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 May 23, 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 City Clerk Rochelle Williams by email at: rwilliams@grimesiowa.gov

Meetings will be recorded

AGENDA ITEMS FOR May 23, 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 05-2123 Minutes approval from previous meeting
   B. Resolution 05-2223 Claims Report
   C. Resolution 05-2323 Approving Bills and Quotes over $10,000

D. Resolution 05-2423 Approving ABD Renewal- Walmart # 5748: 2150 E. 1st Street: Class E Retail Alcohol License
E. Resolution 05-2523 Approving the Purchase of Parks and Recreation Reservation and Program Management Software System
F. Resolution 05-2623 Consent and Agreement for Improvements for Lot 6 of Chevalia Valley- 209 NE 22nd Circle.
G. Resolution 05-2723 Consent and Agreement for Improvements on lot 24 of Willow Hills Plat 1-2962 NW Brookside Dr.
H. Resolution 05-2823 Consent and Agreement for Improvements Within Storm Sewer Easement and Overland Flowage Easement for Lot 43 of Autumn Park Plat 5 -304 NW Beechwood Dr.
I. Resolution 05-2923 Consent and Agreement for Improvements Within Overland Flowage Easement for Lot 64 of Beaverbrooke Pointe Plat 3 – 1500 NE Heritage Drive
J. Resolution 05-3023 Consent an Agreement for Improvements within Surface Water Flowage Easement for Lot 61 of Beaverbrooke West Plat 4 – 1908 NW Norton Court
K. Resolution 05-3123 Consent and Agreement for Improvements Within Overland Flowage Easement and Landscape Buffer Easement for Lot 4 of Heritage at Grimes Plat 3 – 1912 NE Park Drive
L. Resolution 05-3223 Consent and Agreement for Improvements Within Surface Water Flowage Easement for Lot 20 in Bridge Creek Plat 3 – 601 NE Bridge Creek Crossing
M. City Clerk Annual Report
N. Resolution 05-3323 Approving Professional Services Payments:
    1. Whitfield Law – legal fees $34,215.00
    2. Pay Request #37 Bolton & Menk, Inc. – Highway 44 & SW County Line Road Intersection Improvements $5,707.50
    3. Pay Request #9 McClure Engineering Company – Phase 1A Water System Improvements $45,750.47
    4. Pay Request #9 Civil Design Advantage – Grimes Plex $49,688.87
    5. Pay Request #8 Snyder & Associates, Inc – Traffic Signal Network Communication Project $5,571.00
    6. Pay Request #7 McClure Engineering Company – North Jordan Well Repairs $641.25 (to be paid by city's insurance as part of claim)
O. Resolution 05-3423 Approving Pay Requests
    1. Pay Request #4 Edge Commercial, LLC – GrimesPlex $1,978,044.94
    2. Pay Request # 6 Van Maanen Electric – City Traffic Signal Communication Network $25,222.50
    3. Pay Request #10 (Retainage) Absolute Concrete – County Line Road Intersection Improvements $9,570.18 (to be held for 30 days)
    4. Pay Request #6 Halbrook Excavating – SE Jacob Street Reconstruction and Storm Sewer $177,611.05
    5. Pay Request #9 Absolute Concrete – County Line Road Intersection Improvements $198.00
P. Resolution 05-3523 Approving Change Orders
    1. Change Order #2 Sternquist Construction, Inc – SE Trail Ridge Road Reconstruction increasing contract $7,688.98.
    2. Change Order #5 Absolute Concrete - County Line Road Intersection Improvement – decreasing contract $83,992.50 reconciliation of contract quantities.
    3. Change Order #2 Rognes Corporation – WRA Grimes Connector – Contract 3 increasing contract $26,400.00.
Q. Resolution 05-3623 Accepting Public Improvements in Legacy Park Lot 2 Phase 2

R. Resolution 05-3723 Approving Intergovernmental Agreement for the Funding and Operation of a Mobile Ventilation Unit by the Cities of Ankeny, Altoona, Clive, Grimes/Johnston Metropolitan Fire Department, Urbandale, Waukee, and West Des Moines
S. Proclamation – Proclaiming National Public Works Week in the City of Grimes 5/21-5/27
T. Resolution 05-3823 Approving Amended Operation Services Agreement Between the City of Grimes and USW Utility Group
U. Resolution 05-3923 Authorizing Entering an Agreement Between Polk County, Iowa and City of Grimes for Road Maintenance
V. Resolution 05-4023 Approving Furniture, Fixtures, and Equipment Pay Request $399,159.14
W. Resolution 05-4123 Approving Repairs of 2016 Rescue Engine - $17,290.40
X. Resolution 05-4223 Approving Personnel Transactions
Y. Resolution 05-4323 Mayors' Letter of Support for the Census CQR Process
Z. Resolution 05-4423 Accepting the County Line Road Intersection Improvements and Certificate of Completion
a. Resolution 05-4523 to Amend Contract for Professional Services – Foth Infrastructure and Environment, LLC Consulting Services for Temp. Traffic Signal S James Street & S 19th St
b. Resolution 05-4623 To Enter into Contract for Professional Services – Kirkham Michael & Associates for Design of Parking Lot – Glenstone Multi-Golf Course
c. Resolution 05-5123 to Enter into Contract for Professional Services – Foth Infrastructure and Environment, LLC – Speed Studies on Portions of NW 8th Street and NE Park Drive
d. Resolution 05-4723 Approving Annual Home Base Iowa 4th of July Fireworks Display
e. Resolution 05-4823 Approving Fiscal Year 2022-2023 Transfers
f. Resolution 05-5023 Approving Sports Facility Equipment Transactions Pursuant to FY23 Budget
g. Resolution 05-5223 To Adjust Utility Charges
h. Resolution 05-4923 On Notice and Intent to Vacate Certain Public Utility Easement in Hope Commercial Plat 4 and Setting Public Hearing for June 27, 2023, at 5:30 pm.
i. Resolution 05-5623 Approving Request for Block Party
j. Resolution 05-5723 Approving Equipment Transactions Pursuant to FY23 Budget for Park and Recreation
k. Finance Report for April 2023
l. Filing of Reports and Correspondence

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

PUBLIC AND COUNCIL AGENDA ITEMS

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

1. **Second Reading of Ordinance #779 Amending the Grimes Official Zoning Map, Pursuant to the Code of Ordinances Section 12-3-5 to Prove for the Following rezoning Request for Hope Timber and Associated Zoning change and Development Agreement**

2. **Second Reading of Ordinance #780 Amending Grimes Code of Ordinances Chapter 12-15 Off-Street Parking, Circulation, and Loading Requirements**

3. **Second Reading of Ordinance #781 Amending the Hope Commercial Planned Unit Development**

4. **Second 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**

5. **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**

   a. 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

   b. First Reading of Ordinance 783 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

6. **Amendment to the Fiscal Year 2022-2023 Budget**

   a. Public Hearing on City of Grimes Budget Amendment for Fiscal Year 2022-2023

   b. Resolution 05-5323 Approving City of Grimes Budget Amendment for Fiscal Year 2022-2023

7. **GreenState Credit Union – Site Plan**

8. **Resolution 05-5423 Approving Final Plat of Rider Logistics Center Plat 1 and Certain Related Agreements and Easements**

9. **Resolution 05-5523 Approving an 28E Agreement Between the City of Grimes. Iowa and the City of Johnston, Iowa for the Sharing of Administrative Resources and Equipment Supporting Fire and Emergency Medical Services**

ADJOURNMENT

RESOLUTION NO. 05-2123 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 23rd day of May 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:
905

By: _____
Rochelle Williams, City Clerk

CITY COUNCIL MEETING
Tuesday, May 9th, 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, May 9, 2023, at 5:37 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, and Eric Johansen (via Zoom)

AGENDA ITEMS

APPROVAL OF THE AGENDA

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

CONSENT AGENDA

A. Resolution 05-0123 Minutes approval from previous meeting B.Resolution 05-0223 Claims Report $2,343,271.56 C. Resolution 05-0323 Approving Bills and Quotes over $10,000 D. Resolution 05-0423 Approving ABD License Renewals: 1. Kum & Go #141- 1880 SE Princeton Dr: Class E Retail Alcohol License 2. Kum & Go #237- 801 E. 1st Street: Class E. Retail Alcohol License 3. Grimes Chamber-Governors Day: Temporary Special Class C 4. Aldi #109 - 2055 E. 1st Street: Class C Beer, Class B Wine, Sunday Sales E. Resolution 05-0523 Approving A Hazardous Household Waste Storage License to Metro Waste Authority F. Resolution 05-0623 Approving a Consent and Agreement for Improvements for Lot 3A of Bridge Creek Plat 1 – 2600 NE Park Drive G. Resolution 05-0723 Declaration of Site Restrictions for Lot 3, Bridge Creek Plat 1 an Official Plat of City of Grimes and Lot 3A Bridge Creek Plat 1, an Official Plat, City of Grimes H. Resolution 05-0823 Approving Block Party Request on SE Maplewood Dr. September 3, 2023 I. Resolution 05-0923 Approving the FY24 Employee Benefits Policy J. Resolution 05-1023 Authorizing or Ratifying HR Director Acts to Renew, Extend, or Sign Agreements for Employe Group Health Insurance and Ancillary Benefits K. Resolution 05-1123 Approving City of Grimes Tree and Park Bench Donation Policy L. Resolution 05-1223 Approving Equipment Transactions Pursuant to FY24 Budget for Parks and Recreation Department M. Filing and Receiving of Reports N. Resolution 05-1323 Approving Pay Requests a. Pay Request #14 S J Louis Construction, Inc – WRA Grimes Connector – Contract 1 $601,402.36 b. Pay Request #7 Van Maanen Electric, Inc – Highway 44 at County Line Road Temporary Traffic Signal $3,420.00 c. Pay Request #9 S M Hentges & Sons, Inc – WRA Grimes Connector – Contract 2 $346,588.31 d. Pay Request #14 Shank Constructors, Inc – WRA Grimes Connector – Contract 4 $57,058.90 O. Resolution 05-1423 Approving Professional Services Payments a. Pay Request #8 Civil Design Advantage - GrimesPlex $22,215.41 b. Pay Request #5 MSA Professional Services, Inc - SE Trail Ridge Road Reconstruction $4,755.00 c. Pay Request #4 Snyder & Associates, Inc – IA Hwy 44 Trail Extension $10,139.68 d. Pay Request #3 Foth Infrastructure & Environment LLC – S James and S 19th Temp Signal $5,721.00 e. Pay Request #7 MSA Professional Services, Inc – SE Jacob Street Reconstruction and Storm Sewer $6,033.70 f. Pay Request #7 Snyder & Associates, Inc – NE Destination Drive & NE Beaverbrooke Blvd Improvements $28,605.75 g. Pay Request #7 Foth Infrastructure Environmental, LLC – SE 11th Street & S James Street $92,306.00 h. Pay Request #1 Snyder & Associates, Inc – East Gateway Drive & East 1st Street Intersection Improvements $11,742.93 i. Pay Request #53 Veenstra & Kimm, Inc – WRA Connector $76,259.89 P. Resolution 05-

1523 Approving Change Orders a. Change Order #2 Edge Commercial, LLC – GrimesPlex increasing contract $95,854.00 Q. Resolution 05-1623 Setting the Public Hearing Date for an Amendment to the Fiscal Year 2022-2023 Budget for May 23, 2023 R. Resolution 05-1723 To Set A Date for Public Hearing to Review an Application for a State Revolving Fund (SRF) Loan for Improvements to the City's Drinking Water Infrastructure.
Motion by Borcherding, Second by Gisch, to approve the Consent Agenda.
Roll Call: Ayes: All; Nays: None Motion passes 5- 0

PUBLIC FORUM -None

Council Member Johansen arrives at 5:38 pm.

PUBLIC AND COUNCIL AGENDA ITEMS

1. NW 107th Street HMA Overlay Project
City Engineer Matt Ahrens addressed Council stating there were three bids received for the NW 107th Street HMA Overlay project. Ahrens stated the low bid came in at $571,751.58, which was well below the Engineers estimate of $813,911.00. Ahrens said the low bid came from Des Moines Asphalt and Paving. Ahrens added that the City has worked with Des Moines Asphalt in the past, and was confident they could complete the project in good order.

Mayor Mikkelsen opened the Public Hearing at 5:40 p.m. Being no written or oral comments, Mayor Mikkelsen closed the Hearing at 5:40 p.m.

a. Resolution 05-1823 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the NW 107th Street HMA Project
Moved by Johansen, Second by Borcherding, to Approve Resolution 05-1823 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the NW 107th Street HMA Project
Roll Call: Ayes: All. Nays: None. Motion passes: 5- 0.

b. Resolution 05-1923 Authorizing Construction Contract and Bond for the NW 107th Street HMA Project
Moved by Johansen, Second by Borcherding, to Approve Resolution 05-1923 Authorizing Construction Contract and Bond for the NW 107th Street HMA Project.
Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0.

c. Resolution 05-2023 Making Award of Construction Contract for the NW 107th Street HMA Project
Moved by Johansen, Second by Borcherding to Approve Resolution 05-2023 Making Award of Construction Contract for the NW 107th Street HMA Project to Des Moines Asphalt and Paving.
Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0.

ADJOURN
There being no further business the meeting was adjourned at 5:46 p.m.
Motion by Johansen, Second by Gisch to adjourn.
Roll Call: Ayes: All; Nays: None Motion passes 5 - 0

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

CITY COUNCIL MEETING
Tuesday May 9, 2023

The City Council held a Workshop beginning at 5:50 p.m.at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa.

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

AGENDA ITEMS

Department Heads presented on the following: Process Improvements, Strategic Plan Priorities, 28E Joint Agreement for Fire & EMS Services, Stormwater Assistance Grant, and Area Plan Overview. General discussion was held by the Council and Staff.

Meeting adjourned at 7:53 pm.

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

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

CITY COUNCIL COMMUNICATION

AGENDA ITEM: Claims Report

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

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

RESOLUTION NO. 05-2223 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 23rd day of May, 2023

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By:_____
Rochelle Williams, City Clerk

AMAZON CLAIMS 5/23/23

Charges	Amount	Description
Public Works	$524.74	Eye Wash Station
Library	$346.50	Materials
	$2,275.36	Tech Materials
	$7.48	Office Supplies
	$185.00	Program Supplies
Parks & Rec	$79.95	Safety Mirror - Heritage Park Restroom
	$3,419.03	

Bankers Trust Credit Cards			
City of Grimes			
7015	114.81	Sol-Agave	Staff Quarterly birthday Lunch
	40.65	USPS	Certified Mail
Parks & Rec			
8062	$248.00	When I Work	Employee Scheduling software
	$550.00	SkyZone	Admission - Summer Adventures Program
	$310.00	West Des Moines RECPLEX	Turf/Ice Rink Rentals - Summer Adventures
	$5.58	Walmart	Staff Greeting Card
Public Works			
8021	$694.59	Marriott Omaha - Hotel/Parking	AWA 2023 Snow Conference- Guthrie/Hensley
	$313.66	Iowa DNR Fees	Certification Renewals X 5
Library			
8070	$121.89	Costco	Supplies for National Library Week
	$150.96	StorageMart	Storage
	$86.59	Godfather's	Pizza for Staff Meeting
	$188.94	Eventbrite	Online class-Heid
	$305.28	Best Western	WAPL Conference hotel - Heid
	$25.00	Storyhouse Bookpub	Summer Reading gift certificates
	$74.04	Walmart	Programming Supplies
	$13.21	Primo Water	Water Cooler
Administrator			
1611	$ 20.00	CHATGPT Subscription	Subscription
	$ 250.00	Destination Grille	Metro Managers Meeting
	$ 224.56	Vimeo	Increased Video Storage
	$ 17.95	Uber	DC trip Transit
City Hall			
4531	$274.58	Iowa Land Records	Recordings
	$213.19	Wal-Mart	Office Supplies
	$48.78	USPS	Certified Mail
	$24.97	Casey's	Arbor Day Volunteers snacks/water
Rob Fox			
4523	$0.48	Microsoft	Monthly charge for DNS service
	$40.00	Cognito	Local number acquisition for migration
	$1,379.95	GoDaddy	Wildcard SSL Certificate - 5 year
Erik Fisk			
4507	$50.00	Iowa PERLA	Spring Conference outing
	$1,109.64	OMNI Hotel	Nat'l Annual Conference Lodging
	$23.00	Max & Erma's	Conference Expense
Total	$6,920.30		

City of Grimes Claims 05 23 2023

IOWA ASSOC OF BUILDING OFFICIALS	CODE ENFORCEMENT INSPECTOR	100
IMPACT7G	DS GRANT WRITING - MAY 2023	1,080.00
D&K PRODUCTS	CHEMICALS/DRAIN STABILIZATION MAT	1,142.50
3M COMPANY	SIGN SHEETING MATERIALS	804
ABSOLUTE CONCRETE CONSTRUCTION	CO LINE RD INTERSECT IMPRV #9 /#10-RETAINAGE	9,768.18
A KINGS THRONE LLC	PORTABLE RR PARKS/GOVERNOR'S DAY	7,413.85
AIA CORPORATION	DUTY UNIFORM - RIDENOUR/WHEELER	324.81
EUROFINS TESTAMERICA	STATE LABS OF WASTE WATER	1,732.00
JOHNSON CONTROLS SECURITY	CH SECURITY 6/1/23-8/31/23	894.43
BAKER & TAYLOR	LIBRARY MATERIALS	3,568.92
BANKERS TRUST COMPANY	CITY CREDIT CARD	6,920.30
BLACK HILLS ENERGY	GAS	630.54
BLACKBURN MFG. CO.	UTILITY LOCATING FLAGS	2,125.44
SHADE TREE AUTO	TIF FY23 2ND 1/2 - FINAL PYMT	4,191.00
BOMGAARS	FD/GRIMESPLEX/PW/PARKS SUPPLIES	1,898.39
KOCH OFFICE GROUP	DS PRINTER - MAY 2023	160.32
CAPITAL CITY EQUIP. CO.	MOWER/SKIDLOADER PARTS	9,564.71
CITY OF URBANDALE	FD SHARED-MOBILE VENTILATION UNIT	10,396.75
CENTRAL IOWA PEST	CITY PEST CONTROL	445
CITY OF JOHNSTON	FD FY22/23 QTR3 JOINT PURCHASES	33,985.15
CIVIL DESIGN ADVANTAGE	GRIMES PLEX PAYMENT #9	56,626.53
CLIVE POWER EQUIPMENT	EXMARK MOWER/WEEDEATER	16,776.00
COLLECTION SERVICES CENTER	CHILD SUPPORT	1,378.42
CORE & MAIN	CHEMICAL REAGENTS FOR WATER	1,183.62
DEMCO	LIBRARY - LABELS/BOOK COVERS	287.5
DIAMOND VOGEL	PARKING LOT/HANDICAP PAINT	198.65
DES MOINES REGISTER	PUBLICATIONS	303.03
DES MOINES STAMP MFG CO.	P&Z NAME PLATE	20
EDGE COMMERCIAL	GRIMES PLEX PAYMENT #4	1,978,044.94
HOME DEPOT #2115	PW TOOLS	230.75
RD MCKINNEY PLUMB/EXCAVATION	RAW WATER LINE RPR @ WELL FIELD	5,752.16
EXCEL MECHANICAL CO	SOUTH CONCESSION TOILET REPAIR	745.13
FELD FIRE	AMBULANCE HEATER VALVE	941.48
FINISH LINE AUTO WORKS	P105(UTILITY LOC)VEHICLE REPAIR	459.42
CERTIFIED LABORATORIES	PW WD40	216.15
GRAINGER	PW SOLENOIDS FOR VALVES	560.4
HY-VEE	HY-VEE #1 & #2 TIF FY23 - 2ND 1/2	88,762.00
HAWKINS INC.	DRINKING WATER CHEMICALS	34,368.27
HERITAGE AT GRIMES LLC	TIF FY23 2ND 1/2 - FINAL PYMT	411,321.00
HILLYARD	RESTROOM MAINTENANCE SUPPLIES	3,126.39
STATE HYGIENIC LABORATORY	STATE MANDATED TEST/WASTE WATER	1,363.50
INTERSTATE BATTERY	PW BATTERY-WELL FIELD GENERATOR	222
IOWA DEPT OF REVENUE	STATE TAX	16,927.46
IOWA DOT	WHITE/YELLOW STREET PAINT	12,014.05
IPERS	IPERS- REGULAR	71,849.22

IOWA SIGNAL INC	SIGN REPAIRS-DCG HS/SE 19TH&141	356
IOWA STATE UNIVERSITY	LIBRARY PROGRAMMING SUPPLIES	289.78
KLEENER IMAGE, INC.	SPORTS COMPLEX MULCH	290.56
LEAF	COPIER CONTRACT - P&R	87.72
WOODKE MARCIA	MILEAGE REIMBURSMT-CLASS/MEETING	72.05
LIBERTY READY MIX	CONCRETE SUPPLIES	3,045.00
LOGOED APPAREL & PROMOTION	PARKS STAFF APPAREL	1,453.98
MAIL SERVICES	MONTHLY REMINDERS	656.54
MARTIN MARIETTA AGGREGATE	BACKFILL FOR REPAIRS-WELL/WATER	1,361.52
METRO WASTE AUTHORITY	APRIL 2023 CURB-IT/COMPOST IT/PARKS	24,972.45
MIDWEST AUTOMATIC FIRE SP	302 E 1ST SPRINKLER&BKFLOW INSPECT	350.95
MUNICIPAL SUPPLY, INC.	PW RADIO READ/FLEXNET BASE STATION	34,038.00
NICHOLS EQUIPMENT LLC	PW EQUIPMENT RENTAL	4,424.00
O'HALLORAN INTERNATIONAL	PW PARTS AND SUPPLIES	527.36
O'REILLY AUTO PARTS	BATTERIES FOR P401 & P407/SUPPLIES	268.47
OFFICE DEPOT	CH/PW OFFICE SUPPLIES/PRINTER INK	887.69
ONESOURCE BACKGROUND CHECK	DS/PARKS BACKGROUND CHECKS	200
TRUE VALUE	FD SUPPLIES/PARKS TILLER RENTAL	88.39
PC PRINT CENTER	LIBRARY PROGRAMMING SUPPLIES	1,130.00
PITNEY BOWES POSTAGE	METER POSTAGE - CITY HALL	1,057.33
PLUMB SUPPLY CO. - DM	SOUTH CONCESSION STAND REPAIRS	109.42
SCHUMACHER ELEVATOR CO	GCC ELEVATOR SAFETY TEST	524
TNC LLC	TNC TIF FY23 2ND 1/2	285.5
TITAN MACHINERY	BACKHOE DOOR GLASS	263.21
SMITH'S SEWER SERVICE	WTP STORM LINE REPAIR	677.5
SNYDER & ASSOCIATES	TRAFF SIG NET COMM PROJECT #8	5,571.00
SPRAYER SPECIALTIES	SUPPLIES FOR WATER TRAILER	527.31
STIVERS FORD	DS/PARKS - REPAIRS/VEHICLE EQUIPMENT	5,585.50
THORPE WATER DEVELOPMENT	APRIL 2023 DISCONNECTS	50
TRIPLETT OFFICE ESSENTIAL	GCC - ROOM 107 INSTALLATION	1,545.00
UNIQUE MANAGEMENT SERVICE	LIBRARY - COLLECTION SERVICES	23.2
UNITED CONTRACTORS, INC	CRUSHER FINES/BACKFILL	425.32
US WATER	APRIL 2023 SERVICES	76,450.63
CINTAS FIRST AID & SAFETY	GCC AED	118.45
VERIZON WIRELESS	PW DS CELL PHONES & HOT SPOTS	557.05
QUALITY STRIPING, INC.	NE GATEWAY DRIVE PAVEMENT	16,684.90
VAN MAANEN ELECTRIC, INC	CITY TRAFFIC SIGNAL COMMS #6	25,222.50
VAN WALL EQUIPMENT	PARKS - PARTS/VOLTAGE REGULATOR	457.1
WEBSPEC DESIGN	LIBRARY CALENDAR INTEGRATION	921.7
WHITFIELD & EDDY	CITY OF GRIMES - ATTORNEY FEES	34,215.00
ZIEGLER	GENERATOR/LIFT STN - SERVICE/REPAIR	2,604.77
MOODY'S INVESTOR SERVICE,	GO BOND SERVICES	26,500.00
CONTRACTOR SOLUTIONS	HOSE FOR PORTABLE PUMP	708.23
ELM USA	LIBRARY - DISC BUFFER	25
CENTURY LINK	CITY PHONE SERVICES - SHARED	1,912.57
GATEHOUSE MEDIA IOWA HOLD	PUBLICATIONS	536.63
RJ MARTIN EXCAVATING	JUNK DIRT REMOVAL	585

BLANK PARK ZOO	LIBRARY PROGRAMMING	125
EFTPS	FED/FICA TAX	55,448.61
FISK ERIK	CONFERENCE PER DIEM REIMBURSEMENT	385.98
PFM FINANCIAL ADVISORS LC	GO BONDS 2023A AND 2023B	36,000.00
FIRE SERVICE TRAINING BUREAU	CERTIFICATION FEE - RIDENOUR/COLE	100
DES MOINES ASPHALT & PAVEMENT	ASPHALT	2,003.12
LIBRARY FURNITURE INTERNATIONAL	LIBRARY BLD FURNITURE/SHELVING	343,487.00
UMB BANK, N.A.	GO BOND 2023A/2023B PAYMENT	600
MENARDS	WATER TRAILER SUPPLIES	1,934.86
BOLTON AND MENK INC	HWY 44/SW CNTY LINE IMPRVM #37	5,707.50
MCCLURE ENGINEERING	WATER SYS IMPROV PHASE 1A #9	45,750.47
COPY SYSTEMS INC	FD COPIER CONTRACT	43.99
IOWA STONE SUPPLY	TIF FY23 2ND 1/2 - FINAL PYMT	12,717.50
DAIMLER TRUCKS N AMERICA	DAIMLER TIF FY23 2ND 1/2	220,616.00
R&R REALTY GROUP	PRAIRIE BUS PK1, 2, & 3 FY23 2ND 1/2	372,105.00
INVISION	LIBRARY CONSTRUCTION ADMIN	8,051.37
VOYA	DEFER COMP PRE	2,876.92
TENNAL MIKLANNET	PROGRAM INSTRUCTION APRIL & MAY	1,548.00
AIG	DEFER COMP ROTH	822.5
HORACE MANN	DEFER COMP ROTH	325
MASSMUTUAL	DEFER COMP PRE	2,158.00
STRAUSS SECURITY SOLUTION	HOSTING OF LIME PLANT ACCESS	963.8
BTG IOWA	HUBBELL #4 TIF FY23 2ND 1/2	77,087.50
ENCODEPLUS, LLC	SOFTWARE LICENSING FEES	8,250.00
REDBUD LLC	MOWING SUNNY HILL CEMETERY	2,500.00
RELIABLE MAINTENANCE CO	GCC CLEANING SERVICES	3,100.00
FLETCHER, CAIL	ALA LIBRARY CONFERENCE PER DIEM	276.5
SCENTAIR TECHNOLOGIES	GCC/PW IONS 5-10-23 TO 6-9-23	616
NORTHERN TOOL & EQUIPMENT	AIR HOSE	159.99
RENEWABLE ENERGY GROUP	FUEL-STREETS/FD/DS/PARKS/WATER	3,223.26
EBS	JUNE PREMIUMS	69,814.54
XTREME TREE	TREE TRIMMING @ DCG HIGHSCHOOL/WRA PROJ	2,265.00
SYNERGY FIRE & SAFETY	HAULING SLUDGE/COMPLIANCE WRA	25,711.72
HALBROOK EXCAVATING, INC	SE JACOB ST RECON/STORM SWR #6	177,611.05
MONOPRICE INC	NETWORK PATCH CABLES	272.53
CENTRAL IOWA OFFICIALS	ADULT SLOW PITCH UMPIRES	280
HOPE DEVELOPMENT & REALTY	SPORTS COMPLEX DEV AGREEMENT-2ND 1/2	193,500.00
CITY OF GRIMES FLEX	FLEX DEDUCTIONS	2,945.22
LEARNING POST	LIBRARY PROGRAMMING SUPPLIES	86.18
CHAS W GOERING PLUMBING	WATER LINE REPAIR	1,052.84
KASTNER, LLC	HUBBELL #5 TIF FY23 2ND 1/2	78,482.50
HEARTLAND BUSINESS	O365 BACKUP RENEW/O365 MAY 2023	5,348.80
IOWA POND GUY LLC	INSTALL FOUNTAIN HERITAGE PARK	275
CITY OF GRIMES HSA	HSA DEDUCTION	453.84
AMAZON	LIBRARY/PW/PARKS SUPPLIES	3,419.03
BERKLEY CIERRA	ALA LIBRARY CONFERENCE PER DIEM	276.5
SIDEKICK DEVELOPMENT	FIRE STATION - MAY 2023	5,000.00

SVPA ARCHITECTS	GRIMESPLEX 3-27 TO 4-30-23	81,286.75
ARAMARK	GCC RUG SERVICE APRIL 2023	87.3
RINGCENTRAL, INC.	CITY PHONE SERVICES - SHARED	5,276.57
SCOTT DANI	CLOTHING ALLOWANCE REIMBURSEMENT	218.91
PLAYAWAY PRODUCTS	LIBRARY MATERIALS	1,150.04
TRUCK EQUIPMENT INC	TRUCK ACCESSORIES	1,249.00
ACCURATE HYDRAULICS INC	REPAIR WING PLOW CYLINDER	519.32
ANDERSON IMPLEMENTS LLC	WATER PUMP SUPPLIES	464.68
METRO RENTAL	LIBRARY PROGRAMMING SUPPLIES	1,194.00
SCHWERDTFEGER JANA	ALA LIBRARY CONFERENCE PER DIEM	276.5
THE IRON WORKS	HANDRAIL-STEPS FOR SIGN SHOP	2,350.00
HERO DESIGN LLC	LIBRARY BLDG EVERBRIGHT FIXTURES	28,260.00
LANDSCAPE FORMS INC	LIBRARY BLDG SCULPTURE/BENCHES/BINS	27,412.14
AUTISM-PRODUCTS.COM	LIBRARY BLDG MANIPULATIVES	684.95
MIKAYLA OZ	LIBRARY PROGRAMMING	400
LITTLE PRINCESS PARTIES	LIBRARY PROGRAMMING	175
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	157,038.72
AMC MECHANICAL	GRIMES LIBRARY PAY APP #9	75,252.20
GRAPHITE CONSTRUCTION GROUP	GRIMES LIBRARY PAY APP #13	127,196.68
FORREST & ASSOCATE INC	GRIMES LIBRARY PAY APP #5	50,434.22
PERFORMANCE CONTRACTING INC	GRIMES LIBRARY PAY APP #6	211,209.70
THE WEITZ COMPANY	GRIMES LIBRARY PAY APP #15	58,530.98
VAN MAANEN ELECTRIC, INC	GRIMES LIBRARY PAY APP #13	47,837.97
	CLAIMS TOTAL	**5,733,752.89**
	GENERAL FUND	417,288.04
	LIBRARY FUND	36,512.20
	ROAD USE TAX FUND	37,200.28
	EMPLOYEE BENEFITS FUND	53,676.13
	TAX INCREMENT FINANCING FUND	1,459,068.00
	RESTRICTED GIFTS FUND	2,960.31
	CP - PARKS FUND	29,550.00
	CP - GRIMES COMMUNITY COM FUND	9,153.45
	HWY44 & COUNTY LN RD 2020 FUND	15,475.68
	SE 11th ST RR/James 2019 FUND	235
	ANNUAL SIGNAL IMPROVEMENT FUND	30,793.50
	GRIMES LIBRARY BLDG FUND	977,672.26
	WRA SANI SEWER PHASE 3 FUND	2,265.00
	JACOB ST OVERLAY PROJ FUND	177,611.05
	GRIMESPLEX FUND	2,122,033.81
	WATER PRODUCTION PROJECTS FUND	45,750.47
	FIRE STATION FUND	25,536.75
	100TH ST WIDENING FUND	195
	SEWER COMPLIANCE PROJECT FUND	25,711.72
	WATER FUND	141,933.09
	SEWER FUND	80,331.99
	LANDFILL/GARBAGE FUND	24,734.06

	STORM WATER FUND	18,065.10
		5,733,752.89
APRIL 2023 MONTHLY REVENUE	GENERAL FUND	4,065,477.71
	LIBRARY FUND	492.89
	ROAD USE TAX FUND	172,501.55
	EMPLOYEE BENEFITS FUND	475,407.97
	LOCAL OPTION SALES TAX FUND	183,173.00
	TAX INCREMENT FINANCE FUND	2,843,380.36
	ECONOMIC DEV REV LOAN FUND	1,069.70
	DEBT SERVICE FUND	1,358,283.51
	CAPITAL PROJECTS FUND	2,678,253.57
	WATER FUND	353,075.70
	SEWER FUND	239,059.92
	LANDFILL/GARBAGE FUND	68,061.59
	STORM WATER FUND	66,419.90
		12,504,657.37

GRIMES RESOLUTION 05-2323

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 23rd DAY OF MAY 2023.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Rebate Entity	1/2 Year Rebate Payment	
Hy-Vee #1	$ 13,652.00	
Hy-Vee #2	$ 75,110.00	
TNC LLC	$ 285.50	
Hope Development & Realty	$ 193,500.00	
Heritage at Grimes	$ 411,321.00	
Shade Tree Auto	$ 4,191.00	
Daimler Trucks	$ 220,616.00	
Iowa Stone Supply	$ 12,717.50	
Kastner	$ 78,482.50	Hubbell #5
BTG Iowa	$ 77,087.50	Hubbell #4
R & R Realty	$ 81,207.50	Prairie Bus Prk #1
R & R Realty	$ 125,147.00	Prairie Bus Prk #2
R & R Realty	$ 165,750.50	Prairie Bus Prk #3
Total TIF Rebate Payments 1/2 Year	$ 1,459,068.00	

CITY OF JOHNSTON ACCOUNTS RECEIVABLE INVOICE
6221 MERLE HAY ROAD
PO BOX 410
JOHNSTON, IA 50131-1226
PHONE (515) 278-2344

Johnston
THRIVE. EVERY DAY.

CITY OF GRIMES
101 N HARVEY STREET
GRIMES IA 50111

CUSTOMER#: 10-102
INVOICE#: 202305084471
INVOICE DATE: 5/08/2023
DUE DATE : 6/07/2023
P.O. # :

========== CHARGE DETAIL ==========

ITEM DESCRIPTION	UNITS		TYPE	PRICE	AMOUNT
2023 1ST QTR FIRE SUPP REIMB	0.00	1		0.00	344.20
FIRE SUPPLIES REIMBURSEMENT	0.00	1		0.00	258.36
FIRE SUPPLIES REIMBURSEMENT	0.00	1		0.00	1,077.41
FIRE SUPPLIES REIMBURSEMENT	0.00	1		0.00	650.47
FIRE SUPPLIES REIMBURSEMENT	0.00	1		0.00	676.39
FIRE SUPPLIES REIMBURSEMENT	0.00	1		0.00	4,817.50
FIRE SUPPLIES REIMBURSEMENT	0.00	1		0.00	1,207.19
FIRE SUPPLIES REIMBURSEMENT	0.00	1		0.00	236.88
FIRE SUPPLIES REIMBURSEMENT	0.00	1		0.00	77.79
FIRE SUPPLIES REIMBURSEMENT	0.00	1		0.00	73.30

CONTINUED ON NEXT PAGE

CITY OF JOHNSTON ACCOUNTS RECEIVABLE INVOICE
6221 MERLE HAY ROAD
PO BOX 410
JOHNSTON, IA 50131-1226
PHONE (515) 278-2344

Johnston
THRIVE. EVERY DAY.

CITY OF GRIMES
101 N HARVEY STREET
GRIMES IA 50111

CUSTOMER#: 10-102
INVOICE#: 202305084471
INVOICE DATE: 5/08/2023
DUE DATE : 6/07/2023
P.O. # :

========== CHARGE DETAIL ==========

ITEM DESCRIPTION	UNITS		TYPE	PRICE	AMOUNT
FIRE SUPPLIES REIMBURSEMENT	0.00	1		0.00	487.14
FIRE SUPPLIES REIMBURSEMENT	0.00	1		0.00	1,045.85
FIRE SUPPLIES REIMBURSEMENT	0.00	1		0.00	82.60
FIRE SUPPLIES REIMBURSEMENT	0.00	1		0.00	344.21
FIRE SUPPLIES REIMBURSEMENT	0.00	1		0.00	142.46
FIRE SUPPLIES REIMBURSEMENT	0.00	1		0.00	514.59
FIRE SUPPLIES REIMBURSEMENT	0.00	1		0.00	650.48
FIRE SUPPLIES REIMBURSEMENT	0.00	1		0.00	8,502.98
FIRE SUPPLIES REIMBURSEMENT	0.00	1		0.00	4,817.52
FIRE SUPPLIES REIMBURSEMENT	0.00	1		0.00	241.86

CONTINUED ON NEXT PAGE

CITY OF JOHNSTON ACCOUNTS RECEIVABLE INVOICE
6221 MERLE HAY ROAD
PO BOX 410
JOHNSTON, IA 50131-1226
PHONE (515) 278-2344

Johnston
THRIVE. EVERY DAY.

CITY OF GRIMES
101 N HARVEY STREET
GRIMES IA 50111

CUSTOMER#: 10-102
INVOICE#: 202305084471
INVOICE DATE: 5/08/2023
DUE DATE : 6/07/2023
P.O. # :

========== CHARGE DETAIL ==========

ITEM DESCRIPTION	UNITS		TYPE	PRICE	AMOUNT
FIRE SUPPLIES REIMBURSEMENT	0.00	1		0.00	1,207.25
FIRE SUPPLIES REIMBURSEMENT	0.00	1		0.00	236.91
FIRE SUPPLIES REIMBURSEMENT	0.00	1		0.00	27.50
FIRE SUPPLIES REIMBURSEMENT	0.00	1		0.00	50.15
FIRE SUPPLIES REIMBURSEMENT	0.00	1		0.00	487.16
FIRE SUPPLIES REIMBURSEMENT	0.00	1		0.00	5,724.53
FIRE SUPPLIES REIMBURSEMENT	0.00	1		0.00	2.47

CITY OF GRIMES 10-102 INVOICE#: 202305084471

TOTAL DUE : $ 33,985.15

PLEASE REMIT BOTTOM PORTION WITH YOUR PAYMENT

THANK YOU

INVOICE DATE	DUE DATE	INVOICE #	TOTAL DUE
05/05/2023	06/04/2023	2023-00000092	$10,396.75

Please Mail Payment To:
City of Urbandale
Attn: Accounts Receivable
3600 86th Street
Urbandale, IA 50322

Customer #: 2838

City of Grimes
101 NE Harvey St
GRIMES, IA 50111

*Amount Enclosed:*_____

DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

KEEP THIS PORTION FOR YOUR RECORDS

Transaction Description:
Shared Mobile Ventilation Unit

FOR BILLING INQUIRIES:
Addison Riebkes (515)278-3900
ariebkes@urbandale.org

Item Description		Total Cost
Other Services	City of Grimes share of Mobile Ventilation Unit (MVU). Total Cost of MVU - $191,511 Cost per Fire Department - $27,358.71 (Johnston: $16,961.96 / Grimes: $10,396.75) Split evenly between Altoona, Ankeny, Clive, Johnston/Grimes, Urbandale, Waukee and West Des Moines Fire Departments	$10,396.75

CUSTOMER #	BILLING DATE	DUE DATE	INVOICE #	CHARGES THIS INVOICE
2838	05/05/2023	06/04/2023	2023-00000092	$10,396.75

City of Urbandale
3600 86th Street, Urbandale, IA 50322

C-O

MOODY'S
INVESTORS SERVICE

Moody's Investors Service, Inc.
7WTC AT 250 GREENWICH STREET
NEW YORK, NY 10007
USA

MS. MARCIA WOODKE
FINANCE DIRECTOR
GRIMES (CITY OF) IA
101 NE HARVEY STREET
GRIMES, IA 50111

PAID

Invoice

Recipient

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

Invoice No.: P0433325
Customer No.: 400004295
Invoice Date: May 08, 2023

For Professional Services:		
Total Net Value:	USD	26,500.00
Sales Taxes:	USD	0.00
Invoice Amount:	USD	26,500.00

#367-470-6490 $13,250
#309-430-6490 $13,250

Inquiries Contact

MIS Collections Team
Email : MISCollections@moodys.com

Moody's Investors Service, Inc. Taxpayer ID#: 13-1959883

Please do not contact your Analytic Team regarding this or any other fee-related matter.

Return This Portion With Your Payment

Invoice No.: P0433325
Moodys Ref No.: P0433325
Customer No.: 400004295
Invoice Date: May 08, 2023

Invoice Amount: USD 26,500.00
Invoice Payable in USD

Wire Payment with Invoice Number to

Truist Bank
Transit Routing # 061000104
ACH # 061000104
Moody's Account # 8801939847
For Customers wiring outside the U.S.: Swift Code: BRBTUS33

Mail Payment with Invoice Stub To

Moody's Investors Service, Inc.
P.O. BOX 102597
ATLANTA, GEORGIA 30368-0597
USA

PAYMENT DUE UPON RECEIPT

Moody's Investors Service, Inc.
7WTC AT 250 GREENWICH STREET
NEW YORK, NY 10007
USA

Invoice No.: P0433325
Invoice Date: May 08, 2023

Invoice Supporting Detail

For Professional Services:

Local Governments, Initial Fee:			**USD**	**25,500**
USD 8,380,000 GRIMES (CITY OF) IA-City of Grimes IA, GRIMES (CITY OF) IA-City of Grimes IA, General Obligation Corporate Purpose Bonds, Series 2023A 908080677	**USD**	**25,500**		
USD 14,355,000 GRIMES (CITY OF) IA-City of Grimes IA, GRIMES (CITY OF) IA-City of Grimes IA, General Obligation Urban Renewal Bonds, Series 2023B 908080681	**USD**	**0**		
Local Governments, Aggregation Fee:			**USD**	**1,000**
USD 8,380,000 GRIMES (CITY OF) IA-City of Grimes IA, GRIMES (CITY OF) IA-City of Grimes IA, General Obligation Corporate Purpose Bonds, Series 2023A 908080677	**USD**	**1,000**		
USD 14,355,000 GRIMES (CITY OF) IA-City of Grimes IA, GRIMES (CITY OF) IA-City of Grimes IA, General Obligation Urban Renewal Bonds, Series 2023B 908080681	**USD**	**0**		
Sales Tax	**USD**	**0**		
		Total:	**USD**	**26,500**

C-0

pfm

Date	Invoice Number
May 9, 2023	124870
Payment Terms	**Due Date**
Upon Receipt	May 9, 2023

PAID

Bill To:
Marcia Woodke

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

Company Address:
1735 Market Street
42nd Floor
Philadelphia, PA 19103
+1 (215) 5676100

Federal Tax ID: 81-1642787

Remittance Options:

Via ACH (preferred):
PFM Financial Advisors LLC
Bank Name: M&T Bank
ACH# (ACH): 031302955
Account #: 9865883681

Via Wire:
Bank Name: M&T Bank
ABA# (Wire): 022000046
Account #: 9865883681

Via Mail:
PFM Financial Advisors LLC
P.O. Box 65117
Baltimore, MD 21264-5117
United States of America

RE: Municipal Advisor Services - General Obligation Urban Renewal Bonds, Series 2023B.

Professional Fees	$20,000.00
Total Amount Due	**$20,000.00**

#367-470-6491

MW

C-0

pfm

Date	Invoice Number
May 9, 2023	124868
Payment Terms	Due Date
Upon Receipt	May 9, 2023

Bill To:
Marcia Woodke

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

Company Address:
1735 Market Street
42nd Floor
Philadelphia, PA 19103
+1 (215) 5676100

Federal Tax ID: 81-1642787

Remittance Options:

Via ACH (preferred):
PFM Financial Advisors LLC
Bank Name: M&T Bank
ACH# (ACH): 031302955
Account #: 9865883681

Via Wire:
Bank Name: M&T Bank
ABA# (Wire): 022000046
Account #: 9865883681

Via Mail:
PFM Financial Advisors LLC
P.O. Box 65117
Baltimore, MD 21264-5117
United States of America

RE: Municipal Advisor Services - General Obligation Corporate Purpose Bonds, Series 2023A.

Professional Fees	$16,000.00
Total Amount Due	**$16,000.00**

PAID

309-430-6490

MW

LC-0
M

PAID

SVPA ARCHITECTS

www.svpa-architects.com
Phone 515.327.5990

1466 28th Street, Suite 200
West Des Moines, Iowa 50266

202.33585
367.470.6490 BKB

Alex Pfaltzgraff
City of Grimes
410 SE Main Street
Suite 102
Grimes, IA 50111

May 5, 2023
Project No: 22038.00
Invoice No: 0038568

Project 22038.00 GrimesPlex - Grimes, IA
Alex Pfaltzgraff: apfaltzgraff@grimesiowa.gov
Brian Becker: bbecker@grimesiowa.gov
accountspayable@grimesiowa.gov

Professional Services from March 27, 2023 to April 30, 2023

Phase 03 Schematic Design

Fee

Billing Phase	Fee	Percent Complete	Earned
Schematic Design	33,750.00	100.00	33,750.00
Design Development	33,750.00	100.00	33,750.00
Construction Documents	101,250.00	100.00	101,250.00
Bidding/Negotiation	11,250.00	0.00	0.00
Construction Administration	45,000.00	0.00	0.00
Total Fee	225,000.00		168,750.00
		Previous Fee Billing	108,000.00
		Current Fee Billing	60,750.00

Total Fee		**60,750.00**
	Total this Phase	**$60,750.00**
	Total this Invoice	**$60,750.00**

Billings to Date

	Current	Prior	Total
Fee	60,750.00	108,000.00	168,750.00
Unit	0.00	13.10	13.10
Totals	**60,750.00**	**108,013.10**	**168,763.10**

Project	22038.00	GrimesPlex - Grimes, IA	Invoice	0038568

Authorized By: _____

Thad Long

C-O

DATE
5/10/23
TIME
10:05
SALESMAN
031/031
STORE
1

Terminal: 18

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

20233584/BKB
001.430.6321

INVOICE
730118
P/O NUMBER
20233584
WORK ORDER
PAGE
1 of 1

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

Tax Exempt # 42.6004731

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

PAID

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

Shipped VIA: CUST PICK UP

ORD	SHIP	B/O	LINE	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1		EXQ	LZX921GKA726Q1	31HP KAW 72IN ADP LAZ	21533.00	15519.00	15519.00
				SN-414877370	1.			
1	0	1	EXM	116-6656	KIT STRIPER VERT ADJU	695.19	506.00	506.00
1	1		EXM	116-8431	OCD, FOOT	603.89	439.00	439.00

DUPLICATE COPY
CHARGE SALE

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

4C.D

SVPA ARCHITECTS

www.svpa-architects.com
Phone 515.327.5990

1466 28th Street, Suite 200
West Des Moines, Iowa 50266

2023617
378.150.6490

Jake Anderson
City of Grimes
410 SE Main Street
Suite 102
Grimes, IA 50111

May 5, 2023
Project No: 23012.00
Invoice No: 0038531

Please see the second page for the total due. Thank you

Project 23012.00 City of Grimes - Grimes Fire Station
janderson@grimesiowa.gov
angie@sidekickdevelopment.com
accountspayable@grimesiowa.gov

Beyond Fee: Civil Design AdvantageTopographic Survey $6,800.00.

Professional Services from March 27, 2023 to April 30, 2023

Phase 01 Programming

Fee

Billing Phase	Fee	Percent Complete	Earned
Programming	11,900.00	100.00	11,900.00
Schematic Design	107,100.00	10.00	10,710.00
Design Development	107,100.00	0.00	0.00
Construction Documents	220,150.00	0.00	0.00
Bidding/Negotiation	17,850.00	0.00	0.00
Construction Administration	130,900.00	0.00	0.00
Total Fee	595,000.00		22,610.00
		Previous Fee Billing	8,925.00
		Current Fee Billing	13,685.00
		Total Fee	**13,685.00**

Consultants

Civil Consultant	6,800.00	
Total Consultants	**6,800.00**	**6,800.00**

Reimbursable Expenses

Mileage & Parking	26.20	
Total Reimbursables	**26.20**	**26.20**

Unit Billing

Mileage **25.55**

Project	23012.00	City of Grimes - Grimes Fire Station	Invoice	0038531

Total this Phase **$20,536.75**

Total this Invoice **$20,536.75**

Billings to Date

	Current	Prior	Total
Fee	13,685.00	8,925.00	22,610.00
Consultant	6,800.00	0.00	6,800.00
Expense	26.20	0.00	26.20
Unit	25.55	24.90	50.45
Totals	**20,536.75**	**8,949.90**	**29,486.65**

Authorized By: Robert F. Ormsby

Robert Ormsby

✓ C-O

Invoice

Quality Striping, Inc.
1704 E. Euclid Ave
Des Moines, IA 50313
515-289-1370
Phone #(515)289-1370

Date	Invoice #
5/15/2023	8026

Bill To
City of Grimes 410 SE Main St Grimes. IA 50111

PAID

20233633 MA

110.210.6417

P.O. No.	Terms
	Net 30

Quantity	Description	Rate	Amount
52.18	Bid Item # 1 - Painted Pavement Markings - Durable, per sta.	95.00	4,957.10
20	Bid Item # 2 - Painted Symbols & Legends - Durable, each	150.00	3,000.00
17.78	Bid Item # 3 - Pavement Markings Removed. per sta.	55.00	977.90
4	Bid Item # 4 - Symbols & Legends Removed, each	120.00	480.00
52.18	Bid Item # 5 - Grooves Cut for Pavement Markings, per sta.	55.00	2,869.90
20	Bid Item # 6 - Grooves Cut for Symbols & Legends, each	120.00	2,400.00
1	Bid item # 7 - Traffic Control, lump sum	2,000.00	2,000.00
	Project: 2022 NE Gateway Drive Striping Location: Grimes IA Job complete 4/27/23 Thank you for your business		

If paying with a credit card and the total amount exceeds $500.00, please add 3.5% convienence fee to the amount due

Total $16,684.90

4-0

Library Furniture International,
LLC.
797 Glenn Avenue
Wheeling, IL 60090
P 847.564.9497 F 847.564.9337

Invoice

Date	Invoice #
5/17/2023	8472

Bill To	Ship To
Grimes Public Library 200 N. James St. Grimes IA 50111	

PAID

P.O. Number	Job Number	Terms
	2023-224	Net 20

Quantity	Item Code	Description	Price Each	Amount
		Project: LFI QT-2353		
	Lot - Shelving	Shelving per proposal	137,048.84	137,048.84
	Lot - Furniture	Children's Reading Nook	5,947.00	5,947.00
	Lot - Furniture	Board Book Browser	7,620.00	7,620.00
	Lot - Millwork	End Panels and Canopy Tops	70,395.71	70,395.71
	Lot - 3Branch Pro...	Discovery Table	3,525.00	3,525.00
	Lot-Acrylic	Acrylic Display Shelves	1,807.12	1,807.12
	Lot - Furniture	End Panel Activity Panels	4,894.28	4,894.28
	Lot - Shelving	Steel Surcharge	46,620.88	46,620.88
	Freight and Install			65,628.17
		No deposit. Customer asked to be invoiced in full.		

Total	
Payments/Credits	$0.00
Balance Due	$343,487.00

E-O

Invoice

REC'D MAY 15 2023

MUNICIPAL SUPPLY, INC.
Municipal, Contractor, and Industrial Supplies
1550 N.E. 51st Avenue Des Moines, Iowa 50313
PH: (515) 262-1300 FAX: (515) 262-6662
WATS (800) 747-2025
After Hours: (515)262-1300, Option 5

2023 3685

INVOICE NUMBER: 0870511-IN
INVOICE DATE: 5/12/2023

ORDER NUMBER: 0145472
ORDER DATE: 5/10/2023
SHIP DATE: 5/11/2023
SALESPERSON: KENT KUEHL
CUSTOMER NO: 10-GRIMES

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

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

PAID

BUYER:

CUSTOMER P.O.	JOB NAME	SHIP VIA	TERMS
DAVID 11998		DAN	NET 30 DAYS

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
*121-73 M400 BASE STATION	EACH	1.00	1.00	0.00	29,475.00	29,475.00

ORDER# 145472

Flexnet equipment/antenna

600-810-6505

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

Net Invoice:	29,475.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	29,475.00

C-O DOT 001-210-6417 White/yellow street paint

Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010

IOWA DOT

INVOICE

Date	Invoice Number
04/17/2023	CI-0015151

Any questions call: 515-239-1072

Payment Terms	Due Date
Immediate	04/17/2023

20233699 KH

COPY

PAID

Bill To:

GRIMES, CITY OF
101 N HARVEY ST
GRIMES, IA 50111
United States of America

Remit To:

Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010
United States of America

Description: SI # 577958 - FROM LETTING JEREMY THAYER 515-240-9891

Quantity	Sales Item	Item Description	Price Each	Amount
385		PAINT WHITE TRAFFIC FAST DRY	14.44	5,559.40
	Memo	577958 PAINT WHITE TRAFFIC FAST DRY		
330		PAINT YELLOW TRAFFIC FAST DRY WATERBORNE 55 GAL DR	14.18	4,679.40
	Memo	577958 PAINT YELLOW TRAFFIC FAST DRY WATERBORNE 55 GAL DR		
25		PAINT WHITE TRAFFIC FAST DRY	71.01	1,775.25
	Memo	577958 PAINT WHITE TRAFFIC FAST DRY		

Net Amount:	**12,014.05**
Tax	**0.00**
Total Invoice Amount	**USD 12,014.05**

DETACH AND RETURN WITH CASH/CHECK PAYMENT TO:

CASHIER OFFICE
IOWA DEPARTMENT OF TRANSPORTATION
800 LINCOLN WAY
AMES, IA 50010

GRIMES, CITY OF

INVOICE NO: CI-0015151 AMOUNT ENCLOSED: _____

PLEASE WRITE YOUR INVOICE NUMBER ON YOUR CHECK

C-O 384-815-6399
Hauling Sludge to WRA

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

Invoice 20289

20233714 KH

SYNERGY FIRE & SAFETY
PAID

BILL TO	SHIP TO	DATE	PLEASE PAY	DUE DATE
City of Grimes City of Grimes 101 NE Harvey Street Grimes, Iowa 50111	US Water Services Corporation 1801 N James Street Grimes, Iowa 50111	05/06/2023	$12,941.68	06/05/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/01/2023	NHMC-Non-Haz	Non-Hazard Material Collection-4 Load(s)	4	425.00	1,700.00
05/01/2023	NHMC-Non-Haz	146,080 Pounds Collected	146,080	0.0073	1,066.38
05/02/2023	NHMC-Non-Haz	Non-Hazard Material Collection-4 Load(s)	4	425.00	1,700.00
05/02/2023	NHMC-Non-Haz	191,840 Pounds Collected	191,840	0.0073	1,400.43
05/03/2023	NHMC-Non-Haz	Non-Hazard Material Collection-3 Load(s)	3	425.00	1,275.00
05/03/2023	NHMC-Non-Haz	145,800 Pounds Collected	145,800	0.0073	1,064.34
05/04/2023	NHMC-Non-Haz	Non-Hazard Material Collection-3 Load(s)	3	425.00	1,275.00
05/04/2023	NHMC-Non-Haz	137,100 Pounds Collected	137,100	0.0073	1,000.83
05/06/2023	NHMC-Non-Haz	Non-Hazard Material Collection-3 Load(s)	3	475.00	1,425.00
05/06/2023	NHMC-Non-Haz	141,740 Pounds Collected	141,740	0.0073	1,034.70

TOTAL DUE $12,941.68

THANK YOU.

384-815-6399
C-O Hauling Sludge to WRA

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

Invoice 20236

20233713
1CH

PAID

BILL TO	SHIP TO	DATE	PLEASE PAY	DUE DATE
City of Grimes City of Grimes 101 NE Harvey Street Grimes, Iowa 50111	US Water Services Corporation 1801 N James Street Grimes, Iowa 50111	04/28/2023	$12,575.04	05/28/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/24/2023	NHMC-Non-Haz	Non-Hazard Material Collection-1 Load(s)	1	425.00	425.00
04/24/2023	NHMC-Non-Haz	51,260 Pounds Collected	51,260	0.0073	374.20
04/25/2023	NHMC-Non-Haz	Non-Hazard Material Collection-4 Load(s)	4	425.00	1,700.00
04/25/2023	NHMC-Non-Haz	206,860 Pounds Collected	206,860	0.0073	1,510.08
04/26/2023	NHMC-Non-Haz	Non-Hazard Material Collection-6 Load(s)	6	425.00	2,550.00
04/26/2023	NHMC-Non-Haz	289,900 Pounds Collected	289,000	0.0073	2,109.70
04/27/2023	NHMC-Non-Haz	Non-Hazard Material Collection-4 Load(s)	4	425.00	1,700.00
04/27/2023	NHMC-Non-Haz	188,160 Pounds Collected	188,160	0.0073	1,373.57
04/28/2023	NHMC-Non-Haz	Non-Hazard Material Collection-1 Load(s)	1	425.00	425.00
04/28/2023	NHMC-Non-Haz	55,820 Pounds Collected	55,820	0.0073	407.49

TOTAL DUE $12,575.04

THANK YOU.

C-O

INVOICE

Invoice Date: 5/16/2023
Reference/P.O.#:
LF Order#: 333553
LF Invoice#: 333553-INV-A
Project: Grimes Public Library

Please remit to our lockbox:
LANDSCAPE FORMS, INC
PO BOX 78000
DEPT. 78073
DETROIT, MICHIGAN 48278-0073

Bill To: Grimes Public Library
Cheryl Heid
200 Northeast Beaverbrooke Boulevard
Grimes, IA 50111
US

Ship To: Grimes Public Library
Cheryl Heid
200 Northeast Beaverbrooke Boulevard
Grimes, IA 50111
US

Contract Type:

Shipped: Ship Via: Common Carrier

Item:	Qty Ord:	Unit Price:	Total Price:
GENERATION 50 BENCH: Backless 72" bench, with Cantilever supports, surface mount. No Arms. Face board profile To Be Advised - Ipe, no finish (exterior use only).	3.00	1,942.59	5,827.77
GENERATION 50 LITTER: Side Opening Litter. Freestanding / Surface Mount. Body infill wood: Ipe, no finish (exterior use only)	3.00	1,327.29	3,981.87
Shipping & Handling -	1.00	1,380.00	1,380.00

Terms: NET 30 - PENDING CRED APPROVAL

Item Total:	11,189.64
Estimated Sales Tax:	0.00
Pro Forma Total:	11,189.64
Deposit:	0.00
Balance Due: USD	11,189.64

Pro forma total subject to any subsequent changes

FOR OFFICE USE:
Cust #: 00KVR
CSR: 1058812847
Sales: IA

landscapeforms

Landscape Forms, Inc. Corporate Address:
7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
PH: 800/521-2546 FX: 269/381-3455
Federal I.D.# 38-1897577
TPS-GST#: 894246792RT0001
TVQ-QST#:1225830301

ORIGINAL

C-0

INVOICE

Invoice Date: 5/16/2023
Reference/P.O.#:
LF Order#: 333556
LF Invoice#: 333556-INV-A
Project: Grimes Public Library

Please remit to our lockbox:
LANDSCAPE FORMS, INC
PO BOX 78000
DEPT. 78073
DETROIT, MICHIGAN 48278-0073

Bill To: Grimes Public Library
Cheryl Heid
200 Northeast Beaverbrooke Boulevard
Grimes, IA 50111
US

Ship To: Grimes Public Library
Cheryl Heid
200 Northeast Beaverbrooke Boulevard
Grimes, IA 50111
US

Contract Type:

Shipped: Ship Via: Common Carrier

Item:	Qty Ord:	Unit Price:	Total Price:
Lungo Mare module A. Freestanding. Cast Stone: White, acid-etched.	1.00	9,756.50	9,756.50
Shipping & Handling to Iowa, Zone 2	1.00	6,466.00	6,466.00

Terms: NET 30 - PENDING CRED APPROVAL

Item Total:	16,222.50
Estimated Sales Tax:	0.00
Pro Forma Total:	16,222.50
Deposit:	0.00
Balance Due: USD	16,222.50

Pro forma total subject to any subsequent changes

FOR OFFICE USE:
Cust #: 00KVR
CSR: 1058812847
Sales: IA

landscapeforms

Landscape Forms, Inc. Corporate Address:
7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
PH: 800/521-2546 FX: 269/381-3455
Federal I.D.# 38-1897577
TPS-GST#: 894246792RT0001
TVQ-QST#:1225830301

ORIGINAL

RESOLUTION NO. 05-2423

RESOLUTION APPROVING STATE OF IOWA ALCOHOL LICENSES

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

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

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

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

PASSED AND APPROVED this 23rd day of May 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By:_____
Rochelle Williams, City Clerk

Council Meeting May 23, 2023

ABD LICENSE RENEWAL

1. **Walmart # 5748: 2150 E. 1st Street:** Class E Retail Alcohol License

CITY OF GRIMES

ALCOHLIC BEVERAGE LICENSE
STAFF APPROVAL FORM

Establishment Name: Walmart # 5748
Establishment Address: 2150 E. 1st Street

License Class: X Class E Retail Alcohol License

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

New ☐ Renewal X

Fire Department Approval

Fire Inspection Date: 5/12/2023

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: _____

Building Department Approval – N/A

Approval: Yes ☐ No ☐

Reason for not approving: _____

Building Official Signature: _____

Planning Approval- N/A

Approval: Yes ☐ No ☐

Reason for not approving: _____

Planning Signature: _____

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 05/23/2023

AGENDA ITEM: Approval of Civic Rec Parks and Recreation Management Software agreement.

BACKGROUND: With the upcoming opening of the GrimesPlex and the expansion of staff, the Parks and Recreation Department has identified the need to upgrade its program registration and facility reservation software. A group of staff from multiple city departments reviewed several potential vendors and assisted in selecting CivicRec Software, submitted by parent company CivicPlus, as the preferred solution.

Five software companies submitted bids in response to a City RFP. During the demo and bid review process, CivicRec ranked highest in affordability, facility scheduling and program management.

CivicPlus currently provides software to the City of Grimes to help manage council and boards agendas, and the City website. Adding Civic Rec to this existing portfolio of products will provide an enhanced and consistent experience for citizens as they interact with the City of Grimes regardless of which department they need.

BUDGETARY CONSIDERATIONS: The total initial fee to integrate the software, train staff and cover the annual fee is $14,721.00. The annual fee thereafter is $6000.

STRATEGIC PLANNING:
Prioritized ____YES _X____

*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):
Reviewed and approved by the Parks and Recreation Board on April 26, 2023

STAFF RECOMMENDATION: Staff recommends approval of Civic Rec Parks and Recreation Management Software agreement.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Tim Smith
Recreation Manager
tsmith@grimesiowa.gov

Prepared by: Brian Becker_____
Return to: Brian Becker_____

RESOLUTION APPROVING THE PURCHASE OF PARKS AND RECREATION RESERVATION AND PROGRAM MANAGEMENT SOFTWARE SYSTEM

Grimes Resolution No. 05-2523

WHEREAS, the City of Grimes Parks and Recreation Department (Grimes) has determined that an upgrade to its reservation and program management software will lead to an enhanced customer experience when registering for programs and facility rentals; and

WHEREAS, the software vendor of CivicPlus (Vendor) has been selected through a committee review of multiple similar software platforms; and

WHEREAS, the Vendor has proposed the attached Statement of Work (SOW) and compensation to be paid by Grimes for their software and implementation services related to the reservation and program management software system; and

WHEREAS, the reservation and program management software system is being purchased From CivicPlus, (Brian Rempe, CEO, 302 South 4th Street, Suite 500 Manhattan, Kansas 66502) pursuant to the attached SOW; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor and City Clerk are authorized to execute the attached SOW from CivicPlus 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 23rd day of May 2023, and approved by the Mayor on the 23rd day of May, 2023.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-37869-8
Date: 2/23/2023 8:45 AM
Expires On: 5/26/2023

Client:
GRIMES, IOWA

Bill To:
GRIMES, IOWA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Nicholas Glasgow	x	nicholas.glasgow@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	CivicRec Lighting Integration	CivicRec can schedule lighting at ball fields that are controlled by Skylogix or Musco lighting systems.	One-time	USD 2,231.25
1.00	CivicRec Premium	Premium Package -Project Coordination -Branded Public Portal -Help Center Access -Access to Live Project Support -Named Implementation Consultant	One-time	USD 3,302.25
4.00	CivicRec Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time	USD 2,550.00
1.00	CivicRec Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours	One-time	USD 637.50
1.00	CivicRec Annual Fee	CivicRec Annual Fee	Renewable	USD 4,500.00
1.00	CivicRec Pay - Forte	CivicRec Pay - Forte		USD 0.00
1.00	CivicRec Pay Annual Fee - Forte	CivicRec Pay Annual maintenance and support fee	Renewable	USD 1,500.00
1.00	CivicRec Pay Implementation - Forte	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.	One-time	USD 0.00
1.00	CivicRec Custom IdP Integration (Secondary)	Secondary set up of Custom IdP	One-time	USD 0.00

~~List Price - Year 1 Total~~	~~USD 19,785.00~~
Total Investment - Initial Term	USD 14,721.00
Annual Recurring Services - Year 2	USD 6,000.00

Initial Term & Renewal Date	12 Months
Initial Term Invoice Schedule	50% invoiced on signature date and 50% invoiced 6 months from signature date or completion of implementation, if earlier

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Renewal Invoice Schedule	Annually on date of signing
Annual Uplift	5% starting in Year 3

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

Authorized Client Signature

By: _____

Name: Scott Mikkelsen

Title: Mayor

Date: 5.23.2023

CivicPlus

By: Amy Vikander

Name: Amy Vikander

Title: Senior Vice President of Customer Success

Date: May 1, 2023

Organization Legal Name: City of Grimes

Billing Contact: Carol Thornburg

Title: Staff Accountant

Billing Phone Number: 515-986-3036

Billing Email: AccountsPayable@grimesiowa.gov

Billing Address:

101 NE Harvey St.

Grimes IA 50111

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 05/23/2023

AGENDA ITEM: Resolution Approving Consent and Agreement for Improvements within stormwater flowage easement and sanitary sewer easement on Lot 6 of Chevalia Valley 2 (209 NE 22nd Circle).

BACKGROUND: The owner of 209 NE 22nd Circle has requested approval to install a fence within the stormwater flowage easement and sanitary sewer easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the stormwater flowage easement and sanitary sewer easement.

BUDGETARY CONSIDERATIONS:
N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S):
N/A

STAFF RECOMMENDATION:
Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within stormwater flowage easement and sanitary sewer easement for Lot 6 of Chevalia Valley 2 (209 NE 22nd Circle).

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

RESOLUTION NO. 05-2623

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN SANITARY SEWER EASEMENT AND STORMWATER FLOWAGE EASEMENT FOR
LOT 6 IN CHEVALIA VALLEY 2
209 NE 22ND CIRCLE

WHEREAS, the owners of Lot 6 in Chevalia Valley 2 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within sanitary sewer easement and stormwater flowage easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the Consent and Agreement for Improvements within sanitary sewer easement and stormwater flowage easement ("Consent and Agreement") regarding Lot 6, Chevalia Valley 2, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this 23rd day of May, 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515) 986-3036
Taxpayer Information: City of Grimes 505 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 Charles Uknes and Carole Uknes, 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 6 of Chevalia Valley 2 (209 NE 22nd Circle), 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 storm water flowage easement, in Chevalia Valley 2 plat dated January 12, 2016 recorded on July 5, 2016, in Book 16076, Page 956, and sanitary sewer easement, dated May 9, 2006, recorded on July 6, 2006, in Book 11733 Page 953 in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.

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

4. CITY CONSENT TO INSTALLATION OF IMPROVEMENTS. The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the Improvement such

that the Improvement does not impede the use and enjoyment of the Easement Area by the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall obtain all necessary licenses and approvals for the installation of the Improvement pursuant to City Ordinances.

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

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

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

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

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

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

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

Signed this 9 day of May, 2023

PROPERTY OWNERS

Charles Uknes

Charles Uknes

Carole Uknes

Carole Uknes

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 9th day of May, 2023 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Charles Uknes, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

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

Evann Martin

Notary Public in and for the
State of Iowa

My Commission expires 7/20/24

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 9th day of May, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Carole Uknes, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.

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

Evann Martin

Notary Public in and for the
State of Iowa

My Commission expires 7/20/24

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4’ black chain-link fence has been proposed to be constructed in a stormwater flowage easement and sanitary sewer easement on Lot 6 of Chevalia Valley 2 (209 NE 22nd Circle) in accordance to permit number FN-23-030.

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 05/23/2023

AGENDA ITEM: Resolution Approving Consent and Agreement for Improvements within storm sewer easement on Lot 24 of Willow Hills Plat 1 (2962 NW Brookside Drive).

BACKGROUND: The owner of 2962 NW Brookside Drive has requested approval to install a fence within the storm sewer easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain storm sewer easement.

BUDGETARY CONSIDERATIONS:
N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S):
N/A

STAFF RECOMMENDATION:
Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within storm sewer easement for Lot 24 of Willow Hills Plat 1 (2962 NW Brookside Drive).

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

RESOLUTION NO. 05-2723

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN STORM SEWER EASEMENT FOR
LOT 24 OF WILLOW HILLS PLAT 1
2962 NW BROOKSIDE DRIVE

WHEREAS, the owners of Lot 24 in Willow Hills Plat 1 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within storm sewer easement to permit the installation of a fence within the easement area on the Property; and

WHEREAS, City desires to accept the Consent and Agreement for Improvements within storm sewer easement.

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

That the Consent and Agreement for Improvements within storm sewer easement ("Consent and Agreement") regarding Lot 24, Willow Hills Plat 1, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this 23rd day of May, 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515) 986-3036
Taxpayer Information: City of Grimes 505 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 Jason Swanson and Alejandra Real, 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 24 of Willow Hills Plat 1 (2962 NW Brookside Drive), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

2. EXISTING EASEMENT. The Property Owner or Property Owner's predecessor in title, granted that certain storm sewer easement, dated August 24, 2021 recorded on September 16, 2021, in Book 18754, Page 646, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.

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

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

the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall obtain all necessary licenses and approvals for the installation of the Improvement pursuant to City Ordinances.

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

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

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

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

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

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

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

Signed this 9 day of May, 20__.

PROPERTY OWNERS

Jason Swanson

Alejandra Real

STATE OF ~~IOWA~~ Illinois)
) SS
COUNTY OF Cook)

On this 9TH day of May, 2023 before me, the undersigned, a Notary Public in and for the State of ~~Iowa~~ ILLINOIS, personally appeared Jason Swanson, 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.

STEPHANIE MOORE
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
March 05, 2025

Stephanie Moore

Notary Public in and for the
State of ~~Iowa~~ Illinois

My Commission expires 03/05/2025

STATE OF ~~IOWA~~ Illinois)
) SS
COUNTY OF Cook)

On this 9TH day of May, 2023, before me, the undersigned, a Notary Public in and for the State of ~~Iowa~~ ILLINOIS, personally appeared Alejandra Real, 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.

STEPHANIE MOORE
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
March 05, 2025

Stephanie Moore

Notary Public in and for the
State of ~~Iowa~~ Illinois

My Commission expires 03/05/2025

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 5’ wrought iron fence has been proposed to be constructed in a storm sewer easement on Lot 24 of Willow Hills Plat 1 (2962 NW Brookside Drive) in accordance to permit number FN-23-032.

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 05/23/2023

AGENDA ITEM: Resolution Approving Consent and Agreement for Improvements within storm sewer easement and overland flowage easement on Lot 43 of Autumn Park Plat 5 (304 NW Beechwood Drive).

BACKGROUND: The owner of 304 NW Beechwood Drive has requested approval to install a fence within the storm sewer easement and overland flowage easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the storm sewer easement and overland flowage easement.

BUDGETARY CONSIDERATIONS:
N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S):
N/A

STAFF RECOMMENDATION:
Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within storm sewer easement and overland flowage easement for Lot 43 of Autumn Park Plat 5 (304 NW Beechwood Drive).

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

RESOLUTION NO. 05-2823

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN STORM SEWER EASEMENT AND OVERLAND FLOWAGE EASEMENT FOR
LOT 43 OF AUTUMN PARK PLAT 5
304 NW BEECHWOOD DRIVE

WHEREAS, the owners of Lot 43 of Autumn Park Plat 5 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within storm sewer easement and overland flowage easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the Consent and Agreement for Improvements within storm sewer easement and overland flowage easement ("Consent and Agreement") regarding Lot 43, Autumn Park 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.

PASSED AND APPROVED this 23rd day of May, 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515) 986-3036
Taxpayer Information: City of Grimes 505 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 Nicholas Lauterbach and Haley Lauterbach, 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 43 of Autumn Park Plat 5 (304 NW Beechwood Drive), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

2. EXISTING EASEMENT. The Property Owner or Property Owner's predecessor in title, granted that certain overland flowage easement, dated May 10, 2016 recorded on July 5, 2016, in Book 16076, Page 280, and storm sewer easement, dated May 10, 2016, recorded on July 5, 2016, in Book 16076, Page 290 in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.

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

4. CITY CONSENT TO INSTALLATION OF IMPROVEMENTS. The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the Improvement such

that the Improvement does not impede the use and enjoyment of the Easement Area by the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall obtain all necessary licenses and approvals for the installation of the Improvement pursuant to City Ordinances.

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

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

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

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

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

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

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

Signed this 12 day of May, 2023

PROPERTY OWNERS

Nicholas Lauterbach

Haley Lauterbach

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 12th day of May, 2023 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Nicholas Lauterbach, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

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

Rachel Greving
Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2025

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 12th day of May, 2023 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Haley Lauterbach, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.

NOTARIAL SEAL IOWA
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: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4’ black chain-link fence has been proposed to be constructed in a storm sewer easement and overland flowage easement on Lot 43 of Autumn Park Plat 5 (304 NW Beechwood Drive) in accordance to permit number FN-23-031.

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 05/23/2023

AGENDA ITEM: Resolution Approving Consent and Agreement for Improvements within overland flowage easement on Lot 64 of Beaverbrooke Pointe Plat 3 (1500 NE Heritage Drive).

BACKGROUND: The owner of 1500 NE Heritage Drive has requested approval to install a fence within the overland flowage easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the overland flowage easement.

BUDGETARY CONSIDERATIONS:
N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S):
N/A

STAFF RECOMMENDATION:
Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Lot 64 of Beaverbrooke Pointe Plat 3 (1500 NE Heritage Drive).

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

RESOLUTION NO. 05-2923

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE EASEMENT FOR
LOT 64 OF BEAVERBOOKE POINTE PLAT 3
1500 NE HERITAGE DRIVE

WHEREAS, the owners of Lot 64 in Beaverbrooker Pointe Plat 3 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within an overland flowage easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the Consent and Agreement for Improvements within an overland flowage easement ("Consent and Agreement") regarding Lot 64, Beaverbrooker Pointe Plat 3, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this 23rd day of May, 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515) 986-3036
Taxpayer Information: City of Grimes 505 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 Parker Salentine and Kimberly Salentine, 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 64 of Beaverbrooke Pointe Plat 3 (1500 NE Heritage Drive), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

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

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

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

the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall obtain all necessary licenses and approvals for the installation of the Improvement pursuant to City Ordinances.

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

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

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

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

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

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

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

Signed this 15th day of May, 2023

PROPERTY OWNERS

Parker Salentine

Kimberly Salentine

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 15th day of May, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Parker Salentine, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

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

Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2025

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 15th day of May, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kimberly Salentine, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.

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

Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2025

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4' black chain-link fence has been proposed to be constructed in an overland flowage easement on Lot 64 of Beaverbrooke Pointe Plat 3 (1500 NE Heritage Drive) in accordance to permit number FN-23-037.

EXHIBIT A

EASEMENT AREA

A 4’ black chain-link fence has been proposed to be constructed in an overland flowage easement on Lot 64 of Beaverbrooke Pointe Plat 3 (1500 NE Heritage Drive) in accordance to permit number FN-23-037.

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 05/23/2023

AGENDA ITEM: Resolution Approving Consent and Agreement for Improvements within surface water flowage easement on Lot 61 of Beaverbrooke West Plat 4 (1908 NW Norton Court).

BACKGROUND: The owner of 1908 NW Norton Court has requested approval to install a fence within the surface water flowage easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the surface water flowage easement.

BUDGETARY CONSIDERATIONS:
N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S):
N/A

STAFF RECOMMENDATION:
Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within surface water flowage easement for on Lot 61 of Beaverbrooke West Plat 4 (1908 NW Norton Court).

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

RESOLUTION NO. 05-3023

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN SURFACE WATER FLOWAGE EASEMENT FOR
LOT 61 OF BEAVERBROOKE WEST PLAT 4
1908 NW NORTON COURT

WHEREAS, the owners of Lot 61 in Beaverbrooke West Plat 4 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 fence within the easement area on the Property; and

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

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

That the Consent and Agreement for Improvements within surface water flowage easement ("Consent and Agreement") regarding Lot 61, Beaverbrooke West Plat 4, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this 23rd day of May, 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515) 986-3036
Taxpayer Information: City of Grimes 505 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 Jesse Romero and Jessica Romero, 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 61 of Beaverbrooke West Plat Four (1908 NW Norton Court), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

2. EXISTING EASEMENT. The Property Owner or Property Owner's predecessor in title, granted that certain surface water flowage easement, dated October 13, 2005 recorded on October 17, 2005, in Book 11343, Page 501, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.

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

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

the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall obtain all necessary licenses and approvals for the installation of the Improvement pursuant to City Ordinances.

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

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

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

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

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

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

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

Signed this 12th day of May, 2023

PROPERTY OWNERS

Jesse Romero

Jessica Romero

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 12th day of May, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jesse Romero, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

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

Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2025

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 12th day of May, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jessica Romero, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.

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

Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2025

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4’ black chain-link fence has been proposed to be constructed in a surface water flowage easement on Lot 61 of Beaverbrooke West Plat 4 (1908 NW Norton Court) in accordance to permit number FN-23-040.

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 05/23/2023

AGENDA ITEM: Resolution Approving Consent and Agreement for Improvements within overland flowage easement and landscape buffer easement on Lot 4 of Heritage at Grimes Plat 3 (1912 NE Park Drive).

BACKGROUND: The owner of 1912 NE Park Drive has requested approval to install a shed within the overland flowage easement and landscape buffer easement on the subject property. The installation of the shed has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain overland flowage easement and landscape buffer easement.

BUDGETARY CONSIDERATIONS:
N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S):
N/A

STAFF RECOMMENDATION:
Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within overland flowage easement and landscape buffer easement for Lot 4 of Heritage at Grimes Plat 3 (1912 NE Park Drive).

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

RESOLUTION NO. 05-3123

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE EASEMENT AND LANDSCAPE BUFFER EASEMENT FOR
LOT 4 OF HERITAGE AT GRIMES PLAT 3
1912 NE PARK DRIVE

WHEREAS, the owners of Lot 4 in Heritage at Grimes Plat 3 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within overland flowage easement and landscape buffer easement to permit the installation of a shed within the easement area on the Property; and

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

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

That the Consent and Agreement for Improvements within overland flowage easement and landscape buffer easement ("Consent and Agreement") regarding Lot 4, Heritage at Grimes Plat 3, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this 23rd day of May, 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

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

CONSENT AND AGREEMENT FOR IMPROVEMENTS

This CONSENT AND AGREEMENT FOR IMPROVEMENTS ("Agreement") is entered into by and between Quentin Greenough, (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 4 of Heritage at Grimes Plat 3 (1912 NE Park Drive), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

2. EXISTING EASEMENT. The Property Owner or Property Owner's predecessor in title, granted that certain overland flowage easement, dated June 14, 2016, recorded on September 16, 2016, in Book 16183, Page 250, and granted that certain landscape buffer easement, dated June 14, 2016, recorded on September 16, 2016, in Book 16183, Page 235, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.

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

4. CITY CONSENT TO INSTALLATION OF IMPROVEMENTS. The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the Improvement such

that the Improvement does not impede the use and enjoyment of the Easement Area by the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall obtain all necessary licenses and approvals for the installation of the Improvement pursuant to City Ordinances.

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

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

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

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

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

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

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

Signed this 10th day of May, 2023.

PROPERTY OWNERS

Quentin Greenough

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 10th day of May, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Quentin Greenough, 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.

STEPHANIE APPLEBY
Commission Number 833686
My Commission Expires
8-11-2024

Notary Public in and for the
State of Iowa

My Commission expires 8-11-2024

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 10’x12’ accessory building has been proposed to be constructed in an overland easement and landscape buffer easement on Lot 4 of Heritage at Grimes Plat 3 (1912 NE Park Drive) in accordance to permit number AC-23-011.

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 05/23/2023

AGENDA ITEM: Resolution Approving Consent and Agreement for Improvements within surface water flowage easement for Bridge Creek Plat 3 Lot 20

BACKGROUND: The owner of 601 NE Bridge Creek Crossing has requested approval to install landscaping within the surface water flowage easement on the subject property. The installation of the landscaping 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.

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 for Bridge Creek Plat 3 Lot 20.

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. 05-3223

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN SURFACE WATER FLOWAGE EASEMENT FOR
LOT 20 IN BRIDGE CREEK PLAT 3
601 NE BRIDGE CREEK CROSSING

WHEREAS, the owners of Lot 20 in Bridge Creek Plat 3 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 landscaping within the easement area on the Property; and

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

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

That the Consent and Agreement for Improvements within surface water flowage easement ("Consent and Agreement") regarding Lot 20, Bridge Creek Plat 3, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this 23rd day of May, 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

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

CONSENT AND AGREEMENT FOR IMPROVEMENTS

This CONSENT AND AGREEMENT FOR IMPROVEMENTS ("Agreement") is entered into by and between John and Kristine Carlile, 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 20 of Bridge Creek Plat 3 (601 NE Bridge Creek Crossing), 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 August 13, 2013 recorded on September 27, 2013, in Book 14973, Page 191-196, 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 landscaping on the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the "Improvement"), which encroaches into the Easement Area, and the City has agreed to consent to the installation of the Improvement within the Easement Area, subject to the conditions set forth in this Agreement.

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

Notwithstanding the foregoing, the Property shall obtain all necessary licenses and approvals for the installation of the Improvement pursuant to City Ordinances.

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

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

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

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

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

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

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

Signed this 15th day of May, 2023

PROPERTY OWNERS

John Carlile

Kristine Carlile

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 15th day of May, 2023 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Carlile, 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

Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2025

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 15th day of May, 2023 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kristine Carlile, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.

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

Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2025

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the
State of Iowa

My Commission expires _____

Exhibit A

EASEMENT AREA

DESCRIPTION OF IMPROVEMENTS:

1) 40-foot stone wall of boulders 22" – 28" high from existing grade located 15 feet from property line on north side of property

2) 3 or 4 trees planted 10 – 12 feet from north side of property line spaced 12 – 20 feet apart.

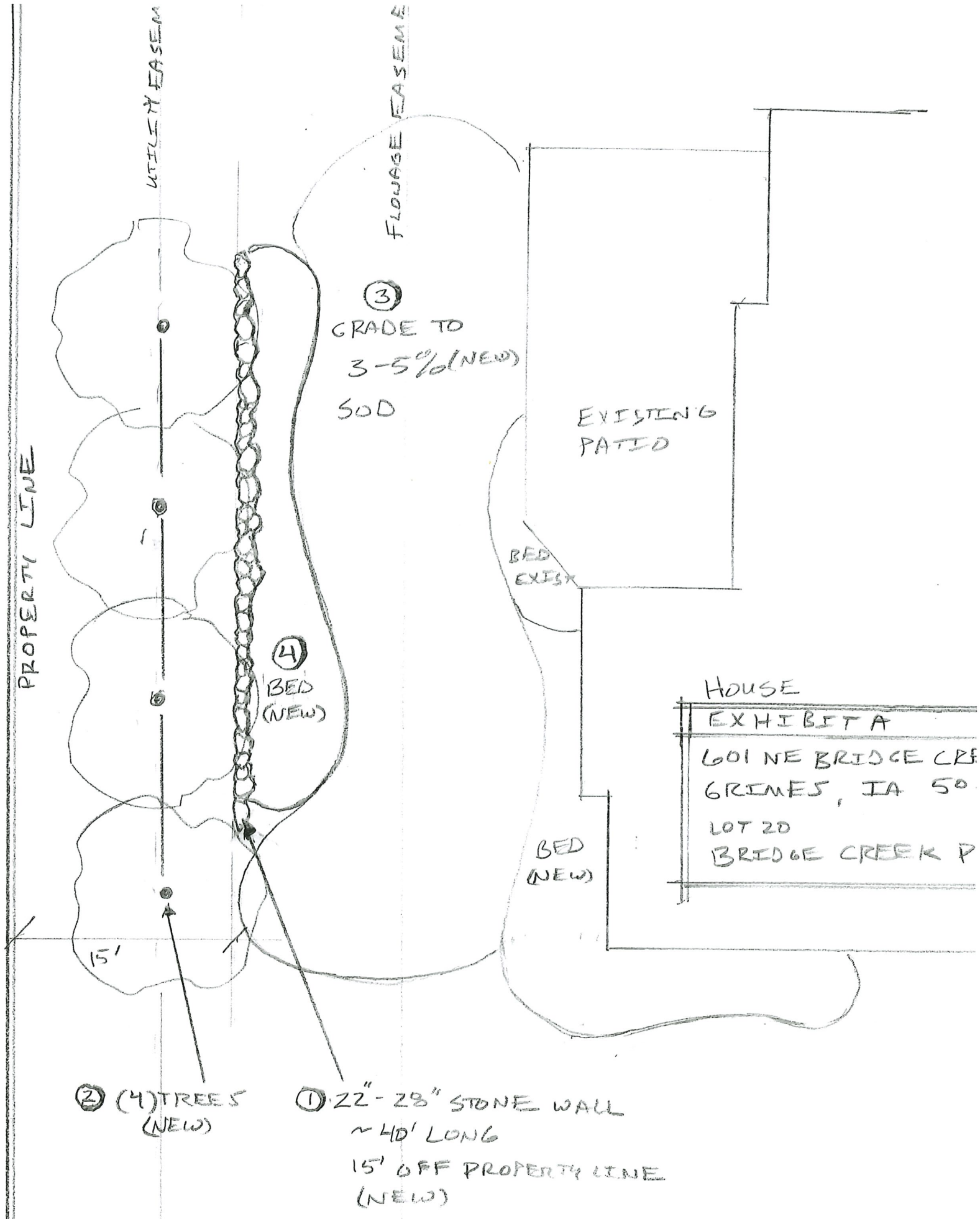
3) Grade and resod yard between house and existing patio to 3-5% grade

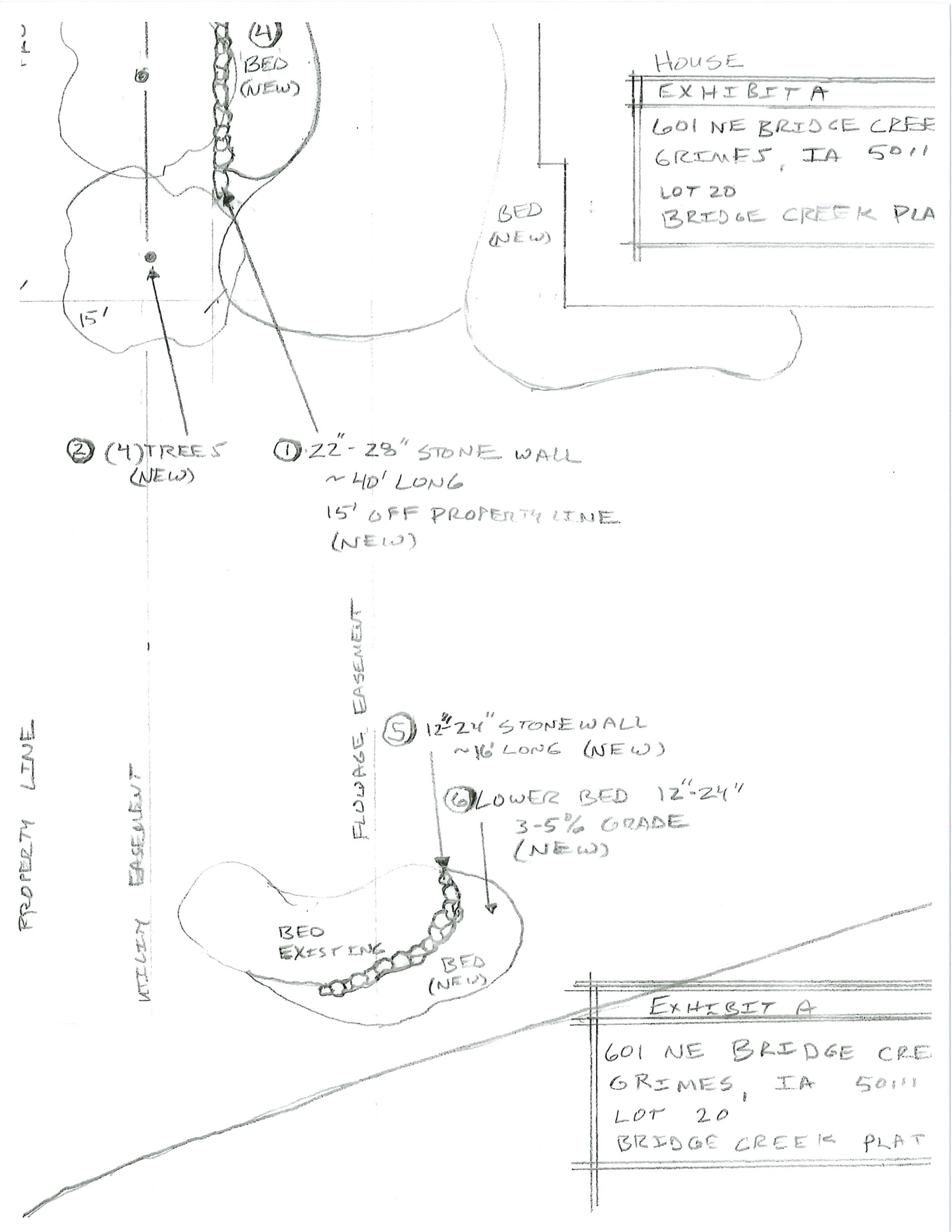
4) 40-foot landscape bed along stone wall 15-24 feet from property line

5) ~16-foot stone wall of boulders 12 – 24" high along landscape bed

6) Lower grade below stone wall and add new landscape bed with 3-5% grade.

7) Existing landscape bed and existing 4 trees.


UTILITY EASEM
FLOWAGE EASEM
PROPERTY LINE
3
GRADE TO
3-5% (NEW)
SOD
EXISTING
PATIO
BED
EXIST
4
BED
(NEW)
HOUSE
EXHIBIT A
601 NE BRIDGE CR
GRIMES, IA 50
LOT 20
BRIDGE CREEK P
BED
(NEW)
15'
2 (4) TREES
(NEW)
1 22"-28" STONE WALL
~40' LONG
15' OFF PROPERTY LINE
(NEW)


(4)
BED
(NEW)
HOUSE
EXHIBIT A
601 NE BRIDGE CREE
GRIMES, IA 5011
LOT 20
BRIDGE CREEK PLA
BED
(NEW)
15'
(2) (4) TREES
(NEW)
(1) 22" - 28" STONE WALL
~40' LONG
15' OFF PROPERTY LINE
(NEW)
PROPERTY LINE
UTILITY EASEMENT
FLOWAGE EASEMENT
(5) 12"-24" STONEWALL
~16' LONG (NEW)
(6) LOWER BED 12"-24"
3-5% GRADE
(NEW)
BED
EXISTING
BED
(NEW)
EXHIBIT A
601 NE BRIDGE CRE
GRIMES, IA 5011
LOT 20
BRIDGE CREEK PLAT

ANNUAL REPORT
2022
CITY CLERK

DIRECTOR'S LETTER

Since the beginning of my employment with the City of Grimes in 2008, there have been numerous changes in our operational procedures. Not long ago, all miscellaneous checks were manually logged in a receipt book and coded by hand. Accounts payable and payroll checks were printed using a dot matrix printer, a process that always left me with my fingers crossed, hoping it wouldn't encounter any issues. The distinct sound of the printer signified the printing of paychecks. However, with the acquisition of new software in 2011, I was able to implement Automated Clearing House (ACH) for payroll and utilize an office printer for check printing. Although we were predominantly a one-person operation, as the City expanded, the increase in staff facilitated a greater level of specialization. We realized the necessity of adapting rapidly to accommodate this growth, prompting the development of new policies and the adoption of an innovative mindset. This has been a period of constant change.

The City Clerk's office manages a diverse range of administrative services and fulfills dozens of statutory obligations as subscribed under the Iowa Code. Along with this, the Clerk's office provides support to the Mayor, Council and City Administrator as subscribed under the Iowa Code. Our office serves as the custodian of documents related to the City's history through minutes, resolutions, ordinances, hearings, annexations, bonds, various contracts and land acquisitions. We produce accurate and timely meeting minutes which provide insight into local governance. We work with the City's bonding and City Attorneys to provide statutory hearings and notices. Our office also keeps all titles to all equipment. We report to the City's auditor each year to be sure all requirements have been met regarding publishing notices, minutes, ordinances, timeliness of reports and that items deemed necessary have been placed on the agenda. The Clerk's office serves as the central point of contact for all public record requests. We support open communication and information sharing so that community members can better participate in their local government. The volume of these requests continues to increase. We also receive and coordinate responses back to community members. In a continued effort to grow community involvement and connection to local government, we post meeting agendas and meeting packets on the City's website along with making meetings available by Zoom. We are looking forward to the implementation of the new Agenda Management software.

I want to thank Deputy City Clerk Olivia DeYoung for all her efforts which have contributed to the success of our department. We are appreciative of the learning and growth opportunities we have been afforded this year through training, and we eagerly anticipate implementing our new knowledge.

We would like to thank the Mayor and Council for their leadership and guidance in helping our entire team fulfill our responsibilities to the community. You have supported our efforts to modernize and streamline our processes which enable us to better serve the needs of the residents of Grimes. Thank you again for your continued support and your service to our community.

Rachelle Williams

CITY CLERK ANNUAL REPORT

STRATEGIC PLANNING PRIORITIES

The Clerk's office provides internal support for Strategic Planning Priorities of the Council for all departments of the City.

PROCESS IMPROVEMENTS AND KEY METRICS

LEAN PROCESS IMPROVEMENTS

The Clerk's office participated in LEAN Training through DMACC to address improvements to the Council packet preparation. City staff who assist with submittals to the Council packets participated in a mapping exercise that outlines the current process. Over the course of several days, we met to find steps that could be eliminated and more efficient. In the end we were able to set deadlines for submittals and standard templates for submitting agenda items. DMACC encouraged that when errors are made in the materials that are received that instead of the Clerk's office fixing documents, they are sent back to the author to be corrected. The outcome is allowing the clerk's office more time to put a final product together. This process is still a work in progress, but the process has been improved. We have recently purchased Agenda Management Software which will be much more efficient and provide a more professional appearance.

ADDITIONAL DEPARTMENT IMPROVEMENTS

Electronic Signatures
Electronic signatures allow people to sign documents from anywhere, at any time, using any device with an internet connection. It is especially useful when people don't have the time to physically travel to sign documents. Electronic signatures are much faster than traditional paper-based signatures, especially due to the high volume of transactions that need to be completed in

the City. They streamline the process and are accepted at Polk and Dallas County for recording of documents.

Electronic Filings with Polk and Dallas County

Over the past year, we have successfully implemented the transition to electronic filing for the majority of documents that necessitate recording with Polk and Dallas County. This has significantly enhanced the efficiency of our recording procedures. By the use of this electronic filing system, we are now able to promptly record approved documents, mitigating the risk of potential losses through traditional mail channels.

While the cost of recording has slightly increased, the benefits derived from this streamlined process outweigh the expenses. Our office has substantially reduced the number of document copies produced, eliminating the need for postage and envelopes altogether. This change has improved operational efficiency but overall has lowered our costs within our recording procedures.

Online Purchase Orders
Participated in training with the Finance Department for online purchase orders. This automation saves time, reducing the risk of errors and paperwork.

Polk County Public Records Center
New this year, the Clerk's office has the ability to log on to a portal to with Polk County to obtain critical information related to accidents that need to be submitted to the City's liability insurance company. This makes it easy to retrieve information quickly for filling out insurance accident reports.

Online Hosting of City Code - Encode
The utilization of Encode's online hosting solution for the City Code has improved both the visual presentation and accessibility of our municipal regulations. This implementation has significantly enhanced the professional appearance of the city code while also enabling enhanced searchability for the public.

Under this system, whenever an ordinance undergoes updates, our Clerk's office promptly furnishes the revised information to Encode for seamless integration into the online code. As a result, citizens and stakeholders can easily access the most up-to-date version of the City Code, ensuring they remain informed about the latest updates.

Laserfiche Electronic Document Management

The implementation of Laserfiche electronic management systems has proven instrumental in the efficient management of documents, records, and data within the city. Over the past year, a substantial investment of time has been dedicated to scanning and digitizing various historical files, which include ordinances, resolutions, meeting minutes, annexations, contracts, and bonds, which are now integrated into the Laserfiche platform.

This digital platform has yielded considerable cost savings by reducing our use of paper, reducing the need for physical storage space, and staff time spent on locating specific documents. We are still just touching the surface of how the city will use this in the future.

Sunnyhill Cemetery – Addition of GIS Platform

The City is responsible for the maintenance and upkeep of the cemetery grounds, including mowing the grass, trimming trees, repairs, and ensuring that that the cemetery is clean and well maintained. The Clerk's office maintains a record of ownership of lots, burials, and locations of lots. A GIS platform was developed by the GIS Department for the cemetery to digitize data of ownership of cemetery lots. The Deputy Clerk has spent a great deal of time inputting ownership of lots along with burial information. Currently this information is in paper format. Even though our current practice worked well, it is much safer to have this information in electronic form. We receive weekly questions in person and by phone call regarding preplanning with lot purchases, funerals, headstone placement and genealogy. Our office also receives calls from funeral homes for upcoming funerals or monument companies to place headstones. A map is prepared and then given to public works to mark the lot. The digging of the graves is outsourced. We also provide maps to public works to mark headstones that are going to be placed by monument companies. We work with public works regarding the cleanup of the cemetery. We receive compliments frequently telling us how beautifully the cemetery is maintained and feel it is a great asset to the city.

Lot sales from 2014-2023.

Sunny Hill Lot Sales

2023	14
2022	31
2021	44
2020	18
2019	27
2018	22
2017	30
2016	28
2015	32
2014	11

5th Addition Available Lots

NE 1/4	72
NW 1/4	123
SE 1/4	136
SW 1/4	232

2022 Contacts for Sunny Hill

43	Funerals
36	Stone Settings
54	Maintenance

Alcohol and Cigarette, Tobacco, Nicotine/ Vapor Licensing

Our department processes all alcohol licenses for establishments within the city, through an online system facilitated by the Iowa Alcoholic Beverage Division. Annually, these licenses are placed on the council agenda for approval by the City Council. Before they are placed on the agenda, inspections are conducted by the fire department to ensure compliance with fire code regulations.

We are also responsible for administering annual licensing for cigarettes, tobacco, nicotine, and vapor retail permits. The Finance Department has introduced a billing module that serves as a tool for licensing procedures. This module has expedited the process of issuing renewals while allowing for tracking of renewal payments.

ABD

2023	34
2022	34
2021	32

Tobacco

2023	19
2022	18
2021	18

ADDITIONAL FUNCTIONS OF THE CLERK'S OFFICE

Agenda Items
The Clerk's office is the central location for all items to be placed on the Council Agenda. We ensure that documents are signed, recorded with county if needed, scanned and copies returned to other parties or department heads. We also work with the bonding attorney's and City Attorney for legal papers.

2022 Agenda Items - 1061
2021 Agenda Items - 929

Legal Publications
Cities have specific requirements for legal publications in a newspaper of general circulation in the area. All legal publishing requirements are sent to the newspaper by the clerk's office. Some

of the required legal publishing's include minutes, claims reports, wage reports, easements, public hearing notices, annexations, sale of property, rezones, ordinances, and bond sales.

2023 YTD	Jan-April			
Ordinances	Notices	Minutes	Claims	Total
4	27	7	7	45
2022				
Ordinances	Notices	Minutes	Claims	
16	43	23	25	107
2021				
Ordinances	Notices	Minutes	Claims	
11	46	24	24	105

Since 2008 we have amended or adopted 203 ordinances. During this same time frame there have been 115 final plats that have come through our office.

Ordinances

2023 YTD	4
2022	18
2021	11
2020	15

NEW GRIMES LIBRARY PAYMENT PROCESSING

We have played a very active role in the processing of payments and change orders for the new Grimes Public Library. We have a great working relationship with Weitz, Invision and Christensen Development through this process.

TAX EXCEMPT CERTIFICATES

In Iowa, tax exemption certificates are issued by the Iowa Department of Revenue to exempt certain purchases from state sales tax. The clerk's office registers capital projects main and subcontractors with the State of Iowa for tax exception certificate through an online portal with the State of Iowa. Once these are registered the clerk's office returns a copy to the general contractor for disbursement to the subcontractors and kept as part of the capital project book.

LIENS AND ASSESSMENTS ON PROPERTY

The Clerk's office may also place a lien on property through the county on properties for unpaid bills to the city. These are done if we have exhausted all other means of collection. This can be for unpaid utilities, assessments or mowing done by the city.

HOME BASE IOWA PROGRAM

Home Base Iowa is a program that was launched by the State of Iowa in 2014 to encourage veterans to make Iowa their home. The program offers a number of benefits to veterans such as employment opportunities, education, tax benefits, assistance with housing and community support. The Clerk's office administers the Home Base Iowa Program property tax relief portion. The resident provides us with proof of payment of property taxes twice a year and we submit them for payment for reimbursement on a portion of their property taxes. The tax relief portion of this program is close to being completed. Over the course of the program 72 veterans have participated in the program.

TREE BOARD

Grimes is now in the 7th year as a "Tree City USA" member. The Grimes's Tree Board is a committee of the City that is responsible for managing and promoting the urban forest in Grimes, Iowa. The board is made up of very knowledgeable community volunteers who are passionate about preserving and enhancing the trees in Grimes. Olivia DeYoung, the Deputy City Clerk has been very active with the Tree Board since its conception. She puts together the agendas and minutes for this board. She attends all their meetings and has a very active part in coordinating and participating in all of their tree plantings. She has ordered the trees for their Arbor Days Planting under the Board's guidance.

Trees Planted on Arbor Day (additional trees planted each year by public works)

2023	31 Trees
2022	38 Trees
2021	30 Trees
2020	30 Trees
2019	17 Trees
2018	38 Trees
2017	30 Trees
Total	214 Trees

REQUEST FOR INFORMATION

Under the Iowa Code Chapter 22 it provides for the accessing of public records held by government entities in Iowa. Under this law, individuals have the right to request and receive copies of public records, including documents, emails, and other materials held by state and local government agencies. According to Iowa Code Chapter 22 these must be in the form of a written request detailing the record or records being requested. The Clerk's office is the central location for all requests for information. We work with different departments to provide answers to these questions in a timely manner.

CITY'S CASUALTY, LIABILITY AND CYBER SECURITY INSURANCE

The Clerk's office is entrusted with the responsibility of overseeing the management of the City's liability, casualty, and cyber security insurance. Our primary duties encompass ensuring appropriate coverage, evaluating risk factors, and collaborating with insurance providers to mitigate potential liabilities. We work with ICAP, the City's insurance company, and work

through the agent of record, True North Companies, for the City's Casualty and Liability Insurance requirements.

Annually, the Clerk's office arranges meetings with Department Heads and True North Companies to assess the adequacy of their department's coverage. All claims are processed and submitted to ICAP by our office.

During the renewal of the City's general liability insurance last year, it came to our attention that ICAP would not be able to offer cyber security insurance. In response, we engaged with Jester Insurance and successfully secured coverage through CFC. However, this coverage was contingent upon implementing multi-factor authentication before our next renewal, which the IT Department accomplished prior to our April 1, 2023, renewal date.

Our renewed policy with CFC includes $1 million in ransomware coverage and $250,000 in crime coverage, encompassing social engineering and phishing claims, without an annual aggregate limit. This year, the premiums for liability insurance experienced another increase, partially attributed to the addition of the new Reverse Osmosis Plant and the increased valuations of our buildings and additional equipment.

In 2021, our office processed a total of 26 claims submitted to ICAP. Due to their complexity, certain claims, such as a sewer backup in a neighborhood and electrical damage to an ambulance, continued for more than six months. In 2022, we handled 13 claims, including the ongoing claim for the electrical fire at the New Jordan Well, which began in May 2022 and is expected to persist throughout most of 2023. Our office assumes responsibility for managing the submittals and payment of bills associated with this claim. Furthermore, we maintain regular meetings with the insurance company and the engineering firm overseeing the well's repair, providing historical information pertinent to the claim, which is estimated to amount to approximately $1.4 million.

Year	# of Claims	Amount Paid	
2023	4	$22,410.45	open Jordan well claim $1.4 M
2022	12	$307,116.87	
2021	26	$183,957.35	

COVERAGES	ICAP 21/22	ICAP 22/23	ICAP 23/24
Property Including Inland Marine			
Total Property Value	70,791,297	74,355,796	106,300,277
Building	66,548,269	70,080,486	100,384,034
Personal Property	4,810,980	4,865,980	6,565,980
Inland Marine			
EDP-Hardware	19,575	19,757	16,700
Miscellaneous-Scheduled Property	1,628,773	1,167,857	1,557,233
Miscellaneous-Unscheduled Property	325,076	829,307	829,307
Total Blanket TIV-IM	1,973,424	2,016,921	2,403,240
Auto			
Vehicle Value	6,138,242	6,263,749	6,379,654

BUIILDERS RISK FOR NEW GRIMES PUBLIC LIBRARY

The Clerk's office worked with ICAP this year on the New Grimes Library project to take out a Builders' Risk Insurance Policy to cover the project during construction. We are working with ICAP on the insurance for the Splash Pad once it is completed. Our office also makes sure to add on equipment/property as it is purchased and remove equipment as it is sold.

COMMUNITY OUTREACH

GRIMES STOREHOUSE

In 2022 we contacted the Grimes Storehouse to be a food drop off site. The location and availability of hours that we are open have made this an easy location for residents to drop off food and other household items. Currently City Hall is one of the larger donation sites for the Food Pantry in Grimes. We feel this is a very important program to our residents.

PRESCRIPTION DRUG DROPOFF BOX

City Hall is also a drop off location for unused, or expired, prescription medications through the Polk County Sheriff's office. This is highly used and appreciated by residents. The program is in place to prevent medication from falling into the wrong hand and for proper disposal to avoid negative consequences for public health and safety.

CLEAN UP DAYS

We work with Metro Waste Authority to set up Clean Up Days each year. We also contact apartments, condominiums, townhomes and mobile home courts who are not on the City's trash and recycling to see if they would like to participate.

CALLS TO CITY HALL

There has been an increase in complaint calls to our office regarding neighbor to neighbor these last two years which may be attributed to a growing city. We have had a good working relationship with the Polk County Sheriff's office on handling a lot of these concerns.

TRAININGS:

- Iowa Municipal Finance Officers Association (IMFOA) Spring and Fall Conferences
- Iowa Employment Spring and Fall Conference
- Iowa International City/County Management Association (ICMA) High Performance Leadership Academy – 12 weeks online course
- Golden Circle Municipal Officer's Association monthly trainings
- IPELRA – online trainings
- First Aid/CPR Training
- Iowa Communities Assurance Pool (ICAP) monthly liability insurance online trainings
- Various DMACC Trainings including 2019 Emerging Leaders, LEAN Agenda Management and Budget, 9 Ways to Catapult Your People Leaders from Good to Great

RESOLUTION NO. 05-3323 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 23rd day of May, 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

WHITFIELD & EDDY LAW

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

May 11, 2023

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

Invoice:	314592
Client:	176170
Matter:	0101
Billing Attorney:	TIH

REMITTANCE ADVICE

RE: City Of Grimes - General

BALANCE DUE THIS INVOICE $ 21,385.00

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

WHITFIELD & EDDY LAW

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

May 11, 2023

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

Invoice:	314589
Client:	176170
Matter:	0009
Billing Attorney:	TIH

REMITTANCE ADVICE

RE: Firefighters Union Matters

BALANCE DUE THIS INVOICE $ 12,361.00

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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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

May 11, 2023

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

Invoice:	314590
Client:	176170
Matter:	0010
Billing Attorney:	TIH

REMITTANCE ADVICE

RE: M-KEDS, LTD. - Right of Way Purchase

BALANCE DUE THIS INVOICE $ 195.00

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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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

May 11, 2023

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

Invoice:	314591
Client:	176170
Matter:	0012
Billing Attorney:	TIH

REMITTANCE ADVICE

RE: Hold on Holdings, LLC (Disposal of Real Property - Water Tower Parcel)

BALANCE DUE THIS INVOICE $ 39.00

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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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

May 11, 2023

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

Invoice: 314593
Client: 176170
Matter: 0878
Billing Attorney: TIH

REMITTANCE ADVICE

RE: Norfolk Southern Railway Company-Condemnation

BALANCE DUE THIS INVOICE **$ 235.00**

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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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: May 23, 2023 **PAYMENT REQUEST #** 37
PAYMENT PERIOD: From: March 1, 2023 Through: March 31, 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:	$ 341,085.30			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 341,085.30		
Less previous applications for payment:		$ 335,377.80		
SUBTOTAL			$	5,707.50
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	5,707.50
Balance to finish, including retainage:		$ 119,109.70		
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 5/12/23

Date

City of Grimes Staff Approval:

Signature 5-17-23

Date

City of Grimes Council Approval: Council 5-23-23

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: 5/12/2023

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

No.	Date	Amount	BMI Invoice #
36	April 25, 2023	$ 1,507.00	309565
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TOTAL **$ 335,377.80**

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: 5/12/2023

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

April 21, 2023
Project No: A13.120005
Invoice No: 0310563
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	16.50	2,772.00	
Design Engineer	14.50	1,957.50	
Project Engineer	6.00	978.00	
Totals	37.00	5,707.50	
Total Labor			**5,707.50**
		Total this Task	**$5,707.50**
		Total this Invoice	**$5,707.50**

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 #: 145394-145395-145396-145403 ***PO #***
Original Contract Date: August 23, 2022 ***Vendor #*** 2830

Date of Council Meeting: May 23, 2023 **PAYMENT REQUEST #** 9
PAYMENT PERIOD: From: April 2, 2023 Through: April 29, 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:	$ 579,144.89		
Retainage: 5 % of Completed Work:			
Total Earned less Retainage:		$ 579,144.89	
Less previous applications for payment:		$ 533,394.42	
SUBTOTAL			$ 45,750.47
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 45,750.47
Balance to finish, including retainage:		$ 589,505.11	
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 May 16, 2023
Date

City of Grimes Staff Approval:

Signature 5-17-23
Date

City of Grimes Council Approval: Council 5-23-23

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: 5/16/2023

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
8	April 25, 2023	$ 102,195.11
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Previous Applications for Payment

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TOTAL **$ 533,394.42**

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: 5/16/2023

1360 NW 121st Street
Clive, IA 50325

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

April 30, 2023
Project No: 0000211186-010
Invoice No: 145394
Due Date: May 30, 2023

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

Professional Services from April 02, 2023 to April 29, 2023

Phase 100 Hydraulic Model Updates

	Hours	Rate	Amount	
Project Coordinator	.25	135.00	33.75	
Engineer III	1.50	185.00	277.50	
Totals	1.75		311.25	
Total Labor				**311.25**
		Total this Phase		**$311.25**

Phase 124 Iowa DNR Water Supply Permitting

	Hours	Rate	Amount	
Project Manager III	1.75	230.00	402.50	
Totals	1.75		402.50	
Total Labor				**402.50**

	Current	Prior	To-Date	
Total Billings	402.50	0.00	402.50	
Contract Limit (not-to-exceed)			5,000.00	
Contract Limit Remaining			4,597.50	
		Total this Phase		**$402.50**

Phase 501 Final Design Phase

	Hours	Rate	Amount	
Engineer II	4.00	155.00	620.00	
Principal	2.50	270.00	675.00	
Engineering Technician III	2.50	155.00	387.50	
Project Manager III	5.00	230.00	1,150.00	
Totals	14.00		2,832.50	
Total Labor				**2,832.50**

Reimbursable Expenses

Out-Of-Pocket Expenses	175.15	
Total Reimbursables	**175.15**	**175.15**

Project	0000211186-010	Grimes Phase 1A 19th St Water Main	Invoice	145394

	Current	Prior	To-Date	
Total Billings	3,007.65	21,661.25	24,668.90	
Contract Limit (not-to-exceed)			188,400.00	
Contract Limit Remaining			163,731.10	
		Total this Phase		**$3,007.65**

Phase 851 Project Administration

	Hours	Rate	Amount	
Project Manager III	2.00	230.00	460.00	
Project Coordinator	.75	135.00	101.25	
Totals	2.75		561.25	
Total Labor				**561.25**

	Current	Prior	To-Date	
Total Billings	561.25	6,380.00	6,941.25	
Contract Limit (not-to-exceed)			10,000.00	
Contract Limit Remaining			3,058.75	
		Total this Phase		**$561.25**
		Total Due this Invoice		**$4,282.65**

1360 NW 121st Street
Clive, IA 50325

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

April 30, 2023
Project No: 0000211186-020
Invoice No: 145395
Due Date: May 30, 2023

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

Professional Services from April 02, 2023 to April 29, 2023

Phase 124 Iowa DNR Water Supply Permitting

	Hours	Rate	Amount	
Project Manager III	1.00	230.00	230.00	
Totals	1.00		230.00	
Total Labor				**230.00**

	Current	Prior	To-Date
Total Billings	230.00	0.00	230.00
Contract Limit (not-to-exceed)			5,000.00
Contract Limit Remaining			4,770.00

Total this Phase **$230.00**

Phase 301 Funding Source Administration

	Hours	Rate	Amount	
Project Manager III	.50	230.00	115.00	
Totals	.50		115.00	
Total Labor				**115.00**

	Current	Prior	To-Date
Total Billings	115.00	930.00	1,045.00
Contract Limit (not-to-exceed)			2,500.00
Contract Limit Remaining			1,455.00

Total this Phase **$115.00**

Phase 435 Geotechnical Engineering Coordination

	Hours	Rate	Amount	
Engineer II	6.00	155.00	930.00	
Totals	6.00		930.00	
Total Labor				**930.00**

	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

Project	0000211186-020	Grimes Phase 1A NW County Rd Water Main	Invoice	145395

Total this Phase **$930.00**

Phase 501 Final Design Phase

	Hours	Rate	Amount	
Principal	2.00	270.00	540.00	
Engineering Technician III	14.75	155.00	2,286.25	
Project Manager III	4.00	230.00	920.00	
Totals	20.75		3,746.25	
Total Labor				**3,746.25**

Reimbursable Expenses

Out-Of-Pocket Expenses		13.20	
Total Reimbursables		**13.20**	**13.20**

	Current	Prior	To-Date
Total Billings	3,759.45	20,210.00	23,969.45
Contract Limit (not-to-exceed)			168,350.00
Contract Limit Remaining			144,380.55

Total this Phase **$3,759.45**

Phase 851 Project Administration

	Hours	Rate	Amount	
Project Manager III	1.50	230.00	345.00	
Project Coordinator	.75	135.00	101.25	
Totals	2.25		446.25	
Total Labor				**446.25**

	Current	Prior	To-Date
Total Billings	446.25	4,162.50	4,608.75
Contract Limit (not-to-exceed)			10,000.00
Contract Limit Remaining			5,391.25

Total this Phase **$446.25**

Total Due this Invoice **$5,480.70**

1360 NW 121st Street
Clive, IA 50325

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

April 30, 2023
Project No: 0000211186-030
Invoice No: 145396
Due Date: May 30, 2023

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

Professional Services from April 02, 2023 to April 29, 2023

Phase 435 Geotechnical Engineering Coordination

	Hours	Rate	Amount	
Engineer II	4.00	155.00	620.00	
Totals	4.00		620.00	
Total Labor				**620.00**

	Current	Prior	To-Date	
Total Billings	620.00	272.50	892.50	
Contract Limit (not-to-exceed)			1,000.00	
Contract Limit Remaining			107.50	
		Total this Phase		**$620.00**

Phase 501 Final Design Phase

	Hours	Rate	Amount	
Principal	2.00	270.00	540.00	
Engineering Technician III	2.75	155.00	426.25	
Project Manager III	3.50	230.00	805.00	
Totals	8.25		1,771.25	
Total Labor				**1,771.25**

Reimbursable Expenses

Out-Of-Pocket Expenses			64.39	
Total Reimbursables			**64.39**	**64.39**

	Current	Prior	To-Date	
Total Billings	1,835.64	33,216.88	35,052.52	
Contract Limit (not-to-exceed)			81,400.00	
Contract Limit Remaining			46,347.48	
		Total this Phase		**$1,835.64**

Phase 851 Project Administration

	Hours	Rate	Amount
Project Manager III	1.50	230.00	345.00

Project	0000211186-030	Grimes Phase 1A N James St Feeder Main			Invoice	145396
Project Coordinator			.75	135.00	101.25	
	Totals		2.25		446.25	
	Total Labor					**446.25**

	Current	**Prior**	**To-Date**	
Total Billings	446.25	3,036.25	3,482.50	
Contract Limit (not-to-exceed)			10,000.00	
Contract Limit Remaining			6,517.50	
		Total this Phase		**$446.25**
		Total Due this Invoice		**$2,901.89**

1360 NW 121st Street
Clive, IA 50325

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

April 30, 2023
Project No: 0000211186-040
Invoice No: 145403
Due Date: May 30, 2023

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

Professional Services from April 02, 2023 to April 29, 2023

Phase 124 Iowa DNR Water Supply Engineering

	Hours	Rate	Amount	
Administrative Assistant	1.00	85.00	85.00	
Project Manager III	.75	230.00	172.50	
Totals	1.75		257.50	
Total Labor				**257.50**

Reimbursable Expenses

Out-Of-Pocket Expenses		4,614.50	
Total Reimbursables		**4,614.50**	**4,614.50**
	Total this Phase		**$4,872.00**

Phase 435 Geotechnical Engineering Coordination

	Hours	Rate	Amount	
Engineer II	1.00	155.00	155.00	
Totals	1.00		155.00	
Total Labor				**155.00**
		Total this Phase		**$155.00**

Phase 501 Final Design Phase

	Hours	Rate	Amount	
Engineer II	54.50	155.00	8,447.50	
Engineering Technician II	95.00	135.00	12,825.00	
Principal	6.00	270.00	1,620.00	
Project Manager III	20.50	230.00	4,715.00	
Totals	176.00		27,607.50	
Total Labor				**27,607.50**

Mileage (.655/.50 p/mile) **315.73**

Total this Phase **$27,923.23**

Project	0000211186-040	Grimes Phase 1A Ground Storage Reservoir	Invoice	145403

Phase 851 Project Administration

	Hours	Rate	Amount	
Project Coordinator	1.00	135.00	135.00	
Totals	1.00		135.00	
Total Labor				**135.00**
			Total this Phase	**$135.00**

	Current	Prior	To-Date	
Total Billings	33,085.23	162,389.17	195,474.40	
Contract Limit (not-to-exceed)			274,100.00	
Contract Limit Remaining			78,625.60	
			Total Due this Invoice	**$33,085.23**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title:	Grimes Plex		
Contractor:	Civil Design Advantage		
Address:	4121 NW Urbandale Drive, Urbandale, Iowa 50322		
Finance Budget Code:	367-470-6407	***Finance Project #***	
Vendor Project or Invoice #:		***PO #***	
Original Contract Date:	March 22, 2022	***Vendor #***	1243

Date of Council Meeting: May 23, 2023 **PAYMENT REQUEST #** 9

PAYMENT PERIOD: From: April 3, 2023 Through: April 30, 2023

Contract Summary

Original Contract Amount:	$ 178,900.00			
Net change by Change Orders:	$ 484,145.00			
Contract Amount to Date: (line 1 ± 2)		$ 663,045.00		
Total completed and stored to date:	$ 387,910.78			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 387,910.78		
Less previous applications for payment:		$ 338,221.91		
SUBTOTAL			$	49,688.87
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	49,688.87
Balance to finish, including retainage:		$ 275,134.22		
Contract Time Remaining (If applicable)	- Working Days			

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Civil Design Advantage

Firm Name

Signature 5/15/2023

Date

City of Grimes Staff Approval:

Signature 5-17-23

Date

City of Grimes Council Approval: Council 5-23-23

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: 5/15/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 24, 2022	$ 12,171.27
2	June 28, 2022	$ 26,623.03
3	August 9, 2022	$ 26,447.25
4	September 13, 2022	$ 99,482.25
5	November 22, 2022	$ 79,855.13
6	January 24, 2023	$ 41,333.65
7	April 11, 2023	$ 30,093.92
8	May 9, 2023	$ 22,215.41
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Previous Applications for Payment

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TOTAL **$ 338,221.91**

Record of Change Orders

No.	Date	Amount
1	October 11, 2022	$ 28,015.00
2	November 8, 2022	$ 456,130.00
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TOTAL **$ 484,145.00**

Contract Time Remaining

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

Date Printed: 5/15/2023

Invoice

Civil Design Advantage LLC
4121 NW Urbandale Drive
Urbandale, Iowa 50322
(515) 369-4400

City of Grimes
Alex Pfaltzgraff
410 SE Main Street, Suite 102
Grimes, IA 50111

May 8, 2023
Project No: 2202.086
Invoice No: 41140

Project 2202.086 City of Grimes - Grimes Plex

Professional Services from April 3, 2023 through April 30, 2023

Task 102 Topographic Survey

Professional Personnel

	Hours	Rate	Amount
Technician 5	2.50	104.00	260.00
Total Labor			**260.00**

Total this Task **$260.00**

Task 201 Concept Refinement

Total this Task **0.00**

Task 203 SWMP

Total this Task **0.00**

Task 205 SWPPP

Total this Task **0.00**

Task 230 Estimate Construction Costs

Total this Task **0.00**

Task 302 Hope Plat 4 CD Rev

Total this Task **0.00**

Task 306 Easement Plat Preparation

Total this Task **0.00**

Task 401 Site Plan Revisions

Professional Personnel

	Hours	Rate	Amount
Technician 7	25.00	124.00	3,100.00
Total Labor			**3,100.00**

Total this Task **$3,100.00**

Task 402 Site Plan Revisions - Buildings

Professional Personnel

	Hours	Rate	Amount
Engineer 8	86.00	172.00	14,792.00
Technician 3	24.25	81.00	1,964.25
Total Labor			**16,756.25**

Total this Task **$16,756.25**

Task 501 Project Development and Coordination

Professional Personnel

	Hours	Rate	Amount
Engineer 8	12.00	172.00	2,064.00
Total Labor			**2,064.00**

Total this Task **$2,064.00**

Task 503 Color Rendering

Total this Task **0.00**

Task 504 Project Manual

Total this Task **0.00**

Task 505 Bidding Services

Total this Task **0.00**

Task 506 Bid Letting Services

Total this Task **0.00**

Task 507 Major Addendum

Total this Task **0.00**

Task 508 Pre-Construction Meetings

Total this Task **0.00**

Task 601 Construction Staking

Professional Personnel

	Hours	Rate	Amount
Technician 2	42.00	70.00	2,940.00
Technician 6	.50	113.00	56.50
Technician 8	56.00	134.00	7,504.00
Total Labor			**10,500.50**

Total this Task **$10,500.50**

Task 603 Construction Administration

Professional Personnel

	Hours	Rate	Amount
Engineer 8	43.00	172.00	7,396.00
Total Labor			**7,396.00**

Total this Task **$7,396.00**

Task 604 Construction Observation

Professional Personnel

	Hours	Rate	Amount
Technician 1	54.50	58.00	3,161.00
Technician 4	63.00	93.00	5,859.00
Total Labor			**9,020.00**

Total this Task **$9,020.00**

Task 605 Record Drawings

				Total this Task	**0.00**
Task	613	Shop Drawing Review			
				Total this Task	**0.00**
Task	701	Geotechnical Investigation			
				Total this Task	**0.00**
Task	702	Electrical Design			
				Total this Task	**0.00**
Task	703	Sub-consultant - IMEG Construction			
				Total this Task	**0.00**
Task	704	Sub-consultant - Barrel Age Productions			
				Total this Task	**0.00**
Task	998	Permits & Fees			
				Total this Task	**0.00**
Task	999	Reimbursable Expenses			
Unit Billing					
3/27/2023	Mileage		904.0 miles @ 0.655	592.12	
	Total Units			**592.12**	**592.12**
				Total this Task	**$592.12**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	49,688.87	338,221.91	387,910.78
Limit			663,045.00
Remaining			275,134.22

Total this Invoice **$49,688.87**

Outstanding Invoices

Number	**Date**	**Balance**
40765	4/10/2023	22,215.41
Total		**22,215.41**

Project Manager Joshua Trygstad

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: May 23.2023 **PAYMENT REQUEST #** 8

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

Contract Summary

Original Contract Amount:	$ 147,300.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 147,300.00	
Total completed and stored to date:	$ 82,835.85		
Retainage: 0 % of Completed Work:			
Total Earned less Retainage:		$ 82,835.85	
Less previous applications for payment:		$ 77,264.85	
SUBTOTAL			$ 5,571.00
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 5,571.00
Balance to finish, including retainage:		$ 64,464.15	
Contract Time Remaining (If applicable)	- Working Days		

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

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

Todd Kurx
Signature — 5/3/23 Date

Engineer / Consultant Approval:
Firm Name

Signature — Date

City of Grimes Staff Approval: Matt Ahrens
Signature — 5-17-23 Date

City of Grimes Council Approval: Council 5-23-23
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: 4/19/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 22, 2022	$ 26,632.50
2	March 8, 2022	$ 13,860.00
3	April 12, 2022	$ 8,415.00
4	May 10, 2022	$ 7,342.50
5	August 23, 2022	$ 11,660.59
6	October 25, 2022	$ 6,327.88
7	November 22, 2022	$ 3,026.38
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 77,264.85**

Record of Change Orders

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TOTAL **$ -**

Contract Time Remaining

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

Date Printed: 5/15/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 15, 2023

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

Invoice No: 121.0846.01 - 8

Finance Budget Code 340-230-6407

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

Professional Services through March 31, 2023

Basic Services

		Hours	Rate	Amount	
Engineer VIII		8.00	181.00	1,448.00	
	Total Services	8.00		1,448.00	
	Total Services				**1,448.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	1,448.00	72,933.59	74,381.59	
Limit			94,550.00	
Remaining			20,168.41	
		Phase Subtotal		**$1,448.00**

Construction Services

		Hours	Rate	Amount	
Engineer VIII		9.00	181.00	1,629.00	
Engineer VII		14.50	172.00	2,494.00	
	Total Services	23.50		4,123.00	
	Total Services				**4,123.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	4,123.00	4,331.26	8,454.26	
Limit			52,750.00	
Remaining			44,295.74	
		Phase Subtotal		**$4,123.00**

Amount Due this Invoice **$5,571.00**

	Total	**Prior**	**Current**
Billings to Date	**82,835.85**	**77,264.85**	**5,571.00**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Todd Knox

PROGRESS REPORT # 8 *Date:* 5/3/2023

To:	Matt Ahrens, PE	*Project Name:*	Traffic Signal Network Communication Project
From:	Todd Knox, PE, PTOE	*Finance Budget Code #:*	340-230-6407
S&A Project #:	122.0586.01	*Vender #:*	2031
Period:	10/1/22 - 3/31/23		

Dear Matt:
Enclosed is the eighth Invoice and Progress Report for the Traffic Signal Network Communication project.
Below are details of work completed for this period and anticipated work for the next period.

PRODUCTION:
Work During this Period Included:
1. Reviewed product cuts.
2. Coordination with contractor (pay apps and modification of work)
3. Continued construction admin, including coordination of construction activities.

Projected Work by Snyder & Associates for Next Period:
1. Coordinate signal system installation.
2. Continued construction admin.

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

SCHEDULE:

Task on Project	*Target*	*Complete*
Systems Engineering	January 14, 2022	April 20, 2022
System RFP	February 25, 2022	April 20, 2022
DOT Bid Letting	April 19, 2022	April 19, 2022
Network Construction	Fall 2022 / Spring 2023	
System Turn-On	April / May 2023	
Signal Network Project Completion	December 31, 2023	

BUDGET AND COMPLETION STATUS:

Task on Project	*Total Authorized*	*% Complete*	*Fee Invoiced*	*% Fee*
Project Administration	$13,250.00	80%	$11,997.09	90.54%
Systems Engineering Documentation & RFP	$45,500.00	100%	$39,734.00	87.33%
Design & Construction Plans	$35,800.00	100%	$22,650.50	63.27%
Traffic Signal System Implementation	$29,500.00	10%	$2,537.00	8.60%
Construction Services	$23,250.00	25%	$5,917.26	25.45%
Total Project Budget:	$147,300.00	60.0%	$82,835.85	56.24%
Remaining Project Budget:	$64,464.15			

SPECIAL CONSIDERATIONS:
None at this time.

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

Sincerely,

SNYDER & ASSOCIATES, INC.

Todd Knox, PE, PTOE
Project Manager

Enclosure

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

CITY COUNCIL COMMUNICATION

AGENDA ITEM: Pay Request #7 McClure Engineering Company – North Jordan Well Repairs $641.25

BACKGROUND: During the council meeting held on June 28, 2022, the Council officially approved a Professional Services Agreement with McClure Engineering to evaluate the existing conditions of the well, coordinate with suppliers and contractors and be the project administrator to repair the well which was damaged by an electrical fire. Following the approval, McClure Engineering took the responsibility of coordinating with suppliers to carry out the necessary repairs.

Subsequently, a claim was submitted to the City's insurance company to seek reimbursement for the engineering costs incurred. Once the insurance company agreed to provide compensation for these expenses, prior bills were forwarded to ICAP. From that point onwards, all invoices have been directly sent to ICAP, and the checks issued are made out as two-party checks, payable to both the City of Grimes and McClure Engineering.

City Engineer, Matt Ahrens reviews each payment request prior to submittal. While the charges are being presented on the agenda for approval, it should be noted that the actual payment will be made by ICAP.

BUDGETARY CONSIDERATIONS: N/A

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 Rochelle Williams

Prepared by; _____

Copies of signed/recorded documents return to: _____

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: May 23, 2023 **PAYMENT REQUEST #** 7

PAYMENT PERIOD: From: January 20, 1900 Through: April 29, 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:	$ 206,110.73			
Retainage: ____ % of Completed Work:				
Total Earned less Retainage:		$ 206,110.73		
Less previous applications for payment:		$ 205,469.48		
SUBTOTAL			$	641.25
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	641.25
Balance to finish, including retainage:		$ 43,889.27		
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 May 16, 2023

Date

City of Grimes Staff Approval:

Signature 5-17-23

Date

City of Grimes Council Approval: Council 5-23-23

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: 5/16/2023

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	January 24, 2023	$ 32,874.65
4	February 14, 2023	$ 26,175.79
5	March 28, 2023	$ 7,096.45
6	April 25, 2023	$ 15,662.75
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Previous Applications for Payment

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TOTAL **$ 205,469.48**

Record of Change Orders

No.	Date	Amount
1	November 8, 2022	$ 195,000.00
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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: 5/16/2023

1360 NW 121st Street
Clive, IA 50325

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

April 30, 2023
Project No: 2022000892-000
Invoice No: 145012
Due Date: May 30, 2023

Project 2022000892-000 Grimes North Jordan Well Repairs

Professional Services from April 2, 2023 to April 29, 2023

Phase 163 Project Administration

	Hours	Rate	Amount	
Principal	2.00	270.00	540.00	
Project Coordinator	.75	135.00	101.25	
Totals	2.75		641.25	
Total Labor				**641.25**
		Total this Phase		**$641.25**
		Total Due this Invoice		**$641.25**

Outstanding Invoices

Number	Date	Balance
144142	2/28/2023	7,096.45
144834	3/31/2023	15,662.75
Total		**22,759.20**

RESOLUTION NO. 05-3423 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 23rd Day of May 2023

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

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: May 23, 2023 **PAYMENT REQUEST #** 4

PAYMENT PERIOD: From: April 8, 2023 Through: April 30, 2023

Contract Summary

Original Contract Amount:	$ 23,316,582.11		
Net change by Change Orders:	$ 89,047.40		
Contract Amount to Date: (line 1 ± 2)		$ 23,405,629.51	
Total completed and stored to date:	$ 4,230,115.24		
Retainage: 5 % of Completed Work:	$ 211,505.76		
Total Earned less Retainage:		$ 4,018,609.48	
Less previous applications for payment:		$ 2,040,564.54	
SUBTOTAL			$ 1,978,044.94
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 1,978,044.94
Balance to finish, including retainage:		$ 19,387,020.03	
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

5/15/23
Date

Engineer / Consultant Approval: Civil Design Advantage
Firm Name

Signature

5/15/2023
Date

City of Grimes Staff Approval:

Signature

5-17-23
Date

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

Date Printed: 5/15/2023

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	25,000.00	$ 313,250.00	$ -	$ 313,250.00	19,700.00	55.93%
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	13,625.00	$ 41,556.25	$ -	$ 41,556.25	13,625.00	50.00%
2.06	SUBGRADE PREPARATION, 12 IN. DEPTH	SY	46,664.00		46,664.00	$ 2.70	$ 125,992.80	9,332.00	$ 25,196.40	$ -	$ 25,196.40	37,332.00	20.00%
2.07	SUBGRADE TREATMENT, 12 IN. DEPTH	SY	133,900.00		133,900.00	$ 9.22	$ 1,234,558.00	100,425.00	$ 925,918.50	$ -	$ 925,918.50	33,475.00	75.00%
2.08	COMPACTION TESTING	LS	1.00		1.00	$22,000.00	$ 22,000.00	0.60	$ 13,200.00	$ -	$ 13,200.00	0.40	60.00%
	TRENCH EXCAVATION AND BACKFILL												
3.01	TRENCH COMPACTION TESTING	LS	1.00		1.00	$ 9,500.00	$ 9,500.00	0.75	$ 7,125.00	$ -	$ 7,125.00	0.25	75.00%
	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	1,620.00	$ 109,139.40	$ -	$ 109,139.40	(17.00)	101.06%
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	185.00	$ 10,084.35	$ -	$ 10,084.35	59.00	75.82%
4.05	STORM SEWER, TRENCHED, HDPE, 18 IN. DIA.	LF	61.00		61.00	$ 80.33	$ 4,900.13	53.00	$ 4,257.49	$ -	$ 4,257.49	8.00	86.89%
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	1,171.00	$ 72,426.35	$ -	$ 72,426.35	230.00	83.58%
4.08	STORM SEWER, TRENCHED, PERFORATED HDPE, 15 IN. DIA.	LF	3,888.00		3,888.00	$ 64.30	$ 249,998.40	2,141.00	$ 137,666.30	$ -	$ 137,666.30	1,747.00	55.07%
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	$ 80,002.89	$ -	$ 80,002.89	-	100.00%
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	1,082.00	$ 68,155.18	$ -	$ 68,155.18	(12.00)	101.12%
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	796.00	$ 68,320.68	$ -	$ 68,320.68	(27.00)	103.51%
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	830.00	$ 41,856.90	$ -	$ 41,856.90	(25.00)	103.11%
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	12.00	$ 43,666.68	$ -	$ 43,666.68	6.00	66.67%
6.03	MANHOLE, TYPE SW-401, 60 IN. DIA. (STORM SEWER)	EA	1.00		1.00	$ 5,900.00	$ 5,900.00	1.00	$ 5,900.00	$ -	$ 5,900.00	-	100.00%
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	$ 6,400.00	$ -	$ 6,400.00	-	100.00%
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	6.00	$ 39,428.58	$ -	$ 39,428.58	1.00	85.71%
6.21	CONNECTION TO EXISTING INTAKE	EA	2.00		2.00	$ 5,200.00	$ 10,400.00	4.00	$ 20,800.00	$ -	$ 20,800.00	(2.00)	200.00%
	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	5,200.00	$ 245,648.00	$ -	$ 245,648.00	38,410.00	11.92%
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	1.00	$ 4,340.00	$ -	$ 4,340.00	-	100.00%
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	2.00	$ 149,910.84	$ -	$ 149,910.84	10.00	16.67%
9.29	TIE-BACK TENSION NETTING, 40 FT. TALL	EA	6.00		6.00	$95,208.75	$ 571,252.50	1.00	$ 95,208.75	$ -	$ 95,208.75	5.00	16.67%
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	0.30	$ 2,400.00	$ -	$ 2,400.00	1.70	15.00%
11.03	BASE BID ELECTRICAL	LS	1.00		1.00	$575,000.00	$ 575,000.00	0.15	$ 86,250.00	$ -	$ 86,250.00	0.85	15.00%
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	0.30	$ 899,340.00	$ -	$ 899,340.00	0.70	30.00%
	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%
12.02	REV #5A ELECTRICAL REVISIONS	LS		1.00	1.00	$95,854.00	$ 95,854.00		$ -	$ -	$ -	1.00	0.00%
					-		$ -		$ -			-	0.00%
					-		$ -		$ -			-	0.00%
					-		$ -		$ -			-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $23,405,629.51 $ 4,230,115.24 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%
	REV #5A ELECTRICAL REVISIONS	LS				$ -	$95,854.00	0	-	$ -	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: 5/15/2023

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
3	April 25, 2023	$ 883,644.32
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 2,040,564.54**

Record of Change Orders

No.	Date	Amount
1	December 13, 2022	$ (6,806.60)
2	May 9, 2023	$ 95,854.00
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TOTAL **$ 89,047.40**

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: 5/15/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: May 23, 2023 **PAYMENT REQUEST #** 6

PAYMENT PERIOD: From: April 1, 2023 Through: April 30, 2023

Contract Summary

Original Contract Amount:	$ 1,070,613.20		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 1,070,613.20	
Total completed and stored to date:	$ 733,775.25		
Retainage: 5 % of Completed Work:	$ 36,688.76		
Total Earned less Retainage:		$ 697,086.49	
Less previous applications for payment:		$ 671,863.99	
SUBTOTAL			$ 25,222.50
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 25,222.50
Balance to finish, including retainage:		$ 373,526.71	
Contract Time Remaining (If applicable)	- CALENDAR DAYS		

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

Construction Contractor Approval: Van Maanen Electric
Firm Name

Signature

5/3/23
Date

Engineer / Consultant Approval: Snyder & Associates
Firm Name

Todd Kurx
Signature

5/5/23
Date

City of Grimes Staff Approval:

Matt Ahrens
Signature

5-17-23
Date

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

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

Date Printed: 5/3/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	VALUE OF STORED MATERIALS REMAINING	TOTAL COMPLETED WORK AND STORED MATERIALS	REMAINING QUANTITY	PERCENT COMPLETE
0010	2528-8445110 Traffic Control	LS	1.00		1.00	$16,799.00	$ 16,799.00	0.75	$ 12,599.25	$ -	$ 12,599.25	0.25	75.00%
0020	2533-4980005 Mobilization	LS	1.00		1.00	$12,450.00	$ 12,450.00	1.00	$ 12,450.00	$ -	$ 12,450.00	-	100.00%
0030	2599-9999005 Fiber Optic Fusion Splice	EA	520.00		520.00	$ 55.86	$ 29,047.20		$ -	$ -	$ -	520.00	0.00%
0040	2599-9999005 Fiber Optic Hub Cabinet	EA	1.00		1.00	$16,100.00	$ 16,100.00		$ -	$ -	$ -	1.00	0.00%
0050	2599-9999005 Handhole, Type II, 17x30	EA	23.00		23.00	$ 2,100.00	$ 48,300.00	20.00	$ 42,000.00	$ -	$ 42,000.00	3.00	86.96%
0060	2599-9999005 Handhole, Type IV, 30x48	EA	16.00		16.00	$ 3,300.00	$ 52,800.00	17.00	$ 56,100.00	$ -	$ 56,100.00	(1.00)	106.25%
0070	2599-9999005 Radar Detection System, per Int	EA	3.00		3.00	$21,813.00	$ 65,439.00		$ -	$ 60,414.00	$ 60,414.00	3.00	0.00%
0080	2599-9999005 Single Mode Fiber Optic Term	EA	192.00		192.00	$ 85.50	$ 16,416.00		$ -	$ -	$ -	192.00	0.00%
0090	2599-9999005 Traffic Monitoring Camera	EA	8.00		8.00	$ 6,412.00	$ 51,296.00		$ -	$ 24,944.00	$ 24,944.00	8.00	0.00%
0100	2599-9999005 Traffic Signal Cabinet Mod	EA	4.00		4.00	$ 2,264.00	$ 9,056.00		$ -	$ 6,480.00	$ 6,480.00	4.00	0.00%
0110	2599-9999005 Traffic Signal Cabinet Repl	EA	1.00		1.00	$24,937.00	$ 24,937.00		$ -	$ 19,988.00	$ 19,988.00	1.00	0.00%
0120	2599-9999005 Video Detection System, per Int	EA	7.00		7.00	$26,475.00	$ 185,325.00		$ -	$ 166,250.00	$ 166,250.00	7.00	0.00%
0130	2599-9999005 Wireless Comm. System, per Int	EA	2.00		2.00	$ 2,765.00	$ 5,530.00		$ -	$ -	$ -	2.00	0.00%
0140	2599-9999009 2 inch PVC/HDPE Conduit	LF	31,200.00		31,200.00	$ 10.00	$ 312,000.00	30,505.00	$ 305,050.00	$ -	$ 305,050.00	695.00	97.77%
0150	2599-9999009 Pull Tape	LF	35,300.00		35,300.00	$ 0.65	$ 22,945.00	5,000.00	$ 3,250.00	$ -	$ 3,250.00	30,300.00	14.16%
0160	2599-9999009 Single Mode FO, 12-ct	LF	1,300.00		1,300.00	$ 3.36	$ 4,368.00		$ -	$ -	$ -	1,300.00	0.00%
0170	2599-9999009 Single Mode FO, 72-ct, Ext	LF	40,600.00		40,600.00	$ 3.41	$ 138,446.00	5,000.00	$ 17,050.00	$ -	$ 17,050.00	35,600.00	12.32%
0180	2599-9999009 Single Mode FO, 72-ct, Int	LF	200.00		200.00	$ 25.27	$ 5,054.00		$ -	$ -	$ -	200.00	0.00%
0190	2599-9999009 Tracer Wire, 10 Gauge	LF	35,300.00		35,300.00	$ 1.25	$ 44,125.00	5,000.00	$ 6,250.00	$ -	$ 6,250.00	30,300.00	14.16%
0200	2599-9999010 Community Complex Bld Conn	LS	1.00		1.00	$ 2,982.00	$ 2,982.00		$ -	$ -	$ -	1.00	0.00%
0210	2599-9999010 Fiber Optic Hub Cabinet Mod	LS	1.00		1.00	$ 5,303.00	$ 5,303.00		$ -	$ 950.00	$ 950.00	1.00	0.00%
0220	2599-9999010 Water Plant Bld Conn	LS	1.00		1.00	$ 1,895.00	$ 1,895.00		$ -	$ -	$ -	1.00	0.00%
					-		$ -		$ -			-	0.00%
					-		$ -		$ -			-	0.00%
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APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

STORED MATERIALS COST

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	PROPOSED STORED VALUE	QUANTITY CHANGE - 1	QUANTITY CHANGE - 2	TOTAL VALUE	UNIT PRICE	EQUIVALENT UNIT AMOUNT	REMAINING EQUIVALENT AMOUNT	VALUE OF STORED MATERIALS REMAINING	PERCENT COMPLETE
1	2528-8445110 Traffic Control	LS				$ -	$16,799.00	0.00	0.00	$ -	0.00%
2	2533-4980005 Mobilization	LS				$ -	$12,450.00	0.00	0.00	$ -	0.00%
3	2599-9999005 Fiber Optic Fusion Splice	EA				$ -	$ 55.86	0.00	0.00	$ -	0.00%
4	2599-9999005 Fiber Optic Hub Cabinet	EA				$ -	$16,100.00	0	0.00	$ -	0.00%
5	2599-9999005 Handhole, Type II, 17x30	EA				$ -	$ 2,100.00	0	-	$ -	0.00%
6	2599-9999005 Handhole, Type IV, 30x48	EA				$ -	$ 3,300.00	0	-	$ -	0.00%
7	2599-9999005 Radar Detection System, per Int	EA	$60,414.00			$60,414.00	$21,813.00	2.769632788	2.8	$ 60,414.00	100.00%
8	2599-9999005 Single Mode Fiber Optic Term	EA				$ -	$ 85.50	0	-	$ -	0.00%
9	2599-9999005 Traffic Monitoring Camera	EA	$24,944.00			$24,944.00	$ 6,412.00	3.890205864	3.9	$ 24,944.00	100.00%
10	2599-9999005 Traffic Signal Cabinet Mod	EA	$ 6,480.00			$ 6,480.00	$ 2,264.00	2.862190813	2.9	$ 6,480.00	100.00%
11	2599-9999005 Traffic Signal Cabinet Repl	EA	$19,988.00			$19,988.00	$24,937.00	0.80153988	0.8	$ 19,988.00	100.00%
12	2599-9999005 Video Detection System, per Int	EA	$166,250.00			$166,250.00	$26,475.00	6.279508971	6.3	$ 166,250.00	100.00%
13	2599-9999005 Wireless Comm. System, per Int	EA				$ -	$ 2,765.00	0	-	$ -	0.00%
14	2599-9999009 2 inch PVC/HDPE Conduit	LF				$ -	$ 10.00	0	-	$ -	0.00%
15	2599-9999009 Pull Tape	LF				$ -	$ 0.65	0	-	$ -	0.00%
16	2599-9999009 Single Mode FO, 12-ct	LF				$ -	$ 3.36	0	-	$ -	0.00%
17	2599-9999009 Single Mode FO, 72-ct, Ext	LF				$ -	$ 3.41	0	-	$ -	0.00%
18	2599-9999009 Single Mode FO, 72-ct, Int	LF				$ -	$ 25.27	0	-	$ -	0.00%
19	2599-9999009 Tracer Wire, 10 Gauge	LF				$ -	$ 1.25	0	-	$ -	0.00%
20	2599-9999010 Community Complex Bld Conn	LS				$ -	$ 2,982.00	0	-	$ -	0.00%
21	2599-9999010 Fiber Optic Hub Cabinet Mod	LS	$ 950.00			$ 950.00	$ 5,303.00	0.179143881	0.2	$ 950.00	100.00%
22	2599-9999010 Water Plant Bld Conn	LS				$ -	$ 1,895.00	0	-	$ -	0.00%
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74						$ -	$ -				0.00%
75						$ -	$ -				0.00%

TOTAL VALUE OF STORED MATERIALS AND VALUE OF STORED MARTERIALS REMAINING TO DATE $279,026.00 $ 279,026.00 100.00%

Date printed: 5/3/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	December 27, 2022	$ 481,620.08
2	January 24, 2023	$ 43,616.87
3	February 14, 2023	$ 84,217.50
4	March 14, 2023	$ 43,420.94
5	April 11, 2023	$ 18,988.60
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Previous Applications for Payment

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TOTAL **$ 671,863.99**

Record of Change Orders

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TOTAL **$ -**

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	June 15, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Date Printed: 5/3/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title:	County Line Road Intersection Improvements
Contractor:	Absolute Concrete
Address:	1000 West 6th Ave, PO Box 148, Slater, IA 50244
Finance Budget Code:	334-210-6499 ***Finance Project #***
Vendor Project or Invoice #:	***PO #***
Original Contract Date:	April 27, 2021 ***Vendor #*** 1072

Date of Council Meeting: May 23, 2023 **PAYMENT REQUEST #** 10 (Retainage)

PAYMENT PERIOD: From: January 1, 2023 Through: May 11, 2023

Contract Summary

Original Contract Amount:	$ 980,161.50			
Net change by Change Orders:	$ (23,143.47)			
Contract Amount to Date: (line 1 ± 2)		$ 957,018.03		
Total completed and stored to date:	$ 957,018.03			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 957,018.03		
Less previous applications for payment:		$ 947,447.85		
SUBTOTAL			$	9,570.18
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	9,570.18
Balance to finish, including retainage:		$ -		
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: Absolute Concrete
Firm Name

Drew Roberts
Signature — 5/12/23 Date

Engineer / Consultant Approval: Bolton & Menk, Inc.
Firm Name

Justin Ernst
Signature — 5/15/2023 Date

City of Grimes Staff Approval:
Signature — 5-17-23 Date

City of Grimes Council Approval: Council 5-23-23
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: 5/12/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	CLEARING AND GRUBBING	LS	1.00		1.00	$ 1,131.00	$ 1,131.00	1.00	$ 1,131.00	-	100.00%
2	EXCAVATION, CLASS 10	CY	1,224.00		1,224.00	$ 10.00	$ 12,240.00	1,224.00	$ 12,240.00	-	100.00%
3	EXCAVATION, CLASS 10, BORROW	CY	2,769.00		2,769.00	$ 16.00	$ 44,304.00	2,769.00	$ 44,304.00	-	100.00%
4	SUBGRADE PREPARATION	SY	6,150.00	30.00	6,180.00	$ 3.00	$ 18,540.00	6,180.00	$ 18,540.00	-	100.00%
5	SUBGRADE TREATMENT, FLY ASH OR CEMENT TREATMENT	SY	6,150.00	(6,150.00)	-	$ 7.00	$ -		$ -	-	0.00%
6	SUBBASE, MODIFIED, 6 IN	SY	6,150.00	30.00	6,180.00	$ 10.00	$ 61,800.00	6,180.00	$ 61,800.00	-	100.00%
7	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	100.00	(100.00)	-	$ 58.00	$ -		$ -	-	0.00%
8	STORM SEWER, TRENCHED, RCP, 15 IN	LF	85.00	1.00	86.00	$ 103.00	$ 8,858.00	86.00	$ 8,858.00	-	100.00%
9	STORM SEWER, TRENCHED, RCP, 30 IN	LF	520.00	50.00	570.00	$ 109.00	$ 62,130.00	570.00	$ 62,130.00	-	100.00%
10	STORM SEWER, TRENCHLESS, RCP, 30 IN	LF	100.00		100.00	$ 555.00	$ 55,500.00	100.00	$ 55,500.00	-	100.00%
11	PIPE ARON, CONC, 30 IN. W/ FOOTING (REMOVE, SALVAGE, AND REINSTALL)	EA	1.00		1.00	$ 1,800.00	$ 1,800.00	1.00	$ 1,800.00	-	100.00%
12	SUBDRAIN, PERFORATED PLASTIC, PIP, 6 IN	LF	1,080.00		1,080.00	$ 21.50	$ 23,220.00	1,080.00	$ 23,220.00	-	100.00%
13	SUBDRAIN, CLEANOUT, TYPE A-1, 8 IN.	EA	2.00		2.00	$ 800.00	$ 1,600.00	2.00	$ 1,600.00	-	100.00%
14	SUBDRAIN OUTLETS AND CONNECTIONS	EA	6.00		6.00	$ 500.00	$ 3,000.00	6.00	$ 3,000.00	-	100.00%
15	FIELD TILE REPAIR, <10"	LF	100.00	(100.00)	-	$ 50.00	$ -		$ -	-	0.00%
16	WATER MAIN, LOWERING, TRENCHED, DIP, 12 IN	LS	1.00	(1.00)	-	$17,500.00	$ -		$ -	-	0.00%
17	FIXTURE ADJUSTMENT	EA	4.00	(4.00)	-	$ 1,000.00	$ -		$ -	-	0.00%
18	STORM MANHOLE, SW-401, 72 IN.	EA	3.00	(1.00)	2.00	$ 6,650.00	$ 13,300.00	2.00	$ 13,300.00	-	100.00%
19	INTAKE, SW-501	EA	1.00		1.00	$ 2,400.00	$ 2,400.00	1.00	$ 2,400.00	-	100.00%
20	INTAKE, SW-505	EA	1.00		1.00	$ 4,450.00	$ 4,450.00	1.00	$ 4,450.00	-	100.00%
21	INTAKE, SW-506	EA	2.00		2.00	$ 7,250.00	$ 14,500.00	2.00	$ 14,500.00	-	100.00%
22	PAVEMENT, PCC, 8 IN.	SY	2,070.00	(5.00)	2,065.00	$ 75.00	$ 154,875.00	2,065.00	$ 154,875.00	-	100.00%
23	PAVEMENT, PCC, 10 IN.	SY	3,000.00	8.00	3,008.00	$ 85.00	$ 255,680.00	3,008.00	$ 255,680.00	-	100.00%
24	CONCRETE MEDIAN	SY	71.00	284.00	355.00	$ 25.00	$ 8,875.00	355.00	$ 8,875.00	-	100.00%
25	GRANULAR SHOULDER AND DRIVEWAY, 7 IN.	SY	535.00	120.00	655.00	$ 15.00	$ 9,825.00	655.00	$ 9,825.00	-	100.00%
26	PAVEMENT REMOVAL	SY	3,375.00		3,375.00	$ 16.00	$ 54,000.00	3,375.00	$ 54,000.00	-	100.00%
27	PAINTED PAVEMENT MARKINGS, WATERBORNE	EA	80.10		80.10	$ 65.00	$ 5,206.50	80.10	$ 5,206.50	-	100.00%
28	PAINTED PAVEMENT SYMBOLS, WATERBORNE	EA	6.00		6.00	$ 100.00	$ 600.00	6.00	$ 600.00	-	100.00%
29	PAVEMENT MARKINGS REMOVED	STA	17.00		17.00	$ 115.00	$ 1,955.00	17.00	$ 1,955.00	-	100.00%
30	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	$ 8,200.00	$ 8,200.00	1.00	$ 8,200.00	-	100.00%
31	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING (TYPE 1)	AC	0.50	(0.22)	0.28	$ 3,000.00	$ 840.00	0.28	$ 840.00	-	100.00%
32	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING (TYPE 2)	AC	0.75	0.42	1.17	$ 2,950.00	$ 3,451.50	1.17	$ 3,451.50	-	100.00%
33	SWPPP PREPARATION	LS	1.00		1.00	$ 1,000.00	$ 1,000.00	1.00	$ 1,000.00	-	100.00%
34	SWPPP MANAGEMENT	LS	1.00		1.00	$ 2,000.00	$ 2,000.00	1.00	$ 2,000.00	-	100.00%
35	FILTER SOCK, 9 IN.	LF	1,115.00	(885.00)	230.00	$ 2.50	$ 575.00	230.00	$ 575.00	-	100.00%
36	RIP RAP, CLASS E	TON	30.00		30.00	$ 70.00	$ 2,100.00	30.00	$ 2,100.00	-	100.00%
37	SILT FENCE OR SILT FENCE DITCH CHECK	LF	2,730.00	(2,112.00)	618.00	$ 1.50	$ 927.00	618.00	$ 927.00	-	100.00%
38	EROSION CONTROL MULCHING, HYDROMULCHING	AC	2.10	(1.56)	0.54	$ 1,500.00	$ 810.00	0.54	$ 810.00	-	100.00%
39	INLET PROTECTION DEVICE	EA	7.00		7.00	$ 175.00	$ 1,225.00	7.00	$ 1,225.00	-	100.00%
40	MOBILIZATION	LS	1.00		1.00	$61,000.00	$ 61,000.00	1.00	$ 61,000.00	-	100.00%
41	CONCRETE WASHOUT	LS	1.00		1.00	$ 2,500.00	$ 2,500.00	1.00	$ 2,500.00	-	100.00%
42	FENCE REMOVAL	LF	350.00		350.00	$ 5.00	$ 1,750.00	350.00	$ 1,750.00	-	100.00%
8001	SUBBASE STABILIZATION, GEOGRID	SY		152.00	152.00	$ 5.50	$ 836.00	152.00	$ 836.00	-	100.00%
8002	TEMPORARY TRAFFIC SIGNALS	LS		1.00	1.00	$11,929.00	$ 11,929.00	1.00	$ 11,929.00	-	100.00%
8003	FIELD ENTRANCE	LS		1.00	1.00	$ 6,688.00	$ 6,688.00	1.00	$ 6,688.00	-	100.00%
8004	TEMPORARY STORM PIPE	LS		1.00	1.00	$25,080.00	$ 25,080.00	1.00	$ 25,080.00	-	100.00%
8005	DRIVEWAY CULVERT REPAIR	LS		1.00	1.00	$ 6,317.03	$ 6,317.03	1.00	$ 6,317.03	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $ 957,018.03 $ 957,018.03 0.00%

Date printed: 5/12/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 13, 2021	$ 281,913.92
2	August 24, 2021	$ 90,564.64
3	September 14, 2021	$ 310,792.32
4	October 12, 2021	$ 142,503.80
5	December 14, 2021	$ 43,499.07
6	March 8, 2022	$ 19,130.41
7	September 13, 2022	$ 24,076.80
8	January 24, 2023	$ 34,768.89
9	May 23, 2023	$ 198.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 947,447.85**

Record of Change Orders

No.	Date	Amount
1	July 13, 2021	$ 22,764.00
2	October 12, 2021	$ 6,688.00
3	August 9, 2022	$ 25,080.00
4	January 24, 2023	$ 6,317.03
5	May 23, 2023	$ (83,992.50)
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TOTAL **$ (23,143.47)**

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	April 27, 2021
Original Contract Time:	8/31/2021
Added by Change Order:	
Contract Time to Date:	126.00
Time Used to Date:	126.00
Contract Time Remaining:	-

Date Printed: 5/12/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: May 23, 2023 **PAYMENT REQUEST #** 6

PAYMENT PERIOD: From: April 10, 2023 Through: April 28, 2023

Contract Summary

Original Contract Amount:	$ 1,545,000.00		
Net change by Change Orders:	$ 21,240.00		
Contract Amount to Date: (line 1 ± 2)		$ 1,566,240.00	
Total completed and stored to date:	$ 881,615.00		
Retainage: 5 % of Completed Work:	$ 44,080.75		
Total Earned less Retainage:		$ 837,534.25	
Less previous applications for payment:		$ 659,923.20	
SUBTOTAL			$ 177,611.05
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 177,611.05
Balance to finish, including retainage:		$ 728,705.75	
Contract Time Remaining (If applicable)	(23.50) Working Days		

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

Construction Contractor Approval: Halbrook Excavating
Firm Name

Signature

5/3/2023
Date

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

Nicholle Jungjohn
Signature

May 3, 2023
Date

City of Grimes Staff Approval:

Signature

5-17-23
Date

City of Grimes Council Approval:

Council 5-23-23
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: 5/3/2023

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
2.01	Clearing and Grubbing	LS	1.00		1.00	$21,000.00	$ 21,000.00	1.00	$ 21,000.00	-	100.00%
2.02	Topsoil, On-Site, Compost-amended	CY	790.00		790.00	$ 100.00	$ 79,000.00	100.00	$ 10,000.00	690.00	12.66%
2.03	Excavation, Class 10	CY	1,900.00		1,900.00	$ 35.00	$ 66,500.00	1,775.00	$ 62,125.00	125.00	93.42%
2.04	Subgrade Preparation, 6in Thickness	SY	6,485.00		6,485.00	$ 4.00	$ 25,940.00	2,460.00	$ 9,840.00	4,025.00	37.93%
2.05	Subbase Granular, 6in Thickness	SY	6,485.00		6,485.00	$ 14.00	$ 90,790.00	2,460.00	$ 34,440.00	4,025.00	37.93%
2.06	Compaction Testing, Moisture & Density Control	LS	1.00		1.00	$ 6,500.00	$ 6,500.00	0.25	$ 1,625.00	0.75	25.00%
2.07	Below Grade Excavation (Core Out)	CY	500.00		500.00	$ 10.00	$ 5,000.00		$ -	500.00	0.00%
3.01	Trench Compaction Testing	LS	1.00		1.00	$ 6,500.00	$ 6,500.00	0.25	$ 1,625.00	0.75	25.00%
4.01	Storm Sewer, Trenched, RCP, 15 in	LF	1,009.00		1,009.00	$ 65.00	$ 65,585.00	235.00	$ 15,275.00	774.00	23.29%
4.02	Storm Sewer, Trenched, RCP, 18 in	LF	130.00		130.00	$ 75.00	$ 9,750.00	85.00	$ 6,375.00	45.00	65.38%
4.03	Storm Sewer, Trenched, RCP, 24 in	LF	8.00		8.00	$ 125.00	$ 1,000.00	8.00	$ 1,000.00	-	100.00%
4.04	Storm Sewer, Trenched, RCP, 30 in	LF	24.00		24.00	$ 130.00	$ 3,120.00	8.00	$ 1,040.00	16.00	33.33%
4.05	Storm Sewer, Trenched, RCP, 36 in	LF	27.00		27.00	$ 150.00	$ 4,050.00	27.00	$ 4,050.00	-	100.00%
4.06	Storm Sewer, Trenched, RCP, 42 in	LF	155.00		155.00	$ 185.00	$ 28,675.00	155.00	$ 28,675.00	-	100.00%
4.07	Removal of Storm Sewer, Less than 36 in	LF	515.00		515.00	$ 10.00	$ 5,150.00	300.00	$ 3,000.00	215.00	58.25%
4.08	Removal of Storm Sewer, Greater than 36 in	LF	126.00		126.00	$ 25.00	$ 3,150.00	40.00	$ 1,000.00	86.00	31.75%
4.09	Pipe Culvert, Trenched, RCP, 60 in	LF	67.00		67.00	$ 350.00	$ 23,450.00	67.00	$ 23,450.00	-	100.00%
4.10	Pipe Apron, Concrete, 15 in	EA	2.00		2.00	$ 2,500.00	$ 5,000.00	2.00	$ 5,000.00	-	100.00%
4.11	Pipe Apron, Concrete, 36 in	EA	1.00		1.00	$ 5,500.00	$ 5,500.00	1.00	$ 5,500.00	-	100.00%
4.12	Pipe Apron, Concrete, 60 in	EA	1.00		1.00	$10,000.00	$ 10,000.00	1.00	$ 10,000.00	-	100.00%
4.13	Pipe Apron, Modifed	LS	1.00		1.00	$35,000.00	$ 35,000.00	1.00	$ 35,000.00	-	100.00%
4.14	Connection to Existing Storm Sewer	EA	5.00		5.00	$ 1,875.00	$ 9,375.00	2.00	$ 3,750.00	3.00	40.00%
4.15	Subrains, Soild Wall, 4 in	LF	150.00		150.00	$ 25.00	$ 3,750.00		$ -	150.00	0.00%
4.16	Subdrain Cleanouts	EA	1.00		1.00	$ 750.00	$ 750.00		$ -	1.00	0.00%
4.17	Subdrain Outlets and Connections	EA	1.00		1.00	$ 250.00	$ 250.00		$ -	1.00	0.00%
5.01	Valve Box Adjustment	EA	14.00		14.00	$ 550.00	$ 7,700.00		$ -	14.00	0.00%
6.01	Manhole, SW-401, 48 in	EA	1.00		1.00	$ 3,500.00	$ 3,500.00		$ -	1.00	0.00%
6.02	Manhole, SW-401, 60 in	EA	1.00		1.00	$ 6,500.00	$ 6,500.00	1.00	$ 6,500.00	-	100.00%
6.03	Manhole, SW-401, 60 in, Modified	EA	1.00		1.00	$ 6,500.00	$ 6,500.00		$ -	1.00	0.00%
6.04	Manhole, SW-401, 72 in	EA	1.00		1.00	$ 7,000.00	$ 7,000.00	1.00	$ 7,000.00	-	100.00%
6.05	Manhole, SW-402, 4ft x 6ft	EA	1.00		1.00	$ 7,500.00	$ 7,500.00	1.00	$ 7,500.00	-	100.00%
6.06	Intake, SW-501	EA	2.00		2.00	$ 3,500.00	$ 7,000.00	1.00	$ 3,500.00	1.00	50.00%
6.07	Intake, SW-503	EA	1.00		1.00	$ 5,500.00	$ 5,500.00		$ -	1.00	0.00%
6.08	Intake, SW-505	EA	1.00		1.00	$ 6,000.00	$ 6,000.00	1.00	$ 6,000.00	-	100.00%
6.09	Intake, SW-507	EA	2.00		2.00	$ 5,000.00	$ 10,000.00		$ -	2.00	0.00%
6.10	Intake, SW-512, 24 in	EA	7.00		7.00	$ 3,000.00	$ 21,000.00	3.00	$ 9,000.00	4.00	42.86%
6.11	Intake, SW-512, 30 in	EA	3.00		3.00	$ 3,500.00	$ 10,500.00	1.00	$ 3,500.00	2.00	33.33%
6.12	Intake, SW-512, 36 in	EA	1.00		1.00	$ 4,500.00	$ 4,500.00		$ -	1.00	0.00%
6.13	Intake, SW-501 - Modified	EA	7.00		7.00	$ 3,500.00	$ 24,500.00	3.00	$ 10,500.00	4.00	42.86%
6.14	Intake, SW-505 - Modified	EA	5.00		5.00	$ 6,000.00	$ 30,000.00	5.00	$ 30,000.00	-	100.00%
6.15	Manhole Adjustment, Minor	EA	5.00		5.00	$ 1,500.00	$ 7,500.00	2.00	$ 3,000.00	3.00	40.00%
6.16	Manhole Adjustment, Major	EA	1.00		1.00	$ 2,750.00	$ 2,750.00	1.00	$ 2,750.00	-	100.00%
6.17	Remove Manhole	EA	2.00		2.00	$ 1,000.00	$ 2,000.00	1.00	$ 1,000.00	1.00	50.00%
6.18	Remove Intake	EA	2.00		2.00	$ 1,000.00	$ 2,000.00		$ -	2.00	0.00%
7.01	Pavement, PCC, 7in Thickness	SY	5,540.00		5,540.00	$ 95.00	$ 526,300.00	2,409.00	$ 228,855.00	3,131.00	43.48%
7.02	PCC Pavement Samples and Testing	LS	1.00		1.00	$ 6,500.00	$ 6,500.00	0.50	$ 3,250.00	0.50	50.00%
7.03	Removal of Sidewalk	SY	66.00		66.00	$ 15.00	$ 990.00	66.00	$ 990.00	-	100.00%
7.04	Removal of Driveway	SY	368.00		368.00	$ 15.00	$ 5,520.00	368.00	$ 5,520.00	-	100.00%
7.05	Sidewalk, PCC 4 Inch Thickness	SY	25.00		25.00	$ 105.00	$ 2,625.00	10.00	$ 1,050.00	15.00	40.00%
7.06	Sidewalk, PCC 6 Inch Thickness	SY	45.00		45.00	$ 130.00	$ 5,850.00		$ -	45.00	0.00%
7.07	Detectable Warning	SF	64.00		64.00	$ 75.00	$ 4,800.00		$ -	64.00	0.00%
7.08	Driveway, Paved, PCC, 6 in Thickness	SY	421.00		421.00	$ 140.00	$ 58,940.00	269.00	$ 37,660.00	152.00	63.90%
7.09	Sidewalk Assurance Testing	LS	1.00		1.00	$ 5,500.00	$ 5,500.00		$ -	1.00	0.00%
7.10	Pavement Removal	SY	5,302.00		5,302.00	$ 13.00	$ 68,926.00	5,052.00	$ 65,676.00	250.00	95.28%
8.01	Temporary Traffic Control	LS	1.00		1.00	$10,500.00	$ 10,500.00	1.00	$ 10,500.00	-	100.00%
9.01	Hydraulic Seeding, Seeding, Fertilizing, and Mulching (BFM), Type 1 with Compost Amended Topsoil	AC	0.60		0.60	$ 7,000.00	$ 4,200.00	0.20	$ 1,400.00	0.40	33.33%
9.02	Hydraulic Mulching, Temporary	AC	0.60		0.60	$ 3,250.00	$ 1,950.00		$ -	0.60	0.00%
9.03	Intake Protection Device, Installation and Removal	EA	31.00		31.00	$ 225.00	$ 6,975.00	10.00	$ 2,250.00	21.00	32.26%
9.04	Intake Protection Device, Maintenance	EA	31.00		31.00	$ 30.00	$ 930.00	4.00	$ 120.00	27.00	12.90%
9.05	Manufactured Check Dams, Installation & Removal	LF	60.00		60.00	$ 40.00	$ 2,400.00		$ -	60.00	0.00%
9.06	Rip Rap, Class E	TON	125.00		125.00	$ 85.00	$ 10,625.00	125.00	$ 10,625.00	-	100.00%
9.07	Rip Rap, Erosion Stone	TON	15.00		15.00	$ 95.00	$ 1,425.00	15.00	$ 1,425.00	-	100.00%
9.08	Wattle, Installation	LF	2,000.00		2,000.00	$ 2.00	$ 4,000.00	725.00	$ 1,450.00	1,275.00	36.25%
9.09	Wattle, Removal	LF	2,000.00		2,000.00	$ 0.25	$ 500.00		$ -	2,000.00	0.00%
9.10	Stormwater Pollution Prevention Plan (SWPP) Preparation	LS	1.00		1.00	$ 2,250.00	$ 2,250.00	1.00	$ 2,250.00	-	100.00%
9.11	Stormwater Pollution Prevention Plan (SWPP) Management	LS	1.00		1.00	$ 3,500.00	$ 3,500.00	0.50	$ 1,750.00	0.50	50.00%
10.01	Removal of Steel Storm Tank Structure	LS	1.00		1.00	$12,500.00	$ 12,500.00	1.00	$ 12,500.00	-	100.00%
11.01	Mobilization	LS	1.00		1.00	$92,434.00	$ 92,434.00	1.00	$ 92,434.00	-	100.00%
11.02	Concrete Washout	LS	1.00		1.00	$ 3,500.00	$ 3,500.00	0.50	$ 1,750.00	0.50	50.00%
11.03	Removal & Salvage Sign To Owner	EA	11.00		11.00	$ 275.00	$ 3,025.00		$ -	11.00	0.00%
11.04	Removal, Salvage & Reinstallation of Mailbox	EA	12.00		12.00	$ 300.00	$ 3,600.00	6.00	$ 1,800.00	6.00	50.00%
11.05	Maintenance of Postal Services	LS	1.00		1.00	$ 3,500.00	$ 3,500.00	0.50	$ 1,750.00	0.50	50.00%
11.06	Maintenance of Solid Waste Collection	LS	1.00		1.00	$ 4,500.00	$ 4,500.00	0.50	$ 2,250.00	0.50	50.00%
	CHANGE ORDER #1										
CO_1.01	SW-512 PCC Collar	LS		1.00	1.00	$ 900.00	$ 900.00			1.00	0.00%
CO_1.02	Tree Removal	LS		1.00	1.00	$ 7,150.00	$ 7,150.00	1.00	$ 7,150.00	-	100.00%
CO_1.03	Driveway, Paved, PCC, 8 in Thickness	SY		38.00	38.00	$ 155.00	$ 5,890.00	38.00	$ 5,890.00	-	100.00%
					-						
	CHANGE ORDER #2										
CO_2.01	Tree Removal	LS		1.00	1.00	$ 7,300.00	$ 7,300.00	1.00	$ 7,300.00	-	100.00%
					-						

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $ 1,566,240.00 $ 881,615.00 56.29%

Date printed: 5/3/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 13, 2022	$ 95,089.78
2	October 25, 2022	$ 200,669.45
3	November 8, 2022	$ 107,419.82
4	December 27, 2022	$ 249,809.15
5	January 24, 2023	$ 6,935.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 659,923.20**

Record of Change Orders

No.	Date	Amount
1	October 25, 2022	$ 13,940.00
2	January 24, 2023	$ 7,300.00
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TOTAL **$ 21,240.00**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	May 10, 2022
Original Contract Time:	80.00
Added by Change Order:	-
Contract Time to Date:	80.00
Time Used to Date:	103.50
Contract Time Remaining:	**(23.50)**

Date Printed: 5/3/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title:	County Line Road Intersection Improvements		
Contractor:	Absolute Concrete		
Address:	1000 West 6th Ave, PO Box 148, Slater, IA 50244		
Finance Budget Code:	334-210-6499	***Finance Project #***	
Vendor Project or Invoice #:		***PO #***	
Original Contract Date:	April 27, 2021	***Vendor #***	1072

Date of Council Meeting: May 23, 2023 **PAYMENT REQUEST #** 9

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

Contract Summary

Original Contract Amount:	$ 980,161.50			
Net change by Change Orders:	$ 60,849.03			
Contract Amount to Date: (line 1 ± 2)		$ 1,041,010.53		
Total completed and stored to date:	$ 957,018.03			
Retainage: 1 % of Completed Work:	$ 9,570.18			
Total Earned less Retainage:		$ 947,447.85		
Less previous applications for payment:		$ 947,249.85		
SUBTOTAL			$	198.00
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	198.00
Balance to finish, including retainage:		$ 93,562.68		
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: Absolute Concrete
Firm Name

Drew Roberts
Signature — 5/12/23 Date

Engineer / Consultant Approval: Bolton & Menk, Inc.
Firm Name

Justin Ernst
Signature — 5/15/2023 Date

City of Grimes Staff Approval:
Signature — 5-17-23 Date

City of Grimes Council Approval: Council 5-23-23
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: 5/11/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	CLEARING AND GRUBBING	LS	1.00		1.00	$ 1,131.00	$ 1,131.00	1.00	$ 1,131.00	-	100.00%
2	EXCAVATION, CLASS 10	CY	1,224.00		1,224.00	$ 10.00	$ 12,240.00	1,224.00	$ 12,240.00	-	100.00%
3	EXCAVATION, CLASS 10, BORROW	CY	2,769.00		2,769.00	$ 16.00	$ 44,304.00	2,769.00	$ 44,304.00	-	100.00%
4	SUBGRADE PREPARATION	SY	6,150.00	30.00	6,180.00	$ 3.00	$ 18,540.00	6,180.00	$ 18,540.00	-	100.00%
5	SUBGRADE TREATMENT, FLY ASH OR CEMENT TREATMENT	SY	6,150.00		6,150.00	$ 7.00	$ 43,050.00		$ -	6,150.00	0.00%
6	SUBBASE, MODIFIED, 6 IN	SY	6,150.00	30.00	6,180.00	$ 10.00	$ 61,800.00	6,180.00	$ 61,800.00	-	100.00%
7	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	100.00		100.00	$ 58.00	$ 5,800.00		$ -	100.00	0.00%
8	STORM SEWER, TRENCHED, RCP, 15 IN	LF	85.00		85.00	$ 103.00	$ 8,755.00	86.00	$ 8,858.00	(1.00)	101.18%
9	STORM SEWER, TRENCHED, RCP, 30 IN	LF	520.00	51.00	571.00	$ 109.00	$ 62,239.00	570.00	$ 62,130.00	1.00	99.82%
10	STORM SEWER, TRENCHLESS, RCP, 30 IN	LF	100.00		100.00	$ 555.00	$ 55,500.00	100.00	$ 55,500.00	-	100.00%
11	PIPE ARON, CONC, 30 IN. W/ FOOTING (REMOVE, SALVAGE, AND REINSTALL)	EA	1.00		1.00	$ 1,800.00	$ 1,800.00	1.00	$ 1,800.00	-	100.00%
12	SUBDRAIN, PERFORATED PLASTIC, PIP, 6 IN	LF	1,080.00		1,080.00	$ 21.50	$ 23,220.00	1,080.00	$ 23,220.00	-	100.00%
13	SUBDRAIN, CLEANOUT, TYPE A-1, 8 IN.	EA	2.00		2.00	$ 800.00	$ 1,600.00	2.00	$ 1,600.00	-	100.00%
14	SUBDRAIN OUTLETS AND CONNECTIONS	EA	6.00		6.00	$ 500.00	$ 3,000.00	6.00	$ 3,000.00	-	100.00%
15	FIELD TILE REPAIR, <10"	LF	100.00		100.00	$ 50.00	$ 5,000.00		$ -	100.00	0.00%
16	WATER MAIN, LOWERING, TRENCHED, DIP, 12 IN	LS	1.00		1.00	$17,500.00	$ 17,500.00		$ -	1.00	0.00%
17	FIXTURE ADJUSTMENT	EA	4.00		4.00	$ 1,000.00	$ 4,000.00		$ -	4.00	0.00%
18	STORM MANHOLE, SW-401, 72 IN.	EA	3.00		3.00	$ 6,650.00	$ 19,950.00	2.00	$ 13,300.00	1.00	66.67%
19	INTAKE, SW-501	EA	1.00		1.00	$ 2,400.00	$ 2,400.00	1.00	$ 2,400.00	-	100.00%
20	INTAKE, SW-505	EA	1.00		1.00	$ 4,450.00	$ 4,450.00	1.00	$ 4,450.00	-	100.00%
21	INTAKE, SW-506	EA	2.00		2.00	$ 7,250.00	$ 14,500.00	2.00	$ 14,500.00	-	100.00%
22	PAVEMENT, PCC, 8 IN.	SY	2,070.00	30.00	2,100.00	$ 75.00	$ 157,500.00	2,065.00	$ 154,875.00	35.00	98.33%
23	PAVEMENT, PCC, 10 IN.	SY	3,000.00		3,000.00	$ 85.00	$ 255,000.00	3,008.00	$ 255,680.00	(8.00)	100.27%
24	CONCRETE MEDIAN	SY	71.00		71.00	$ 25.00	$ 1,775.00	355.00	$ 8,875.00	(284.00)	500.00%
25	GRANULAR SHOULDER AND DRIVEWAY, 7 IN.	SY	535.00	120.00	655.00	$ 15.00	$ 9,825.00	655.00	$ 9,825.00	-	100.00%
26	PAVEMENT REMOVAL	SY	3,375.00		3,375.00	$ 16.00	$ 54,000.00	3,375.00	$ 54,000.00	-	100.00%
27	PAINTED PAVEMENT MARKINGS, WATERBORNE	EA	80.10		80.10	$ 65.00	$ 5,206.50	80.10	$ 5,206.50	-	100.00%
28	PAINTED PAVEMENT SYMBOLS, WATERBORNE	EA	6.00		6.00	$ 100.00	$ 600.00	6.00	$ 600.00	-	100.00%
29	PAVEMENT MARKINGS REMOVED	STA	17.00		17.00	$ 115.00	$ 1,955.00	17.00	$ 1,955.00	-	100.00%
30	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	$ 8,200.00	$ 8,200.00	1.00	$ 8,200.00	-	100.00%
31	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING (TYPE 1)	AC	0.50		0.50	$ 3,000.00	$ 1,500.00	0.28	$ 840.00	0.22	56.00%
32	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING (TYPE 2)	AC	0.75		0.75	$ 2,950.00	$ 2,212.50	1.17	$ 3,451.50	(0.42)	156.00%
33	SWPPP PREPARATION	LS	1.00		1.00	$ 1,000.00	$ 1,000.00	1.00	$ 1,000.00	-	100.00%
34	SWPPP MANAGEMENT	LS	1.00		1.00	$ 2,000.00	$ 2,000.00	1.00	$ 2,000.00	-	100.00%
35	FILTER SOCK, 9 IN.	LF	1,115.00		1,115.00	$ 2.50	$ 2,787.50	230.00	$ 575.00	885.00	20.63%
36	RIP RAP, CLASS E	TON	30.00		30.00	$ 70.00	$ 2,100.00	30.00	$ 2,100.00	-	100.00%
37	SILT FENCE OR SILT FENCE DITCH CHECK	LF	2,730.00		2,730.00	$ 1.50	$ 4,095.00	618.00	$ 927.00	2,112.00	22.64%
38	EROSION CONTROL MULCHING, HYDROMULCHING	AC	2.10		2.10	$ 1,500.00	$ 3,150.00	0.54	$ 810.00	1.56	25.71%
39	INLET PROTECTION DEVICE	EA	7.00		7.00	$ 175.00	$ 1,225.00	7.00	$ 1,225.00	-	100.00%
40	MOBILIZATION	LS	1.00		1.00	$61,000.00	$ 61,000.00	1.00	$ 61,000.00	-	100.00%
41	CONCRETE WASHOUT	LS	1.00		1.00	$ 2,500.00	$ 2,500.00	1.00	$ 2,500.00	-	100.00%
42	FENCE REMOVAL	LF	350.00		350.00	$ 5.00	$ 1,750.00	350.00	$ 1,750.00	-	100.00%
8001	SUBBASE STABILIZATION, GEOGRID	SY		152.00	152.00	$ 5.50	$ 836.00	152.00	$ 836.00	-	100.00%
8002	TEMPORARY TRAFFIC SIGNALS	LS		1.00	1.00	$11,929.00	$ 11,929.00	1.00	$ 11,929.00	-	100.00%
8003	FIELD ENTRANCE	LS		1.00	1.00	$ 6,688.00	$ 6,688.00	1.00	$ 6,688.00	-	100.00%
8004	TEMPORARY STORM PIPE	LS		1.00	1.00	$25,080.00	$ 25,080.00	1.00	$ 25,080.00	-	100.00%
8005	DRIVEWAY CULVERT REPAIR	LS		1.00	1.00	$ 6,317.03	$ 6,317.03	1.00	$ 6,317.03	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $ 1,041,010.53 $ 957,018.03 -8.07%

Date printed: 5/11/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 13, 2021	$ 281,913.92
2	August 24, 2021	$ 90,564.64
3	September 14, 2021	$ 310,792.32
4	October 12, 2021	$ 142,503.80
5	December 14, 2021	$ 43,499.07
6	March 8, 2022	$ 19,130.41
7	September 13, 2022	$ 24,076.80
8	January 24, 2023	$ 34,768.89
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Previous Applications for Payment

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TOTAL **$ 947,249.85**

Record of Change Orders

No.	Date	Amount
1	July 13, 2021	$ 22,764.00
2	October 12, 2021	$ 6,688.00
3	August 9, 2022	$ 25,080.00
4	January 24, 2023	$ 6,317.03
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TOTAL **$ 60,849.03**

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	April 27, 2021
Original Contract Time:	8/31/2021
Added by Change Order:	
Contract Time to Date:	126.00
Time Used to Date:	126.00
Contract Time Remaining:	-

Date Printed: 5/11/2023

RESOLUTION NO. 05-3523 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 23rd day of May 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

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

CITY COUNCIL COMMUNICATION
Meeting Date: 5/23/23

AGENDA ITEM: SE Trail Ridge Road Reconstruction, Change Order #2.

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

- Potholing Existing Utilities Prior to Start Date
  - Potholing of existing utilities prior to start date to identify potential utility conflicts.
- Additional Traffic Control
  - Additional traffic control signage for detour route during Phase 1 construction.

BUDGETARY CONSIDERATIONS: The change order will increase the total cost for the project by $7,688.98.

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: 1110 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: 2

Change Order Date: May 23, 2023

Purpose of Change Order:

Potholing of existing utilities prior to start date to identify potential utility conflicts and additional traffic control signage for detour route during Phase 1 construction.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Potholing Existing Utilties Prior to Start Date	LS	1.00	$ 4,812.50	$ 4,812.50
2	Additional Traffic Control	LS	1.00	$ 2,876.48	$ 2,876.48
3					$ -
4					$ -
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -

Change Order Number: 2 makes the following adjustments to the contract: $ 7,688.98

Contractor Accepted: Sternquist Construction, Inc.
Firm Name

Signature — 5 - 4 - 2 3 Date

Engineer Approved: City of Grimes
Firm Name

Signature — 05-08-23 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	May 23, 2023	$ 7,688.98
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Revised Contract Amount $ 1,455,374.53

Date Printed: 5/4/2023

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

CITY COUNCIL COMMUNICATION
Meeting Date: 5/23/23

AGENDA ITEM: County Line Road Intersection Improvements, Change Order #5.

BACKGROUND: A change order request has been made for the County Line Road Intersection Improvements project. The purpose and details are as follows:

- Reconciliation of contract quantities.

BUDGETARY CONSIDERATIONS: The change order will decrease the total cost for the project by $83,992.50.

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: Matt Ahrens, City Engineer
Return to: Matt Ahrens, City Engineer

CHANGE ORDER FORM

CITY OF GRIMES

Project Title:	County Line Road Intersection Improvements		
Contractor:	Absolute Concrete		
Address:	1000 West 6th Ave, PO Box 148, Slater, IA 50244		
Finance Budget Code:	334-210-6499	***Finance Project #***	
Vendor Project or Invoice #:		***PO #***	
Original Contract Date:	April 27, 2021	***Vendor #***	1072

Change Order Number: 5

Change Order Date: May 23, 2023

Purpose of Change Order:

Reconciliation of Contract Quantities

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
5	SUBGRADE TREATMENT, FLY ASH OR CEMENT TREATMENT	SY	(6,150.00)	$ 7.00	$ (43,050.00)
7	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	(100.00)	$ 58.00	$ (5,800.00)
8	STORM SEWER, TRENCHED, RCP, 15 IN	LF	1.00	$ 103.00	$ 103.00
9	STORM SEWER, TRENCHED, RCP, 30 IN	LF	(1.00)	$ 109.00	$ (109.00)
15	FIELD TILE REPAIR, <10"	LF	(100.00)	$ 50.00	$ (5,000.00)
16	WATER MAIN, LOWERING, TRENCHED, DIP, 12 IN	LS	(1.00)	$ 17,500.00	$ (17,500.00)
17	FIXTURE ADJUSTMENT	EA	(4.00)	$ 1,000.00	$ (4,000.00)
18	STORM MANHOLE, SW-401, 72 IN.	EA	(1.00)	$ 6,650.00	$ (6,650.00)
22	PAVEMENT, PCC, 8 IN.	SY	(35.00)	$ 75.00	$ (2,625.00)
23	PAVEMENT, PCC, 10 IN.	SY	8.00	$ 85.00	$ 680.00
24	CONCRETE MEDIAN	SY	284.00	$ 25.00	$ 7,100.00
31	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING (TYPE 1)	AC	(0.22)	$ 3,000.00	$ (660.00)
32	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING (TYPE 2)	AC	0.42	$ 2,950.00	$ 1,239.00
35	FILTER SOCK, 9 IN.	LF	(885.00)	$ 2.50	$ (2,212.50)
37	SILT FENCE OR SILT FENCE DITCH CHECK	LF	(2,112.00)	$ 1.50	$ (3,168.00)
38	EROSION CONTROL MULCHING, HYDROMULCHING	AC	(1.56)	$ 1,500.00	$ (2,340.00)

Change Order Number: 5 makes the following adjustments to the contract: $ (83,992.50)

Contractor Accepted: Absolute Concrete
Firm Name

Drew Roberts
Signature

5/12/23
Date

Engineer Approved: Bolton & Menk, Inc.
Firm Name

Justin Ernst
Signature

5/15/2023
Date

Owner Accepted: City of Grimes MSA 5-16-23

Signature

Title

Date

Attest for Owner:

Signature

Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 980,161.50
1	July 13, 2021	$ 22,764.00
2	October 12, 2021	$ 6,688.00
3	August 9, 2022	$ 25,080.00
4	January 24, 2023	$ 6,317.03
5	May 23, 2023	$ (83,992.50)
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount $ 957,018.03

Date Printed: 5/12/2023

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

CITY COUNCIL COMMUNICATION
Meeting Date: 5/23/23

AGENDA ITEM: WRA Grimes Connector – Contract 3, Change Order #2.

BACKGROUND: A change order request has been made for the WRA Grimes Connector – Contract 3 project. The purpose and details are as follows:

- Change to urban grass seed mixture on portions of force main route.

BUDGETARY CONSIDERATIONS: The change order will increase the total cost for the project by $26,400.00.

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: Matt Ahrens, City Engineer
Return to: Matt Ahrens, City Engineer

CHANGE ORDER FORM

CITY OF GRIMES

Project Title:	WRA Grimes Connector - Contract 3		
Contractor:	Rognes Corporation		
Address:	1609 N. Ankeny Blvd., Suite 210, Ankeny, IA 50023		
Finance Budget Code:	363-815-6499	**Finance Project #**	0
Vendor Project or Invoice #:	0	**PO #**	0
Original Contract Date:	March 8, 2022	**Vendor #**	2363

Change Order Number: 2

Change Order Date: May 23, 2023

Purpose of Change Order:

This change order is to compensate contractor to install an urban grass seed mixture where we are installing the new sewer through residential yards.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	SUDAS Type 1	Acre	8.00	$ 3,300.00	$ 26,400.00
2					$ -
3					$ -
4					$ -
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -
Change Order Number: 2 makes the following adjustments to the contract:					**$ 26,400.00**

Contractor Accepted: Rognes Corporation (Firm Name)

Signature _____ Date 5-16-23

Engineer Approved: Veenstra & Kimm, Inc. (Firm Name)

Signature _____ Date 5-16-23

Owner Accepted: City of Grimes MSA 5-16-23

Signature _____ Title _____

Date _____

Attest for Owner:

Signature _____ Title _____

Date _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 8,235,801.00
1	February 14, 2023	$ 35,838.00
2	May 23, 2023	$ 26,400.00
3		
4		
5		
6		
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12		
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14		
15		

Revised Contract Amount **$ 8,298,039.00**

Date Printed: 5/16/2023

CITY COUNCIL COMMUNICATION
Meeting Date: 05/23/2023

AGENDA ITEM: Resolution Accepting Public Improvements in Legacy Park Lot 2 Phase 2

BACKGROUND:
The public improvements for water main identified within the site plan have been completed and in a condition to be accepted by the City and the City engineer has recommended such acceptance.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S): N/A

STAFF RECOMMENDATION:
Staff recommends approval of the Resolution Accepting Public Improvements in Legacy Park Lot 2 Phase 2.

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

Prepared by Alex Pfaltzgraff, City of Grimes 101 NE Harvey Street, Grimes, IA 50111 Phone: 515-986-3036

RESOLUTION NO. 05-3623

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN LEGACY PARK LOT 2 PHASE 2

WHEREAS, approval of the final plat for Legacy Park (the "Plat") has previously been given by resolution of the Grimes City Council; and

WHEREAS, at the time of approval of the final plat, certain public improvements within the Plat were not completed; and

WHEREAS, the approved site plan identified certain public improvements to be constructed; and

WHEREAS, the public improvements are now completed and in a condition to be formally accepted by the City, and the City engineer has recommended such acceptance.

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

1. That the public improvements in Legacy Park Lot 2 Phase 2, including water mains, are hereby accepted and incorporated into the respective water main system in the City of Grimes.

This resolution shall be filed of record with the Polk County, Iowa Recorder.

PASSED AND APPROVED this 23rd day of May, 2023.

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

CITY OF GRIMES

Development Services
410 SE Main Street, Suite 102
Grimes, IA 50111
Phone (515) 986-4050
Fax (515) 986-4480
www.grimesiowa.gov

CERTIFICATE OF COMPLETION

Legacy Park Lot 2, Phase 2

Grimes, Iowa

May 23, 2023

This is to certify that the public improvements on ***Legacy Park Lot 2-Phase 2*** have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Tony Hanson
Senior Engineering Technician

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 05/23/2023

AGENDA ITEM: RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT FOR THE FUNDING AND OPERATION OF A MOBILE VENTILATION UNIT BY THE CITIES OF ANKENY, ALTOONA, CLIVE, GRIMES/JOHNSTON METROPOLITAN FIRE DEPARTMENT, URBANDALE, WAUKEE AND WEST DES MOINES

BACKGROUND: There was discussion among several fire chiefs in the metro area about purchasing a large mobile ventilation fan in 2022 to use to remove smoke from large buildings such as warehouses. The city of Urbandale led the discussion and brought in a demonstration to show the effectiveness of this type of large fan to provide positive pressure ventilation in a warehouse. The fan can reduce the time to ventilate a large building such as a warehouse, school, or apartment building from hours to minutes. This will be a huge asset to have in the region.

Initially there were 10 departments that said they would be interested in a joint purchase and ownership of this resource. In 2023 a supplemental budget request for Grimes was put forward for $18,500 when the cost estimate was $18,500. Urbandale applied for a grant for the purchase but was not successful. The City of Urbandale reached back out to the 10 cities to see if they would still be willing to jointly pay for the purchase. Only 7 fire departments were willing to still participate in a joint purchase. Chief Clark was able to get Urbandale to treat the department as one agency and split the cost between Grimes and Johnston by the funding formula.

Grimes Legal Counsel Tom Henderson did review the 28E agreement and provide comments that were incorporated into the final version and has seen and approved the final version. City Administrator Jake Anderson did approve to move the funding and agreement to the City Council for final approval

The total cost of the unit was $191,511, split 7 ways that came out to $27,358.71. Grimes will pay $10,396.75. Johnston will pay 16,961.96.

BUDGETARY CONSIDERATIONS: The Supplemental Request in 2023 was not spent. There are enough reserves in the Fire Department budget to pay for this amount.

STRATEGIC PLANNING:
Prioritized ____YES _____NO X

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

BOARD/COMMISSION ACTION(S): None

Prepared by:Jim Clark
Return to: Jim Clark

STAFF RECOMMENDATION: Staff Recommends approval of Resolution 05-3723 to approve the intergovernmental agreement and paying the invoice to Urbandale for the share of the cost of the Mobile Ventilation Unit.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Jim Clark
Fire Chief
jclark@cityofjohnston.com
515-251-7690

Prepared by:Jim Clark
Return to: Jim Clark

GRIMES RESOLUTION NO. 05-3723

RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT FOR THE FUNDING AND OPERATION OF A MOBILE VENTILATION UNIT BY THE CITIES OF ANKENY, ALTOONA, CLIVE, GRIMES/JOHNSTON METROPOLITAN FIRE DEPARTMENT, URBANDALE, WAUKEE AND WEST DES MOINES

WHEREAS, each City's fire department listed in the attached 28E Agreement has established the need to periodically provide ventilation of large spaces during fires, other emergency responses and events;

WHEREAS, the Cities of Johnston and Grimes share a fire department (Johnston-Grimes Metropolitan Fire Department), the cost share will be as one city under the terms of the attached 28E Agreement;

WHEREAS, the purchase of a mobile ventilation unit by each City is not practical or warranted, and shared cost savings and use of this type of equipment are in the best interests of the citizens and taxpayers of each City;

WHEREAS, the listed Cities desire to jointly purchase and operate a mobile ventilation unit; and,

WHEREAS, the attached 28E Agreement is satisfactory and in the best interests of Grimes;

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

1. That the City of Grimes enter into the attached 28E Agreement with Clive, Johnston, Waukee, Ankeny, Altoona, Urbandale, and West Des Moines and,

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

PASSED AND APPROVED this 23rd day of May, 2023.

Mayor Scott Mikkelsen

By:_____

Attest: City Clerk Rochelle Williams

By:_____

INTERGOVERNMENTAL AGREEMENT
FOR THE FUNDING AND OPERATION OF A MOBILE VENTILATION UNIT BY THE CITIES OF ANKENY, ALTOONA, CLIVE, GRIMES/JOHNSTON METROPOLITAN FIRE DEPARTMENT, URBANDALE, WAUKEE AND WEST DES MOINES

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into effective this 1st day of May, 2023, by and between the CITY OF ANKENY, IOWA, a municipal corporation (“Ankeny”), CITY OF ALTOONA, IOWA, a municipal corporation (“Altoona”), CITY OF CLIVE, IOWA, a municipal corporation ("Clive"), CITY OF JOHNSTON, IOWA, a municipal corporation (“Johnston”), CITY OF GRIMES, IOWA, a municipal corporation (“Grimes”), the CITY OF URBANDALE, IOWA, a municipal corporation ("Urbandale"), the CITY OF WAUKEE, IOWA, a municipal corporation ("Waukee"), and the CITY OF WEST DES MOINES, IOWA, a municipal corporation ("West Des Moines") (Altoona, Ankeny, Clive, Johnston, Grimes, Urbandale, Waukee, and West Des Moines, are referred to herein individually as a "City" or jointly as the "Cities"), pursuant to Chapter 28E of the Iowa Code.

WHEREAS, the cities of Johnston and Grimes share a fire department (Johnston-Grimes Metropolitan Fire Department), the cost share will be as one city.

WHEREAS, each City’s fire department has established the need to periodically provide ventilation of large spaces during fires, other responses and events.

WHEREAS, the purchase of a mobile ventilation unit by each City is not practical or warranted.

WHEREAS, to most efficiently and cost effectively purchase a mobile ventilation unit that can be shared between the Cities, the Cities desire to jointly purchase and operate a mobile ventilation unit.

NOW, THEREFORE, the parties hereto agree as follows:

1. Joint Purchase and Operation of a Mobile Ventilation Fan. The Cities agree to contribute funds to operate a mobile ventilation unit (the “MVU”) to be used by the staff of the Ankeny Fire Department, Altoona Fire Department, Clive Fire Department, Johnston-Grimes Metropolitan Fire Department, Urbandale Fire Department, Waukee Fire Department, and the West Des Moines Fire Department (referred to herein as the “Fire Departments”). This Agreement shall not create a separate legal or administrative entity. The Fire Chiefs of the Cities shall be designated as the administrators of this Agreement.

2. Lead Agency of MVU. Urbandale shall serve as the lead agency for the project, including the purchasing process. In consideration for the contributions to the purchase and operations of the MVU, the Cities shall have the right to use the MVU as set forth in this Agreement.

3. Cost sharing. The initial purchase price for the MVU shall be divided equally between the participating fire departments. The purchase price is one hundred ninety-one thousand and five hundred and eleven dollars ($191,511.00).

4. Operation of MVU. Service/Maintenance costs are shared by all cities and each City will be billed for a share of the on-going service and maintenance cost. Each City is responsible for fuel and supplies used while in service for each City.

Urbandale shall bill each City for their share of the annual service and maintenance costs as Urbandale receives the invoices for such costs, and the Cities agree to pay Urbandale for such costs within thirty (30) days following the receipt of the invoice from Urbandale and approval of such invoice.

Each City shall provide personnel to be trained in the set up and operations of the MVU. The MVU shall be used only by personnel who are trained in the operation of the MVU.

5. Addition of New Users. If approved by each City, a new city that is not a party to this original Agreement may be permitted to join as a party to the Agreement by Addendum, provided that:

i. the new city pays a proportional share of the initial investment to each City based on the original cost, and
ii. the new city shall pay an equal portion of the on-going service/maintenance cost.
iii. any non-participant of this agreement may request the use of the MVU through existing mutual aid agreements. The Fire Chiefs of the parties of this agreement shall develop a fee schedule for the use of the MVU by agency that are non-participants of this agreement.

6. Liability/Indemnification. To the extent permitted by law, each City shall indemnify, defend and hold harmless the other Cities that are parties to this Agreement, their officers, agents and employees, from and against any and all private party claims, suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees, and against all liability for property damage to private property and injuries to all persons, including death resulting therefrom, directly or indirectly, as a result or consequence of any act, omission, fault or negligence of that City, its officers, agents or employees (collectively, “Damages”) in the use and operation of the MVU. Unless caused by gross negligence, intentional acts/omissions or fraud, each City waives all claims against the other Cities that are parties to this Agreement for compensation for personal injury or death to the waiving City’s personnel or for damage to its property occurring as a consequence of its participation and performance of the activities contemplated by this Agreement. Further, to the extent permitted by law, each City shall indemnify, save, defend and hold harmless the other Cities that are parties to this Agreement, including their officers, agents and employees, against any and all claims, suits and actions, including court costs and attorney's fees, brought by the officers, agents and employees of the indemnifying City, occurring as a consequence of the participation and performance of the activities and training contemplated by this Agreement.

7. Term and Termination. This Agreement shall be effective upon the date stated above and shall remain in effect until May 1, 2038, unless earlier terminated as set forth herein or upon the agreement of the parties.

Any City may terminate its use of the MVU and immediately terminate its participation in this Agreement by providing the other Cities with written notice prior to the effective date of the termination.

Should any City request termination of their participation in this Agreement, there will be no return of its initial or annual contributions to the purchase and operation of the MVU.

8. Disposition Assets. At the termination of the agreement, the MVU shall be sold and the value of the MVU shall be split evenly between the participating departments.

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

a. If to Ankeny, to:

Ankeny Fire Department
120 NW Ash Dr.
Ankeny, Iowa 50023
Attention: Fire Chief

b. If to Altoona, to:

Altoona Fire Chief
950 Venbury Dr,
Altoona, IA 50009
Attention: Fire Chief

c. If to Clive, to:

Clive Fire Department
8800 Hickman Rd
Clive, Iowa 50325
Attention: Fire Chief

d. If to Grimes,

Johnston-Grimes Metropolitan Fire Department
6373 Merle Hay Road
Johnston, IA 50131
Attention: Fire Chief

e. If to Johnston, to:

Johnston-Grimes Metropolitan Fire Department
6373 Merle Hay Road
Johnston, IA 50131
Attention: Fire Chief

f. If to Urbandale, to:

Urbandale Fire Department
3927 121st Street
Urbandale, Iowa 50323
Attention: Fire Chief

g. If to Waukee, to:

Waukee Fire Department
1300 L.A Grant Parkway
Waukee, Iowa 50276
Attention: Fire Chief

h. If to West Des Moines to:

West Des Moines Fire Department
318 5th Street
West Des Moines, Iowa 50265
Attention: Fire Chief

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

CITY OF ANKENY, IOWA

By: _____
Mayor

ATTEST:

_____
City Clerk

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

CITY OF ALTOONA, IOWA

By: _____
Mayor

ATTEST:

_____
City Clerk

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

CITY OF CLIVE, IOWA

By: _____
Mayor

ATTEST:

_____
City Clerk

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

CITY OF JOHNSTON, IOWA

By: _____
Mayor

ATTEST:

_____
City Clerk

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

CITY OF URBANDALE, IOWA

By: _____
Robert D. Andeweg, Mayor

ATTEST:

_____
Nicole Lunders, City Clerk

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

CITY OF WAUKEE, IOWA

By: _____
Mayor

ATTEST:

_____
City Clerk

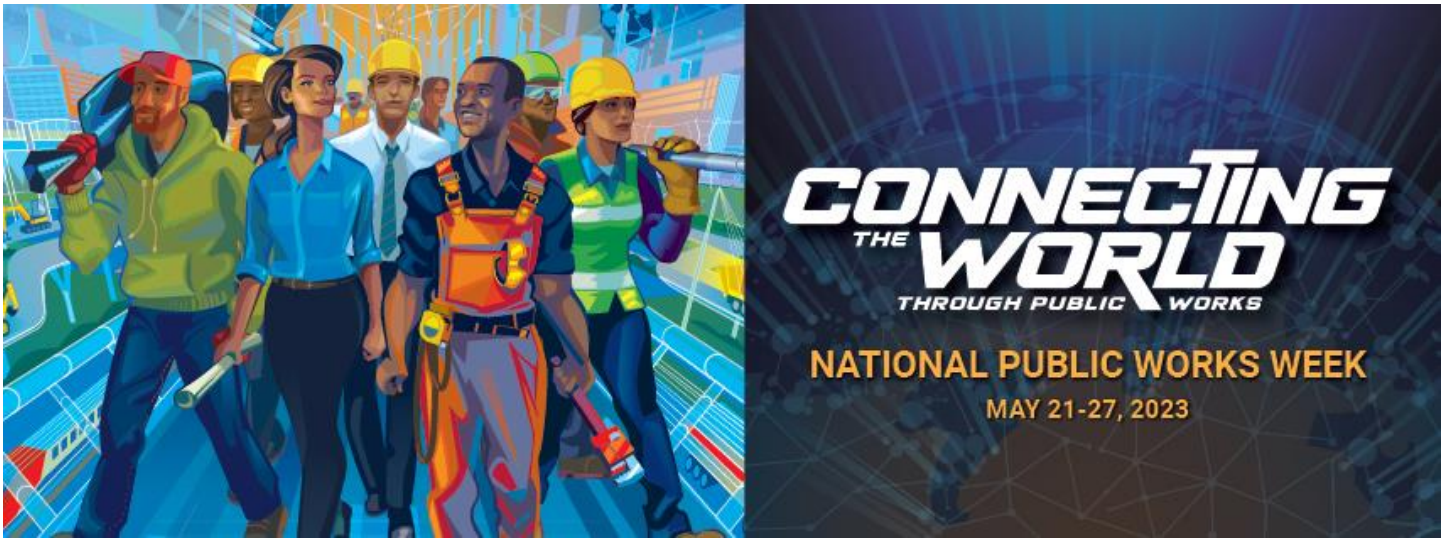
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

CITY OF WEST DES MOINES, IOWA

By: _____
Mayor

ATTEST:

_____
City Clerk



National Public Works Week Proclamation

May 21–27, 2023

“Connecting the World Through Public Works”

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Grimes; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the City of Grimes to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, Mayor Scott Mikkelsen, do hereby designate the week May 21–27, 2023 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the State (to be affixed),

DONE at the City of Grimes, Iowa this 23 day of May 2023.

_____

Mayor Scott Mikkelsen

ATTEST:

_____

Rochelle Williams, City Clerk

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 05/23/2023

AGENDA ITEM: AMENDED OPERATION SERVICES AGREEMENT BETWEEN CITY OF GRIMES AND USW UTILITY GROUP

BACKGROUND: As part of the strategic plan Council and Staff identified the desire to staff the operation and maintenance of the wastewater collection system and the water distribution system with City employees. This amended agreement provides for the desired staffing change allowing City staff to provide these services. This change in staffing will provide increased customer service levels and a renewed focus on system maintenance.

The City of Grimes has contracted since 2014 with USW Utility Group (USWUG) for the operations and maintenance of Grimes utility network including the water treatment and distribution, as well as wastewater treatment, collection, and pumping. Staff wishes to retain USWUG to continue operating the water and wastewater treatment plants. Upon completion of the Wastewater Reclamation Authority (WRA) connection, wastewater treatment will be transitioned from USWUG to the WRA and the wastewater treatment plant will be decommissioned. USWUG will continue to operate the water treatment plant for some period of time.

BUDGETARY CONSIDERATIONS: The amended service agreement provides for a decrease in wastewater treatment fees and provides for the operation of the water production plant at the current budgeted rate.

STRATEGIC PLANNING:
Prioritized __X__YES _____NO

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

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: Approval

RESPONSIBLE STAFF/CONTACT INFORMATION: Kevin Hensley, Public Works Director

Prepared by:___JB_____
Return to:_____KLH_____

RESOLUTION TO AMENDED THE OPERATION SERVICES AGREEMENT BETWEEN CITY OF GRIMES AND USW UTILITY GROUP

Grimes Resolution No.05-3823

WHEREAS, the City of Grimes (Grimes) has contracted since 2014 with USW Utility Group (USWUG) for professional services including the operations and maintenance of Grimes water treatment and distribution, and Grimes wastewater treatment, collection, and pumping; and,

WHEREAS, Grimes is currently constructing a waste treatment system that will allow Grimes waste water treatment to eventually be handled by Des Moines Metropolitan Wastewater Reclamation Authority (WRA);

WHEREAS, Grimes wishes to retain USWUG to continue to operate the water and wastewater treatment plants for the near term, but to provide for transition of the wastewater treatment operations to the WRA when the WRA is ready to accept responsibility for waste water treatment;

WHEREAS, Grimes also wishes to assume responsibility for customer service, maintenance and operation of the water distribution and waste water collection system and water metering;

WHEREAS, Grimes and USWUG have agreed to the terms of a new, attached Amended Operation Services Agreement defining the future relationship of the parties;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the Amended Operation Services Agreement with USWUG 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 23rd day of May, 2023, and approved by the Mayor on the 23rd day of May, 2023.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

AMENDED OPERATIONS, MAINTENANCE AND MANAGEMENT OF WATER TREATMENT AND WASTEWATER TREATMENTAGREEMENT

June 19, 2023

CITY OF GRIMES

And

USW UTILITY GROUP

AMENDED OPERATION SERVICES AGREEMENT

BETWEEN

City of Grimes

RE: ***City***

And

USW Utility Group

THIS Amended Operation and Maintenance Agreement (the "Agreement") is to commence on the **19th day June 2023** (Commencement Date), between **USW Utility Group** ("USWUG"), whose address is 1406 Central Avenue, Fort Dodge, IA 50501, furthermore referred to as USWUG, and **City of Grimes,** a municipality located in Polk County, Iowa, and acting by and through its duly authorized Mayor-Council **(the "City")** whose address is 101 NE Harvey Street, Grimes, Iowa 50111. This Amended Operation and Maintenance Agreement amends and replaces the terms of the Operations, Maintenance of Water Treatment & Distribution and Wastewater Treatment, Collection & Pumping Agreement that was previously commenced on July 1, 2014.

RECITALS:

WHEREAS, The City is the Owner and has the right and obligation to operate and maintain a water production and a sanitary wastewater treatment system (collectively, the "Facilities") in Polk County, Iowa, which serves customers of the City, and the City desires to obtain services for the competent operation, maintenance, and management of the Facilities. City is the Owner of municipal wastewater treatment, municipal water treatment, and water storage facilities as described in Exhibit A to this Agreement (the "Description of Facilities"); and

WHEREAS, City desires to engage USWUG to operate and maintain the Facilities on behalf of City and USWUG desires to accept such engagement, all upon the terms and conditions hereafter set forth; and

WHEREAS, USWUG is experienced and capable of providing operation, maintenance and management services for the Facilities; and

WHEREAS, City is authorized by law to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other valuable considerations, the sufficiency of which is hereby acknowledged by both parties regarding the details herein, the parties do hereby promise, covenant and agree as follows:

ARTICLE I – DEFINITIONS:

Wherever used in this Agreement the following terms shall have the meanings indicated which are applicable to both the singular and plural thereof:

1.1 "**Agreement**" means the written instrument which is evidence of the agreement between City and USWUG covering the services to be performed, including the Agreement and any exhibits that are attached to the Agreement or made a part thereof; and any other documents which are incorporated in or referenced in the Agreement and made a part thereof.

1.2 "**Applicable Law**" shall mean (i) all of the permits required for the performance by the parties under this Agreement, (ii) all State or federal constitutional restrictions, (iii) all State laws, rules, regulations or directives, (iv) all City ordinances, laws or directives, (v) all federal or State judicial judgments, orders or decrees, (vi) all federal, State or City administrative orders or directives, which are in effect during the term of this Agreement, or subsequently enacted, adopted, promulgated, issued or enforced during the Term of this Agreement, or subsequently enacted, adopted, promulgated, issued or enforced, and (vii) all federal, State or City consent decrees, stipulations or settlement agreements, in any manner relating to the operation, management, maintenance, repair, upgrade, enhancement, retirement or expansion of the Facilities.

1.3 "**Contract Price**" means the compensation outlined in Article V, of this Agreement.

1.4 "**USWUG**" or "Operator" means USW Utility Group and/or U.S. Water Services Corporation.

1.5 "**Cost**" means all direct costs and indirect costs determined on an accrual basis in accordance with generally accepted accounting principles.

1.6 "**Day**" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

1.7 "**Emergencies"** are condition or circumstances that threaten the immediate shutdown of or the substantial reduction in the operational capacity of the Facilities, or the life, health or property of the USWUG or City or their employees or agents. Emergencies include situations which, absent USWUG's action, there is a risk of: (i) the Facilities' noncompliance with Applicable Law; (ii) failure of the Facilities to operate; (iii) circumstances affecting the safety of persons or property; (iv) adverse impact of snow and other extreme weather conditions

and other natural or man-made disasters; and (v) the occurrence of an event of Force Majeure.

1.8 "**Facilities**" mean the City water treatment plant, water storage, production wells, booster station, and wastewater treatment plant including but not limited to, all equipment, structures, instrumentation, pumps, parts, processes, buildings, fixtures, electrical panels, conduit, tanks, treatment facilities, HVAC, meters, computers, communications systems, valves, and generators subject to Article 2.47.

1.9 "**Holiday**" means the holidays observed by the City (New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the day after Thanksgiving, Christmas Eve Day and Christmas Day).

1.10 "**Maintenance**" means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or otherwise required under standard industry practices to maintain the Facilities in good to excellent condition, ordinary wear and tear excepted, and to maximize the service life of the Facilities.

1.11 "**City**" means City of Grimes, Agency, City, representative, as applicable.

1.12 "**Permits**" shall refer to all permits and licenses issued to City and required for the discharge of water and wastewater from the Facilities.

1.13 "**Project**" means all the work performed pursuant to the Agreement at the Facilities.

1.14 **"Prudent Industry Practice"** means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good design, construction, operation, maintenance, repair, replacement and management practices in the municipal water and wastewater industry as observed in the Midwest region of the United States.

1.15 "**Repairs**" means those non-routine/non-repetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the equipment, Facilities or some component thereof.

1.16 "**Reports**" means all reports including annual reports, monthly operating reports, mutually agreeable reports, and any other reports as required by the permit or manufacturers.

1.17 "**Services**" means the Scope of Services outlined in Article II of the Agreement.

1.18 **"Staffing Plan"** means the City project staffing plan that is submitted by the USWUG and approved by the City which defines the USWUG's; (a) minimum level of full time equivalents (FTE); (b) minimum qualifications of staff; (c) USWUG's organization chart for the City project; (d) key personnel (Principle In-Charge, Project Manager); (e) expected level of technical support from the USWUG's Corporate personnel; (f) staff retention plans, and (g)

response to deviations from the Staffing Plan. USWUG's commitment to employ such managers, engineers, and other professionals and staff as are necessary and appropriate to carry out its responsibilities under the Agreement.

1.19 "**Unforeseen Circumstance(s)**" shall mean any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement, including but not limited to; (i) an act of God, lightning, tornado, fire, explosion, flood, acts of terrorism; (ii) preliminary or final order of any local, state or federal court, administrative agency or governmental body of competent jurisdiction; (iii) any change in any Applicable Laws as defined herein; (iv) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strikes, work slowdowns or work stoppages by employees of USWUG; (v) loss of or inability to obtain service from a utility necessary to furnish power for the operation, maintenance, management and repair of the Project; and (vi) failure of Facility's design, technology; excluding:

(i) General economic conditions, interest or inflation rate fluctuations, commodity prices or changes in process, or currency or exchange rate fluctuations;

(ii) Changes in the financial condition of the City, USWUG, or any of their affiliates or Sub-Contractors of USWUG;

(iii) Union work rules which increase the USWUG's operating cost for the Facilities;

(iv) Any impact of prevailing wage laws on USWUG's costs, provided however that such requirements or demands may constitute a change of law entitling USWUG to additional compensation;

(v) The consequence of USWUG's error, including any errors of USWUG affiliates or Subcontractor; and/or

(vi) Litigation against the City and/or USWUG

1.20 "**Work Authorization**" means a document which is signed by USWUG and City and authorizes an addition, deletion or revision in the Services, or an adjustment in the contract price or the contract time, issued on or after the Commencement Date of the Agreement.

ARTICLE II – SCOPE OF SERVICES:

2.1 Commencing on June 19, 2023, or such other date mutually acceptable in writing to USWUG and City (the "Effective Date or Commencement Date"), USWUG will provide all routine operation and maintenance of City's Facilities in accordance with all applicable laws,

regulations, ordinances, and City Tariff and Policies on a seven (7) day per week basis within the design capacity of the Facilities as described in Exhibit A to the Agreement. The routine operation, maintenance, and management services to be provided by the USWUG are further described in this section of the Agreement. The Services include: (a) treatment of wastewater influent delivered to the Facilities subject to Article 2.47; (b) treatment of raw water delivered to the water treatment plant; (c) distribution sampling (d) Maintenance of the Facilities; (e) laboratory testing and analysis as required by the Permits and Applicable Laws; (f) preparation and prompt delivery of all applicable and required filings, including discharge monitoring reports, monthly operating reports, annual sludge report, 5 year sludge management plan all subject to Article 2.47, and consumer confidence reports, to City and to regulatory agencies as prescribed by Applicable Law; and (g) management and support of the Facilities; computer based management, process control and maintenance management systems; quality assurance systems; laboratory analysis; security of sites.

2.2 USWUG shall be responsible for managing the Facilities in accordance with Prudent Industry Practice, which includes, but is not limited to, the management, operations, maintenance and repair of water supply wells, water treatment, pumping of raw and finished water, booster pumping stations, storage systems, wastewater treatment plant, and the laboratory. USWUG shall manage the Facilities with the objectives of (1) producing the highest water quality at the most reasonable price, while improving and extending the life of the Facilities, and (2) treating wastewater to at least a level that is consistent with the City's water quality permit subject to the design capacities and capabilities of the facility, and other regulatory requirements, while minimizing odors emitted from the wastewater treatment plant.

2.3 USWUG shall assist City in representing City and USWUG's interests with respect to matters involving regulatory agencies and the City's existing and future contractual obligations.

2.4 USWUG shall serve as an independent Contractor of the City.

2.5 USWUG shall be responsible for personnel expenses incurred in the routine operation of the Facilities. Such personnel expenses shall include wages, benefits, training, minor office supplies (including postage for intra-company mailing), and communication services. USWUG shall also be responsible for the cost of acquiring, operating and maintaining general transportation type vehicles. The Services provided under this Agreement are of a professional nature and shall be performed in accordance with the degree of skill and care ordinarily exercised by members of USWUG's profession in the geographic region of Facilities.

2.6 USWUG shall conduct services with safety of staff and public as a primary focus. USWUG shall provide all required Maintenance to preserve the existing life of all assigned

equipment and vehicles of the Facilities. Maintenance shall be performed in accordance with manufacturer's specifications and approved operating and maintenance procedures developed for equipment and processes of the Facilities. USWUG shall clean and lubricate equipment as necessary, perform predictive maintenance as appropriate, ensure orderly equipment inspections and needed adjustments, perform plumbing and electrical maintenance of the Facilities, and maintain all the Facilities' instrumentation provided to USWUG. USWUG shall schedule and track all preventative maintenance in accordance with Prudent Industry Practice. USWUG will perform the maintenance and repair of all equipment and physical facilities assigned for USWUG's use. USWUG shall utilize life cycle cost analyses to determine repair versus replacement of equipment. Maintenance and Repair (M&R) expenses shall be paid directly by the City.

2.7 USWUG will provide properly qualified, certified employees for the staffing of the Facilities in accordance with the Staffing Plan, Applicable Laws and the Permits. USWUG commits to employ such managers, operators, and other professionals and staff as are necessary and appropriate to carry out its responsibilities under the Agreement. USWUG shall provide additional staffing levels as required by the Permits or Applicable Laws. Backup services will be provided by USWUG corporate personnel. In addition, USWUG shall monitor the Facilities 24 hours per day, 7 days per week. USWUG shall provide a sufficient number of certified qualified personnel, including management, administrative, operational, customer service, technical, laboratory and clerical, who meet relevant legal requirements and certifications regarding operation and maintenance and are capable and demonstrate experience necessary to operate and maintain the Facilities. USWUG shall provide and maintain an approved Staffing Plan, such approval shall not be unreasonably withheld, which will provide City a detailed account of USWUG's staffing levels and Key Personnel. City and USWUG acknowledge that the Staffing Plan is a living document and shall require frequent updates when positions become vacant and are refilled, thus, USWUG shall supply the City updates of USWUG staffing levels. USWUG shall be deemed an independent contractor for purposes of applicable wage, fringe benefit, and worker compensation laws.

2.8 USWUG shall provide sampling and analyses for the Facilities as required by the Permits and Applicable Laws. Outside (Contract) laboratory fees shall by the responsibility of the City. All sampling and laboratory analyses shall be performed by laboratories certified by the State of Iowa. USWUG shall maintain the on-site process control laboratory. Laboratory procedures shall conform to the most recent edition of Standard Methods for the Examination of Water and Wastewater, or shall be in accordance with testing requirements of the Permits and/or Applicable laws, as appropriate.

2.9 USWUG shall communicate with the designated City liaison as described in Article 3.9 of this Agreement, regarding decisions and other matters related to the operation of the

Facilities. In addition, USWUG shall advise the City and serve as City's liaison to regulatory agencies and industrial users in matters related to the operation, maintenance, and management of the Facilities. USWUG shall include the City on any written communications sent to regulatory agencies or industrial users regarding the operation, maintenance, management, or use of the Facilities. However, USWUG will not act as, or provide, legal counsel in this capacity. Additionally, this Agreement does not preclude the City from communicating with regulatory agencies and industrial users about the Facilities.

2.10 USWUG shall comply and meet all regulatory requirements within the limitations of the current facility, including the permitted, design and constructed limitations, the Permits requirements, and Applicable Law pertaining to the day-to-day operation of the Facilities.

2.11 USWUG will prepare reports for the City, state and federal regulatory agencies and will maintain records that are required or deemed useful by USWUG and City to monitor and control the operation of the Facilities. USWUG shall maintain computerized and other necessary reports of operations, maintenance, repair, and improvement activities at the Facilities and shall prepare and submit to the City a monthly report, delivered to the City no later than the last day of the following month, including a narrative and itemized summary of operations, maintenance, repair and replacement activities and data required for monthly reporting to local, state, and federal agencies. The monthly report shall also include the following items: (i) insurance claims that are filed or pending; and (ii) copies of all reports and correspondence made by USWUG to local, state, and federal regulatory agencies on behalf of the City.

2.12 USWUG shall collect the data for monitoring required by the Permits and operating reports required by Applicable Law or by this Agreement and shall deliver the required monitoring and operating reports to the City and to the appropriate regulatory agencies with jurisdiction, unless directed otherwise by the City. If required pursuant to Applicable Law, USWUG shall attest as to the accuracy and completeness of the data collected for each report. City, however, shall at all times be responsible for maintaining all required permits for the ownership and operation of the Facilities.

2.13 All Facility records, data, software and information including but not limited to operation reports, laboratory data and budgetary and financial information shall remain the property of the City and cannot be destroyed by USWUG without written consent of City. All site-specific operating procedure guidelines, preventive maintenance and safety programs, and plant evaluation reports shall upon termination of this Agreement, remain the property of the City and cannot be destroyed by USWUG without written consent of City.

2.14 USWUG shall provide additional technical services when requested by the City. USWUG shall be compensated for such additional technical services in the manner provided by

Article 5.3 of this Agreement. A detailed scope of work and cost estimate shall be provided to the City and a written Work Authorization to proceed shall be required before work is initiated.

2.15 USWUG shall provide emergency response when required. Emergencies include situations which, absent USWUG's action, there is a risk of: (i) the Facilities' noncompliance with Applicable Law; (ii) failure of the Facilities to operate; (iii) circumstances affecting the safety of persons or property; (iv) adverse impact of snow and other extreme weather conditions and other natural or man-made disasters; and (v) the occurrence of an event of Force Majeure. In an emergency USWUG may act without written or verbal authority at USWUG's discretion to prevent threatened damage, injury, or loss. USWUG shall be compensated for such additional operational, maintenance, engineering and technical services in the manner provided by Article 5.3 of this Agreement.

USWUG shall act in an emergency as promptly as possible.

2.16 Between the hours of 4:30PM to 7:30AM, USWUG will respond to an emergency service call within thirty (30) minutes of receipt by either addressing the problem successfully remotely, or by having an employee present at the facility to address the problem within sixty (60) minutes.

2.17 USWUG shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by the City for the Facilities and assist in enforcing existing equipment warranties and guarantees.

2.18 USWUG shall comply with all City requirements for the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; The Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990, as amended, and the Iowa Civil Rights Act, as amended.

2.19 USWUG will track all maintenance efforts performed on behalf of the City. USWUG shall provide City with full documentation that maintenance is being performed on all Facilities in accordance with manufacturer's recommendations at intervals and in sufficient detail as may be determined by the City. Such a maintenance program shall include documentation of maintenance.

2.20 Additional operation and maintenance services not considered routine, or which are required as a result of flood, fire, Act of God, or other Force Majeure, civil disturbance, terrorism or other reasons beyond USWUG's control, are not covered within the scope of this Agreement. If requested, USWUG will assist the City in obtaining or providing the operation and maintenance so required and USWUG will be paid for such assistance in accordance with Article 5.3 of this Agreement. USWUG shall make reasonable efforts to secure the Facilities at appropriate times, within the limits of the security devices provided

by the City, to protect against vandalism and intrusion. To the extent possible, USWUG shall keep buildings and gates locked and will have on-site staff coordinate with public safety officials on behalf of City with respect to security for buildings and property, in so doing making reasonable efforts to prevent break-ins and vandalism. USWUG shall rely on City's security and public safety staff for ultimate control and responsibility for the security of property and equipment.

2.21 USWUG will supervise all regulatory compliance pertaining to the day-to-day operation and maintenance of the Facilities subject to the limitations of this Agreement.

2.22 USWUG shall operate Facilities in compliance with state and federal regulatory requirements. USWUG shall be liable for the payment of fines and/or civil penalties levied against the USWUG and/or the City by any regulatory agency having jurisdiction, as a result of failure to comply with the terms and conditions of any duly authorized Permits, court order, administrative order, Applicable Law, statue, or ordinance, for reasons resulting from USWUG's negligence during the Term of this Agreement. USWUG will pay all fines imposed for process upsets and violation of discharge limits unless the process upsets or violations are attributable to:

2.22.1 Flows and pollutants which are not within the Design Capabilities of the Facilities, including, but not limited to soluble oil, heavy metals, excessive suspended solids, excessive organic loading, excessive ammonia nitrogen, excessive fats, oils, and greases;

2.22.2 The malfunction or failure of equipment which is not solely due to the negligent act, errors or omissions of USWUG;

2.22.3 Construction activities which are undertaken to improve the Facilities, Facilities, but which are beyond the operating, and/or maintenance, and/or management scope of services of USWUG as delineated in Article 2;

a. Discharges from existing or new industrial facilities in violation of any pretreatment standards or permits applicable to those discharges;

b. In no event shall USWUG be responsible for the payment of state or federal fines imposed or damages, attorney fees, and court costs awarded as a result of actions, inactions, process upsets or violations which occurred prior or existing on the July 1, 2014, the Commencement Date of the original Agreement between both parties. And which are not due to the sole negligence of the USWUG.

2.23 USWUG shall monitor, sample, analyze and report as required by the Iowa Department of Natural Resources (IDNR) with respect to the Permits and Facilities. Testing will include those tests necessary to maintain the daily operation of the water and wastewater.

treatment Facilities. Testing performed by outside laboratory shall be coordinated by the USWUG and paid for by the City. USWUG shall advise the CITY of inspections by regulatory authorities. When possible, USWUG shall schedule regulatory inspections to provide an opportunity for a representative of the CITY to attend such inspections.

2.24 USWUG shall be responsible for sludge ("biosolids") management. All cost associated with sludge disposal will be the responsibility of the City. If a third-party contractor's services are required to maintain adequate sludge disposal, the cost of this third-party contractor shall also be the responsibility of the City.

2.25 USWUG shall maintain cleanliness of process equipment and buildings, and general appearance of all buildings. If the cleanliness and appearance of the process equipment, buildings, and facility grounds are not being maintained by USWUG, the City has the right to provide ten days written notice that the cleanliness or appearance of those areas needs to be restored, and if not done, the City may have it done

2.26 USWUG shall act in a professional manner in dealing with community groups concerned with any facet of the operations, maintenance, and management, including tours and other public relations programs.

2.27 USWUG shall provide the City a listing of any Capital Improvements ($5,000) or greater, excluding USWUG normal on-site labor, the USWUG believes will be required for any of the Facilities covered under the Agreement. USWUG shall not be relieved of its responsibility to perform up to the capabilities of the existing Facilities if the recommendations are not implemented.

2.28 As an independent contractor, USWUG shall be responsible for providing training for USWUG personnel in areas of operation, maintenance, safety, supervisory skills, laboratory, customer service, and energy management.

2.29 As an independent contractor, USWUG shall be responsible for developing and implementing a proper safety program, and for insuring that all portions of that program are shall be adhered to. Such safety program shall comply with Applicable Laws and USWUG agrees that it will adhere to all portions of that safety program.

2.30 USWUG shall operate all Facilities such that odor and noise shall be effectively controlled, and that no avoidable disruption of adjacent neighborhoods shall result using reasonable methods within the limits and capabilities of the Facilities.

2.31 USWUG shall operate the Facilities within the limits and capabilities of the Facilities' equipment to effectively control odor and noise and ensure that there is no avoidable disruption of adjacent neighborhoods.

Odor complaints received by USWUG shall be reported in writing to City within twenty-four (24) hours and contain the name, address, phone number, date and time, USWUG contact person, nature of odor, probable origin of the odor and the action the USWUG will implement or has implemented to remedy and/or mitigate said odor.

2.32 USWUG shall maintain continuing education programs (e.g., customer public relations, OSHA procedures and requirements, and elements related to water and wastewater operations) for all employees that work on behalf of the City. Specifically, all Facility supervisors and operators shall attend a state certified or approved water or wastewater training course at least once each year or otherwise receive a minimum of twenty (20) hours of training each year, to the greatest extent practicable. USWUG will provide the City with copies of any operator certificates that are required to show compliance with the completion of these training requirements.

2.33 USWUG shall inventory and maintain a listing of all of the System equipment, including manufacturer's model and serial numbers, and other such data as required to provide immediate information for the scheduled maintenance program and repair or replacement of the system equipment and facilities. A current report in compliance with the requirements of this section will be supplied to the City by the end of June of 2023, and updated as needed after that initial report.

2.34 USWUG shall monitor computer or automatic dialed telephone alarm systems at any of the Facilities which are installed and programmed to call USWUG.

2.35 USWUG operating and maintenance employees shall be readily identifiable to the City's customers by distinctive clothing. Service vehicles shall have the USWUG logo prominently displayed.

2.36 USWUG shall coordinate with the City Administrator, Public Works Director, staff, and professional services consultants, such as attorneys, engineers, auditors, bookkeepers, and financial advisors as necessary to maintain efficient operation of the System.

2.37 USWUG shall respond to routine inquiries or correspondence from the City's directors, customers or consultants in a prompt, professional manner.

2.38 USWUG's Project Manager or designated representative will attend regularly scheduled meetings, at the request of the City which have an agenda item relating to the System's operations. The USWUG representative will have direct knowledge of the System's ongoing operations or agenda items as appropriate.

2.39 Upon adequate notice from the City, USWUG shall provide speakers qualified to make presentations to citizen and customer groups, civic associations, and schools within the City service area. Subjects shall include, but are not limited to, utility regulations, water conservation, and Facility operations.

2.40 USWUG shall render reasonable assistance in the promotion of good relations with the City's customers and act in a manner befitting a professional USWUG of the City.

2.41 USWUG shall not be responsible for damages caused by any defects or flaws inherent in the Facilities that existed prior to the Commencement Date of the original contract, which began on July 1. 2014. USWUG shall be responsible for the repair or replacement of any City Facilities or equipment caused by the willful misconduct of USWUG employees.

2.42 USWUG shall perform all services necessary with the proper and satisfactory operation and maintenance of the Facilities in accordance with all Applicable Laws, rules and regulations and permits.

2.43 USWUG shall keep City apprised of changes and proposed changes in State and federal laws, rules, and regulations, and inform City of needed changes at the Facilities or operations to ensure compliance.

2.44 USWUG shall investigate and recommend cost saving processes beyond those associated with personnel services.

2.45 WUSWUG shall investigate and recommend cost saving capital projects.

2.46 USWUG shall be responsible for snow removal from the sidewalks at the Facilities. However, USWUG shall utilize the City furnished equipment for snow removal of the sidewalks.

2.47 City shall be assuming primary responsibility for the water distribution system, wastewater collection system, wastewater pumping and/or lift stations under this amended Agreement under section 3.13. To ensure an orderly transition of responsibilities for services for which USWUG has previously been responsible, USWUG will assist with all duties, responsibilities, outstanding projects, meeting upcoming deadlines, information regarding key contacts and any other information regarding information or equipment resources related to the water distribution, wastewater collection system, wastewater pumping and/or lift stations. This transition is estimated to take a period of two months, but the parties agree in good faith

to continue to cooperate with any issues that arise with regard to the transition during the remaining Term of the Agreement. USWUG shall be compensated in accordance with Article 5.3 for these services. At the end of the two-month transition period, all responsibilities by USWUG for the water distribution system, wastewater collection system, wastewater pumping and/or lift stations will end.

2.48 USWUG shall arrange for an adequate inventory of chlorine and other bulk chemicals and supplies required to (a) operate the System, (b) meet the requirements of the City's risk management plan, (c) meet all applicable federal and state laws and regulations, and (d) render continuous and adequate retail water service IAW Article 2.47.

2.49 USWUG shall assist in the cataloguing, maintenance and updating of record drawings of the Facilities.

2.50 USWUG shall revise record drawings within ninety (90) days following the completion of installation of Equipment (accessories, appurtenances, or components thereof) or structures within the defined Facilities. USWUG's employees working on behalf of the CITY shall notify the CITY of any differences between what is built/installed in the field versus what is shown on record drawings as such opportunities prevail.

ARTICLE III – RESPONSIBILITIES OF OWNER (City)

3.1 As part of the Agreement, City agrees to assume the following responsibilities:

3.2 City shall maintain in full force and effect, in accordance with their respective terms, all guarantees, warranties, easements, permits, licenses, and other similar approvals and consents received or granted to City as Owner of all Facilities and component parts thereof;

3.3 City shall be responsible for all expenses not covered in 2.5;

3.4 City shall be responsible for filing, obtaining, and maintaining current permits for discharge water and wastewater and Industrial User Permits provided, however, USWUG shall assist City with preparing this filing and shall provide ongoing assistance regarding the maintenance of these permits;

3.5 City shall at all times provide access to the Facilities for USWUG, its agents and employees;

3.6 City shall provide USWUG the use of all existing equipment owned by City, at no fee, necessary for the operation and maintenance of the Facilities.

3.7 City shall be responsible for all damages to the Facilities, components thereof, USWUG equipment on site, and all resulting liability to any and all third parties, when such damage and/or liability are caused by flood, fire, acts of God or other force majeure, civil disturbances, extreme cold temperatures, excessive subsoil moisture, or misuse of property to the extent City was negligent regarding the misuse of such property

3.8 City shall be responsible for all fines imposed for process upsets and violations of permits attributable to the operation and maintenance of the Facilities to the extent that the responsibility is not assigned to USWUG pursuant to the terms of Section 2.22;

3.9 City shall designate an individual to act as liaison with USWUG in connection with the performance of services by USWUG under this agreement;

3.10 City shall be responsible for all property, excise and other taxes assessed on the Facilities;

3.11 City shall bear all costs incurred as a result of regulatory requirements not in effect on the Commencement Date of this Agreement;

3.12 City shall maintain in full force and affect all existing policies of property and general liability insurance pertaining to the Facilities.

3.13 City shall be responsible for the water distribution system, wastewater collection system, wastewater pumping and/or lift stations, including planning and decommissioning of wastewater facility , collection system and lift station maintenance .

3.14 City shall be responsible for grounds maintenance and snow removal at the Facilities.

3.15 City shall be responsible for payments for utilities (water, sewer, electricity, and natural gas), biosolids disposal, and chemicals.

3.16 All software and data associated with the SCADA shall be hosted by CITY, and are the property of the City.

ARTICLE IV – INSURANCE

4.1 USWUG will provide and maintain at all times during the term of this Agreement the following minimum insurance coverage:

4.1.1 Workers compensation Insurance in compliance with the statutes of the State of Iowa, which has jurisdiction of USWUG employees engaged in the performance of services hereunder, to the required statutory amount;

4.1.2 Comprehensive General Liability Insurance with a minimum combined single limit of five million dollars ($5,000,000.00), including the broad form property damage endorsement;

4.1.3 Automobile Liability Insurance (owned, non-owned, or hired units) minimum combined single coverage limit of one million dollars ($1,000,000.00).

4.1.4 Errors and omissions coverage under USWUG's corporate professional liability insurance, with a minimum coverage of one year's fee, and up to USWUG's professional liability insurance limit of one million dollars ($1,000,000.00).

4.1.5 USWUG Pollution Liability insurance coverage; per claim and aggregate, minimum coverage of five million dollars ($5,000,000).

4.1.6 Crime insurance coverage; per claim and aggregate, minimum coverage of one million dollars ($1,000,000).

4.1.7 Employer's Liability insurance coverage; per claim and aggregate, minimum coverage of one million dollars ($1,000,000).

4.2 USWUG will furnish the City with Certificates of Insurance as evidenced that policies providing the required coverage's and limits are in full force and effect upon signing of this Agreement. In addition, USWUG shall name the City as additionally insured for bodily injury and/or property damage in an amount of not less than five million dollars ($5,000,000). Such policies shall provide that no less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to USWUG and the City.

ARTICLE V - COMPENSATION

5.1 Contract Base Fee shall be $ 58,355.00 per month, adjusted annually in accordance with Article 5.5, until the responsibility for treatment of wastewater is assumed by the Des Moines Wastewater Reclamation Authority (WRA). Once the WRA assumes full responsibility for treatment of City wastewater, the Parties agree that USWUG will continue to be compensated for an additional two months for the specific service to assist the City with any wastewater plant maintenance, clean-up and shut-down work required to preserve the equipment and building including the elimination of all waste water from the facility, lagoons, tanks, aeration basin, clarifiers, digesters, and facility lines by the pumping of the waste water into WRA/Grimes sewer lines or tanker trucks for conveyance for treatment, and to assist Grimes with meeting any federal and state requirements for termination of wastewater treatment operations in accordance with Article 5.3 (additional services) below. Cleaning of reed beds and any other Facility Closure Planning and decommissioning costs shall remain with the City. Compensation and USWUG's contractual responsibility of wastewater infrastructure and equipment for wastewater treatment and facilities will cease at the end of this two-month period.

5.2 Once WRA assumes responsibility for the treatment of the wastewater, and after completion of the additional two month period referenced in Article 5.1, the Contract Base Fee shall be $47,875.00 per month at which time, wastewater compliance and reporting, biosolids handling, wastewater treatment plant including but not limited to, all equipment, structures, instrumentation, pumps, parts, processes, buildings, fixtures, electrical panels, conduit, tanks, treatment facilities, HVAC, meters, computers, communications systems,

valves, and generators as reference within "Facilities", is no longer part of the Facilities USWUG is responsible for.

5.3 Monthly base operations will be billed in a lump sum at the end of each month for the services of that month. Ancillary charges or additional services will be billed as a cost plus as they occur. This Agreement assumes prompt payment of all invoices. Any invoices remaining unpaid 30 days after issued, will be assessed interest at an interest rate of 1.5% per month, (18% annual).

5.4 Should it become necessary to perform services or provide material outside those listed in Article II above, USWUG will provide City a proposal, which must be accepted, signed by City and returned to USWUG before USWUG will undertake any such work. However; it should be noted that USWUG agrees to provide the City eighty (80) hours per year of in-kind Services. There shall be No Charge for the eighty {80) hours of in-kind service.

5.5 Contract fee will adjust yearly on July 1st at adjusted rates based on annual reconciled cost, plus shall be increased or decreased based on the consumer price index for "all urban consumers for water, sewer, and garbage services" (nearest SMSA), plus all new scope items, plus overhead and margin. Overhead shall be set at eight percent (8%) and margin shall be set at eight percent (8%) (16% total). Each year when the budget is set, USWUG shall be entitled to the actual cost plus overhead (8%) and profit (8%) (cost/0.84). No later than thirty (30) Days after the Parties conduct the Annual Reconciliation, USWUG agrees to pay the unused portion of the Contract Base Fee, as follows: ninety percent (90%) to the City, five percent (5%) to USWUG's City of Grimes Project Team Members, and five percent (5%) to USWUG. In the event that Annual Reconciliation reveals that the costs applied to the components of the Contract Base Fee exceed the Contract Base Fee, then USWUG shall invoice the City for such exceedance and the City shall pay such invoice within thirty (30) Days of receipt of such invoice. To avoid sending multiple payments to each other, the Parties may mutually agree to other payment arrangements to implement the goals of this Section.

ARTICLE VI – TERM OF AGREEMENT

This contract will expire on June 30, 2024 unless extended by mutual written agreement by both of the parties. Either party may cancel or terminate this contract for any reason with a ninety (90) day written notice.

USWUG reserves the right to cancel this agreement without ninety (90) days written notice if City's account becomes thirty (30) days past due. Any notices of cancellation shall be presented by certified mail to:

CITY	USWUG
City of Grimes	USW UTILITY GROUP
101 NE Harvey Street	1406 Central Avenue
Grimes, IA 50111	Fort Dodge, IA 50501

ARTICLE VII – TERMINATION

7.1 This Agreement may be terminated upon ninety (90) days written notice given by the City to USWUG for default by USWUG. Should USWUG fail to appropriately cure or produce a good faith effort to cure the default within the ninety (90) day notice period the Agreement shall terminate.

7.2 This Agreement may be terminated upon ninety (90) days written notice given by USWUG to the City for default by the City. Should the City fail to appropriately cure or produce a good faith effort to cure the default within the ninety (90) day notice period the Agreement shall terminate.

ARTICLE VIII – CHANGES:

8.1 USWUG or the City may request, respectively, changes in the services authorized under this Agreement which are within Article II of this Agreement, including without limitation, additional operational and maintenance services not considered "routine" (for example: water treatment facility operations, maintenance and management, construction and installation of capital projects and repairs caused by events outside USWUG's control if these cannot be accommodated within normal expense budgets), changes required by new or revised laws, rules, regulations or code requirements, or new or amended orders of any public authority or court, the happening of Force Majeure including without limitation, flood, fire, act of God, civil disobedience, terrorist acts, or other causes beyond USWUG's reasonable control or which result from USWUG encountering conditions or circumstances during performance of its services under this Agreement which are materially different from those described or represented by the City regarding the operational or maintenance characteristics or circumstances of the Facility. These changes may be made only by written Work Authorizations, executed by the City and USWUG, unless accomplished under emergency conditions with verbal authorization.

8.2 In the event changes in the work result in increased work, the City will pay USWUG for hours worked, equipment used, and materials expended in accordance with Articles 5.3.

8.3 In an Emergency; any increase in the monthly fee or extension of time claimed by USWUG on account of acts taken in connection with such Emergency shall be paid to USWUG in accordance with Article 5. 2.

ARTICLE IX – INDEMNIFICATION:

9.1 USWUG AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY LIABILITY, CLAIM, DEMAND OR CAUSE OF ACTION RESULTING FROM BODILY INJURY TO OR ILLNESS OR DEATH OF ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENCE OF USWUG OR ITS EMPLOYEES IN THE PERFORMANCE OF THE SERVICES OF THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE AGREEMENT.

9.2 CITY AGREES TO INDEMNIFY AND HOLD USWUG HARMLESS FROM ANY LIABILITY CLAIM, DEMANDS OR CAUSE OF ACTION RESULTING FROM BODILY INJURY TO OR ILLNESS OR DEATH OF, ANY PERSON OR DESTRUCTION OF OR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENCE OF THE CITY OR ITS EMPLOYEES IN THE PERFORMANCE OF THE SERVICES OF THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE AGREEMENT.

9.3 IN THE EVENT THAT BOTH USWUG AND THE CITY ARE FOUND BY A FINDER OF FACT TO BE NEGLIGENT, AND THE NEGLIGENCE OF BOTH IS THE PROXIMATE CAUSE OF THE CLAIM, DAMAGE, COST OR EXPENSE, THEN IN SUCH EVENT, EACH PART SHALL BE RESPONSIBLE FOR THE PORTION OF THE LIABILITY EQUAL TO ITS COMPARATIVE SHARE OF THE TOTAL NEGLIGENCE.

9.4 **WITH RESPECT TO ANY LOSS, DAMAGE, INJURY, HANDLING, STORAGE, RELEASE, DISCHARGE, ESCAPE, OR OTHER DISPOSITION OF HAZARDOUS SUBSTANCES, WASTES, POLLUTANTS, OR CONTAMINANTS, USWUG'S OBLIGATIONS TO CITY FOR INDEMNITY AND/OR CONTRIBUTION SHALL NOT APPLY IF SUCH REMOVAL, HANDLING, STORAGE, RELEASE, DISCHARGE, ESCAPE, OR OTHER DISPOSITION IS NOT REQUIRED BY ANY LOCAL, STATE, OR FEDERAL LAW, RULE OR REGULATION OR WHERE THE LOSS, DAMAGE, INJURY OR CLAIM IS NOT THE RESULT OF USWUG'S NEGLIGENCE.**

ARTICLE X – MISCELLANEOUS:

10.1 Any temporary or portable equipment which is provided by USWUG during the term of this Agreement and which is not deemed part of the Facility or has not been paid in full by the City shall remain the property of USWUG upon termination of this Agreement. USWUG

shall not make any Capital replacements of the Facility or any component thereof without the prior written approval of the City.

10.2 This Agreement represents the entire Agreement of the parties and may only be modified or amended in writing, signed by both Parties.

10.3 Written notices required to be given under this Agreement shall be deemed given when mailed by first class mail, to USW Utility Group, Attention: Jeffrey DuPont, Vice President and to the City, Attention: City Administrator at the addresses set forth for each in the opening paragraph of this Agreement.

10.4 No waiver, discharge, or renunciation of any claim or right of USWUG arising out of breach of this Agreement by the City shall be effective unless signed in writing by USWUG and supported by separate consideration.

10.5 This Agreement shall be deemed to have been made in the State of Iowa and shall be governed by and construed in accordance with the laws of the State of Iowa.

10.6 The relationship of USWUG to the City is that of independent contractor for all purposes under this Agreement, including for the purposes of applicable wage, tax, fringe benefit and worker compensation laws. This Agreement is not intended to create, and shall not be construed as creating, between USWUG and City, the relationship of principal and agent, joint ventures, co-partners or other similar relationship, the existence of which is hereby expressly denied.

10.7 The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

10.8 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Agreement without prior written consent of the other party, which consent shall not be unreasonably withheld. City may assign this Agreement to a new owner of the Facilities if City sells the Facilities, provided, however, that such assignee expressly and in writing assumes all obligations of City under this Agreement.

10.9 Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of the Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.

ARTICLE XI – ATTORNEY'S FEES:

11.1 The prevailing party in such action shall be entitled to award and reasonable attorney's fees related to litigation. This includes, but is not limited to expenses incurred in any attempt to collect on this contract, interest accumulated, as well as court filing fees or similar costs.

ARTICLE XII – JURISDICTION:

12.1 Payment for services rendered under this agreement is due in Pasco, County, FL, and the failure to timely and fully make any such payment constitutes a breach of this agreement. With such breach deemed by the parties hereto to have occurred in Polk County, IA the resolution of any claim or dispute arising from or relating to this agreement must be determined in Polk County, IA. Sole and exclusive venue for any legal action arising from or relating to this agreement shall be in Polk County, IA, to the exclusion of any other venue and courts.

This agreement, consisting of 24 pages, represents the entire understanding between the City and USWUG in respect to the Project and may only be modified in writing and signed by both parties.

IN WITNESS THEREOF, USWUG, by its duly authorized Officer, and the City, by its duly authorized Administrator, has executed this Agreement as to the date and year first above written.

City of Grimes (The "City")

_____

(Signature)

_____

(Printed or Typed Name)

_____

(Title)

_____

(Date)

Attest_____

By: _____

USW Utility Group (The "Contractor")

_____

(Signature)

Jeffrey DuPont

(Printed or Typed Name)

Vice President

(Title)

5/16/2023

(Date)

Attest_____

By: Chris Gutschow

OPERATION, MAINTENANCE, AND MANAGEMENT AGREEMENT

EXHIBIT A

Description of Facilities

For purposes of this Agreement, the following Facilities are included:

A. Water Treatment and Storage

The City's water supply consisting of three shallow alluvial wells, two Jordan wells, a 12" raw water transmission line, a 16" raw water transmission line, a reverse osmosis treatment plant, a lime softening treatment plant, pumping systems, and finished water storage tanks and standpipes located at or away from the water plant city property. The water treatment plants include a draft aerator, two solids contact clarifier lime softening units, two decarbonation basins, four dual-media gravity filters, chlorine contact tank, ground storage tank, three high service pumps, lime feed and sludge storage facilities, backwash and filter-to-waste recovery tank, chemical storage, and feed systems for chlorine, hydrofluorosillcic acid, sodium hexametaphosphate, carbon dioxide, and ammonium sulfate, sodium hypochlorite, calcium hypochlorite, and reverse osmosis equipment. The water treatment buildings also house a laboratory and office spaces for the water system personnel. There is also a SCADA system with auto-dialer and a well field control building with a backup generator. The Jordan well at the site of the former water treatment plant has an Aquifer Storage Recovery (ASR) well. USWUG's water treatment process and responsibility includes all aspects of the production of fresh drinkable water from the well to the delivery of the water to the City distribution system at the City treatment plant property line. USWUG will also be responsible for all state and federal water sampling requirements at the water treatment facilities and throughout the water distribution system.

B. Water Booster Station & Storage

After the water has been treated and disinfected, the high service pumps transmit the finished water into the distribution network. The high service pumps are controlled by the water level in the stand pipe. Water storage consists of one (1) 400,000-gallon ground storage tank at the water plant, one (1) 1,100,000-gallon standpipe and a 1,500,000-gallon elevated storage reservoir.

C. Wastewater Treatment

The treatment plant consists of raw wastewater pumping, flow equalization, bar screen, grit removal equipment, activated sludge process with RAS and WAS pumping, and final clarification. Solids treatment takes place in aerobic digesters, and biosolids are applied to reed beds. The plant was designed to treat an average wet weather flow of 2.13 MGD.

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CITY COUNCIL COMMUNICATION
Meeting Date: 05/23/2023

AGENDA ITEM: Agreement for Cooperative Public Service between Polk County, IA and City of Grimes

BACKGROUND: The city of Grimes is entering into an agreement with Polk County to specify which party shall maintain roads on common boundaries of the parties or extend into the boundary of one of the parties. Polk County shall provide routine maintenance of NE 27th St from N James Street to NW Chevalia Dr. The City of Grimes shall provide routine maintenance on NW 27th St from NW 142nd St to N James Street as well as NE 18th St from Hwy 141 to NW 107th Street.

BUDGETARY CONSIDERATIONS: There will not be any reimbursement to Polk County for maintenance of the roads per this agreement.

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: Approval

RESPONSIBLE STAFF/CONTACT INFORMATION: Kevin Hensley, Public Works Director

Prepared by:___JB_____
Return to:_____

GRIMES RESOLUTION NO. 05-3923

RESOLUTION AUTHORIZING ENTERING AN AGREEMENT BETWEEN THE CITY OF GRIMES AND POLK COUNTY FOR ROAD MAINTENANCE

WHEREAS, the City of Grimes and Polk County share boundaries on certain roads within their respective jurisdictions; and

WHEREAS, it is necessary to establish a clear agreement regarding the maintenance responsibilities of each party for the specified roads;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grimes that the following agreement is hereby entered into between the City of Grimes and Polk County:

1. The City of Grimes shall be responsible for routine maintenance on the following roads:

a) NW 27th St from NW 142nd St to N James Street; and
b) NE 18th St from Hwy 141 to NW 107th Street.

2. Polk County shall be responsible for routine maintenance on the following road:

a) NE 27th St from N James Street to NW Chevalia Dr.

3. "Routine Maintenance" shall be defined as the following on joint jurisdictional roadways; replenishment of granular material, surface blading and dragging, removal of snow and ice from not more than two traffic lanes and shoulders, frost boil repairs on granular surfaced roadways, replacement of pavement markings, street sweeping, mowing of shoulders and foreslopes, and other minor maintenance, usually performed on public roadways.

4. The City of Grimes and Polk County shall cooperate and coordinate efforts to ensure that the specified roads are properly maintained.

5. This agreement shall be effective immediately upon approval by the City Council of Grimes and shall remain in effect until modified or terminated by mutual agreement of both parties.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute the agreement on behalf of the City of Grimes

PASSED AND APPROVED this 23rd day of May, 2023.

Mayor Scott Mikkelsen

By:_____

Attest: City Clerk Rochelle Williams

By:_____

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE

BETWEEN

POLK COUNTY, IOWA

And

CITY OF GRIMES, IOWA

THIS AGREEMENT is entered into by and between the Polk County, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as the “County”, and the City of Grimes, a municipal corporation within the County of Polk, State of Iowa, hereinafter referred to as the “City”.

1. This agreement shall consist of six (6) pages and Attachments A, B, C, and D which shall be considered a part of this Agreement.
2. This Agreement shall become effective upon its execution by the parties, and shall remain in effect until terminated or amended by either party.
3. The purpose of this Agreement shall be listed in Attachment A.
4. Duties of the County shall be listed in Attachment B.
5. Duties of the City shall be listed in Attachment C.
6. Attachment D is a map showing the roads described in Attachments B and C.
7. "Routine Maintenance" shall be defined as the following on joint jurisdictional roadways; replenishment of granular material, surface blading and dragging, removal of snow and ice from not more than two traffic lanes and shoulders, frost boil repairs on granular surfaced roadways, replacement of pavement markings, street sweeping, mowing of shoulders and foreslopes, and other minor maintenance, usually performed on public

roadways.

8. Unless the parties agree to complete Major Maintenance of a roadway by separate written agreement, "Major Maintenance" shall be defined as the following and will remain the responsibility of the party having jurisdiction of the road and right-of-way; repair and installation of traffic control signs and devices, cutting of trees and brush, weed eradication, mowing, ditch cleaning, pavement patching and repair, dust control, maintenance or repair of tile lines, storm sewers, and entrance culverts, cross-road culverts, sanitary sewers or subsurface utilities, major bridge and culvert repair, repair of guardrails, pavement repair including potholes and patching, and edgerut and shoulder repairs.
9. "The party with maintenance responsibility" means the party which, because of this Agreement, is responsible for routine maintenance for roads or portions thereof as specified in this Agreement, regardless of the physical location of the road within or without the party's boundaries.
10. "Roads" and "streets" are synonymous terms as used in this Agreement.
11. No major maintenance shall be performed on the other party's roads by the party with maintenance responsibility until a separate written agreement for that work is executed by the parties.
12. Construction projects involving roads under the jurisdiction of more than one of the parties shall be agreed to by separate written agreement.
13. The party with maintenance responsibility shall perform routine maintenance in conformance with the terms of the Agreement on the roads designated in Attachments B and C.
14. All maintenance performed by the party with maintenance responsibility shall be performed in accordance with that party's normal maintenance practices and procedures for streets within its boundaries, except that the other party may request performance of

routine maintenance functions at specific locations in response to maintenance needs which are brought to the attention of the party by the public. In the event that requests for routine maintenance are not completed within three days of the time an oral request is made, the requesting party, after giving at least two day written notice by registered mail to the party with maintenance responsibility, shall perform the routine maintenance and bill the party with maintenance responsibility. Reimbursement shall be made upon receipt of an itemized billing.

15. Each party shall be responsible for the establishment, erection and maintenance of any and all traffic control devices, signs and markings of a regulatory or informative nature, on or near streets within the party's boundaries, except maintenance of pavement markings, or as detailed in this agreement. The party with maintenance responsibility shall promptly inform the other party of any known damage to any traffic control device.

16. This Agreement does not relieve the party within the boundaries of which a street lies from any liability due to or arising out of that party's design or construction of a road nor from the maintenance of a street prior to this Agreement.

17. Nothing in this Agreement shall be construed as prohibiting the party with maintenance responsibility from hiring a third party to perform any work associated with this Agreement. In such instances the party with maintenance responsibility shall obtain a written hold harmless agreement from the third party, for the benefit of both parties to this Agreement, covering the work performed by the third party. The hold harmless agreement shall also require the third party to carry adequate insurance to fulfill its obligations to hold harmless the parties and to provide proof of insurance.

18. Each party retains full responsibility for acquisition of right-of-way across land which lies within the boundaries of that party.

19. Each party retains responsibility for approval of new driveways or entrances which lie within the boundaries of that party.

20. The Polk County Public Works Director shall administer performance of this Agreement.

21. Either party may terminate this Agreement by sending written notice of termination, specifying the reasons for termination, at least sixty days prior to the effective date of termination. Notice shall be sent to the governing body of the other party at its principal place of doing business by registered mail.

22. In the event of a breach by the County or the City of this Agreement, said breach shall not be considered to affect any remaining terms or conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.

23. This is the entire Agreement between all parties and it may be amended only upon agreement of all parties and only in writing.

24. The parties shall approve the Agreement by resolution or motion of their respective Board or Council, which shall authorize the execution of the Agreement.

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the County has caused this Agreement to be executed in three (3) separate counterparts, each of which shall be considered an original, on the ____ day of _____, 20___

Polk County, Iowa
Board of Supervisors

_____
Chairperson

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the City of Grimes has caused this Agreement to be executed in three (3) separate counterparts, each of which shall be considered an original, on the 23rd day of May 2023

City of Grimes, Iowa

_____

_ Scott Mikkelsen, Mayor

ATTACHMENT A

The purpose of this Agreement is to specify which party shall maintain which roads where the roads are on the boundaries of the parties or extend into the boundary of one of the parties.

ATTACHMENT B

Duties of the County

The County shall provide routine without reimbursement on the following sections of paved roads:

Road	From	To	Total Distance		Jurisdiction Lane Miles	
			Centerline (miles)	Lane (miles)	Polk County (miles)	Grimes (miles)
NW 82nd Ave (NE 27th St)	NW 128th St (N James St)	NW Chevalia Dr	0.40	0.80	0.21	0.59
		Totals:	0.40	0.80	0.21	0.59

TOTAL County for City = 0.59 lane miles

ATTACHMENT C

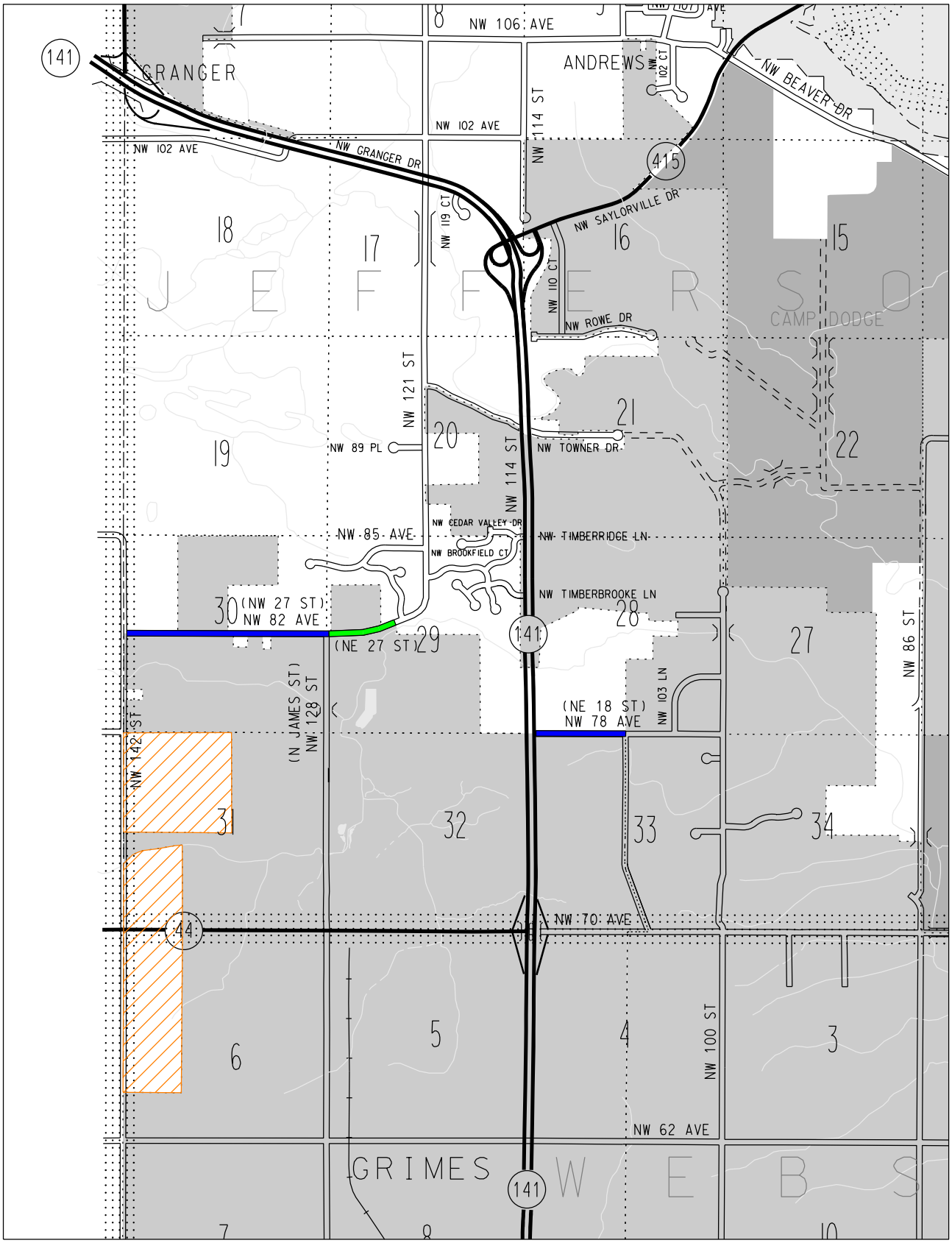
Duties of the City

The City shall provide routine maintenance without reimbursement on the following sections of paved roads:

Road	From	To	Total Distance		Jurisdiction Lane Miles	
			Centerline (miles)	Lane (miles)	Polk County (miles)	Grimes (miles)
NW 82nd Ave (NW 27th St)	NW 142nd ST	NW 128th St (N James St)	1.03	2.06	0.89	1.17
NW 78th Ave (NE 18th St)	141	NW 107th St	0.46	0.92	0.46	0.46
		Totals:			1.35	1.63

TOTAL City for the County = 1.35 lane miles

ATTACHMENT "D"



POLK COUNTY

CITY

NORTH

NO SCALE

File Name: S:\Engineering and Operations Division\Maps\28E\2023\Maintenance Attachments.dgn Model Name: Grimes Attachment D Date: 5/10/2023 8:50AM
Plotted by KLB

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 05/23/2023

AGENDA ITEM:
FF& E for New Public Library Building

BACKGROUND:
The new library building is set to open in the winter of 2023. City staff, INVISION, Landscapeforms, Hero Design, and Library Furnishings International, Weitz, and Christensen Development have together developed a cost effective FF&E budget reflective of the beauty of this community yet effective in cost.

BUDGETARY CONSIDERATIONS:
We are placed our first order December 2022 for $322,698.69. In order to save 9% on the auxiliary furniture, Splitting payments between December and May allowed us a savings of $29,000. The current payment due is $399,159.14.

STRATEGIC PLANNING:
Prioritized __X_YES _____NO

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

BOARD/COMMISSION ACTION(S):
The Grimes Public Library Board of Trustees recommend approval.

STAFF RECOMMENDATION:
City Staff recommend approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Cheryl Heid
heid@grimeslibrary.org
515-986-3551

Prepared by:___Cheryl Heid_____
Return to:__Cheryl Heid_____

RESOLUTION NO. 05-4023

RESOLUTON APPROVING FURNITURE, FIXTURES, AND EQUIPMENT (FF&E) PAY REQUESTS

WHEREAS, the Grimes City Council entered into contracts for the construction and development of the new Grimes Public Library building with Invision Architecture, The Weitz Company LLC, and Christensen Development, and

WHEREAS, Invision Architecture is the new public library's architect firm has recommended and is working with Landscapeforms, Hero Design, and Library Furnishings International, well-known furnishing distributors, to finish the interior of the build, and

WHEREAS, Invision Architecture, Landscapeforms, Hero Design, and Library Furnishings International, and the building team are working through the state-negotiated furniture contract to purchase all of the furniture and some furnishings for the new Grimes Public Library build totaling $399,159.14, and

WHEREAS, the attached invoices to Landscapeforms, Hero Design, and Library Furnishings International in the amount of $399,159.14 has been reviewed and recommended for payment by Invision Architecture, the building team, and the Grimes Library Board, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA THAT; payment of the attached invoice for furnishings for the new Grimes Public Library building is hereby approved.

PASSED AND APPROVED this 23rd day of May 2023.

_____

Scott Mikkelsen, Mayor

ATTEST:

_____

Rochelle Williams, City Clerk

INVOICE

Invoice Date: 5/16/2023
Reference/P.O.#:
LF Order#: 333556
LF Invoice#: 333556-INV-A
Project: Grimes Public Library

Please remit to our lockbox:
LANDSCAPE FORMS, INC
PO BOX 78000
DEPT. 78073
DETROIT, MICHIGAN 48278-0073

Bill To: Grimes Public Library
Cheryl Heid
200 Northeast Beaverbrooke Boulevard
Grimes, IA 50111
US

Ship To: Grimes Public Library
Cheryl Heid
200 Northeast Beaverbrooke Boulevard
Grimes, IA 50111
US

Contract Type:

Shipped: Ship Via: Common Carrier

Item:	Qty Ord:	Unit Price:	Total Price:
Lungo Mare module A. Freestanding. Cast Stone: White, acid-etched.	1.00	9,756.50	9,756.50
Shipping & Handling to Iowa, Zone 2	1.00	6,466.00	6,466.00

Terms: NET 30 - PENDING CRED APPROVAL

Item Total:	16,222.50
Estimated Sales Tax:	0.00
Pro Forma Total:	16,222.50
Deposit:	0.00
Balance Due: USD	16,222.50

Pro forma total subject to any subsequent changes

FOR OFFICE USE:
Cust #: 00KVR
CSR: 1058812847
Sales: IA

landscapeforms®

Landscape Forms, Inc. Corporate Address:
7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
PH: 800/521-2546 FX: 269/381-3455
Federal I.D.# 38-1897577
TPS-GST#: 894246792RT0001
TVQ-QST#:1225830301

ORIGINAL

INVOICE

Invoice Date: 5/16/2023
Reference/P.O.#:
LF Order#: 333553
LF Invoice#: 333553-INV-A
Project: Grimes Public Library

Please remit to our lockbox:
LANDSCAPE FORMS, INC
PO BOX 78000
DEPT. 78073
DETROIT, MICHIGAN 48278-0073

Bill To: Grimes Public Library
Cheryl Heid
200 Northeast Beaverbrooke Boulevard
Grimes, IA 50111
US

Ship To: Grimes Public Library
Cheryl Heid
200 Northeast Beaverbrooke Boulevard
Grimes, IA 50111
US

Contract Type:

Shipped:

Ship Via: Common Carrier

Item:	Qty Ord:	Unit Price:	Total Price:
GENERATION 50 BENCH: Backless 72" bench, with Cantilever supports, surface mount. No Arms. Face board profile To Be Advised - Ipe, no finish (exterior use only).	3.00	1,942.59	5,827.77
GENERATION 50 LITTER: Side Opening Litter. Freestanding / Surface Mount. Body infill wood: Ipe, no finish (exterior use only)	3.00	1,327.29	3,981.87
Shipping & Handling -	1.00	1,380.00	1,380.00

Terms: NET 30 - PENDING CRED APPROVAL

Item Total:	11,189.64
Estimated Sales Tax:	0.00
Pro Forma Total:	11,189.64
Deposit:	0.00
Balance Due: USD	11,189.64

Pro forma total subject to any subsequent changes

FOR OFFICE USE:
Cust #: 00KVR
CSR: 1058812847
Sales: IA

landscapeforms®

Landscape Forms, Inc. Corporate Address:
7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
PH: 800/521-2546 FX: 269/381-3455
Federal I.D.# 38-1897577
TPS-GST#: 894246792RT0001
TVQ-QST#:1225830301

ORIGINAL

Hero Design LLC
8175 Alpine Ave., Ste. F
Sacramento, CA 95826
+1 4153235928
kp@hero-design.com

INVOICE

BILL TO
Grimes Public Library
200 N James Street
Grimes, IA 50111

SHIP TO
Grimes Public Library
200 N James Street
Grimes, IA 50111

INVOICE # 1269
DATE 05/09/2023
DUE DATE 06/09/2023
TERMS Due on receipt

SHIP VIA
air-ride freight

ACTIVITY	QTY	RATE	AMOUNT
Everbright Classic With 476 color dials that rotate endlessly in either direction to produce every color of the rainbow, the Everbright Classic interactive light board measures approximately 92.81 inches long, 47.14 inches high, and 5.25 inches deep (including the dials). Price includes 11+ engaging and customizable, dynamically- generated interactive canvases, two function buttons to reset the board and to change canvases, and a three- year warranty with lifetime technical support.	1	26,000.00	26,000.00
Everbright Interaction Studio One lifetime owner's license to experience new interactive features and dynamic animations as they become available, for as long as you own your Everbright. All content is wirelessly loaded onto the Everbright via a 10-inch tablet which ships with your board and will be preloaded with the Everbright app.	1	0.00	0.00
DOOR-TO-DOOR FREIGHT SHIPPING Door-to-door shipping from Sacramento, CA via air-ride premium freight to Grimes, IA with inside delivery, truck with liftgate, and scheduled delivery date, with a 4-5 day transit time. (Price valid through August 9, 2023. After that, will need to requote for shipping.)	1	1,578.00	1,578.00
PLYWOOD CRATE AND CRATING SERVICE Custom plywood shipping crate with dimensions of 100"x34"x56." (Billed at our cost.)	1	682.00	682.00

Our bank information for ACH payment or wire transfer is:
Umpqua Bank,
ABA #: 123205054
Account#: 4861223578
Credit: Hero Design LLC
Thank you!

SUBTOTAL	28,260.00
TAX	0.00
TOTAL	28,260.00
BALANCE DUE	**$28,260.00**

5/16/2023

Lead Time: 10 - 14 weeks

LFI QT-2353 Proposal For:

Grimes Public Library, IA

Library Furniture International
797 Glenn Ave
Wheeling IL 60090
ph: 847-564-9497

ITEM	QTY	MFG	CATALOG NO.	DESCRIPTION	UNIT NET	EXTENSION
SH-2	**20**		**Estey-DS**	**Picture Books (Mobile Units)**	**$ 993.86**	**$ 19,877.20**
Location: First Floor				**DF 48"H x 36"W x 30-1/2"D** **3 rows high** base **14"D browsing bin w/ low dividers** row 2 **12"D browsing bin w/ low dividers** row 3 **12"H - 30° face-out display shelf** STEEL COLOR: **Black-Med Texture** SIGNAGE: **6" high** CASTERS: **YES** BACK PANELS: **NO** END PANELS **Yes** CANOPY TOPS **NO**		
	5			STARTER		
	15			ADDER		
	20			OTHER - Signage		
EP-2A	**3**			**Picture Books - End Panels**	**$ 478.69**	**$ 1,436.07**
	3			White Oak Veneer – Rift cut with 1/8" Thick hardwood edge 48-1/2"H x 31-1/2"W x 3/4" Thick Finish: Custom Stain Activity Panel to be added to the end panel		
EP-2B	**7**			**Picture Books - End Panels**	**$ 597.94**	**$ 4,185.58**
	7			White Oak Veneer – Rift cut with 1/8" Thick hardwood edge 48-1/2"H x 31-1/2"W x 3/4" Thick Finish: Custom Stain One black plastic slat channel		
SH-3	**8**		**Estey-DS**	**Early/Easy Readers (Mobile Units)**	**$ 993.86**	**$ 7,950.88**
Location: First Floor				**DF 48"H x 36"W x 30-1/2"D** **3 rows high** base **14"D browsing bin w/ low dividers** row 2 **12"D browsing bin w/ low dividers** row 3 **12"H - 30° face-out display shelf** STEEL COLOR: **Black-Med Texture** SIGNAGE: **6" high** CASTERS: **YES** BACK PANELS: **NO** END PANELS **Yes** CANOPY TOPS **NO**		
	2			STARTER		
	6			ADDER		
	8			OTHER - Signage		

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ITEM	QTY	MFG	CATALOG NO.	DESCRIPTION	UNIT NET	EXTENSION
EP-3A	**1**			**Easy Readers OPAC - End Panels**	**$ 478.69**	**$ 478.69**
	1			White Oak Veneer – Rift cut with 1/8" Thick hardwood edge 48-1/2"H x 31-1/2"W x 3/4" Thick Finish: Custom Stain Installer to cut a hole for power		
EP-3B	**3**			**Easy Readers - End Panels**	**$ 597.94**	**$ 1,793.82**
	3			White Oak Veneer – Rift cut with 1/8" Thick hardwood edge 48-1/2"H x 31-1/2"W x 3/4" Thick Finish: Custom Stain One black plastic slat channel		
SH-4	**16**		**Estey-DS**	**JR-Fiction**	**$ 603.36**	**$ 9,653.76**
Location: First Floor				**DF 54"H x 36"W x 22-1/2"D** **4 rows high** base **10"D - 25° sloped shelf w/ cork bottom book support** row 2 **10"D - 7° sloped flat shelf w/ sliding book support** row 3 **10"D flat shelf w/ sliding book support** row 4 **8"H - 30° face-out display shelf** STEEL COLOR: **Black-Med Texture** SIGNAGE: **6" high** CASTERS: **NO** BACK PANELS: **NO** END PANELS **Yes** CANOPY TOPS **NO**		
	6			STARTER		
	10			ADDER		
	16			OTHER - Signage		
EP-4A	**8**			**JR Fiction - End Panels**	**$ 513.56**	**$ 4,108.48**
	8			White Oak Veneer – Rift cut with 1/8" Thick hardwood edge 54-1/2"H x 23-1/2"W x 3/4" Thick Finish: Custom Stain One black plastic slat channel		
EP-4B	**2**			**JR Fiction - End Panels**	**$ 415.13**	**$ 830.26**
	2			White Oak Veneer – Rift cut with 1/8" Thick hardwood edge 54-1/2"H x 23-1/2"W x 3/4" Thick Finish: Custom Stain Activity Panel to be added the the end panel		

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ITEM	QTY	MFG	CATALOG NO.	DESCRIPTION	UNIT NET	EXTENSION
N-1	**1**			**Children's Reading Nook**	**$ 5,947.00**	**$ 5,947.00**

product representation

Custom Reading Nook
54.5"H x 23.5"D x 34"W
Exterior HPL: Formica Algae, Matte (8796-58)
PVC Edgebands: Charter Algae (F8796)
Upholstered Interior on all (4) sides

COM Fabric: Designtex Beguilded By the Wild;
Fabric Color: Tortoise (3043-502)

This unit sale price is subject to change based on fabric selected and final shop drawing approval.

SH-5	**4**	**Estey-DS**		**JR. Graphic Novels**	**$ 590.09**	**$ 2,360.36**
Location: First Floor				**DF 54"H x 36"W x 22-1/2"D**		
				4 rows high		
			base	**10"D - 25° sloped shelf w/ cork bottom book support**		
			row 2	**10"D - 7° sloped flat shelf w/ sliding book support**		
			row 3	**10"D flat shelf w/ sliding book support**		
			row 4	**8"H - 30° face-out display shelf**		
				STEEL COLOR: **Black-Med Texture**		
				SIGNAGE: **6" high**		
				CASTERS: **NO**		
				BACK PANELS: **NO**		
				END PANELS **Yes**		
				CANOPY TOPS **NO**		
	1			STARTER		
	3			ADDER		
	4			OTHER - Signage		
EP-5A	**1**			**Graphic Novels OPAC - End Panels**	**$ 415.13**	**$ 415.13**
	1			White Oak Veneer – Rift cut with 1/8” Thick hardwood edge 54-1/2"H x 23-1/2"W x 3/4" Thick Finish: Custom Stain Installer to cut a hole for power		
EP-5B	**1**			**Graphic Novels - End Panels**	**$ 513.56**	**$ 513.56**
	1			White Oak Veneer – Rift cut with 1/8” Thick hardwood edge 54-1/2"H x 23-1/2"W x 3/4" Thick Finish: Custom Stain One black plastic slat channel		

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ITEM	QTY	MFG	CATALOG NO.	DESCRIPTION	UNIT NET	EXTENSION
SH-6	**10**		**Estey-DS**	**JR. Non-Fiction**	**$ 518.20**	**$ 5,182.00**
Location: First Floor				**DF 54"H x 36"W x 22-1/2"D** **3 rows high** base **10"D - 25° sloped shelf w/ cork bottom book support** row 2 **10"D flat shelf w/ sliding book support** row 3 **8"H - 30° face-out display shelf** STEEL COLOR: **Black-Med Texture** SIGNAGE: **6" high** CASTERS: **NO** BACK PANELS: **NO** END PANELS **Yes** CANOPY TOPS **NO**		
	3			STARTER		
	7			ADDER		
	10			OTHER - Signage		
EP-6	**6**			**JR Non-fiction - End Panels**	**$ 513.56**	**$ 3,081.36**
	6			White Oak Veneer – Rift cut with 1/8” Thick hardwood edge 54-1/2"H x 23-1/2"W x 3/4" Thick Finish: Custom Stain One black plastic slat channel		
SH-8	**3**		**Estey-DS**	**Biography & Fiction**	**$ 598.94**	**$ 1,796.82**
Location: First Floor				**DF 54"H x 36"W x 22-1/2"D** **4 rows high** base **10"D - 25° sloped shelf w/ cork bottom book support** row 2 **10"D - 7° sloped flat shelf w/ sliding book support** row 3 **10"D flat shelf w/ sliding book support** row 4 **8"H - 30° face-out display shelf** STEEL COLOR: **Black-Med Texture** SIGNAGE: **6" high** CASTERS: **NO** BACK PANELS: **NO** END PANELS **Yes** CANOPY TOPS **NO**		
	1			STARTER		
	2			ADDER		
	3			OTHER - Signage		
EP-8	**2**			**Bio & Fiction - End Panels**	**$ 513.56**	**$ 1,027.12**
	2			White Oak Veneer – Rift cut with 1/8” Thick hardwood edge 54-1/2"H x 23-1/2"W x 3/4" Thick Finish: Custom Stain One black plastic slat channel		

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ITEM	QTY	MFG	CATALOG NO.	DESCRIPTION	UNIT NET	EXTENSION
SH-10A	**2**		**Estey-DS**	**Children's DVD's (Mobile Units)**	**$ 1,157.25**	**$ 2,314.50**
Location: First Floor				**DF 54"H x 36"W x 22-1/2"D**		
				4 rows high		
			base	**10"D - 25° sloped shelf w/ cork bottom book support**		
			row 2	**10"D - 6 compartment browser shelf**		
			row 3	**10"D - 6 compartment browser shelf**		
			row 4	**10"D - 6 compartment browser shelf**		
				STEEL COLOR: **Black-Med Texture**		
				SIGNAGE: **6" high**		
				CASTERS: **YES**		
				BACK PANELS: **NO**		
				END PANELS **Yes**		
				CANOPY TOPS **NO**		
	1			STARTER		
	1			ADDER		
	2			OTHER - Signage		
EP-10Aa	**1**			**Children's DVD's - End Panels**	**$ 513.56**	**$ 513.56**
	1			White Oak Veneer – Rift cut with 1/8” Thick hardwood edge 54-1/2"H x 23-1/2"W x 3/4" Thick Finish: Custom Stain One black plastic slat channel		
EP-10Ab	**1**			**Children's DVD's - End Panels**	**$ 415.13**	**$ 415.13**
	1			White Oak Veneer – Rift cut with 1/8” Thick hardwood edge 54-1/2"H x 23-1/2"W x 3/4" Thick Finish: Custom Stain Activity Panel to be added the the end panel		

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ITEM	QTY	MFG	CATALOG NO.	DESCRIPTION	UNIT NET	EXTENSION
SH-10B	**2**		**Estey-DS**	**Children's Audio and Parenting (Mobile Units)**	**$ 692.85**	**$ 1,385.70**
Location: First Floor				**DF 54"H x 36"W x 22-1/2"D**		
				Shelving Side A: Children's Audio		
				5 rows high		
			base	**10"D - 25° sloped shelf w/ cork bottom book support**		
			row 2	**8"D video/paperback shelf**		
			row 3	**8"D video/paperback shelf**		
			row 4	**8"D video/paperback shelf**		
			row 5	**8"H - 30° face-out display shelf**		
				Shelving Side B: Parenting		
				3 rows high		
			base	**10"D - 25° sloped shelf w/ cork bottom book support**		
			row 2	**10"D flat shelf w/ sliding book support**		
			row 3	**8"H - 30° face-out display shelf**		
			STEEL COLOR:	**Black-Med Texture**		
			SIGNAGE:	**6" high**		
			CASTERS:	**YES**		
			BACK PANELS:	**NO**		
			END PANELS	**Yes**		
			CANOPY TOPS	**NO**		
	1			STARTER		
	1			ADDER		
	2			OTHER - Signage		
EP-10Ba	**1**			**Children's DVD's - End Panels**	**$ 513.56**	**$ 513.56**
	1			White Oak Veneer – Rift cut with 1/8” Thick hardwood edge 54-1/2"H x 23-1/2"W x 3/4" Thick Finish: Custom Stain One black plastic slat channel		
EP-10Bb	**1**			**Children's DVD's - End Panels**	**$ 415.13**	**$ 415.13**
	1			White Oak Veneer – Rift cut with 1/8” Thick hardwood edge 54-1/2"H x 23-1/2"W x 3/4" Thick Finish: Custom Stain Activity Panel to be added the end panel		

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ITEM	QTY	MFG	CATALOG NO.	DESCRIPTION	UNIT NET	EXTENSION
SH-11	**6**	**Media Tech**		**Board Book Browser**	**$ 1,270.00**	**$ 7,620.00**
Location: First Floor						
				Mobile Custom Board Book Browsers 28" x 28" x 19"H HPL/3mm PVC Construction Four equal sized openings Base to be closed Browser wells to be 7" high Casters	
				product representation		
	2			Mobile Browser Box Exterior HPL: Wilsonart French Linen, Matte (5016-60) PVC Edge:Charter French Linen (W5016) Interior HPL: Formica Algae, Matte (8796-58)	
	2			Mobile Browser Box Exterior HPL: Wilsonart French Linen, Matte (5016-60) PVC Edge:Charter French Linen (W5016) Interior HPL: Nevamar Aqua Lagoon, Matte (S-5059-T)	
	2			Mobile Browser Box Exterior HPL: Wilsonart French Linen, Matte (5016-60) PVC Edge:Charter French Linen (W5016) Interior HPL: Formica Gold Braze, Matte (1193-58)	
SH-12	**1**	**Estey-DS**		**Audio Books**	**$ 541.22**	**$ 541.22**
Location: Mezzanine Floor				**SF 66"H x 36"W x 12-1/2"D** **5 rows high**		
			base	**10"D - 25° sloped shelf w/ cork bottom book support**		
			row 2	**10"D - 7° sloped flat shelf w/ sliding book support**		
			row 3	**8"H - 30° face-out display shelf**		
			row 4	**8"H - 30° face-out display shelf**		
			row 5	**8"H - 30° face-out display shelf**		
			STEEL COLOR:	**Black-Med Texture**		
			SIGNAGE:	**6" high**		
			BACK PANELS:	**NO**		
			END PANELS	**Yes**		
			CANOPY TOPS	**NO**		
	1			STARTER		
	1			OTHER - Signage		
EP-12	**2**			**Audio Books, Magazines, & New Books - End Panels**	**$ 320.06**	**$ 640.12**
	2			White Oak Veneer – Rift cut with 1/8” Thick hardwood edge 66-1/2"H x 13-3/4"W x 3/4" Thick Finish: Custom Stain Plain Slab		

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ITEM	QTY	MFG	CATALOG NO.	DESCRIPTION	UNIT NET	EXTENSION
SH-13	**1**		**Estey-DS**	**Magazine**	**$ 436.90**	**$ 436.90**
Location: Mezzanine Floor				**SF 66"H x 36"W x 12-1/2"D**		
				5 rows high		
			base	**10"D - 25° sloped shelf w/ cork bottom book support**		
			row 2	**10"D - 7° sloped flat shelf w/ sliding book support**		
			row 3	**8"H - 30° face-out display shelf**		
			row 4	**8"H - 30° face-out display shelf**		
			row 5	**8"H - 30° face-out display shelf**		
			STEEL COLOR:	**Black-Med Texture**		
			SIGNAGE:	**6" high**		
			BACK PANELS:	**NO**		
			END PANELS	**Yes**		
			CANOPY TOPS	**NO**		
	1			ADDER		
	1			OTHER - Signage		
SH-14	**2**		**Estey-DS**	**New Books**	**$ 436.90**	**$ 873.80**
Location: Mezzanine Floor				**SF 66"H x 36"W x 12-1/2"D**		
				5 rows high		
			base	**10"D - 25° sloped shelf w/ cork bottom book support**		
			row 2	**10"D - 7° sloped flat shelf w/ sliding book support**		
			row 3	**8"H - 30° face-out display shelf**		
			row 4	**8"H - 30° face-out display shelf**		
			row 5	**8"H - 30° face-out display shelf**		
			STEEL COLOR:	**Black-Med Texture**		
			SIGNAGE:	**6" high**		
			BACK PANELS:	**NO**		
			END PANELS	**Yes**		
			CANOPY TOPS	**NO**		
	2			ADDER		
	2			OTHER - Signage		
SH-15	**3**		**Estey-DS**	**YA Non-Fiction**	**$ 457.27**	**$ 1,371.81**
Location: Mezzanine Floor				**SF 66"H x 36"W x 12-1/2"D**		
				5 rows high		
			base	**10"D - 25° sloped shelf w/ cork bottom book support**		
			row 2	**10"D - 7° sloped flat shelf w/ sliding book support**		
			row 3	**10"D flat shelf w/ sliding book support**		
			row 4	**8"H - 30° face-out display shelf**		
			row 5	**8"H - 30° face-out display shelf**		
			STEEL COLOR:	**Black-Med Texture**		
			SIGNAGE:	**6" high**		
			BACK PANELS:	**NO**		
			END PANELS	**Yes**		
			CANOPY TOPS	**NO**		
	1			STARTER		
	2			ADDER		
	3			OTHER - Signage		
EP-15	**2**			**YA Non-Fiction - End Panels**	**$ 324.00**	**$ 648.00**

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ITEM	QTY	MFG	CATALOG NO.	DESCRIPTION	UNIT NET	EXTENSION
	2			White Oak Veneer – Rift cut with 1/8” Thick hardwood edge 66-1/2"H x 13-3/4"W x 3/4" Thick Finish: Custom Stain Plain Slab		
SH-16	**10**		**Estey-DS**	**YA Fiction**	**$ 629.08**	**$ 6,290.80**
Location: Mezzanine Floor				**DF 66"H x 36"W x 22-1/2"D** **5 rows high** base **10"D - 25° sloped shelf w/ cork bottom book support** row 2 **10"D - 7° sloped flat shelf w/ sliding book support** row 3 **10"D flat shelf w/ sliding book support** row 4 **10"D flat shelf w/ sliding book support** row 5 **8"H - 30° face-out display shelf** STEEL COLOR: **Black-Med Texture** SIGNAGE: **NO** BACK PANELS: **NO** END PANELS **Yes** CANOPY TOPS **Yes**		
	3			STARTER		
	7			ADDER		
EP-16A	**5**			**YA Fiction - End Panels**	**$ 629.44**	**$ 3,147.20**
	5			White Oak Veneer – Rift cut with 1/8” Thick hardwood edge 68"H x 23-1/2"W x 3/4" Thick Finish: Custom Stain Two black plastic slat channels		
EP-16B	**1**			**YA Fiction OPAC - End Panels**	**$ 499.50**	**$ 499.50**
	1			White Oak Veneer – Rift cut with 1/8” Thick hardwood edge 68"H x 23-1/2"W x 3/4" Thick Installer to cut a hole for power Finish: Custom Stain		
CT-1	**1**			**Canopy Top**	**$ 661.50**	**$ 661.50**
	1			White Oak Veneer – Rift cut with 1/8” Thick hardwood edge 72-7/8"L x 23"W x1-1/4" Thick (1-Piece) Finish: Custom Stain Other: Needs to be finished on both faces		
CT-2	**2**			**Canopy Top**	**$ 1,283.63**	**$ 2,567.26**
	2			White Oak Veneer – Rift cut with 1/8” Thick hardwood edge 144-1/8"L x 23"W x 1-1/4" Thick (2-Piece) Finish: Custom Stain Other: Needs to be finished on both faces		

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ITEM	QTY	MFG	CATALOG NO.	DESCRIPTION	UNIT NET	EXTENSION
SH-18	**6**		**Estey-DS**	**Graphic Novels**	**$ 460.88**	**$ 2,765.28**
Location: Mezzanine Floor				**SF 78"H x 36"W x 12-1/2"D** **6 rows high** base **10"D - 25° sloped shelf w/ cork bottom book support** row 2 **10"D - 7° sloped flat shelf w/ sliding book support** row 3 **10"D flat shelf w/ sliding book support** row 4 **8"H - 30° face-out display shelf** row 5 **10"D flat shelf w/ sliding book support** row 6 **10"D flat shelf w/ sliding book support** STEEL COLOR: **Black-Med Texture** SIGNAGE: **6" high** BACK PANELS: **NO** END PANELS **Yes** CANOPY TOPS **NO**		
	1			STARTER		
	5			ADDER		
	6			OTHER - Signage		
EP-18	**2**			**YA Graphic Novels - End Panels**	**$ 366.19**	**$ 732.38**
	2			White Oak Veneer – Rift cut with 1/8” Thick hardwood edge 78-1/2"H x 13-3/4"W x 3/4" Thick Finish: Custom Stain Plain Slab		
SH-19	**8**		**Estey-DS**	**Large Print**	**$ 631.27**	**$ 5,050.16**
Location: Second Floor				**DF 66"H x 36"W x 22-1/2"D** **5 rows high** base **10"D - 25° sloped shelf w/ cork bottom book support** row 2 **10"D - 7° sloped flat shelf w/ sliding book support** row 3 **10"D flat shelf w/ sliding book support** row 4 **10"D flat shelf w/ sliding book support** row 5 **8"H - 30° face-out display shelf** STEEL COLOR: **Black-Med Texture** SIGNAGE: **NO** BACK PANELS: **NO** END PANELS **Yes** CANOPY TOPS **Yes**		
	2			STARTER		
	6			ADDER		
EP-19	**4**			**Large Print - End Panels**	**$ 629.44**	**$ 2,517.76**
	4			White Oak Veneer – Rift cut with 1/8” Thick hardwood edge 68" H x 23-1/2" W x 3/4" Thick Finish: Custom Stain Two black plastic slat channels		

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ITEM	QTY	MFG	CATALOG NO.	DESCRIPTION	UNIT NET	EXTENSION
CT-4	**2**			**Canopy Top**	**$ 1,283.63**	**$ 2,567.26**
	2			White Oak Veneer – Rift cut with 1/8” Thick hardwood edge 144-1/8"H x 23"W x 3/4" Thick (2-Piece) Finish: Custom Stain Other: Needs to be finished on both faces		
SH-20	**8**		**Estey-DS**	**Inspiration**	**$ 631.27**	**$ 5,050.16**
Location: Second Floor				**DF 66"H x 36"W x 22-1/2"D** **5 rows high**		
			base	**10"D - 25° sloped shelf w/ cork bottom book support**		
			row 2	**10"D - 7° sloped flat shelf w/ sliding book support**		
			row 3	**10"D flat shelf w/ sliding book support**		
			row 4	**10"D flat shelf w/ sliding book support**		
			row 5	**8"H - 30° face-out display shelf**		
			STEEL COLOR:	**Black-Med Texture**		
			SIGNAGE:	**NO**		
			BACK PANELS:	**NO**		
			END PANELS	**Yes**		
			CANOPY TOPS	**Yes**		
	2			STARTER		
	6			ADDER		
EP-20	**4**			**Inspiration - End Panels**	**$ 629.44**	**$ 2,517.76**
	4			White Oak Veneer – Rift cut with 1/8” Thick hardwood edge 68"H x 23-1/2" W x 3/4" Thick Finish: Custom Stain Two black plastic slat channels		
CT-5	**2**			**Canopy Top**	**$ 1,283.63**	**$ 2,567.26**
	2			White Oak Veneer – Rift cut with 1/8” Thick hardwood edge 144-1/8"H x 23"W x 3/4" Thick (2-Piece) Finish: Custom Stain Other: Needs to be finished on both faces		

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ITEM	QTY	MFG	CATALOG NO.	DESCRIPTION	UNIT NET	EXTENSION
SH-21	**30**		**Estey-DS**	**Adult Fiction**	**$ 666.20**	**$ 19,986.00**
Location: Second Floor				**DF 78"H x 36"W x 22-1/2"D** **6 rows high** base **10"D - 25° sloped shelf w/ cork bottom book support** row 2 **10"D - 7° sloped flat shelf w/ sliding book support** row 3 **10"D flat shelf w/ sliding book support** row 4 **8"H - 30° face-out display shelf** row 5 **10"D flat shelf w/ sliding book support** row 6 **10"D flat shelf w/ sliding book support** STEEL COLOR: **Black-Med Texture** SIGNAGE: **NO** BACK PANELS: **NO** END PANELS **Yes** CANOPY TOPS **NO**		
	9			STARTER		
	21			ADDER		
EP-21	**18**			**Adult Fiction - End Panels**	**$ 717.76**	**$ 12,919.68**
	18			White Oak Veneer – Rift cut with 1/8” Thick hardwood edge 78-1/2"H x 23-1/2"W x 3/4" Thick Finish: Custom Stain Two black plastic slat channels		
SH-22	**14**		**Estey-DS**	**Adult Non-Fiction**	**$ 664.59**	**$ 9,304.26**
Location: Second Floor				**DF 78"H x 36"W x 22-1/2"D** **6 rows high** base **10"D - 25° sloped shelf w/ cork bottom book support** row 2 **10"D - 7° sloped flat shelf w/ sliding book support** row 3 **10"D flat shelf w/ sliding book support** row 4 **8"H - 30° face-out display shelf** row 5 **10"D flat shelf w/ sliding book support** row 6 **10"D flat shelf w/ sliding book support** STEEL COLOR: **Black-Med Texture** SIGNAGE: **NO** BACK PANELS: **NO** END PANELS **Yes** CANOPY TOPS **NO**		
	4			STARTER		
	10			ADDER		
EP-22A	**2**			**Adult Non-Fiction OPAC - End Panels**	**$ 569.81**	**$ 1,139.62**
	2			White Oak Veneer – Rift cut with 1/8” Thick hardwood edge 78-1/2"H x 23-1/2"W x 3/4" Thick Finish: Custom Stain Installer to cut a hole for power		

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ITEM	QTY	MFG	CATALOG NO.	DESCRIPTION	UNIT NET	EXTENSION
EP-22B	**6**			**Adult Non-Fiction - End Panels**	**$ 717.76**	**$ 4,306.56**
	6			White Oak Veneer – Rift cut with 1/8” Thick hardwood edge 78-1/2"H x 23-1/2"W x 3/4" Thick Finish: Custom Stain Two black plastic slat channels		
SH-23	**5**		**Estey-DS**	**Adult Non-Fiction**	**$ 445.68**	**$ 2,228.40**
Location: Second Floor				**SF 84"H x 36"W x 12-1/2"D** **7 rows high**		
			base	**10"D - 25° sloped shelf w/ cork bottom book support**		
			row 2	**10"D - 7° sloped flat shelf w/ sliding book support**		
			row 3	**10"D flat shelf w/ sliding book support**		
			row 4	**8"H - 30° face-out display shelf**		
			row 5	**10"D flat shelf w/ sliding book support**		
			row 6	**10"D flat shelf w/ sliding book support**		
			row 7	**10"D flat shelf w/ sliding book support**		
			STEEL COLOR:	**Black-Med Texture**		
			SIGNAGE:	**NO**		
			BACK PANELS:	**NO**		
			END PANELS	**Yes**		
			CANOPY TOPS	**NO**		
	1			STARTER		
	4			ADDER		
EP-23	**2**			**Adult Non-Fiction - End Panels**	**$ 390.37**	**$ 780.74**
	2			White Oak Veneer – Rift cut with 1/8” Thick hardwood edge 84-1/2"H x 13-3/4"W x 3/4" Thick Finish: Custom Stain Plain Slab		
SH-24	**5**		**Estey-DS**	**Adult Biography**	**$ 450.10**	**$ 2,250.50**
Location: Second Floor				**SF 78"H x 36"W x 12-1/2"D** **6 rows high**		
			base	**10"D - 25° sloped shelf w/ cork bottom book support**		
			row 2	**10"D - 7° sloped flat shelf w/ sliding book support**		
			row 3	**10"D flat shelf w/ sliding book support**		
			row 4	**8"H - 30° face-out display shelf**		
			row 5	**8"H - 30° face-out display shelf**		
			row 6	**10"D flat shelf w/ sliding book support**		
			STEEL COLOR:	**Black-Med Texture**		
			SIGNAGE:	**6" high**		
			CASTERS:	**NO**		
			BACK PANELS:	**NO**		
			END PANELS	**Yes**		
			CANOPY TOPS	**NO**		
	1			STARTER		
	4			ADDER		
	5			OTHER - Signage		
EP-24	**2**			**Adult Bio - End Panels**	**$ 366.19**	**$ 732.38**

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ITEM	QTY	MFG	CATALOG NO.	DESCRIPTION	UNIT NET	EXTENSION
	2			White Oak Veneer – Rift cut with 1/8" Thick hardwood edge 78-1/2"H x 13-3/4"W x 3/4" Thick Finish: Custom Stain Edge: 1/8" Wood Edge Plain Slab		
SH-25	**5**		**Estey-DS**	**Adult Magazine & Newspaper**	**$ 438.91**	**$ 2,194.55**
Location: Second Floor				**DF 78"H x 36"W x 22-1/2"D** **5 rows high**		
			base	**10"D flat shelf -- no book support**		
			row 2	**10"D flat shelf -- no book support**		
			row 3	**10"D flat shelf -- no book support**		
			row 4	**10"D flat shelf -- no book support**		
			row 5	**10"D flat shelf -- no book support**		
			STEEL COLOR:	**Black-Med Texture**		
			SIGNAGE:	**NO**		
			BACK PANELS:	**NO**		
			END PANELS	**Yes**		
			CANOPY TOPS	**NO**		
	1			STARTER		
	4			ADDER		
EP-25A	**1**			**Magazine & Newspaper OPAC - End Panels**	**$ 569.81**	**$ 569.81**
	1			White Oak Veneer – Rift cut with 1/8" Thick hardwood edge 78-1/2"H x 23-1/2"W x 3/4" Thick Finish: Custom Stain Installer to cut a hole for power		
EP-25B	**1**			**Magazine & Newspaper - End Panels**	**$ 717.76**	**$ 717.76**
	1			White Oak Veneer – Rift cut with 1/8" Thick hardwood edge 78-1/2"H x 23-1/2"W x 3/4" Thick Finish: Custom Stain Two black plastic slat channels		

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ITEM	QTY	MFG	CATALOG NO.	DESCRIPTION	UNIT NET	EXTENSION
SH-26	**12**		**Estey-DS**	**DVD's & Video Games**	**$ 1,153.74**	**$ 13,844.88**
Location: Second Floor				**DF 66"H x 36"W x 22-1/2"D**		
				5 rows high		
			base	**10"D - 25° sloped shelf w/ cork bottom book support**		
			row 2	**10"D - 6 compartment browser shelf**		
			row 3	**10"D - 6 compartment browser shelf**		
			row 4	**10"D - 6 compartment browser shelf**		
			row 5	**8"H - 30° face-out display shelf**		
			STEEL COLOR:	**Black-Med Texture**		
			SIGNAGE:	**6" high**		
			CASTERS:	**NO**		
			BACK PANELS:	**NO**		
			END PANELS	**Yes**		
			CANOPY TOPS	**NO**		
	4			STARTER		
	8			ADDER		
	12			OTHER - Signage		
EP-26	**8**			**DVD's & Video Games - End Panels**	**$ 622.69**	**$ 4,981.52**
	8			White Oak Veneer – Rift cut with 1/8" Thick hardwood edge 66-1/2"H x 23-1/2"W x 3/4" Thick Finish: Custom Stain Two black plastic slat channels		
SH-27	**6**		**Estey-DS**	**DVD's / Video Games & Audio Books**	**$ 929.74**	**$ 5,578.44**
Location: Second Floor				**DF 66"H x 36"W x 22-1/2"D**		
				Shelving Side A		
				5 rows high		
			base	**10"D - 25° sloped shelf w/ cork bottom book support**		
			row 2	**10"D - 6 compartment browser shelf**		
			row 3	**10"D - 6 compartment browser shelf**		
			row 4	**10"D - 6 compartment browser shelf**		
			row 5	**8"H - 30° face-out display shelf**		
				Shelving Side B		
				5 rows high		
			base	**10"D - 25° sloped shelf w/ cork bottom book support**		
			row 2	**8"D video/paperback shelf**		
			row 3	**8"D video/paperback shelf**		
			row 4	**8"D video/paperback shelf**		
			row 5	**8"D video/paperback shelf**		
			STEEL COLOR:	**Black-Med Texture**		
			SIGNAGE:	**6" high**		
			CASTERS:	**NO**		
			BACK PANELS:	**NO**		
			END PANELS	**Yes**		
			CANOPY TOPS	**NO**		
	2			STARTER		
	4			ADDER		
	6			OTHER - Signage		

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ITEM	QTY	MFG	CATALOG NO.	DESCRIPTION	UNIT NET	EXTENSION
EP-27	**4**			**DVD's/Video Games & Audio Books - End Panels**	**$ 622.69**	**$ 2,490.76**
	4			White Oak Veneer – Rift cut with 1/8" Thick hardwood edge 66-1/2"H x 23-1/2"W x 3/4" Thick Finish: Custom Stain Two black plastic slat channels		
SH-28	**6**		**Estey-DS**	**New Books & Audio Books**	**$ 709.54**	**$ 4,257.24**
Location: Second Floor				**DF 66"H x 36"W x 22-1/2"D**		
				Shelving Side A		
				5 rows high		
			base	**10"D - 25° sloped shelf w/ cork bottom book support**		
			row 2	**10"D - 7° sloped flat shelf w/ sliding book support**		
			row 3	**8"H - 30° face-out display shelf**		
			row 4	**8"H - 30° face-out display shelf**		
			row 5	**8"H - 30° face-out display shelf**		
				Shelving Side B		
				5 rows high		
			base	**10"D - 25° sloped shelf w/ cork bottom book support**		
			row 2	**8"D video/paperback shelf**		
			row 3	**8"D video/paperback shelf**		
			row 4	**8"D video/paperback shelf**		
			row 5	**8"D video/paperback shelf**		
			STEEL COLOR:	**Black-Med Texture**		
			SIGNAGE:	**6" high**		
			CASTERS:	**NO**		
			BACK PANELS:	**NO**		
			END PANELS	**Yes**		
			CANOPY TOPS	**NO**		
	2			STARTER		
	4			ADDER		
	6			OTHER - Signage		
EP-28	**4**			**New Books & Audio Books End Panels**	**$ 622.69**	**$ 2,490.76**
	4			White Oak Veneer – Rift cut with 1/8" Thick hardwood edge 66-1/2"H x 23-1/2"W x 3/4" Thick Finish: Custom Stain Two black plastic slat channels		

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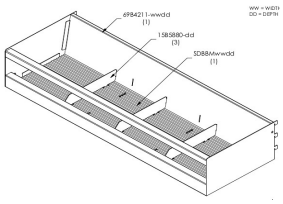
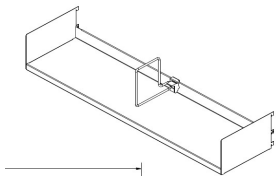
ITEM	QTY	MFG	CATALOG NO.	DESCRIPTION	UNIT NET	EXTENSION
SH-29	**4**		**Estey-DS**	**Friends**	**$ 690.34**	**$ 2,761.36**
Location: First Floor				**SF 78"H x 36"W x 12-1/2"D**		
				6 rows high		
			base	**10"D - 25° sloped shelf w/ cork bottom book support**		
			row 2	**10"D - 7° sloped flat shelf w/ sliding book support**		
			row 3	**10"D flat shelf w/ sliding book support**		
			row 4	**8"H - 30° face-out display shelf**		
			row 5	**10"D flat shelf w/ sliding book support**		
			row 6	**10"D flat shelf w/ sliding book support**		
			STEEL COLOR:	**Black-Med Texture**		
			SIGNAGE:	**6" high**		
			BACK PANELS:	**NO**		
			END PANELS	**Yes**		
			CANOPY TOPS	**NO**		
	1			STARTER		
	3			ADDER		
	4			OTHER - Signage		
EP-29	**2**			**Adult Bio - End Panels Steel**	**$ 93.48**	**$ 186.96**
	1		DSP7811LA	Soft White DsgnrSFEdPnlAsm-L 12.75x81.125		
	1		DSP7811RA	Soft White DsgnrSFEdPnlAsm-R 12.75x81.126		
			STEEL COLOR:	**Black-Med Texture**		
SH-30	**10**		**Estey-DS**	**Extra Browser Bins**	**$ 137.49**	**$ 1,374.90**
Location: First Floor				**12"D Picture Book Browsing Bin**		
			STEEL COLOR:	**Black-Med Texture**		



product representation

SH-31	**12**		**Estey-DS**	**Extra Flat Shelves**	**$ 30.58**	**$ 366.96**
Location: First Floor				**10"D Flat Integral Back Shelf with Sliding Book Support**		
			STEEL COLOR:	**Black-Med Texture**		



product representation

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ITEM	QTY	MFG	CATALOG NO.	DESCRIPTION	UNIT NET	EXTENSION
A-1	**56**			**Acrylic Display Shelf**	**$ 32.27**	**$ 1,807.12**
Product Representation			W13790450	Acrylic Slatwall Display Shelf With Lip 2-1/4"H x 20-1/2W" x 2-1/2"D		
D-1	**1**			**Discovery Table**	**$ 3,525.00**	**$ 3,525.00**
	1		4500-21	Discovery Table w/ Locking Drawer - Base Only 45"W x 32"D x 19"H Clear Baltic birch plywood Large, lockable, storage drawer		
	1		4511-02	Tinker-toy/flat surface reversible top 45"W x 30"D x 3/4"T Solid maple butcher block, clear finish		
	1		4530-21	Tall Storage Bin 10"W x 32"D x 19"H		
AP-1	**1**			**End Panel Activity/Sensory Panel**	**$ 547.14**	**$ 547.14**
Product Representation			185091	In the Ocean Sensory Wall Activity 17"H x 16"W x ¾"Thick 10yr Warranty Various visual & tactile elements to explore: *Simulates the imagination *The bellows bag creates real air bubbles *Helps to develop fine motor skills		
	1		120189	Set of Upper & Lower Sensory Wall Guide Rails 16¼"L x 2"H x 1¼"D Made of solid beech wood with metal end pieces		
AP-2	**1**			**End Panel Activity/Sensory panel**	**$ 451.43**	**$ 451.43**
Product Representation			23138	Rubber Ball Stairs Sensory Panel 17"H x 16"W x 2¾"Thick 10yr Warranty Various visual & tactile elements to explore: *Drop bouncy balls from top *Bring back up through side tunnel *Takes nimble & skilled fingers *Helps w/hand-eye coordination		
	1		120189	Set of Upper & Lower Sensory Wall Guide Rails 16¼"L x 2"H x 1¼"D Made of solid beech wood with metal end pieces		

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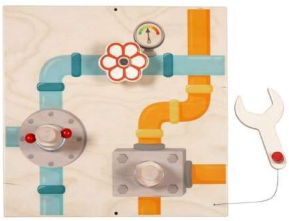
ITEM	QTY	MFG	CATALOG NO.	DESCRIPTION	UNIT NET	EXTENSION
AP-3	**1**			**End Panel Activity/Sensory panel**	**$ 265.71**	**$ 265.71**
Product Representation			120370	Closures Activity Panel 17"H x 16"W x 2"Thick 10yr Warranty Various visual & tactile elements to explore: *Shoelaces *Snaps & velcro *Zipper *Buttons & buckle *Hook & Loop		
	1		120189	Set of Upper & Lower Sensory Wall Guide Rails 16¼"L x 2"H x 1¼"D Made of solid beech wood with metal end pieces		
AP-4	**1**			**End Panel Activity/Sensory panel**	**$ 361.43**	**$ 361.43**
 Product Representation			156921	Mechanic Sensory Activity 17"H x 16"W x ¾"Thick 10yr Warranty Various visual & tactile elements to explore: *On & Off handle that spins *Wrench w/nut that screws in *Pressure valve that turns		
	1		120189	Set of Upper & Lower Sensory Wall Guide Rails 16¼"L x 2"H x 1¼"D Made of solid beech wood with metal end pieces		
AP-5	**1**			**End Panel Activity/Sensory panel**	**$ 370.00**	**$ 370.00**
Product Representation			150541	Construction Crane Sensory Activity 17"H x 16"L x 3½"Thick 10yr Warranty Various visual & tactile elements to explore: *Turn mixer and hear mixing noises *Crane w/magnet lifts container *Move container up and down		
	1		120189	Set of Upper & Lower Sensory Wall Guide Rails 16¼"L x 2"H x 1¼"D Made of solid beech wood with metal end pieces		

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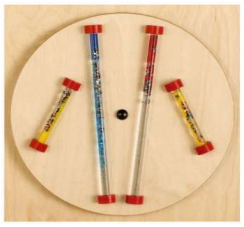
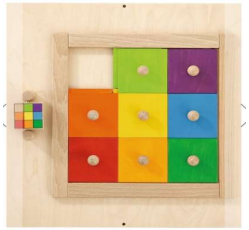
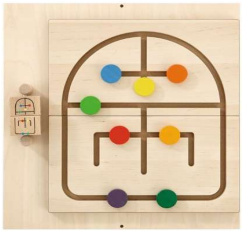
ITEM	QTY	MFG	CATALOG NO.	DESCRIPTION	UNIT NET	EXTENSION
AP-6	**1**			**End Panel Activity/Sensory panel**	**$ 350.00**	**$ 350.00**
 Product Representation			120371	Glitter Rods Sensory Wall Activity 17"H x 16"W x 2"D 10yr Warranty Various visual & tactile elements to explore: *4 glitter rods w/optical effects *Wheel turns both ways		
	1		120189	Set of Upper & Lower Sensory Wall Guide Rails 16¼"L x 2"H x 1¼"D Made of solid beech wood with metal end pieces		
AP-7	**1**			**End Panel Activity/Sensory panel**	**$ 671.43**	**$ 671.43**
 Product Representation			O23145	Colorful Squares Sensory Wall Activity 17"H x 16"W x 2¾"Thick 10yr Warranty Various visual & tactile elements to explore: *Activity for different ages *8 Colorful Wood Squares *Move squares to match block on side		
	1		120189	Set of Upper & Lower Sensory Wall Guide Rails 16¼"L x 2"H x 1¼"D Made of solid beech wood with metal end pieces		
AP-8	**1**			**End Panel Activity/Sensory panel**	**$ 322.86**	**$ 322.86**
Product Representation			120373	Rainmaker Sensory Wall Activity 17"H x 16"W x 2"Thick 10yr Warranty Various visual & tactile elements to explore: *Disc makes a rustling/trickling sound *No loose parts *Colorful wheel of scenery		
AP-9	**1**			**End Panel Activity/Sensory panel**	**$ 254.29**	**$ 254.29**
 Product Representation			O23139	Labyrinth Sensory Wall Activity 17"H x 16"W x 3¼"Thick 10yr Warranty Various visual & tactile elements to explore: *8 Colorful buttons *Labyrinth has 16 combinations *No loose parts		

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ITEM	QTY	MFG	CATALOG NO.	DESCRIPTION	UNIT NET	EXTENSION
AP-10	**1**			**End Panel Activity/Sensory panel**	**$ 212.86**	**$ 212.86**
Product Representation			120148	Turntable 3 Sensory Wall Activity 17"H x 16"W x 1¼"Thick 10yr Warranty Various visual & tactile elements to explore: *Provides fascinating optical effects *Disc turns endlessly-almost hypnotic *No loose parts		
AP-11	**1**			**End Panel Activity/Sensory panel**	**$ 238.57**	**$ 238.57**
Product Representation			104608	Bristle Brushes Sensory Wall Activity 17"H x 16"W x 2"Thick 10yr Warranty Various visual & tactile elements to explore: *Scrub brush w/2 paint brushes *No loose parts *Buffing brush & coconut mat		
AP-12	**1**			**End Panel Activity/Sensory panel**	**$ 258.57**	**$ 258.57**
Product Representation			120390	Special Effects Turning Discs Sensory Activity 17"H x 16"W x 2"Thick 10yr Warranty Various visual & tactile elements to explore: *8 printable turntables *Discs that turn endlessly-almost hypnotic *Activity for different age groups		
AP-13	**1**			**End Panel Activity/Sensory panel**	**$ 314.29**	**$ 314.29**
Product Representation			120375	Touch & Feel Pouches Sensory Activity 17"H x 16"W x 2"Thick 10yr Warranty Various visual & tactile elements to explore: *Squeaky pouch *Crackly pouch *Rattle noise pouch *5 Touch & Feel Pouches		

5/16/2023

Lead Time: 10 - 14 weeks

LFI QT-2353 Proposal For:

Grimes Public Library, IA

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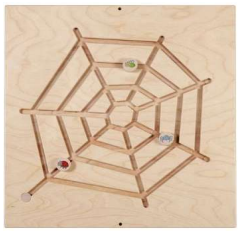
ITEM	QTY	MFG	CATALOG NO.	DESCRIPTION	UNIT NET	EXTENSION
AP-14	**1**			**End Panel Activity/Sensory panel**	**$ 275.71**	**$ 275.71**
 Product Representation			151523	Spider Web Sensory Wall Activity 17"H x 16"W x ¾"Thick 10yr Warranty Various visual & tactile elements to explore: *Grooved spider web *Move figures around the path *Comes w/a spider, fly & lady bug		
CS-1	**1**			**End Panel & Canopy Top Custom Stain**	**$ 285.71**	**$ 285.71**
	1		CWF	Custom Wood Stain		
SCHG				**ESTEY STEEL SURCHARGE**		**$ 46,620.88**
	1			Estey steel surcharge		

TOTAL FOB FACTORY	$ 277,858.83
INSTALLATION + FREIGHT	$ 65,628.17
Assumes one continuous phase of installation--Pricing is good for 30 days	
TOTAL	**$ 343,487.00**
30% DEPOSIT	**$ 103,046.10**

QUOTATION TERMS

* quotes are valid for 30 days
* quotes are based on stated quantities; any change in quantity may require re-quoting
* prices include standard materials/finishes unless otherwise noted
* customer is responsible for verifying all final details of order including, but not limited to, size, color, finish, etc.; if there are any questions on this quote, please contact LFI at 847-564-9497 to clarify details prior to accepting quote
* LFI assumes use of customer's dumpster for waste removal. If customer requests LFI to provide dumpster, additional costs will be billed to customer.

PAYMENT TERMS

30% deposit; balance due upon completion

TO ACCEPT THIS QUOTE:

* sign and date below as formal acknowledgement of the quote terms
* please forward a deposit if one is required per the quote terms

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ITEM	QTY	MFG	CATALOG NO.	DESCRIPTION	UNIT NET	EXTENSION
				* please fax back to LFI at 847-564-9337 and we will begin processing your order * LFI will coordinate and schedule in-bound freight of your order. * An LFI installer will meet the delivery truck, off-load, unpack, place items and inspect your order for damage. If there is damage or missing items, LFI will handle the claim and coordination with factory. * By NOT contracting LFI for installation, then the client is responsible for handling all issues mentioned above. LFI will provide the name and tracking number of the freight carrier, however, the client is responsible for making freight claims. * Factories and freight carriers will require digital photography of any damage related issues. Signature Date		
					TOTAL	$ 343,487.00

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 5/23/2023

AGENDA ITEM: Repair of 2016 Rescue Engine

BACKGROUND: The 2016 Rescue Engine was in need of several repairs. There was a steering issue that required new ball joints. The Ladder Rack would not work correctly and that needed a new actuator motor and spring kits. The Air conditioner compressor was leaking and needed replaced. There was a coolant leak and the breaks needed replaced. A new handle was replaced on the rear door. The total for the parts was $5,934.80 with a total of $10,546.50, plus shop supplies and shipping the total repair bill from Reliant Fire Apparatus was $17,290.40. The Engine has 88,534 miles on it and this is the reason we are trying to get to a 10-year front line and 10-year reserve plan to avoid such costly repairs happening multiple times over a 20-year cycle.

BUDGETARY CONSIDERATIONS: This repair puts the fire equipment maintenance line over budget, but there are other lines in the budget that will not be completely depleted this year to make up the difference.

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): None

STAFF RECOMMENDATION: Staff recommends approval of payment to Reliant Fire Apparatus for the repair to the Grimes 2016 Rescue Engine in the amount of $17,290.40

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

Prepared by:Jim Clark
Return to: Jim Clark

GRIMES RESOLUTION NO 05-4123

RESOLUTION APPROVING PAYMENT TO RELIANT FIRE APPARATUS IN THE AMOUNT OF $17,290.40

WHEREAS, the 2016 Rescue Fire Engine needed extensive repairs to make it safe and functional;

WHEREAS, the Cities Grimes has a purchasing policy that requires all purchase orders over $10,000 to be approved by City Council Action; and

WHEREAS, the repair of the breaks and ball joints was needed to make the Engine safe to drive; and

WHEREAS, the other repairs were needed to make the Engine functional;

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

That payment to Reliant Fire Apparatus be approved in the amount $17,290.40

PASSED AND APPROVED this 23rd day of May 2023.

Mayor Scott Mikkelsen

By:_____

Attest: City Clerk Rochelle Williams

By:_____

REC'D MAY 15 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
May 12, 2023	5WI000229	GRIMES		NET 30	1 /4

RO 5WO000236 **Owner** GRIMES FIRE DEPARTMENT **Repair Loc.** IOWA SERVICE CENTER **WO Date** Apr 14, 2023

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

Pumper, Heavy Duty Rescue, Aluminum

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

ODOMETER 88534 MI

Activity Description / Part Number	Part Description	Quantity	Charge	Total
1. Ladder Rack		4.25 HR	178.0000	756.50
Complaint	*Customer states that the ladder rack is inoperable, the motor has power but will not move the ladder.*			
Cause:	*Actuator is bad*			
Correctio	*Actuator was not functioning correctly causing the ladder switch not to engage to lower the unit. This actuator worked and was not replaced during the ladder rebuild back in late fall of last year.*			
3097-500-185	1" Actuator	1.00 EA	331.8420	331.84
3097-500-187	Upper Spring Housing	1.00 EA	7.0140	7.01
3097-500-189	Lower Spring Housing	1.00 EA	31.2340	31.23
3097-500-191	Spring	1.00 EA	7.3640	7.36
			Activity Sub-total:	1,133.94
2. Diagnose Check Engine Light		0.50 HR	178.0000	89.00
Complaint	*Customer states that they have a check engine light on and at times the engine is hard starting.*			
Cause:	*Codes*			
Correctio	*Coolant level code*			
			Activity Sub-total:	89.00
3. Alternator		0.25 HR	178.0000	44.50
Complaint	*Customer states that they intermittently see the voltage on the dash gauge drop out.*			
Cause:	*Alternator*			
Correctio	*Verified that the alternator puts out 14.1 volts, connections on alternator and batteries were good. No bearing or pully noise.*			
			Activity Sub-total:	44.50
4. Steering Issue		0.00 HR	178.0000	0.00
Complaint	*Customer states that the steering feels loose, excessive steering wheel play noted.*			
Cause:	*Ball joints*			

Repair Order Invoice

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Date	Invoice	A/C	Customer PO	Payment Term	Page
May 12, 2023	5WI000229	GRIMES		NET 30	2 /4

Activity Description / Part Number	Part Description	Quantity	Charge	Total
Correctio	*Customer complaint of excessive steering play. When looking at other suspension issues it was found that both upper ball joints were bad causing play in steering.*			
			Activity Sub-total:	0.00
5. Diagnose Suspension Issue		27.50 HR	178.0000	4,895.00
Complaint	*Customer states that they have a "popping sound" coming from the right front while turning left hard.*			
Cause:	*Ball joints*			
Correctio	*Found that both upper ball joints were bad. Replaced upper ball joints, brake pads, rotors, seals, wheel hub covers. Burnished the brakes and test drove unit with no issues or noises.*			
2742031	SEALED BALL JOINT KIT	2.00 EA	650.8180	1,301.64
2488241	NUT, CASTLE, MACHINED	2.00 EA	19.4300	38.86
			Activity Sub-total:	6,235.50
6. Diagnose hard starting		0.25 HR	178.0000	44.50
Complaint	*Customer states that the truck starts hard at times and runs rough for 10-15 seconds afterwards. They are experiencing hesitation when leaving stops at times as well.*			
Cause:	.			
Correctio	*Unit would not duplicate problem in the shop. We tried starting unit cold and hot multiple times with no issues. Hooked laptop to unit with no codes. Cylinder test was preformed with no issues found.*			
			Activity Sub-total:	44.50
7. HVAC Fan		16.75 HR	178.0000	2,981.50
Complaint	*Customer states that the blower motor doesn't operate as it should. A/C not blowing cold*			
Cause:	*Load Shed. Bad lines and compressor.*			
Correctio	*Blower motor working as should. Believe that the unit had battery issues and HVAC is the first thing the unit load sheds to conserve power. We replaced the high side line due to it leaking from the compressor to the bulkhead on drivers side. We also found the compressor was faulty and not engaging. We replaced parts and filled with 5.25lbs of freon and verified proper operation.*			
2530791	HOSE ASSY,COMPRESSOR DISCHARGE	1.00 EA	162.0230	162.02
1857257	AC,RECEIVER DRYER,RED DOT	1.00 EA	73.3555	73.36
2711576	MUFFLER,DISCHARGE,A/C	1.00 EA	216.8620	216.86

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Activity Description / Part Number	Part Description	Quantity	Charge	Total
2353596-0003	SPLICER,WITH SERVICE PORT	1.00 EA	49.3145	49.31
2344911-0003	CLAMP,HOSE	10.00 EA	2.9392	29.39
2344911-0005	CLAMP,HOSE	10.00 EA	3.8860	38.86
2344917-0003	CAGE,HOSE	5.00 EA	5.8377	29.19
3545970	COMPRESSOR,AC,R134A QP31	1.00 EA	1,521.36	1,521.37
82-0418-0002	WASHER,FLAT,NYLON,MOLDED BLACK	5.00 EA	0.1015	0.51
82-0429-0100	SCREW,.25-20,PH PAN HD,BLKZN	1.00 EA	0.2900	0.29
82-2096-0063	SCREW,#10-24NC,PH,TRUSS HD,SS	7.00 EA	5.5680	38.98
1871787-0075	SCREW,#10-24,PH,PAN HD,M/S	9.00 EA	0.6960	6.26
			Activity Sub-total:	5,147.90
8. Paint (NOT COMPLETE)		0.00 HR	178.0000	0.00
Complaint	*Customer states that there is paint bubbling and corrosion on the rear panel of the truck.*			
Cause:	.			
Correctio	.			
			Activity Sub-total:	0.00
9. Coolant Leak		1.50 HR	178.0000	267.00
Complaint	*Coolant all over engine bay.*			
Cause:	*Coolant leaks.*			
Correctio	*Found multiple coolant leaks. Tightened all hose clamps and pressure tested unit again with no leaks.*			
			Activity Sub-total:	267.00
10 Disc Brakes		8.00 HR	178.0000	1,424.00
Complaint	*Found wore out brakes*			
Cause:	*Woe out brakes*			
Correctio	*Found that the pads were below 50% life and that the rotors were wore down at least 1/4" on either side. Replaced brake pads and rotors. Burnished brakes and test drove unit.*			

Repair Order Invoice

Reliant Fire Apparatus

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Slinger, WI 53086
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bryank@reliantfire.com

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Date	Invoice	A/C	Customer PO	Payment Term	Page
May 12, 2023	5WI000229	GRIMES		NET 30	4 /4

Activity Description / Part Number	Part Description	Quantity	Charge	Total
BXK218038	BRAKE PAD KIT	1.00 EA	279.9860	279.99
1237720	ROTOR, 22.5"	2.00 EA	652.8190	1,305.64
383-0164 IA	Oil Seal, Voyager, Steer Axle	2.00 EA	80.7660	161.53
300-4009	HUB CAP, STEER AXLE	2.00 EA	20.5660	41.13
			Activity Sub-total:	3,212.29
11 Door Handle		0.25 HR	178.0000	44.50
Complaint	*Driver rear crew cab door handle sticks and does not retract fully.*			
Cause:	*Handle*			
Correctio	*Replaced handle and verified proper operation.*			
2585507	HANDLE,CAB DR,LH,OS	1.00 EA	262.1745	262.17
			Activity Sub-total:	306.67

Technician GARRET-Garret
TRENT-Trent
PEYTON-Peyton

Authorized

Total Labor:	10,546.50
Total Parts:	5,934.80
Shop Supplies:	200.00
Expedite:	120.00
Shipping:	489.10
SubTotal:	17,290.40
INVOICE TOTAL:	17,290.40

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

Part Returns: Returns will be accepted within fourteen (14) days of the original invoice date and subject to a 10% restocking fee for non-fabricated or special order parts. Fabricated or special order parts sales are final and non-returnable. Restocking fee will be 10% of the invoice amount for the item being returned. Shipping/handling/freight/surcharges incurred will be the responsibility of the Purchaser and not refunded from the original invoice.

Signature:_____

CITY COUNCIL COMMUNICATION

Meeting Date: 05/23/23

AGENDA ITEM: Resolution Approving Personnel Transactions

BACKGROUND: The resolution authorizes names of individuals and their specific rates of pay to fill positions consistent with job descriptions and salary ranges previously approved and adopted by City Council, in the normal course of the HR Department's business.

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. 05-4223 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, Johnathan VanderEcken was hired as a Firefighter/EMT in the Johnston Grimes Metropolitan Fire Department at the rate of $19.37/hour.

Section 2. Pursuant to duly authorized job description and approved salary range by the City Council, Todd Triplett was hired as Seven Month Maintenance Worker in the Parks and Recreation Department at the rate of $20.00/hour.

Section 3. Pursuant to duly authorized job description and approved salary range by the City Council, Alfonso Flores was hired as a Street Technician in the Public Works Department at the rate $23.34/hour.

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 23rd day of May 2023.

_____

Mayor Scott Mikkelsen

ATTEST:

_____

Rochelle Williams, City Clerk

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

CITY COUNCIL COMMUNICATION
Meeting Date: 5/23/23

AGENDA ITEM: Resolution for Mayor's Letter of Support for the Census Count Question Resolution (CQR) Process.

BACKGROUND: The decennial census plays a vital role in providing accurate and reliable data for effective governance, planning, and resource allocation. The United States Census Bureau has introduced the Census CQR (CQR) process, which enables communities to ensure that their population and demographic information are accurately reflected. This process allows local jurisdictions to review and address any potential discrepancies or concerns regarding the accuracy of the decennial census data. By participating in this process, the City of Grimes can uphold the integrity of our community's census data, ensuring fair representation, appropriate federal funding, and informed decision-making.

City staff has reviewed the 2020 Census Housing Unit (HUs) counts by block and have estimated up to 287 HUs that may have been missed. Staff is compiling all Certificate of Occupancy's and other data to complete the CQR process. Staff would like to go through this process to help prepare for the Special Census. As part of this process, the Mayor needs to sign written correspondence specifying our case with a short summary.

BUDGETARY CONSIDERATIONS: None.

STRATEGIC PLANNING:
Prioritized: No

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

BOARD/COMMISSION ACTION(S):

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

RESPONSIBLE STAFF/CONTACT INFORMATION:
Greg Jameson, GIS Technician
gjameson@grimesiowa.gov
515-986-4050

Prepared by: Greg Jameson, GIS Technician
Return to: Greg Jameson, GIS Technician

RESOLUTION FOR MAYOR'S LETTER OF SUPPORT FOR THE CENSUS CQR PROCESS

Grimes Resolution No. 05-4323

WHEREAS, the City of Grimes recognizes the importance of accurate and reliable data for effective governance, planning, and resource allocation; and,

WHEREAS, the United States Census Bureau has initiated the Census Count Question Resolution (CQR) process, which provides an opportunity for local jurisdictions to review and address any potential discrepancies or concerns regarding the accuracy of the decennial census data; and

WHEREAS, participating in the Census CQR process allows the City of Grimes to ensure our community's population and demographic information are accurately reflected, enabling fair representation, appropriate federal funding, and informed decision-making; and,

WHEREAS, City Staff have identified possible areas with missing housing units or misappropriated units in our growth areas which will help smooth the process for the Special Census; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to sign a letter expressing the City's support for the Census CQR process 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 23rd day of May 2023, and approved by the Mayor on the 23rd day of May, 2023.

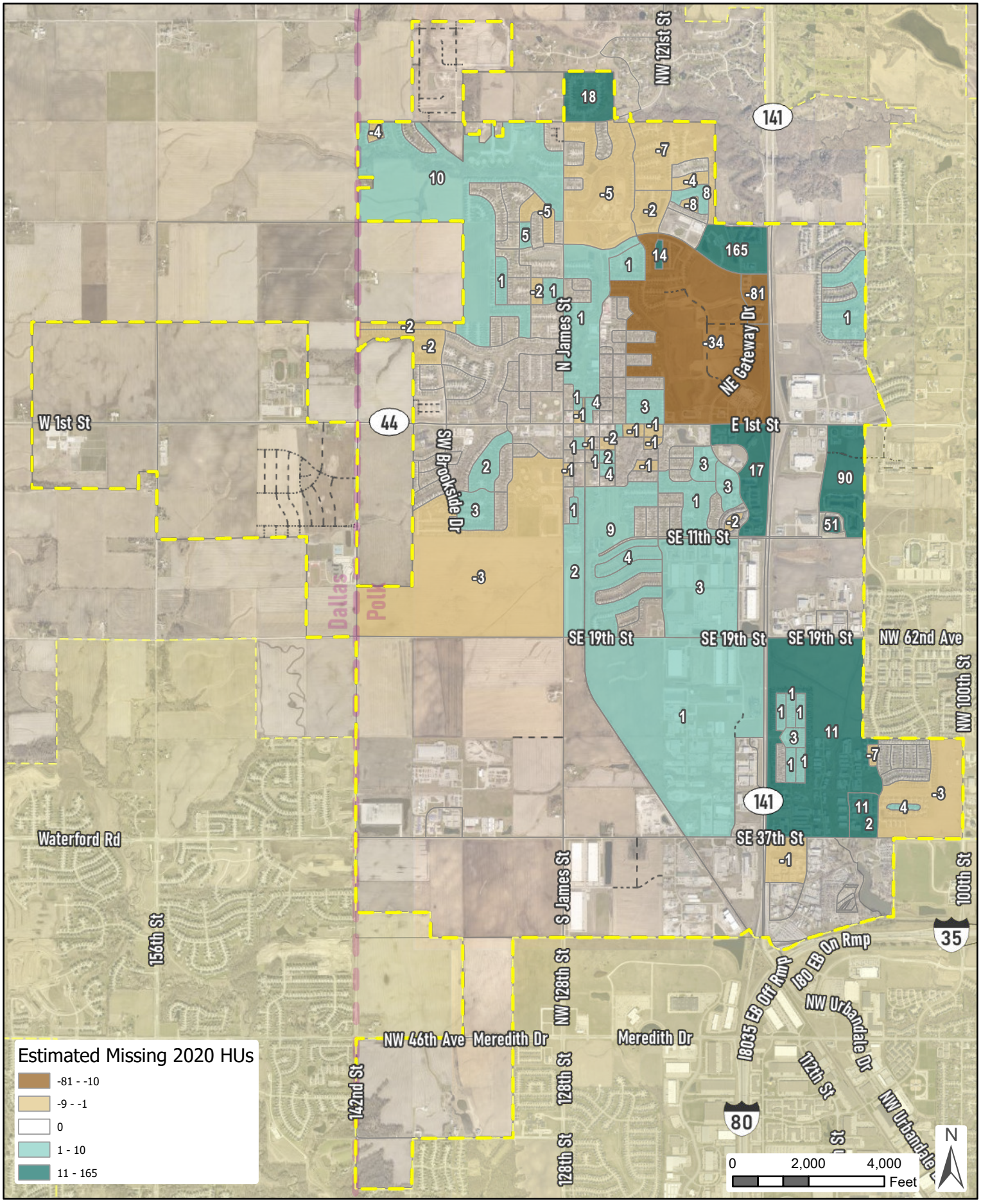
_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk



Estimated Missing Housing Units from 2020 Census

5/16/2023

CITY OF GRIMES

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

CITY COUNCIL COMMUNICATION
Meeting Date: 5/23/23

AGENDA ITEM: County Line Road Intersection Improvements – Project Acceptance

BACKGROUND: The actions that are in front of the council are to provide appropriate actions on any final change orders, final payments and retainage payments; receive and file the Certificate of Completion from the project engineer (Bolton and Menk, Inc.); and consider approval of a resolution officially accepting the project by the City of Grimes.

Absolute Concrete Construction, Inc. started this project in the Spring of 2021 and fully completed the project earlier this spring. There is a final change order, final payment to be made now, and a retainage payment to be made 30 days following project acceptance.

BUDGETARY CONSIDERATIONS: This project's final construction contract amount is $957,018.03 which is $23,143.47 less than the original construction contract amount.

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 recommends that the City Council approves the resolution accepting the project with Absolute Concrete Construction, Inc. in the final contract amount of $957,018.03.

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 ACCEPTING THE COUNTY LINE ROAD INTERSECTION IMPROVEMENTS" 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 05-4423

RESOLUTION ACCEPTING THE COUNTY LINE ROAD INTERSECTION IMPROVEMENTS

WHEREAS, on the **27th** day of **April**, **2021**, the Mayor and Clerk of the City of Grimes, Iowa, entered into a construction contract with **Absolute Concrete Construction, Inc. of Slater, Iowa**, for the construction of certain public improvements generally described as the County Line Road Intersection Improvements; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on **May 23, 2023**:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be **$957,018.03**, as shown in the report of the Engineer.

PASSED AND APPROVED this **23rd** day of **May**, **2023**.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

CERTIFICATE OF COMPLETION

County Line Road Intersection Improvements

Grimes, Iowa

May 23, 2023

This is to certify that the construction improvements on the ***County Line Road Intersection Improvements*** project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is ***$957,018.03***. I hereby recommend acceptance of the project.

Respectfully submitted,

Justin Ernst, P.E.
Project Manager
Bolton & Menk, Inc.
Iowa License Number 23753

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

CITY COUNCIL COMMUNICATION
Meeting Date: 5/23/23

AGENDA ITEM: Temporary Traffic Signal S James St. and S 19th St. – Foth Infrastructure and Environment, LLC Professional Services Agreement Amendment No. 1 for engineering construction services.

BACKGROUND: The Temporary Traffic Signal S James St. and S 19th St. project was recently bid and the construction contract awarded, which moved the project from the design phase to the construction phase. The PSA with Foth Infrastructure and Environment, LLC (Foth) was setup to add the engineering services required during construction after award of the construction contract. Foth will be providing the following engineering construction services: construction administration. Construction has already begun on this project and it should be completed by the end of June.

BUDGETARY CONSIDERATIONS: The total fee proposed for the construction engineering services is $4,500.00, which is about a 10% 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: Matt Ahrens, City Engineer
Return to: Matt Ahrens, City Engineer

ENGINEERING SERVICES AMENDMENT NO. 1

PROJECT NO. 22G040.01

THIS AMENDMENT, made and entered into this 23rd day of May, 2023 by and between**,** the **CITY OF GRIMES, IOWA,** hereinafter referred to as the "City", and **FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.,** hereinafter referred to as the "Engineer", for professional services in connection with the design of a temporary traffic signal at the intersection of S James St and S 19th Street in Grimes, Iowa including utility coordination, final design, and bidding services, hereby amends the original Agreement dated October 25, 2022 to include additional services associated with the following tasks:

II. LIMITED CONSTRUCTION PERIOD SERVICES

The Consultant shall provide the following Limited Construction Period Services regarding the Project:

A. CONSTRUCTION ADMINISTRATION

The Construction Administration Services shall consist of office-based services to assist the City in implementing the construction contract for this project. The work tasks to be performed by the Consultant shall include:

A.1. Pre-Construction Meeting
The Consultant shall attend a preconstruction meeting with contractors, suppliers, utility companies and City staff. Consultant will prepare and distribute minutes of meeting. It is anticipated that the City will perform construction administration and daily observation services.

A.2. Shop Drawings
The Consultant shall review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the contract documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.

A.3. Site Visits
The Consultant shall make three (3) site visits to inspect key stages of the construction process: initial equipment and material layout, major equipment installation, and traffic signal turn on that will include a final punch list.

A.4. Change Orders
The Consultant shall issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required. Review of pedestrian crossing locations and pedestrian ramps for compliance with accepted regulations.

A.5. Pay Requests
The Consultant shall determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information, and belief, quality of such work is generally in accordance with the Plans. In the

case of unit-price work, the Consultant's recommendation of payment will include final determinations of the quantities and classifications of such work.

In consideration for these services, the City agrees to increase the compensation for services performed by the Consultant. These fees are based on the standard hourly rates of the Consultant's personnel engaged in the performance of the services, plus direct out-of-pocket costs for expenses incurred by personnel who are engaged in the work and other direct costs. The total Hourly Not-to-Exceed fees for the professional engineering services as described in this amendment are as follows:

II. Limited Construction Period Services

A. Construction Administration	$	4,500.00
Total	$	4,500.00

THIS AMENDMENT is subject to all provisions of the original Agreement.

THIS AMENDMENT, together with the original Agreement represents the entire and integrated AGREEMENT between the City and Engineer.

THIS AMENDMENT executed the day and year written above.

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.

By: _____

Molly D. Long, Iowa Market Lead

CITY OF GRIMES, IOWA

By: _____

_____

WITNESS

By: _____

Josh DeBower, Local Market Lead

ATTEST

By: _____

_____

RESOLUTION TO AMEND CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No. 05-4523

WHEREAS, the City of Grimes (Grimes) entered into a Professional Services Agreement (PSA) with Foth Infrastructure and Environment, LLC (Foth) for consulting services for the Temporary Traffic Signal S James St. and S 19th St. on October 25, 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; and

WHEREAS, Foth has proposed the attached PSA Amendment No. 1 with a scope of work to be supplied by Foth and compensation to be paid by Grimes for their additional consulting services related to the Temporary Traffic Signal S James St. and S 19th St.; 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 Foth 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 23rd day of May 2023, and approved by the Mayor on the 23rd day of May, 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: 5/23/23

AGENDA ITEM: Glenstone Multi-Golf Course East Parking Lot – Kirkham Michael & Associates, Inc., Professional Services Agreement.

BACKGROUND: The City of Grimes has identified the need for engineering services to design an east parking lot for the proposed Glenstone Multi-Golf Course. The project will include a new concrete parking lot located at the east end of the Glenstone Multi-Golf Course with access off NW 100th Street.

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

Staff selected Kirkham Michael & Associates due to their expertise in transportation and parking lot design. They have not worked on public projects in Grimes before, but staff has worked with them before and feels comfortable working with them on this project.

BUDGETARY CONSIDERATIONS: The total fee proposed for the engineering services is a not to exceed amount of $9,900.00 based off hourly rates and fixed expenses. This project will be funded through a Parks line item in the CIP.

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

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

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

Prepared by: Matt Ahrens, City Engineer
Return to: Matt Ahrens, City Engineer

RESOLUTION TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No.05-4623

WHEREAS, the City of Grimes (Grimes) desires to construct an east parking lot at the proposed Glenstone Multi-Golf Course; and,

WHEREAS, the engineering firm of Kirkham Michael & Associates, Inc. (Engineer), has substantial experience in parking lot design, and is qualified to provide survey, preliminary design and final design services;

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

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

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 23rd day of May 2023, and approved by the Mayor on the 23rd day of May, 2023.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

GLENSTONE MULTI-GOLF COURSE
EAST PARKING LOT

This Agreement is made and entered into this 23rd day of May, 2023, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and Kirkham, Michael & Associates, Inc., party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

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

2. SCHEDULE

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

3. COMPENSATION

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

      I. Basic Services of the Consultant

a.	Survey	$ 1,700.00
b.	Preliminary Design	$ 4,100.00
c.	Final Design	$ 4,100.00
	Total	$ 9,900.00

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

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

4. INSURANCE

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

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

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

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

E. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its consultants, agents and subcontractors who perform work and/or services pursuant to the

provisions of this Agreement to meet the same insurance requirements as are required of the Consultant.

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

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

5. NOTICE

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

FOR THE CITY:	FOR THE CONSULTANT:
Name: City of Grimes	Name: Kirkham, Michael & Associates, Inc.
Attn: Matt Ahrens, P.E.	Attn: Scott Almeida, P.E.
Title: City Engineer	Title: Vice President, Engineering Manager
Address: 410 SE Main Street, #102	Address: 4390 114th Street
City, State: Grimes, IA 50111	City, State: Urbandale, IA 50322

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect

nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount

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

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

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

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

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

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

E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the

Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

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

20. SEVERABILITY

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

21. DISPUTE RESOLUTION

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

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

22. MISCELLANEOUS HEADINGS

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

23. FURTHER ASSURANCES

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

24. COUNTERPARTS

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

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

CONSULTANT

BY: _____

Name: Scott Almeida, P.E.

Title: Vice President

CITY OF GRIMES

BY: _____

Scott Mikkelsen, Mayor

ATTEST

_____

Name: _____

Title: _____

ATTACHMENT 1 - SCOPE OF SERVICES

Project Scope

The City of Grimes would like to add a new parking lot on the east end of the new Glenstone Multi-Golf Course. The small parking lot will be located off NW 100th Street.

Engineering Services to be Provided

The scope of services to be performed shall be completed in accordance with generally accepted standards of practice and shall include the services and supplies to complete the following tasks:

I. **DESIGN ENGINEERING SERVICES**

A. **Topographic Survey** –Survey of the project area is required to identify all grades, objects, obstructions, and utilities. An Iowa One-Call will be submitted to obtain maps and field locates of any existing utilities.

B. **Coordination of Road Widening** – The engineer will coordinate with the City of Grimes and the City of Johnston regarding the future widening of NW 100th Street and will incorporate any future designs into the parking lot and entrance layout.

C. **Site Grading** – A detailed site grading plan will be developed in coordination with the Owner to ensure that all project surfaces match into existing features.

D. **Site Drainage** –KM will design new grading for the immediate project areas to try and avoid storm water ponding. Coordination with future widening of NW 100th Street will be required to avoid ponding.

E. **Sanitary Sewer Design** – None anticipated in this project.

F. **Water Main Design** – None anticipated in this project.

G. **Fiber/Electric Conduit Design** – None anticipated in this project.

J. **Site Paving** – KM will design a new PCC parking lot matching the size and parking stall requirements requested by the Owner. The parking lot and associated sidewalks will meet ADA requirements.

K. **Preliminary Plans & Cost Estimate** – KM will submit preliminary design documents to the Owner for their review and comment.

L. **Final Plans & Cost Estimate** – KM will submit final design documents to the Owner for their review and comment.

M. **Meetings**– KM will attend two meetings.

N. **Specifications**– KM will provide specifications covering the civil engineering portion of the construction project.

O. **Bidding Services** – KM will provide assistance during the bid process, including attending pre-bid meeting, answering questions during the bid process, writing any required addendums, and attending the bid opening.

II. CONSTRUCTION ADMINISTRATION SERVICES

Not included in this agreement.

III. CONSTRUCTION STAKING SERVICES

Not included in this agreement.

ATTACHMENT 2 - PROJECT SCHEDULE

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

Council Approval:	June 2023
Topographic Survey:	June 15, 2023
Preliminary Design Completion:	July 15, 2023
Final Design Completion:	September 1, 2023

ATTACHMENT 3 - SCHEDULE OF FEES

CONSULTANT'S CURRENT STANDARD HOURLY RATE SCHEDULE

Kirkham Michael (Iowa) 2023 Billing Rate Schedule by Classification	
KM Classification	**2023 Billing Rate**
Principal / Operations Manager	$245.00
Engineering Manager	$225.00
Principal Engineer	$195.00
Senior Scientist / NEPA Specialist	$160.00
Senior Engineer	$170.00
Associate Engineer	$160.00
Engineering Intern 1	$115.00
Engineering Intern 2	$125.00
Engineering Intern 3	$135.00
Design Manager	$155.00
Design Technician	$100.00
CADD Technician	$100.00
Licensed Surveyor	$245.00
Senior Project Surveyor	$150.00
Project Surveyor	$130.00
Survey Crew Chief	$120.00
Construction Engineer	$160.00
Construction Manager	$150.00
Senior Construction Observer	$105.00
Assistant Construction Observer / Technician	$95.00
Administrative	$95.00

Rates are subject to increase on January 1, 2024

REIMBURSABLE EXPENSES

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

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

CITY COUNCIL COMMUNICATION
Meeting Date: 5/23/23

AGENDA ITEM: NW 8th Street and NE Park Drive Speed Studies – Foth Infrastructure and Environment, LLC, Professional Services Agreement.

BACKGROUND: The City of Grimes has identified the need for traffic engineering services to conduct speed studies on portions of NW 8th Street and NE Park Drive. The project will include a speed analysis of NW 8th Street from NW Brookside Drive to NW County Line Road and NE Park Drive from NE Beaverbrooke Boulevard to NE 27th Street.

The schedule for this project is to collect field data mid-May while school is still in session and have a technical memo delivered by the end of June.

Staff selected Foth due to their expertise in traffic engineering. They have also worked on the James Street Corridor Study and performed a similar speed analysis of NW 8th St. from N James St. to NE Brookside Dr. Staff has been pleased with their past work and feel very comfortable working with them.

BUDGETARY CONSIDERATIONS: The total fee proposed for the engineering services is a not to exceed amount of $19,600.00 based off hourly rates and fixed expenses. This project will be funded through a budget line item for streets.

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

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

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

Prepared by: Matt Ahrens, City Engineer
Return to: Matt Ahrens, City Engineer

RESOLUTION TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No.05-5123

WHEREAS, the City of Grimes (Grimes) desires to perform speed studies on portions of NW 8th Street and NE Park Drive; and,

WHEREAS, the engineering firm of Foth Infrastructure and Environment, LLC (Engineer), has substantial experience in traffic engineering, and is qualified to provide speed study services;

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

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

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 23rd day of May 2023, and approved by the Mayor on the 23rd day of May, 2023.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

NW 8TH STREET AND NE PARK DRIVE SPEED STUDIES

This Agreement is made and entered into this 23RD day of May 2023, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC, (Fed. I.D. #20-5814224), party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

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

2. SCHEDULE

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

3. COMPENSATION

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

      I. Basic Services of the Consultant

a. NE Park Drive Speed Study	$ 9,800.00
b. NW 8th Street Speed Study	$ 9,800.00
Total	$ 19,600.00

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

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

furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

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

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

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

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

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

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

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

5. NOTICE

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

FOR THE CITY:		FOR THE CONSULTANT:	
Name:	City of Grimes	Name:	Foth Infrastructure and Environment, LLC
Attn:	Matt Ahrens, P.E.	Attn:	Molly Long, P.E.
Title:	City Engineer	Title:	Iowa Market Lead
Address:	410 SE Main Street, #102	Address:	8191 Birchwood Court, Suite L
City, State:	Grimes, IA 50111	City, State:	Johnson, Iowa 50131

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

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

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

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

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

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

19. TAXES

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

20. SEVERABILITY

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

21. DISPUTE RESOLUTION

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

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

22. MISCELLANEOUS HEADINGS

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

23. FURTHER ASSURANCES

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

24. COUNTERPARTS

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

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

CONSULTANT	CITY OF GRIMES
BY: _____	BY: _____
Name: Molly Long, PE	Scott Mikkelsen, Mayor
Title: Iowa Market Lead	
WITNESS	ATTEST
_____	_____
Name: Josh DeBower, PE	Name: _____
Title: Local Market Lead	Title: _____

ATTACHMENT 1 - SCOPE OF SERVICES

I. BASIC SERVICES OF THE CONSULTANT

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The NW 8th Street and NE Park Drive Speed Studies (Project No. 23G020.01) is generally described as follows:

The analysis and memorandum for two streets: NW 8th Street and NE Park Drive in Grimes, Polk County, IA.

This scope of services is based on the following project assumptions:

- Speed data will be collected in two locations along NE Park Drive, one towards NE Beaverbrooke Drive on the south end and one towards NE 27th Street on the north end.
- Speed data will be collected in two locations along NW 8th Street, one towards County Line Road on the west end, and one towards NW Brookside Drive on the east end.
- DCG High School's last day for seniors is May 19. Data collection must be completed before this date.

The scope of services to be performed by the Consultant shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

A. NW 8th Street and NE Park Drive Speed Studies

The Consultant shall perform a speed study on NE Park Drive from NE Beaverbrook Dr to NE 27th Street and on NW 8th Street from NW Brookside Drive to County Line Road.

1. Project Coordination

Project Management

The project manager will be responsible for the development and tracking of the project plan for the project development. This includes task identification, staff scheduling and coordination, project communications, monthly progress reporting and invoicing, and other important elements of the project. The project duration is assumed to be approximately six (6) weeks.

Project Review Meetings

Maintain communications with the project development team and various other designated representatives. The project development team will include the City of Grimes, and the project Consultant. Meet to review progress and to discuss specific elements of the project feasibility. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite recommendation development. Prepare minutes of meetings and keep documentation of other communications. For budget purposes, it is assumed one (1) meeting will be attended by two (2) staff members of the Consultant.

2. Data Collection

Field Review

A Field Review will be held with the City and the Consultant, if needed, to discuss key issues, and design concepts. The review will determine current vehicular and pedestrian traffic patterns, current road configurations, and overall site conditions.

Speed & Traffic Count Data

The Consultant will use radar units to collect speed and daily traffic count data along NE Park Drive at two (2) locations, the north end and south end of the corridor. The same units will collect speed and daily traffic on NW 8th Street at two (2) locations, the east end and west end of the corridor. The Consultant will process the data, provide a summary, and provide electronic copies to the City.

3. Speed Study Technical Memorandum

This task consists of preparation of two separate reports for the study corridors. The primary focus will be on vehicular and pedestrian circulation patterns along the corridor. The recommendations will focus on the speed profiles of NW 8th Street and NE Park Drive corridors. Additional areas of interest that need investigation after the initial speed reports' findings are completed will require an amendment for additional engineering services.

Memorandum Outline and Section Elements

Each technical memorandum (one for NW 8th Street and one for NE Park Dr) submitted to the City of Grimes shall contain each of the following elements:

a. Certification a statement indicating that the study has been prepared by, or under, the supervision of an Iowa professionally registered engineer, and the preparer's signature and registration seal.
b. Introduction
c. Existing Traffic Volumes
d. Speed Analysis
e. Pedestrian Crossings
f. Conclusions/Recommendations

The introduction section shall contain the following: project description, study area boundaries and land use, and existing intersection/roadway configurations.

Existing Traffic Counts section: The Consultant will summarize counts as listed in section A.1 Data Collection.

Speed Analysis section: The Consultant will analyze the speed data collected for the average, 50th percentile and 85th percentile speeds. These values will be compared with the 5 mph over the posted speed limit rule-of-thumb. All information will be summarized.

Pedestrian Crossings: The Consultant will review of pedestrian crossing locations and pedestrian ramps for compliance with accepted regulations, and present details about pedestrian crossing treatments including the pros and cons of each. Information gathered on pedestrian crossing locations, vehicle speed and volume, and circulation patterns will be the basis of the treatment comparison.

Conclusions/Recommendations: The Consultant will identify and provide a detailed, written list of recommended mitigation measures to address the study corridor speeds and pedestrian crossings.

Electronic copies in PDF format of both memorandums will be provided to the City of Grimes.

ATTACHMENT 2 - PROJECT SCHEDULE

The time of completion of the design and engineering services under this Agreement shall be as follows:

I. Basic Services of the Consultant

Anticipated Contract Approval	May 23, 2023
Data Collection	May 2023 (before May 19)
Technical Memorandum	June 30, 2023

ATTACHMENT 3 - SCHEDULE OF FEES

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC

2023 STANDARD HOURLY RATE SCHEDULE

CLASSIFICATION	HOURLY RATE
Principal	$240 - $250
Project Manager	$180 - $240
Project Engineer	$154 - $240
Staff Engineer	$127 - $157
Planner	$127 - $207
Project Scientist	$127 - $167
Technician	$85 -$175
Construction Manager	$132 - $182
Land Surveyor	$145 - $205
Project Administrator	$82 - $102
Administrative Assistant	$62

REIMBURSABLE EXPENSES

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

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2021. Rates subject to change annually on January 1.

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 06/13/2023

AGENDA ITEM: Home Base Grimes, Iowa 4th of July Fireworks Display

BACKGROUND: Grimes is proud to have the designation as a Home Base Iowa community. We value the men and women who have served, those who continue to serve, and those who will serve in the future.

The Home Base Grimes, Iowa 4th of July Fireworks Show is organized by Grimes Chamber & Economic Development (GCED) as both a way to honor veterans, but also to celebrate our Nation's Independence Day. While GCED is honored to organize the event, the event is in fact a collaboration with the City of Grimes, which reimburses GCED for the cost of fireworks.

Grimes Chamber & Economic Development cordially requests permission from the City of Grimes to host the Home Base Grimes, Iowa 4th of July Fireworks Display at the South Sports Complex on the evening of Tuesday, July 4th, 2023, dusk.

Should for any reason the event needs to be rescheduled, GCED would coordinate with the City of Grimes, including the Johnston-Grimes Metropolitan Fire Department to identify an alternative date to reschedule the event.

Grimes Chamber and 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 _____
*More Beautiful/Vibrant Community _____

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION: Brian Buethe, GCED, 515-577-3370

Prepared by:_____
Return to:_____

RESOLUTION 05-4723

WHEREAS, the City of Grimes, Iowa is proud to provide an annual fireworks show in celebration of our Nation's Independence Day; and

WHEREAS, the Home Base Grimes, Iowa 4th of July Fireworks Display is intended to honor area veterans in addition to celebrating our Country's freedoms; and

WHEREAS, the celebration will feature a fireworks display from a licensed and insured, professional fireworks display company; and

Now, therefore, be it resolved that the City of Grimes, Iowa hereby approves the use of the South Sports Complex on the evening of July 4, 2023, for the purposes of presenting the Home Base Grimes, Iowa 4th of July Fireworks Display.

PASSED and APPROVED THIS 23rd day of May 2023.

_____

Scott Mikkelsen, Mayor

ATTEST;

_____

Rochelle Williams, City Clerk

PERMIT FOR SUPERVISED DISPLAY OF FIREWORKS

Date of Issue: _____ Permit # _____

Permit Holder: _____

_____

_____

is hereby granted to permission to conduct a public fireworks display of fireworks on the _____ day of _____ 20__, at approximately ____ p.m. at _____.
(City) (Village / Unincorporated Area) (County)

_____ is found to be a competent individual and is hereby designated as the sponsor of said event. Fireworks will be ignited by employees of Night Magic Displays d/b/a Pyro Magic Displays, La Porte IN.

_____
Issuing Officer

This permit is **NON TRANSFERABLE** and must be in the possession of display sponsor. Submit copy via fax to 574.272.6042 or email to magicpyro@aol.com

Night Magic Displays
3999 Hupp Road, Building R-3-1
La Porte, IN 46350

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/15/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 216-658-7100 **FAX (A/C, No):** 216-658-7101 **E-MAIL ADDRESS:** info@brittongallagher.com
INSURED 2321 Miand Inc. dba Night Magic Displays 3999 E. Hupp Rd, Building R-3-1 La Porte IN 46350	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Everest Indemnity Insurance Co. 10851 **INSURER B :** Everest Denali Insurance Company 16044 **INSURER C :** Liberty Mutual Insurance Co **INSURER D :** Liberty Mutual Insurance Co 25035 **INSURER E :** Axis Surplus Ins Company 26620 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 847734792 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	Y	Y	SI8GL01460-231	2/4/2023	2/4/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			SI8CA00186-231	2/4/2023	2/4/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
E	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	P-001-000243093-04	2/4/2023	2/4/2024	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
C D D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC539S-714654-012 WC5-34S-524913-031 WC5-34S-311836-052	2/4/2023 2/4/2023 2/4/2023	2/4/2024 2/4/2024 2/4/2024	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Excess Liability #2	Y	Y	SI8EX01319-231	2/4/2023	2/4/2024	Each Occ/ Aggregate Total Limits	$5,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
The City of Grimes and the Grimes Chamber and Economic Development are named as additional insured with respect to the July 4, 2023 fireworks display in Grimes Iowa.

CERTIFICATE HOLDER

Grimes Chamber & Economic Development
404 SE 2nd St Suite 200
Grimes IA 50111

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CITY OF GRIMES

RESOLUTION # 05- 4823

Resolution Approving Fiscal Year 2022-2023 Transfers

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

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

WHEREAS, the Finance Director recommends the following fiscal year 2022-2023 transfers;

NOW THEREFORE, **BE IT HEREBY RESOLVED**, by the City Council of the City of Grimes, Iowa, dated May 23, 2023, that:

The Finance Director is directed to transfer the items on the attached transfer list.

Passed and approved this 23rd day of May, 2023.

_____ _____

Scott Mikkelsen, Mayor Date

Attest:

_____ _____

Rochelle Williams, City Clerk Date

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date:05/23/2023

AGENDA ITEM: Resolution #05- Approving Fiscal Year 2022-2023 Transfers

BACKGROUND: Council approved the FY 2022-2023 budget, which did include transfers between funds. This resolution addresses the FY23 transfers from the general fund for the second 1/2 Library, employee benefits, equipment, and the solid waste enterprise funding. Transfers are also needed for the SRF debt payments in the water and sewer enterprise funds, and from the TIF fund to the debt service fund for GO bond payments. The city will also transfer from the TIF fund to the general fund for the reimbursement of the FY22 Admin Support program costs. Transfers will be made from the local option sales tax fund to the splashpad, trail extension, and Fire Station projects, in addition to, the general fund for tax reduction, and the debt service fund to pay the yearly library debt payment. The city will make multiple transfers between capital projects to close out completed projects and move funds into additional open projects.

BUDGETARY CONSIDERATIONS: Total transfer amount $20,311,335.80

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 approved the FY2022-2023 budget on March 22, 2022 and the first ½ year transfers on October 25, 2022.

STAFF RECOMMENDATION: Staff recommends approval.

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

Prepared by: Marcia Woodke
Return to: Marcia Woodke

From/Out	Exhibit A Transfers FY23 To/In	Amount	Amount	
310-910-6910		$ 200,000.00		Transfer out GO bond funds for property -Fire Station
	378-910-4830		$ 200,000.00	Transfer in from #310-Fire station GO bond funds
121-910-6910		$ 800,000.00		Transfer to Splashpad & Hwy 44 Trail
	348-910-4830		$ 400,000.00	Transfer to Splashpad from LOST
	377-910-4830		$ 400,000.00	Transfer from LOST to Trail Ext
001-910-6910		$ 30,000.00		Transfer from General to equipment revolving
	399-910-4830		$ 30,000.00	Transfer in from General fund
001-910-6910		$ 438,522.00		Transfer to Second 1/2 Library Funding
	002-910-4830		$ 438,522.00	Transfer in from General reserves
001-910-6910		$ 1,001,922.00		Transfer to T & A -LOST for employee benefits
	112-910-4830		$ 1,001,922.00	Transfer from General/LOST to T & A
001-910-6910		$ 168,605.00		Transfer to Solid Waste
	670-910-4830		$ 168,605.00	Transfer from General
121-910-6910		$ 1,000,000.00		Transfer to Fire Station Project
	378-910-4830		$ 1,000,000.00	Transfer from LOST
121-910-6910		$ 1,354,853.00		Transfer from LOST to General-tax reduction
	001-910-4830		$ 1,354,853.00	Transfer to General from LOST
125-910-6911		$ 452,221.00		Transfer from TIF to General for Admin Advance
	001-910-4831		$ 452,221.00	Transfer from TIF to General for Admin Advance
121-910-6910		$ 253,750.00		Transfer from LOST for 2021B debt
	200-910-4830		$ 253,750.00	Transfer into debt from LOST
125-910-6911		$ 2,417,140.00		Transfer from TIF for Debt Payments
	200-910-4831		$ 2,417,140.00	Transfer in from TIF for Debt
610-910-6910		$ 536,584.00		Transfer from sewer for Debt payments
	611-910-4830		$ 536,584.00	Transfer in for SRF debt payments
610-910-6910		$ 288,510.00		Transfer from Sewer for WRA project #3
	363-910-4830		$ 288,510.00	Transfer in from Sewer- city portion of costs
610-910-6910		$ 1,000,000.00		Transfer from sewer to hauling compliance project
	384-815-4830		$ 1,000,000.00	Transfer from sewer for hauling compliance
600-910-6910		$ 2,060,261.00		Transfer from Water to Sinking Fund for Debt
	602-910-4830		$ 2,060,261.00	Transfer in from Water for Debt payments
610-910-6910		$ 536,584.00		Transfer to Sewer Sinking Fund for Debt
	611-910-4830		$ 536,584.00	Transfer from sewer for Debt payments
002-410-6910		$ 54,058.00		Transfer from Library to ERP for ILS future purchase
	399-910-4830		$ 54,058.00	Transfer in from Library for ILS future purchase
333-910-6910		$ 1,600,000.00		Transfer to WRA project #3
	363-910-4830		$ 1,600,000.00	Transfer in from unused project account #333
309-910-6910		$ 2,525,853.00		Transfer to splashpad project
	348-910-4830		$ 2,525,853.00	Transfer from Parks capital projects
309-910-6910		$ 349,257.41		Transfer to North Sports complex parking lot project
	347-910-4830		$ 349,257.41	Transfer from Parks capital projects
319-910-6910		$ 165,256.00		Transfer out to Parks capital projects from Kennybrooke
	309-910-4830		$ 165,256.00	Transfer to Parks capital-project complete
325-910-6910		$ 50,000.00		Transfer from SE37 & Hwy 141
	366-910-4830		$ 50,000.00	Transfer to Jacob St overlay

351-910-6910		$ 663,717.35		Transfer to Trail Ridge reconstruction
	376-910-4830		$ 663,717.35	Transfer from 37th St Improvements
354-910-6910		$ 750,000.00		Transfer to projects #366 & #376
	366-910-4830		$ 478,379.00	Transfer from Annual PCC patching
	376-910-4830		$ 271,621.00	Transfer from Annual PCC patching
360-910-6910		$ 356,768.84		Move to Water project
	374-910-4830		$ 356,768.84	Move from 19th St Water Main
329-910-6910		$ 153,736.40		Move to 19th St sewer
	331-910-4830		$ 153,736.40	Move from NW territory lift station
334-910-6910		$ 213,124.98		Project closed-transfer to other projects
	308-910-4830		$ 96,863.71	Transfer from Hwy 44 & Co Line Road
	314-910-4830		$ 94,883.62	Transfer from Hwy 44 & Co Line Road
	339-910-4830		$ 21,377.65	Transfer from Hwy 44 & Co Line Road
740-910-6910		$ 271,000.00		Transfer to splashpad project
	348-910-4830		$ 271,000.00	Transfer from Storm Water
330-910-6910		$ 67,181.75		Transfer to Equipment
	399-910-4830		$ 67,181.75	Transfer from GIS mapping
336-910-6910		$ 85,937.08		Project closed-transfer to other projects
	343-910-4830		$ 22,122.18	Transfer from SE 11th RR & James
	369-910-4830		$ 63,814.90	Transfer from SE 11th RR & James
344-910-6910		$ 76,995.60		Transfer to projects
	373-910-4830		$ 76,995.60	Transfer from closed project
346-910-6910		$ 91,180.45		Project closed-transfer to other projects
	377-910-4830		$ 91,180.45	Transfer from Hwy 44 Trail Ext
352-910-6910		$ 69,639.33		Project closed-transfer to other projects
	376-910-4830		$ 69,639.33	Transfer from Trl Ridge water main project
357-910-6910		$ 31,718.46		Project closed-transfer to other projects
	309-910-4830		$ 31,718.46	Transfer from South Complex Irrigation project
359-910-6910		$ 91,587.25		Project closed-transfer to other projects
	374-910-4830		$ 91,587.25	Transfer from Emergency Water Main project
368-910-6910		$ 105,371.90		Project closed-transfer to other projects
	376-910-4830		$ 105,371.90	Transfer from Trl Ridge & Beaver Water Main project
Total		$ 20,311,335.80	$ 20,311,335.80	

CITY COUNCIL COMMUNICATION
Meeting Date: 05/23/2023

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.

The purchase of SportaFlex portable fencing will be essential in utilizing multiple fields at one time at the new GrimesPlex. This product will be vital to ease of use from an operational standpoint as well as a professional and clean look at the complex. SportaFlex fencing is highly recommended from Sports Facility Companies, the cities advisor for GrimesPlex. The fencing will also utilize the best product for safety and dependability for the athletes and participants.

Victory Mounds portable pitching mounds are a vital part in making sure that GrimesPlex offers the highest standard of pitching mounds for baseball games being played. Per national and state rules two different heights are required for little league and high school level games. This order would cover the different heights ensuring GrimesPlex maximizes its size and capability for many different age groups and organizations around the state and the Midwest.

Portolite softball pitching lane purchase would be an essential part in maintaining the longevity of the GrimesPlex and offering a safe and aesthetically pleasing pitching area for all athletes. This high-end pitching lane will not move and hold up longer over time than the artificial turf being used at the GrimesPlex.

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 SportaFlex portable fencing would be purchased for $107,939.50 utilizing the sole source method.
- The Victory Mounds portable pitching mounds would be purchased for $72,780.00 utilizing the (3) bid process.
- The Portolite softball pitching lanes would be purchased for $21,122.00

STRATEGIC PLANNING:
Prioritized __X__YES _____NO

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

BOARD/COMMISSION ACTION(S): Approved equipment purchases in the FY23 budget.

STAFF RECOMMENDATION: Approval

RESPONSIBLE STAFF/CONTACT INFORMATION: Brian Becker

Prepared by: Alex Miller_____
Return to: Brian Becker_____

RESOLUTION APPROVING EQUIPMENT TRANSACTIONS PURSUANT TO FY23 BUDGET

Grimes Resolution No.05-5023

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**
SportsFlex Portable fencing	Grimes Plex Pods 1-3	$107,939.50
Victory Mounds Mounds	GrimesPlex	$72,780.00
Portolite Softball Lane	GrimesPlex	$21,122.00
		$
		$
TOTAL		$

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 23rd day of May, 2023.

_____
Mayor Scott Mikkelsen

ATTEST:

_____
Rochelle Williams, City Clerk

INVOICE

ECO WORKS SUPPLY
PO BOX 1226
BURNSVILLE, MN 55337

Date	Invoice #
5/16/2023	143

Bill To	Ship To
amiller@grimesiowa.gov	ALEX MLLER 1700 SE DESTINATION DR GRIMES, IA 50111

Terms	Rep	Ship	Via	Ordered By
Due on receipt	GEOFF	5/31/2023	Ground	A MILLER

Quantity	Item Code	Description	Price Each	Amount
18	PORTOLITE PRDS	PAISLEY'S SIGNATURE SPIKED MAT 11' X 3' WITH LANE LINES IN CLAY COLOR	1,129.00	20,322.00
	0002	SHIPPING & HANDLING ESTIMATE	800.00	800.00
		REVISED INVOICE		

Phone #	Fax #	E-mail
612-868-9615	952-890-7274	donnamdaniel@msn.com

PLEASE REMIT TO:PO BOX 1226, BURNSVILLE, MN 55337
THANKS FOR YOUR BUSINESS!

Sales Tax (0.0%)	$0.00
Total	$21,122.00
Payments Applied	$0.00
Balance Due	$21,122.00

Sportaflex, LLC
1042 N Higley Rd #102-410
Mesa, AZ 85205
+1 8005113596
sales@sportaflex.com

Estimate

ADDRESS
Alex Miller
City of Grimes

SHIP TO
1000 NE Heritage Dr
Grimes, IA 50111

ESTIMATE 23299
DATE 05/01/2023
EXPIRATION DATE 06/30/2023

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
1114-2	Sportaflex Premier 4.5' Spring Frame	250	171.25	42,812.50
4004-2	Mesh Panel Debris Net 4 ft.	250	55.00	13,750.00
1310-5	Steel SPRING Baseplate for Premier Fence- FOR USE WITH SPRINGS. for use on turf or other areas where surface penetration is prohibited 38 lb. Steel with dual 1 1/4" cups and carrying Handle (Please note: Supplemental Sand bags may be required in Windy Conditions)	259	137.50	35,612.50
1320-3	Steel Spring For Baseplate, Post Anchor or Base Anchor	518	35.00	18,130.00
3001-2	Foul Poles 8 ft.-Pair - Eight Foot Foul Poles PVC with associated Ground Anchor, sleeve and Cap	6	255.75	1,534.50
Shipping Quote	Shipping Quote - Finalized once delivery is shipped and supplment invoice could be sent thereafter.	1	3,100.00	3,100.00
Discount	Multi-field discount	1	-7,000.00	-7,000.00

This quote is valid for 30 days.

TOTAL **$107,939.50**

Accepted By

Accepted Date

VICTORY MOUNDS INC
6750 Westown Pkwy Ste 200-322
West Des Moines, IA 50266
515-238-3776
info@victorymounds.com
www.victorymounds.com

VICTORY MOUNDS
FOR THE WIN

ADDRESS
Alex Miller
City of Grimes

SHIP TO
Alex Miller
City of Grimes

Estimate 1357

DATE 04/28/2023

EXPIRATION DATE 05/05/2023

SHIP VIA
Victory Mounds

TRACKING NO.
NA

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Game Mounds	VM-6. 6" Portable Game Mound Tan Turf	18	3,195.00	57,510.00
	Discount	Discount on VM-6's	18	-650.00	-11,700.00
	Game Mounds	VM-10. 10" Portable Game Mound Tan Turf	6	4,195.00	25,170.00
	Discount	Discount on VM-10's	6	-700.00	-4,200.00
	Field Equipment	Spyder Turf Bases Set of 3 White with 1 Orange base per set	18	325.00	5,850.00
	Shipping	Shipping Bases to Grimes, IA 50111	1	150.00	150.00
	Shipping	Free Shipping on Mounds to Grimes Iowa	1	0.00	0.00

Thanks for your interest in Victory Mounds!

Call Mike or Craig with any questions:

Mike: 515-238-3776
Craig: 515-865-5046

TOTAL **$72,780.00**

Accepted By

Accepted Date

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 05/23/2023

AGENDA ITEM: Resolution #05-5223Mixdorf Water and Sewer Adjustment

BACKGROUND: City Council approved Resolution #01-1623, Water and Sewer Adjustment Policy, on January 24, 2023. On May 15, 2023, utility customer Jeanine Mixdorf submitted a Water/Sewer Adjustment form and all relevant documentation to the Utility Billing Manager. Ms. Mixdorf meets the criteria for receiving an adjustment on water and sewer charges due to a leak, and the subsequent repairs made to correct the issue.

BUDGETARY CONSIDERATIONS: An adjustment of $318.45 for water and $236.09 for sewer is recommended for the utility account of Jeanine Mixdorf.

STRATEGIC PLANNING:
Prioritized ____YES _____NO

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

BOARD/COMMISSION ACTION(S): Council approved the Adjustment policy on January 24, 2023.

STAFF RECOMMENDATION: Staff recommends approval.

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

Prepared by:_Kathy Steele_
Return to:__Marcia Woodke

CITY OF GRIMES

RESOLUTION NO. 05-5223

RESOLUTON TO ADJUST UTILITY CHARGES

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

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

WHEREAS, City Staff Recommends an adjustment to Jeanine Mixdorf's utility bill in the amount of $318.45 for water charges and $236.09 for sewer charges, and

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

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

PASSED AND APPROVED this 23rd day of May 2023.

_____

Scott Mikkelsen, Mayor

ATTEST:

_____

Rochelle Williams, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 05/23/2023

AGENDA ITEM: Resolution on Notice and Intent to Vacate Certain Public Utility Easement in Hope Commercial Plat 4 and Setting Public Hearing

BACKGROUND:
With the anticipated development of the Grimes Plex and the mixed-use area within the Hope Commercial PUD, the existing public utility easement along NE Beaverbrook Blvd within Hope Commercial Plat 4 is planned to be relocated to better suit the proposed development.

As such, with any disposal of public property, a public hearing must be held before doing so. A new public utility easement will be established following the vacation of the existing easement.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S): N/A

STAFF RECOMMENDATION:
Staff recommends approval of the Resolution.

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. 05-4923

RESOLUTION ON NOTICE AND INTENT TO VACATE CERTAIN PUBLIC UTILITY EASEMENT IN HOPE COMMERCIAL PLAT 4 AND SETTING PUBLIC HEARING

WHEREAS, the City of Grimes is the holder of certain public utility easement within city limits located in Hope Commercial Plat 4, namely:

A Public Utility Easement, filed in the records of the Polk County recorder on November 3, 2021, at Book 18844, Page 167-172.

WHEREAS, the City of Grimes intends to terminate and dispose of said easement interests in accordance with Section 364.7 of the Iowa Code; and

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

SECTION 1. That pursuant to Iowa Code Sections 354.23 and 364.7, a public hearing shall be held on June 27, 2023, at 5:30 p.m. at the Grimes Community Complex 410 SE Main Street regarding the proposal to vacate the above-described public utility easement.

SECTION 2. That the City Clerk is hereby authorized and directed to publish and give notice of the public hearing on this matter as provided by law.

PASSED AND APPROVED this 23rd day of May 2023.

_____

Scott Mikkelsen, Mayor

ATTEST:

_____

Rochelle Williams, City Clerk

NOTICE OF PUBLIC HEARING FOR THE CITY OF GRIMES TO CONSIDER VACATING CERTAIN EASEMENT IN HOPE COMMERCIAL PLAT 4

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 27th day of June, 2023, at which time and place the City Council will hold a public hearing on a proposed Resolution Vacating Certain Easements in Hope Commercial Plat 4. Such Resolution is entitled as follows:

RESOLUTION ON NOTICE AND INTENT TO VACATE CERTAIN PUBLIC UTILITY EASEMENT IN HOPE COMMERCIAL PLAT 4 AND SETTING PUBLIC HEARING

For all the particulars of the proposed easement vacation, see the proposed Resolution 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 Resolution 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

A Public Utility Easement, filed in the records of the Polk County recorder on November 3, 2021, at Book 18844, Page 167-172.

FILE: \\CDAFS1\DATA\2022\2205357\DWG\PRELIMINARY PLAT\2205357-PRELIMINARY PLAT.DWG
FILE DATE: 5/2/23 DATE PLOTTED: 5/3/2023 2:28 PM COMMENT:
PLOTTED BY: JOSH TRYGSTAD TECH: ENG:

HOPE COMMERCIAL PLAT 6

PRELIMINARY PLAT

GRIMES, IOWA

CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: JAT

TECH:

REVISIONS	DATE
FIRST SUBMITTAL	05/08/2023

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 05/09/2023

AGENDA ITEM: Request for Street Closure for Block Party

BACKGROUND: We have received a request from Marisa Dahl, 1000 NW 3rd Court for a street closure for a block party on June 10, 2023 5:30 pm to 10 pm. Chief Clark and Public Works has reviewed the request and have no issue with the request. The Polk County Sheriff's Department has also been made aware of the block party.

Staff is seeking the approval of the Council for the temporary street closure.

BUDGETARY CONSIDERATIONS:
N/A

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 _____

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION:
Staff recommend approval

RESPONSIBLE STAFF/CONTACT INFORMATION: Rochelle Williams

Prepared by:_____
Return to:_____

RESOLUTION NO. 05-5623

RESOLUTON APPROVING A BLOCK PARTY IN THE CITY OF GRIMES

WHEREAS, the residents of the City of Grimes desire to hold a block party on NW 3rd Court on June 10, 2023, from 5:30 PM to 10:00 PM; and

WHEREAS, the City of Grimes supports and encourages community events that bring neighbors together and promote a sense of community pride and unity; and

WHEREAS, the block party organizer has submitted a complete application to the City of Grimes, and have agreed to comply with all applicable rules and regulations; and

WHEREAS, the Fire Chief has reviewed the block party plans, public works will make available arrangements for necessary traffic control at the intersections and the Polk County Sheriff's office has been made aware of the request.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA THAT; the request for street closure shall be approved.

PASSED AND APPROVED by the City Council of the City of Grimes, Iowa, this 23rd day of May, 2023.

_____

Scott Mikkelsen, Mayor

ATTEST:

_____

Rochelle Williams, City Clerk

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

Today's date: ___5/6/2023_____

Name of Organizer/ Planner: _Marisa Dahl_____

Address: ____1000 NW 3rd Ct_____

City: __Grimes_____ State: __IA__ Zip Code ___50111_

Phone: _515-570-0740_____ Alternate phone: _____

Email: ____marisadahl@gmail.com_____

Date(s) / Time(s) for Event _June 10 -5:30-10:00_____

Date: 6/10/23__ Start Time: _5:30_☐ AM X PM End Time: _10:00_☐ AM X PM

Optional Rain Date (must fall within same weekend) ___NA_____

Date: _____ Start Time: _____ ☐AM ☐ PM End Time: _____☐AM ☐ PM

*Street Closures – please include a map of the area you desire to close and where you would like barricades

Street(s) to be blocked off:

Intersections: __NW 3rd Ct_____ AND ____Brookeside_____ The Grimes City Council must approve all requests for street closures.

Please check all that apply:

- ☐ Erection of a tent or canopy
- ☐ **Amplified sound (amplified music or band) possibly**
- ☐ Inflatables - **possibly**
- ☐ Food truck -

IMPORTANT: Portable equipment, or structures of any kind must not be located in the street to allow for emergency vehicle access if needed.

Fire Department Approval

Public Works Approval

Grimes City Council Approval _____

CITY COUNCIL COMMUNICATION
Meeting Date: 05/23/2023

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.

The purchase of Tip N' Roll Bleachers and sideline benches is essential for the spectators and athletes to have comfortable seating for and between events. The tip n' roll bleacher style will greatly benefit the operational staff in moving and staging the bleachers for the various events that will take place at the Grimes Plex. These can hold up to 45 spectators per bleacher. The sideline benches will be multi-purpose, as they will be utilized for both baseball/softball and soccer. There will be a total of 20 available feet of seating for coaches and athletes. The quote also includes the assembly of said bleachers, sideline benches, soccer goals and filling of sandbag anchors. The assembly of the bleachers and sideline benches will greatly expedite the bleacher, sideline bench and soccer goal availability.

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 bleachers, sideline benches and assembly of said items and soccer equipment would be purchased for $150,860.80 utilizing Sourcewell #C090307

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: Alex Miller_____
Return to: Brian Becker_____

RESOLUTION APPROVING EQUIPMENT TRANSACTIONS PURSUANT TO FY23 BUDGET

Grimes Resolution No. 05-5723

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**
Bleachers, sideline benches and soccer assembly	Grimes Plex Pods 1-3	$150,860.80
		$
		$
		$
		$
TOTAL		$150,860.80

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 23rd day of May, 2023.

_____
Mayor Scott Mikkelsen

ATTEST:

_____
Rochelle Williams, City Clerk

Serving Minnesota, Wisconsin, Iowa,
Nebraska, North Dakota, and South Dakota

3017 161st Ave NW, Andover, MN 55304
763-753-1127 – Phone
763-753-3619 – Fax
eric@umathleticconstruction.com

MN Contractors No. IR722325
IA Contractors No. C090307
SD Contractors No. 1038-5477-ET

May 16, 2023

City of Grimes
1700 SE Destination Dr
Grimes, IA 50111

We propose the following

Pricing	Item	Unit	Quantity	Unit Price	Extended
F&I	3-Row 21' Tip N' Roll Bleachers - NRS	18	EA	$ 2,932.00	$ 52,776.00
F&I	10'+10' Long Sideline Benches w/ Back - SSI	12	EA	$ 2,840.40	$ 34,084.80
I	Kwik Goal Euro Goal (8X24)	20	EA	$ 1,250.00	$ 25,000.00
I	Kwik Goal Euro Goal (6.5X18.5)	24	EA	$ 1,250.00	$ 30,000.00
I	Kwik Goal Pro Premier Copa Goals (8X24)	4	EA	$ 1,250.00	$ 5,000.00
I	Filling of Saddle Style Anchor Sand Bags	100	EA	$ 40.00	$ 4,000.00
				Total	**$ 150,860.80**

Notes:
All above will be installed complete ready for use at GrimesPlex
F&I – Furnish and Install
I – Installation Only
Owner to deliver/provide equipment to GrimesPlex that are installation only
Sportsfield Single Teir Benches are fully welded, powder coated per color chart

Thank you,

Eric Hicks
Upper Midwest Athletic Construction, Inc.

Sourcewell Formerly NJPA
Awarded Contract
Contract # 060518-AST

MEMBER AMERICAN SPORTS BUILDERS ASSOCIATION

Monthly Finance Report April 2023

TREASURER'S REPORT
CALENDAR 4/2023, FISCAL 10/2023

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
001	GENERAL	12,230,292.18	4,065,477.71	831,550.81	.00	15,464,219.07
002	LIBRARY FUND	73,200.98	492.89	57,300.47	.00	16,393.40
005	FIRE/RESCUE AUXILIARY	.00	.00	.00	.00	.00
110	ROAD USE TAX	3,795,394.78	172,501.55	39,348.78	.00	3,928,547.55
112	EMPLOYEE BENEFITS	301,802.77	475,407.97	131,768.36	.00	645,442.39
119	EMERGENCY FUND	.00	.00	.00	.00	.00
121	LOCAL OPTION SALES TAX	5,166,658.64	183,173.00	.00	.00	5,349,831.64
125	TAX INCREMENT FINANCING	2,603,966.77	2,843,380.36	.00	.00	5,447,347.13
160	HOTEL/MOTEL/ECON DEV	271,815.62	.00	6,820.96	.00	264,994.66
161	ECO DEVELOPMENT REVOLVING	177,972.40	1,069.70	.00	.00	179,042.10
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	1,963,116.24	1,358,283.51	4,471,214.99	.00	1,149,815.24-
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	94,250.00	.00	.00	3,310,578.31
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	417,709.00	.00	993.76	.00	416,715.24
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	229,245.95-	228,043.85	.00	.00	1,202.10-
325	SE 37TH HWY 141 PROJECT	50,000.00	.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	14,334.03	630,903.51	630,903.51	.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	899,645.33	.00	11,902.00	.00	887,743.33
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	316,150.68	52,796.15	34,790.59	.00	334,156.24
335	ANN SANI SEWER I&I REHAB	250,000.00	.00	.00	.00	250,000.00
336	SE 11th ST RR/James 2019	85,374.58	.00	.00	.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	284,075.15-	.00	.00	.00	284,075.15-
340	ANNUAL SIGNAL IMPROVEMENT	104,140.24-	.00	18,988.60	.00	123,128.84-

TREASURER'S REPORT
CALENDAR 4/2023, FISCAL 10/2023

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	343,813.02-	.00	.00	.00	343,813.02-
348	SPLASH PAD	1,020,474.19-	.00	374,655.59	.00	1,395,129.78-
349	SE 6TH & S JAMES INTERSEC	1,663.25	.00	.00	.00	1,663.25
350	GRIMES LIBRARY BLDG FUND	2,605,037.18	.00	934,504.36	.00	1,670,532.82
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	21,333.40	.00	25,282.64-
354	ANNUAL PCC PATCHING	750,000.00	.00	.00	.00	750,000.00
355	TRAFFIC SIGNAL EQUIPMENT	24,231.00	.00	.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	35.00	.00	330,784.59
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	8,550.00-	1,098,062.07	1,098,062.07	.00	8,550.00-
363	WRA SANI SEWER PHASE 3	1,888,509.20-	.00	.00	.00	1,888,509.20-
364	WRA SANI SWR PHS 4	.00	406,928.99	406,928.99	.00	.00
365	WALLACE FARM	1,067,943.81	.00	6,536.60	.00	1,061,407.21
366	JACOB ST OVERLAY PROJ	48,394.74	.00	.00	.00	48,394.74
367	GRIMESPLEX	211,903.52-	160,300.00	948,071.24	.00	999,674.76-
368	TRL RDG/BEAVER WATER MAIN	104,423.65	.00	.00	.00	104,423.65
369	SE 11TH & JAMES	1,406,936.68	.00	73,807.58	.00	1,333,129.10
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-	6,969.00	.00	.00	175,741.28-
373	BLDG ACCESS CONTROL PROJ	138,000.00	.00	.00	.00	138,000.00
374	WATER PRODUCTION PROJECTS	560,292.08	.00	141,275.11	.00	419,016.97
375	NE DEST/NE BVRBROOKE IMP	94,819.51-	.00	20,777.49	.00	115,597.00-
376	SE TRL RDG RD RECONSTRUCT	91,245.00-	.00	.00	.00	91,245.00-
377	HWY TRL EXT TO SCHOOL	36,781.32-	.00	24,679.00	.00	61,460.32-
378	FIRE STATION	15,000.00-	.00	14,824.90	.00	29,824.90-
379	100TH ST WIDENING	.00	.00	105.00	.00	105.00-
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
384	SEWER COMPLIANCE PROJECT	.00	.00	857,082.13	.00	857,082.13-
399	EQUIP REVOLVING PROGRAM	308,653.00	.00	.00	.00	308,653.00
600	WATER	10,974,027.80	342,885.06	175,764.40	.00	11,141,148.46
601	WATER DEPOSITS	211,244.52	10,190.64	536.10	.00	220,899.06
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	6,143,928.65	239,059.92	537,507.79-	.00	6,920,496.36
611	SEWER SINKING	736,630.85	.00	.00	.00	736,630.85
670	LANDFILL/GARBAGE	510,154.63	68,061.59	27,431.82	.00	550,784.40
740	STORM WATER	3,019,435.58	66,419.90	27,385.64	.00	3,058,469.84

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
750	GRIMESPLEX	349,765.00	.00	.00	.00	349,765.00
	Report Total	62,044,510.23	12,504,657.37	10,851,871.46	.00	63,697,296.14

BALANCE SHEET
CALENDAR 4/2023, FISCAL 10/2023

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL	3,233,701.55	10,763,586.24
002-000-1110	CASH - LIBRARY	56,807.58-	16,393.40
110-000-1110	CASH - ROAD USE	133,152.77	3,928,547.55
112-000-1110	CASH - EMPLOYEE BENEFITS	340,564.77	633,418.59
121-000-1110	CASH - LOCAL OPTION SALES TAX	183,173.00	5,349,831.64
125-000-1110	CASH - TIF	2,843,380.36	5,447,347.13
160-000-1110	CASH - HOTEL/MOTEL/ECON DEV	6,820.96-	264,994.66
161-000-1110	CASH - ECO DEVELOP REVOLVING L	1,069.70	179,042.10
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	3,112,944.55-	1,153,304.02-
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	94,250.00	3,310,578.31
310-000-1110	CASH - CP-FIRE		200,000.00
313-000-1110	CASH - CP - GRIMES COMM COMPLE	993.76-	416,715.24
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	228,043.85	1,202.10-
325-000-1110	CASH-SE 37TH /HWY 141 PROJ		50,000.00
328-000-1110	CASH-WRA SANI SEWER PHASE 1		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	11,902.00-	887,743.33
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	18,005.56	334,156.24
335-000-1110	CASH-ANN SANI SWR I&I REHAB		250,000.00
336-000-1110	CASH-SE 11TH RR/JAMES 2019		85,374.58
339-000-1110	HWY 141 & HWY 44 SIGNAL CASH		284,075.15-
340-000-1110	ANNUAL SIGNAL IMPROVEMENT CASH	18,988.60-	123,128.84-
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		343,813.02-
348-000-1110	CASH SPLASH PAD	374,655.59-	1,395,129.78-
349-000-1110	SE 6TH & JAMES INTERSEC CASH		1,663.25
350-000-1110	GRIMES LIB BLDG CASH	934,504.36-	1,670,532.82
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	21,333.40-	25,282.64-

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		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	35.00-	330,784.59
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-
363-000-1110	WRA SANI SWR PHS 3 CASH		1,888,509.20-
365-000-1110	WALLACE FARM CASH	6,536.60-	1,061,407.21
366-000-1110	JACOB ST OVERLAY CASH		48,394.74
367-000-1110	GRIMESPLEX CASH	787,771.24-	999,674.76-
368-000-1110	TRL RDG/BEAVER WTR MAIN CASH		104,423.65
369-000-1110	SE 11TH & JAMES CASH	73,807.58-	1,333,129.10
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	6,969.00	175,741.28-
373-000-1110	BLDG ACCESS CONT PROJ CASH		138,000.00
374-000-1110	WTR PRODUCTION PROJECTS CASH	141,275.11-	419,016.97
375-000-1110	NE DEST/NE BVRBROOKE IMP CASH	20,777.49-	115,597.00-
376-000-1110	SE TRL RDG RD RECONSTRUCT CASH		91,245.00-
377-000-1110	HWY 44 TRL EXT SCHOOL CASH	24,679.00-	61,460.32-
378-000-1110	FIRE STATION CASH	14,824.90-	29,824.90-
379-000-1110	100TH ST WIDENING CASH	105.00-	105.00-
384-000-1110	SEWER COMPLIANCE CASH	857,082.13-	857,082.13-
399-000-1110	EQUIP REVOLVING PROG CASH		308,653.00
600-000-1110	CASH - WATER	165,806.08	8,441,189.46
601-000-1110	CASH - WATER DEPOSITS	9,654.54	218,459.85
602-000-1110	CASH - WATER SINKING		336,414.44
603-000-1110	CASH - WATER REC BOND		183,629.96
610-000-1110	CASH - SEWER	774,352.38	3,690,240.12
611-000-1110	CASH - SEWER SINKING		736,630.85
670-000-1110	CASH - SOLID WASTE	40,629.77	550,784.40
740-000-1110	CASH - STORM WATER	39,034.26	3,012,102.97
750-000-1110	CASH - GRIMESPLEX		349,765.00
	CASH TOTAL	1,645,942.74	53,002,129.41
112-000-1111	CASH - FLEX	3,074.85	12,023.80
	CASH TOTAL	3,074.85	12,023.80
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

BALANCE SHEET
CALENDAR 4/2023, FISCAL 10/2023

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
001-000-1131	RESERVES - FIRE CAP IMPROVE		78,304.09
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	225.34	60,069.40
200-000-1150	CASH - IPAIT	13.07	3,488.78
	CASH - IPAIT TOTAL	238.41	63,558.18
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	2,215.33	1,052,339.75
	SAVINGS - RACCOON TOTAL	2,215.33	1,052,339.75
600-000-1162	SAVINGS - VISION	1,314.58	1,066,953.03
	SAVINGS - VISION TOTAL	1,314.58	1,066,953.03
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 4/2023, FISCAL 10/2023

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	1,652,785.91	63,697,296.14

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,423,248.00	115,821.83	1,153,808.47	81.07	269,439.53
	FIRE TOTAL	739,308.00	62,695.90	650,501.16	87.99	88,806.84
	AMBULANCE TOTAL	1,963,748.00	99,867.11	1,352,788.92	68.89	610,959.08
	BUILDING INSPECTIONS TOTAL	1,687,039.00	110,671.38	1,288,557.90	76.38	398,481.10
	ANIMAL CONTROL TOTAL	.00	.00	224.45	.00	224.45-
	PUBLIC SAFETY TOTAL	5,813,343.00	389,056.22	4,445,880.90	76.48	1,367,462.10
	ROADS, BRIDGES, SIDEWALKS TOTA	2,876,976.00	136,858.20	1,840,398.43	63.97	1,036,577.57
	STREET LIGHTING TOTAL	252,500.00	14,239.57	147,632.15	58.47	104,867.85
	TRAFFIC CONTROL & SAFETY TOTA	35,000.00	3,763.33	14,699.01	42.00	20,300.99
	SNOW REMOVAL TOTAL	384,380.00	19.99	117,105.52	30.47	267,274.48
	PUBLIC WORKS TOTAL	3,548,856.00	154,881.09	2,119,835.11	59.73	1,429,020.89
	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	69,621.25	724,101.63	68.51	332,774.37
	PARKS TOTAL	689,250.00	77,712.43	450,856.71	65.41	238,393.29
	NORTH COMPLEX TOTAL	50,000.00	17,512.73	35,090.74	70.18	14,909.26
	SOUTH COMPLEX TOTAL	50,000.00	2,004.00	41,499.08	83.00	8,500.92
	RECREATION TOTAL	313,745.00	21,432.55	313,649.34	99.97	95.66
	REC - YOUTH PROGRAMS TOTAL	45,000.00	25.56	9,029.55	20.07	35,970.45
	REC - YOUTH SPORTS TOTAL	.00	.00	9,001.66	.00	9,001.66-
	REC - ADULT PROGRAMS TOTAL	6,600.00	.00	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	12,230.94	134,560.46	49.27	138,572.54
	GRIMESPLEX TOTAL	368,500.00	65,138.78	163,385.94	44.34	205,114.06
	CULTURE & RECREATION TOTAL	2,918,133.00	265,678.24	1,888,184.98	64.71	1,029,948.02
	ECONOMIC DEVELOPMENT TOTAL	4,170,806.00	59,328.96	1,817,294.32	43.57	2,353,511.68
	COMMUNITY & ECONOMIC DEV TOTA	4,170,806.00	59,328.96	1,817,294.32	43.57	2,353,511.68
	MAYOR/COUNCIL/CITY MGR TOTAL	319,624.00	23,764.71	244,571.21	76.52	75,052.79
	CLERK/TREASURER/ADM TOTAL	740,799.00	58,303.23	627,141.65	84.66	113,657.35
	ELECTIONS TOTAL	28,500.00	3,900.00	21,900.00	76.84	6,600.00
	LEGAL SERVICES/ATTORNEY TOTAL	243,000.00	22,798.97	208,780.36	85.92	34,219.64
	CITY HALL/GENERAL BLDGS TOTAL	311,200.00	21,636.15	172,109.95	55.31	139,090.05
	TORT LIABILITY TOTAL	49,000.00	4,696.50	87,457.50	178.48	38,457.50-
	IT TOTAL	318,296.00	62,691.62	230,242.61	72.34	88,053.39
	OTHER GENERAL GOVERNMENT TOTA	31,906.00	53.69	9,719.01	30.46	22,186.99

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL GOVERNMENT TOTAL	2,042,325.00	197,844.87	1,601,922.29	78.44	440,402.71
	ROADS, BRIDGES, SIDEWALKS TOTA	797,270.00	750,835.00	797,270.00	100.00	.00
	2007 BOND TOTAL	278,582.00	254,040.62	278,331.25	99.91	250.75
	2012 BOND TOTAL	361,460.00	325,430.00	361,460.00	100.00	.00
	2015 BOND TOTAL	861,063.00	842,781.25	860,812.50	99.97	250.50
	2017A BOND TOTAL	573,632.00	436,515.62	573,331.25	99.95	300.75
	2017 REFINANCING BOND TOTAL	576,075.00	482,787.50	575,825.00	99.96	250.00
	2020 GO BOND TOTAL	661,500.00	592,950.00	661,500.00	100.00	.00
	2021 A GO BOND TOTAL	729,200.00	589,300.00	729,200.00	100.00	.00
	2021 B GO LOST BOND TOTAL	253,750.00	196,575.00	253,750.00	100.00	.00
	2022A BOND TOTAL	669,475.00	.00	147,586.24	22.05	521,888.76
	DEBT SERVICE TOTAL	5,762,007.00	4,471,214.99	5,239,066.24	90.92	522,940.76
	FIRE TOTAL	.00	14,824.90	29,824.90	.00	29,824.90-
	BUILDING INSPECTIONS TOTAL	28,500.00	.00	.00	.00	28,500.00
	ROADS, BRIDGES, SIDEWALKS TOTA	3,965,000.00	130,474.42	1,799,701.69	45.39	2,165,298.31
	STREET LIGHTING TOTAL	1,200,000.00	18,988.60	692,878.84	57.74	507,121.16
	TRAFFIC CONTROL & SAFETY TOTA	.00	.00	50,769.00	.00	50,769.00-
	LIBRARY TOTAL	6,800,000.00	934,504.36	5,589,933.88	82.20	1,210,066.12
	PARKS TOTAL	3,200,000.00	405,906.19	2,495,729.14	77.99	704,270.86
	NORTH COMPLEX TOTAL	.00	.00	24,752.39	.00	24,752.39-
	GCC-GRIMES COMM COMPLEX TOTAL	600,000.00	.00	13,886.48	2.31	586,113.52
	GRIMESPLEX TOTAL	.00	948,071.24	5,471,180.46	.00	5,471,180.46-
	CITY HALL/GENERAL BLDGS TOTAL	30,000.00	.00	80,508.00	268.36	50,508.00-
	WATER TOTAL	2,250,000.00	141,275.11	1,727,060.69	76.76	522,939.31
	SEWER/SEWAGE DISPOSAL TOTAL	39,375,000.00	3,026,212.10	32,674,930.90	82.98	6,700,069.10
	STORM WATER TOTAL	155,300.00	.00	13,830.00	8.91	141,470.00
	CAPITAL PROJECTS TOTAL	57,603,800.00	5,620,256.92	50,664,986.37	87.95	6,938,813.63
	WATER TOTAL	5,075,215.00	176,300.50	2,458,335.88	48.44	2,616,879.12
	SEWER/SEWAGE DISPOSAL TOTAL	4,241,883.00	537,507.79-	2,752,121.05	64.88	1,489,761.95
	LANDFILL/GARBAGE TOTAL	907,981.00	27,431.82	626,524.97	69.00	281,456.03
	STORM WATER TOTAL	672,871.00	27,385.64	257,234.58	38.23	415,636.42
	SPORTS COMPLEX TOTAL	.00	.00	135.00	.00	135.00-
	ENTERPRISE FUNDS TOTAL	10,897,950.00	306,389.83-	6,094,351.48	55.92	4,803,598.52
	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	10,851,871.46	74,610,043.69	73.16	27,367,477.31

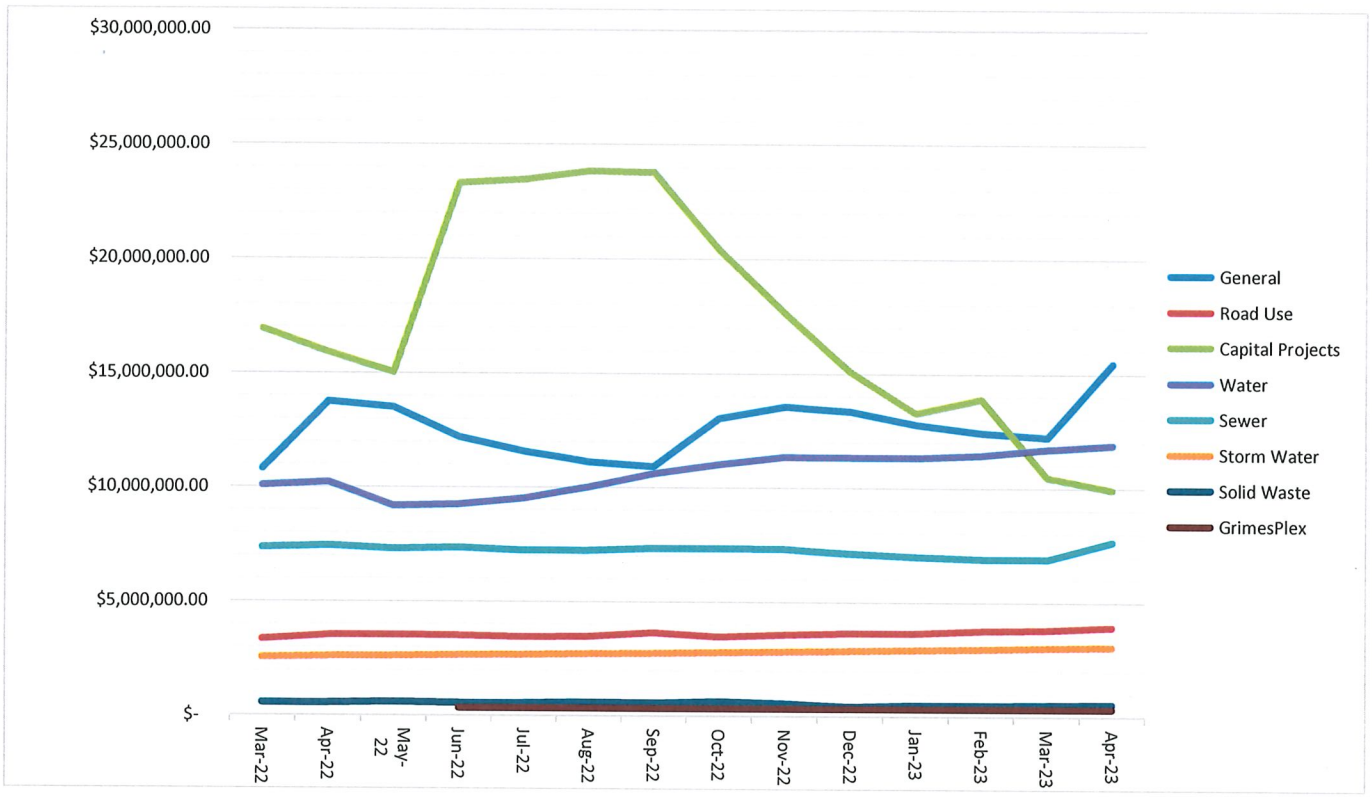
REVENUE REPORT
CALENDAR 4/2023, FISCAL 10/2023

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	11,951,672.00	4,065,477.71	10,910,229.50	91.29	1,041,442.50
	LIBRARY FUND TOTAL	909,044.00	492.89	483,763.98	53.22	425,280.02
	ROAD USE TAX TOTAL	1,946,835.00	172,501.55	1,690,212.48	86.82	256,622.52
	EMPLOYEE BENEFITS TOTAL	2,094,615.00	475,407.97	1,140,519.31	54.45	954,095.69
	LOCAL OPTION SALES TAX TOTAL	2,709,705.00	183,173.00	2,511,045.92	92.67	198,659.08
	TAX INCREMENT FINANCING TOTAL	6,772,510.00	2,843,380.36	6,531,091.82	96.44	241,418.18
	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	10,697.00	83.34	2,139.00
	RESTRICTED GIFTS TOTAL	4,000.00	.00	7,537.45	188.44	3,537.45-
	DEBT SERVICE TOTAL	5,847,383.00	1,358,283.51	3,095,984.33	52.95	2,751,398.67
	CP - PARKS TOTAL	.00	94,250.00	94,250.00	.00	94,250.00-
	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	228,043.85	249,942.20	.00	249,942.20-
	SE 37TH HWY 141 PROJECT TOTAL	.00	.00	50,000.00	.00	50,000.00-
	WRA SANI SEWER PHASE 1 TOTAL	10,750,000.00	630,903.51	11,823,271.69	109.98	1,073,271.69-
	ROAD USE EQUIPMENT TOTAL	300,000.00	.00	.00	.00	300,000.00
	HWY44 & COUNTY LN RD 2020 TOTA	.00	52,796.15	52,796.15	.00	52,796.15-
	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	.00	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

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	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	1,098,062.07	8,668,130.03	75.38	2,831,869.97
	WRA SANI SEWER PHASE 3 TOTAL	7,275,000.00	.00	4,743,738.85	65.21	2,531,261.15
	WRA SANI SWR PHS 4 TOTAL	7,000,000.00	406,928.99	4,809,470.97	68.71	2,190,529.03
	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	160,300.00	4,560,300.00	.00	4,560,300.00-
	N JORDAN WELL REPAIRS TOTAL	.00	6,969.00	6,969.00	.00	6,969.00-
	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	342,885.06	5,034,984.79	90.42	533,564.21
	WATER DEPOSITS TOTAL	15,000.00	10,190.64	54,368.16	362.45	39,368.16-
	WATER SINKING TOTAL	2,060,261.00	.00	.00	.00	2,060,261.00
	SEWER TOTAL	4,296,137.00	239,059.92	3,047,643.40	70.94	1,248,493.60
	SEWER SINKING TOTAL	326,505.00	.00	.00	.00	326,505.00
	LANDFILL/GARBAGE TOTAL	907,981.00	68,061.59	620,623.88	68.35	287,357.12
	STORM WATER TOTAL	779,790.00	66,419.90	663,173.17	85.05	116,616.83
	TOTAL REVENUE BY FUND	91,051,823.00	12,504,657.37	73,146,551.23	80.34	17,905,271.77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General
Road Use
Capital Projects
Water
Sewer
Storm Water
Solid Waste
GrimesPlex

Reports & Correspondence

Rochelle Williams

From: Angie Stepsis <astepsis@dsmpartnership.com>
Sent: Monday, May 15, 2023 10:27 AM
To: Rochelle Williams
Subject: Greater Des Moines Partnership Update

You don't often get email from astepsis@dsmpartnership.com. Learn why this is important

Partnership Investors:

Sharing with you this morning that the Greater Des Moines Partnership will today announce that Jay Byers, President and CEO, will be leaving the organization to pursue a new opportunity as the President of Simpson College. Byers has been with The Partnership for over 18 years, and during his tenure has made numerous significant contributions to the Greater Des Moines (DSM) region.

Please see the press release below for further details, which will be sent at 10:30 a.m. today. We kindly ask that you keep this news confidential until that time.

Next steps for Partnership leadership will be shared in the near future.

Thank you and please reach out with questions.

ANGIE STEPSIS | GREATER DES MOINES PARTNERSHIP
CHIEF OF STAFF
astepsis@DSMpartnership.com p: (515) 286-4933 c: (513) 253-1954
700 Locust St., Ste. 100 | Des Moines, Iowa 50309 | USA
DSMpartnership.com | Connect with us on social media.

Contact:
Courtney Shaw
cshaw@dsmpartnership.com
(405) 747-8757
Learn More About DSM USA

FOR IMMEDIATE RELEASE
Monday, May 15, 2023

PARTNERSHIP PRESIDENT & CEO JAY BYERS ANNOUNCES DEPARTURE FOR NEW OPPORTUNITY

GREATER DES MOINES, IA (May 15, 2023) – The Greater Des Moines Partnership announced today that Jay Byers, President and CEO, will be leaving the organization to pursue a new opportunity as the President of Simpson College. Byers has been with The Partnership for over 18 years, and during his tenure has made numerous significant contributions to the Greater Des Moines (DSM) region.

"Jay's visionary leadership has had an enormous impact on Greater Des Moines, and we have been extraordinarily fortunate to have him at the helm of The Partnership for over 11 years," said Mike McCoy, Partnership Board Chair and CEO of NCMIC. "He has helped transform our community, helping put DSM on the map, while also fostering a culture of collaboration and innovation. His leadership has built a team that consistently meets goals and builds upon past successes, leaving a lasting legacy that will benefit our community for years to come."

Under the leadership of Byers, The Partnership experienced significant growth, expanding to represent 11 counties, serving approximately 850,000 residents, including 24 Affiliate Chambers of Commerce with 6,500 Members, and over 400 Investors. Through Byers' vision, The Partnership has become the fourth largest regional chamber of commerce in the country. During his tenure, DSM has become the fastest-growing major metro in the Midwest in terms of population, GDP and job growth, and received countless rankings and accolades.

Byers played a critical role in the Capital Crossroads regional vision plan, from its inception with CXR 1.0 to the ongoing CXR 3.0 plan. Through these efforts, Byers worked alongside community leaders and stakeholders to identify opportunities for the region to differentiate itself, particularly through major placemaking projects. Some of these projects include the Lauridsen Skatepark, ICON Water Trails, the Des Moines International Airport new terminal project, the Pro Iowa Soccer Stadium and Global Plaza, and much more.

Prior to the President & CEO position, Byers served as The Partnership's Senior Vice President of Government Relations and Public Policy. Before joining The Partnership, he worked as District Director for Iowa Congressman Leonard Boswell and as an attorney at the Ice Miller Law Firm in Indianapolis, Indiana. Byers is a graduate of Simpson College and the University of Iowa College of Law.

"It has been a true honor and privilege to work at the Greater Des Moines Partnership and serve the Greater Des Moines region for the past 18 years. I could not be more proud of our organization's and region's record of economic and community development achievement during this time," said Byers. "I am excited about the future of Greater Des Moines and look forward to continuing to work closely with The Partnership and other private, public and non-profit leaders in our region in my new role as President of my alma matter, Simpson College."

The Partnership's Executive Committee is meeting this week to review the organization's existing succession plan which was developed with the guidance of the outgoing President & CEO as well as Partnership Board and Executive Committee leadership. The Committee will use this plan to initiate the process of selecting a new President & CEO who will build on The Partnership's achievements.

"We are highly confident in the exceptional team we have in place and are looking forward to building on their existing momentum for the benefit of the region," said McCoy. "With their dedication and expertise, we are poised for continued success."

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About the Greater Des Moines Partnership
The Greater Des Moines Partnership is the economic and community development organization that serves Greater Des Moines (DSM), Iowa. Together with 24 Affiliate Chambers of Commerce, more than 6,500 Regional Business Members and more than 400 Investors, The Partnership drives economic growth with one voice, one mission and as one region. Through innovation, strategic planning and global collaboration, The Partnership grows opportunity, helps create jobs and promotes DSM as the best place to build a business, a career and a future. Learn more at DSMpartnership.com.

This email was sent on behalf of Greater Des Moines Partnership 700 Locust St. Des Moines, IA 50309.To unsubscribe click here. If you have questions or comments concerning this email or services in general, please contact us by email at info@dsmpartnership.com.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Metro Waste Authority

LANDFILL TOUR

saturday, june 10

FREE LANDFILL TOUR

Saturday, June 10, 2023
3-5 PM
Metro Park East Landfill
12181 NE University Ave., Mitchellville, IA
(10 miles east of the fairgrounds)

Have you ever wondered where your garbage goes after it leaves the curb, how yard waste is turned into compost, or what happens to those appliances you tossed out?

Join Metro Waste Authority on Saturday, June 10 to learn about all this and more!

From 3-5 PM, the agency is offering a free, behind-the-scenes driving tour of Metro Park East Landfill, the largest landfill in Iowa.

The educational tour, which will take about 30 minutes to complete, will follow the journey of garbage, recycling, and yard waste once it arrives at the site and will show an up-close look at waste disposal zones, habitat preservation areas, and a variety of innovative recycling initiatives.

Informative audio clips will be available at each stop along the way. Guests will also enjoy a scavenger hunt and view a garbage truck and other large equipment that operates at the site.

Gain a better understanding of safe, smart disposal all while entertaining and educating the entire family! For more information, visit www.WhereItShouldGo.Com/LandfillTour.

Olivia DeYoung

Subject: FW: Fireworks

Subject: Fireworks

Good morning Rochelle,

Thank you for taking my call last week in regards to the City of Grimes fireworks guidelines.

I understand that there is a city council meeting tonight and would appreciate if you would present this to them.

Thank you for the opportunity to voice my concerns in regards to the dates in July that consumer fireworks are allowed in the City of Grimes.

Last year those guidelines of July 1-8, and stopping at 10 pm, were abused daily. Consumer fireworks were being done near my home starting June 27, and continued through July 8. Most days they went past 11 pm.

This not only impacts my family, but many other residents and pets within our community.

I am proposing that we limit the use of personal fireworks to July 4 only.

Being a resident of this wonderful community for 25+ years, I look forward to hearing from you on this consideration.

My Phone number is 515-494-3511 or Email: leahheckroth24@gmail.com

Thank you,

Leah Heckroth

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 05/23/2023

AGENDA ITEM:
Second Reading of Ordinance 779 (05-23-2023, 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:
Staff recommends approval of Ordinance 779

RESPONSIBLE STAFF/CONTACT INFORMATION:
Molly Mannel, Assistant Planner
mmannel@grimesiowa.gov
515-986-4050

Prepared by: Molly Mannel
Return to: Molly Mannel

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

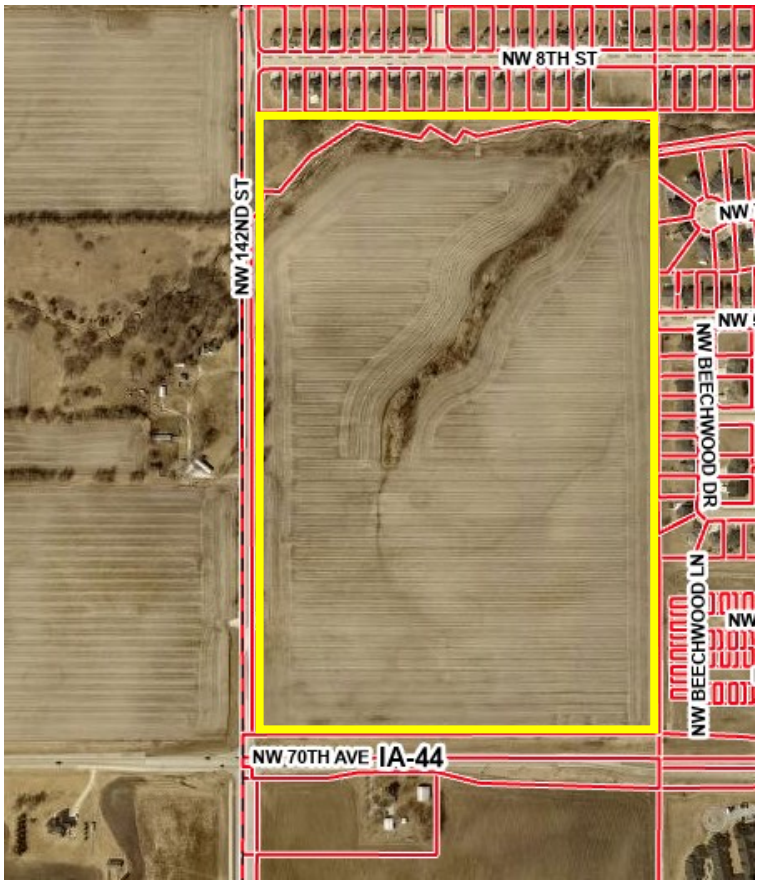
Current: A-1

Proposed: PUD & C-2

PLANNER

Molly Mannel
mmannel@grimesiowa.gov
515-986-4050

Location Map



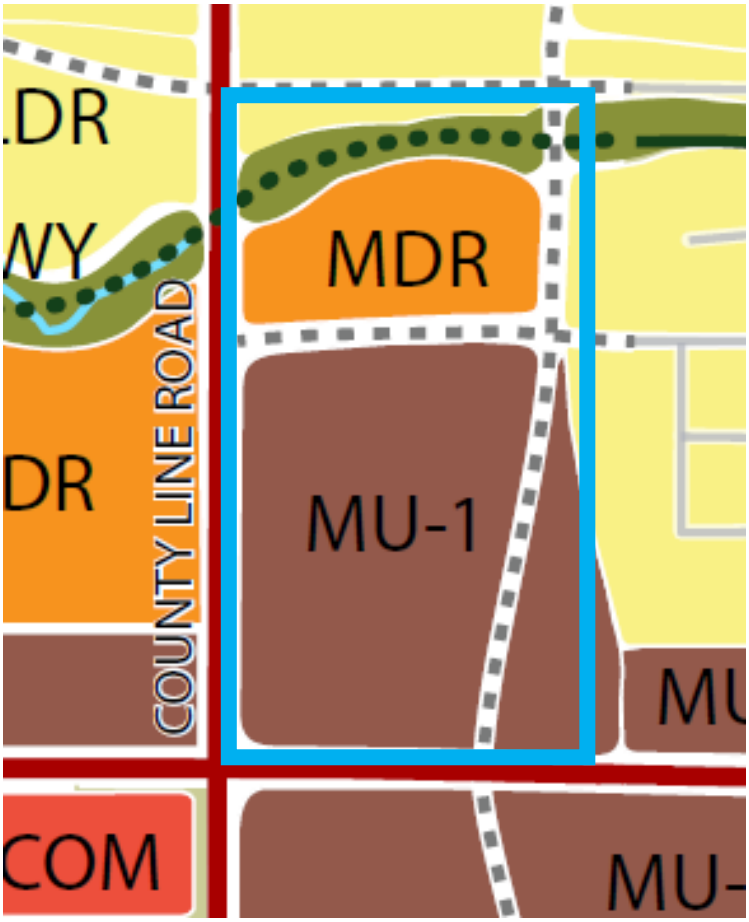
Zoning Map

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

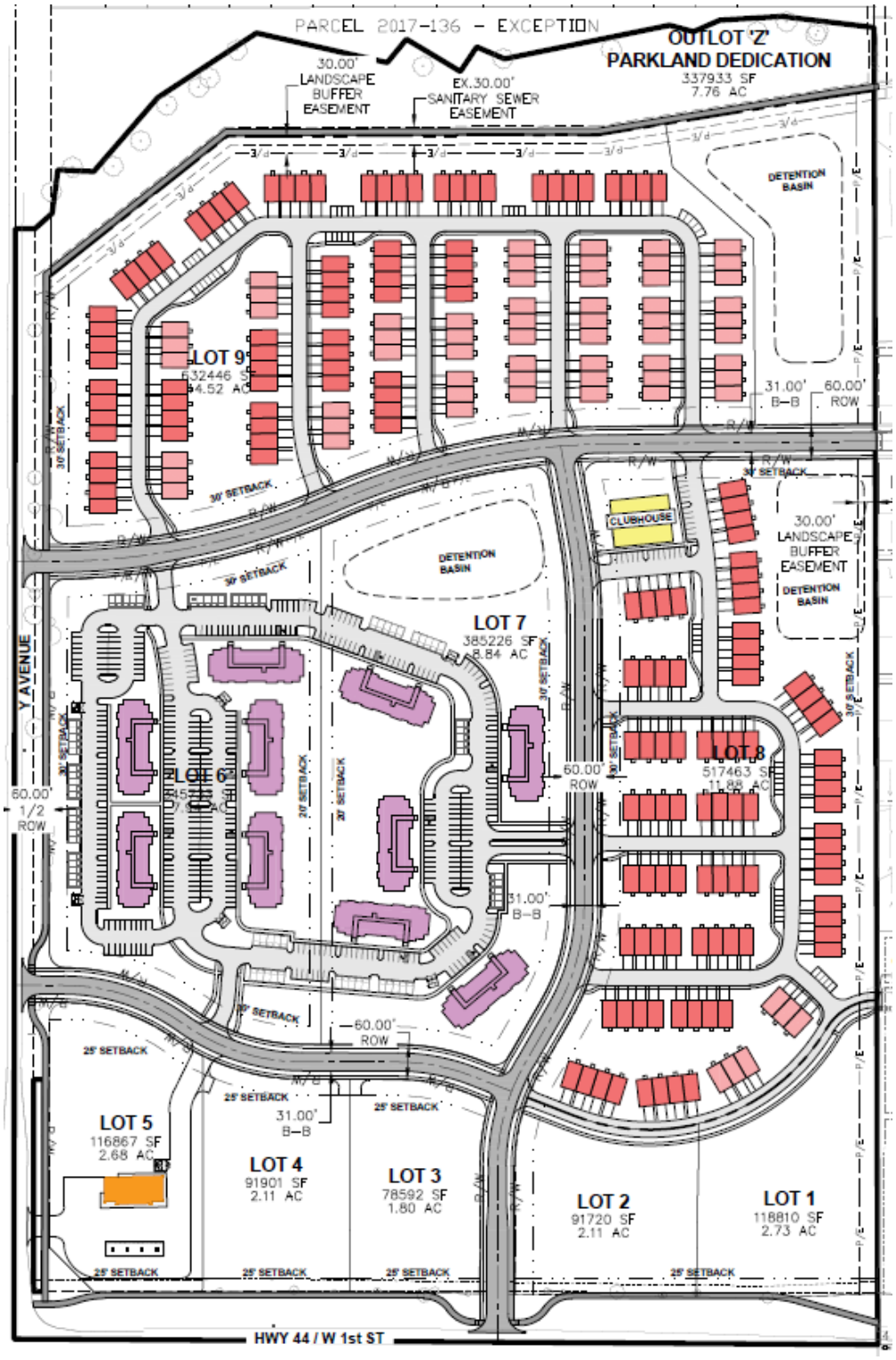
- NW 5th Street and NW 2nd Street will be extended to County Line Road.
- Additional private streets will be constructed to provide circulation throughout the site.
- The applicant has proposed to add an access off Highway 44, This will be reviewed by the Iowa DOT.

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

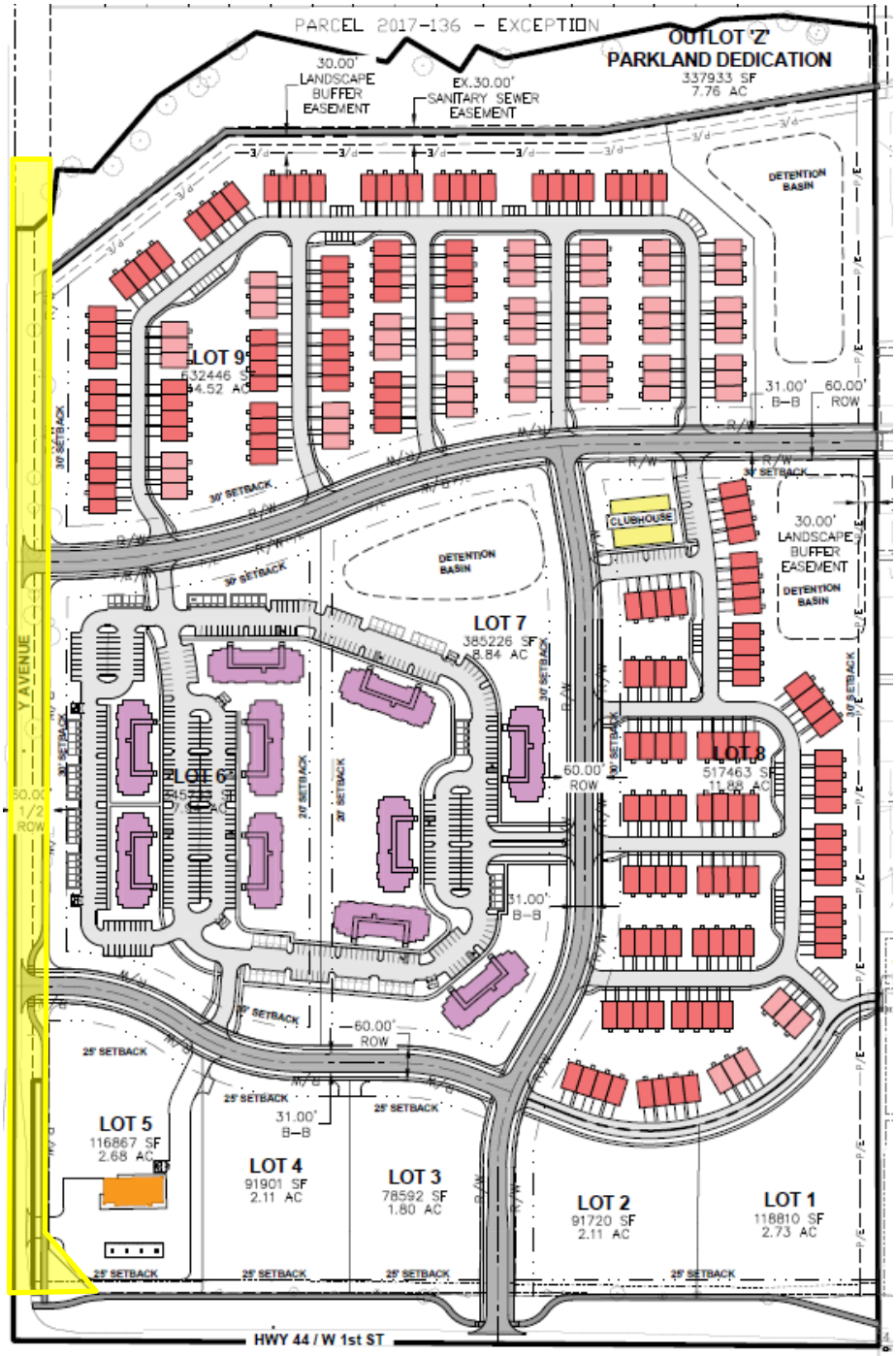
- Water will be constructed to serve all lots on site.
- A new water main will be constructed along NW County Line Road by the City.

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.

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)

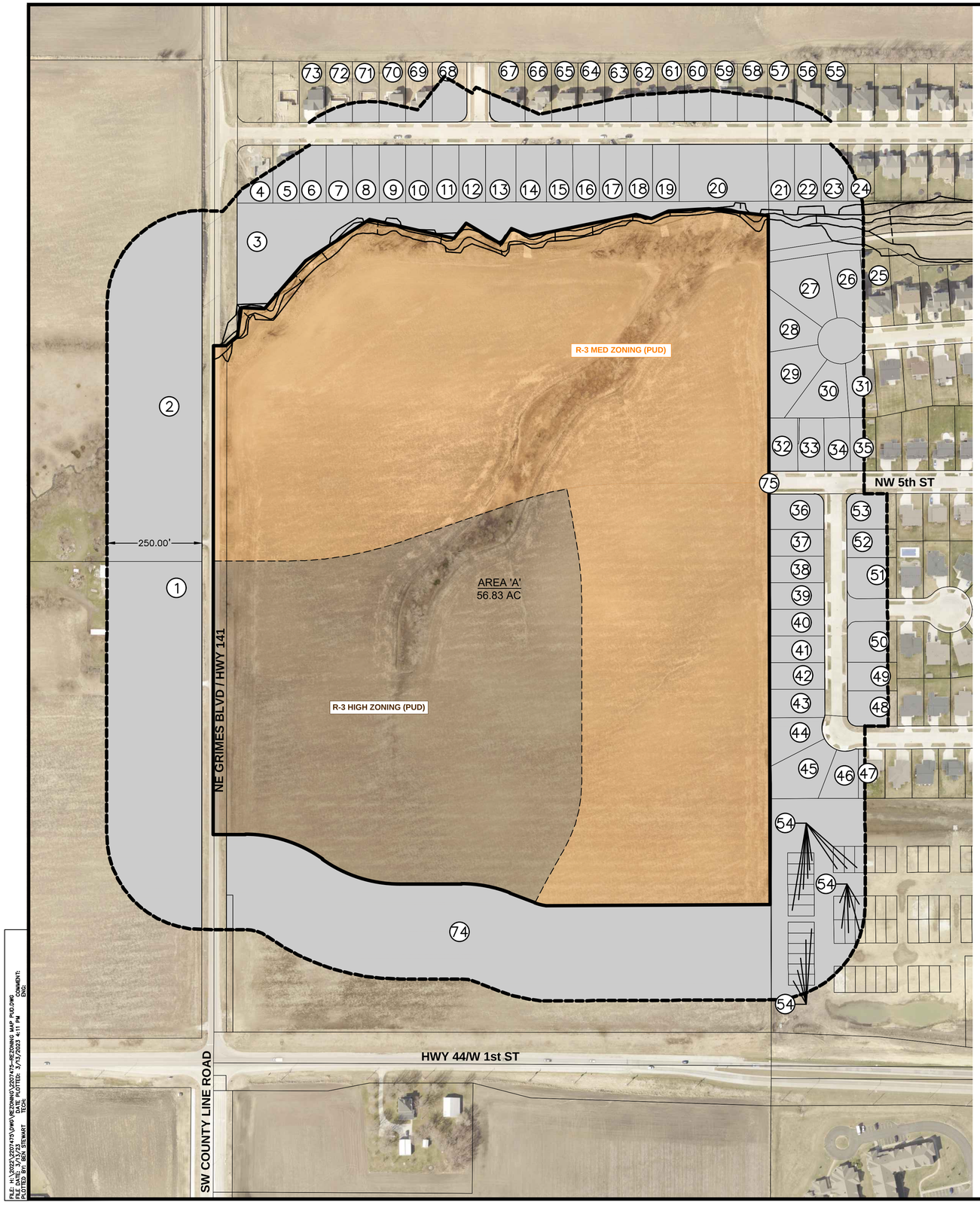
PLANNING & ZONING: April 5, 2023, at 5:30 at the Grimes Community Center

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



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

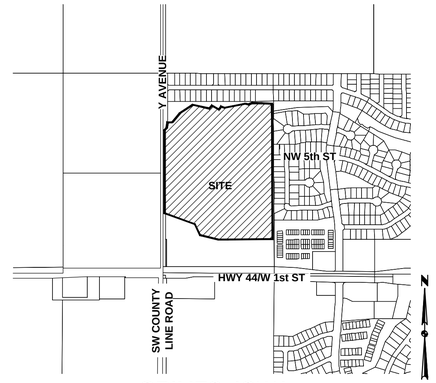
MINIMUM LOT AREA = 80,000 SF
MINIMUM LOT WIDTH = 200 FT

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

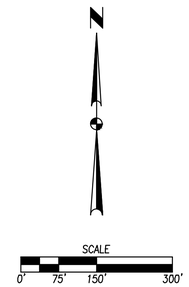


GRIMES, IOWA

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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DATE
02/14/2023
REVISIONS
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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

2207.475

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.

FILE: H:\2022\2207475\DWG\REZONING\220747S-REZONING MAP PUD.DWG
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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
PUD REZONING MAP

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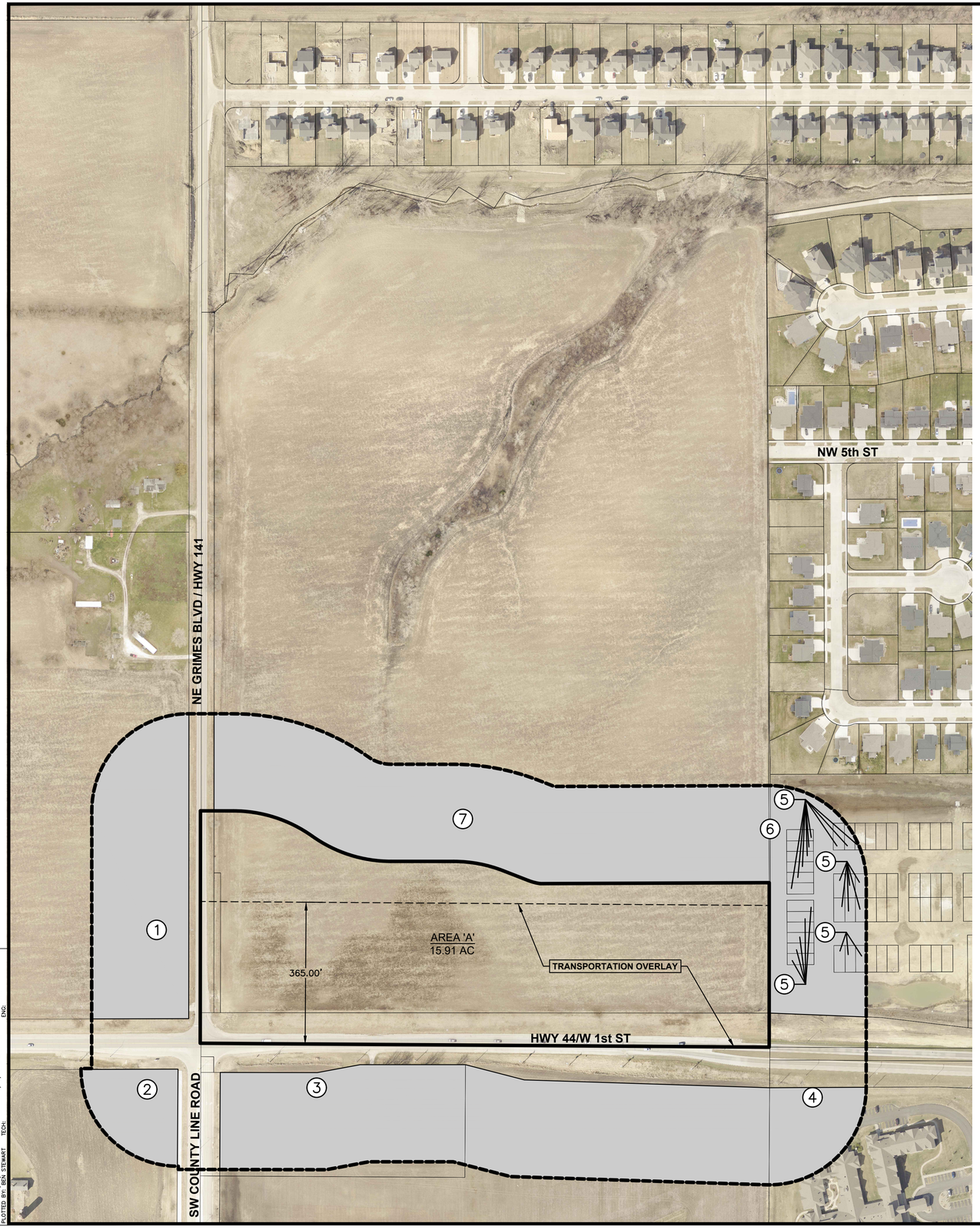
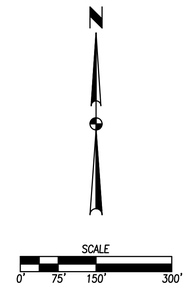
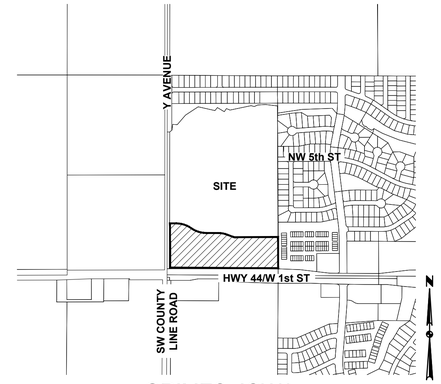




VICINITY MAP



GRIMES, IOWA

OWNER/APPLICANT:

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CONTACT: ARASH RAZIZADEH
4500 WESTOWN PARKWAY, SUITE #277
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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).

DATE	REVISIONS
02/14/2023	1

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: | TECH:

CIVIL DESIGN ADVANTAGE

HOPE TIMBER
C-2 REZONING MAP

GRIMES, IOWA

1 / 2

2207.475

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REVISED: 2/14/2023 PLOTTED: 2/13/2023 4:07 PM COMMENT:
PLOTTED BY: BEN STEWART TECH: ENG:

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.

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PLOTTED BY: BEN STEWART
PLOT DATE: 2/13/2023 9:07 PM
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REVISIONS	DATE
1	02/14/2023

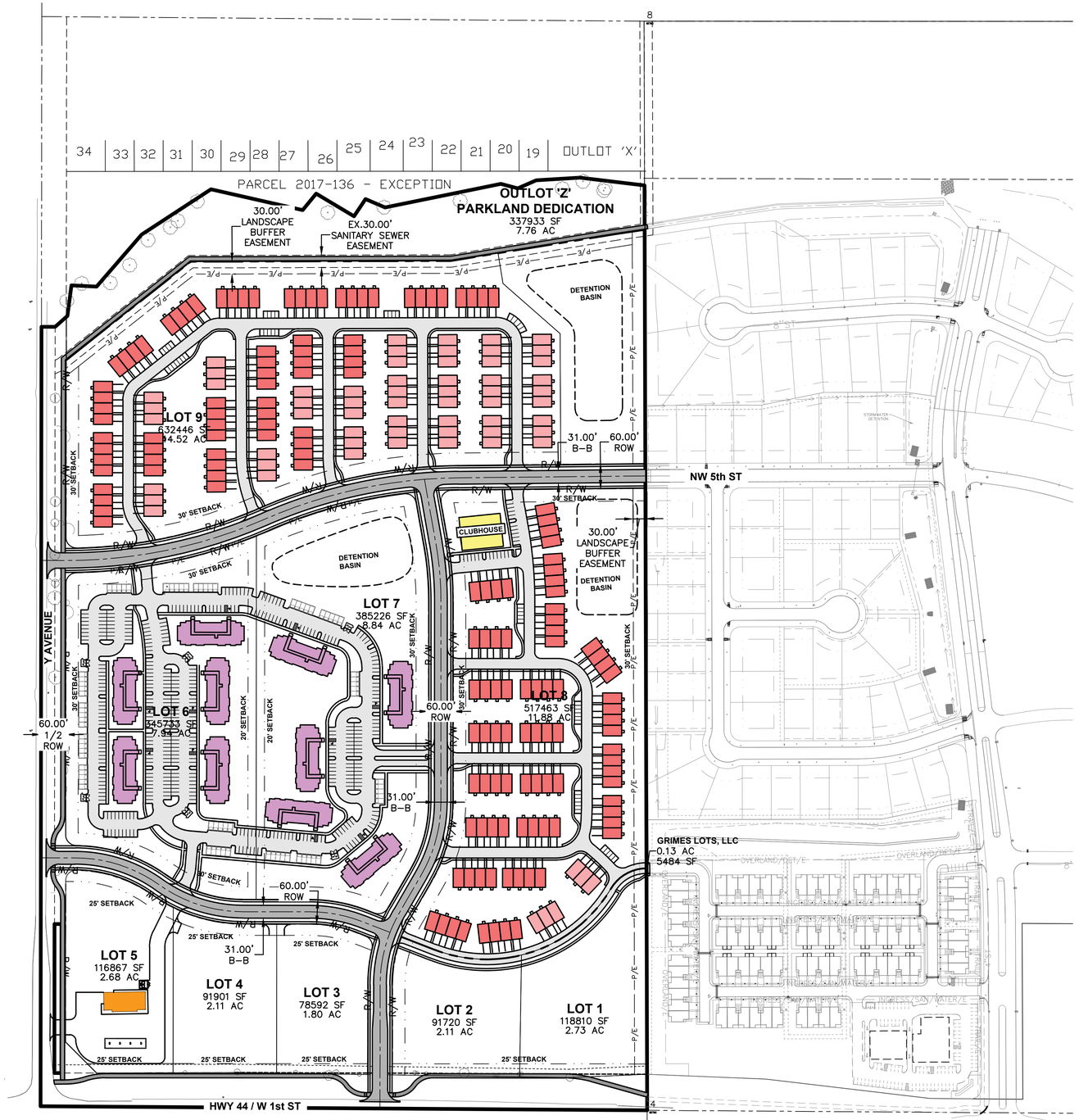
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

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: XWALL, 2207475-BASE, ROTTEL 2/17/2023 2:36 PM
PLOTTED BY: LUCAS MCCARTY TECH:
COMMENT:
ENG:

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

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) 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.

(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).

(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 buildings shall be constructed with face brick or brick panels facades. 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.

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) over-story tree is required for every forty (40) lineal feet along the perimeter of parking lot where it 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.

(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).

(e) Garage. A minimum of two (2) car attached garage shall be provided for 80% of units. The remaining 20% of units shall provide a minimum of one (1) car attached garage.

(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.

(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 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 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.

(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.

(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.

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.

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)

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 Timber LLC

By: Reza Kargarzadeh

Signature: _____

Title: owner

STATE OF IOWA)

) ss:

COUNTY OF Polk)

On this 24 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

NOTARIAL SEAL IOWA
AMANDA HARWELL
Commission Number 811205
My Commission Expires
10/21/24

Notary Public in and for the

State of Iowa

My Commission expires 10/21/24

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, 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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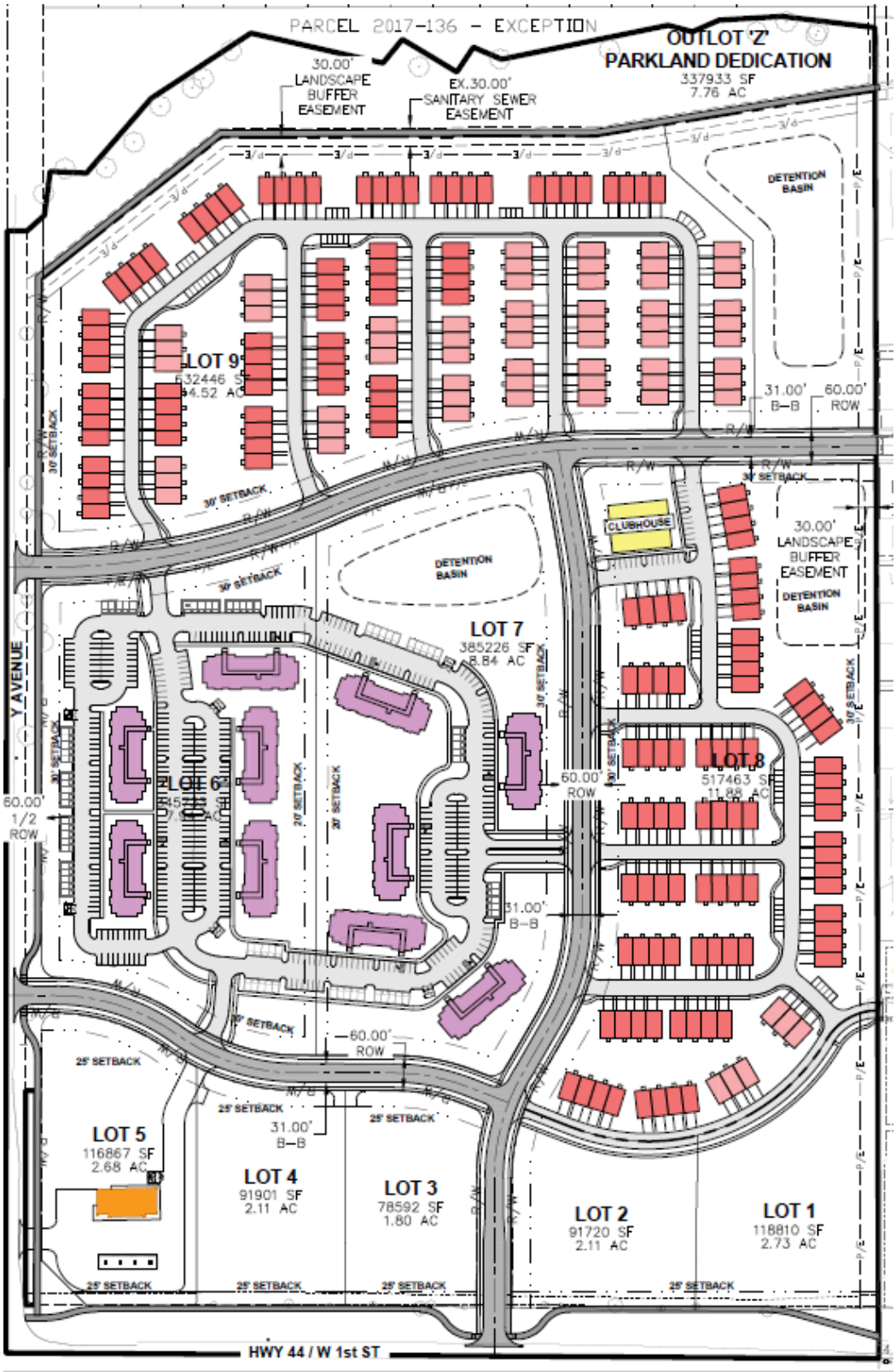
Exhibit B

Concept Plan



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 the ____ day of _____, 2023.

ATTEST:

_____
Scott Mikkelsen, Mayor

_____
Rochelle Williams, City Clerk

Exhibit A

Legal Description of Property

PUD DESCRIPTION

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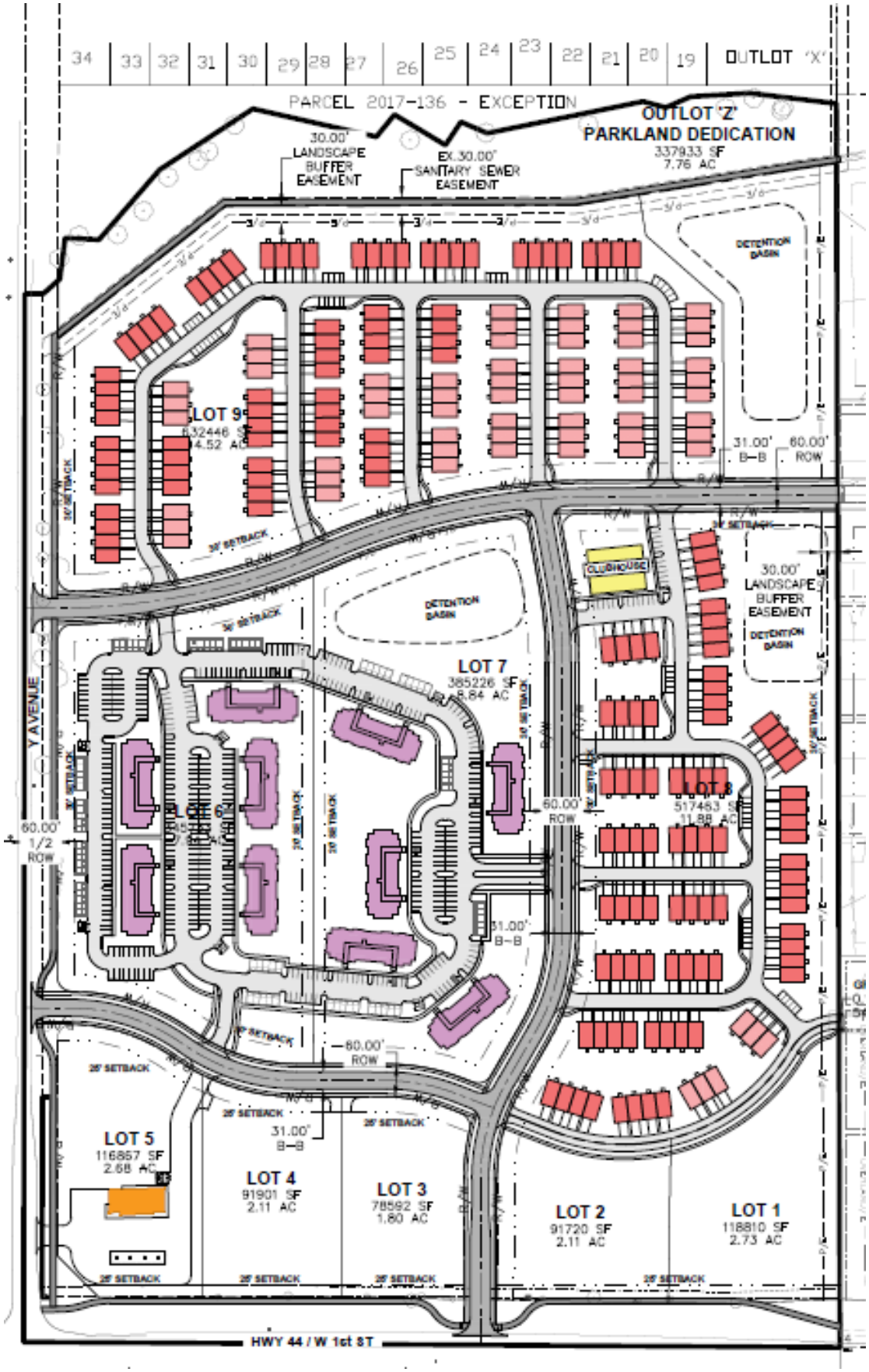
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PARCEL 2017-136 - EXCEPTION
OUTLOT 'Z'
PARKLAND DEDICATION
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7.76 AC
30.00'
LANDSCAPE
BUFFER
EASEMENT
EX.30.00'
SANITARY SEWER
EASEMENT
DETENTION
BASIN
LOT 9
632446 SF
14.52 AC
31.00'
B-B
60.00'
ROW
30' SETBACK
CLUBHOUSE
30.00'
LANDSCAPE
BUFFER
EASEMENT
DETENTION
BASIN
LOT 7
385226 SF
8.84 AC
Y AVENUE
60.00'
1/2
ROW
LOT 6
517463 SF
11.88 AC
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 1ct ST

CITY COUNCIL COMMUNICATION
Meeting Date: 05/23/2023

AGENDA ITEM:
Second Reading 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 23rd day of May and approved on this 23rd day of May, 2023.

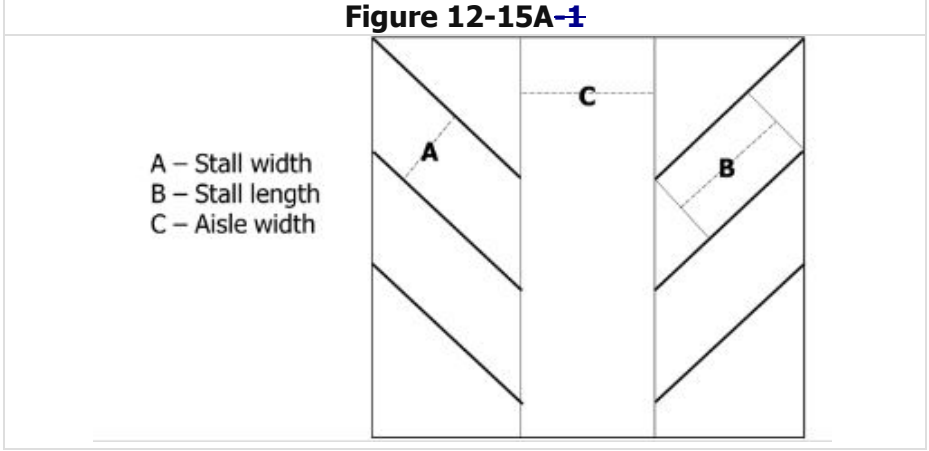
_____
Scott Mikkelsen, Mayor

_____
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: 05/23/2023

AGENDA ITEM:
Second Reading 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

Prepared by: Evann Martin, Assistant Planner
Return to: Evann Martin, Assistant Planner

STAFF RECOMMENDATION:
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 re-vise 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

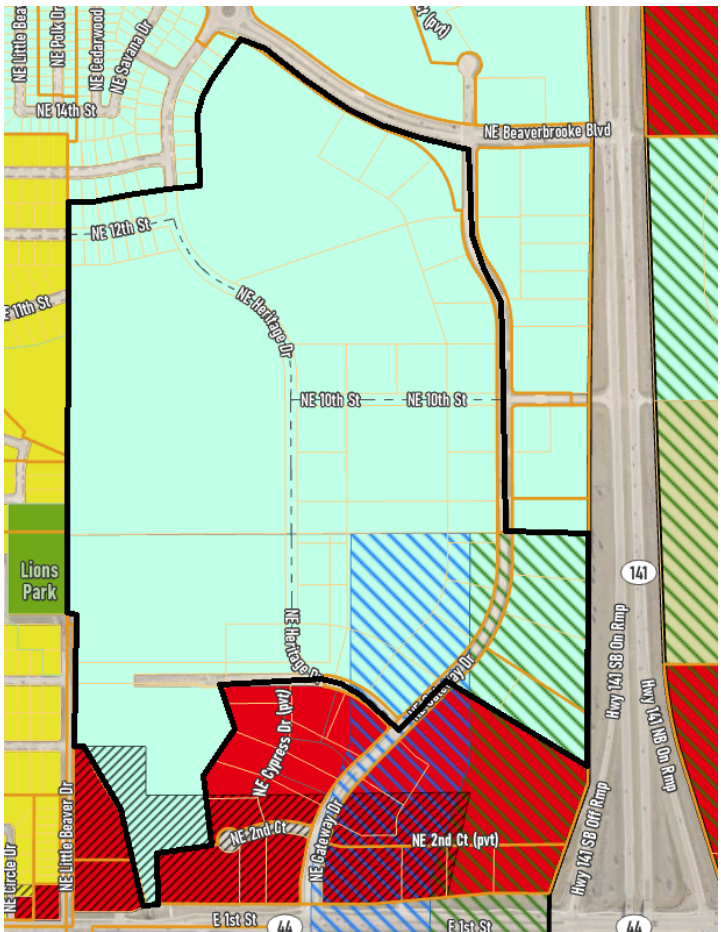
Evann Martin

emartin@grimesiowa.gov

515-986-4050

Location Map

Zoning Map



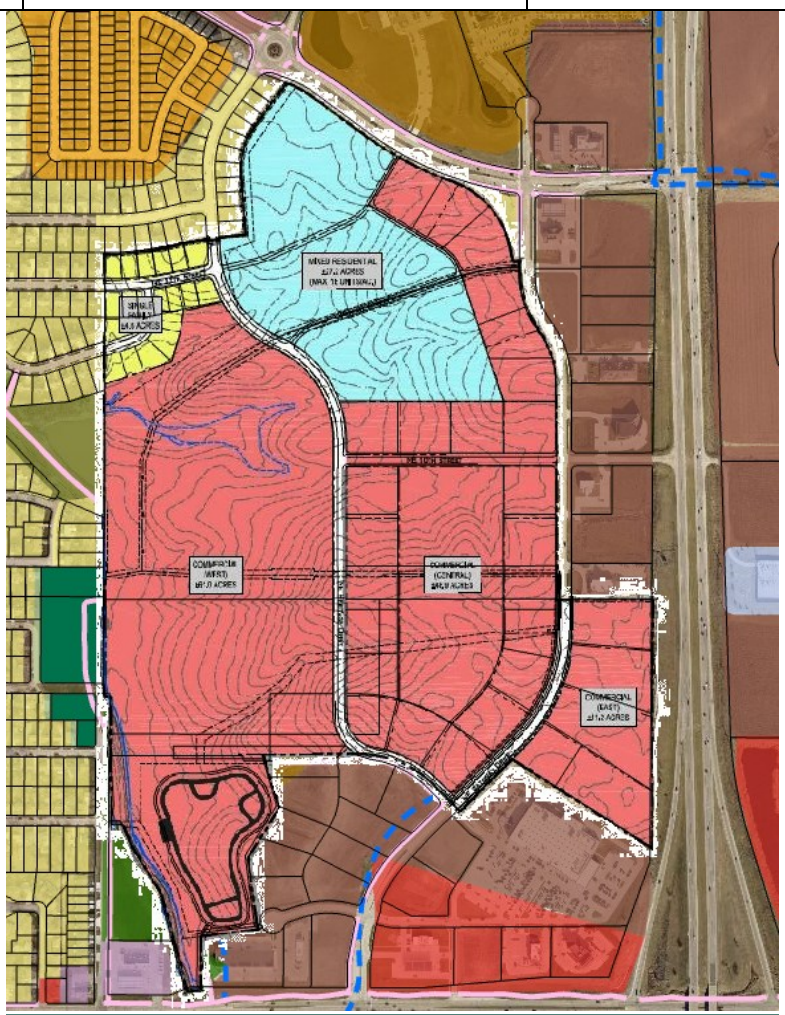
Relation to Comprehensive & Area Plans

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

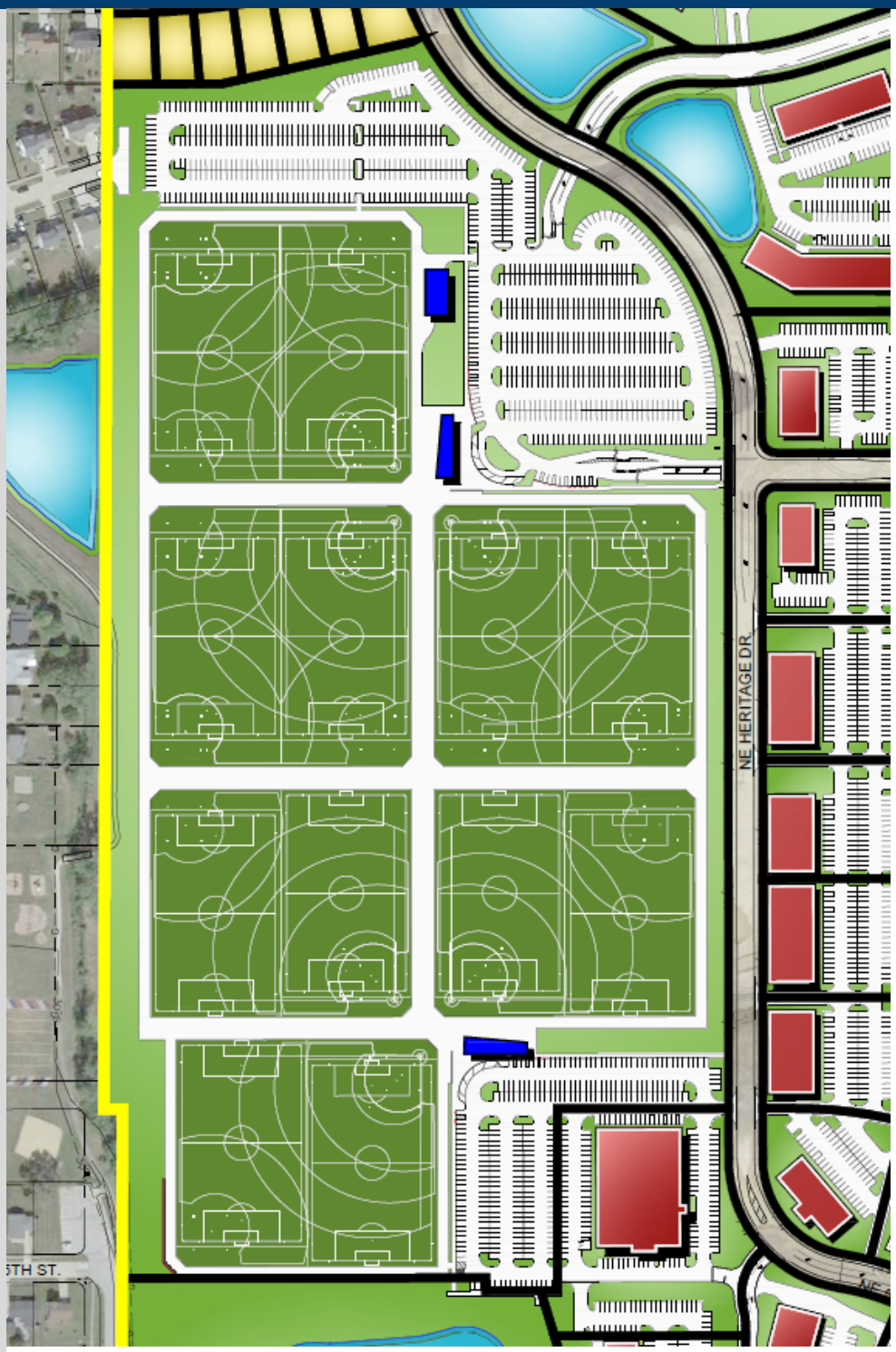
The existing PUD requires the Grimes Plex to have a minimum of 750 parking spaces. The required parking is proposed to increase to a minimum of 1000 parking spaces to reflect a more realistic parking calculation for the complex based on research of other similar facilities and is consistent with the 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)

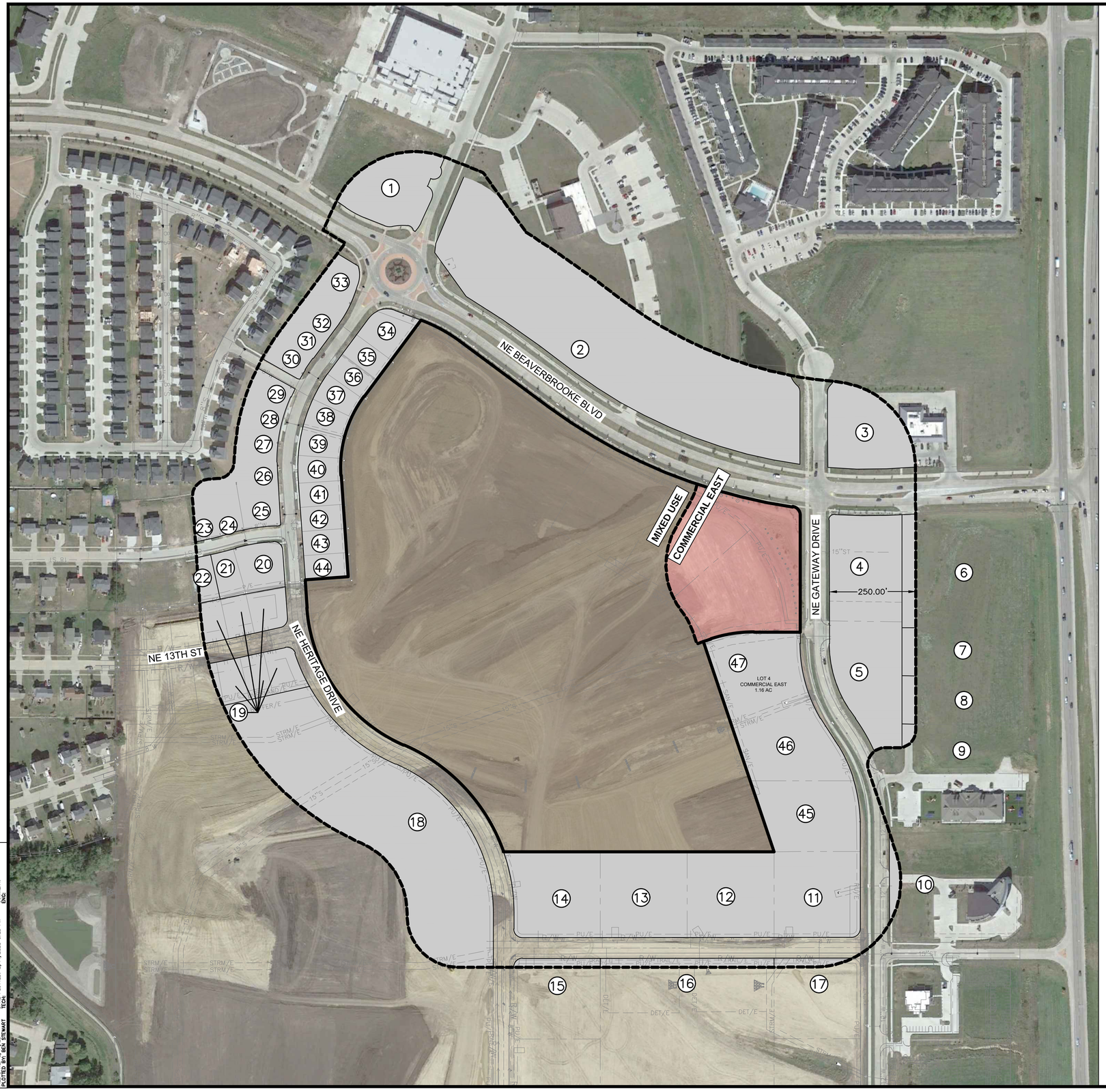
PLANNING & ZONING: April 4, 2023

COUNCIL MEETING: April 25, 2023

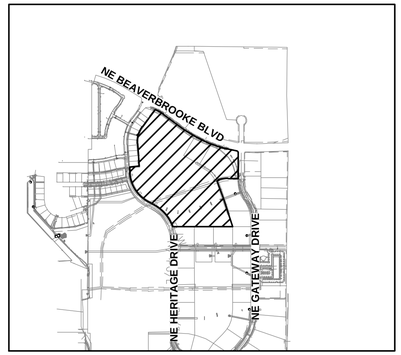
Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner



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

SCALE
0' 75' 150' 300'

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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PLOTTED BY: BEN STEWART
CHECK:
TECH:
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ADJACENT OWNERSHIP

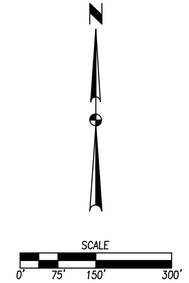
	Area (ac.)	Area (%)	CONSENTING
1. TAAG 1 LLC 1220 NE STATION XING GRIMES, IA 50111-8013	1.07	2.94%	
2. CHRIS GUNNARE LUTHERAN CHURCH OF HOPE 925 JORDAN CREEK PKWY WEST DES MOINES, IA 50266-5952	6.97	19.16%	
3. KWIK TRIP INC 1626 OAK ST LA CROSSE, WI 54603-2308	1.16	3.19%	
4. CASEYS MARKETING COMPANY 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
1	02/14/2023

CIVIL DESIGN ADVANTAGE

HOPE COMMERCIAL
PUD AMENDMENT REZONING MAP
GRIMES, IOWA

2 / 2

2205.357

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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

TOWNHOMES

TOWNHOMES

LOT 1
MIXED USE/
MULTI-FAMILY
17.23 ACRES

APARTMENTS

APARTMENTS

APARTMENTS

APARTMENTS

TOWNHOMES

LOT 2
COMMERCIAL EAST
1.53 ACRES

LOT 3
COMMERCIAL EAST
1.57 ACRES

NE GATEWAY DRIVE

15TH ST

15TH ST

CLUBHOUSE

POOL

TOWNHOMES

TOWNHOMES

OUTLOT
MIXED USE/COMMERCIAL
DETENTION
2.36 ACRES

PUBLIC STREET,60' ROW, 31' B-B

LOT 4
COMMERCIAL EAST
1.13 ACRES

COMMERCIAL

COMMERCIAL

NE 12TH ST

DETENTION

LOT 5
MIXED USE/
COMMERCIAL
9.02 ACRES

COMMERCIAL

NE HERITAGE DRIVE

COMMERCIAL

COMMERCIAL

N

SCALE
0' 40' 80' 160'

REVISIONS	DATE
PROOF OF CONCEPT	05/16/2023

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: | TECH:

CIVIL DESIGN ADVANTAGE

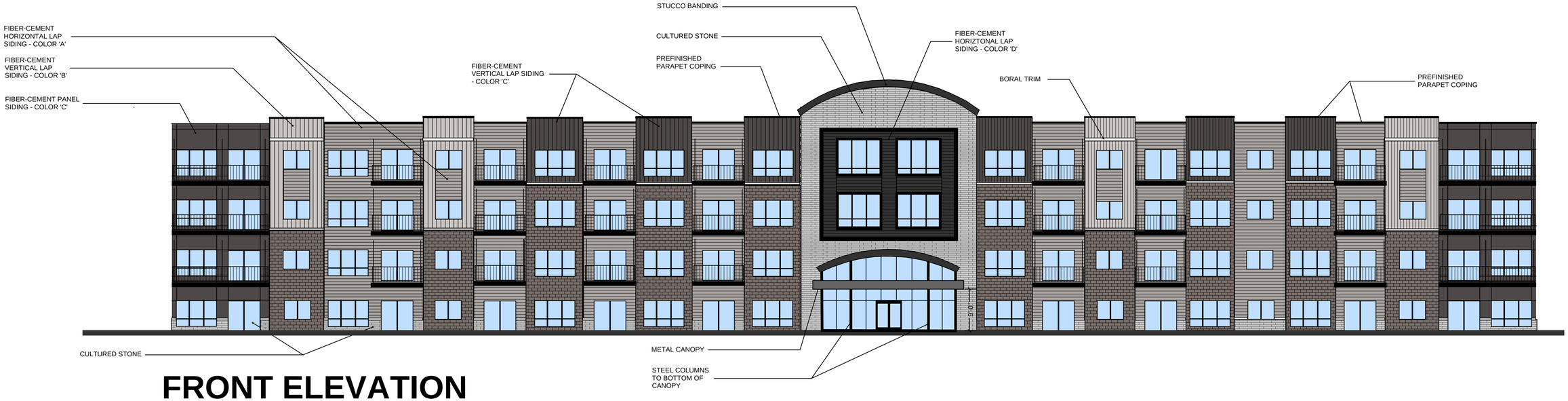
GRIMES, IOWA

HOPE COMMERCIAL PUD AMENDMENT

PROOF OF CONCEPT

1/1

2205.357



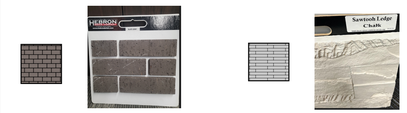
FRONT ELEVATION

INSPIRATIONAL IMAGES

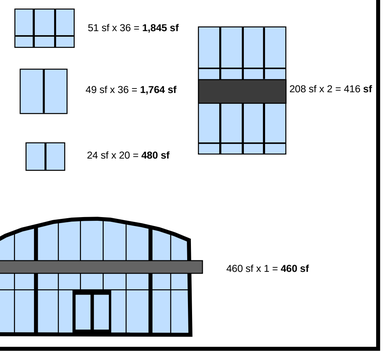
MATERIALS

TOTAL FRONT ELEVATION AREA = 13,617 sf

TOTAL MASONRY AREA = 3,480 sf



TOTAL GLASS AREA = 5,093 sf



GRIMES APARTMENTS - HOPE DEVELOPMENT

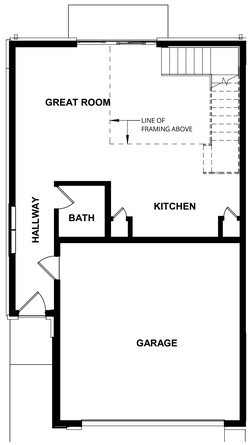
3/09/2023

DESIGN EXPLORATION

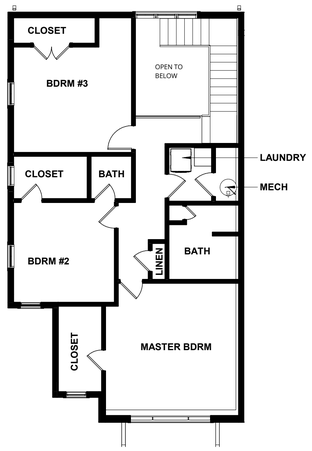
FOR CONCEPTUAL PURPOSES ONLY

STUDIO

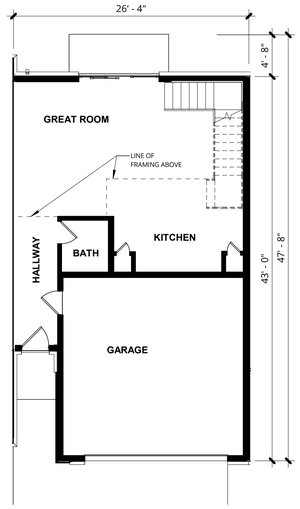
ARCHITECTURE | INTERIORS



7 **SD - 2 BR MAIN LEVEL**
SCALE: 1/8" = 1'-0"



8 **SD - 2 BR SECOND LEVEL**
SCALE: 1/8" = 1'-0"



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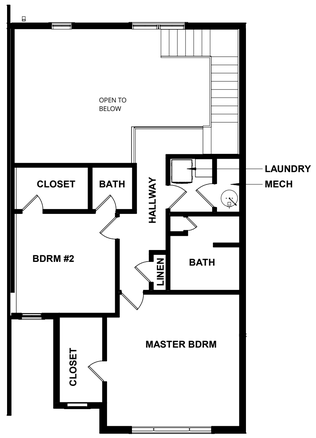

10 **SD - 3 BR SECOND LEVEL**
SCALE: 1/8" = 1'-0"

5 **3D PERSPECTIVE - REAR**
SCALE:

6 **3D PERSPECTIVE - FRONT**
SCALE:

Townhomes - Plan 1A

Area Schedule (Gross Building)

Name	Area
MAIN LEVEL	4,509 SF
SECOND LEVEL	3,422 SF
	7,931 SF

*STAIRS INCLUSIVE AT MAIN LEVEL ONLY, NOT SECOND

3 **SCHEMATIC - RIGHT ELEVATION**
SCALE: 1/8" = 1'-0"

4 **SCHEMATIC - FRONT ELEVATION**
SCALE: 1/8" = 1'-0"

2 **SCHEMATIC - LEFT ELEVATION**
SCALE: 1/8" = 1'-0"

1 **SCHEMATIC - REAR ELEVATION**
SCALE: 1/8" = 1'-0"

THIS PLAN IS THE PROPERTY OF DOWNING CONSTRUCTION INC.

ANY USE WITHOUT WRITTEN PERMISSION IS STRICTLY PROHIBITED!

STUDIO
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509 East Scenic Valley Ave.
Indianola, Iowa 50125
p: 515.961.5386
f: 515.961.0468
www.downingconstruct.com
www.downingplanroom.com

HOPE DISTRICT TOWNHOMES
TBD
GRIMES, IA 50111

SCHEMATIC DESIGN PLAN(S) - NOT FOR CONSTRUCTION

DISCOVER/ ANALYZE | DEVELOP | COMMIT | DELIVER

DRAWN BY: **Precon. Team**

ORIGINAL CONSTRUCTION DOCUMENT
TBD

REVISIONS

PLAN NO. = **90-163**

DWG. LIST
SCHEMATIC ELEVATIONS

SHEET NO.
SD-200

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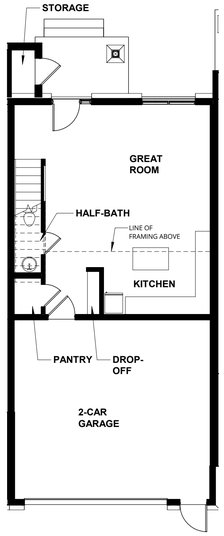
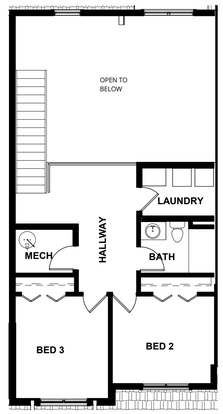
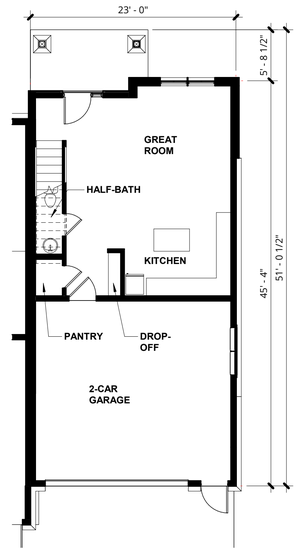


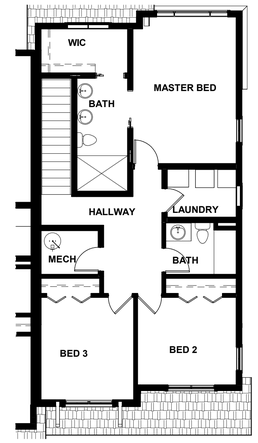
7 **SD - 2 BR MAIN LEVEL**
SCALE: 1/8" = 1'-0"



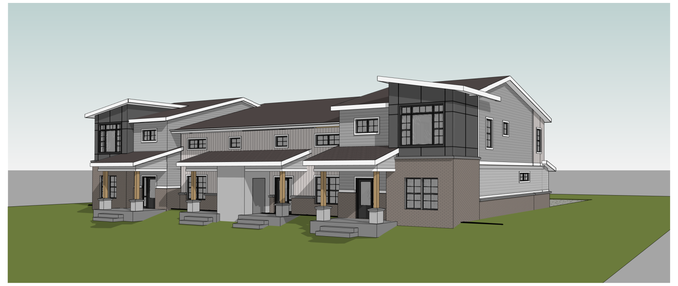
8 **SD - 2 BR SECOND LEVEL**
SCALE: 1/8" = 1'-0"



9 **SD - 3 BR MAIN LEVEL**
SCALE: 1/8" = 1'-0"



10 **SD - 3 BR SECOND LEVEL**
SCALE: 1/8" = 1'-0"



5 **3D PERSPECTIVE - REAR**
SCALE:

6 **3D PERSPECTIVE - FRONT**
SCALE:

Townhomes - Plan 1B (facing Beaverbrooke)

Area Schedule (Gross Building)	
Name	**Area**
MAIN LEVEL	4,506 SF
SECOND LEVEL	3,241 SF
	7,746 SF

3 **SCHEMATIC - RIGHT ELEVATION**
SCALE: 1/8" = 1'-0"

4 **SCHEMATIC - FRONT ELEVATION**
SCALE: 1/8" = 1'-0"

2 **SCHEMATIC - LEFT ELEVATION**
SCALE: 1/8" = 1'-0"

1 **SCHEMATIC - REAR ELEVATION**
SCALE: 1/8" = 1'-0"

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HOPE DISTRICT TOWNHOMES
TBD
GRIMES, IA 50111

SCHEMATIC DESIGN PLAN(S) - NOT FOR CONSTRUCTION

DISCOVER/ ANALYZE | DEVELOP | COMMIT | DELIVER

DRAWN BY: **Precon. Team**

ORIGINAL CONSTRUCTION DOCUMENT
TBD

REVISIONS

PLAN NO. = **90-163**

DWG. LIST

SCHEMATIC ELEVATIONS

SHEET NO.

SD-200

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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 Zoning Change and Development Agreement approved October 27, 2020 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 the _____ 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

NOTARIAL SEAL IOWA
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.

Exhibit B
Master Plan

NE 15TH STREET
NE HERITAGE DRIVE
NE BEAVERBROOKE BLVD
NE GATEWAY DR.
NE 5TH ST.
NE 2ND CT.
E 1ST ST.
42ND ST

NOTE
PUD IS FOR REFERENCE PURPOSES ONLY. FINAL DESIGN IS SUBJECT TO CHANGE AND WILL NOT BE REFLECTED ON THIS PLAN IN THE FUTURE.

HOPE COMMERCIAL PUD

03/17/2023

CIVIL DESIGN ADVANTAGE

0' 150' 300' 450'

CITY COUNCIL COMMUNICATION
Meeting Date: 5/23/2023

AGENDA ITEM: Second Reading Ordinance 782 – Grimes Rental Housing 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 Ordinance 782

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:

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~~"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~~

~~Lorem ipsum dolor sit amet~~

Draft

~~[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~~

~~Lorem ipsum dolor sit amet~~

Draft

~~[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~~

~~Lorem ipsum dolor sit amet~~

~~[There are no ordinances associated with this section.]~~

Draft

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~~

~~Lorem ipsum dolor sit amet~~

~~[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~~

~~Lorem ipsum dolor sit amet~~

~~[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,

Draft

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~~

~~Lorem ipsum dolor sit amet~~

~~[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~~

~~Lorem ipsum dolor sit amet~~

~~[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.

Draft

CITY COUNCIL COMMUNICATION
Meeting Date: 05/23/2023

AGENDA ITEM:
Ordinance 783 - 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 applicant is requesting to rezone the property from General and Highway Service Commercial District (C-2) 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 at a maximum density of 8 dwelling units per acre. As such, the applicant has provided a conceptual plan for the site showing twelve townhome units along with the associated private street, parking, and landscaping.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S):
Recommendation of Approval – Planning and Zoning – 05/02/2023

STAFF RECOMMENDATION:
Staff recommends approval of Ordinance 783.

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

May 2, 2023

PROJECT NAME

Grimes Crossing Rezone

APPLICANT

Sanav Venture, LLC

REQUESTED ACTION

Rezoning 1.5 acres from C-2 to R-3 Medium

LOCATION

Generally located west of SE Gateway Drive and north of SE 8th Street

ZONING

Current: C-2

Proposed: R-3 Medium

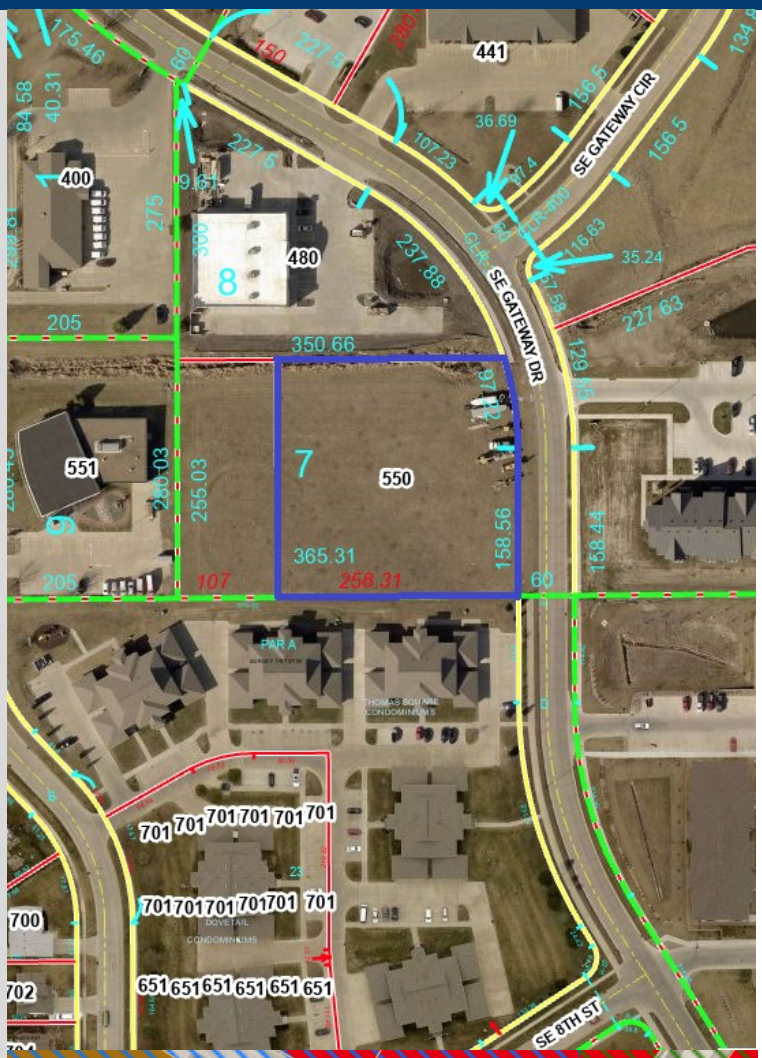
PLANNER

Evann Martin

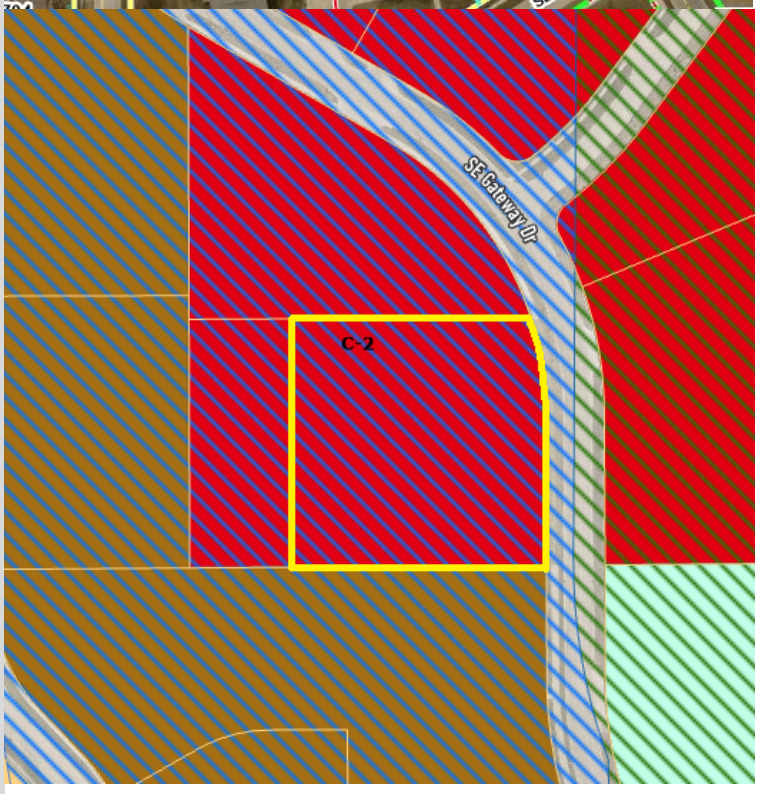
emartin@grimesiowa.gov

515-986-4050

Location Map



Zoning Map



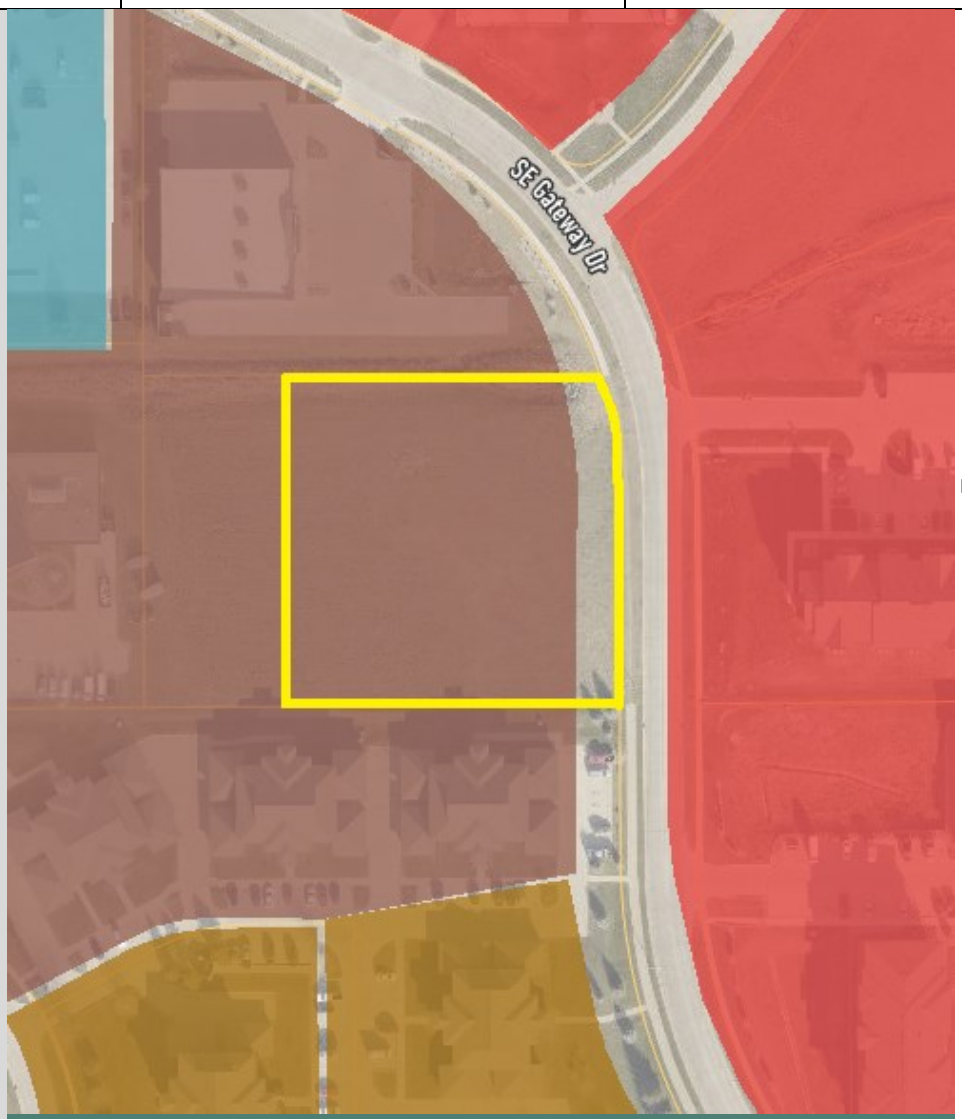
Relation to Comprehensive & Area Plans

LAND USES & ZONING			
Location	**Existing Land Use**	**Land Use Plan Designation**	**Current Zoning**
Subject Site	Vacant	Mixed Use 1	C-2
North	Commercial	Mixed Use 1	C-2
South	Residential	Mixed Use 1	R-3
East	Residential	Commercial	C-2
West	Commercial	Mixed Use 1	R-3

PARKS

The Parks and Trails Master Plan does not anticipate a park to be located on the subject property but does plan for trail along SE Gateway Drive. There is an existing 8' trail just south of the the property along SE Gateway Drive. The trail will be required to be constructed along the property line to continue the trail north along SE Gateway Drive .

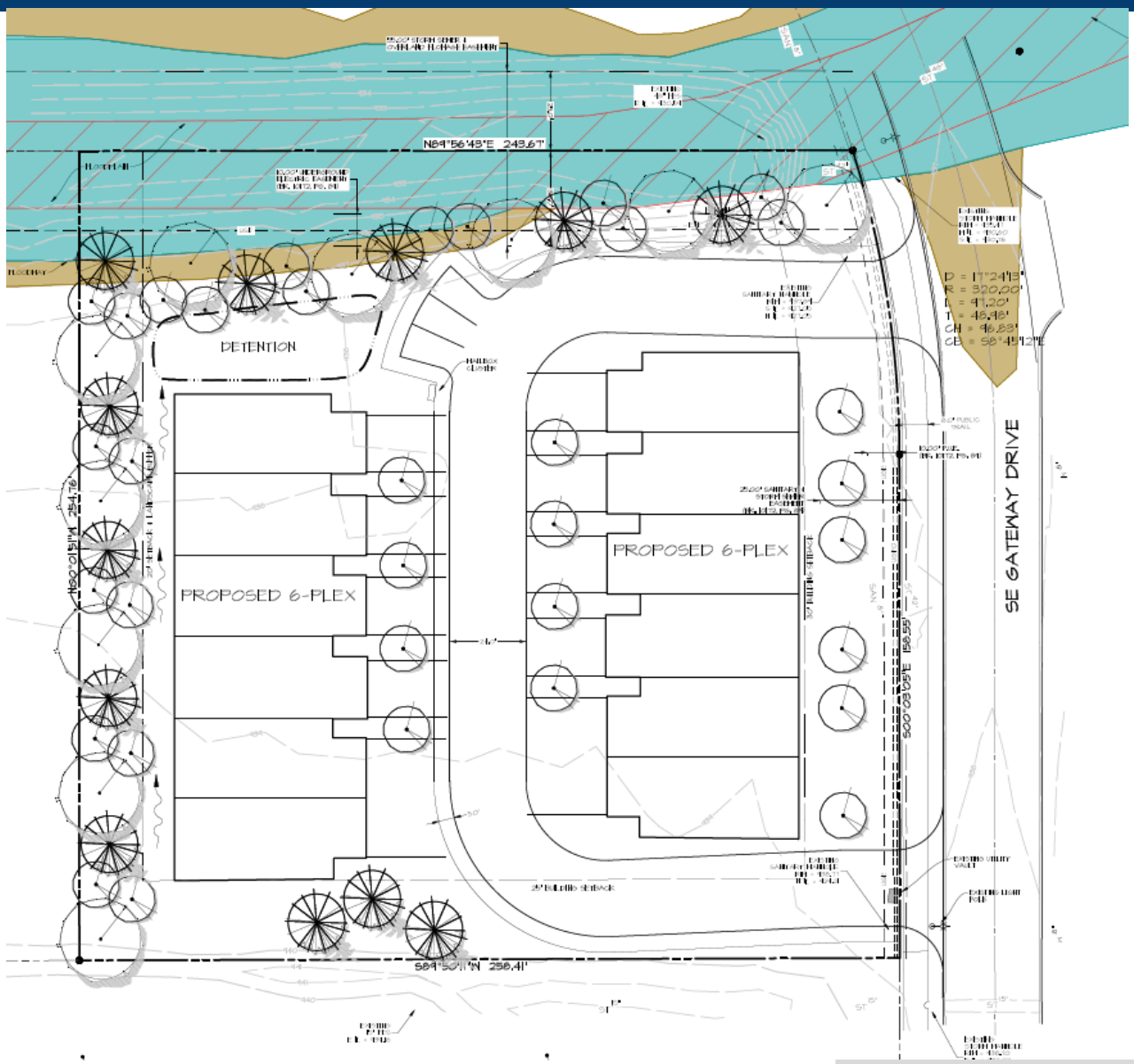
Because the zoning is changing to residential, parkland dedication will be required for the property. However, since the Parks and Trails Master Plan does not anticipate a park on the property and the small scale of the project, the developer will provide the City with a fee in lieu of dedicating land. The money will be utilized to make improvements within Shaver Park, which is the nearest park to serve the property.



Future Land Use Map

The proposed zoning change to R-3 Medium is consistent with the future land use designation of Mixed Use 1. which allows a mix of uses, including residential uses.

Site Layout



STREET ACCESS

Access into the site is proposed to be provided via two driveways from SE Gateway Drive. The internal street will be private.

PEDESTRIAN ACCESS

An 8' trail will be constructed along SE Gateway Drive and a minimum 5' sidewalk will be provided internal to the development on at least one side of the private street.

DEVELOPMENT STANDARDS

Density—8 units per acre

Setbacks—
- Front—30'
- Rear—30'
- Side—7'

Height—35', 2 stories

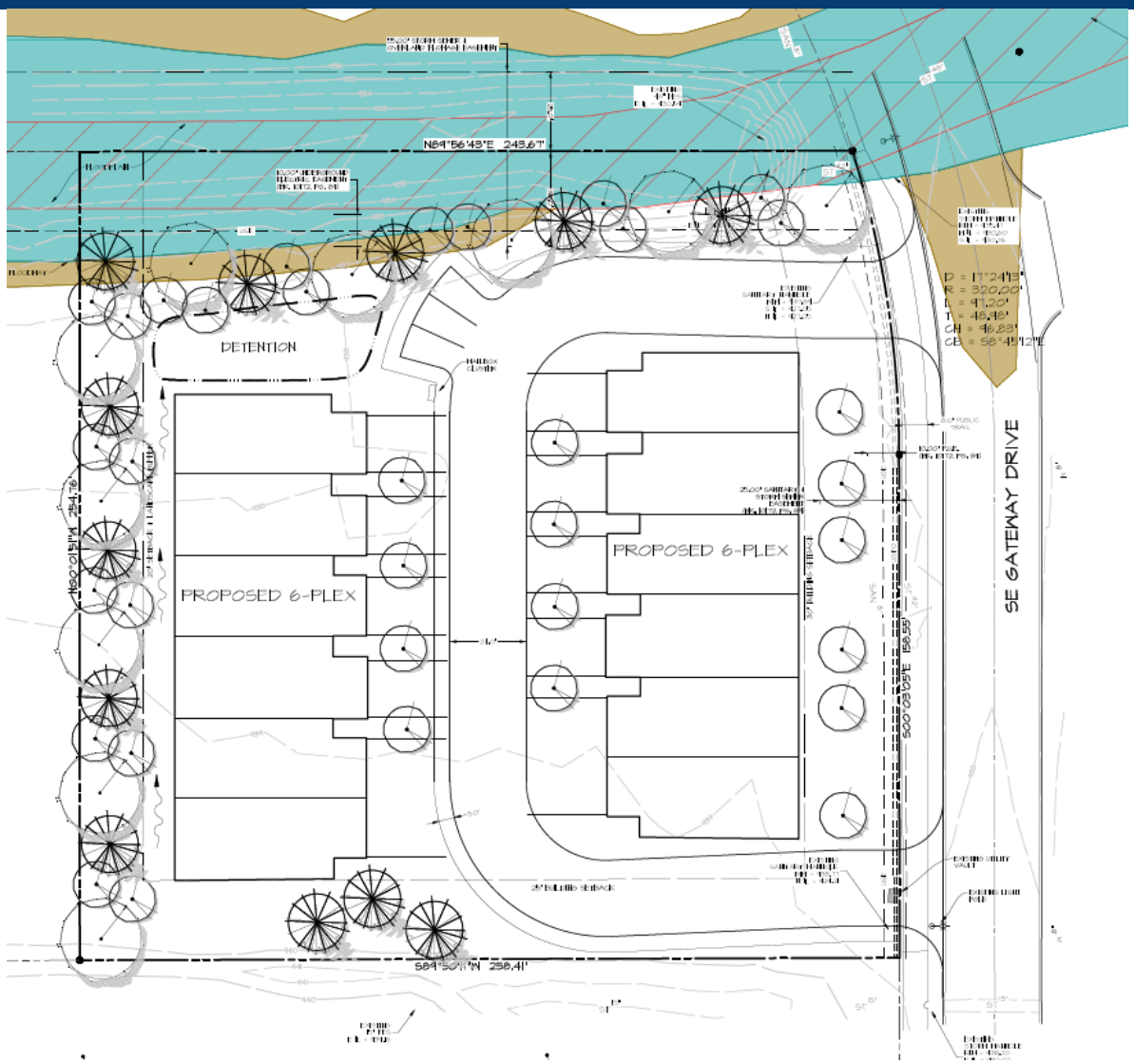
Open Space—40%

Landscape Buffer—20' along the north and west property line

DEVELOPMENT AGREEMENT

As part of the rezone, a development agreement will be developed and approved outlining the development standards, required public improvements, and parkland fee in lieu of land dedication.

Utilities & Landscaping



Utilities & Landscaping Map

SANITARY

Sanitary is existing on the west side of SE Gateway Drive.

WATER

Water is existing on the east side of SE Gateway Drive.

STORM WATER

Stormwater detention will be required onsite. There is no regional detention facility to serve this property.

FLOODPLAIN

There is floodway and floodplain located along the north side of the property. Improvements will be kept out of the floodway. Any improvements proposed within the floodplain will be reviewed to comply with the floodplain ordinance and require a permit.

LANDSCAPING

A 20' landscape buffer will be required along the north and west property lines. Landscaping will be required to follow the Highway 141 landscaping standards, which will require plantings along the project frontage facing SE Gateway Drive.

Conclusion

STAFF RECOMMENDATION

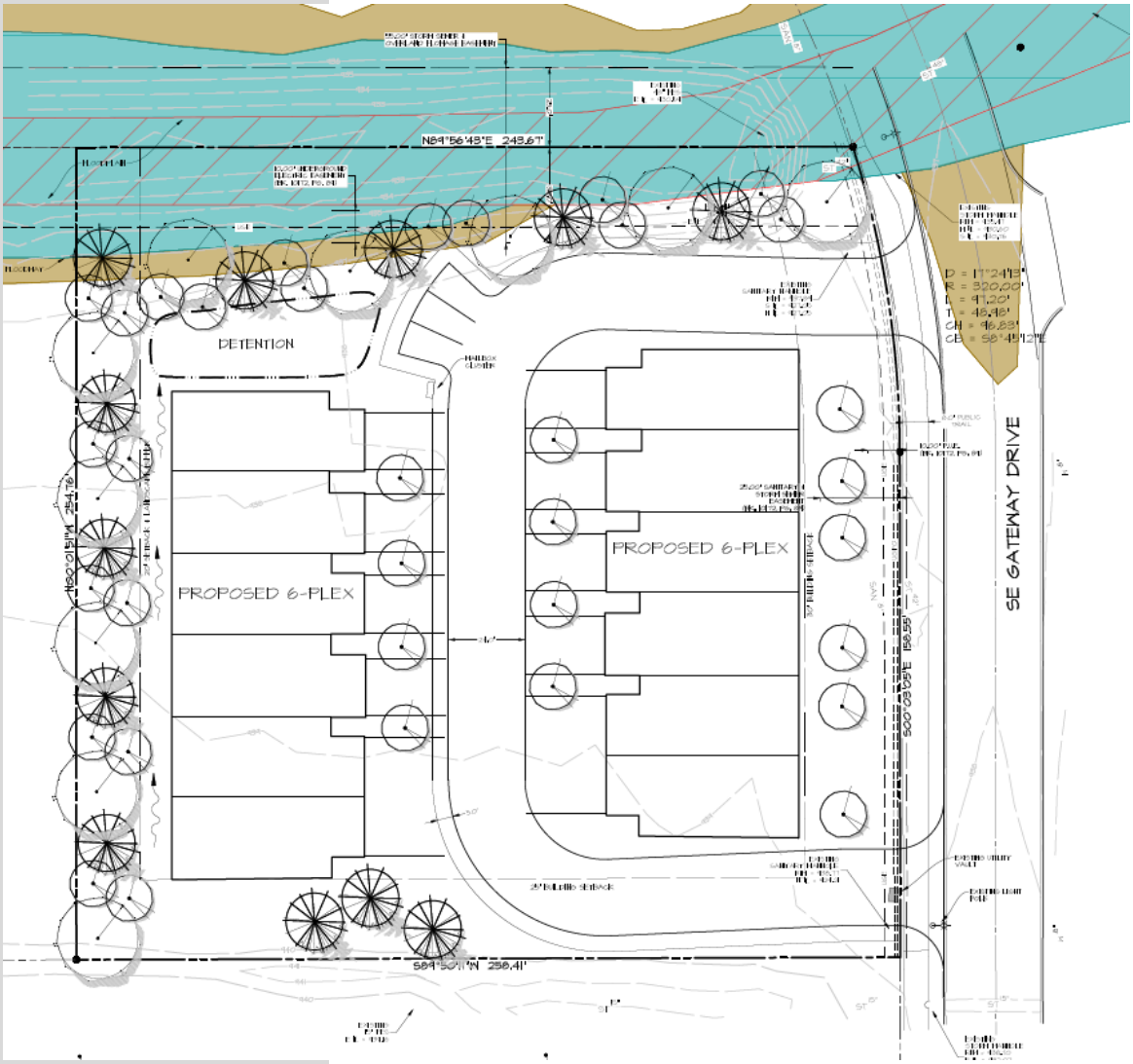
Staff recommends approval of the Grimes Crossing Rezone .

Conclusion

The proposed R-3 Medium zoning is consistent with the future land use plan.

The developer will provide a fee in lieu of dedicating parkland which will be utilized for improvements within Shaver Park.

An 8′ trail will be provided along SE Gateway in compliance with the Parks and Trails Master Plan.



Development Services
410 SE Main St, Suite 102
Grimes, IA 50111
(515)986-4050
www.grimesiowa.gov

~~December 5, 2022~~
~~March 13, 2023~~
April 18, 2023

Civil Engineering Consultants
Attn: Shane Devick
2400 86th Street, Suite 12
Urbandale, IA 50322

RE: Grimes Crossing Rezone

Dear Mr. Devick:

The Development Services Department is in receipt of a proposed Rezoning for the Grimes Crossing Rezone. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

1. Please provide legal description of the area to be rezoned to the centerline of the road. Please provide the legal description in Word format. Legal description needs to be to the centerline of SE Gateway Drive.

2. Please provide updated rezone map with property owners within 250' for the property to be rezoned. Please provide rezone map with property owner information included. See example provided.

Rezone Concept Comments:

~~1. Please update the landscape buffer plantings to match the development agreement.~~

~~2. Stormwater detention cannot be located within the floodplain.~~

3. Detention will likely cause a few of the units to be removed. Depending on the number removed, the zoning may need to be changed to R-3 Medium (8 du/a) instead of R-3 High. The zoning request should change to R-3 Medium due to the density of the concept which is more realistic due to site circulation and, detention, and floodplain.

4. ~~Please show required visitor parking (1 space/5 units).~~

5. ~~Please change the 5' sidewalk along SE Gateway Dr to 8' trail. Shift the trail to be located within the right-of-way.~~

6. ~~A minimum of 40% open space is required. Please revise plan accordingly.~~

7. ~~The unit on Lot 1 doesn't appear to meet the setback. Please adjust.~~

8. ~~The fence along SE Gateway Dr is not permitted. Fencing is not allowed within the front yard. Please remove.~~

9. Provide concept elevations for the buildings, including the front door elevations for the units facing SE Gateway Dr. The elevations need to meet the R-3 architecture requirements (See Section 12-13-1 zoning ordinance). A minimum of 25% of all sides of the buildings shall be masonry material. Please provide.

10. Revise the rear setback to 30'. The side setback is 7'.

Site Plan Comments:

The concept plan does not need to have site plan level detail. However, staff have the following comments to help you prepare for site plan submittal and that could affect the concept plan layout.

1. Discharge into the floodplain will require a 404 permit and City of Grimes floodplain permit.

2. The driveway into the site will need to be elevated above the floodplain.

3. Staff would like to see turning movements with the site plan submittal. The curves on the private driveway look tight.

4. Is the property proposed to be platted into individual lots? This will determine how utilities will need to be provided for the units.

5. A swale will likely be required along the west side of the site. How will a buffer be proposed within a swale?

6. There appears to be a utility vault in the location of the south driveway that will need to be relocated.

7. A streetlight will also need to be relocated due to location of the south driveway.

8. The square footage of both buildings would require fire suppression.

9. In looking at the building floor plan, is there a bathroom right off of the garage?

10. Label proposed location for the mailbox cluster. The cluster will need to be provided along an ADA accessible route.

11. Landscaping will need to be provided in accordance with the Highway 141 Corridor District requirements. Buffer landscaping can count toward the overall open space planting 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:	~~December 12, 2022~~ April 3, 2023 **(1 PDF of Rezoning Map and Concept Plan)**
PLANNING & ZONING:	May 2, 2023 at 5:30
COUNCIL MEETING:	May 23, 2023 at 5:30

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

55.00' STORM SEWER & OVERLAND FLOWAGE EASEMENT

EXISTING 48" FES E IE = 430.54

EXISTING 48" FES W IE = 431.30

N89°56'43"E 243.67'

FLOODPLAIN

100 YR FLOODWAY

500 YR FLOODWAY

10.00' UNDERGROUND ELECTRIC EASEMENT (BK. 10172, PG. 84)

USE

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'
LT = 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

20' SETBACK & LANDSCAPE BUFFER

N89°01'51"W 254.76

24.0'

5.0'

S00°03'05"E 156.55

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

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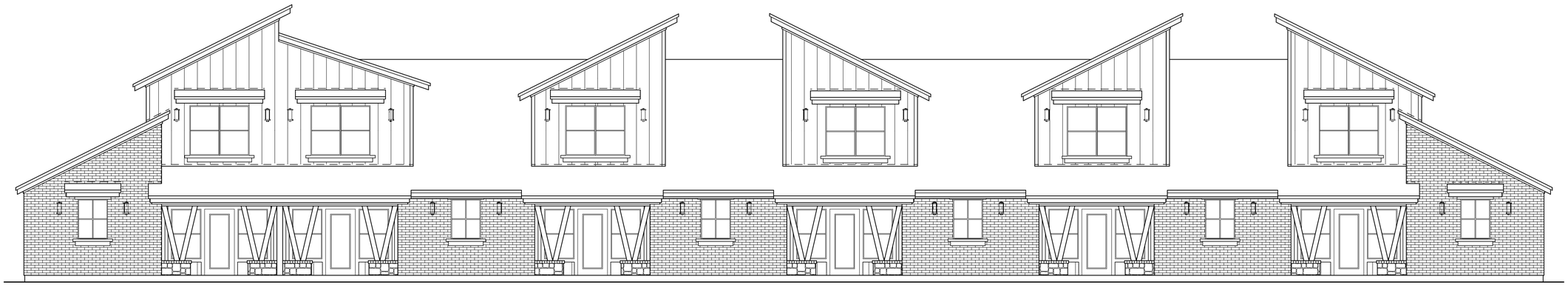


EAST SIDE ELEVATION- SE GATEWAY FACADE

SCALE: 3/32"=1'-0"

ORDINANCE #783

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 GRIMES CROSSING 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 1.5 acres legally described on Exhibit A (the "Property") from C-2 (General and Highway Service Commercial District) to R-3 Medium (Medium Density Two or More Family Dwelling 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-3 Medium Classification. Said restrictions are set forth in the Zoning Change and Development Agreement (the "Agreement") by and between the City of Grimes, Iowa, and Sanav Venture, 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 July, 2023.

ATTEST:

_____
Scott Mikkelsen, Mayor

_____
Rochelle Williams, City Clerk

Exhibit A

Legal Description of Property

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date:05/23/2023

AGENDA ITEM: Resolution #05-4323 Approving City of Grimes' Budget Amendment for Fiscal Year 2022-2023

BACKGROUND: The City is required to hold a hearing when proposing to amend the budget. The attached notice was published on May 11, 2023. The proposed amendment for the fiscal year 2022-2023 budget will provide for the expenditure of additional funds for property and casualty insurance, legal expense, new capital projects, the 28E with the Chamber, additional bond principal and interest, tree plantings, equipment purchases, and two LifePak units for the ambulance. These expenses were realized after the approval of the budget in March 2022. The City will also make additional transfers from reserve funds to capital projects and to close out completed project funds.

BUDGETARY CONSIDERATIONS: $1,654,808 in additional expenses and $14,700,973 in additional transfers are included in the amendment.

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): The budget was adopted and approved on March 22, 2022. The Public Hearing on the proposed amendment was set on May 9, 2023 and published on May 11, 2023.

STAFF RECOMMENDATION: Staff recommends approval.

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

Prepared by: Marcia Woodke
Return to: Marcia Woodke

CITY OF GRIMES

RESOLUTION # 05-5323

Resolution Approving City of Grimes' Budget Amendment for Fiscal Year 2022-2023

WHEREAS, The Finance Director has prepared amendment #1 to the annual budget for fiscal year 2022-2023; and

WHEREAS, The Notice of Public Hearing was published on May 11, 2023; and

WHEREAS, the Grimes City Council did hold a public hearing concerning the budget amendment for the 2022-2023 fiscal year on May 23, 2023; and

WHEREAS, the Grimes City Council, after hearing all taxpayers wishing to be heard, gave final consideration to the proposed budget amendment;

NOW THEREFORE, **BE IT HEREBY RESOLVED**, by the City Council of the City of Grimes, Iowa, that they do hereby approve budget amendment #1 for the 2022-2023 fiscal year as attached in the amendment form.

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

BE IT FURTHER RESOLVED, by the City Council of Grimes, Iowa that the City Clerk is directed to submit these forms to the Polk & Dallas County Auditors.

Passed and approved this 23rd day of May, 2023.

_____ _____

Scott Mikkelsen, Mayor Date

Attest:

_____ _____

Rochelle Williams, City Clerk Date

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET
City of GRIMES
Fiscal Year July 1, 2022 - June 30, 2023

The City of GRIMES will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023

Meeting Date/Time: 5/23/2023 05:30 PM	**Contact:** Marcia Woodke	**Phone:** (515) 986-3036

Meeting Location: Grimes Community Center 410 SE Main St, Grimes, IA

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals.

REVENUES & OTHER FINANCING SOURCES		**Total Budget as Certified or Last Amended**	**Current Amendment**	**Total Budget After Current Amendment**
Taxes Levied on Property	1	12,293,453	0	12,293,453
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	12,293,453	0	12,293,453
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	6,772,510	0	6,772,510
Other City Taxes	6	2,978,703	0	2,978,703
Licenses & Permits	7	616,500	0	616,500
Use of Money & Property	8	142,092	311,044	453,136
Intergovernmental	9	3,522,368	13,847	3,536,215
Charges for Service	10	11,848,112	84,400	11,932,512
Special Assessments	11	5,000	0	5,000
Miscellaneous	12	281,284	12,088,454	12,369,738
Other Financing Sources	13	43,375,500	0	43,375,500
Transfers In	14	9,212,301	14,700,973	23,913,274
Total Revenues & Other Sources	15	91,047,823	27,198,718	118,246,541
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	5,813,343	74,045	5,887,388
Public Works	17	3,548,856	35,954	3,584,810
Health and Social Services	18	8,000	0	8,000
Culture and Recreation	19	2,918,133	23,300	2,941,433
Community and Economic Development	20	4,170,806	167,678	4,338,484
General Government	21	2,042,325	99,880	2,142,205
Debt Service	22	5,762,007	163,417	5,925,424
Capital Projects	23	57,603,800	13,378,400	70,982,200
Total Government Activities Expenditures	24	81,867,270	13,942,674	95,809,944
Business Type/Enterprise	25	10,897,950	209,879	11,107,829
Total Gov Activities & Business Expenditures	26	92,765,220	14,152,553	106,917,773
Transfers Out	27	9,212,301	14,700,973	23,913,274
Total Expenditures/Transfers Out	28	101,977,521	28,853,526	130,831,047
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-10,929,698	-1,654,808	-12,584,506
Beginning Fund Balance July 1, 2022	30	56,593,273	0	56,593,273
Ending Fund Balance June 30, 2023	31	45,663,575	-1,654,808	44,008,767

Explanation of Changes: The city received additional revenue from interest, ambulance fees, rent, two tree grants, and a donation to the GrimesPlex. The city has additional expense for our property and casualty insurance, legal expense, a TIF agreement, new capital projects, the 28E with the Grimes Chamber, additional bond interest and principal, tree planting expense, equipment purchases, and two LifePak units for the ambulance that were budgeted in the prior fiscal year but not received until the current fiscal year. The city will also make additional transfers from reserve funds to capital projects and to close out project funds.

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 05/23/2023

AGENDA ITEM:
GreenState Credit Union - Site Plan

BACKGROUND:

The applicant is requesting approval of a site plan for GreenState Credit Union, which will allow for the construction of a 4,850 square foot bank. The site is located at the NW corner of E 1st Street and NE Gateway Drive. Access will be via a shared driveway with Arby's off NE 2nd Court. The site is zoned C-2 and is within the Transportation Corridor Mixed Use Development Overlay District.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S):
Planning and Zoning recommended approval – 05/02/2023

STAFF RECOMMENDATION:
Staff recommends the GreenState Credit Union site plan for approval, subject to any remaining staff comments.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Molly Mannel, Assistant Planner
mmannel@grimesiowa.gov
515-986-4050

Prepared by: Molly Mannel
Return to: Molly Mannel

Planning & Zoning Staff Report

CITY OF GRIMES

DATE

May 2, 2023

PROJECT NAME

GreenState Credit Union

APPLICANT

GreenState Credit Union

REQUESTED ACTION

Site Plan

LOCATION

1301 E 1st Street

ZONING

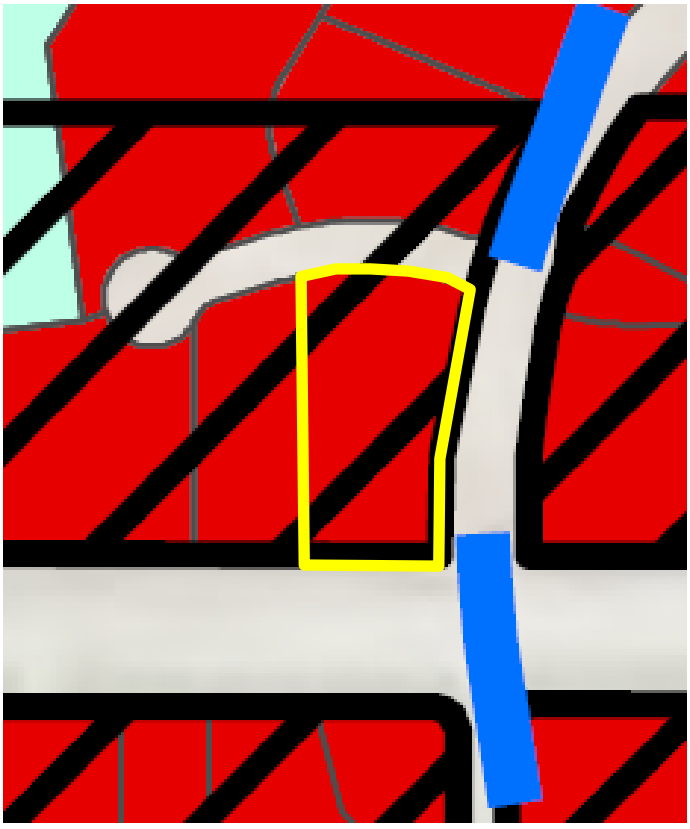
C-2 and Transportation Corridor Mixed Use Development Overlay District

PLANNER

Molly Mannel
mmannel@grimesiowa.gov
515-986-4050

Location Map

Zoning Map



Relation to Comprehensive & Neighborhood Plans

LAND USES & ZONING			
Location	**Existing Land Use**	**Land Use Plan Designation**	**Current Zoning**
Subject Site	Commercial	Mixed Use 1	C-2
North	Commercial	Mixed Use 12	C-2
South	Commercial	Commercial	C-2
East	Commercial	Commercial	C-2
West	Commercial	Mixed Use 1	C-2

PARKS

- Due to the site being a commercial use, no parkland dedication is required.

TRAILS

- A 10' trail along NE Gateway Drive will be installed with the future road widening, and connect to the existing 10' trail along E 1st Street.

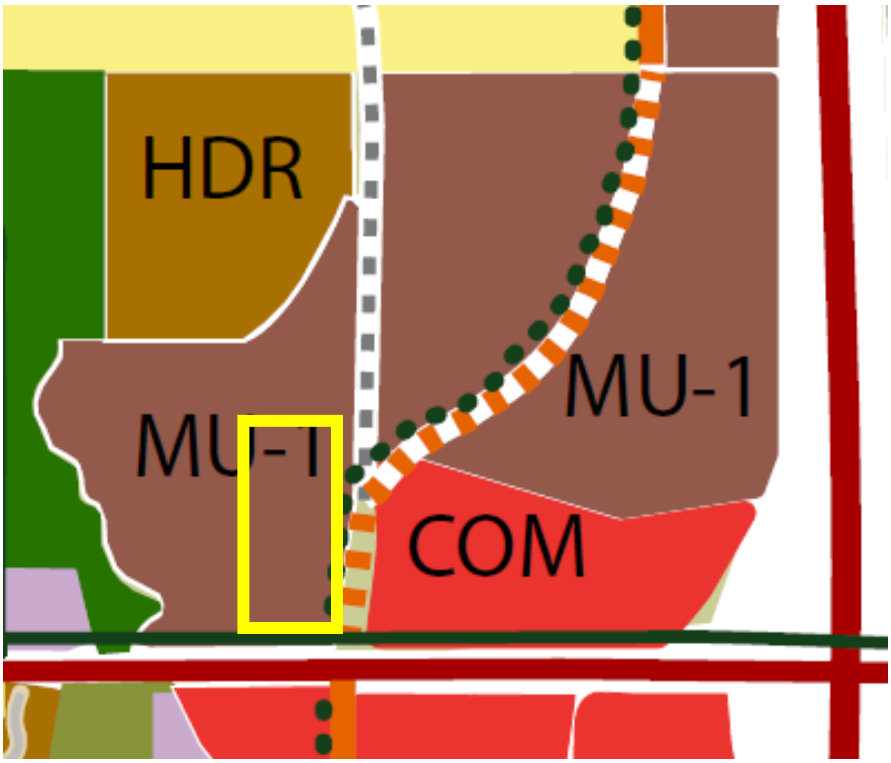
STUDIES

- Snyder & Associates, Inc. is currently working on plans to widen the intersection of NE Gateway Drive and E 1st Street.
- An additional lane will be added at the NW corner of the intersection .

LEGAL

- ROW will be dedicated to the City for the intersection expansion along NE Gateway Drive. A 15' trail easement for the trail along NE Gateway Drive will be public.

Future Land Use Map



The proposed site plan located at the NW corner of NE Gateway Drive and eE1st Street is consistent with the Future Land Use Map. Mixed-Use 1 zoning designation includes the mix of residential, office, and limited commercial uses. The site will be commercial, and compliment the existing surrounding uses.

Site Layout

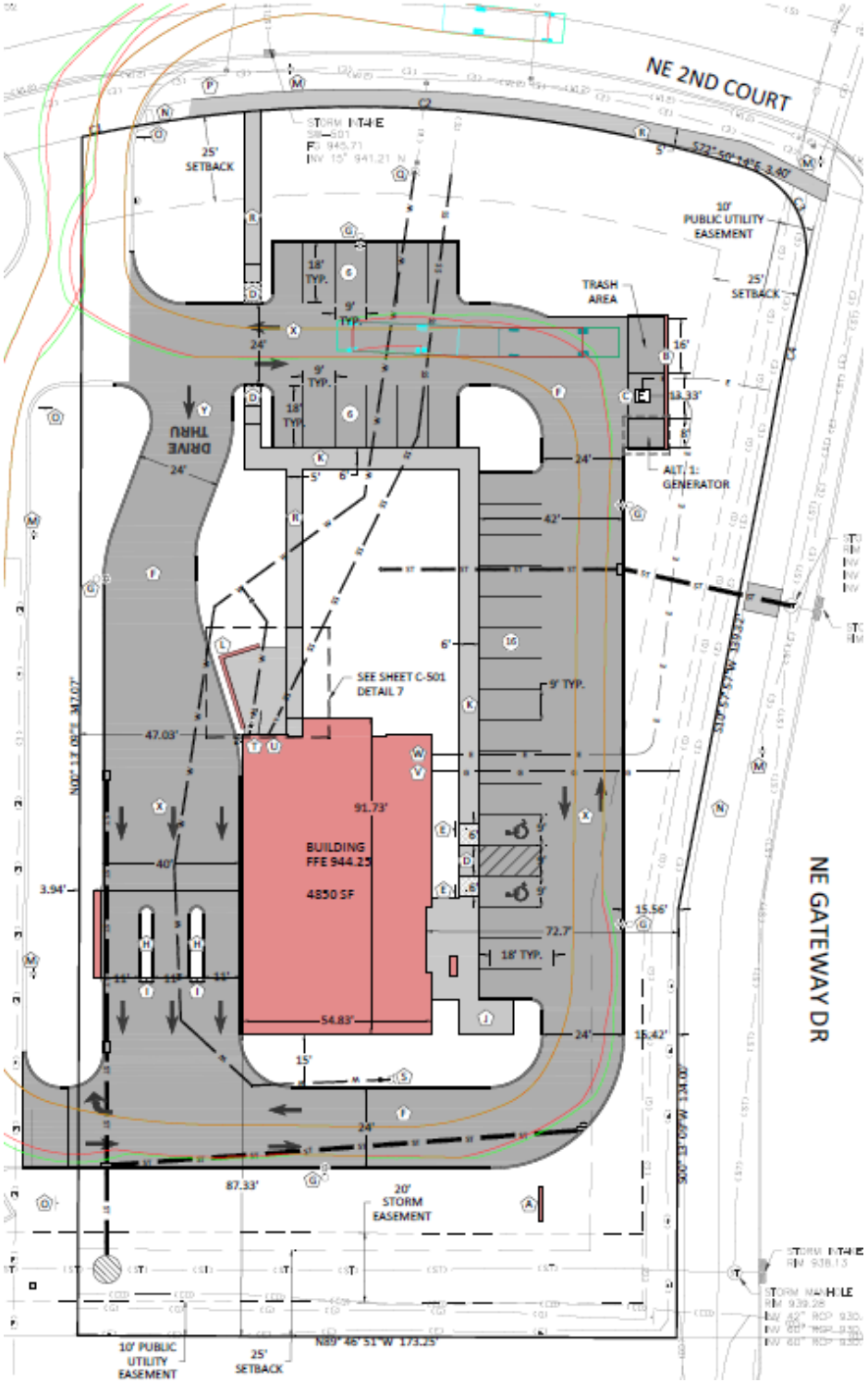
ACCESS

- The site will share an access with Arby's off of NE 2nd Court.
- Customer's may park to the east of the site, or utilize the three-lane drive-through located at the West of the site.
- For site circulation, vehicles will be allowed to exit through the Arby's East drive aisle, and back onto NE 2nd Court. This radius will be large enough to fit emergency service vehicles.
- Pedestrians and employees can access NE 2nd Court via a sidewalk North of the site.
- A 10' trail along NE Gateway Drive will be installed with the future road widening, and connect to the existing 10' trail along E 1st Street.

PARKING

- The required number of parking spaces for a bank is 3 spaces/1,000 square feet. The total square footage of the building is 4,850 square feet. The required amount of parking spaces for this site is 15 spaces.
- The applicant is proposing a total of 28 parking spaces to meet the required customer parking and projected 16 employees. Their proposed open space meets the justification requirements.

Site Layout



Utilities

BUILDING SETBACKS

Front: 25’

Side: 0’

Rear: 25’

SANITARY

- Sanitary access will be stubbed off of NE 2nd Court.

WATER

- Water will be stubbed off of NE 2nd Court.
- Hydrants will be located throughout the site to provide adequate coverage to the building.

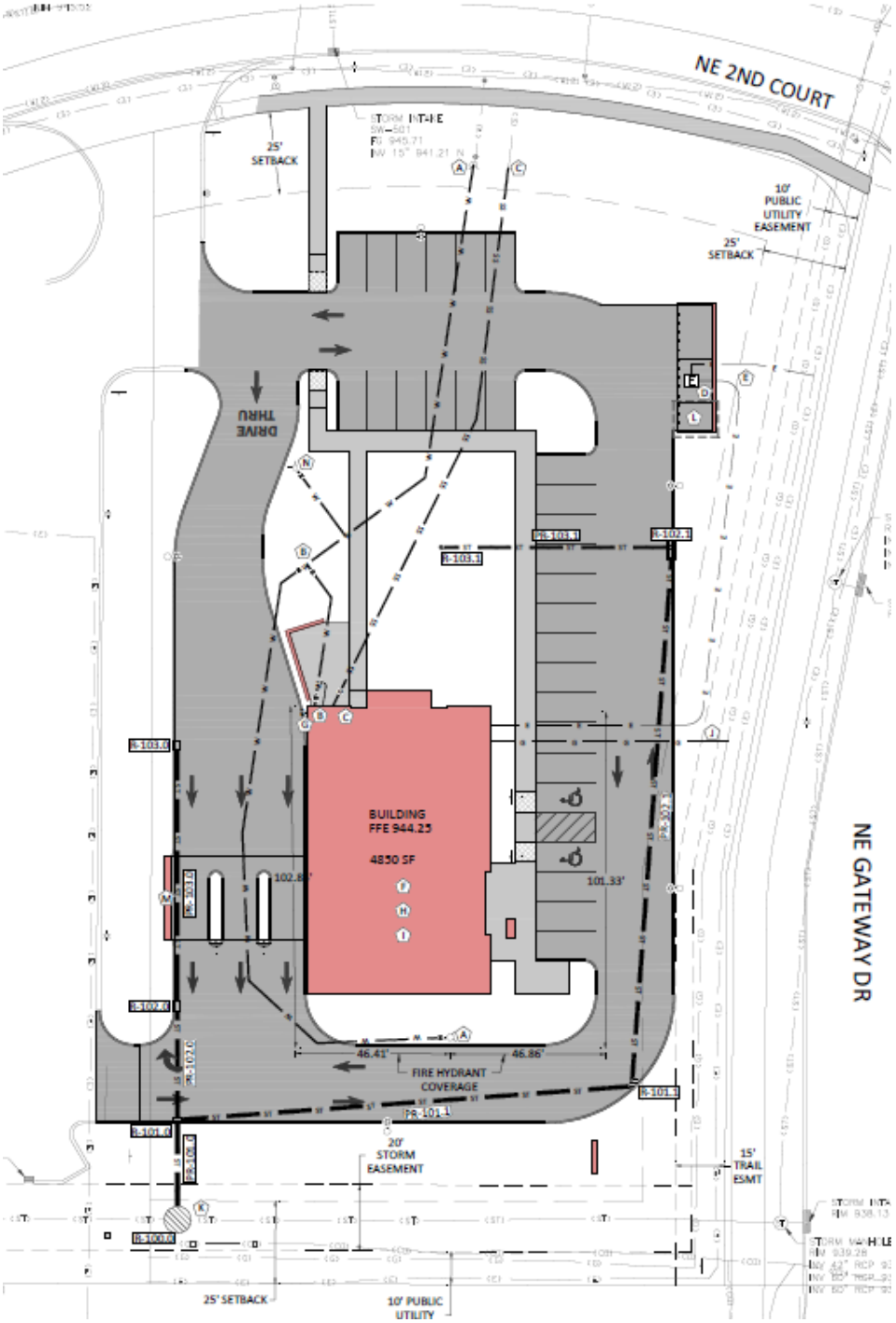
STORM WATER

- Stormwater will flow south and tie into existing storm sewer at the SE corner of the site, before draining to the regional detention basin.

LIGHTING

- Parking lot lighting will be installed on site and be faced internally. There will be no light trespassing onto other properties.

Utilities Map



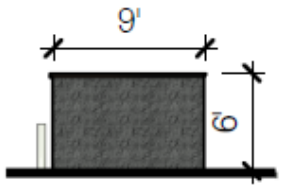
DUMPSTER ENCLOSURE MATERIALS

- The dumpster enclosure will be located at the rear portion of the site.
- They will be primarily mad up of dark split-face CMU that will match the metal wall panels on the primary building.
- A black, opaque louver gate will block the visibility of the dumpsters inside the enclosure.

BUILDING ELEVATION MATERIALS

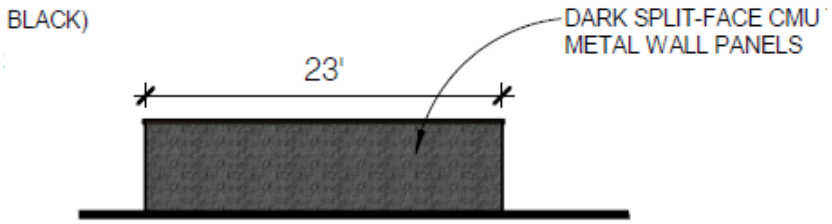
- The building will primarily be constructed of stone veneer, wood veneer, and dark bronze metal composite paneling.
- In compliance with the Transportation Corridor Mixed Use Development Overlay, 40% of the wall length will consist of glazing on the East and South elevations, facing NE Gateway Drive and E 1st Street.
- A canopy over a three-lane drive through area will be located West of the building, and be attached to the primary structure. This will serve customers who'd like to use the teller windows or ATM instead of going inside.

Dumpster Elevations



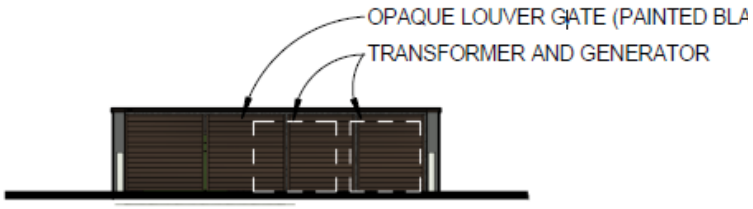
SOUTH / NORTH

1/16" = 1'-0"



EAST

1/16" = 1'-0"



WEST

1/16" = 1'-0"

Architecture — Building Elevations

South

North

East

West

Landscaping & Recommendation

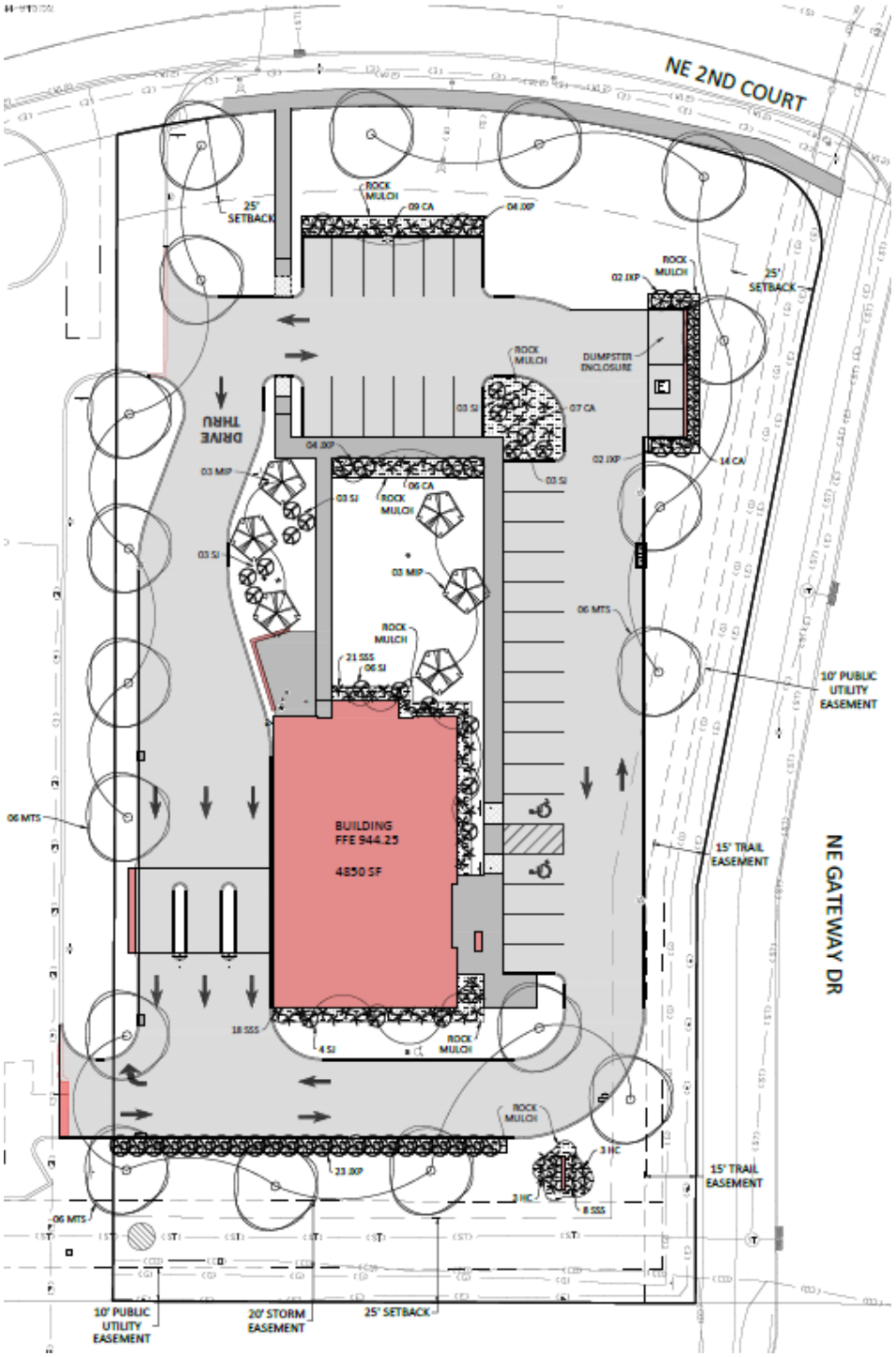
LANDSCAPING

- Trees will be planted throughout the site, and along all frontages.
- Shrubs will be planted along the North parking stalls and southern edge of the site to block any head-light glare from the drive-through aisles and parking lot.
- Due to the number of utilities and widening of NE Gateway Drive, limited plantings will be placed to the East, to avoid interference with utilities and the trailway.
- Shrubs will be added around the perimeters of the building and dumpster enclosure to add additional beautification to the site.

STAFF RECOMMENDATION

Staff would recommend the GreenState Credit Union site plan for approval, subject to any remaining staff comments.

Landscaping Plan



DRAWINGS FOR PROPOSED IMPRO EMENTS

GREEN STATE CREDIT UNION

IN THE CITY OF GRIMES POLK COUNTY IOWA

BEAE ER CREEK WATERSHED

GreenState CREDIT UNION

LEGAL DESCRIPTION

LOT 3 OF HOPE COMMERCIAL PLAT 2 AS RECORDED IN BK 17906 PG 514 525 OF THE POLK COUNTY RECORDER S OFFICE CITY OF GRIMES POLK COUNTY IOWA.

NOTE
ALL CONSTRUCTION WILL BE ACCORDING TO IOWA STATEWIDE URBAN DESIGN SPECIFICATIONS SUDAS 2022 EDITION ALONG WITH THE CITY OF GRIMES CODE OF ORDINANCES.

THE FOLLOWING DESIGN EXCEPTIONS ARE RE UIRED

NONE

SITE INFORMATION

PURPOSE OF DE ELOPMENT
COMMERCIAL BANK BUILDING
BUILDING HEIGHT 20' 8"

CURRENT ONING
C 2 GENERAL COMMERCIAL
TRANSPORTATION CORRIDOR MIXED USE DE ELOPMENT O ERLAY DISTRICT

DIMENSIONAL STANDARDS
C 2 ONING

FRONT SETBACK	25 FEET
SIDE SETBACK	NONE OR 20' BUFFER AGAINST "R" ONES
REAR SETBACK	25' MINUS 1' FOR FRONT GREATER THAN 25' MINIMUM 10'

AREA CALCULATIONS

DESCRIPTION	SF	ACRES	PERCENT
EXISTING PA EMENT	1 102	0.03	1.7
EXISTING ROOF	0	0	0
EXISTING OPEN SPACE	64 248	1.47	98.3
EXISTING TOTAL	65 350	1.500	100
PROPOSED PA EMENT	24 356	0.559	37.3
PROPOSED ROOF	7 946	0.182	12.1
RE UIRED OPEN SPACE	6 535	0.150	10
PROPOSED OPEN SPACE	33 048	0.759	50.6
PROPOSED TOTAL INCLUDES CANOPY	65 350	1.500	100

ERU CALCULATION
1 ERU PER 4 000 SF OF IMPER IOUS SURFACE
32 302 SF 4 000 SF 8 ERU

PROPERTY ADDRESS
100 NE GATEWAY DR GRIMES IA 50111

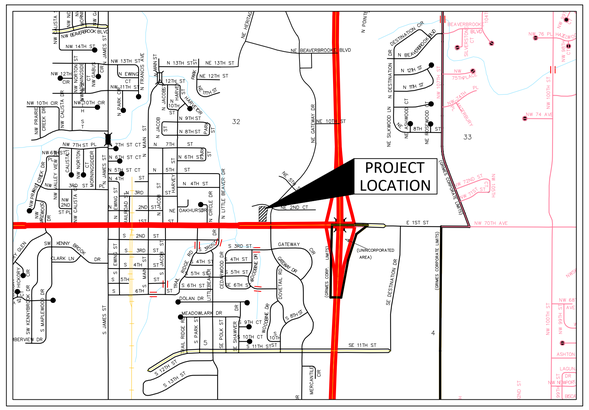
CONSTRUCTION SCHEDULE
JULY 2023 AUGUST 2024

PARKING RE UIREMENTS
PARKING STALL DIMENSIONS 9 FEET 18 FEET

GREENSTATE CREDIT UNION

PUBLIC FLOOR AREA	BANK	4,860 SF
REQUIRED PARKING	3 SPACES/1000 SF	15 SPACES
REQUIRED ADA PARKING		**2 SPACES**
PROVIDED ADA PARKING		**2 SPACES**
TOTAL REQUIRED PARKING		**15 SPACES**
TOTAL PROVIDED PARKING		**28 SPACES**

PROJECT ICINITY MAP


PROJECT LOCATION
NE GATEWAY DR
E 1ST ST
NE 2ND CT
NE 135TH ST
NE 142ND ST
NE BEAVERBROOK BLVD
NW 70TH AVE
SE 11TH ST
S 3RD ST
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CITY OF GRIMES GENERAL NOTES

1. A r d rd rr r l S d Ur D d S SUDAS r P l r d r d C Gr S S .
2. A r r r r d r r r r . T r r r rd . C C Gr B d D 515.986.4050 .
3. A r IDNR NPDES IDOT Ar C r . . d r r r r .
4. Pr d C Gr r rd dr r d r C r .
5. T r rd dr d d r d r d d r r d d r d d r r d. r r d d r d d.
6. R rd dr d r .d d . d .
7. T d r r C ' r rd r r r r r . M r d r d r r r r r d . M r d r d 2 4 r d 2' r d .
8. A K r r d r d r .
9. A d r r r r .
10. Pr d 4 r d r r r d d r d .

CITY OF GRIMES SANITARY SEWER NOTES

1. T r r r r d r r d r r r r r r r . T r r r r r C Gr .
2. S r r r P C SDR 26 r Tr 8 15 .
3. S r r r r P C SDR 23.5 4 6 .
4. A r r .
5. A r r d r .
6. A r r d T B PCC W d .
7. S r r d r r . R d d r r r r . Pr d d d r r C E r D .

CITY OF GRIMES WATER MAIN NOTES

1. A r dr A r F C r W r P r WB 67 250 M r S r C r 250 3 A 423 r C M d F 2545. A dr 6 MJ S 2 1 2 H N 4 1 2 S r N NST T r d P O r N C 5 1 2' r d r d r d. T r r dr 2.0'.
2. A dr d r d r dr d. T C Gr r r r d.
3. A r r r r d dr AA M r Tr r W r R M d TW 18 2.
4. A r d .
5. W r r 1 K r.
6. T C Gr d r .
7. N r r r d d r d r r. T r d d r r d r d d C Gr E r D . A d d C E r D . l d r r r r d r r d r .
8. A r r r d M r r d .
9. A d d d r r r dr .

CITY OF GRIMES STORM SEWER NOTES

1. A r r ROW RCP r r d C .
2. A r d d d r r . T 3 d r d d r r d. A r r r d r r d r d.
3. T r r r r r r d d d d r r . T d d r d r r . T r r r rd d d r d d r d dr .
4. P r r d r r r . R d d r r r r r . Pr d d d r r C E r D .
5. U O r r r r r r r IDNR r r .

ARCHITECT OF RECORD

Neumann Monson Architects

221 East College Street | Suite 303
Iowa City, Iowa 52240
319.338.7878

111 E. Grand Ave. | Suite 105
Des Moines, Iowa 50309
515.339.7800

ENGINEERS OF RECORD

AXIOMCONSULTANTS

CIVIL

Axiom Consultants
60 East Court St. Unit 03
Iowa City, IA 52240
319-519-6220

STRUCTURAL

Axiom Consultants
60 East Court St. Unit 03
Iowa City, IA 52240
319-519-6220

MEPT

Axiom Consultants
60 East Court St. Unit 03
Iowa City, IA 52240
319-519-6220

GEOTECHNICAL

Braun Intertec
1901 16th Ave. Southwest, Ste. 2
Cedar Rapids, IA 52404
319-365-0961

NEUMANN MONSON ARCHITECTS

PROJECT NAME

GSCU Grimes Branch

OWNER

GSCU Credit Union
P.O. Box 800,
North Liberty, Iowa 52317
319-339-1000

PROJECT NO. 220146

ISSUE

DATE	DESCRIPTION
02-27-2023	FIRST SUBMITTAL
04-05-2023	RTC #1
03-31-2023	DD REVIEW SET-NOT FOR CONSTRUCTION
04-21-2023	DD REVIEW SET-NOT FOR CONSTRUCTION
04-25-2023	RTC #2

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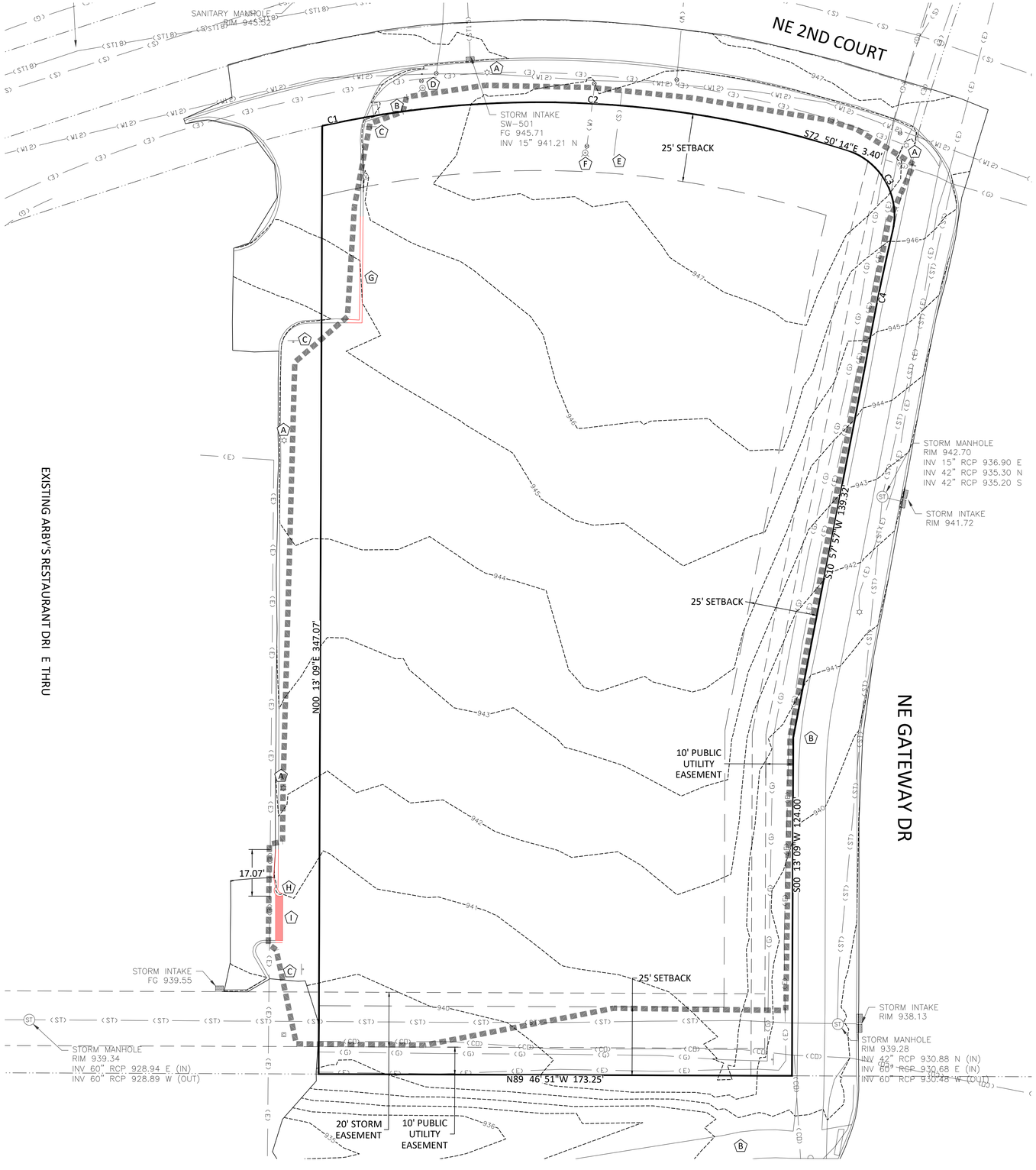
SHEET NAME

CITY OF GRIMES SITE PLAN NOTES

SHEET NUMBER **C-001**



EXISTING CONDITIONS REMO ALS PLAN KEY NOTES

- (A) EXISTING LIGHT POLE TO REMAIN
- (B) EXISTING SIDEWALK
- (C) EXISTING SIGNAGE
- (D) EXISTING HYDRANT TO REMAIN
- (E) EXISTING SANITARY STUB
- (F) REMO E EXISTING HYDRANT
- (G) SAW CUT AND REMO E 43 LF OF CURB AND GUTTER
- (H) SAW CUT AND REMO E 21 LF OF CURB AND GUTTER
- (I) SAW CUT AND REMO E 43 SF OF EXISTING CONCRETE

LEGEND

- LIMITS OF DISTURBANCE
- PROPERTY BOUNDARY

CUR E TABLE					
CUR E	LENGTH	RADIUS	DELTA	CHORD DIR.	CHORD LEN.
C1	8.43	370.00	1 18'20"	N78 15' 36"E	8.43
C2	182.43	370.00	28 15'00"	S86 57' 44"E	180.59
C3	37.59	25.00	86 09'14"	S29 45' 37"E	34.15
C4	49.46	797.24	3 33'16"	S11 32' 23"W	49.45

ARCHITECT OF RECORD

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CIVIL

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Iowa City, IA 52240
319-519-6220

STRUCTURAL

Axiom Consultants
60 East Court St. Unit 03
Iowa City, IA 52240
319-519-6220

MEPT

Axiom Consultants
60 East Court St. Unit 03
Iowa City, IA 52240
319-519-6220

GEOTECHNICAL

Braun Intertec
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Cedar Rapids, IA 52404
319-365-0961

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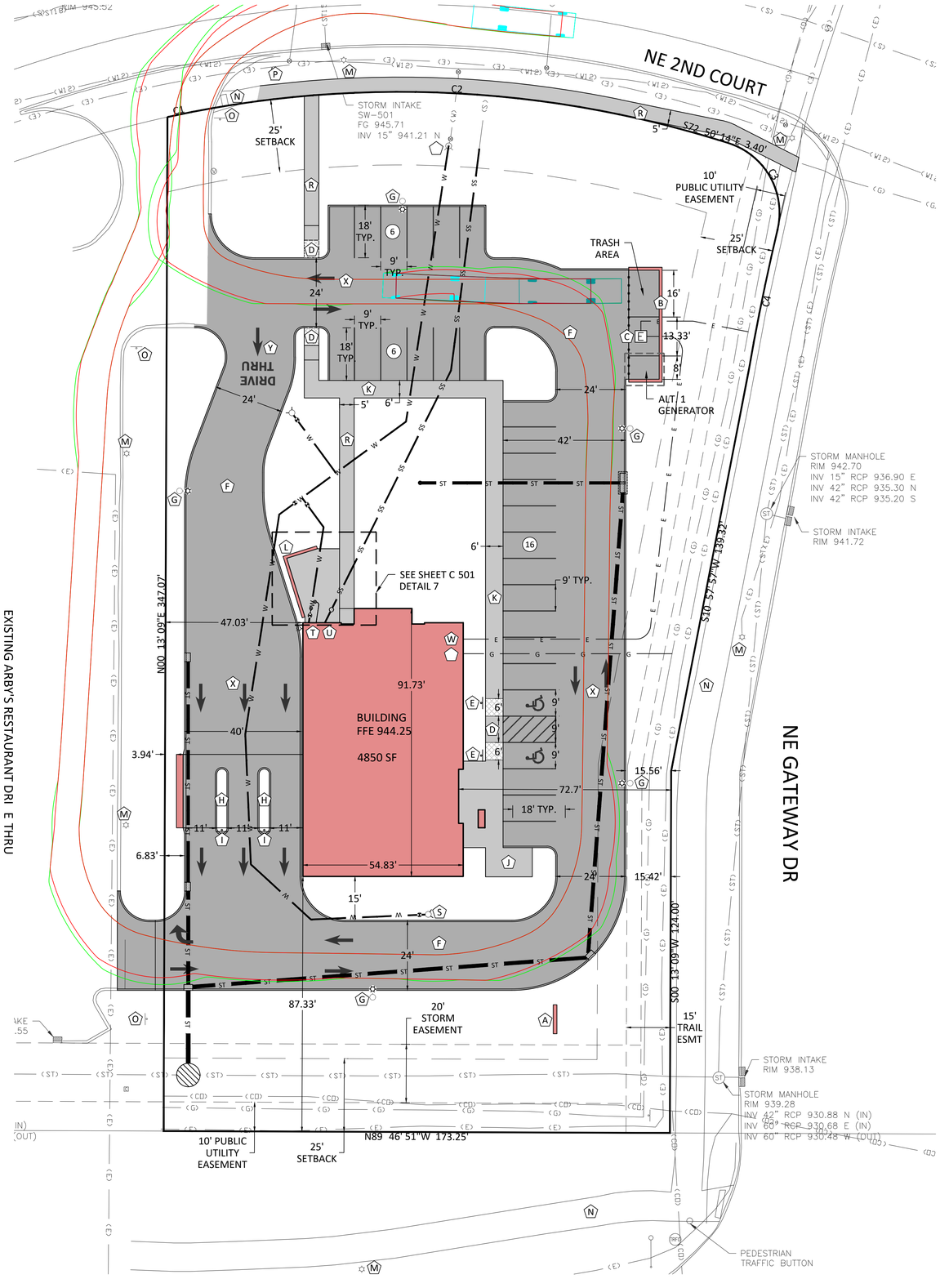
SHEET NAME

EXISTING CONDITIONS & REMOVALS PLAN

SHEET NUMBER C-100



GENERAL NOTES

1. THE APPRO ING AUTHORITY FOR THIS PROJECT SHALL BE THE **CITY OF GRIMES.**
2. THE TERM "ENGINEER" REFERS TO **AXIOM CONSULTANTS, LLC**.
3. THE TERM "CONTRACTOR" REFERS TO THE GENERAL CONTRACTOR AND ANY AND ALL SUB CONTRACTORS WORKING ON THE PROJECT.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH STATEWIDE URBAN DESIGN AND SPECIFICATIONS SUDAS INCLUDING THE APPRO ING AUTHORITY'S SUPPLEMENTAL SPECIFICATIONS.
5. THE LOCATION OF UNDERGROUND UTILITIES INCLUDING MAINS SER ICE LINES STRUCTURES AND OTHER APPURTENANCES ARE APPROXIMATE ONLY. LOCATIONS SHOWN WERE OBTAINED FROM PLANS OF RECORD AND OR UTILITY LOCATES. THERE MAY BE ADDITIONAL UTILITIES THAT ARE NOT SHOWN ON THESE DRAWINGS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING IOWA ONECALL 811 OR . . PRIOR TO PERFORMING ANY WORK INCLUDING PRO IDING SUFFICIENT LEAD TIME FOR LOCATES TO BE COMPLETED PRIOR TO PERFORMING WORK
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE LOCAL MUNICIPALITY INCLUDING IOWA DOT AND COUNTY ROADS DEPARTMENT IF APPLICABLE AND OR APPROPRIATE UTILITY COMPANIES OF THE ANTICIPATED WORK SCHEDULE. THE CONTRACTOR SHALL COORDINATE WORK SCHEDULES AS RE UIRED. A MINIMUM OF 48 HOURS NOTICE IS RECOMMENDED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LOCAL STATE AND FEDERAL PERMITS UNLESS NOTED OTHERWISE IN THE CONTRACT DOCUMENTS. THESE INCLUDE BUT ARE NOT LIMITED TO DEMOLITION PERMITS AND WORK IN THE RIGHT OF WAY PERMITS. THE CONTRACTOR SHALL MAKE ALLOWANCES IN THE SCHEDULE FOR THE TIME RE UIRED TO OBTAIN PERMITS AND ANY ASSOCIATED NOTICE PERIODS.
9. THE CONTRACTOR SHALL LIMIT ALL WORK STAGING AND MATERIALS STORAGE TO THE PROJECT AREA AS IDENTIFIED WITHIN THE CONTRACT DOCUMENTS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING PROPERTY MONUMENTS PINS WITHIN AND ADJACENT TO THE PROJECT AREA. THE ENGINEER SHALL BE MADE AWARE OF ANY PROPERTY MONUMENTS THAT ARE AT RISK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH RESETTING PROPERTY MONUMENTS REMO ED OR DESTROYED BY CONSTRUCTION ACTI ITY INCLUDING THE COST OF PREPARING AND RECORDING ANY NECESSARY PLATS. ALL PROPERTY MONUMENTS SHALL BE SET BY A LAND SUR EYOR REGISTERED TO PRACTICE IN THE STATE OF IOWA.

SITE PREPARATION NOTES

1. DEMOLITION REMO AL LIMIT LINE IS THE EXISTING PROPERTY LINE UNLESS NOTED OTHERWISE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ADJACENT PROPERTY DURING DEMOLITION REMO AL OPERATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRO IDING PROPER SANITATION FACILITIES ON SITE AND MAINTAINING SAID FACILITIES FOR THE DURATION OF THE PROJECT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT TREES AND OTHER DESIRABLE EGETATION FROM DAMAGE AS A RESULT OF CONSTRUCTION ACTI ITY. PROTECTION INCLUDES BUT IS NOT LIMITED TO CONSTRUCTION FENCING AROUND THE DRIP LINE OF TREES AND PROHIBITING EHICLE TRAFFIC AND MATERIAL STORAGE WITHIN THE DRIP LINE.
4. REMO AL AND DISPOSAL OF EXISTING TREES AND OTHER EGETATION WITHIN THE CONSTRUCTION LIMITS SHALL BE INCIDENTAL TO THE GRADING PORTION OF THE PROJECT UNLESS NOTED OTHERWISE IN THE CONTRACT DOCUMENTS. STUMPS ARE TO BE GROUND TO AT LEAST TWO FEET BELOW FINISHED GRADE OR OTHERWISE REMO ED. TRUNKS BRANCHES AND OTHER WOODY EGETATION SHALL BE CHIPPED OR SHREDDED AND USED FOR EROSION AND SEDIMENT CONTROL MATERIALS UNLESS NOTED OTHERWISE. NO BURNING SHALL BE ALLOWED.
5. FULL DEPTH SAW CUTS SHALL BE UTILI ED WHERE ADJACENT PA EMENT WILL REMAIN TO PRE ENT DAMAGE TO THE PA EMENTS THAT WILL REMAIN.
6. WHERE A SECTION OF PA EMENT CURB AND GUTTER AND OR SIDEWALK IS DAMAGED BY CONSTRUCTION ACTI ITY THE CONTRACTOR SHALL REMO E AND REPLACE THE ENTIRE AFFECTED SECTION AT NO ADDITIONAL COST.
7. PA EMENT CURB AND GUTTER AND OR SIDEWALKS SHALL BE REMO ED TO THE NEAREST JOINT A MINIMUM OF TWO FEET BEYOND EXCA ATION AND TRENCH LIMITS TO PRE ENT UNDERMINING.
8. UNLESS NOTED OTHERWISE ANY EXISTING STRUCTURES SHOWN ON THE PLANS FOR REMO AL SHALL BE REMO ED IN THEIR ENTIRETY. THIS INCLUDES BUT IS NOT LIMITED TO FOUNDATIONS AND FOOTINGS FLOORS WALLS UTILITY SER ICE LINES SIDEWALKS DRI EWAYS CURBS AND OTHER ASSOCIATED PA EMENT.
9. CONCRETE BUILDING MATERIALS AND OTHER WASTE MUST BE DISPOSED OF OFFSITE UNLESS NOTED OTHERWISE. THE CONTRACTOR SHALL PRO IDE APPROPRIATE SORTING AND WASTE STORAGE AREAS ON SITE FOR WASTE MATERIALS PRIOR TO HAUL OFF. DISPOSAL SITES MUST BE APPRO ED BY THE ENGINEER. OFF SITE DISPOSAL SHALL BE IN ACCORDANCE WITH ALL APPLICABLE LOCAL STATE AND FEDERAL REGULATIONS.

LEGEND

UTILITIES	EXISTING	PROPOSED
COMMUNICATIONS	(CO)	CO
O ERHEAD LINE	(OH)	OH
ELECTRIC	(E)	E
FIBER OPTIC	(FO)	FO
GAS	(G)	G
SANITARY SEWER	(S)	SS
STORM	(ST)	ST
WATER DOMESTIC	(W)	W
COMM. HANDHOLE		
COMM. PEDESTAL		
GUY WIRE ANCHOR		
UTILITY POLE		
UTILITY POLE WITH LIGHT		
LIGHT POLE		
ELECTRIC TRANSFORMER		
FIBER OPTIC HANDHOLE		
GAS AL E		
SANITARY MANHOLE		
SANITARY CLEANOUT		
STORM MANHOLE		
STORM INTAKE		
HYDRANT		
WATER AL E		
CURB STOP		

SITE	EXISTING	PROPOSED
CONTOUR INDEX	100	(100)
CONTOUR INTERMEDIATE	101	(100)
SIGN		

SITE PLAN KEY NOTES

- (A) PROPOSED SIGN LOCATION. REFER TO ARCHITECTURAL PLAN FOR ADDITIONAL DETAILS. FINAL LOCATION TO BE ERIFIED WITH GENERAL CONTRACTOR AND SIGN INSTALLATION SUBCONTRACTOR. **A SEPARATE SIGN PERMIT PLAN MUST BE SUBMITTED, REVIEWED, AND APPROVED PRIOR TO ANY SIGN INSTALLATION.**
- (B) ENCLOSURE TO BE FULLY ENCLOSED OPA UE AND GATED. ALL TRASH COLLECTION AREAS MUST BE SCREENED FROM THE PUBLIC RIGHT OF WAY. SCREENING SHALL BE BETWEEN A HEIGHT OF 6 AND 8 FEET TALL MEASURED FROM THE GROUND LE EL AROUND THE OUTSIDE OF THE SCREENING. REFER TO CITY OF GRIMES CODE OF ORDINANCES 012 5 11 FOR SCREENING RE UIREMENTS. MATERIALS TO MATCH BUILDING. SEE A 504 FOR DETAILS.
- (C) PROPOSED ELECTRICAL TRANSFORMER.
- (D) PROPOSED ADA CURB RAMP WITH DETECTABLE WARNING SURFACE. SEE SUDAS DETAIL 7030.206.
- (E) PROPOSED ADA PARKING SIGN. SEE SHEET C 501 FOR DETAILS.
- (F) PROPOSED STANDARD DUTY PA EMENT. SEE SHEET C 501 FOR DETAILS.
- (G) PROPOSED LIGHT POLE. SEE SITE LIGHTING AND PHOTOMETRIC PLAN FOR DETAILS.
- (H) PROPOSED BOLLARDS. SEE ARCHITECTURAL PLANS A 101 FOR SPECIFIC LOCATIONS. SEE C 501 FOR CONSTRUCTION DETAIL.
- (I) PROPOSED "DO NOT ENTER" SIGN ON BACKSIDE OF POST BY ATM. SEE SHEET C 501 FOR DETAILS.
- (J) PROPOSED BIKE RACKS ON 10' X 10' CONCRETE PAD. SEE ARCH. PLANS FOR BIKE RACK DETAILS.
- (K) PROPOSED SIDEWALK WITH 1" ROUND O ER INTEGRAL CURB. SEE SHEET C 501 FOR DETAILS.
- (L) PROPOSED PRI ACY SCREEN SEE ARCH. PLANS
- (M) EXISTING LIGHT POLE
- (N) EXISTING SIDEWALK
- (O) EXISTING SIGNAGE
- (P) EXISTING HYDRANT
- (⬠) CONTRACTOR TO SAL AGE EXISTING HYDRANT
- (R) PROPOSED SIDEWALK. SEE SHEET C 501 FOR DETAILS.
- (S) PROPOSED HYDRANT. SEE SHEET C 102.
- (T) PROPOSED WATER SER ICE. SEE SHEET C 102.
- (U) PROPOSED SANITARY SER ICE. SEE SHEET C 102.
- (⬠) PROPOSED GAS SER ICE. SEE SHEET C 102.
- (W) PROPOSED ELECTRIC SER ICE. SEE SHEET C 102.
- (X) PROPOSED PA EMENT MARKINGS TYP.
- (Y) NOTE ADDITIONAL PAINT MARKINGS "DRI E THRU"

CUR E TABLE					
CUR E	LENGTH	RADIUS	DELTA	CHORD DIR.	CHORD LEN.
C1	8.43	370.00	1 18'20"	N78 15' 36"E	8.43
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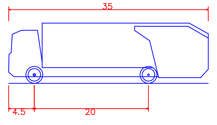

Rear-Load Garbage Truck	
Overall Length	35.000ft
Overall Width	8.375ft
Overall Body Height	10.546ft
Min Body Ground Clearance	1.000ft
Track Width	8.375ft
Lock-to-lock time	6.00s
Curb to Curb Turning Radius	29.300ft

DESIGN EHICLE
N.T.S.

CONTROL POINTS

IOWA STATE PLANE SOUTH COORDINATE SYSTEM US SUR EY FEET
HORI ONTAL DATUM NAD83
ERTICAL DATUM NA D 88 US SUR EY FEET

CONTROL POINT 20100
N 615749.118 E 1563813.594 ELE 947.124
CUT X IN CENTERLINE NOT SHOWN ON SUR EY

CONTROL POINT 20103
N 615595.040 E 1563600.631 ELE 944.188
SET PK NAIL IN ASPHALT NOT SHOWN ON SUR EY

CONTROL POINT 20108
N 615372.052 E 1563790.005 ELE 939.211
SET PK NAIL IN ASPHALT NOT SHOWN ON SUR EY

ARCHITECT OF RECORD

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319-519-6220

MEPT
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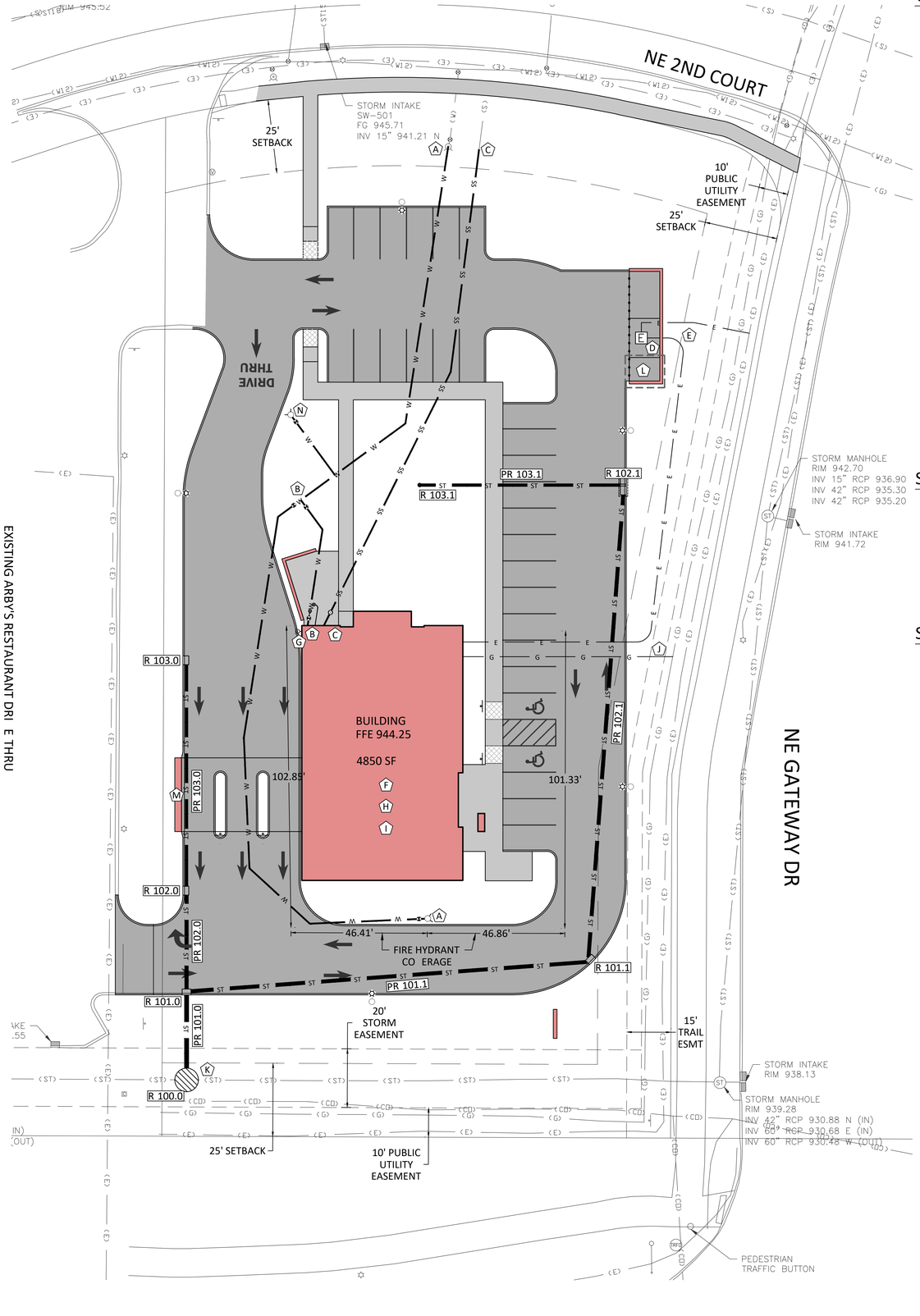
SHEET NAME
CIVIL SITE PLAN

SHEET NUMBER C-101



WATER MAIN NOTES

1. WATER SER ICE LINES SHALL BE CONSTRUCTED OF TYPE K COPPER AS SPECIFIED IN SUDAS SECTION 5010
2. ALL SER ICE LINES SHALL BE INSTALLED WITH TRACER WIRE
3. WATER SER ICES SHALL BE BACKFILLED WITH SUITABLE NATI E BACKFILL COMPACTED TO A MINIMUM OF 95 STANDARD PROCTOR DENSITY. REFER TO SITE GRADING NOTES FOR ADDITIONAL RE UIREMENTS.
4. THE CURB STOP SHALL BE LOCATED AS INDICATED ON THE PLANS. MAINTAIN 36" HORI ONTAL SEPARATION BETWEEN WATER SER ICE AND SEWERS
5. THE APPRO ING AUTHORITY SHALL OPERATE ALL EXISTING SYSTEM AL ES AND THE CONTRACTOR AND CITY SHALL COORDINATE ANY SHUT DOWNS TO THE EXISTING SYSTEM. THE CONTRACTOR SHALL MAKE ACCOMMODATIONS IN THE SCHEDULE TO ALLOW FOR ADE UATE PUBLIC NOTICE AS RE UIRED BY THE APPRO ING AUTHORITY.
6. THE APPRO ING AUTHORITY SHALL WITNESS AND OR PERFORM ALL TAPS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND ARRANGING ON SITE INSPECTION OF WATER SER ICE INSTALLATION WITH THE APPRO ING AUTHORITY
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TESTING AND RELATED COSTS INCLUDING BUT NOT LIMITED TO FILLING AND FLUSHING NEW MAINS AND ALL RE UIRED SAMPLING. DISPOSAL OF HIGHLY CHLORINATED WATER SHALL BE IN COMPLIANCE WITH STATE LOCAL AND FEDERAL REGULATIONS. ALL TESTING TO COMPLY WITH THE RE UIREMENTS OF SUDAS SECTION 5030.
9. THE MINIMUM DEPTH OF BURY FOR ALL WATER SER ICES IS FI E FEET SIX INCHES 5' 6" UNLESS NOTED OTHERWISE
10. PIPE LENGTHS ARE MEASURED TO THE CENTER OF ELBOWS BENDS TEES OR CROSSES UNLESS NOTED OTHERWISE.
11. CONSTRUCTION OF WATER MAIN AND APPURTENANCES IS TO BE PER CITY OF GRIMES STANDARDS AND SPECIFICATIONS FOR WATER MAINS AND APPURTENANCES.
12. 6" WATER MAIN IS TO BE 140 LB TEST C900 P C PER CITY OF GRIMES 9 3 11.
13. DOMESTIC WATER SER ICE FIRE PROTECTION SYSTEM IS RE UIRED TO HA E AN APPRO ED CROSS CONNECTION CONTROL DE ICE INSTALLED PER UPC SECTION 603.2.7. TYPE OF DE ICE WILL BE DETERMINED BY THE DEGREE OF HA ARD.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING CONSTRUCTION RECORDS OF ALL WATER DISTRIBUTION MATERIALS USED IN THE PROJECT. MEASUREMENTS FROM EXISTING SURFACE FEATURES SUCH AS BACK OF CURB BUILDING FOUNDATION LINES AL ES AND HYDRANTS TO THE NEW WATER MAINS AL ES FITTINGS ETC. SHALL BE RECORDED INCLUDING DEPTH MEASUREMENTS.

SANITARY SEWER NOTES

1. SANITARY SER ICE SHALL BE CONSTRUCTED USING SOLID WALL P C SDR 23.5 PER SUDAS SECTION 4010. SER ICE IS SIX INCHES UNLESS NOTED OTHERWISE.
2. SANITARY SER ICE SHALL BE BACKFILLED WITH GRANULAR BACKFILL WHERE IT IS UNDER OR WITHIN FI E FEET OF ROADWAY OR DRI EWAY PA ING .
3. SANITARY SEWER CLEANOUTS SHALL COMPLY WITH SUDAS SECTION 4010 AND SW 203
4. SANITARY SEWER LENGTHS ARE PRO IDED FROM CENTER OF STRUCTURES UNLESS NOTED OTHERWISE.

STORM SEWER NOTES

1. STORM SEWERS SHALL BE CONSTRUCTED OF MATERIALS PER SUDAS SECTION 4020 REINFORCED CONCRETE PIPE RCP SHALL BE UTILI ED WITHIN CITY RIGHT OF WAY
2. THE CONTRACTOR SHALL UTILI E CLASS R 1 OR R 2 BEDDING AND APPROPRIATE PIPE CLASS BASED ON THE ALLOWABLE BURY DEPTH PER IOWA DOT STANDARD ROAD PLAN SW 102 AND THE INSTALLATION CONDITIONS.
3. RCP STORM SEWERS JOINTS SHALL BE GASKETED JOINTS PER SUDAS SECTION 2.01.A.3.
4. HIGH DENSITY POLYETHYLENE HDPE AND P C STORM SEWERS SHALL BE CONSTRUCTED WITH CLASS F 3 BEDDING.
5. STORM SEWERS SHALL BE BACKFILLED WITH SUITABLE NATI E BACKFILL COMPACTED TO A MINIMUM OF 95 STANDARD PROCTOR DENSITY. REFER TO SITE GRADING NOTES FOR ADDITIONAL RE UIREMENTS.
6. STORM SEWER MANHOLES SHALL COMPLY WITH SUDAS SECTION 6010.
7. STORM SEWER LENGTHS ARE PRO IDED FROM CENTER OF STRUCTURE UNLESS NOTED OTHERWISE.

STORM SEWER STRUCTURES

STRUCTURE ID	TYPE	RIM FG	INFLOW PIPE IE	OUTFLOW PIPE IE
R 100.0	96" SW 401 W SW 604 CASTING	939.45	18" IE 935.95 N 60" IE 929.54 E	60" IE 929.54 W
R 101.0	SW 501	941.60	15" IE 936.90 N 15" IE 936.50 E	18" IE 936.25 S
R 101.1	SW 501	942.05	15" IE 937.70 N	15" IE 937.60 W
R 102.0	SW 501	942.43	12" IE 938.31 N	15" IE 937.59 S
R 102.1	SW 505	942.24	12" IE 939.25 W	15" IE 939.00 S
R 103.0	SW 501	942.73		12" IE 939.10 S
R 103.1	15" NYLOPLAST DRAIN BASIN W DOME GRATE	943.09		12" IE 939.94 E

STORM SEWER PIPE TABLE

PIPE ID	STRUCTURE US	STRUCTURE DS	IN ERT US	IN ERT DS	LENGTH FEET	SLOPE	SI E IN	MATERIAL
PR 101.0	101.0	100.0	936.25	935.95	30	1.00	18	RCP
PR 101.1	101.1	101.0	937.60	936.50	139	0.80	15	RCP
PR 102.0	102.0	101.0	937.59	936.90	35	2.00	15	RCP
PR 102.1	102.1	101.1	939.00	937.70	162	0.80	15	RCP
PR 103.0	103.0	102.0	939.10	938.31	79	1.00	12	RCP
PR 103.1	103.1	102.1	939.94	939.25	70	1.00	12	HDPE

GENERAL UTILITY NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ERIFYING CONDITIONS OF ALL CONNECTION POINTS TO EXISTING UTILITIES PRIOR TO FABRICATING ANY STRUCTURES OR COMPONENTS OR COMMENCING CONSTRUCTION WORK FOR THE APPLICABLE PHASE OF WORK. THE ENGINEER SHALL BE MADE AWARE OF ANY DISCREPANCIES FROM THE CONTRACT DOCUMENTS IMMEDIATELY
2. THE CONTRACTOR SHALL ERIFY THE LOCATION AND ELE ATION OF POSSIBLE CONFLICTING UTILITIES PRIOR TO COMMENCING WORK. THIS MAY RE UIRE EXCA ATION OR OTHER WORK TO EXPOSE THE UTILITIES IN UESTION. THE ENGINEER MUST BE MADE AWARE OF ANY CONFLICTS IMMEDIATELY
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING UTILITIES THROUGHOUT ALL PHASES OF CONSTRUCTION
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ALL AL ES MANHOLES CASTINGS GAS ENTS ETC. TO MATCH THE PROPOSED SURFACE ELE ATIONS. ADJUSTMENTS SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY AND THE COSTS FOR SAID ADJUSTMENTS SHALL BE INCIDENTAL TO THE CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO SAID STRUCTURES OR APPURTENANCES THAT OCCUR DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER
5. THE CONTRACTOR SHALL BE RE UIRED TO PRODUCE RECORD DOCUMENTS REGARDING ASPECTS OF THE PROJECT WHICH DIFFER FROM THE CONTRACT DOCUMENTS. THIS INCLUDES BOTH EXISTING FACILITIES ENCOUNTERED AND PROPOSED FACILITIES CONSTRUCTED. THE INFORMATION SHALL INCLUDE LOCATION DIMENSION AND MATERIAL DATA. THE LOCATION OF UNDERGROUND FACILITIES SHALL BE NOTED IF THEY DIFFER FROM THE CONTRACT DOCUMENTS FOR MORE THAN TWO FEET HORI ONTALLY OR SIX INCHES ERTICALLY OR ARE NOT SHOWN. ABO E GROUND FACILITIES CONSTRUCTED OR ENCOUNTERED SHALL BE NOTED IF THEY DIFFER FROM THE CONTRACT DOCUMENTS BY MORE THAN ONE FOOT HORI ONTALLY OR THREE INCHES ERTICALLY.
6. CONTRACTOR TO PRO IDE AS BUILT DRAWINGS TO THE CITY UPON COMPLETION OF THE CONSTRUCTION PER THE CITY COMMERCIAL AS BUILT POLICY.

UTILITY PLAN KEY NOTES

(A) REMO E EXISTING HYDRANT AND CONNECT TO EXISTING WATER MAIN. INSTALL 338 LF EXISTING STUB TO PROPOSED SOUTH HYDRANT OF 6" C900 P C WATER MAIN. WATER MAIN TO BE INSTALLED PER CITY OF GRIMES WATER MAIN STANDARDS PRO IDE MINIMUM 5.5' BURY. CONTRACTOR TO PRO IDE WATER MAIN FITTINGS AS NECESSARY TO ROUTE PROPOSED 6" WATER MAIN FROM EXISTING STUB TO HYDRANT.

(B) PROPOSED 6"X6" MJ TEE AND 46 LF TEE TO BUILDING OF 6" C900 P C WATER MAIN WITH ASSOCIATED GATE AL E. CONTRACTOR TO PRO IDE 6" GATE AL E BETWEEN TEE AND BUILDING AS SHOWN. INSTALL POST INDICATOR AL E 2.5' FROM BUILDING AND CURB STOP 5' FROM BUILDING. TEE OFF 6" LINE FOR 2" TYPE K COPPER WATER SER ICE LINE TO BUILDING. WATER MAIN TO BE INSTALLED PER CITY OF GRIMES WATER MAIN STANDARDS PRO IDE MINIMUM 5.5' BURY. REFER TO FINAL PLUMBING SHEETS FOR CONNECTION OF WATER SER ICE AND FIRE SER ICE TO BUILDING.

(C) CONNECT TO EXISTING SANITARY STUB. INSTALL 173 LF OF 6" SANITARY SER ICE AT MIN. 1.00 SLOPE. INSTALL SANITARY CLEANOUT 5' FROM BUILDING. CONTRACTOR TO ERIFY DEPTH OF EXISTING SANITARY MAIN PRIOR TO COMMENCING SITE WORK. REFER TO P 101 FOR DETAILS ON BUILDING SER ICE LOCATION. ELE BLDG 940.75.

(D) CONNECT TO ELECTRICAL TRANSFORMER. REFER TO E 210 FOR DETAILS

(E) UTILITY SER ICE FEED SHALL BE A JOINT EFFORT BETWEEN THE FRANCHISE UTILITY MIDAMERICAN AND THE ELECTRICAL CONTRACTOR. THE UTILITY SHALL BE RESPONSIBLE FOR ALL WORK BETWEEN THE POWER POLE AND THE TRANSFORMER INCLUDING THE TRANSFORMER. ONLY THE TRANSFORMER PAD SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR PER UTILITY RE UIREMENTS. ALL WORK FROM THE TRANSFORMER TO THE PRI ATE SITE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. AS THE TRANSFORMER PAD IS THE DELINEATION POINT UTILITY AND CONTRACTOR SHALL WORK TOGETHER DURING THE CONTRACTOR'S TRANSFORMER PAD WORK TO ENSURE THAT ALL CONDUITS AND STUB UPS ARE PROPERLY LOCATED AND INSTALLED.

(F) MECHANICAL UNITS TO BE PLACED ON THE ROOF.
REFER TO M 101 FOR DETAILS.

(G) FDC LOCATION. REFER TO FP 101 FOR DETAILS

(H) COORDINATE ALL PIPING EXIT POINTS ON THE BUILDING WITH PLUMBING PAGE P 101. CONTRACTOR TO NOTIFY ENGINEER OF ANY CONFLICTS.

(I) CONTRACTOR TO PRO IDE EROSION CONTROL STONE FOR PROPOSED DOWNSPOUTS THAT ARE TO DISCHARGE AT GRADE. APPROXIMATELY 2'X2' AREA OF 3" TO 6" EROSION CONTROL STONE.

(J) APPROXIMATE LOCATION OF NEW GAS SER ICE. CONTRACTOR TO COORDINATE WITH FRANCHISE UTILITY FOR CONNECTION.

(K) CONNECT EXISTING 60" RCP TO PROPOSED 96" SW 402.

(L) ALT. 1 PROPOSED GENERATOR

(M) CANOPY FOOTING TO BE CONSTRUCTED BEFORE PIPE IS INSTALLED

(N) PROPOSED 6"X6" MJ TEE AND 25 LF TEE TO NORTH HYDRANT OF 6" C900 P C WATER MAIN. WATER MAIN TO BE INSTALLED PER CITY OF GRIMES WATER MAIN STANDARDS PRO IDE MINIMUM 5.5' BURY.

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NEUMANN MONSON ARCHITECTS

PROJECT NAME
GSCU Grimes Branch

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OWNER
GSCU Credit Union
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319-339-1000

PROJECT NO. 220146

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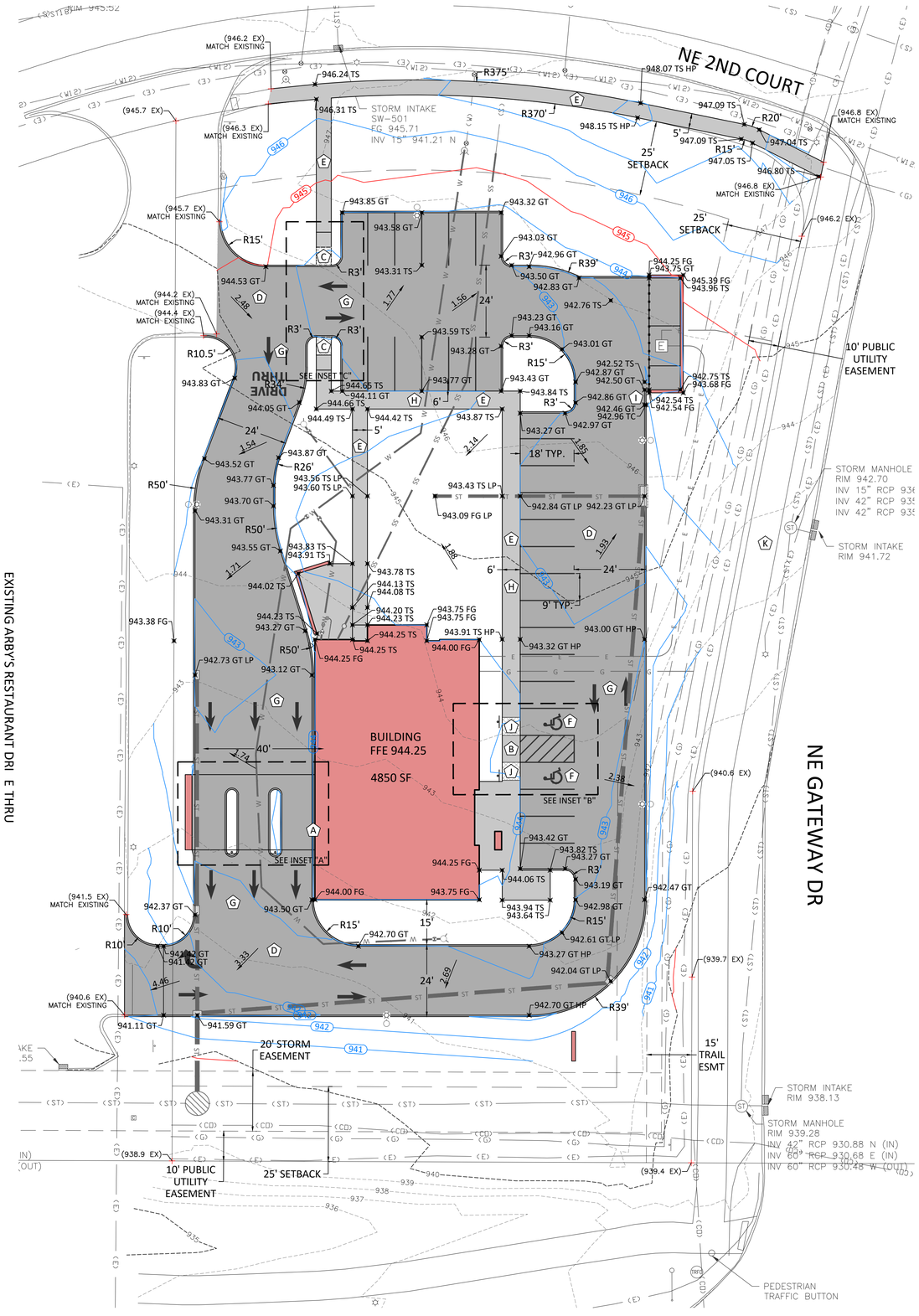
SHEET NAME
UTILITY PLAN

SHEET NUMBER **C-102**



PA EMENT NOTES

1. ALL SLOPES IN PA EMENT SHALL BE UNIFORM TO A OID PONDING.
2. GRANULAR SUBBASE FOR PA EMENTS SHALL BE GRADATION NO. 14 MODIFIED SUBBASE PER IOWA DOT STANDARD SPECIFICATION FOR HIGHWAY AND BRIDGE CONSTRUCTION SECTION 4123.
3. PROOF ROLL SUBGRADE PER SUDAS SECTION 2010 3.06. REMO E AND REPLACE UNSTABLE AREAS WITH SUITABLE COMPACTED MATERIAL.
4. MATERIALS AND CONSTRUCTION FOR PORTLAND CEMENT CONCRETE PCC PA EMENTS SHALL MEET THE RE UIREMENTS OF SUDAS 7010.
5. MINIMUM 28 DAY COMPRESSI E STRENGTH FOR CONCRETE USED FOR PA EMENTS SHALL BE 4000 PSI. CONCRETE SHALL BE C 3 OR C 4 WITH TYPE 1 CEMENT. AIR CONTENT SHALL BE 6 1 2 1.5 . AIR ENTRAINMENT ADMIXTURES AND WATER REDUCING ADMIXTURES SHALL CONFORM TO IOWA DOT SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION SECTION 4103. DURABILITY FOR PORTLAND CEMENT CONCRETE SHALL BE CLASS 2.
6. JOINT SEALER SHALL CONFORM TO IOWA DOT SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION SECTION 4136 FOR HOT POURED JOINT SEALER.
7. CURING COMPOUND WHITE DARK OR CLEAR SHALL CONFORM TO IOWA DOT SPECIFICATIONS FOR SECTION 4105.
8. PA EMENT TIE BARS AND DOWEL BARS SHALL CONFORM TO IOWA DOT SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION SECTION 4151. EPOXY COATING WHEN SPECIFIED SHALL CONFORM TO IOWA DOT SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION SECTION 4151.03B.
9. ONE INCH PREFORMED FOAM EXPANSION JOINT MATERIAL SONOFLEX "F" BY SONOBORN OR APPRO ED E UAL SHALL BE PLACED BETWEEN NEW PA EMENT CONSTRUCTION AND THE FACES OF BUILDINGS STOOPS EXISTING SLABS AND OTHER FIXTURES UNLESS NOTED ON THE DRAWINGS. JOINTS AT THESE LOCATIONS SHALL BE SEALED WITH A SELF LE ELING POLYURETHANE SUCH AS SONOLASTIC SL 1 OR APPRO ED E UAL.
10. CONTRACTOR TO PRO IDE TRAFFIC CONTROL PLAN TO THE CITY FOR APPRO AL FOR ALL PA ING WORK WITHIN THE CITY ROW.
11. ELECT COMM COORDINATION PA ING CONTRACTOR TO ERIFY THAT UNDERGROUND COMM AND ELECTRICAL CONDUIT ARE INSTALLED PRIOR TO PA ING. SEE SHEETS E101 ES101 AND T101.
12. PLUMBING COORDINATION PA ING CONTRACTOR TO ERIFY THAT UNDERGROUND 1.5 INCH CW LINE FOR SITE IRRIGATION AND 1 INCH CONDUIT FOR IRRIGATION WIRING ARE INSTALLED PRIOR TO PA ING. SEE SHEET P101.

SITE GRADING NOTES

1. THE APPROPRIATE EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE PRIOR TO COMMENCING GRADING OPERATIONS.
2. CONTRACTOR SHALL COMPLY WITH SUDAS SECTION 2010 FOR GRADING EARTHWORK OPERATIONS
3. GENERAL COMPACTION RE UIREMENTS ARE INDICATED BELOW AND RELATI E COMPACTION IS BASED UPON THE MATERIALS STANDARD PROCTOR DRY DENSITY ASTM D698 . THE CONTRACTOR SHALL PRO IDE MATERIAL SAMPLES TO THE TESTING AGENCY AS RE UIRED TO ESTABLISH THE MATERIAL PROPERTIES.

LOCATION OF FILL MATERIALS	RELATI E COMPACTION	MOISTURE ARIANCE FROM OPTIMUM
LESS THAN 12" BELOW FOUNDATIONS	98	3 3 SANDS
FLOOR SLABS		1 3 CLAYEY SOILS
MORE THAN 12" BELOW FOUNDATIONS	95	3 3 SANDS
FLOOR SLABS	95	1 3 CLAYEY SOILS
BELOW EXTERIOR PA EMENTS	95	3 3 SANDS
	95	1 3 CLAYEY SOILS
BELOW LANDSCAPED SURFACES	90	5 5 ALL SOILS

PAVEMENT LEGEND

- PCC STANDARD DUTY PAVING
- PCC SIDEWALK
- PCC SIDEWALK RAMP

GENERAL NOTES

1. SEE SUDAS SECTION 7010 FOR ADDITIONAL CONCRETE PA ING RE UIREMENTS
2. ASSUME STANDARD 6" CURB UNLESS NOTED OTHERWISE.

LEGEND

GT GUTTER
TS TOP OF SLAB
TC TOP OF CURB
FG FINISHED GRADE
EX EXISTING GRADE
HP HIGH POINT
LP LOW POINT

GRADING PA ING PLAN KEY NOTES

(A) CURB AT BUILDING TO PROJECT 12" OFF FACE OF BUILDING.

(B) TURNING SPACE WITH DETECTABLE WARNING SURFACE. REFER TO SUDAS DETAIL 7030.206.

(C) PROPOSED ADA CURB RAMP WITH DETECTABLE WARNING SURFACE. REFER TO SUDAS DETAIL 7030.206.

(D) PA EMENT TO BE 6" PCC O ER 6" MODIFIED SUBBASE. REFER TO DETAIL 5 C 105

(E) SIDEWALKS TO BE 4" PCC O ER 4" MODIFIED SUBBASE. REFER TO DETAILS 3 C 105 AND 4 C 105

(F) PA EMENT MARKING WHEELCHAIR SYMBOL PER IDOT PM 111

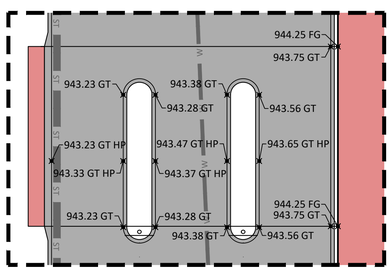
(G) PROPOSED PA EMENT MARKING

(H) 6' SIDEWALK WITH INTEGRAL CURB. SEE SHEET C 501 DETAIL 3.

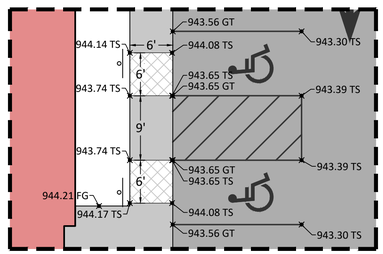
(I) CURB RUNOUT. SEE SHEET C 501 DETAIL 6.

(J) PROPOSED PARALLEL ADA CURB RAMP. REFER TO SUDAS DETAIL 7030.206.

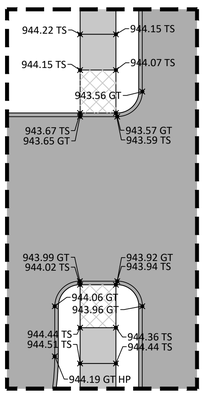
(K) REMO E AND REPLACE 80 SF OF EXISTING SIDEWALK FOR STORM CONNECTION. THE TRAIL CLOSURE WILL NEED TO BE COORDINATED WITH THE CITY AND BE POURED BACK WITH 48 HOURS.



INSET A
1" 10'



INSET B
1" 10'



INSET C
1" 10'

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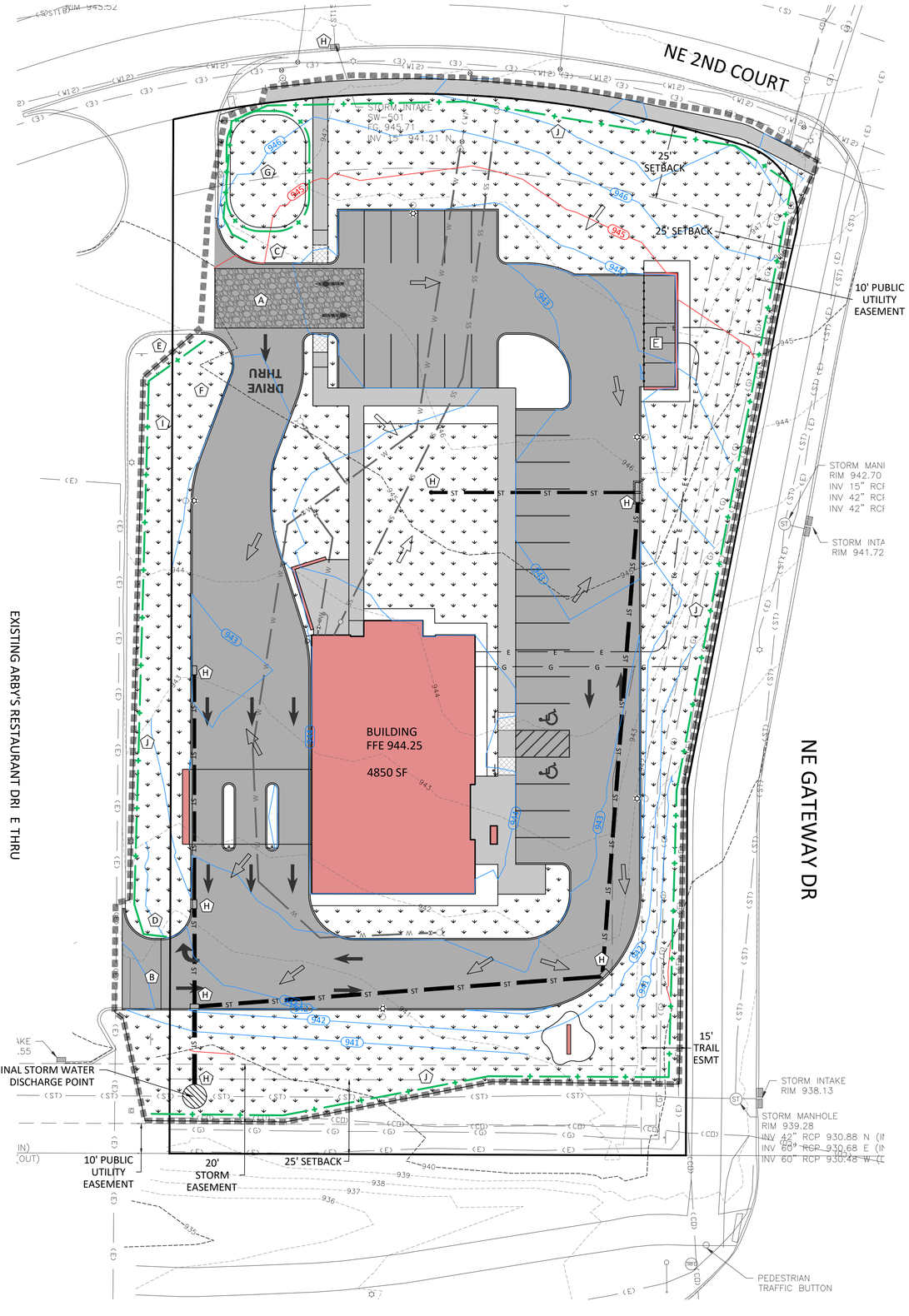
SHEET NAME
PAVEMENT AND GRADING PLAN

SHEET NUMBER **C-103**



EROSION AND SEDIMENT CONTROL NOTES

1. ALL CONSTRUCTION TRAFFIC SHALL ENTER AND LEA E SITE THROUGH EXISTING NORTHWEST ENTRANCE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRO IDING AND MAINTAINING THE APPROPRIATE BEST MANAGEMENT PRACTICES BMP IN ACCORDANCE WITH THE PROJECT STORM WATER POLLUTION PRE ENTION PLAN SWPPP AND THE CITY OF GRIMES CODE.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO INSPECT THE BEST MANAGEMENT PRACTICES A MINIMUM OF ONCE PER WEEK. INSPECTIONS AND ANY RE UIRED CORRECTI E ACTION SHALL BE DOCUMENTED.
4. SEDIMENT BARRIERS SUCH AS SILT FENCE AND SEDIMENT SOCKS SHALL BE CLEANED WHEN THE DEPTH OF ACCUMULATED SEDIMENT DEPTH MEETS OR EXCEEDS FIFTY PERCENT OF THE HEIGHT OF THE BARRIER.
5. TEMPORARY SEED OR OTHER APPROPRIATE MEASURE SHALL BE APPLIED TO DISTURBED AREAS THAT REMAIN INACTI E FOR MORE THAN FOURTEEN DAYS.
6. THE GENERAL SE UENCE OF EROSION AND SEDIMENT CONTROL E ENTS IS
   A. INSTALL PERIMETER MEASURES AND INLET PROTECTION DE ICES
   B. CONSTRUCT CONSTRUCTION ENTRANCE TRACKING PAD
   C. PERFORM SITE GRADING OPERATIONS
   D. STABILI E AREAS TO BE PA ED WITH GRANULAR SUBBASE.
   E. STABILI E AREAS OUTSIDE OF BUILDING FOOTPRINT AND PA EMENT AT EARLIEST OPPORTUNITY. IF WORK WILL CONTINUE IN AN AREA AT A LATER DATE PRO IDE TEMPORARY STABILI ATION IN THE FORM OF TEMPORARY SEEDING OR OTHER SURFACE TREATMENT.
   F. PLACE TOPSOIL AND ESTABLISH PERMANENT EGETATION
   G. REMO E ALL TEMPORARY MEASURES UPON FINAL STABILI ATION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMO AL AND PROPER DISPOSAL OF ALL BMP . THE COST SHALL BE INCIDENTAL TO INSTALLING AND MAINTAINING THE BMP .
7. SILT SOCK IS RE UIRED AT BACK OF CURB ONCE GRADING FOR SIDEWALK BEGINS. SILT SOCK CANNOT BE IN PLACE DURING WINTER MONTHS.
8. STORM WATER MANAGEMENT FROM THIS SITE HAS BEEN ACCOUNTED FOR REGIONALLY BY THE HOPE COMMERCIAL DE ELOPMENT.

SURFACE RESTORATION NOTES

1. REFER TO SUDAS SECTION 2010 FOR FINISH GRADING AND TOPSOIL PLACEMENT RE UIREMENTS.
2. REFER TO SUDAS SECTION 9010 AND SECTION 9020 FOR SEEDING AND SOD RE UIREMENTS.
3. TOPSOIL SHALL BE PLACED IN ALL DISTURBED AREAS THAT WILL NOT BE PA ED OR OTHERWISE BUILT UPON. A MINIMUM TOPSOIL THICKNESS OF 4 INCHES SHALL BE RE SPREAD. TOPSOIL SHALL NOT BE PLACED AND SPREAD UNTIL COMPLETION OF BUILDING AND UPON NEED FOR CERTIFICATE OF OCCUPANCY.
4. ALL AREAS RECEI ING PERMANENT STABILI ATION SHALL BE SEEDED WITH SUDAS **TYPE 1 URBAN SEED MIXTURE**
5. ALL AREAS RECEI ING TEMPORARY STABILI ATION IN THE FORM OF TEMPORARY SEED SHALL BE SEEDED WITH SUDAS **TYPE 4 URBAN TEMPORARY EROSIONS CONTROL MIXTURE**.
6. NO SEEDING OPERATIONS SHALL BE OUTSIDE OF THE SPECIFIED DATES WITHOUT PRIOR AUTHORI ATION OF THE ENGINEER

KEY NOTES

(A) TEMPORARY CONSTRUCTION ENTRANCE. IF EXISTING PA ING IS REMO ED AND SUBSOILS ARE EXPOSED CONTRACTOR SHALL CONSTRUCT A STABILI ED ENTRANCE USING 2" CLEAN BALLAST ROCK. COORDINATE SITE ACCESS WITH ADJACENT ARBY'S. SEE SUDAS DETAIL 9040.120.

(B) TEMPORARY PARKING AND STORAGE

(C) TEMPORARY SANITATION FACILITY

(D) ONSITE LOCATION FOR STORAGE OF DOCUMENTS SWPPP LOGS INSPECTION REPORTS ETC

(E) CONCRETE WASHOUT AREA

(F) DUMPSTER TRASH CONTAINER

(G) TEMPORARY SOIL STOCKPILE. STABILI E AS RE UIRED

(H) INSTALL INLET PROTECTION

(I) STAGING AREA

(J) INSTALL SILT FENCE

LEGEND

SURFACE FLOW DIRECTION

SILT FENCE

LIMITS OF DISTURBANCE

FINAL STABILI ATION

BMP QUANTITIES		
ITEM	UNIT	QUANTITY
STABILIZED CONSTRUCTION ENTRANCE	EA.	1
CONCRETE WASHOUT	EA.	1
DUMPSTER	EA.	1
TEMPORARY SANITATION FACILITY	EA.	1
INLET PROTECTION	EA.	8
SILT FENCE	LF.	935
FINAL STABILIZATION	AC.	0.68

STORMWATER POLLUTION PRE ENTION

SITE AREA THE SITE IS APPROXIMATELY 1.50 ACRES OF WHICH 1.39 ACRES WILL BE DISTURBED BY CONSTRUCTION ACTI ITIES.

DISTURBED AREA GREATER THAN 1.00 ACRE GENERAL PERMIT 2 GP2 IS RE UIRED GRIMES CITY E SC PERMIT IS RE UIRED.

RECEI ING WATERS THE DE ELOPMENT SITE WILL DRAIN TO A TRIBUTARY OF LITTLE BEA ER CREEK TO BEA ER CREEK AND ULTIMATELY TO THE DES MOINES RI ER.

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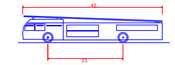
SHEET NAME

EROSION CONTROL PLAN

SHEET NUMBER **C-104**

FIRE TRUCK ACCESS PLAN NOTES

1. DESIGN EHICLE IS A 45' LONG AERIAL FIRE TRUCK



45' A r Fr Tr	
O r L	45.000
O r W d	8.167
O r B d H	7.500
M B d Gr d C r	0.750
Tr W d	8.167
L	5.00
M W A	45.00

DESIGN EHICLE
N.T.S.

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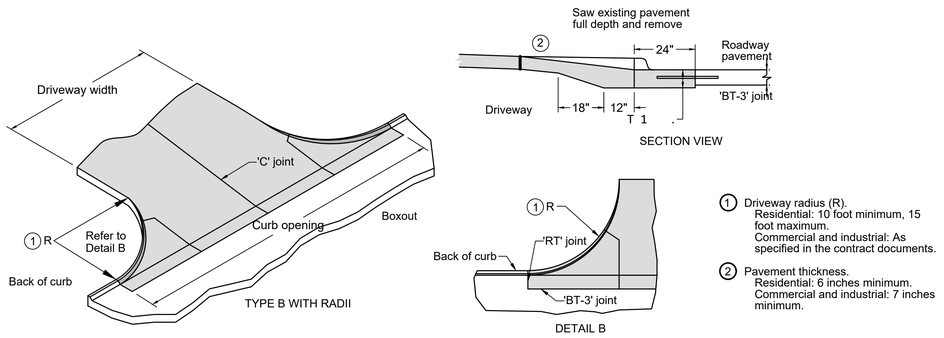
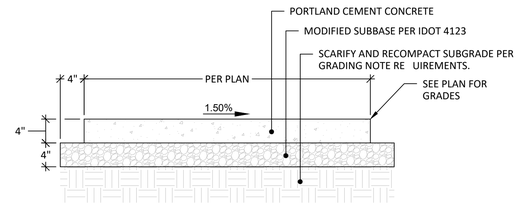
SHEET NAME
FIRE TRUCK ACCESS PLAN

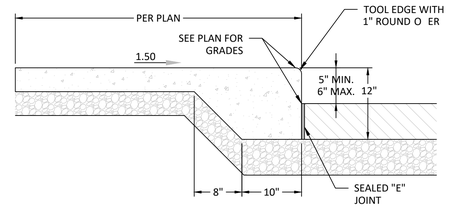
SHEET NUMBER **C-105**



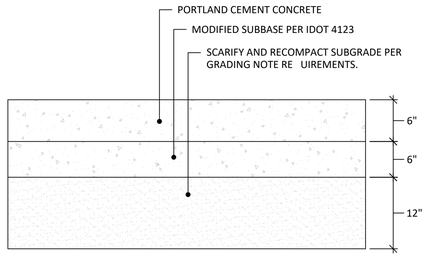
PCC DRI EWAYS AND ALLEYS PER SUDAS 7030.102
NOT TO SCALE — 1



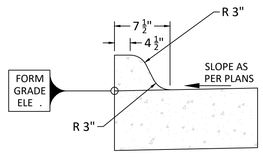
TYPICAL SIDEWALK
NOT TO SCALE — 2



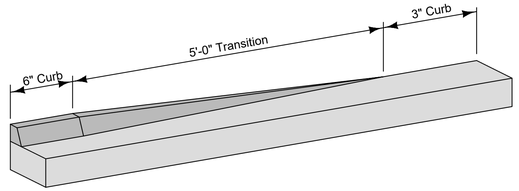
SIDEWALK WITH INTEGRAL CURB
NOT TO SCALE — 3



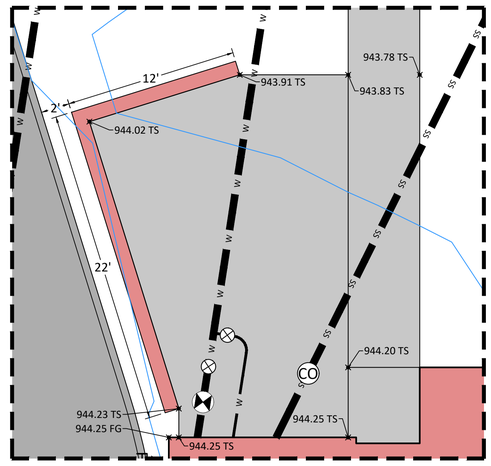
STANDARD DUTY PA EMENT SECTION
NOT TO SCALE — 4



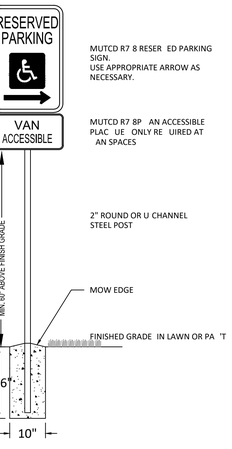
6" STANDARD CURB
NOT TO SCALE — 5



CURB RUNOUT DETAIL PER SUDAS 7010.102
NOT TO SCALE — 6



STAFF AREA DETAIL
1" 5'
7

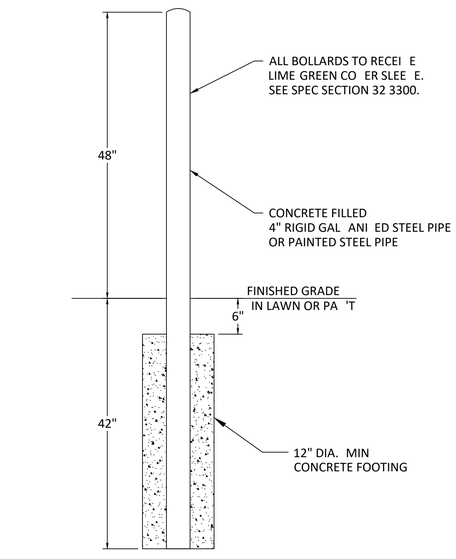


CONTRACTOR TO ERIFY SIGN GRAPHICS AND INSTALLATION WITH STATE AND LOCAL CODES.

INSTALL ACCESSIBLE SIGN IN FRONT OF EACH ACCESSIBLE STALL LOCATION.

INSTALL SIGNS 1' BEHIND THE BACK OF WALK AT THE LOCATION SHOWN ON THE PLAN.

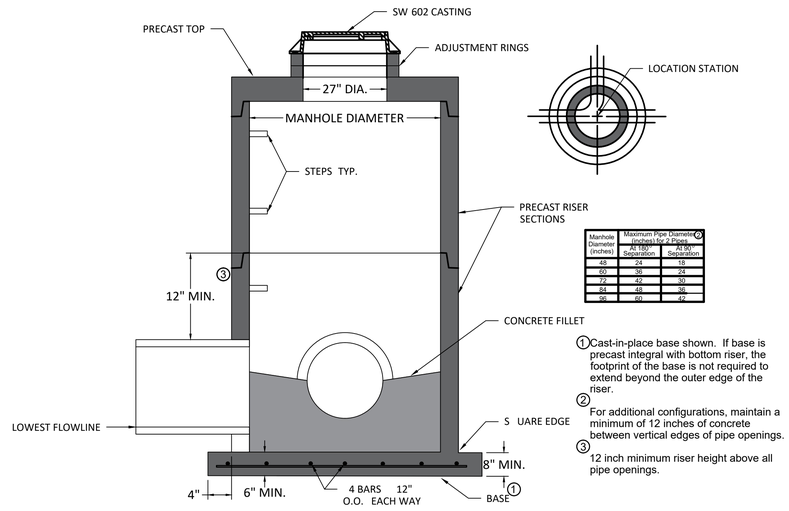
ACCESSIBLE PARKING SIGN
NOT TO SCALE — 8



BOLLARD SEE SHEET A 101
NOT TO SCALE — 9

MUTCD R6 6 24 30
NOT TO SCALE — 10

MUTCD R5 1 12 12
NOT TO SCALE — 11



Manhole Diameter (inches)	Maximum Pipe Diameter (inches) for 2 Pipes ② At 180° Separation	At 90° Separation
48	24	18
60	36	24
72	42	30
84	48	36
96	60	42

1 Cast-in-place base shown. If base is precast integral with bottom riser, the footprint of the base is not required to extend beyond the outer edge of the riser.

2 For additional configurations, maintain a minimum of 12 inches of concrete between vertical edges of pipe openings.

3 12 inch minimum riser height above all pipe openings.

CIRCULAR STORM SEWER MANHOLE
NOT TO SCALE — 12

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319-519-6220

MEPT
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GEOTECHNICAL
Braun Intertec
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Cedar Rapids, IA 52404
319-365-0961

NEUMANN MONSON ARCHITECTS

PROJECT NAME
GSCU Grimes Branch

OWNER
GSCU Credit Union
P.O. Box 800,
North Liberty, Iowa 52317
319-339-1000

PROJECT NO. 220146

ISSUE

DATE	DESCRIPTION
02-27-2023	FIRST SUBMITTAL
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03-31-2023	DD REVIEW SET-NOT FOR CONSTRUCTION
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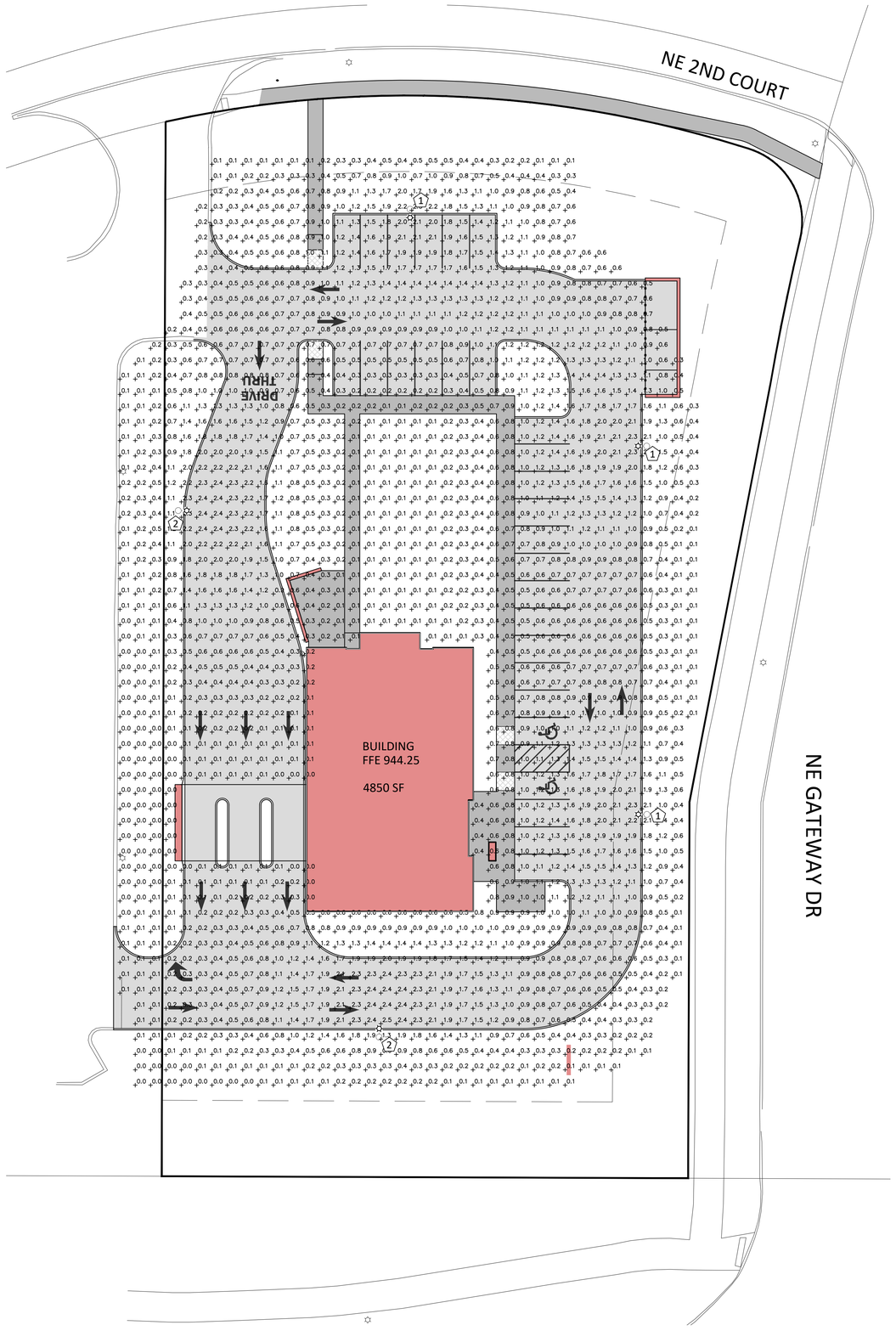
SHEET NAME
CIVIL DETAILS

SHEET NUMBER C-501



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4. CONTROLS ARE NOT PRO IDED AS PART OF THIS WORK. COORDINATE EXTERIOR LIGHTING CONTROLS WITH ENGINEER CONTRACTOR FOR BUILDING.
5. INSTALL CONDUIT AND CONDUCTORS TO EACH FIXTURE TYPE AND SI E DEPENDS ON A AILABLE OLTAGE. CONFIRM A AILABLE OLTAGE WITH ENGINEER CONTRACTOR FOR BUILDING.

LIGHTING PLAN KEYNOTES

1. F1 PROPOSED LIGHT FIXTURE
   MANUFACTURER LITHONIA
   MODEL DSX0 LED P5 40K T4M M OLT HS
   POLE SSS 25 4C DM19AS D DDBXD
   MOUNTING 25'
   WATTAGE 89W

2. F2 PROPOSED LIGHT FIXTURE
   MANUFACTURER LITHONIA
   MODEL DSX0 LED P5 40K T2S M OLT HS
   POLE SSS 25 4C DM19AS D DDBXD
   MOUNTING 25'
   WATTAGE 89W

TOTAL OUTDOOR LIGHT OUTPUT			
TAG	UANTITY	LUMENS	TOTAL LUMENS
1	3	11 434	34 302
2	2	11 716	23 432
		TOTAL	57 734
LUMENS PER NET ACRE 1.50			38 489

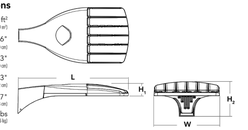
D-Series Size 0
Legacy LED Area Luminaire

d-series

Buy American

Specifications

EPA: 0.95 ft² (.09 m²)
Length: 26" (66.0 cm)
Width: 13" (33.0 cm)
Height$_L$: 3" (7.62 cm)
Height$_U$: 7" (17.8 cm)
Weight (max): 16 lbs (7.25 kg)



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The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 400W metal halide with typical energy savings of 70% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX0 LED P6 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD G1

DSX0 LED	P5	40K	T4M	MVOLT

Series	LEDs	Color temperature	Distribution	Voltage	Mounting
DSX0 LED	**Forward optics** P1 P5 P2 P6 P3 P7 [1] P4 [1] **Rotated optics** P10 [1] P12 [1] P11 [1] P13 [1,2]	30K 3000 K 40K 4000 K 50K 5000 K	T1S Type I short (Automotive) T2S Type II short T2M Type II medium T3S Type III short T3M Type III medium T4M Type IV medium TFTM Forward throw medium T5VS Type V very short [1] T5S Type V short [1] T5M Type V medium [1] T5W Type V wide [1] BLC Backlight control [4] LCCO Left corner cutoff [4] RCCO Right corner cutoff [4]	MVOLT (120V-277V) [3,4] XVOLT (277V-480V) [3,5] 120* [6] 208* [6] 240* [6] 277* [6] 347* [6] 480* [6]	**Shipped included** SPA Square pole mounting RPA Round pole mounting [8] WBA Wall bracket [1] SPUMBA Square pole universal mounting adaptor [7] RPUMBA Round pole universal mounting adaptor [7] **Shipped separately** KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish) [1,9]

HS

Control options		Other options		Finish (required)		Generation (required)	
Shipped installed NLTAIR2 nLight AIR generation 2 enabled [12,14] PIRHN Network, high/low motion/ambient sensor [13] PER NEMA twist-lock receptacle only (control ordered separately) [14] PER5 Five-pin receptacle only (control ordered separately) [14,15] PER7 Seven-pin receptacle only (leads exit fixture) (control ordered separately) [14,15] DMG 0-10V dimming extend out back of housing for external control (control ordered separately) [16]	PIR High/low, motion/ambient sensor, 8–15' mounting height, ambient sensor enabled at 5fc [16,24] PIRH High/low, motion/ambient sensor, 15–30' mounting height, ambient sensor enabled at 5fc [16,24] PIR1FC3V High/low, motion/ambient sensor, 8–15' mounting height, ambient sensor enabled at 1fc [16,24] PIRH1FC3V High/low, motion/ambient sensor, 15–30' mounting height, ambient sensor enabled at 1fc [16,24] FAO Field adjustable output [16,25]	**Shipped installed** HS House-side shield [17] SF Single fuse (120, 277, 347V) [1] DF Double fuse (208, 240, 480V) [1] L90 Left rotated optics [1] R90 Right rotated optics [1] DDL Diffused drop lens [17] HA 50°C ambient operations [1] BAA Buy America(n) Act Compliant **Shipped separately** BS Bird spikes [17] EGS External glare shield	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white	G1 Generation 1	

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D-Series Size 0
Legacy LED Area Luminaire

d-series

Buy American

Specifications

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Length: 26" (66.0 cm)
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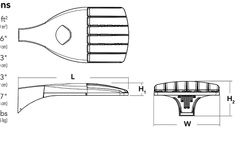

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EXAMPLE: DSX0 LED P6 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD G1

DSX0 LED P5 40K T2S MVOLT

Series	LEDs	Color temperature	Distribution	Voltage	Mounting
DSX0 LED	**Forward optics** P1 P5 P2 P6 P3 P7 [1] P4 [1] **Rotated optics** P10 [1] P12 [1] P11 [1] P13 [1,2]	30K 3000 K 40K 4000 K 50K 5000 K	T1S Type I short (Automotive) T2S Type II short T2M Type II medium T3S Type III short T3M Type III medium T4M Type IV medium TFTM Forward throw medium T5VS Type V very short [1] T5S Type V short [1] T5M Type V medium [1] T5W Type V wide [1] BLC Backlight control [4] LCCO Left corner cutoff [4] RCCO Right corner cutoff [4]	MVOLT (120V-277V) [3,4] XVOLT (277V-480V) [3,5] 120* [6] 208* [6] 240* [6] 277* [6] 347* [6] 480* [6]	**Shipped included** SPA Square pole mounting RPA Round pole mounting [8] WBA Wall bracket [1] SPUMBA Square pole universal mounting adaptor [7] RPUMBA Round pole universal mounting adaptor [7] **Shipped separately** KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish) [1,9]

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LITHONIA LIGHTING.
COMMERCIAL OUTDOOR
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DSX0 LED G1
Rev. 09/06/22
Page 1 of 8

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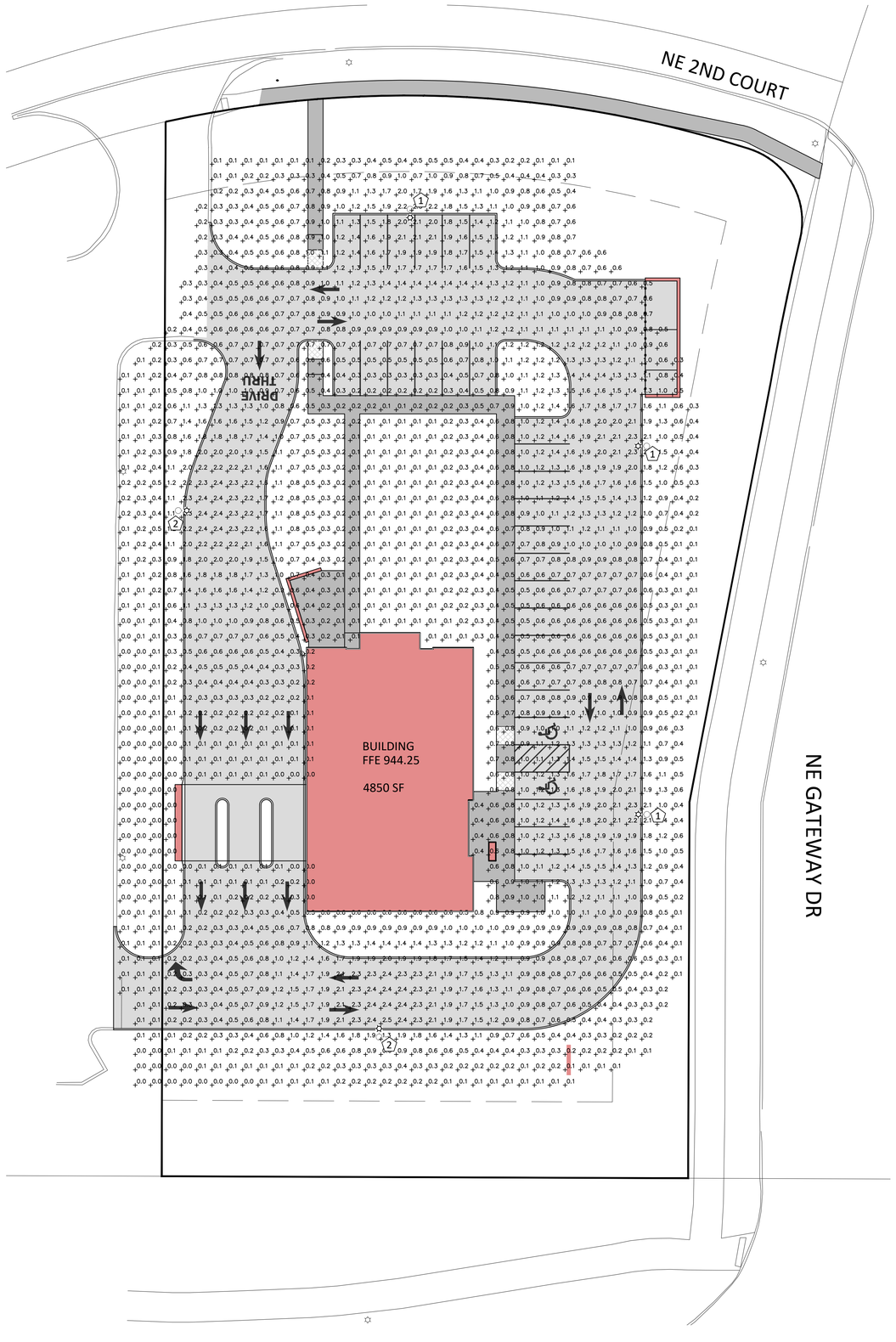
SHEET NAME
SITE LIGHTING AND PHOTOMETRIC PLAN

SHEET NUMBER E-101



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Legacy LED Area Luminaire

d-series

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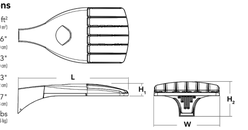

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D-Series Size 0
Legacy LED Area Luminaire

d-series

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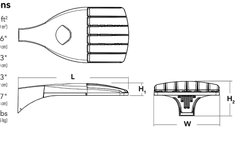

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DSX0 LED P5 40K T2S MVOLT

HS

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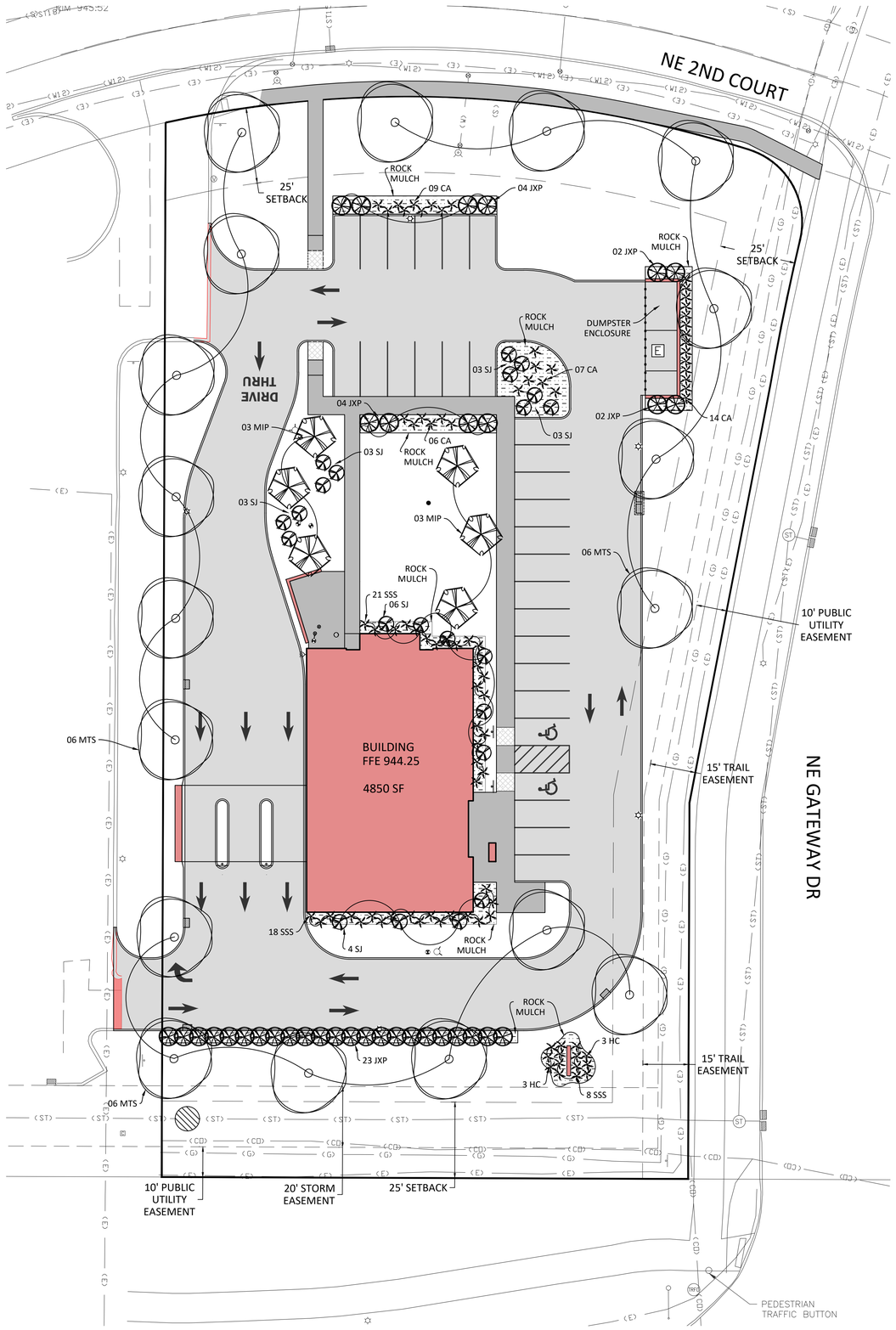
SHEET NUMBER **EL001**



LANDSCAPE LEGEND

PLANTS:

- PROPOSED DECIDUOUS TREE
- PROPOSED DECIDUOUS UNDERSTORY
- DECIDUOUS SHRUB
- EVERGREEN SHRUB
- ORN. PLANTS/GRASSES
- ROCK MULCH

ID	QTY.	BOTANICAL/COMMON NAME	MAT. SIZE	ROOT	SPACING	NOTES
DECIDUOUS TREES						
MTS	18	Crataegus phaenopyrum WASHINGTON HAWTHORN (thornless variety)	20–30' H X 20–30' W	BB	SEE PLAN	MIN. OF 1.5" TRUNK DIAMETER AT 12" ABOVE GRADE
MIP	6	Malus ioensis 'Prince Georges' PRAIRIE CRABAPPLE	10–15' H X 10–15' W	BB	SEE PLAN	MIN. OF 1.5" TRUNK DIAMETER AT 12" ABOVE GRADE
DECIDUOUS SHRUBS						
SJ	22	Spireae Japonica 'Walburna' MAGIC CARPET SPIREA	2' H X 2' W'	BB	SEE PLAN	MIN. OF 12" HEIGHT WHEN PLANTED
EVERGREEN SHRUBS						
JXP	35	Juniperus x Pfitzeriana 'Mint Julep' MINT JUELP CHINESE JUNIPER	4–5' H X 4–8' W	2 GAL.	SEE PLAN	MIN. OF 24" HEIGHT WHEN PLANTED
ORNAMENTAL PLANTS AND GRASSES						
CA	36	Calamagrostis x Acutiflora 'KARL FOERSTER' FEATHER REED GRASS	3'–5' H X 2'–3' W	2GAL.	SEE PLAN	MIN. OF 24" HEIGHT WHEN PLANTED
HC	6	Hemerocallis CHICAGO SUNRISE	2–2.5' H X 1.2–2' W	2GAL.	SEE PLAN	MIN. OF 18" HEIGHT WHEN PLANTED
SSS	47	Schizachyrun Scoparium 'Standing Ovation' STANDING OVATION LITTLE BLUE STEM	2–3' H X 1–2' W	2GAL.	SEE PLAN	MIN. OF 24" HEIGHT WHEN PLANTED
ALL PLANTS NURSERY MATCHED, QUALITY SPECIMEN; PLANS SHALL SUPERCEDE PLANT COUNTS						

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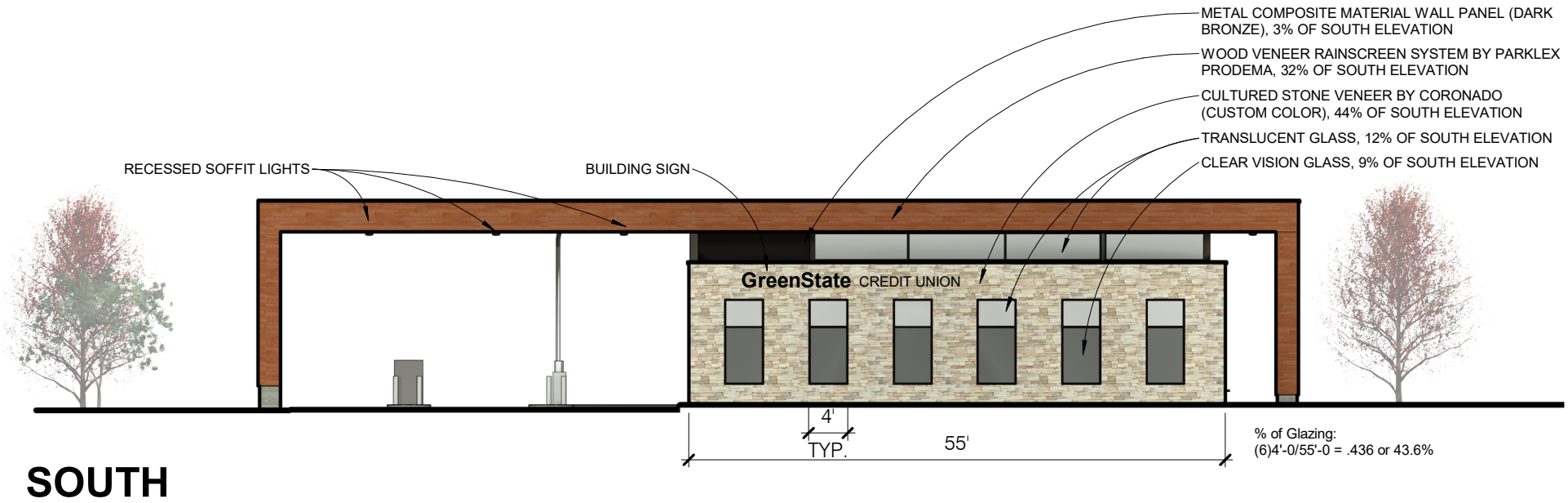
SHEET NAME

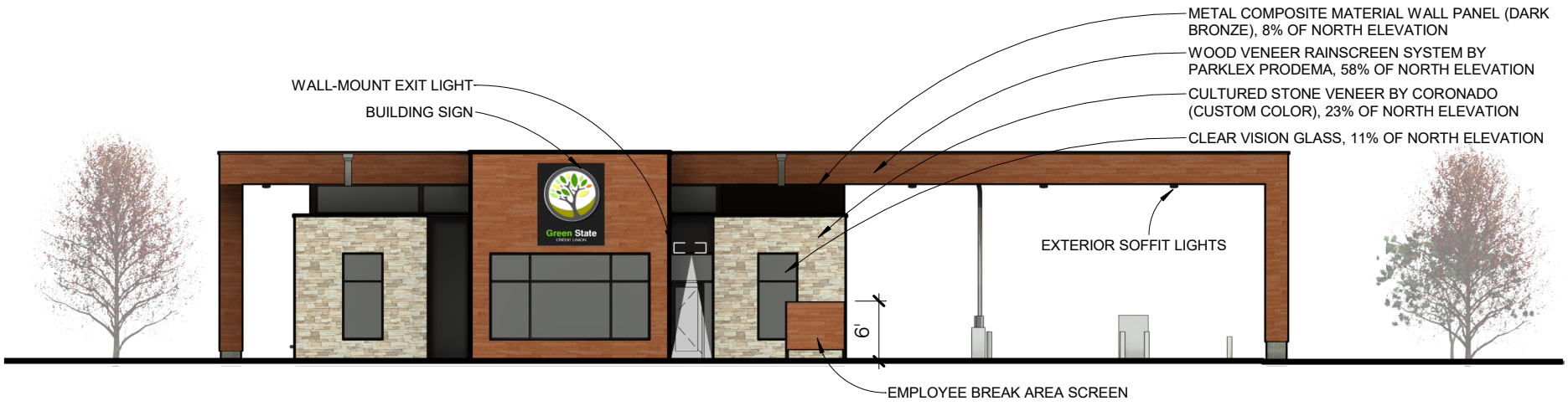
LANDSCAPE PLAN

SHEET NUMBER L-101



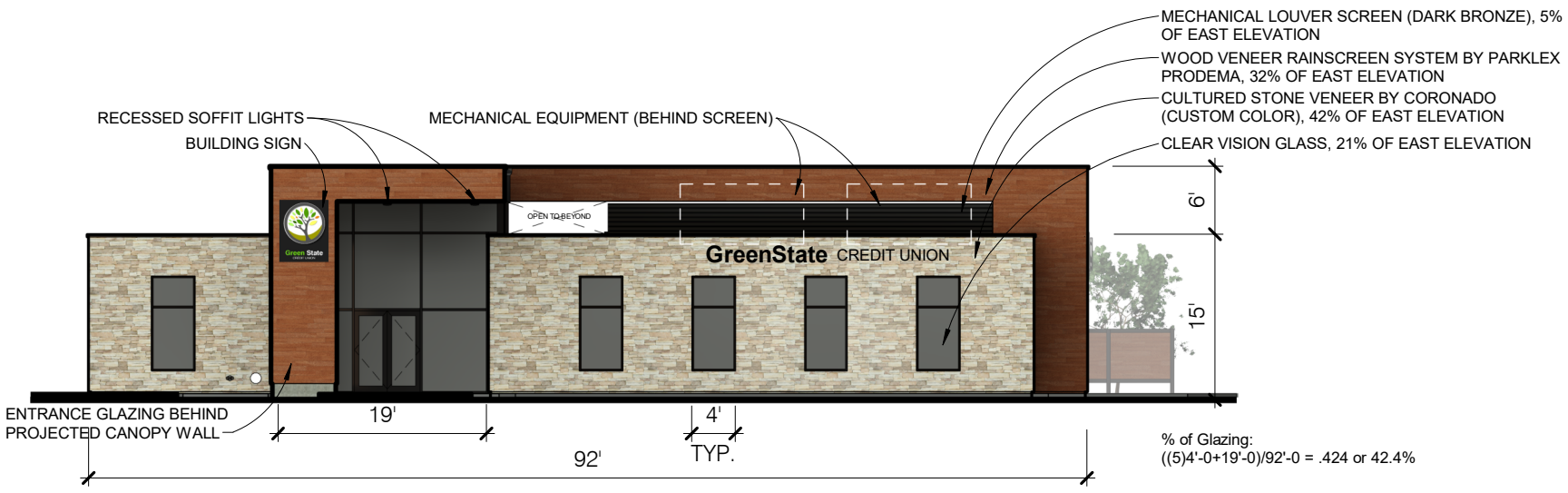
SOUTH

1/16" = 1'-0"



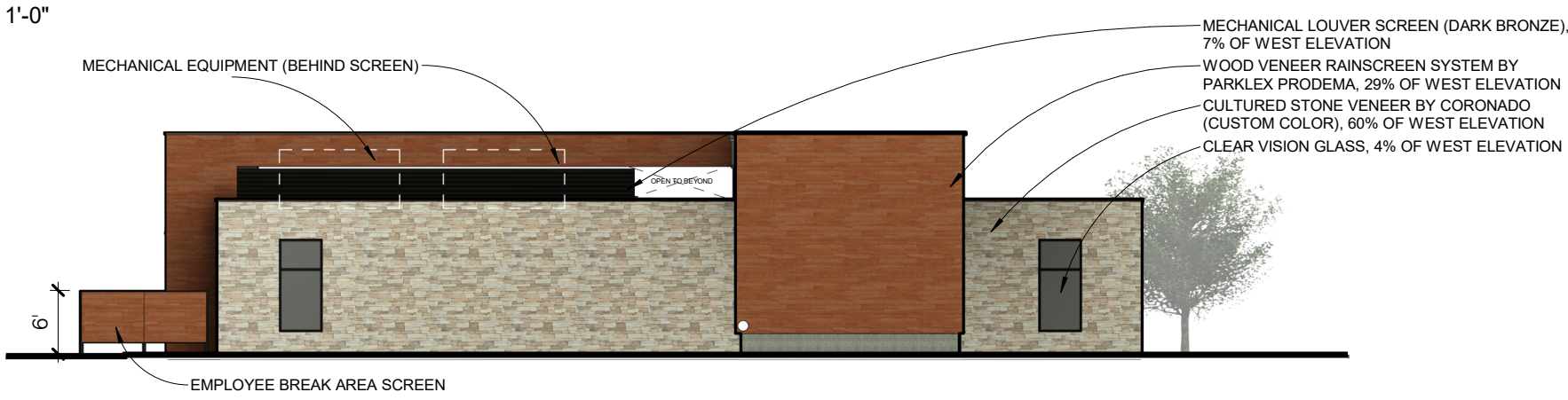
NORTH

1/16" = 1'-0"



EAST

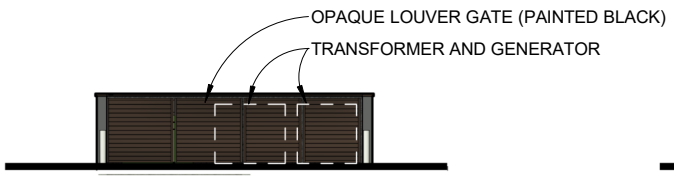
1/16" = 1'-0"



WEST

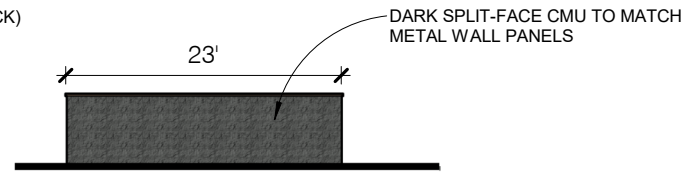
1/16" = 1'-0"

TRASH BIN/ TRANSFORMER/ GENERATOR ENCLOSURE



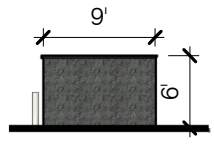
WEST

1/16" = 1'-0"



EAST

1/16" = 1'-0"



SOUTH / NORTH

1/16" = 1'-0"

NEUMANN MONSON ARCHITECTS

EXTERIOR ELEVATIONS R2

GSCU Grimes Branch
20002
04/24/2023

CITY COUNCIL COMMUNICATION
Meeting Date: 05/23/2023

AGENDA ITEM: Resolution Approving Final Plat of Rider Logistics Center Plat 1

BACKGROUND:
The applicant is requesting approval of a final plat for Rider Logistics Center Plat 1, which will subdivide the 78-acre property into one lot for industrial development, one outlot for future development, and two public street lots to be dedicated to the City for portions of SE Park Drive and SE 41st Street.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S):
Recommendation of Approval – Planning and Zoning Commission – 12/06/2022

STAFF RECOMMENDATION:
Staff recommends approval of the final plat for Rider Logistics Center Plat 1.

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

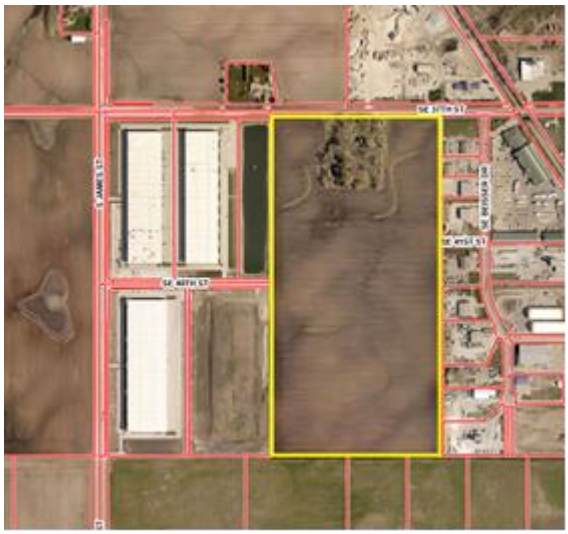
Planning & Zoning Staff Report

TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: December 6, 2022
RE: Rider Logistics Center Plat 1 – Final Plat

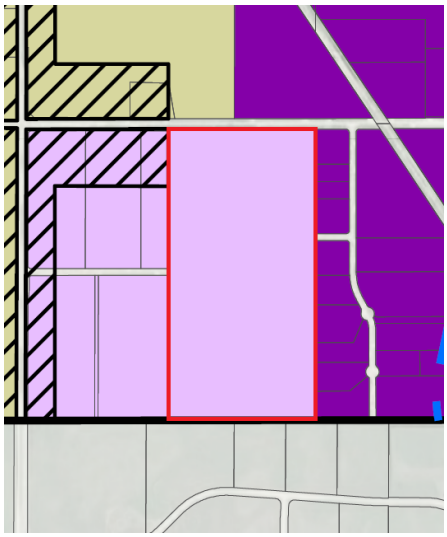
GENERAL INFORMATION:

Applicant:	ATI Group
Requested Action	Final Plat
Location	Located south of SE 37th Street and east of Prairie Business Park

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Industrial	Business Park	M-1A
North	Vacant/Heavy Industrial	Business Park/General Industrial	A-1/M-3
South	Vacant	Urbandale	Urbandale
East	Heavy Industrial	General Industrial	M-3
West	Light Industrial	Business Park	M-1A

BACKGROUND:
The applicant is requesting approval of a final plat for Rider Logistics Center, which will allow for the subdivision of the 78-acre property. The plat will consist of one lot for industrial development, where the first building is currently under construction, one outlot for future development, and two public street lots to be dedicated to the City for portions of SE Park Drive and SE 41st Street.

ANALYSIS:
The final plat is consistent with the preliminary plat. All appropriate easements for utilities are provided. In addition, a sign easement is proposed at the intersection of SE 37th St and SE Park Drive for future development signage.

Lot 1 will have three access points: one from SE 37th Street, SE Park Drive, and SE 41st Street. A future access point will be provided along SE Park Drive with Phase 2 of the development. The construction of SE Park Drive and SE 41st Street will be phased. Therefore, additional right-of-way will be dedicated to the City with future plats.

Sanitary sewer for the development will be extended along SE 37th Street and from an existing sewer to the east within the Gateway Commerce development. Water for the development will we provided along SE 41st Street and SE Park Drive. All utilities will be in place to serve Lot 1. Additional utility construction will occur with future phases to serve the future proposed lots. Detention within the development will be handled via individual basins on each lot.

As part of the final plat process, the developer will enter into an agreement with the City to ensure completion of the remaining public improvements within the development.

STAFF RECOMMENDATION:
Staff would recommend approval of the Rider Logistics Center Plat 1 final plat subject to any remaining staff comments and legal review.

CITY OF GRIMES

Evann Martin
Assistant Planner

Development Services
410 SE Main St, Suite 102
Grimes, IA 50111
(515)986-4050
www.grimesiowa.gov

~~November 2, 2022~~
~~November 17, 2022~~
~~November 28, 2022~~
May 16, 2023

McClure Engineering
Attn: Trent Smith
1360 NW 121st Street
Clive, IA 50325

RE: Rider Logistics Center Plat 1 Final Plat

Dear Mr. Smith:

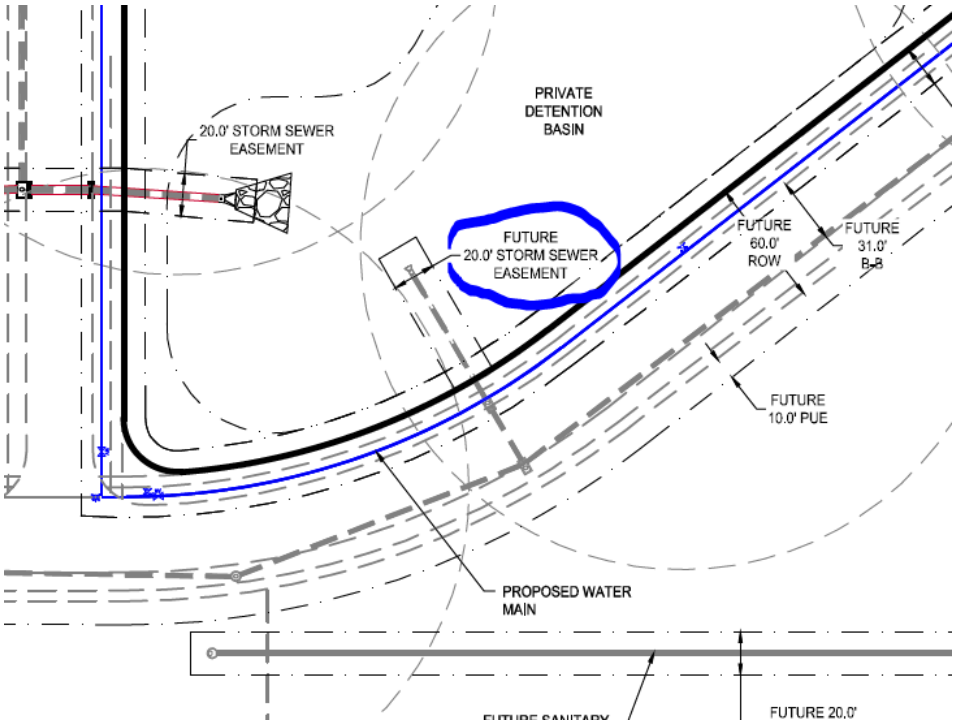
The Development Services Department is in receipt of a proposed Final Plat for Rider Logistics Center Plat 1. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

1. ~~Please revise plat title to include Plat 1.~~
2. ~~Include the entire property as part of the plat. The remainder of the property should be an outlot.~~
3. ~~There are several owners for the remainder of the property. They will need to consent to the plat and execute all appropriate legal documents.~~
4. ~~Label Lot 1 address – 3901 SE Park Drive~~
5. ~~Revise legal description to include entire Rider Logistics property.~~
6. ~~Add a note that Lot A, B, & C will be dedicated to the City of Grimes.~~
7. ~~Please label Lot 1 area in square feet as well.~~
8. ~~Label street names for Lot B & C. Lot B – SE Park Drive. Lot C – SE 41st Street.~~
9. ~~Label adjacent plats to the west and south.~~

~~10. Revise the 20' sanitary sewer easement at the SW corner of Lot 1 to be storm sewer easement.~~

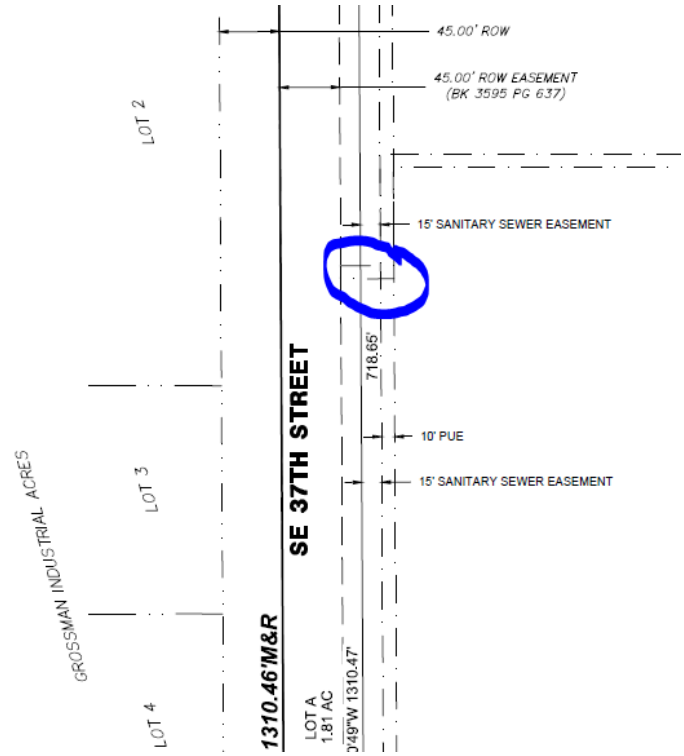
~~11. Provide 20' storm sewer easement off of SE 41 St at the SW corner of Lot 1 as shown on the construction drawings. Please add easement shown below.~~



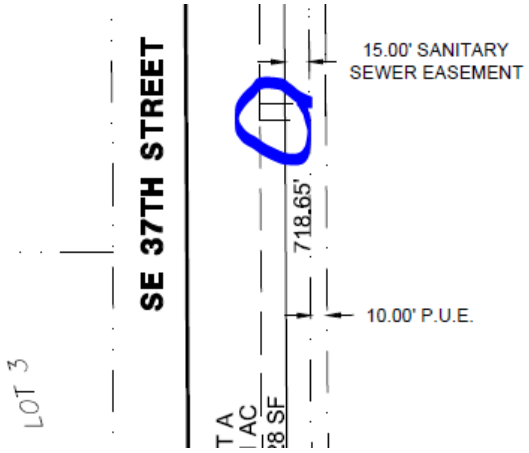
~~12. Please show the 15-foot sanitary sewer easement along SE 37th Street on the west side of the SE Park Dr ROW.~~

~~13. Please label the 20' water main easement along the west side of Lot 1.~~

~~14. What are the two lines perpendicular to the easement lines? Are these an error?~~



~~Looks like there are still error lines. See below~~



15. The roadway fee for SE 37th St will be due at site plan acceptance. The prorated fee per acre for Lot 1 is $34,580.58.
    a. Total amount due for road = 1310.47 X $120 = $157,256.40
    b. Total project acreage = 79.4 acres
    c. Amount due per acre = $1,980.56
    d. Plat 1 platted acreage = 17.46 acres
    e. Amount due with Lot 1 site plan = $34,580.58 Please provide fee prior to plat recording.

f. Total due for remainder of project = $122,675.82

Legal Comments: All final legal documents need to be complete and turned in to the City 2 weeks prior to the Council meeting

1. Title opinion
    a. The mortgages/assignment of rents shown on the platting opinion need to be partially released as to the street lots.
    b. The mortgages also need to be subordinated to the easements – the easement forms provide for Lender consent, but not specific subordination. If you want to put the subordination in the mortgagee consent, that would be fine too.

2. ~~Consent(s) to Plat~~
    a. ~~Owner consent – required for all owners of the property~~
    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~~

    a. ~~Please provide easement documents~~
    b. ~~Please revise sanitary sewer legal description within Outlot Z~~
    c. ~~Please provide storm sewer description along SE 41st St. See comment #11.~~

7. ~~Declaration and Covenants, Restrictions and Easements - Not proposed~~

8. Warranty Deed for street lots A, B & C.

    a. The Warranty Deed lists the wrong year. Please revise.
    b. Reference 428A.2(6) as the exemption code for transfer tax.
    c. Add the GWHS certification language to the deed, or provide a Groundwater Hazard Statement, if necessary.

9. Executed Mid-American Energy electric and Black Hills gas distribution agreement Please provide agreement for street light installation. The street light agreement does not show that black pole and arms will be installed. Black is required.

10. Agreement to Complete for remaining/incomplete improvements with performance bond – staff will prepare the agreement Attached is the draft agreement.

a. The remaining public improvements are the streetlights and the reconstruction of SE 41st St.

b. Please provide the bond amount for each item.

c. Who will be the responsible party for executing the agreement? Does there need to be two agreements? One for streetlights and one for SE 41st St?

11. ~~4 year maintenance bond for all public improvements (paving and utilities)~~

12. ~~Letter from the surveyor confirming that monuments are in place. Confirmation is required prior to issuing a Certificate of Occupancy.~~

13. ~~Ensure all property owners have executed all appropriate legal documents.~~

14. Executed sidewalk agreement for SE 37th St sidewalk.

15. Provide stormwater maintenance agreement(s) for the basins.

16. Consent to Plat for TJL Investments – Remove "Signature of Notary Public" from the top of the page.

17. Consent to Plat for T. Leo Capital, LLC – signature lines are missing at the bottom of the page.

18. The PUE, sanitary sewer, storm sewer and water main easements do not follow our easement template. Please provide revised easements.

19. PUE Outlot Z Mortgagee Consent page – Home State Bank is spelled incorrectly.

20. Acceptance by City page for easements – Update the year to 2023. Most of them say 2022.

21. Sanitary Sewer Lot 1 - the easement description doesn't appear to match the plat.

22. Water Main Easement Description – The west line of the easement is shown as 932.78' on the plat and 932.48' in the description. Please verify which is correct and revise.

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:	~~November 8, 2022~~ November 28, 2022
	(1 PDF of Final Plat and Legals)
PLANNING & ZONING:	December 6, 2022 at 5:30
COUNCIL MEETING:	TBD at 5:30

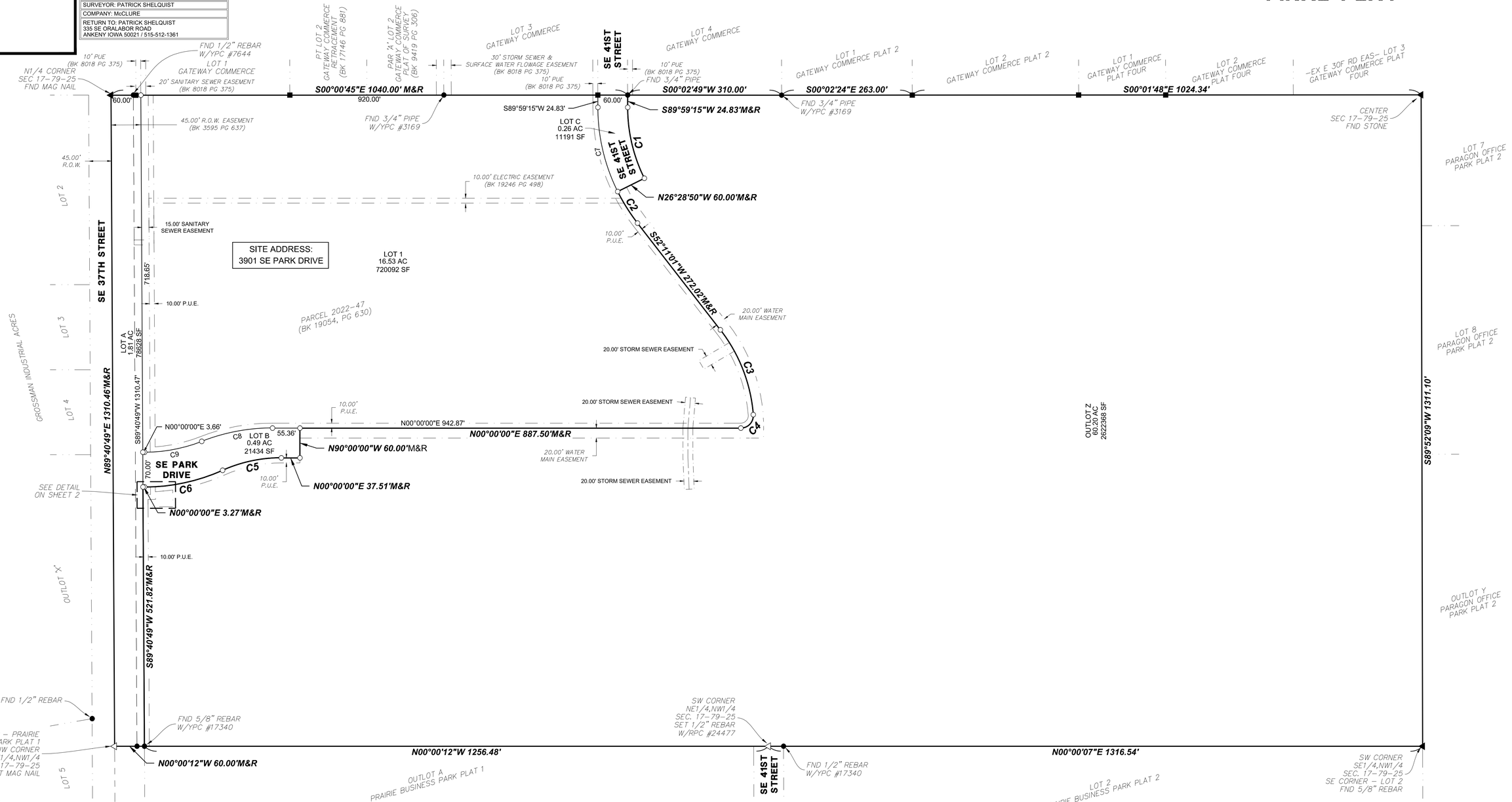
Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner

RIDER LOGISTICS CENTER PLAT 1
GRIMES, IOWA
FINAL PLAT

INDEX LEGEND
CITY: GRIMES
COUNTY: POLK
TRS: SECTION 17, T79N, R25W
ALIQUOT PART: E1/2 NW1/4
PROPRIETOR: ODCA GRIMES LLC (ET AL)
REQUESTED BY: ODCA GRIMES LLC
SURVEYOR: PATRICK SHELQUIST
COMPANY: McCLURE
RETURN TO: PATRICK SHELQUIST 335 SE ORALABOR ROAD ANKENY IOWA 50021 / 515-512-1361



GENERAL LEGEND	
	SURVEY BOUNDARY
	PROPOSED LOT
	EXIST PROPERTY LINE
	SECTION LINE
	SETBACK LINE
	PROPOSED EASEMENT
	EXIST EASEMENT
MONUMENTS FOUND:	
▲	SECTION CORNER (TYPE AS NOTED)
■	3/4" PIPE W/OPC #12971
●	1/2" REBAR W/YPC #16747 (UNLESS NOTED OTHERWISE)
MONUMENTS SET:	
△	SECTION CORNER 1/2" REBAR W/RPC #24477
○	1/2" REBAR W/RPC #24477
⌑	CUT X
FND	FOUND
BK, PG	BOOK AND PAGE
(M), (R)	MEASURED, RECORDED
R.O.W.	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

Curve Table					
Curve #	Length	Radius	Delta	CHD B	CHD L
C1(M&R)	147.83'	320.00'	26°28'06"	S76°45'13"W	146.52'
C2(M&R)	75.18'	380.00'	11°20'09"	S57°51'06"W	75.06'
C3(M&R)	185.55'	320.00'	33°13'23"	S68°47'43"W	182.96'
C4(M&R)	41.27'	25.00'	94°35'36"	N47°17'48"W	36.74'
C5(M&R)	121.77'	290.00'	24°03'30"	N12°01'45"W	120.88'
C6(M&R)	161.66'	385.00'	24°03'30"	N12°01'45"W	160.48'
C7	250.73'	380.00'	37°48'14"	S71°05'08"W	246.20'
C8	145.71'	390.00'	21°24'25"	N10°42'12"W	144.87'
C9	117.69'	315.00'	21°24'25"	N10°42'12"W	117.01'

OWNERS:
ODC ATI GRIMES LLC
10350 BREN ROAD W
MINNETONKA, MN 55343-9014
PHONE # 515.446.4935
EMAIL: MICHAEL.ANTHONY@OPUS-GROUP.COM
ATTN: MICHAEL ANTHONY

ATI GROUP LLC
BS EQUITY LLC
E&M INVESTMENTS LLC
ERIC & CAROL ZIEL JOINT REVOCABLE TRUST
LEO INVESTMENTS LLC
MURPHY COMMERCIAL PROPERTIES LLC
SHAFBO LLC
T LEO CAPITAL LLC
TJL INVESTMENTS LLC
WAVE CAPITAL GROUP LLC
ERIC ZIEL (Trustee)
CAROL ZIEL (Trustee)

ENGINEER:
MCCLURE
1360 NW 121ST STREET
CLIVE, IA 50325
(515) 964-1229
TSMITH@MCCLUREVISION.COM
ATTN: TRENT SMITH

ZONING:
M-1A: COMMERCIAL & LIMITED LIGHT INDUSTRIAL DISTRICT

BULK REGULATIONS:
FRONT SETBACK=25'
REAR SETBACK=25'

ZONING CHANGE DEVELOPMENT AGREEMENT:
DATE: 01/21/2022
BOOK 19012, PAGE 486-497

NOTES:
1. LOTS A, B, & C TO BE DEDICATED TO THE CITY OF GRIMES.

AREA SUMMARY:
TOTAL ACRES = 79.29 AC. (3,453,713 SF)
R.O.W. EASEMENT = -1.35 AC. (58,971 SF)
NET ACRES = 77.94 AC. (3,394,742 SF)

FLOOD PLAIN INFORMATION:
MAP #: 19153C0166F
EFFECTIVE DATE: 02/01/2019
ZONE: ZONE X - AREA OF MINIMAL FLOOD HAZARD

LEGAL DESCRIPTION:
PARCEL 2022-47 OF THE PLAT OF SURVEY FILED IN BOOK 19054 PAGE 630 IN THE OFFICE OF THE RECORDER FOR POLK COUNTY, IOWA, BEING A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

AND

THE EAST ONE HALF OF THE NORTHWEST QUARTER (E1/2 NW1/4) OF SECTION 17, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT PARCEL 2022-47 OF THE PLAT OF SURVEY FILED IN BOOK 19054 PAGE 630 IN THE OFFICE OF THE RECORDER FOR POLK COUNTY, IOWA, BEING A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

NORTH
0 25 50 100
(IN FEET)
1 inch = 100 ft.

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

PATRICK SHELQUIST — DATE
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET
DATE SURVEYED: 08/26/2021

PRELIMINARY

RIDER LOGISITICS CENTER PLAT 1
FINAL PLAT

ENGINEER	DRAWN BY	REVISIONS	GRIMES, IOWA
T. SMITH	S. KAISER	11/8/2022	POLK COUNTY
SURVEYOR	CREW CHIEF	11/23/2022	SEC. 17-79-25
P. SHELQUIST	K. THURMAN	.	211031-000
SHEET NO.		.	10/07/2022
01/02		.	

McCLURE
making lives better.
335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1361

DRAWING PATH: P:\2021\211031-000\05 Drawings\05_civil\211031_Final Plat.dwg LAST DATE: 11/23/2022 1:35 PM PLOTTED BY: PATRICK SHELQUIST

RIDER LOGISTICS CENTER PLAT 1
GRIMES, IOWA
FINAL PLAT

LOT 1
GATEWAY COMMERCE

PT. LOT 2
GATEWAY COMMERCE
RETRACEMENT
(BK 17146 PG 881)

PAR 'A' LOT 2
GATEWAY COMMERCE
PLAT OF SURVEY
(BK 9419 PG 306)

30' STORM SEWER &
SURFACE WATER FLOWAGE EASEMENT
(BK 8018 PG 375)

LOT 3
GATEWAY COMMERCE

10' PUE
(BK 8018 PG 375)

SE 41ST
STREET

10' PUE
(BK 8018 PG 375)

LOT 4
GATEWAY COMMERCE

LOT 1
GATEWAY COMMERCE PLAT 2

LOT 2

45.00'
R.O.W.

45.00' R.O.W. EASEMENT
(BK 3595 PG 637)

15.00' SANITARY
SEWER EASEMENT

10.00' ELECTRIC EASEMENT
(BK 19246 PG 498)

SE 37TH STREET

LOT C
0.26 AC
11191 SF

SE 41ST
STREET

S26°28'50"E 20.00'

L=71.22'
R=360.00'
Δ=11°20'09"
CHD=S57°51'06"W
CHD L=71.11'

L=75.18'
R=380.00'
Δ=11°20'09"
CHD=N57°51'06"E
CHD L=75.06'

10.00'
P.U.E.

20.00' WATER
MAIN EASEMENT

S52°11'01"W 272.02'
N52°11'01"E 272.02'

L=20.00'
R=320.00'
Δ=3°34'54"
CHD=N59°35'37"E
CHD L=20.00'

N30°23'57"W 70.90'

S30°23'57"E 70.91'

20.00' STORM
SEWER EASEMENT

S59°36'03"W 20.00'

L=185.55'
R=320.00'
Δ=33°13'23"
CHD=N68°47'43"E
CHD L=182.96'

L=134.17'
R=320.00'
Δ=24°01'20"
CHD=N73°23'44"E
CHD L=133.19'

L=245.80'
R=440.00'
Δ=31°59'53"
CHD=S17°25'39"W
CHD L=242.68'

20.00'
STORM SEWER
EASEMENT

S85°12'54"E
61.41'

106.45'

L=41.27'
R=25.00'
Δ=94°35'36"
CHD=S47°17'48"E
CHD L=36.74'

N90°00'00"W
60.20'

20.00' STORM
SEWER EASEMENT

S87°43'50"W
63.03'

10.00' P.U.E.

S00°00'00"E 887.50'

N00°00'00"E 932.78'

20.00' WATER
MAIN EASEMENT

LOT 1
16.53 AC
720092 SF

PARCEL 2022-47
(BK 19054, PG 630)

L=11.82'
R=385.00'
Δ=1°45'32"
CHD=S0°52'46"E
CHD L=11.82'

L=9.94'
R=385.00'
Δ=1°28'46"
CHD=N2°29'54"W
CHD L=9.94'

S00°00'00"E
3.27'

S89°40'49"W 25.00'

N89°40'49"E 15.00'

10.00'

10.00' P.U.E.

SANITARY
EASEMENT

15.18'
N90°00'00"W

N89°46'58"E
10.01'

10.00'
P.U.E.

L=35.16'
R=395.00'
Δ=5°05'54"
CHD=S5°42'42"E
CHD L=35.15'

P.U.E.

15.00'
N00°00'00"E

N89°46'58"E
15.60'

LOT A
1.81 AC
78828 SF

S00°00'00"E 10.00'

S00°00'00"E
14.97'

SIGN EASEMENT

N90°00'00"W 33.74'

N89°40'49"E 14.64'

10.00'
P.U.E.

N00°00'00"E 49.80'

DETAIL SCALE 1" = 10'

LOT 3

LOT 4

OUTLOT 'X'

10.00' P.U.E.

L=121.77'
R=290.00'
Δ=24°03'30"
CHD=S12°01'45"E
CHD L=120.88'

N90°00'00"E 20.00'

LOT B
0.49 AC
21434 SF

S00°00'00"E
37.51'

N90°00'00"W
10.00'

SE PARK
DRIVE

L=139.90'
R=385.00'
Δ=20°49'13"
CHD=S13°38'54"E
CHD L=139.13'

N89°46'58"E 10.01'

10.00'
P.U.E.

L=117.57'
R=280.00'
Δ=24°03'30"
CHD=N12°01'45"W
CHD L=116.71'

N00°00'00"E
37.51'

L=144.06'
R=395.00'
Δ=20°53'48"
CHD=N13°36'36"W
CHD L=143.27'

SEE DETAIL

NORTH
0 12 25 50
(IN FEET)
1 inch = 50 ft.

RIDER LOGISITICS CENTER PLAT 1
FINAL PLAT

ENGINEER	DRAWN BY	REVISIONS	GRIMES, IOWA
T. SMITH	S. KAISER	11/8/2022	POLK COUNTY
SURVEYOR	CREW CHIEF	11/23/2022	SEC. 17-79-25
P. SHELQUIST	K. THURMAN	.	211031-000
SHEET NO.		.	10/07/2022
02/02		.	

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DRAWING PATH: K:\211031-000\06-Products\Civil\211031-Final Plat.dwg, 11/23/2022 1:15:51 PM, PLOTTED BY PATRICK SHELQUIST

Prepared by: Alex Pfaltzgraff, City of Grimes 50111 515-986-4050

RESOLUTION NO. 05-5423

RESOLUTION APPROVING FINAL PLAT OF RIDER LOGISTICS CENTER PLAT 1 AND CERTAIN RELATED AGREEMENTS AND EASEMENTS

WHEREAS, the preliminary plat and accompanying materials for Rider Logistics Center 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 ODC ATI Grimes, 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 street and streetlights in the Plat, and the Developer has entered into an Agreement to Complete Public Improvements; and

WHEREAS, the Developer has not yet completed the installation of public sidewalk, and the Developer has entered into an Agreement Regarding Sidewalk Construction Lot 1 Rider Logistics Center Plat 1; and

WHEREAS, the Developer has submitted to the City of Grimes a Warranty Deed for right-of-way located within the Plat; and

WHEREAS, the plat of Rider Logistics Center 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 Rider Logistics Center 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. Public Utility Line Easement (Lot 1)
2. Public Utility Line Easement (Outlot Z)
3. Public Sanitary Sewer Easement (Lot 1)
4. Public Sanitary Sewer Easement (Outlot Z)
5. Public Storm Sewer Easement (Lot 1)
6. Public Storm Sewer Easement (Outlot Z)
7. Public Water Main Easement (Outlot Z)
8. Declaration of Easement for Signage
9. Rider Logistics Center Plat 1 Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement

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 Agreement Regarding Sidewalk Construction Lot 1 Rider Logistics Center Plat 1.

BE IT FURTHER RESOLVED that the City of Grimes does hereby accept the right-of-way Warranty Deed.

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 Rider Logistics Center Plat 1, as well as any other documents related thereto, with the Polk County Recorder.

PASSED AND APPROVED this 23rd day of May, 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk