

Grimes City Council Agenda

Grimes City Hall
101 NE Harvey Street
Grimes, Iowa 50111
Phone | 515.986.3036
www.grimesiowa.gov

Mayor | Scott Mikkelsen
City Council | Eric Johansen, Andy Borcharding,
David Gisch, Ryan Burger, Laurie DePhillips

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.

Grimes City Council Meeting June 6, 2023 – 5:30 pm In Person/Zoom at Grimes Community Center, 410 SE Main Street

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

Join Zoom Meeting:

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

Public Comment: If you would like to address the City Council during the Public Comment portion of the meeting, please contact the City Clerk by 4:30 p.m. on the date of the meeting by email at rwilliams@grimesiowa.gov with your name and address or by using the RAISE HAND feature by zoom. Participants must be recognized by the presiding officer and must state their full name and address before addressing the City Council. If you are participating via phone, the raise and lower hand feature can be activated by using *9. After you are recognized, use *6 to unmute your audio. The Chat and Q&A functions will be turned off during the meeting. The Mayor will recognize you for 3 minutes of comment, and your microphone will be turned on.

Pursuant to §21.4(2) of the Code of Iowa (2019), the City has the right to amend this agenda up until 24 hours before the posted meeting time.

For any additional assistance or questions in attending the meeting, please call 515-986-3036 Ext 1025 from 8 a.m. to 4:30 p.m., or contact the Grimes City Clerk Rochelle Williams by email at: rwilliams@grimesiowa.gov.

Meetings will be recorded

AGENDA ITEMS FOR JUNE 6, 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 06-0123 Minutes approval from previous meeting
 - B. Resolution 06-0223 Claims Report

- C. Resolution 06-0323 Approving Bills and Quotes over \$10,000
- D. Resolution 06-0423 Approving Consent and Agreement for Improvements – Lot 7 of Willow Hills Plat 1 – 2919 NW Brookside Drive
- E. Resolution 06-0523 Approving Consent and Agreement for Improvements – Lot 7 of Kennebrough South Plat 1 – 1213 SW 7th Street
- F. Resolution 06-0623 Approving Request for Fireworks Permit Cutty's Des Moines Camping Club, Inc. July 1, 2023, and Saturday September 23, 2023, at 2500 SE 37th Street by J & M Displays Inc.
- G. Resolution 06-0723 Approving the Agreement for Cleaning Services at Grimes Community Complex
- H. Resolution 06-1323 Approving Farm Tenant Crop Loss Agreement and Partial Termination of Lease
- I. Resolution 06-1423 Approving Alcohol Licenses
 - 1. Grimes Liquor Shop – New License Class E Retail

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. Resolution 06-1123 Approving the Agreement for GrimesPlex Sponsorship Management Services

2. Resolution 06-1223 Memorandum of Understanding with Destination Grille for Food Concessions at GrimesPlex

3. GrimesPlex Buildings Project

- a. Public Hearing on GrimesPlex Buildings Project**
- b. Resolution 06-0823 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the GrimesPlex Buildings**
- c. Resolution 06- 0923 Making Award of Construction Contract for the GrimesPlex Buildings**
- d. Resolution 06-1023 Authorizing Construction Contract and Bond for the GrimesPlex Buildings**

ADJOURNMENT

RESOLUTION NO. 06-0123 Approving the Grimes City Council Minutes

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

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

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

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

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

PASSED AND APPROVED this 6th day of June 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:
905

By: _____
Rochelle Williams, City Clerk

CITY COUNCIL MEETING

Tuesday, May 23, 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, via Zoom, May 23, 2023, at 5:33 p.m. at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa. The Pledge of Allegiance was led by Mayor Mikkelsen.

ROLL CALL

Present via Zoom: Mayor Scott Mikkelsen, Eric Johansen, Present in Person: Council Members: Ryan Burger, Andrew Borcharding, David Gisch, Absent: Laurie DePhillips

AGENDA ITEMS

APPROVAL OF THE AGENDA

Mayor Mikkelsen asked for approval of the agenda.

Moved by Borcharding, Second by Burger, to approve the agenda.

Roll Call: Ayes: All. Nays: None. Motion passes: 4- 0.

CONSENT AGENDA

A. Resolution 05-2123 Minutes approval from previous meeting B. Resolution 05-2223 Claims Report \$5,733,752.89 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 Dr. 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

Motion by Borcharding, Second by Burger, to approve the Consent Agenda.

Roll Call: Ayes: All; Nays: None Motion passes 4- 0

PUBLIC FORUM -None

PUBLIC AND COUNCIL 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

Alex Pfaltzgraff, Development Services Director, addressed Council stating this 67-acre parcel is located at the NE corner of Highway 44 and NW County Line Road and currently zoned A-1. Pfaltzgraff said the applicant is proposing to rezone the property to R-4 (PUD) and C-2. Pfaltzgraff said the zoning is consistent with the Future Land Use Plan, noting that the R-4 zoning will allow for medium and high density residential, while the C-2 zoning will allow for general commercial development on the southern portion of the property that borders along Highway 44. Pfaltzgraff stated the concept plan will continue to be refined through the rezoning process and this is only the initial step in the process.

Moved by Gisch, Second by Borcharding, to Approve the Second Reading of Ordinance #779 Amending the Grimes Official Zoning Map, Pursuant to the Code of Ordinances Section 12-3-5 for the following rezoning Request for Hope Timber and Associated Zoning change and Development Agreement

Roll Call: Ayes: All. Nays: None. Motion passes: 4- 0.

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

Alex Pfaltzgraff, Development Services Director, addressed the Council stating the purpose of the amendment is to clarify and clean up some of the parking calculations. He said since the parking regulations were re-written in 2020, staff had determined that a few of the parking calculations did not reflect real-world parking needs or were difficult to calculate. Pfaltzgraff said there were no changes since the First Reading and would recommend waiving the Third Reading of the ordinance and adopting it.

Moved by Gisch, Second by Borcharding, to approve the Second Reading of Ordinance #780 Amending Grimes Code of Ordinances Chapter 12-15 Off-Street Parking, Circulation, and Loading Requirements.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

Moved by Gisch, Second by Borcharding, to waive the Third Reading of Ordinance #780 Amending Grimes Code of Ordinances Chapter 12-15 Off-Street Parking, Circulation, and Loading Requirements

Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

Council Member Laurie DePhillips joins via Zoom at 5:42 pm.

Moved by Gisch, Second by Borcharding, to approve Final Passage of Ordinance #780 Amending Grimes Code of Ordinances Chapter 12-15 Off-Street Parking, Circulation, and Loading Requirements

Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0.

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

Alex Pfaltzgraff, Development Services Director, addressed Council to say that the original development agreement needed to be amended to remove old code references, remove references to NE 5th Street extension, and to clarify development details regarding the Grimes Plex. Pfaltzgraff said that since the Hope Commercial PUD was established in 2020, the City had taken over the construction of the Grimes Plex and no longer requires the developer to construct the facility as a public improvement. He noted some of the Grimes Plex standards within the development agreement will be updated to reflect the actual number of sport fields, increase the minimum parking space requirement, and clarify signage requirements due to the anticipated sponsorships associated with the complex. Pfaltzgraff said in addition to those changes, the developer has submitted a request to adjust the ratio of residential vs. commercial acreage within the mixed-use portion of the development to construct a multi-family and townhome area. He stated that the current PUD requires 50% commercial acreage within the mixed-use area, and the proposed amendment would adjust the acreage ratio to require a minimum of 35% commercial acreage. Pfaltzgraff said 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. Pfaltzgraff stated that the concept for the mixed-use area has been revised based on feedback from the Council at the March 28th meeting to increase the neighborhood feel and improve viewpoints from NE Beaverbrooke Blvd.

Moved by Gisch, Second by Borcharding to Approve the Second Reading of Ordinance #781 Amending the Hope Commercial Planned Unit Development.

Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0.

4. Second Reading of Ordinance 782 Amending Grimes Code of Ordinance Chapter 11-3 Provision of the Building and Property Regulations of the City of Grimes, Iowa, Regarding the Adoption of the Grimes Rental Program

Alex Pfaltzgraff, Development Services Director, addressed the Council to offer details on the Rental Housing Program. Pfaltzgraff said staff have reviewed the registration and inspection process as well as making studies of other similar programs in the metro area. He said the feedback from the informational meetings held for property owners and managers was generally positive and well received. Pfaltzgraff noted there had not been any changes since the initial public hearing and that Staff would recommend approval.

Moved by Borcharding, Second by Burger, to approve the 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

Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0.

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

Alex Pfaltzgraff, Development Services Director, addressed Council to say 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. Pfaltzgraff said 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). He said this will allow for medium density residential at a maximum density of 8 dwelling units per acre. Pfaltzgraff said the applicant has provided a conceptual plan for the site showing twelve townhome units along with the associated private street, parking, and landscaping. Pfaltzgraff added that the Planning and Zoning Commission recommended approval at their May 2nd, 2023, meeting. He stated that the property owners within 200 feet of the rezoning have obtained enough signatures to trigger the protest petition process and he asked that the Council make a motion to receive and file the protest.

Mayor Mikkelsen opened the Public Hearing at 5:58 p.m.

Residents Liz Hoyt, 701 Dovetail #12, and Larry Satterlee 651 SE Dovetail #4, addressed Council with concerns with potential increased traffic levels as well as ongoing waste disposal issues from a neighboring multi-family development. Mayor Mikkelsen closed the Public Hearing at 6:12 p.m. The Mayor and Council thanked the residents for taking time to voice their concerns.

Moved by Gisch, Second by Borcharding, to approve the 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

Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0.

Motion by Borcharding, Second by Gisch to Receive and File the Protest Petition.

Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0.

6. Amendment to the Fiscal Year 2022-2023 Budget

City Administrator Jake Anderson addressed the Council stating 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 Grimes Chamber, additional bond principal and interest, tree plantings, equipment purchases and two Life Pak units for the ambulance. Anderson explained these expenses were realized after the approval of the budget in March 2022. He

stated the City will also be making additional transfers from reserve funds to capital projects to close out completed project funds.

Mayor Pro-Tem Burger opened the Public Hearing at 6:26 p.m. Being no written or oral comments, Mayor Pro Tem Burger closed the Hearing at 6:26 p.m.

Moved by Gisch, Second by Borcharding, to Approve Resolution 05-5323 Approving City of Grimes Budget Amendment for Fiscal Year 2022-2023

Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0.

7. Green State Credit Union – Site Plan

Alex Pfaltzgraff, Development Services Director, stated the applicant is requesting approval of a site plan for GreenState Credit Union to allow for the construction of a 4,850 square foot bank. Pfaltzgraff said the site is located at the NW corner of E. 1st Street and NE Gateway drive and will share an access driveway with Arby's off NE 2nd Court. Pfaltzgraff said the site is zoned C-2 and falls within the Transportation Corridor Mixed Use Development Overlay District. Pfaltzgraff noted that the Planning and Zoning Commission recommended approval at their May 2nd 2023 meeting.

Moved by Borcharding, Second by Gisch, to Approve the GreenState Credit Union Site Plan

Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0.

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

Alex Pfaltzgraff, Development Services Director, addressed Council to say the applicant is requesting approval of a final plat for Rider Logistics Center Plat 1, which will subdivide the 78-acres property into one lot for industrial development and one outlot for future development. Pfaltzgraff said two public street lots will be dedicated to the city for portions of SE Park Drive and SE 41st Street. Pfaltzgraff said the Planning and Zoning Commission had reviewed the plan and recommended approval on December 6, 2022 Planning and Zoning meeting.

Moved by Gisch, Second by Borcharding, to Approve Resolution 05-5423 For Final Plat of Rider Logistics Center Plat 1 and Certain Related Agreements and Easements

Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0

9. Resolution 05-5523 Directing City Staff To Finalize A New 28E Agreement Wit The City Of Johnston, Iowa For the Provision Of Fire And Emergency Medical Services And Approving A Contingent Extension Of Up To 90 Days On The Existing 28E Fire And Emergency Services Agreement

City Administrator Jake Anderson advised the Council that the proposed resolution will direct City staff to finalize a new 28E Agreement with the City of Johnston for the provision of fire and emergency medical services as well as approving a contingent extension of up to 90 days on the existing 28E Fire and Emergency Services Agreement. Anderson said most of the details have been reviewed by both cities, and we are awaiting legal review for the finalized documentation.

Moved by Gisch, Second by Borcharding, to Approve Resolution 05-5523 Directing City Staff to Finalize a New 28E Agreement Wit the City of Johnston, Iowa for the Provision of fire and Emergency Medical Services and Approving a Contingent Extension of up to 90 days on the Existing 28E Fire and Emergency Services Agreement.

Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0

ADJOURN

There being no further business the meeting was adjourned at 6:38 p.m.
Motion by Gisch, Second by Borcharding to adjourn.
Roll Call: Ayes: All; Nays: None Motion passes 5 - 0

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

RESOLUTION NO. 06-0223 Approving and Authorizing Expenditures

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

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

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

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

PASSED AND APPROVED this 6th day of June 2023

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

AMAZON CLAIMS 06/06/2023

Charges	Amount	Description
Library	\$429.66	Materials
	\$97.55	Office Expense - Mail/Office supplies
	\$154.39	Tech Supplies
	\$310.00	Discovery Table
	\$575.30	Kit /Supplies
	\$326.72	Program Supplies
Dev. Services	\$405.69	Office Supplies-Copy paper/Office supplies
Parks & Rec	\$231.75	Operating Supplies
	\$2,531.06	

City of Grimes Claims 6.6.2023

D&K PRODUCTS	TURF CHEMICALS	\$	3,970.21
A KINGS THRONE LLC	PORTABLE RESTROOMS - PARKS	\$	1,307.45
BAKER & TAYLOR	LIBRARY MATERIALS	\$	3,229.48
BLACK HILLS ENERGY	GAS	\$	676.38
BDI SIGNS	GLENSTONE MULTIGOLF/LIBRARY SIGNS	\$	142.50
COMMERCIAL APPRAISERS	WATER MAIN IMPROVEMENT PROJECTS	\$	14,000.00
BOESEN THE FLORIST	FUNERAL PLANT - EMPLOYEE	\$	54.90
SHADRAN INDUSTRIAL & SANITATION	MARCH/APRIL 2023 JANITORIAL - CH	\$	1,613.34
BOMGAARS	EQUIPMENT FOR TRUCK/COMPLEXES	\$	374.68
CLIVE POWER EQUIPMENT	EXTRA MOWER BLADES	\$	250.74
COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	1,378.42
DEMCO	LIBRARY BOOK COVERING SUPPLIES	\$	272.57
FAREWAY STORES, INC.	OPERATION EARLY OUT SNACKS	\$	23.33
EXCEL MECHANICAL CO	GCC AC ROOF ECONOMIZER/AC CHECK	\$	2,357.00
KERR KARALEE	MILEAGE REIMBURSEMENT	\$	89.01
HUTCHINS FIONNUALA	MILEAGE REIMBURSEMENT	\$	149.34
FINISH LINE AUTO WORKS	EXPLORER REPAIRS-COOLANT LEAK	\$	291.72
GRIMES CHAMBER & ECONOMIC	APR/MAY/JUN 2023 ALLOCATION	\$	52,508.00
DORSEY & WHITNEY LLP	URBAN RENEWAL PLAN AMENDMENT	\$	3,945.50
RODAN OFFICE CLEANING	JUNE JANITORIAL - LIBRARY	\$	630.00
HILLYARD	GCC CLEANING SUPPLIES	\$	3,495.91
IOWA FINANCE AUTHORITY	WATER AND SEWER BOND PAYMENTS	\$	2,216,116.87
INTEGRATEDPRINT SOLUTIONS	A/P CHECKS	\$	321.62
IOWA ONE CALL	JANUARY 2023 LOCATES	\$	277.20
LEAF	COPIER CONTRACT - DS	\$	333.95
WOODKE MARCIA	GFOA CONFERENCE EXPENSES	\$	189.00
LAKESHORE LEARNING	LIBRARY - PRESCHOOL PROGRAM	\$	402.92
MAIL SERVICES	UB MONTHLY REMINDERS	\$	3,124.52
MEDIACOM	PW INTERNET AND TV	\$	332.80
METRO WASTE AUTHORITY	PARKS - ROLLOFF SERVICES	\$	188.36
MIDAMERICAN ENERGY	ELECTRIC	\$	50,893.60
MOBILE BEACON	MOBILE HOTSPOT RENEWAL	\$	2,520.00
MTI DISTRIBUTING INC.	SPRINKLER HEADS	\$	686.40
OFFICE DEPOT	HR/CH AND PARKS OFFICE SUPPLIES	\$	498.15
PETTY CASH	LIBRARY-POSTAGE/GECKO SUPPLIES	\$	347.16
PETERSON PEST & TERMITE	LIBRARY PEST CONTROL	\$	35.00
POLK CO RECORDER	LEGAL PUBLICATIONS	\$	672.00
RACOM CORPORATION	FD - EDACS ACCESS	\$	709.78
SPRAYER SPECIALTIES	6 FOOT CABLE SPRAYER	\$	872.66
VERIZON WIRELESS	PHONES	\$	365.10
BRAVO GREATER DES MOINES	28E Quarterly Contribution	\$	4,619.37
CENTURY LINK	PHONE	\$	118.54
EFTPS	FED/FICA TAX	\$	57,835.91
KANOPY INC	LIBRARY MATERIALS	\$	22.00
ZIMCO	GREEN ACTIVATOR JET SPRAY	\$	1,704.00

UMB BANK, N.A.	GO BOND PAYMENTS	\$	684,075.00
MENARDS	FD STATION SUPPLIES	\$	633.79
MI-FIBER, LLC	INTERNET	\$	14.00
VOYA	DEFER COMP PRE	\$	2,976.92
AIG	DEFER COMP ROTH	\$	822.50
HORACE MANN	DEFER COMP ROTH	\$	325.00
MASSMUTUAL	DEFER COMP PRE	\$	2,158.00
LUMEN CENTURY LINK	PHONES	\$	557.04
MICROMARKETING LLC	LIBRARY MATERIALS	\$	159.63
PER MAR SECURITY SERVICES	GCC SECURITY JUNE 2023	\$	204.72
EBS	INS- PRE-TAX	\$	3,610.79
VICTORY MOUNDS	PORTABLE PITCHING MOUNDS	\$	72,780.00
BAKER GROUP	ACCESS CONTROL SYSTEM	\$	15,000.00
INTERSTATE POWER SYSTEMS	REPAIR RESCUE ENGINE TRANSMISSION	\$	654.52
CITY OF GRIMES FLEX	EMPLOYEE FLEX	\$	3,015.22
LEARNING POST	LIBRARY - BOARD GAME CONNECTION	\$	215.00
HEARTLAND BUSINESS	VEEAM OFFICE 365 BACKUP	\$	2,907.00
IOWA POND GUY LLC	FOUNTAIN CHECKUP MAY-OCTOBER	\$	200.00
CITY OF GRIMES HSA	HSA DEDUCTION	\$	453.84
SPORTS FACILITIES DEVELOP	GRIMESPLEX SERVICES	\$	58,666.00
AMAZON	LIBRARY/PARKS/DS SUPPLIES	\$	2,531.06
ARAMARK	GCC RUG RENTAL	\$	163.18
RINGCENTRAL, INC.	CITY PHONE SERVICES	\$	1,949.97
US CELLULAR	LIBRARY HOT SPOTS	\$	725.80
MIDWEST TURF SUPPORT LLC	TURF CHEMICALS	\$	2,482.50
PLAYAWAY PRODUCTS	LIBRARY MATERIALS	\$	281.20
SCHWERDTFEGER JANA	MILEAGE REIMBURSEMENT	\$	26.20
TMC FURNITURE IINC	LIBRARY FURNISHINGS	\$	3,526.88
NICHE ACADEMY	LIBRARY ANNUAL SUBSCRIPTION	\$	2,500.00
DEPOSIT REFUNDS	REFUND DATE 05/30/2023	\$	1,270.44
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	\$	169,696.06
	CLAIMS TOTAL	\$	3,468,529.65
	GENERAL FUND	\$	281,005.43
	LIBRARY FUND	\$	31,565.59
	ROAD USE TAX FUND	\$	12,233.58
	EMPLOYEE BENEFITS FUND	\$	70.00
	HOTEL/MOTEL/ECON DEV FUND	\$	4,619.37
	RESTRICTED GIFTS FUND	\$	4,781.57
	DEBT SERVICE FUND	\$	684,075.00
	19TH ST SEWER EXTENSION FUND	\$	3,500.00
	GRIMESPLEX FUND	\$	131,446.00
	BLDG ACCESS CONTROL PROJ FUND	\$	15,000.00
	WATER PRODUCTION PROJECTS FUND	\$	10,500.00
	WATER FUND	\$	34,656.66
	WATER DEPOSITS FUND	\$	1,177.31
	WATER SINKING FUND	\$	1,771,006.46

SEWER FUND	\$ 31,739.23
SEWER SINKING FUND	\$ 445,110.41
STORM WATER FUND	\$ 6,043.04
	<u>\$ 3,468,529.65</u>

GRIMES RESOLUTION 06-0323

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

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

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

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

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

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

PASSED AND APPROVED THIS 6th DAY OF JUNE 2023.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

✓ C-0
C-M

COMMERCIAL APPRAISERS OF IOWA, INC.

Real Estate Valuation & Consulting

Patrick J. Schulte, MAI
Russ G. Manternach, MAI

Karen C. Olson, MAI
David J. Fuglsang, MAI
Cole W. Manternach

May 16, 2023

20233765 AP

Mr. Alex Pfaltzgraff, AICP, CFM
Development Services Director
City of Grimes
410 SE Main Street, Suite 102
Grimes, IA 50111

PAID

**Re: NW County Line Road Water Main Improvement Project.
SE 19th Street Sanitary Sewer and Street Improvement Project.**

Appraisal of Hope K Farms, LLC Parcels 2 & 3, \$3,500.
Located at 23391 Y Avenue, Grimes, Iowa.

Appraisal of Noble/Bohrofen Parcels 4 & 5, \$3,500.
Located at 33931 230th Street, Grimes, Iowa.

Appraisal of Hope Timber, LLC Parcel 1, \$3,500.
Located along West First Street, Grimes, Iowa.

Appraisal of Parcel 12 (Horizon Advisors, LC) \$3,500.
Located along SW 19th Street, Grimes, Iowa.

Total Fee \$14,000.

374810 6411 3500.00

Due Upon Receipt
Tax I.D. # 42-1516283
File #6646/6622

331.815. 6411 3500.00

Please Return the Bottom Portion of this Invoice with Your Payment to:

COMMERCIAL APPRAISERS OF IOWA, INC.

Thank you.

**Re: NW County Line Road Water Main Improvement Project.
SE 19th Street Sanitary Sewer and Street Improvement Project.**

Total Fee \$14,000.

File #6646/6622

BAKER GROUP
1600 SE CORPORATE WOODS DRIVE
ANKENY, IA 50021-7501

515.262.4000

20233746 ROF



Invoice 245673

373.650.6505

Bill to: CITY OF GRIMES 1700 SE DESTINATION DR GRIMES, IA 50111	Job: 76.26799 CITY OF GRIMES ACCESS ROB FOX 410 SE MAIN STREET GRIMES, IA
--	---

PAID

Invoice #: 245673	Date: 05/23/23	Customer P.O. #: AUTH BY SCOTT MIKKELSEN
Payment Terms: DUE UPON RECEIPT	Salesperson: DOUGLAS WRUSCHILL	Special Requests: Email to customer
Customer Code: 12655		

Remarks: 76.26799

accounts payable@grimesiowa.gov

Quantity	Description	U/M	Unit Price	Extension
0.00	PROGRESS BILLING		0.00	15,000.00
Subtotal:				15,000.00
Total:				15,000.00

ACCESS CONTROL SYSTEM FOR THE CITY OF GRIMES BUILDINGS.
CURRENT AGREEMENT: \$144,754.00
PREVIOUSLY BILLED: \$75,000.00

* To pay with ACH or Wire, please send to Routing #: 073000642, Account #: 027383, Name: Baker Mechanical Inc.
Please send remittance advice to remittance@thebakergroup.com

Any balance unpaid for 30 days shall bear a FINANCE CHARGE computed by a "periodic rate" of 1.5% per month, which is an ANNUAL PERCENTAGE OF 18%.
To pay with MasterCard or Visa, please visit www.thebakergroup.com and click on the link 'Invoice Payment' near the bottom of the webpage. There is a 3% convenience fee for payment online using a credit card.

✓ C-0

Grimes Chamber & Economic Development

Suite 200
Grimes, IA 50111

Invoice

Date	Invoice #
6/1/2023	913

061.520.4413

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

Item	Description	Amount
Economic Development (...)	Economic Development Consulting Services (April, May, June 2023)	52,508.00
Total		\$52,508.00
Balance Due		\$52,508.00

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

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



P A I D

INVOICE

202 33490645

367470 6490

BILL TO

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

INVOICE # 11687

DATE 05/01/2023

DUE DATE 05/01/2023

TERMS Due on receipt

CLIENT NUMBER

21095

ACTIVITY

QTY

RATE

AMOUNT

Services Agreement between Sports Facilities Development, LLC and
City of Grimes, IA signed July 12, 2022

\$440,000+Reimbursable Travel Expenses (if applicable)

Scope of Services:

Phase 1: Conceptual Design and Pre-Design Phase

Phase 2: Design

Phase 3: Procurement

Phase 4: Construction

Phase 5: Post Construction

Procurement/FF&E Services

Payment 11 of 15 (\$29,333) - Owner's Rep Services

1

29,333.00

29,333.00

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

BALANCE DUE

\$29,333.00

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



INVOICE

BILL TO

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

INVOICE # 11840

DATE 06/01/2023

DUE DATE 06/01/2023

TERMS Due on receipt

CLIENT NUMBER

21095

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

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

BALANCE DUE

\$29,333.00

VICTORY MOUNDS INC
6750 Westown Pkwy Ste 200-322
West Des Moines, IA 50266
515-238-3776
info@victorymounds.com
www.victorymounds.com

Handwritten signature

Reg# 2025788

5/24/23 pot# 20233749

367-470-6504



**VICTORY
MOUNDS**

FOR THE WIN

ADDRESS

Alex Miller
City of Grimes

SHIP TO

Alex Miller
City of Grimes

Estimate 1357

DATE 04/28/2023

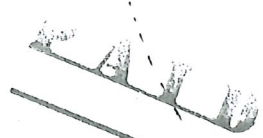
EXPIRATION DATE 05/05/2023

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

Handwritten signature

TOTAL

\$72,780.00

Accepted By

Accepted Date

CITY OF
GRIMES
CITY COUNCIL COMMUNICATION
Meeting Date: 06/06/2023

AGENDA ITEM: Resolution Approving Consent and Agreement for Improvements within overland flowage easement on Lot 7 of Willow Hills Plat 1 (2919 NW Brookside Drive).

BACKGROUND: The owner of 2919 NW Brookside 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 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 7 of Willow Hills Plat 1 (2919 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 APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 7 OF WILLOW HILLS PLAT 1
2919 NW BROOKSIDE DRIVE

WHEREAS, the owners of Lot 7 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 overland flowage easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the Consent and Agreement for Improvements within overland flowage easement (“Consent and Agreement”) regarding Lot 7, 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 6th day of June, 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 Sidik Becirovic (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 7 of Willow Hills Plat 1 (2919 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 overland flowage easement, dated August 24, 2021 recorded on September 16, 2021, in Book 18754, Page 616, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.
3. **IMPROVEMENTS.** The Property Owners desire to install a fence on the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the "Improvement"), which encroaches into the Easement Area, and the City has agreed to consent to the installation of the Improvement within the Easement Area, subject to the conditions set forth in this Agreement.
4. **CITY CONSENT TO INSTALLATION OF IMPROVEMENTS.** The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the Improvement such that the Improvement does not impede the use and enjoyment of the Easement Area by the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall

obtain all necessary licenses and approvals for the installation of the Improvement pursuant to City Ordinances.

5. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the Improvement, the City's duty of restoration for the Easement Area shall be limited to grading and one seeding grass. In no event shall the City shall be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area, as the result of any activity, including, but not limited to, damage or destruction of the Property Owners' improvement by the City, City Employees, or City Contractors in connection with work in the Easement Area. Except as a result of the gross negligence or intentional misconduct of the City or City Employees, the Property Owners shall indemnify, defend and hold harmless the City from and against any loss or damage to the Property or liability from any claim by the Property Owners or any third party by reason of the construction, installation, use or maintenance of the Improvements.
6. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.
7. TERMINATION. If the Improvement is destroyed or removed and not replaced with an identical structure to the one defined by Exhibit A within three months, or if the Improvement is replaced with a different structure which is not authorized by the City, this Agreement shall automatically terminate, and the City may file notice of the termination in the records of the Office of the County Recorder. Failure by the City to file such notice shall not be interpreted as approval or further consent by the City and shall not impact the validity of the termination.
8. RUNS WITH THE LAND. This Agreement shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.
9. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

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

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

Signed this 22 day of MAY, 2023

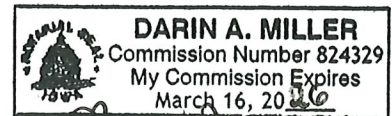
PROPERTY OWNERS



Sidik Becirovic

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 22ND day of MAY, 2023 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Sidik Becirovic, 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.



Notary Public in and for the
State of Iowa

My Commission expires 3/16/2026

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4' ornamental fence has been proposed to be constructed in an overland flowage easement on Lot 7 of Willow Hills Plat 1 (2919 NW Brookside Drive) in accordance to permit number FN-23-049.

CITY COUNCIL COMMUNICATION
Meeting Date: 06/06/2023

AGENDA ITEM: Resolution Approving Consent and Agreement for Improvements within overland flowage easement on Lot 7 of Kennybrook South Plat 1 (1213 SW 7th Street).

BACKGROUND: The owner of 1213 SW 7th Street has requested approval to install a fence within the overland flowage easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain 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 7 of Kennybrook South Plat 1 (1213 SW 7th Street).

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 APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE
EASEMENT FOR
LOT 7 OF KENNYBROOK SOUTH PLAT 1
1213 SW 7TH STREET

WHEREAS, the owners of Lot 7 in Kennybrook South Plat 1 in the City of Grimes, Iowa (the “Property”) have submitted to the City of Grimes a Consent and Agreement for Improvements within overland flowage easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the Consent and Agreement for Improvements within overland flowage easement (“Consent and Agreement”) regarding Lot 7, Kennybrook South 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 6th day of June 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
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 Richard VanDyke and Nancy VanDyke, a married couple (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

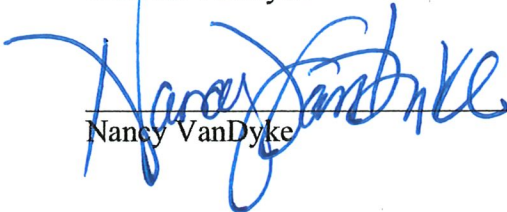
1. **PROPERTY DESCRIPTION.** Property Owners own that property legally described as:

Lot 7 of Kennybrook South Plat 1 (1213 SW 7th Street), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").
2. **EXISTING EASEMENT.** Richard VanDyke and Nancy VanDyke or Property Owner's predecessor in title, granted that certain overland flowage easement, dated March 8, 2016, recorded on March 29, 2016, in Book 15939, Page 497, 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

Signed this 25th day of May, 2023

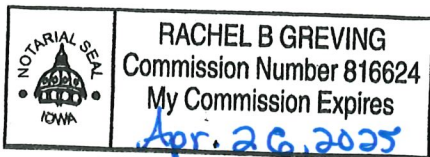
PROPERTY OWNERS

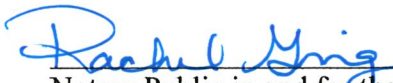

Richard VanDyke


Nancy VanDyke

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 25th day of May, 2023 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Richard VanDyke, 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.

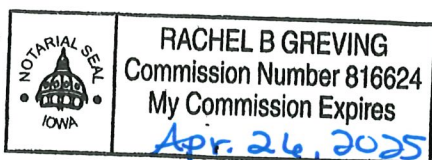



Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2025

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 25th day of May, 2023 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Nancy VanDyke, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.




Notary Public in and for the
State of Iowa

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 6th day of June 2023 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. 06-0523 adopted by the City Council, under Roll Call of the City Council on the 6th day of June, 2023, 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 7 of Kennybrook South Plat 1 (1213 SW 7th Street) in accordance to permit number FN-23-051.

EXHIBIT A

EASEMENT AREA

A 4' black chain-link fence has been proposed to be constructed in an overland flowage easement on Lot 7 of Kennybrook South Plat 1 (1213 SW 7th Street) in accordance to permit number FN-23-051.

Resolution 06-0623

for Granting Fireworks Permit to Cutty's Des Moines Camping Club, Inc.

WHEREAS, J and M Displays is requesting a fireworks permit for the Cutty's Des Moines Camping Club, Inc. fireworks display scheduled for Saturday, July 1, 2023, and Saturday, September 23, 2023, at 2500 SE 37th Street, Grimes, Iowa; and

WHEREAS, the July 1st display is planned to commence at approximately 10:00 PM, and the September 23rd display is planned to commence at approximately 8:00 PM; and

WHEREAS, Cutty's Des Moines Camping Club, Inc. has provided the necessary device lists and insurance coverage for the fireworks displays, with the September 23rd display which is anticipated to be a smaller version of the July 1st show; and

WHEREAS, no overnight storage is required, and the delivery of fireworks will be conducted on the day of the show by a vehicle fully compliant with the regulations set forth by the Department of Transportation (DOT), including an authorized emergency response number, \$10,000,000 transportation insurance, a hazmat trained Commercial Driver's License (CDL) driver, and an inspected and placarded vehicle; and

WHEREAS, in compliance with Federal regulations, Cutty's Des Moines Camping Club, Inc. has submitted information on all of their shooters to the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) for the issuance of a Letter of Clearance; and

WHEREAS, the request for permit has been reviewed and approved by the City of Grimes Fire Marshall:

WHEREAS, J & M Displays, Inc. shall adhere to all applicable laws, regulations, and safety protocols pertaining to the transport, use, permitting, and storage of fireworks, ensuring the safety of the attendees and the surrounding environment: and

WHEREAS, J & M Displays, Inc. shall provide any additional information or documentation as requested by the City of Grimes to ensure compliance with all applicable regulations. The City of Grimes shall have the authority to monitor the fireworks displays and enforce compliance with the terms and conditions outlined in this resolution: and

WHEREAS, J & M Displays, Inc. shall cooperate fully with the City of Grimes and provide assistance in addressing any concerns or inquiries related to the safe transport, use, permitting, storage, or any other matters regarding the fireworks displays.

NOW, THEREFORE, BE IT RESOLVED THAT: J & M Display, Inc. is granted a fireworks permit for July 1, 2023 and September 23, 2023 at the designated times listed.

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

PASSED AND APPROVED this 6th day of June 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



JOHNSTON-GRIMES METROPOLITAN FIRE DEPARTMENT

Department of Fire Prevention

6373 Merle Hay Rd., Johnston, IA 50131, 515-251-7692

Memorandum

To: Rochelle Williams, City Clerk

CC: Jim Clark, Fire Chief

From: Craig Ver Huel, Fire Marshal

Date: 5/22/2023

Re: Cutty's Campground Fireworks Displays

Upon review of the documents submitted for fireworks displays planned for July 1, 2023 and September 23, 2023 for Cutty's Campground located at 2500 SE 37th St., Grimes, Iowa 50111, the fire department has no concerns in approving the request to move forward with approving the displays.



DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Martinsburg, WV 25405

February 2, 2023

J & M DISPLAYS INC
18064 170TH AVENUE
YARMOUTH, IA 52660-9772

901090: MH/SJI
5400
File Number: 5-IA-00059

Premises Address: 18064 170TH AVENUE YARMOUTH, IA 52660-9772

Dear Sir/Madam:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

Please direct questions or concerns regarding this letter to Joie Inman at 304-616-4442.

Sincerely,

Chief, Federal Explosives Licensing Center

ATF web address: www.atf.gov

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF ATF - Chief, FELC
Correspondence To 244 Needy Road
Martinsburg, WV 25405-9431

License/Permit
Number

5-IA-057-51-1K-00059

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

October 1, 2021

Name
J & M DISPLAYS INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**18064 170TH AVENUE
YARMOUTH, IA 52660-9772**

Type of License or Permit

51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

J & M DISPLAYS INC
18064 170TH AVENUE
YARMOUTH, IA 52660-9772

James J. Oetken
Licensee/Permittee Responsible Person Signature
James J. Oetken
Printed Name

C.E.O.
Position/Title
11-27-2018
Date

Previous Edition is Obsolete J & M DISPLAYS INC: 18064 170TH AVENUE: 52660-9772 5-IA-057-51-1K-00059 October 1, 2021: 51-IMPORTER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **J & M DISPLAYS INC**

Business Name:

License/Permit Number: **5-IA-057-51-1K-00059**

License/Permit Type: **51-IMPORTER OF EXPLOSIVES**

Expiration: **October 1, 2021**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

WARNINGS

1. As provided in Title XI of the Organized Crime Control Act of 1970 (U.S.C. § 842(i)), it is unlawful for any person who (1) is under indictment for, or has been convicted in any court of, a crime punishable by imprisonment for a term exceeding 1 year, (2) is a fugitive from justice, (3) is an unlawful user of, or addicted to any controlled substance (*as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)*), (4) has been adjudicated as a mental defective or has been committed to a mental institution, to ship, transport, or receive any explosive materials in interstate or foreign commerce, (5) is an alien, other than an alien who is lawfully admitted for permanent residence (*as that term is defined in section 101(a)(20) of the Immigration and Naturalization Act*), or meets any other exception under section 842(i)(5), (6) has been discharged from the armed forces under dishonorable conditions, or (7) having been a citizen of the United States, has renounced the citizenship of that person.
2. **Federal Regulation 27 CFR 555.53 - Licensees and permits issued under this part are not transferable to another person. In the event of the lease, sale, or other transfer of the business or operations covered by the license or permit, the successor must obtain the license or permit required by this part before commencing business or operations.**
3. **Alteration or Changes to the License or Permit. Alterations or changes in the original license or permit or in duplications thereof violates 18 U.S.C. 1001, an offense punishable by imprisonment for not more than 5 years and/or a fine of not more than \$250,000.**

NOTICES

1. Any change in trade name or control of this business or operations **MUST** be reported within 30 days of the change to the Chief, Federal Explosives Licensing Center (FELC), 244 Needy Road, Martinsburg, WV 25405-9431. (27 CFR 555.56-555.57). A licensee or permittee who reports a Change of Control must, upon expiration of the license or permit, file an ATF Form 5400.13/5400.16.
2. Under § 555.46, Renewal of License/Permit, if a licensee or permittee intends to continue the business or operations described on a license or permit issued under this part during any portion of the ensuing year, the licensee or permittee shall, unless otherwise notified in writing by the Chief, FELC, execute and file with ATF prior to the expiration of the license or permit an application for a license or permit renewal, ATF Form 5400.14/5400.15 Part III, in accordance with the instructions on the form, and the required fee. In the event the licensee or permittee does not timely file an ATF Form 5400.14/5400.15 Part III, the licensee or permittee must file an ATF Form 5400.13/5400.16 as required by § 555.45, and obtain the required license or permit before continuing business or operations. A renewal application will automatically be mailed by ATF to the "mailing address" on the license or permit approximately 60 days prior to the expiration date of the license or permit. If the application is not received 30 days prior to the expiration date, the licensee or permittee should contact the FELC.
Note: The user-limited permits are not renewable.
3. This license or permit is conditional upon compliance by you with the Clean Water Act (33 U.S.C. § 1341(a)).
4. **THIS LICENSE OR PERMIT MUST BE POSTED AND KEPT AVAILABLE FOR INSPECTION (27 CFR 555.101).**

ATF Form 5400.14/5400.15 Part I
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

(Continued from front)

Discontinuance of Business (27 CFR 555.61)(27 CFR 555.128). Where an explosives materials business or operations is succeeded by a new licensee or permittee, the records prescribed by this subpart shall appropriately reflect such facts and shall be delivered to the successor, or may be, within 30 days following business discontinuance, delivered to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located. Where discontinuance of the business is absolute, the records shall be delivered within 30 days following the business discontinuance to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located.

Explosive materials must be stored in conformance with requirements set forth in 27 CFR, Part 55. It is unlawful for any person to store any explosive materials in a manner not in conformity with these regulations.

**TO REPORT LOST OR STOLEN EXPLOSIVES, YOU MUST IMMEDIATELY NOTIFY ATF:
CALL TOLL FREE - (888) ATF-BOMB**

✂ Cut Here

Federal Explosives Licensing Center (FELC) 244 Needy Road Martinsburg, WV 25405-9431	Toll-free number: (877) 283-3352 Fax number: (304) 616-4401 E-mail: FELC@atf.gov
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ATF Hotline Numbers

Arson Hotline: 1-888-ATF-FIRE (1-888-283-3473)
Bomb Hotline: 1-888-ATF-BOMB (1-888-283-2662)
Report Illegal Firearms Activity: 1-800-ATF-GUNS (1-800-283-4867)
Firearms Theft Hotline: 1-888-930-9275
Report Stolen, Hijacked or Seized Cigarettes: 1-800-659-6242
Other Criminal Activity: 1-888-ATF-TIPS (1-888-283-8477)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2023

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 One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 E-MAIL ADDRESS:	FAX (A/C, No): 216-658-7101
INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Everest Denali Insurance Company	NAIC # 16044
	INSURER B: Axis Surplus Ins Company	26620
	INSURER C: Everest Indemnity Insurance Co.	10851
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 2011369196**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
C	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC			SI8ML00060-231	1/15/2023	1/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			SI8CA00033-231	1/15/2023	1/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			P-001-000063943-05	1/15/2023	1/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability #2			SI8EX01313-231	1/15/2023	1/15/2024	Each Occ/ Aggregate \$4,000,000 Total Limits \$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.

FIREWORKS DISPLAY DATES: JULY 1 AND SEPTEMBER 23, 2023

LOCATION OF EVENT: CAMPGROUND

ADD'L INSURED: THE CITY OF GRIMES, IOWA, ITS EMPLOYEES, VOLUNTEERS, OFFICERS, ELECTED OFFICIALS, PARTNERS, SUBSIDIARIES, DIVISIONS & AFFILIATES, EVENT SPONSORS & LANDOWNERS AS THEIR INTEREST MAY APPEAR IN RELATION TO THIS EVENT; CUTTY'S DES MOINES CAMPING CLUB (SPONSOR/LANDOWNER)

CERTIFICATE HOLDER**CANCELLATION**

Cutty's Des Moines Camping Club
2500 SE 37th Street, Unit A
Grimes IA 50111

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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ACORD 25 (2010/05)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



J&M Displays Proposal for: Cutty's Des Moines Camping Independence Day Celebration

Opening

Multi-shell Barrage Units

Quantity	Name	Rising Effect
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2	V shape candle bundle 300 shot - Assorted colors	
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Category Shell Count: 600

Ground Displays

Quantity	Name	Rising Effect
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1	U. S. Flag 5' by 8'	
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Category Shell Count: 0

Section Shell Count: 600

Main Event

1.75 inch Artillery Shells Class C

Quantity	Name	Rising Effect
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1	Crackle (60g canister shell) (6 per pkg)	
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Category Shell Count: 6

Candles

Quantity	Name	Rising Effect
----------	------	---------------

3	1.5" 8 BALL RED TO SILVER TO BLUE TAIL ROMAN CANDLE	
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Category Shell Count: 24

Multi-shell Barrage Units

Quantity	Name	Rising Effect
----------	------	---------------

1	Variety color with report finale 25 shot	
1	Silver Spinners to Red & Blue 49 shot	

Category Shell Count: 74

2.5 Inch Color Shells

Quantity	Name	Rising Effect
----------	------	---------------

1	Assortment G of 15 pairs (30 shells) J&M Brand Shells ELECTRIC FIRE	
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Category Shell Count: 30

3 Inch Salutes

Quantity	Name	Rising Effect
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5	Cylinder Salute 3" (made in USA)	
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Category Shell Count: 5



J&M Displays Proposal for: Cutty's Des Moines Camping Independence Day Celebration

Main Event

3 Inch Color Shells

Quantity	Name	Rising Effect
2	3" GOLDEN CHRYS.	
2	3" Shell Pink	
2	3" YELLOW PEONY with palm pistil	
2	CHANSHAN SHELL - Mixed color peony	
2	3" Shell Sea Blue crossette	
1	3" Shell Silver Crown	
2	Red to blue jelly fish	
1	Willow to multi-color swimming star	
1	Assortment Y of 10 pairs of 3" J&M shells ELECTRIC FIRE (Low fallout)	
1	3" ASSORTED SHELLS W/TAI - C	

Category Shell Count: 106

3 Inch Special Effect Shells

Quantity	Name	Rising Effect
3	Heart pattern to crackle	
1	Tourbillion with reports with red and blue Stars	

Category Shell Count: 4

Section Shell Count: 249

Finales

Multi-shell Barrage Units

Quantity	Name	Rising Effect
1	100'S NEW COLOR TAIL TO HAPPY STARS&CRACKLING FLOWER TAIL TO PURPLE ,GREEN,YELLOW MIX PEONY & BROCADE CROSSETTE	

Category Shell Count: 100

Section Shell Count: 100

Miscellaneous

Ignition Items

Quantity	Name	Rising Effect
60	Igniter 2 meter leads	
107	MJG 10' (non-regulated ATF) Igniters with 10' leads (FWI 10 - 30 per box)	

Category Shell Count: 0

Section Shell Count: 0

8% Free for Early Payment

Multi-shell Barrage Units

Quantity	Name	Rising Effect
1	Green comets to Green Strobe Willow with Purple 49 shot	

Category Shell Count: 49



J&M Displays Proposal for: Cutty's Des Moines Camping Independence Day Celebration

8% Free for Early Payment

3 Inch Color Shells

Quantity	Name	Rising Effect
1	3" Brocade Crown crossette	
2	Six Angle brocade crown	

Category Shell Count: 3

Section Shell Count: 52

15% Free for Loyalty Program

Multi-shell Barrage Units

Quantity	Name	Rising Effect
1	Colorful comets whistles to crackling with crackling finale 100 shot	

Category Shell Count: 100

1.4G Multi-shell Barrage Units

Quantity	Name	Rising Effect
1	Pink Peony W/White Glitter ELECTRIC FIRE ONLY	
1	Gold Brocade Kamuro	
1	Green Strobe Peony	
1	Orange Peony W/White Glitter	

Category Shell Count: 144

Section Shell Count: 244

Free for Customer Satisfaction

3 Inch Color Shells

Quantity	Name	Rising Effect
1	Crackling coconut	

Category Shell Count: 1

3 Inch Special Effect Shells

Quantity	Name	Rising Effect
1	Blue to red ghost peony	

Category Shell Count: 1

Section Shell Count: 2



J&M Displays Proposal for: Cutty's Des Moines Camping Independence Day Celebration

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Total Price of Show: [REDACTED]

Total Shot Count: 1247

Packing Check: 214

Date of Display: 07/01/23

Customer Number: 10460

Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.

Cutty's DM
210 ft set back shown

Legend

Cutty's Camp Ground

es Moines Camping Club

Google Earth



200 ft



**CITY OF
GRIMES**
CITY COUNCIL COMMUNICATION
Meeting Date: 06/6/23

AGENDA ITEM: Stratus Cleaning Service

BACKGROUND: In early April 2023, the City of Grimes sent out a request for proposal to perform cleaning services at the Grimes Community Complex. After receiving multiple proposals, City staff reviewed the bids and recommends awarding the contract to Stratus Building Solutions

With over 400 clients in Iowa, Stratus is one of Central Iowa's leading providers of commercial cleaning services. Services performed at the Grimes Community Complex will include sweeping, vacuuming, mopping, trash removal and restroom cleaning.

BUDGETARY CONSIDERATIONS: The yearly total for cleaning services at the Grimes Community Complex is \$29,881.92. Funding for this service will come from the Grimes Community Complex Janitorial line.

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): None

STAFF RECOMMENDATION: Staff recommends approval by the City Council.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Tim Smith

Recreation Manager

tsmith@grimesiowa.gov

Prepared by: Brian Becker

Return to: Brian Becker

RESOLUTION APPROVING THE AGREEMENT FOR CLEANING SERVICES AT
GRIMES COMMUNITY COMPLEX

Grimes Resolution No. 06-0723

WHEREAS, the City of Grimes Parks and Recreation Department (Grimes) posted a public request for proposal and received bids to perform cleaning services at the Grimes Community Complex; and

WHEREAS, the cleaning service vendor Stratus (Vendor) has been selected through a staff review of the bids received; and

WHEREAS, the Vendor has proposed the attached Statement of Work (SOW) and compensation to be paid by Grimes for their cleaning services at Grimes Community Complex; and

WHEREAS, the cleaning services are provided by Stratus, (1001 office Park Rd. Suite 201, West Des Moines, Iowa 50265) 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 Stratus 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 6th day of June 2023, and approved by the Mayor on the 6th day of June, 2023.

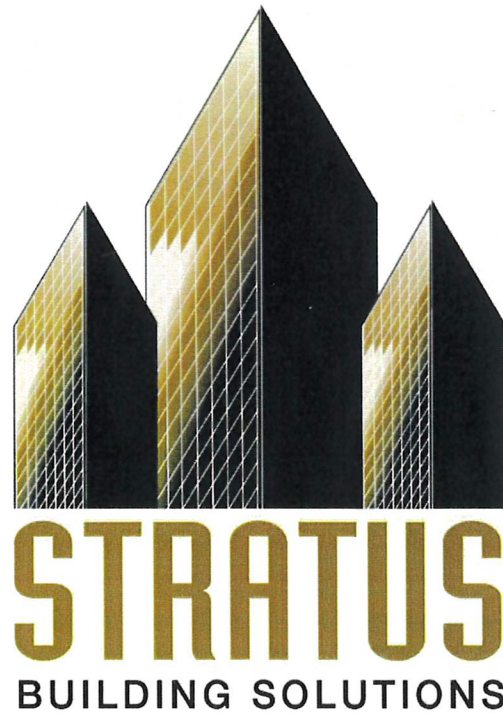
Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

Prepared for:

Grimes Community Complex



Cleaning for the Environment

Environmental leadership is one of Stratus Building Solutions' strategic business objectives. Responsibly cleaning for our customers' health and the environment is a crucial part of Stratus Building Solutions' Environmental Leadership Program.

- Stratus exclusively uses Green Seal Certified products
- Exclusive use of micro fiber cloths reduces chemical usage by 50%
- Allergen micro filtered vacuums makes your facility virtually allergy free

Stratus is committed to maintaining our environmental leadership in everything we do, from conservation to cleaning and recycling. We believe strongly that good environmental practice makes good business sense.



Stratus Green Clean

STRATUS LABEL CHEMICALS

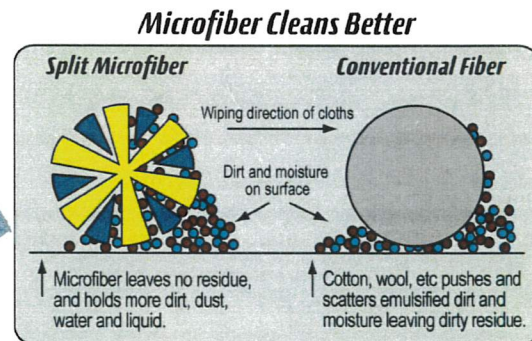


These products are included free of charge!

- ❖ Improve customer satisfaction
- ❖ Improve productivity
- ❖ Meet and exceed state standards for V.O.C. compliance
- ❖ Improve the indoor air quality and quality of the indoor “built environment”
- ❖ Reduce environmental & health risks associated with cleaning products



Microfiber Green Cleaning For Health

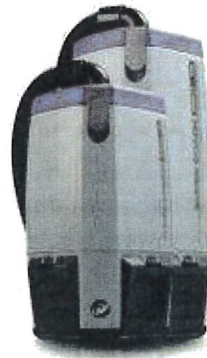
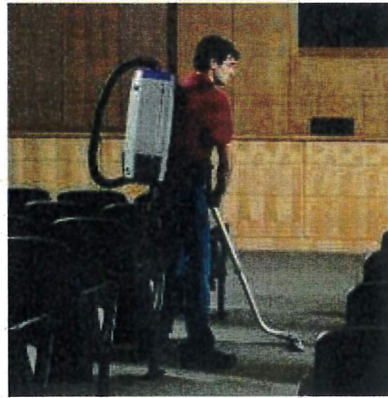


WHAT MAKES MICROFIBER GREEN

- Contributes to better indoor air quality with superior dust and dirt containment
- Source reduction—use less water and chemicals
- Lasts longer than conventional products



Pro-Team Green Cleaning For Health



The combination of Micro filters and Micro-Tex filters removes hair, pollen, dust, molds, and most bacteria particles down to 1 micron at **98.1% efficiency**

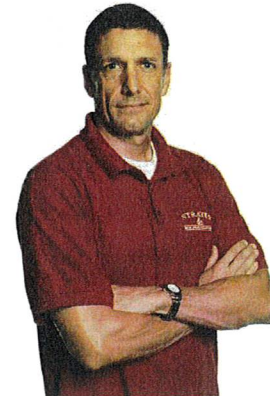


Professionalism and Quality

Is vital to achieve our ambitiously high standards
 and meticulous attention to detail...

Stratus insists on –

- Professionally trained staff
- Fully supervised work
- Consistent quality audits
- Close teamwork between operatives, regional office and you
- Uniformed staff
- ID badges carried by all staff



Lobby	Common Areas
High / Low Dusting ★★★★★	High / Low Dusting ★★★★★
Horizontal Surfaces ★★★★★	Horizontal Surfaces ★★★★★
Furnishings ★★★★★	Furnishings ★★★★★
Phones ★★★★★	Phones ★★★★★
Walls / Partitions ★★★★★	Walls / Partitions ★★★★★
Glass / Mirrors ★★★★★	Glass / Mirrors ★★★★★
Carpet ★★★★★	Carpet ★★★★★
Tile Floor ★★★★★	Tile Floor ★★★★★
Corners / Edges ★★★★★	Corners / Edges ★★★★★
Offices	Restrooms
High / Low Dusting ★★★★★	High / Low Dusting ★★★★★
Horizontal Surfaces ★★★★★	Horizontal Surfaces ★★★★★
Furnishings ★★★★★	Furnishings ★★★★★
Phones ★★★★★	Phones ★★★★★
Walls / Partitions ★★★★★	Walls / Partitions ★★★★★
Glass / Mirrors ★★★★★	Glass / Mirrors ★★★★★

Reliability

Is imperative to achieve our 100% customer
 satisfaction pledge

- Prompt service
- Fully trained and experienced staff
- Ample resources to tackle each job



1001 Office Park Rd Suit 201
West Des Moines, IA 50265
515 – 222 – 3135

Our Agreement Current Service

Both Stratus and **Grimes Community Complex** agree to all terms, conditions, cleaning schedule and pricing as outlined in this agreement. Stratus will provide all the necessary cleaning chemicals and equipment. Client will provide all paper products, hand soap and replacement liners for trash receptacles.

Service provided:

4 x Week service

Monthly Janitorial Billing: \$ **2,490.16**

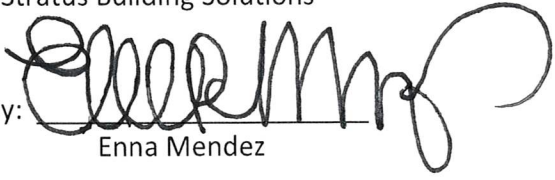
****Note/Payment Option: This pricing includes a 5% discount for payments received by check or ACH. All other forms of payments such as credit cards will be billed at an additional 5% per month.**

Service Address: 410 SE Main Street, Grimes IA 50111

Client: Grimes City Hall

Stratus Building Solutions

By: _____
Grimes City Hall

By: _____
Enna Mendez

Title: _____

Title: Regional Vice President

Date: _____

Date: 06/01/2023

Approximate Start Date: _____

This proposal assumes that if it is granted, all parties will work together to maintain a mutually agreeable cleaning solution. We reserve the right to withdraw this proposal if it is not accepted within 30 days

GENERAL CLEANING

Director's Office, Manager's Office, City of Grimes offices & cubicle area, Meeting room

	FREQUENCY
Dust Clear desk and wipe down prints and beverage rings	Every Clean
Dust Cabinets and dividers	1 x Week
Dust picture frames & wall ornaments	1 x Month
Empty all wastepaper receptacles and replace liner as needed	Every Clean
Dust windowsills	1x Month
Edge carpets	1x Week
Dust ceiling vents and remove cobwebs	1x Month

Banquet Hall, Rental Rooms

	FREQUENCY
Disinfect Tables and counters	Every Clean
Vacuum all carpeted areas.	Every Clean
Thoroughly mop all hard surface floors.	Every Clean

Development Services Offices

	FREQUENCY
Vacuum all carpet areas	Every Clean
Empty all trash containers	Every Clean
Dust all fixtures, appliances & cabinets	Every Clean

Locker Room

	FREQUENCY
Clean & disinfect locker room showers	1x Month
Clean Mirrors	1x Month
Clean & disinfect fixtures	1x Month
Clean & disinfect hand sinks	1x Month
Clean & disinfect urinals & toilets	1x Month
Refill Paper / soap/ sanitary dispensers	1x Month
Empty trash & sanitary waste	1x Month
Polish towel / sanitary / dispenser & receptacles	1x Month
Mop hard surfaces floors	1x Month
Dust ceiling vent & lighting	1x Month
De-lime sinks, urinals, toilets	1x Month
Scrub & clean hard surface base boards	1x Month

Gymnasium. Stage

	FREQUENCY
Dry sweep gym floors, stage, bleachers	Every Clean
Machine scrub main gym floors	Every Clean
Pick up obvious trash	Every Clean
Wet mop Bleachers	Every Clean

Restrooms

	FREQUENCY
Clean & disinfect locker room showers	1 x Month
Clean mirrors	Every Clean
Clean & disinfect fixtures	Every Clean
Clean & disinfect hand sinks	Every Clean
Clean & disinfect urinals & toilets	Every Clean
Refill paper / soap/ sanitary dispensers	Every Clean
Empty trash & sanitary waste	Every Clean
Polish towel/ sanitary/ dispenser & receptacles	Every Clean
Mop hard surfaces floors	Every Clean
Dust ceiling vent & lighting	1 x Week
De-Lime sinks, urinal, toilets	1 x Week
Scrub & clean hard surfaces baseboards	1 x Week

Kitchen, Cafeteria

	FREQUENCY
Dry sweep and mop floors	1 x Week
Wipe down tables	1 x Week
Pick up trash	1 x Week

Batting Cage & Fitness Room

	FREQUENCY
Sweep & mop Fitness room floors only	Every Clean
Pick up obvious trash and empty, vacuum cage	Every Clean

Hallways

	FREQUENCY
Sweep & Machine scrub floors	Every Clean
Dust any ceiling or corner cobwebs	1 x Month
Clean / disinfect drinking fountains	Every Clean
Edge carpets & doorways	Every Clean
Dust door frames in & out	Every Clean
Clean baseboards	Every Clean
Clean ceiling vents	1 x Month

Entrance Areas

	FREQUENCY
Vacuum carpet/ mats/ runners	Every Clean
Mop hard surface floors	Every Clean
Clean entrance glass	Every Clean
Remove cobwebs	1 x Week
Dust windowsills	1 x Week

Terms & Conditions

This Agreement, dated [REDACTED] is made between Stratus Building Solutions ("STRATUS") and **Grimes Community Complex** ("CLIENT"). Both STRATUS and CLIENT agree that STRATUS will begin service on under the following terms and conditions.

1. CLIENT agrees to contract STRATUS to perform cleaning services according to the attached cleaning schedule. This agreement is for twelve consecutive months without interruption. Contract will commence on the latter of the dates between the one designated on the signature page and the actual date services begin.
2. This business contract agreement is obtained by STRATUS for the business benefit of a STRATUS Franchisee who hereby agrees to comply with the terms and conditions of this agreement. The Franchisee selected to service this CLIENT will be introduced prior to the start date of service.
3. The STRATUS Franchisee has successfully completed the STRATUS training program and carries all required certifications and insurance. The insurance carried by the franchisee names the CLIENT as additionally insured.
4. Six nationally recognized holidays have been taken into consideration during the calculation of this proposal. These include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If work is performed on these days, additional charges may apply.
5. STRATUS will invoice CLIENT on the first day of each month, and CLIENT agrees to pay STRATUS the amount that is due and owed under the terms of this contract by the 30th of the month. Late payments will incur service and finance charges applicable by state and federal law. In the event of default on payment, CLIENT agrees to pay STRATUS' costs for collection and/or attorney fee.
6. Client can terminate services without cause with a (30) thirty day written notice.
7. CLIENT agrees that during the term of this agreement and within ninety (90) days after termination of this agreement, CLIENT will not employ directly or indirectly any employees, agent representatives or franchisees of STRATUS.
8. This agreement is for a term of one (1) year, and shall automatically renew on the anniversary date, with the same terms and conditions, unless either party shall give written notice of termination at least sixty (60) days, but no more than ninety (90) days prior to said anniversary date.
9. Subsequent to the first anniversary of the contract, the price of the contract may be increased commensurately with any federal or state mandated minimum wage increase. Your STRATUS franchisee and regional office will notify CLIENT of any increase at least 30 days prior to said increase.



*101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

For Meeting of June 6, 2023

AGENDA HEADING: Resolution Approving Farm Tenant Crop Loss Agreement – Christensen

SYNOPSIS: With the development of the plans for WRA Connector Project, it was determined that certain easements were necessary to construct the project. Those easements have been acquired; however, the seasonal crops were already planted prior to the acquisition. The purchase agreement identified that the City would reimburse the tenant for these crop losses.

As such, staff has prepared a Farm Tenant Crop Loss Agreement with Mike Christensen who is the tenant farmer for the properties.

FISCAL IMPACT:

Total Cost = \$16,500

PREVIOUS COUNCIL ACTION(S):

Approve Purchase Agreement – Hope Urfer Cideal

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. 06-1323

RESOLUTION APPROVING FARM TENANT CROP LOSS AGREEMENT AND PARTIAL
TERMINATION OF LEASE

WHEREAS, the City of Grimes has developed and approved plans to construct the WRA Sewer Connector Improvements (the “Project”); and

WHEREAS, the City of Grimes has approved a Real Estate Purchase Agreement (the “Offer”), to the property owner (the “Owner”) to purchase certain easements (the “Easements”); and

WHEREAS, the Offer included provisions to reimburse any tenant farmer (the “Tenant”) for the loss of crops within the acquired easements.

WHEREAS, a Farm Tenant Crop Loss Agreement (the “Agreement”) has been prepared and the Tenant has reviewed and executed the Agreement.

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

That, the Farm Tenant Crop Loss Agreement is approved by the Grimes City Council, and the Mayor is authorized to execute, on behalf of the City of Grimes, such documents as are necessary and appropriate to effectuate the terms pursuant to the Agreement.

PASSED AND APPROVED this 6th day of June 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

FARM TENANT CROP LOSS AGREEMENT

This FARM TENANT CROP LOSS AGREEMENT (this "Agreement") is made by and between the City of Grimes, Iowa, a municipal corporation (the "City"), and Mike Christensen (the "Tenant")

RECITALS

- A. In connection with the construction of public sanitary sewer improvements, the City acquired certain easement interest(s) in the real estate located in Dallas County more particularly depicted and described on the Acquisition Plat attached hereto as Exhibit A (the "Property"); and
- B. The City has executed a purchase agreement with the owner of said Property, in which Tenant has been identified as the farm tenant for the 2022 crop year pursuant to an oral farm tenancy agreement; and

NOW THEREFORE, in consideration of the Property and the mutual covenants and promises contained in this Agreement, the parties hereby agree as follows:

1. CROP DAMAGE PAYMENT. The City hereby agrees to pay \$16,500.00 to Tenant as compensation for damages to the growing crops located on the Property, for the 2022 crop year. The parties acknowledge and agree that the Crop Damage Payment contemplated in this Agreement fairly and reasonably calculates the amount of anticipated damages to Tenant as a result of the construction of the improvements.
2. INDEMNIFICATION. Tenant hereby releases and agrees to indemnify the City, its employees, agents, and contractors from all liability for disputes, claims, damages or causes of action related to or arising from the Lease, including the performance or non-performance of any of Tenant's obligations pursuant to its terms. Tenant will protect and defend the City, its employees, agents and contractors against all claims by the Property Owner, tenant suppliers and any other persons rendering services to the Tenant with respect to the above described property.
3. RENEGOTIATION. Pursuant to Iowa Code Section 6B.52, the City hereby gives notice to Tenant that Tenant has a right to renegotiate construction or maintenance damages which are not apparent as of the date of this Agreement.
4. 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 Easement by the City Clerk.

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 16 day of May, 2023.

TENANT

[Signature]

STATE OF Iowa)
COUNTY OF Dallas) SS.

On this 16th day of May, 2023, before me, the undersigned, personally appeared Mike Christensen, known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Rachel Greving
Signature of Notary Public

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this _____ day of _____, 20__.

City Clerk of Grimes, Iowa

RESOLUTION NO. 06-1423

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 6th day of June 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk



**ALCOHOLIC BEVERAGE LICENSE
STAFF APPROVAL FORM**

Establishment Name: Grimes Liquor Shop

Establishment Address: 3600 SE Crossroads Drive

License Class: **X Class E Retail Alcohol License**

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

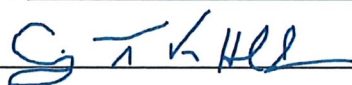
New X

Fire Department Approval

Fire Inspection Date: To be completed at time of CO

Approval: Yes ☒ No ☐

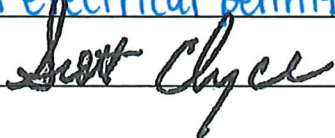
Reason for not approving: _____

Fire Marshal Signature: 

Building Department Approval

Approval: Yes ☒ No ☐

Reason for not approving: Need electrical permit and inspection

Building Official Signature: 

Planning Approval

Approval: Yes ☒ No ☐

Reason for not approving: _____

Planning Signature: 



Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
P&P LLC	GRIMES LIQUOR SHOP	(515) 441-4736		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
3600 Southeast Crossroads Drive		Grimes	Polk	50111
MAILING ADDRESS	CITY	STATE	ZIP	
3600 Southeast Crossroads Drive	Grimes	Iowa	50111	

Contact Person

NAME	PHONE	EMAIL
Purnima Khanal	(515) 441-4834	dkhanal003@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class E Retail Alcohol License	12 Month	Submitted to Local Authority
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
June 20, 2023	June 19, 2024		
SUB-PERMITS			
Class E Retail Alcohol License			
PRIVILEGES			



Status of Business

BUSINESS TYPE

Sole Proprietor

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Purnima Khanal	Des Moines	Iowa	50320	OWNER	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

CITY OF
GRIMES
CITY COUNCIL COMMUNICATION
Meeting Date: 06/6/2023

AGENDA ITEM: Approval of GrimesPlex Sponsorship Management Agreement.

BACKGROUND: The City of Grimes Parks and Recreation Department would like to enter into an Agreement with Choice Creative Solutions to sell sponsorship rights and advertising for the GrimesPlex. Proposals were received from Choice Creative Solutions (located in Johnston, Iowa) and Great Plains Sponsorship (located in Omaha, Nebraska) offering to provide these services.

Differences between the proposals are outlined below.

Fee

Great Plains Sponsorship (GPS): 17.5% commission on total gross sponsorship revenues

Choice Creative Solutions: 15% commission on total gross sponsorship revenues for longer than 36-month agreements
12.5% commission on total gross sponsorship revenues for less than 36-month agreements

Installation and service of onsite advertisements

GPS: No

Choice Creative: Yes

Length of agreement

GPS: 1 year

Choice Creative: 10 years

BUDGETARY CONSIDERATIONS:

Category	Available	Annual Price	Commission	Net Revenue
Venue Naming Rights	1	\$ 100,000.00	15%	\$ 85,000.00
Pod/Field Naming Rights	6	\$ 50,000.00	15%	\$255,000.00
Concessions	2	\$ 50,000.00	15%	\$ 85,000.00
Telecommunications	1	\$ 50,000.00	15%	\$ 42,500.00
Sports Therapy Sponsorship	2	\$ 25,000.00	15%	\$ 42,500.00
Restroom Sponsorship	2	\$ 25,000.00	15%	\$ 42,500.00
Minor Add Sales	20	\$ 1,000.00	50%	\$ 10,000.00
			Total	\$562,500.00

STRATEGIC PLANNING:

*Prioritized YES X

*High-Performing Organization/Exception Professional Services X

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

BOARD/COMMISSION ACTION(S): The Parks and Recreation Board at their regular meeting on May 24, 2023 recommended entering into the agreement with Choice Creative Solutions.

STAFF RECOMMENDATION:

Staff recommends approval to enter into a sponsorship agreement with Choice Creative Solutions

RESPONSIBLE STAFF/CONTACT INFORMATION:

Brian Becker: (515)986-2143

Prepared by: Brian Becker

Return to: Brian Becker

RESOLUTION APPROVING THE AGREEMENT FOR GRIMESPLEX SPONSORSHIP
MANAGEMENT SERVICES

Grimes Resolution No. 06-1123

WHEREAS, the City of Grimes Parks and Recreation Department (Grimes) has determined that engaging a third-party consultant to assess and secure additional funding and private revenue sources to the GrimesPlex is necessary; and

WHEREAS, after a thorough evaluation of two proposals, Choice Creative Solutions (Vendor) has been selected through a staff review process; and

WHEREAS, the attached agreement and compensation outline the terms and compensation to be paid to Grimes for the sponsorship management services related to the GrimesPlex; and

WHEREAS, the sponsorship management services are being procured from Choice Creative Solutions, (6163 NW 86th St Suite #101, Johnston, IA 50131) pursuant to the attached agreement; 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 agreement from Choice Creative Solutions 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 6th day of June 2023, and approved by the Mayor on the 6th day of June, 2023.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT ("Agreement") is made and entered as hereof this month of _____, day of _____, 2023 by and between **Choice Creative Solutions, 6163 NW 86th Street, Suite 101, Johnston, IA. 50131** ("Licensee or CCS") and the **City of Grimes, 101 NE Harvey Street, Grimes, IA. 50111**, ("Provider").

BACKGROUND

A. WHEREAS, Provider holds the exclusive marketing and sponsorship rights for the GrimesPlex located in Grimes, Iowa at 1000 NE Heritage Drive, Grimes, IA. 50111.

B. WHEREAS, Provider owns, manages and operates the facility currently known as GrimesPlex located at 1000 NE Heritage Drives, Grimes, IA. 50111.

C. WHEREAS, Provider desires to grant licensee the rights and privileges to seek out sponsorships and naming rights for sponsorships at the GrimesPlex located at 1000 NE Heritage Drive, Grimes, IA. 50111.

NOW, THEREFORE, in consideration of the foregoing Background and other valuable consideration, Licensee and Provider {each, a "Party" and together, the "Parties")} agree as follows:

1. Term of Agreement.

a. Initial Term. This Agreement shall begin as of the date it is last signed by the respective Parties and continue through December 31, 2033 (the "Initial Term"), unless extended or earlier terminated in accordance with the terms herein. Neither Party shall have any of the rights set forth in this Agreement after its expiration except for obligations which by their nature shall survive termination including Provider's payment obligations to Licensee under Paragraph 3 below.

b. Option to Extend. The Parties shall have the option to extend the initial Term of this Agreement (the "Option") for an additional ten (10) year period by mutual agreement by giving written notice to each other no less than one hundred and eighty (180) days prior to the expiration of the Initial Term.

2. Commission Terms to Licensee

a. Commissions will be paid to Licensee after \$250,000.00 in TOTAL signed, annualized contracts are originated and presented by Licensee and or Provider, and based on sponsorship revenues received once this contract threshold is reached. Commissions will be calculated as stated in Sections 2(b) to 2(d).

b. Commission rate is 15% of sponsorship revenue received for agreements of 36 months and longer in duration.

c. Commission rate is 12.5% of revenue received for agreements of less than 36 months in duration.

d. Licensee will also manage non-sponsorship signage advertising, including digital signage, outfield signage, and restroom signage at Grimes Plex. The commission rate for this type of non-sponsorship advertising signage is 50% of revenue received.

3. Licensee Services

a. Licensee will provide services under the terms of this Agreement that primarily include the marketing, selling and contracting of the GrimesPlex Sponsorships outlined in Exhibit A.

b. Licensee will manage design, production and installation of agreed to signage in cooperation with Provider and sign installation staff or sign contractor.

c. CCS will manage repair, production, and installation of agreed upon signage that may be damaged and or in need of replacement.

d. CCS will work with the City of Grimes to build a sponsor pitch deck, sponsorship webpage and video highlights that include traffic counts, anticipated events, website & social media opportunities as well as qualitative & quantitative benefits.

e. City of Grimes will make formal announcements of sponsorship partners that includes contact information and link that allow others to inquire about sponsorship opportunities with CCS.

f. CCS team will identify targeted list of potential sponsors and share with City of Grimes, to include current sports users' group of community and GrimesPlex.

g. CCS team will coordinate current/existing client events to announce partnership with City of Grimes and sponsorship opportunities available.

h. CCS team will hold events at/with City of Grimes for select community/local potential sponsors.

i. CCS will manage the negotiation process and relationships with sponsors throughout duration of the Agreement.

4. Payment Obligations of Provider

Provider will pay Licensee in the amounts due under the terms of the Agreement no later than thirty (30) days after the date of Invoice applicable to services provided under the terms of this Agreement.

a. Payment Structure. The Provider shall make all written checks payable to Choice Creative Solutions. Provider will not make payments utilizing any third-party payment processor (e.g., Pay Model, Pay Pal, Venmo etc.). All late payments shall incur a late payment fee of 2% per month (24% APR) or the highest rate allowed by law, whichever is less, together with all costs and expenses of collection including attorneys' fees and court costs. If any sales tax, use tax, gross receipts tax, service tax or other tax (other than Provider's income tax) is Imposed in connection with any Benefits or payment hereunder, then Provider will pay such tax on or before the due date hereof, and, if not otherwise paid, any unpaid amount thereof will be added to the payment for the period that includes such due date, and Licensee will pay such tax.

b. Licensee Mailing Contact Information

Dan Bertsch
515-334-8564
6163 NW 86th Street- Suite# 101
Johnston, IA 5013

5. Liability and Indemnification. Each Party agrees to Indemnify, defend and hold the other party, including its members, officers, directors, employees, and other agents, harmless from any and all liability (including, without limitation, reasonable attorney's fees, costs and expenses) resulting from or related to any claim, complaint and/or judgment for any negligent acts or any acts of intentional misconduct of the Indemnifying party. For the avoidance of doubt and clarification, Provider acknowledges and agrees that Licensee has no control over any of the athletic events in which a team participates or the athletic venues in which the event occurs beyond the provision of Benefits as provided for in this Agreement. Accordingly, Provider agrees that it has no right to bring a claim for indemnification against Licensee or a claim directly against Licensee arising out of or from any event of the GrimesPlex or occurring in or about the GrimesPlex venue beyond the provision of Benefits as provided for in this Agreement (each a "Sponsor Claim"). EXCEPT FOR LIABILITY ARISING UNDER THIS PARAGRAPH 6, IN NO CIRCUMSTANCE AND UNDER NO LEGAL THEORY (TORT, CONTRACT OR OTHERWISE) SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING ANY LOST PROFITS, LOSS OF USE, LOSS OF OPPORTUNITY OR ATTORNEY FEES) SUFFERED BY THE OTHER PARTY ARISING IN CONNECTION WITH THIS AGREEMENT. THE AGGREGATE LIABILITY, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE, UNDER WARRANTY, UNDER STATUTE OR OTHERWISE) OF THE PARTIES UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE SPONSORSHIP FEE.

6. Termination and Survivability.

a. Breach. In addition to all rights and remedies available under the law and this Agreement, each Party shall have the right but not the obligation to terminate the

Agreement if the other Party breaches any provision of this Agreement and such breach is not cured within ten (10) days after notice for a payment breach and thirty (30) days after notice for any other breach. In addition to all rights and remedies available under the law and this Agreement, each Party shall have the automatic right, but not the obligation, to terminate this Agreement in its entirety and without providing any cure opportunity by providing written notice to the other Party. In the event the other Party (i) fails to function as a going concern or to operate in the ordinary course of business; (ii) is dissolved or terminated; (iii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they come due.

b. Notice of Termination. Either Party has the right to terminate this Agreement without cause by giving 90 days written notice to the other party of its intent to withdraw from the Agreement. The Provider shall be liable to pay all sums due the Licensee for Sponsorship Benefits for contracts obtained by the Licensee pursuant to Sections 3 and 4 of this Agreement prior to the date of termination in the written notice.

7. Miscellaneous.

a. Notice. All notices hereunder must be in writing and shall be deemed to have been given when (1) delivered by hand (with written confirmation of receipt), (2) sent by facsimile (with written confirmation of receipt) (3) sent by certified mail, return receipt requested when received by the addressee; (4) sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses set forth on the signature page below (or to such other addresses as a signatory may designate by notice to the other signatories) or (5) when received by the addressee, if sent by e-mail to the appropriate e-mail address of the addressee.

b. Assignment. Neither the Provider or the Licensee shall have the right to transfer or assign its rights or obligations under this Agreement without the express prior written consent of the other. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns.

8. Treatment of Contract Terms. This Agreement and any exhibit attached to this Agreement constitutes and contains the entire agreement of the Parties relating to the subject matter hereof and supersedes any and all prior or contemporaneous written or oral understandings or agreements with respect thereto. No amendment to this Agreement shall be valid unless in writing signed by each of the Parties hereto. The failure of any Party to exercise any of its rights under this Agreement shall not be deemed a waiver of such right or any other rights. Licensee and Provider are independent contracting parties and nothing in this Agreement shall be deemed to create a partnership, joint venture or agency relationship between them nor does it grant either Party any authority to assume or create any obligation on behalf of or in the name of the other Party. The Parties have participated jointly in the negotiation and drafting of this Agreement and have had an opportunity to consult with legal counsel. In the event an ambiguity or question of intent or interpretation arises regarding this Agreement, this Agreement will be construed as if drafted jointly by

the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

THE PARTIES VERIFY THAT THEY HAVE READ THE PRECEDING AGREEMENT, UNDERSTAND IT TERMS, CERTIFY THAT IT CONTAINS THE PARTIES' ENTIRE AGREEMENT, AND REPRESENT THAT THEY HAVE AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THEIR RESPECTIVE PARTY.

Choice Creative Solutions.

By: _____

Jeff Klein

Title: Chief Executive Operator

Date: _____

5/31/23

City of Grimes

By: _____

Scott Mikkelsen, Mayor

Attest:

By: _____

Rochelle Williams, City Clerk

Date: _____

EXHIBIT A

BENEFITS

Grimes Plex Sponsorships

Venue Naming Rights (1):

- Minimum \$100,000 per year
- Total of minimum of \$1,000,000 over a ten (10) year term
- Sponsor's name will be placed on all GrimesPlex main signage, tickets and digital.
- Allows for access to private events at GrimesPlex.
- Digital marketing opportunities may be included
- Sponsor's name will appear on two (2) monument signs located at each entrance on Heritage Drive.
- Sponsor's name will appear on two (2) monument signs located at each facility entrance.
- Three (3) 6 x 20-foot banners will be displayed during tournaments along Heritage Drive.
- Provider to pay one-time installation fee for any sign brackets and any banner artwork will be paid by sponsor.
- Name and Logo of Sponsor will be included on tournament team communication materials, including tournament schedules.
- Name and Logo of Sponsor will be included on GrimesPlex website and all event marketing including but not limited to, league and tournament marketing.
- Sponsor naming rights would be granted for 10 years
- Sponsor would have first right of refusal on additional Venue naming rights
- Cost of production of signage and advertising to be paid for by sponsor
- Signage to be approved jointly by Licensee, Provider and Sponsor

POD/Field Naming Rights (6):

- Minimum \$50,000 per year
- Total of minimum of \$500,000 over a ten (10) year term
- Pod or field naming rights
- Two (2) pole banners on seven light poles
- Sidewalk name and logo placement along sides around Pod
- Naming rights would be granted for 10 years
- First right of refusal to additional POD or field naming rights
- Cost of production to be paid for by sponsor
- Signage to be approved jointly by Licensee, Provider and Sponsor

Sports Therapy/Medicine Sponsorship (2):

- Minimum \$25,000 per year
- Total minimum of \$250,000 over a ten (10) year term
- Name and Logo placement on one (1) Service building
- Exclusive rights to staff facility during events, tournaments and league games.
- Digital Marketing opportunities

- Naming rights would be granted for 10 years
- First right of refusal regarding addition service building naming rights
- Cost of production of signage to be paid for by sponsor
- Signage to be approved jointly by Licensee, Provider and Sponsor

Food/Concession Sponsorship (2):

- Minimum \$25,000 per year
- Total minimum of \$250,000 over a ten (10) year term
- Name and Logo placement on one (1) at the concession area
- Includes all food, beverage and alcoholic beverage sales and vendors
- Exclusive rights for specific categories as agreed upon with Sponsor and approved by Licensee and Provider
- Opportunities for signage on spectator areas of complex
- Revenue Share opportunity
- Naming rights would be granted for 10 years
- First right of refusal with regard to additional concession naming rights
- Cost of production of signage to be paid for by sponsor
- Signage to be approved jointly by Licensee, Provider and Sponsor

Telecommunications Sponsorship (1):

- Minimum \$50,000 per year
- Total minimum of \$500,000 over a ten (10) year term
- Name and Logo placement in agreed upon spaces/locations
- Free Wi-Fi and ability to name network
- Digital Marketing opportunities
- Naming rights would be granted for 10 years
- First right of refusal on additional telecommunication sponsorships
- Cost of any production or signage to be paid for by sponsor
- Signage to be jointly approved by Licensee, Provider and Sponsor

Restroom Sponsorship (1-2):

- Minimum \$25,000 per year
- Total minimum of \$250,000 over a ten (10) year term
- Name and Logo placement on restroom building
- Opportunity to put advertising on bathroom mirrors, stalls and floors
- Digital Marketing opportunities
- Naming rights would be granted for 10 years
- First right of refusal on additional restroom naming opportunities
- Cost of production of signage to be paid for by sponsor
- Signage to be jointly approved by Licensee, Provider and Sponsor

GRIMES CITY COUNCIL COMMUNICATION
Meeting Date: 06/06/2023

AGENDA ITEM: Approval of GrimesPlex Memorandum of Agreement with Destination Grille for GrimesPlex concessions building sponsorship and rental.

BACKGROUND: Grimes and Destination Grille are interested in working together on the GrimesPlex concessions, but a final contract has not yet been prepared and submitted to the legal decisionmakers for each entity. The parties are interested, however, in executing this Memorandum of Agreement in good faith to establish preliminary terms that are hopefully central to any final agreement drafted between the parties.

The terms of the agreement have the City providing concession facilities, payment of such utilities and the purchase of a portion of the equipment. In return Destination Grille will pay a \$40,000 annual rental fee for the first five years and then \$60,000 over the last five years of the agreement with an option to renew for 10 years. In correlation with concession management, Destination Grille will also pay a GrimesPlex sponsorship fee of \$600,000 over a period of 10 years with an option to renew for 10 years. This brings the combined revenue from Destination Grille to \$1,100,000.00 over a 10-year period. If renewed the combined revenue from Destination Grille would total \$2,450,000 over a 20-year period.

BUDGETARY CONSIDERATIONS:

Fee schedule:

Beginning July 1, 2024 – June 30, 2029 - \$3,333.33 monthly (\$40,000 annually) + \$60,000 per sponsorship = \$100,000 annually

Beginning July 1, 2029 – June 30, 2034 - \$5,000.00 monthly (\$60,000 annually) + \$60,000 per year sponsorship = \$120,000 annually

Renewal fee schedule:

Beginning July 1, 2034 - June 30, 2039 - \$5,833.33 monthly (\$70,000 annually) + \$60,000 per year sponsorship = \$130,000 annually

Beginning July 1, 2039 – June 30, 2044 - \$6,666.66 monthly (\$80,000 annually) + \$60,000 per year sponsorship = \$140,000 annually

STRATEGIC PLANNING:

*Prioritized YES X

*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

Prepared by: Brian Becker

Return to: Brian Becker



STAFF RECOMMENDATION:

Staff recommends approval of the Memorandum of Agreement with Destination Grille.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Brian Becker: (515)986-2143

Prepared by: Brian Becker
Return to: Brian Becker

RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT FOR GRIMESPLEX
CONCESSION MANAGEMENT AND CONCESSION BUILDING SPONSORSHIP

Grimes Resolution No. 06-1223

WHEREAS, the City of Grimes Parks and Recreation Department (Grimes) has determined a need to hire a company to manage the concession operations at the GrimesPlex, located at 1000 NE Heritage Drive, Grimes, Iowa; and

WHEREAS, Destination Grille LLC (DG) located at 2491 E. 1st, Grimes, Iowa has expressed an interest in management of the GrimePlex concession stands and sponsorship of the GrimesPlex concession buildings; and

WHEREAS, DG proposes the attached memorandum agreement consisting of payment to Grimes covering the rental fee of the GrimesPlex concession stands and sponsorship fees in exchange for exclusive rights to sell food and drink concessions at the GrimesPlex; 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 memorandum of agreement from DG 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 6th day of June 2023, and approved by the Mayor on the 6th day of June, 2023.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the City of Grimes, Grimes, Iowa (Grimes), and Destination Grille LLC (DG), 2491 E. 1st Grimes, Iowa, as follows:

1. Grimes is currently constructing a sports complex called “GrimesPlex” located at 1000 NE Heritage Drive, Grimes, Iowa.
2. In order to operate this facility, Grimes has need for a company to provide concessions for the GrimesPlex.
3. DG is a Grimes restaurant that has food preparation, liquor license and event service experience that is capable of handling this particular responsibility.
4. Grimes and DG are interested in working together on the GrimesPlex, but a final contract has not yet been prepared and submitted to the legal decisionmakers for each entity. The parties are interested, however, in executing this Memorandum of Agreement in good faith to establish preliminary terms that are hopefully central to any final agreement drafted between the parties. These preliminary terms are as follows:

- a. DG will be awarded the exclusive right to provide food and drink concessions at the GrimesPlex.
- b. Destination Grille will pay a total of \$40,000 annually in concessions rental fee for the first five years and then a total of \$60,000 in annual concessions rental fees over the last five years of the agreement with an option to renew for an additional 10 years.
- c. DG will pay an annual GrimesPlex Concession building sponsorship fee of \$60,000 per year for a total of \$600,000 over a period of 10 years with an option to renew for an additional 10 years.
- d. DG will provide these GrimesPlex rent and sponsorship fees to Grimes at the following times:

Payment of the rent shall be made monthly in 12 installments on the first day of the month.

Rent Schedule:

Beginning July 1, 2024 – June 30, 2029 - \$3,333.33 monthly (\$40,000 annually) + \$60,000 per year sponsorship = \$100,000 annually

Beginning July 1, 2029 – June 30, 2034 - \$5,000.00 monthly (\$60,000 annually) + \$60,000 per year sponsorship = \$120,0000 annually

Renewal Rent Schedule:

Beginning July 1, 2034 - June 30, 2039 - \$5,833.33 monthly (\$70,000 annually) + \$60,000 per year sponsorship = \$130,0000 annually

Beginning July 1, 2039 – June 30, 2044 - \$6,666.66 monthly (\$80,000 annually)
+\$60,000 per year sponsorship = \$140,0000 annually

Sponsorship Payment Schedule:

Payment of the annual Sponsorship fee will be due the first week of January beginning in 2024.

5. Although this is not a final binding legal contract between the parties, the parties will continue to work in good faith to finalize an agreement that will be submitted to the Grimes City Council and to the corporate officers of DG, who have the legal authority to bind both parties to the agreement.

This Memorandum of Agreement is signed this 1st day of June, 2023.

By: _____
Jake Anderson
Grimes City Administrator

By:  _____
Mark Hanrahan
President
Destination Grille LLC

101 NE Hawley, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846
CITY COUNCIL COMMUNICATION
Meeting Date: 6/6/23

AGENDA ITEM: GrimesPlex Buildings – Public Hearing and Award of Construction Contract.

BACKGROUND: The actions that are in front of the council are to hold a public hearing on the proposed Contract Documents (plans, specifications and form of contract) and estimated total cost and approve Resolutions to: 1) adopt plans, specifications, form of contract and estimate of cost; 2) making award of construction contract; and 3) approving construction contract and bonds. This project was bid on May 25, 2023 and the following are the results:

Edge Commercial - \$4,532,000 + \$6,000
Accurate Construction - \$4,763,000 + \$0
OLP Construction - \$4,835,000 + \$25,000
Munro Construction - \$4,890,000 + \$0
Estes Construction - \$4,898,000 + \$85,000
Clarity Construction - \$5,450,000 + \$400,000
Henkel Construction - \$5,520,000 + \$70,000
Eick & Day Construction - \$5,722,000 + \$137,500
Engineering Estimate - \$4,802,039

The results from the bidding showed great interest in this project for this type of work and the current bidding environment. The grouping of bids was decent with the engineer's estimate being right in the middle of the bids and the low bidder being about 6% or \$270,000 under the engineer's estimate. The low bidder is Edge Commercial of Grimes, Iowa. City staff is currently working with Edge Commercial on the Waterworks Park Improvements and sitework for the GrimesPlex and feels they are capable of performing this work.

BUDGETARY CONSIDERATIONS: This project came in about \$270,000 under the engineer's estimate and is planning to be funded through facility revenues and sponsorship agreements with construction this year.

STRATEGIC PLANNING:

Prioritized: Yes

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

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

RESPONSIBLE STAFF/CONTACT INFORMATION

Matt Ahrens, City Engineer

mahrens@grimesiowa.gov

515-986-4050

Prepared by: Matt Ahrens, City Engineer

Return to: Matt Ahrens, City Engineer

GRIMESPLEX BID TABULATION

GENERAL CONTRACTOR NAME-ADDRESS - EMAIL	Bid Bond	Sign Schedul e	Resident Bidder Form	Add 1 Rec.	Add 2 Rec.	Add 3 Rec.	Add 4 Rec.	Base Bid	Alt 1 - early project completion	Cost Breakout
Accurate Construction 9500 University, Suite 2113, WDM Todd Heuermann, 515.447.8122 theuermann@accurate-commercial.com	x	x	x	x	x	x	x	\$4,763,000	\$0	South Con/RR = \$1,693,000 North Con/RR = \$1,729,000 Maintenance = \$1,341,000
Clarity Construction 2873 104th St., Urbandale Stan Reed, 515.321.9958 stan@clarityconstruction.com	x	x	x	x	x	x	x	\$5,450,000	Add \$400,000	South Con/RR = \$1,635,000 North Con/RR = \$2,180,000 Maintenance = \$1,635,000
Edge Commercial 3155 SE Miehle Dr, Suite 2, Grimes Branson Ropp, 515.986.2229 bropp@edgeco-usa.com	x	x	x	x	x	x	x	\$4,532,000	Add \$6,000	South Con/RR = \$1,733,760 North Con/RR = \$1,878,240 Maintenance = \$920,000
Eick & Day Construction 6165 NW 86th St, Suite 112, Johnston Estimating Team, 515.859.6262 estimating@eick-day.com	x	x	x	x	x	x	x	\$5,722,000	Add \$137,500	South Con/RR = \$1,898,760 North Con/RR = \$1,895,240 Maintenance = \$1,258,000
Estes Construction PO Box 3608, 131 W. 2nd St, #400 Davenport Angela Sierens, 563.322.7301 asierens@estesconstruction.com	x	x	x	x	x	x	x	\$4,898,000	Add \$85,000	South Con/RR = \$1,836,469 North Con/RR = \$1,888,781 Maintenance = \$1,048,837
Henkel Construction - Ames 2500 Ford Street, Ames Jeff Pearson, 515.232.7072 jeff@henkelconstruction.com	x	x	x	x	x	x	x	\$5,520,000	Add \$70,000	South Con/RR = \$2,109,760 North Con/RR = \$2,109,760 Maintenance = \$1,332,480
Munro Construction Co 5530 NW Beaver Dr, Suite 100 Johnston Leah McDonald, 515.277.9460 leah@munroconstruction.com	x	x	x	x	x	x	x	\$4,890,000	No Bid	South Con/RR = \$1,833,750 North Con/RR = \$1,833, 750 Maintenance = \$1,222,500
OLP Construction 3809 NW 109th St, Suite D, Urbandale Tiffany Fortune, 515.348.8110 tfortune@olpconstructionia.com	x	x	x	x	x	x	x	\$4,835,000	Add \$25,000	South Con/RR = \$1,885,650 North Con/RR = \$1,837,300 Maintenance = \$1,208,750

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE GRIMESPLEX BUILDINGS" 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 06-0823

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE GRIMESPLEX BUILDINGS

WHEREAS, on the 25th day of April 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the GrimesPlex Buildings; and

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

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

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

PASSED AND APPROVED this 6th day of June 2023.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE GRIMESPLEX BUILDINGS", and moved:

☐ that the Resolution be adopted.

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 06-0923

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE GRIMESPLEX BUILDINGS

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

Section 1. That the following bid for the construction of certain public improvements described in general as the GrimesPlex Buildings, described in the plans and specifications heretofore adopted by this Council on June 6, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Edge Commercial of Grimes, Iowa

Amount of bid: \$4,532,000 + \$6,000

Portion of project: All construction work

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

PASSED AND APPROVED this 6th day of June 2023.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 06-1023

**RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT AND BOND
FOR THE GRIMESPLEX BUILDINGS**

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

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

Contractor: Edge Commercial of Grimes, IA

Amount of bid: \$4,532,000 + \$6,000

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 6th day of June 2023.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk