Grimes City Council Agenda

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

Mission Statement
The mission of Grimes City Government is to provide excellent/exceptional city services and facilities in a financially responsible and community-friendly manner through a high performing city team that result in adding value to resident's lives.

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

Grimes City Council Meeting July 25, 2023, In Person/Zoom at Grimes Community Center, 410 SE Main Street Amended Agenda July 25, 2023 at 1:57 pm. adding Consent Agenda Item E-4

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

Join Zoom Meeting:

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

Meeting ID: 378 730 5851

Passcode: 1234

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

Meetings will be recorded

Agenda Items for July 25, 2023, at 5:30 PM at Grimes Community Center

1. Call to Order
2. Pledge of Allegiance
3. Roll Call

4. Approval of the Agenda
5. 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 07-0123 Minutes approval from previous meeting
   B. Resolution 07-0223 Claims Report
   C. Finance Report for June 2023
   D. Resolution 07-0323 Approving Bills and Quotes over $10,000
   E. Resolution 07-0423 Approving ABD Licenses:
      1. Sol Agave: 721 E. 1st Street Renewal: Class C Retail Alcohol License
      2. McDevitt's Sports Pub: 3390 SE Crossroads Dr. #100: Class C Retail Alcohol License.
      3. Pole Position: 1350 SE Gateway Dr. #108: Class C Retail Alcohol License
      4. Grimes Community Foundation – 5- day license Heritage Park
   F. Receiving and Filing of Reports and Correspondence
   G. Resolution 07-0523 Approving Professional Services Payments
      1. Whitfield and Eddy Law – legal fees 94.00
      2. Pay Request #5 Snyder & Associates, Inc – IA Hwy 44 Trail Extension $12,329.31
      3. Pay Request #9 Foth Infrastructure & Environment, LLC – South James and SE 11th Street $89,777.20
      4. Pay Request #7 MSA Professional Services, Inc – SE Trail Ridge Road Reconstruction $3,283.20
      5. Pay Request #3 Snyder & Associates, Inc – East Gateway Dr & East 1st Street Intersection Improvements $32,135.65
      6. Pay Request #9 Snyder & Associates, Inc – NE Destination Drive & NE Beaverbrooke Blvd Improvements $7,638.28
      7. Pay Request #55 Veenstra & Kimm Inc – WRA Connector – Phase 2 Construction Engineering Services $25,031.74
      8. Pay Request #2 MSA Professional Services, Inc – SE Little Beaver Drive and SE 4th thru 6th Street Water Main $7,930.00
      9. Pay Request #17 The Weitz Company, LC – New Grimes Public Library 75,174.03
      10. Pay Request #4 Foth Infrastructure & Environment, LLC – S James and S 19th Temp Signal $3,008.40
      11. Pay Request #13 Foth Infrastructure & Environment, LLC – 2021 Sanitary Sewer Collection System Study $6,404.00
      12. Pay Request #9 MSA Professional Services, Inc – SE Jacob Street Reconstruction and Storm Sewer $26,880.00
      13. Pay Request #8 Foth Infrastructure & Environment, LLC – SE 19th Street Sanitary Sewer Extension $13,727.50
      14. Pay Request #11 McClure Engineering Company – Phase 1A Water System Improvements $76,239.09
      15. Pay Request #39 Bolton & Menk, Inc – Highway 44 & SW County Line Road Intersection Improvements - $1,841.00
      16. Pay Request #1 Foth Infrastructure & Environment, LLC – NW 8th Street and NE Park Drive Speed Studies - $1,755.32
      17. Pay Request #9 McClure Engineering Company – North Jordan Well Repairs $708.75 (to be paid by City's insurance)
   H. Resolution 07-0623 Approving Payments for Capital Projects:
      1. Pay Request #16 Shank Constructors, Inc for WRA Grimes Connector – Contract 4 $474,905.50
      2. Pay Request #1 S.M. Hentges & Sons, Inc – WRA Grimes Connector – Contract 2 $46,033.91

3. Pay Request #2 Sternquist Construction, Inc – SE Trail Ridge Road Reconstruction $59,538.93
4. Pay Request #7 Van Maanen Electric – City Traffic Signal Communication Network $180,473.64
5. Pay Request #9 Rognes Corporation – WRA Grimes Connector – Contract 3 $256,820.91
6. Pay Request #16 S.J. Louis Construction, Inc – WRA Grimes Connector – Contract 1 $104,834.79
7. Pay Request #1 Des Moines Asphalt and Paving – NW 107th Street HMA Overlay $482,984,94
8. Pay Request #8 Reilly Construction Co. – SE Jacob Street Reconstruction and Storm Sewer $383,353.50
9. Pay Request #2 Howrey Construction – Iowa Highway 44 Trail Extension $187,293.50
10. Pay Request #15 Graphite Construction Group – New Grimes Public Library $107,528.09
11. Pay Request #11 AMC Mechanical Inc – New Grimes Public Library $83,563.04
12. Pay Request #2 Midwest Auto Fire Sprinkler – New Grimes Public Library $25,460.00
13. Pay Request #9 Forman Ford – New Grimes Public Library $75,207.93
14. Pay Request #8 Performance Contracting Inc – New Grimes Public Library $195,757.00
15. Pay Request #7 Forrest & Associate Inc – New Grimes Public Library $137,743.11
16. Pay Request #15 Van Maanen Electric Inc – New Grimes Public Library $75,888.66
17. Pay Request #4 Van Maanen Electric, Inc – County Line Road Traffic Improvements $3,647.12 – retainage to be paid in 30 days.
18. Pay Request #8 Edge Commercial, LLC – Waterworks Park Improvements $381,325.85
19. Pay Request #6 Redbud Landscaping, LLC – Kennybrook Wetland Landscaping (Landscaping) - $1,971.25

I. County Line Road Traffic Signal Improvements
   a. Resolution 07-0723 Project Acceptance

J. Resolution 07-0823 Approving Change Orders:
   1. Change Order #6 Graphite Construction – New Grimes Public Library increasing contract $2,885.09.
   2. Change Order #4 Redbud Landscaping, LLC – Kennybrook Wetland (Landscaping) Increasing Contract $3,550.00

K. Accepting Public Improvements:
   1. Resolution 07-0923 Accepting Public Improvements in M-KEDS Home Place Plat 3
   2. Resolution 07-1023 Accepting Public Improvements in Prairie Business Park II Phase 2

L. Professional Services Agreements and Amendments:
   1. Resolution 07-1123 MSA Professional Services Amendment #3 – SE Jacob Street Reconstruction and Storm Sewer
   2. Resolution 07-1223 Snyder & Associates PSA Amendment #1 – NE Destination Drive & NE Beaverbrooke Blvd. Improvements
   3. Resolution 07-1323 To Enter into Contract for Professional Services – Terracon Consultants GrimesPlex Buildings Project
   4. Resolution 07-1423 To Amend Contract for Professional Services – SVPA Architects, Inc – for additional design services on GrimesPlex Building
   5. Resolution 07-1523 To Amend Contract for Professional Services – Veenstra & Kimm, Inc. For Consulting Services WRA Grimes Connector

M. Setting Public Hearings:
   1. Resolution 07-1623 Setting Dates for Bid Letting and Public Hearing for NE Beaverbrooke Boulevard and IA 141 Intersection Improvements
   2. Resolution 07-1723 Setting Dates for Bid Letting and Public Hearing for S James Street and SE 11th Street Improvements
   3. Resolution 07-1823 On Notice and Intent to Vacate Certain Public Alleys in Block 7, Town

of Grimes, and Setting a Public Hearing for August 22, 2023, at 5:30 pm

N. Resolution 07-1923 Approving the Destination Grill Agreement
O. Resolution 07-2023 Approving Personnel Transactions
P. Resolution 07-2123 Discussion on Fireworks
Q. Annual Report for Information Technology Department 2022
R. Resolution 07-2223 Approving REAP Grant Application
S. Resolution 07-2323 Approving Offer to Purchase and Agreement – Broderick Property
T. Resolution 07-2423 Approving Offer to Purchase and Agreement – EBH Property
U. Resolution 07-2523 Approving Outdoor Temporary Use Location for Grimes Sweetcorn
V. Resolution 07-2623 Approving Equipment Transactions Pursuant to FY23 Budget
W. Resolution 07-2723 Authorizing the Disposal of Equipment
X. Resolution 07-2823 Approving Declaration of Site Restrictions Lot 59 and 60, Beaverbrooke West Plat 4 –1912 NW Norton Court
Y. Resolution 07-2923 Consent and Agreement for Improvements- Lot 7 of Pinnacle Pointe -204 NE Little Beaver Dr.
Z. Resolution 07-3023 Consent and Agreement for Improvement Within Overland Flowage Easement for Lot 6 of Beaverbrooke Pointe Plat 3 – 1005 NE 16th Street.
AA. Resolution 07-3123 Authorizing Pump Repair at SE 37th Street Lift Station
BB. Resolution 07-3223 Authorizing Purchase of Pump for SE 37th Street Lift Station
CC. Resolution 07-3323 To Adjust Utility Charges
DD. Resolution 07-3423 Approving Block Party Request
EE. Resolution 07-4323 To Enter into Agreement with Pictometry International Corp.
FF. Resolution 07- 4423 Approving Survey and Engineering Investigation – Nilles & Associates Inc.

6. 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 07-3523 Approving Memorandum of Understanding For Iowa Great Places Designation**

2. Third 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

3. Water Revenue Loan and Disbursement Agreement and To Borrow Money Thereunder in a Principal Amount Not to Exceed $12,500,000.

a. Public Hearing on Proposal to Enter into A Water Revenue Loan and Disbursement Agreement
b. Resolution 07-3623 Taking Additional Action on Proposal to Enter into a Water Revenue Loan and Disbursement Agreement

4. SW 19th Street Water Transmission Main

a. Public Hearing on SW 19th Street Water Transmission Main
b. Resolution 07-3723 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for SW 19th Street Water Transmission Main
c. Resolution 07-3823 Making Award of Construction Contract for SW 19th Street Water Transmission Main
d. Resolution 07-3923 Authorizing Construction Contract and Bond for SW 19th Street Water Transmission Main

5. Grimes Ground Storage Reservoir

a. Public Hearing on Grimes Ground Storage Reservoir
b. Resolution 07-4023 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the Grimes Ground Storage Reservoir
c. Resolution 07-4123 Making Award of Construction Contract for Grimes Ground Storage Reservoir
d. Resolution 07-4223 Authorizing Construction Contract and Bond for Grimes Ground Storage Reservoir

6. Grimes Ground Storage Reservoir Site Plan

7. Hope Commercial Plat 6 Preliminary Plat

8. Hope District Apartments Site Plan

ADJOURNMENT

RESOLUTION NO. 07-0123 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 25th day of July 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:
905

By: _____
Rochelle Williams, City Clerk

CITY COUNCIL MEETING
Tuesday, June 27, 2023

The Grimes City Council Meeting was held as an in-person. Zoom capabilities were unavailable due to a power outage in the City. The meeting was called to order by Mayor Pro Tem Ryan Burger, June 27, 2023, at 5:37 p.m. at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa. The Pledge of Allegiance was led by Mayor Pro Tem Burger.

ROLL CALL

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

AGENDA ITEMS

APPROVAL OF THE AGENDA

Mayor Pro Tem Burger asked for approval of the agenda.
Council Member Johansen asked to have Consent Agenda item "c" Resolution 06-4223 Approving an 28E Agreement Between the City of Grimes, Iowa and the City of Johnston, Iowa for the Sharing of Administrative Resources and Equipment Supporting Fire and Emergency Medical Services
Moved by Johansen, Second by Gisch, to approve the agenda with the removal of Consent Agenda Item "c"
Roll Call: Ayes: All. Nays: None. Motion passes: 5- 0.

CONSENT AGENDA

A. Resolution 06-1623 Claims Report $10,541,323.01 B. Resolution 06-1723 Approving Bills and Quotes over $10,000 C. Resolution 06-1823 Approving Tobacco Renewals for 2023-2024 D. Resolution 06-1923 Receiving and Filing of Correspondence E. Resolution 06-2023 Approving ABD Renewals & New License: 1. Hy-Vee Fast & Fresh #1: Renewal: 1401 W. 1st Street, Class E. Liquor 2.Hy-Vee Grocery: Renewal: 351 NE Gateway Dr, Class E. Liquor 3. Hy-Vee Market Grille: Renewal: 351 NE Gateway Dr, Class E Liquor 4. 1st Street Tavern: 1101 1st Street #112, Class C Liquor, Outdoor Service & Sunday Sales.5. New Temporary Special Permit: Hy-Vee Healthy Smiles Technology: 3801 S. James St. #400: Class C Retail Alcohol License G. Resolution 06-2123 Approving Professional Services Payments: 1. Pay Request #8 Nilles Associates, Inc for Grimes Existing Basins Enhancements $2,500.00 2. Pay Request #10 Civil Design Advantage – GrimesPlex $37,747.94 3. Pay Request #18 ISG – Water Works Park Splash Pad $43,681.68 4. Pay Request #6 MSA Professional Services, Inc – SE Trail Ridge Road Reconstruction $11,397.50 5. Pay Request #54 Veenstra & Kimm, Inc – WRA Connectors $78,532.16 6. Dorsey and Whitney – legal fees $3,945.50 7. Pay Request # 16 The Weitz Company, LLC – The New Grimes Public Library $66,843.51 8. Pay Request #1 MSA Professional Services, Inc – SE Little Beaver Drive and SE 4th thru 6th Street Water Main $44,690.00 9. Pay Request #8 MSA Professional Services, Inc – SE Jacob Street Reconstruction and Storm Sewer $13,531.60 10. Pay Request #8 McClure Engineering Company – North Jordan Well Repairs $371.25 (to be paid by insurance under claim) 11. Pay Request #2 Snyder & Associates, Inc – East Gateway Drive & East 1st Street Intersection Improvements $19,471.82 12. Pay Request #10 McClure Engineering Company – Phase 1 A Water System Improvements $76,818.83 13. Pay Request #8 Snyder & Associates, Inc – NE Destination Drive & NE Beaverbrooke Blvd Improvements #12,788.50 14. Pay Request #38 Bolton I& Menk, Inc – Highway 44 & SW County Line Road Intersection Improvements $4,389.50 15. Pay Request #8 Foth Infrastructure &I Environment, LLC – SE 11th Street I& S James Street $96,996.39 16. Whitfield & Eddy Law – legal fees $5,616.50 H. Resolution 06-2223 Approving Pay Requests: 1. Pay Request #15 S.J. Louis Construction, Inc – WRA Grimes Connector – Contract 1 $608,123.28 2. Pay Request #1

Sternquist Construction, Inc -SE Trail Ridge Road Reconstruction $230,833.79 3. Pay Request #7 Halbrook Excavating – SE Jacob Street Reconstruction and Storm Sewer $253,574.00 4. Pay Request #15 Shank Constructors, Inc – WRA Grimes Connector – Contract 4 $235,379.16 5.Pay Request #10 S. M. Hentges & Sons, Inc – WRA Grimes Connector – Contract 2 $246,981.24 6. Pay Request #5 Edge Commercial, LLC – GrimesPlex $5,598,522.01 7. Pay Request #1 Howrey Construction – Iowa Highway 44 Trail Extension $149,410.82 8. Pay Request #7 Performance Contracting, Inc - New Grimes Library $106,067.50 9. Pay Request #14 Van Maanen Electric, Inc - New Grimes Library $73,130.96 10. Pay Request #3 Academy Roofing & Sheet Metal Co. - New Grimes Library $44,089.50 11. Pay Request #10 AMC Mechanical Inc - New Grimes Library $183,842.62 12. Pay Request #8 Forman Ford – New Grimes Library $24,415.00 13. Pay Request #6 Forrest & Associates Inc – New Grimes Library $100,024.67 14. Pay Request #14 Graphite Construction Group – New Grimes Library $52,327.41 15. Pay Request # 1 Midwest Auto Fire Sprinkler – New Grimes Library $24,700.00 16. Pay Request #8 (Retainage to be paid in 30 days) Van Maanen Electric, Inc for Highway 44 at County Line Road Temporary Traffic Signal $2,891.91 17. Pay Request #7 Edge Commercial, LLC – Waterworks Park Improvements $275,456.19 I. Resolution 06-2323 Change Orders: 1. Change Order #3 AMC Mechanical Group - New Grimes Public Library increasing contract $48.52 2. Change Order #2 Performance Contracting Inc – New Grimes Public Library increasing Contract $7,211.00 3. Change Order #2 Van Maanen Electric Inc – New Grimes Public Library increasing contract $4,702.82 4. Change Order #5 Graphite Construction Group, Inc – New Grimes Public Library - increasing contract $7,914.97 5. Change Order #3 Edge Commercial, LLC – GrimesPlex increasing contract $24,977.41. 6. Change Order #3 Sternquist Construction, Inc – SE Trail Ridge Road Reconstruction increasing contract $2,651.00. 7. Change Order #3 Edge Commercial, LLC – Waterworks Park Improvements increasing contract $254,027.00. 8. Change Order #2 Van Maanen Electric, Inc – Highway 44 at County Line Road Temporary Traffic Signal decreasing contract $7,200.00 9. Change Order #1 Howrey Construction – Iowa Highway 44 Trail Extension increasing contract $1,600.00. J. Resolution 06-2423 For Adjustment of Thorpe Water Development (Gould Heights District) Water Charges K. Resolution 06-2523 authorizing the Administration and Funding of a Stormwater Assistance Grant Program for the City of Grimes L. Resolution 06-2623 Request for Street Closure for Block Party M. Resolution 06-2723 Amending Fee Schedule 2023 N. Resolution 06-2823 Accepting Public Improvements in Heritage Town Center Phase 2 O. Resolution 06-2923 Approving an Amendment to A Field Rental Agreement P. Resolution 06-3023 Regarding Uncollectible Utility Debt Q. Resolution 06-3123 Approving Personnel Transactions R. Resolution 06-3223 Approving Fiscal Year 2022-2023 End of Year Transfers S. Resolution 06-3323 Accepting A Proposal from MidAmerican Energy Company in The Amount of $561,000.00 For the Relocation of Overhead Electric Facilities to Underground Along S. James Street from 2nd Street to 11th Street T. Resolution 06-3423 Ordering Construction of the SW 19th Street Water Transmission Main, and Fixing a Date for Hearing Thereon and Taking of Bids Therefor U. Resolution 06-3523 Accepting the Highway 44 at County Line Road Temporary Traffic Signal V. Resolution 06-3623 Professional Services Contract with McClure Engineering – Central Iowa Water Works Assistance and Aquifer Storage Reservoir Evaluation W. Resolution 06-3723 Ordering Construction of the Ground Storage Reservoir, and Fixing A Date For Hearing Thereon and Taking of Bids Therefor X. Resolution 06-3823 Approving Offer to Purchase and Agreement - NW County Line Road Water Main Hope K Farms Y. Resolution 06-3923 Approving Offer to Purchase and Agreement – NW County Line Road Water Main Hope Timber Z. Marketing and Communications Annual Report 2022 a. Resolution 06-4023 Adjusting Employee Compensation and Approving Salary Ranges for Fiscal Year 2024 b. Resolution 06-4123 Authorizing Human Resources Director to Sign Collective Bargaining Contract For American Federation of State, County, And Municipal, Iowa Council 61 (AFSCME) July 1, 2023, through June 30, 2024 c. (removed from agenda) d. Resolution 06-4323 Approving Johnston Grimes Metropolitan Fire Department General Policy Addendum Statement for July 1, 2023, through June 30, 2024 e. Resolution

06-4423 To Fix A Date For A Public Hearing On Proposal To Enter Into A Water Revenue Loan and Disbursement Agreement and To Borrow Money Thereunder in a Principal Amount Not to Exceed $12,500,000. f. Finance Report May 2023
Motion by Johansen, Second by Gisch, to approve the Consent Agenda minus Item "c".
Roll Call: Ayes: All; Nays: None Motion passes 5 - 0

PUBLIC FORUM - None

PUBLIC AND COUNCIL AGENDA ITEMS

1. Third 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
Alex Pfaltzgraff, Development Services Director, said there had not been any material changes since the previous readings and the proposal is consistent with the Future Land Use Plan. Pfaltzgraff noted that the current layout provided is only conceptual and will continue to be refined as required public improvements are determined. Pfaltzgraff said that Planning and Zoning had made a recommendation of approval at their April 5, 2023, meeting.
Moved by Gisch, Second by Borcherding, to Approve the Third 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: 5- 0.

Moved by Gisch, Second by Borcherding, to Approve Final Passage 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: 5- 0.

2. Third Reading of Ordinance #781 Amending the Hope Commercial Planned Unit Development
Alex Pfaltzgraff, Development Services Director, advised the Council that as part of the PUD amendments, the Development Agreement will be amended to remove old code references, remove references to NE 6th Street extension and to clarify development details regarding the GrimesPlex. He noted that a few standards within the development agreement will be updated to reflect the actual number of sport fields, increase the minimum parking requirements, and clarify signage requirements associated with the complex. Pfaltzgraff stated that the Planning and Zoning Commission recommended approval at their April 5th meeting.
Moved by Johansen, Second by Borcherding, to Approve the Third Reading of Ordinance #781 Amending the Hope Commercial Planned Unit Development.
Roll Call: Ayes: All. Nays: None. Motion passes: 5- 0.

Moved by Johansen, Second by Borcherding, to Approve Final Passage of Ordinance #781 Amending the Hope Commercial Planned Unit Development.
Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0.

3. Third 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

Alex Pfaltzgraff, Development Services Director, said public informational meetings were held for property owners and managers with details on the program, which was generally positive and well received. Pfaltzgraff said that staff would recommend approval.
Moved by Gisch, Second by Johansen, to Approve the Third 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

Moved by Gisch, Second by Johansen, to Approve Final Passage 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.

4. Second 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
Alex Pfaltzgraff, Development Services Director advised the Council the proposed development for this property is consistent with the Future Land Use Plan designation. Pfaltzgraff said the applicant has provided a conceptual plan for the site showing twelve townhome units along with the associated private streets, parking, and landscaping. Pfaltzgraff noted that a rezone petition was submitted by neighboring property owners within the Dovetail Condominiums located south of the rezone property. He said the petition was received and filed at the previous Council meeting. He added that the rezone requires a 4/5 vote of approval at each reading of the ordinance to approve the rezone request. Pfaltzgraff said the representatives of the Dovetail Condominiums presented their concerns at the previous meeting, primarily regarding trash management. Pfaltzgraff added that the Planning and Zoning Commission recommended approval at their May 5, 2023 meeting.
Moved by Gisch, Second by Borcherding, to approve the Second 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.

5. Environmental Input State Revolving Fund (SRF) Loan for Improvements to the City's Drinking Water Infrastructure
Alex Pfaltzgraff, Development Services Director, said a water study in 2020 recommended four high-priority distribution and storages projects that would be necessary to provide increased water supply and capacity to the City's water distribution system. Pfaltzgraff said the project includes construction of several new water mains and a new 2-million-gallon ground storage reservoir. Pfaltzgraff said obtaining the funding for these projects is the basis for this hearing and to ensure any feedback or concerns are addressed.

Mayor Pro Tem Burger opened the Public Hearing at 5:51p.m. Being no written or oral comments, the hearing was closed at 5:51 p.m. No further action was taken.

6. Vacate Certain Public Utility Easements in Hope Commercial Plat 4
Alex Pfaltzgraff, Development Services Director, addressed Council stating that as part of the development of the mixed-use area of the Hope Commercial PUD, the developer has requested the existing 10-foot public utility easement along NE Beaverbrooke Blvd be vacated to establish a new utility

easement that will better fit with the proposed development. Pfaltzgraff said a new public utility easement will be established following the vacation of the existing easement.
Mayor Pro Tem Burger opened the Public Hearing at 5:53p.m. Being no written or oral comments, Mayor Pro Tem Burger closed the Public Hearing at 5:53 p.m.

Moved by Johansen, Second by Borcherding, to approve Resolution 06-4523 Vacating Certain Public Utility Easement in Hope Commercial Plat 4
Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0.

7. Resolution 06-4623 Approving Destination Ridge Plat 7 Final Plat
Alex Pfaltzgraff, Development Services Director, advised the Council the applicant is requesting approval of a final plat for property located at the southeast corner of SE Destination Drive and SE 3rd Street. The plat will consist of one development lot, one outlot for future development, and one street lot for the extension of SE 3rd Street to the east. Pfaltzgraff said the Planning and Zoning Commission recommended approval at the June 5 Planning and Zoning meeting.
Moved by Gisch, Second by Johansen, to approve Resolution 06-4623 Destination Ridge Plat 7 Final Plat
Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0.

8. Approving GrimesPlex Plan Amendment
Alex Pfaltzgraff, Development Services Director, stated that when the site plan for the Grimes Plex was previously approved in November 2022, details regarding the concession buildings, maintenance building, and field lighting had not been fully developed at the time. Pfaltzgraff said to keep the project moving forward, the City approved the plans without the building and lighting. Pfaltzgraff said that now the details for the buildings and lighting have been developed and the site plan amendment is proposed for consideration.
Moved by Johansen, Second by Borcherding, to approve GrimesPlex Plan Amendment.
Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0.

9. Approving Inspiring Dance Site Plan
Alex Pfaltzgraff, Development Services Director, said the applicant is requesting approval of a site plan for Inspiring Dance to allow construction of a 13,315 square foot dance studio. He said the applicant is proposing to add an additional 3,269 square feet to the east portion of the building in the future for a childcare center. Pfaltzgraff said the site will be accessed off SE 3rd Street and the applicant is proposing more than the required parking spaces. Pfaltzgraff added that with the anticipated overlapping class times for pickup and drop-off, plus assuring additional parking for the future childcare center, the additional parking spaces will assist in providing enough spaces for all visitors.
Moved by Johansen, Second by Gisch, to approve Inspiring Dance Site Plan.
Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0.

ADJOURN
There being no further business the meeting was adjourned at 6:08 p.m.
Motion by Johansen, Second by Borcherding to adjourn.
Roll Call: Ayes: All; Nays: None Motion passes 5 - 0.

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

RESOLUTION NO. 07-0223 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 25th day of July 2023

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By:_____
Rochelle Williams, City Clerk

City of Grimes Claims 7 25 2023

CENTRAL PUMP AND MOTOR	REASSEMBLY OF GEARBOX	$	1,227.15
ARBUCKLE ELIAS	MAGIC CAMP - JULY 10-14	$	2,000.00
IMPACT7G	GRANT WRITING - JULY 2023	$	1,080.00
D&K PRODUCTS	CHALK FUNGICIDE/TURF CHEMICALS	$	7,792.05
3M COMPANY	SIGN SUPPLIES	$	804.00
A KINGS THRONE LLC	PORTABLE RESTROOMS	$	436.35
AIA CORPORATION	FD DUTY UNIFORM/BOOTS FOR 3	$	385.89
EUROFINS TESTAMERICA	STATE LABS FOR WASTE WATER	$	2,462.00
SHERWIN WILLIAMS	PAINT FOR PUBLIC WORKS	$	362.08
PAINT PUMP PROS	PAINTER MAINTENANCE	$	75.00
BAKER & TAYLOR	LIBRARY MATERIALS	$	2,594.65
BANKERS TRUST COMPANY	CITY CREDIT CARD CHARGES	$	10,137.32
BLACK HILLS ENERGY	GAS	$	663.28
BDI SIGNS	VEHICLE DECAL	$	140.00
SHADRAN INDUSTRIAL	MAY/JUNE 2023 JANITORIAL - CH	$	1,613.34
BOMGAARS	PW/DS/PARKS SUPPLIES	$	3,317.73
CITY OF URBANDALE	WRA INSPECTION FEES 5/28-7/1/23	$	384.75
CITY OF DES MOINES	WRA JULY/AUGUST 2023	$	313,378.00
CIVIL DESIGN ADVANTAGE	PW- PAYMENT #3 - CONTRACT	$	3,872.00
CLIVE POWER EQUIPMENT	SPARE BLADES	$	675.52
COLLECTION SERVICES CENTER	CHILD SUPPORT	$	2,756.84
CONCRETE TECHNOLOGIES INC	SUNSET LANE REPAIRS	$	98.42
CORE & MAIN	CHEMICALS/HYDRANT REPAIR	$	517.20
DES MOINES AREA MPO	FY 2024 ASSESSMENT/DUES	$	18,258.00
DES MOINES REGISTER	LEGAL PUBLICATIONS	$	1,044.03
EDGE COMMERCIAL	WATERWORKS PARK IMPROV PAY #8	$	381,325.85
HOME DEPOT #2115	PW TOOLS	$	418.82
FAREWAY STORES, INC.	PW QUARTERLY EMP APPRCTN/BDAY	$	291.12
EXCEL MECHANICAL CO	GCC AIR CONDITIONING/WATER HEATER	$	4,814.86
CFI SALES	STREET SWEEPER MAINTENANCE	$	1,167.00
GRIMES CHAMBER & ECONOMIC	FIREWORKS 7.4.2023	$	16,300.00
HAWKINS INC.	CHEMICALS FOR WATER DISINFECTION	$	31,606.93
HOOPLA	LIBRARY MATERIALS	$	1,307.17
RELIANT FIRE APPARATUS	FD TENDER 396 REPAIR/SERVICE	$	2,041.43
IMWCA	DEPOSIT WORK COMP 23/24	$	49,740.00
IOWA ASSN OF MUNICIPAL UTIL	SGCIS JULY- SEPT 2023	$	5,592.62
IOWA DEPT OF REVENUE	JUNE 2023 WH/WATER EXCISE/SALES TAX	$	56,864.35
INTEGRATEDPRINT SOLUTIONS	DS ENVELOPES	$	89.00
IOWA DOT	DOT FLYOVER PROJECT/SNOW PLOW BLADES	$	16,538.45
IOWA LEAGUE OF CITIES	MEMBER DUES 7/1/23-6/30/24	$	5,811.00
IOWA PRISON INDUSTRIES	SIGN BLANKS- SPLASH PAD	$	1,595.00
IPERS	IPERS- REGULAR	$	112,927.79
IOWA SIGNAL INC	140 & 37TH NB RED LIGHT REPAIR	$	250.00
KLEENER IMAGE, INC.	BACKFILL ROCK AT GATEWAY LS	$	144.93
KLINE ELECTRIC INC	GOVERNOR'S DAYS/GCC/CHAMBER	$	12,506.87

LEAF	COPIER CONTRACT - DS/PARKS	$	391.31
LIBERTY READY MIX	CONCRETE SUNSET/ENTERPRISE/JAMES	$	14,700.50
LOGAN CONTRACTORS SUPPLY	CONCRETE SUPPLIES	$	3,203.64
LOGOED APPAREL & PROMOTION	SAFETY CLOTHING/PARKS PROGRAMS	$	8,268.56
MAIL SERVICES	UB MONTHLY REMINDER	$	3,560.49
MARTIN MARIETTA AGGREGATE	1 CLEAN" ROCK	$	383.76
MEDIACOM	PW/CH INTERNET AND TV	$	402.17
METRO WASTE AUTHORITY	JUNE 2023 CURB-IT FEE/DUMPSTERS	$	20,123.58
PRIES MATT	RUN FOR FUN JUNE 2023	$	1,116.00
MIDWEST AUTOMATIC FIRE SP	GRIMES LIBRARY APP #2	$	25,460.00
MIDAMERICAN ENERGY	ELECTRIC	$	70,382.19
MISSISSIPPI LIME CO.	QUICKLIME	$	13,411.08
MUNICIPAL SUPPLY, INC.	METERS FOR RESALE	$	20,518.82
NICHOLS EQUIPMENT LLC	GATEWAY LS GROUNDS MAINTENANCE	$	2,049.50
NORTHWAY CORPORATION	WELL #100 REPAIRS	$	48,547.00
O'REILLY AUTO PARTS	SUPPLIES/BATTERY/FUSE	$	643.07
OCLC, INC	LIBRARY MATERIALS	$	2,195.34
OFFICE DEPOT	OFFICE SUPPLIES CH/PW/DS	$	523.63
ONESOURCE BACKGROUND CHECK	BACKGROUND CHECKS HR/PARKS/CH	$	1,628.95
OVERDRIVE, INC01	LIBRARY MATERIALS	$	3,532.32
PETERSON PEST & TERMITE	LIBRARY PEST CONTROL	$	35.00
POLK COUNTY TREASURER	JUNE CONTRACT 2023	$	115,821.83
PLASTIC RECYCLING	GARBAGE CANS	$	1,267.60
RACOM CORPORATION	FD - EDACS ACCESS	$	709.78
RHINER'S PLUMBING	CITY ORDER-STOPBOX WORK	$	2,400.00
SUNBELT RENTALS	GATEWAY LS EQUIPMENT RENTAL	$	1,238.69
TITAN MACHINERY	BACKHOE PARTS	$	79.26
SHRED-IT USA	CITY HALL SHREDDING	$	132.54
SNYDER & ASSOCIATES	E GATEWAY DR/NE DEST/HWY44 TRAIL	$	52,103.24
OLGUIN SAUL	FUEL FOR GCC GENERATOR	$	100.00
SPRAYER SPECIALTIES	SPRAYER FIX	$	136.13
STIVERS FORD	2023 FORD F-250/PARTS/SUPPLIES	$	49,239.30
TAPCO	CROSSWALK REPLACEMENT PARTS	$	1,569.00
UNIQUE MANAGEMENT SERVICE	LIBRARY COLLECTION SERVICES	$	23.30
UNPLUGGED WIRELESS	RADIO FOR NEW TRUCK	$	704.95
UNITED CONTRACTORS, INC	CRUSHER FINES BACKFILL	$	126.01
UNITED RENTALS	GATEWAY LIFT STATION MAINTENANCE	$	1,105.00
US WATER	JUNE 2023 SERVICES	$	76,450.63
CINTAS CORPORATION - #762	SAFETY CABINETS CH/DS/PW	$	356.82
USA BLUE BOOK	PW SUPPLIES	$	803.52
VERIZON WIRELESS	CITY CELL PHONES & HOT SPOTS	$	712.74
VEENSTRA AND KIMM, INC.	WRA CONNECTOR PYMT #55	$	25,031.74
VAN MAANEN ELECTRIC, INC	CITY TRAFFIC SIGNAL/LIBRARY/TRAFFIC	$	260,009.42
VAN METER INC.	N JORDAN WELL REPAIR	$	28,879.19
VAN WALL EQUIPMENT	PARKS VICON SPREADER/SUPPLIES	$	2,545.25
WHITFIELD & EDDY	CITY OF GRIMES - ATTORNEY FEES	$	94.00
WILLIAMS SCOTSMAN, INC	FD MOBILE OFFICE	$	458.06

WRIGHT OUTDOOR SOLUTIONS	EAB TREATMENT	$	3,848.00
ZIEGLER	NW LIFT STATION/GCC GENERATOR REPAIR	$	977.68
ELM USA	LIBRARY DISC BUFFER	$	25.00
CENTURY LINK	PHONE	$	1,980.98
ROGNES CORP	WRA CONNECTOR - CONTRACT 3 #9	$	256,820.91
ENVISIONWARE	LIBRARY SELF CHECK RFID SERVICE	$	4,778.05
INFOMAX OFFICE SYSTEMS	LIBRARY COPIER CONTRACT	$	377.13
IOWA DEPT. NAT. RESOURCES	ANNUAL WATER FEE FOR 2024	$	1,693.60
EFTPS	FED/FICA TAX	$	125,779.93
KANOPY INC	LIBRARY MATERIALS	$	40.00
CSG FORTE PAYMENTS, INC	CC FEES	$	4,258.98
BENTLEY RIDGE TREE FARM	PARKS - PERRENIALS	$	126.00
DES MOINES ASPHALT & PAVEMT	NW 107TH ST HMA OVERLAY PMT #1	$	483,418.56
ZIMCO	GREEN ACTIVATOR	$	520.00
UMB BANK, N.A.	BOND FEES	$	3,000.00
MENARDS	PW/PARKS/FD/DS SUPPLIES	$	1,504.71
MI-FIBER, LLC	INTERNET	$	98.90
BOLTON AND MENK INC	HWY44/SW CNTY LINE IMPRVM #39	$	1,841.00
MCCLURE ENGINEERING	WATER SYS IMPROV PHASE 1A #11	$	76,239.09
BULK TRANSPORT CO EAST	DELIVERY OF LIME	$	4,612.05
COPY SYSTEMS INC	FD COPIER CONTRACT	$	39.00
SHANK CONSTRUCTORS INC	WRA CONNECTOR - CONTR 4 PMT 16	$	474,905.50
INVISION	LIBRARY CONSTRUCTION ADMINISTRATION	$	8,051.37
VOYA	DEFER COMP PRE	$	5,953.84
FOTH INFRASTRUCTURE & ENV	SE11TH/S JAMES/SEWER STUDY/NW8TH	$	114,672.42
TENNAL MIKLANNET	VOLLEYBALL CAMP JUNE 2023	$	1,200.00
AIG	DEFER COMP ROTH	$	1,645.00
HORACE MANN	DEFER COMP ROTH	$	650.00
MASSMUTUAL	DEFER COMP PRE	$	4,316.00
STRAUSS SECURITY SOLUTION	LOCKS FOR GATEWAY LIFT DOORS	$	49.00
NILLES ASSOCIATES	DRAINAGE IMPROVEMENT PROJECTS	$	30,608.25
LUMEN CENTURY LINK	PHONES	$	604.88
MSA PROFESSIONAL SERVICES	SE JACOB RECONSTR/STORM SW #9	$	38,093.20
LIFETIME ATHLETIC	TENNIS CAMP JULY 10-13	$	1,836.00
ENCODEPLUS, LLC	CODIFICATION SERVICES	$	270.00
ELECTRIC PUMP	PANEL RPR @ GATEWAY LIFT STATION	$	7,770.48
REDBUD LLC	JUNE-MOW&HERBICIDE SERVICES	$	21,616.25
ANKENY SANITATION	GOVERNOR'S DAYS SANITATION SER	$	5,621.75
ACME TOOLS	PW TOOLS	$	229.00
RELIABLE MAINTENANCE CO	GCC CLEANING JUNE 2023	$	3,100.00
WAUKEE POWER EQUIPMENT	MOWER MAINTENANCE	$	1,519.94
GRAPHITE CONSTRUCTION GRP	GRIMES LIBRARY APP #15	$	107,528.09
SCENTAIR TECHNOLOGIES	GCC/PW ION SERVICE 7-10 TO 8-9-23	$	616.00
RENEWABLE ENERGY GROUP	FUEL- STREETS/FD/DS/PARKS	$	8,222.50
EBS	AUGUST 2023 PREMIUMS	$	75,992.76
SYNERGY FIRE & SAFETY	HAULING SLUDGE TO WRA	$	35,119.46
BAKER GROUP	CITY ACCESS KEY FOBS	$	851.20

MUSCO SPORTS LIGHTING	LASER GRADING NORTH	$	2,000.00
THE WEITZ COMPANY	GRIMES LIBRARY APP #17	$	75,174.03
CENTRAL IOWA OFFICIALS	OFFCIAL PAYMENTS FOR LEAGUE	$	315.00
CITY OF GRIMES FLEX	EMPLOYEE FLEX SPENDING	$	9,535.67
SJ LOUIS CONSTRUCTION	WRA CONNECTOR CONTRACT #1 #16	$	104,834.79
AMC MECHANICAL INC	GRIMES LIBRARY APP #11	$	83,563.04
FORREST & ASSOCIATE, INC	GRIMES LIBRARY PAYMENT #7	$	137,743.11
EAGLEVIEW	IMAGERY LICENSE PAYMENT 1/2	$	6,120.00
TUCKER WHITNEY	MILEAGE REIMBURSEMENT	$	80.57
S.M. HENTGES & SONS INC	WRA CONNECTOR - CONTRACT 2 #11	$	46,033.91
FORMAN FORD	GRIMES LIBRARY APP #9	$	75,207.93
HEARTLAND BUSINESS	MONTHLY OFFICE 365	$	2,596.74
BAKER ELECTRIC	N JORDAN WELL REPAIR/INSURANCE	$	57,250.00
CITY OF GRIMES HSA	HSA DEDUCTION	$	1,019.18
SOYER, MICHELLE	YOGA INSTRUCTOR PAYMENT	$	504.00
DUNCAN, DANELL	ART CAMP INSTRUCTOR PAYMENT	$	4,725.00
PERFORMANCE CONTRACTING	GRIMES LIBRARY DRAW #8	$	195,757.00
SPORTS FACILITIES DEVELOPMT	GRIMESPLEX SERVICES	$	29,333.00
COGLEY LLC	WALLACE BUILDINGS DEMO #2 ISSUE	$	27,778.00
AMAZON	DS/LIBRARY/PW SUPPLIES	$	494.88
PITNEY BOWES LEASE	METER POSTAGE	$	8.50
PIGOTT	CHILDRENS COMPUTER/DESK/PODIUM	$	5,046.78
SIDEKICK DEVELOPMENT	OWNERS REP - JUNE 2023	$	10,000.00
SVPA ARCHITECTS	GRIMESPLEX	$	21,453.59
ARAMARK	GCC RUG SERVICE 6-16-23	$	93.83
RINGCENTRAL, INC.	CITY PHONE SERVICES/DS PHONE	$	3,175.77
US CELLULAR	LIBRARY HOT SPOTS	$	532.30
REILLY CONSTRUCTION CO	SE JACOB ST RECONSTRUCT #8	$	383,353.50
STERNQUIST CONSTRUCTION	SE TRAIL RIDGE ROAD RECONST #2	$	59,538.93
KIRKHAM MICHAEL & ASSOC	ENGINEERING FOR GLENSTONE	$	5,845.00
HOWREY CONSTRUCTION INC	HWY 44 TRAIL EXTENSION #2	$	187,293.50
ECO WORKS SUPPLY	SOFTBALL PITCHING MATS	$	21,122.00
MOFFAT ROSS	YOUTH SOCCER CLINIC PAYMENT	$	928.00
JENSEN EDWARD	SWAG PROGRAM REIMBURSEMENT	$	75.00
DEPOSIT REFUNDS	UB REFUNDS 07/06/2023	$	1,338.02
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	$	360,664.20
	CLAIMS TOTAL	**$**	**5,784,140.93**
	GENERAL FUND	$	784,320.67
	LIBRARY FUND	$	68,633.02
	ROAD USE TAX FUND	$	570,318.90
	EMPLOYEE BENEFITS FUND	$	106,339.60
	DEBT SERVICE FUND	$	3,000.00
	CP - GRIMES COMMUNITY COM FUND	$	3,872.00
	KENNYBROOK PK WQI IMPRV FUND	$	1,971.25
	WRA SANI SEWER PHASE 1 FUND	$	130,251.28
	19TH ST SEWER EXTENSION FUND	$	13,727.50

	HWY44 & COUNTY LN RD 2020 FUND	$	5,488.12
	ANNUAL SIGNAL IMPROVEMENT FUND	$	180,473.64
	ANNUAL WATER MAIN REPLACE FUND	$	7,930.00
	SPLASH PAD FUND	$	381,325.85
	GRIMES LIBRARY BLDG FUND	$	789,420.01
	SANI SEWER STUDY FUND	$	6,404.00
	TRAFFIC SIGNAL EQUIPMENT FUND	$	3,008.40
	WRA SANI SWR PHASE 2 FUND	$	46,033.91
	WRA SANI SEWER PHASE 3 FUND	$	256,820.91
	WRA SANI SWR PHS 4 FUND	$	474,905.50
	WALLACE FARM FUND	$	27,778.00
	JACOB ST OVERLAY PROJ FUND	$	410,233.50
	GRIMESPLEX FUND	$	63,328.80
	SE 11TH & JAMES FUND	$	89,777.20
	11TH & GATEWAY SIGNAL FUND	$	32,135.65
	N JORDAN WELL REPAIRS FUND	$	86,119.77
	BLDG ACCESS CONTROL PROJ FUND	$	851.20
	WATER PRODUCTION PROJECTS FUND	$	76,239.09
	NE DEST/NE BVRBROOKE IMP FUND	$	7,638.28
	SE TRL RDG RD RECONSTRUCT FUND	$	62,822.13
	HWY TRL EXT TO SCHOOL FUND	$	199,622.81
	FIRE STATION FUND	$	18,579.79
	SEWER COMPLIANCE PROJECT FUND	$	35,119.46
	EQUIP REVOLVING PROGRAM FUND	$	48,204.77
	WATER FUND	$	272,845.45
	WATER DEPOSITS FUND	$	961.93
	SEWER FUND	$	444,290.10
	LANDFILL/GARBAGE FUND	$	21,854.80
	STORM WATER FUND	$	51,493.64
		$	**5,784,140.93**

JUNE 2023 MONTHLY REVENUE	GENERAL FUND	449,179.44
	LIBRARY FUND	3,035.63
	ROAD USE TAX FUND	237,728.07
	EMPLOYEE BENEFITS FUND	12,436.45
	LOCAL OPTION SALES TAX FUND	256,284.82
	TAX INCREMENT FINANCE FUND	12,978.15
	ECONOMIC DEV REV LOAN FUND	1,069.70
	DEBT SERVICE FUND	6,411.26
	CAPITAL PROJECTS FUND	6,448,600.48
	WATER FUND	470,723.67
	SEWER FUND	316,286.15
	LANDFILL/GARBAGE FUND	64,918.90
	STORM WATER FUND	69,117.87
		8,348,770.59

AMAZON CLAIMS 07.25.23		
Charges	**Amount**	**Description**
Public Works	$17.58	Office Supplies
	$84.72	Locating Wand
Library	$130.20	Materials
	$27.98	Programming Supplies
	$43.96	Lanyards
Dev. Services	$190.44	Office Supplies
	$494.88	

Bankers Trust Credit Cards			
City of Grimes			
7015	$ 60.00	Costco	Parks membership
	$ 232.74	Walmart	Office Supplies
Parks & Rec			
8062	$63.70	Walmart	Movie/Crafts/Snacks for Summer Adventures
	$928.00	Iowa Cubs	Summer Adventures Admission
	$40.00	Iowa STMA	Fort Dodge Workshop - Miller
	$5.00	Principal Park - Iowa Cubs	Summer Adventures - participant water bottle
	$312.00	West Des Moines Aquatic	Summer Adventures Admission
	$282.00	Blank Park Zoo	Summer Adventures Admission
	$480.00	Swank Motion Pictures	Move license - Heritage Park event
	$575.00	Skate South	Summer Adventures Admission
	$357.12	City of Clive Aquatics	Summer Adventures Admission
	$85.00	Home Depot	Sod Cutter Rental
	$322.00	Adel Family Fun Center	Summer Adventures Admission
	$310.00	West Des Moines RECPLEX	Summer Adventures Admission
Dev Serv - Alex			
8047	$15.21	USPS	Certifiied Mail - Code Enforcement
	$63.05	Office Nameplates	Nameplates
Dev Serv - Matt			
4515	$829.00	APWA PWX Conference	Registration - Ahrens
	$453.40	United Airlines	Conference travel - Ahrens
Public Works			
8021	$829.00	APWA PWX Conference	Registration - Hensley
	$447.23	Fareway	Water for residents without water
	$100.01	Kum & Go	Fuel during power outage
Library			
8070	$2,850.45	Hyatt Regency	Conference Hotel-Cail/Jana/Cierra
	$83.01	Love's - BP - IL Tollway	Conference Travel-gas/tolls
	$34.00	Facebook	Boost ad for hiring
	$83.66	Godfather's Pizza	Pizza for SRP
	$132.00	Microsoft	SPAM filter auto renewal
	$19.78	Walmart	Program supplies
	$85.20	Primo Water	Water Cooler
	$150.96	StorageMart	Storage
	$155.31	Destination Grille	ALA Meeting
	-$530.00	Califa Group	RIPL Refund
Adminstrator			
1611	$ 20.00	CHATGPT Subscription	Subscription

	$ (3.60)	Destination Grille	Metro Managers Meeting credit
City Hall			
4531	$81.38	Iowa Land Records	Recordings
	$136.86	Wal-Mart	Office supplies - Water Plant
	$8.37	USPS	Certified Mail
Rob Fox			
4523	$0.48	Microsoft	Monthly charge for DNS service
	$40.00	Cognito	Team subscription
Total	$10,137.32		

Monthly Finance Report

June 2023

TREASURER'S REPORT
CALENDAR 6/2023, FISCAL 12/2023

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
001	GENERAL	15,410,876.82	449,179.44	3,747,725.76	.00	12,112,330.57
002	LIBRARY FUND	351,593.47	3,035.63	97,445.94	.00	257,183.16
005	FIRE/RESCUE AUXILIARY	.00	.00	.00	.00	.00
110	ROAD USE TAX	4,049,318.38	237,728.07	532,824.69	.00	3,754,221.76
112	EMPLOYEE BENEFITS	1,553,137.81	12,436.45	192,470.36	.00	1,373,103.83
119	EMERGENCY FUND	.00	.00	.00	.00	.00
121	LOCAL OPTION SALES TAX	2,211,463.75	256,284.82	.00	.00	2,467,748.57
125	TAX INCREMENT FINANCING	1,285,349.33	12,978.15	.00	.00	1,298,327.48
160	HOTEL/MOTEL/ECON DEV	281,162.47	.00	9,238.74	.00	271,923.73
161	ECO DEVELOPMENT REVOLVING	180,111.80	1,069.70	.00	.00	181,181.50
167	RESTRICTED GIFTS	96,543.03	.00	5,039.69	.00	91,503.34
170	FEMA - FIRE DEPT	34,239.98	.00	.00	.00	34,239.98
200	DEBT SERVICE	906,139.56	6,411.26	1,050.00	.00	911,500.82
301	CAPITAL PROJECT FUND	6,587.32	.00	.00	.00	6,587.32
302	CP - ROAD DEVELOPMENT	3,020.07	.00	.00	.00	3,020.07
303	CP - WALLACE	.00	.00	.00	.00	.00
304	STM WATER MASTER PLAN	150,318.53	.00	.00	.00	150,318.53
305	CP - MAIN STREET	.00	.00	.00	.00	.00
306	CP - PRAIRIE/LITTLE BEAVE	.00	.00	.00	.00	.00
307	CP - STORM WATER	110,418.26	.00	.00	.00	110,418.26
308	CP-SW COUNTY LINE ROAD	.00	.00	.00	.00	.00
309	CP - PARKS	818,288.18	1,011.39	.00	.00	819,299.57
310	CP - FIRE	.00	.00	.00	.00	.00
311	CP - DOWNTOWN	.00	.00	.00	.00	.00
312	CP - S JAMES/SE 37TH ST	.00	.00	.00	.00	.00
313	CP - GRIMES COMMUNITY COM	393,474.99	.00	2,749.50	.00	390,725.49
314	CP-NE GATEWAY/HOPE COMM	.00	.00	.00	.00	.00
315	CP N COMPLEX SANI CONNECT	4,808.51	.00	.00	.00	4,808.51
316	CP - WATER CAP IMPROVEMNT	.00	.00	.00	.00	.00
317	CP - COMP PLAN	11,721.80	.00	.00	.00	11,721.80
318	CP - CITY HALL	.00	.00	.00	.00	.00
319	KENNYBROOK PK WQI IMPRV	3,000.03	.00	.00	.00	3,000.03
320	CP-New Jordan Well 2019	7,800.05	.00	.00	.00	7,800.05
321	CP- ASR 2019	.00	.00	.00	.00	.00
322	CP-16" Water Main	.00	.00	.00	.00	.00
323	CP-Water Tower 2019	13,807.15-	.00	.00	.00	13,807.15-
324	CP-Water Plant Exp 2019	1,202.10-	.00	.00	.00	1,202.10-
325	SE 37TH HWY 141 PROJECT	.00	.00	.00	.00	.00
326	2019 OVERLAY PROJECT	.00	.00	.00	.00	.00
327	SE 19TH & SW CO OVERLAY	.00	.00	.00	.00	.00
328	WRA SANI SEWER PHASE 1	13,357.97-	686,655.44	705,149.19	.00	31,851.72-
329	NW TERRITORY LIFT STATION	.00	.00	.00	.00	.00
330	GIS MAPPING	.00	.00	.00	.00	.00
331	19TH ST SEWER EXTENSION	1,041,479.73	.00	3,500.00	.00	1,037,979.73
332	ROAD USE EQUIPMENT	336,882.00	.00	336,882.00	.00	.00
333	WRA PARALLEL SEWER	.00	.00	.00	.00	.00
334	HWY44 & COUNTY LN RD 2020	102,135.58	.00	7,281.41	.00	94,854.17
335	ANN SANI SEWER I&I REHAB	250,000.00	.00	.00	.00	250,000.00
336	SE 11th ST RR/James 2019	797.50-	.00	.00	.00	797.50-
337	CP-N MAIN & BEAVERBK SIG	.00	.00	.00	.00	.00
338	FY20 Drain prj 2nd/beaver	.00	.00	.00	.00	.00
339	HWY 141 & HWY 44 SIGNAL	262,697.50-	.00	.00	.00	262,697.50-
340	ANNUAL SIGNAL IMPROVEMENT	153,922.34-	.00	.00	.00	153,922.34-

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
341	HWY 44 STUDY	35,600.00-	.00	.00	.00	35,600.00-
342	WATER SYSTEM STUDY	9,500.00-	.00	.00	.00	9,500.00-
343	JAMES ST CORRIDOR STUDY	.00	.00	.00	.00	.00
344	PAVEMENT COND ANALYSIS	.00	.00	.00	.00	.00
345	ANNUAL WATER MAIN REPLACE	703,159.05	2,225.06	44,690.00	.00	660,694.11
346	HW TRAIL EXTENSION	5,000.00	.00	.00	.00	5,000.00
347	N SPORTS COMPLEX PARKING	5,444.39	.00	.00	.00	5,444.39
348	SPLASH PAD	1,801,724.13	.00	329,781.27	.00	1,471,942.86
349	SE 6TH & S JAMES INTERSEC	1,663.25	.00	.00	.00	1,663.25
350	GRIMES LIBRARY BLDG FUND	711,827.11	1,281,446.60	709,940.59	29,141.25-	1,254,191.87
351	37TH ST IMPROVEMENTS	.00	.00	.00	.00	.00
352	TRL RDG/BEAV/JACOB WTR MN	.00	.00	.00	.00	.00
353	SANI SEWER STUDY	25,282.64-	.00	.00	.00	25,282.64-
354	ANNUAL PCC PATCHING	.00	.00	.00	.00	.00
355	TRAFFIC SIGNAL EQUIPMENT	18,510.00	.00	.00	.00	18,510.00
356	ANNUAL PAVEMENT PRESERVE	75,000.00	.00	.00	.00	75,000.00
357	S CMPLX IRRIGATION PROJ	.00	.00	.00	.00	.00
358	ANN TRAIL IMPRV & PLAN	531,933.34	809.11	.00	.00	532,742.45
359	EMERGENCY WATER MAIN	.00	.00	.00	.00	.00
360	19TH ST WATER MAIN	.00	.00	.00	.00	.00
361	WW PLANT MBDR RETROFIT	28,926.53-	.00	.00	.00	28,926.53-
362	WRA SANI SWR PHASE 2	8,550.00-	246,981.24	246,981.24	.00	8,550.00-
363	WRA SANI SEWER PHASE 3	2,264.20-	.00	.00	.00	2,264.20-
364	WRA SANI SWR PHS 4	.00	235,379.16	235,379.16	.00	.00
365	WALLACE FARM	1,061,407.21	.00	6,467.70	.00	1,054,939.51
366	JACOB ST OVERLAY PROJ	795,426.48	1,618.22	267,105.60	.00	529,939.10
367	GRIMESPLEX	12,304,257.06	1,187,177.70	6,019,480.41	.00	7,471,954.35
368	TRL RDG/BEAVER WATER MAIN	.00	.00	.00	.00	.00
369	SE 11TH & JAMES	6,316,472.92	20,595.34	96,996.39	.00	6,240,071.87
370	19th & Gateway signal	300,000.00	.00	.00	.00	300,000.00
371	11TH & GATEWAY SIGNAL	288,257.07	.00	19,471.82	.00	268,785.25
372	N JORDAN WELL REPAIRS	.00	.00	.00	.00	.00
373	BLDG ACCESS CONTROL PROJ	453,391.53	1,011.39	15,000.00	.00	439,402.92
374	WATER PRODUCTION PROJECTS	821,622.59	.00	87,318.83	.00	734,303.76
375	NE DEST/NE BVRBROOKE IMP	144,202.75-	.00	12,788.50	.00	156,991.25-
376	SE TRL RDG RD RECONSTRUCT	1,717,009.12	3,236.45	242,231.29	.00	1,478,014.28
377	HWY TRL EXT TO SCHOOL	419,580.45	.00	149,410.82	.00	270,169.63
378	FIRE STATION	1,144,638.35	.00	5,000.00	.00	1,139,638.35
379	100TH ST WIDENING	1,860,613.08	7,888.82	118,100.79	.00	1,750,401.11
380	HWY 141 CORR/INTERS STDY	100,574.37	404.56	.00	.00	100,978.93
381	NO COUNTY LINE WATER MAIN	.00	.00	.00	.00	.00
382	GROUND STORAGE RESERVOIR	.00	.00	.00	.00	.00
383	JAMES ST WTP WATER MAIN	.00	.00	.00	.00	.00
384	SEWER COMPLIANCE PROJECT	64,542.95	.00	87,390.70	.00	22,847.75-
399	EQUIP REVOLVING PROGRAM	364,312.75	2,772,160.00	.00	.00	3,136,472.75
600	WATER	9,257,747.44	466,566.32	372,598.76	.00	9,351,715.00
601	WATER DEPOSITS	224,185.40	4,157.35	100.00	.00	228,242.75
602	WATER SINKING	2,396,675.44	.00	1,771,006.46	.00	625,668.98
603	WATER REC BOND	183,629.96	.00	.00	.00	183,629.96
610	SEWER	5,114,736.16	316,286.15	331,507.55	.00	5,099,514.76
611	SEWER SINKING	1,273,214.85	.00	445,110.41	.00	828,104.44
670	LANDFILL/GARBAGE	704,947.89	64,918.90	126,848.64	.00	643,018.15
740	STORM WATER	2,814,311.40	69,117.87	214,005.47	.00	2,669,423.80

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
750	GRIMESPLEX	349,765.00	.00	.00	.00	349,765.00
	Report Total	83,085,341.51	8,348,770.59	17,596,069.68	29,141.25-	73,808,901.17

BALANCE SHEET
CALENDAR 6/2023, FISCAL 12/2023

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL	3,298,784.38-	7,411,220.29
002-000-1110	CASH - LIBRARY	94,410.31-	257,183.16
110-000-1110	CASH - ROAD USE	295,096.62-	3,754,221.76
112-000-1110	CASH - EMPLOYEE BENEFITS	177,218.93-	1,361,571.45
121-000-1110	CASH - LOCAL OPTION SALES TAX	256,284.82	2,467,748.57
125-000-1110	CASH - TIF	12,978.15	1,298,327.48
160-000-1110	CASH - HOTEL/MOTEL/ECON DEV	9,238.74-	271,923.73
161-000-1110	CASH - ECO DEVELOP REVOLVING L	1,069.70	181,181.50
167-000-1110	CASH - LIBRARY RESTRICTED GIFT	5,039.69-	91,503.34
170-000-1110	CASH - FEMA/FIRE DEPT		34,239.98
200-000-1110	CASH - DEBT SERVICE	5,361.26	908,007.12
301-000-1110	CASH - CAPITAL PROJECTS		6,587.32
302-000-1110	CASH - CP - ROAD DEVELOPMENT		3,020.07
304-000-1110	CASH-STM WATER MASTER PLAN		150,318.53
307-000-1110	CASH - CP - STORM WATER		110,418.26
309-000-1110	CASH - CP - PARKS		565,642.36
313-000-1110	CASH - CP - GRIMES COMM COMPLE	2,749.50-	390,725.49
315-000-1110	CASH -N COMPLEX SANI CONNECT		4,808.51
317-000-1110	CASH - COMP PLAN		11,721.80
319-000-1110	CASH-KENNYBROOK PK WQI IMP		3,000.03
320-000-1110	CASH-NEW JORDAN WELL 2019		7,800.05
323-000-1110	CASH-WATER TOWER 2019		13,807.15-
324-000-1110	CASH- WATER PLANT EXP 2019		1,202.10-
328-000-1110	CASH-WRA SANI SEWER PHASE 1	18,493.75-	31,851.72-
331-000-1110	CASH-19TH ST SEWER EXTENSION	3,500.00-	1,037,979.73
332-000-1110	CASH-ROAD USE EQUIPMENT	336,882.00-	
334-000-1110	CASH-HWY 44 & CO LINE RD 2020	7,281.41-	94,854.17
335-000-1110	CASH-ANN SANI SWR I&I REHAB		250,000.00
336-000-1110	CASH-SE 11TH RR/JAMES 2019		797.50-
339-000-1110	HWY 141 & HWY 44 SIGNAL CASH		262,697.50-
340-000-1110	ANNUAL SIGNAL IMPROVEMENT CASH		153,922.34-
341-000-1110	HWY 44 STUDY CASH		35,600.00-
342-000-1110	WATER SYSTEM STUDY CASH		9,500.00-
345-000-1110	CASH ANNUAL WATER MAIN REPLACE	44,690.00-	155,310.00
346-000-1110	CASH HWY 44 TRAIL EXTENSION		5,000.00
347-000-1110	CASH N SPORTS COMPLEX PARKING		5,444.39
348-000-1110	CASH SPLASH PAD	329,781.27-	1,471,942.86
349-000-1110	SE 6TH & JAMES INTERSEC CASH		1,663.25
350-000-1110	GRIMES LIB BLDG CASH	542,364.76	1,254,191.87
353-000-1110	CASH SANI SEWER STUDY		25,282.64-
355-000-1110	CASH TRAFFIC SIGNAL EQUIPMENT		18,510.00
356-000-1110	CASH ANNUAL PAVEMENT PRESERVE		75,000.00
358-000-1110	ANN TRAIL IMP & PLANN CASH		330,784.59
361-000-1110	WW PLANT MBDR RETROFIT CASH		28,926.53-
362-000-1110	WRA SANI SEWER PHASE 2 CASH		8,550.00-
363-000-1110	WRA SANI SWR PHS 3 CASH		2,264.20-
365-000-1110	WALLACE FARM CASH	6,467.70-	1,054,939.51
366-000-1110	JACOB ST OVERLAY CASH	267,105.60-	126,023.39
367-000-1110	GRIMESPLEX CASH	5,670,000.63	2,409,776.65
369-000-1110	SE 11TH & JAMES CASH	96,996.39-	1,207,641.61
370-000-1110	19TH & GATEWAY SIGNAL CASH		300,000.00

BALANCE SHEET
CALENDAR 6/2023, FISCAL 12/2023

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
371-000-1110	11TH & GATEWAY SIGNAL CASH	19,471.82-	268,785.25
373-000-1110	BLDG ACCESS CONT PROJ CASH	15,000.00-	186,955.60
374-000-1110	WTR PRODUCTION PROJECTS CASH	87,318.83-	734,303.76
375-000-1110	NE DEST/NE BVRBROOKE IMP CASH	12,788.50-	156,991.25-
376-000-1110	SE TRL RDG RD RECONSTRUCT CASH	242,231.29-	770,470.04
377-000-1110	HWY 44 TRL EXT SCHOOL CASH	149,410.82-	270,169.63
378-000-1110	FIRE STATION CASH	5,000.00-	1,139,638.35
379-000-1110	100TH ST WIDENING CASH	118,100.79-	118,400.79-
384-000-1110	SEWER COMPLIANCE CASH	87,390.70-	22,847.75-
399-000-1110	EQUIP REVOLVING PROG CASH	2,772,160.00	3,136,472.75
600-000-1110	CASH - WATER	92,649.68	6,649,078.01
601-000-1110	CASH - WATER DEPOSITS	4,057.35	225,803.54
602-000-1110	CASH - WATER SINKING	1,771,006.46-	625,668.98
603-000-1110	CASH - WATER REC BOND		183,629.96
610-000-1110	CASH - SEWER	17,605.89-	1,864,257.60
611-000-1110	CASH - SEWER SINKING	445,110.41-	828,104.44
670-000-1110	CASH - SOLID WASTE	61,929.74-	643,018.15
740-000-1110	CASH - STORM WATER	144,887.60-	2,623,056.93
750-000-1110	CASH - GRIMESPLEX		349,765.00
	CASH TOTAL	1,185,937.21	48,716,769.34
112-000-1111	CASH - FLEX	2,815.05-	11,532.38
	CASH TOTAL	2,815.05-	11,532.38
001-000-1130	RESERVES - PARK CAP IMPROVE		234,812.58
600-000-1130	RESERVES - WATER TAPPING		605,712.67
610-000-1130	RESERVES - SEWER TAPPING		91,535.73
	RESERVES TOTAL	.00	932,060.98
001-000-1131	RESERVES - FIRE CAP IMPROVE		78,304.09
600-000-1131	RESERVES - WATER		35,000.00
	RESERVES TOTAL	.00	113,304.09
001-000-1132	RESERVES - RESCUE CAP IMPROVE		16,218.47
	RESERVES TOTAL	.00	16,218.47
001-000-1133	RESERVES - PARK & REC GOAL		6,365.17
	RESERVES TOTAL	.00	6,365.17

BALANCE SHEET
CALENDAR 6/2023, FISCAL 12/2023

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
001-000-1150	CASH - IPAIT	238.13	60,546.85
200-000-1150	CASH - IPAIT		3,493.70
309-000-1150	CASH - IPAIT	1,011.39	253,657.21
345-000-1150	CASH - IPAIT	2,225.06	505,384.11
358-000-1150	CASH - IPAIT	809.11	201,957.86
366-000-1150	CASH - IPAIT	1,618.22	403,915.71
367-000-1150	CASH - IPAIT	76,374.37-	
369-000-1150	CASH - IPAIT	2,022.78	462,994.53
373-000-1150	CASH - IPAIT	1,011.39	252,447.32
376-000-1150	CASH - IPAIT	3,236.45	707,544.24
379-000-1150	CASH - IPAIT	7,888.82	1,868,801.90
380-000-1150	CASH - IPAIT	404.56	100,978.93
	CASH - IPAIT TOTAL	55,908.46-	4,821,722.36
367-000-1155	CASH - IPAIT HI-YIELD	10,425,928.97-	5,062,177.70
369-000-1155	CASH - IPAIT HI-YIELD	18,572.56	4,569,435.73
	CASH - IPAIT HI-YIELD TOTAL	10,407,356.41-	9,631,613.43
600-000-1160	SAVINGS - WATER TAPPING		992,293.30
740-000-1160	SAVINGS - STORM WATER		46,366.87
	SAVINGS TOTAL	.00	1,038,660.17
610-000-1161	SAVINGS - SEWER TAPPING	2,384.49	1,057,340.67
	SAVINGS - RACCOON TOTAL	2,384.49	1,057,340.67
600-000-1162	SAVINGS - VISION	1,317.88	1,069,631.02
	SAVINGS - VISION TOTAL	1,317.88	1,069,631.02
601-000-1170	WATER DEPOSIT CD 25712		2,439.21
	CD'S - CITY STATE TOTAL	.00	2,439.21
001-000-1171	CEMETERY CD 1 304927		31,591.49
001-000-1172	CEMETERY CD 3 222910		20,211.26
001-000-1173	CEMETERY CD 12014736		20,759.95
	CD'S BANKERS TRUST TOTAL	.00	72,562.70
001-000-1174	CD# 12510837 - GENERAL		2,116,150.21

BALANCE SHEET
CALENDAR 6/2023, FISCAL 12/2023

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
	CD# 12510837 - GENERAL TOTAL	.00	2,116,150.21
001-000-1175	CD# 12396252 - GENERAL		2,116,150.21
	CD# 12396252 - GENERAL TOTAL	.00	2,116,150.21
610-000-1178	CHARTER SEW TAP CD		2,086,380.76
	CHARTER SEW TAP CD TOTAL	.00	2,086,380.76
	TOTAL CASH	9,276,440.34-	73,808,901.17

BUDGET REPORT
CALENDAR 6/2023, FISCAL 12/2023

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,423,248.00	115,821.83	1,386,042.13	97.39	37,205.87
	FIRE TOTAL	744,558.00	121,311.62	843,533.06	113.29	98,975.06-
	AMBULANCE TOTAL	2,011,543.00	249,674.53	1,721,941.82	85.60	289,601.18
	BUILDING INSPECTIONS TOTAL	1,708,039.00	175,827.33	1,572,988.14	92.09	135,050.86
	ANIMAL CONTROL TOTAL	.00	.00	224.45	.00	224.45-
	PUBLIC SAFETY TOTAL	5,887,388.00	662,635.31	5,524,729.60	93.84	362,658.40
	ROADS, BRIDGES, SIDEWALKS TOTA	2,912,930.00	249,793.44	2,280,820.46	78.30	632,109.54
	STREET LIGHTING TOTAL	252,500.00	31,043.29	197,068.90	78.05	55,431.10
	TRAFFIC CONTROL & SAFETY TOTA	35,000.00	5,302.65	20,357.66	58.16	14,642.34
	SNOW REMOVAL TOTAL	384,380.00	5,557.73	123,875.62	32.23	260,504.38
	PUBLIC WORKS TOTAL	3,584,810.00	291,697.11	2,622,122.64	73.15	962,687.36
	WATER,AIR,MOSQUITO CONTRO TOTA	8,000.00	.00	.00	.00	8,000.00
	HEALTH & SOCIAL SERVICES TOTA	8,000.00	.00	.00	.00	8,000.00
	LIBRARY TOTAL	1,069,876.00	117,866.31	916,898.40	85.70	152,977.60
	PARKS TOTAL	699,550.00	55,565.80	558,702.85	79.87	140,847.15
	NORTH COMPLEX TOTAL	50,000.00	1,903.62	43,147.38	86.29	6,852.62
	SOUTH COMPLEX TOTAL	50,000.00	3,551.10	45,586.46	91.17	4,413.54
	RECREATION TOTAL	313,745.00	40,146.70	378,441.63	120.62	64,696.63-
	REC - YOUTH PROGRAMS TOTAL	45,000.00	2,449.65	12,339.20	27.42	32,660.80
	REC - YOUTH SPORTS TOTAL	.00	.00	9,001.66	.00	9,001.66-
	REC - ADULT PROGRAMS TOTAL	6,600.00	71.28	368.88	5.59	6,231.12
	REC - ADULT SPORTS TOTAL	.00	240.00	5,071.58	.00	5,071.58-
	CEMETERY TOTAL	65,029.00	16,015.00	23,735.69	36.50	41,293.31
	GCC-GRIMES COMM COMPLEX TOTAL	273,133.00	21,953.75	168,850.42	61.82	104,282.58
	GRIMESPLEX TOTAL	368,500.00	72,576.61	274,707.82	74.55	93,792.18
	CULTURE & RECREATION TOTAL	2,941,433.00	332,339.82	2,436,851.97	82.85	504,581.03
	ECONOMIC DEVELOPMENT TOTAL	4,338,484.00	65,827.63	3,348,574.95	77.18	989,909.05
	COMMUNITY & ECONOMIC DEV TOTA	4,338,484.00	65,827.63	3,348,574.95	77.18	989,909.05
	MAYOR/COUNCIL/CITY MGR TOTAL	322,624.00	29,035.75	300,495.36	93.14	22,128.64
	CLERK/TREASURER/ADM TOTAL	761,299.00	84,359.33	769,524.71	101.08	8,225.71-
	ELECTIONS TOTAL	28,500.00	.00	21,900.00	76.84	6,600.00
	LEGAL SERVICES/ATTORNEY TOTAL	268,000.00	7,006.62	238,286.22	88.91	29,713.78
	CITY HALL/GENERAL BLDGS TOTAL	301,200.00	11,117.11	199,378.75	66.19	101,821.25
	TORT LIABILITY TOTAL	95,000.00	.00	87,457.50	92.06	7,542.50
	IT TOTAL	318,296.00	29,132.26	282,184.52	88.65	36,111.48
	OTHER GENERAL GOVERNMENT TOTA	47,286.00	31,364.24	41,177.80	87.08	6,108.20

BUDGET REPORT
CALENDAR 6/2023, FISCAL 12/2023

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL GOVERNMENT TOTAL	2,142,205.00	192,015.31	1,940,404.86	90.58	201,800.14
	ROADS, BRIDGES, SIDEWALKS TOTA	797,270.00	.00	797,270.00	100.00	.00
	2007 BOND TOTAL	278,582.00	250.00	278,581.25	100.00	.75
	2012 BOND TOTAL	361,460.00	.00	361,460.00	100.00	.00
	2015 BOND TOTAL	861,063.00	250.00	861,062.50	100.00	.50
	2017A BOND TOTAL	573,632.00	300.00	573,631.25	100.00	.75
	2017 REFINANCING BOND TOTAL	576,075.00	250.00	576,075.00	100.00	.00
	2020 GO BOND TOTAL	661,500.00	.00	661,500.00	100.00	.00
	2021 A GO BOND TOTAL	729,200.00	.00	729,200.00	100.00	.00
	2021 B GO LOST BOND TOTAL	253,750.00	.00	253,750.00	100.00	.00
	2022A BOND TOTAL	832,892.00	.00	831,661.24	99.85	1,230.76
	DEBT SERVICE TOTAL	5,925,424.00	1,050.00	5,924,191.24	99.98	1,232.76
	FIRE TOTAL	.00	5,000.00	60,361.65	.00	60,361.65-
	BUILDING INSPECTIONS TOTAL	28,500.00	.00	47,790.00	167.68	19,290.00-
	ROADS, BRIDGES, SIDEWALKS TOTA	4,343,400.00	766,725.30	2,963,952.05	68.24	1,379,447.95
	STREET LIGHTING TOTAL	1,200,000.00	.00	723,672.34	60.31	476,327.66
	TRAFFIC CONTROL & SAFETY TOTA	.00	.00	56,490.00	.00	56,490.00-
	LIBRARY TOTAL	6,800,000.00	709,940.59	7,287,721.43	107.17	487,721.43-
	PARKS TOTAL	3,200,000.00	485,659.79	3,069,384.96	95.92	130,615.04
	NORTH COMPLEX TOTAL	.00	.00	24,752.39	.00	24,752.39-
	GCC-GRIMES COMM COMPLEX TOTAL	600,000.00	.00	28,471.78	4.75	571,528.22
	GRIMESPLEX TOTAL	12,000,000.00	6,019,480.41	13,675,410.09	113.96	1,675,410.09-
	CITY HALL/GENERAL BLDGS TOTAL	30,000.00	15,000.00	108,508.00	361.69	78,508.00-
	WATER TOTAL	2,250,000.00	132,008.83	1,904,819.99	84.66	345,180.01
	SEWER/SEWAGE DISPOSAL TOTAL	40,375,000.00	1,278,400.29	35,143,007.57	87.04	5,231,992.43
	STORM WATER TOTAL	155,300.00	.00	13,830.00	8.91	141,470.00
	CAPITAL PROJECTS TOTAL	70,982,200.00	9,412,215.21	65,108,172.25	91.72	5,874,027.75
	WATER TOTAL	5,075,215.00	2,017,111.22	4,708,609.31	92.78	366,605.69
	SEWER/SEWAGE DISPOSAL TOTAL	4,451,762.00	587,672.96	3,607,337.96	81.03	844,424.04
	LANDFILL/GARBAGE TOTAL	907,981.00	126,848.64	847,112.58	93.30	60,868.42
	STORM WATER TOTAL	672,871.00	34,496.47	331,729.99	49.30	341,141.01
	SPORTS COMPLEX TOTAL	.00	.00	135.00	.00	135.00-
	ENTERPRISE FUNDS TOTAL	11,107,829.00	2,766,129.29	9,494,924.84	85.48	1,612,904.16
	TRANSFERS IN/OUT TOTAL	23,913,274.39	3,872,160.00	24,386,422.05	101.98	473,147.66-
	TRANSFER OUT TOTAL	23,913,274.39	3,872,160.00	24,386,422.05	101.98	473,147.66-
	TOTAL EXPENSES	130,831,047.39	17,596,069.68	120,786,394.40	92.32	10,044,652.99

REVENUE REPORT
CALENDAR 6/2023, FISCAL 12/2023

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	12,354,063.00	449,179.44	13,682,714.60	110.75	1,328,651.60-
	LIBRARY FUND TOTAL	919,444.00	3,035.63	936,254.93	101.83	16,810.93-
	ROAD USE TAX TOTAL	1,946,835.00	237,728.07	2,119,596.61	108.87	172,761.61-
	EMPLOYEE BENEFITS TOTAL	2,179,569.00	12,436.45	2,184,992.72	100.25	5,423.72-
	LOCAL OPTION SALES TAX TOTAL	2,709,705.00	256,284.82	3,037,565.85	112.10	327,860.85-
	TAX INCREMENT FINANCING TOTAL	6,772,510.00	12,978.15	6,710,501.17	99.08	62,008.83
	HOTEL/MOTEL/ECON DEV TOTAL	69,000.00	.00	79,512.59	115.24	10,512.59-
	ECO DEVELOPMENT REVOLVING TOTA	12,836.00	1,069.70	12,836.40	100.00	.40-
	RESTRICTED GIFTS TOTAL	4,000.00	.00	7,537.45	188.44	3,537.45-
	DEBT SERVICE TOTAL	5,847,383.00	6,411.26	5,842,425.39	99.92	4,957.61
	CP-SW COUNTY LINE ROAD TOTAL	96,863.71	.00	96,863.71	100.00	.00
	CP - PARKS TOTAL	196,974.46	1,011.39	555,938.93	282.24	358,964.47-
	CP - GRIMES COMMUNITY COM TOTA	500,000.00	.00	.00	.00	500,000.00
	CP-NE GATEWAY/HOPE COMM TOTAL	94,883.62	.00	94,883.62	100.00	.00
	KENNYBROOK PK WQI IMPRV TOTAL	.00	.00	311,935.00	.00	311,935.00-
	CP-Water Tower 2019 TOTAL	.00	.00	72,599.75	.00	72,599.75-
	CP-Water Plant Exp 2019 TOTAL	.00	.00	249,942.20	.00	249,942.20-
	SE 37TH HWY 141 PROJECT TOTAL	.00	.00	50,000.00	.00	50,000.00-
	WRA SANI SEWER PHASE 1 TOTAL	10,750,000.00	686,655.44	13,187,624.38	122.68	2,437,624.38-
	19TH ST SEWER EXTENSION TOTAL	153,736.40	.00	153,736.40	100.00	.00
	ROAD USE EQUIPMENT TOTAL	300,000.00	.00	.00	.00	300,000.00
	HWY44 & COUNTY LN RD 2020 TOTA	.00	.00	52,796.15	.00	52,796.15-
	HWY 141 & HWY 44 SIGNAL TOTAL	21,377.65	.00	21,377.65	100.00	.00
	ANNUAL SIGNAL IMPROVEMENT TOTA	600,000.00	.00	.00	.00	600,000.00
	JAMES ST CORRIDOR STUDY TOTAL	1,822,122.18	.00	22,122.18	1.21	1,800,000.00
	PAVEMENT COND ANALYSIS TOTAL	.00	.00	40.00	.00	40.00-

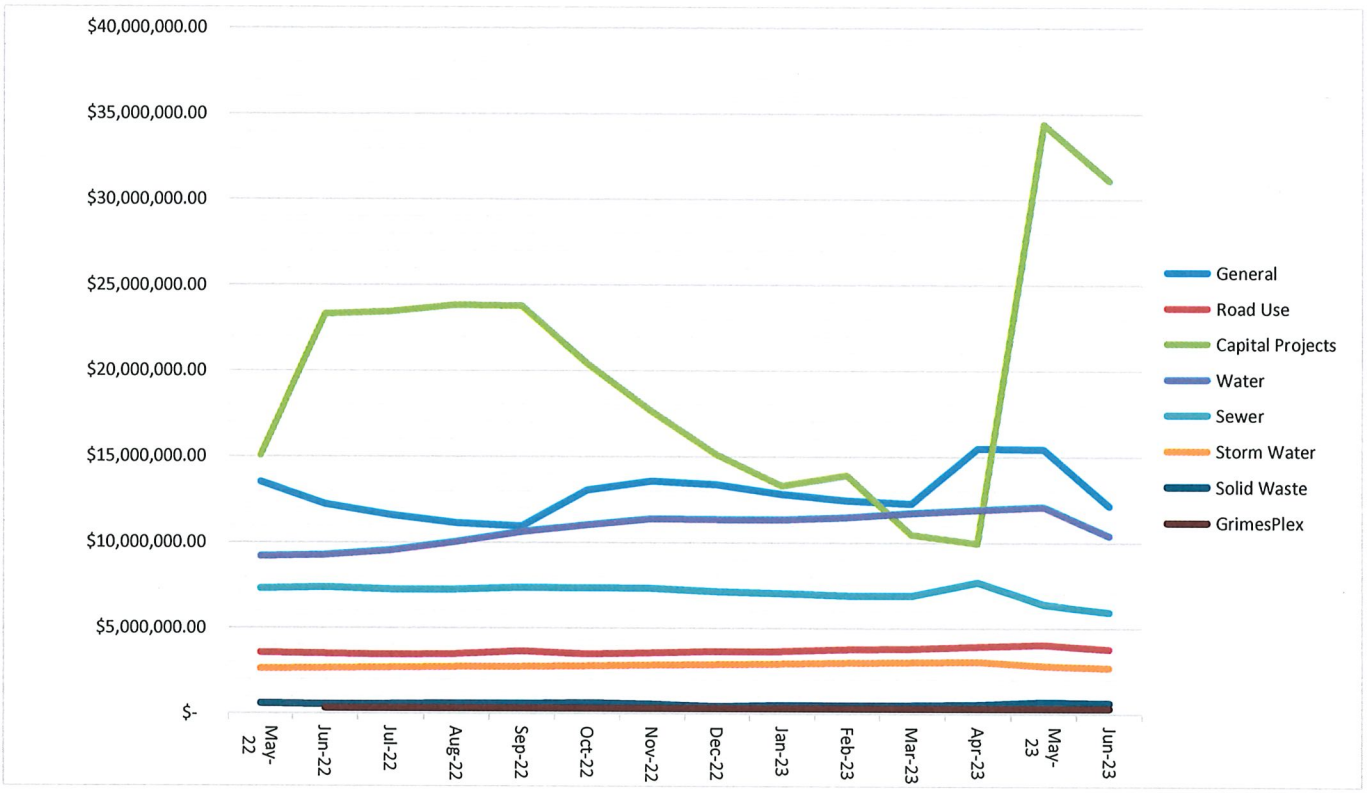
PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	ANNUAL WATER MAIN REPLACE TOTA	.00	2,225.06	505,384.11	.00	505,384.11-
	N SPORTS COMPLEX PARKING TOTA	349,257.41	.00	354,701.80	101.56	5,444.39-
	SPLASH PAD TOTAL	3,196,853.00	.00	3,196,853.00	100.00	.00
	GRIMES LIBRARY BLDG FUND TOTA	.00	1,281,446.60	1,555,000.00	.00	1,555,000.00-
	TRL RDG/BEAV/JACOB WTR MN TOTA	750,000.00	.00	.00	.00	750,000.00
	ANNUAL PAVEMENT PRESERVE TOTA	600,000.00	.00	.00	.00	600,000.00
	ANN TRAIL IMPRV & PLAN TOTAL	200,000.00	809.11	326,957.86	163.48	126,957.86-
	19TH ST WATER MAIN TOTAL	1,105,000.00	.00	.00	.00	1,105,000.00
	WRA SANI SWR PHASE 2 TOTAL	11,500,000.00	246,981.24	9,261,699.58	80.54	2,238,300.42
	WRA SANI SEWER PHASE 3 TOTAL	9,163,510.00	.00	6,632,248.85	72.38	2,531,261.15
	WRA SANI SWR PHS 4 TOTAL	7,000,000.00	235,379.16	5,101,909.03	72.88	1,898,090.97
	WALLACE FARM TOTAL	1,200,000.00	.00	.00	.00	1,200,000.00
	JACOB ST OVERLAY PROJ TOTAL	1,428,379.00	1,618.22	932,294.71	65.27	496,084.29
	GRIMESPLEX TOTAL	12,000,000.00	1,187,177.70	21,236,158.74	176.97	9,236,158.74-
	TRL RDG/BEAVER WATER MAIN TOTA	.00	.00	948.25	.00	948.25-
	SE 11TH & JAMES TOTAL	63,814.90	20,595.34	5,096,245.16	7,985.98	5,032,430.26-
	N JORDAN WELL REPAIRS TOTAL	.00	.00	182,710.28	.00	182,710.28-
	BLDG ACCESS CONTROL PROJ TOTA	76,995.00	1,011.39	329,442.92	427.88	252,447.92-
	WATER PRODUCTION PROJECTS TOTA	448,356.09	.00	1,555,124.92	346.85	1,106,768.83-
	SE TRL RDG RD RECONSTRUCT TOTA	1,110,350.77	3,236.45	1,817,893.82	163.72	707,543.05-
	HWY TOTAL	491,180.45	.00	491,180.45	100.00	.00
	FIRE STATION TOTAL	4,200,000.00	.00	1,200,000.00	28.57	3,000,000.00
	100TH ST WIDENING TOTAL	.00	7,888.82	1,868,801.90	.00	1,868,801.90-
	HWY 141 CORR/INTERS STDY TOTA	.00	404.56	100,978.93	.00	100,978.93-
	SEWER COMPLIANCE PROJECT TOTA	1,000,000.00	.00	1,000,000.00	100.00	.00
	EQUIP REVOLVING PROGRAM TOTAL	851,239.75	2,772,160.00	3,250,560.75	381.86	2,399,321.00-

REVENUE REPORT
CALENDAR 6/2023, FISCAL 12/2023

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	WATER TOTAL	5,568,549.00	466,566.32	5,909,325.01	106.12	340,776.01-
	WATER DEPOSITS TOTAL	15,000.00	4,157.35	64,060.14	427.07	49,060.14-
	WATER SINKING TOTAL	2,060,261.00	.00	2,060,261.00	100.00	.00
	SEWER TOTAL	4,296,137.00	316,286.15	3,650,807.30	84.98	645,329.70
	SEWER SINKING TOTAL	536,584.00	.00	536,584.00	100.00	.00
	LANDFILL/GARBAGE TOTAL	907,981.00	64,918.90	933,445.24	102.80	25,464.24-
	STORM WATER TOTAL	779,790.00	69,117.87	799,131.54	102.48	19,341.54-
	TOTAL REVENUE BY FUND	118,250,541.39	8,348,770.59	129,434,506.97	109.46	11,183,965.58-


$40,000,000.00
$35,000,000.00
$30,000,000.00
$25,000,000.00
$20,000,000.00
$15,000,000.00
$10,000,000.00
$5,000,000.00
$-
May-22
Jun-22
Jul-22
Aug-22
Sep-22
Oct-22
Nov-22
Dec-22
Jan-23
Feb-23
Mar-23
Apr-23
May-23
Jun-23
General
Road Use
Capital Projects
Water
Sewer
Storm Water
Solid Waste
GrimesPlex

GRIMES RESOLUTION 07-0323

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 25th DAY OF JULY 2023.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

POLK COUNTY

POLK COUNTY

INVOICE

Date: 7/6/2023
Invoice Date: 7/1/2023
Invoice No: 11262

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

Remit To:

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

Account: 32857

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

Item	Due Date	Description	Amount
001	8/5/2023	GRIMES LE CONTRACT 6/23	115,821.83

Total Due **115,821.83**

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

Thank you for your prompt payment.

10:20 am, Jul 06, 2023

Curtis Pion
Business Manager, PCSO

CITY OF DES MOINES

CITY OF DES MOINES, IOWA
PO Box 1633
Des Moines, IA 50305-1633

REC'D JUL 05 2023

INVOICE

Invoice Date	Invoice No.
07/01/2023	131394
Customer Number	
11309	
Invoice Total Due	
$156,689.10	
Payment Terms	
Due Upon Receipt	

✓ C-O

610.815.6413

GRIMES CITY OF
101 N HARVEY ST
GRIMES, IA 50111

PAID

00180182024800131394900156689101

All Returned Checks will be assessed a surcharge of $20.00 **Invoice Date:** 07/01/2023 **Customer Number:** 11309

Invoice Description

Line Details	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
EQUIPMENT REPLACEMENT F2024 Grimes	1	$4,026.00	EACH	$4,026.00	$0.00	$0.00	$4,026.00
OPER DEBT SERV SURCHARGE GRIMES	1	$135,888.10	EACH	$135,888.10	$0.00	$0.00	$135,888.10
REPAIR REPLACEMENT GRIMES	1	$16,775.00	EACH	$16,775.00	$0.00	$0.00	$16,775.00

Please put Invoice Number on your check.
Make Checks Payable to: City of Des Moines

Invoice Total: **$156,689.10**

Please contact Accounts Receivable at (515) 237-1340 with questions.

ORIGINAL
COPY

Marcia Woodke

From: Vaughan, Roxane J. <RJVaughan@DMGOV.ORG>
Sent: Tuesday, June 27, 2023 4:49 PM
To: Marcia Woodke
Subject: FW: Annual certificate and payments to WRA
Attachments: WRA - Revised Annual Certificate (2023).pdf; WRA Approved Budget for Member Commtys.pdf; 20230627140436522.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Greetings,

First of the fiscal year will soon be here, attached you should find the following WRA items:

- Annual certificate to be completed and returned in July
- WRA approved budget total for each community/district
- Letter with July invoice amount due in July

Invoicing will be done between 7/1 and 7/5.

During the year, the Operating Contractor will mail out invoices the first week of each month (until May). Invoices are due on the first of each month. In July two invoices will be sent, one due any time in July and one due August first.

Checks should be sent to PO Box 1633 (this is Treasury Department of the Operating Contractor)
Email the annual certificate back to me (RJVaughan@dmgov.org)

Sincerely,

ROXANE VAUGHAN | WRA Budget Accountant
Des Moines Metropolitan Wastewater Reclamation Authority
City of Des Moines Public Works Department
(515) 323-8008
dmmwra.org | 3000 Vandalia Road | Des Moines, Iowa 50317

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

WASTEWATER TREATMENT FACILITIES OPERATIONS,
MAINTENANCE, DEBT SERVICE, & RESERVE ADJUSTMENTS
EQUIPMENT REPLACEMENT & CAPITAL IMPROVEMENT R&R

WRA BUDGET LETTER
FOR FISCAL YEAR 2024

6/21/2023

GRIMES

Constituent Community

Org Code	Account Code		Annual Budget	Month of July
WR805840	463225			
Capital Improv R&R	A259 Total	$	201,300	$16,775.00
WR801812	463225			
Debt Service		$	994,058	
Surcharge Payment (credit)			673,560	
			1,667,618.00	$138,967.80
WR801812				
Operations, Maintenance & prior year amt			-	
Working Capital & Reserve collections			7,323	
Equipment Repl			4,026	4,026.0
			11,349	($3,079.70)
	A254 Total	$	1,678,967	
Oper, Maint, Debt without SUR	1,005,407			
TOTAL	GRIMES	$	1,880,267.0	$ 156,689.10

610-815-6413

BAKER ELECTRIC
An EMCOR Company
111 Jackson Ave,
Des Moines, IA 50315
P. (515) 288-6774

INVOICE

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

Invoice 7452-02
Invoice Date 04/12/23
Customer PO
Service Site City of Grimes
Due Date 05/12/23

Attn: Mr. Kevin Hensley

Work Order: 7452 North Jordan Well Repairs

Work Order	Description	Sub-total	Tax	Total
7452	Installation of (1) reconditioned transformer, transformer pad, underground conduits, and associated materials.	57,250.00	0.00	57,250.00

N. Jordan Well Repair

Turned into insurance 4/13/23
ICAP Paid City $57,250.00 for invoice

372-810-6490

(pls give a copy of the check to Rochelle) MW

Subtotal	57,250.00
Total Due this Invoice	**57,250.00**

INVOICE INV86486 4-0

IMWCA
IOWA MUNICIPALITIES WORKERS' COMPENSATION ASSOCIATION
500 SW 7TH STREET, SUITE 101
DES MOINES, IA 50309-4506
PHONE: 800-257-2708

DATE
6/1/2023

PAID

PAGE: 1

Mbr No: 0136 Member Name: Grimes, City of

Grimes, City of
101 N. Harvey Street

Grimes IA 50111

Please remit payment to: IMWCA, P.O. Box 8186, Des Moines, IA 50301

PURCHASE ORDER NO.	CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
	GRIME001	AG0209				

QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PRICE
1.00	DEPOSIT	Deposit - Work Comp Premium 23-24 This invoice is 25% of total annual premium. The balance will be invoiced in 7 monthly installments of $14921. If full payment is remitted, total annual premium is $139266.			34,819.00	$34,819.00

This invoice is due on July 1, 2023.

A FINANCE CHARGE of 1.5% (APR 18%) will be added to balances over 30 days past the due date.

When you provide a check as payment, you authorize IMWCA either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call 515-244-7282.

Subtotal	$34,819.00
Bond Credit	$0.00
Misc	$0.00
Total	$34,819.00

Thank You

Deluxe For Business 1-800-225-6380

✓ 1-0

INVOICE INV86960

IMWCA
IOWA MUNICIPALITIES WORKERS' COMPENSATION ASSOCIATION
500 SW 7TH STREET, SUITE 101
DES MOINES, IA 50309-4506
PHONE: 800-257-2708

DATE
7/1/2023

PAID

PAGE: 1

Mbr No: 0136
Member Name: Grimes, City of

Grimes, City of
101 N. Harvey Street

Grimes IA 50111

Please remit payment to: IMWCA, P.O. Box 8186, Des Moines, IA 50301

PURCHASE ORDER NO.	CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
	GRIME001	AG0209				

QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PRICE
1.00	INSTALL1	Installment 1 - Work Comp Prem 23-24			14,921.00	$14,921.00

This invoice is due on August 1, 2023.

Subtotal	$14,921.00
Bond Credit	$0.00
Misc	$0.00
Total	$14,921.00

A FINANCE CHARGE of 1.5% (APR 18%) will be added to balances over 30 days past the due date.

When you provide a check as payment, you authorize IMWCA either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call 515-244-7282.

Thank You

Deluxe For Business 1-800-225-6380

2023-34242 PP

C-0

REC'D JUN 16 2023

Des Moines Area Metropolitan Planning Organization
420 Watson Powell Jr. Way
Des Moines, IA 50309 US
515-334-0075
TDeckard@dmampo.org

Invoice

001.170.6210

DES MOINES AREA MPO
METROPOLITAN PLANNING ORGANIZATION

PAID

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

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
272	06/07/2023	$15,949.00	07/01/2023	Due on receipt	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
07/01/2023	**Assessments**	FY 2024 Assessment Dues	1	15,949.00	15,949.00

DSM MPO FY2024 Assessment Dues

BALANCE DUE **$15,949.00**

V1-0

INVOICE

VAN METER

VAN METER INC.
1751 Guthrie Avenue
Des Moines IA 50316-2135
515-262-9609 Fax 515-262-9619

www.vanmeterinc.com

INVOICE DATE		OUR INVOICE NUMBER	
07/06/23		S012345375.003	
Bill To#	Ship To#	Price Br	Ship Br
50425	50425	3	10
PLEASE REMIT PAYMENT TO:			DUE DATE
VAN METER INC ACCOUNTS RECEIVABLE PO Box 801077 KANSAS CITY MO 64180-1077			08/06/23
TO VIEW AND PAY ONLINE GO TO:		ENROLLMENT TOKEN	
vanmeterinc.billtrust.com		HDM SKQ VHS	

PAID

BILL TO:

CITY OF GRIMES
101 N HARVEY
GRIMES IA 50111

SHIP TO:

CITY OF GRIMES
101 N HARVEY
GRIMES IA 50111

YOUR PO/ORDER #	ORDERED BY	JOB/RELEASE #	YOUR ACCOUNT MANAGER	
verbal			Brad Brightwell URB 2604	
ORDER WRITER	SHIP VIA	TERMS	ORDER DATE	SHIP DATE
Michael Komes CR	DIRECT	NET 30 DAYS	10/31/22	07/06/23

ORDER QTY	SHIP QTY	DESCRIPTION	Unit Price/UM	Extension
1	1	^Southwest SEL-851	26647.550/E	26647.55
1	1	^Southwest SEL-851 Relay Setting	2222.222/E	2222.22
		==========		
		Delivery 15-17 weeks FRO.		
		==========		
		Non-cancelable, Non-returnable Build to Order Item		
		==========		
		Freight (not included)		

N. Jordan Well repair
(feed protection & monitoring)
372-810-6490 MJ

Being paid by city as not on original equipment.

Invoice is due by 08/06/23.

Invoice Questions?
Call Michael Komes at
515-262-9609

Subtotal	**$28,869.77**
Shipping & Handling	
Sales Tax	**$0.00**
Amount Due	**$28,869.77**

All claims for shortage or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-returnable. Past due invoices may be subject to 1.50% late charge. No credit will be allowed for goods returned without prior consent. 15% restocking on stock material. Factory acceptance and terms will govern amount of credit on non-stock material. Our company does not manufacture the goods it sells and makes no express warranties thereon. It also disclaims all implied warranty of merchantability or fitness for a particular use. Except as prohibited by law, you are responsible for payment of all fees, cost, and expenses, including but not limited to, attorney fees, expert witness fees, and deposition expenses incurred to collect all amounts due from you.
For complete terms and conditions and EEO Compliance regulations please go to https:// www.vanmeterinc.com/terms-of-sale

The Terms and Conditions at the listed web page are subject to change from time to time. A hard copy or email or fax copy of the Terms and Conditions is available upon request. Past due invoices are subject to 1.5% late payment fee.

Rochelle Williams

From: Komes, Michael <MKomes@vanmeterinc.com>
Sent: Thursday, July 13, 2023 10:28 AM
To: Rochelle Williams
Subject: RE: Invoice

Good morning Rochelle,

There was a fire in the transformer due to improper line side protection.

Southwest added proper feeder protection and monitoring to protect the new transformer ahead of the drive.

Will that suffice? If not, please let me know and we can try and provide more information.

Thanks,

MICHAEL KOMES | PROJECT MANAGEMENT SPECIALIST | EMPLOYEE-OWNER
Van Meter Inc. | 850 32nd Ave SW | Cedar Rapids, IA 52404
P. 319-399-0756 F. 319-366-4709 | MKomes@vanmeterinc.com

Everything **you need to succeed • www.vanmeterinc.com**

YOUR PARTNER FOR EVERYTHING YOU NEED TO SUCCEED | LEARN MORE »

From: Rochelle Williams <rwilliams@grimesiowa.gov>
Sent: Wednesday, July 12, 2023 4:14 PM
To: Komes, Michael <MKomes@vanmeterinc.com>
Subject: Invoice

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

S0112345375.003

Michael,
I will be turning this into insurance as part of the North Jordan Well claim. Could you give me some background on the invoice to supply to the insurance company please? Thank you.

Rochelle Williams | City Clerk and Director of Administrative Services
City of Grimes | 101 NE Harvey Street | Grimes, IA 50111
(515) 986-3036 | www.grimesiowa.gov

CITY OF GRIMES

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Am ✓C-O
7/17/23 C-M
367-470-6504

ECO WORKS SUPPLY
PO BOX 1226
BURNSVILLE, MN 55337

INVOICE

Req# 2026368
20234316 DKB

Date	Invoice #
5/16/2023	143

Bill To	Ship To
amiller@grimesiowa.gov	ALEX MLLER 1700 SE DESTINATION DR GRIMES, IA 50111

PAID

Terms	Rep	Ship	Via	Ordered By
Due on receipt	GEOFF	5/31/2023	Ground	A MILLER

Quantity	Item Code	Description	Price Each	Amount
18	PORTOLITE PRDS	PAISLEY'S SIGNATURE SPIKED MAT 11' X 3' WITH LANE LINES IN CLAY COLOR	1,129.00	20,322.00
	0002	SHIPPING & HANDLING ESTIMATE	800.00	800.00
		REVISED INVOICE		

Phone #	Fax #	E-mail
612-868-9615	952-890-7274	donnamdaniel@msn.com

Sales Tax (0.0%)	$0.00
Total	$21,122.00
Payments Applied	$0.00
Balance Due	$21,122.00

PLEASE REMIT TO:PO BOX 1226, BURNSVILLE, MN 55337
THANKS FOR YOUR BUSINESS!

C-O
C-M

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

THE SPORTS FACILITIES COMPANIES

20234289
BKB

INVOICE

FILED
367.470.6490

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

INVOICE # 12004
DATE 07/03/2023
DUE DATE 07/03/2023
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 13 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**

Original

600-870-6501
Chlorine for disinfection

Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

INVOICE

Total Invoice	**$12,088.91**
Invoice Number	6506315
Invoice Date	6/20/23
Sales Order Number/Type	4276682 SO
Branch Plant	15
Shipment Number	5049695

20234111

Sold To: 117729
ACCOUNTS PAYABLE
CITY OF GRIMES
101 N Harvey St
Grimes IA 50111

Ship To: 466255
CITY OF GRIMES
1801 N. JAMES ST.
GRIMES IA 50111

PAID

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #
8/4/23	Net 45	PPA Origin	WAYNE TRANSPORTS INC			073

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	815407	Azone 15 - EPA Reg. No. 7870-5	N	4,640.2378	GA	$2.2200	GA	46,820.0 LB	$10,301.33
		Bulk		4640.2378	GA			46,820.0 GW	
1.010	FREIGHT	Freight	N	1.0000	EA	$1543.3000			$1,543.30
1.020	Fuel Surcharge	Freight	N	1.0000	EA	$244.2800			$244.28

********** Receive Your Invoice Via Email **********

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com
or call 612-331-6910 to get it setup on your account.

mmw

Tax Rate	Sales Tax
0 %	$0.00

Invoice Total **$12,088.91**

No Discounts on Freight

IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.
NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

CHECK REMITTANCE:
Hawkins, Inc.
P.O. Box 860263
Minneapolis, MN 55486-0263

WIRING CONTACT INFORMATION:
Email: Credit.Dept@Hawkinsinc.com

Phone Number: (612) 617-8581
Fax Number: (612) 225-6702

FINANCIAL INSTITUTION:
US Bank
800 Nicollet Mall
Minneapolis, MN 55402

Account Name: Hawkins, Inc.
Account #: 180120759469
ABA/Routing #: 091000022
Swift Code#: USBKUS44IMT
Type of Account: Corporate Checking

ACH PAYMENTS:
CTX (Corporate Trade Exchange) is our preferred method. Please remember to include in the addendum the document numbers pertaining to the payment.
For other than CTX, the remit to information may be emailed to Credit.Dept@Hawkinsinc.com

CASH IN ADVANCE/EFT PAYMENTS:
Please list the Hawkins, Inc. sales order number or your purchase order number if the invoice has not been processed yet.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 3447647

600-810-6350
Well #100 Repairs

C-O

REC'D JUN 2 0 2023

The Northway Corporation

4895 8th Avenue
Marion, IA 52302

319-377-6339

Invoice

Date	Invoice #
6/15/2023	16865

2023 4364

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

PAID

P.O. No.	Terms	Due Date	Account #	Project
	Due on receipt	6/15/2023		Well #100 Repai...

Description	Qty	U/M	Rate	Amount
Well #100 Repair				
Labor and equipment to pull and inspect		hr	5,000.00	5,000.00
Televise Well			2,000.00	2,000.00
Chemically clean and develop		hr	20,510.00	20,510.00
50hp. Submersible motor			7,374.00	7,374.00
Goulds 8RJLC 3-stage pump			7,048.00	7,048.00
8" x 48" TBE drop pipe			788.00	788.00
6" x 150" TBE drop pipe			862.00	862.00
8' x 42' T & C drop pipe			3,465.00	3,465.00
8" DI check valve with fittings			1,500.00	1,500.00

Subtotal	$48,547.00
Sales Tax (0.0%)	$0.00
Balance Due	$48,547.00

399-210-6727

C-O C-M

20234436

INVOICE NO. F23314

1450 HICKMAN ROAD
WAUKEE, IA 50263
(800)747-2744
WWW.STIVERSFORDIA.COM

Stivers Ford LINCOLN Waukee

PAID

CAR INVOICE

Sold To: CITY OF GRIMES				Date: 06/07/2023	
Address: 101 NE HARVEY STREET GRIMES, IA 50111-2051					
Home Number: (515)986-3036	Work Number: (515)986-3036	Salesman: RON REESE		2nd Salesman: N/A	
[X] NEW [ ] USED	Year: 2023	Make: FORD	Model: SUPER DUTY F-250 SRW	Color: WHITE	Body: XL 4WD SUPERCAB 6.75' BOX
Vehicle Ident. or Serial Number: 1FT7X2BA9PEC26479				Key No.:	STOCK: F23314

Year:	Make:	Model:
VIN:		

Balance Owed on Trade-In

PAY FROM THIS INVOICE

,

Payoff

N/A

Finance Company

N/A

Address

N/A

,

First Payment Due

06/07/2023

EQUIPPED AS PER FEDERAL PRICE LABEL

HOLDBACK

VEHICLE MILES

4

CUSTOMER EMAIL

ACCOUNTSPAYABLE@GRIMESIOWA.GOV

FINANCE MANAGER

HOUSE F&I MANAGER

DEALER INSTALLED:

N/A

TOTAL=

PRICE OF CAR	48,204.77
	N/A
	N/A
N/A	N/A
	N/A
EXTRAS	
FACTORY INSTALLED	N/A
DEALER INSTALLED	N/A
DOCUMENTATION FEE	N/A
USE TAX	N/A
LIC/TITLE/LIEN	N/A
TOTAL CASH PRICE	48,204.77
COST OF FINANCING	N/A
DEALER INSTALLED	
TOTAL CASH PRICED	48,204.77
SETTLEMENT	
CASH	N/A
CASH ON DELIVERY	
USED CAR	N/A
PAYMENTS	
1 AT $ 48,204.77	
AT $	
TOTAL	48,204.77

NO PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE ISSUED WITH THIS TRANSACTION UNLESS HEREIN STATED

MWW

STIV-ST5IN (2/2020)

✓ C-O

REC'D JUL 17 2023

Grimes Chamber & Economic Development
Suite 200
Grimes, IA 50111

Invoice

Date	Invoice #
7/14/2023	914

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

PAID

Item	Description	Amount
Home Base Grimes	Home Base Grimes Fireworks Show (Fireworks)	15,100.00
Home Base Grimes	Home Base Grimes Fireworks Show (Sound)	1,200.00

#001-520-6507
7-4-23 Fireworks

Thank you.

Total	$16,300.00
Balance Due	$16,300.00

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

mw

110-210- 6320
1st St Beds Landscaping - June

RedBud LLC d/b/a Sustainable Sites
1208 E 20th Ct
Des Moines, IA 50317 US
(515)499-0188
www.goredbud.com

20234339

INVOICE

BILL TO
1st Street Beds

SHIP TO
1st Street Beds
1st Street and 141
Grimes, IA 50111

INVOICE # 5939
DATE 06/30/2023
DUE DATE 07/30/2023
TERMS Net 30

PO NUMBER
June

SALES REP
Anne Mino

ACTIVITY	QTY	RATE	AMOUNT
June services			
Maintenance:Landscape Beds Weed control for landscape bed areas includes pre-emergent, post emergent and hand pulling as needed. Deadhead perennials, pickup trash. Biweekly visit	3	450.00	1,350.00

SUBTOTAL	1,350.00
TAX	0.00
TOTAL	1,350.00
BALANCE DUE	**$1,350.00**

x-0

110-210-6490

project: NHSX-141-7(42)-3H5

Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010

PAID

IOWA DOT

INVOICE

Date	Invoice Number
02/06/2023	CI-0013727

Payment Terms	Due Date
Immediate	02/06/2023

Any questions call: 515-239-1072

202.34363

COPY

Bill To:	Remit To:
GRIMES, CITY OF 101 N HARVEY ST GRIMES, IA 50111 United States of America	Iowa Department of Transportation 800 Lincoln Way Ames, IA 50010 United States of America

Quantity	Sales Item	Item Description	Price Each	Amount
0			0.00	13,975.65

From flyover DOT project

	Net Amount:	**13,975.65**
	Tax	**0.00**
	Total Invoice Amount	**USD 13,975.65**

DETACH AND RETURN WITH CASH/CHECK PAYMENT TO:

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

GRIMES, CITY OF

INVOICE NO: CI-0013727 AMOUNT ENCLOSED: _____

PLEASE WRITE YOUR INVOICE NUMBER ON YOUR CHECK

Summary of Grimes Billable for Reimbursement Work

Project No.: NHSX-141-7(42)—3H-77
IDOT Agreement No.(s): None
Staff Action No.(s): None

Please bill ***City of Grimes*** in the amount of $13,975.65, as per the items added to this contract on Contract Modification #12 and Final Highway Funding Sources (49) in Doc Express. Please see the below breakdown.

Item 1280 Remove + Reinstall Light Pole+ Luminaire	$ 5,560.00	(Final Highway Funding Source (49))
Item 1475 Culvert Low Clearance Roadway Pipe	$6,534.00	
Item 1480 Flooded Backfill	$160.05	
Item 1485 Modified Subbase	$ 44.10	
Item 1490 Contractor Furnished Class 10	$1,677.50	

Total $13,975.65

IOWA DEPARTMENT OF TRANSPORTATION

FINAL HIGHWAY FUNDING SOURCES

****

Name: _____ Federal Aid Section: (515) 239-____ Date Prepared: __/__/__

State Project Number: NHSX-141-7(49)--3H-77
County: POLK
Federal Project Number: NHSX-141-7(49)--3H-77 Project Work Type: TRAFFIC SIGNALS

Route: IOWA 141 Length (miles): 0.000000
Project Location: IA 44 TO N OF I-35/80

Letting: 16/10/18 Winning Vendor: OMG D/B/A DES MOINES ASPHALT & PAVING Acct ID: 33790

= = = =

IOWA DEPARTMENT OF TRANSPORTATION

FINAL DETAIL ESTIMATE COST SUMMARY

STATE PROJECT NUMBER: NHSX-141-7(49)--3H-77
FEDERAL PROJECT NUMBER: NHSX-141-7(49)--3H-77

CATEGORY /ACCT UNIT		COST	CONTINGENCY /MATERIAL	TOTAL	FUNDING
	FUND CLASS: M3125A CITY OF GRIMES				
0002 TRAFFIC SIGNAL ITEMS - DIVISION 2 00 NHSX-141-7(49)--3H-77		$ 5,560.00	$ 278.00	$ 5,838.00	$ 5,838.00
	FUND CLASS: M3125A TOTALS	$ 5,560.00	$ 278.00	$ 5,838.00	$ 5,838.00
	FUND CLASS: STATE STATE PRIMARY ROAD FUNDS				
0001 TRAFFIC SIGNAL ITEMS - DIVISION 1 00 NHSX-141-7(49)--3H-77		$ 181,707.80	$ 9,085.39	$ 190,793.19	$ 190,793.19
0003 NON-PARTICIPATING ITEM 00 NHSX-141-7(49)--3H-77		$ 3,350.00	$ 167.50	$ 3,517.50	$ 3,517.50
	FUND CLASS: STATE TOTALS	$ 185,057.80	$ 9,252.89	$ 194,310.69	$ 194,310.69
	FUND CLASS: Z0011 NATL HWY PERFORM PROG (NPP) PRIMARY				
0001 TRAFFIC SIGNAL ITEMS - DIVISION 1 00 NHSX-141-7(49)--3H-77		$ 726,831.20	$ 36,341.56	$ 763,172.76	$ 763,172.76
	FUND CLASS: Z0011 TOTALS	$ 726,831.20	$ 36,341.56	$ 763,172.76	$ 763,172.76
	PROJECT TOTALS	$ 917,449.00	$ 45,872.45	$ 963,321.45	$ 963,321.45

IOWA DEPARTMENT OF TRANSPORTATION

FINAL HIGHWAY DETAIL CONSTRUCTION ESTIMATE

****

STATE PROJECT NUMBER: NHSX-141-7(49)--3H-77
PROJECT TYPE OF WORK: TRAFFIC SIGNALS
FEDERAL PROJECT NUMBER:
CATEGORY NUMBER: 0001 ACCT UNIT: 00
COUNTY: POLK
CATEGORY DESCRIPTION: TRAFFIC SIGNAL ITEMS - DIVISION 1
NHSX-141-7(49)--3H-77

Line No.	Item Number	Item Description	Estimated Quantity	Item Unit	Unit Price	Amount
0010	2525-0000100	TRAFFIC SIGNALIZATION	1.000	LUMP	547,200.00000	547,200.00
0020	2525-0000120	REMOVAL OF TRAFFIC SIGNALIZATION	1.000	LUMP	13,335.00000	13,335.00
0030	2528-8400256	TEMPORARY TRAFFIC SIGNALS	3.000	EACH	105,556.00000	316,668.00
0040	2528-8445110	TRAFFIC CONTROL	1.000	LUMP	5,556.00000	5,556.00
0050	2528-8445113	FLAGGERS	40.000	EACH	450.00000	18,000.00
0060	2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	40.000	CDAY	55.60000	2,224.00
0070	2533-4980005	MOBILIZATION	1.000	LUMP	5,556.00000	5,556.00

Category 0001 Total $ 908,539.00

STATE PROJECT NUMBER: NHSX-141-7(49)--3H-77
PROJECT TYPE OF WORK: TRAFFIC SIGNALS
FEDERAL PROJECT NUMBER:
CATEGORY NUMBER: 0002 ACCT UNIT: 00
COUNTY: POLK
CATEGORY DESCRIPTION: TRAFFIC SIGNAL ITEMS - DIVISION 2
NHSX-141-7(49)--3H-77

Line No.	Item Number	Item Description	Estimated Quantity	Item Unit	Unit Price	Amount
0090	2523-6765009	REMOVE AND REINSTALL LIGHT POLE AND LUMINAIRE	2.000	EACH	2,780.00000	5,560.00

Category 0002 Total $ 5,560.00

IOWA DEPARTMENT OF TRANSPORTATION

FINAL HIGHWAY DETAIL CONSTRUCTION ESTIMATE

****

PROJECT TYPE OF WORK: TRAFFIC SIGNALS
CATEGORY NUMBER: 0003 ACCT UNIT: 00
CATEGORY DESCRIPTION: NON-PARTICIPATING ITEM
NHSX-141-7(49)--3H-77

STATE PROJECT NUMBER: NHSX-141-7(49)--3H-77
FEDERAL PROJECT NUMBER:
COUNTY: POLK

Line No.	Item Number	Item Description	Estimated Quantity	Item Unit	Unit Price	Amount
0080	2555-0000010	DELIVER AND STOCKPILE SALVAGED MATERIALS	1.000	LUMP	3,350.00000	3,350.00

Category 0003 Total	$	3,350.00
PROJECT TOTAL	$	917,449.00
ESTIMATE TOTAL	$	917,449.00

Items by Project/Category in Item Order

Iowa Department of Transportation

11/12/2020 2:36 PM

FieldManager 5.3a

Contract: 77-1417-042, HMA PAVEMENT - GRADE AND NEW

Project: 77-1417-042, 161018 027 TMC

Category: 0003, CONTRACT ADMINISTRATION (NON-PARTICIPATING ITEMS - (042))

Item Description	Item Code	Prop. Line
CULV,LOW CLEAR CONC RDWY PIPE,EQ DIA 30" City of Grimes	2416-1200230	1475
FLOODED BACKFILL City of Grimes	2402-0425040	1480
MODIFIED SUBBASE City of Grimes	2115-0100000	1485
('CUBIC YARDS' ITEM) Contractor Provided Class 10 Rdwy & Borrow, City	2599-9999003	1490

Contract Modification

Iowa Department of Transportation

10/31/2017 11:12 AM
FieldManager 5.3a

Contract: 77-1417-042, HMA PAVEMENT - GRADE AND NEW

Cont. Mod. Number	Revision Number	Cont. Mod. Date	Net Change	Awarded Contract Amount
12		10/31/2017	$8,415.65	$7,726,579.95
Route HWY 141 (C33787				**Entered By** Wilkens K Lori
Contract Location POLK NHSX-141-7(42)--3H-77				

Short Description

Contractor Provided Excavation Class 10 Rwy & Borrow (City of Grimes)

Description of Changes

Add Item 1475, Culvert, Low Clearance Conc. Rdwy Pipe, Equivalent Diam 30 In.
Add Item 1480, Flooded Backfill
Add Item 1485, Modified Subbase
Add Item 1490, Contractor Provided Class 10 Rdwy & Borrow

The 30" culvert at sta. 303+80 needs to be raised and extended due to Sanitary Sewer at the intersection was not relocated correctly. All costs of raising, extending, regrading ditch, floodable backfill and modified subbase will be paid by the City of Grimes.

New Items

Project: 77-1417-042, 161018 027 TMC

Category: 0003, CONTRACT ADMINISTRATION (NON-PARTICIPATING ITEMS - (042))

Item Description	Item Code	Prop.Ln.	ItemType	Unit	Proposed Qty.	Unit Price	Dollar Value
CULV,LOW CLEAR CONC RDWY PIPE,EQ DIA 30" City of Grimes	2416-1200230	1475	SUPPLEMENT	LF	40.000	163.35000	$6,534.00
Reason: Contract unit price. Impact on time for this extra work will be reviewed at a later date.							
FLOODED BACKFILL City of Grimes	2402-0425040	1480	SUPPLEMENT	CY	1.500	106.70000	$160.05
Reason: Contract unit price. Impact on time for this extra work will be reviewed at a later date.							
MODIFIED SUBBASE City of Grimes	2115-0100000	1485	SUPPLEMENT	CY	1.000	44.10000	$44.10
Reason: Contract unit price. Impact on time for this extra work will be reviewed at a later date.							

New Items

Project: 77-1417-042, 161018 027 TMC

Category: 0003, CONTRACT ADMINISTRATION (NON-PARTICIPATING ITEMS - (042))

Item Description	Item Code	Prop.Ln.	ItemType	Unit	Proposed Qty.	Unit Price	Dollar Value
('CUBIC YARDS' ITEM) Contractor Provided Class 10 Rdwy & Borrow, City of Grimes	2599-9999003	1490	SUPPLEMENT	CY	122.000	13.75000	$1,677.50

Reason: Agreed price per RCE. Price includes Prime Contractor's 10% administrative fee and all material, equipment, labor and mobilization costs. Impact on time for this extra work will be reviewed at a later date.

Subtotal for Category 0003: $8,415.65

Subtotal for Project 77-1417-042: $8,415.65

When authorized, the contractor agrees to perform the work outlined above in accordance with provisions of the contract documents.

Council Meeting July 25, 2023

ABD RENEWAL

1. **Sol Agave:721 E. 1st St.** -Renewal: Class C Retail Alcohol License
2. **McDevitt's Sports Pub:** 3390 SE Crossroads Dr. #100: Class C Retail Alcohol License
3. **Pole Position:** 1350 SE Gateway Dr #108: Class C Retail Alcohol License

RESOLUTION NO. 07-0423

RESOLUTION APPROVING STATE OF IOWA ALCOHOL LICENSES

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

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

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

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

PASSED AND APPROVED this 25th day of July 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By:_____
Rochelle Williams, City Clerk

CITY OF GRIMES

ALCOHOLIC BEVERAGE LICENSE
STAFF APPROVAL FORM

Establishment Name: Sol-Agave
Establishment Address: 721 E. 1st Street

License Class: X Class C Retail Alcohol License

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

New ☐ Renewal X

Fire Department Approval

Fire Inspection Date: 7/5/23

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: _____

Building Department Approval – N/A

Approval: Yes ☐ No ☐

Reason for not approving: _____

Building Official Signature: _____

Planning Approval- N/A

Approval: Yes ☐ No ☐

Reason for not approving: _____

Planning Signature: _____

CITY OF GRIMES

ALCOHOLIC BEVERAGE LICENSE
STAFF APPROVAL FORM

Establishment Name: McDevitt's Sports Pub

Establishment Address: 3390 SE Crossroads Dr. #100

License Class: X Class C Retail Alcohol License

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

New ☐ Renewal X

Fire Department Approval

Fire Inspection Date: 7/7/23

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: _____

Building Department Approval – N/A

Approval: Yes ☐ No ☐

Reason for not approving: _____

Building Official Signature: _____

Planning Approval- N/A

Approval: Yes ☐ No ☐

Reason for not approving: _____

Planning Signature: _____

CITY OF GRIMES

ALCOHOLIC BEVERAGE LICENSE
STAFF APPROVAL FORM

Establishment Name: Pole Position

Establishment Address: 1350 SE Gateway Dr. #108

License Class: X Special Class C Retail Alcohol License

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

New ☐ Renewal X

Fire Department Approval

Fire Inspection Date: 7/5/23

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: _____

Building Department Approval – N/A

Approval: Yes ☐ No ☐

Reason for not approving: _____

Building Official Signature: _____

Planning Approval- N/A

Approval: Yes ☐ No ☐

Reason for not approving: _____

Planning Signature: _____

Reports & Correspondence

JOHNSTON-GRIMES METROPOLITAN FIRE DEPARTMENT
6373 MERLE HAY RD.
JOHNSTON, IOWA 50131

June 2023 service calls

348 calls across all districts

Total calls **increased slightly** from May's total (344).

Station 37 (G37) – 99 calls

Station 38 – Grimes district (G38) – 28 Johnston district (J38) – 57

Station 39 – 143 New NW Area (J37) - 0

19 - Mutual Aid Given calls: Saylor – 4, GRA – 7 PC – 0, URB – 0, ALT – 0, ANK – 9, CLI - 1
Mutual Aid Received – 13 agency responses

EMS calls – 78.45% Fire/other calls – 21.55%

7 incidents in Category 1 - 1 structure fires, 3 vehicle fires, 3 grass fire
1 incident in Category 2 – Excessive heat/scorch burns with no ignition
255 incidents in Category 3 – Rescue/EMS
4 incidents in Category 4 - Hazardous Condition which is gas leaks, chemical spills, power lines down.
40 Service Calls in Category 5 – 18 assists, 4 public service requests
22 Good Intent Calls in Category 6
39 False Alarms in Category 7

Major incidents to report in JGMFD districts or involving JGMFD Units
House Fire at 19166 T Ave. Struck by lightning.

Items of interest:
N/A

Grimes - CAD - Calls for Service

May 2023

Call Code	Call Sub-Code	Priority	Number of Calls
ACCIDENT		1	3
ACCIDENT	PERSONAL INJURY	1	5
ALARM SILENT	PANIC	1	3
ALARM SILENT	RESIDENTIAL	1	1
ASSAULT	JUST OCCURRED	1	1
ASSIST OFFICER/AGENCY		1	6
AUDIBLE ALARM	COMMERCIAL	1	14
AUDIBLE ALARM	RESIDENTIAL	1	3
BUILDING CHECK		1	203
BURGLARY	IN PROGRESS	1	2
CHILD IN NEED OF ASSISTANCE		1	8
COMMERCIAL FIRE	ALARM - WATER FLOW	1	2
COMMERCIAL FIRE	ASSIGNMENT	1	1
DISPUTE/DISAGREEMENT	WEAPON	1	1
DOMESTIC	FIGHT	1	1
FIGHT		1	3
INCOMPLETE 911 CALL		1	8
INCOMPLETE 911 CALL	HANG UP CALL	1	2
INCOMPLETE 911 CALL	NO ANSWER ON CALL	1	1
MISSING PERSON	JUVENILE	1	3
OPEN DOOR		1	13
OWI		1	1
STILL ALARM - CHOOSE SUB TYPE	DUMPSTER FIRE - PC	1	1
STILL ALARM - CHOOSE SUB TYPE	VEHICLE FIRE	1	1
SUICIDE	SERIOUS INJURIES	1	1
SUICIDE	THREATS	1	3
THEFT	IN PROGRESS	1	1
TRAFFIC STOP		1	196
UNKNOWN PROBLEM		1	3
WELFARE CHECK		1	22
ACCIDENT	PROPERTY DAMAGE	2	31
ASSAULT		2	4
ASSAULT	REPORT	2	1
ASSIST OFFICER/AGENCY	FIRE DEPARTMENT (PSCO	2	6

Grimes - CAD - Calls for Service

May 2023

	ASSIST OFFICER/AGENCY	MEDICS (PCSO USE	2	71
	BURGLARY	REPORT	2	3
	COMMERCIAL FIRE	ALARM	2	15
	DISPUTE/DISAGREEMENT		2	31
	DISPUTE/DISAGREEMENT	CIVIL	2	4
	DISPUTE/DISAGREEMENT	TRESPASS	2	1
	DOMESTIC		2	7
	DOMESTIC	PROPERTY RETRIEVAL	2	3
	FRAUD		2	1
	HIT & RUN	JUST OCCURRED	2	5
	HIT & RUN	REPORT	2	7
	INTOXICATED PERSON		2	2
	INVESTIGATION ASSIGNMENT	CARBON MONOXIDE	2	1
	INVESTIGATION ASSIGNMENT	FIRE ALARM SIGNAL	2	1
	INVESTIGATION ASSIGNMENT	SMOKE IN THE AREA	2	1
	MENTAL PROBLEM		2	5
	MISSING PERSON		2	2
	MISSING PERSON	RECOVERED	2	2
	SUSPICIOUS		2	3
	SUSPICIOUS	ACTIVITY	2	7
	SUSPICIOUS	PERSON	2	10
	SUSPICIOUS	VEHICLE	2	20
	TRESPASS		2	5
	WANTED PERSON		2	2
	WANTED PERSON	CHECK	2	1
	ANIMAL CALL	CRUELTY/NEGLECT	3	1
	ASSIST OFFICER/AGENCY	FIRE DEPARTMENT (PSCO	3	1
	CIVIL CASE	EVICTION	3	1
	DEBRIS IN ROADWAY		3	8
	DISPUTE/DISAGREEMENT	HALF ONLY	3	4
	DOMESTIC	HALF ONLY	3	1
	DPQ	JUVENILE	3	1
	FRAUD	REPORT	3	4
	HARASSMENT		3	2
	HARASSMENT	REPORT	3	10
	INFORMATION	REPOSSED VEHICLE	3	6
	LARCENY MOTOR VEHICLE	REPORT	3	2

Grimes - CAD - Calls for Service

May 2023

	LOST PROPERTY		3	2
	MESSAGE		3	9
	PUBLIC ASSIST (POLICE)		3	42
	RADAR SETUP		3	65
	RECOVERED/FOUND PROPERTY		3	3
	RUNAWAY		3	2
	RUNAWAY	RECOVERED	3	1
	SUSPICIOUS	INFORMATION	3	2
	THEFT	REPORT	3	4
	THREATS	REPORT	3	1
	VANDALISM	REPORT	3	2
	ABANDONED VEHICLE		4	11
	ATTEMPT TO LOCATE		4	3
	DPQ		4	1
	DPQ	LOUD MUSIC	4	5
	FOLLOW UP		4	22
	ILLEGAL PARKING		4	14
	ILLEGAL PARKING	BLOCKING DRIVEWAY	4	1
	ILLEGAL PARKING	HANDICAPPED ZONE	4	1
	ILLEGAL POSSESSION		4	1
	INFORMATION		4	4
	RECKLESS DRIVER(S)		4	25
	ROADS HAZARDOUS/BLOCKED		4	1
	STALLED VEHICLE		4	21
	ANIMAL CALL		5	2
	ANIMAL CALL	BITE	5	1
	ANIMAL CALL	CONFINED	5	6
	ANIMAL CALL	CRUELTY/NEGLECT	5	4
	ANIMAL CALL	INJURED	5	1
	ANIMAL CALL	MISCELLANEOUS	5	3
	SCHOOL BUS VIOLATION		5	2
	SPECIAL WATCH		5	15
	VEHICLE UNLOCK		5	10
	ANIMAL CALL	BARKING DOG	6	3
	ANIMAL CALL	STRAY	6	4
	PUBLIC WORKS INFORMATION		9	1
		Total:		**1101**

Grimes - CAD - Calls for Service

Jun 2023

Call Code	Call Sub-Code	Priority	Number of Calls
ACCIDENT	PERSONAL INJURY	1	10
ASSIST OFFICER/AGENCY		1	1
AUDIBLE ALARM	COMMERCIAL	1	14
AUDIBLE ALARM	RESIDENTIAL	1	5
BUILDING CHECK		1	174
CHILD IN NEED OF ASSISTANCE		1	9
COMMERCIAL FIRE	ALARM - WATER FLOW	1	2
COMMERCIAL FIRE	ASSIGNMENT	1	1
DISPUTE/DISAGREEMENT	WEAPON	1	3
DOMESTIC	FIGHT	1	2
FIGHT		1	2
INCOMPLETE 911 CALL		1	9
OPEN DOOR		1	6
OWI		1	2
STILL ALARM - CHOOSE SUB TYPE	VEHICLE FIRE	1	1
SUICIDE	IN PROGRESS	1	1
SUICIDE	THREATS	1	3
TRAFFIC STOP		1	185
UNKNOWN PROBLEM		1	3
WELFARE CHECK		1	16
ACCIDENT	PROPERTY DAMAGE	2	28
ASSIST OFFICER/AGENCY	FIRE DEPARTMENT (PSCO	2	6
ASSIST OFFICER/AGENCY	MEDICS (PCSO USE ONLY)	2	74
BURGLARY	REPORT	2	4
COMMERCIAL FIRE	ALARM	2	9
DISPUTE/DISAGREEMENT		2	17
DISPUTE/DISAGREEMENT	CIVIL	2	2
DISPUTE/DISAGREEMENT	NEIGHBORHOOD	2	2
DISPUTE/DISAGREEMENT	TRESPASS	2	1
DOMESTIC		2	16
DOMESTIC	PROPERTY RETRIEVAL	2	10
FRAUD		2	1
HAZMAT - CHOOSE SUB TYPE	FUEL SPILL/LEAK - PC	2	1
HAZMAT - CHOOSE SUB TYPE	NATURAL GAS	2	1

Grimes - CAD - Calls for Service

Jun 2023

	HIT & RUN		2	1
	HIT & RUN	JUST OCCURRED	2	2
	HIT & RUN	REPORT	2	2
	INTOXICATED PERSON		2	2
	INVESTIGATION ASSIGNMENT	CARBON MONOXIDE	2	2
	INVESTIGATION ASSIGNMENT	FIRE ALARM SIGNAL	2	4
	INVESTIGATION ASSIGNMENT	SMOKE IN THE AREA	2	1
	INVESTIGATION ASSIGNMENT	SUSPICIOUS ODOR	2	1
	LARCENY MOTOR VEHICLE	JUST OCCURED	2	1
	MENTAL PROBLEM		2	7
	MISSING PERSON	RECOVERED	2	1
	NARCOTIC ACTIVITY		2	2
	RESIDENTAL FIRE	ALARM	2	4
	SUSPICIOUS		2	4
	SUSPICIOUS	ACTIVITY	2	10
	SUSPICIOUS	PERSON	2	11
	SUSPICIOUS	VEHICLE	2	24
	THEFT	JUST OCCURED	2	2
	TRESPASS		2	1
	WANTED PERSON		2	4
	WANTED PERSON	CHECK	2	1
	CIVIL CASE		3	1
	CIVIL CASE	EVICTION	3	1
	DEBRIS IN ROADWAY		3	3
	DISPUTE/DISAGREEMENT	HALF ONLY	3	6
	DOMESTIC	HALF ONLY	3	4
	DPQ	JUVENILE	3	4
	FRAUD	REPORT	3	3
	HARASSMENT		3	1
	HARASSMENT	REPORT	3	2
	INFORMATION	REPOSSED VEHICLE	3	1
	LARCENY MOTOR VEHICLE	RECOVERED	3	2
	LARCENY MOTOR VEHICLE	REPORT	3	1
	LOST PROPERTY	REPORT	3	1
	MESSAGE		3	7
	PUBLIC ASSIST (POLICE)		3	16
	RADAR SETUP		3	63

Grimes - CAD - Calls for Service

Jun 2023

	RECOVERED/FOUND PROPERTY		3	2
	THEFT	REPORT	3	7
	THEFT	SUSPECT	3	3
	THREATS	REPORT	3	2
	VANDALISM	REPORT	3	2
	ABANDONED VEHICLE		4	4
	ATTEMPT TO LOCATE		4	2
	BROADCAST	RECKLESS	4	1
	DPQ		4	4
	DPQ	FIREWORKS	4	6
	DPQ	LOUD MUSIC	4	2
	DPQ	PARTY/LOUD TALKING	4	4
	FOLLOW UP		4	28
	ILLEGAL PARKING		4	19
	ILLEGAL PARKING	BLOCKING DRIVEWAY	4	1
	ILLEGAL PARKING	FIRE LANE / HYDRANT	4	1
	INFORMATION		4	8
	MISCELLANEOUS TRIP		4	2
	RECKLESS DRIVER(S)		4	21
	ROADS HAZARDOUS/BLOCKED		4	1
	STALLED VEHICLE		4	20
	TRAFFIC SIGNAL PROBLEM		4	1
	ANIMAL CALL		5	4
	ANIMAL CALL	CONFINED	5	3
	ANIMAL CALL	CRUELTY/NEGLECT	5	7
	ANIMAL CALL	INJURED	5	1
	ANIMAL CALL	MISCELLANEOUS	5	1
	SPECIAL WATCH		5	26
	VEHICLE UNLOCK		5	19
	ANIMAL CALL	BARKING DOG	6	1
	ANIMAL CALL	DEAD	6	1
	ANIMAL CALL	STRAY	6	8
		Total:		**1036**

RESOLUTION NO. 07-0523 APPROVING PAYMENTS FOR PROFESSIONAL SERVICES

WHEREAS, the City of Grimes has identified the need to retain consultants for professional services;

WHEREAS, the consultants have agreed to provide a scope of work for the City;

WHEREAS, the consultants have completed all or portions of the scope of work and are requesting payment of those services;

WHEREAS, the requests for payments have been reviewed and approved by City staff as due and payable;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grimes, Iowa the professional payments that are listed, shall be approved as submitted.

PASSED AND APPROVED this 25th day of July 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

WHITFIELD & EDDY LAW

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

June 30, 2023

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

Invoice:	316117
Client:	176170
Matter:	0012
Billing Attorney:	TIH

INVOICE SUMMARY

For Professional Services Rendered through May 31, 2023

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

Total Professional Services	$ 94.00
Total Costs	$ .00
TOTAL CURRENT INVOICE	**$ 94.00**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: July 11, 2023 **PAYMENT REQUEST #** 5

PAYMENT PERIOD: From: April 1, 2023 Through: May 31, 2023

Contract Summary

Original Contract Amount:	$ 71,600.00			
Net change by Change Orders:	$ 23,700.00			
Contract Amount to Date: (line 1 ± 2)		$ 95,300.00		
Total completed and stored to date:	$ 83,929.31			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 83,929.31		
Less previous applications for payment:		$ 71,600.00		
SUBTOTAL			$	12,329.31
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	12,329.31
Balance to finish, including retainage:		$ 11,370.69		
Contract Time Remaining (If applicable)	- Working Days			

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

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

Jordan Stoermer
Signature — 6/28/23 Date

Engineer / Consultant Approval:
Firm Name

Signature — Date

City of Grimes Staff Approval:
Signature — 7-3-23 Date

City of Grimes Council Approval:
Council 7-11-23
Signature — Date

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

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

Date Printed: 6/27/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	January 24, 2023	$ 9,714.38
2	March 14, 2023	$ 27,066.94
3	April 11, 2023	$ 24,679.00
4	May 9, 2023	$ 10,139.68
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **$ 71,600.00**

Record of Change Orders

No.	Date	Amount
1	April 25, 2023	$ 23,700.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **$ 23,700.00**

Contract Time Remaining

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

Date Printed: 6/27/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

June 27, 2023

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

Invoice No: 122.1545.01 - 5

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

Professional Services through May 31, 2023

Basic Services

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	0.00	71,600.00	71,600.00	
Limit			71,600.00	
		Phase Subtotal		**0.00**

Construction Services

	Hours	**Rate**	**Amount**	
Principal Engineer I	.75	230.00	172.50	
Engineer VIII	24.50	192.00	4,704.00	
Project Manager VI	5.00	173.00	865.00	
Engineer V	11.50	161.00	1,851.50	
Engineer I	5.00	109.00	545.00	
Technician VIII	1.00	130.00	130.00	
Technician VII	3.00	120.00	360.00	
Technician VI	19.50	108.00	2,106.00	
Technician II	18.50	73.00	1,350.50	
Administrative II	1.50	75.00	112.50	
Total Services	90.25		12,197.00	
Total Services				**12,197.00**

Employee Mileage			36.68	
Total Expenses				**36.68**

Fleet Mileage **95.63**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	12,329.31	0.00	12,329.31	
Limit			23,700.00	
Remaining			11,370.69	
		Phase Subtotal		**$12,329.31**

Amount Due this Invoice **$12,329.31**

Total	**Prior**	**Current**

REMIT TO: **SNYDER & ASSOCIATES, INC.**
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023
p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	122.1545.01	Grimes-IaHwy44TrailExtension			Invoice	5
Billings to Date		**83,929.31**	**71,600.00**	**12,329.31**		

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

PROGRESS REPORT # 5 *Date:* 6/22/2023

To:	Matt Ahrens, P.E.	*Project Name:*	IA Highway 44 Trail Extension
From:	John Haldeman, P.E.	*Finance Budget Code #:*	377-430-6407
S&A Project #:	122.1545.01	*Vender #:*	2031
Period:	5/1/23 - 5/31/23		

Dear Matt:

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

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

PRODUCTION:

Work During this Period Included:

1. On Call construction administration assistance
2. Construction Staking

Projected Work by Snyder & Associates for Next Period:

1. On Call construction administration assistance
2. Construction Staking

Projected Work by City Staff for Next Period:

1. Construction Admin and Observation

SCHEDULE:

Task on Project	*Target*	*Complete*
Topographic and Boundary Survey	December 2022	October 14, 2022
Design and Plans	February 2023	March 9, 2023
Bid Letting	March, 2023	April 4, 2023
Construction	May - August 2023	On track

BUDGET AND COMPLETION STATUS:

Task on Project	*Total Authorized*	*% Complete*	*Fee Invoiced*	*% Fee*
Basic Services	$71,600.00	100%	$71,600.00	100.00%
Construction Services	$23,700.00	35%	$7,700.00	32.49%
Total Project Budget:	$95,300.00	90%	$79,300.00	83.21%
Remaining Project Budget:	$16,000.00			

SPECIAL CONSIDERATIONS:

None at this time.

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

Sincerely,

SNYDER & ASSOCIATES, INC.

Jordan Stoermer

Jordan Stoermer, PE
Project Manager

Enclosure

cc: Todd Knox, P.E., PTOE
John Haldeman, P.E.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: July 11, 2023 **PAYMENT REQUEST #** 9

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

Contract Summary

Original Contract Amount:	$ 793,500.00			
Net change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 793,500.00		
Total completed and stored to date:	$ 743,453.49			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 743,453.49		
Less previous applications for payment:		$ 653,676.29		
SUBTOTAL			$	89,777.20
OTHER CHARGES (Attach an itemized list)				
CURRENT PAYMENT DUE			$	89,777.20
Balance to finish, including retainage:		$ 50,046.51		
Contract Time Remaining (If applicable)	- Working Days			

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Foth Infrastructure & Environment, LLC

Firm Name

Signature 6/20/2023

Date

City of Grimes Staff Approval:

Signature 7-3-23

Date

City of Grimes Council Approval:

Council 7-11-23

Signature Date

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

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

Date Printed: 6/20/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 11, 2022	$ 49,535.72
2	November 8, 2022	$ 63,095.74
3	December 13, 2022	$ 41,561.07
4	January 10, 2023	$ 65,878.59
5	March 14, 2023	$ 170,495.20
6	April 18, 2023	$ 73,807.58
7	May 9, 2023	$ 92,306.00
8	June 27, 2023	$ 96,996.39
9	July 11, 2023	
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **$ 653,676.29**

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **$ -**

Contract Time Remaining

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

Date Printed: 6/20/2023

Invoice

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

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

June 16, 2023
Project No: 0022G020.01
Invoice No: 84429

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

Invoice Total USD 89,777.20

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

Professional Services through May 31, 2023

Professional Personnel

	Hours	Rate	Amount
Project Manager III	2.00	216.00	432.00
Project Manager I	4.00	180.00	720.00
Project Engineer V	13.50	216.00	2,916.00
Project Engineer IV	101.00	190.00	19,190.00
Project Engineer II	55.00	166.00	9,130.00
Project Engineer I	81.50	154.00	12,551.00
Staff Engineer II	39.50	137.00	5,411.50
Technician VIII	7.00	165.00	1,155.00
Technician VI	106.00	145.00	15,370.00
Technician V	58.00	135.00	7,830.00
Technician IV	64.00	125.00	8,000.00
Technician II	56.70	105.00	5,953.50
Technician I	13.00	85.00	1,105.00
Totals	601.20		89,764.00
Total Labor			**89,764.00**

Expenses **13.20**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	89,777.20	653,676.29	743,453.49
Limit			793,500.00
Remaining			50,046.51

Total This Invoice **USD 89,777.20**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: July 11, 2023 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: 05/28/2023 Through: 06/24/2023

Contract Summary

Original Contract Amount:	$ 96,000.00			
Net change by Change Orders:	$ 62,280.00			
Contract Amount to Date: (line 1 ± 2)		$ 158,280.00		
Total completed and stored to date:	$ 110,680.70			
Retainage: 0 % of Completed Work:				
Total Earned less Retainage:		$ 110,680.70		
Less previous applications for payment:		$ 107,397.50		
SUBTOTAL			$	3,283.20
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	3,283.20
Balance to finish, including retainage:		$ 47,599.30		
Contract Time Remaining (If applicable)	- Working Days			

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

Construction Contractor Approval:

Firm Name

Signature Date

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

Nichole Jungren
Signature Date 6/29/2023

City of Grimes Staff Approval:
Signature Date 7-3-23

City of Grimes Council Approval: Council 7-11-23
Signature Date

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

Date Printed: 6/29/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 8, 2022	$ 59,930.00
2	December 13, 2022	$ 8,145.00
3	Febuary 14,2023	$ 19,340.00
4	March 14, 2023	$ 3,830.00
5	May 9, 2023	$ 4,755.00
6	June 13, 2023	$ 11,397.50
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **$ 107,397.50**

Record of Change Orders

No.	Date	Amount
1	April 25, 2023	$ 62,280.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **$ 62,280.00**

Contract Time Remaining

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

Date Printed: 6/29/2023

MSA™

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

INVOICE

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

For questions, contact: (800) 362-4505

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

June 29, 2023
Invoice No: R09410016.0 - 2

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

AMOUNT DUE THIS INVOICE: $3,283.20

Project R09410016.0 Grimes IA Trail Ridge Reconstruction CRS

Professional Services from May 28, 2023 to June 24, 2023

Phase 01 Lump Sum

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Construction Admin	29,810.00	31.00	9,241.10	6,260.10	2,981.00
Construction Staking	30,220.00	18.00	5,439.60	5,137.40	302.20
Post Construction	2,250.00	0.00	0.00	0.00	0.00
Total Fee	62,280.00		14,680.70	11,397.50	3,283.20

Total Fee 3,283.20

Total this Phase $3,283.20

AMOUNT DUE THIS INVOICE: $3,283.20

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

MSA ENABLES PEOPLE TO POSITIVELY IMPACT THE LIVES OF OTHERS.

We are proud to be a 100% employee-owned firm.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title:	East Gateway Dr & East 1st St Intersection Improvements		
Contractor:	Snyder & Associates, Inc.		
Address:	2727 Snyder Blvd., PO Box 1159, Ankeny Iowa 50023		
Finance Budget Code:	371-210-6407	***Finance Project #***	
Vendor Project or Invoice #:	123.0366.01	***PO #***	
Original Contract Date:	March 14, 2023	***Vendor #***	2031

Date of Council Meeting: July 11, 2023 **PAYMENT REQUEST #** 3

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

Contract Summary

Original Contract Amount:	$ 165,400.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 165,400.00	
Total completed and stored to date:	$ 63,350.40		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 63,350.40	
Less previous applications for payment:		$ 31,214.75	
SUBTOTAL			$ 32,135.65
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 32,135.65
Balance to finish, including retainage:		$ 102,049.60	
Contract Time Remaining (If applicable)	- Working Days		

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

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

Jordan Stoermer
Signature — 6/28/23 Date

Engineer / Consultant Approval:
Firm Name

Signature — Date

City of Grimes Staff Approval:
Signature — 7-3-23 Date

City of Grimes Council Approval:
Council 7-11-23
Signature — Date

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

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

Date Printed: 6/27/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 9, 2023	$ 11,742.93
2	June 27, 2023	$ 19,471.82
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **$ 31,214.75**

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **$ -**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	March 14, 2023
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

June 27, 2023

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

Invoice No: 123.0366.01 - 3

Finance Budget Code 371-210-6407

Project **123.0366.01** **E Gateway Drive & East 1st Street Intersection Impr**

Professional Services through May 31, 2023

	Hours	Rate	Amount	
Principal Engineer II	1.00	245.00	245.00	
Principal Engineer I	1.75	230.00	402.50	
Land Surveyor VIII	3.00	192.00	576.00	
Engineer VIII	26.50	192.00	5,088.00	
Engineer V	21.50	161.00	3,461.50	
Engineer III	27.50	137.00	3,767.50	
Engineer I	41.50	109.00	4,523.50	
Technician VII	8.00	120.00	960.00	
Technician VI	70.00	108.00	7,560.00	
Technician III	65.50	80.00	5,240.00	
Technician II	4.00	73.00	292.00	
Total Services	270.25		32,116.00	
Total Services				**32,116.00**

Fleet Mileage **19.65**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	32,135.65	31,214.75	63,350.40	
Limit			165,400.00	
Remaining			102,049.60	
				$32,135.65

Amount Due this Invoice **$32,135.65**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

PROGRESS REPORT # 3 *Date:* 6/22/2023

To:	Matt Ahrens, P.E.	*Project Name:*	E Gateway Drive and E 1st Street Intersection Improvements
From:	John Haldeman, P.E.	*Finance Budget Code #:*	371-210-3407
S&A Project #:	123.0366.01	*Vender #:*	2031
Period:	5/1/23 - 5/31/23		

Dear Matt:

Enclosed is the second Invoice and Progress Report for the E Gateway Drive and E 1st Street Intersection Improvements project. Below are details of work completed for this period and anticipated work for the next period.

PRODUCTION:

Work During this Period Included:

1. Preliminary Design
2. Final Design
3. Utility Coordination

Projected Work by Snyder & Associates for Next Period:

1. Complete Final design
2. Lighting Anayssis
3. Public Informaiton Meeting (if required)
4. Acquisition Plats

Projected Work by City Staff for Next Period:

1. Coordinate on letting date.
2. Review Check Plan Submittal.
3. Right-of-Way Acquisition.

SCHEDULE:

Task on Project	*Target*	*Complete*
Notice to Proceed	March 14, 2023	March 14, 2023
Topographic and Boundary Survey	March 24, 2023	April 1, 2023
Design and Plans	July 18, 2023	
Bid Letting	August 15, 2023	
Construction	September 1, 2023	

BUDGET AND COMPLETION STATUS:

Task on Project	*Total Authorized*	*% Complete*	*Fee Invoiced*	*% Fee*
Basic Services	$165,400.00	50%	$68,141.00	41.20%
Additional Services	By Amendment			
Construction Services	By Amendment			
Total Project Budget:	$165,400.00	50%	$68,141.00	41.20%
Remaining Project Budget:	$97,259.00			

SPECIAL CONSIDERATIONS:

None at this time.

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

Sincerely,

SNYDER & ASSOCIATES, INC.

Jordan Stoermer

Jordan Stoermer, PE
Project Manager

Enclosure

cc: Todd Knox, P.E., PTOE
John Haldeman, P.E.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: July 11, 2023 **PAYMENT REQUEST #** 9

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

Contract Summary

Original Contract Amount:	$ 298,400.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 298,400.00	
Total completed and stored to date:	$ 164,629.53		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 164,629.53	
Less previous applications for payment:		$ 156,991.25	
SUBTOTAL			$ 7,638.28
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 7,638.28
Balance to finish, including retainage:		$ 133,770.47	
Contract Time Remaining (If applicable)	- Working Days		

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

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

Jordan Stoermer
Signature — 6/28/2023 Date

Engineer / Consultant Approval:
Firm Name

Signature — Date

City of Grimes Staff Approval:
Signature — 7-3-23 Date

City of Grimes Council Approval:
Council 7-11-23
Signature — Date

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

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

Date Printed: 6/27/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 22, 2022	$ 7,817.88
2	December 13, 2022	$ 19,202.13
3	January 24, 2023	$ 13,411.00
4	February 14, 2023	$ 9,642.25
5	March 14, 2023	$ 44,746.25
6	April 11, 2023	$ 20,777.49
7	May 9, 2023	$ 28,605.75
8	June 27, 2023	$ 12,788.50
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **$ 156,991.25**

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **$ -**

Contract Time Remaining

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

Date Printed: 6/27/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

June 27, 2023

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

Invoice No: 122.1329.01 - 9

Finance Budget Code 375-210-6407

Email mahrens@grimesiowa.gov

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

Professional Services through May 31, 2023

Basic Services

	Hours	Rate	Amount	
Principal Engineer II	1.00	229.00	229.00	
Principal Engineer I	4.00	217.00	868.00	
Engineer VIII	9.00	181.00	1,629.00	
Engineer V	1.00	152.00	152.00	
Engineer I	.25	103.00	25.75	
Technician V	18.25	92.00	1,679.00	
Technician III	37.50	75.00	2,812.50	
Technician II	3.00	69.00	207.00	
Total Services	74.00		7,602.25	
Total Services				**7,602.25**

Fleet Mileage **36.03**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	7,638.28	156,991.25	164,629.53
Limit			298,400.00
Remaining			133,770.47

Phase Subtotal **$7,638.28**

Amount Due this Invoice **$7,638.28**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

PROGRESS REPORT # 9 *Date:* 6/22/2023

To:	Matt Ahrens, P.E.	*Project Name:*	NE Destination Dr & NE Beaverbrooke Blvd Improvements
From:	John Haldeman, P.E.	*Finance Budget Code #:*	375-210-6407
S&A Project #:	122.1329.01	*Vender #:*	2031
Period:	5/1/23 - 5/31/23		

Dear Matt:

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

PRODUCTION:

Work During this Period Included:

1. Working on Final Plans of the intersection.
2. Preparing U-STEP application for Iowa DOT.
3. Working on Preliminary Plans for the Phase 2 project.

Projected Work by Snyder & Associates for Next Period:

1. Coordinate with the City on sending the Phase 1 intersection project out for bids .
   Continued work on the Phase 2 design.

Projected Work by City Staff for Next Period:

1. Work with S&A on schedule, scope, fee to include the north half of Destination Drive into the project.
2. Work with S&A on letting schedules

SCHEDULE:

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

BUDGET AND COMPLETION STATUS:

Task on Project	*Total Authorized*	*% Complete*	*Fee Invoiced*	*% Fee*
Basic Services	$298,400.00	60%	$168,160.00	56.35%
Construction Services - Phase 1	By Amendment			
Construction Services - Phase 2	By Amendment			
Total Project Budget:	$298,400.00	60%	$168,160.00	56.35%
Remaining Project Budget:	$130,240.00			

SPECIAL CONSIDERATIONS:
N/A

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

Sincerely,

SNYDER & ASSOCIATES, INC.

Jordan Stoermer, PE
Project Manager

Enclosure

cc: Todd Knox, P.E., PTOE
John Haldeman, P.E.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: July 11, 2023 **PAYMENT REQUEST #** 55
PAYMENT PERIOD: From: May 21, 2023 Through: June 17, 2023

Contract Summary

Original Contract Amount:	$ 882,000.00		
Net change by Change Orders:	$ 626,000.00		
Contract Amount to Date: (line 1 ± 2)		$ 1,508,000.00	
Total completed and stored to date:	$ 1,473,000.00		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 1,473,000.00	
Less previous applications for payment:		$ 1,447,968.26	
SUBTOTAL			$ 25,031.74
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 25,031.74
Balance to finish, including retainage:		$ 35,000.00	
Contract Time Remaining (If applicable)	- Working Days		

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

Construction Contractor Approval:
Firm Name
Signature Date

Engineer / Consultant Approval: Veenstra & Kimm, Inc.
Firm Name
Signature Date: June 29, 2023

City of Grimes Staff Approval:
Signature Date: 7-3-23

City of Grimes Council Approval: Council 7-11-23
Signature Date

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

Date Printed: 6/23/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

Previous Applications for Payment

No.	Date	Amount
36	December 14, 2021	$ 10,413.05
37	January 11, 2022	$ 70,000.00
38	February 8, 2022	$ 18,414.00
39	March 8, 2022	$ 13,086.08
40	April 12, 2022	$ 27,388.60
41	May 10, 2022	$ 33,571.24
42	June 14, 2022	$ 39,108.44
43	July 12, 2022	$ 37,507.11
44	August 9, 2022	$ 47,079.48
45	September 13, 2022	$ 82,131.55
46	October 11, 2022	$ 71,397.76
47	November 8, 2022	$ 59,227.51
48	December 13, 2022	$ 63,958.16
49	January 10, 2023	$ 66,133.54
50	February 14, 2023	$ 57,401.07
51	March 14, 2023	$ 62,975.04
52	April 11, 2023	$ 57,915.63
53	May 9, 2023	$ 76,259.89
54	June 13, 2023	$ 78,532.16
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL $ 1,447,968.26

Record of Change Orders

No.	Date	Amount
1	September 22, 2020	$ -
2	October 27, 2020	$ 66,000.00
3	December 14, 2021	$ 560,000.00
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL $ 626,000.00

Contract Time Remaining

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

Date Printed: 6/23/2023

VEENSTRA & KIMM INC.

STATEMENT OF PROFESSIONAL SERVICES

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

June 23, 2023
Project No: 128108
Invoice No: 18

Project Manager H. Veenstra

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

Professional Services from May 21, 2023 to June 17, 2023

Professional Personnel

	Hours	Rate	Amount	
Clerical II	3.00	80.00	240.00	
Clerical III	2.00	70.00	140.00	
Process Engineer I	4.00	235.00	940.00	
Engineer I-B	4.00	201.00	804.00	
Engineer III-A	1.50	160.00	240.00	
Engineer XI	6.00	87.00	522.00	
Construction Engineer II	74.00	127.00	9,398.00	
Surveyor I	5.50	148.00	814.00	
Technician I	46.00	110.00	5,060.00	
Technician III	63.00	91.00	5,733.00	
Technician IV	5.50	86.00	473.00	
Technician VI	8.50	72.00	612.00	
Totals	223.00		24,976.00	
Total Labor				**24,976.00**

Reimbursable Expenses

Travel	2.03	
Total Reimbursables	**2.03**	**2.03**

Unit Billing

Mileage	53.71	
Total Units	**53.71**	**53.71**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	25,031.74	874,968.26	900,000.00
Limit			900,000.00

Total this Invoice **$25,031.74**

Billings to Date

	Current	Prior	Total
Labor	24,976.00	823,732.00	848,708.00
Expense	2.03	6,311.27	6,313.30

Project	128108	WRA Connector - Phase 2 - CS			Invoice	18
Unit		53.71	44,924.99	44,978.70		
Totals		**25,031.74**	**874,968.26**	**900,000.00**		

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title: SE Little Beaver Dr. and SE 4th Thru 6th Sts. Water Main
Contractor: MSA Professional Services, Inc.
Address: 1555 SE Delaware Avenue, Suite F Ankeny, IA 50021
Finance Budget Code: 345-810-6407 ***Finance Project #***
Vendor Project or Invoice #: ***PO #***
Original Contract Date: March 28, 2023 ***Vendor #*** 3134

Date of Council Meeting: July 11, 2023 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: 05/28/2023 Through: 06/24/2023

Contract Summary

Original Contract Amount:	$ 84,800.00			
Net change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 84,800.00		
Total completed and stored to date:	$ 52,620.00			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 52,620.00		
Less previous applications for payment:		$ 44,690.00		
SUBTOTAL			$	7,930.00
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	7,930.00
Balance to finish, including retainage:		$ 32,180.00		
Contract Time Remaining (If applicable)	- Working Days			

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

Construction Contractor Approval:

Firm Name

Signature Date

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

Nichole Jungren 6/29/2023
Signature Date

City of Grimes Staff Approval: 7-3-23
Signature Date

City of Grimes Council Approval: Council 7-11-23
Signature Date

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

Date Printed: 6/29/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 13, 2023	$ 44,690.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **$ 44,690.00**

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **$ -**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	March 28, 2023
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Date Printed: 6/29/2023

MSA™

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

INVOICE

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

For questions, contact: (800) 362-4505

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

June 29, 2023
Invoice No: R09410017.0 - 2

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

AMOUNT DUE THIS INVOICE: $7,930.00

Project R09410017.0 Grimes IA SE Little Beaver Dr. and SE 4th thru 6th Sts. Water Main

Professional Services from May 28, 2023 to June 24, 2023

Phase 01 Lump Sum

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Survey/Mapping	14,500.00	100.00	14,500.00	14,500.00	0.00
Preliminary Design	26,800.00	100.00	26,800.00	26,800.00	0.00
Final Design	27,200.00	25.00	6,800.00	0.00	6,800.00
Bidding	5,000.00	0.00	0.00	0.00	0.00
Project Administration	11,300.00	40.00	4,520.00	3,390.00	1,130.00
Total Fee	84,800.00		52,620.00	44,690.00	7,930.00

Total Fee	**7,930.00**
Total this Phase	**$7,930.00**
AMOUNT DUE THIS INVOICE:	**$7,930.00**

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

MSA ENABLES PEOPLE TO POSITIVELY IMPACT THE LIVES OF OTHERS.

We are proud to be a 100% employee-owned firm.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER):
City of Grimes

PROJECT: Grimes Public Library
PROJECT: # X237400

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

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

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

APPLICATION NO: 17
PERIOD TO:
06/01/23
06/30/23

CONTRACT DATE:

CONSTRUCTION MANAGER'S APPLICATION FOR PAYMENT

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

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

1.ORIGINAL CONTRACT SUM		$ 951,048.00
2.Net change by Change Order		$ 40,191.50
3.CONTRACT SUM TO DATE (Line 1+2) (Column C on G703)		$ 991,239.50
4.TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 809,628.87
5. RETAINAGE:		
a. 0% completed work (Column D + E on G703)	$ -	
b. 0% of Stored Material (Column F on G703) included in above number	$ -	
TOTAL RETAINAGE (Line 5a + 5b or Total in Column 1 of G703)		$ -
6.TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 809,628.87
7.LESS PREVIOUS CERTIFICATES FOR PAYMENTS		$ 734,454.84
8.CURRENT PAYMENT NOW DUE		$ 75,174.03
9.BALANCE TO FINISH, PLUS RETAINAGE. (Line 3 less Line 6)		$ 181,610.63

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

CONTRACTOR: THE WEITZ COMPANY, LLC

By: Stephanie Morrison July 6, 2023

State of: IOWA County of: POLK
subscribed and sworn to before me this July 6, 2023

NOTARY PUBLIC: Kara DeVenney
My Commission Expires:

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

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED. . . . . $ 75,174.03
(Attach explanation if certified differs from the amount applied for.)

ARCHITECT:

By: _____ Date: 07.10.23

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

Prj #	X237400		App # :	17				Pd From:	1-Jun-23	
Prj Name	Grimes Public Library		App Date:	6-Jul-23				PD TO :	30-Jun-23	
Sub:			Retain :	5.00%						

A	B	C1	D	E	F	G		H	I
Item Number	Description of Work	SOV	WORK COMPLETED PREVIOUS (D+E)	WORK COMPLETED This Period	MATERIALS PRESENTLY STORED (NOT IN D OR E)	Total Completed And Stored (D+E+F)	Percent (G%C)	Balance To Finish (C-G)	Retainage
	The Weitz Company - Construction Manager								
1	Preconstruction	25,000.00	25,000.00			25,000.00	100%		
2	Construction Manager Services	497,759.00	424,737.00	41,082.00		465,819.00	94%	31,940	
	General Requirements								
3	Latrines	7,500.00	4,919.00	500.00		5,419.00	72%	2,081	
4	Surveying	7,457.50	4,012.50			4,012.50	54%	3,445	
5	Dumpsters/Trash Chute	33,560.00	5,186.00	1,843.00		7,029.00	21%	26,531	
6	Safety	2,050.00	15,046.31	217.77		15,264.08	745%	(13,214)	
7	SWPPP/Access/Snow Removal	34,142.00	17,469.83	300.00		17,769.83	52%	16,372	
8	General Building Enclosures/Heat	50,146.00	5,187.46	3,672.54		8,860.00	18%	41,286	
9	Roof Access	5,000.00	6,780.92	714.08		7,495.00	150%	(2,495)	
10	Temporary Fencing	11,000.00	7,236.00	1,382.00		8,618.00	78%	2,382	
11	Fee (3.25%) on Construction Manager Services	21,080.00	16,021.00	1,476.00		17,497.00	83%	3,583	
12	Fee (3.25%) per Prime Volume Summary below	296,545.00	202,858.82	23,986.64		226,845.46	76%	69,700	
	Prime Volume Summary								
1	BP #01 - Grading & Utilities - Correll Contractors	$438,000	393,887			393,887	90%	44,113	19,694
2	BP #02 - General Construction - Graphite Group	$2,665,000	2,228,474.38	113,187.46		2,341,661.84	88%	323,338	117,083
3	BP #03 - Masonry - Forrest & Associates	$346,029	191,055.78	144,992.75		336,048.53	97%	9,980	16,802
4	BP #04 - Flooring - Ideal Floors	$109,575	53,489.60			53,489.60	49%	56,085	2,674
5	BP #05 - Ceramic Tile - Des Moines Marble	$119,025						119,025	
6	BP #06 - Roofing - Academy Roofing	$422,350	374,550.00			374,550.00	89%	47,800	18,728
7	BP #07 - Aluminum, Glazing & Metal Panels - Forman Ford	$844,487	515,424.95	79,166.25		594,591.20	70%	249,896	29,730
8	BP #08 - Framing, Drywall, Acoustic, Paint - Performance Contracting Inc	$1,466,520	881,872.00	206,060.00		1,087,932.00	74%	378,588	54,397
9	BP #09 - Elevator - KONE	$144,000	36,184.00			36,184.00	25%	107,816	1,809
10	BP #10 - Fire Sprinkler - Midwest Auto Fire Sprinkler	$86,660	26,000.00	26,800.00		52,800.00	61%	33,860	2,640
11	BP #11 - Mechanical - AMC Mechanical	$1,021,690	868,281.45	87,961.10		956,242.55	94%	65,447	47,812
12	BP #12 - Electrical - Van Maanen Electric	$977,086	586,045.28	79,882.79		665,928.07	68%	311,158	33,296
13	BP #13 - Site Paving - Nehring	$235,622	86,545.50			86,545.50	37%	149,077	4,327
14	BP #14 - Landscaping - Miner Hardscape	$149,970						149,970	
	Prime Contractors Total	$ 9,026,013.65	$6,241,809.94	$ 738,050.35		$6,979,860.29	77%	2,046,153.36	348,993.01

	WEITZ TOTAL	**991,239.50**	**734,454.84**	**75,174.03**		**809,628.87**	**82%**	**181,610.63**	

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title:	S James and S 19th Temp Tsig		
Contractor:	Foth Infrastructure & Environment, LLC		
Address:	8191 Birchwood Court, Suite L, Johnston, IA 50131		
Finance Budget Code:	355-240-6407	***Finance Project #***	
Vendor Project or Invoice #:	22G040.01	***PO #***	
Original Contract Date:	October 25, 2022	***Vendor #***	2972

Date of Council Meeting: July 25, 2023 **PAYMENT REQUEST #** 4

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

Contract Summary

Original Contract Amount:	$ 17,800.00		
Net change by Change Orders:	$ 4,500.00		
Contract Amount to Date: (line 1 ± 2)		$ 22,300.00	
Total completed and stored to date:	$ 18,888.40		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 18,888.40	
Less previous applications for payment:		$ 15,880.00	
SUBTOTAL			$ 3,008.40
OTHER CHARGES (Attach an itemized list)			
CURRENT PAYMENT DUE			$ 3,008.40
Balance to finish, including retainage:		$ 3,411.60	
Contract Time Remaining (If applicable)	- Working Days		

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Foth Infrastructure & Environment, LLC

Firm Name

Molly Long

Signature 7/17/2025

Date

City of Grimes Staff Approval:

Signature 7-19-23

Date

City of Grimes Council Approval:

Council 7-25-23

Signature Date

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

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

Date Printed: 7/17/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	December 27, 2022	$ 4,708.00
2	March 14, 2023	$ 5,451.00
3	May 9, 2023	$ 5,721.00
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **$ 15,880.00**

Record of Change Orders

No.	Date	Amount
1	May 23, 2023	$ 4,500.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **$ 4,500.00**

Contract Time Remaining

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

Date Printed: 7/17/2023

Invoice

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

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

July 14, 2023
Project No: 0022G040.01
Invoice No: 84861

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

Invoice Total USD 3,008.40

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

Professional Services through June 30, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager III	4.50	216.00	972.00	
Project Engineer III	5.50	178.00	979.00	
Project Engineer I	2.00	154.00	308.00	
Staff Engineer II	3.20	137.00	438.40	
Staff Engineer I	1.00	127.00	127.00	
Project Administrator II	1.00	102.00	102.00	
Project Administrator I	1.00	82.00	82.00	
Totals	18.20		3,008.40	
Total Labor				**3,008.40**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	3,008.40	15,880.00	18,888.40
Limit			22,300.00
Remaining			3,411.60

Total This Invoice USD 3,008.40

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: July 25, 2023 **PAYMENT REQUEST #** 13

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

Contract Summary

Original Contract Amount:	$ 214,965.00		
Net change by Change Orders:	$ 20,000.00		
Contract Amount to Date: (line 1 ± 2)		$ 234,965.00	
Total completed and stored to date:	$ 231,686.64		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 231,686.64	
Less previous applications for payment:		$ 225,282.64	
SUBTOTAL			$ 6,404.00
OTHER CHARGES (Attach an itemized list)			
CURRENT PAYMENT DUE			$ 6,404.00
Balance to finish, including retainage:		$ 3,278.36	
Contract Time Remaining (If applicable)	- Working Days		

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Foth Infrastructure & Environment, LLC

Firm Name

Signature 07/07/2023

Date

City of Grimes Staff Approval:

Signature 7-19-23

Date

City of Grimes Council Approval: Council 7-25-23

Signature Date

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

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

Date Printed: 7/7/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 27, 2021	$ 4,983.00
2	September 28, 2021	$ 19,600.50
3	October 26, 2021	$ 34,972.14
4	December 28, 2021	$ 41,799.85
5	February 8, 2022	$ 8,911.00
6	April 12, 2022	$ 40,897.00
7	April 26, 2022	$ 26,331.10
8	August 23, 2022	$ 3,666.25
9	September 27, 2022	$ 15,083.80
10	November 8, 2022	$ 1,565.00
11	December 13, 2022	$ 6,139.60
12	April 25, 2023	$ 21,333.40
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **$ 225,282.64**

Record of Change Orders

No.	Date	Amount
1	June 14, 2022	$ 20,000.00
2		
3		
4		
5		
6		
7/25/2023		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **$ 20,000.00**

Contract Time Remaining

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

Date Printed: 7/7/2023

Invoice

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

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

July 7, 2023
Project No: 0021G013.01
Invoice No: 84668

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

Invoice Total USD 6,404.00

Project 0021G013.01 2021 Sanitary Sewer Collection System Study

Professional Services through June 30, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager IV	1.00	228.00	228.00	
Project Engineer III	27.00	178.00	4,806.00	
Staff Engineer II	10.00	137.00	1,370.00	
Totals	38.00		6,404.00	
Total Labor				**6,404.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	6,404.00	225,282.64	231,686.64	
Limit			234,965.00	
Remaining			3,278.36	
		Total This Invoice		**USD 6,404.00**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: July 25, 2023 **PAYMENT REQUEST #** 9
PAYMENT PERIOD: From: 05/28/2023 Through: 6/24/2023

Contract Summary

Original Contract Amount:	$ 78,600.00			
Net change by Change Orders:	$ 149,690.00			
Contract Amount to Date: (line 1 ± 2)		$ 228,290.00		
Total completed and stored to date:	$ 223,170.00			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 223,170.00		
Less previous applications for payment:		$ 196,290.00		
SUBTOTAL			$	26,880.00
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	26,880.00
Balance to finish, including retainage:		$ 5,120.00		
Contract Time Remaining (If applicable)	- Working Days			

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

Construction Contractor Approval:

Firm Name

Signature Date

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

Nichole Jungren 06/28/2023
Signature Date

City of Grimes Staff Approval: 7-19-23
Signature Date

City of Grimes Council Approval: Council 7-25-23
Signature Date

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

Date Printed: 6/30/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 12, 2022	$ 71,600.00
2	June 14, 2022	$ 7,000.00
3	August 23, 2022	$ 13,358.90
4	November 8, 2022	$ 46,751.80
5	December 13,2022	$ 24,897.40
6	March 14, 2023	$ 13,116.60
7	May 9, 2023	$ 6,033.70
8	June 13, 2023	$ 13,531.60
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **$ 196,290.00**

Record of Change Orders

No.	Date	Amount
1	June 14, 2022	$ 113,190.00
2	April 11, 2023	$ 4,500.00
3	July 25, 2023	$ 32,000.00
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **$ 149,690.00**

Contract Time Remaining

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

Date Printed: 6/30/2023

MSA™

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

INVOICE

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

For questions, contact: (800) 362-4505

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

June 30, 2023
Invoice No: R09410014.0 - 7

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

AMOUNT DUE THIS INVOICE: $26,880.00

Project R09410014.0 Grimes IA Jacob St. Reconstruction CRS

Professional Services from May 28, 2023 to June 24, 2023

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Construction Admin	17,920.00	100.00	17,920.00	17,920.00	0.00
Construction Staking	17,230.00	100.00	17,230.00	17,230.00	0.00
Post Construction	1,160.00	100.00	1,160.00	1,160.00	0.00
Neighborhood Mtg	1,930.00	100.00	1,930.00	1,930.00	0.00
Construction Observation	74,950.00	100.00	74,950.00	74,950.00	0.00
Wall Design	4,500.00	100.00	4,500.00	4,500.00	0.00
Additional CA/CO	32,000.00	84.00	26,880.00	0.00	26,880.00
Total Fee	149,690.00		144,570.00	117,690.00	26,880.00

Total Fee **26,880.00**

AMOUNT DUE THIS INVOICE: $26,880.00

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

MSA ENABLES PEOPLE TO POSITIVELY IMPACT THE LIVES OF OTHERS.

We are proud to be a 100% employee-owned firm.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: July 25, 2023 **PAYMENT REQUEST #** 8

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

Contract Summary

Original Contract Amount:	$ 124,200.00			
Net change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 124,200.00		
Total completed and stored to date:	$ 118,984.17			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 118,984.17		
Less previous applications for payment:		$ 105,256.67		
SUBTOTAL			$	13,727.50
OTHER CHARGES (Attach an itemized list)				
CURRENT PAYMENT DUE			$	13,727.50
Balance to finish, including retainage:		$ 5,215.83		
Contract Time Remaining (If applicable)	- Working Days			

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Foth Infrastructure & Environment, LLC

Firm Name

Signature 07/07/2023

Date

City of Grimes Staff Approval:

Signature 7-19-23

Date

City of Grimes Council Approval:

Council 7-25-23

Signature Date

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

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

Date Printed: 7/7/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 26, 2022	$ 10,066.91
2	August 23, 2022	$ 49,409.76
3	September 27, 2022	$ 9,935.00
4	November 8, 2022	$ 6,724.00
5	December 13, 2022	$ 13,709.00
6	February 28, 2023	$ 3,510.00
7	April 25, 2023	$ 11,902.00
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **$ 105,256.67**

Record of Change Orders

No.	Date	Amount
1		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **$ -**

Contract Time Remaining

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

Date Printed: 7/7/2023

Invoice

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

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

June 14, 2023
Project No: 0022G009.00
Invoice No: 84331

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

Invoice Total USD 10,859.50

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

Professional Services through May 31, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager II	4.00	202.00	808.00	
Project Engineer III	9.00	178.00	1,602.00	
Project Engineer II	3.00	166.00	498.00	
Staff Engineer II	9.20	137.00	1,260.40	
Planner III	1.30	167.00	217.10	
Technician VIII	38.00	165.00	6,270.00	
Project Administrator II	2.00	102.00	204.00	
Totals	66.50		10,859.50	
Total Labor				**10,859.50**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	10,859.50	105,256.67	116,116.17
Limit			124,200.00
Remaining			8,083.83

Total This Invoice USD 10,859.50

Invoice

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

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

July 7, 2023
Project No: 0022G009.00
Invoice No: 84669

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

Invoice Total USD 2,868.00

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

Professional Services through June 30, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager IV	6.00	228.00	1,368.00	
Project Engineer III	.50	178.00	89.00	
Project Engineer II	8.50	166.00	1,411.00	
Totals	15.00		2,868.00	
Total Labor				**2,868.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	2,868.00	116,116.17	118,984.17	
Limit			124,200.00	
Remaining			5,215.83	
		Total This Invoice		**USD 2,868.00**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title: Phase 1A Water System Improvements
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, Iowa 50325
Finance Budget Code: 374-810-6407 ***Finance Project #***
Vendor Project or Invoice #: 146380-146620-146621-146622 ***PO #***
Original Contract Date: August 23, 2022 ***Vendor #*** 2830

Date of Council Meeting: July 25, 2023 **PAYMENT REQUEST #** 11
PAYMENT PERIOD: From: May 28, 2023 Through: July 1, 2023

Contract Summary

Original Contract Amount:	$ 1,168,650.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 1,168,650.00	
Total completed and stored to date:	$ 732,202.81		
Retainage: 5 % of Completed Work:			
Total Earned less Retainage:		$ 732,202.81	
Less previous applications for payment:		$ 655,963.72	
SUBTOTAL			$ 76,239.09
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 76,239.09
Balance to finish, including retainage:		$ 436,447.19	
Contract Time Remaining (If applicable)	- Working Days		

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

Construction Contractor Approval: McClure Engineering Company
Firm Name

Signature Date

Engineer / Consultant Approval: McClure Engineering Co.
Firm Name

Heather Dallen
Signature July 13, 2023
Date

City of Grimes Staff Approval: Matt Ahrens
Signature 7-19-23
Date

City of Grimes Council Approval: Council 7-25-23
Signature Date

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

Date Printed: 7/13/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 27, 2022	$ 9,533.25
2	October 25, 2022	$ 69,899.99
3	November 22, 2022	$ 79,736.54
4	December 27, 2022	$ 42,120.02
5	January 24, 2023	$ 69,644.61
6	February 14, 2023	$ 79,545.35
7	March 23, 2023	$ 80,719.55
8	April 25, 2023	$ 102,195.11
9	May 23, 2023	$ 45,750.47
10	June 27, 2023	$ 76,818.83
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **$ 655,963.72**

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **$ -**

Contract Time Remaining

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

Date Printed: 7/13/2023



1360 NW 121st Street
Clive, IA 50325

Matt Ahrens		June 30, 2023	
City of Grimes, IA		Project No:	0000211186-040
101 Northeast Harvey Street		Invoice No:	146380
Grimes, IA 50111		Due Date:	July 30, 2023

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

Professional Services from May 28, 2023 to July 01, 2023

Phase 401 Preliminary Design Phase

Consultants

Krishna Engineering Consultants, Inc.	9,190.00	
Total Consultants	**9,190.00**	**9,190.00**
Total this Phase		**$9,190.00**

Phase 501 Final Design Phase

	Hours	Rate	Amount	
Engineer II	88.00	155.00	13,640.00	
Engineering Technician II	72.50	135.00	9,787.50	
Principal	5.50	270.00	1,485.00	
Project Manager III	18.75	230.00	4,312.50	
Totals	184.75		29,225.00	
Total Labor				**29,225.00**

Consultants

Krishna Engineering Consultants, Inc.	11,200.00	
Total Consultants	**11,200.00**	**11,200.00**

Reimbursable Expenses

Out-Of-Pocket Expenses	93.63	
Total Reimbursables	**93.63**	**93.63**
Total this Phase		**$40,518.63**

Phase 533 SWPPP Coordination

	Hours	Rate	Amount	
Engineer I	9.00	125.00	1,125.00	
Engineer II	10.00	155.00	1,550.00	
Project Manager III	1.00	230.00	230.00	
Totals	20.00		2,905.00	
Total Labor				**2,905.00**
Total this Phase				**$2,905.00**

Project	0000211186-040	Grimes Phase 1A Ground Storage Reservoir	Invoice	146380

Phase 602 Bidding Phase

	Hours	Rate	Amount	
Administrative Assistant	3.50	85.00	297.50	
Project Manager III	2.00	230.00	460.00	
Totals	5.50		757.50	
Total Labor				**757.50**
			Total this Phase	**$757.50**

Phase 851 Project Administration

	Hours	Rate	Amount	
Principal	1.50	270.00	405.00	
Project Coordinator	.50	135.00	67.50	
Totals	2.00		472.50	
Total Labor				**472.50**
			Total this Phase	**$472.50**

	Current	Prior	To-Date	
Total Billings	53,843.63	218,878.68	272,722.31	
Contract Limit (not-to-exceed)			274,100.00	
Contract Limit Remaining			1,377.69	
		Total Due this Invoice		**$53,843.63**

1360 NW 121st Street
Clive, IA 50325

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

June 30, 2023
Project No: 0000211186-010
Invoice No: 146620
Due Date: July 30, 2023

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

Professional Services from May 28, 2023 to July 01, 2023

Phase 100 Hydraulic Model Updates

	Hours	Rate	Amount	
Principal	2.50	270.00	675.00	
Engineer III	22.00	185.00	4,070.00	
Totals	24.50		4,745.00	
Total Labor				**4,745.00**
			Total this Phase	**$4,745.00**

Phase 501 Final Design Phase

	Hours	Rate	Amount	
Principal	3.00	270.00	810.00	
Engineering Technician III	16.00	155.00	2,480.00	
Project Manager III	10.00	230.00	2,300.00	
Totals	29.00		5,590.00	
Total Labor				**5,590.00**

Reimbursable Expenses

Out-Of-Pocket Expenses			144.21	
Total Reimbursables			**144.21**	**144.21**

	Current	Prior	To-Date	
Total Billings	5,734.21	37,910.45	43,644.66	
Contract Limit (not-to-exceed)			188,400.00	
Contract Limit Remaining			144,755.34	
			Total this Phase	**$5,734.21**

Phase 533 SWPPP Coordination

	Hours	Rate	Amount	
Engineer II	3.50	155.00	542.50	
Engineering Technician III	3.00	155.00	465.00	
Totals	6.50		1,007.50	
Total Labor				**1,007.50**

Project	0000211186-010	Grimes Phase 1A 19th St Water Main	Invoice	146620

	Current	Prior	To-Date
Total Billings	1,007.50	542.50	1,550.00
Contract Limit (not-to-exceed)			2,500.00
Contract Limit Remaining			950.00

Total this Phase **$1,007.50**

Phase 602 Bidding Phase

	Hours	Rate	Amount
Administrative Assistant	.50	85.00	42.50
Engineer I	1.00	125.00	125.00
Project Manager III	5.00	230.00	1,150.00
Totals	6.50		1,317.50
Total Labor			**1,317.50**

	Current	Prior	To-Date
Total Billings	1,317.50	0.00	1,317.50
Contract Limit (not-to-exceed)			10,000.00
Contract Limit Remaining			8,682.50

Total this Phase **$1,317.50**

Phase 851 Project Administration

	Hours	Rate	Amount
Principal	1.50	270.00	405.00
Project Manager III	2.50	230.00	575.00
Project Coordinator	.50	135.00	67.50
Totals	4.50		1,047.50
Total Labor			**1,047.50**

	Current	Prior	To-Date
Total Billings	1,047.50	7,732.50	8,780.00
Contract Limit (not-to-exceed)			10,000.00
Contract Limit Remaining			1,220.00

Total this Phase **$1,047.50**

Total Due this Invoice **$13,851.71**

1360 NW 121st Street
Clive, IA 50325

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

June 30, 2023
Project No: 0000211186-020
Invoice No: 146621
Due Date: July 30, 2023

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

Professional Services from May 28, 2023 to July 01, 2023

Phase 501 Final Design Phase

	Hours	Rate	Amount	
Principal	6.50	270.00	1,755.00	
Project Manager III	3.50	230.00	805.00	
Totals	10.00		2,560.00	
Total Labor				**2,560.00**

	Current	Prior	To-Date	
Total Billings	2,560.00	38,923.20	41,483.20	
Contract Limit (not-to-exceed)			168,350.00	
Contract Limit Remaining			126,866.80	
		Total this Phase		**$2,560.00**

Phase 533 SWPPP Coordination

	Hours	Rate	Amount	
Engineer II	1.25	155.00	193.75	
Engineering Technician III	3.00	155.00	465.00	
Totals	4.25		658.75	
Total Labor				**658.75**

	Current	Prior	To-Date	
Total Billings	658.75	387.50	1,046.25	
Contract Limit (not-to-exceed)			2,500.00	
Contract Limit Remaining			1,453.75	
		Total this Phase		**$658.75**

Phase 851 Project Administration

	Hours	Rate	Amount
Principal	1.50	270.00	405.00
Project Manager III	2.00	230.00	460.00

Project	0000211186-020	Grimes Phase 1A NW County Rd Water Main		Invoice	146621
Project Coordinator		.50	135.00	67.50	
Totals		4.00		932.50	
Total Labor					**932.50**

	Current	**Prior**	**To-Date**	
Total Billings	932.50	5,285.00	6,217.50	
Contract Limit (not-to-exceed)			10,000.00	
Contract Limit Remaining			3,782.50	
		Total this Phase		**$932.50**
		Total Due this Invoice		**$4,151.25**

1360 NW 121st Street
Clive, IA 50325

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

June 30, 2023
Project No: 0000211186-030
Invoice No: 146622
Due Date: July 30, 2023

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

Professional Services from May 28, 2023 to July 01, 2023

Phase 501 Final Design Phase

	Hours	Rate	Amount	
Project Manager I	.75	185.00	138.75	
Engineer I	2.50	125.00	312.50	
Principal	7.00	270.00	1,890.00	
Project Manager III	1.50	230.00	345.00	
Totals	11.75		2,686.25	
Total Labor				**2,686.25**

	Current	Prior	To-Date	
Total Billings	2,686.25	49,220.02	51,906.27	
Contract Limit (not-to-exceed)			81,400.00	
Contract Limit Remaining			29,493.73	
		Total this Phase		**$2,686.25**

Phase 533 SWPPP Coordination

	Hours	Rate	Amount	
Engineer II	1.25	155.00	193.75	
Engineering Technician III	3.00	155.00	465.00	
Totals	4.25		658.75	
Total Labor				**658.75**

	Current	Prior	To-Date	
Total Billings	658.75	155.00	813.75	
Contract Limit (not-to-exceed)			2,500.00	
Contract Limit Remaining			1,686.25	
		Total this Phase		**$658.75**

Phase 851 Project Administration

	Hours	Rate	Amount
Principal	1.50	270.00	405.00
Project Manager III	2.50	230.00	575.00

Project	0000211186-030	Grimes Phase 1A N James St Feeder Main			Invoice	146622
Project Coordinator			.50	135.00	67.50	
	Totals		4.50		1,047.50	
	Total Labor					**1,047.50**

	Current	**Prior**	**To-Date**
Total Billings	1,047.50	4,158.75	5,206.25
Contract Limit (not-to-exceed)			10,000.00
Contract Limit Remaining			4,793.75

Total this Phase	**$1,047.50**
Total Due this Invoice	**$4,392.50**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: July 25, 2023 **PAYMENT REQUEST #** 39
PAYMENT PERIOD: From: May 1, 2023 Through: May 31, 2023

Contract Summary

Original Contract Amount:	$ 286,000.00			
Net change by Change Orders:	$ 174,195.00			
Contract Amount to Date: (line 1 ± 2)		$ 460,195.00		
Total completed and stored to date:	$ 347,315.80			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 347,315.80		
Less previous applications for payment:		$ 345,474.80		
SUBTOTAL			$	1,841.00
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	1,841.00
Balance to finish, including retainage:		$ 112,879.20		
Contract Time Remaining (If applicable)	- Working Days			

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Bolton & Menk, Inc.

Firm Name

Signature 7/5/23

Date

City of Grimes Staff Approval:

Signature 7-19-23

Date

City of Grimes Council Approval: Council 7-25-23

Signature Date

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

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

Date Printed: 7/5/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

Previous Applications for Payment

No.	Date	Amount	BMI Invoice #
36	April 25, 2023	$ 1,507.00	309565
37	May 23, 2023	$ 5,707.50	310563
38	June 27, 2023	$ 4,389.50	303917
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			
68			
69			
70			

TOTAL **$ 345,474.80**

Record of Change Orders

No.	Date	Amount
1	May 11, 2021	$ 174,195.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **$ 174,195.00**

Contract Time Remaining

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

Date Printed: 7/5/2023

BOLTON & MENK
Real People. Real Solutions.

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

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

June 26, 2023
Project No: A13.120005
Invoice No: 0315014
Client Account: GRIMES_CI_IA

Grimes/Highway 44 & SW Co Line Road

Highway 44 & SW County Line Road Intersection Improvements

Construction Services (002)
Professional Services

	Hours	Amount	
Principal	5.00	840.00	
Design Engineer	5.00	675.00	
Project Engineer	2.00	326.00	
Totals	12.00	1,841.00	
Total Labor			**1,841.00**
		Total this Task	**$1,841.00**
		Total this Invoice	**$1,841.00**

Bolton & Menk, Inc. is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title: NW 8th St. and NE Park Drive Speed Studies
Contractor: Foth Infrastructure & Environment, LLC
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 001-170-6407 ***Finance Project #***
Vendor Project or Invoice #: 23G020.00 ***PO #***
Original Contract Date: May 23, 2023 ***Vendor #*** 2972

Date of Council Meeting: July 25, 2023 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: April 1, 2023 Through: June 30, 2023

Contract Summary

Original Contract Amount:	$ 19,600.00			
Net change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 19,600.00		
Total completed and stored to date:	$ 1,755.32			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 1,755.32		
Less previous applications for payment:		$ -		
SUBTOTAL			$	1,755.32
OTHER CHARGES (Attach an itemized list)				
CURRENT PAYMENT DUE			$	1,755.32
Balance to finish, including retainage:		$ 17,844.68		
Contract Time Remaining (If applicable)	- Working Days			

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Foth Infrastructure & Environment, LLC

Firm Name

Molly Jong 7/17/2023

Signature Date

City of Grimes Staff Approval:

Signature 7-19-23

Date

City of Grimes Council Approval:

Council 7-25-23

Signature Date

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

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

Date Printed: 7/17/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 25, 2023	$ -
2		$ -
3		$ -
4		$ -
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **$ -**

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **$ -**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	May 23, 2023
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Date Printed: 7/17/2023

Invoice

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

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

July 14, 2023
Project No: 0023G020.00
Invoice No: 84862

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

Invoice Total USD 1,755.32

Project 0023G020.00 NE Park Drive Speed Study

Professional Services through May 31, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager III	1.50	216.00	324.00	
Staff Engineer I	10.00	127.00	1,270.00	
Project Administrator II	1.00	102.00	102.00	
Totals	12.50		1,696.00	
Total Labor				**1,696.00**

Expenses **59.32**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	1,755.32	0.00	1,755.32	
Limit			19,600.00	
Remaining			17,844.68	
		Total This Invoice		**USD 1,755.32**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

##

Project Title: North Jordan Well Repairs

Contractor: McClure Engineering Company

Address: 1360 NW 121st Street, Clive, Iowa 50325

Finance Budget Code: 372-810-6407 ***Finance Project #***

Vendor Project or Invoice #: 2022000892-000 ***PO #***

Original Contract Date: June 28, 2022 ***Vendor #*** 2830

Da## ## ## 7/25/2023 **PAYMENT REQUEST #** 9

PAYMENT PERIOD: From: May 28, 2023 Through: July 1, 2023

Contract Summary

Original Contract Amount:	$ 55,000.00		
Net change by Change Orders:	$ 195,000.00		
Contract Amount to Date: (line 1 ± 2)		$ 250,000.00	
Total completed and stored to date:	$ 207,190.73		
Retainage: ____ % of Completed Work:			
Total Earned less Retainage:		$ 207,190.73	
Less previous applications for payment:		$ 206,481.98	
SUBTOTAL			$ 708.75
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 708.75
Balance to finish, including retainage:		$ 42,809.27	
Contract Time Remaining (If applicable)		Working Days	

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: McClure Engineering Company

Firm Name

Heather Dallen

Signature July 25, 2023

Date

City of Grimes Staff Approval:

Signature 7-19-23

Date

City of Grimes Council Approval: Council 7-25-23

Signature Date

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

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

Date Printed: 7/13/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 22, 2022	$ 74,776.08
2	December 27, 2022	$ 48,883.76
3	January 24, 2023	$ 32,874.65
4	February 14, 2023	$ 26,175.79
5	March 28, 2023	$ 7,096.45
6	April 25, 2023	$ 15,662.75
7	May 23, 2023	$ 641.25
8	June 27, 2023	$ 371.25
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **$ 206,481.98**

Record of Change Orders

No.	Date	Amount
1	November 8, 2022	$ 195,000.00
2		
3		
4		
6		
7/25/2023		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **$ 195,000.00**

Contract Time Remaining

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

Date Printed: 7/13/2023

1360 NW 121st Street
Clive, IA 50325

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

July 05, 2023
Project No: 2022000892-000
Invoice No: 146109
Due Date: August 04, 2023

Project 2022000892-000 Grimes North Jordan Well Repairs

Professional Services from May 28, 2023 to July 01, 2023

Phase 163 Project Administration

	Hours	Rate	Amount
Principal	.50	270.00	135.00
Project Coordinator	.75	135.00	101.25
Totals	1.25		236.25
Total Labor			**236.25**

Total this Phase **$236.25**

Phase 592 Coordination with Permitting and Insurance Agencies

	Hours	Rate	Amount
Principal	.75	270.00	202.50
Totals	.75		202.50
Total Labor			**202.50**

Total this Phase **$202.50**

Phase 850 Coordination with Suppliers & Contractors

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

Total this Phase **$270.00**

Total Due this Invoice **$708.75**

Outstanding Invoices

Number	Date	Balance
145658	5/31/2023	371.25
Total		**371.25**

RESOLUTION NO. 07-0623 APPROVING PUBLIC IMPROVEMENT PAY REQUESTS

WHEREAS, The Grimes City Council entered into construction contracts for the construction of certain public improvements;

WHEREAS, the contractor for each project shall submit progress payment requests;

WHEREAS, the engineering firm overseeing the project along with the City Engineer review the pay requests and submit them for payment;

WHEREAS, the attached pay requests have been reviewed and have been determined to be due and payable to the contractor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grimes, Iowa, recommend payment of the attached pay requests.

PASSED AND APPROVED this 25th Day of July 2023

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: July 11, 2023 **PAYMENT REQUEST #** 16
PAYMENT PERIOD: From: June 1, 2023 Through: June 30, 2023

Contract Summary

Original Contract Amount:	$ 8,068,100.00		
Net change by Change Orders:	$ 18,417.33		
Contract Amount to Date: (line 1 ± 2)		$ 8,086,517.33	
Total completed and stored to date:	$ 6,831,852.13		
Retainage: 5 % of Completed Work:	$ 341,592.61		
Total Earned less Retainage:		$ 6,490,259.52	
Less previous applications for payment:		$ 6,015,354.02	
SUBTOTAL			$ 474,905.50
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 474,905.50
Balance to finish, including retainage:		$ 1,596,257.81	
Contract Time Remaining (If applicable)	62 JWM ~~70.00~~ Working Days		

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

Construction Contractor Approval: Shank Constructors, Inc.
Firm Name
Signature
6/29/2023
Date

Engineer / Consultant Approval: Veenstra & Kimm,Inc.
Firm Name
Signature
6-30-2023
Date

City of Grimes Staff Approval:
Signature
7-3-23
Date

City of Grimes Council Approval:
Council 7-11-23
Signature
Date

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

Date Printed: 6/29/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Mobilization	LS	1.00		1.00	$285,000.00	$ 285,000.00	100%	$ 285,000.00	0%	100.00%
2	Site Demolition	LS	1.00		1.00	$115,000.00	$ 115,000.00	100%	$ 115,000.00	0%	100.00%
3	Earth Retention	LS	1.00		1.00	$ 1,921,503.00	$ 1,921,503.00	100%	$ 1,921,503.00	0%	100.00%
4	Earthwork	LS	1.00		1.00	$546,000.00	$ 546,000.00	92%	$ 502,320.00	8%	92.00%
5	Site Utilities	LS	1.00		1.00	$ 1,104,000.00	$ 1,104,000.00	85%	$ 938,400.00	15%	85.00%
6	Site Concrete	LS	1.00		1.00	$35,000.00	$ 35,000.00		$ -	100%	0.00%
7	Cast In Place Concrete	LS	1.00		1.00	$ 1,388,210.00	$ 1,388,210.00	99%	$ 1,374,327.90	1%	99.00%
8	Precast Materials	LS	1.00		1.00	$207,500.00	$ 207,500.00	100.0%	$ 207,500.00	0%	100.00%
9	Precast Erection	LS	1.00		1.00	$36,400.00	$ 36,400.00	100%	$ 36,400.00	0%	100.00%
10	Wood Blocking	LS	1.00		1.00	$ 3,000.00	$ 3,000.00		$ -	100%	0.00%
11	Roofing	LS	1.00		1.00	$40,200.00	$ 40,200.00		$ -	100%	0.00%
12	Hatches	LS	1.00		1.00	$24,500.00	$ 24,500.00	100%	$ 24,500.00	0%	100.00%
13	Aluminum Doors and Windows	LS	1.00		1.00	$18,250.00	$ 18,250.00	25.0%	$ 4,562.50	75%	25.00%
14	Coiling Door	LS	1.00		1.00	$23,500.00	$ 23,500.00		$ -	100%	0.00%
15	Painting	LS	1.00		1.00	$25,000.00	$ 25,000.00		$ -	100%	0.00%
16	Specialties	LS	1.00		1.00	$ 1,800.00	$ 1,800.00		$ -	100%	0.00%
17	Bar Screens	LS	1.00		1.00	$309,220.00	$ 309,220.00	100%	$ 309,220.00	0%	100.00%
18	Submersible Pumps	LS	1.00		1.00	$333,000.00	$ 333,000.00	100%	$ 333,000.00	0%	100.00%
19	Slide Gates	LS	1.00		1.00	$39,460.00	$ 39,460.00	100%	$ 39,460.00	0%	100.00%
20	Inside Process Piping	LS	1.00		1.00	$227,000.00	$ 227,000.00	100%	$ 227,000.00	0%	100.00%
21	Jib Crane	LS	1.00		1.00	$58,000.00	$ 58,000.00	100.0%	$ 58,000.00	0%	100.00%
22	Plumbing	LS	1.00		1.00	$12,000.00	$ 12,000.00	80%	$ 9,600.00	20%	80.00%
23	HVAC	LS	1.00		1.00	$329,460.00	$ 329,460.00	70.00%	$ 230,622.00	30%	70.00%
24	Electrical	LS	1.00		1.00	$985,097.00	$ 985,097.00	20%	$ 197,019.40	80%	20.00%
25	CO #1 Additional Fencing	LS		1.00	1.00	$ 2,493.33	$ 2,493.33	1	$ 2,493.33	-	100.00%
26	CO 2.1 Adding Color to Precast Concrete Wall Panels	LS		1.00	1.00	$11,040.00	$ 11,040.00	1	$ 11,040.00	-	100.00%
27	CO 2.2 Change Hatches 6-9 Larger Size for Pumps	LS		1.00	1.00	$ 4,884.00	$ 4,884.00	1	$ 4,884.00	-	100.00%
28					-		$ -		$ -	-	0.00%
29					-		$ -		$ -	-	0.00%
30					-		$ -		$ -	-	0.00%
31					-		$ -		$ -	-	0.00%
32					-		$ -		$ -	-	0.00%
33					-		$ -		$ -	-	0.00%
34					-		$ -		$ -	-	0.00%
35					-		$ -		$ -	-	0.00%
36					-		$ -		$ -	-	0.00%
37					-		$ -		$ -	-	0.00%
38					-		$ -		$ -	-	0.00%
39					-		$ -		$ -	-	0.00%
40					-		$ -		$ -	-	0.00%
41					-		$ -		$ -	-	0.00%
42					-		$ -		$ -	-	0.00%
43					-		$ -		$ -	-	0.00%
44					-		$ -		$ -	-	0.00%
45					-		$ -		$ -	-	0.00%
46					-		$ -		$ -	-	0.00%
47					-		$ -		$ -	-	0.00%
48					-		$ -		$ -	-	0.00%
49					-		$ -		$ -	-	0.00%
50					-		$ -		$ -	-	0.00%
51					-		$ -		$ -	-	0.00%
52					-		$ -		$ -	-	0.00%
53					-		$ -		$ -	-	0.00%
54					-		$ -		$ -	-	0.00%
55					-		$ -		$ -	-	0.00%
56					-		$ -		$ -	-	0.00%
57					-		$ -		$ -	-	0.00%
58					-		$ -		$ -	-	0.00%
59					-		$ -		$ -	-	0.00%
60					-		$ -		$ -	-	0.00%
61					-		$ -		$ -	-	0.00%
62					-		$ -		$ -	-	0.00%
63					-		$ -		$ -	-	0.00%
64					-		$ -		$ -	-	0.00%
65					-		$ -		$ -	-	0.00%
66					-		$ -		$ -	-	0.00%
67					-		$ -		$ -	-	0.00%
68					-		$ -		$ -	-	0.00%
69					-		$ -		$ -	-	0.00%
70					-		$ -		$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $ 8,086,517.33 $ 6,831,852.13 84.48%

Date printed: 6/30/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 12, 2022	$ 179,581.03
2	May 10, 2022	$ 152,544.50
3	June 14, 2022	$ 635,744.26
4	July 12, 2022	$ 547,628.35
5	August 9, 2022	$ 756,106.14
6	September 13, 2022	$ 949,547.80
7	October 11, 2022	$ 420,971.27
8	November 8, 2022	$ 252,582.76
9	December 13, 2022	$ 298,450.30
10	January 10, 2023	$ 133,038.53
11	February 14, 2023	$ 565,243.94
12	March 14, 2023	$ 424,548.09
13	April 11, 2023	$ 406,928.99
14	May 9, 2023	$ 57,058.90
15	June 13, 2023	$ 235,379.16
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **$ 6,015,354.02**

Record of Change Orders

No.	Date	Amount
1	December 13, 2022	$ 2,493.33
2	April 11, 2023	$ 15,924.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **$ 18,417.33**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	January 25, 2022
Original Contract Time:	583.00
Added by Change Order:	
Contract Time to Date:	583.00
Time Used to Date:	521.00
Contract Time Remaining:	**62.00**

Date Printed: 6/30/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: July 11, 2023 **PAYMENT REQUEST #** 11
PAYMENT PERIOD: From: May 31, 2023 Through: June 29, 2023

Contract Summary

Original Contract Amount:	$ 9,530,000.00		
Net change by Change Orders:	$ 56,925.00		
Contract Amount to Date: (line 1 ± 2)		$ 9,586,925.00	
Total completed and stored to date:	$ 9,806,614.20		
Retainage: 5 % of Completed Work:	$ 490,330.71		
Total Earned less Retainage:		$ 9,316,283.49	
Less previous applications for payment:		$ 9,270,249.58	
SUBTOTAL			$ 46,033.91
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 46,033.91
Balance to finish, including retainage:		$ 270,641.51	
Contract Time Remaining (If applicable)	2.00 Working Days		

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

Construction Contractor Approval: S. M. Hentges & Sons, Inc.
Firm Name
Signature
06/30/2023
Date

Engineer / Consultant Approval: Veenstra & Kimm, Inc.
Firm Name
Signature
6-30-2023
Date

City of Grimes Staff Approval:
Signature
7-3-23
Date

City of Grimes Council Approval:
Council 7-11-23
Signature
Date

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

Date Printed: 6/30/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	6" PCC Trail	SY	1,350.00		1,350.00	$ 75.00	$ 101,250.00	1,350.00	$ 101,250.00	-	100.00%
2	48" Sanitary Sewer in Open Cut	LF	15,286.00		15,286.00	$ 430.00	$ 6,572,980.00	15,294.00	$ 6,576,420.00	(8.00)	100.05%
3	36" DI Sanitary Sewer in Open Cut	LF	25.00		25.00	$ 6,000.00	$ 150,000.00	40.00	$ 240,000.00	(15.00)	160.00%
4	12" DI Sanitary Sewer in Open Cut	LF	20.00		20.00	$ 1,200.00	$ 24,000.00	50.00	$ 60,000.00	(30.00)	250.00%
5	48" Sanitary Trenchless	LF	410.00		410.00	$ 1,565.00	$ 641,650.00	410.00	$ 641,650.00	-	100.00%
6	Manhole - 96"	EA	2.00		2.00	$45,000.00	$ 90,000.00	2.00	$ 90,000.00	-	100.00%
7	Manhole - 72"	EA	43.00		43.00	$30,000.00	$ 1,290,000.00	43.00	$ 1,290,000.00	-	100.00%
8	Storm Sewer - 48" RCP	EA	90.00		90.00	$ 240.00	$ 21,600.00	176.00	$ 42,240.00	(86.00)	195.56%
9	Storm Sewer - 36" RCP	EA	20.00		20.00	$ 200.00	$ 4,000.00	32.00	$ 6,400.00	(12.00)	160.00%
10	Storm Sewer - 18" RCP	EA	40.00		40.00	$ 125.00	$ 5,000.00	40.00	$ 5,000.00	-	100.00%
11	Culvert - 48: CMP	LF	40.00		40.00	$ 250.00	$ 10,000.00		$ -	40.00	0.00%
12	Storm Sewer - 16" HDPE	LF	18.00		18.00	$ 120.00	$ 2,160.00		$ -	18.00	0.00%
13	Concrete Encasement - 48" Pipe	LF	60.00		60.00	$ 540.00	$ 32,400.00	60.00	$ 32,400.00	-	100.00%
14	6" Tile with Sock	LF	5,360.00		5,360.00	$ 8.00	$ 42,880.00	5,470.00	$ 43,760.00	(110.00)	102.05%
15	Steel Sheeting	SF	1,800.00		1,800.00	$ 80.00	$ 144,000.00	2,800.00	$ 224,000.00	(1,000.00)	155.56%
16	Rip-Rap	TON	1,535.00		1,535.00	$ 75.00	$ 115,125.00	1,535.00	$ 115,125.00	-	100.00%
17	Stabillizing Material	TON	200.00		200.00	$ 40.00	$ 8,000.00	267.23	$ 10,689.20	(67.23)	133.62%
18	Erosion Control	LS	1.00		1.00	$55,000.00	$ 55,000.00	95.0%	$ 52,250.00	5.0%	95.00%
19	Seeding	ACRE	12.00		12.00	$ 2,600.00	$ 31,200.00	14.00	$ 36,400.00	(2.00)	116.67%
20	Clearing and Grubbing	LS	1.00		1.00	$108,205.00	$ 108,205.00	100.0%	$ 108,205.00	0.0%	100.00%
21	Traffic Control	LS	1.00		1.00	$ 5,000.00	$ 5,000.00	95.0%	$ 4,750.00	5.0%	95.00%
22	Sanitary Sewer Service Relocation	EA	1.00		1.00	$ 5,000.00	$ 5,000.00		$ -	1.00	0.00%
23	Sanitary Sewer Service Pipe	LF	20.00		20.00	$ 700.00	$ 14,000.00		$ -	20.00	0.00%
24	Sanitary Sewer Manhole Abandonment	EA	18.00		18.00	$ 3,000.00	$ 54,000.00	3.00	$ 9,000.00	15.00	16.67%
25	Sanitary Sewer Manhole Abandonment - Plug	EA	3.00		3.00	$ 850.00	$ 2,550.00		$ -	3.00	0.00%
	Change Orders										
1.1	Field Tile Replacement - 8" and Smaller	LF		759.00	759.00	$ 75.00	$ 56,925.00	1,561.00	$ 117,075.00	(802.00)	205.67%
	Stored Materials				-		$ -		$ -	-	0.00%
26	Bid item 5 - 48" Sanitary Trenchless	LF			410.00	$ 552.22	$ 226,410.20	-	$ -	410.00	0.00%
27	2" Grout Bushings	EA			42.00	$ 200.00	$ 8,400.00	-	$ -	4200%	0.00%
28	Bond	LS			1.00	$70,207.00	$ 70,207.00		$ -	1.00	0.00%
29	Manhole Coupler	EA			43.00	$ 420.00	$ 18,060.00	-	$ -	43.00	0.00%
30	JD Fields Z65 Steel Sheet Pile A57250	CW			275.40	$ 95.00	$ 26,163.00		$ -	275.40	0.00%
31	48" Sanitary Sewer in Open Cut	LF			6,361.99	$ 209.55	$ 1,333,155.00	-	$ -	6,361.99	0.00%
32	48" Coupling Elbow 2-Miter	EA			4.00	$ 7,800.00	$ 31,200.00	-	$ -	4.00	0.00%
33	48" Coupling Elbow 3-Miter	EA			2.00	$ 8,500.00	$ 17,000.00		$ -	2.00	0.00%
34	48" Coupling Elbow 0-Miter	EA			2.00	$ 7,800.00	$ 15,600.00	-	$ -	2.00	0.00%
35	48" Coupling Elbow 1-Miter	EA			2.00	$10,400.00	$ 20,800.00	-	$ -	2.00	0.00%
36	48" Coupling Elbow 2-Miter	EA			1.00	$12,900.00	$ 12,900.00		$ -	1.00	0.00%
37	48" Sanitary Sewer in Open Cut	LF			8,662.99	$ 209.55	$ 1,815,329.55	-	$ -	8,662.99	0.00%
38	LFM 53	EA			1.00	$ 9,168.00	$ 9,168.00	-	$ -	1.00	0.00%
39	LFM 54	EA			1.00	$ 9,359.00	$ 9,359.00	-	$ -	1.00	0.00%
40	LFM 55	EA			1.00	$ 9,359.00	$ 9,359.00	-	$ -	1.00	0.00%
41	LFM 56	EA			1.00	$ 9,359.00	$ 9,359.00	-	$ -	1.00	0.00%
42	LFM 57	EA			1.00	$ 9,359.00	$ 9,359.00	-	$ -	1.00	0.00%
43	LFM 58	EA			1.00	$ 8,904.00	$ 8,904.00	-	$ -	1.00	0.00%
44	LFM 59	EA			1.00	$ 9,168.00	$ 9,168.00	-	$ -	1.00	0.00%
45	LFM 60	EA			1.00	$ 9,601.00	$ 9,601.00	-	$ -	1.00	0.00%
46	LFM 61	EA			1.00	$11,091.00	$ 11,091.00	-	$ -	1.00	0.00%
47	LFM 62	EA			1.00	$10,329.00	$ 10,329.00	-	$ -	1.00	0.00%
48	LFM 63	EA			1.00	$10,974.00	$ 10,974.00	-	$ -	1.00	0.00%
49	LFM 64	EA			1.00	$ 9,947.00	$ 9,947.00	-	$ -	1.00	0.00%
50	LFM 65	EA			1.00	$ 9,601.00	$ 9,601.00	-	$ -	1.00	0.00%
51	LFM 66	EA			1.00	$10,827.00	$ 10,827.00	-	$ -	1.00	0.00%
52	LFM 67	EA			1.00	$ 9,168.00	$ 9,168.00	-	$ -	1.00	0.00%
53	LFM 71	EA			1.00	$ 9,168.00	$ 9,168.00	-	$ -	1.00	0.00%
54	LFM 72	EA			1.00	$ 9,168.00	$ 9,168.00	-	$ -	1.00	0.00%
55	48"x 42" Coupling Tee 0-Miter	EA			5.00	$ 8,466.82	$ 42,334.10	-	$ -	5.00	0.00%
56	48"x 42" Coupling Tee 1-Miter	EA			7.00	$11,066.82	$ 77,467.74	-	$ -	7.00	0.00%
57	48"x 42" Coupling Tee 2-Miter	EA			3.00	$13,566.82	$ 40,700.46	-	$ -	3.00	0.00%
58	48"x 42" Coupling Tee 3-Miter	EA			6.00	$14,666.82	$ 88,000.92	-	$ -	6.00	0.00%
59	48"x 42" Coupling Tee with 36" Reducer	EA			1.00	$17,066.82	$ 17,066.78		$ -	1.00	0.00%
60	LFM 68	EA			1.00	$ 8,709.00	$ 8,709.00		$ -	1.00	0.00%
61	LFM 69	EA			1.00	$12,216.00	$ 12,216.00		$ -	1.00	0.00%
62	LFM 70	EA			1.00	$10,974.00	$ 10,974.00		$ -	1.00	0.00%
63	LFM 83	EA			1.00	$ 8,170.00	$ 8,170.00		$ -	1.00	0.00%
64	LFM 84	EA			1.00	$ 9,168.00	$ 9,168.00		$ -	1.00	0.00%
65	LFM 85	EA			1.00	$12,028.00	$ 12,028.00		$ -	1.00	0.00%
66	LFM 86	EA			1.00	$10,709.00	$ 10,709.00		$ -	1.00	0.00%
67	LFM 87	EA			1.00	$ 9,359.00	$ 9,359.00		$ -	1.00	0.00%
68	LFM 88	EA			1.00	$ 8,170.00	$ 8,170.00		$ -	1.00	0.00%
69	LFM 89	EA			1.00	$ 7,526.00	$ 7,526.00		$ -	1.00	0.00%
70									$ -	-	0.00%
71									$ -	-	0.00%
72									$ -	-	0.00%
73									$ -	-	0.00%
74									$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $ 9,586,925.00 $ 9,806,614.20 102.29%

Date printed: 6/30/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 13, 2022	$ 322,598.34
2	October 11, 2022	$ 35,134.33
3	November 8, 2022	$1,410,519.62
4	December 13, 2022	$2,096,792.75
5	January 10, 2023	$1,017,464.75
6	February 14, 2023	$1,400,085.17
7	March 14, 2023	$1,296,023.00
8	April 11, 2023	$1,098,062.07
9	May 9, 2023	$ 346,588.31
10	June 13, 2023	$ 246,981.24
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **$ 9,270,249.58**

Record of Change Orders

No.	Date	Amount
1	February 14, 2023	$ 56,925.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **$ 56,925.00**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	March 8, 2022
Original Contract Time:	480.00
Added by Change Order:	
Contract Time to Date:	480.00
Time Used to Date:	478.00
Contract Time Remaining:	**2.00**

Date Printed: 6/30/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: July 11, 2023 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: June 1, 2023 Through: June 28, 2023

Contract Summary

Original Contract Amount:	$ 1,445,265.55			
Net change by Change Orders:	$ 12,759.98			
Contract Amount to Date: (line 1 ± 2)		$ 1,458,025.53		
Total completed and stored to date:	$ 305,655.49			
Retainage: 5 % of Completed Work:	$ 15,282.77			
Total Earned less Retainage:		$ 290,372.72		
Less previous applications for payment:		$ 230,833.79		
SUBTOTAL			$	59,538.93
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	59,538.93
Balance to finish, including retainage:		$ 1,167,652.81		
Contract Time Remaining (If applicable)	77.00 WORKING DAYS			

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

Construction Contractor Approval: Sternquist Construction, Inc.
Firm Name

Signature — Date: 6-30-23

Engineer / Consultant Approval:
Firm Name

Signature — Date

City of Grimes Staff Approval:

Signature — Date: 7-3-23

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

Date Printed: 6/29/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	VALUE OF STORED MATERIALS REMAINING	TOTAL COMPLETED WORK AND STORED MATERIALS	REMAINING QUANTITY	PERCENT COMPLETE
1	Clearing and Grubbing	LS	1		1	$ 24,274.00	$ 24,274.00	1.00	$ 24,274.00	$ -	$ 24,274.00	-	100.00%
2	Topsoil, On-site, Compost-amended	CY	1,149		1,149	$ 79.50	$ 91,345.50	100.00	$ 7,950.00	$ -	$ 7,950.00	1,049	8.70%
3	Excavation, Class 10	CY	1,275		1,275	$ 37.10	$ 47,302.50	525.00	$ 19,477.50	$ -	$ 19,477.50	750	41.18%
4	Subgrade Preparation, 6in Thickness	SY	8,343		8,343	$ 3.20	$ 26,697.60	-	$ -	$ -	$ -	8,343	0.00%
5	Subbase, Granular, 6in Thickness	SY	8,343		8,343	$ 15.90	$ 132,653.70	3,200.00	$ 50,880.00	$ -	$ 50,880.00	5,143	38.36%
6	Compaction Testing, Mosture & Density Control	LS	1		1	$ 3,710.00	$ 3,710.00	0.33	$ 1,224.30	$ -	$ 1,224.30	1	33.00%
7	Below Grade Excavation (Core Out)	CY	835		835	$ 79.50	$ 66,382.50	16.00	$ 1,272.00	$ -	$ 1,272.00	819	1.92%
8	Trench Compaction Testing	LS	1		1	$ 1,590.00	$ 1,590.00	0.33	$ 524.70	$ -	$ 524.70	1	33.00%
9	Storm Sewer, Trenched, RCP, 15in	LF	1,022		1,022	$ 51.00	$ 52,122.00	598.00	$ 30,498.00	$ -	$ 30,498.00	424	58.51%
10	Storm Sewer, Trenched, RCP, 18in	LF	171		171	$ 56.20	$ 9,610.20	7.00	$ 393.40	$ -	$ 393.40	164	4.09%
11	Storm Sewer, Trenched, RCP, 24in	LF	38		38	$ 91.15	$ 3,463.70	-	$ -	$ -	$ -	38	0.00%
12	Removal of Storm Sewer, Less than 36in	LF	71		71	$ 79.50	$ 5,644.50	33.00	$ 2,623.50	$ -	$ 2,623.50	38	46.48%
13	Pipe Apron, Concrete, 15in	EA	1		1	$ 4,240.00	$ 4,240.00	-	$ -	$ -	$ -	1	0.00%
14	Connect to Existing Storm Sewer	EA	5		5	$ 4,028.00	$ 20,140.00	1.00	$ 4,028.00	$ -	$ 4,028.00	4	20.00%
15	Valve Box Adjustment	EA	19		19	$ 1,325.00	$ 25,175.00	-	$ -	$ -	$ -	19	0.00%
16	Water Main Removal	LF	210		210	$ 21.20	$ 4,452.00	61.00	$ 1,293.20	$ -	$ 1,293.20	149	29.05%
17	Lower Water Service, 1" Copper	LF	100		100	$ 132.50	$ 13,250.00	-	$ -	$ -	$ -	100	0.00%
18	Intake, SW-501	EA	9		9	$ 4,452.00	$ 40,068.00	4.00	$ 17,808.00	$ -	$ 17,808.00	5	44.44%
19	Intake, SW-505	EA	6		6	$ 6,466.00	$ 38,796.00	2.00	$ 12,932.00	$ -	$ 12,932.00	4	33.33%
20	Intake, SW-401, 48 in	EA	4		4	$ 5,618.00	$ 22,472.00	2.00	$ 11,236.00	$ -	$ 11,236.00	2	50.00%
21	Intake, SW-401, 72 in	EA	1		1	$ 7,632.00	$ 7,632.00	-	$ -	$ -	$ -	1	0.00%
22	Manhole Adjustment, Minor	EA	7		7	$ 2,226.00	$ 15,582.00	4.00	$ 8,904.00	$ -	$ 8,904.00	3	57.14%
23	Remove Intake	EA	2		2	$ 2,120.00	$ 4,240.00	2.00	$ 4,240.00	$ -	$ 4,240.00	-	100.00%
24	Pavement, PCC, 7in Thickness	SY	7,389		7,389	$ 64.00	$ 472,896.00	-	$ -	$ -	$ -	7,389	0.00%
25	PCC Pavement Samples and Testing	LS	1		1	$ 3,950.00	$ 3,950.00	-	$ -	$ -	$ -	1	0.00%
26	Removal of Sidewalk	SY	445		445	$ 12.75	$ 5,673.75	105.33	$ 1,342.96	$ -	$ 1,342.96	340	23.67%
27	Removal of Driveway	SY	532		532	$ 12.75	$ 6,783.00	150.00	$ 1,912.50	$ -	$ 1,912.50	382	28.20%
28	Sidewalk, PCC, 4in Thickness	SY	362		362	$ 42.40	$ 15,348.80	-	$ -	$ -	$ -	362	0.00%
29	Sidewalk, PCC, 6in Thickness	SY	119		119	$ 58.30	$ 6,937.70	-	$ -	$ -	$ -	119	0.00%
30	Dectectable Warning	SF	176		176	$ 58.30	$ 10,260.80	-	$ -	$ -	$ -	176	0.00%
31	Driveway, Paved PCC, 6in Thickness	SY	590		590	$ 63.60	$ 37,524.00	-	$ -	$ -	$ -	590	0.00%
32	Sidewalk Assurance Testing	LS	1		1	$ 1,600.00	$ 1,600.00	-	$ -	$ -	$ -	1	0.00%
33	Pavement Removal	SY	7,892		7,892	$ 9.60	$ 75,763.20	3,000.00	$ 28,800.00	$ -	$ 28,800.00	4,892	38.01%
34	Temporary Traffic Control	LS	1		1	$ 19,610.00	$ 19,610.00	0.50	$ 9,805.00	$ -	$ 9,805.00	1	50.00%
35	Hydraulic Seeding, Seeding, Fertilizing, and Mulching (BFM) Type 1	AC	0.82		0.82	$ 5,609.76	$ 4,600.00	-	$ -	$ -	$ -	1	0.00%
36	Hydraulic Mulching, Temporary	AC	0.82		0.82	$ 3,180.00	$ 2,607.60	-	$ -	$ -	$ -	1	0.00%
37	Intake Protection Device, Installation & Removal	EA	17		17.00	$ 153.75	$ 2,613.75	-	$ -	$ -	$ -	17.00	0.00%
38	Intake Protection Devie, Maintenance	EA	17		17.00	$ 26.50	$ 450.50	-	$ -	$ -	$ -	17.00	0.00%
39	Rip Rap, Erosion Stone	TON	46		46	$ 106.00	$ 4,876.00	-	$ -	$ -	$ -	46	0.00%
40	Wattle, Installation	LF	3,845		3,845	$ 2.15	$ 8,266.75	-	$ -	$ -	$ -	3,845	0.00%
41	Wattle, Removal	:F	3,845		3,845	$ 0.40	$ 1,538.00	-	$ -	$ -	$ -	3,845	0.00%
42	Stormwater Pollution Prevention Plan (SWPPP) Preparation	LS	1		1	$ 1,590.00	$ 1,590.00	1.00	$ 1,590.00	$ -	$ 1,590.00	-	100.00%
43	Stormwater Pollution Prevention Plan (SWPPP) Management	LS	1		1	$ 4,770.00	$ 4,770.00	0.27	$ 1,287.90	$ -	$ 1,287.90	1	27.00%
44	Mobilization	LS	1		1	$ 71,575.00	$ 71,575.00	0.50	$ 35,787.50	$ -	$ 35,787.50	1	50.00%
45	Concrete Washout	LS	1		1	$ 3,850.00	$ 3,850.00	-	$ -	$ -	$ -	1	0.00%
46	Removal & Salvage Sign To Owner	EA	10		10	$ 153.75	$ 1,537.50	2.00	$ 307.50	$ -	$ 307.50	8	20.00%
47	Remove, Slavage & Reinstall Mailbox	EA	30		30	$ 238.50	$ 7,155.00	30.00	$ 7,155.00	$ -	$ 7,155.00	-	100.00%
48	Maintence of Postal Services	LS	1		1	$ 4,030.00	$ 4,030.00	0.75	$ 3,022.50	$ -	$ 3,022.50	-	75.00%
49	Maintence of Solid Waste Collection	LS	1		1	$ 8,615.00	$ 8,615.00	0.27	$ 2,326.05	$ -	$ 2,326.05	1	27.00%
	Change Order Item												
1	Additional Tree for Removal	LS		1.00	1	$ 2,420.00	$ 2,420.00	1.00	$ 2,420.00	$ -	$ 2,420.00	-	100.00%
2	Potholing Existing Utilities Prior to Start Date	LS		1.00	1	$ 4,812.50	$ 4,812.50	1.00	$ 4,812.50	$ -	$ 4,812.50	-	100.00%
3	Additional Traffic Control	LS		1.00	1	$ 2,876.48	$ 2,876.48	1.00	$ 2,876.48	$ -	$ 2,876.48	-	100.00%
4	Water Service Investigation	LS		1.00	1	$ 2,651.00	$ 2,651.00	1.00	$ 2,651.00	$ -	$ 2,651.00	-	100.00%
5					-		$ -	-	$ -			-	0.00%
6					-		$ -	-	$ -			-	0.00%
7					-		$ -	-	$ -			-	0.00%
8					-		$ -	-	$ -			-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $ 1,458,025.53 $ 305,655.49 $ 305,655.49 20.96%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 13, 2023	$ 230,833.79
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **$ 230,833.79**

Record of Change Orders

No.	Date	Amount
1	April 25, 2023	$ 2,420.00
2	May 23, 2023	$ 7,688.98
3	June 27, 2023	$ 2,651.00
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **$ 12,759.98**

Please update Payment Application Sheet

Contract Time Remaining

Contract Period:	WORKING DAYS
Original Contract Date:	March 14, 2023
Original Contract Time:	100.00
Added by Change Order:	-
Contract Time to Date:	100.00
Time Used to Date:	23.00
Contract Time Remaining:	**77.00**

Date Printed: 6/29/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: ~~July 25, 2023~~ July 11, 2023 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: May 1, 2023 Through: June 30, 2023

Contract Summary

Original Contract Amount:	$ 1,070,613.20		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 1,070,613.20	
Total completed and stored to date:	$ 923,747.50		
Retainage: 5 % of Completed Work:	$ 46,187.38		
Total Earned less Retainage:		$ 877,560.13	
Less previous applications for payment:		$ 697,086.49	
SUBTOTAL			$ 180,473.64
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 180,473.64
Balance to finish, including retainage:		$ 193,053.08	
Contract Time Remaining (If applicable)	-	CALENDAR DAYS	

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

Construction Contractor Approval: Van Maanen Electric
Firm Name
Signature
Date 7/3/23

Engineer / Consultant Approval: Snyder & Associates
Firm Name
Todd Knox
Signature
7/3/23
Date

City of Grimes Staff Approval:
Signature
7-3-23
Date

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

Date Printed: 7/3/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	VALUE OF STORED MATERIALS REMAINING	TOTAL COMPLETED WORK AND STORED MATERIALS	REMAINING QUANTITY	PERCENT COMPLETE
0010	2528-8445110 Traffic Control	LS	1.00		1.00	$16,799.00	$ 16,799.00	1.00	$ 16,799.00	$ -	$ 16,799.00	-	100.00%
0020	2533-4980005 Mobilization	LS	1.00		1.00	$12,450.00	$ 12,450.00	1.00	$ 12,450.00	$ -	$ 12,450.00	-	100.00%
0030	2599-9999005 Fiber Optic Fusion Splice	EA	520.00		520.00	$ 55.86	$ 29,047.20		$ -	$ -	$ -	520.00	0.00%
0040	2599-9999005 Fiber Optic Hub Cabinet	EA	1.00		1.00	$16,100.00	$ 16,100.00		$ -	$ -	$ -	1.00	0.00%
0050	2599-9999005 Handhole, Type II, 17x30	EA	23.00		23.00	$ 2,100.00	$ 48,300.00	20.00	$ 42,000.00	$ -	$ 42,000.00	3.00	86.96%
0060	2599-9999005 Handhole, Type IV, 30x48	EA	16.00		16.00	$ 3,300.00	$ 52,800.00	17.00	$ 56,100.00	$ -	$ 56,100.00	(1.00)	106.25%
0070	2599-9999005 Radar Detection System, per Int	EA	3.00		3.00	$21,813.00	$ 65,439.00		$ -	$ 60,414.00	$ 60,414.00	3.00	0.00%
0080	2599-9999005 Single Mode Fiber Optic Term	EA	192.00		192.00	$ 85.50	$ 16,416.00		$ -	$ -	$ -	192.00	0.00%
0090	2599-9999005 Traffic Monitoring Camera	EA	8.00		8.00	$ 6,412.00	$ 51,296.00		$ -	$ 24,944.00	$ 24,944.00	8.00	0.00%
0100	2599-9999005 Traffic Signal Cabinet Mod	EA	4.00		4.00	$ 2,264.00	$ 9,056.00		$ -	$ 6,480.00	$ 6,480.00	4.00	0.00%
0110	2599-9999005 Traffic Signal Cabinet Repl	EA	1.00		1.00	$24,937.00	$ 24,937.00		$ -	$ 19,988.00	$ 19,988.00	1.00	0.00%
0120	2599-9999005 Video Detection System, per Int	EA	7.00		7.00	$26,475.00	$ 185,325.00		$ -	$ 166,250.00	$ 166,250.00	7.00	0.00%
0130	2599-9999005 Wireless Comm. System, per Int	EA	2.00		2.00	$ 2,765.00	$ 5,530.00		$ -	$ -	$ -	2.00	0.00%
0140	2599-9999009 2 inch PVC/HDPE Conduit	LF	31,200.00		31,200.00	$ 10.00	$ 312,000.00	30,505.00	$ 305,050.00	$ -	$ 305,050.00	695.00	97.77%
0150	2599-9999009 Pull Tape	LF	35,300.00		35,300.00	$ 0.65	$ 22,945.00	35,300.00	$ 22,945.00	$ -	$ 22,945.00	-	100.00%
0160	2599-9999009 Single Mode FO, 12-ct	LF	1,300.00		1,300.00	$ 3.36	$ 4,368.00	1,300.00	$ 4,368.00	$ -	$ 4,368.00	-	100.00%
0170	2599-9999009 Single Mode FO, 72-ct, Ext	LF	40,600.00		40,600.00	$ 3.41	$ 138,446.00	40,600.00	$ 138,446.00	$ -	$ 138,446.00	-	100.00%
0180	2599-9999009 Single Mode FO, 72-ct, Int	LF	200.00		200.00	$ 25.27	$ 5,054.00		$ -	$ -	$ -	200.00	0.00%
0190	2599-9999009 Tracer Wire, 10 Gauge	LF	35,300.00		35,300.00	$ 1.25	$ 44,125.00	35,300.00	$ 44,125.00	$ -	$ 44,125.00	-	100.00%
0200	2599-9999010 Community Complex Bld Conn	LS	1.00		1.00	$ 2,982.00	$ 2,982.00	0.50	$ 1,491.00	$ -	$ 1,491.00	0.50	50.00%
0210	2599-9999010 Fiber Optic Hub Cabinet Mod	LS	1.00		1.00	$ 5,303.00	$ 5,303.00		$ -	$ 950.00	$ 950.00	1.00	0.00%
0220	2599-9999010 Water Plant Bld Conn	LS	1.00		1.00	$ 1,895.00	$ 1,895.00	0.50	$ 947.50	$ -	$ 947.50	0.50	50.00%
					-		$ -		$ -			-	0.00%
					-		$ -		$ -			-	0.00%
					-		$ -		$ -			-	0

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

STORED MATERIALS COST

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	PROPOSED STORED VALUE	QUANTITY CHANGE - 1	QUANTITY CHANGE - 2	TOTAL VALUE	UNIT PRICE	EQUIVALENT UNIT AMOUNT	REMAINING EQUIVALENT AMOUNT	VALUE OF STORED MATERIALS REMAINING	PERCENT COMPLETE
1	2528-8445110 Traffic Control	LS				$ -	$16,799.00	0.00	0.00	$ -	0.00%
2	2533-4980005 Mobilization	LS				$ -	$12,450.00	0.00	0.00	$ -	0.00%
3	2599-9999005 Fiber Optic Fusion Splice	EA				$ -	$ 55.86	0.00	0.00	$ -	0.00%
4	2599-9999005 Fiber Optic Hub Cabinet	EA				$ -	$16,100.00	0	0.00	$ -	0.00%
5	2599-9999005 Handhole, Type II, 17x30	EA				$ -	$ 2,100.00	0	-	$ -	0.00%
6	2599-9999005 Handhole, Type IV, 30x48	EA				$ -	$ 3,300.00	0	-	$ -	0.00%
7	2599-9999005 Radar Detection System, per Int	EA	$60,414.00			$60,414.00	$21,813.00	2.769632788	2.8	$ 60,414.00	100.00%
8	2599-9999005 Single Mode Fiber Optic Term	EA				$ -	$ 85.50	0	-	$ -	0.00%
9	2599-9999005 Traffic Monitoring Camera	EA	$24,944.00			$24,944.00	$ 6,412.00	3.890205864	3.9	$ 24,944.00	100.00%
10	2599-9999005 Traffic Signal Cabinet Mod	EA	$ 6,480.00			$ 6,480.00	$ 2,264.00	2.862190813	2.9	$ 6,480.00	100.00%
11	2599-9999005 Traffic Signal Cabinet Repl	EA	$19,988.00			$19,988.00	$24,937.00	0.80153988	0.8	$ 19,988.00	100.00%
12	2599-9999005 Video Detection System, per Int	EA	$166,250.00			$166,250.00	$26,475.00	6.279508971	6.3	$ 166,250.00	100.00%
13	2599-9999005 Wireless Comm. System, per Int	EA				$ -	$ 2,765.00	0	-	$ -	0.00%
14	2599-9999009 2 inch PVC/HDPE Conduit	LF				$ -	$ 10.00	0	-	$ -	0.00%
15	2599-9999009 Pull Tape	LF				$ -	$ 0.65	0	-	$ -	0.00%
16	2599-9999009 Single Mode FO, 12-ct	LF				$ -	$ 3.36	0	-	$ -	0.00%
17	2599-9999009 Single Mode FO, 72-ct, Ext	LF				$ -	$ 3.41	0	-	$ -	0.00%
18	2599-9999009 Single Mode FO, 72-ct, Int	LF				$ -	$ 25.27	0	-	$ -	0.00%
19	2599-9999009 Tracer Wire, 10 Gauge	LF				$ -	$ 1.25	0	-	$ -	0.00%
20	2599-9999010 Community Complex Bld Conn	LS				$ -	$ 2,982.00	0	-	$ -	0.00%
21	2599-9999010 Fiber Optic Hub Cabinet Mod	LS	$ 950.00			$ 950.00	$ 5,303.00	0.179143881	0.2	$ 950.00	100.00%
22	2599-9999010 Water Plant Bld Conn	LS				$ -	$ 1,895.00	0	-	$ -	0.00%
23						$ -	$ -				0.00%
24						$ -	$ -				0.00%
25						$ -	$ -				0.00%
26						$ -	$ -				0.00%
27						$ -	$ -				0.00%
28						$ -	$ -				0.00%
29						$ -	$ -				0.00%
30						$ -	$ -				0.00%
31						$ -	$ -				0.00%
32						$ -	$ -				0.00%
33						$ -	$ -				0.00%
34						$ -	$ -				0.00%
35						$ -	$ -				0.00%
36						$ -	$ -				0.00%
37						$ -	$ -				0.00%
38						$ -	$ -				0.00%
39						$ -	$ -				0.00%
40						$ -	$ -				0.00%
41						$ -	$ -				0.00%
42						$ -	$ -				0.00%
43						$ -	$ -				0.00%
44						$ -	$ -				0.00%
45						$ -	$ -				0.00%
46						$ -	$ -				0.00%
47						$ -	$ -				0.00%
48						$ -	$ -				0.00%
49						$ -	$ -				0.00%
50						$ -	$ -				0.00%
51						$ -	$ -				0.00%
52						$ -	$ -				0.00%
53						$ -	$ -				0.00%
54						$ -	$ -				0.00%
55						$ -	$ -				0.00%
56						$ -	$ -				0.00%
57						$ -	$ -				0.00%
58						$ -	$ -				0.00%
59						$ -	$ -				0.00%
60						$ -	$ -				0.00%
61						$ -	$ -				0.00%
62						$ -	$ -				0.00%
63						$ -	$ -				0.00%
64						$ -	$ -				0.00%
65						$ -	$ -				0.00%
66						$ -	$ -				0.00%
67						$ -	$ -				0.00%
68						$ -	$ -				0.00%
69						$ -	$ -				0.00%
70						$ -	$ -				0.00%
71						$ -	$ -				0.00%
72						$ -	$ -				0.00%
73						$ -	$ -				0.00%
74						$ -	$ -				0.00%
75						$ -	$ -				0.00%

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

Date printed: 7/3/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	December 27, 2022	$ 481,620.08
2	January 24, 2023	$ 43,616.87
3	February 14, 2023	$ 84,217.50
4	March 14, 2023	$ 43,420.94
5	April 11, 2023	$ 18,988.60
6	May 23, 2023	$ 25,222.50
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL $ 697,086.49

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL $ -

Contract Time Remaining

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

Date Printed: 7/3/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: July 11, 2023 **PAYMENT REQUEST #** 9

PAYMENT PERIOD: From: February 28, 2023 Through: June 29, 2023

Contract Summary

Original Contract Amount:	$ 8,235,801.00			
Net change by Change Orders:	$ 35,838.00			
Contract Amount to Date: (line 1 ± 2)		$ 8,271,639.00		
Total completed and stored to date:	$ 7,573,283.11			
Retainage: 5 % of Completed Work:	$ 378,664.16			
Total Earned less Retainage:		$ 7,194,618.96		
Less previous applications for payment:		$ 6,937,798.05		
SUBTOTAL			$	256,820.91
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	256,820.91
Balance to finish, including retainage:		$ 1,077,020.04		
Contract Time Remaining (If applicable)	33.00 Working Days			

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

Construction Contractor Approval: Rognes Corporation (Firm Name)

Signature — Date: 7-1-23

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

Signature — Date: 7-1-2023

City of Grimes Staff Approval:

Signature — Date: 7-3-23

City of Grimes Council Approval: Council 7-11-23

Signature — Date

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

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

Date Printed: 6/30/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	36" Force Main in Open Cut	LF	14,777.00		14,777.00	$ 338.00	$ 4,994,626.00	12,560.00	$ 4,245,280.00	2,217.00	85.00%
2	36" Force Main Trenchless in Casing	LF	110.00		110.00	$ 1,300.00	$ 143,000.00		$ -	110.00	0.00%
3	36" Force Main Trenchless	LF	140.00		140.00	$ 900.00	$ 126,000.00		$ -	140.00	0.00%
4	36" Force Main Directional Bored	LF	105.00		105.00	$ 900.00	$ 94,500.00		$ -	105.00	0.00%
5	Air Release Manhole	EA	4.00		4.00	$ 28,000.00	$ 112,000.00	2.00	$ 56,000.00	2.00	50.00%
6	24" Sanitary Sewer in Open Cut	LF	1,246.00		1,246.00	$ 245.00	$ 305,270.00	1,246.00	$ 305,270.00	-	100.00%
7	15" Sanitary Sewer in Open Cut	LF	1,039.00		1,039.00	$ 215.00	$ 223,385.00	1,039.00	$ 223,385.00	-	100.00%
8	12" Sanitary Sewer in Open Cut	LF	5,496.00		5,496.00	$ 215.00	$ 1,181,640.00	5,496.00	$ 1,181,640.00	-	100.00%
9	12" Sanitary Sewer Trenchless	LF	55.00		55.00	$ 350.00	$ 19,250.00	55.00	$ 19,250.00	-	100.00%
10	Manhole - 84"	EA	2.00		2.00	$ 24,000.00	$ 48,000.00	2.00	$ 48,000.00	-	100.00%
11	Manhole - 72"	EA	1.00		1.00	$ 15,000.00	$ 15,000.00	1.00	$ 15,000.00	-	100.00%
12	Manhole - 48"	EA	21.00		21.00	$ 7,200.00	$ 151,200.00	21.00	$ 151,200.00	-	100.00%
13	Connection to Existing Manhole - 24" Sewer	EA	1.00		1.00	$ 10,000.00	$ 10,000.00	1.00	$ 10,000.00	-	100.00%
14	6" PCC Trail	SY	386.00		386.00	$ 55.00	$ 21,230.00	21.00	$ 1,155.00	365.00	5.44%
15	Field Tile Replacement - 8" and Smaller	LF	500.00		500.00	$ 40.00	$ 20,000.00	929.00	$ 37,160.00	(429.00)	185.80%
16	Stabilizing Material	TON	100.00		100.00	$ 50.00	$ 5,000.00		$ -	100.00	0.00%
17	Erosion Control	LS	1.00		1.00	$ 58,700.00	$ 58,700.00	70.0%	$ 41,090.00	30.0%	70.00%
18	Seeding	ACRE	25.00		25.00	$ 1,800.00	$ 45,000.00	5.00	$ 9,000.00	20.00	20.00%
19	Clearing and Grubbing	LS	1.00		1.00	$650,000.00	$ 650,000.00	100.0%	$ 650,000.00	0.0%	100.00%
20	Traffic Control	LS	1.00		1.00	$ 12,000.00	$ 12,000.00	70.0%	$ 8,400.00	30.0%	70.00%
	Change Orders										
1.1	Remove and Replace 7" PCC pavement	SY		102.00	102.00	$ 169.00	$ 17,238.00	102.00	$ 17,238.00	-	100.00%
1.2	Drop Connection	EA		3.00	3.00	$ 6,200.00	$ 18,600.00	3.00	$ 18,600.00	-	100.00%
	Stored Materials										
21	36" Elbow 2-Miter	EA			2.00	$ 3,900.00	$ 7,800.00	-	$ -		0.00%
22	36" Elbow 1-Miter	EA			8.00	$ 3,000.00	$ 24,000.00		$ -		0.00%
23	36" Elbow 2-Miter	EA			7.00	$ 3,900.00	$ 27,300.00		$ -		0.00%
24	End Cap	EA			1.00	$ 740.00	$ 740.00		$ -		0.00%
25	36" Sanitary Force Main pipe	LF			7,360.21	$ 185.43	$ 1,364,803.74		$ -		0.00%
26	36" Sanitary Force Main pipe	LF			6,880.55	$ 184.92	$ 1,272,351.31	2,198.60	$ 406,565.11		31.95%
27	36" Elbow 0-Miter	EA			8.00	$ 4,500.00	$ 36,000.00		$ -		0.00%
28	36" Elbow 1-Miter	EA			9.00	$ 3,000.00	$ 27,000.00	1.00	$ 3,000.00		11.11%
29	36" Elbow 1-Miter	EA			4.00	$ 6,250.00	$ 25,000.00	3.00	$ 18,750.00		75.00%
30	36" Elbow 2-Miter	EA			1.00	$ 3,000.00	$ 3,000.00	-	$ -		0.00%
31	36" Elbow 2-Miter	EA			4.00	$ 3,900.00	$ 15,600.00	2.00	$ 7,800.00		50.00%
32	36" Elbow 2-Miter	EA			2.00	$ 7,500.00	$ 15,000.00	2.00	$ 15,000.00		100.00%
33	36" Elbow 3-Miter	EA			1.00	$ 3,900.00	$ 3,900.00	1.00	$ 3,900.00		100.00%
34	36" Elbow 3-Miter	EA			2.00	$ 4,300.00	$ 8,600.00	2.00	$ 8,600.00		100.00%
35	Steel Casing Pipe	LF			320.00	$ 225.00	$ 72,000.00	320.00	$ 72,000.00	-	100.00%
					-		$ -		$ -	-	0.00%
					-		$ -		$ -	-	0.00%
					-		$ -		$ -	-	0

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 12, 2022	$ 308,750.00
2	September 13, 2022	$ 248,097.25
3	October 11, 2022	$1,374,592.05
4	November 8, 2022	$2,490,201.31
5	December 13, 2022	$2,180,893.53
6	January 10, 2023	$ 152,903.81
7	February 14, 2023	$ 42,540.05
8	March 14, 2023	$ 139,820.05
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **$ 6,937,798.05**

Record of Change Orders

No.	Date	Amount
1	February 14, 2023	$ 35,838.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **$ 35,838.00**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	March 8, 2022
Original Contract Time:	511.00
Added by Change Order:	
Contract Time to Date:	511.00
Time Used to Date:	478.00
Contract Time Remaining:	**33.00**

Date Printed: 6/30/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: July 11, 2023 **PAYMENT REQUEST #** 16

PAYMENT PERIOD: From: May 31, 2023 Through: June 29, 2023

Contract Summary

Original Contract Amount:	$ 12,675,000.00		
Net change by Change Orders:	$ 192,229.94		
Contract Amount to Date: (line 1 ± 2)		$ 12,867,229.94	
Total completed and stored to date:	$ 12,955,830.09		
Retainage: 5 % of Completed Work:	$ 647,791.50		
Total Earned less Retainage:		$ 12,308,038.59	
Less previous applications for payment:		$ 12,203,203.80	
SUBTOTAL			$ 104,834.79
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 104,834.79
Balance to finish, including retainage:		$ 559,191.35	
Contract Time Remaining (If applicable)	(28.00) Working Days		

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

Construction Contractor Approval: S.J. Louis Construction, Inc.
Firm Name

Signature — Date: 6/30/2023

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

Signature — Date: 6-30-2023

City of Grimes Staff Approval:

Signature — Date: 7-3-23

City of Grimes Council Approval: Council 7-11-23

Signature — Date

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

Date Printed: 6/30/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	60" Sanitary in Open Cut	LF	1,744.00		1,744.00	$ 660.25	$ 1,151,476.00	1,744.00	$ 1,151,476.00	-	100.00%
2	54" Sanitary in Open Cut	LF	9,729.00		9,729.00	$ 679.75	$ 6,613,287.75	9,729.00	$ 6,613,287.75	-	100.00%
3	48" Sanitary in Open Cut	LF	55.00		55.00	$ 1,200.00	$ 66,000.00	65.00	$ 78,000.00	(10.00)	118.18%
4	36" Sanitary in Open Cut	LF	33.00		33.00	$ 1,400.00	$ 46,200.00	33.00	$ 46,200.00	-	100.00%
5	36" DI Sanitary Sewer in Open Cut	LF	30.00		30.00	$ 1,500.00	$ 45,000.00	30.00	$ 45,000.00	-	100.00%
6	24" DI Sanitary Sewer in Open Cut	LF	20.00		20.00	$ 1,252.00	$ 25,040.00	20.00	$ 25,040.00	-	100.00%
7	8" DI Sanitary Sewer in Open Cut	LF	20.00		20.00	$ 900.00	$ 18,000.00	20.00	$ 18,000.00	-	100.00%
8	54" Sanitary Tunneled	LF	656.00		656.00	$ 2,200.00	$ 1,443,200.00	669.00	$ 1,471,800.00	(13.00)	101.98%
9	Manhole - 120"	EA	1.00	(1.00)	-	$ 1.00	$ -		$ -	-	0.00%
10	Manhole - 96"	EA	4.00	(2.00)	2.00	$50,000.00	$ 100,000.00	2.00	$ 100,000.00	-	100.00%
11	Manhole - 84"	EA	35.00	(29.00)	6.00	$33,510.00	$ 201,060.00	7.00	$ 234,570.00	(1.00)	116.67%
12	Storm Sewer - 48" RCP	LF	30.00		30.00	$ 800.00	$ 24,000.00	30.00	$ 24,000.00	-	100.00%
13	Storm Sewer - 24" RCP	LF	60.00		60.00	$ 250.00	$ 15,000.00	30.00	$ 7,500.00	30.00	50.00%
14	Storm Sewer - 18" RCP	LF	90.00		90.00	$ 180.00	$ 16,200.00	118.00	$ 21,240.00	(28.00)	131.11%
15	Storm Sewer - 15" RCP	LF	30.00		30.00	$ 150.00	$ 4,500.00	62.00	$ 9,300.00	(32.00)	206.67%
16	Storm Sewer - 12" RCP	LF	30.00		30.00	$ 105.00	$ 3,150.00	32.00	$ 3,360.00	(2.00)	106.67%
17	6" Tile with Sock	LF	18,900.00		18,900.00	$ 19.00	$ 359,100.00	22,900.00	$ 435,100.00	(4,000.00)	121.16%
18	6" PCC Trail	SY	8,148.00		8,148.00	$ 65.00	$ 529,620.00	7,641.00	$ 496,665.00	507.00	93.78%
19	Granular Surfacing	SY	362.00		362.00	$ 25.00	$ 9,050.00	268.00	$ 6,700.00	94.00	74.03%
20	Steel Sheeting	SF	7,900.00		7,900.00	$ 35.00	$ 276,500.00	7,900.00	$ 276,500.00	-	100.00%
21	Rip-Rap	TON	1,350.00		1,350.00	$ 70.00	$ 94,500.00	1,382.34	$ 96,763.80	(32.34)	102.40%
22	Stabilizing Material	TON	200.00		200.00	$ 44.85	$ 8,970.00	866.23	$ 38,850.42	(666.23)	433.12%
23	Erosion Control	LS	1.00		1.00	$100,000.00	$ 100,000.00	95.0%	$ 95,000.00	5.0%	95.00%
24	Seeding	ACRE	25.00		25.00	$ 2,500.00	$ 62,500.00	16.50	$ 41,250.00	8.50	66.00%
25	Clearing and Grubbing	LS	1.00		1.00	$150,000.00	$ 150,000.00	100.0%	$ 150,000.00	0.0%	100.00%
26	Traffic Control	LS	1.00		1.00	$20,000.00	$ 20,000.00	95.0%	$ 19,000.00	5.0%	95.00%
27	54" Base FRP Manholes	EA	27.00	(2.00)	25.00	$40,000.00	$ 1,000,000.00	25.00	$ 1,000,000.00	-	100.00%
28	60" Base FRP Manholes	EA	5.00		5.00	$39,000.00	$ 195,000.00	4.00	$ 156,000.00	1.00	80.00%
29	Remove Trees Brookview	LS		1.00	1.00	$ 2,200.00	$ 2,200.00	1.00	$ 2,200.00	-	100.00%
30	Aurora Rock Obstruction	LS		1.00	1.00	$17,763.77	$ 17,763.77	1.00	$ 17,763.77	-	100.00%
31	Intake Remove and Replace Station 15+65 Left	LS		1.00	1.00	$ 5,885.00	$ 5,885.00	2.00	$ 11,770.00	(1.00)	200.00%
32	Remove and Replace Sewer Line and Cleanout	LS		1.00	1.00	$ 5,250.00	$ 5,250.00	1.00	$ 5,250.00	-	100.00%
33	Manhole 22 Fiberglass Riser (Non Returnable)	LS		1.00	1.00	$ 9,368.70	$ 9,368.70	1.00	$ 9,368.70	-	100.00%
34	Manhole Change Surcharge	LS		1.00	1.00	$ 6,925.00	$ 6,925.00	1.00	$ 6,925.00	-	100.00%
35	Invert Adjustment Additional Cost	LS		1.00	1.00	$59,619.91	$ 59,619.91	1.00	$ 59,619.91	-	100.00%
36	Meredith Tunnel Lowering Costs	LS		1.00	1.00	$16,318.19	$ 16,318.19	1.00	$ 16,318.19	-	100.00%
37	Additional Mobilizations - Meredith Drive Crossing	LS		2.00	2.00	$25,000.00	$ 50,000.00	2.00	$ 50,000.00	-	100.00%
38	Meredith Utilility Exploration	LS		1.00	1.00	$25,663.70	$ 25,663.70	1.00	$ 25,663.70	-	100.00%
39	156th Steet Rock Obstruction	LS		1.00	1.00	$19,704.19	$ 19,704.19	1.00	$ 19,704.19	-	100.00%
40	Brookview Drive Rock Obstruction	LS		1.00	1.00	$34,281.53	$ 34,281.53	1.00	$ 34,281.53	-	100.00%
41	Grubbing, Grade, and Restore 156th & Brookview	LS		1.00	1.00	$ 2,136.25	$ 2,136.25	0.75	$ 1,602.19	0.25	75.00%
42	Meredith Drive Rock Obstruction	LS		1.00	1.00	$34,759.95	$ 34,759.95	1.00	$ 34,759.95	-	100.00%
					-		$ -		$ -	-	0.00%
					-		$ -		$ -	-	0.00%
	Stored Materials								$ -		0.00%
	LFM MH #35	EA			-	$ 9,574.00	$ -		$ -		0.00%
	LFM MH #39	EA			-	$ 9,574.00	$ -		$ -		0.00%
	LFM MH #40	EA			-	$12,017.00	$ -		$ -		0.00%
	LFM MH #41	EA			-	$12,017.00	$ -		$ -		0.00%
	LFM MH #43	EA			-	$ 9,401.00	$ -		$ -		0.00%
	LFM MH #44	EA			-	$ 9,401.00	$ -		$ -		0.00%
	2" PVC Grout Bushing	EA			-	$ 200.00	$ -		$ -		0.00%
	6" Draintile	LF			-	$ 2.40	$ -		$ -		0.00%
	24" A-2000 Sanitary pipe	LF			-	$ 93.05	$ -		$ -		0.00%
	24" Hymax Coupler	EA			-	$ 2,771.50	$ -		$ -		0.00%
	Sheet piling	SF			-	$ 19.41	$ -		$ -		0.00%
	54" Base FRP Manholes 2 miter	EA				$13,117.00	$ -		$ -		0.00%
	54" Sanitary Pipe	LF			-	$ 238.00	$ -		$ -		0.00%
	48" Sanitary Pipe	LF			-	$ 200.00	$ -		$ -		0.00%
	54" Sanitary Pipe	LF			-	$ 238.00	$ -		$ -		0.00%
	54" Base FRP Manholes 1 miter	EA				$11,255.00	$ -		$ -		0.00%
	54" Base FRP Manholes 2 miter	EA			-	$13,117.00	$ -		$ -		0.00%
	54" Coupling Elbow 1 miter	EA				$ 5,905.00	$ -	-	$ -		0.00%
	54" Coupling Elbow 2 miter	EA			-	$ 7,483.00	$ -		$ -		0.00%
	48" Coupling Elbow 1 miter	EA				$ 4,685.00			$ -		0.00%
	48" Coupling Elbow 2 miter	EA				$ 6,255.00			$ -		0.00%
	24" Ductile Iron Pipe CL52	LF				$ 216.84			$ -		0.00%
	Manhole 29	EA				$14,948.25		-	$ -		0.00%
	Manhole 33	EA				$ 13,136.75		-	$ -		0.00%
	36" Sanitary Pipe	LF				$ 133.00			$ -		0.00%
											0.00%
											0.00%
											0.00%
											0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $ 12,867,229.94 $ 12,955,830.09 100.69%

Date printed: 6/30/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	March 8, 2022	$ 97,850.00
2	April 12, 2022	$ 76,000.00
3	June 28, 2022	$ 319,396.14
4	July 12, 2022	$1,149,935.40
5	August 9, 2022	$1,356,953.99
6	September 13, 2022	$1,721,837.63
7	October 11, 2022	$1,680,563.57
8	November 15, 2022	$ 828,385.59
9	December 13, 2022	$1,143,666.61
10	January 10, 2023	$ 819,078.72
11	February 14, 2023	$ 546,778.32
12	March 14, 2023	$ 680,294.31
13	April 11, 2023	$ 572,937.88
14	May 9, 2023	$ 601,402.36
15	June 13, 2023	$ 608,123.28
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **$ 12,203,203.80**

Record of Change Orders

No.	Date	Amount
1	March 22, 2022	$ (84,666.25)
2	January 24, 2023	$ 276,896.19
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **$ 192,229.94**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	December 14, 2021
Original Contract Time:	534.00
Added by Change Order:	
Contract Time to Date:	534.00
Time Used to Date:	562.00
Contract Time Remaining:	**(28.00)**

Date Printed: 6/30/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title: NW 107th Street HMA Overlay
Contractor: Des Moines Asphalt and Paving
Address: PO Box 3365, Des Moines, IA 50316
Finance Budget Code: 110-210-6761 ***Finance Project #***
Vendor Project or Invoice #: ***PO #***
Original Contract Date: May 9, 2023 ***Vendor #*** 2670

Date of Council Meeting: July 11, 2023 **PAYMENT REQUEST #** 1

PAYMENT PERIOD: From: June 19, 2023 Through: June 30, 2023

Contract Summary

Original Contract Amount:	$ 571,751.58		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 571,751.58	
Total completed and stored to date:	$ 508,405.20		
Retainage: 5 % of Completed Work:	$ 25,420.26		
Total Earned less Retainage:		$ 482,984.94	
Less previous applications for payment:		$ -	
SUBTOTAL			$ 482,984.94
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 482,984.94
Balance to finish, including retainage:		$ 88,766.64	
Contract Time Remaining (If applicable)	20.00 CALENDAR DAYS		

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

Construction Contractor Approval: Des Moines Asphalt and Paving
Firm Name

Brian Beaird
Signature

7/1/23
Date

Engineer / Consultant Approval:
Firm Name

Signature

Date

City of Grimes Staff Approval:

Signature

7-3-23
Date

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

Date Printed: 6/30/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	VALUE OF STORED MATERIALS REMAINING	TOTAL COMPLETED WORK AND STORED MATERIALS	REMAINING QUANTITY	PERCENT COMPLETE
1	HMA OVERLAY, 3 INCH, STANDARD TRAFFIC (ST) SURFACE, 1/2 INCH, PG 58-28S	TON	2,910.00		2,910.00	$ 95.00	$ 276,450.00	2,361.66	$ 224,357.70	$ -	$ 224,357.70	548.34	81.16%
2	GRANULAR SHOULDER (IDOT "GRANULAR SHOULDERS", TYPE B 2121-7425020)	TON	292.00		292.00	$ 58.00	$ 16,936.00	306.76	$ 17,792.08	$ -	$ 17,792.08	(14.76)	105.05%
3	FULL DEPTH PATCHES, M-4 MIX, 7" MINIMUM	SY	539.00		539.00	$ 92.50	$ 49,857.50	147.00	$ 13,597.50	$ -	$ 13,597.50	392.00	27.27%
4	FULL DEPTH PATCHES, HMA	SY	1,250.00		1,250.00	$ 65.50	$ 81,875.00	1,958.93	$ 128,309.92	$ -	$ 128,309.92	(708.93)	156.71%
5	MILLING, 1" DEPTH	SY	13,380.00		13,380.00	$ 2.20	$ 29,436.00	13,380.00	$ 29,436.00	$ -	$ 29,436.00	-	100.00%
6	PAINTED PAVEMENT MARKINGS, DURABLE	STA	144.24		144.24	$ 103.00	$ 14,856.72	-	$ -	$ -	$ -	144.24	0.00%
7	GROOVES CUT FOR PAVEMENT MARKINGS	STA	144.24		144.24	$ 51.50	$ 7,428.36	-	$ -	$ -	$ -	144.24	0.00%
8	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	$ 9,050.00	$ 9,050.00	1.00	$ 9,050.00	$ -	$ 9,050.00	-	100.00%
9	FLAGGERS (IDOT 2528-8445113)	LS	1.00		1.00	$ 45,000.00	$ 45,000.00	1.00	$ 45,000.00	$ -	$ 45,000.00	-	100.00%
10	PILOT CARS (IDOT 2528-8445115)	LS	1.00		1.00	$ 12,750.00	$ 12,750.00	1.00	$ 12,750.00	$ -	$ 12,750.00	-	100.00%
11	PORTABLE DYNAMIC MESSAGE SIGN (PDMS) (IDOT 2528-9290050)	CDAY	7.00		7.00	$ 516.00	$ 3,612.00	7.00	$ 3,612.00	$ -	$ 3,612.00	-	100.00%
12	MOBILIZATION	LS	1.00		1.00	$ 24,500.00	$ 24,500.00	1.00	$ 24,500.00	$ -	$ 24,500.00	-	100.00%
	Change Order Item												
1					-		$ -		$ -			-	0.00%
2					-		$ -		$ -			-	0.00%
3					-		$ -		$ -			-	0.00%
4					-		$ -		$ -			-	0.00%
5					-		$ -		$ -			-	0.00%
6					-		$ -		$ -			-	0.00%
7					-		$ -		$ -			-	0.00%
8					-		$ -		$ -			-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $ 571,751.58 $ 508,405.20 88.92%

Date printed: 6/30/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **$ -**

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **$ -**

Contract Time Remaining

Contract Period:	WORKING DAYS
Original Contract Date:	May 9, 2023
Original Contract Time:	30.00
Added by Change Order:	
Contract Time to Date:	30.00
Time Used to Date:	10.00
Contract Time Remaining:	**20.00**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title: SE Jacob Street Reconstruction and Storm Sewer
Contractor: Reilly Construction Co.
Address: P.O. Box 99, Ossian, IA 52161
Finance Budget Code: 366-210-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: May 10, 2022 **Vendor #** 4481

Date of Council Meeting: July 11, 2023 **PAYMENT REQUEST #** 8

PAYMENT PERIOD: From: May 31, 2023 Through: June 27, 2023

Contract Summary

Original Contract Amount:	$ 1,545,000.00		
Net change by Change Orders:	$ 21,240.00		
Contract Amount to Date: (line 1 ± 2)		$ 1,566,240.00	
Total completed and stored to date:	$ 1,552,065.00		
Retainage: 5 % of Completed Work:	$ 77,603.25		
Total Earned less Retainage:		$ 1,474,461.75	
Less previous applications for payment:		$ 1,091,108.25	
SUBTOTAL			$ 383,353.50
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 383,353.50
Balance to finish, including retainage:		$ 91,778.25	
Contract Time Remaining (If applicable)	(60.50) Working Days		

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

Construction Contractor Approval: Reilly Construction Co. (Firm Name)
Signature — Date: 6/28/2023

Engineer / Consultant Approval: MSA Professional Services, Inc. (Firm Name)
Nicholle Jungjohn (Signature) — Date: June 28, 2023

City of Grimes Staff Approval: Matt Ahrens (Signature) — Date: 7-3-23

City of Grimes Council Approval: Council 7-11-23 (Signature) — Date:

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

Date Printed: 6/28/2023

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
2.01	Clearing and Grubbing	LS	1.00		1.00	$ 21,000.00	$ 21,000.00	1.00	$ 21,000.00	-	100.00%
2.02	Topsoil, On-Site, Compost-amended	CY	790.00		790.00	$ 100.00	$ 79,000.00	400.00	$ 40,000.00	390.00	50.63%
2.03	Excavation, Class 10	CY	1,900.00		1,900.00	$ 35.00	$ 66,500.00	1,900.00	$ 66,500.00	-	100.00%
2.04	Subgrade Preparation, 6in Thickness	SY	6,485.00		6,485.00	$ 4.00	$ 25,940.00	6,485.00	$ 25,940.00	-	100.00%
2.05	Subbase Granular, 6in Thickness	SY	6,485.00		6,485.00	$ 14.00	$ 90,790.00	6,485.00	$ 90,790.00	-	100.00%
2.06	Compaction Testing, Moisture & Density Control	LS	1.00		1.00	$ 6,500.00	$ 6,500.00	1.00	$ 6,500.00	-	100.00%
2.07	Below Grade Excavation (Core Out)	CY	500.00		500.00	$ 10.00	$ 5,000.00	500.00	$ 5,000.00	-	100.00%
3.01	Trench Compaction Testing	LS	1.00		1.00	$ 6,500.00	$ 6,500.00	1.00	$ 6,500.00	-	100.00%
4.01	Storm Sewer, Trenched, RCP, 15 in	LF	1,009.00		1,009.00	$ 65.00	$ 65,585.00	991.00	$ 64,415.00	18.00	98.22%
4.02	Storm Sewer, Trenched, RCP, 18 in	LF	130.00		130.00	$ 75.00	$ 9,750.00	130.00	$ 9,750.00	-	100.00%
4.03	Storm Sewer, Trenched, RCP, 24 in	LF	8.00		8.00	$ 125.00	$ 1,000.00	8.00	$ 1,000.00	-	100.00%
4.04	Storm Sewer, Trenched, RCP, 30 in	LF	24.00		24.00	$ 130.00	$ 3,120.00	24.00	$ 3,120.00	-	100.00%
4.05	Storm Sewer, Trenched, RCP, 36 in	LF	27.00		27.00	$ 150.00	$ 4,050.00	27.00	$ 4,050.00	-	100.00%
4.06	Storm Sewer, Trenched, RCP, 42 in	LF	155.00		155.00	$ 185.00	$ 28,675.00	155.00	$ 28,675.00	-	100.00%
4.07	Removal of Storm Sewer, Less than 36 in	LF	515.00		515.00	$ 10.00	$ 5,150.00	515.00	$ 5,150.00	-	100.00%
4.08	Removal of Storm Sewer, Greater than 36 in	LF	126.00		126.00	$ 25.00	$ 3,150.00	126.00	$ 3,150.00	-	100.00%
4.09	Pipe Culvert, Trenched, RCP, 60 in	LF	67.00		67.00	$ 350.00	$ 23,450.00	67.00	$ 23,450.00	-	100.00%
4.10	Pipe Apron, Concrete, 15 in	EA	2.00		2.00	$ 2,500.00	$ 5,000.00	2.00	$ 5,000.00	-	100.00%
4.11	Pipe Apron, Concrete, 36 in	EA	1.00		1.00	$ 5,500.00	$ 5,500.00	1.00	$ 5,500.00	-	100.00%
4.12	Pipe Apron, Concrete, 60 in	EA	1.00		1.00	$ 10,000.00	$ 10,000.00	1.00	$ 10,000.00	-	100.00%
4.13	Pipe Apron, Modifed	LS	1.00		1.00	$ 35,000.00	$ 35,000.00	1.00	$ 35,000.00	-	100.00%
4.14	Connection to Existing Storm Sewer	EA	5.00		5.00	$ 1,875.00	$ 9,375.00	5.00	$ 9,375.00	-	100.00%
4.15	Subrains, Soild Wall, 4 in	LF	150.00		150.00	$ 25.00	$ 3,750.00		$ -	150.00	0.00%
4.16	Subdrain Cleanouts	EA	1.00		1.00	$ 750.00	$ 750.00		$ -	1.00	0.00%
4.17	Subdrain Outlets and Connections	EA	1.00		1.00	$ 250.00	$ 250.00		$ -	1.00	0.00%
5.01	Valve Box Adjustment	EA	14.00		14.00	$ 550.00	$ 7,700.00	14.00	$ 7,700.00	-	100.00%
6.01	Manhole, SW-401, 48 in	EA	1.00		1.00	$ 3,500.00	$ 3,500.00	1.00	$ 3,500.00	-	100.00%
6.02	Manhole, SW-401, 60 in	EA	1.00		1.00	$ 6,500.00	$ 6,500.00	1.00	$ 6,500.00	-	100.00%
6.03	Manhole, SW-401, 60 in, Modified	EA	1.00		1.00	$ 6,500.00	$ 6,500.00	1.00	$ 6,500.00	-	100.00%
6.04	Manhole, SW-401, 72 in	EA	1.00		1.00	$ 7,000.00	$ 7,000.00	1.00	$ 7,000.00	-	100.00%
6.05	Manhole, SW-402, 4ft x 6ft	EA	1.00		1.00	$ 7,500.00	$ 7,500.00	1.00	$ 7,500.00	-	100.00%
6.06	Intake, SW-501	EA	2.00		2.00	$ 3,500.00	$ 7,000.00	2.00	$ 7,000.00	-	100.00%
6.07	Intake, SW-503	EA	1.00		1.00	$ 5,500.00	$ 5,500.00	1.00	$ 5,500.00	-	100.00%
6.08	Intake, SW-505	EA	1.00		1.00	$ 6,000.00	$ 6,000.00	1.00	$ 6,000.00	-	100.00%
6.09	Intake, SW-507	EA	2.00		2.00	$ 5,000.00	$ 10,000.00	2.00	$ 10,000.00	-	100.00%
6.10	Intake, SW-512, 24 in	EA	7.00		7.00	$ 3,000.00	$ 21,000.00	7.00	$ 21,000.00	-	100.00%
6.11	Intake, SW-512, 30 in	EA	3.00		3.00	$ 3,500.00	$ 10,500.00	3.00	$ 10,500.00	-	100.00%
6.12	Intake, SW-512, 36 in	EA	1.00		1.00	$ 4,500.00	$ 4,500.00	1.00	$ 4,500.00	-	100.00%
6.13	Intake, SW-501 - Modified	EA	7.00		7.00	$ 3,500.00	$ 24,500.00	7.00	$ 24,500.00	-	100.00%
6.14	Intake, SW-505 - Modified	EA	5.00		5.00	$ 6,000.00	$ 30,000.00	5.00	$ 30,000.00	-	100.00%
6.15	Manhole Adjustment, Minor	EA	5.00		5.00	$ 1,500.00	$ 7,500.00	5.00	$ 7,500.00	-	100.00%
6.16	Manhole Adjustment, Major	EA	1.00		1.00	$ 2,750.00	$ 2,750.00	1.00	$ 2,750.00	-	100.00%
6.17	Remove Manhole	EA	2.00		2.00	$ 1,000.00	$ 2,000.00	2.00	$ 2,000.00	-	100.00%
6.18	Remove Intake	EA	2.00		2.00	$ 1,000.00	$ 2,000.00	2.00	$ 2,000.00	-	100.00%
7.01	Pavement, PCC, 7in Thickness	SY	5,540.00		5,540.00	$ 95.00	$ 526,300.00	5,741.00	$ 545,395.00	(201.00)	103.63%
7.02	PCC Pavement Samples and Testing	LS	1.00		1.00	$ 6,500.00	$ 6,500.00	1.00	$ 6,500.00	-	100.00%
7.03	Removal of Sidewalk	SY	66.00		66.00	$ 15.00	$ 990.00	66.00	$ 990.00	-	100.00%
7.04	Removal of Driveway	SY	368.00		368.00	$ 15.00	$ 5,520.00	368.00	$ 5,520.00	-	100.00%
7.05	Sidewalk, PCC 4 Inch Thickness	SY	25.00		25.00	$ 105.00	$ 2,625.00	32.00	$ 3,360.00	(7.00)	128.00%
7.06	Sidewalk, PCC 6 Inch Thickness	SY	45.00		45.00	$ 130.00	$ 5,850.00	75.00	$ 9,750.00	(30.00)	166.67%
7.07	Detectable Warning	SF	64.00		64.00	$ 75.00	$ 4,800.00	64.00	$ 4,800.00	-	100.00%
7.08	Driveway, Paved, PCC, 6 in Thickness	SY	421.00		421.00	$ 140.00	$ 58,940.00	596.00	$ 83,440.00	(175.00)	141.57%
7.09	Sidewalk Assurance Testing	LS	1.00		1.00	$ 5,500.00	$ 5,500.00	1.00	$ 5,500.00	-	100.00%
7.10	Pavement Removal	SY	5,302.00		5,302.00	$ 13.00	$ 68,926.00	5,302.00	$ 68,926.00	-	100.00%
8.01	Temporary Traffic Control	LS	1.00		1.00	$ 10,500.00	$ 10,500.00	1.00	$ 10,500.00	-	100.00%
9.01	Hydraulic Seeding, Seeding, Fertilizing, and Mulching (BFM), Type 1 with Compost Amended Topsoil	AC	0.60		0.60	$ 7,000.00	$ 4,200.00	0.20	$ 1,400.00	0.40	33.33%
9.02	Hydraulic Mulching, Temporary	AC	0.60		0.60	$ 3,250.00	$ 1,950.00		$ -	0.60	0.00%
9.03	Intake Protection Device, Installation and Removal	EA	31.00		31.00	$ 225.00	$ 6,975.00	10.00	$ 2,250.00	21.00	32.26%
9.04	Intake Protection Device, Maintenance	EA	31.00		31.00	$ 30.00	$ 930.00	4.00	$ 120.00	27.00	12.90%
9.05	Manufactured Check Dams, Installation & Removal	LF	60.00		60.00	$ 40.00	$ 2,400.00		$ -	60.00	0.00%
9.06	Rip Rap, Class E	TON	125.00		125.00	$ 85.00	$ 10,625.00	125.00	$ 10,625.00	-	100.00%
9.07	Rip Rap, Erosion Stone	TON	15.00		15.00	$ 95.00	$ 1,425.00	15.00	$ 1,425.00	-	100.00%
9.08	Wattle, Installation	LF	2,000.00		2,000.00	$ 2.00	$ 4,000.00	725.00	$ 1,450.00	1,275.00	36.25%
9.09	Wattle, Removal	LF	2,000.00		2,000.00	$ 0.25	$ 500.00		$ -	2,000.00	0.00%
9.10	Stormwater Pollution Prevention Plan (SWPP) Preparation	LS	1.00		1.00	$ 2,250.00	$ 2,250.00	1.00	$ 2,250.00	-	100.00%
9.11	Stormwater Pollution Prevention Plan (SWPP) Management	LS	1.00		1.00	$ 3,500.00	$ 3,500.00	0.50	$ 1,750.00	0.50	50.00%
10.01	Removal of Steel Storm Tank Structure	LS	1.00		1.00	$ 12,500.00	$ 12,500.00	1.00	$ 12,500.00	-	100.00%
11.01	Mobilization	LS	1.00		1.00	$ 92,434.00	$ 92,434.00	1.00	$ 92,434.00	-	100.00%
11.02	Concrete Washout	LS	1.00		1.00	$ 3,500.00	$ 3,500.00	1.00	$ 3,500.00	-	100.00%
11.03	Removal & Salvage Sign To Owner	EA	11.00		11.00	$ 275.00	$ 3,025.00	11.00	$ 3,025.00	-	100.00%
11.04	Removal, Salvage & Reinstallation of Mailbox	EA	12.00		12.00	$ 300.00	$ 3,600.00	12.00	$ 3,600.00	-	100.00%
11.05	Maintenance of Postal Services	LS	1.00		1.00	$ 3,500.00	$ 3,500.00	1.00	$ 3,500.00	-	100.00%
11.06	Maintenance of Solid Waste Collection	LS	1.00		1.00	$ 4,500.00	$ 4,500.00	1.00	$ 4,500.00	-	100.00%
	CHANGE ORDER #1										
CO_1.01	SW-512 PCC Collar	LS		1.00	1.00	$ 900.00	$ 900.00	1.00	$ 900.00	-	100.00%
CO_1.02	Tree Removal	LS		1.00	1.00	$ 7,150.00	$ 7,150.00	1.00	$ 7,150.00	-	100.00%
CO_1.03	Driveway, Paved, PCC, 8 in Thickness	SY		38.00	38.00	$ 155.00	$ 5,890.00	38.00	$ 5,890.00	-	100.00%
					-						
	CHANGE ORDER #2										
CO_2.01	Tree Removal	LS		1.00	1.00	$ 7,300.00	$ 7,300.00	1.00	$ 7,300.00	-	100.00%
					-						

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $ 1,566,240.00 $ 1,552,065.00 99.09%

Date printed: 6/28/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 13, 2022	$ 95,089.78
2	October 25, 2022	$ 200,669.45
3	November 8, 2022	$ 107,419.82
4	December 27, 2022	$ 249,809.15
5	January 24, 2023	$ 6,935.00
6	May 23, 2023	$ 177,611.05
7	June 13, 2023	$ 253,574.00
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **$ 1,091,108.25**

Record of Change Orders

No.	Date	Amount
1	October 25, 2022	$ 13,940.00
2	January 24, 2023	$ 7,300.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **$ 21,240.00**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	May 10, 2022
Original Contract Time:	80.00
Added by Change Order:	-
Contract Time to Date:	80.00
Time Used to Date:	140.50
Contract Time Remaining:	**(60.50)**

Date Printed: 6/28/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title: Iowa Highway 44 Trail Extension
Contractor: Howrey Construction
Address: 316 Austin Street, Rockwell City, IA 50579
Finance Budget Code: 377-430-6499 ***Finance Project #***
Vendor Project or Invoice #: ***PO #***
Original Contract Date: April 11, 2023 ***Vendor #*** 4510

Date of Council Meeting: July 11, 2023 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: May 27, 2023 Through: June 30, 2023

Contract Summary

Original Contract Amount:	$ 452,810.00			
Net change by Change Orders:	$ 1,600.00			
Contract Amount to Date: (line 1 ± 2)		$ 454,410.00		
Total completed and stored to date:	$ 354,425.60			
Retainage: 5 % of Completed Work:	$ 17,721.28			
Total Earned less Retainage:		$ 336,704.32		
Less previous applications for payment:		$ 149,410.82		
SUBTOTAL			$	187,293.50
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	187,293.50
Balance to finish, including retainage:		$ 117,705.68		
Contract Time Remaining (If applicable)	14.00 WORKING DAYS			

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

Construction Contractor Approval: Howrey Construction
Firm Name

Signature 6/30/2023
Date

Engineer / Consultant Approval: City of Grimes
Firm Name

Signature
Date

City of Grimes Staff Approval:

Signature 7-6-23
Date

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

Date Printed: 6/30/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	VALUE OF STORED MATERIALS REMAINING	TOTAL COMPLETED WORK AND STORED MATERIALS	REMAINING QUANTITY	PERCENT COMPLETE
1	CLEARING AND GRUBBING	LS	1.00		1.00	$ 6,000.00	$ 6,000.00	0.90	$ 5,400.00	$ -	$ 5,400.00	0.10	90.00%
2	TOPSOIL, ON-SITE 4" DEPTH	CY	1,100.00		1,100.00	$ 10.25	$ 11,275.00	550.00	$ 5,637.50	$ -	$ 5,637.50	550.00	50.00%
3	EXCAVATION, CLASS 10	CY	1,025.00		1,025.00	$ 14.00	$ 14,350.00	925.00	$ 12,950.00	$ -	$ 12,950.00	100.00	90.24%
4	REMOVAL OF STORM SEWER, 48 IN.	LF	16.00		16.00	$ 681.00	$ 10,896.00	16.00	$ 10,896.00	$ -	$ 10,896.00	-	100.00%
5	PIPE CULVERT, TRENCHED, RCAP, 24 IN. EQ	LF	210.00		210.00	$ 155.00	$ 32,550.00	210.00	$ 32,550.00	$ -	$ 32,550.00	-	100.00%
6	PIPE CULVERT, TRENCHED, 48 IN.	LF	16.00		16.00	$ 753.50	$ 12,056.00	16.00	$ 12,056.00	$ -	$ 12,056.00	-	100.00%
7	PIPE APRON, FOOTING, AND GUARD, RCAP, 24 IN. EQ	EA	1.00		1.00	$ 5,819.00	$ 5,819.00	1.00	$ 5,819.00	$ -	$ 5,819.00	-	100.00%
8	MANHOLE, SW-401, 84" DIAMETER	EA	1.00		1.00	$18,061.00	$ 18,061.00	1.00	$ 18,061.00	$ -	$ 18,061.00	-	100.00%
9	MANHOLE ADJUSTMENT, MINOR	EA	1.00		1.00	$ 1,000.00	$ 1,000.00	-	$ -	$ -	$ -	1.00	0.00%
10	MANHOLE ADJUSTMENT, MAJOR	EA	3.00		3.00	$ 3,000.00	$ 9,000.00	2.00	$ 6,000.00	$ -	$ 6,000.00	1.00	66.67%
11	CURB AND GUTTER, 2 FT.	LF	45.00		45.00	$ 60.00	$ 2,700.00	49.00	$ 2,940.00	$ -	$ 2,940.00	(4.00)	108.89%
12	REMOVAL OF SIDEWALK	SY	14.00		14.00	$ 23.00	$ 322.00	14.00	$ 322.00	$ -	$ 322.00	-	100.00%
13	REMOVAL OF CURB	LF	42.00		42.00	$ 20.00	$ 840.00	36.00	$ 720.00	$ -	$ 720.00	6.00	85.71%
14	SHARED USE PATH, PCC, 6 IN	SY	4,486.00		4,486.00	$ 36.50	$ 163,739.00	4,348.40	$ 158,716.60	$ -	$ 158,716.60	137.60	96.93%
15	SPECIAL SUBGRADE PREP. FOR SHARED USE PATH	SY	6,280.00		6,280.00	$ 2.00	$ 12,560.00	6,280.00	$ 12,560.00	$ -	$ 12,560.00	-	100.00%
16	DETECTABLE WARNING, CAST IRON	SF	120.00		120.00	$ 60.00	$ 7,200.00	91.00	$ 5,460.00	$ -	$ 5,460.00	29.00	75.83%
17	SHARED USE PATH ASSURANCE TESTING	LS	1.00		1.00	$ 3,000.00	$ 3,000.00	0.90	$ 2,700.00	$ -	$ 2,700.00	0.10	90.00%
18	CURB AND GUTTER REMOVAL	LF	45.00		45.00	$ 30.00	$ 1,350.00	49.00	$ 1,470.00	$ -	$ 1,470.00	(4.00)	108.89%
19	TRAFFIC SIGNAL MODIFICATIONS	LS	1.00		1.00	$52,500.00	$ 52,500.00	0.25	$ 13,125.00	$ -	$ 13,125.00	0.75	25.00%
20	PAINTED PAVEMENT MARKINGS, SOLVENT/WQATERBORNE	STA	5.50		5.50	$ 1,000.00	$ 5,500.00	-	$ -	$ -	$ -	5.50	0.00%
21	PAINTED PAVEMENT MARKINGS REMOVED	STA	4.50		4.50	$ 1,500.00	$ 6,750.00	-	$ -	$ -	$ -	4.50	0.00%
22	SYMBOLS AND LEGENDS REMOVED	EA	1.00		1.00	$ 500.00	$ 500.00	-	$ -	$ -	$ -	1.00	0.00%
23	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	$ 5,890.00	$ 5,890.00	0.75	$ 4,417.50	$ -	$ 4,417.50	0.25	75.00%
24	HYDRAULIC SEEDING, FERTIZING, AND MULCHING, TYPE 2	AC	3.20		3.20	$ 2,955.00	$ 9,456.00	-	$ -	$ -	$ -	3.20	0.00%
25	SWPPP PREPARATION	LS	1.00		1.00	$ 2,000.00	$ 2,000.00	1.00	$ 2,000.00	$ -	$ 2,000.00	-	100.00%
26	SWPPP MANAGEMENT	LS	1.00		1.00	$ 4,000.00	$ 4,000.00	0.40	$ 1,600.00	$ -	$ 1,600.00	0.60	40.00%
27	FILTER SOCK, 9"	LF	900.00		900.00	$ 3.00	$ 2,700.00	125.00	$ 375.00	$ -	$ 375.00	775.00	13.89%
28	FILTER SOCK, REMOVAL	LF	900.00		900.00	$ 0.50	$ 450.00	-	$ -	$ -	$ -	900.00	0.00%
29	STABILIZED CONSTRUCTION ENTRANCE	SY	250.00		250.00	$ 25.00	$ 6,250.00	-	$ -	$ -	$ -	250.00	0.00%
30	EROSION CONSTROL MULCHING, HYDROMULCHING	AC	3.20		3.20	$ 2,155.00	$ 6,896.00	-	$ -	$ -	$ -	3.20	0.00%
31	MOBILIZATION	LS	1.00		1.00	$35,700.00	$ 35,700.00	1.00	$ 35,700.00	$ -	$ 35,700.00	-	100.00%
32	CONCRETE WASHOUT	LS	1.00		1.00	$ 1,500.00	$ 1,500.00	0.90	$ 1,350.00	$ -	$ 1,350.00	0.10	90.00%
	Change Order Item												
1	Clean Out Castings	EA	2.00		2.00	$ 800.00	$ 1,600.00	2.00	$ 1,600.00	$ -	$ 1,600.00	-	100.00%
2					-		$ -		$ -			-	0.00%
3					-		$ -		$ -			-	0.00%
4					-		$ -		$ -			-	0.00%
5					-		$ -		$ -			-	0.00%
6					-		$ -		$ -			-	0.00%
7					-		$ -		$ -			-	0.00%
8					-		$ -		$ -	#REF!		-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE	$ 454,410.00	$ 354,425.60	78.00%

Date printed: 6/30/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 13, 2023	$ 149,410.82
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **$ 149,410.82**

Record of Change Orders

No.	Date	Amount
1	June 27, 2023	$ 1,600.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **$ 1,600.00**

Please update Payment Application Sheet

Contract Time Remaining

Contract Period:	WORKING DAYS
Original Contract Date:	April 11, 2023
Original Contract Time:	40.00
Added by Change Order:	
Contract Time to Date:	40.00
Time Used to Date:	26.00
Contract Time Remaining:	**14.00**

Date Printed: 6/30/2023

AIA Type Document
Application and Certification for Payment

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

PROJECT: Grimes Public Library
Grimes, IA 50111

APPLICATION NO: 15
PERIOD TO: 5/31/2023

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

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

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Grimes Public Library

CONTRACT DATE: 12/17/2021

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	2,665,000.00
2. Net Change by Change Orders	$	46,828.27
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	2,711,828.27
4. TOTAL COMPLETED AND STORED TO DATE	$	2,341,661.84
5. RETAINAGE:		
a. 5.00 % of Completed Work	$	114,018.00
b. 5.00 % of Stored Material	$	3,065.10
Total retainage (Line 5a + 5b)	$	117,083.10
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	2,224,578.74
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	2,117,050.65
8. CURRENT PAYMENT DUE	$	107,528.09
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	487,249.53

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

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

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

By: _____ Date: 6.23.23

NOTARIAL SEAL IOWA
LANEY COENEN
Commission Number 816717
My Commission Expires
April 30, 20____

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

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED . . . . . $ _____

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

ARCHITECT:
By: _____ Date: _____

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

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

PROJECT: Grimes Public Library
Grimes, IA 50111

APPLICATION NO: 15
PERIOD TO: 5/31/2023

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

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

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Grimes Public Library

CONTRACT DATE: 12/17/2021

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
General Conditions									
1	General Conditions	178,363.00	146,374.00	7,270.00	0.00	153,644.00	86.14	24,719.00	7,682.20
2	Surveying	10,500.00	10,500.00	0.00	0.00	10,500.00	100.00	0.00	525.00
3	Bond	20,525.12	20,525.12	0.00	0.00	20,525.12	100.00	0.00	1,026.26
4	Overhead and Fee	85,000.00	69,760.00	3,460.00	0.00	73,220.00	86.14	11,780.00	3,661.00
5	Project Preconstruction	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00	0.00	2,000.00
6	Mobilization	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00	0.00	3,000.00
7	Temp Labor	28,000.00	14,000.00	2,800.00	0.00	16,800.00	60.00	11,200.00	840.00
8	Temp Material	12,150.00	6,075.00	6,075.00	0.00	12,150.00	100.00	0.00	607.50
9	Post Construction Cleaning	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00
	General Conditions Total	435,538.12	367,234.12	19,605.00	0.00	386,839.12	88.82	48,699.00	19,341.96
Concrete									
033000.1	Mobilization	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00	0.00	1,750.00
033000.2	M-Foundations	118,198.50	118,198.50	0.00	0.00	118,198.50	100.00	0.00	5,909.93
033000.3	L-Foundations	197,301.50	197,301.50	0.00	0.00	197,301.50	100.00	0.00	9,865.08
033000.4	M-SOG	36,810.77	36,810.77	0.00	0.00	36,810.77	100.00	0.00	1,840.54
033000.5	L-SOG	60,453.05	60,453.05	0.00	0.00	60,453.05	100.00	0.00	3,022.65
033000.6	M-SOD	11,935.22	11,935.22	0.00	0.00	11,935.22	100.00	0.00	596.76
033000.7	L-SOD	36,060.96	36,060.96	0.00	0.00	36,060.96	100.00	0.00	1,803.05
033000.8	L-Backfill Footings and Foundations	13,250.00	13,250.00	0.00	0.00	13,250.00	100.00	0.00	662.50
033000.9	M/L-Concrete Sealer	466.50	0.00	0.00	0.00	0.00	0.00	466.50	0.00

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

PROJECT: Grimes Public Library
Grimes, IA 50111

APPLICATION NO: 15
PERIOD TO: 5/31/2023

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

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

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Grimes Public Library

CONTRACT DATE: 12/17/2021

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
	Concrete Total	509,476.50	509,010.00	0.00	0.00	509,010.00	99.91	466.50	25,450.51
Structural Steel									
055000.1	L-Mobilization	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00	0.00	125.00
051223.1	L-Freight-Steel Supplier	7,250.00	6,850.00	0.00	0.00	6,850.00	94.48	400.00	342.50
051223.2	L-Draft-Steel Supplier	25,925.00	25,925.00	0.00	0.00	25,925.00	100.00	0.00	1,296.25
051223.3	M-Structural Steel	403,660.00	403,660.00	0.00	0.00	403,660.00	100.00	0.00	20,183.00
052100.1	M-Steel Joists/Deck	347,000.00	347,000.00	0.00	0.00	347,000.00	100.00	0.00	17,350.00
055000.2	M-Metal Fabrications	148,950.00	135,705.00	0.00	0.00	135,705.00	91.11	13,245.00	6,785.25
055000.3	L-Steel Erection	279,124.00	265,167.80	0.00	0.00	265,167.80	95.00	13,956.20	13,258.39
055000.4	M/L-Grout Columns	1,400.00	1,400.00	0.00	0.00	1,400.00	100.00	0.00	70.00
	Structural Steel Total	1,215,809.00	1,188,207.80	0.00	0.00	1,188,207.80	97.73	27,601.20	59,410.39
Wood and Plastics									
061000.1	M-Rough Carpentry	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00	0.00	450.00
061000.2	L-Rough Carpentry	16,166.00	11,316.20	4,526.48	0.00	15,842.68	98.00	323.32	792.13
064100.1	M-Architectural Wood Casework	54,988.78	2,749.44	24,744.95	0.00	27,494.39	50.00	27,494.39	1,374.72
064100.2	L-Mobilization Carpentry Sub	6,480.00	648.00	1,296.00	0.00	1,944.00	30.00	4,536.00	97.20
064100.3	L-Finish Carpentry	37,600.00	5,000.00	6,280.00	0.00	11,280.00	30.00	26,320.00	564.00
	Wood and Plastics Total	124,234.78	28,713.64	36,847.43	0.00	65,561.07	52.77	58,673.71	3,278.05
Thermal and Moisture									
071400.1	M/L-Fluid Applied Waterproofing @ Elevator Pit	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00	0.00	75.00
078400.1	M/L-Firestopping	680.00	0.00	0.00	0.00	0.00	0.00	680.00	0.00

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

PROJECT: Grimes Public Library
Grimes, IA 50111

APPLICATION NO: 15
PERIOD TO: 5/31/2023

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

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

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Grimes Public Library

CONTRACT DATE: 12/17/2021

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
079200.1	M-Joint Sealants	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
079200.2	L-Joint Sealants	3,500.00	0.00	0.00	0.00	0.00	0.00	3,500.00	0.00
	Thermal and Moisture Total	7,180.00	1,500.00	0.00	0.00	1,500.00	20.89	5,680.00	75.00
Openings									
081113.1	M-Hollow Metal Doors and Frames	24,420.00	0.00	0.00	24,420.00	24,420.00	100.00	0.00	1,221.00
081416.1	M-Flush Wood Doors	16,402.00	0.00	0.00	0.00	0.00	0.00	16,402.00	0.00
083300.1	M-Side Coiling Security Grilles	35,500.00	0.00	35,500.00	0.00	35,500.00	100.00	0.00	1,775.00
083300.2	L-Side Coiling Security Grilles	84,200.00	12,000.00	50,000.00	0.00	62,000.00	73.63	22,200.00	3,100.00
087100.1	M-Door Hardware	40,205.00	0.00	0.00	34,097.00	34,097.00	84.81	6,108.00	1,704.85
087100.2	M-Knox Box	675.00	0.00	0.00	0.00	0.00	0.00	675.00	0.00
087100.3	M/L-Book Drop	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
	Openings Total	202,902.00	12,000.00	85,500.00	58,517.00	156,017.00	76.89	46,885.00	7,800.85
Specialties									
101100.1	M-Visual Display Specialties	1,316.00	0.00	0.00	0.00	0.00	0.00	1,316.00	0.00
101400.1	M-Signage	9,670.00	0.00	0.00	0.00	0.00	0.00	9,670.00	0.00
101400.2	L-Signage	3,650.00	0.00	0.00	0.00	0.00	0.00	3,650.00	0.00
102113.1	M-Plastic Toilet Compartments	2,872.00	0.00	0.00	0.00	0.00	0.00	2,872.00	0.00
102239.1	M-Folding Panel Partitions	47,900.00	0.00	0.00	0.00	0.00	0.00	47,900.00	0.00
102240.1	L-Folding Panel Partitions	4,000.00	500.00	0.00	0.00	500.00	12.50	3,500.00	25.00
102600.1	M-Wall & Door Protection	2,311.00	0.00	0.00	0.00	0.00	0.00	2,311.00	0.00
102800.1	M-Toilet, Bath & Laundry Accessories	19,103.00	0.00	0.00	0.00	0.00	0.00	19,103.00	0.00

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

PROJECT: Grimes Public Library
Grimes, IA 50111

APPLICATION NO: 15
PERIOD TO: 5/31/2023

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

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

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Grimes Public Library

CONTRACT DATE: 12/17/2021

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
104400.1	M-Fire Protection Specialties	1,050.00	0.00	0.00	0.00	0.00	0.00	1,050.00	0.00
	Specialties Total	91,872.00	500.00	0.00	0.00	500.00	0.54	91,372.00	25.00
Equipment									
116813.1	M-Playground Equipment	2,785.00	0.00	0.00	2,785.00	2,785.00	100.00	0.00	139.25
116813.2	L-Playground Equipment Install	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00	0.00
	Equipment Total	6,785.00	0.00	0.00	2,785.00	2,785.00	41.05	4,000.00	139.25
Furnishings									
122400.1	M-Window Shades	4,855.00	0.00	0.00	0.00	0.00	0.00	4,855.00	0.00
122400.2	L-Window Shades	1,533.00	0.00	0.00	0.00	0.00	0.00	1,533.00	0.00
123600.1	M/L-Stone Countertops	50,481.00	2,524.05	0.00	0.00	2,524.05	5.00	47,956.95	126.20
	Furnishings Total	56,869.00	2,524.05	0.00	0.00	2,524.05	4.44	54,344.95	126.20
Exterior Improvements									
321816.13	M-Playground Protection Surfacing Materials and Freight	6,356.00	0.00	0.00	0.00	0.00	0.00	6,356.00	0.00
321816.13.	L-Playground Protection Surfacing	7,977.60	0.00	0.00	0.00	0.00	0.00	7,977.60	0.00
	Exterior Improvements Total	14,333.60	0.00	0.00	0.00	0.00	0.00	14,333.60	0.00
Change Orders									
CO 1	ASI 1	6,582.77	6,582.77	0.00	0.00	6,582.77	100.00	0.00	329.14
CO 2	Alternates 4 & 6	40,245.50	15,400.00	6,735.03	0.00	22,135.03	55.00	18,110.47	1,106.75
	REPORT TOTALS	$2,711,828.27	$2,131,672.38	$148,687.46	$61,302.00	$2,341,661.84	86.35	$370,166.43	$117,083.10

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:	City of Grimes 101 NE Harvey Street Grimes, IA 50111	**PROJECT:**	City of Grimes Library 200 NE BeaverBrooke BLVD Grimes, IA 50111	**APPLICATION NO:** 11 **PERIOD TO:** 6/06/2023 **CONTRACT DATE:** **PROJECT NOS:**	**DISTRIBUTION TO:** OWNER ☐ CONST. MANAGER ☐ ARCHITECT ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR:	AMC Mechanical Inc. 107 Vermeer Road Pella, IA 50219	**VIA CONSTRUCTION MANAGER:** **VIA ARCHITECT:**			

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	**ORIGINAL CONTRACT SUM**		$ 1,021,690.00
2.	**NET CHANGES IN THE WORK**		$ 6,186.65
3.	**CONTRACT SUM TO DATE** (LINE 1+/-2)		$ 1,027,876.65
4.	**TOTAL COMPLETED & STORED TO DATE** (Column G on Continuation Sheet)		$ 956,242.55
5.	**RETAINAGE**		
	a. 5 % of Completed Work	$ 45,823.99	
	b. 5 % of Stored Material	$ 1,988.15	
	Total Retainage		$ 47,812.14
6.	**TOTAL EARNED LESS RETAINAGE**		$ 908,430.41
7.	**LESS PREVIOUS CERTIFICATES FOR PAYMENT**		824,867.37
8.	**CURRENT PAYMENT DUE**		$ 83,563.04
9.	**BALANCE TO FINISH, PLUS RETAINAGE**	$ 119,446.24	

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 4,285.00	$ 0.00
Total approved this month, including Construction Change Directives	$ 1,901.65	$ 0.00
TOTALS	$ 6,186.65	$ 0.00
NET CHANGES IN THE WORK	$ 6,186.65	

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

CONTRACTOR:
By: _____ Date: 6-15-23
State of:
County of:
Subscribed and sworn to before me this day of

NOTARIAL SEAL IOWA
REBECCA LYNN WAY
Commission Number 848822
My Commission Expires
June 15, 2026

Notary Public: Rebecca Way
My Commission expires:

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED $83,563.04
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONSTRUCTION MANAGER:
By: _____ Date: _____

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

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

CONTINUATION SHEET

Application Number: 11
Application Date: 6/6/2023
Period To: 6/30/2023
Architect's Project No:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
Project Items									
01	Bond	12,700.00	12,700.00	0.00	0.00	12,700.00	100	0.00	635.00
02	Mobilization/Supervision/Management	76,100.00	57,075.00	7,610.00	0.00	64,685.00	85	11,415.00	3,234.25
03	HVAC Shop Drawings	10,250.00	10,045.00	0.00	0.00	10,045.00	98	205.00	502.25
		99,050.00	**79,820.00**	**7,610.00**	**0.00**	**87,430.00**	**88**	**11,620.00**	**4,371.50**
Plumbing & Piping Labor									
04	Underground Plumbing Labor	34,200.00	34,200.00	0.00	0.00	34,200.00	100	0.00	1,710.00
05	Above Ground Plumbing Labor	103,380.00	87,873.00	10,338.00	0.00	98,211.00	95	5,169.00	4,910.55
06	VRV Piping Labor	53,373.00	42,698.40	8,005.95	0.00	50,704.35	95	2,668.65	2,535.22
07	AG Condensate Labor	12,120.00	4,242.00	7,272.00	0.00	11,514.00	95	606.00	575.70
08	Plumbing Fixtures Labor	5,545.00	0.00	0.00	0.00	0.00	0	5,545.00	0.00
		208,618.00	**169,013.40**	**25,615.95**	**0.00**	**194,629.35**	**93**	**13,988.65**	**9,731.47**
Plumbing Materials & Equipment									
09	Underground Plumbing Materials/EquipRental	33,273.00	33,273.00	0.00	0.00	33,273.00	100	0.00	1,663.65
10	Above Ground Plumbing Materials	79,867.00	79,867.00	0.00	0.00	79,867.00	100	0.00	3,993.35
11	VRV Piping Materials	21,890.00	21,890.00	0.00	0.00	21,890.00	100	0.00	1,094.50
12	Plumbing Fixture and Equipment	39,763.00	0.00	0.00	39,763.00	39,763.00	0	0.00	1,988.15
		174,793.00	**135,030.00**	**0.00**	**39,763.00**	**174,793.00**	**77**	**0.00**	**8,739.65**

CONTINUATION SHEET

Application Number: 11
Application Date: 6/6/2023
Period To: 6/30/2023
Architect's Project No:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
HVAC Labor									
13	HVAC Shop Fabrication Labor	31,900.00	30,305.00	0.00	0.00	30,305.00	95	1,595.00	1,515.25
14	HVAC Equipment Install Labor	16,764.00	15,925.80	0.00	0.00	15,925.80	95	838.20	796.29
15	HVAC Duct Install	88,260.00	70,600.00	13,247.00	0.00	83,847.00	95	4,413.00	4,192.35
16	HVAC GRD Trim Labor	6,050.00	0.00	0.00	0.00	0.00	0	6,050.00	0.00
		142,974.00	**116,830.80**	**13,247.00**	**0.00**	**130,077.80**	**91**	**12,896.20**	**6,503.89**
HVAC Materials & Equipment									
17	HVAC Equipment	246,635.00	246,635.00	0.00	0.00	246,635.00	100	0.00	12,331.75
18	HVAC Duct Accessories	10,730.00	10,730.00	0.00	0.00	10,730.00	100	0.00	536.50
19	HVAC GRD Trim Equipment	10,180.00	10,180.00	0.00	0.00	10,180.00	100	0.00	509.00
20	HVAC Shop Fabrication Materials	44,770.00	42,531.50	2,238.50	0.00	44,770.00	100	0.00	2,238.50
		312,315.00	**310,076.50**	**2,238.50**	**0.00**	**312,315.00**	**100**	**0.00**	**15,615.75**
Subcontractors									
21	Controls Sub Contractor	27,950.00	14,534.00	5,031.00	0.00	19,565.00	70	8,385.00	978.25
22	Insulation Sub Contractor	48,400.00	0.00	31,460.00	0.00	31,460.00	65	16,940.00	1,573.00
23	Test and Balance Subcontractor	7,590.00	0.00	0.00	0.00	0.00	0	7,590.00	0.00
		83,940.00	**14,534.00**	**36,491.00**	**0.00**	**51,025.00**	**61**	**32,915.00**	**2,551.25**
24	CO-1 Approving Alternates 4&6	4,285.00	3,213.75	857.00	0.00	4,070.75	95	214.25	203.54
25	CO-2 AirCoils and Pipes	1,853.13	0.00	1,853.13	0.00	1,853.13	100	0.00	92.66
26	CO-3 Roof Drain and Damaged	48.52	0.00	48.52	0.00	48.52	100	0.00	2.43

CONTINUATION SHEET

Application Number: 11
Application Date: 6/6/2023
Period To: 6/30/2023
Architect's Project No:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
	Door Frame								
		1,027,876.65	**828,518.45**	**87,961.10**	**39,763.00**	**956,242.55**	**89**	**71,634.10**	**47,812.14**

APPLICATION AND CERTIFICATION FOR PAYMENT

CONSTRUCTION MANAGER-ADVISER EDITION

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

PROJECT: Grimes Public Library
200 NE Beaver Brooke Blvd.
Grimes, Iowa

APPLICATION NO: 2

PERIOD TO: 06/30/23

PROJECT NO:

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

FROM CONTRACTOR:
Midwest Auto Fire Sprinker
2001 DeWolf Street
Des Moines, Iowa 50316

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 86,660.00
2. NET CHANGES by Change Orders (see box below)		$ 840.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 87,500.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 52,800.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 2,640.00	
b. 0 % of Stored Material (Column F on G703)		
TOTAL Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 2,640.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 50,160.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 24,700.00
8. CURRENT PAYMENT DUE (Line 6 Less Line 7)		$ 25,460.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6 = Totals in Columns H + I of G703))		$ 37,340.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$840.00	$0.00
Total approved this Month		
TOTALS		$0.00

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

CONTRACTOR: Midwest Automatic Fire Sprinkler Company

By: _____ Date: June 21, 2023

Jerry L. Bernholtz, President

State of:
County Of:
Subscribed and sworn to before me this 21 day of June, 2023

SARAH BETH PHILLIPS
Commission Number 167802
My Commission Expires
12/24/2025

NotaryPublic: Sarah Beth Phillips

My Commision Expires: December 24, 2025

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.....$_____

(Attached explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the continuation sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By:_____ Date:_____

ARCITECT:

By:_____ BY:

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

CONTINUATION SHEET AIA DOCUMENT G703

CONTINUATION SHEET OF APPLICATION AND CERTIFICATE FOR PAYMENT

APPLICATION NO: 626302
APPLICATION DATE: 06/21/23
PERIOD FROM: 06/01/23
PERIOD TO: 06/30/23
PROJECT NO:

In tabulations below, amounts are stated to the nearest dollar.
Use Column 1 on Contracts where variable retainage for line items may apply.

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK (List out labor, materials and services)	SCHEDULED VALUE (from contracts & change orders)	WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E from last Continuation sheet)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% COMPLETE (G ÷ C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	Automatic Fire Sprinkler System	$ 86,660.00	$ 26,000.00	$ 25,960.00	$ -	$ 51,960.00	60%	$ 34,700.00	$ 2,598.00
2	Change Order #1	$ 840.00	$ -	$ 840.00	$ -	$ 840.00	100%	$ -	$ 42.00
	GRAND TOTALS	$87,500.00	$26,000.00	$26,800.00	$0.00	$52,800.00	60%	$34,700.00	$2,640.00

APPLICATION AND CERTIFICATE FOR PAYMENT

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

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

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

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

Application No: ~~13~~ 9
Invoice No: T1200-12
Period To: 6/30/2023

Architect's
Project No:

Contract Date: 1/3/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM	$	844,487.00
2. Net change by Change Orders	$	3,575.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2)	$	848,062.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	594,591.20
5. RETAINAGE(Column I on G703)	$	29,729.57
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	$	564,861.63
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	489,653.70
8. SALES TAX	$	0.00
9. CURRENT PAYMENT DUE	$	75,207.93
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$	283,200.37

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

CONTRACTOR: Forman Ford

By: _____ Date: 6.19.23

State of: Iowa County of: Polk

Subscribed and sworn to before me this 19th day of June 2023

Notary Public:
My Commission expires:

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

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

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

ARCHITECT:

By_____ Date_____

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

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application Number: 13
Application Date: 6/16/2023
Period To: 6/30/2023
Architect's Project No:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
1	Metal Wall Panels Material	242,268.75	242,268.75	0.00	0.00	242,268.75	100	0.00	12,113.44
2	Aluminum Frames Storefront Material	19,442.00	19,442.00	0.00	0.00	19,442.00	100	0.00	972.10
3	Glazed Curtain Wall Material	117,302.00	117,302.00	0.00	0.00	117,302.00	100	0.00	5,865.10
4	Service/Teller Window Units Material	9,063.75	0.00	9,063.75	0.00	9,063.75	100	0.00	453.19
5	Glazing Material	50,427.50	30,000.00	20,427.50	0.00	50,427.50	100	0.00	2,521.38
6	Sliding Walls Material	26,568.25	26,568.25	0.00	0.00	26,568.25	100	0.00	1,328.41
7	Fabrication	25,950.00	15,950.00	7,500.00	0.00	23,450.00	90	2,500.00	1,172.50
8	Metal Wall Panels Labor	117,300.00	5,000.00	0.00	0.00	5,000.00	4	112,300.00	250.00
9	Aluminum Frames Storefront Labor	13,200.00	3,200.00	4,000.00	0.00	7,200.00	55	6,000.00	360.00
10	Glazed Curtain Wall Labor	119,650.00	15,000.00	35,000.00	0.00	50,000.00	42	69,650.00	2,500.00
11	Service/Teller Window Units Labor	2,100.00	0.00	0.00	0.00	0.00	0	2,100.00	0.00
12	Glazing Labor	8,175.00	0.00	3,175.00	0.00	3,175.00	39	5,000.00	158.75

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application Number: 13
Application Date: 6/16/2023
Period To: 6/30/2023
Architect's Project No:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
13	Sliding Walls Labor	6,000.00	0.00	0.00	0.00	0.00	0	6,000.00	0.00
14	General Conditions/Equipment	57,962.50	11,616.70	0.00	0.00	11,616.70	20	46,345.80	580.84
15	Submittals	3,500.00	3,500.00	0.00	0.00	3,500.00	100	0.00	175.00
16	Engineering	10,281.25	10,281.25	0.00	0.00	10,281.25	100	0.00	514.06
17	Bond	15,296.00	15,296.00	0.00	0.00	15,296.00	100	0.00	764.80
18	CO#1 Alternates 4 & 6	3,575.00	0.00	0.00	0.00	0.00	0	3,575.00	0.00
	Totals	848,052.00	515,424.95	79,166.25	0.00	594,591.20	70	253,470.80	29,729.57

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

Phone:515-986-3677 Fax:

Progress Billing

Invoice Number: 01IN-0479837

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

Invoice Date	Terms
June 14,2023	Net 30 (AR)
PCI Branch	**PCI Project Number**
587	22-02722
PCI Customer No	**Customer Contract No.**
01-102465	

Project name	Draw Number	Period	Customers Project No.	Retention 0.00%
GRIMES LIBRARY	8	06/01/23 - 06/30/23	Purchase Order No.	

Original Contract Amount			1,480,220.00
Change orders 0 thru 0			0.00
Revised Contract Amount			1,480,220.00
Previously Billed			881,872.00
This Period			206,060.00
Total To-Date	73.498%		1,087,932.00
Less Retention	5%	(	54,396.60)
Sub-Total			**1,033,535.40**
Less Previous Invoices		(	837,778.40)
TOTAL AMOUNT DUE THIS INVOICE:			**195,757.00**

Remit to: Performance Contracting Group, Inc.

BOX 872346
Kansas City, MO 64187

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

APPLICATION FOR PAYMENT

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

PROJECT: GRIMES LIBRARY
SCOPE:

DRAW NUMBER:	**8**
PERIOD TO:	**06/30/23**
CUSTOMERS PROJECT NO:	
PO NO:	
INVOICE NUMBER:	01IN-0479837
INVOICE DATE:	06/14/23

Application is made for payment, as shown below

1. ORIGINAL CONTRACT SUM		**1,480,220.00**
2. Net Change By Change Orders		**0.00**
3. CONTRACT SUM TO DATE (Line 1 +/- 2)		**1,480,220.00**
4. TOTAL COMPLETED & STORED TO DATE (Column C7 on SOV)		**1,087,932.00**
5. RETAINAGE		
a. 0.00 % of Completed Work (Columns C4+C5 on SOV)	**54,396.60**	
b. 0.00 % of Stored Material (Column C6 on SOV)	**0.00**	
Total Retainage(Line 5a + 5b or Total in Column C10 of SOV)		**54,396.60**
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		**1,033,535.40**
7. LESS PREVIOUS CERTFIFCATES FOR PAYMENT (Line 6 from prior Certificate)		**837,778.40**
8. SALES TAX		**0.00**
9. CURRENT PAYMENT DUE		**195,757.00**
10. BALANCE TO FINISH, INCLUDING RETAINAGE		**446,684.60**

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

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

By: Wally Leos Date : 6/23/2023

State of: MO

County of: Jackson

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

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

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

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.....$ _____

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

ARCHITECT:

By:_____Date: _____

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

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

Progress Invoice

Project: GRIMES LIBRARY
Customer: THE WEITZ COMPANY

Invoice Number: 01IN-0479837
Draw Number: 8
Billing Period: 06/01/23 thru 06/30/23

Invoice Date: 06/14/23
PCI Project Number: 22-02722
Customer Project/PO:

C1	C2	C3	C4	C5		C6	C7	C8	C9	C10	C11	C12
Activity ID	DESCRIPTION OF WORK	**SCHEDULED VALUE**	WORK COMPLETED			MATERIALS STORED ON SITE (NOT IN C4 OR C5)	TOTAL COMPLETED & STORED ON SITE TO DATE (C4+C5+C6)	% (C7/C3)	BALANCE TO FINISH (C3-C7)	RETAINAGE	SALES TAX	NET BILLINGS
			From previous application	This period								
				Billed	%							
	Mobilization	**9,800.00**	9,800.00	0.00	0.00%	0.00	**9,800.00**	100.00%	0.00	490.00	0.00	0.00
	Submittals	**26,500.00**	25,175.00	1,325.00	5.00%	0.00	**26,500.00**	100.00%	0.00	1,325.00	0.00	1,258.75
	P&P Bond	**14,665.00**	14,665.00	0.00	0.00%	0.00	**14,665.00**	100.00%	0.00	733.25	0.00	0.00
	Patching/Touchup	**10,000.00**	0.00	0.00	0.00%	0.00	**0.00**	0.00%	10,000.00	0.00	0.00	0.00
	Ext Framing	**537,977.00**	526,250.00	0.00	0.00%	0.00	**526,250.00**	97.82%	11,727.00	26,312.50	0.00	0.00
	Interior Framing	**154,420.00**	123,739.00	22,960.00	14.87%	0.00	**146,699.00**	95.00%	7,721.00	7,334.95	0.00	21,812.00
	Drywall/Insulation	**231,378.00**	43,300.00	176,500.00	76.28%	0.00	**219,800.00**	95.00%	11,578.00	10,990.00	0.00	167,675.00
	Taping	**69,792.00**	7,450.00	1,500.00	2.15%	0.00	**8,950.00**	12.82%	60,842.00	447.50	0.00	1,425.00
	Acoustical/Spec Ceil	**130,430.00**	0.00	0.00	0.00%	0.00	**0.00**	0.00%	130,430.00	0.00	0.00	0.00
	Wall Coverings/Paint	**281,558.00**	124,993.00	0.00	0.00%	0.00	**124,993.00**	44.39%	156,565.00	6,249.65	0.00	0.00
	CO#1 Bid Alts 4&6	**13,700.00**	6,500.00	3,775.00	27.55%	0.00	**10,275.00**	75.00%	3,425.00	513.75	0.00	3,586.25
	Project Total	**1,480,220.00**	**881,872.00**	**206,060.00**	**13.92%**	**0.00**	**1,087,932.00**	**73.50%**	**392,288.00**	**54,396.60**	**0.00**	**195,757.00**

CONTRACTOR'S APPLICATION AND CERTIFICATION FOR PAYMENT -- Const Manager-Adviser

TO OWNER:
W003 The Weitz Company
5901 Thornton Ave
Des Moines, IA 50321
kara.devenney@weitz.com

Project : Grimes Public Library
F&A Job # 221005

VIA ARCHITECT:

APPLICATION NO: 7
PERIOD TO: 06/30/23
APPLICATION DATE: 06/25/23

FROM CONTRACTOR: FORREST & ASSOCIATE INC
817 SW 9th Street
Des Moines, IA 50309

Contract Date: 12/21/2021

PROJECT NO.: 221005
ORDER #

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1	ORIGINAL CONTRACT SUM	$	317,587.00
2	Net change by Change Orders	$	30,314.78
3	CONTRACT SUM TO DATE (LINE 1+2)	$	347,901.78
4	TOTAL COMPLETED & STORED TO DATE: (Column G on pg 2)	$	336,048.53
5	RETAINAGE: (Cear field J20 for retainer invoice) 5% %of Progress Payment	$	16,802.43 X
6	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	$	319,246.10
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	181,502.99
8	CURRENT PAYMENT DUE	$	137,743.11
9	BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	28,655.68

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 28,441.65	$ -
Total approved this Month	$ 1,873.13	$ -
TOTALS	$ 30,314.78	$ -
NET CHANGES by Change/Field Order	$ 30,314.78	

Approved By Owner: _____

Date: _____

F&A FM130104

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

CONTRACTOR: FORREST & ASSOCIATE INC

By: _____ Date: 06/25/23

State of: Iowa
County of: Polk
Subscribed and sworn to before me this 25 day of June 2023

RUTH E BEYER
Commission Number 819528
My Commission Expires
August 15, 2025

Notary Public: Ruth Beyer
My Commission Expires: 15-Aug-22

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED . . . . . _____

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

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

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

SCHEDULE OF VALUES - ITEMIZATION SHEET | Due Date: 07/25/23 | PAGE ___ OF ___ PAGES

The Contractor's APPLICATION FOR AND CERTIFICATION OF PAYMENT (DMPSFM-500), containing Contractor's signed Certificate is attached. In calculations below, amounts are stated to the nearest dollar.

Application No. 7
Application Date: 6/25/23
Period To: 6/30/23

Job: Grimes Public Library | **F&A Job #** 221005 | $ 317,587.00 | Project No: 221005

A	B	C	D	E	F	G		H	I
ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: Previous Applications	WORK COMPLETED: Work in Place	Stored Materials (not in D or E)	TOTAL COMPLETED & STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 5%
	CONTRACT								$ -
	Materials		$ -			$ -		$ -	$ -
	CMU	$ 7,500.00	$ 7,500.00			$ 7,500.00		$ -	$ 375.00
	Brick/Limestone Veneer	$ 125,000.00	$ 105,000.00	$ 20,000.00		$ 125,000.00		$ -	$ 6,250.00
			$ -			$ -		$ -	$ -
	Labor		$ -			$ -		$ -	$ -
	CMU	$ 8,000.00	$ 8,000.00			$ 8,000.00		$ -	$ 400.00
	Brick/Limestone Veneer	$ 167,000.00	$ 33,500.00	$ 123,500.00		$ 157,000.00		$ 10,000.00	$ 7,850.00
			$ -			$ -		$ -	$ -
	Masonry Caulking	$ 3,313.00	$ -			$ -		$ 3,313.00	$ -
			$ -			$ -		$ -	$ -
	Bid Bond	$ 2,858.00	$ 2,825.00	$ 33.00		$ 2,858.00		$ -	$ 142.90
			$ -			$ -		$ -	$ -
	Set-up	$ 1,500.00	$ 1,500.00			$ 1,500.00		$ -	$ 75.00
	Mock-up	$ 2,416.00	$ 2,416.00			$ 2,416.00		$ -	$ 120.80
			$ -			$ -		$ -	$ -
			$ -			$ -		$ -	$ -
	Stone - Additional		$ -			$ -		$ -	$ -
	(Vetter)		$ -			$ -		$ -	$ -
CO 1	Vetter Stone	$ 14,838.65	$ 14,838.65			$ 14,838.65		$ -	$ 741.93
	Materials Deposit	$ 13,603.00	$ 13,603.00			$ 13,603.00		$ -	$ 680.15
			$ -			$ -		$ -	$ -
CO 2	Foundation Block Repair	$ 1,873.13	$ 1,873.13			$ 1,873.13		$ -	$ 93.66
			$ -			$ -		$ -	$ -
	WO 7123	$ 691.74	$ -	$ 691.74		$ 691.74		$ -	$ 34.59
	WO 3028	$ 768.01	$ -	$ 768.01		$ 768.01		$ -	$ 38.40
			$ -			$ -		$ -	$ -
			$ -			$ -		$ -	$ -
> > >	Retainer Requested		$ -			$ -		$ -	$ -
	TOTALS * * * * *	**$ 347,901.78**	**$ 191,055.78**	**$ 144,992.75**	**$ -**	**$ 336,048.53**	**97%**	**$ 11,853.25**	**$ 16,802.43**

G702/ CMA APPLICATION AND CERTIFICATION For Payment

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

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

PROJECT: Grimes Public Library Complex Phase 2

VIA Achitect: Invision

Application No: 15
Application Date: 6/16/2023
Period From: 6/1/2023
Period To: 6/30/2023
Contract Date:

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

2075

APPLICATION FOR PAYMENT

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

Continuation Sheet, AIA Document G703, is attached.

1 ORIGINAL CONTRACT SUM		$ 977,086.00
2 Net Change by Change Orders		$ -
3 CONTRACT SUM TO DATE		$ 977,086.00
4 TOTAL COMPLETED AND STORED TO DATE		$ 665,928.08
5 RETAINAGE:		
a. 5% of Completed work	$ 33,296.40	
b. 5% of Stored Material	$ -	
TOTAL RETAINAGE		$ 33,296.40
6 TOTAL EARNED LESS RETAINAGE		$ 632,631.68
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT		$ 556,743.02
8 CURRENT PAYMENT DUE		$ 75,888.66
9 BALANCE TO FINISH, INCLUDING RETAINAGE		$ 311,157.92

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

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

CONTRACTOR: Van Maanen Electric, Inc

By: _____ Date: 6/16/23

Nathan Van Maanen, President

State of: Iowa County of: Jasper

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

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

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

CERTIFICATION FOR PAYMENT

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

AMOUNT CERTIFIED

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

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

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

NOTARIAL SEAL IOWA
TRACY EVANS
Commission Number 760650
My Commission Expires

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NUMBER: 15
APPLICATION DATE: 16-Jun-23
PERIOD FROM: 1-Jun-23
TO: 30-Jun-23
ARCHITECT'S PROJECT NO:

A	B		C	D	E	F	G		H	I
ITEM No.	DESCRIPTION OF WORK		SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% G / C	BALANCE TO FINISH C - G	RETAINAGE
				Previous Applications	This Application: Work in Place	This Application: Stored Materials (not in D or E)				
	Bond		9,770.00	9,770.00			9,770.00	100%	-	488.50
	Basic Electrical Requirements	M	11,976.86	8,384.28	598.84		8,983.12	75%	2,993.74	449.16
	Basic Electrical Requirements	L	11,412.00	7,987.40	570.60		8,558.00	75%	2,854.00	427.90
	Through Penetration Firestopping	M	852.00	-	85.20		85.20	10%	766.80	4.26
	Through Penetration Firestopping	L	2,165.00	-	216.50		216.50	10%	1,948.50	10.83
	Wire and Cable	M	59,358.60	53,720.29			53,720.29	91%	5,638.31	2,686.01
	Wire and Cable	L	31,200.00	3,120.00	6,240.00		9,360.00	30%	21,840.00	468.00
	Grounding and Bonding	M	1,351.00	405.30	135.10		540.40	40%	810.60	27.02
	Grounding and Bonding	L	2,410.00	723.00	241.00		964.00	40%	1,446.00	48.20
	Conduit and Boxes	M	56,112.54	47,464.41			47,464.41	85%	8,648.13	2,373.22
	Conduit and Boxes	L	91,400.00	59,410.00	18,280.00		77,690.00	85%	13,710.00	3,884.50
	Electrical Identifiction	M	560.00	196.00	28.00		224.00	40%	336.00	11.20
	Electrical Identifiction	L	1,250.00	437.50	62.50		500.00	40%	750.00	25.00
	Power Systems Study	M	2,140.00	-	535.00		535.00	25%	1,605.00	26.75
	Power Systems Study	L	1,360.00	-	340.00		340.00	25%	1,020.00	17.00
	Power Monitoring and Control Systems	M	3,140.00	314.00	314.00		628.00	20%	2,512.00	31.40
	Power Monitoring and Control Systems	L	3,150.00	315.00	315.00		630.00	20%	2,520.00	31.50
	Lighting Control Systems	M	21,400.00	21,400.00			21,400.00	100%	-	1,070.00
	Lighting Control Systems	L	12,540.00	5,019.00	250.95		5,269.95	42%	7,270.05	263.50
	Service Entrance	M	18,741.00	12,181.65	5,622.30		17,803.95	95%	937.05	890.20
	Service Entrance	L	12,540.00	8,151.00	3,762.00		11,913.00	95%	627.00	595.65
	Dry Type Transformers	M	9,140.00	-	4,570.00		4,570.00	50%	4,570.00	228.50
	Dry Type Transformers	L	9,452.00	-	4,726.00		4,726.00	50%	4,726.00	236.30
	Panelboards	M	21,540.00	21,540.00			21,540.00	100%	-	1,077.00
	Panelboards	L	14,652.00	5,860.80	3,663.00		9,523.80	65%	5,128.20	476.19
	Wiring Devices	M	16,851.00	15,293.53			15,293.53	91%	1,557.47	764.68
	Wiring Devices	L	9,140.00	-			-	0%	9,140.00	-
	Fuses	M	1,250.00	-	250.00		250.00	20%	1,000.00	12.50
	Fuses	L	2,150.00	-	430.00		430.00	20%	1,720.00	21.50
	Disconnect Switches	M	5,140.00	4,472.77			4,472.77	87%	667.23	223.64
	Disconnect Switches	L	3,150.00	315.00	945.00		1,260.00	40%	1,890.00	63.00
	Contactors	M	3,120.00	3,120.00			3,120.00	100%	-	156.00
	Contactors	L	2,890.00	289.00	578.00		867.00	30%	2,023.00	43.35
	Surge Protection Sevices	M	3,412.00	3,412.00			3,412.00	100%	-	170.60
	Surge Protection Sevices	L	950.00	95.00	142.50		237.50	25%	712.50	11.88
	LED Lighting	M	137,400.00	137,400.00			137,400.00	100%	-	6,870.00
	LED Lighting	L	42,100.00	4,210.00	2,105.00		6,315.00	15%	35,785.00	315.75
	Basic Communications Systems Requirements	M	3,140.00	471.00	157.00		628.00	20%	2,512.00	31.40
	Basic Communications Systems Requirements	L	2,140.00	321.00	107.00		428.00	20%	1,712.00	21.40
	Communications Bonding	M	850.00	-			-	0%	850.00	-

	Communications Bonding	L	780.00	-	117.00		117.00	15%	663.00	5.85
	Interior Communications pathways	M	8,410.00	3,784.00	2,102.50		5,886.50	70%	2,523.50	294.33
	Interior Communications pathways	L	12,140.00	5,466.00	3,035.00		8,501.00	70%	3,639.00	425.05
	Exterior Communications pathways	M	6,140.00	4,907.00			4,907.00	80%	1,233.00	245.35
	Exterior Communications pathways	L	8,140.00	6,512.00			6,512.00	80%	1,628.00	325.60
	Identification and Administration	M	850.00	213.00	85.00		298.00	35%	552.00	14.90
	Identification and Administration	L	950.00	238.00	95.00		333.00	35%	617.00	16.65
	Communication Equipment Rooms	M	4,510.00	-	451.00		451.00	10%	4,059.00	22.55
	Communication Equipment Rooms	L	8,140.00	-	814.00		814.00	10%	7,326.00	40.70
	Horizontal Cabling Requirements	M	21,400.00	11,034.75			11,034.75	52%	10,365.25	551.74
	Horizontal Cabling Requirements	L	12,410.00	-			-	0%	12,410.00	-
	Testing	M	570.00	-			-	0%	570.00	-
	Testing	L	840.00	-			-	0%	840.00	-
	Structured Cabling Systems Warranty	M	650.00	-			-	0%	650.00	-
	Structured Cabling Systems Warranty	L	814.00	-			-	0%	814.00	-
	Professional Audio/Video System	M	81,400.00	70,984.91			70,984.91	87%	10,415.09	3,549.25
	Professional Audio/Video System	L	21,600.00	3,240.00	2,160.00		5,400.00	25%	16,200.00	270.00
	Paging Systems	M	9,841.00	-	2,460.25		2,460.25	25%	7,380.75	123.01
	Paging Systems	L	7,412.00	741.20	1,111.80		1,853.00	25%	5,559.00	92.65
	Basic Electronic Safety and Security Systems Requirements	M	3,140.00	1,260.00			1,260.00	40%	1,880.00	63.00
	Basic Electronic Safety and Security Systems Requirements	L	4,165.00	1,670.00			1,670.00	40%	2,495.00	83.50
	Electronic Access Control	M	28,951.00	5,790.00	4,342.65		10,132.65	35%	18,818.35	506.63
	Electronic Access Control	L	16,851.00	3,370.00	2,527.65		5,897.65	35%	10,953.35	294.88
	Video Surveillance	M	10,848.00	2,168.00	1,627.20		3,795.20	35%	7,052.80	189.76
	Video Surveillance	L	3,154.00	630.00	473.10		1,103.10	35%	2,050.90	55.16
	Rescue Assistance Communication	M	7,331.00	1,466.00	1,099.65		2,565.65	35%	4,765.35	128.28
	Rescue Assistance Communication	L	4,120.00	824.00	618.00		1,442.00	35%	2,678.00	72.10
	Fire Alarm and Detection Systems	M	18,383.00	15,500.00			15,500.00	84%	2,883.00	775.00
	Fire Alarm and Detection Systems	L	29,850.00	10,447.50	1,492.50		11,940.00	40%	17,910.00	597.00
				-			-	0%	-	-
				-			-	0%	-	-
			977,086.00	$586,045.29	$79,882.79	$0.00	$665,928.08	68.15%	$311,157.92	$33,296.40

AIA DOCUMENT G702 • CONTINUATION SHEET • APRIL 1978 EDITION • AIA® • © 1978
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 2006

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title: County Line Road Traffic Improvements
Contractor: Van Maanen Electric, Inc.
Address: 500 Iowa Speedway Drive, Newton, IA 50208
Finance Budget Code: 334-210-6499 ***Finance Project #***
Vendor Project or Invoice #: ***PO #***
Original Contract Date: May 10, 2022 ***Vendor #*** 2161

Date of Council Meeting: July 25, 2023 **PAYMENT REQUEST #** 4 (Retainage)
PAYMENT PERIOD: From: April 1, 2023 Through: May 31, 2023

Contract Summary

Original Contract Amount:	$ 71,429.49		
Net change by Change Orders:	$ 1,512.87		
Contract Amount to Date: (line 1 ± 2)		$ 72,942.36	
Total completed and stored to date:	$ 72,942.36		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 72,942.36	
Less previous applications for payment:		$ 69,295.24	
SUBTOTAL			$ 3,647.12
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 3,647.12
Balance to finish, including retainage:		$ -	
Contract Time Remaining (If applicable)		Working Days	

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

Construction Contractor Approval: Van Maanen Electric, Inc. (Firm Name)
Signature — Date: 07/10/2023

Engineer / Consultant Approval: Bolton & Menk, Inc. (Firm Name)
Signature — Date: 7/12/2023

City of Grimes Staff Approval:
Signature — Date: 7-19-23

City of Grimes Council Approval:
Council 7-25-23
Signature — Date

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

Date Printed: 7/5/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	8-PHASE CONTROLLER CABINET, 12" RISER, AND ACCESSORIES*	LS	1.00		1.00	$ 4,685.00	$ 4,685.00	1.00	$ 4,685.00	-	100.00%
2	UNINTERRUPTABLE POWER SUPPLY*	LS	1.00		1.00	$ 1,870.00	$ 1,870.00	1.00	$ 1,870.00	-	100.00%
3	ETHERNET SWITCH*	EACH	1.00		1.00	$ 285.00	$ 285.00	1.00	$ 285.00	-	100.00%
4	FO TERMINATION PANEL AND ENCLOSURE*	EACH	1.00		1.00	$ 285.00	$ 285.00	1.00	$ 285.00	-	100.00%
5	VIDEO DETECTION SYSTEM*	LS	1.00		1.00	$ 550.00	$ 550.00	1.00	$ 550.00	-	100.00%
6	12" LED R, Y, G,Y>,G> (ALL LED) MAST ARM MOUNT*	EACH	1.00		1.00	$ 305.00	$ 305.00	1.00	$ 305.00	-	100.00%
7	12" LED R, Y, G,Y>,G> (ALL LED) POLE MOUNT*	EACH	1.00		1.00	$ 305.00	$ 305.00	1.00	$ 305.00	-	100.00%
8	12" LED <R,<Y,<FY,<G (ALL LED) MAST ARM MOUNT*	EACH	4.00		4.00	$ 305.00	$ 1,220.00	4.00	$ 1,220.00	-	100.00%
9	12" LED R,Y,G (ALL LED) MAST ARM MOUNT*	EACH	4.00		4.00	$ 285.00	$ 1,140.00	4.00	$ 1,140.00	-	100.00%
10	12" LED R,Y,G (ALL LED) POLE MOUNT*	EACH	3.00		3.00	$ 285.00	$ 855.00	3.00	$ 855.00	-	100.00%
11	POWER SUPPLY	EACH	1.00		1.00	$ 2,400.00	$ 2,400.00	1.00	$ 2,400.00	-	100.00%
12	TYPE I - PRE-CAST CONCRETE HANDHOLE	EACH	3.00		3.00	$ 765.00	$ 2,295.00	3.00	$ 2,295.00	-	100.00%
13	TYPE IV - 30" X 48" PRE-CAST POLYMER-CONCRETE HANDHOLE	EACH	1.00		1.00	$ 3,338.00	$ 3,338.00	1.00	$ 3,338.00	-	100.00%
14	SIGNAL CABLE - 16C #14 AWG	LIN FT	559.00		559.00	$ 3.47	$ 1,939.73	559.00	$ 1,939.73	-	100.00%
15	VIDEO DETECTION CABLES	LIN FT	590.00		590.00	$ 2.25	$ 1,327.50	590.00	$ 1,327.50	-	100.00%
16	LUMINAIRE CABLE - 1C #8 AWG	LIN FT	561.00		561.00	$ 1.42	$ 796.62	561.00	$ 796.62	-	100.00%
17	POWER - 1C #6	LIN FT	34.00		34.00	$ 1.77	$ 60.18	34.00	$ 60.18	-	100.00%
18	GROUND - 1C #6 BARE	LIN FT	714.00		714.00	$ 1.60	$ 1,142.40	714.00	$ 1,142.40	-	100.00%
19	TRACER - 1C #10	LIN FT	714.00		714.00	$ 1.20	$ 856.80	714.00	$ 856.80	-	100.00%
20	PULL TAPE	LIN FT	714.00		714.00	$ 0.59	$ 421.26	714.00	$ 421.26	-	100.00%
21	2" PVC, TRENCHED	LIN FT	-		-	$ -	$ -		$ -	-	0.00%
22	2" PVC, PUSHED	LIN FT	-		-	$ -	$ -		$ -	-	0.00%
23	3" PVC, TRENCHED	LIN FT	163.00		163.00	$ 18.00	$ 2,934.00	163.00	$ 2,934.00	-	100.00%
24	3" PVC, PUSHED	LIN FT	515.00		515.00	$ 21.00	$ 10,815.00	515.00	$ 10,815.00	-	100.00%
25	CONTROLLER CABINET FOOTING	EACH	1.00		1.00	$ 1,125.00	$ 1,125.00	1.00	$ 1,125.00	-	100.00%
26	SIGNAL POLE FOOTING 3'-0" DIA. X 14'-0"	EACH	1.00		1.00	$ 3,800.00	$ 3,800.00	1.00	$ 3,800.00	-	100.00%
27	SIGNAL POLE FOOTING 3'-0" DIA. X 16'-0"	EACH	2.00		2.00	$ 4,000.00	$ 8,000.00	2.00	$ 8,000.00	-	100.00%
28	SIGNAL POLE FOOTING 3'-6" DIA. X 18'-0"	EACH	1.00		1.00	$ 4,400.00	$ 4,400.00	1.00	$ 4,400.00	-	100.00%
29	STEEL COMBINATION SIGNAL/LIGHTING - 44' MAST ARM - BLACK*	EACH	1.00		1.00	$ 2,400.00	$ 2,400.00	1.00	$ 2,400.00	-	100.00%
30	STEEL COMBINATION SIGNAL/LIGHTING - 48' MAST ARM - BLACK*	EACH	1.00		1.00	$ 2,500.00	$ 2,500.00	1.00	$ 2,500.00	-	100.00%
31	STEEL COMBINATION SIGNAL/LIGHTING - 52' MAST ARM - BLACK*	EACH	1.00		1.00	$ 2,700.00	$ 2,700.00	1.00	$ 2,700.00	-	100.00%
32	STEEL SIGNAL - 62' MAST ARM - BLACK*	EACH	1.00		1.00	$ 2,900.00	$ 2,900.00	1.00	$ 2,900.00	-	100.00%
33	LUMINAIRE FIXTURE	EACH	3.00		3.00	$ 746.00	$ 2,238.00	3.00	$ 2,238.00	-	100.00%
34	STREETNAME SIGN - (126" X 24"), MAST-ARM MOUNTED*	EACH	2.00		2.00	$ 200.00	$ 400.00	2.00	$ 400.00	-	100.00%
35	STREETNAME SIGN - (42" X 24"), MAST-ARM MOUNTED*	EACH	2.00		2.00	$ 170.00	$ 340.00	2.00	$ 340.00	-	100.00%
36	TRAFFIC SIGN, R3-5L, (30" X 36"), MAST-ARM MOUNTED*	EACH	4.00		4.00	$ 160.00	$ 640.00	4.00	$ 640.00	-	100.00%
37	TRAFFIC SIGN, R3-5R, (30" X 36"), MAST-ARM MOUNTED*	EACH	1.00		1.00	$ 160.00	$ 160.00	1.00	$ 160.00	-	100.00%
8001	SIGNAL DETECTION MODIFICATION	LS		1.00	1.00	$ 1,512.87	$ 1,512.87	1.00	$ 1,512.87	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE	$ 72,942.36	$ 72,942.36	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 25, 2022	$ 17,871.46
2	December 13, 2022	$ 18,140.19
3	April 11, 2023	$ 33,283.59
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **$ 69,295.24**

Record of Change Orders

No.	Date	Amount
1	April 11, 2023	$ 1,512.87
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **$ 1,512.87**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	May 10, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Date Printed: 7/5/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: July 25, 2023 **PAYMENT REQUEST #** 8

PAYMENT PERIOD: Fro June 1, 2023 Through: June 30, 2023

Contract Summary

Original Contract Amount:	$ 3,731,765.39		
Net change by Change Orders:	$ 18,896.20		
Contract Amount to Date: (line 1 ± 2)		$ 3,750,661.59	
Total completed and stored to date:	$ 2,802,327.97		
Retainage: 5 % of Completed Work:	$ 140,116.40		
Total Earned less Retainage:		$ 2,662,211.57	
Less previous applications for payment:		$ 2,280,885.72	
SUBTOTAL			$ 381,325.85
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 381,325.85
Balance to finish, including retainage:		$ 1,088,450.02	
Contract Time Remaining (If applicable)	(25) CALENDAR DAYS		

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

Construction Contractor Approval: Edge Commercial, LLC. (Firm Name)

Signature Date: 7/17/23

Engineer / Consultant Approval: ISG Inc. (Firm Name)

Signature Date: 7/17/2023

City of Grimes Staff Approval:

Signature Date: 7-19-23

City of Grimes Council Approval: Council 7-25-23

Signature Date

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

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

Date Printed: 7/17/2023

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	CLEARING AND GRUBBING	LS	1.00		1.00	$ 8,025.00	$ 8,025.00	1.00	$ 8,025.00	-	100.00%
2	EXCAVATION, CLASS 10	CY	3,725.00		3,725.00	$ 11.77	$ 43,843.25	3,350.00	$ 39,429.50	375.00	89.93%
3	SUBGRADE PREPARATION	SY	1,915.00		1,915.00	$ 5.38	$ 10,302.70	815.00	$ 4,384.70	1,100.00	42.56%
4	SUBBASE, MODIFIED, 4 INCH	SY	3,750.00		3,750.00	$ 11.77	$ 44,137.50	1,802.00	$ 21,209.54	1,948.00	48.05%
5	SUBBASE, MODIFIED, 6 INCH	SY	1,915.00		1,915.00	$ 11.77	$ 22,539.55	1,726.00	$ 20,315.02	189.00	90.13%
6	SANITARY SEWER SERVICE STUB, PVC, 6 IN.	LF	400.00		400.00	$ 88.81	$ 35,524.00	400.00	$ 35,524.00	-	100.00%
7	SANITARY SEWER CLEANOUT	EA	2.00		2.00	$ 1,188.50	$ 2,377.00	2.00	$ 2,377.00	-	100.00%
8	STORM SEWER, TRENCHED, RCP, 12 INCH	LF	137.00		137.00	$ 99.51	$ 13,632.87	137.00	$ 13,632.87	3.00	100.00%
9	STORM SEWER, TRENCHED, RCP, 15 INCH	LF	271.00		271.00	$ 99.51	$ 26,967.21	271.00	$ 26,967.21	0.20	100.00%
10	STORM SEWER, TRENCHED, PVC, 6 INCH	LF	160.00		160.00	$ 88.81	$ 14,209.60	160.00	$ 14,209.60	-	100.00%
11	STORM SEWER, TRENCHED, PVC, 10 INCH	LF	12.00		12.00	$ 214.00	$ 2,568.00	12.00	$ 2,568.00	-	100.00%
12	LINEAR TRENCH DRAIN AT SPLASH PAD	LF	16.00		16.00	$ 145.50	$ 2,328.00		$ -	16.00	0.00%
13	PIPE APRON, RCP, 15 INCH	EA	1.00		1.00	$ 5,116.00	$ 5,116.00	1.00	$ 5,116.00	-	100.00%
14	SUBDRAIN, PERFORATED, 6 INCH	LF	1,610.00		1,610.00	$ 37.45	$ 60,294.50	1,610.00	$ 60,294.50	-	100.00%
15	SUBDRAIN CLEANOUT	EA	6.00		6.00	$ 986.67	$ 5,920.02	6.00	$ 5,920.02	-	100.00%
16	SUBDRAIN OUTLETS AND CONNECTIONS	EA	10.00		10.00	$ 259.00	$ 2,590.00	10.00	$ 2,590.00	-	100.00%
17	WATER MAIN, TRENCHED, C900 PVC, 8 INCH	LF	350.00	(70.00)	280.00	$ 74.90	$ 20,972.00	280.00	$ 20,972.00	-	100.00%
18	WATER SERVICE PIPE, TYPE K COPPER, 1 INCH	LF	50.00		50.00	$ 44.94	$ 2,247.00	50.00	$ 2,247.00	-	100.00%
19	WATER SERVICE PIPE, TYPE K COPPER, 2 INCH	LF	220.00		220.00	$ 65.27	$ 14,359.40	220.00	$ 14,359.40	-	100.00%
20	VALVE, GATE VALVE, 8 INCH	EA	2.00		2.00	$ 3,542.00	$ 7,084.00	2.00	$ 7,084.00	-	100.00%
21	TAPPING VALVE ASSEMBLY, 8 INCH	EA	1.00		1.00	$ 8,956.00	$ 8,956.00	1.00	$ 8,956.00	-	100.00%
22	FIRE HYDRANT ASSEMBLY	EA	1.00		1.00	$ 7,811.00	$ 7,811.00	1.00	$ 7,811.00	-	100.00%
23	STORM MANHOLE, SW-401, 48 INCH DIA.	EA	4.00		4.00	$ 6,104.50	$ 24,418.00	4.00	$ 24,418.00	-	100.00%
24	INTAKE, SW-501	EA	1.00		1.00	$ 4,485.00	$ 4,485.00	1.00	$ 4,485.00	-	100.00%
25	INTAKE, SW-505	EA	1.00		1.00	$ 5,687.00	$ 5,687.00	1.00	$ 5,687.00	-	100.00%
26	INTAKE, SW-512	EA	2.00		2.00	$ 4,924.00	$ 9,848.00	2.00	$ 9,848.00	-	100.00%
27	INTAKE, SW-513	EA	1.00		1.00	$ 9,915.00	$ 9,915.00	1.00	$ 9,915.00	-	100.00%
28	REMOVE INTAKE	EA	1.00		1.00	$ 1,872.00	$ 1,872.00	1.00	$ 1,872.00	-	100.00%
29	PAVEMENT, PCC, 7 INCH	SY	1,660.00		1,660.00	$ 53.11	$ 88,162.60	1,615.00	$ 85,772.65	45.00	97.29%
30	REMOVAL OF SIDEWALK	SY	20.00		20.00	$ 26.75	$ 535.00	20.00	$ 535.00	-	100.00%
31	SIDEWALK, PCC, 6 INCH	SY	2,030.00		2,030.00	$ 62.34	$ 126,550.20	958.00	$ 59,721.72	1,072.00	47.19%
32	DETECTABLE WARNING	SF	36.00		36.00	$ 29.72	$ 1,069.92	36.00	$ 1,069.92	-	100.00%
33	PAVEMENT REMOVAL	SY	280.00		280.00	$ 19.26	$ 5,392.80	280.00	$ 5,392.80	-	100.00%
34	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	6.30		6.30	$ 169.21	$ 1,066.02		$ -	6.30	0.00%
35	PAINTED SYMBOLS AND LEGENDS	EA	2.00		2.00	$ 337.00	$ 674.00		$ -	2.00	0.00%
36	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	$ 4,280.00	$ 4,280.00	1.00	$ 4,280.00	-	100.00%
37	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING (NATIVE PLANTING MIX)	AC	0.30		0.30	$ 9,523.33	$ 2,857.00		$ -	0.30	0.00%
38	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING (DETENTION BASIN MIX)	AC	0.32		0.32	$ 9,096.88	$ 2,911.00		$ -	0.32	0.00%
39	SOD	SQ	314.00		314.00	$ 98.24	$ 30,847.36		$ -	314.00	0.00%
40	GRASSES, 1 GAL	EA	90.00		90.00	$ 21.40	$ 1,926.00		$ -	90.00	0.00%
41	PERENNIALS, 1 GAL	EA	908.00		908.00	$ 21.40	$ 19,431.20		$ -	908.00	0.00%
42	SHRUBS, 3 GAL	EA	317.00		317.00	$ 69.55	$ 22,047.35		$ -	317.00	0.00%
43	TREE, OVERSTORY, 2" CAL	EA	37.00		37.00	$ 518.95	$ 19,201.15		$ -	37.00	0.00%
44	TREE, EVERGREEN, 4' HT MIN	EA	44.00		44.00	$ 304.95	$ 13,417.80		$ -	44.00	0.00%
45	SWPPP PREPARATION	LS	1.00		1.00	$ 1,070.00	$ 1,070.00	1.00	$ 1,070.00	-	100.00%
46	SWPPP MANAGEMENT	LS	1.00		1.00	$ 2,140.00	$ 2,140.00	0.85	$ 1,819.00	0.15	85.00%
47	FILTER SOCK, 9 INCH DIAMETER	LF	2,500.00		2,500.00	$ 2.67	$ 6,675.00	2,500.00	$ 6,675.00	-	100.00%
48	TEMPORARY RECP, TYPE 2.D	SY	3,150.00		3,150.00	$ 2.94	$ 9,261.00		$ -	3,150.00	0.00%
49	RIP RAP, EROSION STONE	TON	4.00		4.00	$ 113.25	$ 453.00	4.00	$ 453.00	-	100.00%
50	EROSION CONTROL MULCHING, HYDROMULCHING	AC	3.00		3.00	$ 4,494.00	$ 13,482.00		$ -	3.00	0.00%
51	MOBILIZATION	LS	1.00		1.00	$140,000.00	$ 140,000.00	1.00	$ 140,000.00	-	100.00%
52	CONCRETE WASHOUT	LS	1.00		1.00	$ 1,070.00	$ 1,070.00	0.70	$ 749.00	0.30	70.00%
53	PLAY TURF SURFACING (NATURE PLAYSCAPE)	SF	4,535.00		4,535.00	$ 30.65	$ 138,997.75	2,267.50	$ 69,498.88	2,267.50	50.00%
54	PCC CURB AT PLAY TURF	LF	223.00		223.00	$ 115.16	$ 25,680.68	155.00	$ 17,849.80	68.00	69.51%
55	SPLASH PAD PAVEMENT	SF	5,284.00		5,284.00	$ 10.53	$ 55,640.52		$ -	5,284.00	0.00%
56	SPLASH PAD FEATURES AND EQUIPMENT	LS	1.00		1.00	$493,600.00	$ 493,600.00	0.80	$ 394,880.00	0.20	80.00%
57	DRY CREEK BED PAVEMENT	SF	1,850.00		1,850.00	$ 17.35	$ 32,097.50		$ -	1,850.00	0.00%
58	BENCH	EA	3.00		3.00	$ 1,946.00	$ 5,838.00	1.50	$ 2,919.00	1.50	50.00%
59	SANDSTONE BENCH	EA	4.00		4.00	$ 5,312.50	$ 21,250.00	4.00	$ 21,250.00	-	100.00%
60	LITTER RECEPTACLE	EA	5.00		5.00	$ 1,615.60	$ 8,078.00	2.50	$ 4,039.00	2.50	50.00%
61	BIKE RACK	EA	12.00		12.00	$ 802.50	$ 9,630.00	6.00	$ 4,815.00	6.00	50.00%
62	PICNIC TABLE	EA	6.00		6.00	$ 3,595.17	$ 21,571.02	3.00	$ 10,785.51	3.00	50.00%
63	PICNIC TABLE (ADA)	EA	4.00		4.00	$ 3,595.25	$ 14,381.00	2.00	$ 7,190.50	2.00	50.00%
64	PLAY MOUND	SF	735.00		735.00	$ 25.25	$ 18,558.75	600.00	$ 15,150.00	135.00	81.63%
65	PEDESTRIAN BRIDGES	LS	1.00		1.00	$61,688.00	$ 61,688.00	0.50	$ 30,844.00	0.50	50.00%
66	LIMESTONE BLOCK	EA	4.00		4.00	$ 1,605.00	$ 6,420.00		$ -	4.00	0.00%
67	OUTCROPPING BORDER	EA	60.00		60.00	$ 1,926.00	$ 115,560.00	25.00	$ 48,150.00	35.00	41.67%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
68	BOULDER AT SPLASH PAD	EA	45.00		45.00	$ 1,070.00	$ 48,150.00		$ -	45.00	0.00%
69	SITE SHELTER	LS	1.00		1.00	$700,000.00	$ 700,000.00	0.85	$ 595,000.00	0.15	85.00%
70	SITE ELECTRICAL	LS	1.00		1.00	$357,018.00	$ 357,018.00	0.85	$ 303,465.30	0.15	85.00%
71	LANDSCAPE EDGING	LF	677.00		677.00	$ 10.92	$ 7,392.84		$ -	677.00	0.00%
72	MULCH	CY	117.00		117.00	$ 107.00	$ 12,519.00		$ -	117.00	0.00%
73	TREE PROTECTION FENCE	LF	601.00		601.00	$ 5.08	$ 3,053.08	601.00	$ 3,053.08	-	100.00%
74	ARCHED WATERFALL	LS	1.00		1.00	$55,640.00	$ 55,640.00	0.70	$ 38,948.00	0.30	70.00%
A1	PARKING LOT LIGHTING	LS	1.00		1.00	$50,400.00	$ 50,400.00	0.50	$ 25,200.00	0.50	50.00%
B1	POURED IN PLACE SURFACING (NORTH PLAYGROUND)	SF	3,630.00		3,630.00	$ 35.75	$ 129,772.50	2,722.00	$ 97,311.50	908.00	74.99%
B2	PLAYGROUND EQUIPMENT (NORTH PLAYGROUND)	LS	1.00		1.00	$174,341.00	$ 174,341.00	1.00	$ 174,341.00	-	100.00%
B3	PLAY MOUND	SF	943.00		943.00	$ 25.25	$ 23,810.75	943.00	$ 23,810.75	-	100.00%
C1	PLAYGROUND EQUIPMENT (NATURE PLAYSCAPE)	LS	1.00		1.00	$202,884.00	$ 202,884.00	1.00	$ 202,884.00	-	100.00%
	CHANGE ORDER NO. 1										
101	WATER MAIN, TRENCHLESS, C900 PVC, 8 INCH	LF	-	70.00	70.00	$ 245.56	$ 17,189.20	70.00	$ 17,189.20	-	100.00%
102	SIDING WAINSCOT	LS	-	(1.00)	(1.00)	$ 2,400.00	$ (2,400.00)	(1.00)	$ (2,400.00)	-	100.00%
103	ADDITIONAL TREE REMOVAL (1ST REQUEST)	LS	-	1.00	1.00	$ 3,206.00	$ 3,206.00	1.00	$ 3,206.00	-	100.00%
104	ADDITIONAL TREE REMOVAL (2ND REQUEST)	LS	-	1.00	1.00	$ 3,740.00	$ 3,740.00	1.00	$ 3,740.00	-	100.00%
105	ADDITIONAL MOBILIZATION C01	LS	-	1.00	1.00	$ 500.00	$ 500.00	1.00	$ 500.00	-	100.00%
	CHANGE ORDER NO. 2										
106	ADDITIONAL ELECTRIC, CHANGING STATION	LS	-	1.00	1.00	$ 1,904.00	$ 1,904.00	0.50	$ 952.00	0.50	50.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $ 3,750,661.59 $ 2,802,327.97 74.72%

Date printed: 7/17/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 23, 2022	$ 194,840.25
2	September 27, 2022	$ 301,556.01
3	November 22, 2022	$ 432,887.97
4	December 27, 2022	$ 227,543.61
5	January 24, 2023	$ 512,447.01
6	April 25, 2023	$ 336,154.68
7	June 27, 2023	$ 275,456.19
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **$ 2,280,885.72**

Record of Change Orders

No.	Date	Amount
1	August 9, 2022	$ 16,992.20
2	September 27, 2022	$ 1,904.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **$ 18,896.20**

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	June 28, 2022
Original Contract Time:	367.00
Added by Change Order:	
Contract Time to Date:	367.00
Time Used to Date:	392.00
Contract Time Remaining:	**(25.00)**

Date Printed: 7/17/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title:	Kennybrook Wetland (Landscaping)		
Contractor:	Redbud Landscaping, LLC		
Address:	1208 E 20th Court, Des Moines, IA 50317		
Finance Budget Code:	319-865-6490	***Finance Project #***	
Vendor Project or Invoice #:		***PO #***	
Original Contract Date:	June 22, 2021	***Vendor #***	3569

Date of Council Meeting: July 25, 2023 **PAYMENT REQUEST #** 6

PAYMENT PERIOD: From: November 24, 2022 Through: June 15, 2023

Contract Summary

Original Contract Amount:	$ 60,130.50			
Net change by Change Orders:	$ 9,821.00			
Contract Amount to Date: (line 1 ± 2)		$ 69,951.50		
Total completed and stored to date:	$ 63,576.50			
Retainage: 5 % of Completed Work:	$ 3,178.83			
Total Earned less Retainage:		$ 60,397.68		
Less previous applications for payment:		$ 58,426.43		
SUBTOTAL			$	1,971.25
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	1,971.25
Balance to finish, including retainage:		$ 9,553.83		
Contract Time Remaining (If applicable)	-	WORKING DAYS		

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

Construction Contractor Approval: Redbud Landscaping, LLC (Firm Name)

Signature — Date: 7/14/23

Engineer / Consultant Approval: Nilles Associates, Inc. (Firm Name)

Signature — Date: 7/14/23

City of Grimes Staff Approval:

Signature — Date: 7-19-23

City of Grimes Council Approval: Council 7-25-23

Signature — Date

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

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

Date Printed: 7/13/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
2.01	VEGETATION REMOVAL FOR NATIVE SEEDING	AC	0.50		0.50	$ 3,500.00	$ 1,750.00	0.50	$ 1,750.00	-	100.00%
2.02	TURF REMOVAL, PLANTING BED AREAS	SY	384.00		384.00	$ 5.00	$ 1,920.00	384.00	$ 1,920.00	-	100.00%
2.03	AMEND TOPSOIL WITH COMPOST, PLANTING BED AREAS	CY	3.00		3.00	$ 100.00	$ 300.00	3.00	$ 300.00	-	100.00%
8.01	TEMPORARY TRAFFIC CONTROL	LS	1.00	(1.00)	-	$ 900.00	$ -		$ -	-	0.00%
9.01	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.50		0.50	$ 2,150.00	$ 1,075.00	0.50	$ 1,075.00	-	100.00%
9.02	HYDRAULIC MULCHING, BONDED FIBER MATRIX (BFM)	AC	4.00		4.00	$ 3,400.00	$ 13,600.00	4.00	$ 13,600.00	-	100.00%
9.03	CONVENTIONAL SEEDING, CUSTOM NATIVE DRY-MESIC SEED MIXTURE	AC	2.50		2.50	$ 2,400.00	$ 6,000.00	2.50	$ 6,000.00	-	100.00%
9.04	CONVENTIONAL SEEDING, CUSTOM NATIVE WET-MESIC SEED MIXTURE	AC	1.00		1.00	$ 2,600.00	$ 2,600.00	1.00	$ 2,600.00	-	100.00%
9.05	NATIVE VEGETATION ESTABLISHMENT, 3.5 ACRES	TRIP	6.00		6.00	$ 1,050.00	$ 6,300.00	4.50	$ 4,725.00	1.50	75.00%
9.06	SHRUBS AND PERENNIALS, WITH WARRANTY	EA	152.00		152.00	$ 37.00	$ 5,624.00	152.00	$ 5,624.00	-	100.00%
9.07	SHREDDED CYPRESS MULCH	SY	384.00		384.00	$ 11.00	$ 4,224.00	384.00	$ 4,224.00	-	100.00%
9.08	IOWA FIELD STONE BOULDERS	TON	5.00		5.00	$ 315.00	$ 1,575.00	5.00	$ 1,575.00	-	100.00%
9.09	LIMESTONE EDGING	LF	200.00		200.00	$ 14.00	$ 2,800.00	200.00	$ 2,800.00	-	100.00%
9.10	TEMPORARY ROLLED EROSION CONTROL PRODUCT, TYPE 2C	SY	3,600.00	514.00	4,114.00	$ 1.50	$ 6,171.00	4,114.00	$ 6,171.00	-	100.00%
9.11	SURFACE ROUGHENING	SY	14,250.00		14,250.00	$ 0.25	$ 3,562.50	14,250.00	$ 3,562.50	-	100.00%
11.01	MOBILIZATION	LS	1.00		1.00	$ 2,500.00	$ 2,500.00	1.00	$ 2,500.00	-	100.00%
12.01	CO#1 DRY CREEK BED	LS		1.00	1.00	$ 1,900.00	$ 1,900.00	1.00	$ 1,900.00	-	100.00%
12.02	CO#2 EROSION REPAIR, TOPSOIL & COCONUT FIBER MAT	LS		1.00	1.00	$ 1,500.00	$ 1,500.00	1.00	$ 1,500.00	-	100.00%
12.03	CO#2 PLANTING BED AREA WEEDS MAINTENANCE	TRIP		9.00	9.00	$ 250.00	$ 2,250.00	4.00	$ 1,000.00	5.00	44.44%
12.04	CO#3 EROSION REPAIR - 3 CY SOIL, GRADE, STRAW RECP TYPE 2.C	LS		1.00	1.00	$ 750.00	$ 750.00	1.00	$ 750.00	-	100.00%
12.05	12.05 TEMP EROSION CONTROL - OATS, NET STRAW BLANKET	LS		1.00	1.00	$ 950.00	$ 950.00		$ -	1.00	0.00%
12.06	12.06 OVERSEED, CUSTOM REPAIR MIX, 2 ACRES	LS		1.00	1.00	$ 2,600.00	$ 2,600.00		$ -	1.00	0.00%
	TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE						$ 69,951.50		$ 63,576.50		95.75%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	January 11, 2022	$ 39,432.13
2	June 14, 2022	$ 13,389.30
3	August 23, 2022	$ 935.75
4	October 25, 2022	$ 2,959.25
5	December 13, 2022	$ 1,710.00
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **$ 58,426.43**

Record of Change Orders

No.	Date	Amount
1	June 14, 2022	$ 1,771.00
2	August 23, 2022	$ 3,750.00
3	December 13, 2022	$ 750.00
4	July 25, 2023	$ 3,550.00
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **$ 9,821.00**

Contract Time Remaining

Contract Period:	WORKING DAYS
Original Contract Date:	June 22, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Date Printed: 7/13/2023

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

CITY COUNCIL COMMUNICATION
Meeting Date: 7/25/23

AGENDA ITEM: County Line Road Traffic Signal Improvements– Project Acceptance

BACKGROUND: The actions that are in front of the council are to provide appropriate actions on any final change orders, final payments and retainage payments; receive and file the Certificate of Completion from the project engineer (Bolton and Menk, Inc.); and consider approval of a resolution officially accepting the project by the City of Grimes.

Van Maanen Electric, Inc. started this project in the Fall of 2022 and fully completed the project earlier this spring. There is a retainage payment to be made 30 days following project acceptance.

BUDGETARY CONSIDERATIONS: This project's final construction contract amount is $72,942.36 which is $1,512.87 more than the original construction contract amount.

STRATEGIC PLANNING:
Prioritized: Yes

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

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: The staff recommends that the City Council approves the resolution accepting the project with Van Maanen Electric, Inc. in the final contract amount of $72,942.36.

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

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE COUNTY LINE ROAD TRAFFIC SIGNAL IMPROVEMENTS", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 07-0723

RESOLUTION ACCEPTING THE COUNTY LINE ROAD TRAFFIC SIGNAL IMPROVEMENTS

WHEREAS, on the **10th** day of **May, 2022**, the Mayor and Clerk of the City of Grimes, Iowa, entered into a construction contract with **Van Maanen Electric, Inc. of Newton, Iowa**, for the construction of certain public improvements generally described as the County Line Road Traffic Signal Improvements; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on **July 25, 2023**:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be **$72,942.36**, as shown in the report of the Engineer.

PASSED AND APPROVED this **25th** day of **July 2023**.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

CERTIFICATE OF COMPLETION

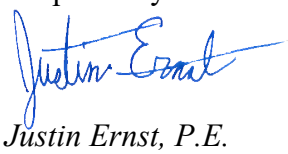
County Line Road Traffic Signal Improvements

Grimes, Iowa

July 25, 2023

This is to certify that the construction improvements on the ***County Line Road Traffic Signal Improvements*** project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is ***$72,942.36***. I hereby recommend acceptance of the project.

Respectfully submitted,



Justin Ernst, P.E.
Project Manager
Bolton & Menk, Inc.
Iowa License Number 23753

RESOLUTION NO. 07-0823 APPROVING CHANGE ORDERS

WHEREAS, the City of Grimes has retained the services of professional contractors for City projects;

WHEREAS, the contractor has agreed to provide a scope of work for the City;

WHEREAS, the contractor from time deems it necessary to amendment a construction contract that changes the contractor's scope of work or materials;

WHEREAS, the change order may adjust the amount of time for completion of work or increase or decrease the contract price;

WHEREAS, the City Engineer has reviewed and approved the attached change orders.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grimes, Iowa the attached change orders shall be approved as submitted.

PASSED AND APPROVED this 25th day of July 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 07/25/2023

AGENDA ITEM: Change Order #6 Graphite Construction for the New Grime Library

BACKGROUND: The change order addresses an issue where the fabric duct won't fit within the joist space due to conflicts with joist bridging. Graphite is to install new bridging in the joist space to accommodate the bridging that was removed for the fabric duct. (Information provided by Senior Project Manager Stephanie Morrison of Weitz.

BUDGETARY CONSIDERATIONS: Increasing contract $2,885.09

STRATEGIC PLANNING:
Prioritized _X___YES _____NO

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

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION:

Prepared by: Rochelle William – rwilliams@grimesiowa.gov

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by:_____
Return to:_____

AIA® Document G731™ – 2019

Change Order, Construction Manager as Adviser Edition

PROJECT: *(name and address)*
X237400 Grimes Public Library

200 NE Beaverbrooke Blvd
Grimes, IA 50111

OWNER: *(name and address)*
City of Grimes
101 NE Harvey Street
Grimes, IA 50111

CONTRACTOR: *(name and address)*
Graphite Construction Group, Inc
1955 NE 58th Avenue, Suite 100
Des Moines, IA 50313

CONTRACT INFORMATION:
Contract For: BP #2 - General Construction
Date: December 17, 2021

ARCHITECT: *(name and address)*
InVision Architecture, LTD
501 Sycamore Street #101
Waterloo, IA 50701

CHANGE ORDER INFORMATION:
Change Order Number: 006

Date: July 10, 2023

CONSTRUCTION MANAGER: *(name and address)*
The Weitz Company, LLC
611 5th Ave, Suite 300
Des Moines, IA 50309

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

CE #037 - RFI 110 Modification to Joist Bridging & Fabric Duct
It was determined that the fabric duct didn't have the needed clearance to be able to route through the joist space due to conflicts with bridging. RFI 110 captures the issue and response to remove and reinstall joist bridging to accommodate duct routing.

The original Contract Sum was	$	2,665,000.00
Net change by previously authorized Change Orders	$	50,380.92
The Contract Sum prior to this Change Order was	$	2,715,380.92
The Contract Sum will be increased by this Change Order in the amount of	$	2,885.09
The new Contract Sum including this Change Order will be	$	2,718,266.01

The Contract Time will be unchanged by Zero (0) days.
The Contractor's Work shall be substantially complete on July 14, 2023.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

InVision Architecture, LTD	The Weitz Company, LLC
ARCHITECT *(Firm name)*	**CONSTRUCTION MANAGER** *(Firm name)*
SIGNATURE	**SIGNATURE**
Evan Shaw Architect	Stephanie Morrison, Senior Project Manager
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
07.10.23	7/10/23
DATE:	**DATE:**
Graphite Construction Group, Inc.	City of Grimes
CONTRACTOR *(Firm name)*	**OWNER** *(Firm name)*

AIA Document G731 – 2019 (formerly G701™CMa – 1992). Copyright © 1992 and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:33:51 CT on 07/10/2023 under Order No.3104238544 which expires on 05/19/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA45)

SIGNATURE	SIGNATURE
Joe Haug	~~Scott Mikkelsen~~ Jake Anderson
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
7/11/2023	July 10, 2023
DATE:	DATE:

AIA Document G731 – 2019 (formerly G701™CMa – 1992). Copyright © 1992 and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:33:51 CT on 07/10/2023 under Order No.3104238544 which expires on 05/19/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA45)

PCO #021

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

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

Prime Contract Potential Change Order #021: CE #037 - RFI 110 Modification to Joist Bridging

TO:	CITY OF GRIMES 110 NORTH HARVEY GRIMES Iowa, 50111	**FROM:**	WEITZ COMPANY-IOWA, THE 611 5TH AVE SUITE 300 DES MOINES Iowa, 50309
PCO NUMBER/REVISION:	021 / 0	**CONTRACT:**	1 - Dummy Prime Contract - PCCOs for Prime Changes
REQUEST RECEIVED FROM:		**CREATED BY:**	Stephanie Morrison **(WEITZ COMPANY-IOWA, THE)**
STATUS:	Pending - In Review	**CREATED DATE:**	7/7 /2023
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
		TOTAL AMOUNT:	$2,885.09

POTENTIAL CHANGE ORDER TITLE: CE #037 - RFI 110 Modification to Joist Bridging

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #037 - RFI 110 Modification to Joist Bridging & Fabric Duct
It was determined that the fabric duct didn't have the needed clearance to be able to route through the joist space due to conflicts with bridging. RFI 110 captures the issue and response to remove and reinstall joist bridging to accommodate duct routing.

6/16/23 Graphite: $2,885.09

ATTACHMENTS:

#	SubJob	Cost Code	Description	Type	Amount
1	GRIMES LIB PRIME CONTRACT VOL.	03-000300.2500 - BP #02 - Graphite Group	RFI 110 Joist Bridging Modifications	Commitment	$ 2,885.09
				Subtotal:	$2,885.09
				Grand Total:	**$2,885.09**

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

Evan Shaw (INVISION ARCHITECTURE)

07.10.23

SIGNATURE **DATE**

CITY OF GRIMES
110 NORTH HARVEY
GRIMES Iowa 50111

SIGNATURE **DATE**

WEITZ COMPANY-IOWA, THE
611 5TH AVE SUITE 300
DES MOINES Iowa 50309

Stephanie Morrison 7/7/2023

SIGNATURE **DATE**

DATE: 6/16/2023

CHANGE ORDER REQUEST 012

ATTN: Stephanie Morrison

PROJECT: Grimes Public Library

TO: WEITZ

FROM: Joseph Goodman

THE FOLLOWING PROPOSAL IS BASED ON:

2nd Floor Joist Bracing

Katelmans	$	959.00
Ace	$	1,620.00
Graphite (Protection Materials)	$	130.00

This price is based off no flooring being installed at time of work being performed
If flooring is installed additional costs to protect the floor will be billed to the project.

OH&P (5%)	$	135.45
BOND AND INSURANCE (1.5%)	$	40.64
GRAND TOTAL	$	**2,885.09**

The Contract Sum will be **Increase** by this change in the amount of **$** **2,885.09**

ALL TIME ELEMENTS, DELAYS, DISRUPTIONS, AND GENERAL CONDITIONS COSTS ASSOCIATED WITH THIS CHANGE ARE NOT INCLUDED IN THE PRICING, AND WILL BE SENT AT A LATER DATE ONCE THE WORK IS COMPLETE. PLEASE LET THIS SERVE AS NOTICE OF CLAIM FOR TIME AND COSTS ASSOCIATED WITH THIS CHANGE REQUEST

APPROVED BY: _____ DATE: _____

ORGANIZATION: _____

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

CITY COUNCIL COMMUNICATION
Meeting Date: 07/25/2023

AGENDA ITEM: Kennybrook Wetland (Landscaping), Change Order #4.

BACKGROUND: A change order request has been made for the Kennybrook Wetland (Landscaping) project. The purpose and details are as follows:

- Additional Temporary Erosion Control and Seeding
  - Adds weed removal and soil prep, installation of oats, and installation of single net straw blanket in a 3,000 sq ft. area disturbed during basin spillway repairs.

BUDGETARY CONSIDERATIONS: The change order will increase the total cost for the project by $3,550.00.

STRATEGIC PLANNING:
Prioritized: Yes

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

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: The staff has reviewed this Change Order and recommends approval by the City Council.

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

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

CHANGE ORDER FORM

CITY OF GRIMES

Project Title:	Kennybrook Wetland (Landscaping)		
Contractor:	Redbud Landscaping, LLC		
Address:	1208 E 20th Court, Des Moines, IA 50317		
Finance Budget Code:	319-865-6490	***Finance Project #***	0
Vendor Project or Invoice #:	0	***PO #***	0
Original Contract Date:	June 22, 2021	***Vendor #***	3569

Change Order Number: 4

Change Order Date: July 25, 2023

Purpose of Change Order:

Change order adds weed removal and soil prep, installation of oats, and installation of single net straw blanket in a 3,000 sqft area disturbed during basin spillway repairs.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	12.05 TEMP EROSION CONTROL - OATS, NET STRAW BLANKET	LS	1.00	$ 950.00	$ 950.00
2	12.06 OVERSEED, CUSTOM REPAIR MIX, 2 ACRES	LS	1.00	$ 2,600.00	$ 2,600.00
3					$ -
4					$ -
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -
Change Order Number:	**4**	**makes the following adjustments to the contract:**			**$ 3,550.00**

Contractor Accepted: Redbud Landscaping, LLC
Firm Name

Signature

Date 7/14/23

Engineer Approved: Nilles Associates, Inc.
Firm Name

Signature

Date 7/14/23

Owner Accepted: City of Grimes MSA 7-19-23

Signature

Title

Date

Attest for Owner:

Signature

Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 60,130.50
1	June 14, 2022	$ 1,771.00
2	August 23, 2022	$ 3,750.00
3	December 13, 2022	$ 750.00
4	July 25, 2023	$ 3,550.00
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **$ 69,951.50**

Date Printed: 7/13/2023

CITY COUNCIL COMMUNICATION
Meeting Date: 07/25/2023

AGENDA ITEM: Resolution Accepting Public Improvements in M-Keds Home Place Plat 3

BACKGROUND:
The public improvements for water main, sanitary sewer, storm sewer, and street pavement identified within the construction drawings have been completed and in a condition to be accepted by the City and the City engineer has recommended such acceptance.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S): N/A

STAFF RECOMMENDATION:
Staff recommends approval of the Resolution Accepting Public Improvements in M-Keds Home Place Plat 3.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Evann Martin
Assistant Planner
emartin@grimesiowa.gov
515-986-4050

Prepared by: Evann Martin, Assistant Planner
Return to: Evann Martin, Assistant Planner

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

RESOLUTION NO. 07-0923

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN M-KEDS HOME PLACE PLAT 3

WHEREAS, approval of the final plat for M-Keds Home Place Plat 3 and M-Keds Home Place Plat 5 (the "Plat") has previously been given by resolution of the Grimes City Council; and

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

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

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

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

1. That the public improvements in M-Keds Home Place Plat 3, including water mains, sanitary sewer, storm sewer, and street pavement are hereby accepted and incorporated into the respective water main, sanitary sewer, storm sewer, and street systems in the City of Grimes.

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

PASSED AND APPROVED this 25th day of July 2023.

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

CITY OF GRIMES

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

CERTIFICATE OF COMPLETION

M-Keds Home Place Plat 3

Grimes, Iowa

July 25, 2023

This is to certify that the construction improvements on ***M-Keds Home Place Plat 3*** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Tony Hanson
Senior Engineering Technician

CITY COUNCIL COMMUNICATION
Meeting Date: 07/25/2023

AGENDA ITEM: Resolution Accepting Public Improvements in Prairie Business Park II Phase 2

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

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S): N/A

STAFF RECOMMENDATION:
Staff recommends approval of the Resolution Accepting Public Improvements in Prairie Business Park II Phase 2.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Evann Martin
Assistant Planner
emartin@grimesiowa.gov
515-986-4050

Prepared by: Evann Martin, Assistant Planner
Return to: Evann Martin, Assistant Planner

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

RESOLUTION NO. 07-1023

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN PRAIRIE BUSINESS PARK II PHASE 2

WHEREAS, approval of the site plan for Prairie Business Park II (the "Site") has previously been given by the Grimes City Council; and

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

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

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

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

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

PASSED AND APPROVED this 25th day of July 2023.

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

CITY OF GRIMES

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

CERTIFICATE OF COMPLETION

Prairie Business Park II Phase 2

Grimes, Iowa

July 25, 2023

This is to certify that the construction improvements on ***Prairie Business Park II Phase 2*** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Tony Hanson
Senior Engineering Technician

Professional Services Agreements and Amendments

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

CITY COUNCIL COMMUNICATION
Meeting Date: 7/25/23

AGENDA ITEM: SE Jacob Street Reconstruction and Storm Sewer – MSA Professional Services, Inc. Professional Services Agreement Amendment No. 3 for additional construction engineering services.

BACKGROUND: This amendment is for additional construction administration and observation services. The contractor, Reilly Construction (formally Halbrook Excavating), opened the street to traffic on July 7th, which would mark substantial completion. To date, the contractor is 68 calendar days over the 80 working days contract. The contractor is currently working on site restoration, punchlist items and some additional change order work to finish prior to project acceptance. This amendment will cover MSA Professional Services through project closeout.

BUDGETARY CONSIDERATIONS: The total fee proposed for the additional construction engineering services is $32,000.00. Following our review, this appears to be a reasonable fee for this work. The City is also planning to recoup a portion of these additional costs from the contractor as liquidated damages for not meeting substantial completion provisions in the contract.

STRATEGIC PLANNING:
Prioritized: Yes

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

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: The staff has reviewed the Professional Services Agreement Amendment No. 3 and recommends approval by the City Council.

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

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

RESOLUTION TO AMEND CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No. 07-1123

WHEREAS, the City of Grimes (Grimes) entered into a Professional Services Agreement (PSA) with MSA Professional Services, Inc. (MSA) for consulting services for the SE Jacob Street Reconstruction and Storm Sewer project on January 11, 2022; and,

WHEREAS, it was determined that there was a need for additional engineering services to be added to the PSA consisting of additional construction administration and observation; and

WHEREAS, MSA has proposed the attached Professional Services Agreement Amendment that has a scope of work to be supplied by MSA and compensation to be paid by Grimes for their additional consulting services related to the SE Jacob Street Reconstruction and Storm Sewer project; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the PSA Amendment with MSA on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 25th day of July 2023, and approved by the Mayor on the 25th day of July, 2023.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

Amendment No. 3

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

Date of Issuance: July 25, 2023

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

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

Project Name: Jacob Street Reconstruction

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

The Total Cost Not to Exceed for Amendment 3 – Jacob Street Reconstruction Additional Construction Administration and Observation is: **$32,000.00**

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

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files.

CITY OF GRIMES

Scott Mikkelsen
Mayor
Date:_____

Phone: (515) 986-3036

MSA PROFESSIONAL SERVICES, INC.

Nichole Sungren

Nichole Sungren, P.E.
Team Leader
Date: June 29, 2023

Rob Uphoff, P.E.
Public Works Service Line Leader
Date: June 29, 2023

AMENDMENT 3 – ADDITIONAL CONSTRUCTION ADMINISTRATION AND OBSERVATION SERVICES

This amendment is for the additional construction administration and observation services associated with the SE Jacob Street Reconstruction and Storm Sewer project. As of June 24, 2023, the Contractor is 60.5 calendar days over the 80 working day contract. The Contractor anticipates reaching substantial completion by Friday, June 30th. The Contractor will have site restoration, project punchlist work and some additional change order work (retaining wall added by Amendment #2) to complete prior to project closeout. This amendment will cover the work already performed this construction season (2023), as well as the anticipated work until project closeout. Project closeout shall be defined as all improvements ready for final acceptance and the final pay application and change order submitted to council for approval.

SCOPE OF SERVICES

MSA will provide services as set forth below.

1. **Additional Construction Administration and Observation Services**
    - **Construction Administration**
        - Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.
    - **Construction Staking**
        - MSA provided construction staking per the contract terms, along with additional staking as noted below:
            1. At the request of the Contractor, provided additional stakes along SW 6th Street due to paving technique used
            2. At the request of the Contractor and City at SW 3rd Street, provided additional stake to verify the location of the proposed manhole with respect to the curb
    - **Construction Meeting Attendance**
        - MSA attended weekly onsite project construction meetings in Spring 2023.
            1. Weekly onsite meetings are now complete for the project
    - **As-Built Preparation**
        - MSA completed the as-builts for the Construction Season 2022.
        - MSA shall complete the as-builts for the Construction Season 2 (2023).
    - **Pay Application and Change Order Preparation**
        - MSA prepared three (3) pay applications in Spring 2023.
        - Final Pay Application and Final Change Order
            1. MSA shall verify and review final quantities with the Contractor
            2. MSA shall prepare the final pay application
            3. MSA shall prepare the final change order, including the field verification of quantities
    - **Project Closeout Meeting**
        - MSA shall attend one (1) meeting with City staff and the Contractor to discuss the final Pay Application, Change Order and potential LDs for the project
        - MSA will provide the City any documentation required for verification of quantities or work performed by Contractor or working days used
    - **Punchlist Progress Checks**
        - MSA will make four (4) project site visits to monitor and document the progress of the punchlist items
    - **Construction Observation**
        - MSA observed the project construction, including storm installation and paving, during the spring 2023.
        - MSA will observe the installation of the remaining construction items including: subdrain, seeding/mulching and retaining wall construction.

DELIVERABLES

MSA will provide the following deliverables:

1. As-builts per Amendment #1

ITEMS NOT INCLUDED IN AMENDMENT #3 SERVICES

1. Additional Meetings

   Attendance at any such meetings that are not specifically addressed above shall be considered above and beyond the scope of services as identified herein.

2. Additional Site Visits

   Additional site visits to review project progress or to review contractor punchlist progress that are not specifically addressed above shall be considered above and beyond the scope of services as identified herein.

FEE SUMMARY

The Owner will compensate MSA for the Scope of Services listed above as follows:

Total Additional Construction Administration and Observation Services (Hourly Not to Exceed)	**$32,000.00**

ATTACHMENT A:
RATE SCHEDULE

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

REIMBURSABLE EXPENSES

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

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

REIMBURSABLE EXPENSES

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

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

CITY COUNCIL COMMUNICATION
Meeting Date: 7/25/23

AGENDA ITEM: NE Destination Drive & NE Beaverbrooke Boulevard Improvements – Snyder & Associates, Inc. Professional Services Agreement Amendment No. 1 for additional design engineering services.

BACKGROUND: This amendment is for additional design, survey, and bidding services for the extension of NE Destination Dr. from the future roundabout at the intersection of NE Destination Dr. and NE Beaverbrooke Blvd. to NE 18th St. As well as disconnecting the east leg of the NE 18th St. intersection from Iowa Highway 141. This includes removal of the northbound right turn lane, southbound left turn lane, and approximately 700 feet of NE 18th St. The west leg of the intersection will remain open.

This phase was taken out of the original PSA because the adjacent property owner was not on-board with moving forward with the project at that time. Since then, the city has had discussions and with the property owner and agreed to sequencing of the project. The schedule is to design this phase in 2023 and bid it in early 2024 with construction to follow.

Staff is very comfortable in continuing to utilize Snyder for this project.

BUDGETARY CONSIDERATIONS: The total fee proposed for the additional design services is $101,300.00. Following our review, this appears to be a reasonable fee for this work.

STRATEGIC PLANNING:
Prioritized: Yes

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

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: The staff has reviewed the Professional Services Agreement Amendment No. 1 and recommends approval by the City Council.

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

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

RESOLUTION TO AMEND CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No. 07-1223

WHEREAS, the City of Grimes (Grimes) entered into a Professional Services Agreement (PSA) with Snyder & Associates, Inc. (Snyder) for consulting services for the NE Destination Drive & NE Beaverbrooke Boulevard Improvements on September 27, 2022; and,

WHEREAS, it was determined that there was a need for additional engineering services to be added to the PSA consisting of project administration, survey, design, lighting analysis, preparing plats of survey, environmental services, and geotechnical investigation for Phase 3 from NE 18th Street to NE Beaverbrooke Boulevard; and

WHEREAS, Snyder has proposed the attached PSA Amendment that has a scope of work to be supplied by Snyder and compensation to be paid by Grimes for their additional consulting services related to the NE Destination Drive & NE Beaverbrooke Boulevard Improvements; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the PSA Amendment with Snyder on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 25th day of July 2023, and approved by the Mayor on the 25th day of July, 2023.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

SUPPLEMENTAL AGREEMENT FOR ADDITIONAL SERVICES # 1

To: Snyder & Associates, Inc.
2727 SW Snyder Blvd.
Ankeny, IA 50023

Attn: John Haldeman
Phone: 515-964-2020
Fax: 515-964-7938

This is authorization for Snyder & Associates, Inc. to proceed with the following described additional services.

Client: City of Grimes	
Project Name: NE Destination Drive & NE Beaverbrook Boulevard Improvements	
S&A Project Number: 122.1329.01	**Original Agreement Date:** September 27, 2022

DESCRIPTION OF ADDITIONAL SERVICES:

See Attachment 1 for Scope of Services.

Project Administration and Coordination = $14,900

Topographic Survey and Base Drawings = $3,600

Design and Construction Plans Phase 3 = $66,100

Lighting Analysis = $1,000

Plats = $1,500

Environmental Services = $8,200

Geotechnical Investigation = $6,000

☐ Lump Sum in the amount of: $

☒ Hourly plus expenses per original agreement or attached fee schedule, not to exceed budget: $101,300.00

☐ Document attached:

The undersigned, on behalf of the Client, understands and agrees that the services described in this Supplemental are additional services, scope of which is not contained within the original scope of services defined in the original agreement. The Additional Services in this Supplemental are subject to the general conditions contained in the original Professional Services Agreement.

City of Grimes (Client)

(Type or Print Name above line)

By: _____

(Authorized Agent)

Scott Mikkelsen, Mayor

(Printed or typed signature)

Date: 7-25-2023

SNYDER & ASSOCIATES, INC. (Professional)

By: Mark A Land Digitally signed by Mark A. Land, P.E., CFM Date: 2023.07.18 08:27:58 -05'00'

(Authorized Agent)

Mark A. Land, P.E., CFM

(Printed or typed signature)

Date: July 18, 2023

Route executed to: John Haldeman

ATTACHMENT 1 – SCOPE OF SERVICES

NE DESTINATION DRIVE & NE BEAVERBROOKE BOULEVARD IMPROVEMENTS

Replace Section 1 with the following.

I. SCOPE OF WORK

A. GENERAL

The overall PROJECT is described below.

1. The PROJECT will be constructed in three phases as depicted in the exhibit comprising Attachment 4. The improvements along IA 141 and north extension of NE Destination Drive to NE 18th Street (colors green and purple in Attachment 4) are considered Phase 1 of the project and shall be publicly bid by the City.

   The south extension of NE Destination Drive commencing at the existing end of roadway located approximately 1,320-feet north of East 1st Street to north approximately 1,400-feet (color red in Attachment 4) are considered Phase 2 of the project and shall be publicly bid by the City.

   The improvements within and along the Fagen Development (color yellow in Attachment 4) shall be the developer's responsibility to design and construct and are not included in this Scope of Services. These improvements are the third phase and include NE Beaverbrooke Boulevard, the roundabout, and NE Destination Drive from NE Beaverbrooke Boulevard south approximately 1,400-feet.

   The Scope of Services performed by the Consultant shall include the Phase 1 and Phase 2 projects.

2. Phase 1 of the PROJECT includes the northbound right turn lane and southbound dual left turn lanes along IA 141 at the intersection with NE Beaverbrooke Boulevard. The intersection will also include northbound left turn lane improvements, traffic signal improvements, and connecting the east leg of the intersection to the Phase 3 improvements of NE Beaverbrooke Boulevard.

   Phase 1 of the PROJECT includes disconnecting the east leg of the NE 18th Street intersection from IA 141. This includes removal of the northbound right turn lane, southbound left turn lane, and approximately 700 feet of NE 18th Street. The west leg of the intersection will remain open.

Phase 1 of the PROJECT also includes NE Destination Drive from NE Beaverbrooke Boulevard to NE 18th Street as a two-lane urban roadway section with sidewalk and trail along either side. The corridor will include storm sewer, water main, sanitary sewer, pavement markings, signing, and lighting.

3. Phase 2 of the PROJECT includes the construction of NE Destination Drive from the north limits of its current location at approximately 1,320 feet north of East 1st Street to approximately 1,400 feet south of NE Beaverbrooke Boulevard. The construction includes a three-lane urban roadway section with sidewalk and trail along either side. The corridor will include storm sewer, water main, sanitary sewer, pavement markings, signing, and lighting.

   Phase 2 of the PROJECT also includes disconnecting Mid American's driveway from IA 141 and providing a new driveway off of NE Destination Drive.

4. Construction is anticipated to occur over two construction season with Phase 1 beginning first in the fall of 2023.

B. BASIC ENGINEERING SERVICES

The Consultant shall provide the Basic Engineering Services as follows.

1. PROJECT ADMINISTRATION AND COORDINATION

   a. Monthly progress reports.

   b. Monthly billing reports.

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

   d. Project coordination for five (5) project management team meetings between the Consultant and the City to review design, project schedule, cost opinions, and the preliminary and check plans for both Phase 1 and Phase 2 bid sets.

2. TOPOGRAPHIC SURVEY AND BASE DRAWINGS

   The Consultant shall provide topographic and utility survey for the proposed improvements. This service includes:

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

   b. Vertical Datum will be provided using NAVD 88.

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

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

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

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

g. The field survey will include everything within the Phase 1 and Phase 2 project scope including approximately 25' beyond the proposed or existing right-of-way

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

i. Provide known existing utility information based on record information, surface evidence, as-built drawings, and utility company field locates. This service includes contacting Iowa One Call, following Chapter 480 of the Iowa Code, to locate existing public utilities on the site, and performing a field survey locating visible utilities and the location of below grade utility locates by Iowa One Call. Private utility locates are not included with this service and if known will be shown as map location. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees. This service of utilities shown in conjunction with ASCE Standard CI/ASCE 38-02 constitute a Quality Level "C" Subsurface Utility Engineering survey as outlined below.

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

The Consultant will contact the City if a known utility is not being located. The Consultant has assumed 6 (six) potholes will be completed by a sub-consultant to identify potential conflicts with the existing franchise utilities and the proposed PROJECT.

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

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

3. BOUNDARY SURVEY

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

4. TITLE REPORTS

The Consultant shall retain and coordinate the services of an abstractor, who will be a subconsultant to the Consultant, who will prepare Certificates of Title for each parcel adjacent to the PROJECT that requires a permanent easement or acquisition for the PROJECT. Two (2) title reports are anticipated.

5. DESIGN AND PLANS – PHASE 1 AND 2

The Consultant shall perform preliminary design work for both Phase 1 and Phase 2 projects necessary to further define the project scope and order of magnitude construction costs for the PROJECT. The preliminary design and plans shall represent 40% completion of the PROJECT.

Upon receipt of preliminary plan review comments from the City, the Consultant shall prepare and submit a Check Plan set for both Phase 1 and Phase 2 to the City for review and comment. The Consultant will submit an opinion of probable construction costs to the City with 5% construction contingency.

Upon receipt of check plan review comments for both Phase 1 and Phase 2 from the City, the Consultant will submit Bid Documents including standard City of Grimes front end documents for both Phase 1 and Phase 2 to the City. The Consultant will submit an opinion of probable construction costs to the City with no construction contingency. Statements of probable construction costs prepared by the Consultant represent the best judgment as a design consultant familiar with the construction industry.

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

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

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

iii. Roadway plan and profile sheets with horizontal and vertical profiles, roadway ditches, construction limits (D & E-Sheets). The E-sheets shall also include the new driveway into Mid American Energy's facility.

iv. Removal sheets (F-Sheets).

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

vi. Existing and proposed Right-of-Way information (H-Sheets).

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

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

ix. Storm sewer plan and profile sheets (M-Sheets).

x. Sanitary sewer plan and profile sheets (MSA-Sheets).

xi. Water main plan and profile sheets (MWM-Sheets).

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

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

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

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

xvi. Earthwork tabulation sheets (T-Sheets).

xvii. Special detail sheets (U Sheets).

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

6. ROUNDABOUT REVIEW

The Consultant shall perform design reviews of the roundabout at the preliminary and check plan stages. The Consultant shall provide any necessary comments to the City of the roundabout design performed by the developer.

The Consultant shall coordinate with the developer to exchange electronic files, so the Phase 1 and Phase 2 City projects align vertically and horizontally with the developer's Phase 3 project both at the roundabout and the NE Beaverbrooke Boulevard and IA 141 intersection.

7. TRAFFIC SIGNAL DESIGN AND PLANS

The Consultant will design traffic signal modifications for the IA 141 & NE Beaverbrooke Boulevard intersection. Modifications are anticipated to include installation of a new signal pole, relocation of two signal poles, signal head modifications, replacement of signal cabinet, addition of pedestrian accommodations on the north approach, and necessary wiring modifications. The necessary plan sheets will be prepared to account for the signal modifications. The PROFESSIONAL will prepare an application for traffic control device permit as required by the Iowa DOT for the signal modifications.

8. LIGHTING ANALYSIS AND DESIGN

a. The Consultant shall determine proposed light pole locations along NE Destination Drive within the limits of the PROJECT.

b. The Consultant shall perform photometric analysis of the proposed lighting layout.

c. The Consultant shall prepare plan sheets showing the proposed lighting layout and provide to the City for approval. The Consultant will furnish plan sheets to MidAmerican Energy for pricing and installation, as directed by the City.

9. ACQUISITION, EASEMENT, AND VACATION PLATS

The Consultant will provide an updated Acquisition and/or Easement Plat in accordance with the Iowa Code for the above referenced PROJECT. This service includes a certified drawing for each plat at a suitable scale depicting the needs for the PROJECT along with legal descriptions. One original signed Plat will be provided to the City for the recording of the document at the Polk County Recorder's office. Monuments will be set at locations shown on the Acquisition Plat as required by Iowa Code. The estimated budget for these services is based on an estimated unit price as shown in the agreement for each type of plat created and as required by the PROJECT. An estimated number of plats for this PROJECT is shown below:

a.	Acquisition Plats:	2
b.	Permanent Easement Plats:	1
c.	Vacation Plats:	1

10. GEOTECHNICAL INVESTIGATION

Through a subconsultant, the Consultant shall perform the soils and materials testing for soils investigation of the PROJECT. This includes up to six (6) borings at approximately one (1) boring every 500 feet along NE Destination Drive. A geotechnical report will be provided that will consist of soil data, proposed soil treatment, and pavement recommendations.

11. ENVIRONMENTAL SERVICES

a. WETLAND AND STREAM DELINEATION

The Consultant will provide Wetland and Stream Delineation for the above referenced project. The Delineation will be performed during the growing season to determine the upper boundaries of wetland and stream areas at the project site. The Consultant will review United States Geological Survey topographic maps, National Wetland Inventory maps, Soil Survey, and aerial photographs as part of a preliminary data search. On-site visits will be performed during the growing season to gather data pertaining to wetland vegetation, wetland hydrology, and hydric soils. The boundary of each wetland and stream located within the project limits will be surveyed. Field work will be conducted in accordance with procedures outlined in the 1987

US Army Corps of Engineers Wetland Delineation Manual and Regional Supplements. The Consultant will provide copies of the Wetland and Stream Delineation Report summarizing the findings of the data searches and the on-site wetland delineation.

The City will coordinate with the landowners prior to the site visit to ensure access to properties required for field investigation.

b. THREATENED AND ENDANGERED SPECIES REVIEW

The Consultant will coordinate with the state Department of Natural Resources and US Fish and Wildlife Service to determine which state and federally listed species may be present, are known to be present, or have potential habitat at or near the project sites. Using current aerial photography, the Consultant will develop a map identifying potential habitat areas within the project limits. The maps and data from the state and federal agencies will be provided to the City for review.

A windshield survey will be completed in the spring, or earlier at the City's request, to determine the potential for suitable habitat. The survey will also include an inventory of natural and manmade areas. A report summarizing the findings of the site visit, including locations and descriptions of sensitive habitats, habitats with potential for listed species, and listed species identified at the sites will be provided. The report will also include photos and maps of potential habitat and listed species observed.

The Threatened and Endangered Species Review is not intended to be an exhaustive survey identifying state and federally listed species at the project site. The survey will identify areas within the project sites that have the potential for use by state and federally listed species. The report will make recommendations on additional species-specific surveys that should be completed to properly document the presence or absence of listed species. The additional species-specific surveys are beyond the scope of this proposal.

12. UTILITY VERIFICATION TEST HOLES

The Consultant shall provide utility verification test holes using nondestructive digging equipment to establish vertical and horizontal location (Quality Level A) of existing utilities that are potentially in conflict with the proposed improvements. This includes an estimated six (6) utility test holes. Test holes shall be performed prior to check plan submittals.

13. PERMIT FEES AND DIRECT EXPENSES

The Consultant will prepare and apply for any necessary permits required for the construction of the PROJECT, including Iowa DNR Water Main Construction, Iowa DNR Sanitary Sewer Construction, Iowa DNR NPDES, Iowa DOT Traffic Signal, and Iowa DOT Work in ROW. It is anticipated permits shall be required for the Phase 1 and Phase 2 projects.

14. BID PHASE SERVICES (TWO BID LETTINGS)

The Consultant shall perform the following services:

a. Bidding Documents. Both Phase 1 and Phase 2 of the PROJECT will be let by the City, and the Consultant shall supply the necessary Contract Documents for this process. The Consultant shall distribute the Contract Documents to potential bidders via upload to QuestCDN.

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

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

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

CITY COUNCIL COMMUNICATION
Meeting Date: 7/25/23

AGENDA ITEM: GrimesPlex Buildings Field and Laboratory Testing – Terracon Consultants, Inc. Professional Services Agreement.

BACKGROUND: The City of Grimes needs to contract independent field and laboratory testing and International Building Code special inspection services for the construction of the GrimesPlex Buildings project. Terracon Consultants is currently performing these services on the GrimePlex site plan improvements and staff has worked with them before and feels comfortable working with them on this project.

BUDGETARY CONSIDERATIONS: This agreement provides a basis for the costs associated with the testing and observations required for this project. The estimated cost is approximately $28,540.00. This number may go up or down based off the actual testing and observations performed during construction, which are unknown at the beginning of the project's construction phase.

STRATEGIC PLANNING:
Prioritized: Yes

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

BOARD/COMMISSION ACTION(S):

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

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

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

RESOLUTION TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No. 07-1323

WHEREAS, the City of Grimes (Grimes) needs to contract for independent field and laboratory testing and International Building Code special inspection services for the GrimesPlex Buildings project; and,

WHEREAS, the engineering firm of Terracon Consultants, Inc. (Engineers), has substantial experience in field and laboratory testing, and is qualified to provide consulting services relating to the required testing and special inspections for said project; and,

WHEREAS, Engineers have proposed the attached Standard Professional Services Agreement that has a scope of work to be supplied by the Engineers and compensation to be paid by Grimes for their consulting services related to the GrimesPlex Buildings field and laboratory testing and special inspections;

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

Passed by the City Council of the City of Grimes, Iowa, by a vote of ___to___ on the 25th day of July 2023, and approved by the Mayor on the 25th day of July, 2023.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

July 17, 2023

City of Grimes IA
City Hall
101 North Harvey Street
Grimes, Iowa 50111

Attn: Matt Ahrens

Re: Proposal for Materials Testing and Special Inspection Services
Grimes Plex Facilities
Grimes, Iowa
Terracon Proposal No. P08231210

Dear Mr. Ahrens:

As requested, Terracon Consultants, Inc. (Terracon) is submitting this proposal for completion of materials testing and International Building Code (IBC) Special Inspection services for the referenced project. This proposal outlines our understanding of the project and scope of services, provides a fee schedule and estimated cost for our services, and presents our Agreement for Services.

As you know, Terracon provided geotechnical engineering services for the project in 2021 (Terracon Project No. 08215116-01). As such, we believe we are in a unique position to provide the material testing and special inspection services for the project. We believe our experience, work on the project as the Geotechnical Engineer, and commitment to responsive quality service will continue to make Terracon a valuable asset to the project.

1.0 PROJECT INFORMATION

Project documents available for review at the time of this proposal include:
- Project plans and specifications dated April 25, 2023
- Terracon Consultant's Geotechnical Engineering Report dated August 24, 2022

We understand that the project consists of:
- Construction of two Concessions/Restroom Buildings, one Maintenance Building and two Trash Enclosure structures

The structures will be founded on:
- Trash Enclosures: Trench-type shallow foundations
- Buildings: Continuous footings with formed cast-in-place foundation walls

The structural framing will be comprised of:
- Steel columns
- Wood roof deck and framing

- Structural masonry walls
- Reinforced concrete

Also included as part of the construction will be:

- Concrete pavements/walks adjacent to buildings

2.0 SCOPE OF SERVICES

2.1 Field and Laboratory Services

Terracon will provide employees appropriately trained and equipped to respond to the testing and special inspection needs of this project as scheduled by the client or your designated representative. Based on our review of the project plans and specifications, we understand the scope of the on-call services includes:

- Earthwork observation and compaction testing
  - Floor slab and pavement subgrade preparation
  - Foundation wall backfill

- Laboratory soil/aggregate testing
  - Standard Proctors
  - Atterberg limits
  - Relative densities

- Shallow foundation excavation observation and testing
  - Excavations will be checked for bearing, cleanliness and geometry
  - Excavation bottoms at select locations will be evaluated using manual sampling and testing techniques to a maximum depth of about 2 to 3 feet below bearing level
  - Foundation soil conditions will be compared to information provided in the geotechnical report for this project to determine if suitable bearing conditions exist

- Reinforced concrete special inspection
  - Document the size, length, quantity, cleanliness, and lap length of reinforcing bars used
  - Observe and document methods of concrete placement (i.e. conveyance and consolidation) and protection
  - Anchor bolt placement

- Portland cement concrete testing
  - Casting of cylinders and performing temperature, slump & air content testing
  - Laboratory compressive strength testing of cylinders

- Structural masonry special inspection
  - Inspection of structural masonry construction grout lift height, grout space cleanliness, reinforcing steel placement and grout consolidation

- Sampling mortar and grout for compressive strength testing per the unit strength method

- Wood framing special inspection
  - Sheathing/Roof Diaphragm: location, type, thickness, connection, correct type screws/nails – number, spacing, length
  - Truss/Joist Anchorage: location, type, connection, blocked, correct type screws/nails – number, spacing, length

- Project Management
  - Attend pre-construction meetings and periodic project meetings at Client's request
  - Supervision of laboratory and field services
  - Preparation and review of project reports and monthly invoices

If we have misunderstood any aspect of the proposed project, please advise us at once so we can evaluate the scope of services and make any necessary adjustments. We will confirm your request by sending you a short supplement form that states the additional services, making them part of the original agreement.

2.2 Scheduling

Terracon's services will be performed on an as-requested basis with scheduling by the client or the client's designated representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Services should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis which may require changes in personnel assigned to the project. For instances of short-notice requests, personnel may have to be utilized which have a higher rate than those normally assigned; this higher cost would be passed on to the client.

All requests for services should be submitted to Terracon Dispatch at the following phone number: (515) 557-3838.

We recommend the scope of work described in this proposal be provided to the person(s) responsible for scheduling our services, so they are aware of the services that are proposed.

2.3 Test Data Collection and Reporting

All field technicians are responsible to provide a daily report identifying what work was found to be in compliance with the project specifications and drawings and report any non-conformances. The field technicians are required to immediately communicate any non-conformances to the site superintendent and our Project Manager. Effective and timely communication is essential for non-conforming items. Our Project Manager will be responsible to review each technician's reports and to keep non-conformance lists up to date and communicate all test results to the client.

2.4 Report Turnaround Time

Our Project Managers and field technicians will report failing tests or non-conformance items immediately to the designated parties and will have digitally-signed reports distributed within 24 hours of service. By utilizing our patented software and our field reporting and communication capabilities, the test results and inspection information gathered will be quickly entered into our system and a report produced. Non-deviation reports will be digitally signed and distributed, within 5 days of service. Our reports can be sent digitally via email, posted to our Client Document Website (CDW), or posted to a designated ftp website.

2.5 Terracon's Incident and Injury-Free Culture

Employee safety is a core value of Terracon and we are committed to an Incident and Injury-Free (*IIF*) workplace. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective. Terracon dedicates the time, resources, and equipment necessary for an IIF environment and no employee will be required to work in unsafe conditions. Conducting our work safely means conducting our work in the only acceptable way.

3.0 COMPENSATION

Fees for services provided will be based on the attached Fee Estimate. You will be invoiced on a periodic basis for services performed and/or as authorized or requested by you or your designated representative.

Based on our review of the referenced documents, our estimated cost to perform the proposed scope of services is $28,540. A breakdown of our cost is provided in the attached Cost Estimate. For the purposes of developing this estimate, the quantities were estimated based on typical means and methods by contractors/subcontractors in this area.

A 3-hour minimum charge will apply to all field services; however, when possible multiple services will be provided during the same visit. Field services time will be rounded up to the nearest 0.5 hour. Expedited service charges may apply to all field services (per trip) with less than 8 business-hours' notice and all rush laboratory services.

It should be noted the client would be billed only for the amount of service provided, i.e. Terracon will not bill for the total budget if the total booked is less than the budget. Please note this is only a budget estimate and not a not-to-exceed price. Many factors, including those out of our control, such as weather and the contractor's schedule, implementation of RFI's and/or ASI's, and how often we are called to the site to test, will dictate the final fee for our services. Our cost estimate does not include retesting/re-inspection, stand-by time, or overtime rates.

4.0 AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning it along with this proposal to Terracon. **Reports may not be issued until the signed Agreement has been received by Terracon.** This Agreement, including the limitations it contains, shall constitute the exclusive terms, conditions, and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date.

Upon acceptance of our proposal, we request a preconstruction meeting with all pertinent parties to review project documents (plans, specifications, geotechnical reports, etc.) and set project expectations (e.g. project schedule and milestones, exchange contact information, etc.).

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call the undersigned if you have any questions or comments regarding this proposal.

Sincerely,
Terracon Consultants, Inc.

Steven J. Kostal
Senior Project Manager

Michael L. Sampson
Materials Department Manager

Copies to: Addressee (1 pdf)

Attachments: Fee Estimate
Agreement for Services

Fee Estimate

Materials Services
GrimesPlex Facilities
Terracon Proposal No. P08231210

DESCRIPTION	RATE	QUANTITY / UNITS	TRIPS	TOTAL QUANTITY	TOTAL
1.0 EARTHWORK OBSERVATION & TESTING					
1.1 Foundation Wall Backfill & Floor Slab Subgrades					
Testing Technician	$ 65.00	3 hours	7	21	$ 1,365.00
Company Mileage (Travel)	$ 40.00	7 trips		7	$ 280.00
Nuclear Gauge (Equipment)	$ 50.00	7 days		7	$ 350.00
Sub Total					**$ 1,995.00**
1.2 Pavement/Sidewalk Subgrades					
Testing Technician	$ 65.00	3 hours	4	12	$ 780.00
Company Mileage (Travel)	$ 40.00	4 trips		4	$ 160.00
Nuclear Gauge (Equipment)	$ 50.00	4 days		4	$ 200.00
Sub Total					**$ 1,140.00**
Earthwork Total					**$ 3,135.00**
2.0 FOUNDATION EXCAVATION OBSERVATION & TESTING					
Special Inspector	$ 75.00	3 hours	12	36	$ 2,700.00
Company Mileage (Travel)	$ 40.00	12 trips		12	$ 480.00
Sub Total					**$ 3,180.00**
3.0 REINFORCED CONCRETE SPECIAL INSPECTION					
Special Inspector	$ 75.00	2 hours	19	38	$ 2,850.00
Sub Total					**$ 2,850.00**
4.0 PORTLAND CEMENT CONCRETE TESTING					
4.1 Foundations & Foundation Wall Pours					
Testing Technician	$ 65.00	1 hours	16	16	$ 1,040.00
Compressive Strength of 4" x 8" Cylinder	$ 25.00	80 tests		80	$ 2,000.00
Company Mileage (Travel)	$ 40.00	16 trips		16	$ 640.00
Sub Total					**$ 3,680.00**
4.2 Floor Slab Pours					
Testing Technician	$ 65.00	1 hours	3	3	$ 195.00
Compressive Strength of 4" x 8" Cylinder	$ 25.00	15 tests		15	$ 375.00
Company Mileage (Travel)	$ 40.00	3 trips		3	$ 120.00
Sub Total					**$ 690.00**
4.3 Pavement/Sidewalk Pours					
Testing Technician	$ 65.00	3 hours	5	15	$ 975.00
Compressive Strength of 4" x 8" Cylinder	$ 25.00	25 tests		25	$ 625.00
Company Mileage (Travel)	$ 40.00	5 trips		5	$ 200.00
Sub Total					**$ 1,800.00**
4.4 Concrete Sample Pick-ups					
Testing Technician	$ 65.00	1 hours	15	15	$ 975.00
Company Mileage (Travel)	$ 40.00	15 trips		15	$ 600.00
Sub Total					**$ 1,575.00**
Portland Cement Testing Total					**$ 7,745.00**
5.0 STRUCTURAL MASONRY SPECIAL INSPECTION					
Special Inspector	$ 75.00	3 hours	20	60	$ 4,500.00
Compressive Strength of 3x6 inch Grout Prism	$ 25.00	8 tests		8	$ 200.00
Compressive Strength of 2 inch Mortar Cube or 3 inch cylinder	$ 25.00	6 tests		6	$ 150.00
Company Mileage (Travel)	$ 40.00	20 trips		20	$ 800.00
Sub Total					**$ 5,650.00**
6.0 WOOD FRAMING SPECIAL INSPECTION					
Senior Engineering Technician	$ 105.00	4 hours	3	12	$ 1,260.00
Company Mileage (Travel)	$ 40.00	3 trips		3	$ 120.00
Sub Total					**$ 1,380.00**
7.0 PROJECT MANAGEMENT					
Senior Project Manager	$ 150.00	22 hours		22	$ 3,300.00
Senior Engineer	$ 150.00	3 hours		3	$ 450.00
Dispatch/Laboratory Manger	$ 85.00	10 hours		10	$ 850.00
Sub Total					**$ 4,600.00**
TOTAL					**$ 28,540.00**

Reference Number: P08231210

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Grimes IA ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the GrimesPlex Facilities project ("Project"), as described in Consultant's Proposal dated 05/03/2023 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($2,000,000 occ / $4,000,000 agg); (iii) automobile liability insurance ($2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability ($5,000,000 occ / agg); and (v) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant:	**Terracon Consultants, Inc.**	Client:	**City of Grimes IA**
By:	Michael J Sampson Date: **7/17/2023**	By:	Date:
Name/Title:	**Michael L Sampson / Construction Services Manager**	Name/Title:	**Matt Ahrens /**
Address:	**600 SW 7th St, Ste M** **Des Moines, IA 50309-4508**	Address:	**City Hall 101 N Harvey St** **Grimes, IA 50111**
Phone:	**(515) 244-3184** Fax: **(515) 244-5249**	Phone:	**(515) 986-4050** Fax:
Email:	**Michael.Sampson@terracon.com**	Email:	**mahrens@grimesiowa.gov**

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

CITY COUNCIL COMMUNICATION
Meeting Date: 7/25/23

AGENDA ITEM: GrimesPlex Buildings – SVPA Architects, Inc. Professional Services Agreement Amendment No. 1 for additional design services.

BACKGROUND: This amendment is for additional design services to be added consisting of modifications to the north and south concession buildings to accommodate kitchen equipment for food preparation and serving. These changes were required once the restaurant owner was identified for operation of the concession buildings.

BUDGETARY CONSIDERATIONS: The total fee proposed for the additional design services is $16,500.00. Following our review, this appears to be a reasonable fee for this work.

STRATEGIC PLANNING:
Prioritized: Yes

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

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: The staff has reviewed the Professional Services Agreement Amendment No. 1 and recommends approval by the City Council.

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

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

RESOLUTION TO AMEND CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No. 07-1423

WHEREAS, the City of Grimes (Grimes) entered into a Professional Services Agreement (PSA) with SVPA Architects, Inc. (SVPA) for consulting services for the GrimesPlex Buildings on December 13, 2022; and,

WHEREAS, it was determined that there was a need for additional design services to be added consisting of modifications to the north and south concession buildings to accommodate kitchen equipment for food preparation and serving; and

WHEREAS, SVPA has proposed the attached PSA Amendment that has a scope of work to be supplied by SVPA and compensation to be paid by Grimes for their additional consulting services related to the GrimesPlex Buildings; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the PSA Amendment with SVPA on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 25th day of July 2023, and approved by the Mayor on the 25th day of July, 2023.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

SVPA ARCHITECTS
www.svpa-architects.com
Phone 515.327.5990
1466 28th Street, Suite 200
West Des Moines, Iowa 50266

Project: #22038 GrimesPlex - Grimes, Iowa

Amendment No.1

June 29, 2023

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

RE: Amendment No.1 to AIA B101 Agreement for Concession Equipment Change

Dear Alex,

The City of Grimes identified a restaurant owner to operate the two concession areas for the GrimesPlex near the end of construction documents. The City then directed the Design Team to work with the restaurant owner which required changes to both the north and south concession buildings to accommodate kitchen equipment for food preparation and serving. The City agreed to have each design consultant track time related to the concession equipment changes on an hourly basis. The concession changes were issued for pricing to the general contractor, Edge Commercial on June 22, 2023.

In accordance with the AIA Document B101 Standard Form of Agreement Between Owner and Architect we are submitting this Amendment No. 1 with a summary of the proposed Architect's and Engineer's Additional Services. SVPA Architect's hourly fees were $7,250 and IMEG's Engineering hourly fees were $9,250 for a total additional fee of **$16,500**.

Based on this information, the Stipulated Sum listed in Article 11.1.1 shall be amended from $225,000 to Two Hundred and Forty-one Thousand and Five Hundred Dollars **($241,500)**. If this fee amendment is acceptable, please sign below and return a copy to our office as our Notice to Proceed. Please contact me with any questions or concerns. Thank you for this opportunity to continue to be of service.

Sincerely,

Thad N. Long, AIA
Vice President

Accepted By:_____

Name & Title:_____

Date:_____

CC: Meaghn Vogl, SVPA
Brian Becker, City of Grimes
Kevin Greene, Sporting Facilitie

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

CITY COUNCIL COMMUNICATION
Meeting Date: 7/25/23

AGENDA ITEM: WRA Grimes Connector – Veenstra & Kimm, Inc. Professional Services Agreement Amendment No. 4 for additional construction engineering services.

BACKGROUND: This amendment is for additional construction engineering services. The WRA Grimes Connector project is broke up into 4 contracts, with Contracts 1 & 2 nearing completion, Contract 3 lagging a little behind and Contract 4 coming in last place. Contract 3 has experienced schedule delays and Contract 4 has experienced schedule and equipment delivery delays. V&K has done an excellent job of keeping track of all 4 of these projects and making sure they are heading towards the finish line. They also have charged the city a lower than normal fee percentage for design, bidding and construction services, even including the additional fee requested with this amendment. V&K has assessed where all the contracts are on the project and feels this amendment will cover them through total project closeout.

BUDGETARY CONSIDERATIONS: The total fee proposed for the additional construction engineering services is $306,900.00. Following our review, this appears to be a very reasonable fee for this work. A review of the status of the WRA SRF loan was conducted and this additional engineering fee can be covered by the contingencies in the overall loan amount. There may also be an opportunity to recoup a portion of these additional costs as liquidated damages for not meeting substantial completion provisions in a couple of the contracts.

STRATEGIC PLANNING:
Prioritized: Yes

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

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: The staff has reviewed the Professional Services Agreement Amendment No. 4 and recommends approval by the City Council.

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

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

RESOLUTION TO AMEND CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No. 07-1523

WHEREAS, the City of Grimes (Grimes) entered into a Professional Services Agreement (PSA) with Veenstra & Kimm, Inc. (V&K) for consulting services for the WRA Grimes Connector project on February 26, 2019; and,

WHEREAS, it was determined that there was a need for additional consulting services to be added to the PSA consisting of additional construction engineering services; and

WHEREAS, V&K has proposed the attached Professional Services Agreement Amendment that has a scope of work to be supplied by V&K and compensation to be paid by Grimes for their additional consulting services related to the WRA Grimes Connector project; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the PSA Amendment with V&K on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 25th day of July, 2023, and approved by the Mayor on the 25th day of July, 2023.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF GRIMES, IOWA
WRA CONNECTOR
ADDITIONAL CONSTRUCTION ENGINEERING SERVICES

THIS FOURTH AMENDMENT TO AGREEMENT, made this 25th day of July, 2023, by and between the **CITY OF GRIMES, IOWA**, hereinafter referred to as the **City**, party of the first part, and **VEENSTRA & KIMM, INC.** of West Des Moines, Iowa, a corporation organized and existing under the laws of the State of Iowa, hereinafter referred to as the **Engineers**,

WHEREAS, in an Agreement dated February 26, 2019 the City retained the services of the Engineers to provide planning, design and construction related engineering services for the WRA Grimes Connector, and

WHEREAS, in the Third Amendment to Agreement approved on December 14, 2021 the fee for engineering services during construction was established with said amendment being approved prior to the bidding and start of construction of the Project, and

WHEREAS, the construction of the four construction contracts as part of the WRA Grimes Connector is now approaching a time when the completion of the Project can be better ascertained, and

WHEREAS, it has been determined that during construction of the Project the duration of the construction contracts was longer than anticipated due to a variety of conditions, including contractor schedules and equipment delivery dates, and

WHEREAS, the City and Engineers agree it would be appropriate to adjust the maximum fee for engineering services during construction to reflect the cost of engineering services, and

WHEREAS, the cost for the additional engineering services was included within the overall SRF construction loan for the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the Agreement dated February 26, 2019 as amended on September 22, 2020, October 27, 2020, and December 14, 2021 be further amended by the following modifications to wit:

1. Under **6. COMPENSATION** delete Paragraph "C" from the Third Amendment to Agreement in its entirety and substitute the following:

   "C. The fee for Phase 3 – Construction engineering services under this Agreement shall be on the basis of the Engineers standard hourly fees for personnel actually engaged in the project, plus reimbursement for direct out of pocket expenses. The maximum fee for engineering services during construction shall not exceed the sum of One Million Two Hundred Six Thousand Nine Hundred and 00/100 Dollars ($1,206,900.00).

2. Except as amended herein the Agreement dated February 26, 2019, as amended, shall remain in full force and effect.

The undersigned do hereby covenant and state that this Third Amendment to Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Third Amendment to Agreement nor have any of the above been implied by or for any party to this Third Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names on the date first written above.

CITY OF GRIMES, IOWA

By_____
Mayor

ATTEST:

By_____
City Clerk

VEENSTRA & KIMM, INC.

By_____
H. R. Veenstra Jr., Project Manager

ATTEST:

By Patti Jass-Roth

VEENSTRA & KIMM, INC.
HOURLY RATES BY EMPLOYEE CLASSIFICATION
2023

Management I	$220.00
Management II	210.00
Process Engineer I	235.00
Client Services I	221.00
Client Services II	135.00
Client Services III	107.00
Client Services IV	85.00
Client Services V	80.00
IT I	175.00
IT II	116.00
IT III	75.00
Funding Specialist I	121.00
Funding Specialist II	105.00
Engineer I-A	220.00
Engineer I-B	201.00
Engineer I-C	193.00
Engineer I-D	186.00
Engineer II-A	179.00
Engineer II-B	170.00
Engineer III-A	160.00
Engineer III-B	155.00
Engineer III-C	150.00
Engineer IV	143.00
Engineer V	136.00
Engineer VI	128.00
Engineer VII	122.00
Engineer VIII	117.00
Engineer IX	110.00
Engineer X	97.00
Engineer XI	87.00
Engineer XII	80.00
Design Technician I	126.00
Design Technician II	111.00
Design Technician III	99.00
Architect I	174.00
Architect II	153.00
Architect III	137.00
Planner I	142.00
Planner II	98.00
Planner III	89.00
Drafter IA	122.00
Drafter IB	114.00
Drafter II	109.00
Drafter III	102.00
Drafter IV	95.00
Drafter V	85.00

Drafter VI	75.00
Drafter VII	65.00
Clerical I	90.00
Clerical II	80.00
Clerical III	70.00
Clerical IV	61.00
Clerical V	52.00
Construction Engineer I	205.00
Construction Engineer II	127.00
Construction Engineer III	115.00
Construction Engineer IV	98.00
Surveyor I	148.00
Surveyor II	129.00
Technician I	110.00
Technician II	99.00
Technician III	91.00
Technician IV	86.00
Technician V	80.00
Technician VI	72.00
Technician VII	65.00
Technician VIII	55.00
Technician IX	46.00
Building Inspector I	199.00
Building Inspector I-A	140.00
Building Inspector II	109.00
Building Inspector III	86.00
Accounting I	179.00
Accounting II	130.00
Accounting III	115.00
Accounting IV	90.00
Accounting V	83.00

REIMBURSABLES AND EQUIPMENT RATES

GPS / Robotics	35.00
Tablet	45.00
Fluoroscope	50.00
4-Wheeler	50.00
Drone	75.00
Mileage	IRS Rate

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

CITY COUNCIL COMMUNICATION
Meeting Date: 7/25/2023

AGENDA ITEM: NE Beaverbrooke Boulevard and IA 141 Intersection Improvements – Setting the dates for the bid letting and public hearing.

BACKGROUND: The action that is in front of the council is to set the bid letting and public hearing dates for the NE Beaverbrooke Boulevard and IA 141 Intersection Improvements. The proposed schedule for this project is to set the dates for the bid letting and public hearing on July 25th, hold the bid opening on August 15th @ 10:30 AM, hold the public hearing on August 22nd at 5:30 PM and award the project following the public hearing.

This project includes turn lane and signal improvements at the intersection of NE Beaverbrooke Boulevard and Iowa Highway 141. This project is scheduled to have an early start date of September 4, 2023, and a late start date of April 15, 2024 and reach substantial completion by seventy-five working days with full completion within ten working days after substantial completion. The project includes $1,000/calendar day liquidated damages for non-compliance with substantial completion provisions and $500/calendar day for non-compliance with full completion provisions.

BUDGETARY CONSIDERATIONS: The engineer's opinion of probable construction cost is estimated to be approximately $1,573,500.00. This project will be funded through developer contributions via TIF reimbursements and grant money from the Iowa DOT.

STRATEGIC PLANNING:
Prioritized: Yes

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

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: The staff recommends that the City Council approves the resolution to set the bid letting date of August 15th @ 10:30 AM and public hearing date of August 22nd @ 5:30 PM.

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

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE NE BEAVERBROOKE BOULEVARD AND IA 141 INTERSECTION IMPROVEMENTS AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 07-1623

RESOLUTION ORDERING CONSTRUCTION OF THE NE BEAVERBROOKE BOULEVARD AND IA 141 INTERSECTION IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the NE Beaverbrooke Boulevard and IA 141 Intersection Improvements; and

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

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

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

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the NE Beaverbrooke Boulevard and IA 141 Intersection Improvements, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out

in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

> The NE Beaverbrooke Boulevard and IA 141 project includes intersection improvements to provide an east leg to the intersection. The project includes a northbound right turn lane, a southbound dual left turn lane, a northbound dual left turn lane extension, and new traffic signals. The project also consists of earthwork, storm sewer, sidewalk pavement, signing, pavement markings, traffic control, erosion control, and final surface restoration.

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

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a Notice to Bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to August 15, 2023, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Administrator or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on August 22, 2023, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish Notice of Hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on August 22, 2023.

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

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

NE BEAVERBROOKE BOULEVARD AND IA 141 INTERSECTION IMPROVEMENTS

CITY OF GRIMES, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the **City of Grimes, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated total cost for the **NE Beaverbrooke Boulevard and IA 141 Intersection Improvements** project at its meeting at **5:30 P.M. on the 22nd day of August, 2023,** in the City Council Chambers, Grimes Community Complex, 410 SE Main Street, Grimes, Iowa, 50111.

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:30 A.M.** according to the clock in the Grimes City Hall on the **15th day of August, 2023,** at the reception desk in Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened by the City Clerk and bids tabulated at **10:30 A.M. on the 15th day of August, 2023,** in said Grimes City Hall, 101 NE Harvey Street. Bids will be considered by the City of Grimes City Council at its meeting at **5:30 P.M. on the 22nd day of August, 2023,** in said City Council Chambers, 410 SE Main Street. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than September 4, 2023 and no later than April 15, 2024,** and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in late August 2023.

Contract Documents

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

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

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

Preference of Products and Labor

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

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

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

General Nature of the Public Improvement

NE BEAVERBROOKE BOULEVARD AND IA 141 INTERSECTION IMPROVEMENTS

The NE Beaverbrooke Boulevard and IA 141 project includes intersection improvements to provide an east leg to the intersection. The project includes a northbound right turn lane, a southbound dual left turn lane, a northbound dual left turn lane extension, and new traffic signals. The project also consists of earthwork, storm sewer, sidewalk pavement, signing, pavement markings, traffic control, erosion control, and final surface restoration.

Bid Security

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

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

Performance, Payment, and Maintenance Bond

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

Title VI Compliance

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

Payment

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

Sales Tax Exemption

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

Completion of Work

The Contractor shall substantially complete the overall project within **seventy five (75) working days.** Substantial completion for the overall project shall be defined as all utility, grading, pavement, and traffic signal construction completed, with the streets and sidewalks fully open to traffic**.** Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **One Thousand Dollars ($1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

Should the Contractor choose to commence construction in the fall of 2023, working days will be suspended over the winter months. Suspension of working days will begin after the project site has been successfully winterized, all lanes are open to traffic, and approved by the City. Should the Contractor complete all construction work except for the traffic signals and any work associated to the traffic signals due to the long lead times, suspension of working days will be allowed.

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

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

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

Dated at Grimes, Iowa, this **25th day of July 2023.**

_____

Scott Mikkelsen, Mayor

ATTEST:

_____

Rochelle Williams, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **26th day of July, 2023.**

Published in a newspaper with local circulation the **8th day of August, 2023.**

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

CITY COUNCIL COMMUNICATION
Meeting Date: 7/25/2023

AGENDA ITEM: S James Street and SE 11th Street Improvements – Setting the dates for the bid letting and public hearing.

BACKGROUND: The action that is in front of the council is to set the bid letting and public hearing dates for the S James Street and SE 11th Street Improvements. The proposed schedule for this project is to set the dates for the bid letting and public hearing on July 25th, hold the bid opening on August 15th @ 10:30 AM, hold the public hearing on August 22nd @ 5:30 PM and award the project following the public hearing.

This project includes the reconstruction of S James Street from approximately 950 feet north of 19th Street to just south of SE 2nd Street and construction of SE 11th Street from approximately 900 feet east of S James Street to approximately 500 feet west of S James Street. This project is scheduled to have an early start date of September 11, 2023 and a late start date September 30, 2023 and reach substantial completion of Stages 1-5 by November 22, 2024 with full completion by May 16, 2025; and Stages 6-10 by November 21, 2025 with full completion by May 15, 2026. The project includes $1,500/calendar day liquidated damages for non-compliance with substantial completion provisions and $750/calendar day for non-compliance with full completion provisions.

BUDGETARY CONSIDERATIONS: The engineer's opinion of probable construction cost is estimated to be approximately $11,400,000.00. This project will be funded through bonded funds allocated in the current Capital Improvements Program.

STRATEGIC PLANNING:
Prioritized: Yes

*High-Performing Organization/Exception Professional Services_X__

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: The staff recommends that the City Council approves the resolution to set the bid letting date of August 15th @ 10:30 AM and public hearing date of August 22nd @ 5:30 PM.

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

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE S JAMES STREET AND SE 11TH STREET IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 07-1723

RESOLUTION ORDERING CONSTRUCTION OF THE S JAMES STREET AND SE 11TH STREET IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the S James Street and SE 11th Street Improvements; and

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

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

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

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the S James Street and SE 11th Street Improvements, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The S James Street and SE 11th Street Improvements project includes reconstruction of S James Street from approximately 950 feet north of 19th Street to just south of SE 2nd Street and construction of SE 11th Street from approximately 900 feet east of S James Street to approximately 500 feet west of S James Street. The project also consists of earthwork, two

RCB culverts, PCC sidewalk pavement, water main, storm sewer, sanitary sewer, new traffic signalization, and other associated work generally located between SE 19th Street and SE 1st Street.

The improvements include construction of approximately 50,700 CY of earthwork, 6,500 LF of RCP storm sewer between 15-inch diameter and 54-inch diameter, 65 storm sewer structures, 380 LF of 8-inch diameter sanitary sewer, 1 sanitary manhole, 1,750 LF of 8-inch water main, 3,900 LF of 16-inch water main, 238 LF of precast 8'x4' RCB culvert with precast headwalls, 249 LF of cast-in-place Twin 8'x4' RCB culvert with cast-in-place headwalls, 950 SY of 7-inch PCC pavement, 28,110 SY of 9-inch PCC pavement, 6,780 SY of PCC sidewalk and trail, 3,190 SY of PCC driveways, 4,230 LF of 2-in HDPE conduit, 4,950 LF of fiber optic removal and reinstallation, traffic signalization, subgrade preparation, modified subbase, subdrain, pavement removal, traffic control, pavement markings, erosion control, and miscellaneous associated work necessary to complete the project.

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

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a Notice to Bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to August 15, 2023, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Administrator or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on August 22, 2023, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish Notice of Hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on August 22, 2023.

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

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

S James Street and SE 11th Street Improvements

CITY OF GRIMES, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the **City of Grimes, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract) and estimated total cost for the **S James Street and SE 11th Street Improvement** project at its meeting at **5:30 P.M.** on the **22nd day of August, 2023,** in the City Council Chambers, Grimes Community Complex, 410 SE Main Street, Grimes, Iowa, 50111.

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:30 A.M.** according to the clock in the Grimes City Hall on the **15th day of August, 2023,** at the reception desk in Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened by the City Clerk and bids tabulated at **10:30 A.M.** on the **15th day of August, 2023,** in said Grimes City Hall, 101 NE Harvey Street. Bids will be considered by the City of Grimes City Council at its meeting at **5:30 P.M.** on the **22nd day of August, 2023,** in said City Council Chambers, 410 SE Main Street. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than September 11, 2023 and no later than September 30, 2023** and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in September 2023.

Contract Documents

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

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

Paper copies of the Contract Documents are available from Foth, 8191 Birchwood Court, Suite L, Johnston, IA 50131. You must call Foth at 515-254-1393 in advance to reserve a paper copy.

Preference of Products and Labor

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

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

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

General Nature of the Public Improvement

S James Street and SE 11th Street Improvements

The S James Street and SE 11th Street Improvements project includes reconstruction of S James Street from approximately 950 feet north of 19th Street to just south of SE 2nd Street and construction of SE 11th Street from approximately 900 feet east of S James Street to approximately 500 feet west of S James Street. The project also consists of earthwork, two RCB culverts, PCC sidewalk pavement, water main, storm sewer, sanitary sewer, new traffic signalization, and other associated work generally located between SE 19th Street and SE 1st Street.

The improvements include construction of approximately 50,700 CY of earthwork, 6,500 LF of RCP storm sewer between 15-inch diameter and 54-inch diameter, 65 storm sewer structures, 380 LF of 8-inch diameter sanitary sewer, 1 sanitary manhole, 1,750 LF of 8-inch water main, 3,900 LF of 16-inch water main, 238 LF of precast 8'x4' RCB culvert with precast headwalls, 249 LF of cast-in-place Twin 8'x4' RCB culvert with cast-in-place headwalls, 950 SY of 7-inch PCC pavement, 28,110 SY of 9-inch PCC pavement, 6,780 SY of PCC sidewalk and trail, 3,190 SY of PCC driveways, 4,230 LF of 2-in HDPE conduit, 4,950 LF of fiber optic removal and reinstallation, traffic signalization, subgrade preparation, modified subbase, subdrain, pavement removal, traffic control, pavement markings, erosion control, and miscellaneous associated work necessary to complete the project.

Bid Security

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

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

Performance, Payment, and Maintenance Bond

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

Title VI Compliance

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

Payment

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

Sales Tax Exemption

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

Completion of Work

The Contractor shall substantially complete work associated with **Stages 1-5** of the project prior to **November 22nd, 2024.**

The Contractor shall substantially complete work associated with **Stages 6** of the project within **twenty-five (25) calendar days.**

The Contractor shall substantially complete work associated with **Stages 7** of the project within **sixty (60) calendar days.**

The Contractor shall substantially complete work associated with **Stages 8a** of the project within **sixty (60) calendar days.**

The Contractor shall substantially complete work associated with **Stages 8b** of the project within **thirty (30) calendar days.**

The Contractor shall substantially complete work associated with **Stages 9** of the project within **thirty (30) calendar days.**

The Contractor shall substantially complete work associated with **Stages 6-10** of the project prior to **November 21st, 2025.**

Calendar Days will be counted for each stage individually and will begin on the day the segment of roadway associated with each stage is closed to traffic. If work for individual stages overlap, associated Calendar Day counts will overlap accordingly.

Substantial completion shall be defined as all utility, grading, pavement, and traffic signal construction .completed, with the streets, driveways, and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work within the designated timeframes and dates, liquidated damages of **One Thousand Five Hundred Dollars ($1,500.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete work for **Stage 1-5** prior to the **May 16th, 2025**. The Contractor shall fully complete work **Stage 6-10 and the overall project** prior to **May 15th, 2026**. Full completion for the overall project shall be defined as all improvements, including restoration and seeding, ready for final acceptance. Should the Contractor fail to fully complete the work by these dates, liquidated damages of **Seven Hundred and Fifty ($750.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

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

Dated at Grimes, Iowa, this **25th day of July, 2023.**

_____

Scott Mikkelsen, Mayor

ATTEST:

_____

Rochelle Williams, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **26th day of July, 2023.**

Published in a newspaper with local circulation the **8th day of August, 2023.**

CITY COUNCIL COMMUNICATION
Meeting Date: 07/25/2023

AGENDA ITEM: Resolution on Notice and Intent to Vacate Certain Public Alley in Block 7, Town of Grimes and Setting Public Hearing

BACKGROUND:
With the anticipated development of 212 SE Main Street, a portion of the existing public alley between SE 2nd Street and SE 3rd Street is planned to be vacated to better suit the existing and proposed development. As part of future platting of the property at 212 SE Main Street, public and private ingress/egress easements will be established to maintain the existing traffic patterns through the site. Upon completion of the vacation process, the subject portion of alley will become privately owned, rather than City-owned.

As such, with any disposal of public property, a public hearing must be held before doing so.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S): N/A

STAFF RECOMMENDATION:
Staff recommends approval of the Resolution.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Evann Martin
Assistant Planner
emartin@grimesiowa.gov
515-986-4050

Prepared by: Evann Martin, Assistant Planner
Return to: Evann Martin, Assistant Planner

RESOLUTION NO. 07-1823

RESOLUTION ON NOTICE AND INTENT TO VACATE CERTAIN PUBLIC ALLEY IN BLOCK 7, TOWN OF GRIMES AND SETTING PUBLIC HEARING

WHEREAS, the City of Grimes is the holder of certain public alley within city limits located in Block 7, Town of Grimes, namely:

A PART OF THE ALLEY LOCATED WESTERLY OF AND ADJOINING TO LOTS 11 THROUGH 13, ALL IN BLOCK 7, IN THE TOWN OF GRIMES, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 4, SAID BLOCK 7; THENCE SOUTH 89°42'18" EAST, 16.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE SOUTH 00°14'55" WEST ALONG THE WEST LINE OF SAID LOTS 11 THROUGH 13, A DISTANCE OF 66.62 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE NORTH 89°55'28" WEST, 16.00 FEET TO THE EAST LINE OF SAID LOT 4; THENCE NORTH 00°14'55" EAST ALONG SAID EAST LINE, 66.68 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES (1,066 SQUARE FEET).

WHEREAS, the City of Grimes intends to terminate and dispose of said alley interests in accordance with Section 364.7 of the Iowa Code; and

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

SECTION 1. That pursuant to Iowa Code Sections 354.23 and 364.7, a public hearing shall be held on August 22, 2023, at 5:30 p.m. at the Grimes Community Complex 410 SE Main Street regarding the proposal to vacate the above-described public alley.

SECTION 2. That the City Clerk is hereby authorized and directed to publish and give notice of the public hearing on this matter as provided by law.

PASSED AND APPROVED this 25th day of July 2023.

_____

Scott Mikkelsen, Mayor

ATTEST:

_____

Rochelle Williams, City Clerk

NOTICE OF PUBLIC HEARING FOR THE CITY OF GRIMES TO CONSIDER VACATING CERTAIN PUBLIC ALLEY IN BLOCK 7, TOWN OF GRIMES

NOTICE IS HEREBY GIVEN that the City Council of the City of Grimes, Iowa, will meet at the Grimes Community Complex, 410 SE Main Street, in the City of Grimes, Iowa, at 5:30 p.m. on the 22nd day of August, 2023, at which time and place the City Council will hold a public hearing on a proposed Resolution Vacating Certain Alley in Block 7, Town of Grimes. Such Resolution is entitled as follows:

RESOLUTION ON NOTICE AND INTENT TO VACATE CERTAIN PUBLIC ALLEY IN BLOCK 7, TOWN OF GRIMES AND SETTING PUBLIC HEARING

For all the particulars of the proposed easement vacation, see the proposed Resolution entitled as set forth above now on file at the Grimes City Hall with the City Clerk of the City of Grimes.

All interested persons may appear at the public hearing and at such time and place the Grimes City Council will consider any objections to the proposed Resolution and give all interested persons an opportunity to be heard. This Notice is given by order of the City Council of the City of Grimes, Iowa.

Exhibit A

A PART OF THE ALLEY LOCATED WESTERLY OF AND ADJOINING TO LOTS 11 THROUGH 13, ALL IN BLOCK 7, IN THE TOWN OF GRIMES, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 4, SAID BLOCK 7; THENCE SOUTH 89°42'18" EAST, 16.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE SOUTH 00°14'55" WEST ALONG THE WEST LINE OF SAID LOTS 11 THROUGH 13, A DISTANCE OF 66.62 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE NORTH 89°55'28" WEST, 16.00 FEET TO THE EAST LINE OF SAID LOT 4; THENCE NORTH 00°14'55" EAST ALONG SAID EAST LINE, 66.68 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES (1,066 SQUARE FEET).

INDEX LEGEND

LOCATION: PART OF ALLEY, BLOCK 7, ORIGINAL TOWN OF GRIMES, GRIMES, POLK COUNTY, IOWA

REQUESTOR: CITY OF GRIMES

PROPRIETOR: CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111-2051

SURVEYOR: MICHAEL A. BROONER

COMPANY: CIVIL DESIGN ADVANTAGE

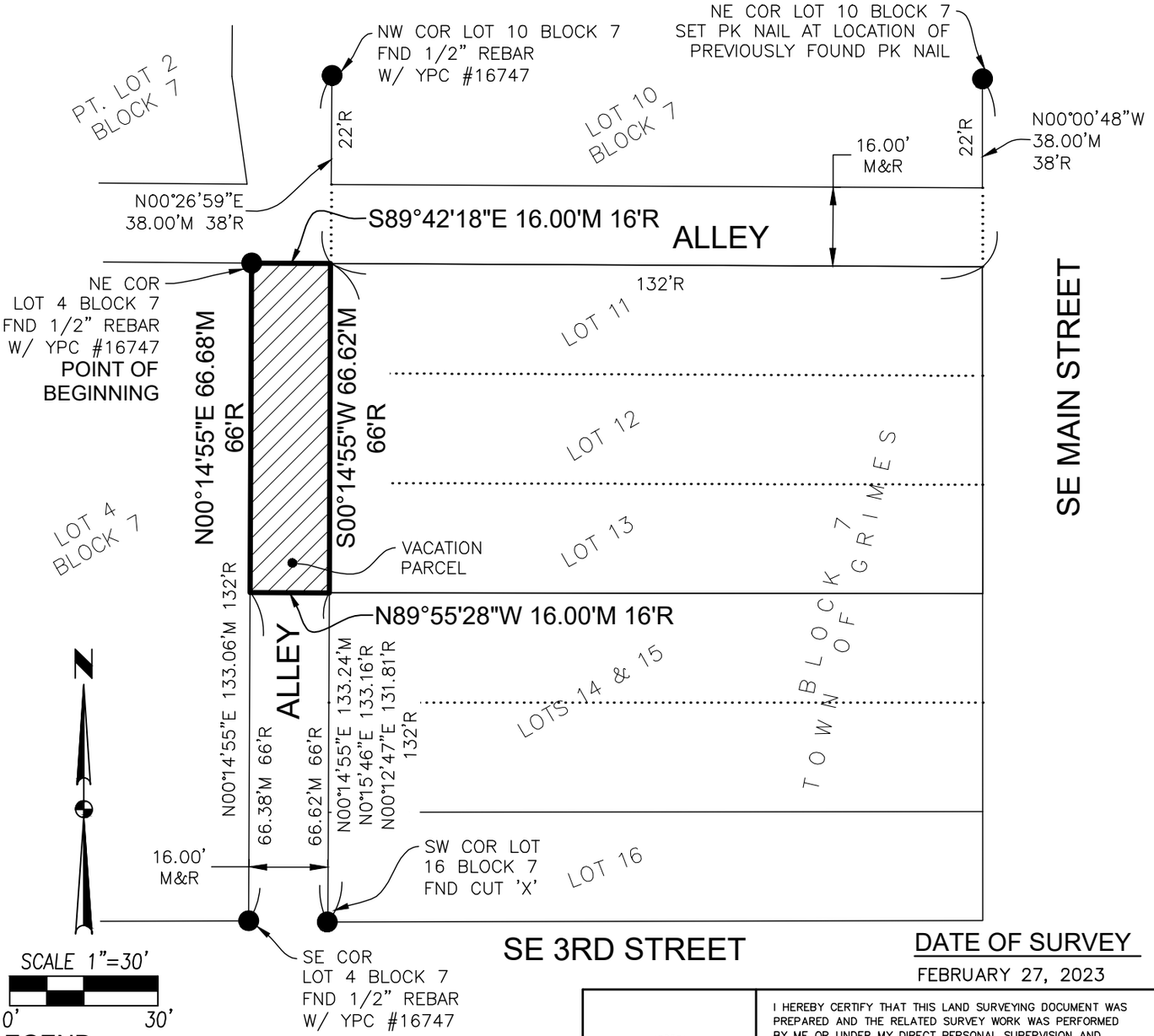
PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: 515-369-4400

VACATION PLAT

LEGAL DESCRIPTION

A PART OF THE ALLEY LOCATED WESTERLY OF AND ADJOINING TO LOTS 11 THROUGH 13, ALL IN BLOCK 7, IN THE TOWN OF GRIMES, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 4, SAID BLOCK 7; THENCE SOUTH 89°42'18" EAST, 16.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE SOUTH 00°14'55" WEST ALONG THE WEST LINE OF SAID LOTS 11 THROUGH 13, A DISTANCE OF 66.62 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE NORTH 89°55'28" WEST, 16.00 FEET TO THE EAST LINE OF SAID LOT 4; THENCE NORTH 00°14'55" EAST ALONG SAID EAST LINE, 66.68 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES (1,066 SQUARE FEET).



DATE OF SURVEY

FEBRUARY 27, 2023

LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW PLASTIC CAP#15980 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
CENTERLINE		
SECTION LINE		
EASEMENT LINE		

LICENSED PROFESSIONAL LAND SURVEYOR
MICHAEL A. BROONER
15980
IOWA

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

MICHAEL A. BROONER, P.L.S. — 3-14-2023 DATE

LICENSE NUMBER 15980
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET

FILE: H:\2023\2302124\DWG\2302124-VACATION PLAT.DWG
FILE DATE: 3/14/23 DATE PLOTTED: 3/14/2023 1:50 PM
PLOTTED BY: JOSH MACKIE:

GRIMES CITY COUNCIL COMMUNICATION
Meeting Date: 07/25/2023

AGENDA ITEM: Approval of the GrimesPlex Concession Agreement with Destination Grille.

BACKGROUND: 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.

BUDGETARY CONSIDERATIONS:

Fee schedule:
Beginning July 1, 2024 – June 30, 2029 - $3,333.33 monthly ($40,000 annually)

Beginning July 1, 2029 – June 30, 2034 - $5,000.00 monthly ($60,000 annually)

Renewal fee schedule:
Beginning July 1, 2034 - June 30, 2039 - $5,833.33 monthly ($70,000 annually)

Beginning July 1, 2039 – June 30, 2044 - $6,666.66 monthly ($80,000 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 _____

STAFF RECOMMENDATION:
Staff recommends approval of the GrimesPlex Concession Agreement with Destination Grille.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Brian Becker: (515)986-2143

Prepared by:___Brian Becker_____
Return to:____Brian Becker_____

RESOLUTION APPROVING THE CONCESSION LEASE AGREEMENT FOR GRIMESPLEX CONCESSION MANAGEMENT

Grimes Resolution No. 07-1923

WHEREAS, the City of Grimes Parks and Recreation Department (Grimes) has determined a need to hire a business to manage the concession stand 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

WHEREAS, DG proposes the attached agreement consisting of payment to Grimes covering the rental fee of the GrimesPlex concession stands 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 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 25th day of July 2023, and approved by the Mayor on the 25th day of July 2023.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

GRIMESPLEX
CONCESSION AGREEMENT
2024 - 34

THIS CONCESSION AGREEMENT made and entered into this 25th day of July, 2023, by and between the CITY OF GRIMES, IOWA, hereinafter called "CITY," whose address for the purpose of this agreement is Grimes, and Destination Grille LLC "CONCESSIONAIRE or "CA" whose address for the purpose of this agreement is 2491 E. 1st Grimes, IA; Attn: Mark Hanrahan.

WHEREAS, the CITY, for the convenience of the public patronizing the athletic complexes and parks, desires to contract for the operation of the concessions for the sale of food, beverages and confections at the multi-sports complex known as "GrimesPlex", located at 1000 NE Heritage Drive, Grimes, Iowa ; and

WHEREAS, CONCESSIONAIRE is desirous of obtaining such concessions.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, it is agreed by and between the parties as follows:

I. LENGTH OF AGREEMENT

This agreement shall be in effect from the date executed by both parties (the "Commencement Date") until June 30, 2034 (the "Termination Date"). Each party shall have an option to renew for one (1), ten (10) year period on the terms and conditions set forth in this agreement upon written notice to the other party later than 90 days prior to Termination Date. Each party may accept or decline the other party's renewal notice within thirty (30) days of the offer to renew. Failure of the party receiving the renewal notice to respond to the offer within thirty (30) days shall be considered a declination of the offer.

II. CITY OBLIGATIONS

A. Exclusive Right

Commencing on the Commencement Date, CITY grants CONCESSIONAIRE the exclusive right to provide food, beverages (including beer, canned alcohol and wine if properly licensed) and confections at the GrimesPlex. City agrees to post a sign prohibiting outside food or beverages at the GrimesPlex. CONCESSIONAIRE shall have the exclusive right to use of the two concession stands space and access to a utility room at the GrimesPlex for storage of cleaning supplies.

CA may bring in licensed and insured third-party food and beverage vendors to the GrimesPlex. If the third-party vendors are to utilize areas at the GrimesPlex outside of the concession buildings, including the parking lots, the CA will obtain prior written approval from the City as to the third-party vendor locations, such approval not to be unreasonably withheld. CITY shall not receive any additional compensation for sales by third party vendors outside the concession buildings. The third-party vendors be considered contractors of CA, and not the CITY.

CA shall also be able to sell merchandise at the concession stands including hats, shirts, jackets, and other apparel items.

B. Use of Facilities

1. Utilities

The CITY shall furnish and pay for all public utilities including electric, water and telephone and fiber optic communications incurred in the use and operation of the concession area, storage area and the GrimesPlex .

2. Custodial Services

The CITY shall provide custodial care at the GrimesPlex including trash collecting and removal and cleaning of the rest room facilities. The CONCESSIONAIRE shall empty all trash within the interior of the concession area at the end of each business day. If CA or third-party vendors utilize outdoor areas of the GrimesPlex pursuant to permission granted under Section II(a) of this Agreement, the CA and/or third-party vendor will remove all trash generated by their business operation and return to area to normal.

3. Building Repairs

The CITY shall keep the GrimesPlex in good and presentable condition, with all maintenance, repairs, and replacements being the sole obligation of the CITY. Ordinary wear and tear is anticipated by the parties, but the CA agrees to be financially responsible for equipment or building damage directly attributable to its employees.

III. CONCESSIONAIRE OBLIGATIONS

A. Consideration

1. The fixed rent will be $40,000.00 per year from later of the Commencement Date or June 2024 until the Termination Date, as may be extended. In July 2029 – June 2034 the rental fee will increase to a total of $60,000.00 per year. If the agreement is extended by 10 (ten) year renewal the total rent per year will increase to $70,000.00 from July 2034 – June 2039 and from July 2039 – June 2044 the rental fee will increase to $80,000.00 per year.

As consideration for the payment of rent, CA expects the Soccer Fields to have leagues and tournaments to generate revenue. In the event of a force majeure event such as Covid or unforeseeable shutdown of the GrimesPlex facility or tournaments, CA shall have the option to give written notice to CITY and stop monthly payments and all CA business operations at GrimesPlex until such tournaments resume. Should the CA give notice of suspension and payments under this section, the CITY may sell concessions until the CA renews business operations. The CITY shall use its best efforts to maximize the number of tournaments and participants.

2. Payment

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

Fee schedule:
Beginning July 1, 2024 – June 30, 2029 - $3,333.33 monthly ($40,000 annually)
Beginning July 1, 2029 – June 30, 2034 - $5,000.00 monthly ($60,000 annually)

Renewal fee schedule:
Beginning July 1, 2034 -June 30, 2039 - $5,833.33 monthly ($70,000 annually)
Beginning July 1, 2039 – June 30, 2044 - $6,666.66 monthly ($80,000 annually)

B. Products

The CONCESSIONAIRE shall operate and maintain a concession operation at the GrimesPlex to provide for the sale of all drinks, confections, and food commonly available in such places and consistent with the laws and licensing of the State of Iowa and City of Grimes, and the regulations of the Grimes Parks and Recreation Board.

1. Limitations

The CITY reserves the right to prohibit or restrict the use or sale of products and/or packaging that it deems to be hazardous to humans or animals. Further, the CITY reserves the right to prohibit or restrict the use or sale of items it deems to be thematically inappropriate, in poor taste for a family audience or of poor quality. Beverages shall be served in cans, plastic bottles or paper cups; no glass bottles shall be permitted to sold, served, or leave the CA business area.

2. Price List

The CONCESSIONAIRE shall file a price list for all items sold and services for which there is a charge in the exercise of this agreement with the Parks and Recreation Board.

3. Accessibility to Concessions

a. Hours of Operation

The CONCESSIONAIRE shall operate the concessions during all official game times the facility is scheduled to be open unless prior approval to close the concession is obtained from the Parks and Recreation Director, or his or her designee

b. Availability to Public

It is expressly understood and agreed that the GrimesPlex is a public recreational facility open to the public and the CONCESSIONAIRE shall have no right to restrict or prohibit the use of the facility or charge a fee for its use or any facilities therein, except as set forth in this Agreement.

c. Control of Facilities

The CONCESSIONAIRE expressly understands and agrees that the CITY acting by and through the Grimes Park and Recreation Board shall retain control and supervision of the GrimesPlex. The CONCESSIONAIRE shall observe and obey all Park and Recreation Board and facility rules and regulations now in effect or those which might hereafter are promulgated, provide that such rules do not materially interfere with CA's right under this Agreement, and if thought to do so, CA will provide a written rational to CITY Park Director for reconsideration by the Park and Recreation Board. Furthermore, the CITY shall have the right to enter any area used by the CONCESIONAIRE for the purpose of making alterations, improvements, repairs, or to make periodic inspections of the concessions as to cleanliness and operation, provided that if such repairs prohibit CA from operating in the concession area for more than five (5) consecutive days, the fixed rent shall abate until repairs completed.

C. Licenses and Permits

The CONCESSIONAIRE shall abide by all applicable federal, state, and local laws, ordinances, rules and regulations and obtain all licenses and permits in a timely fashion.

D. Staffing

1. Supervision

The CONCESSIONAIRE shall employ and identify to the CITY one person at the GrimesPlex who shall be responsible for the supervision of all staff of the CONCESSIONAIRE. This supervisor, or a designee charged with the same responsibility, shall be on duty at the concession during all hours the concession is open to the public. The name and cell phone number of the on-duty supervisor shall be supplied to the CITY's Park Director or his or her designee. CA supervision shall ensure the orderliness of activities so as not to permit any unlawful or disorderly conduct on the premises. CONCESSIONAIRE shall assist the CITY in the enforcement of all rules and regulations of the Parks and Recreation Board and the facility and ordinances of the City of Grimes. The CONCESSIONAIRE represents that adequately trained personnel will supervise its activities pursuant to this Agreement, and the CONCESSIONAIRE will observe, and cause its officers, employees, subcontractors and those it brings onto the facility to observe all safety rules for the facility and activity. The CONCESSIONAIRE acknowledges that the CITY, has no duty to and will not provide supervision of the CA's activities.

2. Dress and Demeanor

The CONCESSIONAIRE shall ensure that his or her employees present themselves in a neat, clean, and courteous manner at all times.

3. Independent Contractor

The CA is an independent contractor and not a CITY employee. All of the CA's owners, officers and employees are part of the CA's independent contractor organization, and not employees of the CITY. The CA agrees to pay all of the CA officer and employee salaries, insurance benefits and tax withholdings, and to maintain all workers compensation insurance coverages mandated by Iowa law on CA's officers and employees. Proof of

workers compensation coverage will be provided to the CITY's Park Director or his or her designee.

G. Buildings and Grounds

1. Cleanliness

The CONCESSIONAIRE shall conduct the concessions in a sanitary and credible manner, keeping the concession building and storage areas, and contiguous areas in a tidy, clean and presentable condition at all times.

2. Maintenance

The CONCESSIONAIRE shall maintain at its own expense equipment purchased directly by CA. The CITY shall maintain all equipment it has purchased for the concession buildings including HVAC, electrical, coolers, and freezers.

3. Alterations or Improvements

The CONCESSIONAIRE shall make no structural improvements to the concession buildings without the written approval of the CITY. The CONCESSIONAIRE shall submit such plans and specifications to the CITY for CITY's approval as the property owner and in compliance with legal construction requirements. Any such alterations, additions, or improvements shall become the property of the CITY upon completion.

H. Accident Reports

The CONCESSIONAIRE shall report all injuries to patrons on the form supplied by the CITY. The original of this completed form shall be filed with the CITY within three days of the date of the injury.

IV. GENERAL PROVISIONS

A. Damage to Facility

If the facility, concession or storage areas, or any portion thereof or improvements thereto, are partially damaged by fire or other casualty and can be repaired or rebuilt within sixty (60) days from the happening of said damage, CITY shall close the premises so damages can be repaired as soon as reasonably possible and CONCESSIONAIRE shall not have the right to terminate this Agreement, but shall, as soon as reasonably possible after such damage has been repaired, continue its operation subject to the provisions herein contained. If the concession or storage area or any portion thereof is damaged or destroyed by fire or other casualty so that CONCESSIONAIRE cannot conduct its business, and if the concession or storage area cannot be repaired or rebuilt within sixty (60) days from the happening of said damage or destruction, then CONCESSIONAIRE at its election shall have the right to cancel this Agreement by giving written notice to CITY at any time within thirty (30) days after said damage or destruction. If CONCESSIONAIRE so elects to cancel this Agreement, it shall immediately surrender the concession and storage areas, paying such amounts as may be due up to the time of the damage or destruction. CONCESSIONAIRE shall thereafter be relieved from any obligation under the terms of this Agreement. If, however, such damage or destruction as mentioned above is caused in any way whatsoever by reason of any act or omission of CONCESSIONAIRE or its

employees, then this Agreement shall continue in full force and effect and CONCESSIONAIRE shall repair at its own cost and expense the building and structure so damaged, subject to the approval of the CITY. Upon the failure of CONCESSIONAIRE to make such repairs within 30 days of the damage, CITY may repair any damage, and the CONCESSIONAIRE agrees to reimburse CITY in the amount of such costs and expenses of the repair or reconstruction.

In no event shall CITY be liable to CONCESSIONAIRE for any damages resulting to CONCESSIONAIRE from the happening of any fire, storm, tornado, lightning, wind or other casualty or from the repair or reconstruction of the GrimesPlex facility or any part thereof or from the termination of this Agreement as herein provided.

B. Encumbrances and Liens

Neither CONCESSIONAIRE nor anyone claiming by, though, or under CONCESSIONAIRE shall have the right to file or place any mechanic's lien or any other lien of any kind of character whatsoever, upon the GrimesPlex facility or improvements thereon, and notice is given that no contractor, subcontractor, or anyone else who may furnish any material service, or labor for any improvements, alterations, repairs, or any part thereof shall at any time be or become entitled to any lien thereon. For the further financial security of the CITY, CONCESSIONAIRE covenants and agrees to give actual notice thereof in advance to any and all contractors and subcontractors who may furnish or agree to furnish any such material or labor.

C. Assignment

The CONCESSIONAIRE shall not assign this Agreement to any other party without first obtaining the written consent of CITY, which shall not be unreasonably withheld. CA may sell CA's entire business to a third party and such sale shall not terminate this agreement. Each and every covenant and agreement contained shall extend to and be binding upon the respective successors, heirs, administrators, and assigns of the parties hereto. CONCESSIONAIRE shall have no right to lease the GrimesPlex concession buildings, real property or any of the GrimesPlexProject storage areas.

D. Modification

CONCESSIONAIRE is granted only such rights and privileges as are explicitly set out in this Agreement. None of the covenants, provisions, terms, or conditions of this Agreement to be kept or performed by CITY or CONCESSIONAIRE shall be in any manner modified, waived, or abandoned, except by a written instrument duly approved and signed by both parties and delivered to the CITY and CONCESSIONAIRE. This Agreement contains the whole agreement of the parties.

E. Rights and Remedies

The various rights, powers, options, elections, and remedies of either party provided in this Agreement shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies, or priorities allowed either party by law and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any unremedied, unsatisfied, or undischarged.

F. Notices, Communication

All complaints by CITY with regard to the operation of the concessions included in this Agreement shall be directed in writing to CONCESSIONAIRE by the Park and Recreation Director or his or her designee. Notices as provided for in this Agreement shall be given to the respective parties hereto at the respective addresses designated on page one of this Agreement unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this Agreement when sent, addressed as above designated, by the United States mail and so deposited in a United States mailbox.

G. Insurance and Indemnification

The CONCESSIONAIRE shall purchase and maintain the insurance coverages, limits, waivers and endorsements set forth in Attachment 1 attached hereto to protect the CONCESSIONAIRE and the City of Grimes, Iowa, as an additional named insured throughout the duration of this concession agreement and while any obligations remain unsatisfied. The Concessionaire agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Grimes, Iowa, its elected and appointed officials, employees and volunteers and other working on behalf of the City as provided for in Attachment 1. The CONCESSIONAIRE will provide proof of current insurance under this Section to the Park Director or his or her designee.

H. Personal or Business Property

All personal or business property in the concession and storage areas shall be stored or left there at risk of the CONCESSIONAIRE, and CITY shall not be liable for any damage or loss, either to person or property, sustained by CONCESSIONAIRE or CONCESSIONAIRE'S employees or agents for such personal or business property.

I. Real Estate Taxes

CA shall not be responsible for any real estate taxes related to the City property. CITY and CONCESSIONAIRE agree that there is no intent to establish a tax liability on either party under the terms of this Agreement that does not exist under law. If a tax liability accrues to either party as the result of the terms of this Agreement, this Agreement shall be subject to termination or renegotiation.

J. Bankruptcy

If CONCESSIONAIRE shall become insolvent or be declared bankrupt or CONCESSIONAIRE'S personal or real property shall come into the possession of any receiver, assignee or other officer acting under an order of any court, then CITY shall have the right to terminate this Agreement.

K. Discrimination

The CONCESSIONAIRE agrees to operate this concession in compliance with all applicable federal, state, and local civil rights laws, specifically free from discrimination the basis of age, race, religion, creed, color, sex, national origin, ancestry, sexual orientation, or disability, and all applicable provisions of the Grimes Municipal Code.

L. Contract Language

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

M. Termination

1. Upon termination of this Agreement and any renewal thereof, the CONCESSIONAIRE will surrender and deliver the concession and storage areas in good and clean condition, except for the effects of ordinary wear and tear, depreciation arising from lapse of time or damage without fault of CONCESSIONAIRE.

2. CITY may cancel or terminate this agreement and terminate all obligations hereunder without forfeiture, waiver, or release of CITY's rights to any sum of money due or to become due under the provisions of this Agreement, if any of the events constituting a default listed below shall occur:

a. CONCESSIONAIRE fails to pay in whole the amount of rent provided under Article III(A) for a period of ten (10) days after written notice of a past due account; or

b. CONCESSIONAIRE fails to commence immediately to keep and perform any of its other obligations and agreements within twenty (20) days after receipt of written notice; or

c. CONCESSIONAIRE fails to continue with due diligence to complete any of its obligations, covenants, and agreements herein after performance is commenced.

3. CITY shall have all additional rights and remedies as may be provided to landlords by law.

4. The acceptance of compensation by CITY for any period or periods after termination shall not be deemed a waiver of any right on the part of CITY to terminate this Agreement.

5. CITY may exercise such rights of termination and cancellation as provided herein by written notice to CONCESSIONAIRE after passage of the applicable time period provided herein.

6. Upon termination, all of CONCESSIONAIRE's rights and privileges and CITY's obligations shall cease and all improvements made by CONCESSIONAIRE upon the facility shall remain in or upon the facility and shall become the property of CITY.

O. Additional Provisions

1. City shall purchase, install and own equipment as outlined in the schedule below for EACH of the two (2) concession buildings. This equipment shall include:

   a. Interior and exterior lighting including adequate power outlets for equipment.

   b. Fiber optic wiring with Wi-Fi extenders that adequately reaches the outside seating area.

   c. FRP and stainless steel on walls as needed.

   d. Two wet sinks.

   e. Microwave and shelving.

   f. Walk in cooler.

   g. Freezer and refrigerator units.

   h. Beer beverage coolers.

   i. Tables.

   j. Storage shelving.

   k. All outside seating.

2. CA will maintain and regularly clean the equipment listed in Section O(1). CITY shall have its own janitorial services clean the bathrooms and any meeting rooms.

3. LED Signage – CA shall be able to install electronic menu boards at the front of the concession stands. In addition – CA shall be able to place portable LED display trailer within the footprint of the concession stand to showcase menu items, and show marketing videos, live sports games and game videos, and provide general entertainment programming for the enjoyment of the guests. CA shall pay for, own, and maintain these LED screens.

4. Use of Gators, Golf Carts, ATV's – CA may use their own Gators, golf carts or ATV motorized vehicles on the GrimesPlex sidewalks and parking areas for delivery of food and personnel between concession buildings, and concession sales. CA agrees

that the operation of these motor vehicles must be done safely, accepts responsibility for any injuries that may result from operation of these motor vehicles, and understands that CITY may limit this section's contract privilege unilaterally with written notice if an injury occurs. CA may sell food and beverage in any area outdoor area of the GrimesPlex with prior approval of the Parks Director or his or her designee, which approval shall not be unreasonably withheld.

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

CITY OF GRIMES, IOWA

_____

City of Grimes
Scott Mikkelsen - Mayor

CONCESSIONAIRE

_____

Destination Grille LLC
Mark Hanrahan - President

ATTEST:

_____

Rochelle Williams, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this ___ day of _____, 2023, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared SCOTT MIKKELSEN and ROCHELLE WILLIAMS, to me personally known, and who, being by me duly sworn did state that they are the Park and Recreation Director and City Clerk, respectively, of City of Grimes, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of City of Grimes, Iowa, by authority contained in section 2-736 of the Municipal Code of the City of Grimes, and that SCOTT MIKKELSEN and ROCHELLE WILLIAMS acknowledged the execution of the instrument to be the voluntary act and deed of City of Grimes, Iowa, by it and by them voluntarily executed.

_____

Notary Public in the State of Iowa

STATE OF IOWA)
) ss
COUNTY OF POLK)

On this 7 day of July, 2023, before me the undersigned, Notary Public in and for the State of Iowa, personally appeared MARK HANRAHAN to me known to be that person named in and who executed the foregoing instrument, and acknowledged that he is the President of Destination Grille, LLC and that he executed the instrument by his voluntary act and deed.

_____

Notary Public in the State of Iowa

NOTARIAL SEAL IOWA
RACHEL S MORGAN
Commission Number 828885
My Commission Expires
December 10, 2023

ATTACHMENT 1

STANDARD INSURANCE AND INDEMNIFICATION REQUIREMENTS

(Concession - Minor)

1. GENERAL PROVISIONS

The CONCESSIONAIRE shall purchase and maintain insurance to protect the CONCESSIONAIRE and the City of Grimes, Iowa throughout the duration of the Contract. Said insurance shall be provided by an insurance company(ies), "admitted" and "nonadmitted" to do business in the State of Iowa having no less than an A.M. Best Rating of "B+". All policies shall be written on a per occurrence basis, unless otherwise approved by the City, and in form and amounts and with companies satisfactory to the City of Grimes, Iowa. Certificates of Insurance confirming insurance coverage shall be submitted to the City prior to Contract execution or commencement of any work or services.

The City of Grimes, Iowa hereby reserves the right to revise and enforce the requirements in this Attachment over the term of this Contract but only after providing CONCESSIONAIRE at least sixty (60) days advance written notification of any such change.

2. INSURANCE REQUIREMENTS

A. **Worker's Compensation Insurance** - at Statutory Limits and **Employer's Liability Insurance** with limits of not less than $100,000 each accident for Bodily Injury by Accident, $100,000 each accident for Bodily Injury by Disease, and $500,000 policy limit for Bodily Injury by Disease. This requirement is waived if the CONCESSIONAIRE is exempt from obtaining such coverage under Chapter 85 of the Code of Iowa.

B. **Commercial General Liability Insurance** - with limits of liability not less than $1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) *Contractual Liability*, (b) *Premises and Operations*, (c) *Products and Completed Operations*, (d) *Independent Contractors Coverage*, (e) *Personal and Advertising Injury* and (f) *Explosion, Collapse and Underground (XCU)*.

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by the standard ISO form Commercial General Liability Policy (CG 0001 with standard exclusions, or a non-ISO equivalent form). Any additional exclusions shall be submitted with the Certificate of Insurance and shall be subject to the review and approval of the City.

C. **Automobile Liability Insurance** – with limits of liability of not less than $1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. *If the CONCESSIONAIRE does not own any vehicles, coverage is required on non-owned and hired vehicles*. This requirement is waived if the CONCESSIONAIRE agrees, in writing, that CONCESSIONAIRE'S vehicles will be parked in public parking areas adjacent to the City's concession facility. If CONCESSIONAIRE'S Gators, golf carts, or ATV's are not covered

under this insurance, CONCESSIONAIRE must show that these devices are insured under the Section 2(B) of Attachment 1.

D. **Umbrella/Excess Liability Insurance** – Liability Insurance requirements may be satisfied by a combination of primary and Umbrella/Excess Liability Insurance. *If Umbrella/ Excess Liability Insurance does not follow form of primary policies,* the Umbrella/Excess Liability Insurance policy shall include the same endorsements as required on the primary policy(ies).

E. **Responsibility For The Property Of Others** – CONCESSIONAIRE shall assume full responsibility for all loss or damage from any cause whatsoever to any property brought onto City Property that is owned or rented by CONCESSIONAIRE, or any of CONCESSIONAIRE'S employees, agents, subcontractors, suppliers or their employees

F. **Subcontractors** –CONCESSIONAIRE shall require that any of its agents and subcontractors satisfy insurance requirements 2.A through 2.D. CONCESSIONAIRE shall also require that CONCESSIONAIRE be named an Additional Insured on those insurance policies satisfying requirements 2.B. through 2.D above. CONCESSIONAIRE shall be responsible for receiving and reviewing Certificates of Insurance of any of its agents, subcontractors (*City will not review this requirement*).

G. **Additional Insured & Contractual Liability** - City **SHALL NOT be named or included** as an Additional Insured, **BUT all liability insurance policies shall include** Contractual Liability, *including cost of defense and settlement*, and a General Liability Insurance policy definition of "Insured Contract" that includes indemnification of a municipality (*the same as or equal to that included in ISO CG 0001*).

H. **Cancellation** - **All policies shall include** a Cancellation Endorsement or policy language providing for **no less than 30 days** advance written notification of policy cancellation to the Certificate Holder.

I. **Proof Of Insurance** - The CONCESSIONAIRE shall provide the City of Grimes, Iowa a Certificate(s) of Insurance evidencing all required insurance coverage as specified in requirements 2.A. through 2.D. and 2.G. and 2.H. above. **The Certificate(s) of Insurance shall specify under "Description of Operations/ Locations/ Vehicle/Special Items: (1) the title of the Agreement and (2) the following statement: "General Liability insurance policies include Contractual Liability. The General Liability Insurance policy definition of "Insured Contract" includes the indemnification of a municipality when required by ordinance or by contract or agreement."**

3. INDEMNIFICATION PROVISION

For purposes of this section, City shall mean the City of Grimes, Iowa, its elected and appointed officials, employees, volunteers and others working on behalf of the City of Grimes. To the fullest extent permitted by law, CONCESSIONAIRE agrees to defend, pay on behalf of, indemnify, and hold harmless the City against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including but not

limited to attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages arising out of or in any way connected or associated with the concession sales authorized by this Agreement, except to the extent caused by negligence of the City.

CONCESSIONAIRE'S obligation to indemnify the City contained in this Contract is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefit acts.

The City shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by CONCESSIONAIRE, its officers, employees, subcontractors, and others affiliated with CONCESSIONAIRE, arising out of or in any way connected or associated with CONCESSIONAIRE'S work or services, except for and only to the extent caused by the negligence of the City of Grimes, Iowa.

CONCESSIONAIRE expressly assumes full responsibility for any and all damages to City Property arising out of or in any way connected or associated with CONCESSIONAIRE'S work or services including, but not limited to, the activities of CONCESSIONAIRE, its officers, employees, subcontractors, and others affiliated with CONCESSIONAIRE.

CONCESSIONAIRE shall ensure that its activities on City Property will be performed and supervised by adequately trained and qualified personnel and CONCESSIONAIRE will observe, and cause its officers, employees, subcontractors and others affiliated with CONCESSIONAIRE to observe all applicable safety rules.

To the fullest extent permitted by law, City agrees to defend, pay on behalf of, indemnify, and hold harmless CA against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including but not limited to attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the CA by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages arising out of or in any way connected or associated with the Project except to the extent arising from the concession sales authorized by this Agreement and except to the extent caused by negligence of CA.

4. WAIVER OF SUBROGATION PROVISION

To the fullest extent permitted by law, CONCESSIONAIRE hereby releases the City, its elected and appointed officials, its agents, employees and volunteers and others working on its behalf from and against any and all liability or responsibility to the CONCESSIONAIRE or anyone claiming through or under the CONCESSIONAIRE by way of subrogation or otherwise, for any loss without regard to the fault of the City or the type of loss involved, including loss due to occupational injury. This provision shall be applicable and in full for and effect only with respect to loss or damage occurring during the time of this Contract. The CONCESSIONAIRE'S policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of the CONCESSIONAIRE to recover thereunder.

CITY COUNCIL COMMUNICATION
Meeting Date: 07/25/23

AGENDA ITEM: Resolution Approving Personnel Transactions

BACKGROUND: A portion of this resolution authorizes names of individuals and their specific rates of pay to fill positions consistent with job descriptions and salary ranges previously approved and adopted by City Council, in the normal course of the HR Department's business.

Second, this resolution authorizes an "on-call" method of payment for water and wastewater workers. This method is necessitated by new duties for City utility staff in "off hour" maintenance responsibilities in the event of service loss or breach of the City's water distribution and/or collection system. On June 16, City utility staff took over these responsibilities from a contracted service provider. Third, this resolution includes a Retirement Transition and Release Agreement for City Council consideration and approval. Finally, this resolution authorizes a back payment to an employee as a result of a rate of pay error that neither the employee nor HR Department identified until recently.

BUDGETARY CONSIDERATIONS: These filled positions were included in the previously approved budget FY23. The "on-call" method of payment is budgeted and planned for in the Public Works budget as part of the City's transition away from a contracted services model. In exchange for the terms of the attached Agreement, the City will make a payment of $350,000 from the City's reserve fund. The back payment is de minimus in the amount of less than $200.00 and is within the Public Works Department's FY24 budget.

STRATEGIC PLANNING:

Prioritized _**X**___YES _____NO

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

BOARD/COMMISSION ACTION(S): n/a

STAFF RECOMMENDATION: Staff recommends that the City Council approves the resolution.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Erik Fisk, Human Resources Director, efisk@grimesiowa.gov, 515-986-9636

Prepared by: Tammy Johnson, Human Resources Associate
Return to: Erik Fisk, Human Resources Director

RESOLUTION NO. 07-2023 APPROVING PERSONNEL TRANSACTIONS

WHEREAS, the City Administrator recommends the following additions and/or amendments to the payroll.

Section 1. Pursuant to job descriptions and pay rates previously authorized by the City Council, the following part time employees have been hired by the Departments, and at the rates identified below:

a. Andrew Sauer was hired as a Seven Month Maintenance Worker in the Parks and Recreation Department at the rate $20.00/hour;

b. Dillon Ferrara was hired as an Engineering Technician in the Development Services Department at the rate $28.85/hour;

c. Candace Berkley, Sara Sonius and Kelsey Halisky were hired as Part-Time Library Associates 1 in the Library Department at the rate $14.00/hour; and

d. Keri Davison was hired as a Part-Time Office Assistant in the Development Services Department at the rate $20/hour.

Section 2. To account for Public Works utility staff's ability to maintain and service the City's collection and distribution systems outside of normal business hours, a special "on-call rate" of $180/week is hereby authorized to compensate employees for remaining able, available, and ready to work in the event of any event that may require it.

Section 3. Scott Clyce worked for the City of Grimes for seventeen years and was a part of the development and growth of the city building inspection department. He decided to enter into early retirement, and the parties have agreed to a mutually acceptable agreement as to the terms of his retirement. This resolution approves the attached Retirement Transition and Release Agreement and authorizes the Mayor and City Clerk to sign the Agreement on behalf of the City.

Section 4. AFSCME employee Heath Coenen's rate should have been $30.10 per hour after and including the pay period including July 20, 2022, through the period ending fiscal year 2022-2023, but he was paid only $30.01 per hour. As a result, he is entitled to back payment for such error in the amount of $190.34.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Grimes, Iowa, that the aforementioned personnel transactions recommended by the City Administrator are hereby approved.

PASSED AND APPROVED this 25th day of July 2023.

_____

Mayor Scott Mikkelsen

ATTEST:

_____

Rochelle Williams, City Clerk

RETIREMENT TRANSITION AND RELEASE AGREEMENT

THIS RETIREMENT TRANSITION AND RELEASE AGREEMENT (this "Agreement") is made and entered into this ____ day of July, 2023, by and between Scott Clyce ("Clyce") and the City of Grimes, Iowa (the "City"). Clyce and the City are sometimes referred to collectively as the "Parties" or individually as a "Party."

WHEREAS, Clyce previously worked for the City for 17 years, expressed his intention to retire from City employment, and did retire from City employment;

WHEREAS, the Parties to this Agreement are mutually interested in placing in writing their understanding concerning the termination of Clyce's employment with the City, and to ensure that they have amicably resolved and settled all possible issues, claims, or matters pertaining to, arising from, or associated with Clyce's employment and resignation of employment with the City.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, payment of money, and for other good and valuable consideration as set forth herein, the Parties agree as follows:

1. **Termination.** Clyce's employment with the City terminated effective June 2, 2023 ("Termination Date").

2. **Release by Clyce.** In exchange for any payments to be made to Clyce following the date of this Agreement, Clyce hereby irrevocably and unconditionally releases, acquits, and forever discharges the City of Grimes, including its affiliates, officials, City Council Members, Mayor, other directors, department heads, officers, consultants, employees, representatives, insurers, reinsurers, and attorneys, or any of them collectively (the "Releasees"), of and from any and all actions, suits, charges, actions, claims, liabilities, damages, and expenses of any nature whatsoever, in law or equity, which he ever had, now has, or he or his spouse, heirs, executors, and administrators hereinafter may have against each or any of the Releasees, **from the beginning of time to the date of this Agreement**, by reason of any claims of any kind, including those arising from or related to Clyce's employment with the City, and the termination, separation, and/or retirement of his employment, including, but not limited to: any claims arising from the allegation that Releasees violated any federal, state, or local statutes, ordinances or laws, including but not limited to, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Iowa Civil Rights Act, the Fair Labor Standards Act, the Family Medical Leave Act, or the Employee Retirement Income Security Act; common-law claims in law or equity, including but not limited to any claim for monetary damages filed by Clyce or any other person or entity on his behalf, associated with any such allegations; claims for breach of contract, promissory estoppel, wrongful termination or violation of public policy; including but not limited to any claims for wrongful or retaliatory discharge; or any other assertions of wrongful or illegal treatment that Clyce may have now, or in the future, concerning his employment and the severance of his employment with the City.

Clyce covenants that he will not sue or allow any suit to be brought on his behalf against the City, its affiliates, successors, employees, agents, representatives, or assigns for any matter or issue arising from, pertaining to or associated with Clyce's employment and discontinuance of employment with the City, with the exception of enforcement of any rights set forth in this Agreement. Clyce warrants that he will indemnify and save the City harmless from any cost or expense it incurs, including reasonable attorneys' fees, awards, or judgments, in connection with any action in law or equity, brought by Clyce or on his behalf and based in whole or in part on matters concerning his employment or discontinuance of employment with the City, except as noted herein.

This Agreement does not prevent Clyce from filing a complaint with the United States Equal Employment Opportunity Commission; the NLRB; or any other federal or state agency, if, and to the extent that such right cannot be legally waived; however, Clyce specifically waives his right to recover any damages or other relief if a claim were ever brought against the City by any local, state, or federal agency on his behalf under Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, the Older Workers' Benefit Protection Act, or any other federal, state, or local law or regulation, except as may be prohibited by law.

3. **Consideration Period/Rescission Rights.** The City hereby advises Clyce to consult with an attorney of his choice before signing this Agreement. Further, Clyce has a period of twenty-one (21) days after this Agreement is delivered to Clyce in which to consider this Agreement. Once this Agreement is executed, Clyce may rescind this Agreement within seven (7) calendar days to reinstate any claims made or available **only under the Age Discrimination in Employment Act**.

   To be effective, any rescission must be in writing and delivered to the City's attorney, Thomas Henderson, 699 Walnut Street, Suite 2000, Des Moines, Iowa 50309, by hand or by mail within the relevant period. If sent by mail, the rescission must be (1) postmarked by the relevant period; (2) properly addressed to Thomas Henderson; (3) sent by certified mail, return receipt requested; and (4) delivered contemporaneously by email notification to Thomas Henderson at henderson@whitfieldlaw.com.

4. **Consideration.** No later than 30 days following the effective date of this Agreement, the City will pay Clyce a lump sum/payment of Three Hundred Fifty Thousand Dollars ($350,000.00) (the "Severance Payment"). Federal and state taxes will be withheld from the Severance Payment.

5. **Nondisparagement.** The parties to this Agreement acknowledge that they shall not disparage each other publicly.

6. **Approval of City Council.** This Agreement shall become effective only upon approval of the City Council.

7. **No Admission.** This Agreement is not, and shall not in any way be construed as, an admission by the City or any of its agents, employees, or representatives, or by Clyce, of any wrongful act, or that either is liable to the other for any wrongful conduct.

8. **Knowledge and Representation.** Clyce acknowledges that he has been encouraged to consult with legal counsel prior to executing this Agreement. Clyce represents and certifies that he has carefully read and fully understands all of the provisions and effects of this Agreement, and he has had an opportunity to discuss all aspects of this Agreement with his attorney, that he is voluntarily entering into this Agreement, and that the City did not make any representations concerning the terms or effects of this Agreement other than those contained herein.

9. **General Provisions.**

(a) This Agreement shall be governed by the laws of the state of Iowa and any action to enforce it must be brought in the Iowa District Court in and for Polk County.

(b) The language of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If a court of competent jurisdiction determines that any provision contained in this Agreement, or any part thereof, cannot for any reason be enforced, such determination shall not affect or invalidate the remainder of this Agreement.

(c) This Agreement shall not be modified except by an express written understanding between the parties.

(d) The parties acknowledge that Clyce may have been eligible for various employee benefits while an employee of the City. All City employee benefits and entitlements, including any health, dental, and disability insurance, and Iowa Public Employment Retirement System (IPERS) benefits, will and/or did end on the Termination Date. Conversion of any benefits, if any is available, will be pursuant to the terms of the benefit plan and at Clyce's expense.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Clyce and the City have executed the foregoing Agreement.

SCOTT CLYCE

Scott Clyce

THE CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

APPROVAL BY CITY OF GRIMES, IOWA

This Agreement is hereby approved and consented to by the City of Grimes, Iowa, on this ___ day of _____, 20____, by Resolution No. _____.

Approved this ____ day of _____, 20_____.

By: _____
Scott Mikkelsen, Mayor

ATTEST:_____
Rochelle Williams, City Clerk

Resolution 07-2123 Regarding Further Discussions on Fireworks

WHEREAS, the City of Grimes is committed to ensuring the safety and well-being of its residents and visitors; and

WHEREAS, the City Council acknowledges the recent concerns raised by residents regarding the use and regulation of fireworks within the city limits; and

WHEREAS, the City Council recognizes the importance of engaging in a thorough and thoughtful deliberation process to address these concerns; and

WHEREAS, the City Council hereby resolves to initiate further discussions over the next few months regarding fireworks; and

NOW, THEREFORE, BE IT RESOLVED by the Grimes City Council to initiate further discussions over the next few months regarding fireworks.

PASSED AND APPROVED this 25th day of July 2023.

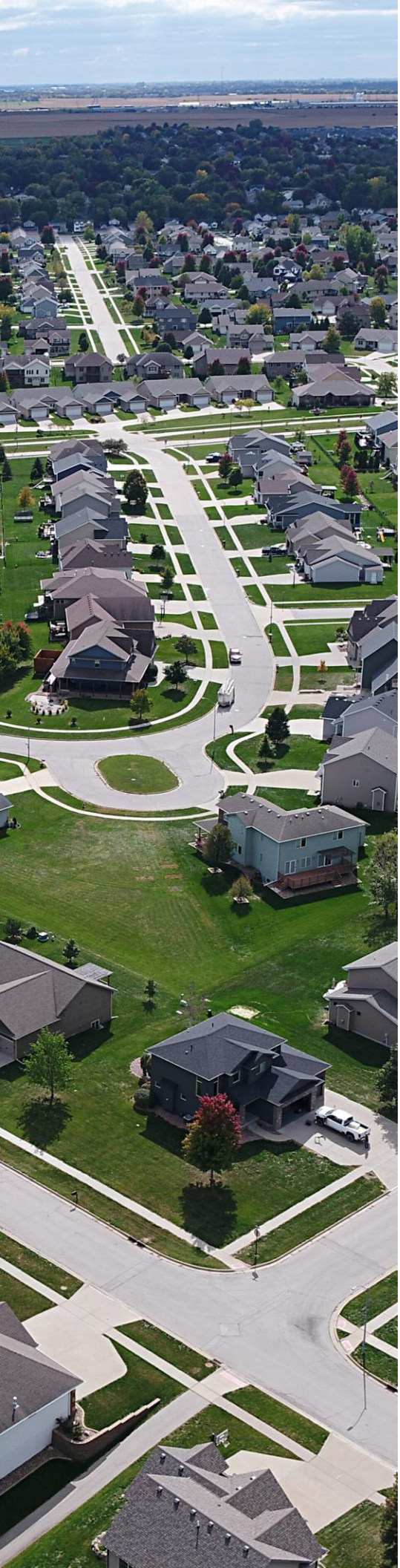
_____

Scott Mikkelsen, Mayor, City of Grimes

ATTEST:

_____

Rochelle Williams, City Clerk, City of Grimes



CITY OF GRIMES

ANNUAL REPORT

2022

Information Technology Department



DIRECTOR'S LETTER

With the start of the 2022 fiscal year, the Information Technology department was officially formed. In the fall of 2021, the Information Technology Director was hired. Shortly after the hire, annual Strategic Planning took place and helped guide the 2022 calendar year. With a starting budget, guidance from Strategic Planning, and unparalleled confidence in a metric ton of coffee the IT Department was ready to take on the challenges identified for 2022.

In 2022, the IT Department saw great strides in providing better services to staff while ensuring that the overall security of the network was improved. Some projects that the IT Department embarked on in 2022 include the removal of all legacy Microsoft operating systems, installing next generation endpoint security software, adopting a virtualization strategy to better utilize money invested in server hardware, and embracing cloud technologies with the adoption of Office 365 software suite.

The IT Department was called upon to participate in process improvement provided by DMACC. The IT Department is either a significant participant or a supporting role in all of the process improvement projects the City has participated in thus far. Additionally, the IT Director has been trained as a facilitator to help continue process improvement projects within the City departments. These projects will continue to drive improvements within other departments and impact how IT delivers services to those departments.

While the IT Department is just a group of two, I cannot speak to the success without mentioning the team and the other departments willingness for change. We recognize that change is hard and there has been a large amount of it in the first full year of the IT Department (and we don’t see that slowing down in the future). Lastly, the IT Department would not be where it is today without the forward thinking and support from the Mayor and City Council.

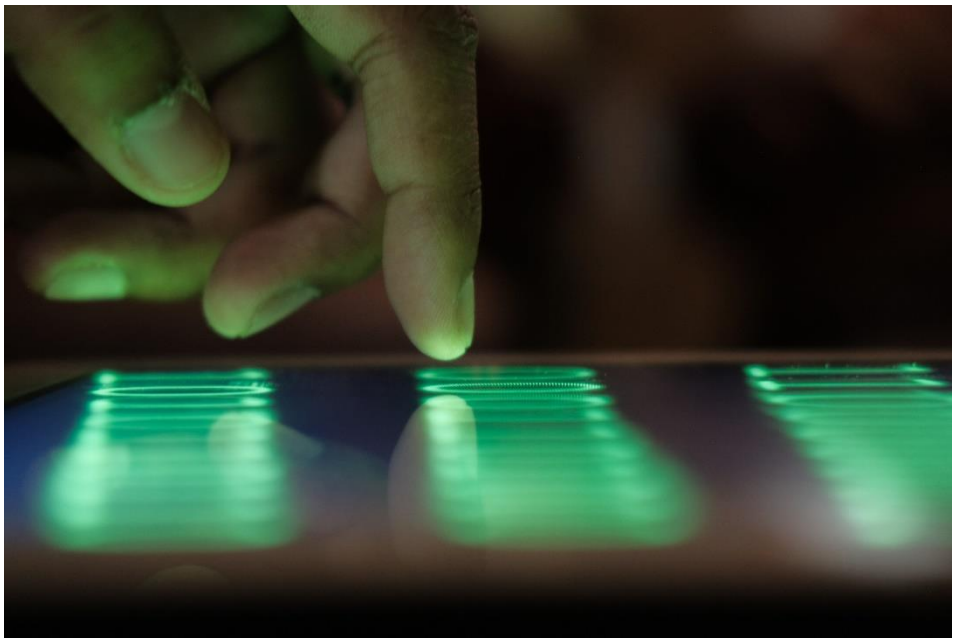


STRATEGIC PLANNING

Annually, the Information Technology Department engages with the Management Staff, and City Council on Strategic Planning. Through that process, certain priorities are assigned to the Department in either a lead or support format. Currently, the Information Technology Department is leading 2 priorities. Below you will find a brief status update on those items.

Current Strategic Planning Priorities

- Citywide Information Technology Upgrades: Needs assessment, Best Practices, Gap analysis, Direction & Funding – Assessment and funding complete.
- City Cyber Security Plan: Development, Direction, Funding & City Actions – Assessment and funding complete



PROCESS IMPROVEMENTS

The Information Technology department participated in a LEAN process led by DMACC in the fall of 2022. In addition to the LEAN process project, the Information Technology Director was trained as a facilitator to host internal process improvements for the organization.

Current Process Improvements

- Council Packet Preparation - Agenda management software selected and implementation starting.
- Human Resources Onboarding – Document standardization and automation of services ongoing.

Future Process Improvements

- Project Close Out – Site plans - Process improvement started January 2023.
- Budget – Process mapping started in early 2023.
- Project Close Out – Public Improvement Projects.



KEY OBJECTIVES

Prior to the formation of the IT Department, there were some projects already on the way, specifically virtualization and GIS. The IT Department took on the tasks of deploying VMWare, Microsoft Server, and Microsoft SQL Server along with new DELL server hardware and storage.

With the new Microsoft licensing, IT was able to add to the Microsoft infrastructure to increase redundancy and resiliency for the general health of the network by splitting services into individual systems and replacing aged / no longer supported operating systems. Some examples include redundant Domain Controllers, dedicated file server, and dedicated backup solution.

The IT Department received a curveball from our Cyber Security insurance provider in early 2022 and required a quick shift in the implementation of additional Cyber Security pieces to the network. With the GIS project, staff had already acquired a next generation endpoint security software, Crowdstrike. However, the insurance provider required multi-factor authentication (MFA) for all remote email access. Because of this, and the aging version of our Microsoft Office software, the IT Department chose to deploy Office 365 for staff. This allowed for a current version of the Microsoft Office software, and a current version of our email system. Lastly, it added security features required for the insurance provider that allows IT staff to enforce MFA for remote email access, and Mobile Device Management (MDM) to continue to protect City owned data.

Some smaller projects, but still very exciting for both IT staff and City staff, include the roll out of technology in City conference rooms. This technology package includes a large format display, mini windows-based PC, and conference room sized webcam. This package is standard across all of the City conference rooms and allows greater flexibility for City staff to be able to greater collaborate with other internal and external to the organization. IT staff also organized and standardized some equipment in network closets around the City to include a locking wall mount cabinet to secure network equipment in, standard sized network cables, and a lithium ion based battery backup that allows for longer runtime and safer wall mounting.

KEY OBJECTIVES

With this annual report, we have now identified certain key metrics for the Information Technology Department. The key metrics are utilized to track the performance of the department, and will assist with decision making regarding budgets, staffing and process improvements. The following briefly summarizes the key metrics within the Information Technology Department, and why they are important to track. The numbers are collected at the end of the calendar year each year. In future years, after a baseline is determined, goals associated with each metric will be identified.



Current Metrics

User Accounts – Tracks the number of active users on our network. This data is helpful in estimating license costs for Microsoft and Adobe. This will also help inform support ratios.

Mailboxes – Similar metric to User Accounts but includes items that are not tied to an identified staff member. This helps inform licensing costs and support requirements.



Service Accounts – Identifies the total number of accounts used internally to run internal systems. This will help inform applications supported and staffing levels.

Networked Devices – Tracks the number of active devices on our network. This will include workstations, servers, and network equipment. This data is helpful in estimating hardware costs. This will also help inform support ratios.

KEY OBJECTIVES

Current Metrics

O365 Licenses – Tracks the number of licensed users for Office 365. This is helpful for budget planning.



User Accounts

2020	41
2021	56
2022	71

Mailboxes

2020	41
2021	56
2022	80

Service Accounts

2020	02
2021	03
2022	20

Networked Devices

2020	PC	25
	Server	05 Windows
	Wireless AP	24
	Network Switch	10 Access
2021	PC	34
	Server	05 Windows
	Wireless AP	24
	Network Switch	11 Access
		02 Data Center
2022	PC	60
	Server	23 Windows
		04 Linux
	Wireless AP	29
	Network Switch	05 Access
		02 Data Center

KEY OBJECTIVES

Office 365 Licenses

2020	Data not available		
2021	Data not available		
2022	G1	48	Field staff
	G3	38	Office staff

CITY OF GRIMES

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of July 25, 2023

AGENDA HEADING:
Resolution Approving Grant Application for Resource Enhancement Protection Grant Relating to the Wallace Farm

SYNOPSIS:
As you are aware, the City has consistently submitted grant applications to Reap for the acquisition of park ground. In 2021 and 2022, the City was awarded funding through the grant for these parkland properties.

For this year, the City is suggesting submitting an application for the Wallace Farm project, for the construction of trails within the park.

FISCAL IMPACT:
Approval of the Grant Agreement will allow the City to utilize the grant dollars to construct trails within the Wallace Park project. The total funding request is $125,000.00.

PREVIOUS COUNCIL ACTION(S):
Approve Grant Application – August 2020
Approve Grant Agreement – November 2021
Approve Grant Application – August 2022
Approve Grant Agreement – November 2022

BOARD/COMMISSION ACTION(S):
N/A

STAFF/COMMITTEE RECOMMENDATION:
Staff would recommend approval of the Resolution Approving Grant Agreement for Resource Enhancement Protection Grant Relating to the Wallace Park

RESOLUTION NO. 07-2223

APPROVING A FISCAL YEAR 2024 REAP CITY PARKS AND OPEN SPACE GRANT APPLICATION FOR THE WALLACE FARM PARK PROJECT

WHEREAS, the Iowa Department of Natural Resources has announced the Fiscal Year 2024 REAP City Parks and Open Space Match grant opportunity designed to help create access to parks and open space; and

WHEREAS, the City of Grimes is eligible for the Fiscal Year 2024 REAP City Parks and Open Spaces grant funding and has identified the nearly 10,000 linear feet Wallace Farm Park Trail system as a candidate for grant funding; and

WHEREAS, the City of Grimes has $1.7 million budgeted for Phase I of the Wallace Farm Park project;

WHEREAS, the REAP City Parks and Open Space Grant does not require a local match; and.

NOW, THEREFORE, BE IT RESOLVED that the City of Grimes approves the filing of a Fiscal Year 2024 REAP City Parks and Open Spaces Grant application for grant funding for the Wallace Farm Park trails project; and

BE IT FURTHER RESOLVED that the Grimes City Administrator is authorized to sign the grant application on behalf of the City of Grimes.

PASSED and APPROVED by the City Council of the City of Grimes, Iowa this 25th day of July 2023

CITY OF GRIMES, IOWA

By:_____
Scott Mikkelsen, Mayor

ATTEST:

By:_____
Rochelle Williams, City Clerk

REAP MEDIUM (2000-25,000 pop.) City Parks and Open Spaces Grant - Fall 2023 Due August 15, 2023

✔ General Application Information
⚠ General Project Timeline
⚠ REAP MEDIUM (2000-25,000 pop.) City Parks and Open Spaces Grant Application
✔ REAP Grant Budget Form
General Acquisition Schedule
✔ Minority Impact Statement
REAP Signatures
Certification

General Application Information

* indicates a required field

1. Applicant *

City of Grimes

2. Contact Person *

Brian Becker

3. Email Address *

bbecker@grimesiowa.gov

4. Telephone Number *

(515)514-1047

5. Applicant/Organization Address *

This is the address for the Applicant/Organization's office that is applying for the funding.

101 NE Harvey Street

6. County *

Polk

7. Project 911 Address *

This is the address for the property on which development or acquisition will happen.

402 SE 6th Street

8. Latitude/Longitude Coordinates: *

REAP MEDIUM (2000-25,000 pop.) City Parks and Open Spaces Grant - Fall 2023 Due August 15, 2023

9. Grant Amount Requested *

How much money are you requesting for this grant round?

125000

10. Project Title *

Provide the short title for the project.

Wallace Farm Park

11. Project Summary *

Maximum of 75 words summarizing the grant request.

The City of Grimes is requesting $125,000 for Phase I: Grading and Trails for the development of a new destination park. The total Phase I project costs are $2,217,190.49 with $1,992,190.49 provided by the City of Grimes. Phase I includes grading the entire site and the installation of over 10-miles of recreational trails throughout the park.

344 of 500 characters

Saved Continue to the next step

© 2023 SlideRoom | Accessibility Statement

REAP MEDIUM (2000-25,000 pop.) City Parks and Open Spaces Grant - Fall 2023 Due August 15, 2023

- ✔ General Application Information
- ⚠ General Project Timeline
- ⚠ REAP MEDIUM (2000-25,000 pop.) City Parks and Open Spaces Grant Application
- ✔ REAP Grant Budget Form
- General Acquisition Schedule
- ✔ Minority Impact Statement
- REAP Signatures
- Certification

General Project Timeline

* indicates a required field

⚠ **One question on this form needs attention.**

A required question is incomplete: 3

1. Is the project a portion of a larger, overall project to be implemented over a multi-year period? *

Yes

2. If yes, estimated years to completion

5

3. Estimated costs of the overall project *

This question is required.

4. Estimated Project Start Date *

01/01/2024

5. Estimated Project End Date *

12/31/2025

Saved

REAP MEDIUM (2000-25,000 pop.) City Parks and Open Spaces Grant - Fall 2023 Due August 15, 2023

- ✔ General Application Information
- ⚠ General Project Timeline
- ⚠ REAP MEDIUM (2000-25,000 pop.) City Parks and Open Spaces Grant Application
- ✔ REAP Grant Budget Form
- General Acquisition Schedule
- ✔ Minority Impact Statement
- REAP Signatures
- Certification

REAP MEDIUM (2000-25,000 pop.) City Parks and Open Spaces Grant Application

* indicates a required field

⚠ **One question on this form needs attention.**

A required question is incomplete: 3

1. City Population *

Provide the population of the city based on the 2020 Census data. Population must be between 2000 and 25,000 2000 to apply in the medium city category.

15392

2. Quality of the site and/or project (30 points) *

If acquisition, include the number of acres and describe the resources and existing facilities/improvements on and adjacent to the property. Also describe its prospective use and management goals. If rare, unique, or high quality plant and animal species and communities occur on the site, provide a listing. Upload a map and pictures.

If development, describe the facilities to be constructed, existing facilities in the project area and the natural resources in the area. Upload a map and pictures. If this project is part of a larger project, very clearly detail the portion that this application is covering. If this application is for the continuation of a project that previously received a REAP grant, provide a status report of the project elements that were previously funded. Describe the relationship to any other local, state or federal park areas.

Describe any resources of historical nature on the project site, such as buildings, Native American burial mounds, historic trails, architectural features and archaeological elements. Explain impacts on these resources that will be caused by the project.

If applicant does not possess all fee title interest in property, please explain. Additionally, explain contractual or joint agreements with other parties for operation and maintenance of the site and facilities. Enclose copies of any such agreements and other ownership conditions on the property.

Sports complexes, play grounds and dog parks do not qualify for REAP funds. The minimum width of a multi-use or biking trail is 8 feet, while 10 feet is recommended.

REAP MEDIUM (2000-25,000 pop.) City Parks and Open Spaces Grant - Fall 2023 Due August 15, 2023

of a destination park that celebrates the community's agriculture heritage was born. The first phase of this multi-phase plan consists of site grading and the installation of over 10 miles of multi-use trails. The Wallace Farm Park trail system will include 8.49 miles of paved concrete trails and 2.34 miles of unpaved natural trails through the parks natural areas. This trail system will connect into the City's and therefore the Metro's trail system. Once all phases are complete Wallace Farm Park will provide a unique community gathering space for events like Governor Days, farmers markets, and cultural festivals. Additional amenities (future phases) include an event hall, restrooms, open space, amphitheater, and great lawn for open space. In addition, the park design includes extensive natural areas, the inclusion of edible plans and fruit-bearing trees, wetlands, prairies, and a pier over a central water feature. Finally, the park will provide space for a dog park and a farm-themed playground. The total cost for the first phase is $2,217,190.49. The City is requesting $125,000 from the Iowa Department of Natural Resources REAP City Parks and Open Space Grant. While Grimes as a whole boasts an extensive park system, access to publicly available open space is limited in the immediate area. Wallace Farm Park will fill the void in this region

3353 of 6000 characters

3. Attach maps of project *

Please attach a detailed map of the proposed project. Please make sure that the proposed project is clearly indicated on the map. If presenting multiple maps, they must be grouped into one document.

This question is required.

Choose a file

4. Relationship to local, regional and state plans (40 points) *

Describe project justification and need. Make references to the County REAP plan, current Iowa Statewide Comprehensive Outdoor Recreation Plan (SCORP), Iowa Wildlife Action Plan and other local plans that help direct conservation and recreation programs. Do not include entire plans in the application.

REAP MEDIUM (2000-25,000 pop.) City Parks and Open Spaces Grant - Fall 2023 Due August 15, 2023

providing the right user experience. The Wallace Farm Park Project directly addresses all three priorities: 1. Trails will provide access to park users to both recreational opportunities and natural conservation areas within the park (priorities 1 and 3). A combination of tree canopy and open areas will create a more inviting recreational experience providing both shelter from the hot sun and diversity of ecosystems. The nearly 10-miles of trails will provide another a safe location for the three most basic activities that improve health and wellness - running, walking, and bicycling for users of all ages and fitness levels. 2. The development of Wallace Farm Park will provide a unique recreational experience. With unique features that play off the area's agricultural history such as the farm themed playground, barn community area for festivals and farmers markets. In addition, once fully completed the park will have a dog park area, natural areas, wetlands with pier/dock, restrooms, and amphitheater in addition to the trails throughout the park. Off-road are ideal for families with young children in strollers or those using wheelchairs for accessibility and safety. 3. With the inclusion of a diverse array of recreational opportunities and natural areas Wallace Farm Park provides users with a connection to both recreational and natural areas (priority

1687 of 6000 characters

5. Environmental Benefits (20 points) *

Describe the environmental impacts of the proposed project. Identify any features of the project that protect or improve water quality and habitat, reduce energy and water use or are innovative.

Wallace Farm Park is designed with both resiliency and longevity in mind. This will be achieved through the use of native plants, inclusion of editable plans, installation of wetlands, utilizing recycled materials, offering recycling bins, and having designated areas throughout the park. Native plants, which are included as part of the first phase will encourage a healthy ecosystem while providing easier maintenance. Recycled materials will help achieve the park theme while maximizing the overall budget and reducing waste disposed of at the landfill. The installation of wetlands within the park will improve the water quality along the unnamed creek that runs through the site while providing wildlife habitat for native species. Environmental sustainability is important to the City of Grimes. As the project develops and moves into additional phases the city will pursue energy efficiency grants to implement solar for the park buildings and the installation of EV charging stations within the park.

1008 of 6000 characters

6. Public Benefit Served (20 points) *

REAP MEDIUM (2000-25,000 pop.) City Parks and Open Spaces Grant - Fall 2023 Due August 15, 2023

Proposed projects, must meet the requirements described in the Assurance of Compliance with Americans with Disabilities and Civil Rights. Explain how development projects meet these requirements.

The Grimes Comprehensive Plan identifies the need for the Grimes park and recreation system to develop a signature feature for the community, that seeks opportunities to satisfy neighborhood scale needs, while providing the ability to attract larger regional visitorship through new, unique signature parks. In addition, the Grimes Park, and Trails Master Plan, identifies that the City is in need of an additional 108 acres of neighborhood parks. The Wallace Farm Park Project is a unique signature park that builds upon the areas agricultural heritage with silo park shelters, farm inspired playground, and community amphitheater that plays off the area's history and heritage encompassed by an extensive trail system that meanders through the park. The additional 14 acres of parkland that will be added as a result of this project will help the City achieve an adequate level of neighborhood park acreage. The park will provide a community gathering space and will be home to the annual Governor Days. This event is complete with concerts, parades, carnivals, and more, designed to have something for the whole family. Residents will be provided with a means to achieve an active and healthy lifestyle through the recreation components of trails, playgrounds, dog park, etc. and through designated space for farmers markets, and the inclusion of editable plants within the park. The first phase of the park is extremely important as it will allow use of the park immediately after completion, providing users the ability to exercise and leisurely walk along the trails, social spaces to encourage public gatherings and interactions while promoting a sense of community and

2600 of 6000 characters

7. Local Support (20 points) *

Explain the extent of public participation in the formulation of this proposed project. Describe the process and mechanisms used and the findings. Do not include actual public participation reports, board meeting minutes and petitions; rather reference their existence and conclusion in this section.

REAP MEDIUM (2000-25,000 pop.) City Parks and Open Spaces Grant - Fall 2023 Due August 15, 2023

collaboration of citizens. Partnerships between neighborhoods, adjoining communities, developers, nonprofit organizations, and the city will support and accelerate implementation of the Grimes Plan". In 2010, the City adopted their Comprehensive Plan, which was updated in 2018. Both the initial and updated plan conducted extensive community outreach endeavors. In both plans, residents expressed a major desire for enhanced recreational opportunities. As such, when the City had the opportunity to purchase 14 acres in the heart of the community, there was little hesitation moving ahead with acquiring the property for recreational purposes. In 2019, the City completed the Grimes Parks and Trails Master Plan. Again, community engagement played an important role in identifying major themes and features for eventual park and recreation projects. Residents felt that many types of trails are needed within the community, such as urban multi-use trails, green way trails, and regional recreational trails. Similarly, a major theme for parks was outdoor play space; residents expressed a need for different styles of equipment to accommodate all ability levels. In 2022, the city of Grimes created the Wallace Farm Master Plan. This plan engaged the community for input and determined that recycling components of the former

1906 of 6000 characters

8. Letters of Support

Optional - Upload letters of support or other documentation of local support.

Choose a file

9. Public Communications Plan (10 points)

A description of the public communications plan shall be included in every project. If the grant is approved for funding, this plan must be implemented. The plan must include how the applicant will inform and advise users about the importance of the project and plans to promote the project to expected user groups upon completion of the project and into the future. Be creative!

REAP MEDIUM (2000-25,000 pop.) City Parks and Open Spaces Grant - Fall 2023 Due August 15, 2023

City to not only provide an updated verbal description of the project, but to post photos and videos of the project during each phase. The Grimes's Facebook page will be updated to showcase the progress occurring at the park. This will also advise users of what amenities are available/open to the public. A ribbon cutting event will occur after the completion of the first phase (grading, trails, and initial vegetation) and after the completion of each subsequent phase. Once Wallace Farm Park is fully completed, it will become home to Governors Days. As a premier summer event, Governors Days incorporates all the ingredients for an exciting family friendly event, featuring concerts, parades, carnivals and much more. With Governors Days being a free event, it is the prefect event to serve as the grand opening of the Wallace Farm Park. Wallace Farm Park will also house the Grimes Farmers Market, another free event that will attract visitors to the park. The City will explore promoting Wallace Farm Park in local, regional, and state publications, such as Iowa Living.

1384 of 6000 characters

10. Communication and Outreach Uploads

Optional - Upload samples or documentation of the public communications plan.

Choose a file

Saved

© 2023 SlideRoom | Accessibility Statement

REAP MEDIUM (2000-25,000 pop.) City Parks and Open Spaces Grant - Fall 2023 Due August 15, 2023

- ✔ General Application Information
- ⚠ General Project Timeline
- ⚠ REAP MEDIUM (2000-25,000 pop.) City Parks and Open Spaces Grant Application
- ✔ REAP Grant Budget Form
- General Acquisition Schedule
- ✔ Minority Impact Statement
- REAP Signatures
- Certification

REAP Grant Budget Form

* indicates a required field

1. Project Budget

Provide the budget for your project. Include types of construction, dimensions, lengths. This can be an upload of a budget sheet or completed in the table below. Items that must be included in the budget are: project components, component cost, REAP request, other funding and whether those other funds are secured.

Up to 20% can be used for engineering and design. Appraisal costs are eligible. This itemized cost listing will be the basis for determining what items are eligible for REAP funding. Items not listed will not be eligible for funding under the grant agreement.

Project Component	Component Cost	REAP Request	Other Funding	Secured?	
Site Preparat	575219	0	575219	Yes	🗑
Utilities (Stor	477165	0	477165	Yes	🗑
Electrical	68900	0	68900	Yes	🗑
Surfacing & H	363224.62	125000	238244.62	Yes	🗑
Seeding & La	182551.90	0	182551.90	Yes	🗑
General Cond	133364.84	0	133364.84	Yes	🗑
Contingency	250059.08	0	25059.08	Yes	🗑
Design & Eng	166706.05	0	166706.05	Yes	🗑

+ Add a row

2. Budget, Funding and Timeline Narrative (optional)

Provide information on budget, funding and timeline of the project. Limit 2000 characters.

REAP MEDIUM (2000-25,000 pop.) City Parks and Open Spaces Grant - Fall 2023 Due August 15, 2023

grants funds, the City will utilize REAP funding to complete additional vegetation components of the Wallace Farm Park project. The City has committed the gap funding for the completion of phase one. The first phase is expected to be completed by the end of 2025. Final design, bid specifications, and environmental work will be completed by September 2024. Site mobilization will begin immediately after, followed by construction.

765 of 2000 characters

3. Upload Budget

Upload the budget for your project.

Choose a file

Saved Continue to the next step

© 2023 SlideRoom | Accessibility Statement

REAP MEDIUM (2000-25,000 pop.) City Parks and Open Spaces Grant - Fall 2023 Due August 15, 2023

- ✔ General Application Information
- ⚠ General Project Timeline
- ⚠ REAP MEDIUM (2000-25,000 pop.) City Parks and Open Spaces Grant Application
- ✔ REAP Grant Budget Form
- General Acquisition Schedule
- ✔ Minority Impact Statement
- REAP Signatures
- Certification

Minority Impact Statement

* indicates a required field

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the State of Iowa shall include a Minority Impact Statement. This is the state's mechanism to require grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

1. I have reviewed the Iowa Code Section 8.11 defining "Minority Persons" *

"Minority Persons", as defined in Iowa Code Section 8.11, mean individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability", as defined in Iowa Code Section 15.102, subsection 5, paragraph "b", subparagraph (1): b. As used in this subsection: (1) "Disability" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual. "Disability" does not include any of the following: (a) Homosexuality or bisexuality. (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders. (c) Compulsive gambling, kleptomania, or pyromania. (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency", as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.

◉ Yes

2. Please choose the statement that pertains to this grant application. *

Complete all the information requested for the chosen statement.

☐ The proposed grant project programs or policies could have a disproportionate or unique POSITIVE impact on minority persons.

☐ The proposed grant project programs or policies could have a disproportionate or unique NEGATIVE impact on minority persons.

☑ The proposed grant project programs or policies are NOT EXPECTED to have a disproportionate or unique impact on minority persons.

2.1. Present the rationale for determining no impact. *

REAP MEDIUM (2000-25,000 pop.) City Parks and Open Spaces Grant - Fall 2023 Due August 15, 2023

274 of 1800 characters

3. I hereby certify that the information on this form is complete and accurate, to the best of my knowledge: *

☑ YES

Saved Continue to the next step

© 2023 SlideRoom | Accessibility Statement

REAP MEDIUM (2000-25,000 pop.) City Parks and Open Spaces Grant - Fall 2023 Due August 15, 2023

- ✔ General Application Information
- ⚠ General Project Timeline
- ⚠ REAP MEDIUM (2000-25,000 pop.) City Parks and Open Spaces Grant Application
- ✔ REAP Grant Budget Form
- General Acquisition Schedule
- ✔ Minority Impact Statement
- REAP Signatures
- Certification

REAP Signatures

* indicates a required field

1. **Upon signing in the space provided below, the applicant agrees to conform with the requirements in the following two paragraphs pertaining to ADA/Section 504 accessibility guidelines and civil rights assurance. ***

I, the undersigned, certify that the applying entity has reviewed Section 504 of the Rehabilitation Act of 1975, Title II of the American with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, and the Iowa Civil Rights Act of 1965, each Act as amended, and agrees to abide by all requirements from the Acts, associated regulations, guidance documents, and to any other related requirement imposed by federal or state law or the Iowa Department of Natural Resources, related to this project. Applicant-Recipient further agrees and gives full assurance that it will immediately take any and all measures necessary to effectuate the referenced laws and shall not, on the basis of race, color, creed, national origin, age, physical or mental ability, sex, sexual orientation, gender identity, religion, or retaliation, allow any person to be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under or from any project or activity undertaken by the Applicant-Recipient for which the Applicant-Recipient receives REAP grant dollars or other assistance from the Iowa Department of Natural Resources.

This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signature appears below are authorized to sign this assurance on behalf of the Applicant-Recipient.

2. **City or County Approval ***

I, the undersigned, certify that the city council/county conservation board has reviewed this proposed project and approved its submittal for Resource Enhancement and Protection (REAP) grant consideration.

Type name below.

3. **City Council/County Conservation Board Resolution**

Optional - Upload the approved City Council Resolution or minutes approving of the submittal of this application.

Choose a file

REAP MEDIUM (2000-25,000 pop.) City Parks and Open Spaces Grant - Fall 2023 Due August 15, 2023

me and attached to this application.

Type REAP County Chairperson's name below.

5. REAP County Committee Chair Email

Provide the email of the REAP County Committee Chairperson.

6. Upload REAP County Committee Information

Optional - Upload any relevant information from the REAP County Committee. Minutes from meetings, etc.

Choose a file

Saved Continue to the next step

© 2023 SlideRoom | Accessibility Statement

REAP MEDIUM (2000-25,000 pop.) City Parks and Open Spaces Grant - Fall 2023 Due August 15, 2023

- ✔ General Application Information
- ⚠ General Project Timeline
- ⚠ REAP MEDIUM (2000-25,000 pop.) City Parks and Open Spaces Grant Application
- ✔ REAP Grant Budget Form
- General Acquisition Schedule
- ✔ Minority Impact Statement
- REAP Signatures
- Certification

Certification

* indicates a required field

1. **By checking the box below, I certify that all the information provided in this application is true and correct.**

☐ YES

Saved Continue to the next step

© 2023 SlideRoom | Accessibility Statement

CITY OF GRIMES

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of July 25, 2023

AGENDA HEADING:
Resolution Approving Offer to Purchase and Agreement – SE 19th Street Water Main - Broderick

SYNOPSIS:
With the development of the plans for Phase 1A Water System Improvements , it has been determined that certain easements will be necessary to construct the project.

An appraisal has been prepared for the easements, and an offer made to the property owner. The offer indicates that the City will pay a total of $4,760.00 for the permanent and temporary easements.

The owner has reviewed the offer and accepted it.

FISCAL IMPACT:

Total Cost = $4,760.00

PREVIOUS COUNCIL ACTION(S):
N/A

BOARD/COMMISSION ACTION(S):
N/A

STAFF/COMMITTEE RECOMMENDATION:
Staff would recommend approval of the Resolution

RESOLUTION NO. 07-2323

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – SW 19th STREET - BRODERICK

WHEREAS, the City of Grimes is developing plans to construct the Grimes Phase 1A Water System Improvements (the "Project") and has determined that certain easements are necessary in order to construct the Project; and

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

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

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

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

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

By:_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Prepared by/Return to: Alex Pfaltzgraff, City of Grimes, 410 SE Main Street, Unit 102, Grimes, IA 50111 515.986.4050

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

PARCEL NO. **7925-06-300-004**
COUNTY: **Polk**
PROJECT NO. **N/A**
PROJECT NAME: **19th and County Line Road Water Main**

TO: **Michael F Broderick and Vincent R Broderick**

On this 26th day of May 2023, the City of Grimes, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy the real estate situated in Polk County, Iowa, and legally described on the attached **Easement Exhibit. This offer shall terminate on 30 days from offer date.** If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. **SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises as described on EXHIBIT A and which include the following buildings, improvements and other property: LAND ONLY. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.**

2. **Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.**

3. **Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.**

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
$ _____	on right of possession	_____
$ _____	on conveyance of title	_____
$ _____	on surrender of possession	_____
$ 4,760.00	on possession and conveyance	Within 30 Days of BUYER Approval
		_____
		_____
$ 4,760.00	TOTAL LUMP SUM	

BREAKDOWN:	ac. = acres / sq.ft. = square feet	
Land by Fee Title	0 sq.ft.	$ 0.0
Underlying Fee Title	0 sq.ft.	$ 0.00
Permanent Easement	2,525 sq.ft.	$ 2,975.00
Temporary Easement(s)	1,515 sq.ft.	$ 1,785.00
Landscaping/Other		$ 0.00
Total		$ 4,760.00

Additional Damages None

DISTRIBUTION: ONE COPY RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: Insert Tenant

5. Each page and each attachment is by this reference made part hereof.

6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: None

7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.

9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa.

12. BUYER hereby agrees to additionally warrant the project against any defects against the property as a result of the project for a period of one year following the completion and acceptance of the project. Defects may include, but are not limited to insufficient seeding/stabilization or settling of the property within the easement.

13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: None

14. BUYER shall be responsible for the removal and relocation of any fences.

15. BUYER shall be responsible for all restoration disturbed area within the easements.

16. SELLER agrees to cooperate with BUYER in removing liens and encumbrances in order to convey marketable title to BUYER in conformity with Iowa law and the Title Standards of the Iowa State Bar Association. If possession and conveyance are delayed due to SELLER's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. SELLER understands that if necessary property rights cannot be acquired by voluntary purchase, BUYER may initiate action to acquire the property interests contemplated in this Agreement under power of eminent domain.

17. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the conveyance documents for this purpose.

18. This Agreement shall not be binding until it has received the final approval by Resolution of the Grimes City Council.

19. GENERAL PROVISIONS.

    a. This Agreement contains the entire agreement of the parties and no waiver, modification, release, or cancellation of this Agreement or any portion of this Agreement shall be binding unless evidenced by writing.
    b. This Agreement shall be binding on the heirs, personal representatives, assigns, and successors of the parties.
    c. This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X Michael Broderick
By: Michael Broderick
Marital Status: _____

X _____
By: _____
Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 21st day of June, A.D. 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Broderick,

_____ to me personally known
or ✓ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Rachel Greving (Sign in Ink)
Rachel Greving (Print/Type Name)
Notary Public in and for the State of Iowa

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

CAPACITY CLAIMED

BY SIGNER:
✓ INDIVIDUAL
_ CORPORATE
Title(s) of Corporate Officer(s):
_____
_____
__ Corporate Seal is affixed
__ No Corporate Seal procured
_ PARTNER(s): __ Limited Partnership
__ General Partnership
_ ATTORNEY-IN-FACT
_ EXECUTOR(s) or TRUSTEE(s)
_ GUARDIAN(s) or CONSERVATOR(s)
_ OTHER: _____
SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies)
_____
_____
_____

BUYER'S APPROVAL

_____
Signed by: Scott Mikkelsen (Date)

_____
Attested by: Rochelle Williams (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Grimes, Iowa and who did say that said instrument was signed on behalf of City by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X _____
By: _____
Marital Status: N/A

X Vincent R Broderick
By: VINCENT R BRODERICK
Marital Status: MARRIED

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Washington }
COUNTY OF Dc. } ss:

On this 22nd. day of June, A.D. 20 23, before me, the undersigned, a Notary Public in and for said State, personally appeared Vincent Robert Broderick,

_____ to me personally known
or X proved to me on the basis of satisfactory evidence
DL# B-636-847-745-427

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) _____ (Sign in Ink)
Payam Shakiei (Print/Type Name)
Notary Public in and for the State of Washington DC.

CAPACITY CLAIMED

BY SIGNER:
_ INDIVIDUAL
_ CORPORATE
Title(s) of Corporate Officer(s):
_____
_____
__ Corporate Seal is affixed
__ No Corporate Seal procured
_ PARTNER(s): __ Limited Partnership
__ General Partnership
_ ATTORNEY-IN-FACT
_ EXECUTOR(s) or TRUSTEE(s)
_ GUARDIAN(s) or CONSERVATOR(s)
_ OTHER: _____

SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies)
_____
_____
_____

BUYER'S APPROVAL

_____
Signed by: Scott Mikkelsen (Date)

_____
Attested by: Rochelle Williams (Date)

BUYER'S ACKNOWLEDGMENT

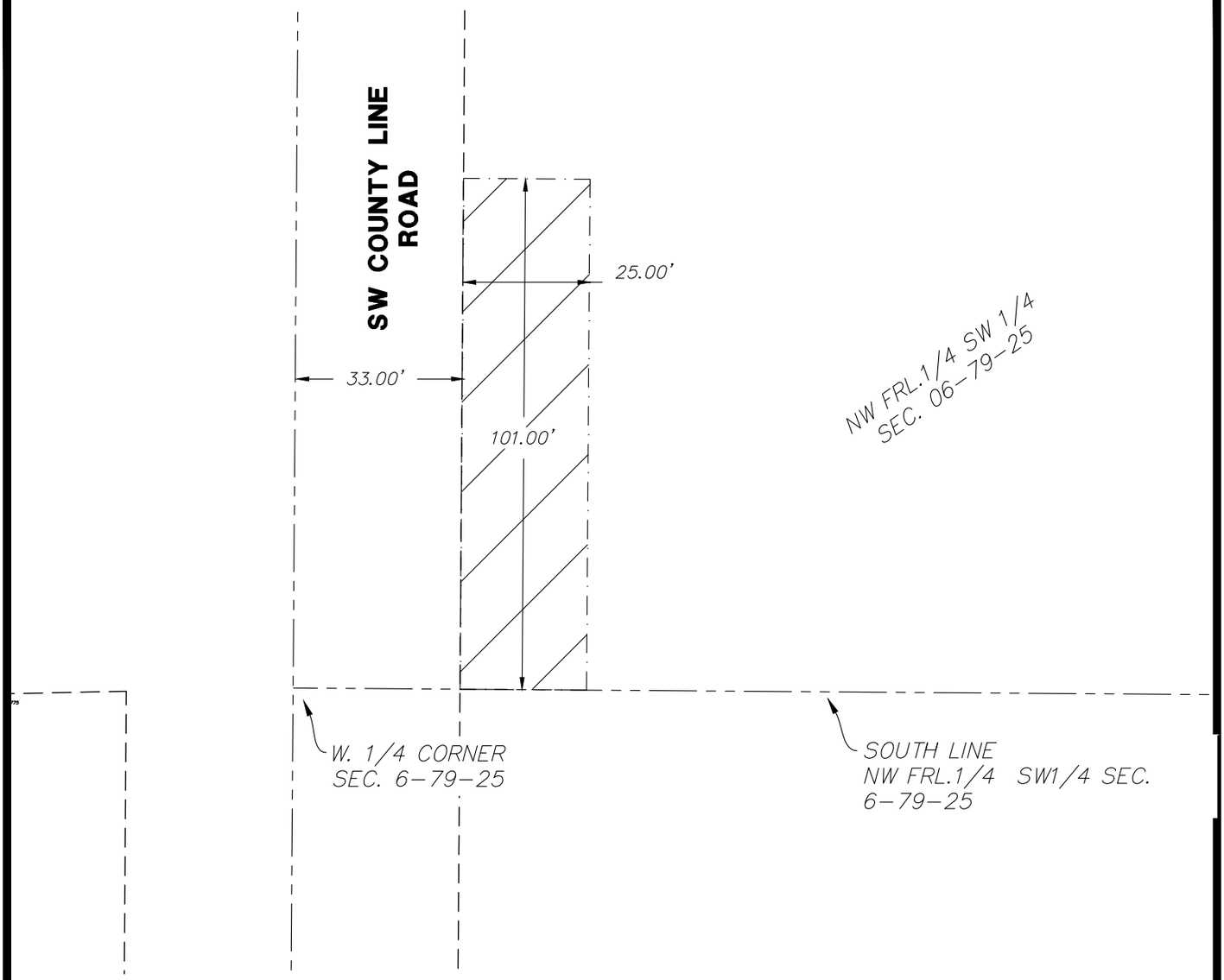
STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Grimes, Iowa and who did say that said instrument was signed on behalf of City by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

EXHIBIT '10'

PERMANENT PUBLIC UTILITY EASEMENT



LEGAL DESCRIPTION:

A PERMANENT PUBLIC UTILITY EASEMENT BEING THE SOUTH 101.00 FEET OF THE EAST 25.00 FEET OF THE WEST 58.00 FEET OF THE NORTHWEST FRACTIONAL QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M., CITY OF GRIMES, POLK COUNTY, IOWA. SAID EASEMENT CONTAINS 2,525 SQUARE FEET AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

N

NORTH

0 20 40

(IN FEET)
1 inch =40 ft.

LICENSED LAND SURVEYOR
JOHN DEWEY 23252
IOWA

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

SIGNATURE: _____ DATE: _____
JOHN DEWEY

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

PAGES OR SHEETS COVERED BY THIS SEAL: This sheet

DATE SURVEYED: 1/19/23

LEGEND

- PROPERTY LINE
- SECTION LINE
- ROW LINE
- EASEMENT AREA

McCLURE™
making lives better.

335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1361

COA: 7400
EXPIRES: JUNE 30, 2022

REVISIONS
.
.
.

COUNTY LINE ROAD
WATER MAIN

GRIMES/IA
POLK COUNTY
211186
02/02/2023

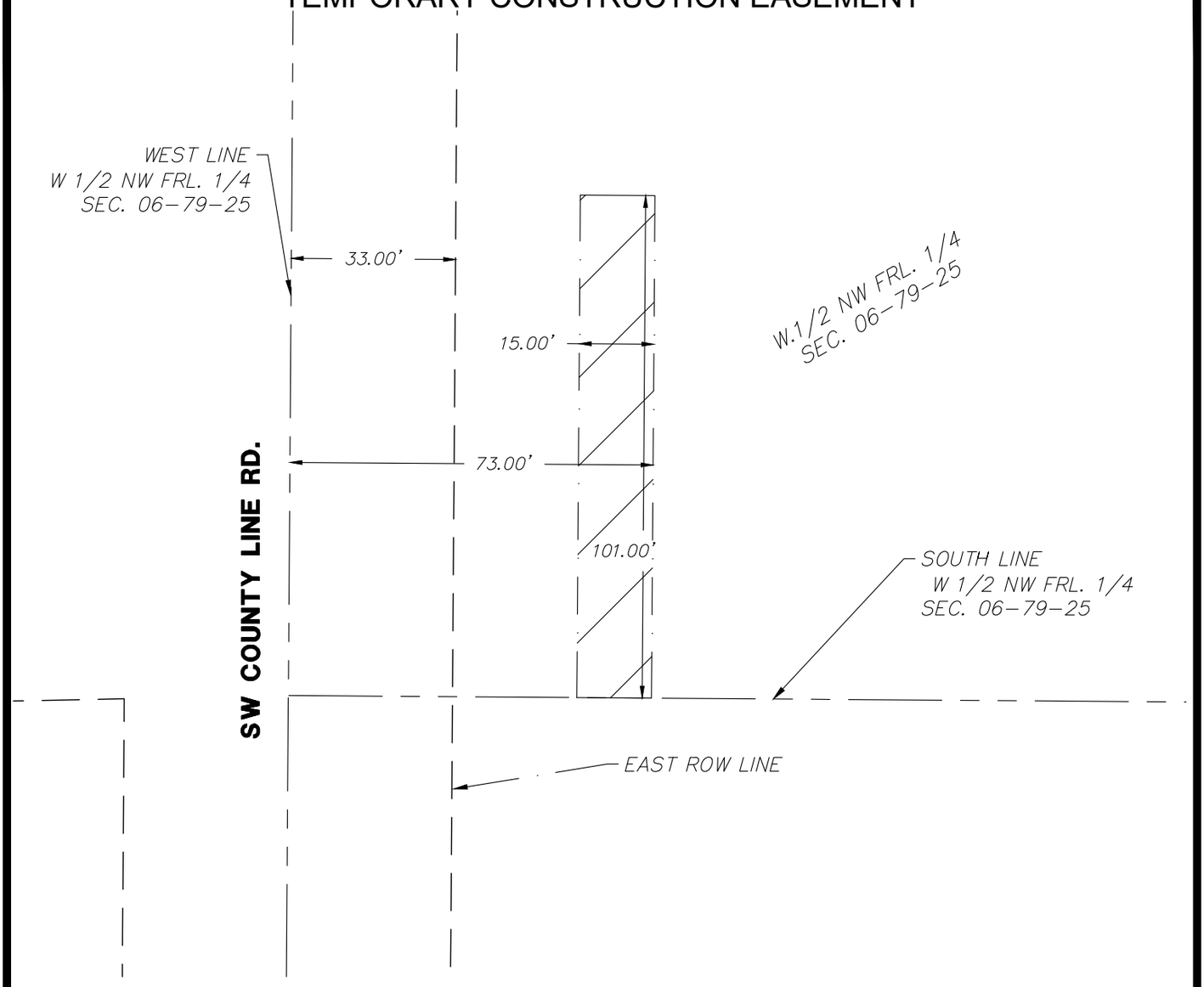
ENGINEER A. POTTER
DRAWN BY A. FULLER
SURVEYOR J. DEWEY
CREW CHIEF

SKETCH NO.
PUE-10

DRAWING PATH: P:\211186-010\04-Drawings_Survey\211186-Easements.dwg PLOT DATE: 02/8/2023 7:52 AM PLOTTED BY: JOHN DEWEY

EXHIBIT 'TE10'

TEMPORARY CONSTRUCTION EASEMENT



LEGAL DESCRIPTION:

A TEMPOARY CONSTRUCTION EASEMENT BEING THE SOUTH 101.00 FEET OF THE EAST 15.00 FEET OF THE WEST 73.00 FEET OF THE WEST HALF OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M., CITY OF GRIMES, POLK COUNTY, IOWA. SAID EASEMENT CONTAINS 1,515 SQUARE FEET AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

N

NORTH

0 20 40

(IN FEET)
1 inch =40 ft.

LICENSED LAND SURVEYOR
JOHN DEWEY 23252
IOWA

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

SIGNATURE: _____ DATE: _____
JOHN DEWEY

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET

DATE SURVEYED: 1/19/2023

LEGEND

- PROPERTY LINE
- SECTION LINE
- ROW LINE
- EASEMENT AREA

McCLURE™
making lives better.

335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1361

REVISIONS
.
.
.

COUNTY LINE ROAD
WATER MAIN

GRIMES/IOWA
POLK COUNTY
211186
02/02/2023

ENGINEER A. POTTER
DRAWN BY A. FULLER
SURVEYOR J. DEWEY
CREW CHIEF

SKETCH NO.
TCE-10

DRAWING PATH: P:\211186-010\04-Drawings_Survey\211186-Temporary Easements.dwg PLOT DATE: 02/9/2023 10:01 AM PLOTTED BY: JOHN DEWEY

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of July 25, 2023

AGENDA HEADING: Resolution Approving Offer to Purchase and Agreement – EBH Property

SYNOPSIS:
The City is currently in the process of developing a number of plans for infrastructure projects around the 19th ST and James Street Corridors. EBH, Inc, holds a number of property assets in the general area that are impacted by these projects. Over the past year, the City of Grimes has been working with the EBH, Inc property owners, and their legal counsel on the acquisition of the necessary easements and ROW for the projects.

The projects that impact the EBH, INC property are listed below:

1. 19th Street Sewer Extension
2. SW 19th Street Water Main Extension
3. SE 11th and South James Street Improvements

An appraisal has been prepared for the easements and ROW, and an offer made to the property owner. The offer indicates that the City will pay a total of $368,038.00 for the permanent and temporary easements and ROW.

The owner has reviewed the offer and accepted it.

For reference, the breakdown for each project cost is below.

1. 19th Street Sewer Extension: $80,400.00
2. SW 19th Street Water Main Extension: $67,843.00
3. SE 11th and South James Street Improvements: $219,765.00

FISCAL IMPACT: Total Cost = $368,038.00

PREVIOUS COUNCIL ACTION(S): N/A

BOARD/COMMISSION ACTION(S): N/A

STAFF/COMMITTEE RECOMMENDATION: Staff would recommend approval.

RESOLUTION NO. 07-2423

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – EBH PROPERTY

WHEREAS, the City of Grimes is developing plans to construct the Grimes Phase 1A Water System Improvements, the 19th Street Sewer Extension and the SE 11th St and South James Improvements (the "Projects") and has determined that certain easements are necessary in order to construct the Project; and

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

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

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

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

PASSED AND APPROVED this 25th day of July 2023.

By:_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Prepared by/Return to: Alex Pfaltzgraff, City of Grimes, 410 SE Main Street, Unit 102, Grimes, IA 50111 515.986.4050

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

PARCEL NO. 7925-06-400-001, 7925-06-400-002, 7925-06-300-003
COUNTY: Polk
PROJECT NO. N/A
PROJECT NAME: 19th Street Water Main and South James Improvements

TO: EBH INC

On this 20th day of June, 2023, the City of Grimes, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy the real estate situated in Polk County, Iowa, and legally described on the attached **Easement and Plat Exhibit. This offer shall terminate on 30 days from offer date.** If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. **SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises as described on EXHIBIT A and which include the following buildings, improvements and other property: LAND ONLY. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.**

2. **Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.**

3. **Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.**

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
$	on right of possession	
$	on conveyance of title	
$	on surrender of possession	
$ 287,638.00	on possession and conveyance	Within 30 Days of BUYER Approval

$ 287,638.00 TOTAL LUMP SUM

BREAKDOWN: ac. = acres / sq.ft. = square feet

Land by Fee Title	3.12	ac.	$ 186,900.00
Underlying Fee Title	0	ac.	$ 0.00
Permanent Easement	5.05	ac.	$ 81,244.00
Temporary Easement(s)	4.5	ac.	$ 19,494.00
Landscaping/Other			$ 0.00
Total			$ 287,638.00

Additional Damages None

DISTRIBUTION: ONE COPY RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

BG Mike Smith

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: ~~Insert Tenant~~

5. Each page and each attachment is by this reference made part hereof.

6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: None

7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.

9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa.

12. BUYER hereby agrees to additionally warrant the project against any defects against the property as a result of the project for a period of one year following the completion and acceptance of the project. Defects may include, but are not limited to insufficient seeding/stabilization or settling of the property within the easement.

13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: None

14. BUYER shall be responsible for the removal and relocation of any fences.

15. BUYER shall be responsible for all restoration disturbed area within the easements.

16. SELLER agrees to cooperate with BUYER in removing liens and encumbrances in order to convey marketable title to BUYER in conformity with Iowa law and the Title Standards of the Iowa State Bar Association. If possession and conveyance are delayed due to SELLER's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. SELLER understands that if necessary property rights cannot be acquired by voluntary purchase, BUYER may initiate action to acquire the property interests contemplated in this Agreement under power of eminent domain.

17. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the conveyance documents for this purpose.

18. This Agreement shall not be binding until it has received the final approval by Resolution of the Grimes City Council.

19. GENERAL PROVISIONS.

a. This Agreement contains the entire agreement of the parties and no waiver, modification, release, or cancellation of this Agreement or any portion of this Agreement shall be binding unless evidenced by writing.
b. This Agreement shall be binding on the heirs, personal representatives, assigns, and successors of the parties.
c. This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X Robert Bruce Goodwin
By: Robert Bruce Goodwin
Marital Status: N/A

X XXX
By:
Marital Status:

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Virginia }
COUNTY OF Fairfax } ss:

On this 3 day of July 2023, A.D. 20 23, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Bruce Goodwin,

_____ to me personally known
or ✓ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Himagiri Achintavaghni (Sign in Ink)
_____ (Print/Type Name)
Notary Public in and for the State of Virginia

Himagiri Achintavaghni
Commonwealth of Virginia
Notary Public
Commission No. 7948340
My Commission Expires 6/30/2025

CAPACITY CLAIMED

BY SIGNER:
_ INDIVIDUAL
X CORPORATE
Title(s) of Corporate Officer(s): President
__ Corporate Seal is affixed
X No Corporate Seal procured
_ PARTNER(S): __ Limited Partnership
__ General Partnership
_ ATTORNEY-IN-FACT
_ EXECUTOR(s) or TRUSTEE(s)
_ GUARDIAN(s) or CONSERVATOR(s)
_ OTHER:
SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies)

BUYER'S APPROVAL

Signed by: Scott Mikkelsen (Date)

Attested by: Rochelle Williams (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Grimes, Iowa and who did say that said instrument was signed on behalf of City by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

Index Legend	
Location	E1/2 SE, Section 6, T79N, R25W
Requester	City of Grimes
Proprietor	EBH, Inc
Surveyor	Jody Budde
Surveyor Company	Foth Infrastructure & Environment, LLC
Return To	8191 Birchwood Court, Suite L Johnston, IA 50131 I (515) 254-1393

PROPERTY OWNER

EBH, INC
CAPITAL AGRICULTURE
PROPERTY SERVICE
801 WARRENVILLE ROAD, #150
LISLE, IL 60532
BOOK 8689, PAGE 99

ACQUISITION PLAT

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF GRIMES
SE 11TH STREET AND S JAMES STREET
PARCEL 29

EXHIBIT 29-F

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

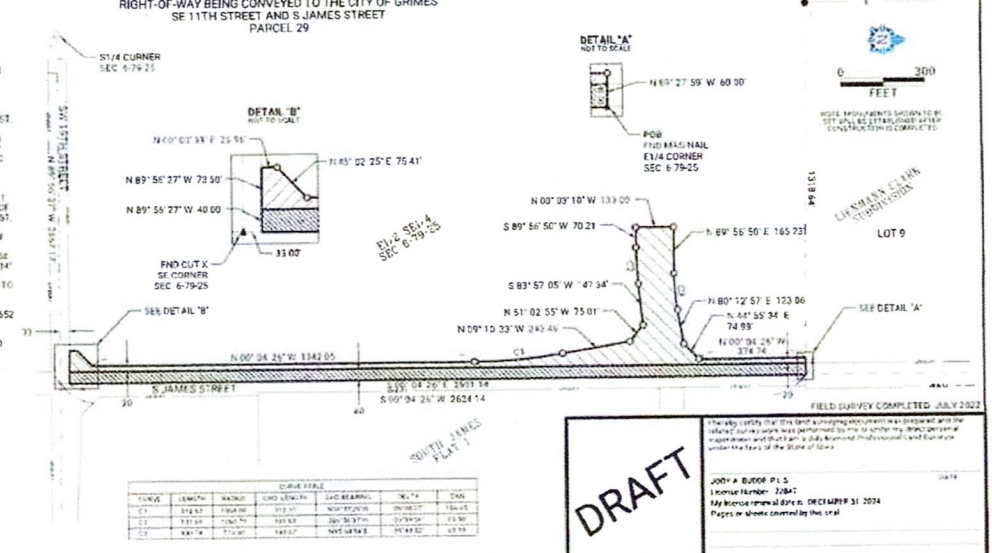
BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 6; THENCE SOUTH 00° 04' 26" EAST, 2501.14 FEET ALONG THE EAST LINE OF SAID SECTION 6; THENCE NORTH 89° 55' 27" WEST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SW 11TH STREET; THENCE CONTINUING NORTH 89° 56' 27" WEST, 73.50 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 00° 03' 33" EAST, 28.00 FEET; THENCE NORTH 45° 02' 25" EAST, 75.41 FEET; THENCE NORTH 00° 04' 26" WEST, 1342.05 FEET; THENCE NORTHERLY A DISTANCE OF 312.63 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE WESTERLY WITH A CENTRAL ANGLE OF 09° 24' 07", HAVING A 1904.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 04° 37' 29" WEST, 312.30 FEET; THENCE NORTH 09° 10' 33" WEST, 243.46 FEET; THENCE NORTH 51° 02' 55" WEST, 75.01 FEET; THENCE SOUTH 83° 57' 05" WEST, 147.34 FEET; THENCE WESTERLY A DISTANCE OF 133.69 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY WITH A CENTRAL ANGLE OF 05° 59' 24", ALONG A 1280.79 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 86° 56' 27" WEST, 133.63 FEET; THENCE SOUTH 89° 56' 50" WEST, 70.21 FEET; THENCE NORTH 00° 03' 10" WEST, 133.00 FEET; THENCE NORTH 89° 56' 50" EAST, 165.23 FEET; THENCE EASTERLY A DISTANCE OF 130.78 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE NORTHERLY WITH A CENTRAL ANGLE OF 09° 43' 52", ALONG A 770.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 85° 04' 54" EAST, 130.63 FEET; THENCE NORTH 50° 32' 57" EAST, 123.68 FEET; THENCE NORTH 41° 55' 34" EAST, 74.99 FEET; THENCE NORTH 00° 04' 26" WEST, 374.74 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89° 27' 59" EAST, 90.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING

SAID TRACT CONTAINS 239,369 SQUARE FEET OR 5.50 ACRES MORE OR LESS, INCLUDING 103,652 SQUARE FEET OR 2.38 ACRES MORE OR LESS OF EXISTING ROADWAY EASEMENT

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT

LEGEND

- ▲ – FOUND SECTION CORNER MONUMENT
- △ – SET SECTION CORNER MONUMENT
- ● – FOUND 5/8" REBAR W/YELLOW CAP #2823 (UNLESS NOTED)
- ○ – SET 5/8" REBAR W/PINK CAP #22847 (UNLESS NOTED)
- (M) – MEASURED DIMENSION
- (R) – RECORDED DIMENSION
- I.R. – IRON ROD
- I.P. – IRON PIPE
- ---- – SECTION LINE
- – RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- – PROPERTY LINE
- PROPOSED RIGHT-OF-WAY ACQUISITION
- EXISTING ROADWAY EASEMENT TO BE ACQUIRED AS RIGHT-OF-WAY



CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD LENGTH	CHD BEARING	DELTA	TAN
C1	312.63'	1904.00'	312.30'	N04°37'29"W	09°24'07"	156.65'
C2	133.69'	1280.79'	133.63'	S86°56'27"W	05°59'24"	66.90'
C3	130.78'	770.00'	130.63'	N85°04'54"E	09°43'52"	65.55'

DRAFT

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa

JODY A. BUDDE, P.L.S. DATE
License Number: 22847
My license renewal date is DECEMBER 31, 2024
Pages or sheets covered by this seal

SURVEY FOR:
CITY OF GRIMES
410 SE MAIN STREET, #102
GRIMES, IA 50111
PHONE (515) 986-4050

FOTH PROJECT NO: 22G020-01 DATE: 5/26/2023

Foth

SE 11TH STREET AND S JAMES STREET
GRIMES, IOWA

SHEET
1 OF 1

Index Legend	
Location:	E1/2 SE, Section 6, T79N, R25W
Requestor:	City of Grimes
Proprietor:	EBH, Inc
Surveyor:	Jody Budde
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	8191 Birchwood Court, Suite L Johnston, IA 50131 | (515) 254-1393

EXHIBIT 29-P1

PERMANENT EASEMENT

PERMANENT PUBLIC UTILITY EASEMENT BEING CONVEYED TO THE CITY OF GRIMES
SE 11TH STREET AND S JAMES STREET
PARCEL 29

PROPERTY OWNER:
EBH, INC
CAPITAL AGRICULTURE
PROPERTY SERVICE
801 WARRENVILLE ROAD, #150
LISLE, IL 60532
BOOK 8609, PAGE 99

LEGAL DESCRIPTION PARCEL 'A':

A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE NORTH 00° 04' 26" WEST 113.44 FEET ALONG THE EAST LINE OF SAID SECTION 6; THENCE SOUTH 89° 55' 34" WEST, 60.00 FEET TO A POINT ON THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF S JAMES STREET, ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 45° 02' 25" WEST, 14.11 FEET ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE; THENCE NORTH 00° 04' 26" WEST, 1352.62 FEET; THENCE NORTHERLY A DISTANCE OF 311.04 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE WESTERLY WITH A CENTRAL ANGLE OF 09° 06' 07", ALONG A 1958.00 FOOT RADIUS THAT BEARS NORTH 04° 37' 29" WEST, 310.72 FEET; THENCE NORTH 09° 10' 33" WEST, 239.63 FEET; THENCE NORTH 51° 02' 55" WEST, 81.18 FEET TO SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE; THENCE NORTH 83° 57' 05" EAST, 14.14 FEET ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 51° 02' 55" EAST, 75.01 FEET CONTINUING ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 09° 10' 33" EAST, 243.86 FEET CONTINUING ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTHERLY A DISTANCE OF 312.63 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE WESTERLY WITH A CENTRAL ANGLE OF 09° 09' 07", ALONG A 1968.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 04° 37' 29" EAST, 312.30 FEET CONTINUING ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 00° 04' 26" EAST, 1342.05 FEET CONTINUING ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING

SAID TRACT CONTAINS 19,785 SQUARE FEET OR 0.45 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT

LEGAL DESCRIPTION PARCEL 'B':

A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

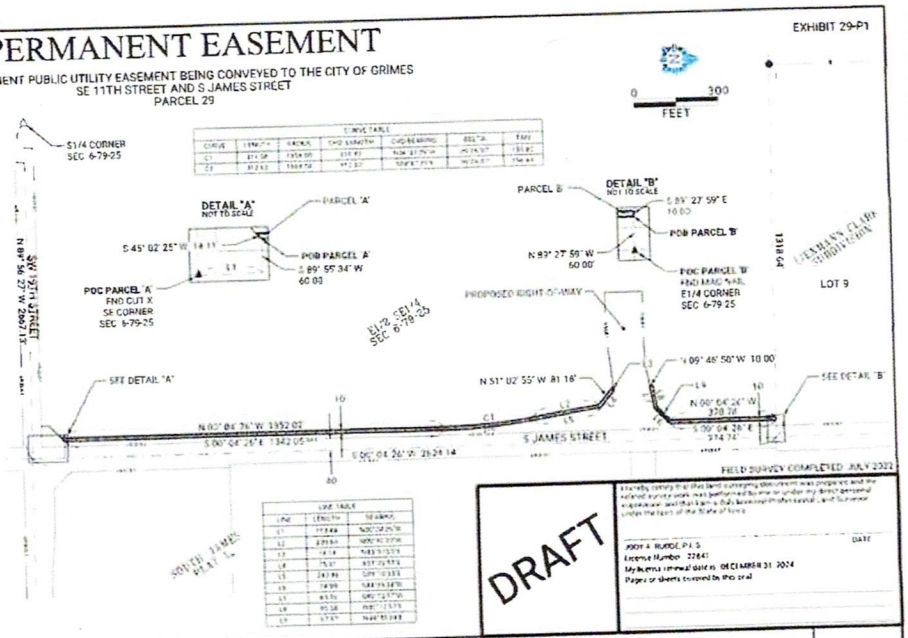
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6; THENCE NORTH 89° 27' 59" WEST 60.00 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6 TO A POINT ON THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF S JAMES STREET, ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 00° 04' 26" EAST, 374.74 FEET ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 44° 55' 34" WEST, 74.99 FEET CONTINUING ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 80° 12' 57" WEST, 83.76 FEET CONTINUING ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE; THENCE NORTH 09° 46' 50" WEST, 10.00 FEET; THENCE NORTH 80° 12' 57" EAST, 83.54 FEET; THENCE NORTH 44° 55' 34" EAST, 67.67 FEET; THENCE NORTH 45° 04' 26" WEST, 370.70 FEET TO SAID NORTH LINE; THENCE SOUTH 89° 27' 59" EAST, 10.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING

SAID TRACT CONTAINS 5,243 SQUARE FEET OR 0.12 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- ● FOUND 1/2" REBAR W/YELLOW CAP #9321 UNLESS NOTED
- ○ SET 5/8" REBAR W/PINK CAP #27847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- RIGHT-OF-WAY LINE
- EX STATE LOT LINE
- PROPERTY LINE
- PERMANENT PUBLIC UTILITY EASEMENT



DRAFT

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa.

JODY A. BUDDE, P.L.S. DATE
License Number 22841
My license renewal date is DECEMBER 31, 2024
Pages or sheets covered by this seal

SURVEY FOR:
CITY OF GRIMES
410 SE MAIN STREET, #102
GRIMES, IA 50111
PHONE: (515) 986-4050

FOTH PROJECT NO 22GC20-01 DATE 5/24/2023

Foth

SE 11TH STREET AND S JAMES STREET
GRIMES, IOWA

SHEET
1 OF 1

Index Legend	
Location:	E1/2 SE, Section 6, T79N, R25W
Requestor:	City of Grimes
Proprietor:	EBH, Inc
Surveyor:	Jody Budde
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	8191 Birchwood Court, Suite L Johnston, IA 50131 I (515) 254-1393

PERMANENT EASEMENT

EXHIBIT 29-P2

PERMANENT STORM SEWER EASEMENT BEING CONVEYED TO THE CITY OF GRIMES
SE 11TH STREET AND S JAMES STREET
PARCEL 29

PROPERTY OWNER
EBH, INC
CAPITAL AGRICULTURE
PROPERTY SERVICE
801 WARRENVILLE ROAD, #150
LISLE, IL 60532
BOOK 8609, PAGE 99

LEGAL DESCRIPTION PARCEL 'A':

A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6; THENCE SOUTH 00° 04' 25" EAST, 793.54 FEET ALONG THE EAST LINE OF SAID SECTION 6; THENCE SOUTH 89° 55' 34" WEST, 95.00 FEET TO A POINT ON THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF S JAMES STREET, ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 09° 10' 33" EAST, 64.59 FEET ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTHERLY A DISTANCE OF 31.40 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE WESTERLY WITH A CENTRAL ANGLE OF 00° 54' 51", ALONG A 1968.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 08° 43' 07" EAST, 31.40 FEET CONTINUING ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 60° 37' 04" WEST, 111.33 FEET; THENCE NORTH 14° 01' 30" WEST, 93.33 FEET; THENCE NORTH 60° 37' 04" EAST, 128.00 FEET TO THE POINT OF BEGINNING

SAID TRACT CONTAINS 10,419 SQUARE FEET OR 0.24 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT

LEGAL DESCRIPTION PARCEL 'B':

A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

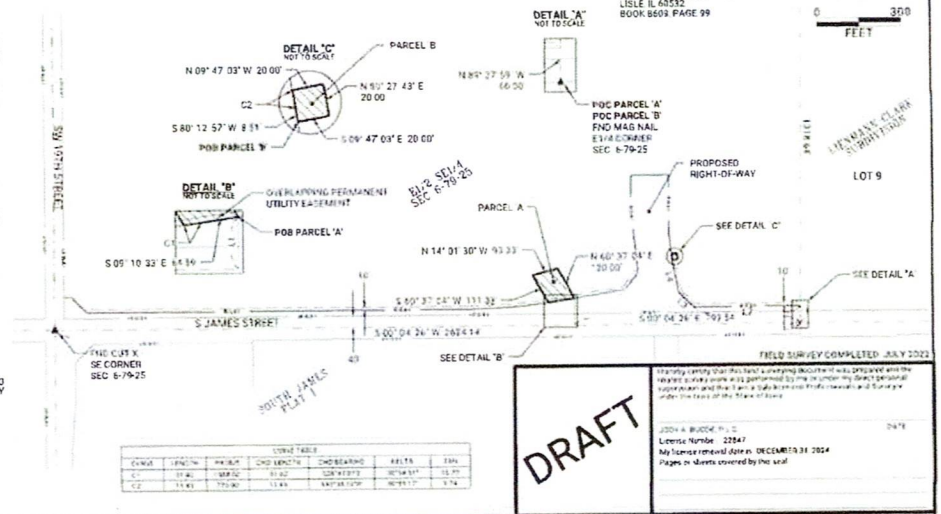
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6; THENCE NORTH 89° 27' 59" WEST, 66.00 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6 TO THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF S JAMES STREET; THENCE SOUTH 00° 04' 25" EAST, 374.74 FEET ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 44° 55' 34" WEST, 74.99 FEET CONTINUING ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 80° 12' 57" WEST, 134.55 FEET CONTINUING ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 80° 12' 57" WEST, 8.51 FEET ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE; THENCE WESTERLY A DISTANCE OF 31.49 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE NORTHERLY WITH A CENTRAL ANGLE OF 00° 55' 13", ALONG A 370.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 80° 39' 36" WEST, 31.49 FEET CONTINUING ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE; THENCE NORTH 09° 47' 03" WEST, 20.00 FEET; THENCE NORTH 80° 27' 43" EAST, 20.00 FEET; THENCE SOUTH 09° 47' 03" EAST, 20.00 FEET TO THE POINT OF BEGINNING

SAID TRACT CONTAINS 401 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- ● FOUND 1/2" REBAR W/ YELLOW PLASTIC CAP (UNLESS NOTED)
- ○ SET 5/8" REBAR W/ PINK CAP #22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- RIGHT-OF-WAY LINE
- EXISTING EASEMENT LINE
- PROPERTY LINE
- PERMANENT STORM SEWER EASEMENT



LINE TABLE		
LINE	LENGTH	BEARING
L1	95.00'	S89°55'34"W
L2	374.74'	S00°04'25"E
L3	74.99'	S44°55'34"W
L4	134.55'	S80°12'57"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHD LENGTH	CHD BEARING	DELTA
C1	31.40'	1968.00'	31.40'	S08°43'07"E	00°54'51"
C2	31.49'	370.00'	31.48'	S80°39'36"W	04°52'13"

FIELD SURVEY COMPLETED: JULY 2023

DRAFT

I hereby certify that this land surveying document was prepared and the relevant survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

JODY A. BUDDE, P.L.S. DATE
License Number: 22847
My license renewal date is: DECEMBER 31, 2024
Pages or sheets covered by this seal:

SURVEY FOR:
CITY OF GRIMES
410 SE MAIN STREET #102
GRIMES, IA 50111
PHONE: (515) 986-4050

FOTH PROJECT NO: 226020-01 DATE: 5/24/2023

Foth

SE 11TH STREET AND S JAMES STREET
GRIMES, IOWA

SHEET
1 OF 1

Index Legend	
Location:	E1/2 SE, Section 6, T79N, R25W
Requestor:	City of Grimes
Proprietor:	EBH, Inc
Surveyor:	Jody Budde
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	8191 Birchwood Court, Suite L Johnston, IA 50131 (515) 254-1393

PERMANENT EASEMENT

EXHIBIT 29-P3

PERMANENT ACCESS EASEMENT BEING CONVEYED TO THE CITY OF GRIMES
SE 11TH STREET AND S JAMES STREET
PARCEL 29

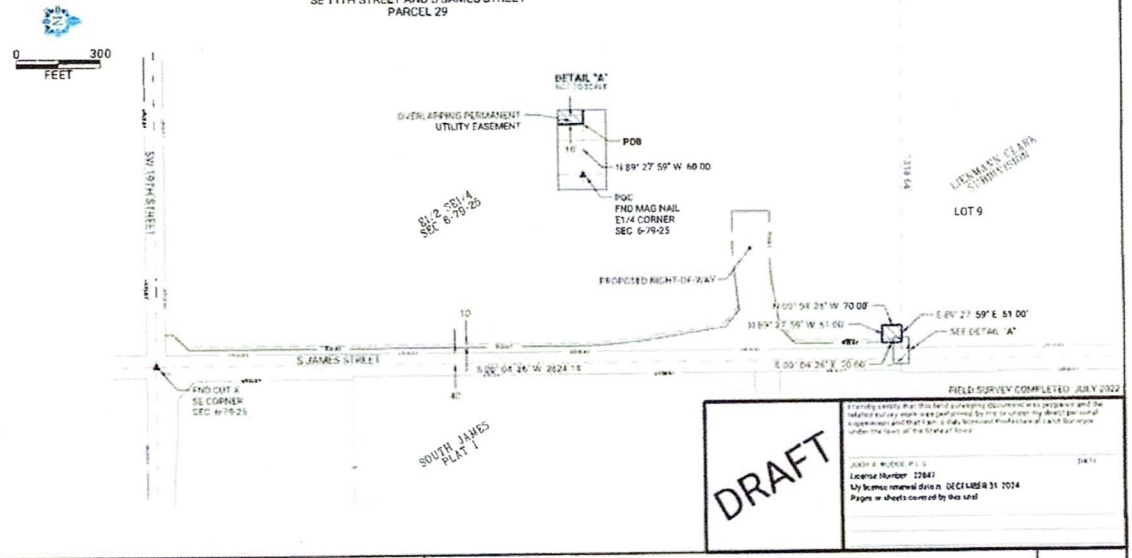
PROPERTY OWNER:
EBH, INC
CAPITAL AGRICULTURE
PROPERTY SERVICE
801 WARRENVILLE ROAD, #150
LISLE, IL 60532
BOOK 8455, PAGE 90

LEGAL DESCRIPTION:
A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6; THENCE NORTH 89° 27' 59" WEST, 60.00 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6 TO A POINT ON THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF S. JAMES STREET, ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 00° 04' 26" EAST, 70.00 FEET ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE; THENCE NORTH 89° 27' 59" WEST, 51.00 FEET; THENCE NORTH 00° 04' 26" WEST, 70.00 FEET TO SAID NORTH LINE; THENCE SOUTH 89° 27' 59" EAST, 51.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 4,376 SQUARE FEET OR 0.10 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT



LEGEND

▲	FOUND SECTION CORNER MONUMENT
△	SET SECTION CORNER MONUMENT
●	FOUND 1/2" REROD W/YELLOW CAP #2321 (UNLESS NOTED)
○	SET 5/8" REROD W/PINK CAP#22647 (UNLESS NOTED)
(M)	MEASURED DIMENSION
(R)	RECORDED DIMENSION
I.R.	IRON ROD
I.P.	IRON PIPE
	SECTION LINE
	RIGHT-OF-WAY LINE
	EXISTING LOT LINE
	PROPERTY LINE
	PERMANENT ACCESS EASEMENT

FIELD SURVEY COMPLETED JULY 2022

DRAFT

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

JODY A. BUDDE, P.L.S. DATE
License Number 22647
My license renewal date is DECEMBER 31, 2024
Pages or sheets covered by this seal

SURVEY FOR
CITY OF GRIMES
410 SE MAIN STREET, #102
GRIMES, IA 50111
PHONE: (515) 986-4050

FOTH PROJECT NO: 22G020-01 DATE: 5/24/2023

Foth

SE 11TH STREET AND S JAMES STREET
GRIMES, IOWA

SHEET
1 OF 1

Prepared by Jody Budde, 8191 Birchwood Court, Suite L, Johnston, IA 50131 • Phone: 515-254-1393

TEMPORARY EASEMENT

EXHIBIT 29-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF GRIMES
SE 11TH STREET AND S JAMES STREET
PARCEL 29

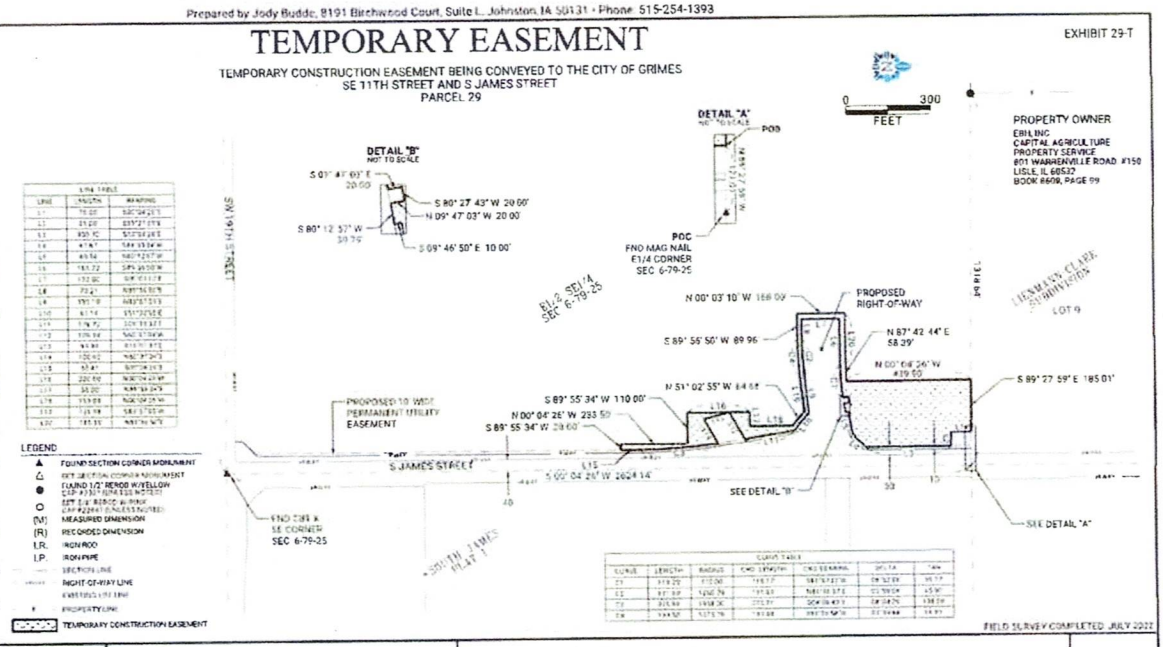
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6; THENCE NORTH 89° 37' 59" WEST, 121.61 FEET ALONG THE NORTHLINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6 TO THE POINT OF BEGINNING; THENCE SOUTH 00° 04' 26" EAST, 70.00 FEET; THENCE SOUTH 89° 37' 59" EAST, 51.00 FEET; THENCE SOUTH 00° 04' 26" EAST, 300.70 FEET; THENCE SOUTH 44° 51' 34" WEST, 47.67 FEET; THENCE SOUTH 89° 55' 34" WEST, 80.58 FEET; THENCE SOUTH 00° 49' 50" EAST, 10.00 FEET; THENCE SOUTH 89° 12' 57" WEST, 20.79 FEET; THENCE NORTH 89° 47' 03" WEST, 20.00 FEET; THENCE SOUTH 00° 27' 47" WEST, 29.00 FEET; THENCE SOUTH 09° 47' 03" EAST, 22.09 FEET; THENCE WESTERLY A DISTANCE OF 119.29 FEET ALONG THE ARC OF A TANGENT CURVE, CONCAVE NORTHERLY WITH A CENTRAL ANGLE OF 08° 02' 35", ALONG A 2,735.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 85° 30' 32" WEST, 119.17 FEET; THENCE SOUTH 89° 16' 50" WEST, 695.24 FEET; THENCE SOUTH 00° 09' 10" EAST, 133.00 FEET; THENCE NORTH 89° 16' 50" EAST, 729.23 FEET; THENCE EASTERLY A DISTANCE OF 151.69 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY WITH A CENTRAL ANGLE OF 05° 59' 04", ALONG A 1,280.79 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 86° 56' 37" EAST, 151.63 FEET; THENCE NORTH 89° 57' 09" EAST, 133.13 FEET; THENCE SOUTH 51° 03' 35" EAST, 81.18 FEET; THENCE SOUTH 00° 12' 34" EAST, 179.92 FEET; THENCE SOUTH 89° 37' 04" WEST, 109.84 FEET; THENCE SOUTH 44° 51' 26" EAST, 53.33 FEET; THENCE NORTH 89° 37' 59" EAST, 104.40 FEET; THENCE SOUTHERLY A DISTANCE OF 279.94 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE EASTERLY WITH A CENTRAL ANGLE OF 5° 38' 28", ALONG A 1,998.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 02° 56' 40" EAST, 279.74 FEET; THENCE SOUTH 00° 04' 26" EAST, 66.41 FEET; THENCE SOUTH 89° 55' 34" WEST, 20.00 FEET; THENCE NORTH 00° 04' 26" WEST, 230.56 FEET; THENCE NORTH 89° 55' 34" WEST, 130.00 FEET; THENCE NORTH 00° 04' 26" WEST, 320.00 FEET; THENCE NORTH 89° 55' 34" EAST, 56.00 FEET; THENCE NORTH 00° 04' 26" WEST, 153.00 FEET; THENCE NORTH 51° 03' 35" WEST, 64.18 FEET; THENCE SOUTH 89° 57' 09" WEST, 124.99 FEET; THENCE WESTERLY A DISTANCE OF 153.50 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE NORTHERLY WITH A CENTRAL ANGLE OF 6° 59' 46", ALONG A 1,257.79 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 86° 56' 16" WEST, 153.44 FEET; THENCE SOUTH 89° 36' 30" WEST, 89.96 FEET; THENCE NORTH 00° 23' 30" WEST, 158.00 FEET; THENCE NORTH 89° 36' 30" EAST, 145.35 FEET; THENCE NORTH 87° 42' 44" EAST, 58.29 FEET; THENCE NORTH 00° 04' 26" WEST, 439.90 FEET TO SAID NORTHLINE; THENCE SOUTH 89° 27' 59" EAST, 185.01 FEET ALONG SAID NORTHLINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 135,526 SQUARE FEET OR 3.11 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) IOWA SPCS SOUTH ZONE, US SURVEY FOOT.



LINE TABLE		
LINE	LENGTH	BEARING
L1	70.00'	S00°04'26"E
L2	51.00'	S89°37'59"E
L3	300.70'	S44°51'34"W
L4	47.67'	S89°55'34"W
L5	80.58'	N44°51'26"W
L6	10.00'	S00°49'50"E
L7	152.00'	S89°37'59"E
L8	72.41'	N89°55'34"E
L9	100.18'	N89°37'59"E
L10	64.14'	S51°03'35"E
L11	179.92'	S00°12'34"E
L12	109.84'	S89°37'04"W
L13	53.33'	S44°51'26"E
L14	104.40'	N89°37'59"E
L15	66.41'	S00°04'26"E
L16	20.00'	S89°55'34"W
L17	153.00'	N00°04'26"W
L18	124.99'	S89°57'09"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD LENGTH	CHD BEARING	DELTA	TAN
C1	119.29'	2735.00'	119.17'	S85°30'32"W	02°30'35"	59.67'
C2	151.69'	1280.79'	151.63'	S86°56'37"E	06°47'04"	75.90'
C3	153.50'	1257.79'	153.44'	S86°56'16"W	06°59'46"	76.83'
C4	279.94'	1998.00'	279.74'	S02°56'40"E	08°01'54"	140.19'

FIELD SURVEY COMPLETED JULY 2022

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- ● FOUND 1/2" REBAR W/YELLOW CAP #13219 (UNLESS NOTED)
- ○ SET 5/8" REBAR W/RED CAP #22641 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT

SURVEY FOR:
CITY OF GRIMES
410 SE MAIN STREET, #102
GRIMES, IA 50111
PHONE: (515) 986-4050

FOTH PROJECT NO 22G020.01 DATE 6/1/2023

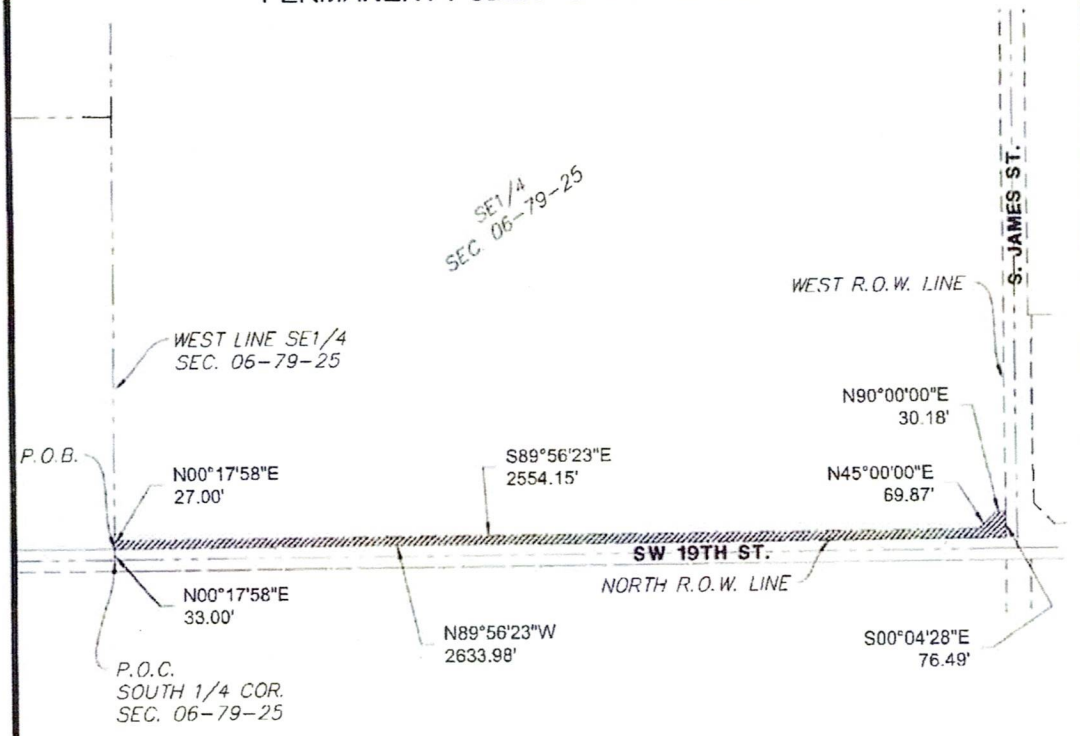
Foth

SE 11TH STREET AND S JAMES STREET
GRIMES, IOWA

SHEET
1 OF 1

EXHIBIT '07'

PERMANENT PUBLIC UTILITY EASEMENT



LEGAL DESCRIPTION:

A PERMANENT PUBLIC UTILITY EASEMENT BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M., CITY OF GRIMES, POLK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 6, THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, NORTH 00°17'58" EAST A DISTANCE OF 33.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SW 19TH STREET ALSO BEING THE POINT OF BEGINNING, THENCE NORTH 00°17'58" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 27.00 FEET; THENCE SOUTH 89°56'23" EAST, 2554.15 FEET; THENCE NORTH 45°00'00" EAST A DISTANCE OF 69.87 FEET; THENCE NORTH 90°00'00" EAST A DISTANCE OF 30.18 FEET TO THE WESTERLY RIGHT OF WAY OF SOUTH JAMES STREET; THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 00°04'28" EAST A DISTANCE OF 76.49 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SW 19TH STREET; THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 89°56'23" WEST A DISTANCE OF 2633.98 FEET TO THE POINT OF BEGINNING; SAID EASEMENT CONTAINS 73,832 SQUARE FEET AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

N
NORTH

0 200 400
(IN FEET)
1 inch =400 ft

LICENSED LAND SURVEYOR
JOHN DEWEY
23252
IOWA

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

SIGNATURE _____ DATE 2/14/23
JOHN DEWEY

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
PAGES OR SHEETS COVERED BY THIS SEAL: This sheet
DATE SURVEYED: 1/18/23

LEGEND

- PROPERTY LINE
- SECTION LINE
- ROW LINE
- EASEMENT AREA

McCLURE™
making lives better.

335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1361

REVISIONS

SW 19th STREET
WATER MAIN

GRIMES/IOWA
POLK COUNTY
211186
02/02/2023

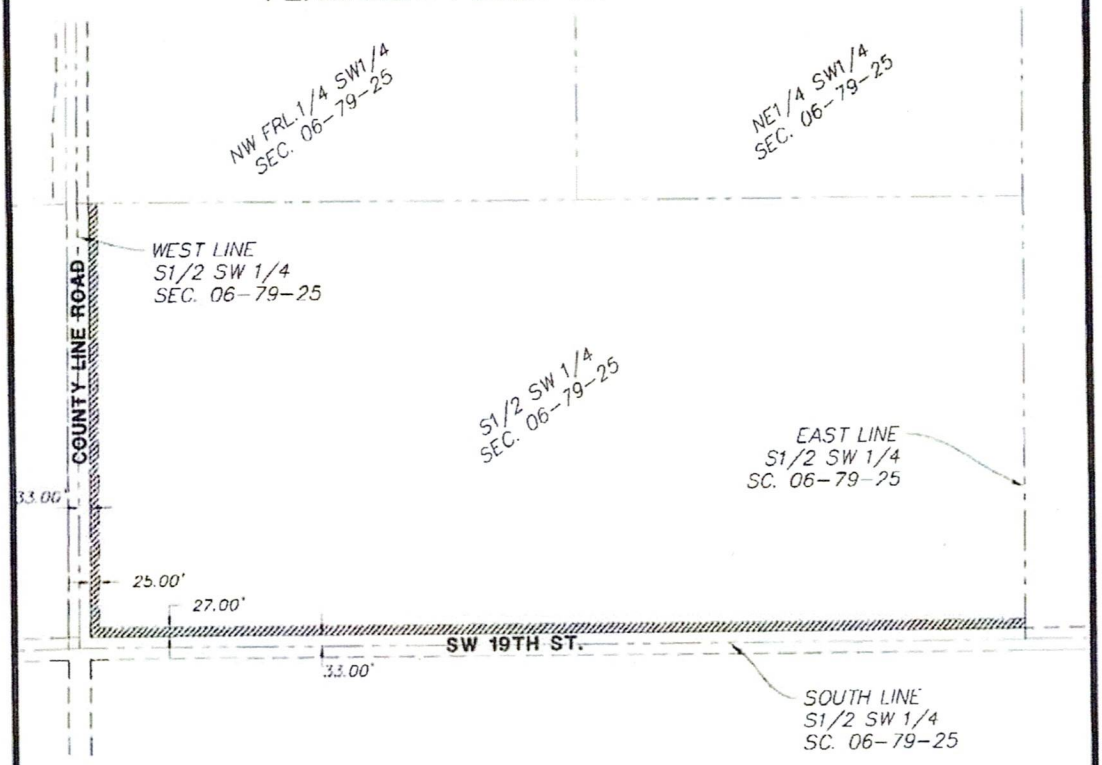
ENGINEER A POTTER
DRAWN BY A FULLER
SURVEYOR J. DEWEY
CREW CHIEF

SKETCH NO
PUE-07

DRAWING PATH: P:\211186-010-04 Drawings\ Survey\211186 Easements.dwg PLOT DATE: 02/02/2023 1:43 PM PLOTTED BY: JOHN DEWEY

EXHIBIT '08'

PERMANENT PUBLIC UTILITY EASEMENT



LEGAL DESCRIPTION:

A PERMANENT PUBLIC UTILITY EASEMENT BEING THE EAST 25.00 FEET OF THE WEST 58.00 FEET AND THE NORTH 27.00 FEET OF THE SOUTH 60.00 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M., CITY OF GRIMES, POLK COUNTY, IOWA. SAID EASEMENT CONTAINS 106,314 SQUARE FEET AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

N
NORTH
0 200 400
(IN FEET)
1 inch =400 ft

LICENSED LAND SURVEYOR
JOHN DEWEY
23757
IOWA

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

SIGNATURE _____ DATE 2/14/23
JOHN DEWEY

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
PAGES OR SHEETS COVERED BY THIS SEAL: This sheet
DATE SURVEYED: 1/18/23

LEGEND

- PROPERTY LINE
- SECTION LINE
- ROW LINE
- EASEMENT AREA

McCLURE™
making lives better.

335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1361

REVISIONS

SW 19TH STREET
WATER MAIN

GRIMES/IA
POLK
211186
02/02/2023

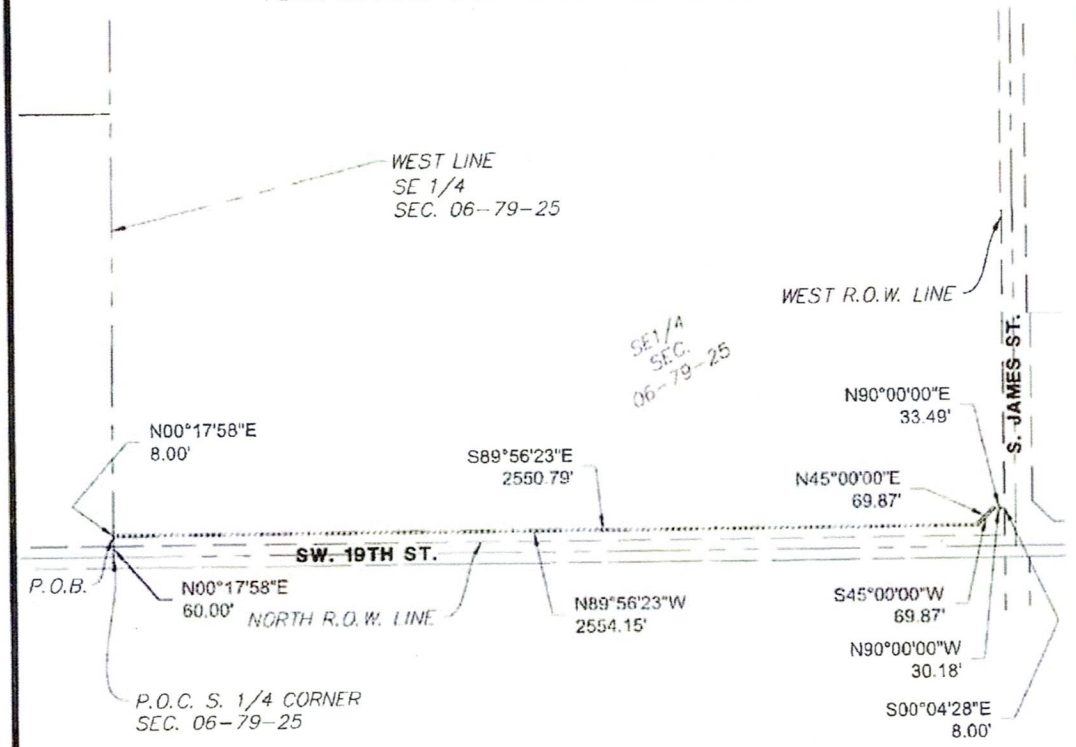
ENGINEER A POTTER
DRAWN BY A FULLER
SURVEYOR J. DEWEY
CREW CHIEF

SKETCH NO
PUE-08

DRAWING PATH: P:\211186-01\04 Drawings\Survey\211186 Easements.dwg PLOT DATE: 02/14/2023 2:43 PM PLOTTED BY: JOHN DEWEY

EXHIBIT 'TE07'

TEMPORARY CONSTRUCTION EASEMENT



LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT BEING PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M., CITY OF GRIMES, POLK COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 6, THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, NORTH 00°17'58" EAST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00°17'58" EAST A DISTANCE OF 8.00 FEET; THENCE SOUTH 89°56'23" EAST, 2550.83 FEET; THENCE NORTH 45°00'00" EAST A DISTANCE OF 69.87 FEET; THENCE NORTH 90°00'00" EAST A DISTANCE OF 33.49 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SOUTH JAMES STREET; THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 00°04'28" EAST A DISTANCE OF 8.00 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 30.18 FEET; THENCE SOUTH 45°00'00" WEST A DISTANCE OF 69.87 FEET; THENCE NORTH 89°56'23" WEST A DISTANCE OF 2554.15 FEET TO THE POINT OF BEGINNING; SAID EASEMENT CONTAINS 21,234 SQUARE FEET AND IS SUBJECT TO EASEMENTS OF RECORD.

N
NORTH

0 200 400
(IN FEET)
1 inch =400 ft

LICENSED LAND SURVEYOR
JOHN DEWEY
23252
IOWA

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

SIGNATURE JOHN DEWEY DATE 2/14/23

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

PAGES OR SHEETS COVERED BY THIS SEAL THIS SHEET

DATE SURVEYED: 1/19/2023

LEGEND

- PROPERTY LINE
- SECTION LINE
- ROW LINE
- EASEMENT AREA

McCLURE
making lives better.

335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1361

REVISIONS

SW 19TH ST
WATER MAIN

GRIMES/IOWA
POLK
211186
02/02/2023

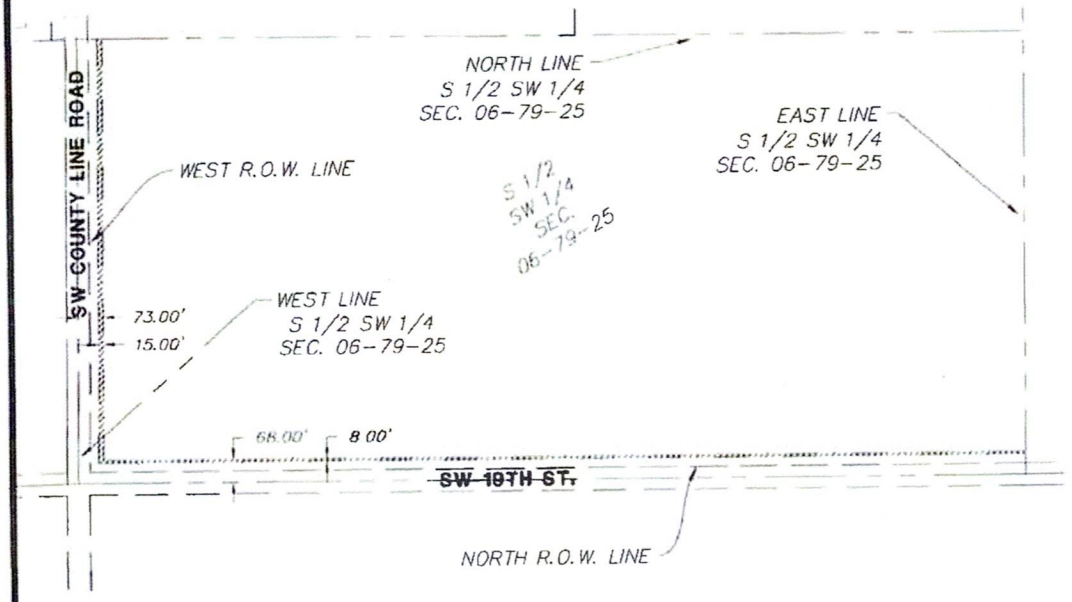
ENGINEER A. POTTER
DRAWN BY A. FULLER
SURVEYOR J DEWEY
CREW CHIEF

SKETCH NO
TCE-07

DRAWING PATH: P:\211186-210104-Drawings\ Survey\21-186-Temporary Easements.dwg PLOT DATE: 02/14/2023 2:45 PM PLOTTED BY: JOHN DEWEY

EXHIBIT 'TE08'

TEMPORARY CONSTRUCTION EASEMENT



LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASTMENT BEING THE NORTH 8.00 FEET OF THE SOUTH 68.00 FEET AND THE EAST 15.00 FEET OF THE WEST 73.00 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M., CITY OF GRIMES, POLK COUNTY, IOWA. SAID EASEMENT CONTAINS 40,810 SQUARE FEET AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

N
NORTH

0 200 400
(IN FEET)
1 inch =400 ft

LICENSED LAND SURVEYOR
JOHN DEWEY
23252
IOWA

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

SIGNATURE _____ DATE 2/14/23
JOHN DEWEY

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET
DATE SURVEYED: 1/19/2023

LEGEND

- PROPERTY LINE
- SECTION LINE
- ROW LINE
- EASEMENT AREA

McCLURE™
making lives better.

335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1381

REVISIONS

SW 19TH ST
WATER MAIN

GRIMES/IOWA
POLK
211186
02/02/2023

ENGINEER A POTTER
DRAWN BY A FULLER
SURVEYOR J DEWEY
CREW CHIEF

SKETCH NO
TCE-08

DRAWING PATH: P:\211186-210104-Drawings\Survey\211186 Temporary Easements.dwg PLOT DATE: 2/14/2023 2:45 PM PLOTTED BY: JOHN DEWEY

Prepared by/Return to: Alex Pfaltzgraff, City of Grimes, 410 SE Main Street, Unit 102, Grimes, IA 50111 515.986.4050

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

PARCEL NO. 7925-08-100-001, 7925-08-100-002
COUNTY: Polk
PROJECT NO. N/A
PROJECT NAME: 19th Street Sewer Extension

TO: EBH INC

On this 20th day of June, 2023, the City of Grimes, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy the real estate situated in Polk County, Iowa, and legally described on the attached **Easement Exhibit. This offer shall terminate on 30 days from offer date.** If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. **SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises as described on EXHIBIT A and which include the following buildings, improvements and other property: LAND ONLY. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.**

2. **Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.**

3. **Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.**

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
$	on right of possession	
$	on conveyance of title	
$	on surrender of possession	
$ 80,400.00	on possession and conveyance	Within 30 Days of BUYER Approval

$ 80,400.00 TOTAL LUMP SUM

BREAKDOWN:	ac. = acres / sq.ft. = square feet	
Land by Fee Title	0 sq.ft.	$ 0.00
Underlying Fee Title	0 sq.ft.	$ 0.00
Permanent Easement	109,910 sq.ft.	$ 66,800.00
Temporary Easement(s)	99,496 sq.ft.	$ 13,600.00
Landscaping/Other		$ 0.00
Total		$ 80,400.00

Additional Damages None

DISTRIBUTION: ONE COPY RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

BF Mike Smith

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: ~~Insert Tenant~~

5. Each page and each attachment is by this reference made part hereof.

6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: None

7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.

9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa.

12. BUYER hereby agrees to additionally warrant the project against any defects against the property as a result of the project for a period of one year following the completion and acceptance of the project. Defects may include, but are not limited to insufficient seeding/stabilization or settling of the property within the easement.

13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: None

14. BUYER shall be responsible for the removal and relocation of any fences.

15. BUYER shall be responsible for all restoration disturbed area within the easements.

16. SELLER agrees to cooperate with BUYER in removing liens and encumbrances in order to convey marketable title to BUYER in conformity with Iowa law and the Title Standards of the Iowa State Bar Association. If possession and conveyance are delayed due to SELLER's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. SELLER understands that if necessary property rights cannot be acquired by voluntary purchase, BUYER may initiate action to acquire the property interests contemplated in this Agreement under power of eminent domain.

17. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the conveyance documents for this purpose.

18. This Agreement shall not be binding until it has received the final approval by Resolution of the Grimes City Council.

19. GENERAL PROVISIONS.

    a. This Agreement contains the entire agreement of the parties and no waiver, modification, release, or cancellation of this Agreement or any portion of this Agreement shall be binding unless evidenced by writing.
    b. This Agreement shall be binding on the heirs, personal representatives, assigns, and successors of the parties.
    c. This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X Robert Bruce Goodwin
By: Robert Bruce Goodwin
Marital Status: N/A

X
By:
Marital Status:

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Virginia }
COUNTY OF Fairfax } ss:

On this 3 day of July, A.D. 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Bruce Goodwin,

__ to me personally known
or __√__ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) A. Himagiri HIMAGIRI ACHANTA (Sign in Ink) (Print/Type Name)
Notary Public in and for the State of Virginia

Himagiri Achanta
Commonwealth of Virginia
Notary Public
Commission No. 7948340
My Commission Expires 6/30/2025

CAPACITY CLAIMED

BY SIGNER:
_ INDIVIDUAL
X CORPORATE
Title(s) of Corporate Officer(s): President
__ Corporate Seal is affixed
X No Corporate Seal procured
_ PARTNER(s): __ Limited Partnership
__ General Partnership
_ ATTORNEY-IN-FACT
_ EXECUTOR(s) or TRUSTEE(s)
_ GUARDIAN(s) or CONSERVATOR(s)
_ OTHER:
SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies)

BUYER'S APPROVAL

Signed by: Scott Mikkelsen (Date)

Attested by: Rochelle Williams (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Grimes, Iowa and who did say that said instrument was signed on behalf of City by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

Notary Public in and for the State of Iowa

Index Legend	
Location:	NW1/4, Section 8, Township 79 N, Range 25 West
Requestor:	City of Grimes
Proprietor:	EBH, INC
Surveyor:	Jody Budde
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	8191 Birchwood Court, Suite L Johnston, IA 50131 | (515) 254-1393

PERMANENT EASEMENT

EXHIBIT 14-P

PERMANENT SANITARY SEWER EASEMENT BEING CONVEYED TO THE CITY OF GRIMES
SE 19TH STREET SANITARY SEWER EXTENSION
PARCEL 14

PROPERTY OWNER:

EBH, INC
801 WARRENVILLE ROAD, STE 150
LISLE, IL 60532
BOOK 8609, PAGE 97

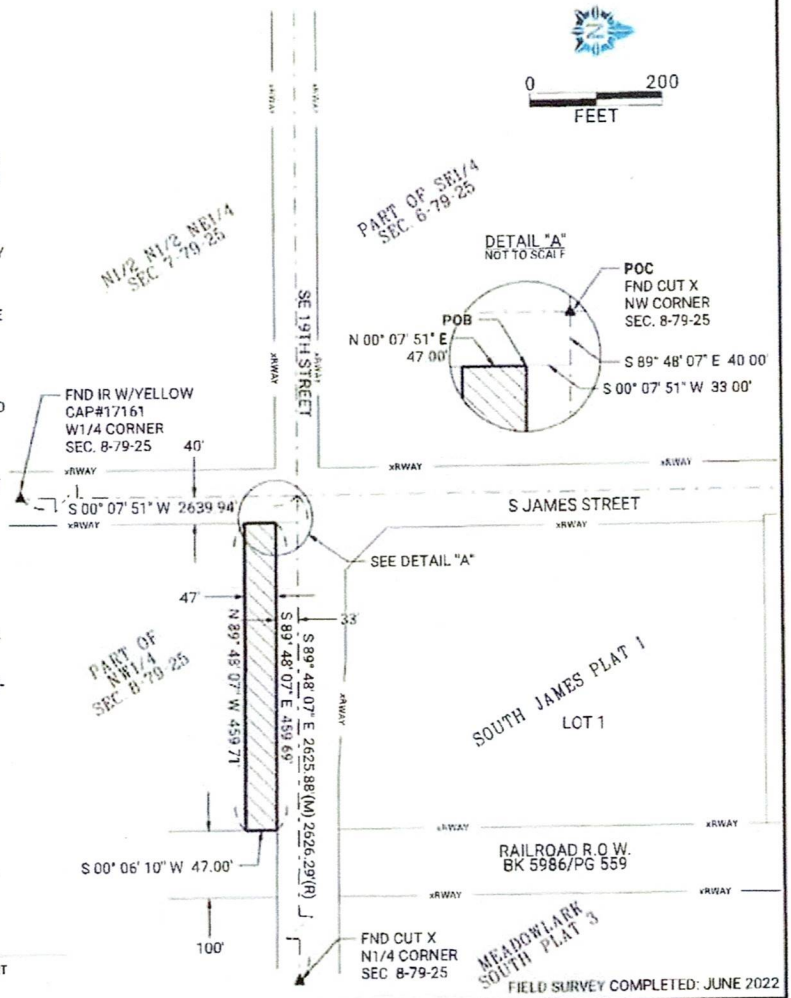
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 8, THENCE SOUTH 89° 48' 07" EAST, 40.00 FEET ALONG THE NORTH LINE OF SAID SECTION 8 TO THE EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF S JAMES STREET; THENCE SOUTH 00° 07' 51" WEST, 33.00 FEET ALONG SAID EXTENSION TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SE 19TH STREET, ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 89° 48' 07" EAST, 459.69 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE WESTERLY RAILROAD RIGHT-OF-WAY LINE, RECORDED IN BOOK 5986, PAGE 559 OF THE POLK COUNTY RECORDER'S OFFICE; THENCE SOUTH 00° 06' 10" WEST, 47.00 FEET ALONG SAID WESTERLY RAILROAD RIGHT-OF-WAY LINE; THENCE NORTH 89° 48' 07" WEST, 459.71 FEET TO THE EAST RIGHT-OF-WAY LINE OF S JAMES STREET; THENCE NORTH 00° 07' 51" EAST, 47.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 21,606 SQUARE FEET OR 0.50 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT



FIELD SURVEY COMPLETED: JUNE 2022

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- ● FOUND 1/2" REROD (UNLESS NOTED)
- O SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- ℄ PROPERTY LINE
- PERMANENT SANITARY SEWER EASEMENT

DRAFT

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

JODY A. BUDDE, P.L.S. DATE
License Number: 22847
My license renewal date is DECEMBER 31, 2022.
Pages or sheets covered by this seal:

SURVEY FOR:
410 SE MAIN STREET
SUITE 102
GRIMES, IA 50111
PHONE: (515) 986-4050

FOTH PROJECT NO. 22G009-00 DATE: 10/4/2022

Foth
Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L ◇ Johnston, IA 50131-2931
◇ Phone: 515-254-1393 ◇

SHEET
1 OF 1

Index Legend	
Location:	NW1/4, Section 8, Township 79 N, Range 25 West
Requestor:	City of Grimes
Proprietor:	EBH, INC
Surveyor:	Jody Budde
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	8191 Birchwood Court, Suite L Johnston, IA 50131 | (515) 254-1393

PERMANENT EASEMENT

EXHIBIT 16-P

PERMANENT SANITARY SEWER EASEMENT BEING CONVEYED TO THE CITY OF GRIMES
SE 19TH STREET SANITARY SEWER EXTENSION
PARCEL 16

PROPERTY OWNER:

EBH, INC
801 WARRENVILLE ROAD, STE 150
LISLE, IL 60532
BOOK 8609, PAGE 97

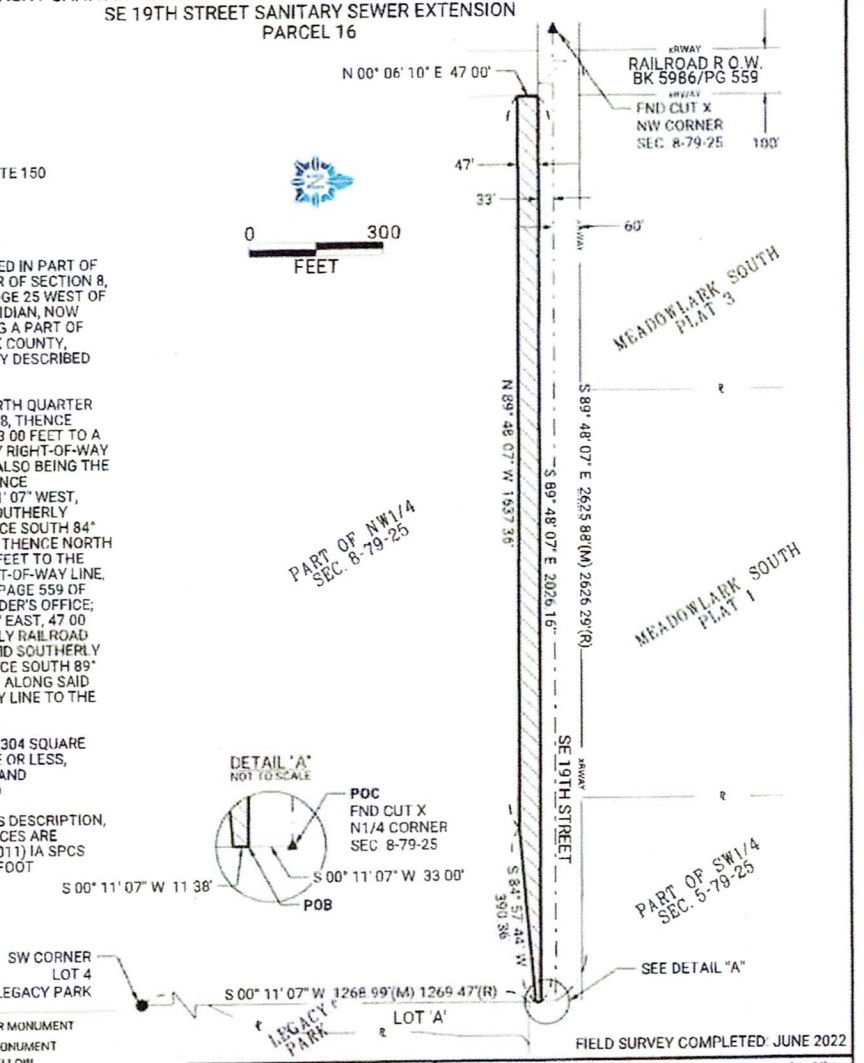
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 8, THENCE SOUTH 00° 11' 07" WEST, 33 00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SE 19TH STREET, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00° 11' 07" WEST, 11 38 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 84° 57' 44" WEST, 390 36 FEET; THENCE NORTH 89° 48' 07" WEST, 1637 36 FEET TO THE EASTERLY RAILROAD RIGHT-OF-WAY LINE, RECORDED IN BOOK 5986, PAGE 559 OF THE POLK COUNTY RECORDER'S OFFICE; THENCE NORTH 00° 06' 10" EAST, 47 00 FEET ALONG SAID EASTERLY RAILROAD RIGHT-OF-WAY LINE TO SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 89° 48' 07" EAST, 2026.16 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING

SAID TRACT CONTAINS 88,304 SQUARE FEET OR 2 03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT



FIELD SURVEY COMPLETED: JUNE 2022

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- ● FOUND 1/2" REROD W/YELLOW CAP#14674 (UNLESS NOTED)
- ○ SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- — · — SECTION LINE
- – xRWAY – RIGHT-OF-WAY LINE
- ——— EXISTING LOT LINE
- – ℄ – PROPERTY LINE
- ▨ PERMANENT SANITARY SEWER EASEMENT

DRAFT

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

JODY A. BUDDE, P.L.S. DATE
License Number: 22847
My license renewal date is DECEMBER 31, 2022.
Pages or sheets covered by this seal:

SURVEY FOR:
410 SE MAIN STREET
SUITE 102
GRIMES, IA 50111
PHONE: (515) 986-4050

FOTH PROJECT NO 22G009-00 DATE: 10/4/2022

Foth
Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L ◇ Johnston, IA 50131-2931
◇ Phone: 515-254-1393 ◇

SHEET
1 OF 1

Prepared by Jody Budde, 8191 Birchwood Court, Suite L, Johnston, IA 50131 • Phone: 515-254-1393

TEMPORARY EASEMENT

EXHIBIT 14-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF GRIMES
SE 19TH STREET SANITARY SEWER EXTENSION
PARCEL 14

PROPERTY OWNER:

EBH, INC
801 WARRENVILLE ROAD, STE 150
LISLE, IL 60532
BOOK 8609, PAGE 97

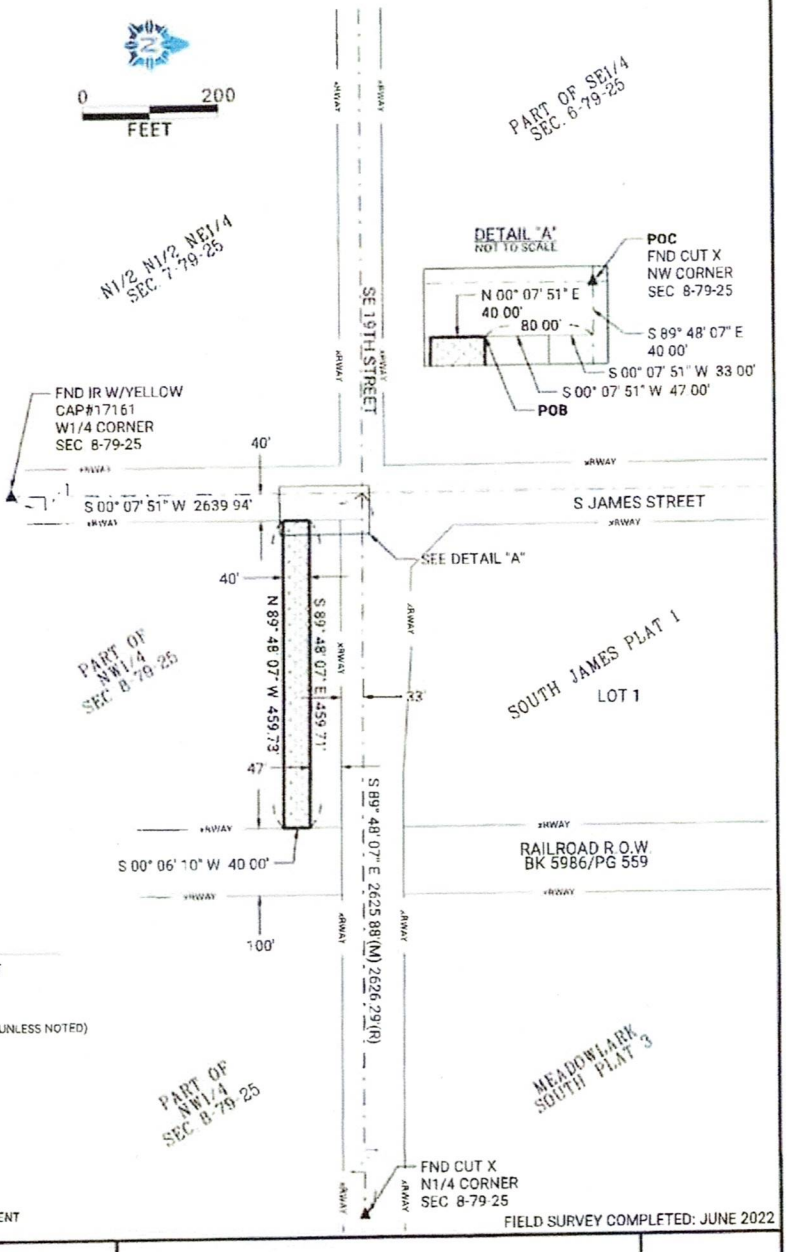
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 8, THENCE SOUTH 89° 48' 07" EAST, 40.00 FEET ALONG THE NORTH LINE OF SAID SECTION 8 TO THE EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF S JAMES STREET; THENCE SOUTH 00° 07' 51" WEST, 33.00 FEET ALONG SAID EXTENSION TO THE EAST RIGHT-OF-WAY LINE OF S JAMES STREET; THENCE SOUTH 00° 07' 51" WEST, 47.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE SOUTH 89° 48' 07" EAST, 459.71 FEET TO THE WESTERLY RAILROAD RIGHT-OF-WAY LINE, RECORDED IN BOOK 5986, PAGE 559 OF THE POLK COUNTY RECORDER'S OFFICE; THENCE SOUTH 00° 06' 10" WEST, 40.00 FEET ALONG SAID WESTERLY RAILROAD RIGHT-OF-WAY LINE; THENCE NORTH 89° 48' 07" WEST, 459.73 FEET TO SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 00° 07' 51" EAST, 40.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING

SAID TRACT CONTAINS 18,389 SQUARE FEET OR 0.42 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT



LEGEND

▲	FOUND SECTION CORNER MONUMENT
△	SET SECTION CORNER MONUMENT
●	FOUND 1/2" REROD (UNLESS NOTED)
O	SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
(M)	MEASURED DIMENSION
(R)	RECORDED DIMENSION
I.R.	IRON ROD
I.P.	IRON PIPE
	SECTION LINE
xRWAY	RIGHT-OF-WAY LINE
	EXISTING LOT LINE
	PROPERTY LINE
	TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: JUNE 2022

SURVEY FOR:
410 SE MAIN STREET
SUITE 102
GRIMLS, IA 50111
PHONE: (515) 986-4050

FOTH PROJECT NO 22G009-00 DATE: 10/4/2022

Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L • Johnston, IA 50131-2931
• Phone: 515-254-1393 •

SHEET
1 OF 1

Prepared by Jody Budde, 8191 Birchwood Court, Suite L, Johnston, IA 50131 • Phone: 515-254-1393

TEMPORARY EASEMENT

EXHIBIT 16-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF GRIMES
SE 19TH STREET SANITARY SEWER EXTENSION
PARCEL 16

PROPERTY OWNER:

EBH, INC
801 WARRENVILLE ROAD, STE 150
LISLE, IL 60532
BOOK 8609, PAGE 97

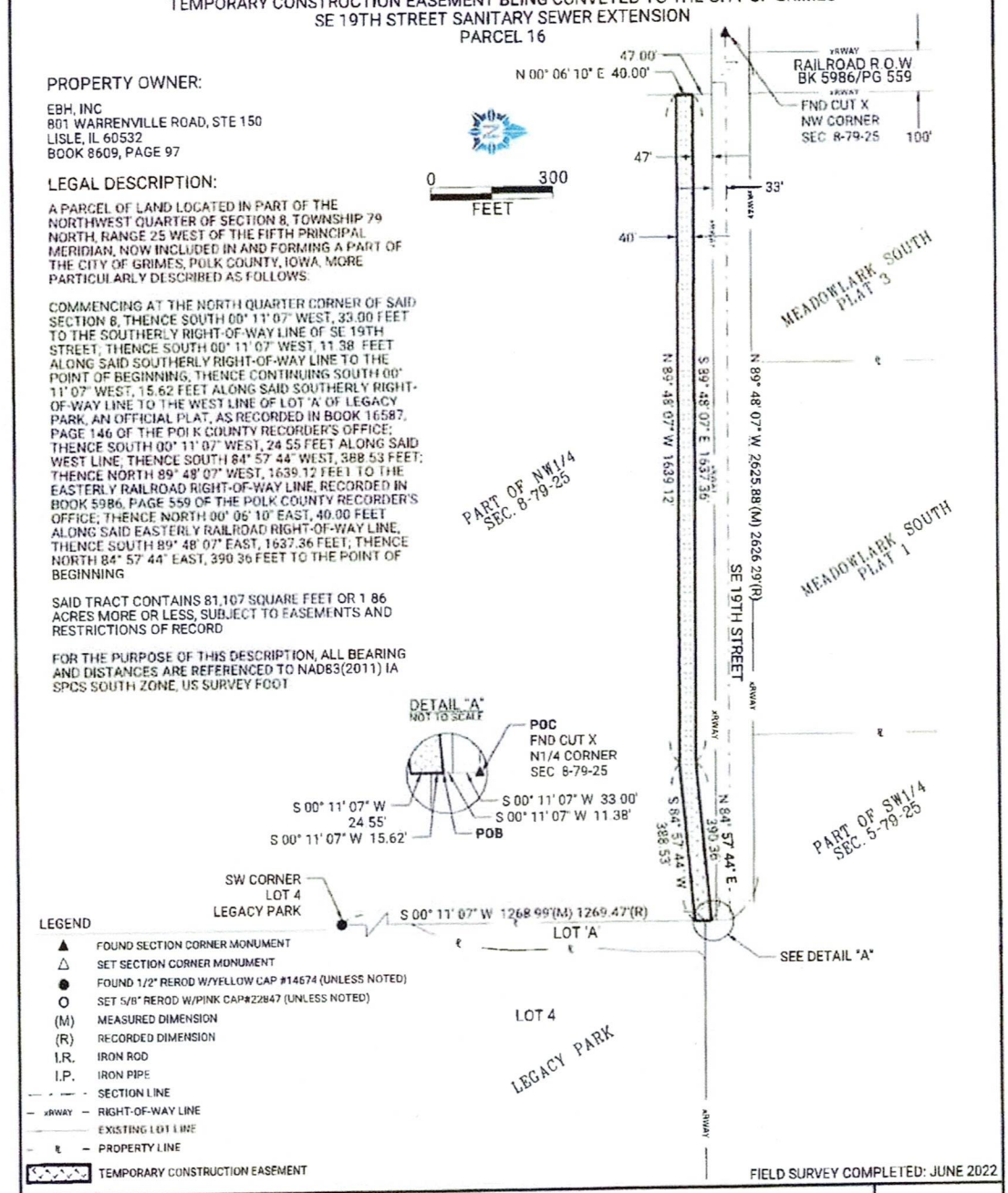
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 8, THENCE SOUTH 00° 11' 07" WEST, 33.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SE 19TH STREET, THENCE SOUTH 00° 11' 07" WEST, 11.38 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 00° 11' 07" WEST, 15.62 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE WEST LINE OF LOT 'A' OF LEGACY PARK, AN OFFICIAL PLAT, AS RECORDED IN BOOK 16587, PAGE 146 OF THE POLK COUNTY RECORDER'S OFFICE; THENCE SOUTH 00° 11' 07" WEST, 24.55 FEET ALONG SAID WEST LINE; THENCE SOUTH 84° 57' 44" WEST, 388.53 FEET; THENCE NORTH 89° 48' 07" WEST, 1639.12 FEET TO THE EASTERLY RAILROAD RIGHT-OF-WAY LINE, RECORDED IN BOOK 5986, PAGE 559 OF THE POLK COUNTY RECORDER'S OFFICE; THENCE NORTH 00° 06' 10" EAST, 40.00 FEET ALONG SAID EASTERLY RAILROAD RIGHT-OF-WAY LINE, THENCE SOUTH 89° 48' 07" EAST, 1637.36 FEET; THENCE NORTH 84° 57' 44" EAST, 390.36 FEET TO THE POINT OF BEGINNING

SAID TRACT CONTAINS 81,107 SQUARE FEET OR 1.86 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- ● FOUND 1/2" REROD W/YELLOW CAP #14674 (UNLESS NOTED)
- O SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- ℄ PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: JUNE 2022

SURVEY FOR:
410 SE MAIN STREET
SUITE 102
GRIMES, IA 50111
PHONE: (515) 986-4050

FOTH PROJECT NO. 22G009-00 DATE: 10/4/2022

Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L ◆ Johnston, IA 50131-2931
◆ Phone: 515-254-1393 ◆

SHEET
1 OF 1

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT

This Addendum to Offer to Purchase and Agreement (this "Addendum") shall serve as an addendum to the following:

Offer to Purchase and Agreement for 19th Street Sewer Extension pertaining to Parcel No. 7925-08-100-001 and Parcel No. 7925-08-100-002; and

Offer to Purchase and Agreement for 19th Street Water Main and South James Improvements pertaining to Parcel No. 7925-06-400-001, Parcel No. 7925-06-400-002 and Parcel No. 7925-06-300-003 (collectively, the "Agreements")

between the City of Grimes, Iowa ("Buyer") and EBH Inc. ("Seller"). Notwithstanding anything to the contrary in the Agreements, the following terms and conditions shall control:

1. Sale Subject to Rights of Tenant. Notwithstanding anything to the contrary in the Agreements, the sale shall be subject to the rights of the tenant identified in Section 4 of the Agreements, and the City shall be responsible for working directly with such tenant to acquire any rights from such tenant.

2. Signatures; Counterparts. To facilitate execution, this Addendum may be executed in as many counterparts as may be convenient or required. All counterparts shall collectively constitute a single instrument. Delivery of an executed counterpart of this Addendum by electronic means (such as, but not limited to, pdf attached to electronic mail) shall be binding upon the party so delivering.

BUYER:

CITY OF GRIMES, IOWA

By:_____
Scott Mikkelsen

By:_____
Rochelle Williams

SELLER:

EBH INC.

By: Robert Bruce Goodwin
Robert Bruce Goodwin, President

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
EBH, Inc. c/o Wayne Floerchinger

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
225 Daniel Dr.

Requester's name and address (optional)

6 City, state, and ZIP code
Sanibel, FL 33957

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
42 - 1516271

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** Bruce Good **Date ▶** 7/3/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY COUNCIL COMMUNICATION
Meeting Date: 07/25/2023

AGENDA ITEM:
Resolution Approving Outdoor Temporary Use Location for Grimes Sweetcorn

BACKGROUND:
Staff has received an outdoor temporary use permit request from Grimes Sweetcorn to sell produce on City-owned property. Permission is required to be granted by the City Council for outdoor temporary uses to locate on City-owned property. Staff has received all required permit materials and is in compliance with all requirements.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S): N/A

STAFF RECOMMENDATION:
Staff recommends approval of the Resolution.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Evann Martin
Assistant Planner
emartin@grimesiowa.gov
515-986-4050

Prepared by: Evann Martin, Assistant Planner
Return to: Evann Martin, Assistant Planner

RESOLUTION NO. 07-2523

RESOLUTION APPROVING OUTDOOR TEMPORARY USE LOCATION FOR GRIMES SWEETCORN

WHEREAS, Grimes Sweetcorn has applied for an outdoor temporary use permit to sell produce ("Applicant") on property owned by the City of Grimes ("City"); and,

WHEREAS, an outdoor temporary use permit is required to be approved by the City; and,

WHEREAS, City Council permission is required for outdoor temporary uses to locate on City-owned property; and,

WHEREAS, the Applicant has requested to locate in the City-owned parking lot at 309 E 1st Street from July 1st, 2023 to October 15th, 2023; and,

WHEREAS, the Applicant has submitted all required materials to issue an outdoor temporary use permit; and,

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

1. That the Grimes City Council grant approval for Grimes Sweetcorn to sell produce in the City-owned parking lot at 309 E 1st Street.

2. That the sale period shall be granted from July 1st to October 15th, 2023.

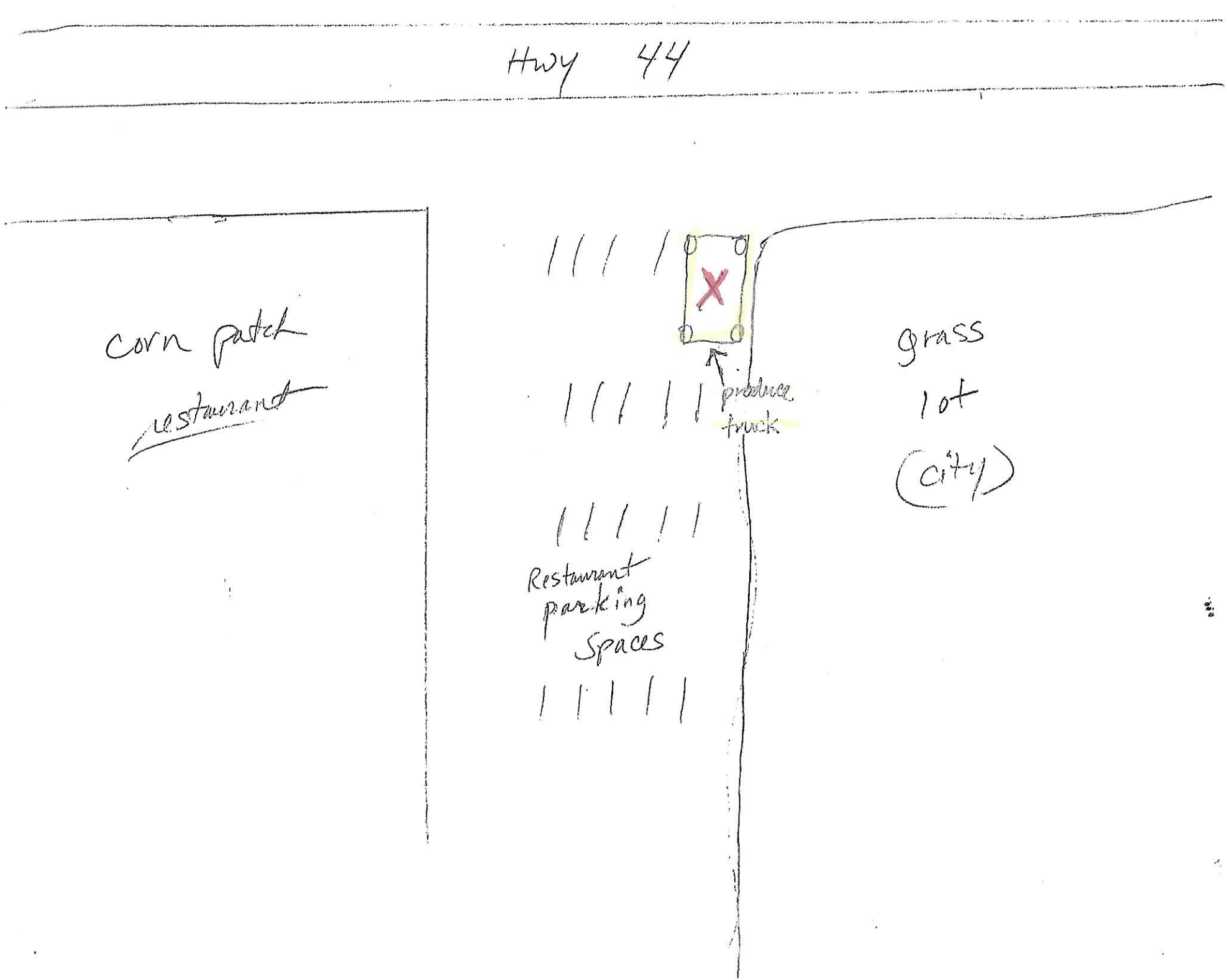
PASSED AND APPROVED this 25th day of July 2023.

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk


Hwy 44
corn patch
restaurant
produce truck
grass lot (city)
Restaurant parking spaces

CITY COUNCIL COMMUNICATION
Meeting Date: 07/24/2023

AGENDA ITEM: Resolution Approving Equipment Transactions Pursuant to FY24 and GrimesPlex Project Budgets.

BACKGROUND: The City of Grimes Parks and Recreation Department is requesting the purchase of new equipment pursuant to the FY24 GrimesPlex Project budgets.

A Turfco T-5000 would be purchased for the Grimes Plex and other Sports Complexes in the City of Grimes. This machine would greatly reduce the man hours contributed to athletic fields and all surrounding turf areas within the complex. The design and setup of the T-5000 makes use easy for the operator to manage turf, perennial beds and trees, as well the T-5000 would cut down on costs associated with treating the turf areas because of the ease for calibration and maintaining the machine. The Turfco would help with the aesthetics and safety of the turf areas within the City of Grimes Sports Complexes.

Purchasing Portable Ball Safety Netting for Pod (1) at Grimes Plex is vital in ensuring that each field is contained in a neat and safe manner. The netting will be utilized to keep players, coaches, staff and equipment to their designated fields. The netting can be used in many different locations for many different types of controls. The netting specified by Sporting Iowa to help contain soccer equipment is 10' H x 360' L. This would come in 20' sections and could be manipulated in many different forms depending on the applications needed.

The Toter Litter Containers will be used to collect litter and trash at the GrimesPlex.

BUDGETARY CONSIDERATIONS: The requested equipment purchases were budgeted for in the FY 2024 and the GrimesPlex project budgets utilizing Sourcewell pricing, sole source and/or the (3) bid process.

The Turfco T-5000 would be purchased for $18,202.00 utilizing contract pricing # T-775

Portable Ball Safety Netting for Pod (1) would be purchased for $24,673.00 utilizing Sourcewell #060518-AST

Toter Litter Containers for the GrimesPlex $18,301.85

STRATEGIC PLANNING:
Prioritized __X__YES _____NO

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

BOARD/COMMISSION ACTION(S): Approved equipment purchases in the FY24 budget.

STAFF RECOMMENDATION: Approval

RESPONSIBLE STAFF/CONTACT INFORMATION: Brian Becker

Prepared by: Alex Miller
Return to: Brian Becker

RESOLUTION APPROVING EQUIPMENT TRANSACTIONS PURSUANT TO FY24 AND THE GRIMESPLEX PROJECT BUDGETS

Grimes Resolution No.07-2623

WHEREAS, the Parks and Recreation Department has budgeted for and planned certain equipment purchases; and

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

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

WHEREAS, the Parks and Recreation Director recommends the following equipment acquisitions:

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

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

Equipment Description	**Use**	**Cost**
Toter Litter Containers	Grimes Plex	$18,301.85
Turfco T-5000	Grimes Plex	$18,202.00
Portable Ball Safety Netting	Grimes Plex	$24,673.00
TOTAL		$61,176.85

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

PASSED AND APPROVED this 25th day of July 2023.

_____

Mayor Scott Mikkelsen

ATTEST:

_____

Rochelle Williams, City Clerk

Serving Minnesota, Wisconsin, Iowa, Nebraska, North Dakota, and South Dakota

3017 161st Ave NW, Andover, MN 55304
763-753-1127 – Phone
763-753-3619 – Fax
eric@umathleticconstruction.com

MN Contractors No. IR722325
IA Contractors No. C090307
SD Contractors No. 1038-5477-ET

July 18, 2023

City of Grimes
1700 SE Destination Dr
Grimes, IA 50111

We propose the following

Portable Ball Safety Netting System

1. Furnish and install 1 EA 10'H x 360'L portable protective net systems
    a. Includes poles with portable bases, sand bags and nets cut to length **Total $24,673**

Notes:
All above will be installed complete ready for use at GrimesPlex
Sand to be provided by owner
Net lengths to be determined with owner prior to net order

Thank you,

Eric Hicks
Upper Midwest Athletic Construction, Inc.

Sourcewell Formerly NJPA
Awarded Contract
Contract # 060518-AST

MEMBER AMERICAN SPORTS BUILDERS ASSOCIATION

Turfwerks
PARTNERS IN GROWTH

Johnston, IA -- Oakdale, MN -- St. Louis, MO -- Omaha, NE

Equipment Quote Request

Customer Name	City of Grimes	**Date**	7/11/23
Account Number		**Ship Address**	
Contact Person	Alex Miller	**City**	Grimes
Phone Number		**State**	IA
Mobile Number		**Zip Code**	
Fax Number		**Email Address**	

PO Number	***X***		***Turfwerks Contact***	***X***	Stewart
Deliver Date	***X***	TBD	***Special Terms***	***X***	

MODEL #	QTY	PRODUCT DESCRIPTION	Unit Price		State Contract Price
	1	**ABI Force Z23SLT**	$30,999.00		$29,449.05
Center	1	**Box Blade, Solid Edge**	$599.00		$569.05
Center	1	**Vibra Flex 3800**	$799.00		$759.05
Rear	1	**XD Flexible Drag Mat**	$699.00		$664.05
Rear	1	**7' Fine Finish Broom**	$699.00		$664.05
	1	**Weight Kit and Tray**	$899.00		$854.05
Center	1	**Infield Edger System**	$1,299.00		$1,234.05
Rear	1	**7' Pro Finisher**	$1,699.00		$1,614.05
Center	1	**1/2 Ton Roller**	$1,699.00		$1,614.05
Front	1	**Broadcast Spreader System**	$2,299.00		$2,184.05
	1	**Machine Side Futura Laser System**	$3,799.00		$3,609.05
	1	**Grade Rod**	$149.00		$141.55
	1	**Tripod**	$799.00		$759.05
Customer Source	1	**Conical Laser**			
	1	**Turfco T5000**	$17,600.00		$17,600.00
		60 Gallon Spray Vehicle, Up to 325# Capacity			
		13' Spray Width			
	1	3-In-1 Tank (15 gallon more capacity)	$602.00		$602.00
	1	75' Hose Reel	$478.00		$478.00
			Subtotal		
			Sales Tax		$ -
			TOTAL		$ -

Notes
2 Year Warranty
MN DOT State Contract Pricing- T-775, ABI

JACOBSEN A Textron Company · TURFCO · Smithco · PROGRESSIVE TURF EQUIPMENT INC. The Better Built Choice™ · YANMAR

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 7/25/2023

AGENDA ITEM: Resolution Authorizing the Disposal of Equipment

BACKGROUND: Public Works is requesting to dispose of items that are either beyond useful life or no longer needed. A list has been compiled and estimated values have been assigned to all items that are to be listed for disposal.

Equipment Description	Trade-in/Sale	Estimated Value
2" CH&E Dewatering Pump	Sale on GovDeals	$50
3" CH&E Dewatering Pump	Sale on GovDeals	$100
Dynapac Rammer	Sale on GovDeals	$100
Wachs Valve Operator	Sale on GovDeals	$50
Stanley Compact Hydraulic Power Unit	Sale on GovDeals	$100
John Deere Mower Deck 72"	Sale on GovDeals	$500
1998 F-150 XL , Aluma Flatbed	Sale on GovDeals	$1000
2006 F-250 XL Super Duty, 6.0 Diesel, Flatbed	Sale on GovDeals	$2000
2015 John Deere Z950M 60" Mower	Sale on GovDeals	$1000
2018 John Deere Z950M 60" Mower	Sale on GovDeals	$1000
2019 John Deere Z950M 60" Mower	Sale on GovDeals	$1000
Powerhorse 208 CC 3" Trash Pump	Sale on GovDeals	$100
Pow'R Profile 5.5 hp. air compressor	Sale on GovDeals	$100
12' Shuffleboard Table	Sale on GovDeals	$2500
TOTAL		$9600

BUDGETARY CONSIDERATIONS: An estimated $9600.00 will be received from the sale of these items.

STRATEGIC PLANNING:
Prioritized ____YES __x__NO

*High-Performing Organization/Exception Professional Services_____
*Great Place to Live/Expanded Quality of Life Amenities _____
*Dynamic Town/Strong Sense of Community _____
*More Beautiful/Vibrant Community _____
STAFF RECOMMENDATION: Staff recommends Council approval.

Prepared by:_____
Return to:_____KLH_____

Resolution #07-2723

"Resolution Authorizing the Disposal of Equipment"

WHEREAS, the City of Grimes owns equipment that is no longer being utilized; and

WHEREAS, the Public Works Director has determined the equipment is no longer needed for any operational or other purposes; and

WHEREAS, the Public Works Director recommends the following equipment for disposal in manner that maximizes income to the City, which may include sale, trade-in, or disposal of junk.

NOW THEREFORE, be it resolved by the City Council of the City of Grimes, Iowa that: The following items are approved for disposal.

Section 1.

Equipment Description	**Trade-in/Sale**	**Estimated Value**
2" CH&E Dewatering Pump	Sale on GovDeals	$50
3" CH&E Dewatering Pump	Sale on GovDeals	$100
Dynapac Rammer	Sale on GovDeals	$100
Wachs Valve Operator	Sale on GovDeals	$50
Stanley Compact Hydraulic Power Unit	Sale on GovDeals	$100
John Deere Mower Deck 72"	Sale on GovDeals	$500
1998 F-150 XL , Aluma Flatbed	Sale on GovDeals	$1000
2006 F-250 XL Super Duty, 6.0 Diesel, Flatbed	Sale on GovDeals	$2000
2015 John Deere Z950M 60" Mower	Sale on GovDeals	$1000
2018 John Deere Z950M 60" Mower	Sale on GovDeals	$1000
2019 John Deere Z950M 60" Mower	Sale on GovDeals	$1000
Powerhorse 208 CC 3" Trash Pump	Sale on GovDeals	$100
Pow'R Profile 5.5 hp. air compressor	Sale on GovDeals	$100
12' Shuffleboard Table	Sale on GovDeals	$2500
TOTAL		$9600

PASSED AND APPROVED this 25th day of July 2023.

_____

Mayor Scott Mikkelsen

ATTEST:

_____

Rochelle Williams, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 07/25/2023

AGENDA ITEM:
Resolution Approving Declaration of Site Restrictions for Lot 59 & 60, Beaverbrooke West Plat 4

BACKGROUND:
The property owners, Greg and Amy Dickkut, currently maintain a residence upon Lot 60, Beaverbrooke West Plat 4 and own the vacant Lot 59 to the east. The property owners now desire to construct accessory structures, including a basketball court and batting cage upon vacant Lot 59. A declaration of site restrictions is necessary to ensure the lots are not sold independently of one another, and both are maintained to an equal condition.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S): N/A

STAFF RECOMMENDATION:
Staff recommends approval of the Resolution Approving Declaration of Site Restrictions for Lot 59 & 60, Beaverbrooke West Plat 4

RESPONSIBLE STAFF/CONTACT INFORMATION:
Evann Martin
Assistant Planner
emartin@grimesiowa.gov
515-986-4050

Prepared by: Evann Martin, Assistant Planner
Return to: Evann Martin, Assistant Planner

RESOLUTION NO. 07-2823

RESOLUTION 07-0523 APPROVING DECLARATION OF SITE RESTRICTIONS LOT 59 AND 60, BEAVERBROOKE WEST PLAT 4 1912 NW NORTON COURT

WHEREAS, Greg and Amy Dickkut ("Owner") own Lot 59 & 60, Beaverbrooke West Plat 4; and

WHEREAS, the Final Plat for Beaverbrooke West Plat 4 is an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa (the "Plat"); and

WHEREAS, the Owner has requested to construct accessory structures on Lot 59 & 60, Beaverbrooke West Plat 4; and

WHEREAS, a building permit for the construction of a principal building has been submitted and approved for Lot 8 & 9, Bridge Creek Plat 5; and

WHEREAS, certain site restrictions have been established regarding the maintenance and conveyance of the lots; and

WHEREAS, Owner has agreed to enter into an agreement declaring certain site restrictions.

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

That the Declaration of Site Restrictions is hereby accepted and approved by the City Council of the City of Grimes, Iowa.

PASSED AND APPROVED this 25th day of July 2023.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

WHEN RECORDED RETURN TO:
Rochelle Williams
Grimes City Clerk
101 NE Harvey Street
Grimes, Iowa 50111

Preparer
Information: City of Grimes, 410 SE Main Street Suite 102, Grimes, Iowa 50111 Phone (515) 986-4050

DECLARATION OF SITE RESTRICTIONS

THIS DECLARATION OF SITE RESTRICTIONS ("Agreement") is made and entered into this 23 day of June, 2023, by and between the CITY OF GRIMES, IOWA, a municipal corporation (the "City") and Greg and Amy Dickkut (collectively, the "Property Owner").

RECITALS:

A. Property Owner is the owner of certain real property located in the City of Grimes, Polk County, Iowa ("City"), legally described as:

Lot 59, Beaverbrooke West Plat 4, an Official Plat, City of Grimes, Polk County, Iowa; and,

Lot 60, Beaverbrooke West Plat 4, an Official Plat, City of Grimes, Polk County, Iowa.

B. The Property Owner desires to integrate the two lots into one property for the purpose of placing accessory structures on Lot 59.

C. The City has agreed to allow the installation of accessory structures on Lot 59, provided that the Property Owner agrees to impose certain restrictions on the Property, as set forth herein.

NOW, THEREFORE, in consideration of the above premises and the promises and agreements set forth herein, it is hereby agreed between Property Owner and the City as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated herein as if fully set forth in this paragraph.

2. Conveyance of Both Lots to Same Owner Required. For as long as the accessory structures are located on Lot 59, the Property Owner agrees that Lot 59 and 60 shall not be conveyed independently and that both Lot 59 and 60 shall be equally maintained in a manner that is consistent with the neighborhood.

3. Runs with Land. The restrictions set forth in this Agreement shall run with the land and be binding upon the future owners of the Property.

4. Binding. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the respective parties hereto.

5. Warranty of Title. Property Owner hereby warrants to the City that the Property Owner is the owner of the Property and hereby covenants to defend Property Owner's title to the Property for purposes of this Agreement.

6. Amendment and Waiver. No amendment to this Agreement will be valid unless it is made in writing, approved by the City and executed by both the City and Property Owner. No specific waiver or forbearance for any breach of any of the terms of this Agreement shall be considered as a general waiver of that or any other term of this Agreement.

7. Entire Agreement. This Agreement contains the complete and entire understanding of the parties with respect to the subject matters hereof and no changes shall be recognized as valid unless they are made in writing and signed by the parties.

8. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement pursuant to judicial decree shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

9. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (excluding conflicts of laws rules), and applicable federal law.

10. Recording. This Agreement shall be recorded with the Polk County, Iowa, Recorder.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW.]

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

CITY OF GRIMES

By:_____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams
City Clerk

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this __day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 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 _____

Greg Dickkut
Property Owner

Amy Dickkut
Property Owner

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 23 day of June, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Greg Dickkut, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.

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

Notary Public in and for the
State of Iowa

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 23 day of June, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Amy Dickkut, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.

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

Notary Public in and for the
State of Iowa

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 07/25/2023

AGENDA ITEM: Resolution Approving Consent and Agreement for Improvements within sanitary sewer and drainage easement for Pinnacle Pointe Lot 7

BACKGROUND: The owner of 204 NE Little Beaver Drive has requested approval to install a fence within the sanitary sewer and drainage easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the sanitary sewer and drainage 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 sanitary sewer and drainage easement for Pinnacle Pointe Lot 7

RESPONSIBLE STAFF/CONTACT INFORMATION:
Molly Mannel
Assistant Planner
mmannel@grimesiowa.gov
515-986-4050

Prepared by: Molly Mannel, Assistant Planner
Return to: Molly Mannel, Assistant Planner

RESOLUTION NO. 07-2923

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN SANITARY SEWER
AND DRAINAGE EASEMENT FOR
LOT 7 OF PINNACLE POINTE
204 NE LITTLE BEAVER DRIVE

WHEREAS, the owners of Lot 7 in Pinnacle Ponite in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within sanitary sewer and drainage easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the Consent and Agreement for Improvements within sanitary sewer and drainage easement ("Consent and Agreement") regarding Lot 7, Pinnacle Pointe, 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 25th day of July 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

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

CONSENT AND AGREEMENT FOR IMPROVEMENTS

This CONSENT AND AGREEMENT FOR IMPROVEMENTS ("Agreement") is entered into by and between Leann Russell, a single person, (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 Pinnacle Pointe (204 NE Little Beaver Dr), 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 sanitary sewer and drainage easement, dated August 8, 2017 recorded on Feburary 26, 2028, in Book 16829, Page 408 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 26th day of June, 2023

PROPERTY OWNERS

Leann Russell

Leann Russell

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 26 day of 2023, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Leann Russell, 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.

Tamara J. Johnson

Notary Public in and for the
State of Iowa

My Commission expires 6-17-25

RECEIVED JUN 26 2023

NOTARIAL SEAL IOWA

TAMARA J JOHNSON
Commission Number 817475
My Commission Expires
6-17-25

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. 07-0623 adopted by the City Council, under Roll Call of the City Council on the 25th day of July, 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 a sanitary sewer and drainage easement on Lot 7 of Pinnacle Pointe (204 NE Little Beaver Drive) in accordance to permit number FN-23-061.

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 07/25/2023

AGENDA ITEM: Resolution Approving Consent and Agreement for Improvements within overland flowage easement on Lot 6 of Beaverbrooke Pointe Plat 3 (1005 NE 16th Street).

BACKGROUND: The owner of 1005 NE 16th 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 6 of Beaverbrooke Pointe Plat 3 (1005 NE 16th 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 NO. 07-3023

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE EASEMENT FOR
LOT 6 OF BEAVERBROOKE POINTE PLAT 3
1005 NE 16TH STREET

WHEREAS, the owners of Lot 6 in Beaverbrooke Pointe Plat 3 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within 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 6, Beaverbrooke Pointe Plat 3, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this 25th day of July, 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 Aaron Braimah and Carly Braimah, a married couple (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

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

   Lot 6 of Beaverbrooke Pointe Plat 3 (1005 NE 16th Street), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

2. EXISTING EASEMENT. Aaron Braimah and Carly Braimah, or Property Owner's predecessor in title, granted that certain overland flowage easement, dated January 17 2020, recorded on January 22, 2020, in Book 17673, Page 855, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.

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

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

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

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

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

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

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

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

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

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

Signed this 14th day of July, 2023

PROPERTY OWNERS

Aaron Braimah

Carly Braimah,

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 14th day of July, 2023 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Aaron Braimah, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

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

Notary Public in and for the
State of Iowa

My Commission expires 7/20/24

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 14th day of July, 2023 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Carly Braimah, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.

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

Notary Public in and for the
State of Iowa

My Commission expires 7/20/24

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 3.5’ vinyl fence has been proposed to be constructed in an overland flowage easement on Lot 6 of Beaverbrooke Pointe Plat 3 (1005 NE 16th Street) in accordance to permit number FN-23-066.

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 07/25/2023

AGENDA ITEM: Resolution approving repair of pump at SE 37th lift station

BACKGROUND: The SE 37th St lift station is a critical infrastructure component in the city's wastewater management system. It serves as a key pumping station responsible for transferring wastewater from the surrounding residential and commercial areas to the central treatment plant. The two pumps at the lift station are believed to be original to the construction of the lift station. Currently, one of the pumps is out of service. The original pumps are no longer manufactured, however after market parts are available to be able to repair the pump. The proper operation of the lift station requires two pumps.

BUDGETARY CONSIDERATIONS: $14,623.23 plus additional charges for freight and installation.

STRATEGIC PLANNING:
Prioritized __X__YES _____NO

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

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: Approval

RESPONSIBLE STAFF/CONTACT INFORMATION: Kevin Hensley

Prepared by:_____
Return to:____KLH_____

GRIMES RESOLUTION NO. 7-3123

RESOLUTION AUTHORIZING PUMP REPAIR AT SE 37th LIFT STATION.

WHEREAS the City of Grimes is committed to providing efficient and reliable infrastructure to its residents; and,

WHEREAS, the SE 37th Street lift station plays a critical role in the City's wastewater management system; and,

WHEREAS, one of the two pumps is currently not working and needs to be repaired; and,

WHEREAS, after-market parts, necessary for the repair of the lift station pump, are readily available and can be procured promptly to expedite the restoration of the pump,

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

1. The City Council hereby approves the immediate repair of the lift station pump at SE 37th Street.

2. Authorizes the Public Works Director to initiate the repairs of the non-working pump at the SE 37th Lift Station.

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

Mayor Scott Mikkelsen

By:_____

Attest: City Clerk Rochelle Williams

By:_____

QUOTATION

ELECTRIC PUMP

4280 E 14th Street
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079
Toll Free 1-800-383-PUMP

www.electricpump.com

QUOTE NUMBER: 0153092
QUOTE DATE: 6/19/2023
EXPIRE DATE: 7/19/2023

SALESPERSON: CHAD SPARKS
CUSTOMER NO: 9863176
QUOTED BY: CAC
MODY MSP3-100-4 11087:

QUOTED TO:
CITY OF GRIMES
101 N. HARVEY
GRIMES, IA 50111

JOB LOCATION:
CITY OF GRIMES
3600 SE MIEHL DR
GRIMES, IA 50111

CONFIRM TO:
DANI SCOTT 515-715-8927

***** QUOTE ORDER - DO NOT PAY *****

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
	UPS		Net 30 Days

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
		REPAIR QUOTE FOR MODY PUMP MSP3-100-4 SN:110875541				
		JOB LOCATION: SE LS				
*XY-00794	EACH	1.00	0.00	0.00	5,154.00	5,154.00
		CHANNEL IMPELLER				
		MSP3-100 CX3-100-DI-18 (TRIM: 12.18")				
*YL-01439	EACH	1.00	0.00	0.00	753.00	753.00
		O-RING KIT				
		MSP3 W/ COOLING				
*YL-01427	EACH	1.00	0.00	0.00	6,769.00	6,769.00
		MSP3 SEAL CARTRIDGE ASSEMBLY				
*YL-01004	EACH	1.00	0.00	0.00	538.00	538.00
		MSP3-UPPER BEARING				
*YL-01005	EACH	1.00	0.00	0.00	9.23	9.23
		MSP3-LOWER BEARING				
/PSMD	HOUR	10.00	0.00	0.00	140.00	1,400.00
		PUMP LABOR SEWAGE/SUBMERSIBLE				

LEAD TIMES ARE CURRENTLY 2-3 WEEKS ARO, SUBJECT TO FACTORY CHANGE.

THIS QUOTE DOES NOT INCLUDE FREIGHT AND INSTALLATION

THANK YOU, CINDY CRUISE
ccruise@electricpump.com
CC: CHAD SPARKS 515-707-1929

QUOTATION

ELECTRIC PUMP

4280 E 14th Street
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079
Toll Free 1-800-383-PUMP

www.electricpump.com

QUOTE NUMBER: 0153092
QUOTE DATE: 6/19/2023
EXPIRE DATE: 7/19/2023

SALESPERSON: CHAD SPARKS
CUSTOMER NO: 9863176
QUOTED BY: CAC
MODY MSP3-100-4 11087:

QUOTED TO:
CITY OF GRIMES
101 N. HARVEY
GRIMES, IA 50111

JOB LOCATION:
CITY OF GRIMES
3600 SE MIEHL DR
GRIMES, IA 50111

CONFIRM TO:
DANI SCOTT 515-715-8927

***** QUOTE ORDER - DO NOT PAY *****

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
	UPS		Net 30 Days

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT



***** 3% CONVENIENCE FEE FOR CREDIT CARD CHARGE OVER $5,000.00 *****

All return goods must have written approval from Electric Pump, before returning.
Credit will not be issued without written approval : if applicable there will be a Restock Fee.

Net Order:	14,623.23
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	14,623.23

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 07/25/2023

AGENDA ITEM: Resolution approving purchase of a pump for SE 37th lift station

BACKGROUND: The SE 37th St lift station is a critical infrastructure component in the city's wastewater management system. It serves as a key pumping station responsible for transferring wastewater from the surrounding residential and commercial areas to the central treatment plant. The two pumps in service are believed to be original to the construction of the lift station. Currently, one of the two pumps is out of service. After careful evaluation of available options, it has been determined that the purchase of a new pump is the most suitable solution for the SE 37th St lift station. Currently the lead time for this pump is 12 to 14 weeks.

BUDGETARY CONSIDERATIONS: $46,731 plus additional charges for freight and time and materials for retrofitting pipes.

STRATEGIC PLANNING:
Prioritized __X__YES _____NO

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

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: Approval

RESPONSIBLE STAFF/CONTACT INFORMATION: Kevin Hensley

Prepared by:_____
Return to:____KLH_____

GRIMES RESOLUTION NO. 07-3223

RESOLUTION AUTHORIZING PURCHASE OF PUMP FOR SE 37th LIFT STATION.

WHEREAS the City of Grimes is committed to providing efficient and reliable infrastructure to its residents; and,

WHEREAS, the SE 37th Street lift station plays a critical role in the City's wastewater management system; and,

WHEREAS, an existing pump at the SE 37th Street lift station has reached the end of its operational life and require replacement; and,

WHEREAS, City staff has thoroughly evaluated various options and determined that the most cost-effective and suitable solution is the purchase a new pump; and

WHEREAS, the purchase of the new pump will enhance the lift station's capacity, improve its operational efficiency, and reduce the risk of future potential failures,

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

1. Council approves the expenditure of funds for a new pump for the SE 37th St. lift station and,
2. Authorizes the Public Works Director to cause the installation of a new pump at the SE 37th Lift Station

PASSED AND APPROVED this 25th day of July 2023.

Mayor Scott Mikkelsen

By:_____

Attest: City Clerk Rochelle Williams

By:_____

QUOTATION

ELECTRIC PUMP

4280 E 14th Street
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079
Toll Free 1-800-383-PUMP

www.electricpump.com

QUOTE NUMBER: 0153199
QUOTE DATE: 6/28/2023
EXPIRE DATE: 7/28/2023

SALESPERSON: CHAD SPARKS
CUSTOMER NO: 9863176
QUOTED BY: JRF
JOYCE

QUOTED TO:
CITY OF GRIMES
101 N. HARVEY
GRIMES, IA 50111

JOB LOCATION:
CITY OF GRIMES
101 N. HARVEY
GRIMES, IA 50111

CONFIRM TO:
DAVE

***** QUOTE ORDER - DO NOT PAY *****

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
DAVE	BESTWAY	ORIGIN	Net 30 Days

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
		WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION FOR REPLACING YOUR EXISTING MODY MSP3-100-4 PUMP WITH FLYGT TO PRODUCE 950 GPM @ 100' TDH:				
0032021851649	EACH	1.00	0.00	0.00	45,953.00	45,953.00
		NP468-4 45/460/3 50' FLS FV+ANSI				
1400000407129	EACH	1.00	0.00	0.00	763.00	763.00
		MINI-CASII/FUS 120/24VAC,24VDC				
SR3P-06	EACH	1.00	0.00	0.00	15.00	15.00
		IDEC 11 PIN SOCKET				

ESTIMATED LEAD TIME IS 12 TO 14 WEEKS ARO, SUBJECT TO FACTORY CHANGE.
THE PRICING ON THIS QUOTE DOES NOT INCLUDE FREIGHT.
Electric Pump is committed to supplying you, our customer, the highest quality products & service.
jfrohwein@electricpump.com
THANK YOU, JOYCE FROHWEIN

***** 3% CONVENIENCE FEE FOR CREDIT CARD CHARGE OVER $5,000.00 *****

All return goods must have written approval from Electric Pump, before returning.
Credit will not be issued without written approval : if applicable there will be a Restock Fee.

Please note that we are no longer offering a thirty(30) day validity date. Due to the current volatility in the materials market, pricing and ship dates are subject to confirmation at time of order.

Net Order:	46,731.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	46,731.00

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 07/25/2023

AGENDA ITEM: Resolution #07-1523 Jordan Water and Sewer Adjustment

BACKGROUND: City Council approved Resolution #01-1623, Water and Sewer Adjustment Policy, on January 24, 2023. On July 5, 2023, utility customer Zayira Jordan submitted a Water/Sewer Adjustment form and all relevant documentation to the Utility Billing Manager. Ms. Jordan meets the criteria for receiving an adjustment on water and sewer charges due to a leak, and the subsequent repairs made to correct the issue.

BUDGETARY CONSIDERATIONS: An adjustment of $72.68 for water and $56.54 for sewer is recommended for the utility account of Zayira Jordan.

STRATEGIC PLANNING:
Prioritized ____YES _____NO

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

BOARD/COMMISSION ACTION(S): Council approved the Adjustment policy on January 24, 2023.

STAFF RECOMMENDATION: Staff recommends approval.

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

Prepared by: Kathy Steele
Return to: Marcia Woodke

CITY OF GRIMES

RESOLUTION NO. 07-1523

RESOLUTON TO ADJUST UTILITY CHARGES

WHEREAS, on January 24, 2023, the Grimes City Council approved Resolution 01-1623 adopting a Water/Sewer Adjustment Policy to encourage residents to make prompt repairs and/or provide a permanent solution for water loss or excessive sewer charges, and

WHEREAS, City Staff has determined that Zayira Jordan has met the criteria set forth in the Water/Sewer Adjustment Policy, and

WHEREAS, City Staff Recommends an adjustment to Zayira Jordan's utility bill in the amount of $72.68 for water charges and $56.54 for sewer charges, and

WHEREAS, the City Council of Grimes has approved the adjustment for Zayira Jordan's utility account.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA THAT; the water and sewer adjustment for Zayira Jordan's utility account has been approved.

PASSED AND APPROVED this 25th day of July 2023.

_____

Scott Mikkelsen, Mayor

ATTEST:

_____

Rochelle Williams, City Clerk

CITY OF GRIMES

WATER/SEWER ADJUSTMENT FORM

If your request is granted, this is a one (1) time only adjustment per customer/family.

Form must be filled out completely and receipts provided to support the issue has been resolved. Consideration will not be given when information is missing and/or receipts are not provided.

Date of Request	6/30/23
Date Incident Discovered	6/23/23
Address of Incident	[redacted]
Owner or Tenant #1	Zayria Jordan
Last 4 of Social Security #	[redacted]
Phone Number	[redacted]
Owner or Tenant #2	
Last 4 of Social Security #	
Phone Number	

Below please provide a description of the issue and the action taken to resolve the issue in a permanent manner.

I received a call about unusual water consumption during a trip. Upon returning I discovered I had a leaky toilet & repaired it.

I/We attest the information provided is true and accurate and understand that if this request is granted, I/We will not be provided this opportunity again.

Signature #1

Signature #2

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 07/25/2023

AGENDA ITEM: Request for Street Closure for Block Party

BACKGROUND: We have received a request from Patrick Porto, 2404 NE Destination Circle for a street closure for a block party on August 20, 2023 5:00 pm to 9 pm. Fire Marshall Craig Ver Huel and Jeremy Thayer from Public Works have reviewed the request and have no issue with the request. The Polk County Sheriff's Department has also been made aware of the block party.

Staff is seeking the approval of the Council for the temporary street closure.

BUDGETARY CONSIDERATIONS:
N/A

STRATEGIC PLANNING:
Prioritized ____YES _____NO

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

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION:
Staff recommend approval

RESPONSIBLE STAFF/CONTACT INFORMATION: Rochelle Williams

Prepared by:_____
Return to:_____

RESOLUTION NO. 07-2023

RESOLUTON APPROVING A BLOCK PARTY IN THE CITY OF GRIMES

WHEREAS, the residents of the City of Grimes desire to hold a block party on NE Destination Circle on August 20, 2023, from 5:00 PM to 9:00 PM; and

WHEREAS, the City of Grimes supports and encourages community events that bring neighbors together and promote a sense of community pride and unity; and

WHEREAS, the block party organizer has submitted a complete application to the City of Grimes, and have agreed to comply with all applicable rules and regulations; and

WHEREAS, the Fire Chief has reviewed the block party plans, public works will make available arrangements for necessary traffic control at the intersections and the Polk County Sheriff's office has been made aware of the request.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA THAT; the request for street closure shall be approved.

PASSED AND APPROVED by the City Council of the City of Grimes, Iowa, this 25th day of July, 2023.

_____

Scott Mikkelsen, Mayor

ATTEST:

_____

Rochelle Williams, City Clerk

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

Today's date: _____July 23th 2023_____

Name of Organizer/ Planner: _____Patrick Porto_____

Address: _____2404 NE Destination Circle _____

City: ____Grimes_____ State: __IA_ Zip Code _____50111____

Phone: ____515-867-6187_____ Alternate phone: _____

Email: _____porto@hpe.com_____

Date(s) / Time(s) for Event _____Sunday Aug 20th 2023_____

Date: ____8/20/23____ Start Time: ____5 pm___☐ AM X PM End Time: ___9 pm__☐ AM ☐

PM Optional Rain Date (must fall within same weekend) _____Aug 21st._____

Date: _____ Start Time: _____ ☐AM ☐ PM End Time: _____☐AM☐PM

*Street Closures – please include a map of the area you desire to close and where you would like barricades

Street(s) to be blocked off:

Intersections: _____Destination/Beaverbrook__AND _____Destination/Beaverbrook

The Grimes City Council must approve all requests for street closures.

Please check all that apply:

- ☐ Erection of a tent or canopy – we will have a tent for sound
- ☐ Amplified sound (amplified music or band) DJ
- ☐ Inflatables – looking at 2 inflatables. Also water games for the kids
- ☐ Food truck – Karam's Mediterranean and Taco Truck
- ☐ SPECIAL REQUEST for a Fire Truck and Ambulance for kids to learn safety and enjoy

IMPORTANT: Portable equipment, or structures of any kind must not be located in

the street to allow for emergency vehicle access if needed.

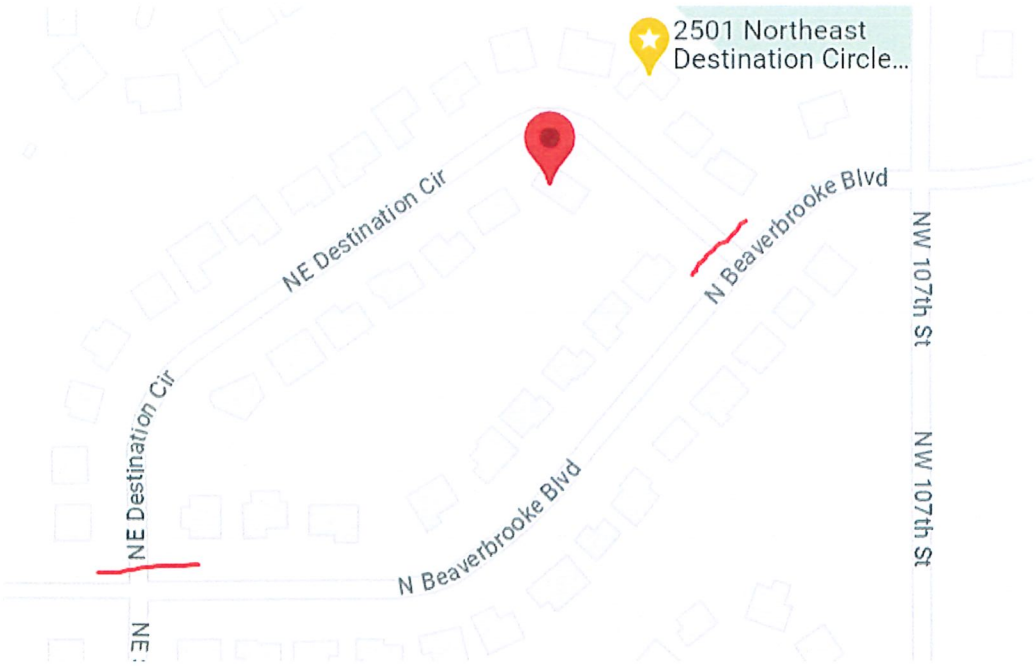
Fire Department Approval _____

Public Works Approval _____ 7/12/23

Grimes City Council Approval _____

Rochelle Williams

From: Porto, Patrick <porto@hpe.com>
Sent: Wednesday, July 12, 2023 10:28 AM
To: Rochelle Williams
Subject: RE: Block Party



Thank you in advance,

Patrick
Chief of Staff for Trish Damkroger
HiPPSE – High Performance Platforms, Solutions and Engineering
+1(515)867-6187

From: Rochelle Williams <rwilliams@grimesiowa.gov>
Sent: Wednesday, July 12, 2023 10:12 AM
To: Porto, Patrick <porto@hpe.com>
Subject: RE: Block Party

Patrick,
Could you provide a map showing where you would like barricades please?

Rochelle Williams | City Clerk and Director of Administrative Services
City of Grimes | 101 NE Harvey Street | Grimes, IA 50111
(515) 986-3036 | www.grimesiowa.gov

CITY OF GRIMES

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

CITY COUNCIL COMMUNICATION
Meeting Date: 07/25/23

AGENDA ITEM: Pictometry Agreement with City of Grimes, IA

BACKGROUND: The City of Grimes has been offered a 3D mesh at a significant discount from Pictometry. A 3D mesh is an aerial imagery product that is an image draped over the ground surface with buildings and trees in 3D. This 3D mesh will enable us to perform planning review on projects, digitizing existing city infrastructure, providing imagery to our consultants, and street visualizations for snowplows, signs, and street sweeping.

Pictometry has been working with the City of Grimes with an aerial flight this spring and many years with both Dallas and Polk County. This has been widely used by staff to monitor and document construction within the city including evidence for resident complaints. This data is housed within our GIS system for use by staff and consultants.

Legal has reviewed the agreement and found no outstanding issues with it.

BUDGETARY CONSIDERATIONS: None. This service is being provided at no extra charge as consideration for the delay in the Fall data collection flight until this last Spring.

STRATEGIC PLANNING:
Prioritized: No

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

BOARD/COMMISSION ACTION(S):

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

RESPONSIBLE STAFF/CONTACT INFORMATION:
Greg Jameson, GIS Technician
gjameson@grimesiowa.gov
515-986-4050

Prepared by: Greg Jameson, GIS Technician
Return to: Greg Jameson, GIS Technician

RESOLUTION TO ENTER INTO AGREEMENT

Grimes Resolution No. 07-4323

WHEREAS, the City of Grimes desires to have a 3D mesh imagery product for the entire city; and,

WHEREAS, Grimes' aerial imagery provider, Pictometry International Corp (Pictometry) has substantial experience in aerial imagery capture and is currently under contract with us; and

WHEREAS, Pictometry is providing this service for no additional cost in consideration for the delay in the Fall Grimes data collection flight until this Spring; and,

WHEREAS, this 3D mesh will enable us to perform planning review on projects, digitizing existing city infrastructure, providing imagery to our consultants, and street visualizations for snowplows, signs, and street sweeping; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the agreement with Pictometry on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 25th day of July 2023, and approved by the Mayor on the 25th day of July, 2023.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

AGREEMENT BETWEEN PICTOMETRY INTERNATIONAL CORP. AND CITY OF GRIMES, IA

This order form ("Order Form") is by and between Pictometry International Corp. and its affiliates, also dba EagleView, ("EagleView") and City of Grimes, IA ("Customer") for the purchase of the Content and Services set forth in Section A: Product Description, Prices and Payment Terms below. The provision of all such Content and Services is subject to this Order Form and the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms
Section B: License Terms:

- General Terms
- Product Specific Terms
  - Delivered Content
  - Online Services
  - Web Visualization
  - Software License

Appendix 1: Photogrammetric Product Specifications
Map(s)

(all of which, collectively, constitute this "Agreement"). In consideration of, and subject to, payment by Customer of the Fees specified in Section A of the Agreement, and subject to the terms and conditions set forth in the Agreement, EagleView agrees to provide Customer with access to and use of the Content and Services specified in Section A of the Agreement in accordance with the terms and conditions of the Agreement. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

In the event of any conflict among any contract components comprising the Agreement, the order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Appendix 1: Photogrammetric Product Specifications; Section A: Product Descriptions, Prices and Payment Terms; Section B.II: License Terms (Product Specific Terms); and Section B.I: License Terms (General Terms).

The Agreement is hereby accepted and agreed to by the undersigned parties and shall become effective upon the last date of execution by each Customer and EagleView (the "Effective Date").

PARTIES:

CUSTOMER	**EAGLEVIEW**
CITY OF GRIMES, IA	PICTOMETRY INTERNATIONAL CORP.
Government	a Delaware corporation
SIGNATURE:	**SIGNATURE:** Robert Locke Robert Locke (Jul 7, 2023 14:02 EDT)
NAME:	**NAME:** Robert Locke
TITLE:	**TITLE:** President
EXECUTION DATE:	**EXECUTION DATE:** Jul 7, 2023

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp. dba Eagleview
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #
LC-10003288

BILL TO
City of Grimes, IA
Greg Jameson
410 SE Main St, Suite 102 Grimes, Iowa 50111
(515) 514-1045
gjameson@grimesiowa.gov

SHIP TO
City of Grimes, IA
Greg Jameson
410 SE Main St, Suite 102 Grimes, Iowa 50111
(515) 514-1045
gjameson@grimesiowa.gov

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT(S)
A1145197	Ryan Kaza	Annual

PROJECT 1

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE %	AMOUNT[1]
15	Reveal 3D Textured Mesh	3D Textured Mesh is an Imagery-derived realistic and high-resolution photo-textured 3D model in the form of a Triangulated Irregular Network created through automated aerial triangulation process. Final data set may contain some anomalies and is provided as is. *Product Parameters*: Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	$ 250.00	100%	$ 0.00
				SUBTOTAL	$0.00

Thank you for choosing EagleView as your service provider.	TOTAL	$ 0.00

[1]Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

Customer hereby agrees to pay the Fees specified in this Section A of the Agreement in accordance with the following payment terms. All amounts due to EagleView pursuant to the Agreement (the "Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to EagleView without reducing any amount owed to EagleView unless documents satisfactory to EagleView evidencing exemption from such taxes is provided to EagleView prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay EagleView all costs EagleView incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

First Project
Deposit/Due At Signing $0

I. GENERAL TERMS

These General Terms (the "General Terms") set forth the terms and conditions that govern Customer's access to and use of all Content and Services (each as hereinafter defined) provided by EagleView (unless otherwise expressly provided to the contrary herein). As used in these General Terms, the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which these General Terms are incorporated.

1. DEFINITIONS

   a. "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to any Content pursuant to the Agreement.

   b. "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.

   c. "Authorized Users" means Delivered Content Authorized Users and Eligible Users.

   d. "Content" means, collectively, the Delivered Content, the Licensed Content and the WVO Licensed Content.

   e. "Covered Party" means (a) EagleView, and its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of EagleView or any of its affiliates; and (b) each third party supplier of any Content or Services, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Content or Services, or of any third party alliance entity and their affiliates.

   f. "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of EagleView pursuant to the Agreement (whether via hardware or online (but excluding via the Online Services)), in connection with the EagleView products specified in Section A: Product Description, Prices and Payment Terms.

   g. "Delivered Content Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.

   h. "Documentation" means any written materials that accompany the EagleView Software.

   i. "Eligible Users" means you, your employees, and temporary or contract employees dedicated to performing work exclusively for you.

   j. "Licensed Content" means images available via the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images.

   k. "Online Services" means the Pictometry Connect online services made available to you by or on behalf of EagleView pursuant to the Agreement, as specified in Section A: Product Description, Prices and Payment Terms.

   l. "EagleView Credential" means the unique login/password assigned to each Eligible User for purposes of accessing any of the Services.

   m. "EagleView Software" means the software that EagleView makes available to you to install (whether via download or otherwise) and view the Delivered Content.

   n. "Project" means a project as specified in Section A: Product Description, Prices and Payment Terms.

   o. "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to EagleView prior to being granted access to Delivered Content and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access.

   p. "Services" means, collectively, any services set forth in Section A: Product Description, Prices and Payment Terms, the Online Services, the WVO Services and the EagleView Software (and accompanying Documentation) and any other services provided by EagleView and agreed upon between the parties from time to time.

   q. "WVO Licensed Content" means the images available in the WVO Services, and all associated metadata and data layers included in, provided with, or derived from those images.

   r. "WVO Services" means the EagleView web visualization offerings made available to you by or on behalf of EagleView pursuant to the Agreement, as specified in Section A: Product Description, Prices and Payment Terms.

2. RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

   a. Usage Rights. Your rights with respect to your (and to the extent applicable your Authorized Users') access to and use of the applicable Content and Services is set forth in Section B.II: License Terms (Product Specific Terms).

   b. Restrictions. You agree to the following restrictions in connection with your access to and use of the Content and Services:

      i. You may not copy, distribute or make derivative works based upon the Content or Services in any medium, except to the extent expressly permitted in the Agreement. Without limiting the foregoing, except to the extent expressly permitted in the Agreement, you may not copy or retain copies of the Content, or any portions thereof, on any computer or storage device or media including for the purpose of creating or maintaining one or more databases of that Content for use in substitution for subsequent access to the Content, nor will you authorize or permit any user of the Services to do so.

      ii. You may not distribute or otherwise make available any Content to Google or its affiliates, either directly or indirectly.

      iii. Except to the extent expressly permitted in the Agreement, you may not exploit the goodwill of EagleView, including its trademarks, service marks, or logos, without the express written consent of EagleView.

      iv. You may not remove, omit, alter or obscure copyright or other notices or legends (including confidentiality markings) contained on or included in the Content or Services and you will reproduce all such information on all copies made hereunder. You will keep the Content and EagleView Software free of all claims, liens and encumbrances.

      v. You may not offer any part of the Content or Services for commercial resale or commercial redistribution in any medium.

      vi. You may not, and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Services. Any attempt to do so is a violation of the rights of EagleView and its licensors.

      vii. To the extent any of the Content or Services are provided to you online, you may not access such Content or Services (or both) via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by EagleView in writing, use of such Content and Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.

      viii. Except to the extent expressly permitted in the Agreement, you may not make the Content or Services available to any other party.

      ix. To the extent EagleView Credentials are assigned to you or any of your Eligible Users in connection with the Agreement, such EagleView Credentials shall only be used by the person or entity to whom they were originally assigned and may not be shared with, or used by, any other person, including other Eligible Users. You will use reasonable commercial efforts to prevent unauthorized use of the EagleView Credentials assigned to you or any of your Eligible Users and will promptly deactivate any EagleView Credentials you suspect are lost, stolen, compromised, or misused.

   c. Reservation. All right, title, and interest (including all patents, copyrights, trademarks, trade secrets, and other intellectual property rights) in the Content and the Services, and any written materials that accompany the Services, in any media or form, are and will remain in EagleView or its third party suppliers (as applicable). Neither you nor any users of the Content or the Services acquire any proprietary interest in the Content, the Services, or any copies thereof, except the limited use rights expressly granted under the Agreement. EagleView reserves all rights not expressly granted to you in the Agreement. You will not assert any right, title or interest in any of the Content or Services provided to you under the Agreement, except for the express license granted to you under the Agreement.

   d. Updates. Except to the extent expressly provided to the contrary in the Agreement, the Content, the Services, and the features and functionality within the Services may be enhanced, added to, withdrawn, or otherwise changed by EagleView without notice.

3. CONFIDENTIALITY. The Content, EagleView Software and Documentation consist of commercially valuable, proprietary products owned by EagleView, the design and development of which reflect an investment of considerable time, effort, and money. The parties agree that the Content, EagleView Software, Documentation, and the terms and conditions of the Agreement ("Confidential Information") are (and are treated by EagleView as) confidential and contain valuable trade secrets and confidential commercial information (including financial information) of EagleView. You agree that you will not disclose, provide a copy of, or disseminate the Confidential Information (other than as expressly permitted in Section B.II: License Terms (Product Specific Terms) of the Agreement) or any part thereof to any person in any manner or for any purpose inconsistent with the licenses granted to you pursuant to the Agreement. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Confidential Information, protect the Confidential Information against unauthorized use, disclosure, copying, and dissemination, and that access to the Confidential Information and each part thereof will be strictly limited. You agree that you will use the Confidential Information solely as expressly permitted in Section B.II: License Terms (Product Specific Terms) of the Agreement and for no other purpose. To the extent you are required to disclose the Confidential Information (or any part thereof)

pursuant to applicable law, you will (i) notify EagleView reasonably in advance of such requirement prior to disclosure, (ii) use all reasonable efforts to limit such disclosure, including asserting and applying, as appropriate, the exemption in 5 USC 552(b)(4) (or any analogous state or local laws or regulations) with respect to such information, (iii) only disclose such information to the extent required to comply with applicable law, and (iv) subject to applicable law, permit EagleView to challenge or limit such disclosure prior to the disclosure thereof.

4. TERM; SUSPENSION; TERMINATION; EFFECT OF TERMINATION

   a. Term. The term of the Agreement will commence on the Effective Date and will terminate following delivery of the various Projects (including any Services) set forth in Section A (Product Description, Prices and Payment Terms).

   b. Suspension. In the event of a breach of the Agreement by you, any Authorized User or someone using your EagleView Credential, or end-users who are permitted to use the WVO Services and WVO Licensed Content pursuant to the Agreement, EagleView may temporarily suspend or discontinue providing access to the applicable Services or Content (or both) to you and/or any or all Authorized Users or end-users (or both) without notice and EagleView may pursue any other legal remedies available to it.

   c. Termination. EagleView may terminate the Agreement immediately in the event you: (a) do not pay in full the Fees or do not pay the Fees in accordance with the terms of the Agreement, or (b) fail to comply with any other term of the Agreement.

   d. Effect of Termination. Upon termination of the Agreement, except to the extent expressly set forth in the Agreement, you shall immediately cease all use of the applicable Content and Services, promptly purge all copies of the applicable Content, EagleView Software and Documentation from all workstations and servers on which any of it may be stored or available at the time, and return any hard drive/media containing the applicable Content, EagleView Software or Documentation (or any combination thereof) to EagleView. The provisions of the Agreement that by their nature would survive its termination will survive indefinitely.

5. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES; WAIVER

   a. Limited Warranties. EagleView represents and warrants to Customer:

      i. That the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture; and

      ii. That it has the right and authority to make the applicable Services and the applicable Content available to you, and to the extent applicable, your Authorized Users, as authorized expressly by the Agreement.

      As your sole and exclusive remedy for any breach of Section 5(a)(i) with respect to the Delivered Content, EagleView shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.

   b. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5(A) OF THE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND "WITH ALL FAULTS" AND EAGLEVIEW, AND EACH THIRD PARTY SUPPLIER OF THE CONTENT OR SERVICES, EXPRESSLY DISCLAIM ALL OTHER WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY), INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE CONTENT OR SERVICES WILL BE CORRECTED. Without limiting the foregoing, the Services and the Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences. The Services and the Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services. All measurements and reports generated by the Services or from the Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes. Contour information obtained from the Services or contained in the Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses. While the Services and the Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and EagleView, and its third party suppliers of the Content or Services, hereby disclaim all liability for damages, claims and expenses arising from such use. Your reliance on the Services and the Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose. EagleView and each third party supplier of any portion of the Content or Services assume no responsibility for any consequences resulting from the use of the Services or the Content. EagleView, and each third party supplier of any portion of Content or Services, hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Services and the Content.

   c. Waiver of Rights. By accepting these General Terms or by using any of the Services or the Content, you waive any and all rights you may have against a Covered Party, each third party supplier of any portion of the Content or Services, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Services or the Content.

6. LIMITATION OF LIABILITY

a. Limitation of Liability. No Covered Party shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from, as applicable, (a) any errors in or omissions from the Services or the Content, (b) the unavailability or interruption of the Services or any features thereof or of the Content, (c) your or any other party's use of the Services or the Content, (d) the loss or corruption of any data or equipment in connection with the Services or the Content, (e) the content, accuracy, or completeness of the Content, all regardless of any assistance received in the use of the Services from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Services.

b. Consequential Loss Exclusion. To the fullest extent permissible by applicable law, neither you nor the Covered Parties will be liable under any cause of action of any kind arising out of or related to the Agreement (including under theories involving tort, contact, negligence, strict liability or breach of warranty) for any special, indirect, incidental, or consequential damages of any kind whatsoever (including, without limitation, lost profits and attorneys' fees) even if a party has been advised of the possibility of such damages. The foregoing limitation of liability shall not apply to your (and your Authorized Users' or end-users (or both)) infringement of any intellectual property rights or misappropriation of proprietary data (including Content) or confidential information belonging to EagleView or any of its third party suppliers.

c. Liability Cap. To the fullest extent permissible by applicable law, under no circumstances will the aggregate liability of the Covered Parties in connection with any claim arising out of or relating to the Services or the Content or the Agreement exceed the lesser of (i) your actual direct damages, or (ii) the amount you paid for the impacted Services or Content in the twelve (12) month period immediately preceding the date the claim arose.

d. Defend and Hold Harmless. If there is a breach of the warranties in Section 5(a) above, then EagleView, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to your use or, to the extent applicable, your Authorized Users' use, of the Services or the Content, excluding any Services or Content supplied by a third party, asserted against you by any third party provided: (i) all use of the applicable Services and the applicable Content was in accordance with the Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the applicable Services or the applicable Content with or into other products, applications, images or data not approved by EagleView in writing; (iii) you give EagleView prompt notice of such claim; and (iv) you give EagleView the right to control and direct the investigation, defense and settlement of such claim. You, at EagleView's expense, shall reasonably cooperate with EagleView in connection with the foregoing.

e. Right to Mitigate. In addition to Section 6(d), if any of the Services, the operation thereof or any of the Content become, or in the opinion of EagleView are likely to become, the subject of a claim of infringement, EagleView may, at its option and expense, either: (i) procure for you the right to continue using the applicable Services or the applicable Content, (ii) replace or modify the applicable Services or the applicable Content so that they become non-infringing; or (iii) terminate the Agreement (including the applicable licenses granted to you) on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid Fees.

f. Sole / Exclusive Remedy. Your right to monetary damages in the amount of the liability cap, as specified in Section 6(c) above, shall be in lieu of all other remedies which you may have against any Covered Party. The provisions of Sections 6(d) and (e) of the Agreement shall constitute your sole and exclusive remedy for the respective matters specified therein.

g. Notification of Claims. You shall (a) notify EagleView in writing of any claims or proceedings involving any of the Content and/or the Services within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to EagleView all claimed or suspected defects in the Content and/or the Services.

7. MISCELLANEOUS

a. Restricted Rights. The Content and Services acquired with United States Government funds or intended for use within or for any United States federal agency are provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.

b. Trade Restrictions. The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Content or Services in violation of the Export Administration Regulations of the U.S. Department of Commerce.

c. Patriot Act. You are aware and understand that any user data collected or stored by the Online Services or the WVO Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold EagleView harmless from, all claims against EagleView with respect to such access.

d. Non-Compete. You may not use the Services or the Content (or both) to compete with any businesses of EagleView.

e. FCR. You may not use information included in the Services or the Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit.

The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.

f. Amendments / Modifications. Any modifications, amendments or supplements to the Agreement must be made in writing and be signed by duly authorized officers of each party. Furthermore, the Agreement may not be modified, amended or supplemented by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

g. Payment on Breach. In the event of a breach of your obligations under the Agreement, including your payment obligations, you agree to pay all of EagleView's costs of enforcement and collection, including court costs and reasonable attorneys' fees.

h. Notices. All notices and other communications hereunder shall be in writing or, solely with respect to the Online Services, displayed electronically in the Online Services by EagleView. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to EagleView should be sent to EagleView, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.

i. No Waiver. No waiver of a breach of any term of the Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of the Agreement. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right.

j. Assignment. Neither you nor any Authorized User may assign or otherwise transfer your rights or delegate your duties under the Agreement without the prior written consent of EagleView. Any attempt by you or any Authorized User to assign, transfer or delegate your rights or obligations under the Agreement without EagleView's consent shall be void, and shall also void the limited license granted to you by the Agreement. The Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

k. Governing Law. The Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under the Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

l. Force Majeure. Except with respect to Customer's payment obligations for Content or Services (or both) provided, each party will be excused from performance under the Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

m. Severability. The Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of the Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of the Agreement.

n. Third Party Beneficiary. Where applicable, each affiliate of EagleView and each third party supplier of the Content or Services has the right to assert and enforce the provisions of the Agreement directly on its own behalf as a third party beneficiary.

o. Entire Agreement. The Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

p. Construction. The headings in the Agreement are for convenience only. They do not constitute a portion of the Agreement and will not be used in any construction of it. The terms "include" and "including" are not limiting.

II. PRODUCT SPECIFIC TERMS

A. DELIVERED CONTENT. These terms apply to Delivered Content only. If you receive, access or use Delivered Content under the Agreement, the following terms apply to you.

1. Grant of Rights. Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:

    a. install the Delivered Content on Authorized Systems;

    b. permit access and use of the Delivered Content through Authorized Systems by:

        i. Delivered Content Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;

        ii. Project Participants under the supervision of Delivered Content Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and

        iii. individual members of the public (each a "Permitted Public Member"), but only through Delivered Content Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.

2. Delivered Content Authorized User, Authorized Subdivision and Permitted Public Compliance. You shall at all times be responsible for compliance by each Delivered Content Authorized User, Authorized Subdivision and Permitted Public Member with the terms and conditions of the Agreement including these Delivered Content terms and conditions.

3. Project Participants. Each notice to EagleView identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. EagleView retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Agreement including these Delivered Content terms and conditions.

4. Geographic Data. If available, you agree to provide to EagleView geographic data in industry standard format (e.g., shape, DBF) including digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by EagleView as part of its products and services, provided that at no time shall EagleView claim ownership of that data.

5. STANDARD ORTHO MOSAIC PRODUCTS.
EagleView standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual EagleView ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While EagleView works to minimize such artifacts, without limitation to anything set forth in the Agreement, the EagleView standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

    i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
    ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
    iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
    iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
    v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
    vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
    vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
    viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

    Other EagleView products may be available that are less prone to such artifacts than the EagleView standard ortho mosaic products.

6. RapidAccess—Disaster Response Program ("DRP")

    A. Disaster Coverage Imagery – If Section A: Product Description, Prices and Payment Terms provides EagleView will provide DRP, then EagleView will, upon request of Customer, provide standard quality imagery of up to 200 square miles

of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- ☐ Hurricane: areas affected by hurricanes of Category 2 and higher.
- ☐ Tornado: areas affected by tornados rated EF4 and higher.
- ☐ Terrorist: areas affected by damage from terrorist attack.
- ☐ Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- ☐ Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

C. Online Services – Use of Pictometry ConnectExplorer™ – EagleView's DRP includes the use of Connect Explorer for a term of ninety (90) days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

7. Use of EagleView's Marks. You agree not to attach any additional trademarks, trade names, logos or designations, whether registered or not ("Marks") to any Delivered Content or to any copies of any Delivered Content without prior written approval from EagleView. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the EagleView marks. You further agree that you will not use any EagleView trademark, trade name, logo, or designation in connection with any product or service other than the applicable Delivered Content. EagleView grants you a nonexclusive, non-sublicensable, non-transferable right to use EagleView's Marks to display such Marks to the extent they appear on the Delivered Content and for no other purpose and your right is coterminous with the license granted to you pursuant to the Agreement. You will only use EagleView's Marks as advised by EagleView from time to time and any and all goodwill accruing from your use of such Marks will inure to the benefit of EagleView.

8. License Term. The license granted to you pursuant to these Delivered Content terms and conditions is perpetual, subject to EagleView's right to terminate the license in the event you do not pay in full the Fees, unless the Agreement is terminated for any reason other than a breach of the Agreement by EagleView, or as otherwise provided in the Agreement.

B. ONLINE SERVICES. These terms apply to the Online Services and Licensed Content only. If you access or use the Online Services or Licensed Content under the Agreement, the following terms apply to you.

1. Grant of Rights. You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions otherwise set forth in the Agreement, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.

2. Access. Only Eligible Users are eligible to access and use the Online Services and the Licensed Content pursuant to the Agreement. Each Eligible User shall be assigned a EagleView Credential for the purposes of accessing the Online Services. You will promptly deactivate an Eligible User's EagleView Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with EagleView Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others.

3. License Term. Unless otherwise set forth in Section A (Product Description, Prices and Payment Terms), the license granted to you pursuant to these Online Services terms and conditions will continue for the duration of the term of the Agreement, unless terminated earlier by EagleView in accordance with the terms of the Agreement.

C. WEB VISUALIZATION. These terms apply to the WVO Services and WVO Licensed Content only. If you access or use the WVO Services or WVO Licensed Content under the Agreement, the following terms apply to you.

1. Grant of Rights. You are granted a nonexclusive, nontransferable, limited right to use and to provide public access to, and use of, the WVO Services solely for purposes of providing access to WVO Licensed Content in response to human-initiated,

discrete location-specific requests through a single website operated exclusively by or for you to serve you and your public constituencies and not for resale or redistribution or commercial use of any nature.

2. End-User Access. You shall provide to all end-users of the WVO Services on the page through which they access such services conspicuous notice of the following terms of access: (a) WVO Licensed Content available through the WVO is copyrighted material, (b) end-users of the WVO Services are granted the right to access and view the WVO Licensed Content through the WVO Services for personal use only and not for commercial purposes of any type, (c) end-users of the WVO Services are prohibited from reproducing, reselling, transferring, redistributing or creating derivative works from WVO Licensed Content, (d) all right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belongs to the Covered Party , and (e) EagleView takes no responsibility for and shall not be liable for the WVO Licensed Content of its third party suppliers.

3. License Term. Unless otherwise set forth in Section A (Product Description, Prices and Payment Terms), the license granted to you pursuant to these WVO Services terms and conditions will continue for the duration of the term of the Agreement, unless earlier terminated by EagleView in accordance with the terms of the Agreement.

D. SOFTWARE LICENSE. These terms apply to the EagleView Software and the Documentation only. If you download, receive access to or use the EagleView Software or the Documentation (or both) under the Agreement, the following terms apply to you.

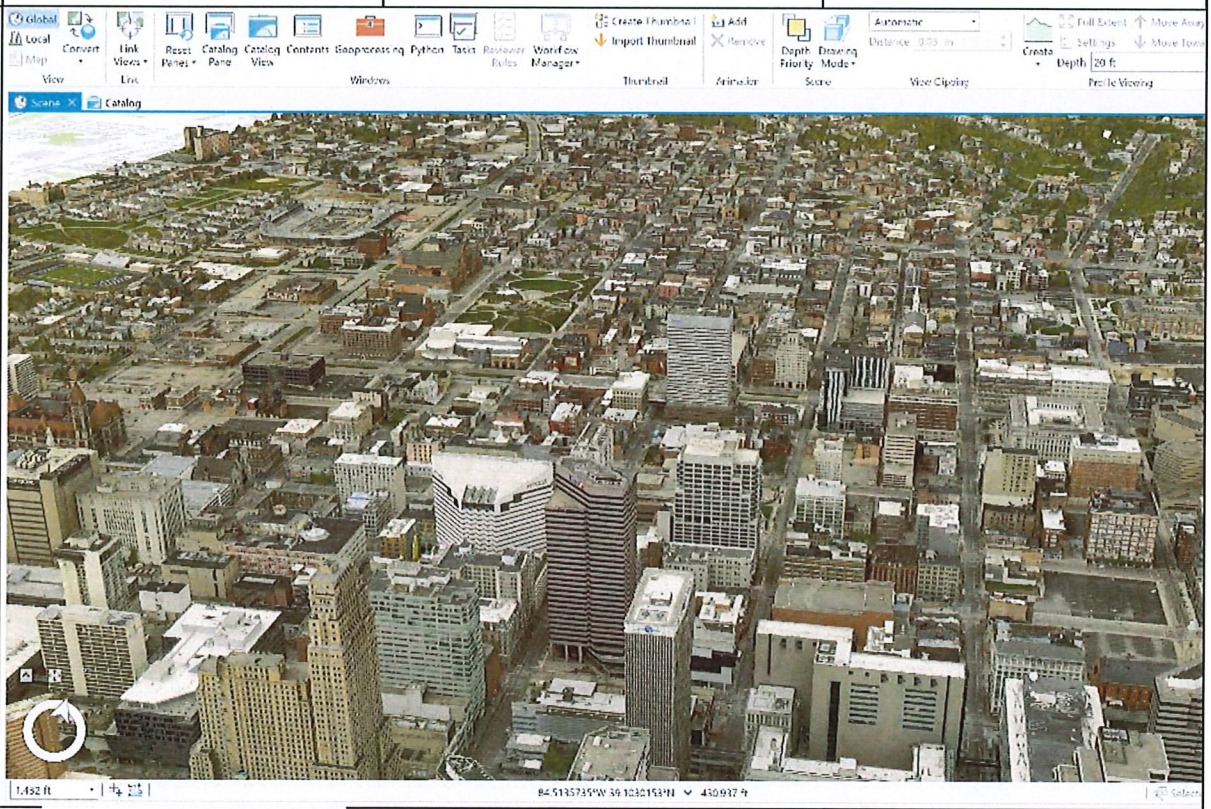
1. Grant of Rights. Subject to the terms and conditions of the Agreement, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the EagleView Software and the Documentation solely for internal use. Use of the functionality provided by the EagleView Software other than for your internal use is prohibited, except with the prior written approval of EagleView. You may make one copy of the EagleView Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original.

2. License Term. The license granted to you pursuant to these Software License terms and conditions will terminate automatically (i) upon termination or expiry of the Agreement for any reason, or (ii) without notice from Pictometry if you fail to comply with any term of the Agreement.

[END OF LICENSE TERMS]

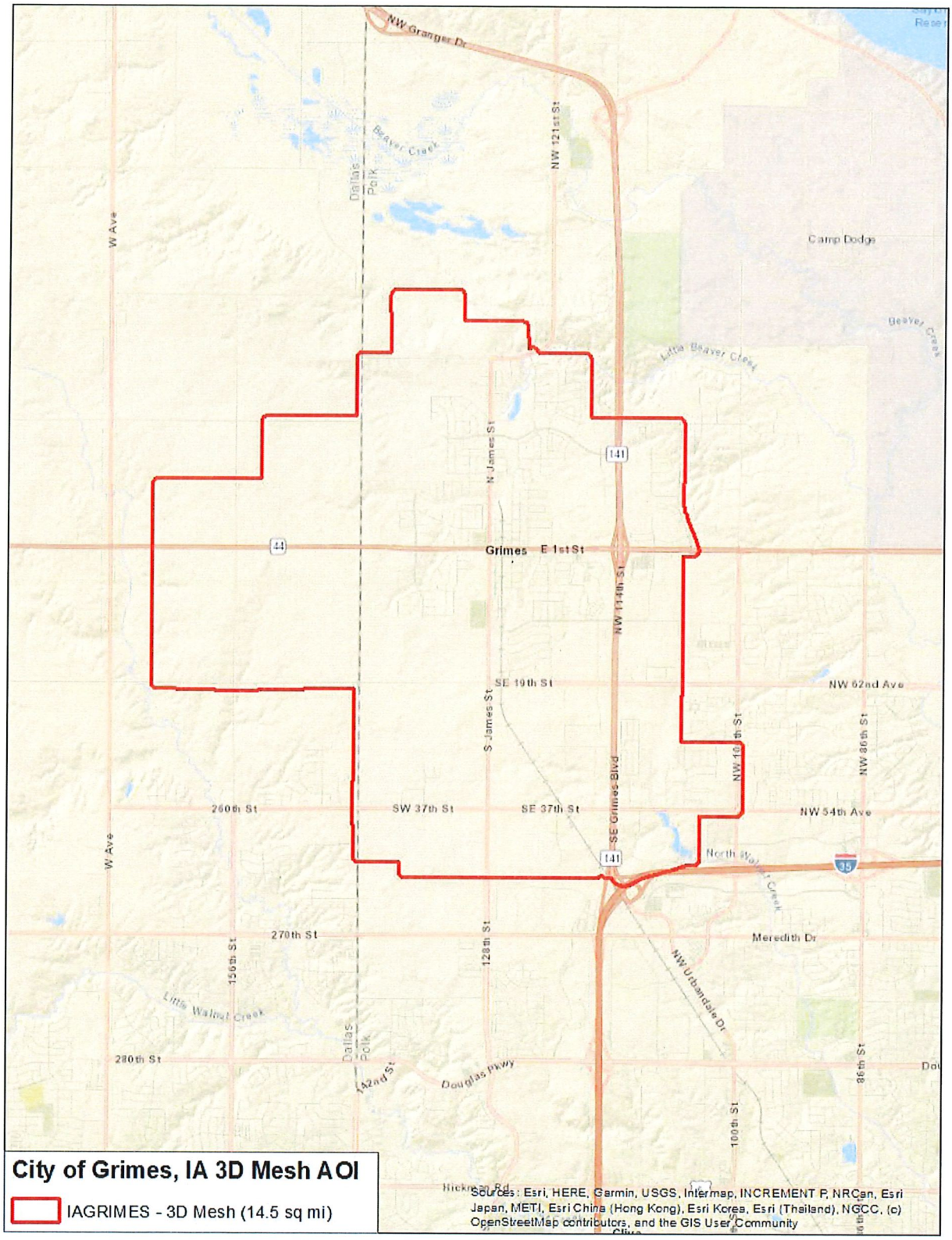
EagleView Reveal

Reveal Add-on – 3D Textured Mesh

Related Products	Reveal Essentials+ Reveal Advanced		
Product Description	3D Textured Mesh is an Imagery-derived realistic and high-resolution photo-textured 3D model in the form of a Triangulated Irregular Network created through automated aerial triangulation process. Final data set may contain some anomalies and is provided as is.		
Product Eligibility	3D Textured Mesh is available for purchase on new Reveal collections and/or where Essentials+ or Advanced products are available.		
3D Textured Mesh - Deliverable File Formats [#1]	ESRI Format • SLPK	Skyline Format • 3DML	Cesium Format • 3D Tiles
Sample Image	 *3D Mesh accessed via ESRI ArcGIS Pro		
Delivery Timeline	Best efforts to ensure 3D Textured Mesh will be made available for physical delivery within 30 days from EagleView data approval. Delivery times may vary depending on size of project.		

[#1] Customers may select up to 2 deliverable formats. Default format deliverable will be *.SLPK for use within ArcGIS Pro.

MAP(S) (IF APPLICABLE)



CITY OF GRIMES

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of July 25, 2023

AGENDA HEADING: RESOLUTION AUTHORIZING NILLES AND ASSOCIATES INC TO PERFORM SURVEY AND ENGINEERING INVESTIGATION

SYNOPSIS: Survey and Engineering Investigation

Staff is working with Nilles to survey and investigate three areas for potential stormwater improvements. These projects are in areas where drainage issues present.

FISCAL IMPACT:
Approximately $35,000 of budgeted stormwater funds.

PREVIOUS COUNCIL ACTION(S):
N/A

BOARD/COMMISSION ACTION(S):
N/A

STAFF/COMMITTEE RECOMMENDATION:
Staff would recommend approval of the Resolution.

GRIMES RESOLUTION NO. 07-4423

RESOLUTION AUTHORIZING NILLES AND ASSOCIATES INC TO PERFORM SURVEY AND ENGINEERING INVESTIGATION

WHEREAS, the City of Grimes recognizes the importance of infrastructure maintenance, and improvements to ensure longevity of its system; and

WHEREAS, the City Council acknowledges the need for comprehensive engineering investigations and accurate surveys to assess the condition of existing infrastructure and identify potential areas for improvement; and

WHEREAS, the City Council aims to make informed and data-driven decisions regarding the allocation of resources for infrastructure projects, prioritizing projects based on the criticality and overall benefit to the community.;

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

1. That the City Council of Grimes approves the expenditure of funds for survey and engineering investigation and,

2. That the Public Works Director is authorized to enter into an agreement with Nilles and Associates Inc on behalf of the City.

PASSED AND APPROVED this 25th day of July 2023.

Mayor Scott Mikkelsen

By:_____

Attest: City Clerk Rochelle Williams

By:_____

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of July 25, 2023

AGENDA HEADING:
Resolution Approving Memorandum of Understanding for Iowa Great Places Designation

SYNOPSIS:
As you are aware, the City submitted a request to the Iowa Department of Cultural Affairs to be designated as Great Place. Following our Community Site Visit, and consideration by their Board, the designation has been awarded to the City of Grimes.

Per the program requirements, the City of Grimes must execute the Memorandum of Understanding.

FISCAL IMPACT:
Approval of the MOU will allow the City to obtain access to new grant funding sources, and increase scoring on grant applications.

PREVIOUS COUNCIL ACTION(S):
Approve Application - April 2023

BOARD/COMMISSION ACTION(S):
N/A

STAFF/COMMITTEE RECOMMENDATION:
Staff would recommend approval of the Resolution

RESOLUTION NO. 07-3523

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING FOR IOWA GREAT PLACES DESIGNATION

WHEREAS, the City of Grimes (the "City") recently submitted a application to the Iowa Department of Cultural Affairs to be designated as a Great Place; and

WHEREAS, the Iowa Department of Cultural Affairs has considered Grimes request and has made the decision to designate Grimes as a Great Place; and

WHEREAS, the application indicates the City must execute a Memorandum of Understanding for the designation.

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

That the City approves the Iowa Great Places Memorandum of Understanding.

BE IT FURTHER RESOLVED that City staff are hereby authorized and directed to execute the Memorandum of Understanding

PASSED AND APPROVED this 25th day of July 2023.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

DocuSign Envelope ID: 54DB3516-BEFA-4244-90BC-03B7913BCD48

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF IOWA, ACTING BY AND THROUGH THE IOWA DEPARTMENT OF CULTURAL AFFAIRS
AND
IOWA GREAT PLACE City of Grimes, ACTING BY AND THROUGH City of Grimes

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is effective as of June 30, 2023 and is made by and between **THE STATE OF IOWA, ACTING BY AND THROUGH THE IOWA DEPARTMENT OF CULTURAL AFFAIRS** ("State"), and **IOWA GREAT PLACE City of Grimes ACTING BY AND THROUGH City of Grimes** ("Great Place").

In furtherance of the purposes of the Great Places program ("Program"), created on January 11, 2005, by Governor Thomas J. Vilsack's Executive Order 39 and legislatively implemented in Iowa Code 303.3C and Iowa Code 303.3D, the parties hereby enter into this MOU. In consideration of the mutual covenants contained in this MOU, the sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. PURPOSE. The purpose of this MOU is to assist the Great Place in the cultivation of the unique aspects of its community for the benefit of its citizens and the State, and to outline the areas where the State. acting primarily through the Iowa Department of Cultural Affairs which may collaborate with other state agencies, may assist the Great Place in accomplishing the objectives specified in the Great Place's designation proposal ("Proposal").

SECTION 2. IDENTIFICATION AND INCORPORATION OF VISION PLAN.

2.1 When used in this MOU, the term "Vision Plan" refers to the separate document submitted in the Proposal and the steps, if any, that the Great Place and any appropriate Agencies or Boards may take in furtherance of the Vision Plan.

2.2 The Vision Plan is incorporated into this Agreement by reference. If there is a conflict between the Vision Plan and the Agreement, the terms of the Agreement will have priority over the terms of the Vision Plan.

2.3 The boundary map negotiated for this Great Place is incorporated into this Agreement by reference. The parties may jointly agree to amend, supplement, or modify the boundary map, either through an amendment to this MOU or in connection with a Project for which funds are granted pursuant to a Grant Agreement entered into by the parties, as defined and described in Section 3 hereof.

DocuSign Envelope ID: 54DB3516-BEFA-4244-90BC-03B7913BCD48

2.4 The Great Place understands and acknowledges that a commitment by the State, an Agency, Board or other entity to consider or review legislative or regulatory changes does not constitute a guarantee that the desired changes will ultimately be enacted or adopted.

SECTION 3. GRANT AGREEMENT. As a condition precedent to receiving legally available funds, if any, from the Iowa Great Places Program Fund ("Grant Funds"), the Great Place shall be required to execute an Iowa Great Places Grant Agreement in the form provided by the Department of Cultural Affairs ("Grant Agreement"), for each Project for which monies from the Grant Funds are sought by the Great Place.

SECTION 4. RESPONSIBILITIES OF THE STATE. Pursuant to this MOU, the State agrees to do the following:

4.1 The State, through the efforts of the Department of Cultural Affairs, shall endeavor to collaborate and communicate with other Agencies and Boards as it relates to the Great Place and elements of their Proposal or Vision Plan.

4.2 The State, through the efforts of the Department of Cultural Affairs, shall endeavor to promote projects and initiatives implemented by the Great Place resulting from the Vision Plan through its established networks and communication channels.

4.3 The State, through the efforts of the Department of Cultural Affairs, shall provide technical assistance and professional development resources on an annual basis to the Great Place.

4.4 Nothing in this MOU shall obligate the State to provide Grant funds for any Project; any obligation of the State to provide funding shall be governed by and subject to the terms of the Grant Agreement.

SECTION 5. RESPONSIBILITIES OF THE GREAT PLACE. Pursuant to this MOU, the Great Place agrees to do the following:

5.1 The Great Place shall implement the Proposal pursuant to the Vision Plan.

5.2 The Great Place shall be designated for ten years, at which point they have the option to apply for re-designation.

5.3 To the extent that the Great Place or its agents have previously received grants or assistance from the State, a Board or Agency, the Great Place and its agents shall fulfill those prior obligations. The Great Place acknowledges that failure to completely fulfill the Great Place's outstanding obligations for prior Board or Agency assistance may hinder or preclude further assistance.

5.4 The Great Place shall participate in qualifying Great Places meetings, events or professional development opportunities as determined by the State within the ten-year designation period in order to maintain designation.

DocuSign Envelope ID: 54DB3516-BEFA-4244-90BC-03B7913BCD48

5.5 The Great Place shall be willing to be a mentor for newly designated communities as requested by the State.

SECTION 6. DURATION. This MOU shall become effective on June 30, 2023, and shall be in effect for a period of ten (10) years ("Term").

SECTION 7. TERMINATION FOR CAUSE.

7.1 The failure by the Great Place to make substantial, timely progress toward performance of the obligations in the Vision Plan may constitute grounds for default. However, an inability to complete a Proposal due to the failure to obtain necessary funding shall not be grounds for default under this MOU.

7.2 If there is a default event, the State shall provide written notice to the Great Place requesting that identified breaches or noncompliance be remedied. Such notice shall state the date by which the breaches or noncompliance must be remedied. In the event that the breaches or noncompliance continue to be evidenced beyond the date specified in the written notice, the State may at its option:

7.2.1 Immediately terminate the MOU without additional written notice and without penalty; or

7.2.2 Unilaterally revise the MOU or the Vision Plan to remove or otherwise modify or affect the obligations of the Great Place and the State with respect to the area of breach or noncompliance.

SECTION 8. TERMINATION FOR LACK OF FUNDS OR CHANGE IN LAW.

8.1 Notwithstanding anything in this MOU to the contrary, and subject to the limitations, conditions, and procedures set forth below, the State shall have the right to terminate this MOU without penalty and without future obligation, by giving thirty (30) days written notice to the non-terminating party as a result of any of the following:

8.1.1 The Great Places Program legislation, currently codified in Iowa Code, is repealed or substantially modified; or

8.1.2 There is a decision of any court or an arbitration panel, or any law, rule, regulation or executive order is enacted, promulgated or issued, that materially affects the ability of the Great Place, the State or the Department of Cultural Affairs to fulfill its obligations under this MOU or the Grant Agreement or under Iowa Code.

SECTION 9. TERMINATION DUE TO GREAT PLACE'S ELECTION. Through the provision of thirty (30) days written notice, the Great Place may forego its status as an Iowa Great Place. If the Great Place chooses to do so, the Great Place acknowledges that it will no longer be eligible for assistance which depends in whole or in part on

DocuSign Envelope ID: 54DB3516-BEFA-4244-90BC-03B7913BCD48

the Great Place's status as a designated Great Place. If a Great Place chooses to forego its status as an Iowa Great Place, the Great Place relieves the State, its Agencies and Boards from further obligations or responsibilities under this MOU and the Vision Plan. By acting in such a manner, the Great Place likewise is relieved of further obligation under this MOU and the Vision Plan.

SECTION 10. EFFECT OF TERMINATION. Termination of this MOU under the terms of Sections 7, 8 or 9 hereof shall not operate to terminate any Grant Agreement the Great Place may have entered into with the State, nor shall termination of the MOU override, remove or otherwise affect any responsibility or obligation that the Great Place or its agents may have agreed to assume either under a Grant Agreement or as a condition to receipt of any other grant award or other assistance.

SECTION 11. CONTRACT ADMINISTRATION.

11.1 **Amendments.** This MOU may be amended in writing from time to time by mutual consent of the Director or Director's Designee and the Great Place. All amendments to this MOU must be fully executed by the Director or Director's Designee and the Great Place.

11.2 **Third Party Beneficiaries.** There are no third party beneficiaries to this MOU. This MOU is intended only to benefit the State and the Great Place.

11.3 **Assignment and Delegation.** This MOU is premised upon the Great Places designation granted to the Great Place. Accordingly, this MOU may not be assigned, transferred or conveyed in whole or in part.

11.4 **Integration.** This MOU, and any documents incorporated herein by reference, represents the entire agreement between the parties. The Great Place represents and agrees that it is not relying on any representations or covenants of the State except for those expressly included in this MOU or in any Grant Agreement.

11.5 **Not a Joint Venture.** Nothing in this MOU shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind between the parties hereto. Neither party shall have the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to this MOU.

11.6 **Use of Third Parties.** The Great Place acknowledges that the State, its Agencies or Boards may contract with third parties for the performance of any of State's obligations under this MOU or the Vision Plan.

11.7 **Delay or Impossibility of Performance.** A party shall not be considered to be in default under this Agreement if performance is delayed or made impossible by an act of God, flood, fire, or other similar events beyond its control.

11.8 **Notices.** Any notices provided pursuant to this MOU shall be in writing and delivered to the

DocuSign Envelope ID: 54DB3516-BEFA-4244-90BC-03B7913BCD48

representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this Agreement shall be the date of mailing such notice.

If to the State:	Department of Cultural Affairs State Historical Building Attn: Director or Director's Designee 600 E. Locust St. Des Moines, IA 50319
If to the Great Place:	City of Grimes Attn: Alex Pfaltzgraff 101 NE Harvey Street Grimes, Iowa 50111

11.9 Severability. If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this MOU.

11.10 Counterparts. The parties agree that this MOU has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

11.11 Governing Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this MOU without regard to the choice of law provisions of Iowa law. In the event any court proceeding is commenced in connection with this MOU, the proceeding shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if such court has jurisdiction. If however, such court lacks jurisdiction and jurisdiction lies only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to DCA or the State of Iowa.

SECTION 11. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

Authorized Official of the GP: Alex Pfaltzgraff		Date:	

DocuSign Envelope ID: 54DB3516-BEFA-4244-90BC-03B7913BCD48

As the legal authorizing official of the Department, I agree to all terms and conditions outlined above and certify that the information contained in this document, including all attachments, is true and correct.

Director of the Department or Director's Designee:	DocuSigned by: Chris Kramer DB3C7B53A04942C...	Date:	6/30/2023

CITY COUNCIL COMMUNICATION
Meeting Date: 07/25/2023

AGENDA ITEM:
Third & Final Reading Ordinance 783 - Grimes Crossing Rezone

BACKGROUND:
The applicant, Sanav Venture, LLC, has submitted the necessary petition documents to initiate the Rezoning Process, for property generally located west of SE Gateway Drive and north of SE 8th Street. The 1.5-acre property is currently zoned General and Highway Service Commercial (C-2) and is identified as Mixed Use 1 (MU-1) on the Future Land Use Plan. The applicant is requesting to rezone the property from General and Highway Service Commercial District (C-2) to Medium Density Two or More Family Dwelling District (R-3 Medium).

The projected activity for this property is consistent with the Future Land Use Plan designation. The R-3 Medium zoning district will allow for medium density residential at a maximum density of 8 dwelling units per acre. As such, the applicant has provided a conceptual plan for the site showing twelve townhome units along with the associated private street, parking, and landscaping.

A Rezone Petition was submitted by neighboring property owners within the Dovetail Condominiums located south of the rezone property. The petition was received and filed at the May 23rd Council meeting and requires a 4/5 vote of approval at each reading of the ordinance to approve the rezone request. Representatives of the Dovetail Condominiums presented their concerns with the rezone request at the previous meeting, primarily regarding trash management.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S):
Recommendation of Approval – Planning and Zoning – 05/02/2023

STAFF RECOMMENDATION:
Staff recommends approval of Ordinance 783.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Evann Martin
Assistant Planner
emartin@grimesiowa.gov
515-986-4050

Prepared by: Evann Martin, Assistant Planner
Return to: Evann Martin, Assistant Planner

Planning & Zoning Staff Report

CITY OF GRIMES

DATE

May 2, 2023

PROJECT NAME

Grimes Crossing Rezone

APPLICANT

Sanav Venture, LLC

REQUESTED ACTION

Rezoning 1.5 acres from C-2 to R-3 Medium

LOCATION

Generally located west of SE Gateway Drive and north of SE 8th Street

ZONING

Current: C-2

Proposed: R-3 Medium

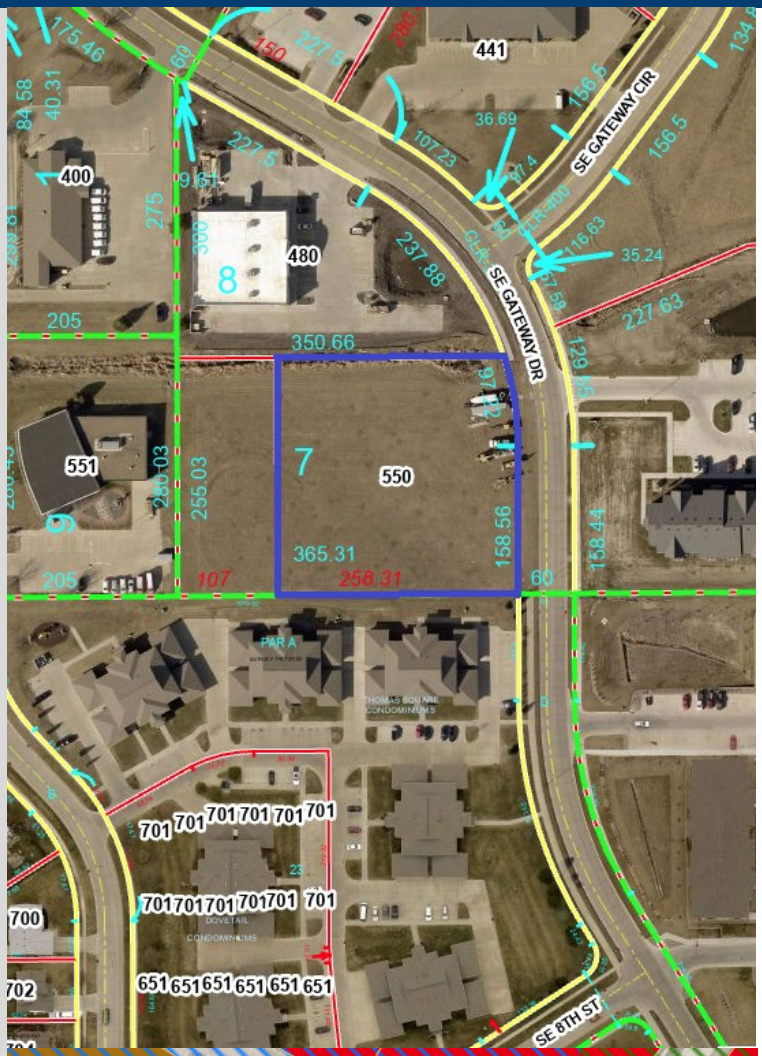
PLANNER

Evann Martin

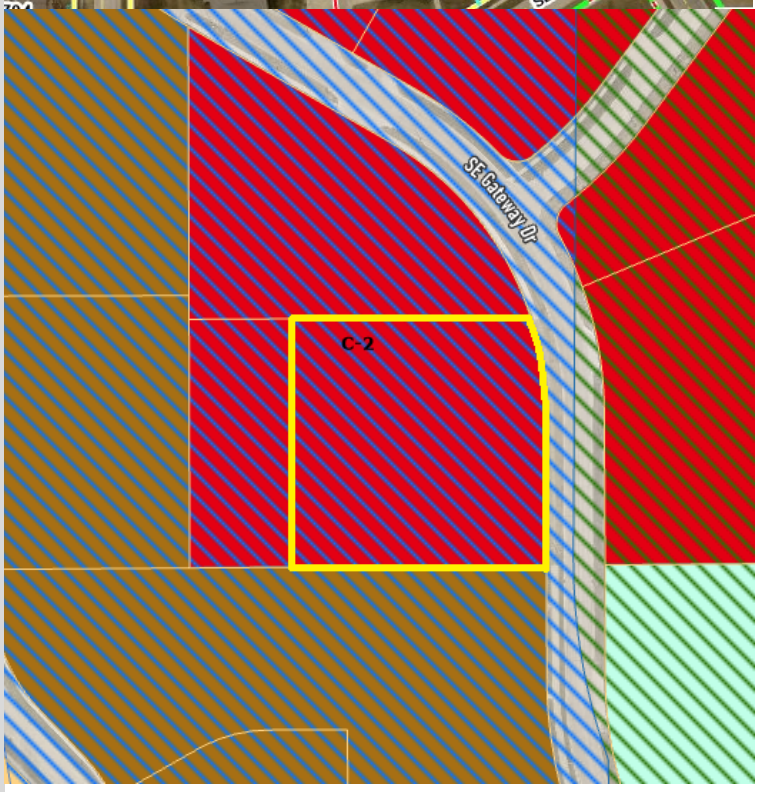
emartin@grimesiowa.gov

515-986-4050

Location Map



Zoning Map



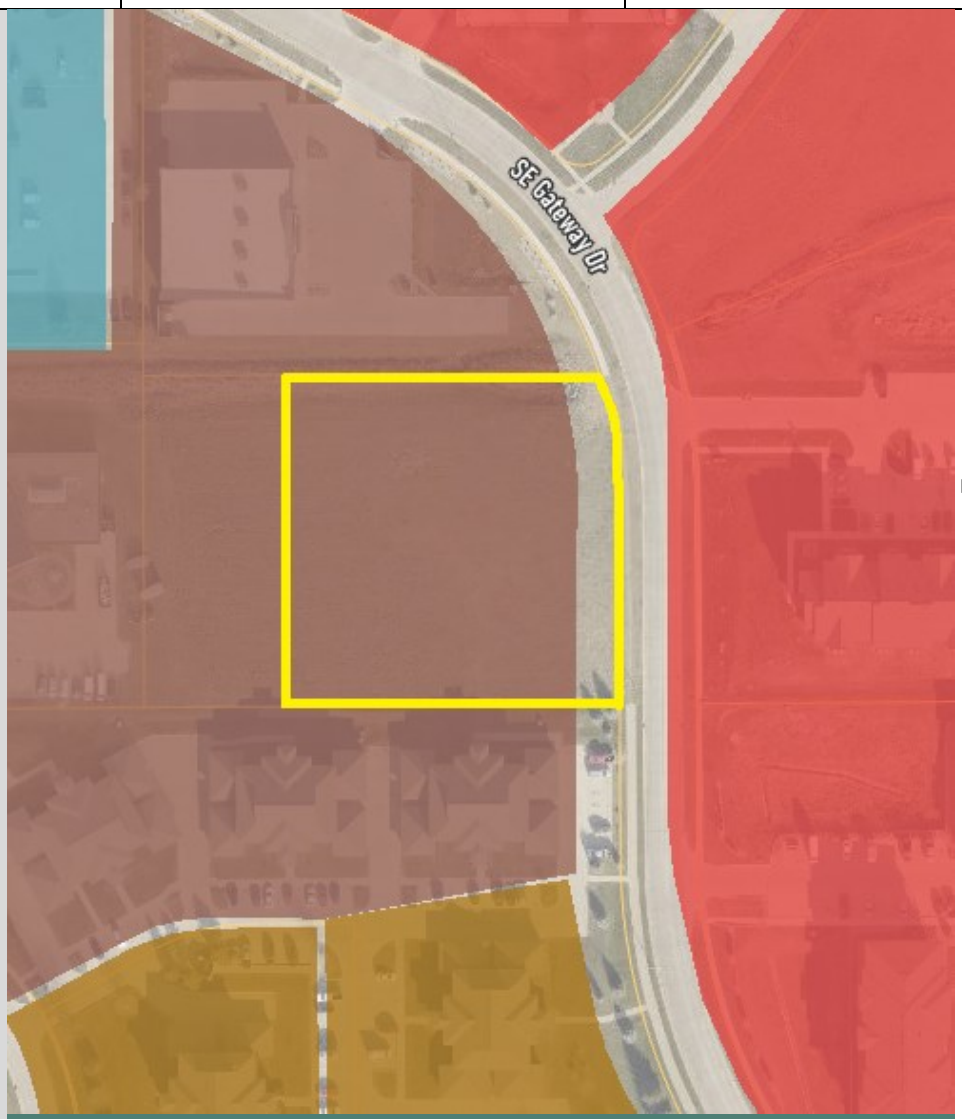
Relation to Comprehensive & Area Plans

LAND USES & ZONING			
Location	**Existing Land Use**	**Land Use Plan Designation**	**Current Zoning**
Subject Site	Vacant	Mixed Use 1	C-2
North	Commercial	Mixed Use 1	C-2
South	Residential	Mixed Use 1	R-3
East	Residential	Commercial	C-2
West	Commercial	Mixed Use 1	R-3

PARKS

The Parks and Trails Master Plan does not anticipate a park to be located on the subject property but does plan for trail along SE Gateway Drive. There is an existing 8' trail just south of the the property along SE Gateway Drive. The trail will be required to be constructed along the property line to continue the trail north along SE Gateway Drive .

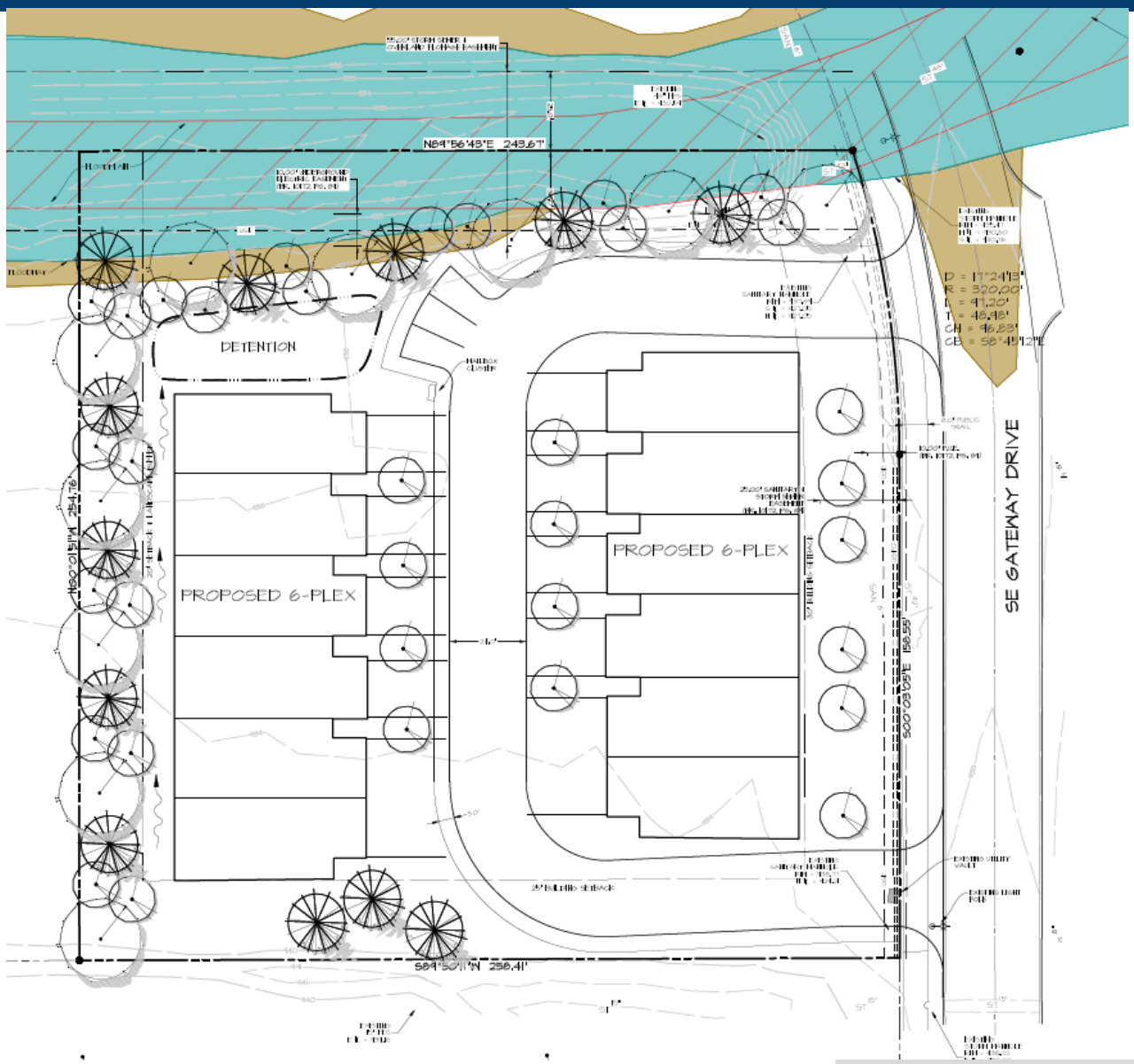
Because the zoning is changing to residential, parkland dedication will be required for the property. However, since the Parks and Trails Master Plan does not anticipate a park on the property and the small scale of the project, the developer will provide the City with a fee in lieu of dedicating land. The money will be utilized to make improvements within Shaver Park, which is the nearest park to serve the property.



Future Land Use Map

The proposed zoning change to R-3 Medium is consistent with the future land use designation of Mixed Use 1. which allows a mix of uses, including residential uses.

Site Layout



STREET ACCESS

Access into the site is proposed to be provided via two driveways from SE Gateway Drive. The internal street will be private.

PEDESTRIAN ACCESS

An 8' trail will be constructed along SE Gateway Drive and a minimum 5' sidewalk will be provided internal to the development on at least one side of the private street.

DEVELOPMENT STANDARDS

Density—8 units per acre

Setbacks—
- Front—30'
- Rear—30'
- Side—7'

Height—35', 2 stories

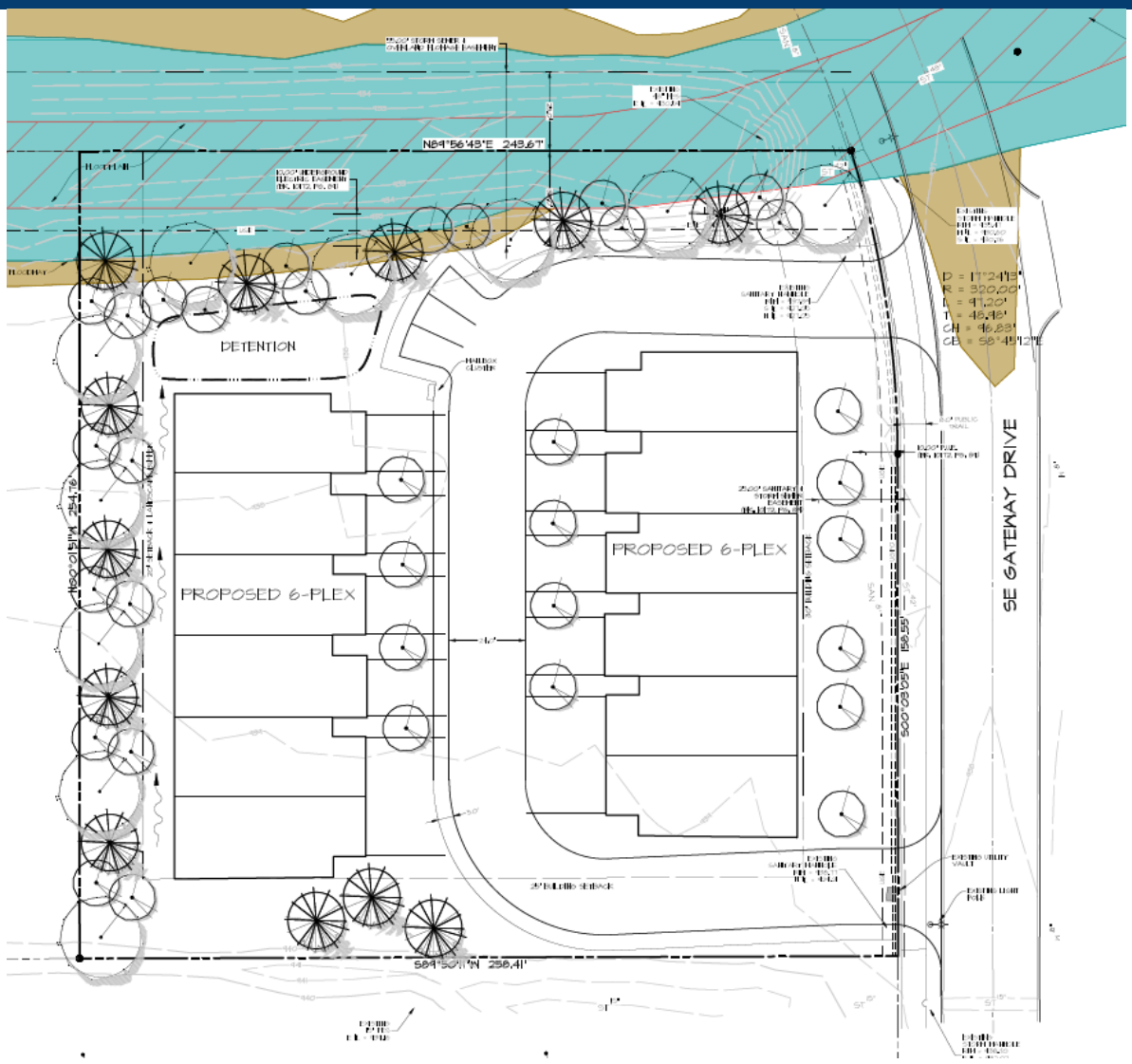
Open Space—40%

Landscape Buffer—20' along the north and west property line

DEVELOPMENT AGREEMENT

As part of the rezone, a development agreement will be developed and approved outlining the development standards, required public improvements, and parkland fee in lieu of land dedication.

Utilities & Landscaping



Utilities & Landscaping Map

SANITARY

Sanitary is existing on the west side of SE Gateway Drive.

WATER

Water is existing on the east side of SE Gateway Drive.

STORM WATER

Stormwater detention will be required onsite. There is no regional detention facility to serve this property.

FLOODPLAIN

There is floodway and floodplain located along the north side of the property. Improvements will be kept out of the floodway. Any improvements proposed within the floodplain will be reviewed to comply with the floodplain ordinance and require a permit.

LANDSCAPING

A 20' landscape buffer will be required along the north and west property lines. Landscaping will be required to follow the Highway 141 landscaping standards, which will require plantings along the project frontage facing SE Gateway Drive.

Conclusion

STAFF RECOMMENDATION

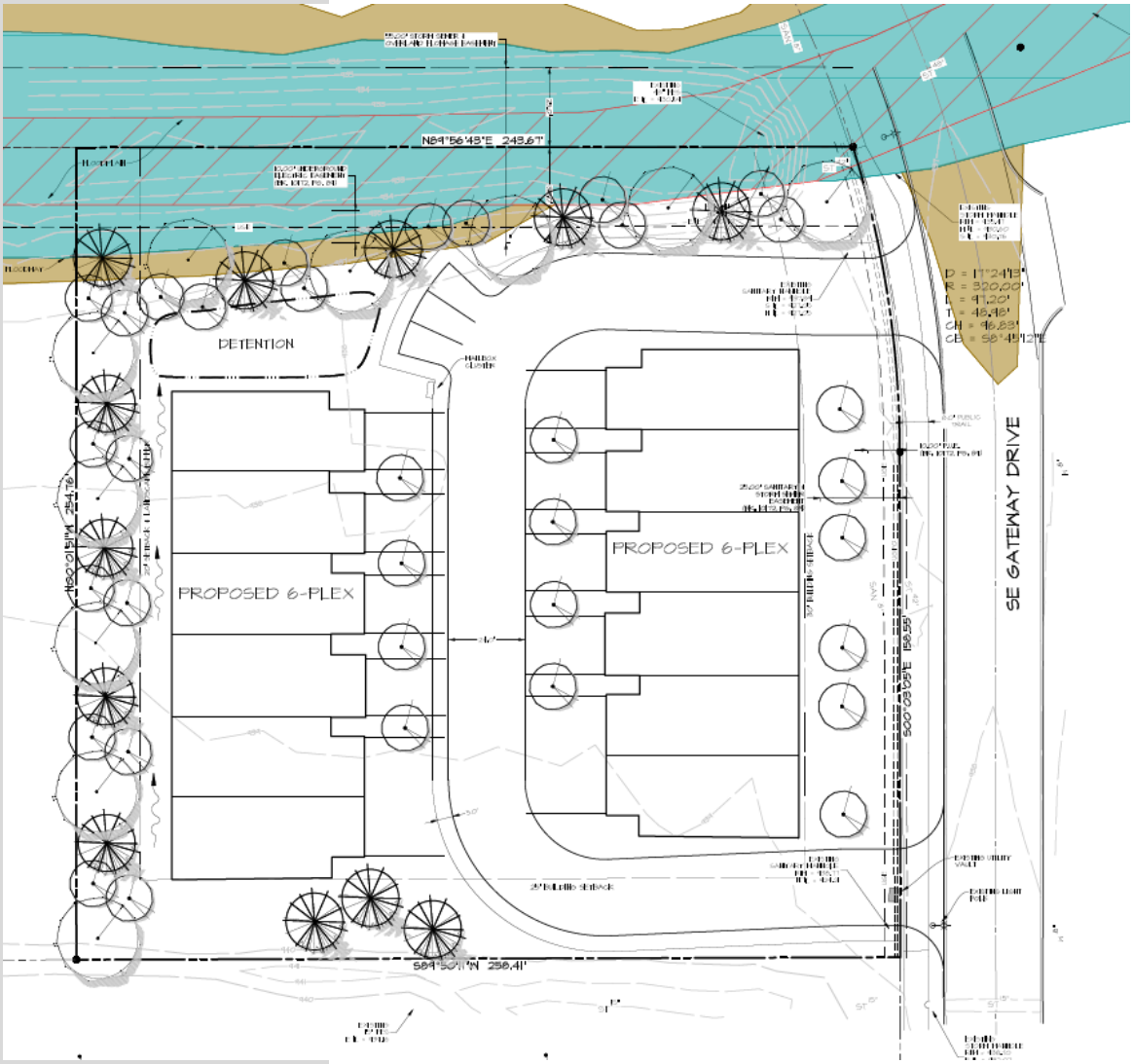
Staff recommends approval of the Grimes Crossing Rezone .

Conclusion

The proposed R-3 Medium zoning is consistent with the future land use plan.

The developer will provide a fee in lieu of dedicating parkland which will be utilized for improvements within Shaver Park.

An 8′ trail will be provided along SE Gateway in compliance with the Parks and Trails Master Plan.



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

~~December 5, 2022~~
~~March 13, 2023~~
April 18, 2023

Civil Engineering Consultants
Attn: Shane Devick
2400 86th Street, Suite 12
Urbandale, IA 50322

RE: Grimes Crossing Rezone

Dear Mr. Devick:

The Development Services Department is in receipt of a proposed Rezoning for the Grimes Crossing Rezone. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

1. ~~Please provide legal description of the area to be rezoned to the centerline of the road. Please provide the legal description in Word format. Legal description needs to be to the centerline of SE Gateway Drive.~~

2. ~~Please provide updated rezone map with property owners within 250' for the property to be rezoned. Please provide rezone map with property owner information included. See example provided.~~

Rezone Concept Comments:

1. ~~Please update the landscape buffer plantings to match the development agreement.~~

2. ~~Stormwater detention cannot be located within the floodplain.~~

3. ~~Detention will likely cause a few of the units to be removed. Depending on the number removed, the zoning may need to be changed to R-3 Medium (8 du/a) instead of R-3 High. The zoning request should change to R-3 Medium due to the density of the concept which is more realistic due to site circulation and, detention, and floodplain.~~

4. ~~Please show required visitor parking (1 space/5 units).~~

5. ~~Please change the 5' sidewalk along SE Gateway Dr to 8' trail. Shift the trail to be located within the right-of-way.~~

6. ~~A minimum of 40% open space is required. Please revise plan accordingly.~~

7. ~~The unit on Lot 1 doesn't appear to meet the setback. Please adjust.~~

8. ~~The fence along SE Gateway Dr is not permitted. Fencing is not allowed within the front yard. Please remove.~~

9. Provide concept elevations for the buildings, including the front door elevations for the units facing SE Gateway Dr. The elevations need to meet the R-3 architecture requirements (See Section 12-13-1 zoning ordinance). A minimum of 25% of all sides of the buildings shall be masonry material. Please provide. Has the applicant built these units elsewhere or know of a product that is similar to the proposed. Staff wants to get a better idea of how these will look and a real life example would be helpful.

10. ~~Revise the rear setback to 30'. The side setback is 7'.~~

Site Plan Comments:

The concept plan does not need to have site plan level detail. However, staff have the following comments to help you prepare for site plan submittal and that could affect the concept plan layout.

1. Discharge into the floodplain will require a 404 permit and City of Grimes floodplain permit.

2. The driveway into the site will need to be elevated above the floodplain.

3. Staff would like to see turning movements with the site plan submittal. The curves on the private driveway look tight.

4. Is the property proposed to be platted into individual lots? This will determine how utilities will need to be provided for the units.

5. A swale will likely be required along the west side of the site. How will a buffer be proposed within a swale?

6. There appears to be a utility vault in the location of the south driveway that will need to be relocated.

7. A streetlight will also need to be relocated due to location of the south driveway.

8. The square footage of both buildings would require fire suppression.

9. In looking at the building floor plan, is there a bathroom right off of the garage?

10. Label proposed location for the mailbox cluster. The cluster will need to be provided along an ADA accessible route.

11. Landscaping will need to be provided in accordance with the Highway 141 Corridor District requirements. Buffer landscaping can count toward the overall open space planting requirements.

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE:	~~December 12, 2022~~ April 3, 2023 **(1 PDF of Rezoning Map and Concept Plan)**
PLANNING & ZONING:	May 2, 2023 at 5:30
COUNCIL MEETING:	May 23, 2023 at 5:30

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner

REZONING SKETCH
OF
GRIMES CROSSING

550 SE GATEWAY DRIVE, GRIMES, IA 50111



VICINITY SKETCH
SCALE 1"=300'

NORTH

PROPERTY OWNER:
SANAV VENTURE LLC
14820 HORTON AVE
URBANDALE, IA 50323-2648

APPLICANT:
SANAV VENTURE LLC
14820 HORTON AVE
URBANDALE, IA 50323-2648

PROJECT MANAGER:
SHANE DEVICK
CIVIL ENGINEERING CONSULTANTS
2400 86TH STREET, #12
URBANDALE, IOWA 50322
PHONE: 515-276-4884, EXT. 222
EMAIL: DEVICK@CECLAC.COM

ZONING
EXISTING: C-2
PROPOSED: R-3 MEDIUM

BULK REGULATIONS
- FRONT: 30'
- SIDE YARD: 7'
- REAR: 30'
- MAXIMUM BUILDING HEIGHT: 35', 2 STORIES
- OPEN SPACE - 40%

LEGAL DESCRIPTION:
A PARCEL OF LAND IN LOT 7 AND LOT 8, GRIMES CROSSING PLAT 3, AN OFFICIAL PLAT, CITY OF GRIMES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 7; THENCE N84°56'43"E, 31.31 FEET TO A POINT ON THE CENTERLINE OF GATEWAY DRIVE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF S07°54'13"E AND A LENGTH OF 96.95 FEET TO A POINT OF TANGENCY; THENCE S84°50'11"W, 258.41 FEET ALONG THE SOUTH LINE OF LOT 7 TO A POINT; THENCE N00°01'51"W, 254.76 FEET TO A POINT ON THE NORTH LINE OF LOT 7; THENCE N84°56'43"E, 243.67 TO THE POINT OF BEGINNING AND CONTAINING 1.67 ACRES MORE OR LESS.

LEGEND

●	FOUND CORNERS
⊙	SET PROPERTY CORNER (5/8" I.R. W/ORANGE CAP #12265 UNLESS OTHERWISE NOTED)
	PROPERTY BOUNDARY
	LOT LINES
	ORIGINAL PLATTED LOT LINES
	TREE LINE
	EXISTING PARKING STALL PAINT LINES
	BACK OF PORTLAND CEMENT CONCRETE (P.C.C.) CURB & EDGE OF PORTLAND CEMENT CONCRETE SLAB
	GUTTER
	CENTERLINE STREET
	SIDEWALK
	EXISTING CHAIN LINK FENCE
	EXISTING PIPE FENCE
	EXISTING WIRE FENCE
-OHX-	OVERHEAD WIRES (X = NUMBER OF WIRES)
-UGFO-	UNDERGROUND FIBER OPTIC LINES
-ST-	STORM SEWER AND SIZE
-SAN-	SANITARY SEWER AND SIZE
-W-	WATER MAIN AND SIZE
-G-	GAS MAIN AND SIZE
-UGE-	UNDERGROUND ELECTRIC
-CATV-	UNDERGROUND CABLE TELEVISION LINE
-UGT-	UNDERGROUND TELEPHONE LINE
	RETAINING WALL
	EXISTING BUILDING
MAPS	UTILITY LOCATION BASED ON MAPS PROVIDED BY THE IOWA ONE CALL SERVICE (APPROXIMATE LOCATIONS ONLY)
EST	ESTIMATED LOCATION BASED ON A COMBINATION OF SURVEY DATA, UTILITY MAPS, AND THE ORIGINAL SITE PLAN.
PLANS	LOCATION BASED ON ORIGINAL CONSTRUCTION DRAWINGS PROVIDED BY THE CITY OF URBANDALE.
B/B	BACK OF CURB TO BACK OF CURB
CI & DIP	CAST IRON PIPE & DUCTILE IRON PIPE
VCP	VITRIFIED CLAY PIPE
RCP	REINFORCED CONCRETE PIPE
⊠	CLEAN OUT
	SANITARY & STORM MANHOLE
ST	OPEN THROAT INTAKE OR MS INTAKE
	SINGLE & DOUBLE BACK OF CURB(B/C) INTAKE
	STORM AREA INTAKE
	MEDIACOM COMMUNICATIONS RISER
	COMMUNICATIONS RISER
	ELECTRIC TRANSFORMER
	ELECTRIC METER
	ELECTRIC BOX
	WOOD POWER POLE WITH LIGHT
	POWER POLE
	STEEL STREET LIGHT POLE
	METAL LIGHT POLE
	GUYWIRE ANCHOR
	FIRE HYDRANT
	WATER MAIN GATE VALVE
	WATER MAIN STOP BOX VALVE
	SIGN
D.	DEEDED BEARING & DISTANCE
P.	PREVIOUSLY RECORDED BEARING & DISTANCE
M.	MEASURED BEARING & DISTANCE
FFE	FINISHED FLOOR ELEVATION
P.C.C.	PORTLAND CEMENT CONCRETE
A.C.C.	ASPHALTIC CEMENT CONCRETE
C.M.U.	CONCRETE MASONRY UNIT
	FLAGPOLE
I.R.	IRON ROD
I.P.	IRON PIPE
BK. ???, PG. ????	COUNTY RECORDER'S INDEXING BOOK AND PAGE
XX"	EXISTING DECIDUOUS TREE & CALIPER SIZE (GRAPHIC TREE SIZE IS REPRESENTATIVE OF APPROXIMATE DRIP LINE)
XX"	EXISTING EVERGREEN TREE & CALIPER SIZE (GRAPHIC TREE SIZE IS REPRESENTATIVE OF APPROXIMATE DRIP LINE)
BH	BUILDING HEIGHT MEASURED FROM THE EXISTING GROUND TO PEAK (HEIGHT ACCURACY = +/- 0.5 FEET)
777	PROPERTY ADDRESS

SHEET INDEX

SHEET #	SHEET TITLE
1	COVER
2	REZONING SKETCH
3	CONCEPT PLAN

CERTIFICATION

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

May 16, 2023

JEFFREY A. GADDIS, IOWA LICENSE NO. 18581 — DATE
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022

PAGES OR SHEETS COVERED BY THIS SEAL:

SHEETS 1 - 2

IOWA ONE CALL
1-800-292-8989
www.iowaonecall.com

RETURN TO:
CIVIL ENGINEERING CONSULTANTS
ATTN: JEFFREY A. GADDIS, PLS
2400 86TH STREET, SUITE 12
URBANDALE, IA 50322
PHONE: 515-276-4884
EMAIL: GADDIS@CECLAC.COM

Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12 . Des Moines, Iowa 50322
515.276.4884 . mail@ceclac.com
CEC

DATE:	SUBMITTAL 05-16-2023

DATE OF SURVEY:	-----
DESIGNED BY:	SJD
DRAWN BY:	MDH

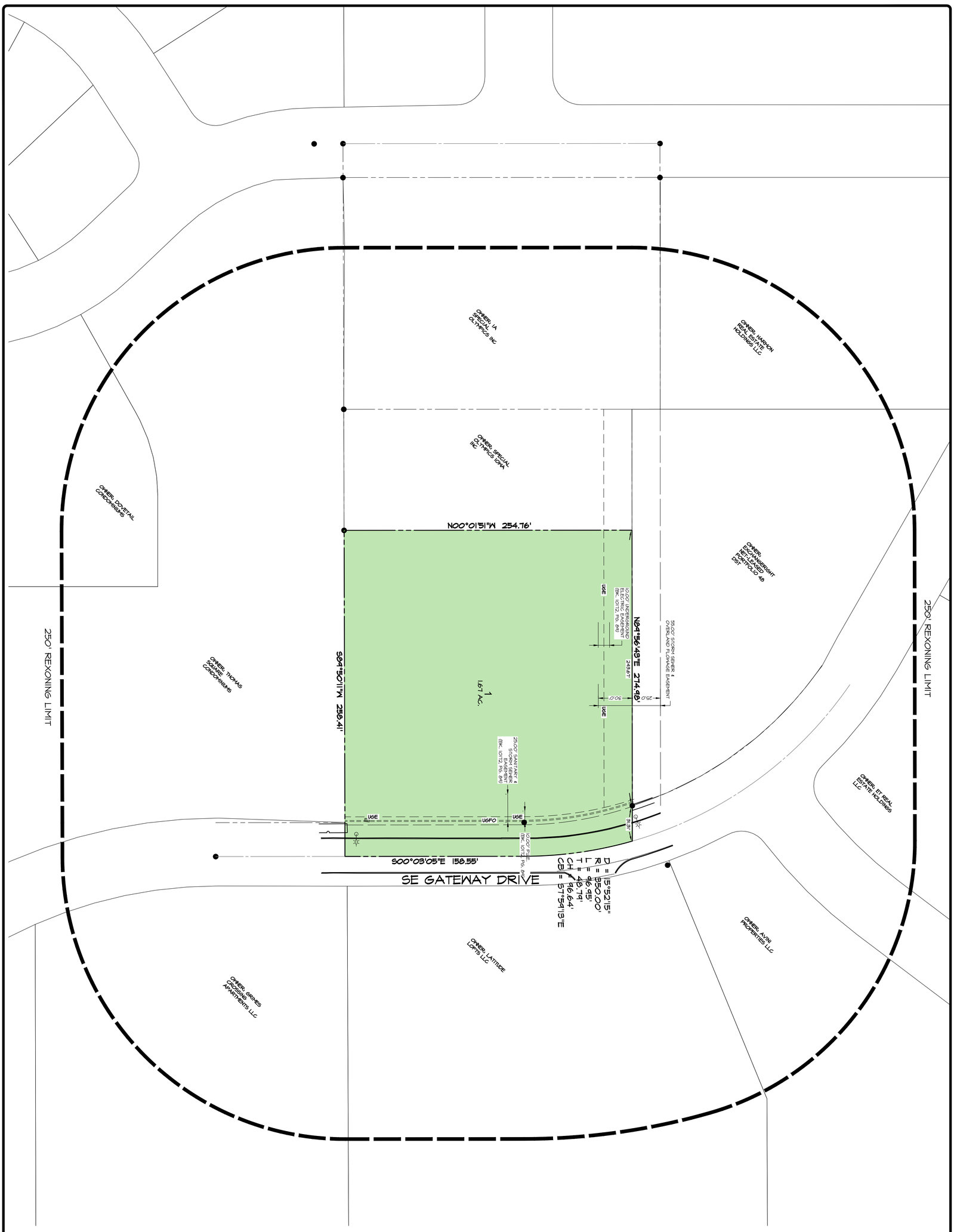
GRIMES CROSSING
550 SE GATEWAY DRIVE, GRIMES, IA 50111

COVER

SHEET 1 OF 2

E-8996

Q:\E-FILES\E-8000\E8996\...C3D Drawings\Rezoning\E8996 (01) COVER.dwg, 5/16/2023 10:54:56 AM, mmorgan, 1:1



SCALE: 1"=40'
0 10 20 30 40 80

NORTH

E-8996

SHEET 2 OF 2

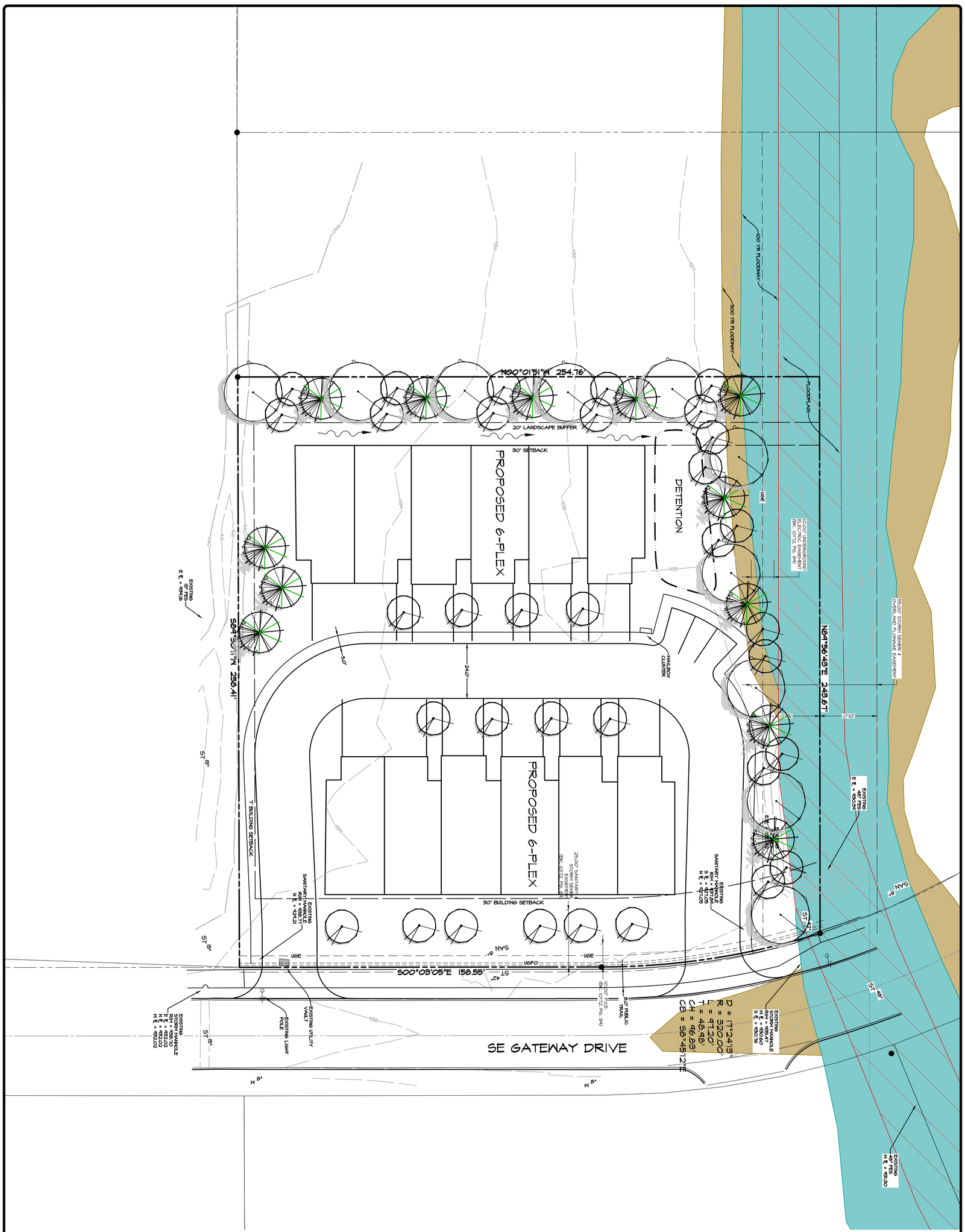
GRIMES CROSSING
550 SE GATEWAY DRIVE, GRIMES, IA 50111

REZONING SKETCH

DATE:	
	SUBMITTAL 05-16-2023

DATE OF SURVEY:	----
DESIGNED BY:	SJD
DRAWN BY:	MDM

CEC
Civil Engineering Consultants, Inc.
2400 86th Street . Unit 12 . Des Moines, Iowa 50322
515.276.4884 . mail@ceclac.com



SCALE: 1"=20'

NORTH

SHEET 3 OF 12

E-8996

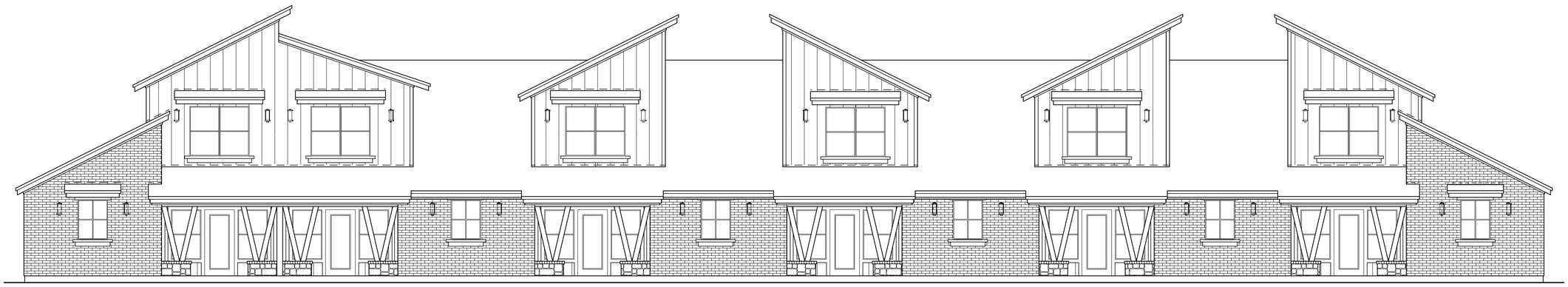
GRIMES CROSSING
550 SE GATEWAY DRIVE, GRIMES, IA 50111

CONCEPT PLAN

DATE:	
	SUBMITTAL 05-16-2023

DATE OF SURVEY:	---
DESIGNED BY:	SJD
DRAWN BY:	MDM

CEC
Civil Engineering Consultants, Inc.
2400 86th Street . Unit 12 . Des Moines, Iowa 50322
515.276.4884 . mail@ceclac.com



EAST SIDE ELEVATION- SE GATEWAY FACADE

SCALE: 3/32"=1'-0"

ORDINANCE #783

AN ORDINANCE AMENDING THE GRIMES OFFICIAL ZONING MAP, PURSUANT TO THE CODE OF ORDINANCES SECTION 12-3-5 TO PROVIDE FOR THE FOLLOWING REZONING REQUEST FOR GRIMES CROSSING AND ASSOCIATED ZONING CHANGE AND DEVELOPMENT AGREEMENT

SECTION 1. PURPOSE. This Ordinance is to amend the Official Zoning Map and the Comprehensive Land Use Map by rezoning approximately 1.5 acres legally described on Exhibit A (the "Property") from C-2 (General and Highway Service Commercial District) to R-3 Medium (Medium Density Two or More Family Dwelling District).

SECTION 2. ADDITIONAL ZONING RESTRICTIONS. As part of this Ordinance and the rezoning established herein, certain permanent conditions and restrictions are hereby imposed upon the Property, which conditions and restrictions are in addition to existing regulations for the R-3 Medium Classification. Said restrictions are set forth in the Zoning Change and Development Agreement (the "Agreement") by and between the City of Grimes, Iowa, and Sanav Venture, LLC. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City of Grimes, Iowa; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor. All such conditions and restrictions are established, and such Agreement executed and entered into, pursuant to and in accordance with the provisions of Section 414.5 of the 2021 Code of Iowa, as amended.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5: EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved by the City Council on this 25th day of July, 2023.

ATTEST:

_____
Scott Mikkelsen, Mayor

_____
Rochelle Williams, City Clerk

Exhibit A

Legal Description of Property

GRIMES CROSSING
ZONING CHANGE AND DEVELOPMENT AGREEMENT

THIS ZONING CHANGE AND DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 27th day of June, 2023, by and between the City of Grimes, IOWA, a municipal corporation (the "City") and Sanav Venture, LLC, (referred to herein as "Property Owner"), collectively referred to as ("the Parties");

WHEREAS, Property Owner owns certain real property located within the corporate limits of the City which is legally described on Exhibit "A", attached hereto (the "Property"), which Property is presently zoned C-2.

WHEREAS, the Property Owner has submitted a development plan prepared by Design Services identifying the Property to be developed as a residential townhome neighborhood as set forth in Exhibit "B", attached hereto (the "Development Plan"); and

WHEREAS, the City and Property Owner now desire that the Property be rezoned from C-2 to R-3 High, prior to development in accordance with, and in consideration of, the provisions of this Agreement and Section 414.5 of the Iowa Code; and

WHEREAS, Property Owner and the City wish to set forth their agreements with respect to the conditions and restrictions which will arise with respect to the Property as a result of such rezoning and development.

NOW, THEREFORE, in consideration of the above premises, the rezoning of the Property and the promises and agreements set forth herein, it is hereby agreed between Property Owner and the City as follows:

1) Rezoning. This agreement is contingent on the Property being rezoned from C-2 (General and Highway Service Commercial District) to R-3 High (High Density Family Dwelling District) by the Grimes City Council as set forth in Exhibit A attached hereto.

2) Development Plan. The Property Owner has submitted the Development Plan in conjunction with the Property Owner's request for rezoning. A copy of the Development Plan is attached hereto as Exhibit B. The Property Owner agrees that the development of the property shall be generally consistent with the Development Plan and shall satisfy the following requirements.

   (a) Site Plans Required. Property Owner agrees that preliminary plats and site plans will be required for the proposed improvements within the development. Preliminary Plats shall include sufficient details to ensure that the minimum development standards for the Property can be achieved.

(b) Declaration of Covenants, Restrictions and Easements. The Property Owner shall, at the time of final platting, submit to the Grimes City Council for approval and subsequently record with the County recorder a declaration regarding the establishment of certain easements and the declaration of certain restrictions and covenants, including but not limited to, natural resource and open space preservation requirements, specific house and site design criteria, and the responsibility for maintenance of various individual and common area amenities.

(c) Minimum Standards. The Property shall be subject to the terms outlined below:

i.) Lot Dimensions. No minimum lot dimensions shall apply. Postage Stamp lot development is permitted.

ii.) Density. The maximum density shall be eight (8) units per acre.

iii.) Setbacks. The following setbacks shall apply to all units:

a. Front Yard – Thirty (30) Feet – External Property Lines

b. Rear Yard – Thirty (30) Feet – External Property Lines

c. Side Yard – Seven (7) Feet – From External Property Lines

d. Building Separation – Sixteen (16) Feet – From Building Groups

e. A two (2) foot projection for non-habitable space is permitted, however the projection must meet all applicable building/fire code standards.

iv.) Minimum Dwelling Size. All dwellings must have a total finished area of not less than nine hundred (900) square feet, exclusive of garage area. Basement or partial subgrade level square footage may not be counted towards minimum finished area.

v.) Height. The maximum height of any building shall be two (2) stories above grade (35-Feet maximum).

vi.) Garage. A minimum two (2) car attached garage shall be provided for every dwelling unit.

vii.) Parking. Visitor Parking shall be provided in accordance with the Grimes Zoning Ordinance.

viii.) Building Materials. The buildings fronting SE Gateway Drive shall meet the architecture standards established within Zone 2 of the Highway 141 Mixed Use Development Corridor District. All other buildings shall meet the R-3 architecture standards.

ix.) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structure and shall be in conformance with the Grimes Zoning Ordinance.

x.) Driveways. All driveways shall be constructed out of Plain Cement Concrete (P.C.C.) in accordance with the City of Grimes Standards and Specifications.

xi.) Open Space. A minimum of forty (40%) percent open space shall be provided.

xii.) Pedestrian. Connections from the units, to a common pedestrian network shall be provided. A five (5) foot PCC sidewalk shall be provided on at least one side of any internal private street.

xiii.) Private Street Lighting. Street Lighting associated with the private streets shall be provided. All lights shall be downcast, and shall not exceed twenty-five (25) feet in height.

3) Buffering

(a) Provision of Buffers. The provision of adequate buffering and landscaping shall be thoroughly evaluated and approved by the City of Grimes as part of the site plan approval. Additional buffer and landscaping may be required at that time in response to additional details of the use, buildings, parking, loading areas, mechanical equipment, etc. to be implemented.

(b) Landscape Buffers. A twenty (20) foot landscape buffer shall be provided along the north and west property lines to screen the commercial development from the townhomes. The landscape buffers shall provide the following number of trees per fifty (50) feet of linear buffer: One (1) overstory tree, two (2) understory trees and one (1) evergreen tree. Buffer landscaping shall not be planted within the floodway.

4) Public and Site Improvements

(a) Public Improvements. Public Improvements include the construction of the following:

(i.) Property Owner agrees to construct the necessary water main, sanitary sewer, and storm sewer to serve the development. Public construction drawings shall be prepared and submitted for review and approval.

(b) Trails. An eight (8) foot trail shall be provided along SE Gateway Drive and shall transition to five (5) feet wide at the north property line.

(c) Construction/Bonds. All public improvements listed above shall be constructed in accordance with SUDAS and all City of Grimes standards. At the time of completion, a four (4) year maintenance bond for the sewer and watermain improvements must be submitted.

5) Parkland Dedication.

(a) Parkland dedication shall be based on the calculation below and will be dedicated at the time of final plat.

i) (number of units) x (number of individuals per unit) x (.0065 acres per individual) = required parkland dedication in acres

ii) In the above calculation 2 individuals per unit shall be used.

(b) The developer shall have the option to choose fee in lieu of dedicating parkland, which will assist in further development of adjoining parks. Fees shall be due at the time of site plan approval. The agreed upon fee per acre shall be $40,000.

6) Highway 141 Mixed Use Development Corridor District. The Grimes Crossing Development shall follow the Highway 141 Mixed Use Development Corridor District regulations except as otherwise stated in this Development Agreement.

7) Amendment Procedure. The terms of this Agreement may be amended by mutual agreement of the Parties hereto, following a notification process to surrounding Property Owners, a review by the Grimes Planning and Zoning Commission and a Public Hearing before the Grimes City Council.

8) Security; Lien Rights of City. In the event that the City makes any payments or incurs any costs in connection with the Improvements, which payments or costs are agreed to be paid by Property Owner pursuant to this Agreement, Property Owner hereby agrees that the City shall have a lien on the Property in the amount agreed to be paid by Property Owner. Such lien by the City shall be released by written instrument recorded upon payment in full of the amount that Property Owner is obligated to pay. In the event that such a lien arises, the parties agree that the Property subject to such lien shall not be further platted or divided and no building permits shall issue until such lien is satisfied.

9) Binding Personal Obligation and Assignment. The parties hereby acknowledge that the security provided for in this Agreement is not the exclusive remedy available to the City. The obligations of the Property Owner hereunder are personal. In addition to the lien rights described in this Agreement, the City shall have all remedies available to it at law or in equity under the laws of the State of Iowa. The personal obligations of the Property Owner shall not be assignable, and the parties shall not be released from the obligations hereunder by virtue of such assignment, unless prior written approval of such assignment and release is given to the City. In the event that Property Owner sells a plat to a new owner, the City shall agree to the assignment of the obligations created under this Agreement to the purchaser.

10) Warranty of Title. Property Owner hereby warrants to the City that Property Owner is the owner of the Property and hereby covenants to defend Property Owner's title to the Property for purposes of this Agreement.

11) Binding. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the respective parties hereto, and all of the terms and conditions of this Agreement shall constitute conditions, covenants and restrictions running with the land in perpetuity for the Property; provided, however, upon the Petition of the then owner of the Property or any portion thereof, the parties hereto agree that the terms of the ordinances of the City of Grimes and the laws of the statutes and courts of the State of Iowa governing rezoning shall control the change in such zoning as to the property owned by the person so petitioning.

12) Effective. This Agreement is subject to and contingent upon approval by the Grimes City Council of the rezoning of the Property in accordance with paragraph 1. In the event the Grimes City Council does not approve said zoning change, this Agreement shall be null and void.

13) Recording. This Agreement shall be recorded with the Polk County, Iowa, Recorder, as an exhibit to the ordinance rezoning the Property and shall constitute a valid and effective agreement pursuant to the terms and conditions of Section 414.5 of the Iowa Code.

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

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.)

CITY OF GRIMES, IOWA

By:_____

Scott Mikkelsen, Mayor

Attest:

_____

Rochelle Williams, City Clerk

STATE OF IOWA)

) ss.

COUNTY OF POLK)

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

_____

Notary Public in and for the

State of Iowa

My Commission expires _____

PROPERTY OWNER.

Sanav Venture, LLC

By: Krishna Bodduluri

Signature: ~~KP~~ Krishna Bodduluri

Title: PRESIDENT

STATE OF ~~IOWA~~ Texas)

) ss:

COUNTY OF Denton)

On this 27 day of June, 2023 before me, the undersigned, a Notary Public in and for the State of ~~Iowa~~ TX, personally appeared at Parkinmail location, 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.

MADISON CARTER
Notary Public, State of Texas
Comm. Expires 03-02-2027
Notary ID 134231865

Notary Public in and for the

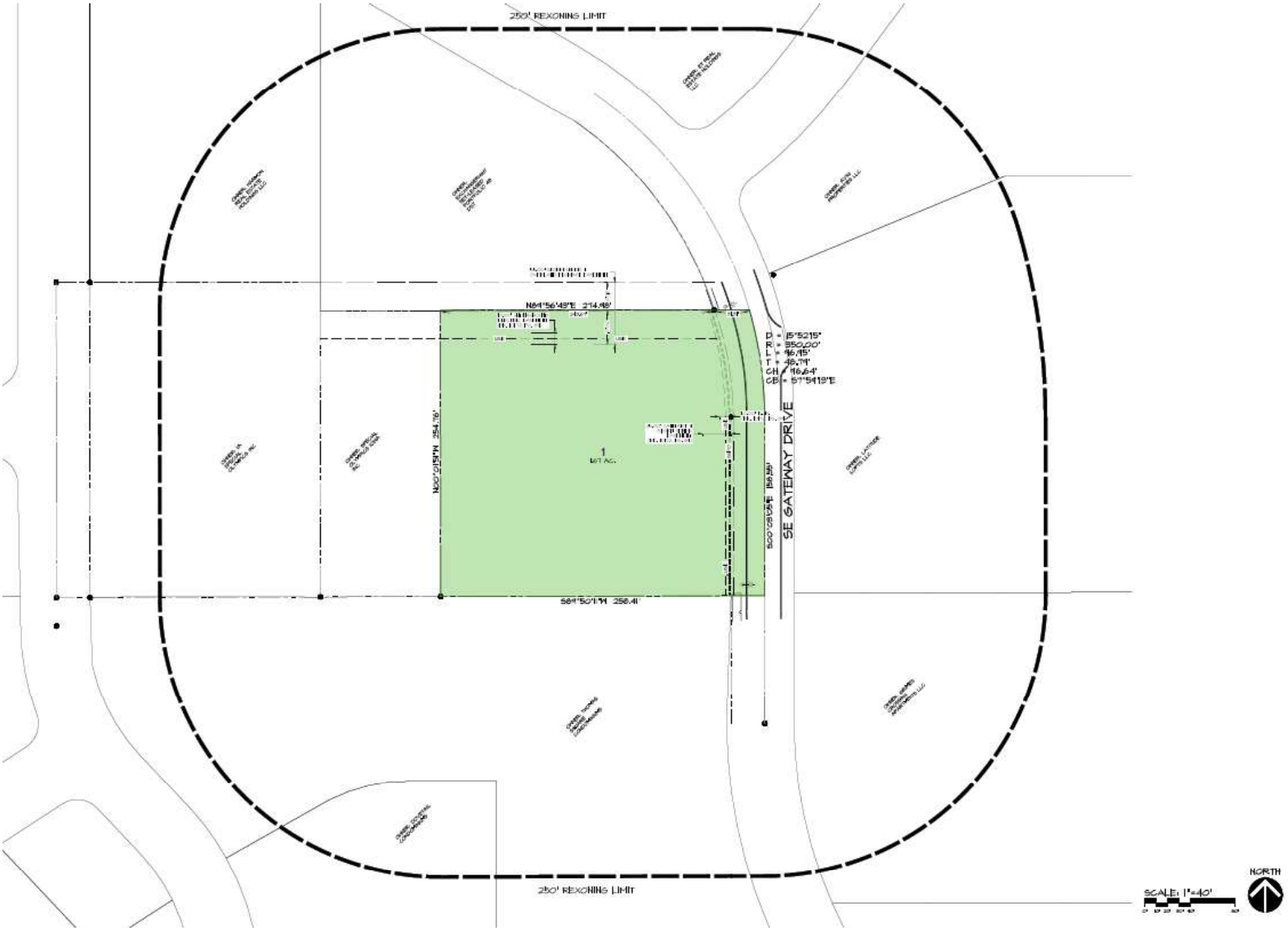
State of ~~Iowa~~ Texas

My Commission expires 03/02/2027

Exhibit A

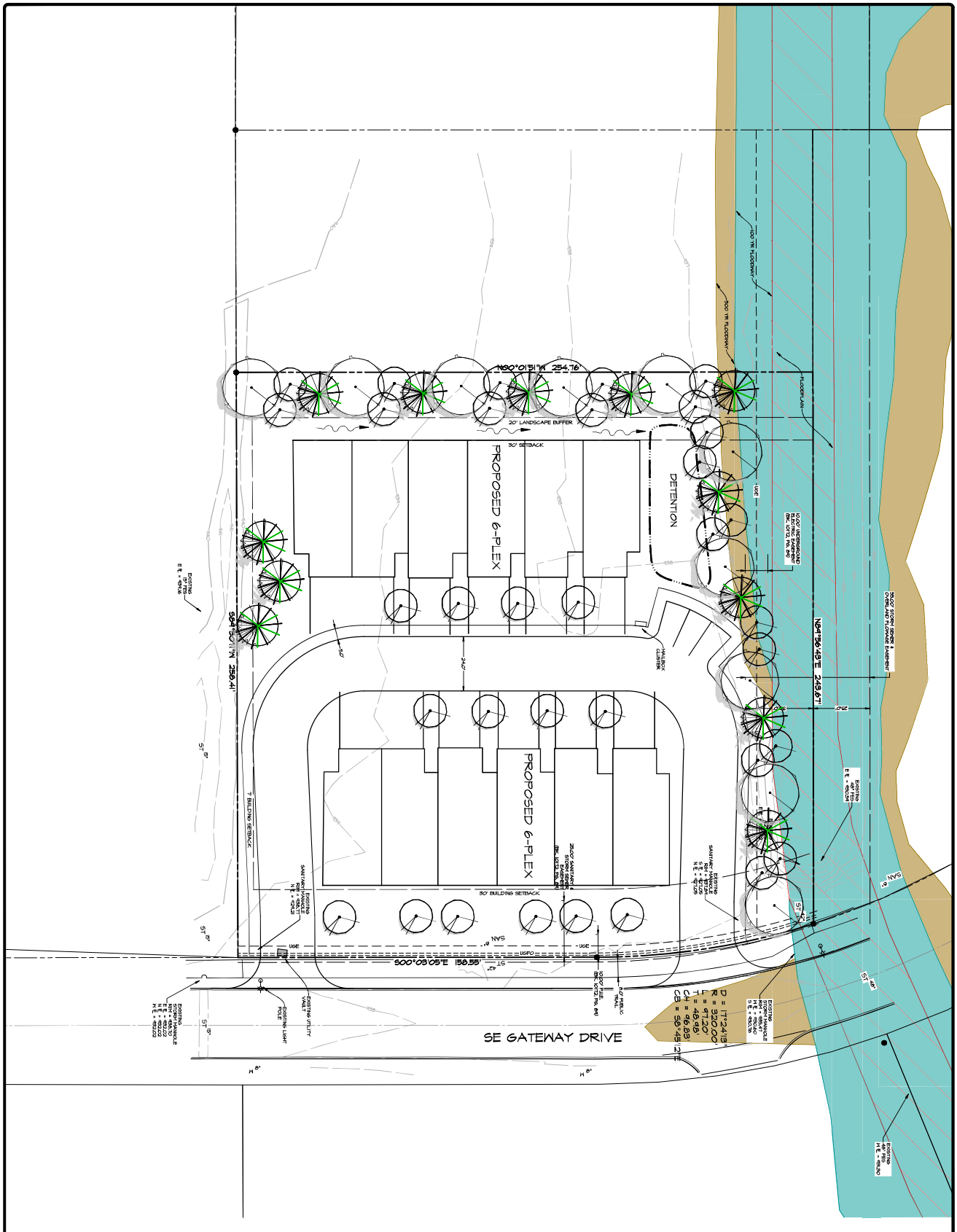
Legal Description

A PARCEL OF LAND IN LOT 7 AND LOT B, GRIMES CROSSING PLAT 3. AN OFFICIAL PLAT, CITY OF GRIMES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 7; THENCE N89°56'43"E, 31.31 FEET TO A POINT ON THE CENTERLINE OF GATEWAY DRIVE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF S07°59'13"E AND A LENGTH OF 96.95 FEET TO A POINT OF TANGENCY; THENCE S89°50'11"W, 258.41 FEET ALONG THE SOUTH LINE OF LOT 7 TO A POINT; THENCE N00°01'51"W, 254.76 FEET TO A POINT ON THE NORTH LINE OF LOT 7; THENCE N89°56'43"E, 243.67 TO THE POINT OF BEGINNING AND CONTAINING 1.67 ACRES MORE OR LESS.



Q:\E-ETILES\E-8000\E8996_CIV\Drawings\Rezoning\E8996 (03) CONCEPT PLAN.dwg, 5/16/2023 10:55:18 AM, mmorgan, 1:1

Exhibit B
Development Plan



SHEET 3 OF 2	GRIMES CROSSING 550 SE GATEWAY DRIVE, GRIMES, IA 50111 CONCEPT PLAN	DATE: SUBMITTAL 05-16-2023 DATE OF SURVEY: DESIGNED BY: SJD DRAWN BY: MDH

CEC
Civil Engineering Consultants, Inc.
2400 86th Street . Unit 12 . Des Moines, Iowa 50322
515.276.4884 . mail@ceclac.com

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

CITY COUNCIL COMMUNICATION
Meeting Date: 7/25/23

AGENDA ITEM: Water Revenue Loan and Disbursement Agreement – Public Hearing

BACKGROUND: The action in front of the council is to hold a public hearing and take action on a resolution for the proposal to enter into a Water Revenue Loan and Disbursement Agreement. The city conducted a Water System Study with McClure Engineering a couple of years ago and identified a first round of water system improvements as follows:

1. SW 19th Street Water Transmission Main
2. Ground Storage Reservoir
3. N James Street Feeder Main
4. NW County Line Road Water Main

The funding for the construction of these projects is scheduled to be covered by a Drinking Water State Revolving Fund loan. The city hired Dorsey to assist with the proceedings to follow for the loan. The included resolution for council approval is the next step in the loan process. The first 2 projects are on the agenda for public hearing and construction contract award at this meeting and the other 2 projects will be going out to bid soon. The max principal loan amount for the 4 projects is not to exceed amount of $12,500,000.

BUDGETARY CONSIDERATIONS: The Drinking Water SRF loan will cover the construction costs for the 4 projects listed above.

STRATEGIC PLANNING:
Prioritized: Yes

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

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: The staff recommends that the City Council holds the public hearing and approves the resolution, 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

(Hearing – Water Revenue)

419952-97

Grimes, Iowa

July 25, 2023

The City Council of the City of Grimes, Iowa, met on July 25, 2023, at 5:30 p.m., at the Grimes Community Center, 410 SE Main, in the City. The meeting was called to order by the Mayor Pro Tem Ryan Burger, and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

This being the time and place specified for holding the public hearing and taking action on the proposal to enter into a Water Revenue Loan and Disbursement Agreement, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor declared the public hearing closed.

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

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted, as follows:

RESOLUTION NO. 07-3623

Resolution taking additional action on proposal to enter into a Water Revenue Loan and Disbursement Agreement

WHEREAS, the City of Grimes (the "City"), in Dallas and Polk Counties, State of Iowa, did heretofore establish a Municipal Waterworks Utility System (the "Utility") in and for the City which has continuously supplied water service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its $2,432,000 Water Revenue Bond, SRF Series 2013, dated July 26, 2013 (the "Series 2013 Bond"), a portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its $577,000 Taxable Water Revenue Bond, SRF Series 2016, dated September 23, 2016 (the "Series 2016 Bond"), a portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its $4,200,000 Water Revenue Bond, SRF Series 2019, dated March 8, 2019 (the "Series 2019 Bond"), a portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its $3,800,000 Taxable Water Revenue Bond, SRF Series 2019A, dated April 12, 2019 (the "Series 2019A Bond"), a portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its $1,559,000 Taxable Water Revenue Bond, SRF Series 2019B, dated June 7, 2019 (the "Series 2019B Bond"), a portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its $21,990,000 Taxable Water Revenue Bond, SRF Series 2020, dated January 10, 2020 (the "Series 2020 Bond"), a portion of which remains outstanding; and

WHEREAS, pursuant to the resolutions (the "Outstanding Bond Resolutions") authorizing the issuance of the Series 2013 Bond, the Series 2016 Bond, the Series 2019 Bond, the Series 2019A Bond, the Series 2019B Bond and the Series 2020 Bond (hereinafter collectively referred to as the "Outstanding Bonds"), the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Bonds under the terms and conditions set forth in the Outstanding Bond Resolutions; and

WHEREAS, the City has heretofore proposed to contract indebtedness and enter into a certain Water Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed $12,500,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility, and has published notice of the proposed action and has held a hearing thereon on July 25, 2023;

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

Section 1. The City Council hereby determines to enter into the Agreement in the future and orders that Water Revenue Bonds be issued at such time in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved July 25, 2023.

_____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams, City Clerk

• • • •

On motion and vote, the meeting adjourned.

_____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams, City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
DALLAS AND POLK COUNTIES SS:
CITY OF GRIMES

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to the hearing on the City Council's intention to enter into a Water Revenue Loan and Disbursement Agreement in a principal amount not to exceed $12,500,000.

WITNESS MY HAND this ____ day of _____, 2023.

_____
Rochelle Williams, City Clerk

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

CITY COUNCIL COMMUNICATION
Meeting Date: 7/25/23

AGENDA ITEM: SW 19th Street Water Transmission Main – 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 July 18, 2023 and the following are the results:

Rognes Corporation - $1,734,626.00	Absolute Group – Non-Responsive
McAninch Corporation - $1,749,531.22	Jet Drain Services, LLC - $2,099,755.00
J & K Contracting, LLC - $1,776,000.00	Vanderpool Construction, Inc. - $2,148,995.00
On Track Construction, LLC – $1,798,725.00	S.J. Louis Construction, Inc. - $2,287,160.00
Evolution Contracting, LLC – $1,821,712.00	Granite Excavating, LLC – Non-Responsive
Thorpe Contracting, LLC - $1,850,095.00	Engineering Estimate - $2,200,000.00
S.M. Hentges & Sons, Inc. – $1,868,890.00	

The results from the bidding showed great interest in this project for this type of work and the current bidding environment. The grouping of bids was decent with most of the bids coming in under the engineer's estimate and the low bidder being about 21% or $465,000 under the engineer's estimate. The low bidder is Rognes Corporation of Ankeny, Iowa. City staff has worked with Rognes Corporation before and feels they can perform this work.

BUDGETARY CONSIDERATIONS: This project came in about $465,000 under the engineer's estimate and is in the current Capital Improvements Program for construction this year. This project will be funded through a Drinking Water State Revolving Fund loan backed by water user rates.

STRATEGIC PLANNING:
Prioritized: Yes

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

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

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

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

McCLURE ENGINEERING COMPANY
1360 NW 121st STREET, SUITE A
CLIVE, IA 50325
515-964-1229 PHONE
515-964-2370 FAX

SW 19TH STREET WATER TRANSMISSION MAIN
CITY OF GRIMES, IOWA

LETTING DATE: July 18, 2023
TIME: 10:30 AM

	ENGINEER'S ESTIMATE	BIDDERS NAMES AND ADDRESSES			
		Rognes Corp. 1609 N. Ankeny Boulevard Ankeny, IA 50023	McAninch Corporation 100 E. Grand Avenue, Suite 350 Des Moines, IA 50309	J&K Contracting, LLC 10703 Justin Drive Urbandale, IA 50322	On Track Construction, LLC 1435 West F Avenue Nevada, IA 50201
BID BOND (YES/NO)		Yes	Yes	Yes	Yes
ACKNOWLEDGED ADDENDUM 1 (YES/NO)		Yes	Yes	Yes	Yes
SRF REQUIRED FRONT-END SPECIFICATIONS (YES/NO)		Yes	Yes	Yes	Yes

Bid Item No.	Bid Item Code	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	2010-1.08-D.1	TOPSOIL, ON-SITE	2,530	CY	$ 7.50	$ 18,975.00	$ 8.00	$ 20,240.00	$ 8.17	$ 20,670.10	$ 16.80	$ 42,504.00	$ 5.50	$ 13,915.00
2	3010-1.08-C	TRENCH FOUNDATION	170	TON	$ 55.00	$ 9,350.00	$ 45.00	$ 7,650.00	$ 14.97	$ 2,544.90	$ 56.50	$ 9,605.00	$ 45.00	$ 7,650.00
3	3010-1.08-D	REPLACEMENT OF UNSUITABLE BACKFILL MATERIALS	200	CY	$ 40.00	$ 8,000.00	$ 20.00	$ 4,000.00	$ 20.37	$ 4,074.00	$ 65.00	$ 13,000.00	$ 35.00	$ 7,000.00
4	5010-1.08-A-1	WATER MAIN, TRENCHED, DIP, CLASS 52 W/ ZINC COATING, 24 IN.	5,160	LF	$ 260.00	$ 1,341,600.00	$ 200.00	$ 1,032,000.00	$ 218.35	$ 1,126,686.00	$ 208.00	$ 1,073,280.00	$ 208.00	$ 1,073,280.00
5	5010-1.08-A-1	WATER MAIN, TRENCHED, PVC, DR-18, 16 IN.	1,280	LF	$ 135.00	$ 172,800.00	$ 130.00	$ 166,400.00	$ 88.87	$ 113,753.60	$ 90.00	$ 115,200.00	$ 100.00	$ 128,000.00
6	5010-1.08-A-1	WATER MAIN, TRENCHED, PVC, DR-18, 12 IN.	40	LF	$ 110.00	$ 4,400.00	$ 107.00	$ 4,280.00	$ 79.19	$ 3,167.60	$ 98.50	$ 3,940.00	$ 98.00	$ 3,920.00
7	5010-1.08-A-1	WATER MAIN, TRENCHED, RJ DIP, CLASS 52 W/ ZINC COATING, 24 IN.	260	LF	$ 310.00	$ 80,600.00	$ 302.00	$ 78,520.00	$ 300.19	$ 78,049.40	$ 301.65	$ 78,429.00	$ 290.00	$ 75,400.00
8	5010-1.08-A-1	WATER MAIN, TRENCHED, RJ PVC, DR-18, 16 IN.	80	LF	$ 175.00	$ 14,000.00	$ 145.00	$ 11,600.00	$ 138.09	$ 11,047.20	$ 149.00	$ 11,920.00	$ 140.00	$ 11,200.00
9	5010-1.08-B-2	WATER MAIN, TRENCHLESS, RJ PVC, DR-18, WITH STEEL CASING, 24 IN.	100	LF	$ 1,000.00	$ 100,000.00	$ 957.00	$ 95,700.00	$ 1,085.77	$ 108,577.00	$ 1,193.00	$ 119,300.00	$ 1,200.00	$ 120,000.00
10	5010-1.08-C-1	FITTING, DUCTILE IRON, BEND, 45-DEG, 24 IN.	2	EA	$ 9,000.00	$ 18,000.00	$ 7,565.00	$ 15,130.00	$ 4,374.53	$ 8,749.06	$ 5,353.00	$ 10,706.00	$ 7,650.00	$ 15,300.00
11	5010-1.08-C-1	FITTING, DUCTILE IRON, CAP, 24 IN.	1	EA	$ 3,500.00	$ 3,500.00	$ 4,175.00	$ 4,175.00	$ 2,921.75	$ 2,921.75	$ 3,904.00	$ 3,904.00	$ 4,400.00	$ 4,400.00
12	5010-1.08-C-1	FITTING, DUCTILE IRON, REDUCER, 24 IN. X 12 IN.	1	EA	$ 6,000.00	$ 6,000.00	$ 3,535.00	$ 3,535.00	$ 3,456.67	$ 3,456.67	$ 4,134.00	$ 4,134.00	$ 4,950.00	$ 4,950.00
13	5010-1.08-C-1	FITTING, DUCTILE IRON, SLEEVE, 16 IN.	1	EA	$ 2,250.00	$ 2,250.00	$ 2,545.00	$ 2,545.00	$ 2,657.50	$ 2,657.50	$ 3,057.00	$ 3,057.00	$ 3,950.00	$ 3,950.00
14	5010-1.08-C-1	FITTING, DUCTILE IRON, SLEEVE, 12 IN.	2	EA	$ 1,750.00	$ 3,500.00	$ 1,290.00	$ 2,580.00	$ 1,810.89	$ 3,621.78	$ 1,082.00	$ 2,164.00	$ 1,900.00	$ 3,800.00
15	5010-1.08-C-1	FITTING, DUCTILE IRON, TEE, 24 IN. X 16 IN.	1	EA	$ 11,000.00	$ 11,000.00	$ 10,130.00	$ 10,130.00	$ 6,498.53	$ 6,498.53	$ 7,750.00	$ 7,750.00	$ 9,450.00	$ 9,450.00
16	5010-1.08-C-1	FITTING, DUCTILE IRON, TEE, 12 IN. X 12 IN.	1	EA	$ 3,500.00	$ 3,500.00	$ 2,685.00	$ 2,685.00	$ 1,535.61	$ 1,535.61	$ 2,710.00	$ 2,710.00	$ 4,000.00	$ 4,000.00
17	5020-1.08-A	VALVE, BUTTERFLY, 24 IN.	5	EA	$ 25,000.00	$ 125,000.00	$ 19,020.00	$ 95,100.00	$ 17,008.76	$ 85,043.80	$ 20,078.00	$ 100,390.00	$ 20,000.00	$ 100,000.00
18	5020-1.08-A	VALVE, BUTTERFLY, 16 IN.	1	EA	$ 17,000.00	$ 17,000.00	$ 10,610.00	$ 10,610.00	$ 10,334.02	$ 10,334.02	$ 12,374.00	$ 12,374.00	$ 11,000.00	$ 11,000.00
19	5020-1.08-A	VALVE, GATE, 12 IN.	1	EA	$ 5,000.00	$ 5,000.00	$ 3,915.00	$ 3,915.00	$ 3,993.55	$ 3,993.55	$ 4,509.00	$ 4,509.00	$ 4,500.00	$ 4,500.00
20	5020-1.08-C	FIRE HYDRANT ASSEMBLY	5	EA	$ 6,250.00	$ 31,250.00	$ 11,910.00	$ 59,550.00	$ 9,666.11	$ 48,330.55	$ 12,137.00	$ 60,685.00	$ 10,000.00	$ 50,000.00
21	7040-1.08-A	FULL DEPTH PATCHES, PCC, 8 IN.	6	SY	$ 150.00	$ 900.00	$ 371.00	$ 2,226.00	$ 768.40	$ 4,610.40	$ 255.00	$ 1,530.00	$ 320.00	$ 1,920.00
22	8030-1.08-A	TEMPORARY TRAFFIC CONTROL	1	LS	$ 10,000.00	$ 10,000.00	$ 16,840.00	$ 16,840.00	$ 9,771.60	$ 9,771.60	$ 17,388.00	$ 17,388.00	$ 10,500.00	$ 10,500.00
23	9010-1.08-B	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC, TYPE 3	2.4	AC	$ 3,000.00	$ 7,200.00	$ 5,510.00	$ 13,224.00	$ 2,856.00	$ 6,854.40	$ 4,375.00	$ 10,500.00	$ 4,100.00	$ 9,840.00
24	9040-1.08-A-2	SWPPP MANAGEMENT	1	LS	$ 5,000.00	$ 5,000.00	$ 12,710.00	$ 12,710.00	$ 8,568.00	$ 8,568.00	$ 7,218.00	$ 7,218.00	$ 6,700.00	$ 6,700.00
25	9040-1.08-F-1	WATTLE, 12 IN.	800	LF	$ 4.50	$ 3,600.00	$ 4.00	$ 3,200.00	$ 1.99	$ 1,592.00	$ 3.00	$ 2,400.00	$ 3.00	$ 2,400.00
26	9040-1.08-F-2	WATTLE, REMOVAL	800	LF	$ 1.00	$ 800.00	$ 1.00	$ 800.00	$ 0.05	$ 40.00	$ 0.55	$ 440.00	$ 0.50	$ 400.00
27	9040-1.08-N-1	SILT FENCE/SILT FENCE DITCH CHECK	6,600	LF	$ 2.75	$ 18,150.00	$ 2.00	$ 13,200.00	$ 1.99	$ 13,134.00	$ 2.20	$ 14,520.00	$ 2.00	$ 13,200.00
28	9040-1.08-N-2	SILT FENCE/SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	6,600	LF	$ 0.50	$ 3,300.00	$ 0.30	$ 1,980.00	$ 1.02	$ 6,732.00	$ 0.25	$ 1,650.00	$ 0.20	$ 1,320.00
29	9040-1.08-N-3	SILT FENCE/SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	6,600	LF	$ 0.50	$ 3,300.00	$ 0.30	$ 1,980.00	$ 0.05	$ 330.00	$ 0.15	$ 990.00	$ 0.10	$ 660.00
30	9040-1.08-Q-2	EROSION CONTROL MULCHING, HYDROMULCHING, TYPE 5	2.4	AC	$ 1,000.00	$ 2,400.00	$ 3,390.00	$ 8,136.00	$ 1,836.00	$ 4,406.40	$ 3,010.00	$ 7,224.00	$ 2,800.00	$ 6,720.00
31	11,020-1.08-A	MOBILIZATION	1	LS	$ 162,125.00	$ 162,125.00	$ 15,000.00	$ 15,000.00	$ 25,770.74	$ 25,770.74	$ 24,629.00	$ 24,629.00	$ 72,500.00	$ 72,500.00
32	11,050-1.08-A	CONCRETE WASHOUT PITS	1	EA	$ 1,500.00	$ 1,500.00	$ 4,765.00	$ 4,765.00	$ 1,530.00	$ 1,530.00	$ 550.00	$ 550.00	$ 850.00	$ 850.00
33	SP	CONNECT TO EXISTING WATER MAIN	2	EA	$ 3,000.00	$ 6,000.00	$ 5,110.00	$ 10,220.00	$ 10,239.53	$ 20,479.06	$ 3,700.00	$ 7,400.00	$ 10,000.00	$ 20,000.00
		TOTAL OF ALL UNIT PRICE BID ITEMS				$ 2,200,000.00		$ 1,734,626.00		$ 1,749,531.22		$ 1,776,000.00		$ 1,798,725.00

LICENSED PROFESSIONAL ENGINEER
ALEX M. POTTER
23759
IOWA

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED ON JULY 18, 2023 FOR THE CONSTRUCTION OF "SW 19TH STREET WATER TRANSMISSION MAIN, GRIMES, IOWA" AND WAS PREPARED UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

Alex M. Potter, P.E. No. 23759
My License Renewal Date is December 31, 2023

McCLURE™

McCLURE ENGINEERING COMPANY
1360 NW 121st STREET, SUITE A
CLIVE, IA 50325
515-964-1229 PHONE
515-964-2370 FAX

SW 19TH STREET WATER TRANSMISSION MAIN
CITY OF GRIMES, IOWA

LETTING DATE: July 18, 2023
TIME: 10:30 AM

	ENGINEER'S ESTIMATE	BIDDERS NAMES AND ADDRESSES			
		Evolution Contracting, LLC P.O. Box 160 Indianola, IA 50125	Thorpe Contracting, LLC 3829 71st Street, Suite A Urbandale, IA 50322	S.M. Hentges & Sons Inc. 650 Quaker Avenue Jordan, MN 55325	Jet Drain Services, LLC 1608 Crestwood Circle Ames, IA 50010
BID BOND (YES/NO)		Yes	Yes	Yes	Yes
ACKNOWLEDGED ADDENDUM 1 (YES/NO)		Yes	Yes	Yes	Yes
SRF REQUIRED FRONT-END SPECIFICATIONS (YES/NO)		Yes	Yes	Yes	Yes

Bid Item No.	Bid Item Code	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	2010-1.08-D.1	TOPSOIL, ON-SITE	2,530	CY	$ 7.50	$ 18,975.00	$ 5.00	$ 12,650.00	$ 15.00	$ 37,950.00	$ 10.10	$ 25,553.00	$ 7.00	$ 17,710.00
2	3010-1.08-C	TRENCH FOUNDATION	170	TON	$ 55.00	$ 9,350.00	$ 66.00	$ 11,220.00	$ 40.00	$ 6,800.00	$ 82.00	$ 13,940.00	$ 35.00	$ 5,950.00
3	3010-1.08-D	REPLACEMENT OF UNSUITABLE BACKFILL MATERIALS	200	CY	$ 40.00	$ 8,000.00	$ 70.00	$ 14,000.00	$ 50.00	$ 10,000.00	$ 48.50	$ 9,700.00	$ 25.00	$ 5,000.00
4	5010-1.08-A-1	WATER MAIN, TRENCHED, DIP, CLASS 52 W/ ZINC COATING, 24 IN.	5,160	LF	$ 260.00	$ 1,341,600.00	$ 207.00	$ 1,068,120.00	$ 212.00	$ 1,093,920.00	$ 218.50	$ 1,127,460.00	$ 250.00	$ 1,290,000.00
5	5010-1.08-A-1	WATER MAIN, TRENCHED, PVC, DR-18, 16 IN.	1,280	LF	$ 135.00	$ 172,800.00	$ 85.50	$ 109,440.00	$ 100.00	$ 128,000.00	$ 97.00	$ 124,160.00	$ 120.60	$ 154,368.00
6	5010-1.08-A-1	WATER MAIN, TRENCHED, PVC, DR-18, 12 IN.	40	LF	$ 110.00	$ 4,400.00	$ 190.00	$ 7,600.00	$ 85.00	$ 3,400.00	$ 156.50	$ 6,260.00	$ 200.00	$ 8,000.00
7	5010-1.08-A-1	WATER MAIN, TRENCHED, RJ DIP, CLASS 52 W/ ZINC COATING, 24 IN.	260	LF	$ 310.00	$ 80,600.00	$ 303.00	$ 78,780.00	$ 380.00	$ 98,800.00	$ 297.00	$ 77,220.00	$ 250.00	$ 65,000.00
8	5010-1.08-A-1	WATER MAIN, TRENCHED, RJ PVC, DR-18, 16 IN.	80	LF	$ 175.00	$ 14,000.00	$ 139.00	$ 11,120.00	$ 160.00	$ 12,800.00	$ 155.00	$ 12,400.00	$ 120.60	$ 9,648.00
9	5010-1.08-B-2	WATER MAIN, TRENCHLESS, RJ PVC, DR-18, WITH STEEL CASING, 24 IN.	100	LF	$ 1,000.00	$ 100,000.00	$ 1,421.00	$ 142,100.00	$ 1,500.00	$ 150,000.00	$ 1,236.00	$ 123,600.00	$ 1,250.44	$ 125,044.00
10	5010-1.08-C-1	FITTING, DUCTILE IRON, BEND, 45-DEG, 24 IN.	2	EA	$ 9,000.00	$ 18,000.00	$ 5,660.00	$ 11,320.00	$ 4,500.00	$ 9,000.00	$ 4,945.00	$ 9,890.00	$ 6,225.00	$ 12,450.00
11	5010-1.08-C-1	FITTING, DUCTILE IRON, CAP, 24 IN.	1	EA	$ 3,500.00	$ 3,500.00	$ 3,746.00	$ 3,746.00	$ 2,500.00	$ 2,500.00	$ 2,773.00	$ 2,773.00	$ 4,620.00	$ 4,620.00
12	5010-1.08-C-1	FITTING, DUCTILE IRON, REDUCER, 24 IN. X 12 IN.	1	EA	$ 6,000.00	$ 6,000.00	$ 4,282.00	$ 4,282.00	$ 3,600.00	$ 3,600.00	$ 3,545.00	$ 3,545.00	$ 4,558.00	$ 4,558.00
13	5010-1.08-C-1	FITTING, DUCTILE IRON, SLEEVE, 16 IN.	1	EA	$ 2,250.00	$ 2,250.00	$ 3,222.00	$ 3,222.00	$ 2,400.00	$ 2,400.00	$ 4,650.00	$ 4,650.00	$ 3,850.00	$ 3,850.00
14	5010-1.08-C-1	FITTING, DUCTILE IRON, SLEEVE, 12 IN.	2	EA	$ 1,750.00	$ 3,500.00	$ 2,352.00	$ 4,704.00	$ 6,600.00	$ 13,200.00	$ 2,285.00	$ 4,570.00	$ 2,592.00	$ 5,184.00
15	5010-1.08-C-1	FITTING, DUCTILE IRON, TEE, 24 IN. X 16 IN.	1	EA	$ 11,000.00	$ 11,000.00	$ 7,655.00	$ 7,655.00	$ 1,500.00	$ 1,500.00	$ 7,465.00	$ 7,465.00	$ 9,500.00	$ 9,500.00
16	5010-1.08-C-1	FITTING, DUCTILE IRON, TEE, 12 IN. X 12 IN.	1	EA	$ 3,500.00	$ 3,500.00	$ 3,593.00	$ 3,593.00	$ 2,500.00	$ 2,500.00	$ 3,003.00	$ 3,003.00	$ 4,443.00	$ 4,443.00
17	5020-1.08-A	VALVE, BUTTERFLY, 24 IN.	5	EA	$ 25,000.00	$ 125,000.00	$ 18,246.00	$ 91,230.00	$ 16,125.00	$ 80,625.00	$ 17,940.00	$ 89,700.00	$ 23,000.00	$ 115,000.00
18	5020-1.08-A	VALVE, BUTTERFLY, 16 IN.	1	EA	$ 17,000.00	$ 17,000.00	$ 11,080.00	$ 11,080.00	$ 11,500.00	$ 11,500.00	$ 11,445.00	$ 11,445.00	$ 13,500.00	$ 13,500.00
19	5020-1.08-A	VALVE, GATE, 12 IN.	1	EA	$ 5,000.00	$ 5,000.00	$ 4,874.00	$ 4,874.00	$ 4,400.00	$ 4,400.00	$ 4,583.00	$ 4,583.00	$ 6,500.00	$ 6,500.00
20	5020-1.08-C	FIRE HYDRANT ASSEMBLY	5	EA	$ 6,250.00	$ 31,250.00	$ 13,156.00	$ 65,780.00	$ 9,700.00	$ 48,500.00	$ 12,164.00	$ 60,820.00	$ 13,500.00	$ 67,500.00
21	7040-1.08-A	FULL DEPTH PATCHES, PCC, 8 IN.	6	SY	$ 150.00	$ 900.00	$ 2,062.00	$ 12,372.00	$ 600.00	$ 3,600.00	$ 1,032.00	$ 6,192.00	$ 145.00	$ 870.00
22	8030-1.08-A	TEMPORARY TRAFFIC CONTROL	1	LS	$ 10,000.00	$ 10,000.00	$ 32,287.00	$ 32,287.00	$ 20,000.00	$ 20,000.00	$ 11,301.00	$ 11,301.00	$ 17,888.00	$ 17,888.00
23	9010-1.08-B	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC, TYPE 3	2.4	AC	$ 3,000.00	$ 7,200.00	$ 4,294.00	$ 10,305.60	$ 6,000.00	$ 14,400.00	$ 3,825.00	$ 9,180.00	$ 2,800.00	$ 6,720.00
24	9040-1.08-A-2	SWPPP MANAGEMENT	1	LS	$ 5,000.00	$ 5,000.00	$ 4,068.00	$ 4,068.00	$ 8,600.00	$ 8,600.00	$ 7,140.00	$ 7,140.00	$ 3,500.00	$ 3,500.00
25	9040-1.08-F-1	WATTLE, 12 IN.	800	LF	$ 4.50	$ 3,600.00	$ 3.40	$ 2,720.00	$ 3.00	$ 2,400.00	$ 3.10	$ 2,480.00	$ 3.15	$ 2,520.00
26	9040-1.08-F-2	WATTLE, REMOVAL	800	LF	$ 1.00	$ 800.00	$ 0.60	$ 480.00	$ 1.50	$ 1,200.00	$ 1.00	$ 800.00	$ 0.53	$ 424.00
27	9040-1.08-N-1	SILT FENCE/SILT FENCE DITCH CHECK	6,600	LF	$ 2.75	$ 18,150.00	$ 2.50	$ 16,500.00	$ 2.00	$ 13,200.00	$ 1.90	$ 12,540.00	$ 2.36	$ 15,576.00
28	9040-1.08-N-2	SILT FENCE/SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	6,600	LF	$ 0.50	$ 3,300.00	$ 0.30	$ 1,980.00	$ 0.50	$ 3,300.00	$ 0.15	$ 990.00	$ 0.26	$ 1,716.00
29	9040-1.08-N-3	SILT FENCE/SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	6,600	LF	$ 0.50	$ 3,300.00	$ 0.30	$ 1,980.00	$ 0.50	$ 3,300.00	$ 0.15	$ 990.00	$ 0.26	$ 1,716.00
30	9040-1.08-Q-2	EROSION CONTROL MULCHING, HYDROMULCHING, TYPE 5	2.4	AC	$ 1,000.00	$ 2,400.00	$ 3,686.00	$ 8,846.40	$ 4,000.00	$ 9,600.00	$ 2,805.00	$ 6,732.00	$ 2,500.00	$ 6,000.00
31	11,020-1.08-A	MOBILIZATION	1	LS	$ 162,125.00	$ 162,125.00	$ 13,366.00	$ 13,366.00	$ 40,000.00	$ 40,000.00	$ 71,710.00	$ 71,710.00	$ 100,000.00	$ 100,000.00
32	11,050-1.08-A	CONCRETE WASHOUT PITS	1	EA	$ 1,500.00	$ 1,500.00	$ 2,691.00	$ 2,691.00	$ 1,500.00	$ 1,500.00	$ 548.00	$ 548.00	$ 5,000.00	$ 5,000.00
33	SP	CONNECT TO EXISTING WATER MAIN	2	EA	$ 3,000.00	$ 6,000.00	$ 23,800.00	$ 47,600.00	$ 3,800.00	$ 7,600.00	$ 7,775.00	$ 15,550.00	$ 5,000.00	$ 10,000.00
		TOTAL OF ALL UNIT PRICE BID ITEMS				$ 2,200,000.00		$ 1,821,712.00		$ 1,850,095.00		$ 1,868,890.00		$ 2,099,755.00

McCLURE™

McCLURE ENGINEERING COMPANY
1360 NW 121st STREET, SUITE A
CLIVE, IA 50325
515-964-1229 PHONE
515-964-2370 FAX

SW 19TH STREET WATER TRANSMISSION MAIN
CITY OF GRIMES, IOWA

LETTING DATE: July 18, 2023
TIME: 10:30 AM

	ENGINEER'S ESTIMATE	BIDDERS NAMES AND ADDRESSES			
		Vanderpool Construction, Inc. 1100 N. 14th Street Indianola, IA 50125-1506	S.J. Louis Construction, Inc. 1351 Broadway Street West Rockville, MN 56369	Absolute Concrete Construction, Inc. dba Absolute Group P.O. Box 430 Granger, IA 50109	Granite Excavating LLC 111 South 2nd Street Polk City, IA 50226
BID BOND (YES/NO)		Yes	Yes	Yes	Yes
ACKNOWLEDGED ADDENDUM 1 (YES/NO)		Yes	Yes	Yes	Yes
SRF REQUIRED FRONT-END SPECIFICATIONS (YES/NO)		Yes	Yes	No	No

Bid Item No.	Bid Item Code	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	2010-1.08-D.1	TOPSOIL, ON-SITE	2,530	CY	$ 7.50	$ 18,975.00	$ 20.00	$ 50,600.00	$ 19.00	$ 48,070.00	$ -	$ -	$ -	$ -
2	3010-1.08-C	TRENCH FOUNDATION	170	TON	$ 55.00	$ 9,350.00	$ 30.00	$ 5,100.00	$ 54.00	$ 9,180.00	$ -	$ -	$ -	$ -
3	3010-1.08-D	REPLACEMENT OF UNSUITABLE BACKFILL MATERIALS	200	CY	$ 40.00	$ 8,000.00	$ 20.00	$ 4,000.00	$ 100.00	$ 20,000.00	$ -	$ -	$ -	$ -
4	5010-1.08-A-1	WATER MAIN, TRENCHED, DIP, CLASS 52 W/ ZINC COATING, 24 IN.	5,160	LF	$ 260.00	$ 1,341,600.00	$ 248.00	$ 1,279,680.00	$ 235.00	$ 1,212,600.00	$ -	$ -	$ -	$ -
5	5010-1.08-A-1	WATER MAIN, TRENCHED, PVC, DR-18, 16 IN.	1,280	LF	$ 135.00	$ 172,800.00	$ 127.00	$ 162,560.00	$ 133.00	$ 170,240.00	$ -	$ -	$ -	$ -
6	5010-1.08-A-1	WATER MAIN, TRENCHED, PVC, DR-18, 12 IN.	40	LF	$ 110.00	$ 4,400.00	$ 143.00	$ 5,720.00	$ 530.00	$ 21,200.00	$ -	$ -	$ -	$ -
7	5010-1.08-A-1	WATER MAIN, TRENCHED, RJ DIP, CLASS 52 W/ ZINC COATING, 24 IN.	260	LF	$ 310.00	$ 80,600.00	$ 318.00	$ 82,680.00	$ 355.00	$ 92,300.00	$ -	$ -	$ -	$ -
8	5010-1.08-A-1	WATER MAIN, TRENCHED, RJ PVC, DR-18, 16 IN.	80	LF	$ 175.00	$ 14,000.00	$ 168.00	$ 13,440.00	$ 180.00	$ 14,400.00	$ -	$ -	$ -	$ -
9	5010-1.08-B-2	WATER MAIN, TRENCHLESS, RJ PVC, DR-18, WITH STEEL CASING, 24 IN.	100	LF	$ 1,000.00	$ 100,000.00	$ 1,334.00	$ 133,400.00	$ 1,790.00	$ 179,000.00	$ -	$ -	$ -	$ -
10	5010-1.08-C-1	FITTING, DUCTILE IRON, BEND, 45-DEG, 24 IN.	2	EA	$ 9,000.00	$ 18,000.00	$ 8,200.00	$ 16,400.00	$ 7,000.00	$ 14,000.00	$ -	$ -	$ -	$ -
11	5010-1.08-C-1	FITTING, DUCTILE IRON, CAP, 24 IN.	1	EA	$ 3,500.00	$ 3,500.00	$ 4,400.00	$ 4,400.00	$ 2,250.00	$ 2,250.00	$ -	$ -	$ -	$ -
12	5010-1.08-C-1	FITTING, DUCTILE IRON, REDUCER, 24 IN. X 12 IN.	1	EA	$ 6,000.00	$ 6,000.00	$ 4,800.00	$ 4,800.00	$ 4,410.00	$ 4,410.00	$ -	$ -	$ -	$ -
13	5010-1.08-C-1	FITTING, DUCTILE IRON, SLEEVE, 16 IN.	1	EA	$ 2,250.00	$ 2,250.00	$ 3,800.00	$ 3,800.00	$ 2,860.00	$ 2,860.00	$ -	$ -	$ -	$ -
14	5010-1.08-C-1	FITTING, DUCTILE IRON, SLEEVE, 12 IN.	2	EA	$ 1,750.00	$ 3,500.00	$ 2,400.00	$ 4,800.00	$ 1,650.00	$ 3,300.00	$ -	$ -	$ -	$ -
15	5010-1.08-C-1	FITTING, DUCTILE IRON, TEE, 24 IN. X 16 IN.	1	EA	$ 11,000.00	$ 11,000.00	$ 11,300.00	$ 11,300.00	$ 7,300.00	$ 7,300.00	$ -	$ -	$ -	$ -
16	5010-1.08-C-1	FITTING, DUCTILE IRON, TEE, 12 IN. X 12 IN.	1	EA	$ 3,500.00	$ 3,500.00	$ 4,300.00	$ 4,300.00	$ 10,700.00	$ 10,700.00	$ -	$ -	$ -	$ -
17	5020-1.08-A	VALVE, BUTTERFLY, 24 IN.	5	EA	$ 25,000.00	$ 125,000.00	$ 21,000.00	$ 105,000.00	$ 17,200.00	$ 86,000.00	$ -	$ -	$ -	$ -
18	5020-1.08-A	VALVE, BUTTERFLY, 16 IN.	1	EA	$ 17,000.00	$ 17,000.00	$ 13,000.00	$ 13,000.00	$ 11,600.00	$ 11,600.00	$ -	$ -	$ -	$ -
19	5020-1.08-A	VALVE, GATE, 12 IN.	1	EA	$ 5,000.00	$ 5,000.00	$ 5,300.00	$ 5,300.00	$ 6,800.00	$ 6,800.00	$ -	$ -	$ -	$ -
20	5020-1.08-C	FIRE HYDRANT ASSEMBLY	5	EA	$ 6,250.00	$ 31,250.00	$ 13,300.00	$ 66,500.00	$ 17,275.00	$ 86,375.00	$ -	$ -	$ -	$ -
21	7040-1.08-A	FULL DEPTH PATCHES, PCC, 8 IN.	6	SY	$ 150.00	$ 900.00	$ 750.00	$ 4,500.00	$ 1,114.00	$ 6,684.00	$ -	$ -	$ -	$ -
22	8030-1.08-A	TEMPORARY TRAFFIC CONTROL	1	LS	$ 10,000.00	$ 10,000.00	$ 7,800.00	$ 7,800.00	$ 8,050.00	$ 8,050.00	$ -	$ -	$ -	$ -
23	9010-1.08-B	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC, TYPE 3	2.4	AC	$ 3,000.00	$ 7,200.00	$ 2,900.00	$ 6,960.00	$ 4,040.00	$ 9,696.00	$ -	$ -	$ -	$ -
24	9040-1.08-A-2	SWPPP MANAGEMENT	1	LS	$ 5,000.00	$ 5,000.00	$ 8,800.00	$ 8,800.00	$ 7,515.00	$ 7,515.00	$ -	$ -	$ -	$ -
25	9040-1.08-F-1	WATTLE, 12 IN.	800	LF	$ 4.50	$ 3,600.00	$ 2.00	$ 1,600.00	$ 3.50	$ 2,800.00	$ -	$ -	$ -	$ -
26	9040-1.08-F-2	WATTLE, REMOVAL	800	LF	$ 1.00	$ 800.00	$ 0.05	$ 40.00	$ 1.20	$ 960.00	$ -	$ -	$ -	$ -
27	9040-1.08-N-1	SILT FENCE/SILT FENCE DITCH CHECK	6,600	LF	$ 2.75	$ 18,150.00	$ 2.00	$ 13,200.00	$ 2.00	$ 13,200.00	$ -	$ -	$ -	$ -
28	9040-1.08-N-2	SILT FENCE/SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	6,600	LF	$ 0.50	$ 3,300.00	$ 1.00	$ 6,600.00	$ 0.20	$ 1,320.00	$ -	$ -	$ -	$ -
29	9040-1.08-N-3	SILT FENCE/SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	6,600	LF	$ 0.50	$ 3,300.00	$ 0.05	$ 330.00	$ 0.20	$ 1,320.00	$ -	$ -	$ -	$ -
30	9040-1.08-Q-2	EROSION CONTROL MULCHING, HYDROMULCHING, TYPE 5	2.4	AC	$ 1,000.00	$ 2,400.00	$ 1,800.00	$ 4,320.00	$ 2,950.00	$ 7,080.00	$ -	$ -	$ -	$ -
31	11,020-1.08-A	MOBILIZATION	1	LS	$ 162,125.00	$ 162,125.00	$ 93,765.00	$ 93,765.00	$ 175,790.00	$ 175,790.00	$ -	$ -	$ -	$ -
32	11,050-1.08-A	CONCRETE WASHOUT PITS	1	EA	$ 1,500.00	$ 1,500.00	$ 300.00	$ 300.00	$ 840.00	$ 840.00	$ -	$ -	$ -	$ -
33	SP	CONNECT TO EXISTING WATER MAIN	2	EA	$ 3,000.00	$ 6,000.00	$ 12,000.00	$ 24,000.00	$ 24,660.00	$ 49,320.00	$ -	$ -	$ -	$ -
		TOTAL OF ALL UNIT PRICE BID ITEMS				$ 2,200,000.00		$ 2,148,995.00		$ 2,287,160.00		$ -		$ -

McCLURE™

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SW 19TH STREET WATER TRANSMISSION MAIN", 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 07-3723

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SW 19TH STREET WATER TRANSMISSION MAIN

WHEREAS, on the **27th** day of **June**, **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 SW 19th Street Water Transmission Main; and

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

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

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

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

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SW 19TH STREET WATER TRANSMISSION MAIN", and moved:

☐ that the Resolution be adopted.

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 07-3823

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SW 19TH STREET WATER TRANSMISSION MAIN

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 SW 19th Street Water Transmission Main, described in the plans and specifications heretofore adopted by this Council on July 25, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Rognes Corporation of Ankeny, IA

Amount of bid: $1,734,626.00

Portion of project: All construction work

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

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

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT AND BOND FOR THE SW 19th STREET WATER TRANSMISSION MAIN", 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 07-3923

RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT AND BOND FOR THE SW 19TH STREET WATER TRANSMISSION MAIN

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 SW 19th Street Water Transmission Main, 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: Rognes Corporation of Ankeny, IA

Amount of bid: $1,734,626.00

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 25th day of July 2023.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

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

CITY COUNCIL COMMUNICATION
Meeting Date: 7/25/23

AGENDA ITEM: Ground Storage Reservoir – 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 July 18, 2023 and the following are the results:

Total Base Bid + Bid Alternate 1	Base Bid	Bid Alternate 1
Preload, LLC - $3,480,000.00	$3,350,000.00	$130,000.00
DN Tanks, LLC - $4,095,900.00	$3,948,600.00	$147,300.00
Engineering Estimate - $3,800,000.00	$3,400,000.00	$300,000.00

The results from the bidding showed usual interest in this project for this specialized type of work and the current bidding environment. The grouping of bids was decent with half the bids coming in under the engineer's estimate and the low bidder being about 8% or $320,000 under the engineer's estimate. The low bidder is Preload, LLC. of Louisville, Kentucky. McClure has worked with Preload, LLC before and feels they are capable of completing the work.

It is also recommended that the City accepts Bid Alternate 1 which includes additional architectural treatments to enhance the visual appearance of the tank, since the low bid came in under the engineer's estimate.

BUDGETARY CONSIDERATIONS: This project came in about $320,000 (Base Bid + Alt. 1) under the engineer's estimate and is in the current CIP for construction this year. This project will be funded through a Drinking Water State Revolving Fund loan backed by water user rates.

STRATEGIC PLANNING:
Prioritized: Yes

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

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

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

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

McCLURE ENGINEERING COMPANY

1360 NW 121st ST.
CLIVE, IA 50325
515-964-1229 PHONE
515-964-2370 FAX

BID TABULATION
GROUND STORAGE RESERVOIR
GRIMES, IOWA

MEC 211186-040

LETTING DATE: JULY 18, 2023 TIME: 10:30 A.M.	ENGINEER'S ESTIMATE	BIDDERS NAME PRELOAD, LLC LOUISVILLE, KY	BIDDERS NAME DN TANKS, LLC EL CAJON, CA
CERTIFIED CHECK OR BID BOND		BID BOND	BID BOND
ACKNOWLEDGED ADDENDUMS #1		YES	YES
Bidder will complete the Work in accordance with the Contract Documents for the following price(s):			
LUMP SUM BASE BID PRICE	$3,400,000.00	$3,350,000.00	$3,948,600.00
A. Adjustment Prices 1. Adjustment Price No. 1: Adjustment price for over-excavation, moisture conditioning, backfill and recompaction. The lump sum base bid price includes an allowance for 2,700 CY of over-excavation, moisture conditioning, backfill, and recompaction. This adjustment price will be used for adjusting the Contract and recompaction differs from the estimated amount, in accordance with the General Conditions and Section 01 20 00. The unit price for any adjustments (add/deduct) to the Contract Price shall be:			
Adjustment Price No. 1: Over-excavation, Moisture Conditioning, Backfill and Recompaction (per CY)		$35.00	$61.00
B. Alternate Bid. Bidder agrees to perform the work described in the Contract Documents for Bid Alternate 1 - Architectural Treatment, Brick Pilasters for the following Lump sum Bid Price of:			
Alternate 1: Architectural Treatment - Brick Pilasters, Total Lump Sum	$300,000.00	$130,000.00	$147,300.00
Total Base Bid plus Alternat 1	**$3,800,000.00**	**$3,480,000.00**	**$4,095,900.00**

LICENSED PROFESSIONAL ENGINEER
DANIEL P. WIEDMEIER
24743
IOWA

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED ON JULY 18, 2023 FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS GROUND STORAGE RESERVOIR, GRIMES, IOWA, MEC PROJECT NO. 211186-040, AND WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

07/19/23

DANIEL P. WIEDMEIER, P.E. No. 24743 DATE

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE GROUND STORAGE RESERVOIR" 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 07-4023

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE GROUND STORAGE RESERVOIR

WHEREAS, on the **27th** day of **June**, **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 Ground Storage Reservoir; and

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

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

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

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

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

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

☐ that the Resolution be adopted.

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION 07-4123

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE GROUND STORAGE RESERVOIR

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 Ground Storage Reservoir, described in the plans and specifications heretofore adopted by this Council on July 25, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor:	Preload, LLC of Louisville, Kentucky
Amount of bid:	$3,350,000.00 (Base Bid), $130,000.00 (Bid Alternate 1) $3,480,000.00 (Total Base Bid + Bid Alternate 1)
Portion of project:	All construction work

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

PASSED AND APPROVED this 25th day of July 2023.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT AND BOND FOR THE GROUND STORAGE RESERVOIR" 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 07-4223

RESOLUTION AUTHORIZING CONSTRUCTION CONTRACT AND BOND FOR THE GROUND STORAGE RESERVOIR

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 Ground Storage Reservoir, 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: Preload, LLC of Louisville, Kentucky

Amount of bid: $3,350,000.00 (Base Bid), $130,000.00 (Bid Alternate 1)
$3,480,000.00 (Total Base Bid + Bid Alternate 1)

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

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

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 07/25/2023

AGENDA ITEM:
Grimes Ground Storage Reservoir Site Plan

BACKGROUND:
McClure Engineering completed a water system study for the City which identifies several project phases. Phase 1A of the water study includes water main extension improvements along SW 19th Street and County Line Road, water tower, and a ground storage reservoir (GSR). The GSR is planned to go out to bid and begin construction this year.

The GSR will store 2 million gallons of drinking water. The City currently has the ability to store 400,000 gallons of drinking water in the existing clear well on site. Upon completion of the GSR, the City will have capacity to store enough drinking water to cover one day of water demand. In addition to the construction of the GSR, a second water main connection will be constructed to send water out of the plant to the City water distribution system.

An existing landscape berm and buffer is provided on the single-family lots to the east. The City will provide an additional landscape buffer along the east side of the water treatment plant property to provide additional screening for the GSR. In addition, funds have been reserved in the budget to incorporate architectural design elements to enhance the exterior elevations of the GSR.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: Yes

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

BOARD/COMMISSION ACTION(S):
Recommendation of Approval – Planning and Zoning – 07/05/2023

STAFF RECOMMENDATION:
Staff recommends approval of the Grimes Ground Storage Reservoir Site Plan.

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

Prepared by: Evann Martin, Assistant Planner
Return to: Evann Martin, Assistant Planner

Planning & Zoning Staff Report

CITY OF GRIMES

DATE

July 5, 2023

PROJECT NAME

Grimes Ground Storage Reservoir Site Plan

APPLICANT

City of Grimes

REQUESTED ACTION

Approval of new ground storage reservoir

LOCATION

1850 NE Park Drive

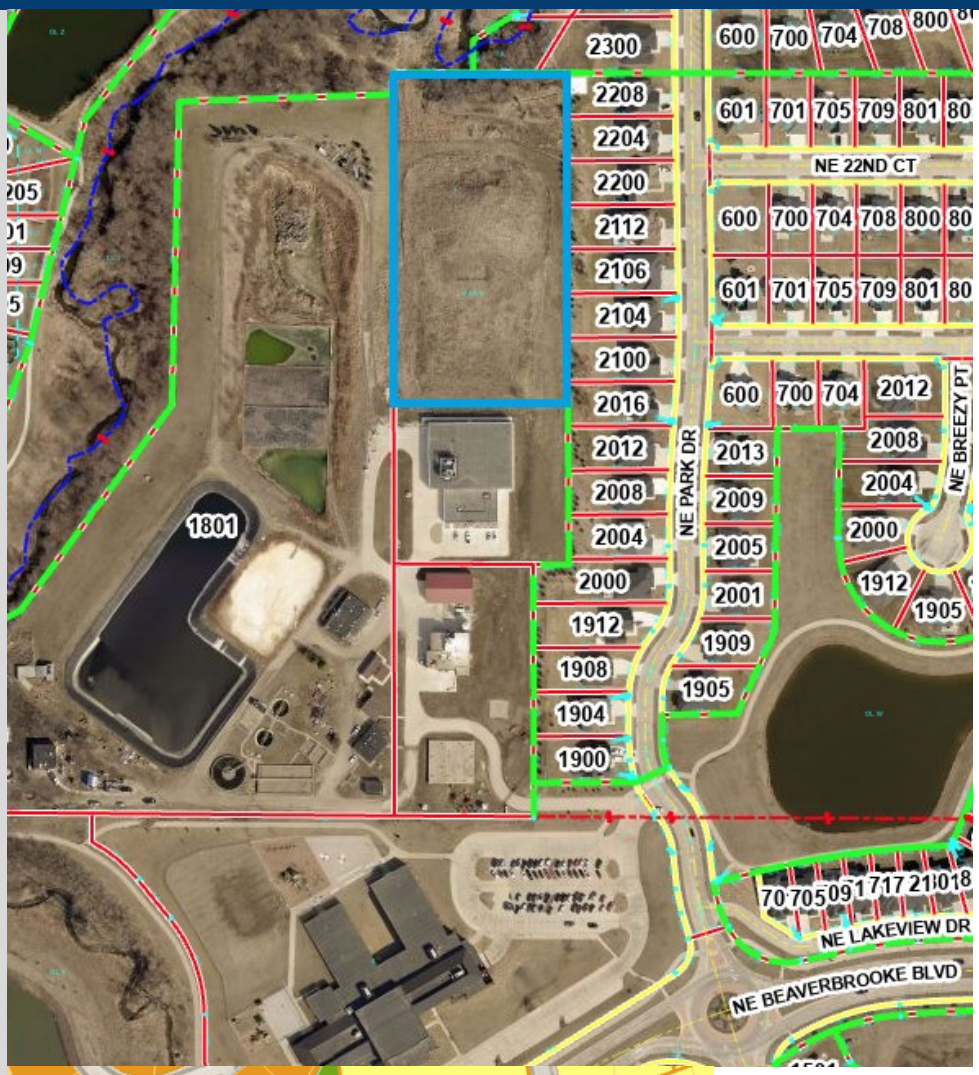
ZONING

R-4

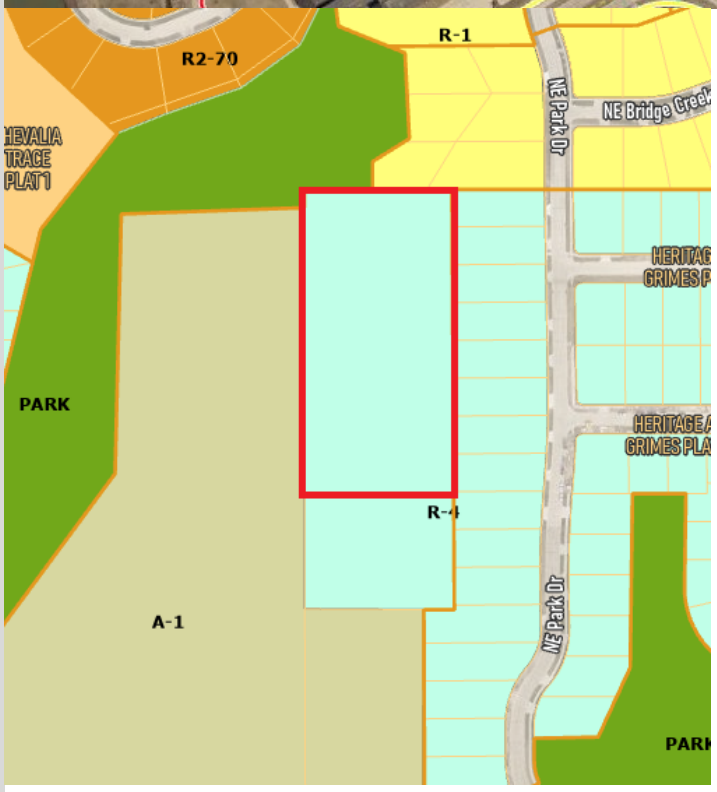
PLANNER

Alex Pfaltzgraff
apfaltzgraff@grimesiowa.gov
515-986-4050

Location Map



Zoning Map



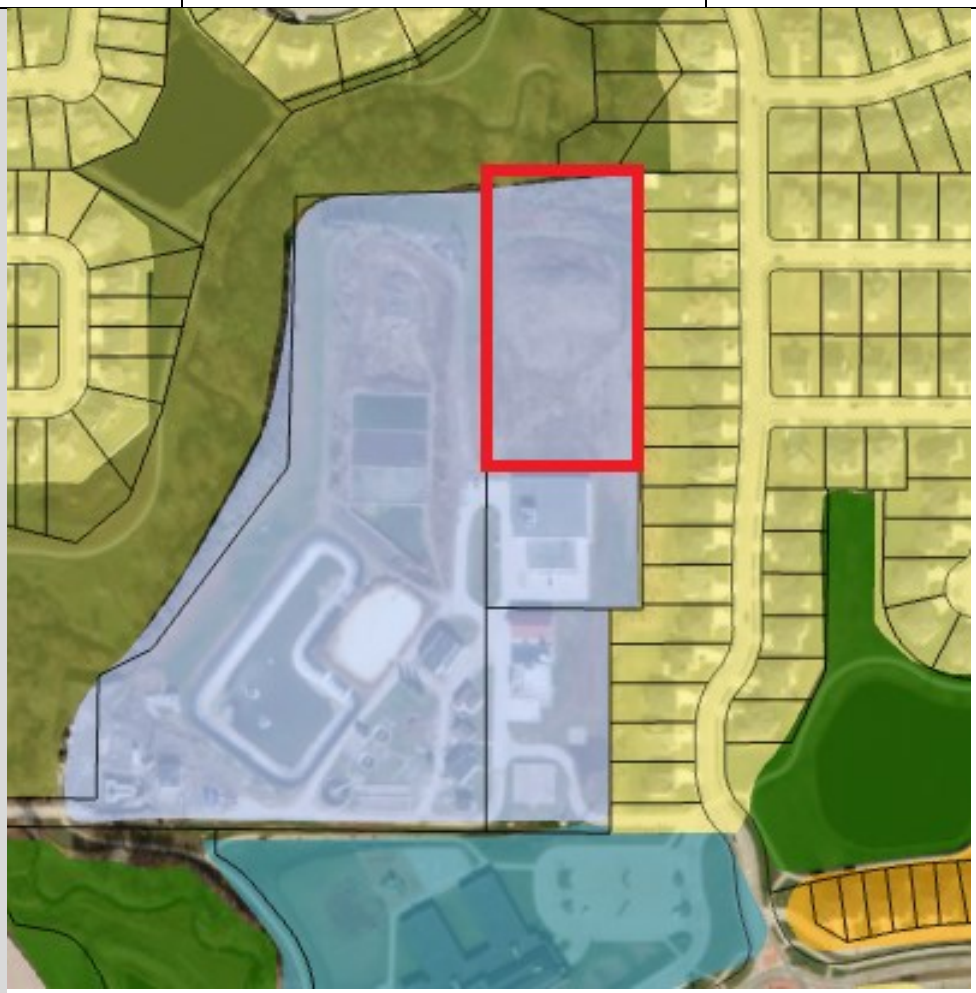
Relation to Comprehensive & Neighborhood Plans

LAND USES & ZONING			
Location	**Existing Land Use**	**Land Use Plan Designation**	**Current Zoning**
Subject Site	Water Treatment Plant/Vacant	Utility	R-4
North	Single-Family/Greenway	Low Density Residential/Greenway	R-1
South	Water & Sanitary Treatment Plant	Utility	R-4/A-1
East	Single-Family	Low Density Residential	R-4
West	Sanitary Treatment Plant	Utility	A-1

PARKS

The Parks and Trails Master Plan does not anticipate any parks or trails on this property.

No parkland dedication is required since this is a non-residential project.



Future Land Use Map

Relation to Studies & Legal

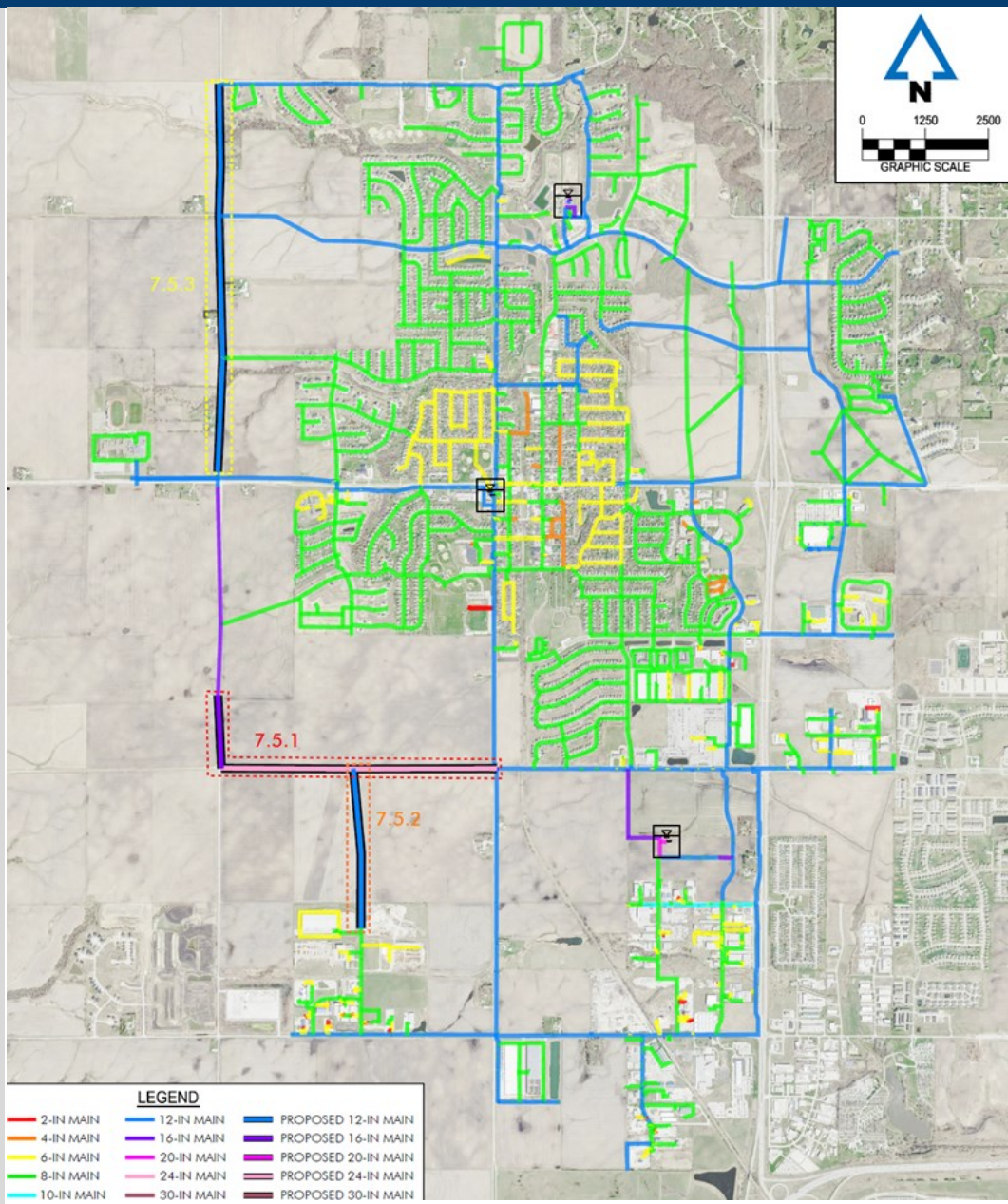
RELATION TO STUDIES

McClure Engineering completed a water system study for the City which identifies several project phases. Phase 1A of the water study includes water main extension improvements along SW 19th Street and County Line Road, water tower, and a ground storage reservoir (GSR).

The water tower on SE 25th Street was completed in 2021. Water main construction along 19th St and County Line will occur in 2023/2024. The GSR will begin construction in 2023.

The water treatment plant currently has one 16" water main connection to distribute water out to the rest of the City. As part of the GSR project, a new 30" water main will be constructed to provide an additional connection.

The GSR will store 2 million gallons of drinking water. The City currently has the ability to store 400,000 gallons of drinking water in the existing clear well on site. Upon completion of the GSR, the City will have capacity to store enough drinking water to cover one day of water demand.



Site Layout

ACCESS

A driveway connection will be constructed from the existing pavement at the water treatment plant to the GSR.

WATER MAIN

Three water main extensions will be constructed from the existing mains at the water treatment plant and connect to the GSR.

STORM WATER

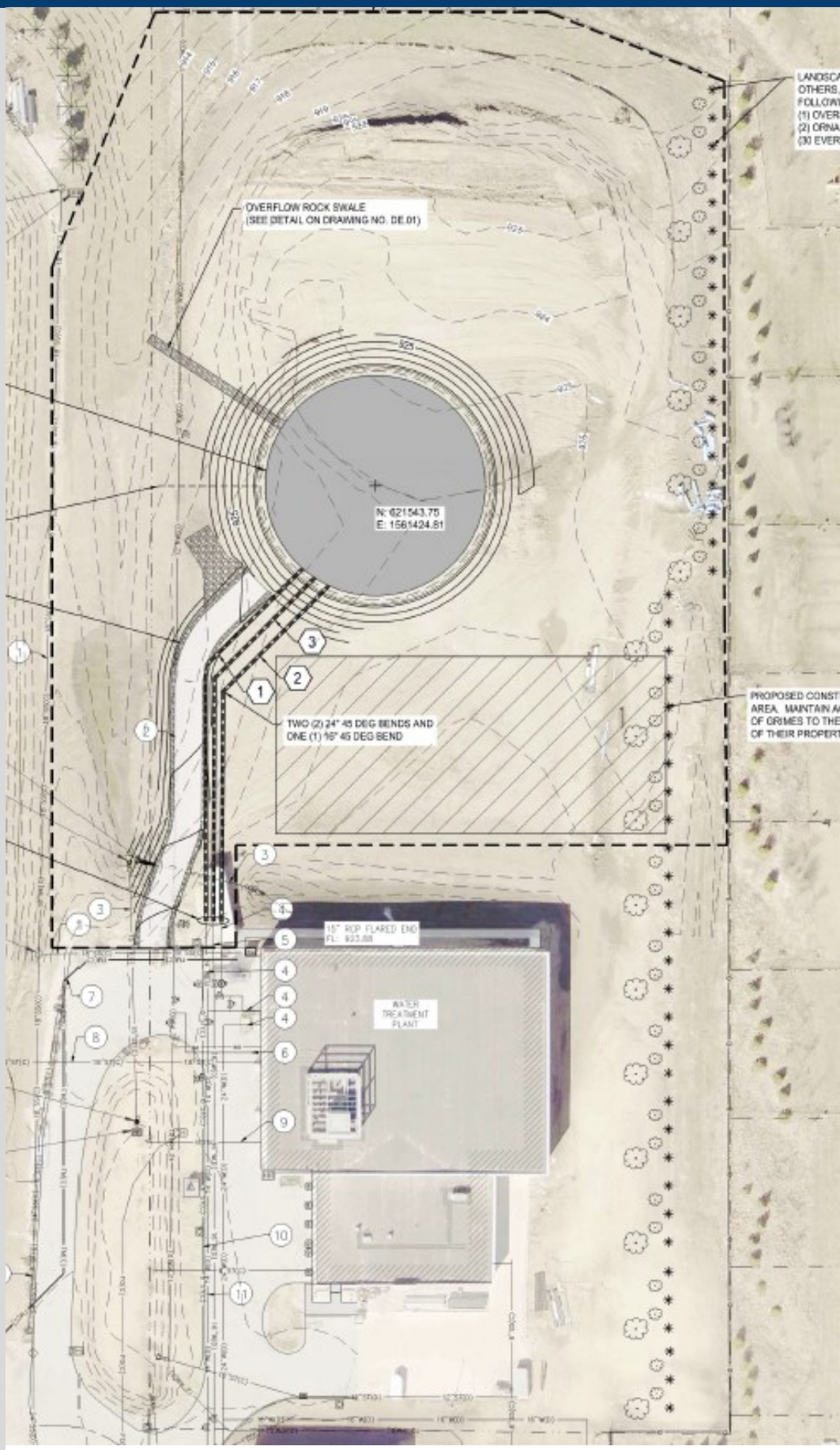
No storm water improvements are contemplated for this project.

LANDSCAPING

There is an existing berm and landscape buffer located on the single-family lots to the east which provides a good level of screening today. However, additional landscape buffer plantings will be installed on the east side of the water treatment site to provide additional screening. The buffer will be planted with 1 overstory tree, 2 ornamental trees, and 3 evergreen trees for every 30 linear feet.

LIGHTING

No additional site lighting is proposed, nor is the GSR planned to have lighting.



Architecture

GSR ELEVATIONS

The exact elevation of the GSR have not been determined at this time. Because the project will be bid out, the contractor who is awarded the project will need to design the project which will include the exterior elevations.

The City has included an allowance within the project to include architectural features such as brick columns and banding. The intent is to have the GSR match or be similar to the design of the existing water treatment.

A few examples are provided below.

NEIGHBORHOOD RELATION

As part of the design of the GSR, the City asked the design engineer to prepare a site line analysis to evaluate view points from the existing single family neighborhood to the east. This analysis is provided below for reference. Based upon the analysis, staff feels comfortable that the additional landscaping and architectural features will compliment the existing site improvements and neighborhood features.

The GSR will stand a total height of 35-feet, and is approximately 120-feet in diameter. The top will include a dome and vent cap.

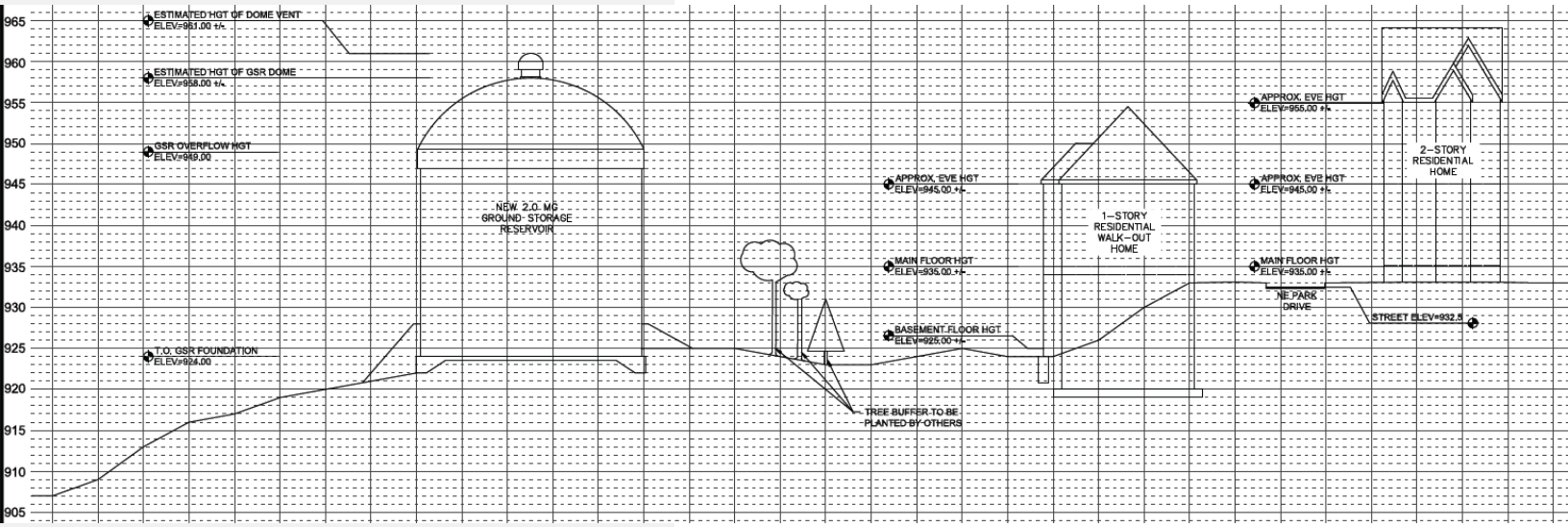


Existing Water Treatment Plant Building









Conclusion

STAFF RECOMMENDATION

Staff recommend approval of the Grimes Ground Storage Reservoir Site Plan.

Conclusion

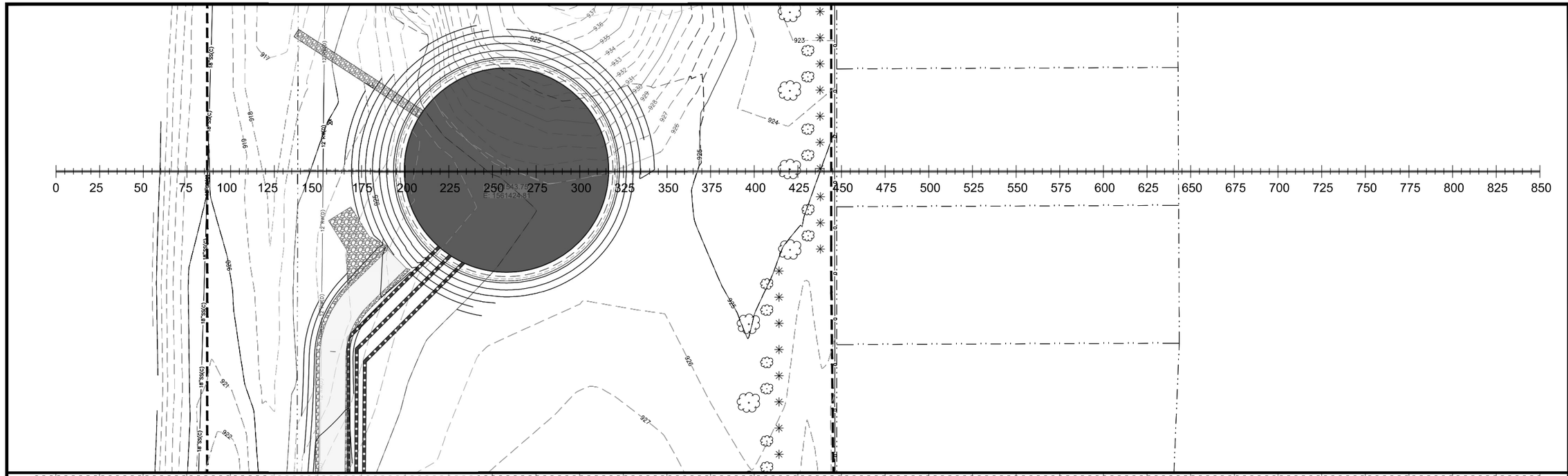
The Water Systems Study identified the GSR as a needed improvement in Phase 1A of the water systems plan.

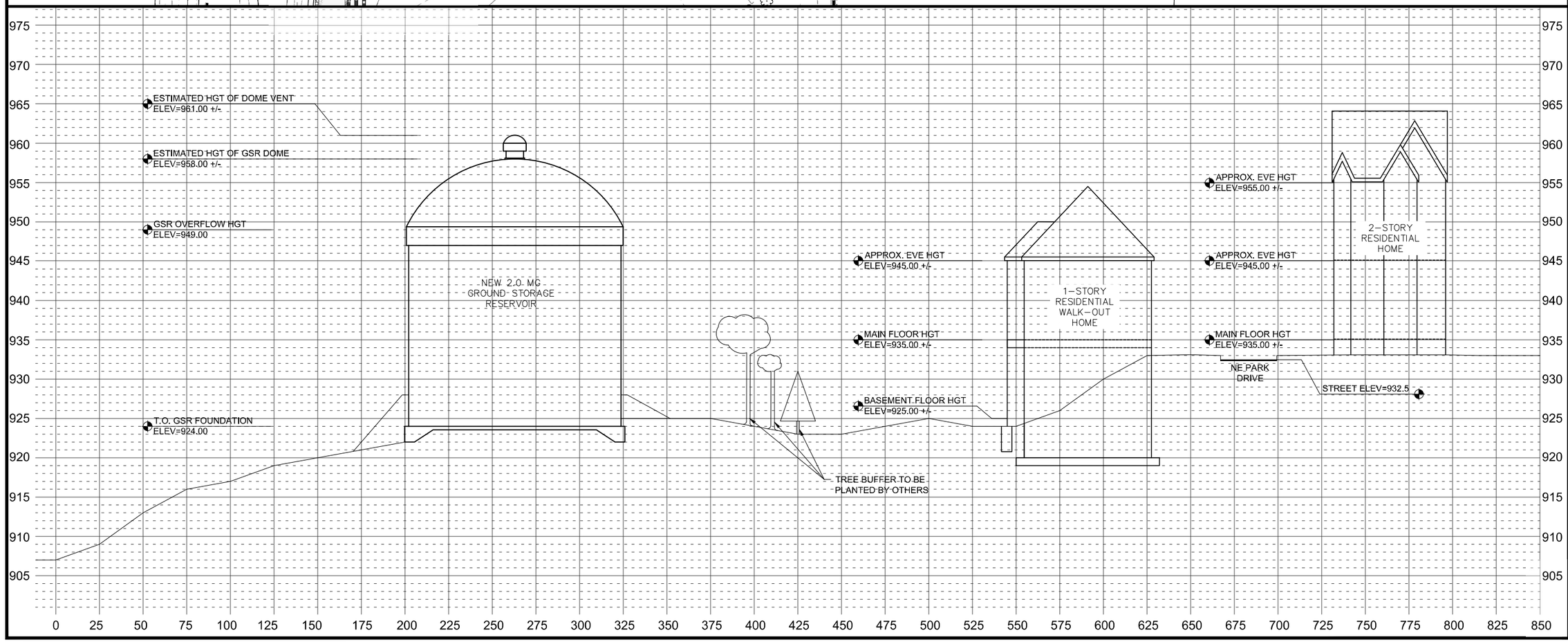
Upon completion of the GSR, the City will have the capacity to store one day of drinking water demand within the GSR and existing clear well.

Landscape buffering will provide screening and architectural features will be added to the GSR to enhance views of the project from the neighboring single-family development.

Existing Landscape Berm & Buffer







McCLURE™
1360 NW 121 St. Street
Clive, Iowa 50325
P 515-964-1229
F 515-964-2370
Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Liberty,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.

IOWA CERTIFICATE OF AUTHORITY NO. 26887

N

0 15 30 60

SCALE: 1" = 30' (FULL SIZE)
SCALE 1" = 60' (HALF SIZE)

REVISIONS

PROJECT INFO
211186-040

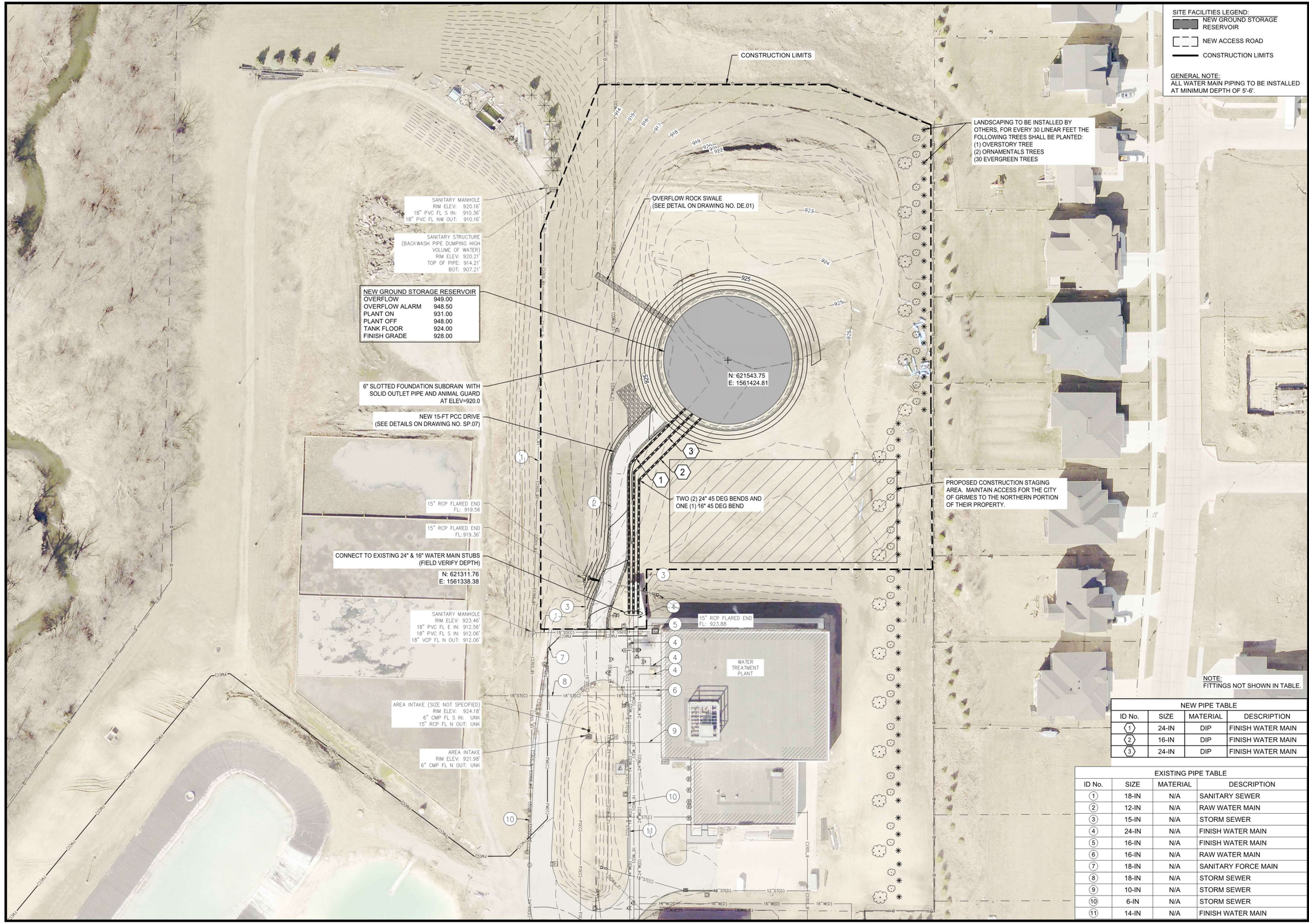
ENGINEER	DRAWN BY	CHECKED BY
DPW	JCF	MPW

GRIMES PHASE 1A WATER SYSTEM IMPROVEMENTS NEW GROUND STORAGE RESERVOIR

TOPOGRAPHICAL ELEVATION SECTION

P:\211186-040\04-DRAWINGS\05-PLANS\GN.08.DWG - 2023-6-22

DRAWING NO.	SHEET NO.
GN.08	08 / 26



SITE FACILITIES LEGEND:
- NEW GROUND STORAGE RESERVOIR
- NEW ACCESS ROAD
- CONSTRUCTION LIMITS

GENERAL NOTE:
ALL WATER MAIN PIPING TO BE INSTALLED AT MINIMUM DEPTH OF 5'-6'.

NEW PIPE TABLE			
ID No.	SIZE	MATERIAL	DESCRIPTION
1	24-IN	DIP	FINISH WATER MAIN
2	16-IN	DIP	FINISH WATER MAIN
3	24-IN	DIP	FINISH WATER MAIN

EXISTING PIPE TABLE			
ID No.	SIZE	MATERIAL	DESCRIPTION
1	18-IN	N/A	SANITARY SEWER
2	12-IN	N/A	RAW WATER MAIN
3	15-IN	N/A	STORM SEWER
4	24-IN	N/A	FINISH WATER MAIN
5	16-IN	N/A	FINISH WATER MAIN
6	16-IN	N/A	RAW WATER MAIN
7	18-IN	N/A	SANITARY FORCE MAIN
8	18-IN	N/A	STORM SEWER
9	10-IN	N/A	STORM SEWER
10	6-IN	N/A	STORM SEWER
11	14-IN	N/A	FINISH WATER MAIN

McCLURE™
1360 NW 121 St. Street
Clive, Iowa 50325
P 515-964-1229
F 515-964-2370
Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Liberty,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.

IOWA CERTIFICATE OF AUTHORITY NO. 26887

N

0 20 40 80

SCALE: 1" = 40' (FULL SIZE)
SCALE 1" = 80' (HALF SIZE)

REVISIONS

PROJECT INFO
211186-040

ENGINEER	DRAWN BY	CHECKED BY
DPW	JCF	MPW

GRIMES PHASE 1A WATER SYSTEM IMPROVEMENTS NEW GROUND STORAGE RESERVOIR

OVERALL SITE AND PIPING PLAN

P:\211186-040\04-DRAWINGS\05-PLANS\SP.02.DWG - 2023-6-22

DRAWING NO. SP.02

SHEET NO. 10 / 26





CITY COUNCIL COMMUNICATION
Meeting Date: 07/25/2023

AGENDA ITEM:
Hope Commercial Plat 6 Preliminary Plat

BACKGROUND:
Hope K Farms is requesting approval of a preliminary plat to divide the northern portion of the Hope Commercial PUD along NE Beaverbrooke Blvd into five development lots, one outlot for detention, and one street lot for future NE 12th Street. Full access will be provided from NE 12th Street or a private drive connecting from NE 12th Street to NE Beaverbrooke Blvd. The private drive connection to NE Beaverbrooke Blvd will be right-in/right-out. Snyder & Associates has reviewed the access location and determined it is at an appropriate distance from the Beaverbrook-Gateway intersection.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S):
Planning and Zoning Commission recommended approval – 07/05/2023

STAFF RECOMMENDATION:
Staff recommends approval of the Hope Commercial Plat 6 Preliminary Plat.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Evann Martin
Assistant Planner
emartin@grimesiowa.gov
515-986-4050

Prepared by: Evann Martin, Assistant Planner
Return to: Evann Martin, Assistant Planner

Planning & Zoning Staff Report

CITY OF GRIMES

DATE

July 5, 2023

PROJECT NAME

Hope Commercial Plat 6

Preliminary Plat

APPLICANT

Hope K Farms

REQUESTED ACTION

Approve preliminary plat to subdivide the property for commercial and residential development and public street

LOCATION

South of NE Beaverbrooke Blvd, west of NE Gateway Drive and east of NE Heritage Drive

ZONING

R-4

Hope Commercial PUD

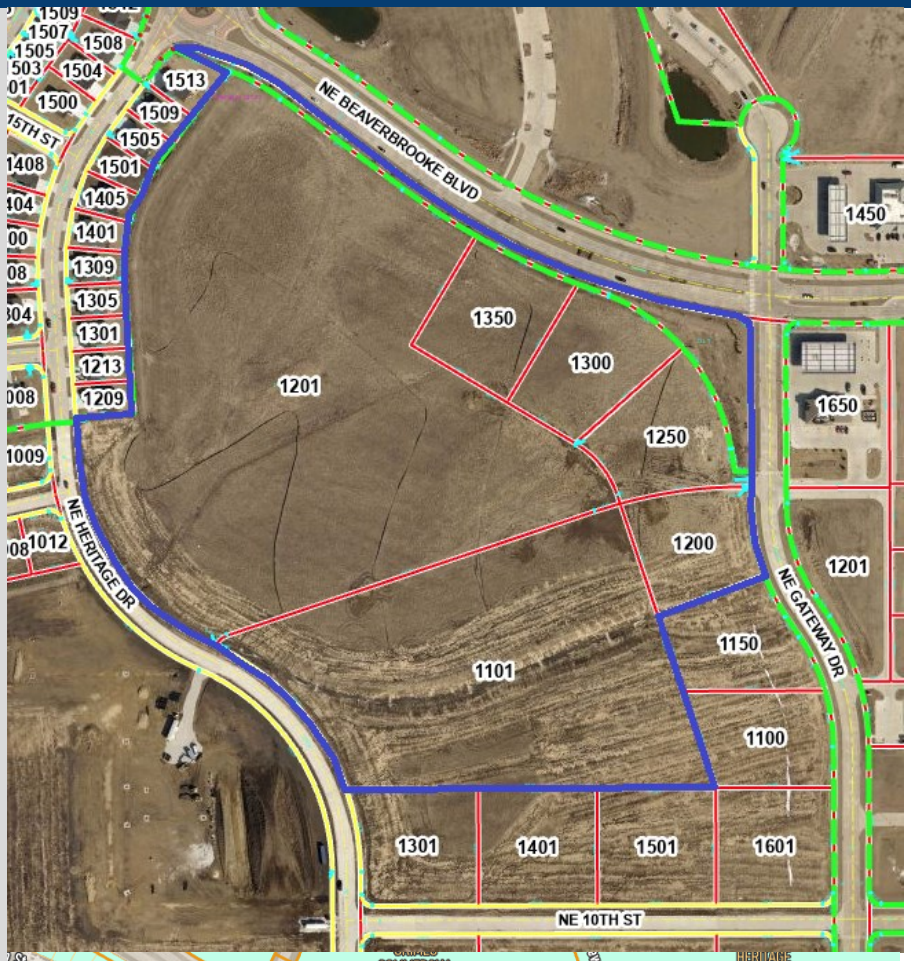
PLANNER

Evann Martin

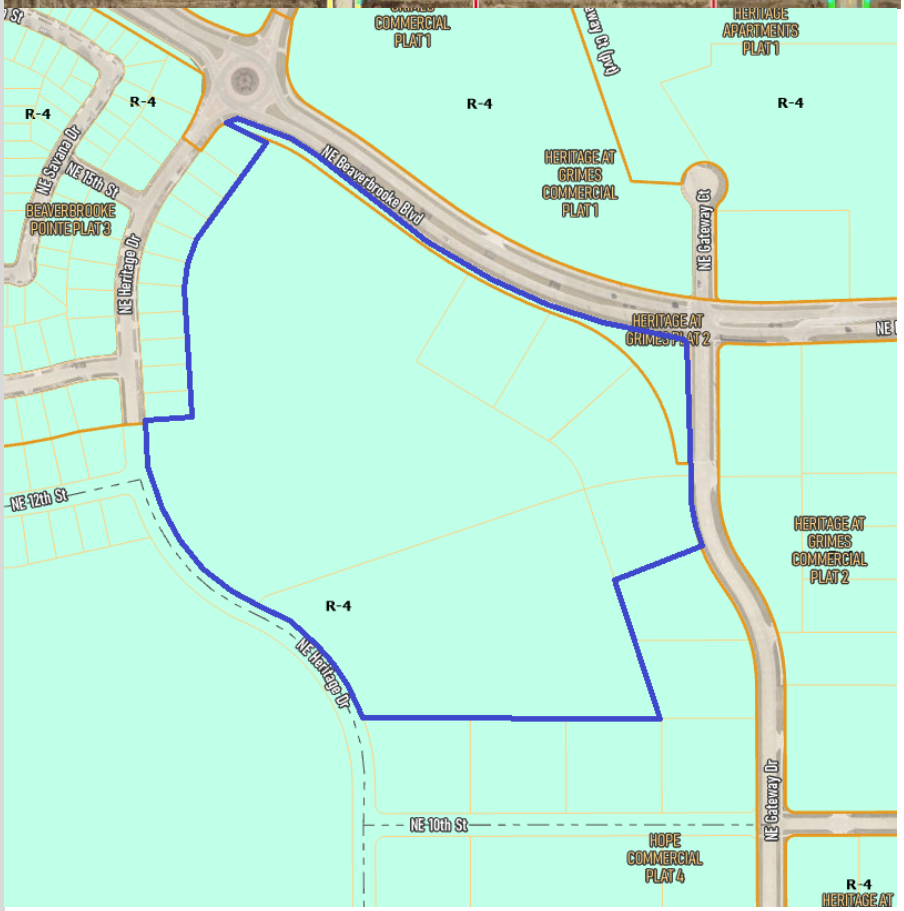
emartin@grimesiowa.gov

515-985-4050

Location Map



Zoning Map



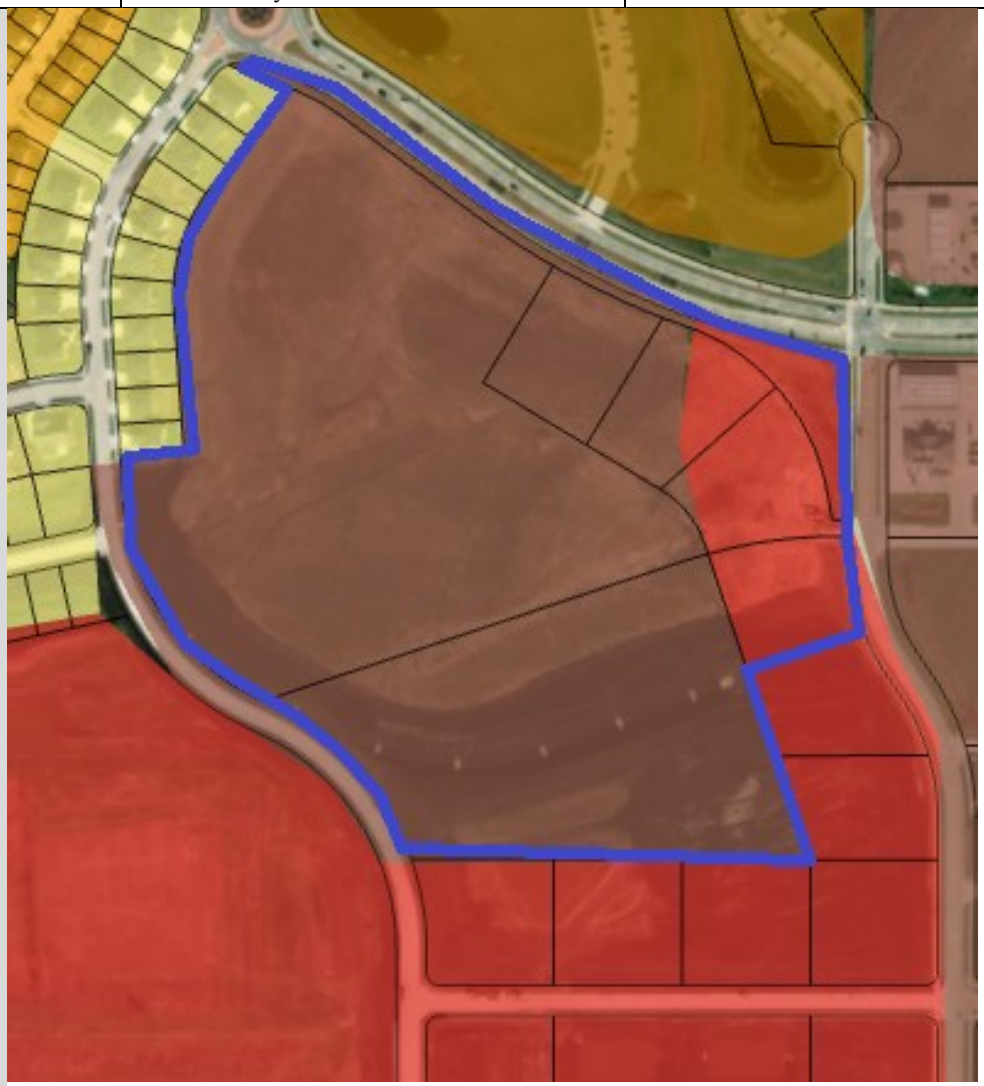
Relation to Comprehensive & Neighborhood Plans

LAND USES & ZONING			
Location	**Existing Land Use**	**Land Use Plan Designation**	**Current Zoning**
Subject Site	Vacant	Mixed Use/Commercial	R-4
North	Commercial	High Density Residential	R-4
South	Vacant	Commercial	R-4
East	Commercial/Vacant	Commercial	R-4
West	Single-Family	Low Density Residential	R-4

PARKS

The Parks and Trails Master Plan planned for a trail connection from NE Gateway Drive to the west to connect with the trail along Lions Park. The preliminary plat shows a trail on the north side of NE 12th Street which will align partially with the Master Plan. The trail will not continue west to connect to the Lions Park trail due to the Grimes Plex. However, trail is existing along NE Heritage Drive, around the basin, and down to E 1st Street which ultimately provides a connection to the Lion Park trail. Sidewalks along NE 12th Street and NE Park Street can also connect patrons to the trail along Lions Park.

Parkland dedication for Hope Commercial Plat 6 was satisfied with the large regional detention basin and surrounding trail. No additional parkland is required for the proposed preliminary plat.



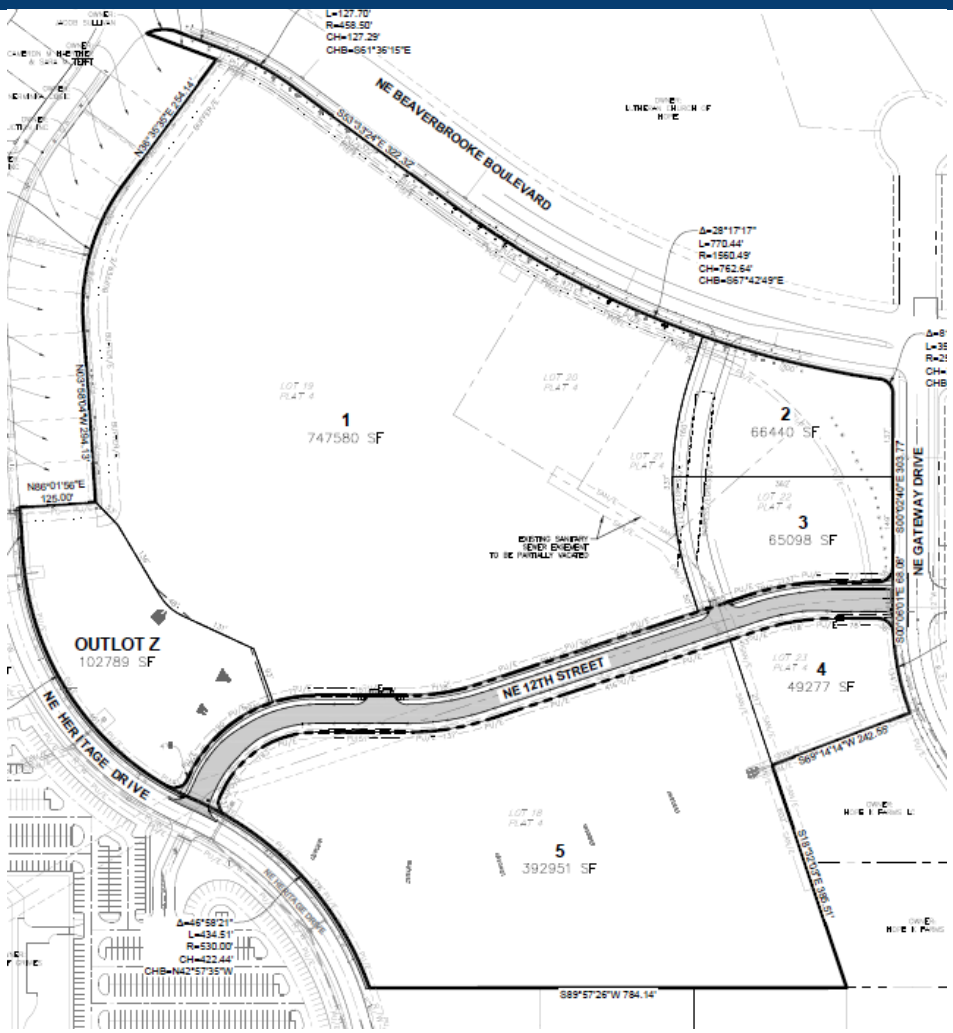
Future Land Use Map

Relation to Studies & Legal

RELATION TO STUDIES

The City hired Snyder & Associates to complete a traffic study of the Hope Commercial District which identified several roadway improvements throughout the development. The City was able to incorporate some of the improvements into the construction drawings including turn lanes on NE 10th Street and NE Heritage Drive and planning multiple access locations for the Grimes Plex. Staff has started the design process for improvements to the NE Gateway and E 1st Street intersection as identified in the traffic study which includes widening Gateway at the intersection and providing additional turn lanes.

Staff has started working with Snyder & Associates regarding future improvements to the NE Gateway Drive and Beaverbrooke Blvd intersection. The improvements have not been determined at this time. However, right-of-way dedication may be required to complete the improvements. Staff will continue to work with Snyder and provide necessary information to the applicant as the project moves forward.



Legal

The plat is part of the Hope Commercial PUD and the associated development agreement which identifies development standards and required public improvements.

The plat includes the construction of NE 12th Street connecting from NE Heritage Drive to NE Gateway Drive as required in the development agreement. Right-of-way will be dedicated to the City for the public street.

The existing PUE identified in Hope Commercial Plat 4 along the north edge of the development will be relocated to better suit the new proposed development and lot lines. The easement vacation has been approved through Council and a new easement will be established and approved through Council in the future.

Plat Layout & Utilities

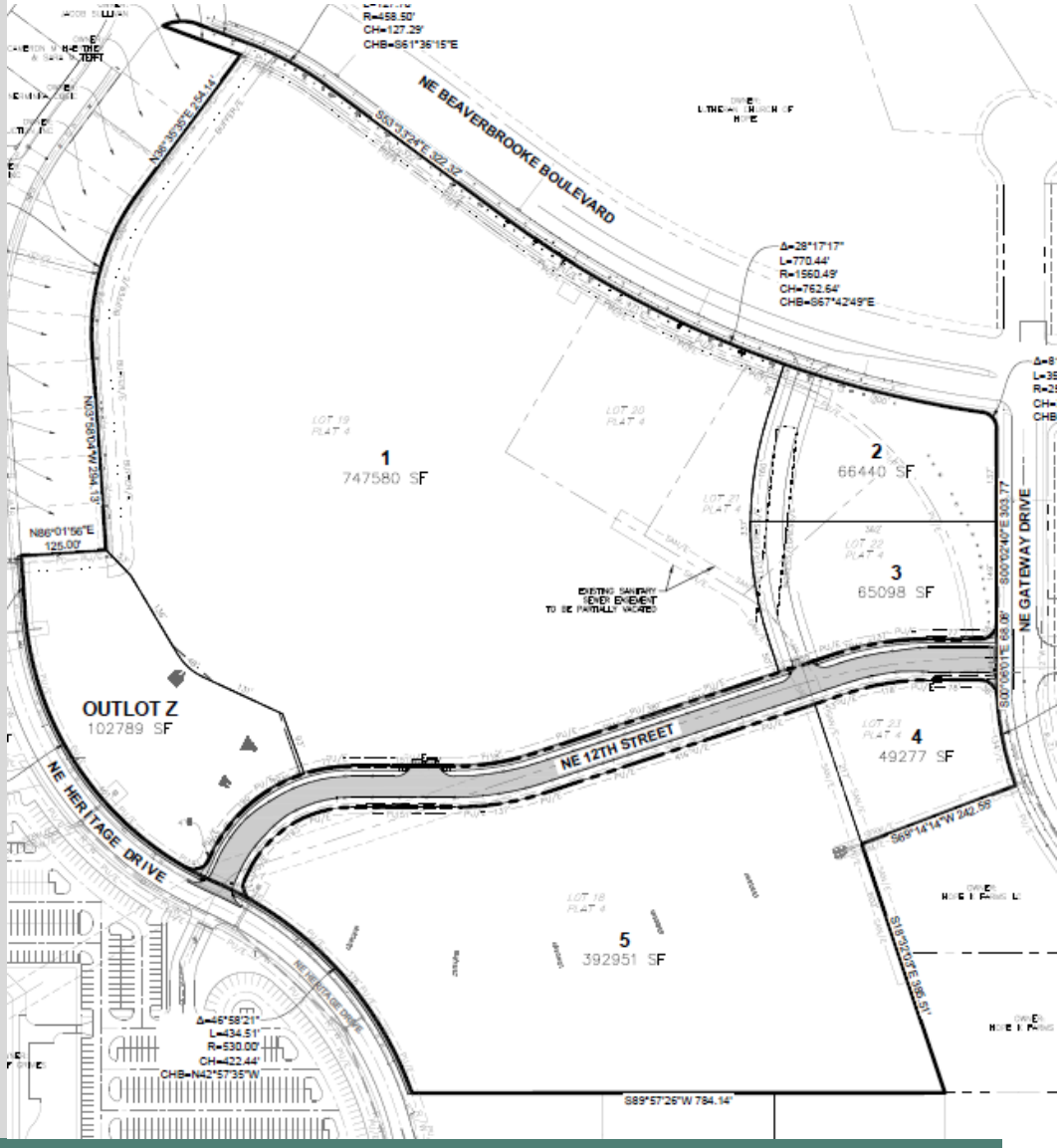
ACCESS

Access will be provided via NE 12th Street and a private street connecting from NE 12th Street to NE Beaverbrooke Blvd.

All driveways will be located off of NE 12th Street or the private street, with the exception of Lot 1 which will have a right-in/right-out access on NE Beaverbrooke Blvd.

PLAT LAYOUT

Five development lots are proposed, with one outlot for the detention basin and street lot for NE 12th Street. The applicant may decide to combine Lot 2 & 3 to allow construct of a retail strip center. There would be no issues with the change as the plat would be principally the same as the layout shown.



SANITARY

Sanitary is existing south of NE 12th Street. A portion of existing sanitary sewer north of NE 12th Street will be removed due to the new proposed lot layout and new sewer will be extended to serve the commercial lots along NE Gateway Drive. Services will be provided to each development lot.

WATER

Water will be constructed on the south side of NE 12th Street and services will be stubbed to each development lot.

STORM WATER

Two private basins will be constructed on the west side of the plat.

LANDSCAPING

The existing landscaping along NE Beaverbrooke Blvd will remain in place. Additional landscaping will be provided with site plans.

Conclusion

STAFF RECOMMENDATION

Staff recommends approval of Hope Commercial Plat 6 Preliminary Plat.

Conclusion

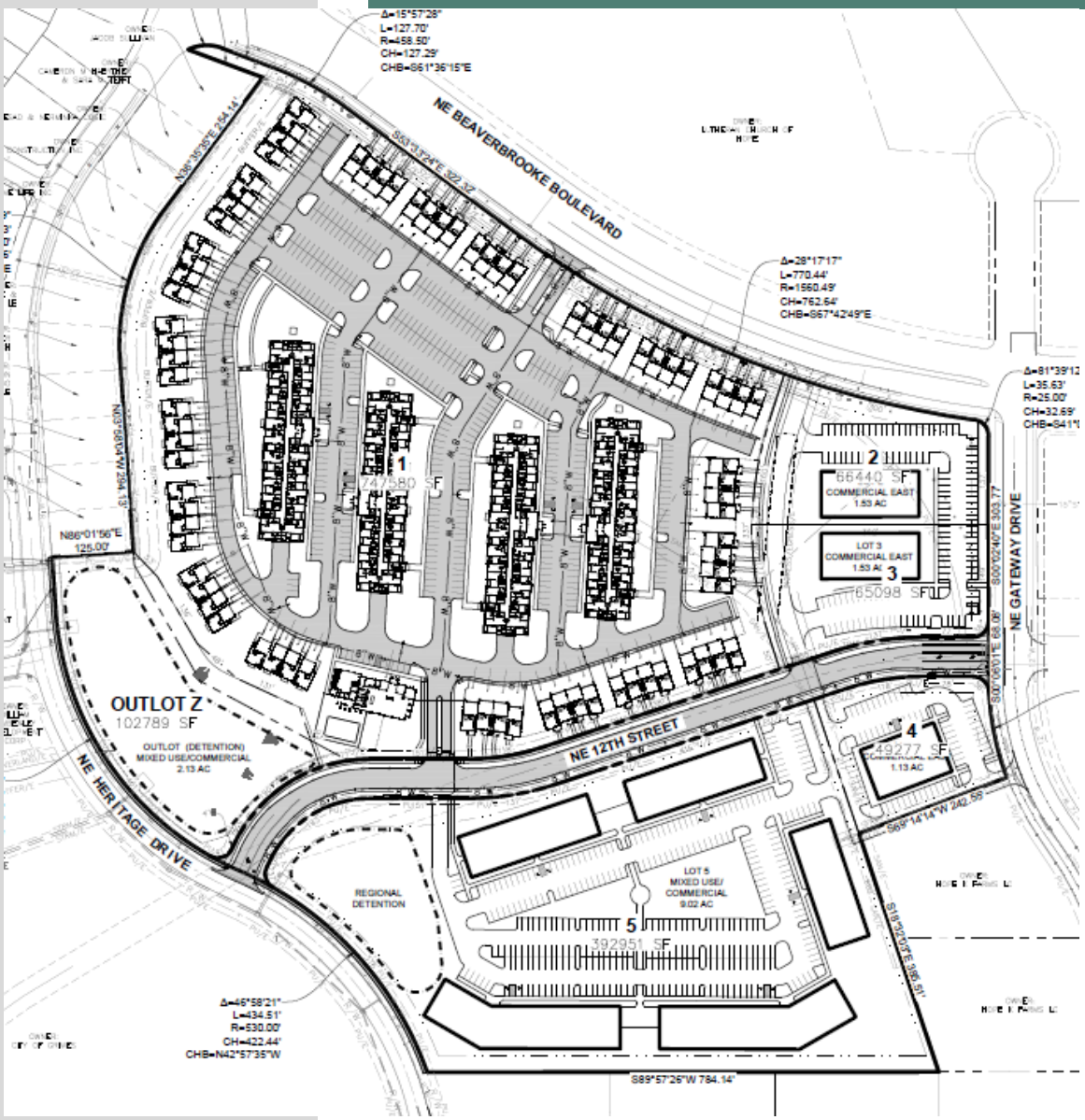
The plat proposes 5 development lots, one outlot for detention, and street lot for NE 12th Street.

A private street will be constructed with the commercial development on Lot 2 and 3.

A new public utility easement will be established along NE Beaverbrooke Blvd in the future.

The plat is consistent with the Hope Commercial PUD development agreement.

The applicant may adjust the plat to combine Lots 2 & 3 for a retail strip center which would not cause any issues for the plat.



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

~~May 24, 2023~~
~~June 13, 2023~~
June 30, 2023

Civil Design Advantage
Attn: Josh Trygstad
4121 NW Urbandale Drive
Urbandale, IA 50322

RE: Hope Commercial Plat 6 Preliminary Plat

Dear Mr. Trygstad:

The Development Services Department is in receipt of a proposed Preliminary Plat for the Hope District Apartments. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

~~1. Move water to the southside of NE 12th Street and add water services to Lots 4 & 5.~~

~~2. Move storm sewer to the north side of the street.~~

1. How are you planning to convey water from the existing single family, particularly the lot located at 1209 NE Heritage Drive, in the overland flowage easement to the proposed basin? There is an existing drainage issue at 1209 NE Heritage Drive in the overland flowage easement and the easement not draining properly. Provide spot elevations to ensure the receiving grades correspond to the as-built provided. In order for the single-family lot to have 2% grade, the south property line needs to be at least 938.4 as shown in the as-built provided. The Hope Apartments site plan needs to provide a grade at 938.4 or lower. The single-family lot will regrade their own property.

~~3. Who is going to be responsible for maintaining Outlot Z?~~

4. The west property line of Lot 2 & 3 is odd. The property owners will have to cross the street to maintain their property. In addition, the sidewalks from the townhomes cross into Lot 2 & 3. Can the property line shift to line up with the sidewalk? This looks better but we still have concerns with the maintenance of the area west of the sidewalk which would still be the responsibility of the commercial property. The sidewalk connections from the townhomes also cross into the commercial property.

Will there be an ingress/egress or sidewalk easement granted to Lot 1? With the final plat, the easement documents will need to provide details regarding access, ownership, and maintenance.

5. Has MEC provided feedback on moving the PUE to the private drive instead of out to the intersection of Gateway and Beaverbrooke? This would avoid conflicts with future intersection improvements. Staff will need to know what is occurring with the easement and receive the appropriate exhibits by June 19th to continue the easement vacation process and meet Council deadlines. Please provide PUE layout when available.

Sheet 1:

1. ~~Update Note 2. Should just be one lot.~~

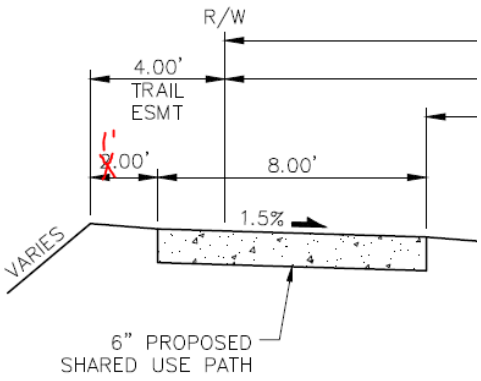
2. ~~Remove C-2 zoning and Transportation Overlay reference.~~

Sheet 2:

1. ~~Pavement thickness to be 8" in 37' wide section. No CD baskets on 7" pavement~~

2. ~~Adjust typical to 31' B-B.~~

3. ~~Move 8 ft sidewalk 1 ft from the edge of the trail easement.~~



Sheet 3:

1. Update basin property dimensions to account for adjustments made for pool/patio area.

Sheet 5:

1. Existing sanitary sewer will be under water in lot 5 detention basin. Please move the basin out of the sanitary easement. Staff does not want the sanitary under the basin. This will cause issues in the event the sanitary requires maintenance. Please shift the basin outside the easement. Shift permanent pool outside of the sanitary easement.

Sheet 6:

~~1. The existing sanitary to serve Lot 20-22 will need to be removed if not used.~~

~~2. Provide sanitary sewer to lot 2.~~

~~3. What happens to existing storm intakes that will be in basins? Please remove the storm all the way to the structure and patch the wall.~~

~~4. Label sanitary and water stub locations for all lots.~~

~~5. Line up the driveway in Lot 5 with Lot 1.~~

~~6. Remove parking spaces shown off of the private drive.~~

Stormwater Management Plan

1. Pond 2B:
    a. At the 930.50' elevation, was the surface area from both ponds used? One of the ponds has a permanent pool elevation of 931.00, and storage cannot be counted below 931.00 within this pond.
    b. Update orifice C length and slope.

Preliminary Plat

1. Provide forebays and emergency overflow weir on both ponds.

NOTE** MAKE SURE TO SHOW OUTLET STRUCTURE INFORMATION FOR THE NORTHERN HALF OF POND 2B ON THE SITE PLAN OR CD.**

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE: May 31, 2023
(1 PDF of Site plan with Elevation Plan included)

PLANNING & ZONING: TBD July 2023 at 5:30

COUNCIL MEETING: July 25, 2023 at 5:30

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner

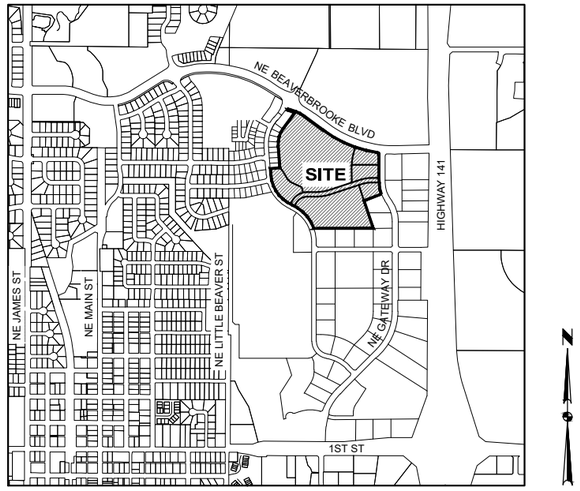
PRELIMINARY PLAT FOR:

HOPE COMMERCIAL PLAT 6

GRIMES, IOWA

VICINITY MAP

1"=500'



GRIMES, IOWA

PRELIMINARY PLAT DESCRIPTION

LOTS 18 THROUGH 23, HOPE COMMERCIAL PLAT 4, AN OFFICIAL PLAT AND OUTLOT 'T', HERITAGE AT GRIMES PLAT 2, AN OFFICIAL PLAT, ALL IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

GENERAL LEGEND

PROPOSED		EXISTING	
SECTION LINE		SANITARY MANHOLE	
CENTER LINE		WATER VALVE BOX	
RIGHT OF WAY	R/W	FIRE HYDRANT	
PERMANENT EASEMENT	P/E	WATER CURB STOP	
TEMPORARY EASEMENT	T/E	WELL	
TYPE SW-501 STORM INTAKE		STORM SEWER MANHOLE	
TYPE SW-502 STORM INTAKE		STORM SEWER SINGLE INTAKE	
TYPE SW-503 STORM INTAKE		STORM SEWER DOUBLE INTAKE	
TYPE SW-505 STORM INTAKE		FLARED END SECTION	
TYPE SW-506 STORM INTAKE		DECIDUOUS TREE	
TYPE SW-512 STORM INTAKE		CONIFEROUS TREE	
TYPE SW-513 STORM INTAKE		DECIDUOUS SHRUB	
TYPE SW-401 STORM MANHOLE		CONIFEROUS SHRUB	
TYPE SW-402 STORM MANHOLE		ELECTRIC POWER POLE	
FLARED END SECTION		GUY ANCHOR	
TYPE SW-301 SANITARY MANHOLE		STREET LIGHT	
STORM/SANITARY CLEANOUT		POWER POLE W/ TRANSFORMER	
WATER VALVE		UTILITY POLE W/ LIGHT	
FIRE HYDRANT ASSEMBLY		ELECTRIC BOX	
SIGN		ELECTRIC TRANSFORMER	
DETECTABLE WARNING PANEL		ELECTRIC MANHOLE OR VAULT	
WATER CURB STOP		TRAFFIC SIGN	
STORM SEWER STRUCTURE NO.	ST-10	TELEPHONE JUNCTION BOX	
STORM SEWER PIPE NO.	L-10	TELEPHONE MANHOLE/VAULT	
SANITARY SEWER STRUCTURE NO.	S-10	TELEPHONE POLE	
SANITARY SEWER PIPE NO.	P-10	GAS VALVE BOX	
SANITARY SEWER		CABLE TV JUNCTION BOX	
SANITARY SERVICE	S	CABLE TV MANHOLE/VAULT	
STORM SEWER		MAIL BOX	
STORM SERVICE	ST	BENCHMARK	
WATERMAIN WITH SIZE	8"W	SOIL BORING	
WATER SERVICE	W	UNDERGROUND TV CABLE	TV
SAWCUT (FULL DEPTH)		GAS MAIN	G
SILT FENCE		FIBER OPTIC	FO
USE AS CONSTRUCTED	(UAC)	UNDERGROUND TELEPHONE	T
MINIMUM PROTECTION ELEVATION	MPE	OVERHEAD ELECTRIC	OE
		UNDERGROUND ELECTRIC	E
		FIELD TILE	TILE
		SANITARY SEWER WITH SIZE	8"S
		STORM SEWER WITH SIZE	15"ST
		WATER MAIN WITH SIZE	8"W

OWNER

HOPE K FARMS LLC
1548 S 45TH ST
WEST DES MOINES, IA 50265-5765
CONTACT: REZA KARGARZADEH
EMAIL: RKARGARZ@EPCMFG.COM

ENGINEER/ SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH. (515) 369-4400
FX. (515) 369-4410
CONTACT: JOSH TRYGSTAD
EMAIL: JOSHT@CDA-ENG.COM

DATE OF SURVEY

02/14/2020

NOTES:

1. PROPOSED SPEED LIMIT ON NE GATEWAY DRIVE IS 35 MPH.
2. STREET LOT A TO BE DEDICATED TO THE CITY OF GRIMES.

FEMA FLOOD NOTE:

POLK COUNTY, PANEL 160 OF 555
MAP NUMBER= 19153C0160F
EFFECTIVE DATE= FEBRUARY 1, 2019

CONSTRUCTION SCHEDULE

ANTICIPATED START DATE = SUMMER 2023
ANTICIPATED COMPLETION = FALL 2023

ZONING

ZONING: R-4 HOPE COMMERCIAL PUD
(PLANNED UNIT DEVELOPMENT)

OPEN SPACE NOTE

THE TOTAL LAND AREA DEVOTED TO OPEN SPACE AND LANDSCAPING SHALL NOT BE LESS THAN THE SPECIFIED PERCENTAGE OF THE GROSS LAND AREA INCLUDED IN THE BUILDING LOT. SUCH OPEN SPACE SHALL BE MAINTAINED AS GRASSED AND LANDSCAPED AREA AND SHALL NOT INCLUDE ACCESS DRIVES, PARKING AREAS, STRUCTURES OR BUILDINGS, EXCEPT ORNAMENTAL STRUCTURES INCLUDED AS PART OF THE LANDSCAPING THEME

BENCHMARKS

BURY BOLT ON HYDRANT @ SE CORNER OF HWY 44 & SE GATEWAY DRIVE
ELEVATION=940.44

CITY BENCHMARK G6J-012
CAP BOLT ON HYDRANT @ SW CORNER 5TH ST & NORTH LITTLE BEAVER DR.
ELEVATION=926.02

CITY BENCHMARK G6N-004
CAP BOLT ON FIRE HYDRANT AT THE SOUTHWEST CORNER OF NORTH 4TH STREET AND NORTH LITTLE BEAVER DRIVE
ELEVATION=927.36

UTILITY WARNING

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN.

REFER TO GEOTECHNICAL EXPLORATION REPORT NO. 08195021-03 PREPARED BY TERRACON CONSULTANTS, INC. FOR GEOTECHNICAL REQUIREMENTS.

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE, URBANDALE, IOWA 50322
PH: (515) 369-4400 Fax: (515) 369-4410
PROJECT NO. 2205.357

FILE: N:\2022\2205357\DWG\PRELIMINARY PLAT\2205357-PRELIMINARY PLATTING SHEETS.DWG 5/30/2023 3:57 PM
PLOTTED BY: DIRK MILLER
XREFS:
ENG:
TECH:

REVISIONS

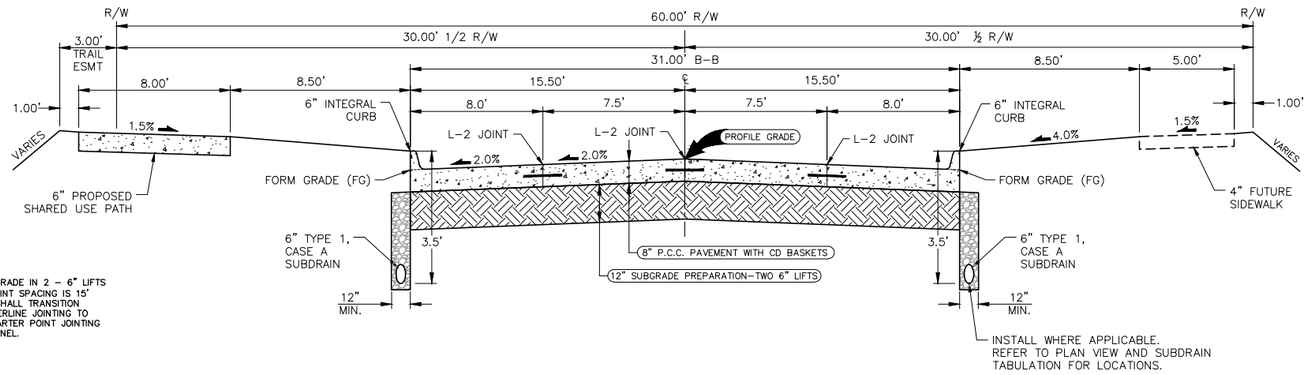
DATE
06/20/2023 THIRD SUBMITTAL
05/30/2023 SECOND SUBMITTAL
05/09/2023 FIRST SUBMITTAL

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: JAT TECH:

CIVIL DESIGN ADVANTAGE

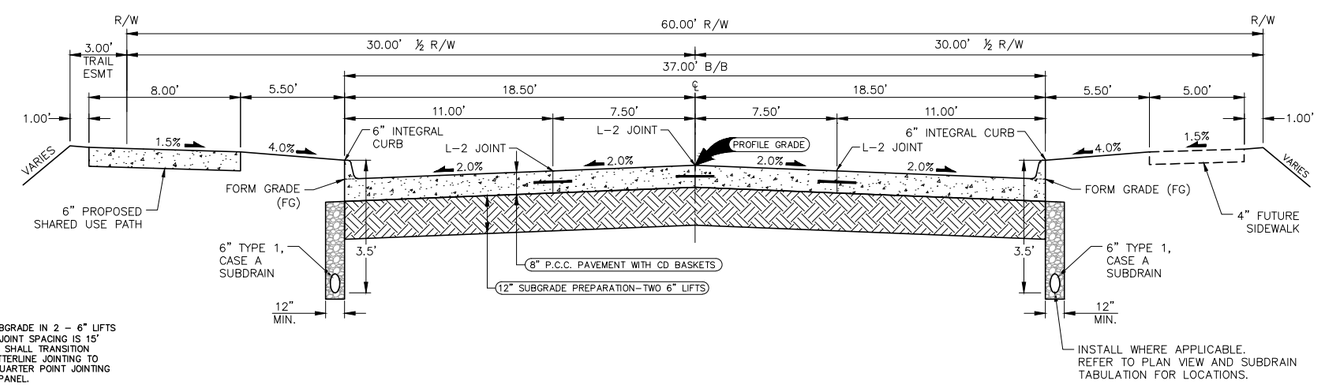
HOPE COMMERCIAL PLAT 6
PRELIMINARY PLAT
GRIMES, IOWA

1/6
2205.357



NOTES:
1. PREPARE SUBGRADE IN 2 – 6" LIFTS
2. TYPICAL CD JOINT SPACING IS 15'
3. CONTRACTOR SHALL TRANSITION EXISTING GUTTERLINE JOINTING TO PROPOSED QUARTER POINT JOINTING WITHIN ONE PANEL.

TYPICAL SECTION - 31' P.C.C. ROADWAY WITH 60' ROW (N.T.S.)
NE 12TH STREET - STA 12+25.00 TO 21+68.96



NOTES:
1. PREPARE SUBGRADE IN 2 – 6" LIFTS
2. TYPICAL CD JOINT SPACING IS 15'
3. CONTRACTOR SHALL TRANSITION EXISTING GUTTERLINE JOINTING TO PROPOSED QUARTER POINT JOINTING WITHIN ONE PANEL.

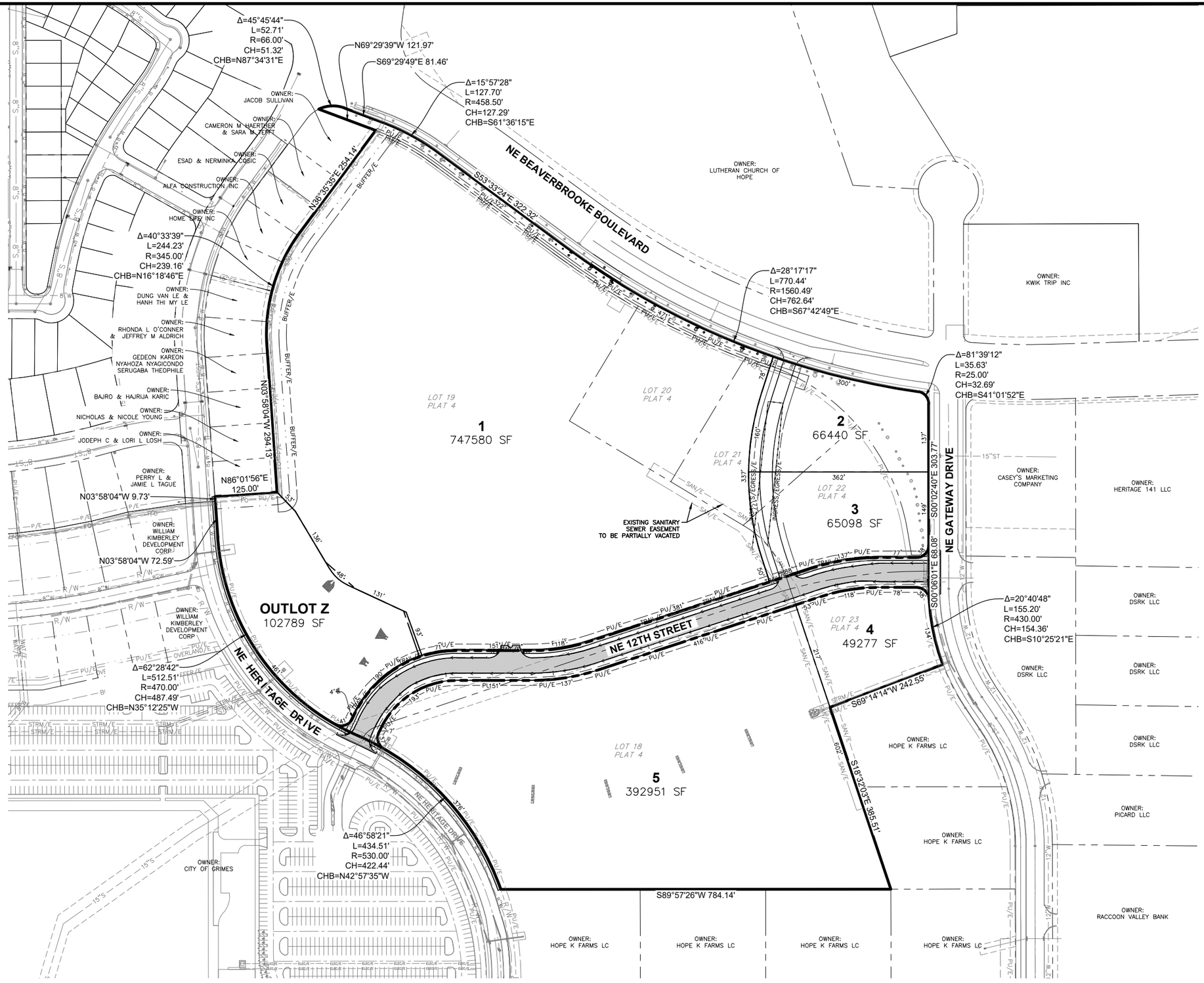
TYPICAL SECTION - 37' P.C.C. ROADWAY WITH 60' ROW (N.T.S.)
NE 12TH STREET - STA 10+63.50 TO STA 12+25.00 & STA 21+68.96 TO STA 23+37.59

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/09/2023

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: JAT
TECH:
CIVIL DESIGN ADVANTAGE

HOPE COMMERCIAL PLAT 6
PRELIMINARY PLAT
GRIMES, IOWA

FILE: H:\2022\2205357\DWG\PRELIMINARY PLAT\2205357-PRELIMINARY PLAT.DWG
FILE DATE: 6/20/23 DATE PLOTTED: 6/20/2023 5:07 PM
PLOTTED BY: DIRK MILLER TECH: ENG:



REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/09/2023

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: JAT | TECH:

CIVIL DESIGN ADVANTAGE

HOPE COMMERCIAL PLAT 6

PRELIMINARY PLAT

GRIMES, IOWA

3/6

2205.357

FILE: N:\2022\2205357\DWG\PRELIMINARY PLAT\2205357-PRELIMINARY PLAT.DWG
PLOTTED BY: DIRK MILLER
PLOT DATE: 6/20/2023 1:57 PM
XREFS:
TECH:

FILE: H:\2022\2205357\DWG\PRELIMINARY PLAT\2205357-PRELIMINARY PLAT.DWG
FILE DATE: 6/20/23 DATE PLOTTED: 6/20/2023 5:07 PM COMMENT:
PLOTTED BY: DIRK MILLER TECH: ENG:



4/6
2205.357

HOPE COMMERCIAL PLAT 6

PRELIMINARY PLAT

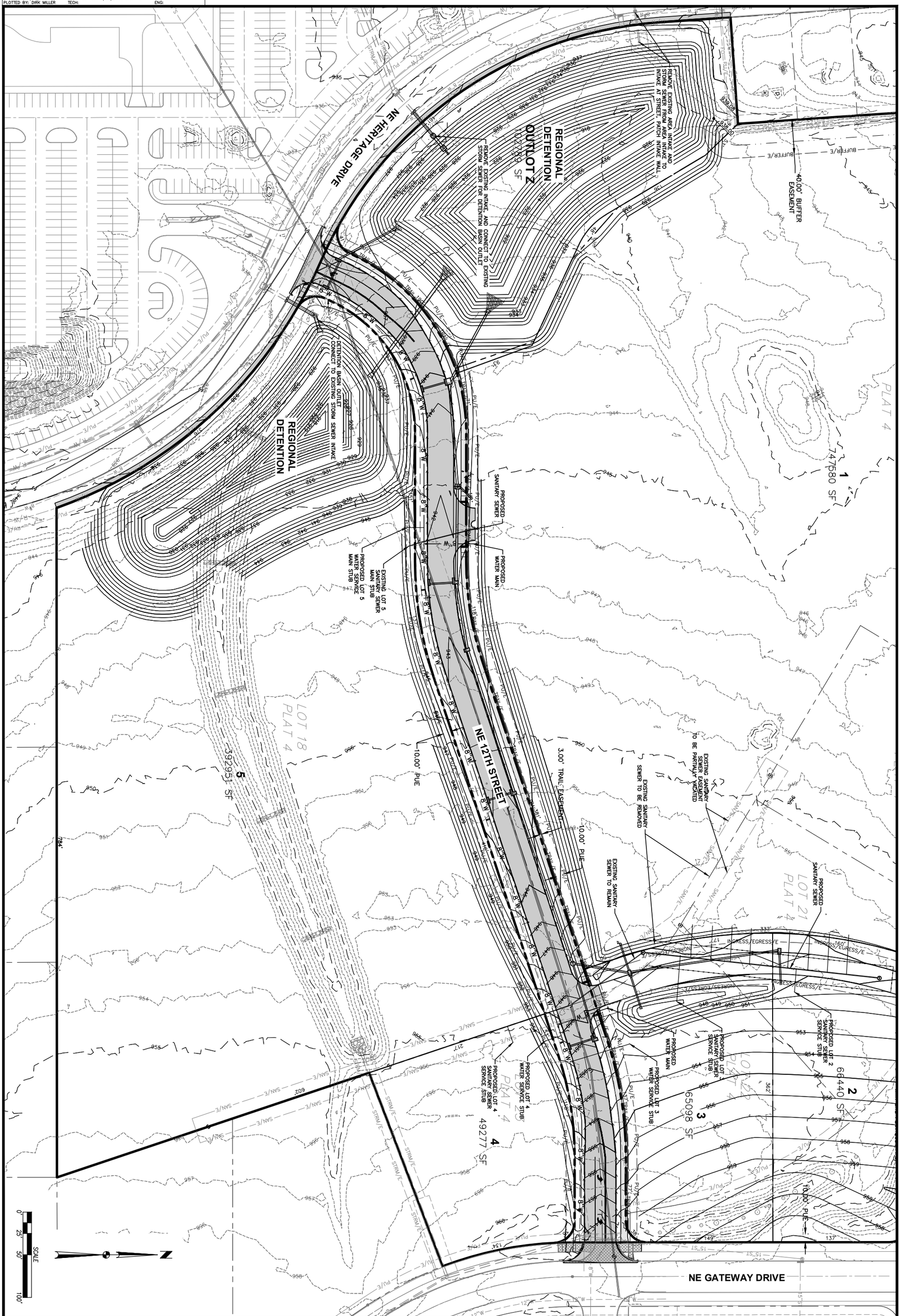
GRIMES, IOWA

CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: JAT TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/09/2023



FILE: H:\2022\2205357\DWG\PRELIMINARY PLAT\2205357-PRELIMINARY PLAT.DWG
FILE DATE: 6/20/23 DATE PLOTTED: 6/20/2023 5:07 PM COMMENT:
PLOTTED BY: DIRK MILLER TECH: ENG:

HOPE COMMERCIAL PLAT 6

PRELIMINARY PLAT

GRIMES, IOWA

CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: JAT

TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/09/2023

5
6

2205.357

Δ=45°45'44"
L=52.71'
R=66.00'
CH=51.32'
CHB=N87°34'31"E

N69°29'39"W 121.97'

S69°29'49"E 81.46'

Δ=15°57'28"
L=127.70'
R=458.50'
CH=127.29'
CHB=S61°36'15"E

OWNER:
JACOB SULLIVAN

OWNER:
CAMERON M HAERTNER
& SARA M YERT

OWNER:
ESAD & NERMINKA COSIC

OWNER:
ALFA CONSTRUCTION INC

OWNER:
HOME LIFE INC

N38°35'35"E 254.14'

NE BEAVERBROOKE BOULEVARD

S53°33'24"E 322.32'

OWNER:
LUTHERAN CHURCH OF
HOPE

Δ=40°33'39"
L=244.23'
R=345.00'
CH=239.16'
CHB=N16°18'46"E

OWNER:
DUNG VAN LE &
HANH THI MY LE

OWNER:
RHONDA L O'CONNER
& JEFFREY M ALDRICH

OWNER:
GEDEON KAREON
NYAHOZA NYAGICONDO
SERUGABA THEOPHILE

OWNER:
BAJRO & HAJRIJA KARIC

OWNER:
NICHOLAS & NICOLE YOUNG

OWNER:
JODEPH C & LORI L LOSH

N03°58'04"W 294.13'

Δ=28°17'17"
L=770.44'
R=1560.49'
CH=762.64'
CHB=S67°42'49"E

OWNER:
KWIK TRIP INC

Δ=81°39'12"
L=35.63'
R=25.00'
CH=32.69'
CHB=S41°01'52"E

N86°01'56"E
125.00'

OWNER:
PERRY L &
JAMIE L TAGUE

N03°58'04"W 9.73'

OWNER:
WILLIAM
KIMBERLEY
DEVELOPMENT
CORP

N03°58'04"W 72.59'

1
747580 SF

2
66440 SF
COMMERCIAL EAST
1.53 AC

LOT 3
COMMERCIAL EAST
1.53 AC

3
65098 SF

NE GATEWAY DRIVE

S00°02'40"E 303.77'

S00°06'01"E 68.08'

OWNER:
CASEY'S MARKETING
COMPANY

OWNER:
HERITAGE 141 LLC

OUTLOT Z
102789 SF

OUTLOT (DETENTION)
MIXED USE/COMMERCIAL
2.13 AC

NE 12TH STREET

Δ=20°40'48"
L=155.20'
R=430.00'
CH=154.36'
CHB=S10°25'21"E

4
49277 SF
COMMERCIAL
1.13 AC

OWNER:
DSRK LLC

OWNER:
DSRK LLC

OWNER:
DSRK LLC

OWNER:
DSRK LLC

Δ=62°28'42"
L=512.51'
R=470.00'
CH=487.49'
CHB=N35°12'25"W

NE HERITAGE DRIVE

S69°14'14"W 242.55'

REGIONAL
DETENTION

LOT 5
MIXED USE/
COMMERCIAL
9.02 AC

5
392951 SF

S18°32'03"E 385.51'

OWNER:
HOPE K FARMS LC

OWNER:
PICARD LLC

OWNER:
HOPE K FARMS LC

OWNER:
CITY OF GRIMES

Δ=46°58'21"
L=434.51'
R=530.00'
CH=422.44'
CHB=N42°57'35"W

S89°57'26"W 784.14'

OWNER:
HOPE K FARMS LC

OWNER:
HOPE K FARMS LC

OWNER:
HOPE K FARMS LC

OWNER:
HOPE K FARMS LC

OWNER:
RACCOON VALLEY BANK

NOTE:

PROOF OF CONCEPT IS FOR REFERENCE PURPOSES ONLY. FINAL DESIGN IS SUBJECT TO CHANGE AND WILL NOT BE REFLECTED ON THIS PLAN IN THE FUTURE.

SCALE
0' 50' 100' 200'

FILE: N:\2022\2205357\DWG\PRELIMINARY PLAT\2205357-PRELIMINARY PLAT.DWG
PLOT DATE: 6/7/2023 2:57 PM
PLOTTED BY: DIRK MILLER
LAYOUT: ALTERNATE
TECH:
XREFS:
ENG:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/09/2023

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: JAT | TECH:

CIVIL DESIGN ADVANTAGE

HOPE COMMERCIAL PLAT 6

PRELIMINARY PLAT

GRIMES, IOWA

6/6

2205.357

CITY COUNCIL COMMUNICATION
Meeting Date: 07/25/2023

AGENDA ITEM:
Hope District Apartments Site Plan

BACKGROUND:
Hope K Farms is requesting approval of a site plan to construct townhomes and apartments within the mixed-use area of the Hope Commercial PUD. The project will include 80 townhomes and 320 apartments and a clubhouse with pool and gym. Four 4-story apartment buildings will be located in the center of the site and will provide both underground and surface parking. Four-plex townhome buildings will surround the perimeter of the site. Townhomes along street frontages will have front porches and sidewalk connections to the public street with garages located internal to the development.

The development will be completely gated and include private utilities and stormwater detention. Access will be provided via NE 12th Street, which will connect from NE Heritage Drive to NE Gateway Drive and a right-in/right-out access on NE Beaverbrooke Blvd.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S):
Planning and Zoning Commission recommended approval – 07/05/2023

STAFF RECOMMENDATION:
Staff recommends approval of the Hope District Apartments Site Plan.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Evann Martin
Assistant Planner
emartin@grimesiowa.gov
515-986-4050

Prepared by: Evann Martin, Assistant Planner
Return to: Evann Martin, Assistant Planner

Planning & Zoning Staff Report

CITY OF GRIMES

DATE

July 5, 2023

PROJECT NAME

Hope District Apartments

Site Plan

APPLICANT

Hope K Farms

REQUESTED ACTION

Approve site plan for town-homes and apartments

LOCATION

South of NE Beaverbrooke Blvd, west of NE Gateway Drive and east of NE Heritage Drive

ZONING

R-4

Hope Commercial PUD

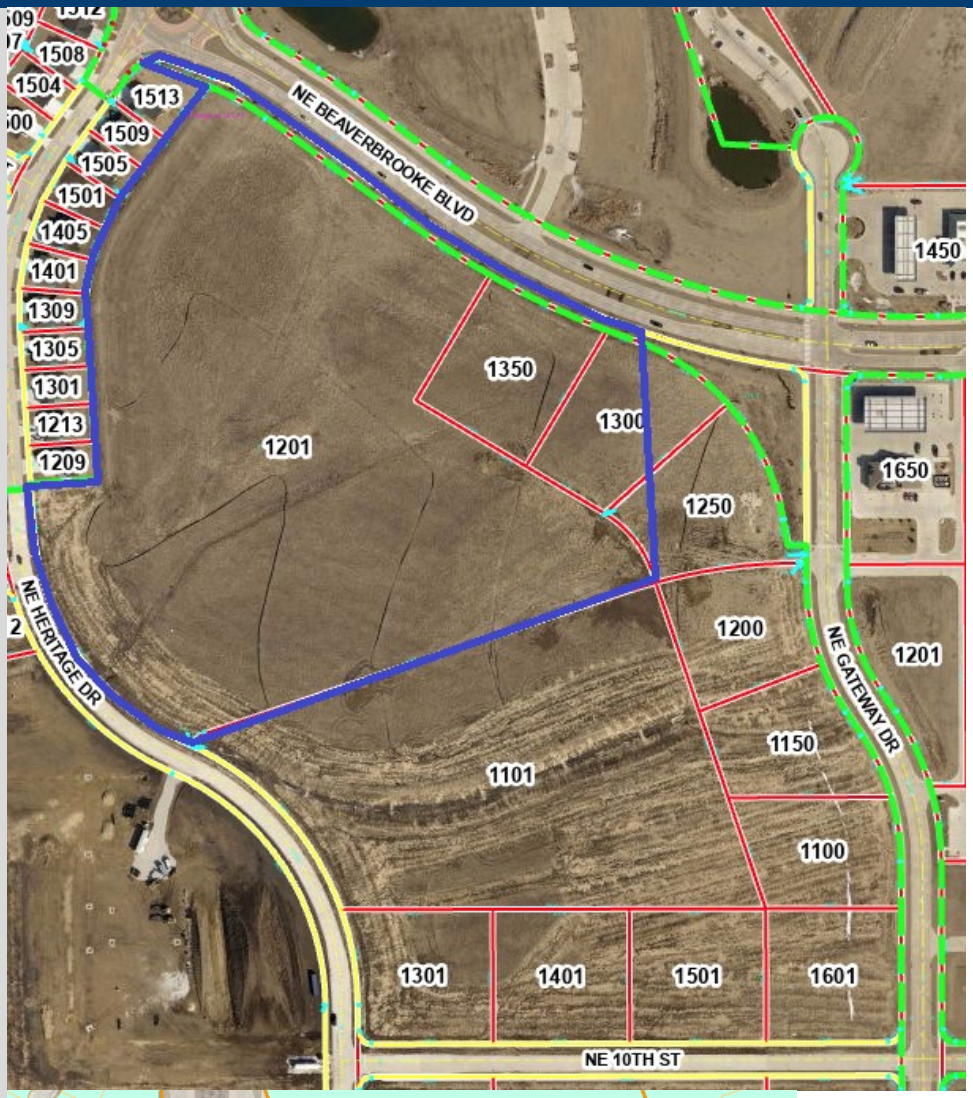
PLANNER

Evann Martin

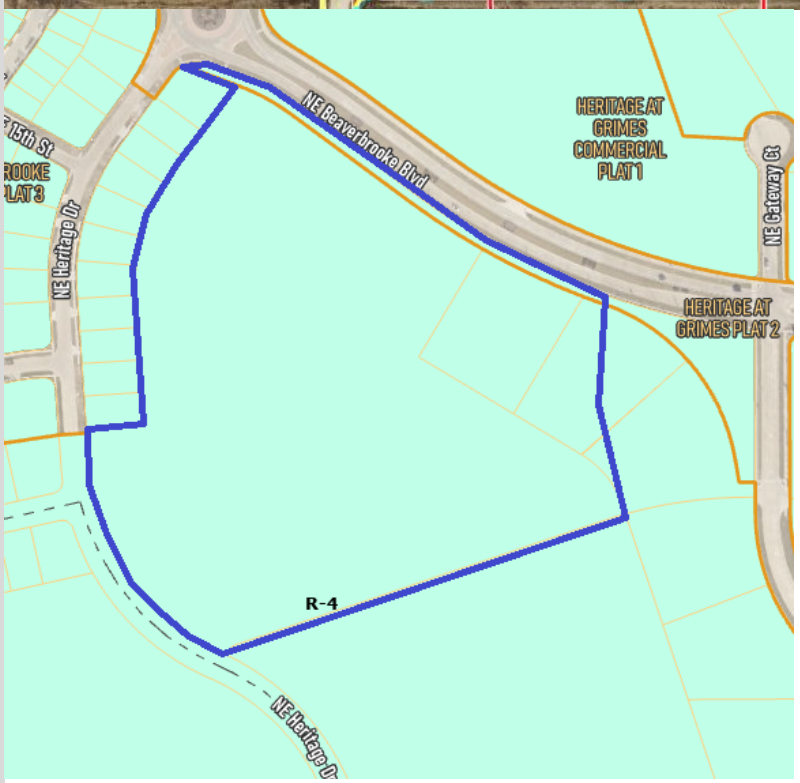
emartin@grimesiowa.gov

515-985-4050

Location Map

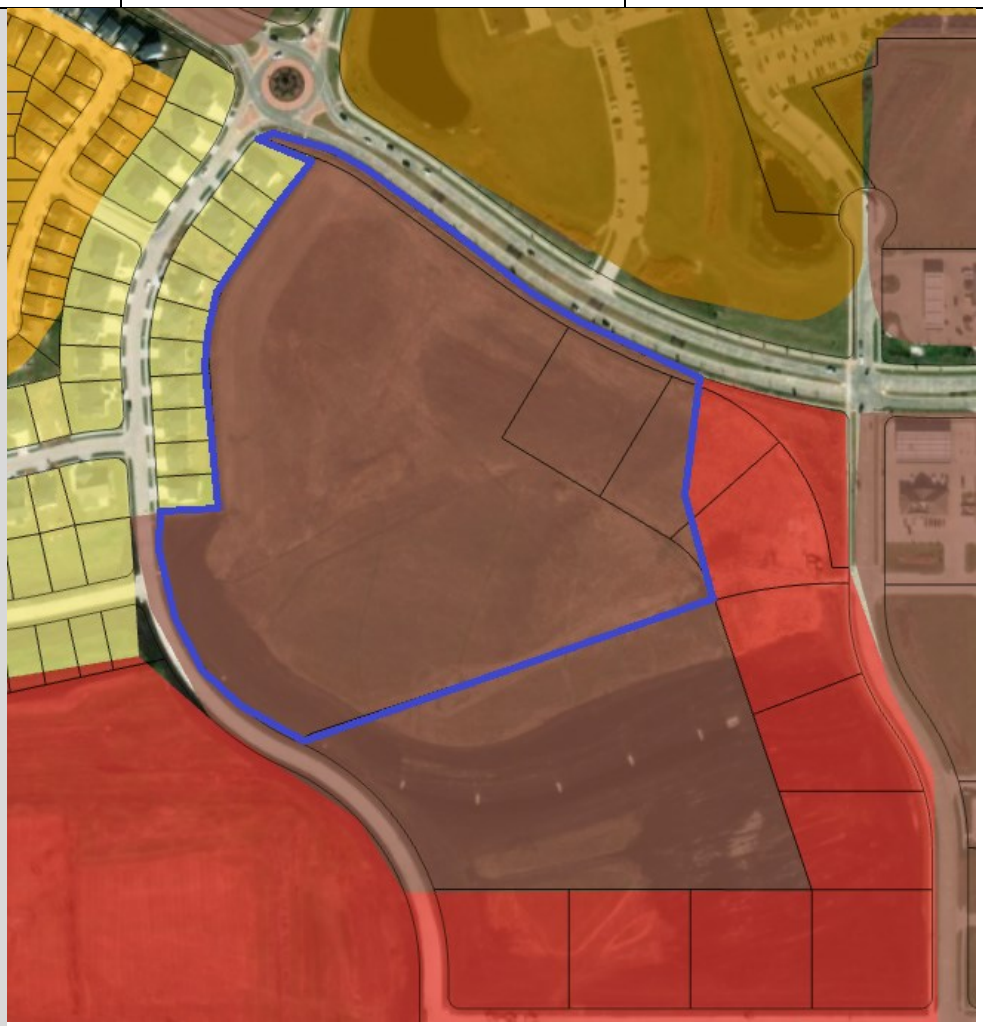


Zoning Map



Relation to Comprehensive & Neighborhood Plans

LAND USES & ZONING			
Location	**Existing Land Use**	**Land Use Plan Designation**	**Current Zoning**
Subject Site	Vacant	Mixed Use	R-4
North	Institutional	High Density Residential	R-4
South	Vacant	Mixed Use	R-4
East	Vacant/Commercial	Commercial	R-4
West	Single-Family	Low Density Residential	R-4



Future Land Use Map

PARKS

The Parks and Trails Master Plan planned for a trail connection from NE Gateway Drive to the west to connect with the trail along Lions Park. The preliminary plat shows a trail on the north side of NE 12th Street which will align partially with the Master Plan. The trail will not continue west to connect to the Lions Park trail due to the Grimes Plex. However, trail is existing along NE Heritage Drive, around the basin, and down to E 1st Street which ultimately provides a connection to the Lion Park trail. Sidewalks along NE 12th Street and NE Park Street can also connect patrons to the trail along Lions Park.

Parkland dedication for Hope Commercial Plat 6 was satisfied with the large regional detention basin and surrounding trail. No additional parkland is required for the proposed preliminary plat.

Relation to Studies & Legal

RELATION TO STUDIES

The City hired Snyder & Associates to complete a traffic study of the Hope Commercial District which identified several roadway improvements throughout the development. The City was able to incorporate some of the improvements into the construction drawings including turn lanes on NE 10th Street and NE Heritage Drive and planning multiple access locations for the Grimes Plex. Staff has started the design process for improvements to the NE Gateway and E 1st Street intersection as identified in the traffic study which includes widening Gateway at the intersection and providing additional turn lanes.

Staff has started working with Snyder & Associates regarding future improvements to the NE Gateway Drive and Beaverbrooke Blvd intersection. The improvements have not been determined at this time. However, right-of-way dedication may be required to complete the improvements. Staff will continue to work with Snyder and provide necessary information to the applicant as the project moves forward.



Legal

The site plan is part of the Hope Commercial PUD and the associated development agreement which identifies required development standards.

Site Layout

ACCESS

Access will be provided via a full access driveway off of NE 12th St and a RI/RO access off of NE Beaverbrooke Blvd. Sidewalks will be provided along all public streets and the private street. Trail will be provided along the north side of NE 12th St. All units facing out to the street will provide private sidewalk connections from the front door to the sidewalk.

AMENITIES

The development will be fully fenced and gated.

A Clubhouse will be provided with gym and pool for residents.

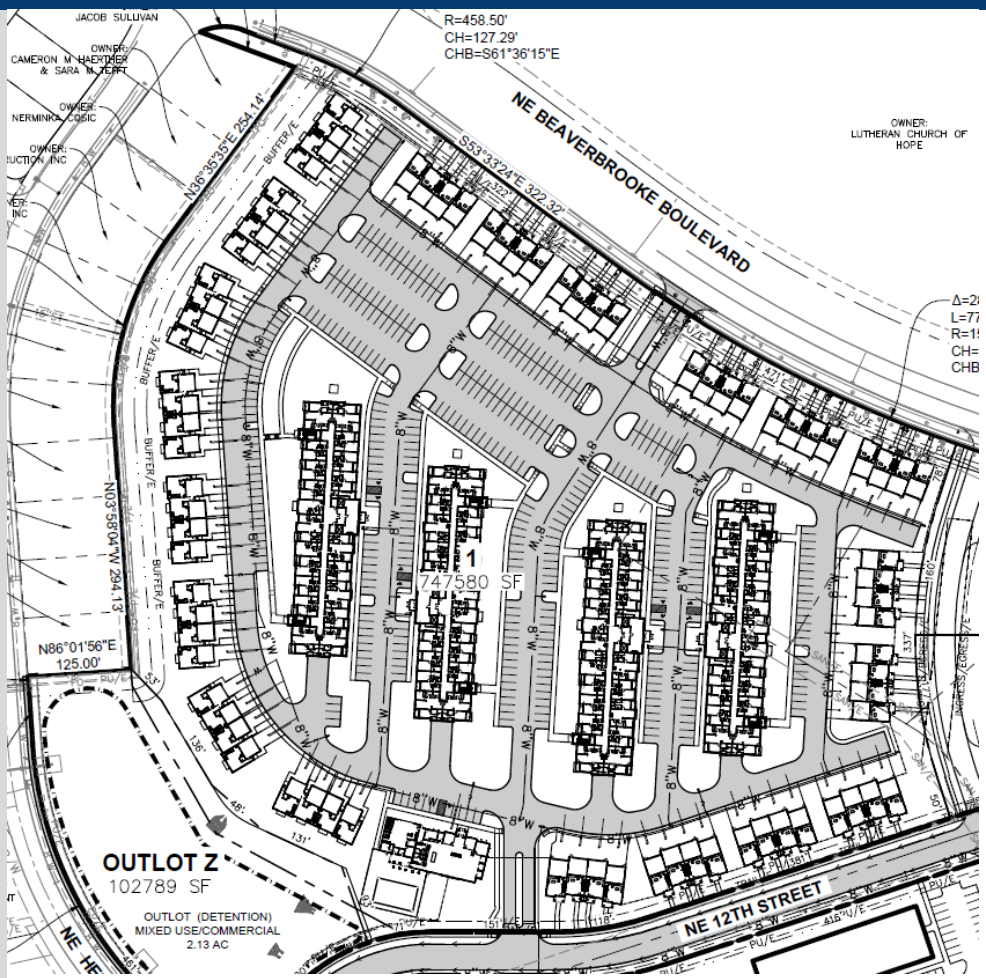
Trash for the multi-family buildings will be provided via trash shoots and dumpsters will be stored in the underground parking areas.

LIGHTING

Lighting details have been provided at this time. However, parking lot and building lighting will be provided.

COVERED PARKING

The PUD requires that 50% of the multi-family units have a covered parking space. Underground parking is proposed to satisfy the covered parking requirement. At least 40 spaces will be provided for each building to meet requirements.



Parking Calculation Table

Required	Proposed
Multi-Family 1.5 spaces / unit	480 spaces
Townhomes 2-car attached garage and 2-car driveway	160 garage spaces 160 driveway spaces
Visitor Parking—Townhomes 1 space / 5 units	50 spaces

Utilities & Landscaping

SANITARY & WATER

Sanitary and water will connect off of NE 12th St.

All utilities will be private.

STORM WATER

A private detention basin will be provided on the west side of the property.

LANDSCAPING

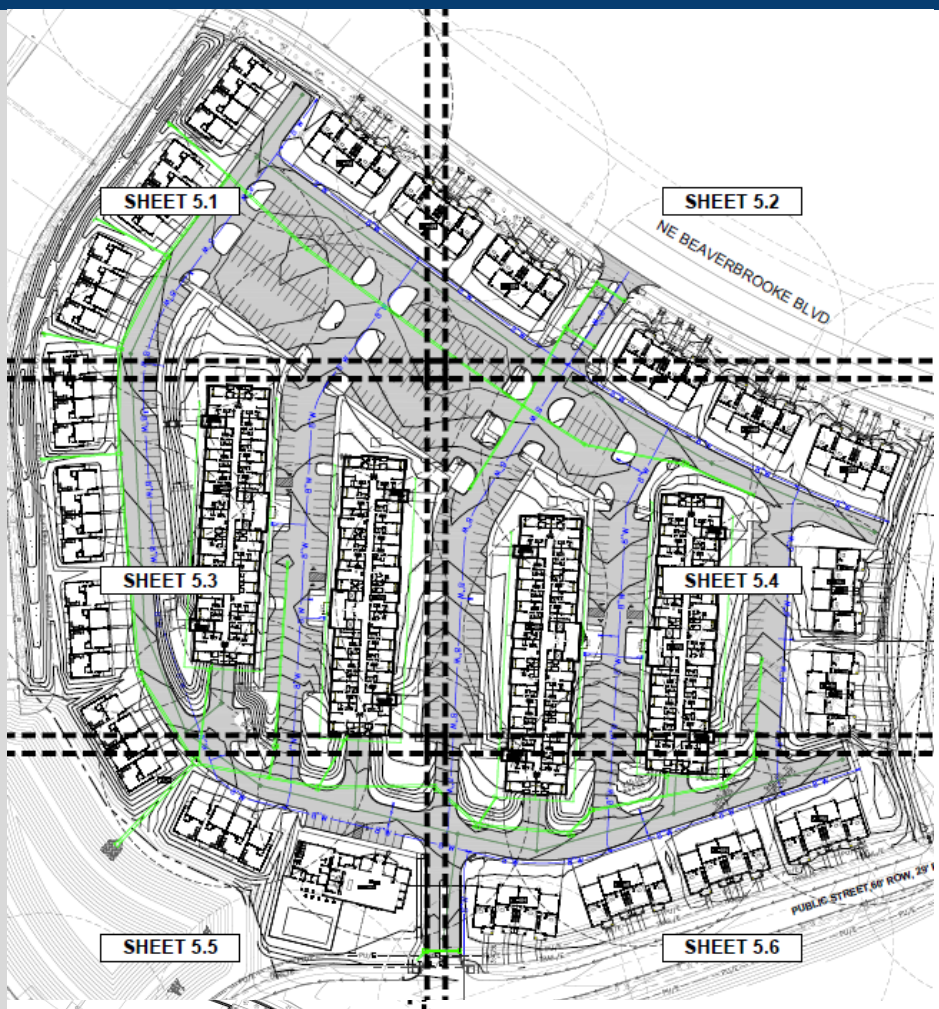
A 30' landscape buffer will be provided along the west property line to provided separation from the existing single-family.

All townhome units facing the public street will provide foundation plantings.

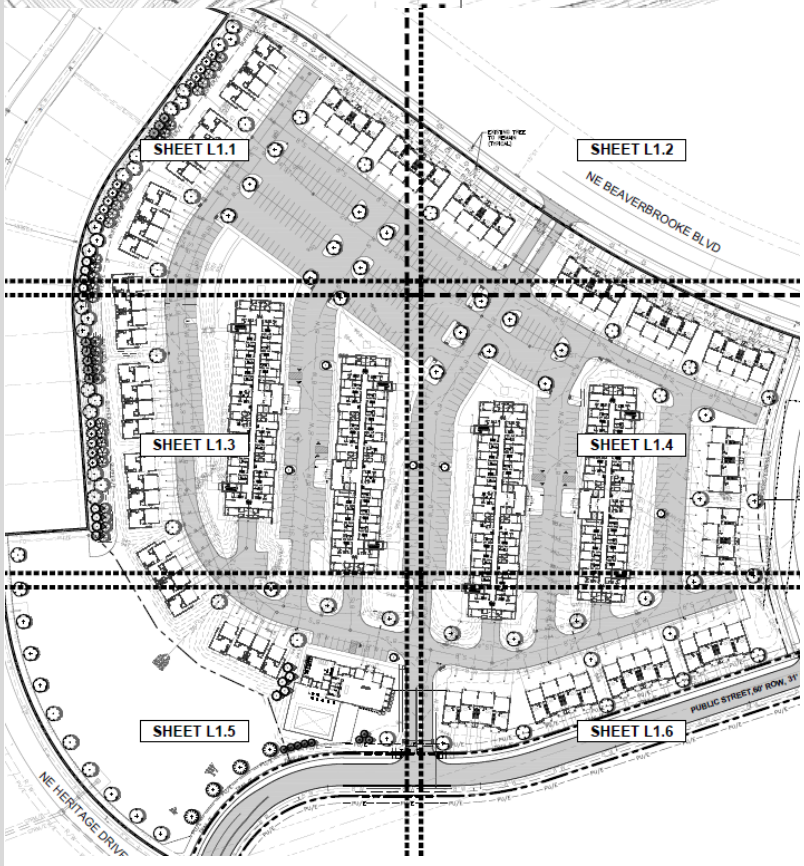
Trees will be provided within parking lot islands and along the street frontages.

The existing berm and landscape plantings along NE Beaverbrooke Blvd will remain in place.

Utilities Map



Landscaping Plan



Architecture

BUILDING ELEVATIONS

Apartment Buildings

The multi-family buildings will be 4 stories in height and utilize vertical and horizontal siding, Hardie architectural panel, brick, and stone. The main entrance feature includes a large glazed wall and arched roof line. All above-ground units will provide balconies and ground units will have patios. The underground parking garage entrances will be located on the south sides of the buildings.



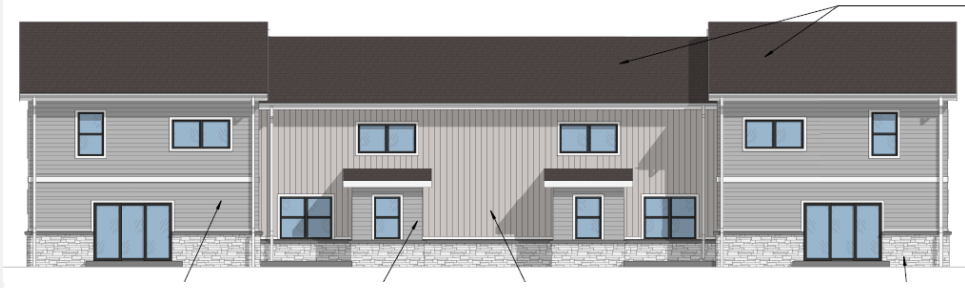
4 SCHEMATIC - FRONT ELEVATION

SCALE: 1/8" = 1'-0"



Townhome Buildings

The buildings utilize vertical and horizontal siding, Hardie architectural panel, brick, and stone. The front façade elevation for the interior units needs to be revised to provide 30% masonry as required by the PUD.



Two elevation packages will be provided to ensure there is variation between the buildings and to meet PUD requirements.

Units along street frontage will have front porches facing the street and garages in the rear.

Clubhouse

The clubhouse is constructed of utilize vertical and horizontal siding, brick, and stone to match the multi-family and townhome buildings.



LIGHTING

Lighting details yet to be provided. All fixtures will be decorative.



Conclusion

STAFF RECOMMENDATION

Staff recommends approval of the Hope District Apartments Site Plan.

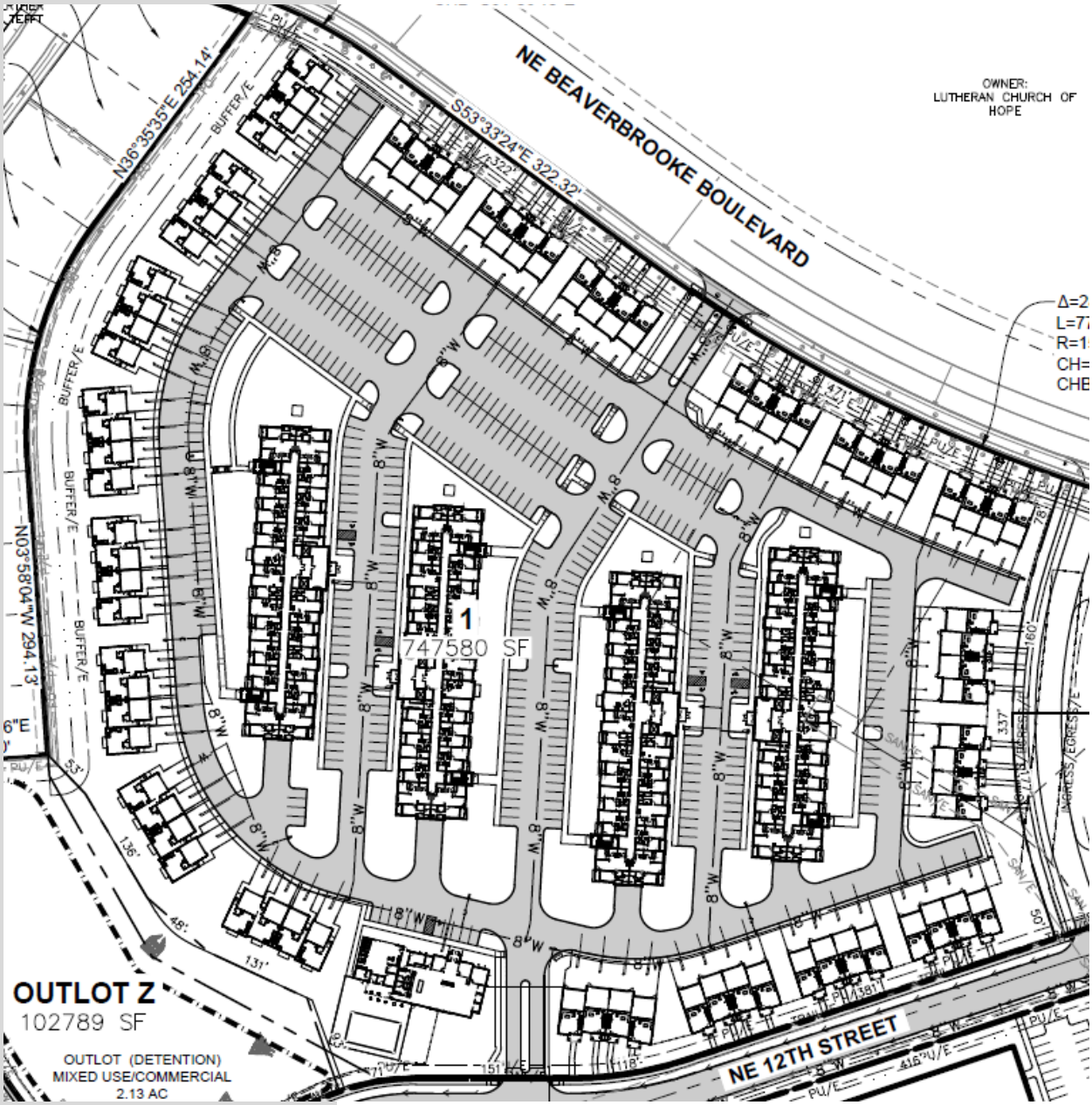
Conclusion

The site plan includes 4 multi-family buildings, 20 townhome buildings, and clubhouse for a total of 400 dwelling units.

The development will be entirely private and will be gated.

Many site details are missing at this time such as fencing, railings, lighting, and mailboxes. However, these details should not principally change the site plan layout.

The front façade elevation for the interior units needs to be revised to provide 30% masonry as required by the PUD.



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

~~May 24, 2023~~
June 13, 2023

Civil Design Advantage
Attn: Josh Trygstad
4121 NW Urbandale Drive
Urbandale, IA 50322

RE: Hope District Apartment

Dear Mr. Trygstad:

The Development Services Department is in receipt of a proposed Site Plan for the Hope District Apartments. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

1. ~~Address notes from Preliminary Plat review.~~

2. ~~Provide IDNR permits for sanitary and water.~~

3. Provide geotechnical report. The Geotech report we have for Hope Commercial Plat 4 does not cover this area. Is there another report? Please provide report.

4. ~~Project as-builts required at completion of project.~~

5. ~~Provide quantities tab. Please provide for private utilities.~~

6. ~~Switch watermain to the south side of the public street and storm sewer to the north side of the street.~~

7. ~~Sanitary and water will be private.~~

8. ~~Update Utility colors to fit APWA Uniform Color Code.~~

9. ~~Remove hydrant coverage from Grading Plan, Erosion Control Plan, and Landscape Plan~~

10. ~~Will the turning radi allow for large vehicles?~~

~~11. Include stabilization/seeding plan.~~

12. Include Filled out SWPPP checklist when submitting the SWPPP. Attached. Please provide.

13. Label all critical crossings. Please label.

14. Need a gate detail, including any sort of access control pedestal. Please provide.

15. How will trash be handled for the townhomes and clubhouse? Please label the trash storage location and provide screening details for clubhouse.

16. Accommodation for recycling will be required for all rental units. How? Will dumpsters be provided, or will there be an internal recycling shoot? Nothing has been shown in the preliminary building plans. Staff suggests looking into this now to ensure appropriate accommodation can be made. If dumpster enclosures need to be provided in the parking lot, we will need to make sure they are incorporated into the site plan now.

~~17. Need to develop a grading plan with slopes that can be maintained and mowed. Nothing over 4:1.~~

18. Need a parking plan detail for the underground parking. Does the door open automatically or with key card/pin code? Provide detail for access control pedestal. Staff verifying building plans.

~~19. Provide public improvements drawings.~~

~~20. Streetlight at the new entrance off NE Beaverbrooke needs to be relocated.~~

~~21. Need building elevations.~~

22. Need lighting plan. Please provide.

23. Need all the site details. Please provide details for fencing, gates, enclosures, railings, stairs, mailbox, non-typical utility details, signage, bike racks, etc.

~~24. Provide complete utilities plan.~~

~~25. How are the units along the N-S road between the MU and CM area served with sanitary?~~

~~26. How will the utilities be provided to the townhome units? Individual services?~~

~~27. Townhomes buildings 8000 sf or larger will require sprinklers. Area include all floors, basements, and garages.~~

28. Provide ramp grading details. Please provide. Details not provided.

29. How do the rear yards of the SF units to the west outlet into the basin? Provide spot elevations to ensure the receiving grades correspond to the as-built provided. In order for the single-family lot to have 2% grade, the south property line needs to be at least 938.4 as shown in the as-built provided. The Hope Apartments site plan needs to provide a grade at 938.4 or lower. The single-family lot will regrade their own property.



~~30. Do you anticipate signage? If so, show on plans and detail.~~

~~31. Staff is evaluating if a third access point is needed for emergency response.~~

~~32. Where are the mechanicals for the units to be located? Please confirm location for multi-family units.~~

33. Need details for mailboxes. Please provide.

34. How will the pedestrian access points interact with the fence? Will gates be provided? Label gate locations and widths.

~~35. Label slopes on swale areas. Adjust slopes to 2% minimum or provide subdrain and details.~~

~~36. Provide stair details. Please provide.~~

37. Staff has concerns about the ground floor units and steep slopes. Addressing the grade issues as noted above will help to mitigate this. If no resolution, they may need to consider railing. The walk-out units at the west multi-family building do not have a flat graded area outside of their unit. Staff has concerns that the area is unusable and safety concerns. We've seen incidents in town where residents have fallen down sloped areas like this. Provide a note on the site plan showing the locations and note to refer to architectural plans.

~~38. Site plan shows 3 sets of doors for multi-family units, while floorplans show 2, please update.~~

~~39. Need spot elevations for all townhome sidewalks to public sidewalks. Please provide stair details.~~

40. Provide a construction phasing plan. Please provide.

41. Staff recommends providing bike parking accommodations. Label locations and provide detail. Bike storage not shown in preliminary underground parking plan.

42. Have transformer locations been coordinated with Mid Am? Locations will need to be approved and site plan updated prior to installation.

43. Provide ADA parking grades, slopes, and cross slopes.

44. Construction schedule says completion is Fall 2023, please update the timeline to approximately reflect phasing plan.

45. Separate NPDES permit will be required. Provide SWPPP.

Cover Sheet:

~~1. Update the building height to 4 stories for multi-family and 3 stories for townhomes.~~

2. Update required townhome parking to match the townhome provided parking counts (160 standard and 160 covered). Each unit has 2-car garage and two car driveway (4 spaces per unit). Update townhome required parking to match townhome provided parking.

TOWNHOMES:	
GARAGE (2 PER UNIT):	160 SPACES
DRIVEWAY (2 PER UNIT):	160 SPACES
	320 SPACES

3. Provide visitor parking calculations for townhomes and multi-family. Update required townhome visitor parking to 1/5 units (80/5=16). Update required apartment visitor parking calculation 1/5 units (320/5=64).

Sheet 2:

1. ~~Update City of Grimes Standard Notes.~~

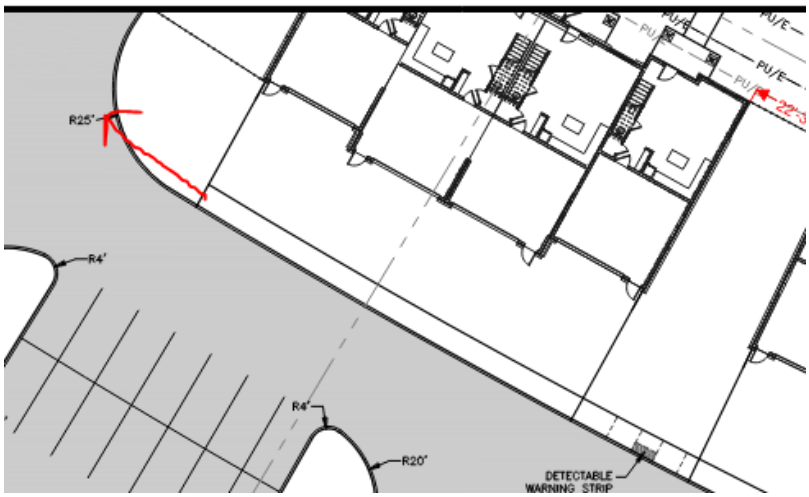
2. ~~Show sidewalk and trail along the public streets.~~

Sheet 2.3:

1. ~~The 5 parking spaces in the driveway into the underground garage doesn't seem practical.~~

Sheet 2.4:

1. ~~Please provide ramp to location below to provide connection to/from the public sidewalk.~~



Sheet 2.5:

1. ~~Shift the pool/patio 5' from the property line.~~

Sheet 3:

1. ~~Add to pavement thickness note 8" in ROW.~~

2. Provide forebays within ponds.

3. Provide emergency overflow on ponds.

Sheet 3.1:

1. Provide spot elevations, slopes, cross slopes for stairs and sidewalk on the west side of the west building.

Sheet 3.3

1. Provide spot elevations, slopes, cross slopes for stairs and sidewalk on the west side of the west building.

Sheet 11-16:

1. ~~Landscaping will need to be shifted out of the bottom of the swale along the west property line.~~

Sheet C4.0:

1. ~~How will the parking lot drain?~~

2. ~~Include sediment controls.~~

    a. ~~Perimeter~~
    b. ~~Pond outlet~~
    c. ~~Pond~~
    d. ~~Stockpile and protection~~
    e. ~~Intakes~~
        i. ~~Interior~~
        ii. ~~exterior~~
    f. ~~Overland flowage~~

3. ~~All slopes 3:1 or greater will need RECP installed with stabilization measures.~~

4. ~~Include Staging Area & construction entrance.~~

5. ~~Include stockpile locations.~~

6. ~~Include temporary and final stabilization quantities.~~

7. ~~Label all discharge points.~~

8. ~~Update sheet numbers to reflect proper sheets. (Erosion and Sediment Control Plan is on 4.0 and sections should be 4.1-4.9 instead of 5.1-5.9)~~

9. ~~Include sediment controls around all area intakes~~

10. ~~Include perimeter controls on all perimeters.~~

11. ~~Include controls to protect basins.~~

12. ~~Include outlet protection at all basins.~~

Sheet 4.1-4.9:

1. Change symbology for the controls to stand out from other details. Hard to see ditch checks.

2. Include standpipes in pond outlets and standpipe details.

3. Provide forebays within ponds.

4. Provide emergency overflow on each pond.

Sheet C5.0:

1. The apartment buildings and the clubhouse shall have a Knox Box installed near the front entrance to the building per Section 506.1 of the City of Grimes Fire Code. Knox box will also be required for the gates. Label knox box locations for the gates. Locations not added.

2. ~~The plans do not depict fire department connections for the apartment buildings nor the clubhouse. They will be required as the buildings will need to be sprinklered.~~

3. ~~The hydrant spacing does not meet the requirements of Section 507.5.1 of the City of Grimes Fire Code. Staff is verifying hydrant coverage.~~

4. ~~The East apartment building does not have any hydrants within 150 feet of the East side of it.~~

5. ~~Parking is not permitted in front of fire hydrants per Section 507.5.4 of the City of Grimes Fire Code.~~

6. ~~Please adjust drive aisle widths to 26' width for outriggers.~~

7. ~~For aerial apparatus access, the building needs to be between 15 and 30 feet from the access road on at least one side. It looks like the buildings are about 40 feet or so away from the access road on both sides. The issue here would be difficulty for our 75-foot ladder to reach the roof. Please shift the building to one side to be within 30 feet.~~

8. ~~Due to the grade from the parking lot to the top of the building, ensure that ladder access can be provided.~~

Sheet L1.0:

9. ~~Demonstrate that the existing landscaping along Beaverbrooke meets the PUD requirements.~~

10. ~~Including foundation plantings for all units and clubhouse. For units along Beaverbrooke and NE 12th St, please provide some foundation landscaping to provide uniformity along the public street. If no plantings are provided some units may choose to install plantings while others may not. Some plantings would help provide consistency.~~

11. ~~Need additional landscaping around multi-family units.~~

12. ~~All areas to be sodded.~~

13. ~~Landscaping along NE Heritage should be outside of the fence.~~

Townhomes Architecture:

1. Is the Hardie panel included in the siding or masonry calculation? Please separate the material calculations by each material. Please update the legend to include Hardie panel in the siding calculations.

NORTH (LEFT)		
Elev Calcs_Glazing	352 SF	9.7%
Elev Calcs_Masonry/Stone	1,082 SF	29.7%
Elev Calcs_Siding /**Hardie panel**	2,213 SF	60.7%
	3,647 SF	100.0%

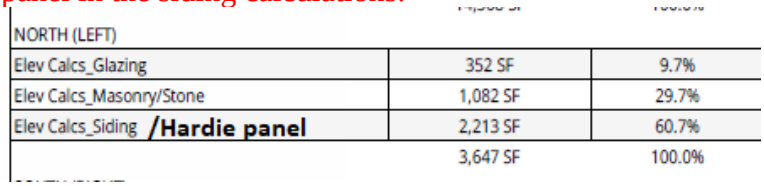
2. The PUD requires the townhomes groups to provide variation. Staff recommends 2 or 3 façade options. The façade options need to provide a different design/theme by modifying a minimum of two of the following: façade materials/colors, roofline, pitches, dormers, porch location, location/proportion/style of garage doors. The elevations need to incorporate another change to meet the PUD requirements.

3. Provide a plan labeling what elevation will be provided for each building in the development.

4. Please revise the interior townhome elevations to provide 30% masonry on the front facade.

Multi-Family Architecture:

1. Is the Hardie panel included in the siding or masonry calculation? Please separate the material calculations by each material. Please update the legend to include Hardie panel in the siding calculations.



NORTH (LEFT)		
Elev Calcs_Glazing	352 SF	9.7%
Elev Calcs_Masonry/Stone	1,082 SF	29.7%
Elev Calcs_Siding /Hardie panel	2,213 SF	60.7%
	3,647 SF	100.0%

Clubhouse Architecture:

~~1. Provide elevations for review.~~

SWMP:

1. SWMP is in review. The construction drawings were needed to complete the review. Comments will be provided.

2. Please provide a separate Master SWMP for the PP and either provide separate SWMP for CDs and site plan or combine SWMP for CD and site plan. Preference would be to have three separate SWMPs to be consistent with other projects in town. The Master SWMP that was originally submitted addressed requirements so a final signed Master SWMP could be provided.

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE: May 31, 2023
(1 PDF of Site plan with Elevation Plan included)

PLANNING & ZONING: July 5, 2023 at 5:30

COUNCIL MEETING: July 25, 2023 at 5:30

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner

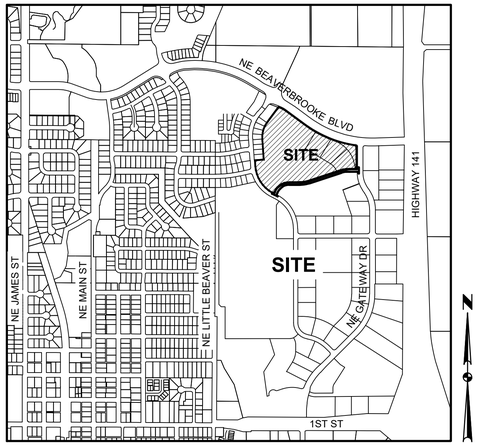
SITE PLAN FOR:

HOPE DISTRICT APARTMENTS

GRIMES, IOWA

VICINITY MAP

1"=500'



GRIMES, IOWA

OWNER/APPLICANT

HOPE K FARMS LLC
1548 S 45TH ST
WEST DES MOINES, IA 50265-5765
CONTACT: REZA KARGARZADEH
EMAIL: RKARGARZ@EPCMFG.COM

CIVIL ENGINEER

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH. (515) 369-4400
FX. (515) 369-4410
CONTACT: JOSH TRYGSTAD
EMAIL: JOSHT@CDA-ENG.COM

SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: MIKE BROONER
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH. (515) 369-4400
FX. (515) 369-4410

DATE OF SURVEY

02/14/2020

BENCHMARKS

BURY BOLT ON HYDRANT @ SE CORNER OF HWY 44 & SE GATEWAY DRIVE
ELEVATION=940.44

CITY BENCHMARK G6J-012
CAP BOLT ON HYDRANT @ SW CORNER 5TH ST & NORTH LITTLE BEAVER DR.
ELEVATION=926.02

CITY BENCHMARK G6N-004
CAP BOLT ON FIRE HYDRANT AT THE SOUTHWEST CORNER OF NORTH 4TH STREET AND NORTH LITTLE BEAVER DRIVE
ELEVATION=927.36

SUBMITTAL DATES

FIRST SUBMITTAL:	05/09/2023
SECOND SUBMITTAL:	05/30/2023
THIRD SUBMITTAL:	06/20/2023

PROPERTY DESCRIPTION

LOTS 18 THROUGH 23, HOPE COMMERCIAL PLAT 4, AN OFFICIAL PLAT AND OUTLOT 'T', HERITAGE AT GRIMES PLAT 2, AN OFFICIAL PLAT, ALL IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

ZONING

R-4 HOPE COMMERCIAL PUD
(PLANNED UNIT DEVELOPMENT)

DEVELOPMENT SUMMARY

LOT AREA: 17.23 ACRES (750,539 SF)

SETBACKS:

FRONT YARD:	25' BEAVERBROOKE DRIVE
FRONT YARD:	0' HERITAGE DRIVE
REAR YARD:	25'
SIDE YARD:	10' (EXTERNAL)
SIDE YARD:	0' (INTERNAL)

PARKING: 10' FROM ROW. 5' FROM INTERNAL LOT LINE UNLESS A SHARED DRIVE IS PROVIDED

BUILDING HEIGHT: THE MAXIMUM HEIGHT OF ANY STANDALONE MULTIFAMILY BUILDING SHALL BE FOUR (4) STORIES AND TOWNHOMES SHALL BE THREE (3) STORIES ABOVE GRADE, FIFTY-FIVE (55-FEET) FEET.

PARKING SUMMARY

REQUIRED	
APARTMENTS (1 PER UNIT):	320 SPACES
COVERED PARKING (0.5 PER UNIT):	160 SPACES
VISITOR PARKING (NOT APPLICABLE)	0 SPACES
	480 SPACES
TOWNHOMES (2 PER UNIT):	160 SPACES
VISITOR PARKING (1 PER 5 UNITS):	50 SPACES
SITE GRAND TOTAL:	690 SPACES
PROVIDED	
APARTMENTS:	
STANDARD SURFACE LEVEL:	403 SPACES
ACCESSIBLE SURFACE LEVEL:	9 SPACES
STANDARD UNDERGROUND:	160 SPACES
ACCESSIBLE UNDERGROUND:	4 SPACES
	576 SPACES
TOWNHOMES:	
GARAGE (2 PER UNIT):	160 SPACES
DRIVEWAY (2 PER UNIT):	160 SPACES
	320 SPACES
SITE GRAND TOTAL:	896 SPACES
UNIT COUNT	
APARTMENTS:	320 UNITS
TOWNHOMES:	80 UNITS
ACCESSIBLE SPACES SUMMARY	
UNDERGROUND SPACES PROVIDED PER APARTMENT BUILDING:	41 SPACES
ACCESSIBLE SPACES REQUIRED PER UND. SPACES:	1 SPACE
TOTAL SITE UNDERGROUND ACCESSIBLE SPACES REQUIRED:	4 SPACES
TOTAL UNDERGROUND ACCESSIBLE SPACES PROVIDED:	4 SPACES
TOTAL SURFACE LEVEL SPACES PROVIDED:	412 SPACES
TOTAL ACCESSIBLE SPACES REQUIRED:	9 SPACES
TOTAL ACCESSIBLE SPACES PROVIDED:	9 SPACES

CONSTRUCTION SCHEDULE

ANTICIPATED START DATE = SUMMER 2023
ANTICIPATED COMPLETION = FALL 2023

FLOOD ZONE CLASSIFICATION

SUBJECT PROPERTY IS LOCATED IN ZONE 'A' AS SHOWN ON THE FLOOD INSURANCE RATE MAPS FOR THE CITY OF GRIMES, POLK COUNTY, IOWA, COMMUNITY PANEL 160 OF 555 MAP NUMBER 19153C0160F WITH A REVISION DATE OF FEBRUARY 1, 2019.

NOTE:
FLOODPLAIN PERMIT IS REQUIRED.

INDEX OF SHEETS

NO.	DESCRIPTION
C0.0	COVER SHEET
C1.0	TOPOGRAPHIC SURVEY/DEMOLITION PLAN
C2.0-C2.6	DIMENSION PLAN
C3.0-C3.6	GRADING PLAN
C3.6A-C3.6C	GRADING PLAN DETAILS
C4.0-C4.9	EROSION AND SEDIMENT CONTROL PLAN
C5.0-C5.6	UTILITY PLAN
C5.6A-C5.6C	UTILITY PLAN DETAILS
L1.0-L1.6	LANDSCAPE PLAN
C6.0	DETAILS

IOWA ONE CALL
1-800-292-8989
www.iowaonecall.com
811 Know what's below. Call before you dig.

UTILITY WARNING

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN.

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE, URBANDALE, IOWA 50322
PH: (515) 369-4400 Fax: (515) 369-4410

PROJECT NO. 2205.357

GENERAL LEGEND

PROPOSED

PROPERTY BOUNDARY	
PROJECT LIMITS	
GRADING LIMITS	
SECTION LINE	
CENTER LINE	
RIGHT OF WAY	R/W
BUILDING SETBACK	
PERMANENT EASEMENT	P/E
TEMPORARY EASEMENT	T/E
TYPE SW-501 STORM INTAKE	
TYPE SW-502 STORM INTAKE	
TYPE SW-503 STORM INTAKE	
TYPE SW-505 STORM INTAKE	
TYPE SW-506 STORM INTAKE	
TYPE SW-512 STORM INTAKE	
TYPE SW-513 STORM INTAKE	
TYPE SW-401 STORM MANHOLE	
TYPE SW-402 STORM MANHOLE	
FLARED END SECTION	
TYPE SW-301 SANITARY MANHOLE	
STORM/SANITARY CLEANOUT	
WATER VALVE	
FIRE HYDRANT ASSEMBLY	
SIGN	
DETECTABLE WARNING PANEL	
WATER CURB STOP	
SANITARY SEWER	
SANITARY SERVICE	S
STORM SEWER	
STORM SERVICE	ST
WATERMAIN WITH SIZE	8"W
WATER SERVICE	W
SAWCUT (FULL DEPTH)	
SILT FENCE	
USE AS CONSTRUCTED	(UAC)
MINIMUM PROTECTION ELEVATION	MPE
TOP OF WALL	TW
FINISH GRADE AT WALL	FGW
FORM GRADE	FG
TOP OF CURB	TC
FINISH GRADE AT HYDRANT	FGH
FIELD LIGHTS (BY OTHERS)	o
LIGHT POLES (REFER TO ELEC. PLAN)	

EXISTING

SANITARY MANHOLE	S
WATER VALVE BOX	W
FIRE HYDRANT	
WATER CURB STOP	CS
WELL	WELL
STORM SEWER MANHOLE	ST
STORM SEWER SINGLE INTAKE	
STORM SEWER DOUBLE INTAKE	
FLARED END SECTION	
DECIDUOUS TREE	
CONIFEROUS TREE	
DECIDUOUS SHRUB	
CONIFEROUS SHRUB	
ELECTRIC POWER POLE	
GUY ANCHOR	
STREET LIGHT	
POWER POLE W/ TRANSFORMER	
UTILITY POLE W/ LIGHT	
ELECTRIC BOX	E
ELECTRIC TRANSFORMER	E
ELECTRIC MANHOLE OR VAULT	E
TRAFFIC SIGN	
TELEPHONE JUNCTION BOX	T
TELEPHONE MANHOLE/VAULT	T
TELEPHONE POLE	
GAS VALVE BOX	GV
CABLE TV JUNCTION BOX	TV
CABLE TV MANHOLE/VAULT	TV
MAIL BOX	M
BENCHMARK	BM
SOIL BORING	SB
UNDERGROUND TV CABLE	TV
GAS MAIN	G
FIBER OPTIC	FO
UNDERGROUND TELEPHONE	T
OVERHEAD ELECTRIC	OE
UNDERGROUND ELECTRIC	E
FIELD TILE	TILE
SANITARY SEWER W/ SIZE	8"S
STORM SEWER W/ SIZE	15"ST
WATER MAIN W/ SIZE	8"W

THE CONTRACTOR IS REQUIRED TO COORDINATE ALL WORK WITH OTHER CONSTRUCTION PROJECTS IN THE VICINITY. INCLUDING ADJACENT PROPERTY OWNERS PRIVATE CONTRACTORS AND ADDITIONAL BID PACKAGES ASSOCIATED WITH THE HOPE COMMERCIAL PLAT 6 PROJECT.

REFER TO TERRACON GEOTECHNICAL ENGINEERING REPORT NO. 08195021-03 FOR GEOTECHNICAL REQUIREMENTS.

ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC R.O.W.

THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2 AND CITY OF GRIMES GRADING PERMIT. THE CONTRACTOR SHALL APPLY FOR THE IOWA NPDES PERMIT #2. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING THE SWPPP THROUGHOUT CONSTRUCTION AND MEETING LOCAL, STATE AND FEDERAL REQUIREMENTS.

THE 2023 EDITION OF THE SUDAS STANDARD SPECIFICATIONS, THE PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.

LICENSED PROFESSIONAL ENGINEER JOSHUA A. TRYGSTAD 19228 IOWA

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

PRELIMINARY NOT FOR CONSTRUCTION

JOSHUA A. TRYGSTAD, P.E. DATE

LICENSE NUMBER 19228
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS C0.0-C6.0

HOPE DISTRICT APARTMENTS - 2205.357

FILE: N:\2023\2205357\DWG\2205357-SITE COVER.DWG
PLOT DATE: 6/20/23
PLOTTED BY: TYLER CHAPP
DATE PLOTTED: 6/20/2023 4:35 PM
COMMENT: ENG



DEMOLITION NOTES

1. PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER OR ENGINEER AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
2. PRIOR TO DEMOLITION, CONTRACTOR SHALL NOTIFY IN WRITING (48 HRS NOTICE) THE FOLLOWING:
   A. CITY
   B. APPROPRIATE UTILITY COMPANIES
   C. OWNER
   D. CIVIL DESIGN ADVANTAGE
   E. ARCHITECT
3. DO NOT DISTURB EXISTING UTILITIES UNLESS OTHERWISE NOTED. COORDINATE REMOVAL OR ABANDONMENT OF ALL UTILITIES WITH THE APPROPRIATE UTILITY SUPPLIER AND REGULATORY AGENCIES.
4. PROTECT EXISTING UTILITIES THAT ARE TO REMAIN. THE LOCATIONS OF ALL UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING RECORDS. THE EXACT LOCATION AND ELEVATION OF ALL UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLAN MAY BE PRESENT.
5. BACKFILL ALL EXCAVATIONS WITH COHESIVE MATERIAL COMPACTED TO 95% MAXIMUM STANDARD PROCTOR DRY DENSITY AND MOISTURE RANGE OF OPTIMUM MOISTURE TO 4% ABOVE OPTIMUM MOISTURE. TESTING OF BACKFILL TO BE BY A GEOTECHNICAL ENGINEER EMPLOYED BY THE OWNER. IN THE EVENT OF A TEST FAILURE, ANY RETESTING SHALL BE PAID FOR BY THE CONTRACTOR.
6. FIELD VERIFY EXISTING GRADES AND LOCATION OF EXISTING UTILITIES, CONDUIT, LINES, POLES, TREES, PAVING, BUILDING AND OTHER SITE FEATURES PRIOR TO DEMOLITION AND IMMEDIATELY INFORM THE ENGINEER AND/OR OWNER OF ANY DISCREPANCIES.
7. DEMOLITION NOTES AS SHOWN ON THE PLAN ARE NOT ALL INCLUSIVE. CONTRACTOR TO ABANDON IN PLACE OR REMOVE AND DISPOSE OF ALL EXISTING SITE IMPROVEMENTS ABOVE AND BELOW GROUND TO COMPLY WITH THE GENERAL INTENT OF THIS DOCUMENT.
8. ALL CONSTRUCTION/DEMOLITION DEBRIS SHALL BE DISPOSED OF OFFSITE IN FULL COMPLIANCE WITH CURRENT ENVIRONMENTAL REGULATIONS.
9. CONSTRUCTION LIMITS SHALL BE CONFINED TO THE SITE BOUNDARY AS NOTED. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
10. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.

TRAFFIC CONTROL NOTES

1. ALL APPLICABLE CITY PERMITS, INCLUDING BUT NOT LIMITED TO CLOSURE PERMITS, SHALL BE OBTAINED PRIOR TO ANY CONSTRUCTION WITHIN CITY R.O.W. OR LANE CLOSURES.
2. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
3. PERMANENT SIGNING THAT CONVEYS A MESSAGE CONTRARY TO THE MESSAGE OF TEMPORARY SIGNING AND NOT APPLICABLE TO THE WORKING CONDITIONS SHALL BE COVERED BY THE CONTRACTOR WHEN DIRECTED BY THE CITY.
4. THE CONTRACTOR SHALL COORDINATE HIS TRAFFIC CONTROL WITH OTHER CONSTRUCTION PROJECTS IN THE AREA.
5. SIDEWALK CLOSED SIGNS REQUIRED FOR ALL SIDEWALK CLOSURES.
6. THE CONTRACTOR IS CAUTIONED NEITHER TO OBSTRUCT NOR REMOVE ANY EXISTING PAVEMENT, NOR TO DISTURB THE EXISTING TRAFFIC PATTERNS MORE THAN IS NECESSARY FOR THE PROPER EXECUTION OF THE WORK.
7. ALL SIGNING AND LANE STRIPING WILL NEED TO COMPLY WITH MUTCD. MAINTENANCE AND REPLACEMENT OF THE SIGNING AND STRIPING WILL BE THE RESPONSIBILITY OF THE APPLICANT.

SCALE
0' 40' 80' 160'

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023

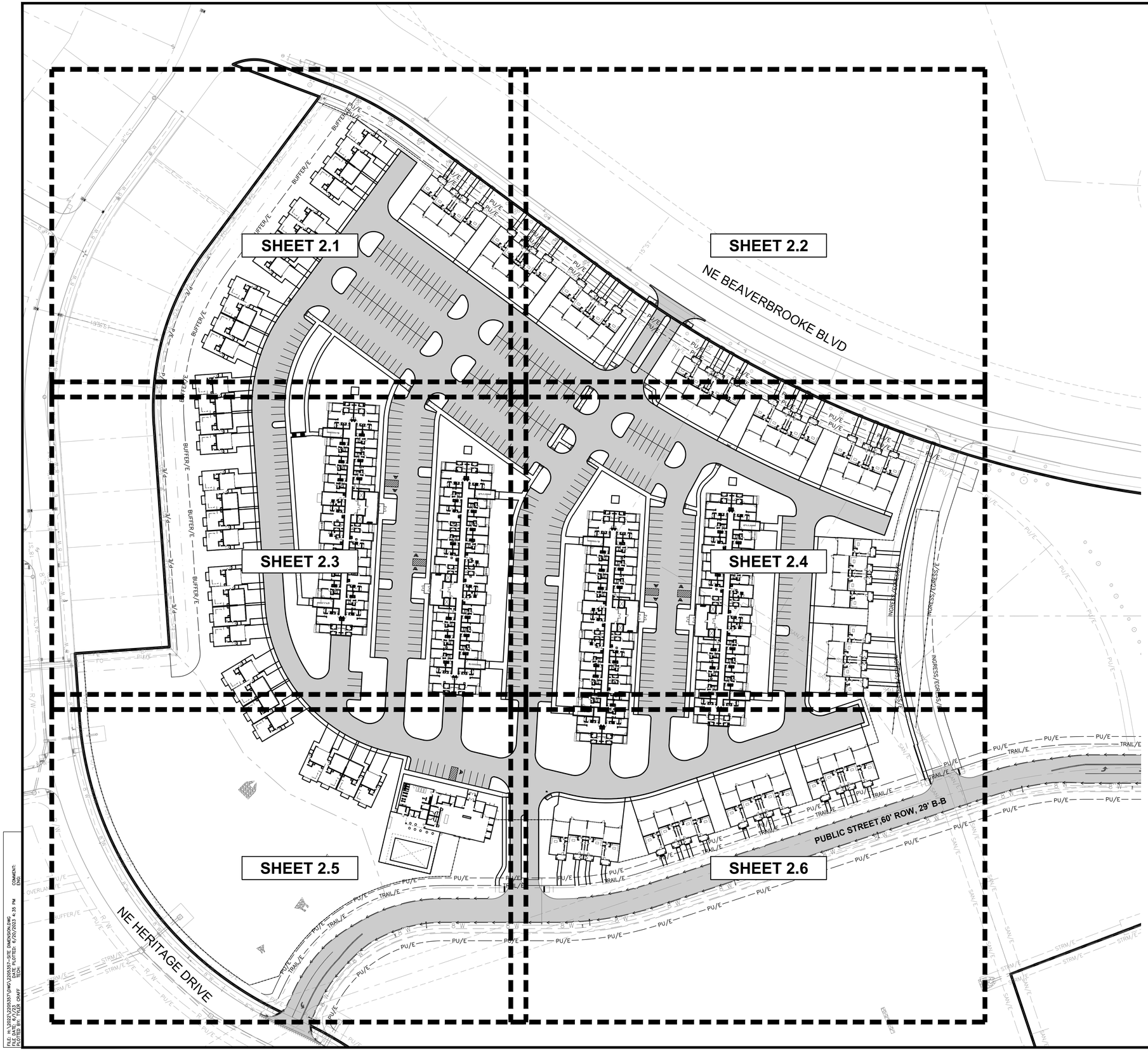
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: TECH:
CIVIL DESIGN ADVANTAGE

HOPE DISTRICT APARTMENTS
TOPOGRAPHIC SURVEY/DEMOLITION PLAN
GRIMES, IOWA

C1.0

2205357

FILE: P:\2022\2205357\DWG\2205357-SITE_COVER.DWG
FILE DATE: 6/20/23
PLOTTED BY: HEIDI CROFT
DATE PLOTTED: 6/20/2023 4:35 PM
COMMENT:
DISC
TECH:



PAVEMENT NOTES

1. ALL PAVEMENT WORK, PUBLIC OR PRIVATE SHALL BE DONE IN ACCORDANCE WITH SUDAS STANDARDS SPECIFICATIONS.
2. SIDEWALKS, DRIVEWAYS, DRIVE LANES WITHIN PARKING AND PARKING SPACES SHALL BE CLASS C PORTLAND CEMENT CONCRETE (P.C.C.) COARSE AGGREGATE FOR P.C.C. CONSTRUCTION SHALL BE CLASS 3 DURABILITY.
3. PLACE 3/4 INCH EXPANSION JOINT BETWEEN ALL P.C.C. PAVEMENT/SIDEWALKS AND BUILDING. PLACE 1/2 INCH EXPANSION JOINT BETWEEN SIDEWALKS AND P.C.C. PAVEMENT.
4. PAVEMENT THICKNESS:

SIDEWALKS	4" P.C.C.
SHARED USE PATH	5" P.C.C.
TRAIL	6" P.C.C.
SIDEWALK RAMPS	6" P.C.C.
STANDARD DUTY PAVING	6" P.C.C.
MEDIUM DUTY PAVING	7" P.C.C.
HEAVY DUTY PAVING/TRASH ENCLOSURE	8" P.C.C.
HEAVY DUTY PAVING/ WITHIN R.O.W.	8" P.C.C.

SIGN LEGEND

01 ACCESSIBLE PARKING SIGN (R7-8)

02 VAN ACCESSIBLE PARKING SIGN (R7-8A)

03 STOP SIGN (R1-1)

GENERAL NOTES

1. THE 2023 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL COMPLY WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
4. PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER, ENGINEER, AND/OR ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
5. ONE WEEK PRIOR TO CONSTRUCTION WITHIN CITY R.O.W. OR ANY CONNECTION TO PUBLIC SEWERS CONTRACTOR SHALL NOTIFY THE CITY'S CONSTRUCTION DIVISION.
6. ALL CONSTRUCTION WITHIN PUBLIC R.O.W./ EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE CITY'S STANDARDS.
7. ALL DIMENSIONS ARE TO BACK OF CURB, BUILDING FACE OR PROPERTY LINE UNLESS OTHERWISE NOTED.
8. CONTRACTOR TO VERIFY BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.
9. PLACE 3/4 INCH EXPANSION JOINT BETWEEN ALL P.C.C. PAVEMENT/SIDEWALKS AND BUILDING. PLACE 1/2 INCH EXPANSION JOINT BETWEEN SIDEWALKS AND P.C.C. PAVEMENT.
10. REMOVE ALL DEBRIS SPILLED INTO R.O.W. AT THE END OF EACH WORK DAY.
11. ALL PROPERTY PINS SHALL BE PROTECTED FROM GRADING OR OTHER OPERATIONS. ANY PINS DISTURBED SHALL BE RESET AT THE CONTRACTOR'S EXPENSE.
12. DO NOT STORE CONSTRUCTION MATERIALS AND EQUIPMENT IN THE RIGHT OF WAY.
13. THE CONTRACTOR SHALL NOT DISTURB DESIRABLE GRASS AREAS AND DESIRABLE TREES OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK OR SERVICE VEHICLES AND EQUIPMENT OR USE THESE AREAS FOR STORAGE OF MATERIALS. STORAGE, PARKING AND SERVICE AREAS WILL BE SUBJECT TO THE APPROVAL OF THE OWNER.
14. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY AREAS OF PAVEMENT OR SIDEWALK NOT TO BE REMOVED THAT IS DAMAGED DUE TO OPERATING EQUIPMENT ON THE PAVEMENT OR SIDEWALK.
15. THE CONTRACTOR MAY BE REQUIRED TO PLACE TEMPORARY WARNING DEVICES AND SAFETY FENCE AT CERTAIN LOCATIONS WHERE REPLACEMENT FEATURES ARE NOT INSTALLED THE SAME DAY, AS DIRECTED BY THE ENGINEER OR THE CITY.
16. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK BETWEEN SUPPLIERS AND SUBCONTRACTORS INVOLVED IN THE PROJECT, INCLUDING STAGING OF CONSTRUCTION DETAILS.
17. CONCRETE REMOVAL FOR DRIVEWAY APPROACHES SHALL BE REMOVED TO THE NEAREST TRANSVERSE JOINT. CONTRACTOR SHALL VERIFY REMOVAL LIMITS WITH CITY'S CONSTRUCTION INSPECTOR PRIOR TO ANY CONCRETE REMOVAL.
18. ALL PERMITS AND ADDITIONAL FEES REQUIRED TO COMPLETE THE WORK SHALL BE INCLUDED IN THE CONTRACTOR BID.

CITY OF GRIMES STANDARD NOTES FOR PUBLIC IMPROVEMENTS

GENERAL NOTES:

A. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT VERSION OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) FOR PUBLIC IMPROVEMENTS ON THE DATE OF APPROVAL AND THE CITY OF GRIMES SUPPLEMENTAL SPECIFICATIONS.
B. A PRECONSTRUCTION MEETING IS REQUIRED PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THIS MEETING. CONTACT THE CITY OF GRIMES BUILDING DIVISION (515.986.4050).
C. ALL PERMITS (IDNR, NPDES, IDOT, ARMY CORP., ETC.) SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION.
D. PROVIDE THE CITY OF GRIMES WITH RECORD DRAWINGS (AS-BUILTS) OF ALL IMPROVEMENTS AND EASEMENTS AS PER CITY COMMERCIAL AS-BUILT POLICY.
E. THE RECORD DRAWINGS SHOULD INCLUDE A CERTIFIED GRADING SHEET AND AS-BUILT PLANS OF ALL STORMWATER MANAGEMENT FACILITIES ON SITE WITH A CERTIFICATION STATEMENT SIGNED BY THE DESIGN ENGINEER INDICATING THAT THE FACILITIES WERE CONSTRUCTED AS DESIGNED.
F. RECORD DRAWINGS TO INCLUDE ONE ELECTRONIC FILE IN .DWG AND .PDF FILE EXTENSIONS.
G. TYPICAL BUILDING SERVICE LAYOUT TO REFLECT THE CITY'S SERVICE ORDER FROM LEFT TO RIGHT FACING THE LOT SANITARY, WATER, SUMP. MARK THE ENDS OF SERVICES WITH A STEEL FENCE POST AND PAINT GREEN FOR SANITARY, BLUE FOR WATER, AND WHITE FOR STORM. MARK THE ENDS OF SANITARY AND SUMP WITH A 2 X 4 FROM END OF PIPE TO 2' ABOVE GRADE.
H. A KNOX BOX IS REQUIRED BY THE FIRE DEPARTMENT.
I. ALL SITE LIGHTING SHALL NOT SPILL ONTO ADJACENT PROPERTIES OR RIGHTS-OF-WAY.
J. PROVIDE A 4-YEAR MAINTENANCE BOND FOR ALL PUBLIC IMPROVEMENTS (UTILITY, PAVING, SUBGRADE) WITH AN ITEMIZED COST BREAKDOWN.

SANITARY SEWER NOTES:

A. THE CONTRACTOR IS REQUIRED TO PLACE A TEMPORARY PLUG IN THE EXISTING DOWNSTREAM SANITARY SEWER MANHOLE PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL REMOVE THE PLUG FOLLOWING APPROVAL OF CONSTRUCTION BY THE CITY OF GRIMES.
B. SANITARY GRAVITY PIPE MATERIAL SHALL BE PVC SDR 26 OR TRUSS (8' TO 15').
C. SANITARY GRAVITY SERVICE PIPE MATERIAL SHALL BE PVC SDR 23.5 (4' TO 6').
D. ALL SANITARY SEWER MANHOLES SHALL HAVE STEPS.
E. ALL SANITARY SEWER MANHOLES CASTINGS SHALL BE SEALED WITH HEAT SHRINK SLEEVES.
F. ALL SANITARY SEWER MANHOLE CASTINGS LOCATED WITHIN PAVEMENT SHALL BE TYPE B:PCC W/ADJUSTING MECHANISM.
G. SANITARY SEWER CLEANING & TELEVISING SHALL BE COMPLETED PRIOR TO PAVING. RUN SUFFICIENT DYED WATER THROUGH PIPE PRIOR TO TELEVISING. PROVIDE THE VIDEO AND INSPECTION REPORT TO THE CITY ENGINEERING DIVISION.

WATER MAIN NOTES:

A. ALL FIRE HYDRANTS SHALL BE AMERICAN FLOW CONTROL-WATEROUS PACER WB-67-250, MUELLER SUPER CENTURION 250 (3-WAY A-423), OR CLOW MEDALLION F-2545. ALL HYDRANTS SHALL HAVE THE FOLLOWING: 6" MJ SHOE, 2-1/2" HOSE NOZZLE, 4-1/2" STEAMER NOZZLE, NST THREADS, PENTAGON OPERATING NUT, CHAIN ON CAP, OPEN LEFT, 5-1/2' BURY, AND FACTORY PAINTED RED. THE MINIMUM SPOOL PIPE LENGTH FROM AUXILIARY VALVE TO HYDRANT SHOE SHALL BE 2.0'.
B. ALL HYDRANTS WILL IMMEDIATELY BE COVERED WITH A BLACK PLASTIC BAG (OR EQUIVALENT) ONCE THE HYDRANT IS INSTALLED. THE CITY OF GRIMES WILL NOTIFY THE CONTRACTOR WHEN THE BAGS CAN BE REMOVED.
C. A TRACER WIRE RECEPTACLE SHALL BE INSTALLED AT EACH HYDRANT, AA MANUFACTURING TRACER WIRE RECEPTACLE MODEL TW-1B-2.
D. ALL VALVES SHALL BE RESILIENT WEDGE GATE VALVES.
E. WATER SERVICE SHALL BE 1-INCH MINIMUM TYPE K COPPER.
F. THE CITY OF GRIMES SHALL DO THE FILLING OF THE WATER MAIN.
G. NEW WATER MAIN SHALL BE PRESSURE TESTED AND CHLORINATED BY THE CONTRACTOR. THE BACTERIA TEST AND SUBMITTAL OF TEST TO LAB SHALL BE DONE BY THE CONTRACTOR AND RESULTS PROVIDED TO THE CITY OF GRIMES ENGINEERING DIVISION. ALL TESTS AND SAMPLING TO BE WITNESSED BY THE CITY ENGINEERING DIVISION. IF THE TEST DOES NOT PASS, THE CONTRACTOR WILL BE REQUIRED TO PAY FOR ALL THE WATER USED TO REPEAT THE TEST.
H. ALL WATERMAIN FITTINGS TO BE RESTRAINED JOINT, MEGA-LUG OR APPROVED EQUAL.
I. ALL DEAD-END WATER MAINS TO HAVE TEMPORARY BLOWOFF HYDRANTS.

STORM SEWER NOTES:

A. ALL STORM SEWER IN THE ROW SHALL BE RCP, UNLESS OTHERWISE APPROVED BY THE CITY.
B. ALL FLARED END SECTIONS SHALL HAVE FOOTINGS AND APRON GRATES. THE LAST 3 PIPE SECTIONS AND THE FLARED END SECTION ON ALL STORM SEWERS SHALL BE TIED. ALL STORM SEWER JOINTS SHALL BE WRAPPED WITH ENGINEERING FABRIC UNLESS OTHERWISE DIRECTED.
C. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY FIELD TILE DAMAGED DURING CONSTRUCTION. THE TILE SHOULD BE DIRECTED TO PUBLIC STORM SEWER IF POSSIBLE. THE CONTRACTOR SHALL RECORD THE ELEVATION AND LOCATION OF ALL TILES AND INCLUDE ON RECORD DRAWINGS.
D. PUBLIC STORM SEWER CLEANING & TELEVISING SHALL BE COMPLETED PRIOR TO PAVING. RUN SUFFICIENT DYED WATER THROUGH PIPE PRIOR TO TELEVISING. PROVIDE THE VIDEO AND INSPECTION REPORT TO THE CITY ENGINEERING DIVISION.
E. USE O RING GASKETS ON STORM SEWERS CROSSING OVER WATERMAIN PER IDNR REQUIREMENT.

SCALE
0' 30' 60' 120'

FILE: J:\2022\2205357\DWG\2205357-SITE DIMENSION.DWG
FILE DATE: 6/1/23
PLOTTED BY: TYLER GRAFF
DATE PLOTTED: 6/20/2023 4:35 PM
COMMENT: ENGC
TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023

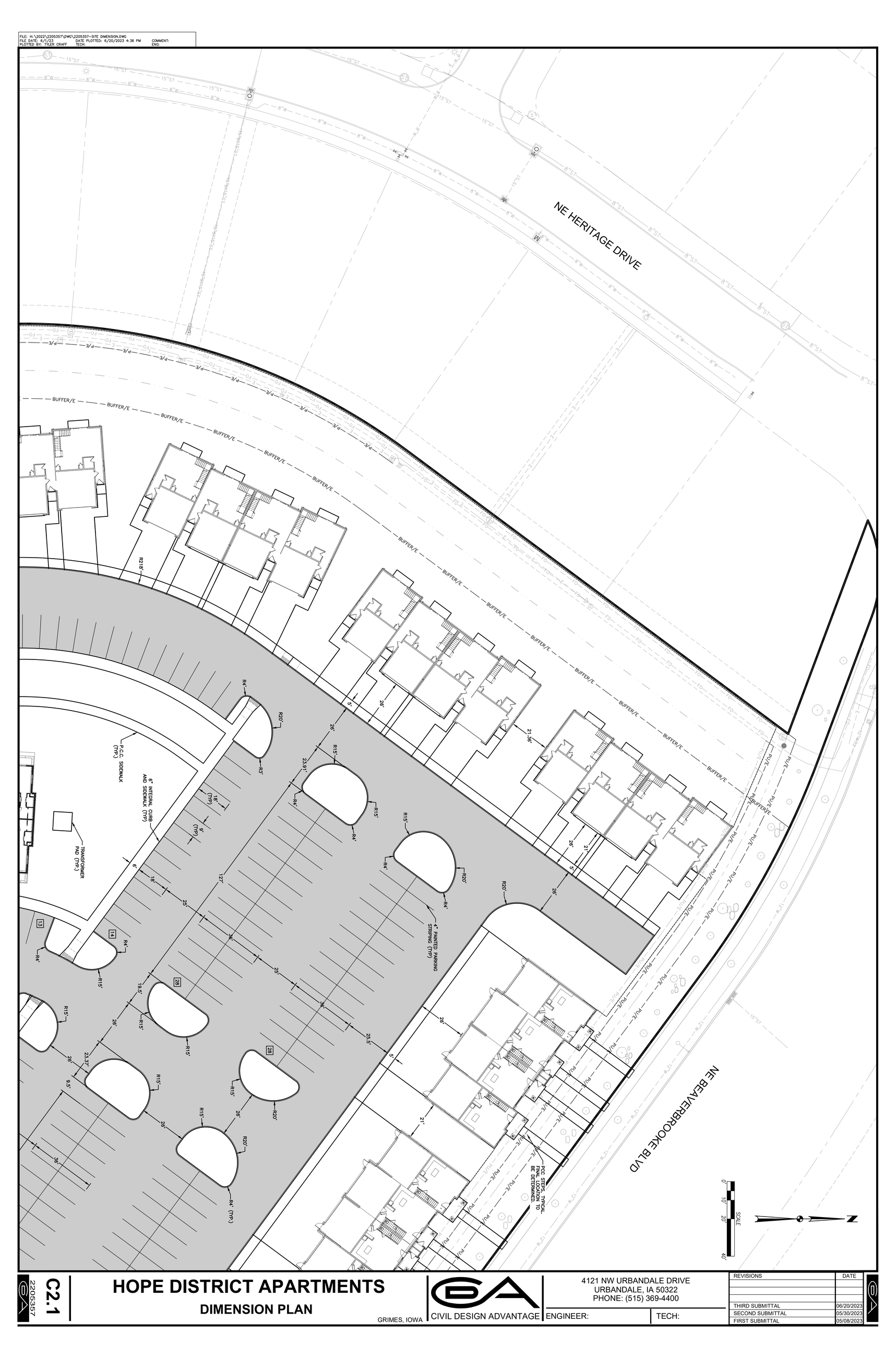
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: TECH:
CIVIL DESIGN ADVANTAGE
GRIMES, IOWA

HOPE DISTRICT APARTMENTS

DIMENSION PLAN - OVERALL

C2.0

2205357



FILE: H:\2022\2205357\DWG\2205357-SITE DIMENSION.DWG
FILE DATE: 6/1/23 DATE PLOTTED: 6/20/2023 4:36 PM
PLOTTED BY: TYLER CRAFF TECH: COMMENT: ENG:

2205357

C2.1

HOPE DISTRICT APARTMENTS

DIMENSION PLAN

GRIMES, IOWA

CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023



HOPE DISTRICT APARTMENTS

DIMENSION PLAN

GRIMES, IOWA

C2.2

220535?

CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023



HOPE DISTRICT APARTMENTS

DIMENSION PLAN

GRIMES, IOWA

C2.3

2205357

CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023

FILE: H:\2022\2205357\DWG\2205357-SITE DIMENSION.DWG
FILE DATE: 6/1/23 DATE PLOTTED: 6/20/2023 4:36 PM
PLOTTED BY: TYLER CRAFF TECH:
COMMENT:
ENG:



FILE: H:\2022\2205357\DWG\2205357-SITE DIMENSION.DWG
FILE DATE: 6/1/23 DATE PLOTTED: 6/20/2023 4:36 PM
PLOTTED BY: TYLER CRAFF TECH: COMMENT:
ENG:

HOPE DISTRICT APARTMENTS

DIMENSION PLAN

GRIMES, IOWA

C2.4

2205357

CIVIL DESIGN ADVANTAGE

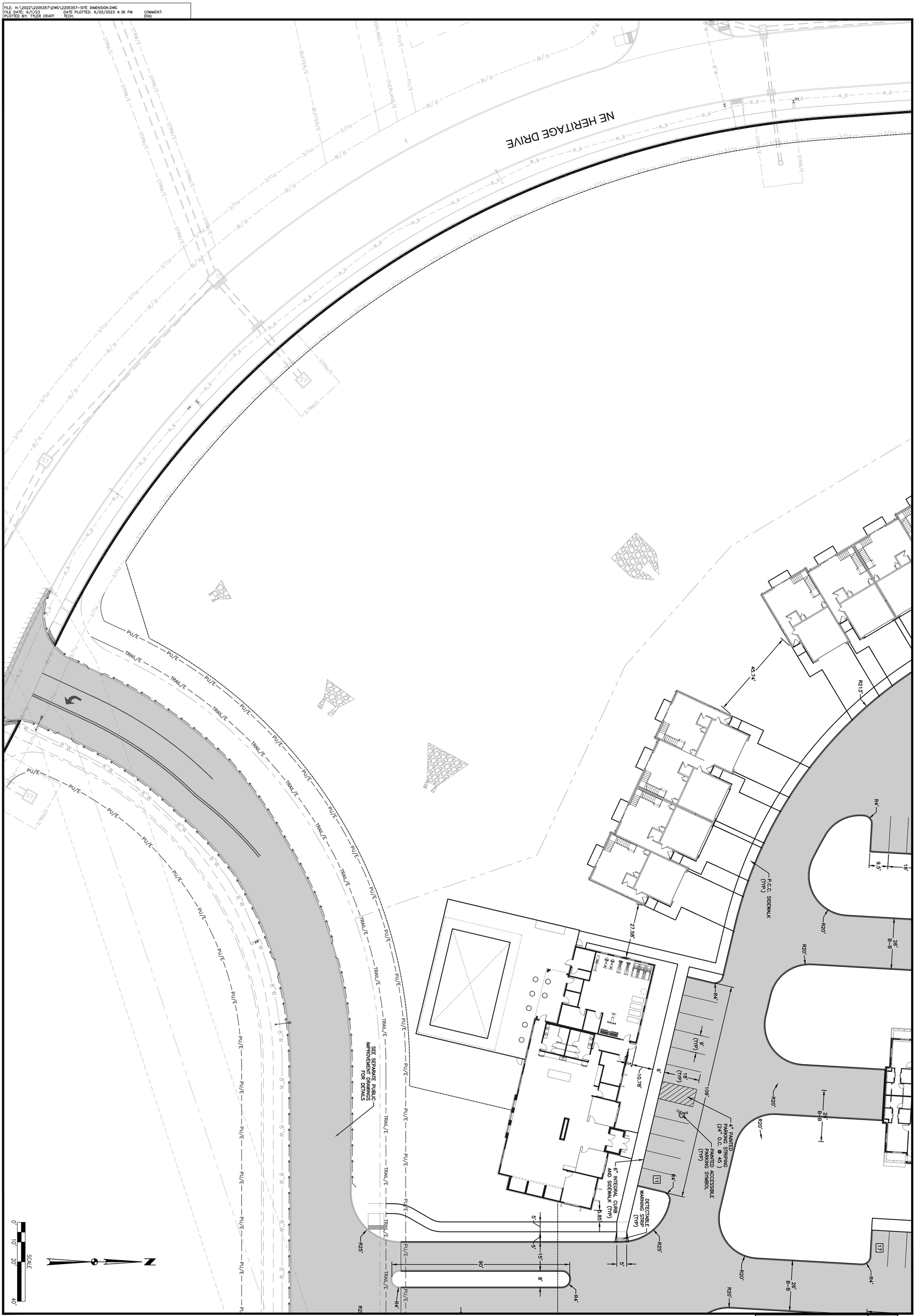
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023

FILE: H:\2022\2205357\DWG\2205357-SITE DIMENSION.DWG
FILE DATE: 6/1/23 DATE PLOTTED: 6/20/2023 4:36 PM
PLOTTED BY: TYLER CRAFF TECH:
COMMENT:
ENG:



HOPE DISTRICT APARTMENTS

DIMENSION PLAN

GRIMES, IOWA

C2.5

2205357

CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023

FILE: H:\2022\2205357\DWG\2205357-SITE DIMENSION.DWG
FILE DATE: 6/1/23 DATE PLOTTED: 6/20/2023 4:36 PM
PLOTTED BY: TYLER CRAFF TECH:
COMMENT:
ENG:



SCALE 0 10' 20' 40'

N

HOPE DISTRICT APARTMENTS

DIMENSION PLAN

GRIMES, IOWA

C2.6

2205357

CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023

GRADING NOTES

1. PRIOR TO ANY GRADING, A COPY OF THE NPDES PERMIT SHALL BE PROVIDED TO THE CITY OF GRIMES' BUILDING DIVISION.
2. THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2 AND CITY OF GRIMES GRADING PERMIT. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMITS AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING THE SWPPP THROUGHOUT CONSTRUCTION AND MEETING LOCAL, STATE AND FEDERAL REQUIREMENTS.
3. CONTRACTOR SHALL STRIP ALL DELETERIOUS MATERIAL. THE TOP 6" OF TOPSOIL IS TO BE STOCKPILED AND RESPREAD AFTER GRADING IS COMPLETE. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING A SUITABLE TOPSOIL STOCKPILE SITE.
4. EXCAVATION SHALL BE IN ACCORDANCE WITH THE 2020 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY OF GRIMES SUPPLEMENTALS, IF APPLICABLE.
5. MATCH EXISTING GRADES AT PROPERTY LINES AND/OR CONSTRUCTION LIMITS.
6. ALL SPOT ELEVATIONS ARE FORM GRADE (FG) OR TOP OF FINISHED SURFACES UNLESS OTHERWISE NOTED.
7. SITE SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS.
8. SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
9. THE CONTRACTOR SHALL CONFINE HIS GRADING OPERATIONS TO WITHIN THE CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
10. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE CONTROL TO THE CONSTRUCTION AREA AND HAUL ROADS TO PREVENT THE SPREAD OF DUST.
11. REFER TO SEPARATE STORM WATER POLLUTION PREVENTION PLAN FOR DETAILS ON EROSION CONTROL.
12. FINAL FINISH GRADING TO BE APPROVED BY THE ARCHITECT AND CIVIL ENGINEER. MATCH EXISTING GRADES AT THE INTERFACE OF NEW AND EXISTING GRADES OR PAVING.
13. SIDEWALKS:
    MAINTAIN 1% MINIMUM AND 5% MAXIMUM LONGITUDINAL SLOPES ON ALL PAVED WALKWAYS. ALL WALKS TO HAVE 2.0% MAXIMUM TRANSVERSE SLOPE IN THE DIRECTION OF NATURAL DRAINAGE. SAW CUT JOINTS AS SOON AS CONCRETE HAS SET. SAW CUTS TO BE 1/8" TO 1/4" WIDE; DEPTH: LONGITUDINAL T/3, TRANSVERSE T/4.
14. EXISTING TOPO FOR THIS AREA WAS TAKEN FROM PROPOSED CONTOURS FOR THE HOPE COMMERCIAL PLAT 1 & HOPE COMMERCIAL PLAT 2. TIE-IN POINTS MAY VARY BASED ON CONSTRUCTED ELEVATIONS.

SHEET 3.1

SHEET 3.2

SHEET 3.3

SHEET 3.4

SHEET 3.5

SHEET 3.6

NE BEAVERBROOKE BLVD

NE HERITAGE DRIVE

PUBLIC STREET 60' ROW, 31' B-B

N

SCALE
0' 30' 60' 120'

FILE: I:\2022\2205357\DWG\2205357- SITE GRADING.DWG
FILE DATE: 8/15/23
PLOTTED BY: TYLER ISAACS
DATE PLOTTED: 8/29/2023 4:37 PM
TECH:
COMMENT:
DISC:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:
TECH:

CIVIL DESIGN ADVANTAGE

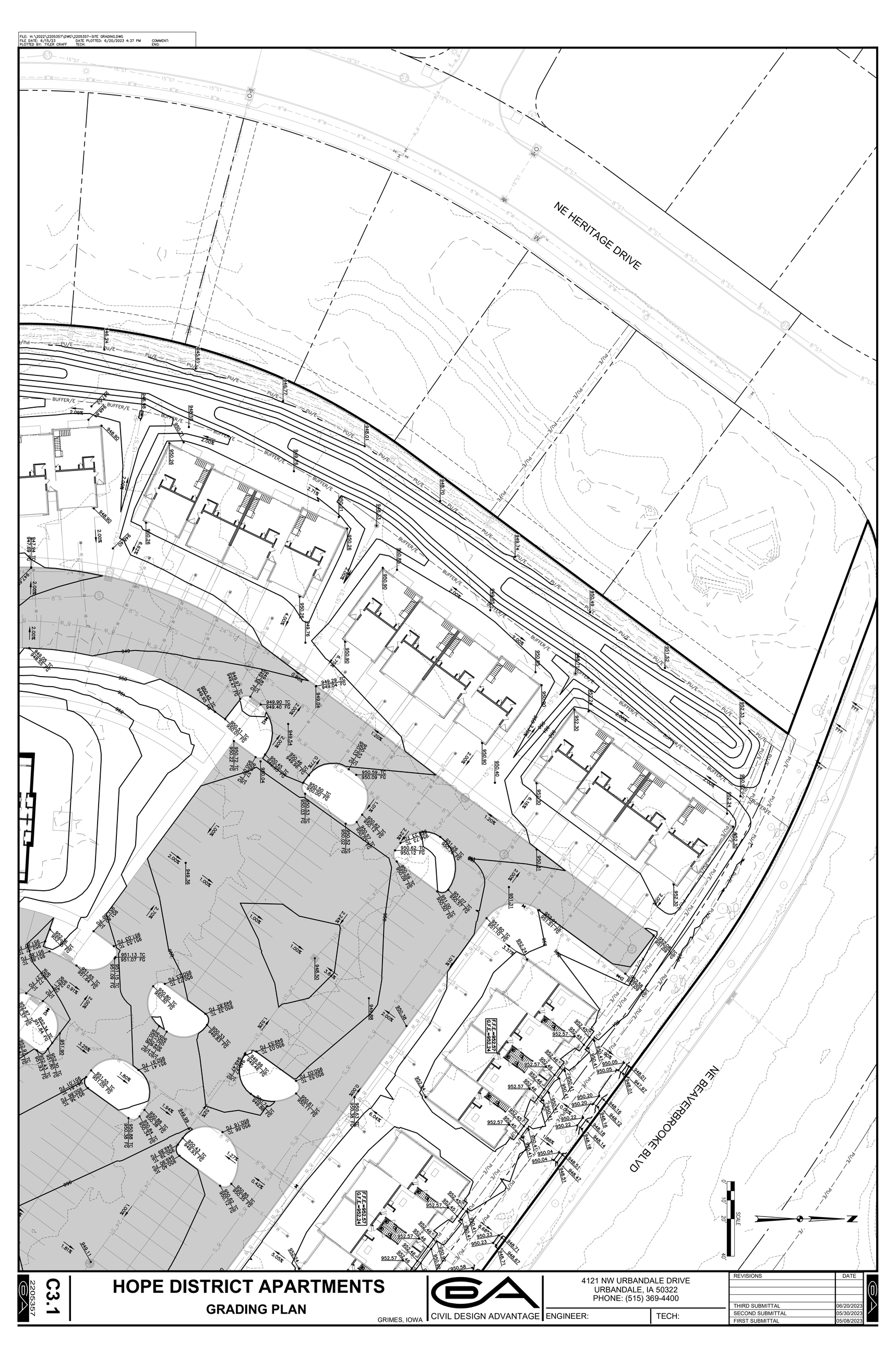
HOPE DISTRICT APARTMENTS

GRADING PLAN - OVERALL

GRIMES, IOWA

C3.0

2205357



HOPE DISTRICT APARTMENTS

GRADING PLAN

GRIMES, IOWA

C3.1

2205357

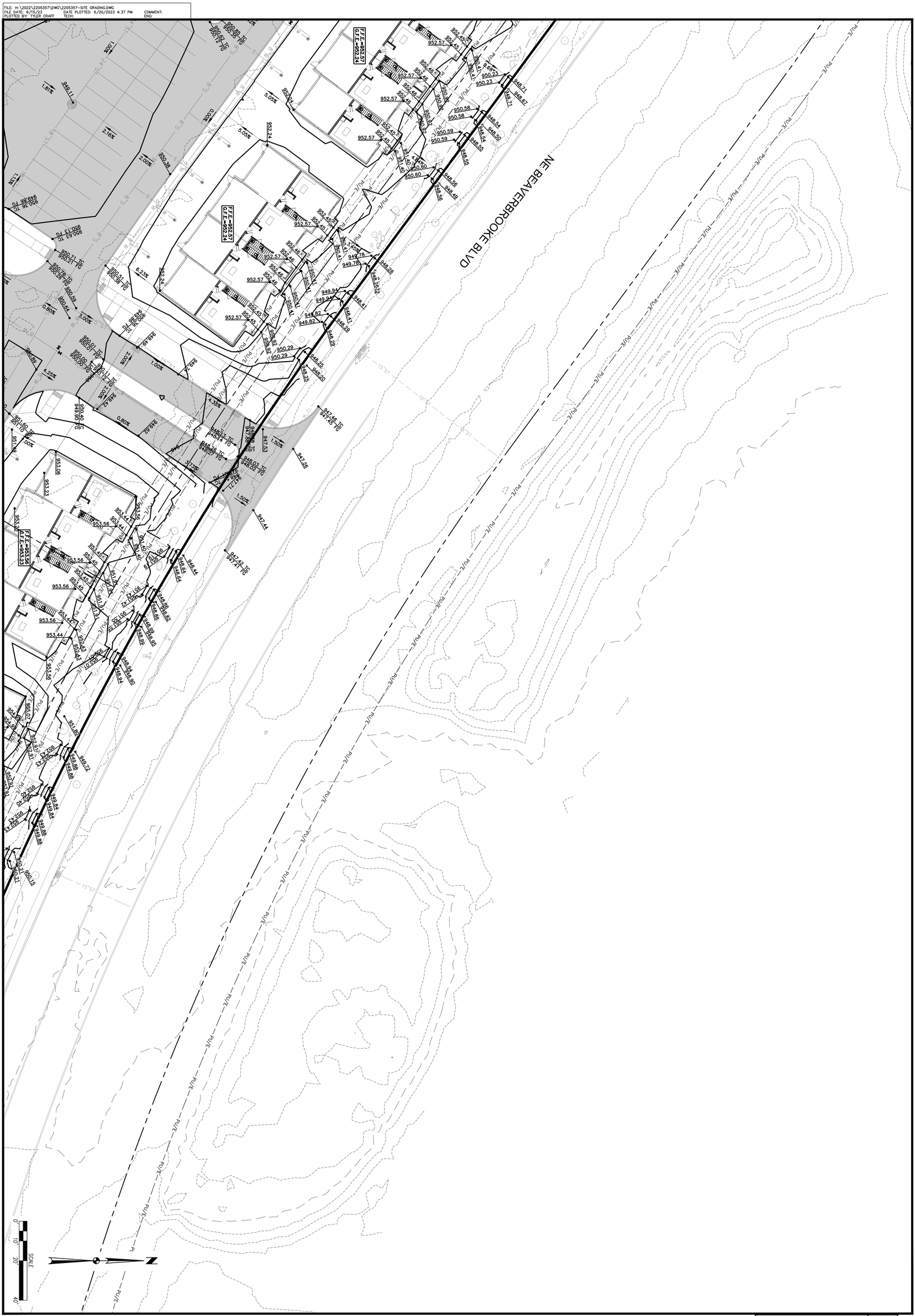
CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023



FILE: H:\2022\2205357\DWG\2205357-SITE GRADING.DWG
FILE DATE: 6/15/23 DATE PLOTTED: 6/20/2023 4:37 PM
PLOTTED BY: TYLER CRAFF TECH: ENG:
COMMENT:

C3.2

2205357

HOPE DISTRICT APARTMENTS

GRADING PLAN

GRIMES, IOWA

CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023

FILE: H:\2022\2205357\DWG\2205357--SITE GRADING.DWG
FILE DATE: 6/15/23 DATE PLOTTED: 6/20/2023 4:37 PM COMMENT:
PLOTTED BY: TYLER CRAFF TECH: ENG:



HOPE DISTRICT APARTMENTS

GRADING PLAN

GRIMES, IOWA

C3.3

2205357

CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023



FILE: H:\2022\2205357\DWG\2205357-SITE GRADING.DWG
FILE DATE: 6/15/23 DATE PLOTTED: 6/20/2023 4:37 PM COMMENT:
PLOTTED BY: TYLER CRAFF TECH: ENG:

HOPE DISTRICT APARTMENTS

GRADING PLAN

GRIMES, IOWA

C3.4

2205357

CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023

REGIONAL DETENTION BASIN
NORMAL POOL=930.50
100-YR=936.05

REGIONAL DETENTION BASIN
NORMAL POOL=931.00
100-YR=936.05

NE HERITAGE DRIVE

OVERFLOW
=940.50

F.F.E.=944.03

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:
TECH:

CIVIL DESIGN ADVANTAGE

HOPE DISTRICT APARTMENTS

GRADING PLAN

GRIMES, IOWA

C3.5

2205357

SCALE
0' 10' 20' 40'

FILE: I:\2022\2205357\DWG\2205357-SITE GRADING.DWG
FILE DATE: 6/15/23
PLOTTED BY: TYLER OVERY
DATE PLOTTED: 6/20/2023 4:38 PM
TECH:
COMMENT:
DISC:



HOPE DISTRICT APARTMENTS

GRADING PLAN

GRIMES, IOWA

C3.6

2205357

CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

TECH:

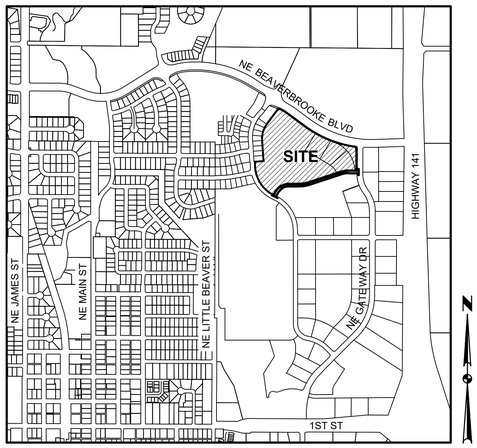
REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023

HOPE DISTRICT APARTMENTS

EROSION AND SEDIMENT CONTROL PLAN

VICINITY MAP

1"=500'



GRIMES, IOWA

STABILIZATION QUANTITIES

ITEM NO.	ITEM	UNIT	TOTAL
1	SILT FENCE	LF	8,149
2	FILTER SOCK	LF	210
3	SILT FENCE CHECK DAMS	LF	1,025
4	SEEDING, FERTILIZING, AND MULCHING	AC	17
5	INLET PROTECTION DEVICES	EA	45
6	CONCRETE WASHOUT	EA	1
7	CLASS E RIP-RAP	TON	79

NOTES:

1. IF DEWATERING IS NEEDED FOR ANY REASON, DISCHARGE OF WATER OFFSITE IS TO CONFORM WITH THE GENERAL PERMIT #2 REQUIREMENT.
2. DISTURBED AREAS SHALL BE TEMPORARILY SEEDED OR MULCHED IMMEDIATELY WHENEVER CLEARING, GRADING, EXCAVATING, OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
3. STORM SEWERS AND DRAINAGE WAYS SHALL BE PROTECTED FROM CONCRETE SLURRY PRODUCED BY SAWCUTTING AND CONCRETE GRINDING.

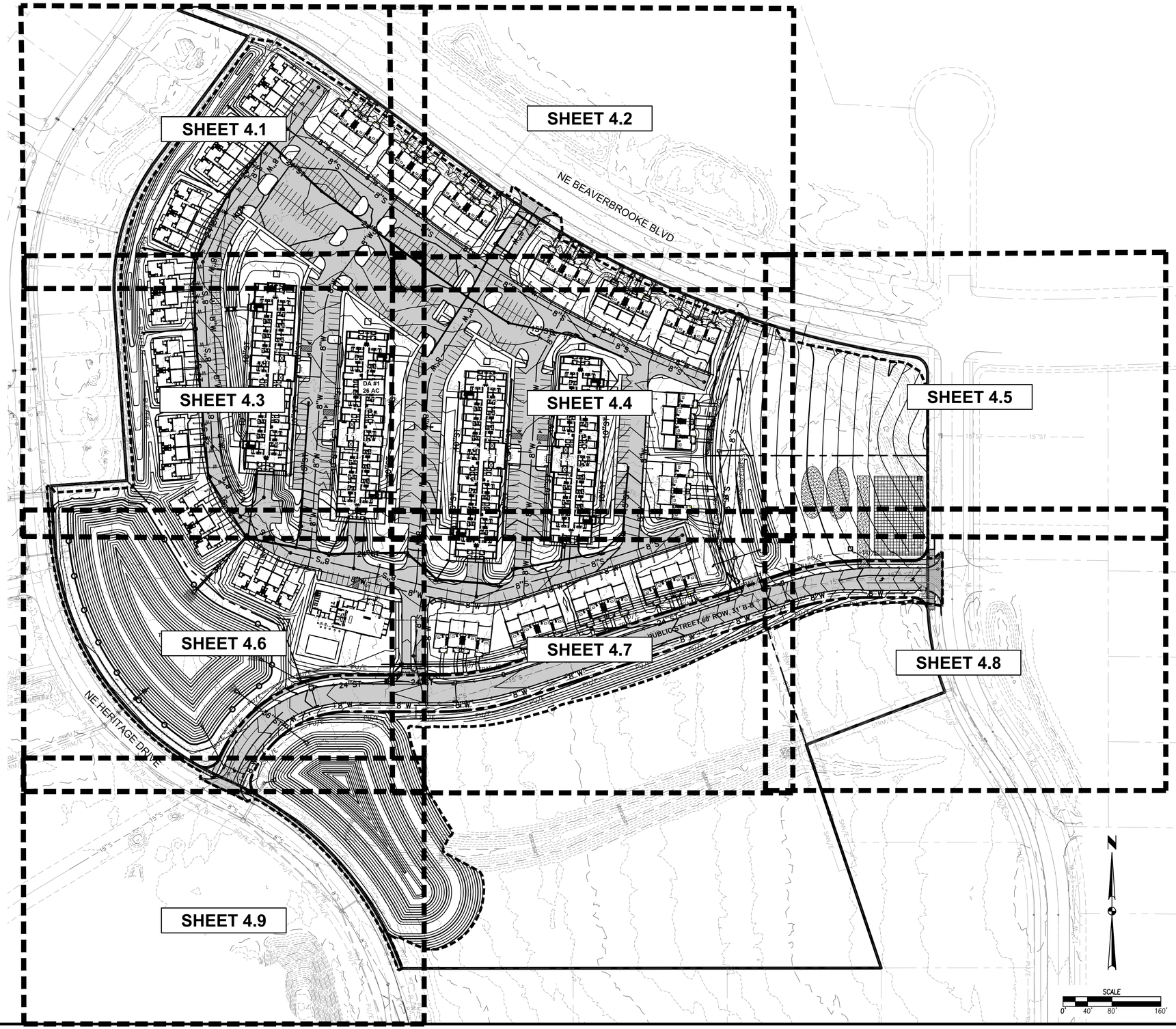
DISCHARGE POINT SUMMARY

DISCHARGE POINT #1 TO AN UNNAMED TRIBUTARY OF LITTLE BEAVER CREEK ±1,300 FT

TOTAL AREA DISTURBED TO DISCHARGE POINT	26 ACRES
STORAGE VOLUME REQUIRED (# OF ACRES*3600 CU FT)	93,600 CU FT
VOLUME PROVIDED IN FILTER SOCK (210 LF @ 2.0 CU FT/LF OF SOCK)	420 CU FT
VOLUME PROVIDED IN SILT FENCE (8,149 LF @ 4.5 CU FT/LF OF FENCE)	36,670 CU FT
VOLUME PROVIDED IN SILT FENCE CHECK DAM (1,025 LF @ 4.5 CU FT/LF OF FENCE)	4,612 CU FT
VOLUME PROVIDED IN EX. POND #1	282,419 CU FT
TOTAL VOLUME PROVIDED	324,121 CU FT

SWPPP LEGEND

DRAINAGE ARROW	X.XX %	AREA TO BE SEEDED	
GRADING LIMITS		UNDISTURBED AREA	
FILTER SOCK		RIP-RAP	
SILT FENCE		GRAVEL ENTRANCE	
SILT FENCE CHECK DAM		STAGING AREA	
TEMPORARY STANDPIPE		EXISTING POND	TSB #
INLET PROTECTION			
CONCRETE WASHOUT PIT			



REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

CIVIL DESIGN ADVANTAGE | ENGINEER: | TECH:

HOPE DISTRICT APARTMENTS

EROSION AND SEDIMENT CONTROL PLAN - OVERALL

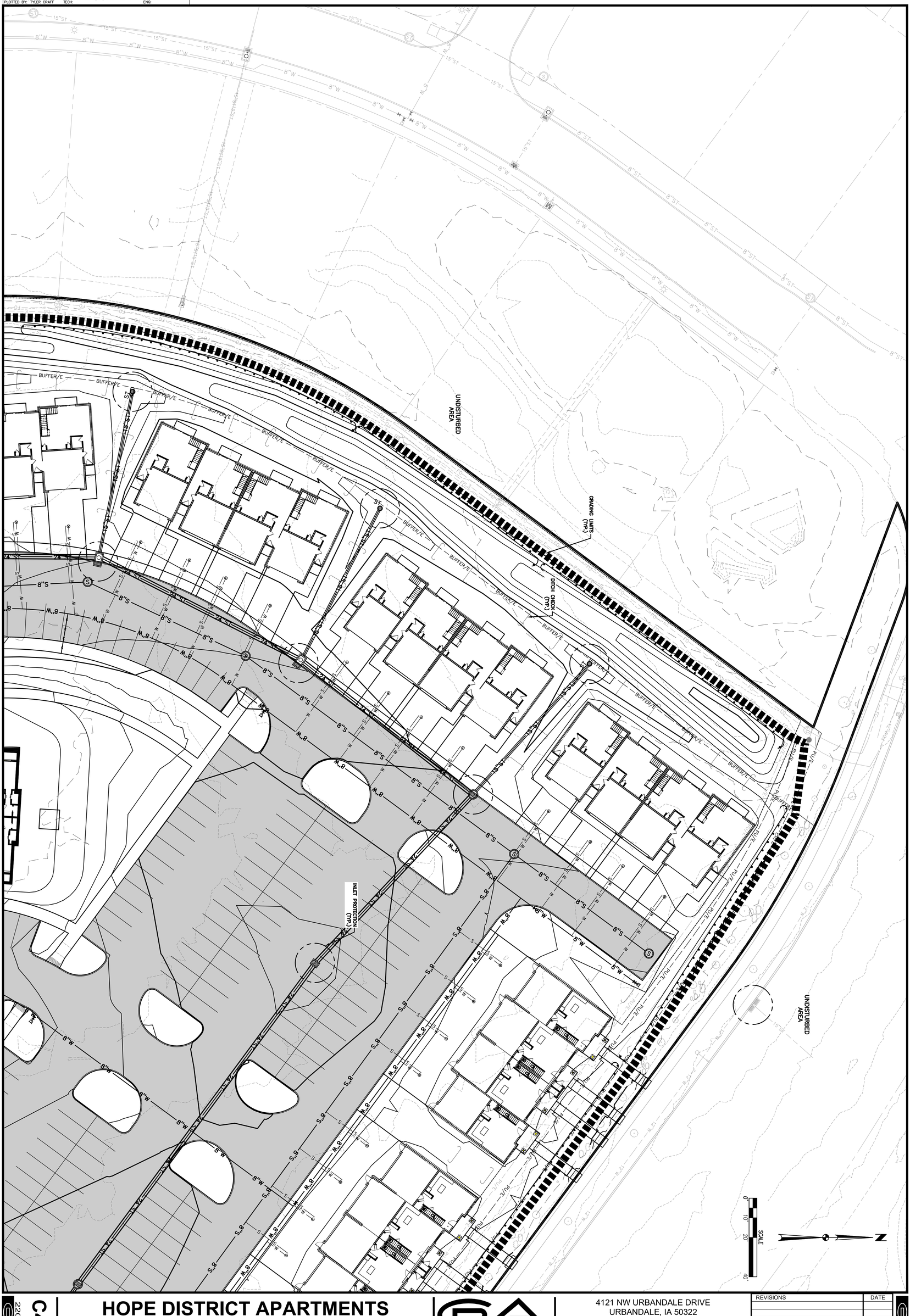
GRIMES, IOWA

C4.0

2205357

FILE: I:\2022\2205357\DWG\2205357-SITE EROSION CONTROL SHEETS.DWG
FILE DATE: 6/19/23
PLOTTED BY: TYLER GRAFF
DATE PLOTTED: 6/20/2023 4:38 PM
TECH:
COMMENT:
ENG:

FILE: H:\2022\2205357\DWG\2205357-SITE EROSION CONTROL SHEETS.DWG
FILE DATE: 6/19/23 DATE PLOTTED: 6/20/2023 4:39 PM COMMENT:
PLOTTED BY: TYLER CRAFT TECH: ENG:



C4.1

HOPE DISTRICT APARTMENTS

EROSION AND SEDIMENT CONTROL PLAN

GRIMES, IOWA

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023

UNDISTURBED AREA

NE BEAVERBROOKE BLVD

GRADING LIMITS (TYP.)

INLET PROTECTION (TYP.)

SILT FENCE (TYP.)

DITCH CHECK (TYP.)

UNDISTURBED AREA

SCALE
0' 10' 20' 40'

FILE: H:\2021\2205357\DWG\2205357-SITE_EROSION_CONTROL_SHEETS.DWG
FILE DATE: 6/16/23 DATE PLOTTED: 6/20/2023 4:39 PM COMMENT:
PLOTTED BY: TYLER GRAFF TECH: ENG:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: | TECH:

CIVIL DESIGN ADVANTAGE

GRIMES, IOWA

HOPE DISTRICT APARTMENTS

EROSION AND SEDIMENT CONTROL PLAN

C4.2

2205357

FILE: H:\2022\2205357\DWG\2205357-SITE EROSION CONTROL SHEETS.DWG
FILE DATE: 6/19/23 DATE PLOTTED: 6/20/2023 4:39 PM COMMENT:
PLOTTED BY: TYLER CRAFT TECH: ENG:



HOPE DISTRICT APARTMENTS

EROSION AND SEDIMENT CONTROL PLAN

GRIMES, IOWA

C4.3

2205357

CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023

FILE: H:\2022\2205357\DWG\2205357-SITE EROSION CONTROL SHEETS.DWG
FILE DATE: 6/19/23 DATE PLOTTED: 6/20/2023 4:39 PM COMMENT:
PLOTTED BY: TYLER CRAFT TECH: ENG:



HOPE DISTRICT APARTMENTS

EROSION AND SEDIMENT CONTROL PLAN

GRIMES, IOWA

C4.4

2205357

CIVIL DESIGN ADVANTAGE

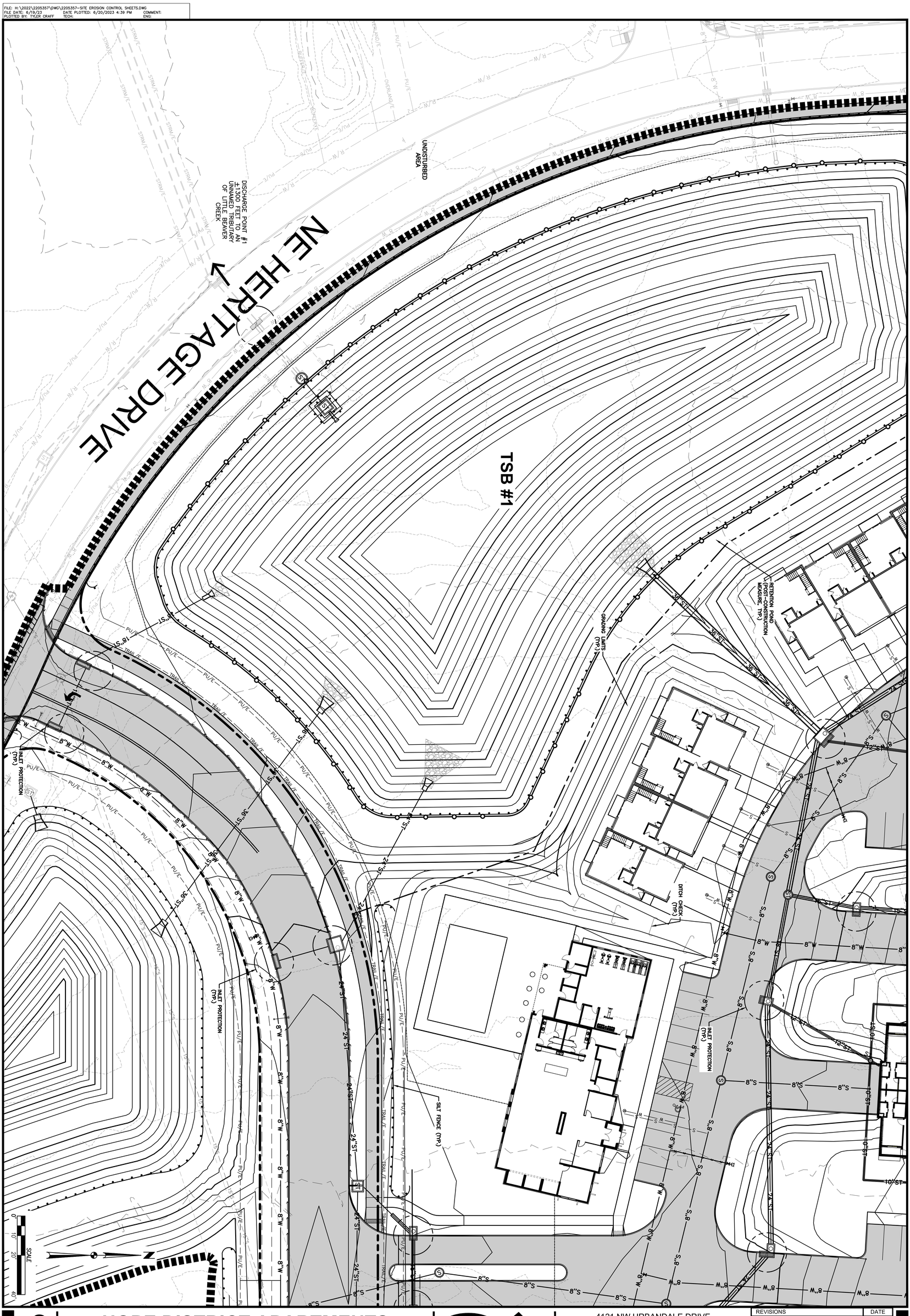
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023

FILE: H:\2022\2205357\DWG\2205357-SITE EROSION CONTROL SHEETS.DWG
FILE DATE: 6/19/23 DATE PLOTTED: 6/20/2023 4:39 PM COMMENT:
PLOTTED BY: TYLER CRAFT TECH: ENG:



HOPE DISTRICT APARTMENTS

EROSION AND SEDIMENT CONTROL PLAN

GRIMES, IOWA

C4.6

2205357

CIVIL DESIGN ADVANTAGE

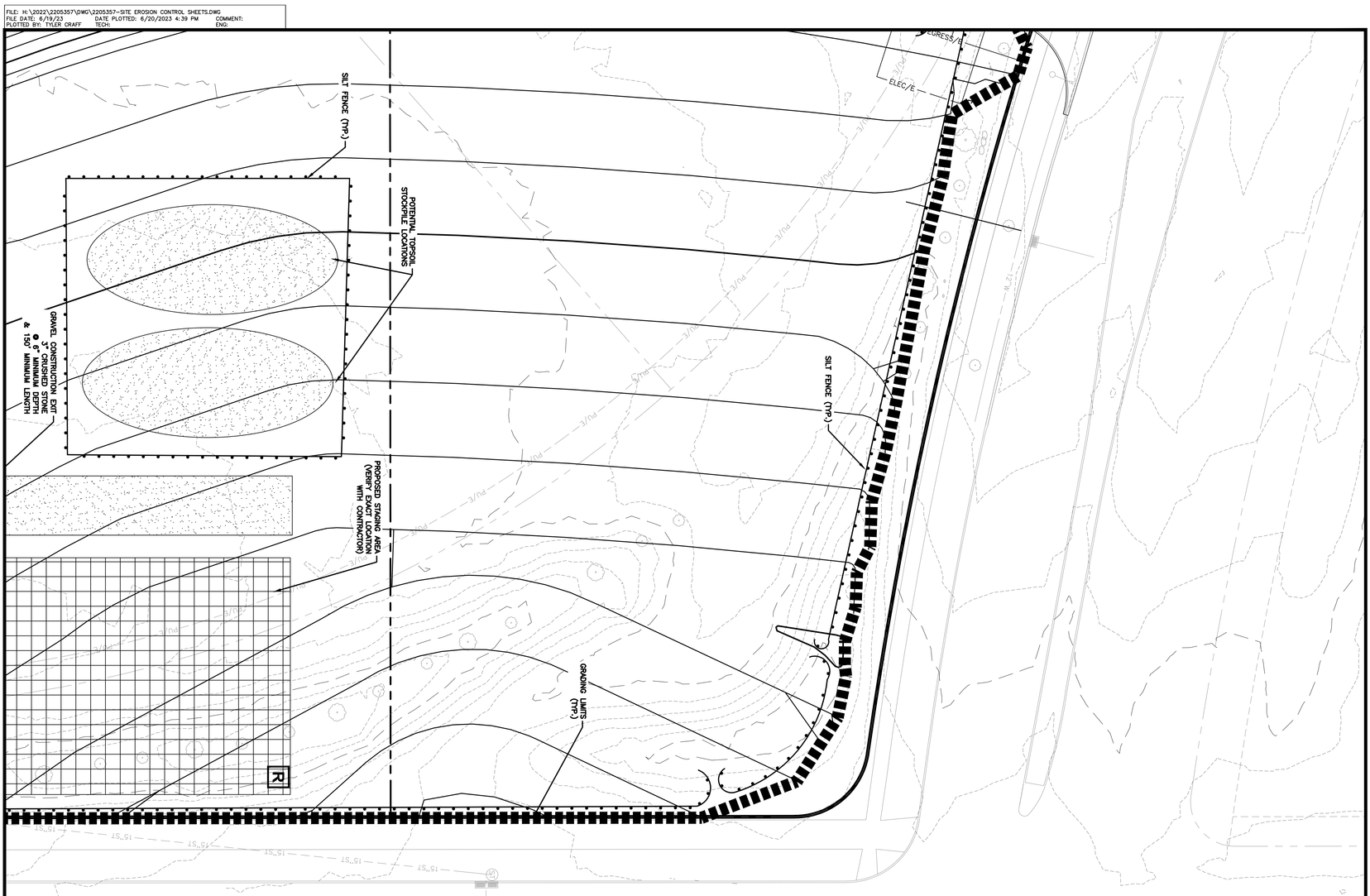
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

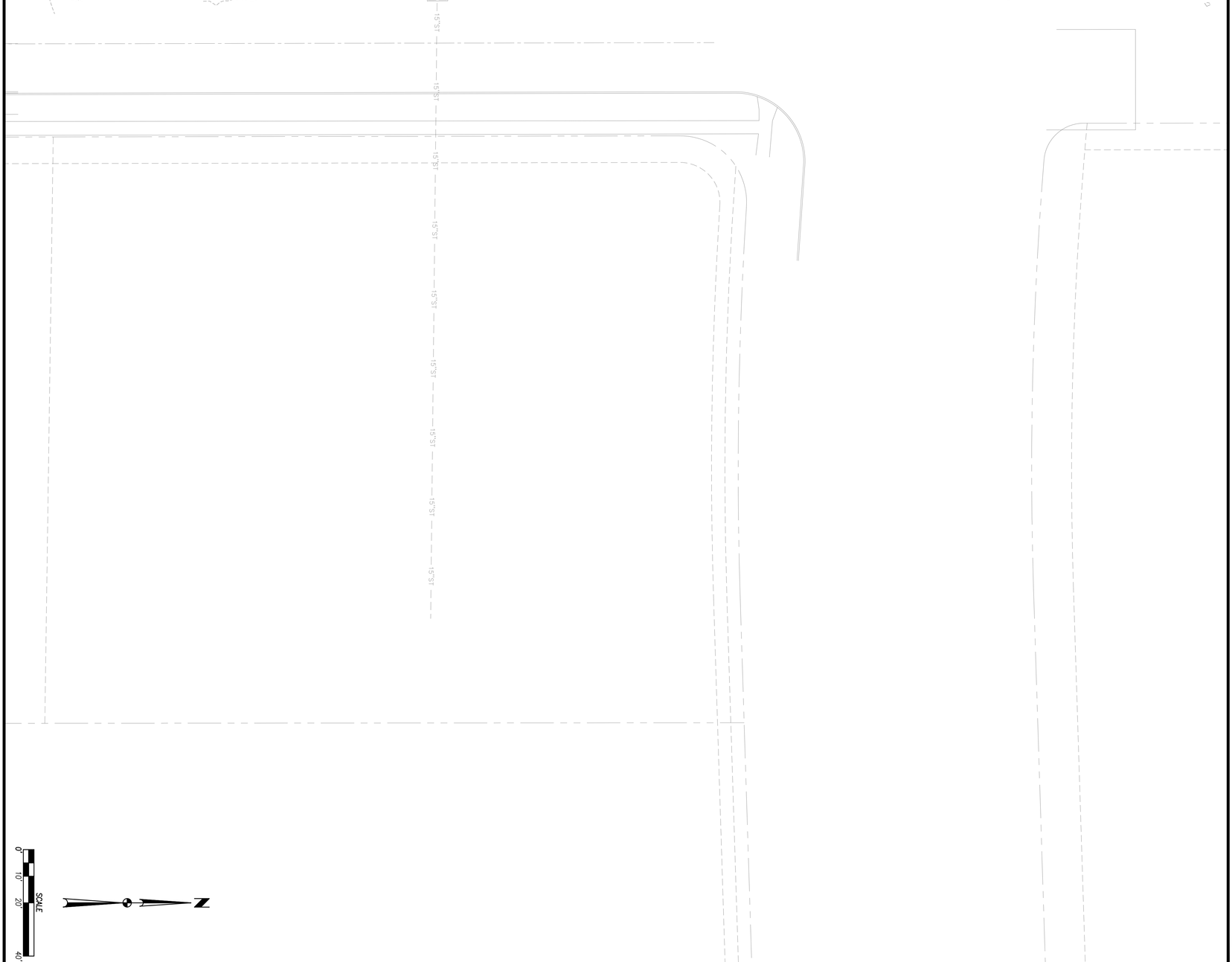
ENGINEER:

TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023

FILE: H:\2022\2205357\DWG\2205357-SITE EROSION CONTROL SHEETS.DWG
FILE DATE: 6/19/23 DATE PLOTTED: 6/20/2023 4:39 PM COMMENT:
PLOTTED BY: TYLER CRAFT TECH: ENG:







C4.5
2205357

HOPE DISTRICT APARTMENTS

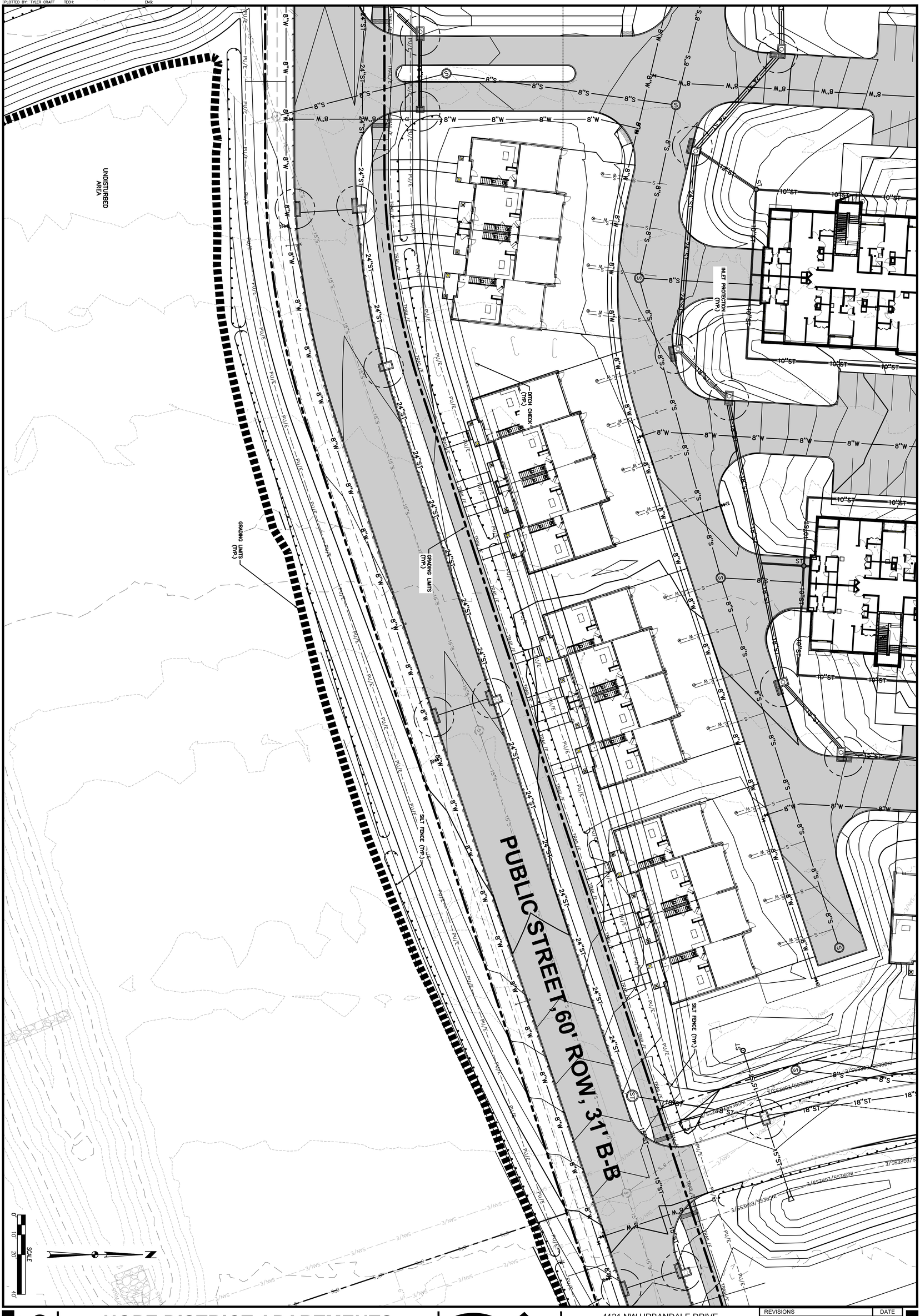
EROSION AND SEDIMENT CONTROL PLAN

GRIMES, IOWA

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER:
TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023

FILE: H:\2022\2205357\DWG\2205357-SITE EROSION CONTROL SHEETS.DWG
FILE DATE: 6/19/23 DATE PLOTTED: 6/20/2023 4:39 PM COMMENT:
PLOTTED BY: TYLER CRAFT TECH: ENG:



HOPE DISTRICT APARTMENTS

EROSION AND SEDIMENT CONTROL PLAN

GRIMES, IOWA

C4.7

2205357

CIVIL DESIGN ADVANTAGE

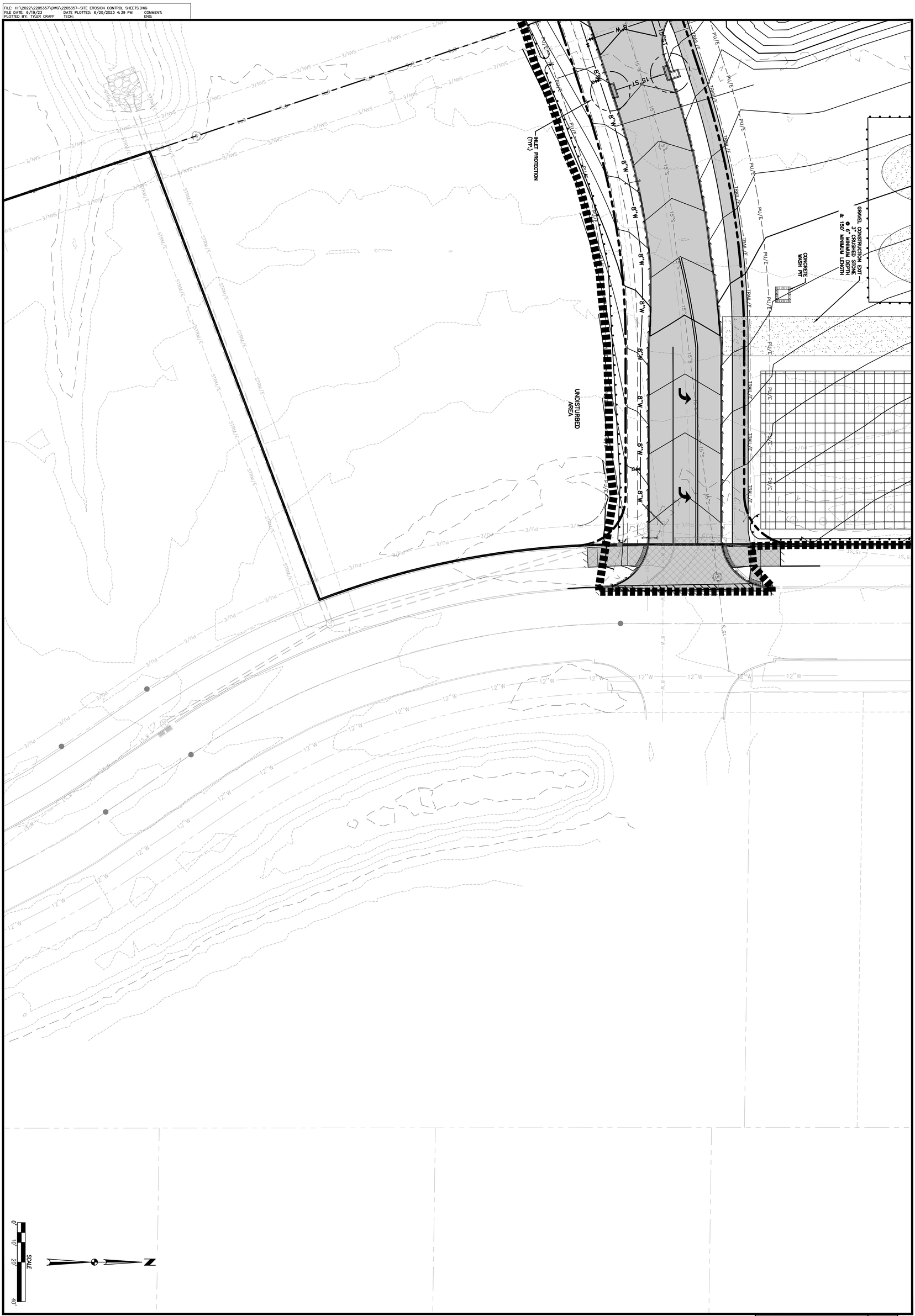
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023

FILE: H:\2022\2205357\DWG\2205357-SITE EROSION CONTROL SHEETS.DWG
FILE DATE: 6/19/23 DATE PLOTTED: 6/20/2023 4:39 PM COMMENT:
PLOTTED BY: TYLER CRAFT TECH: ENG:



C4.8

HOPE DISTRICT APARTMENTS

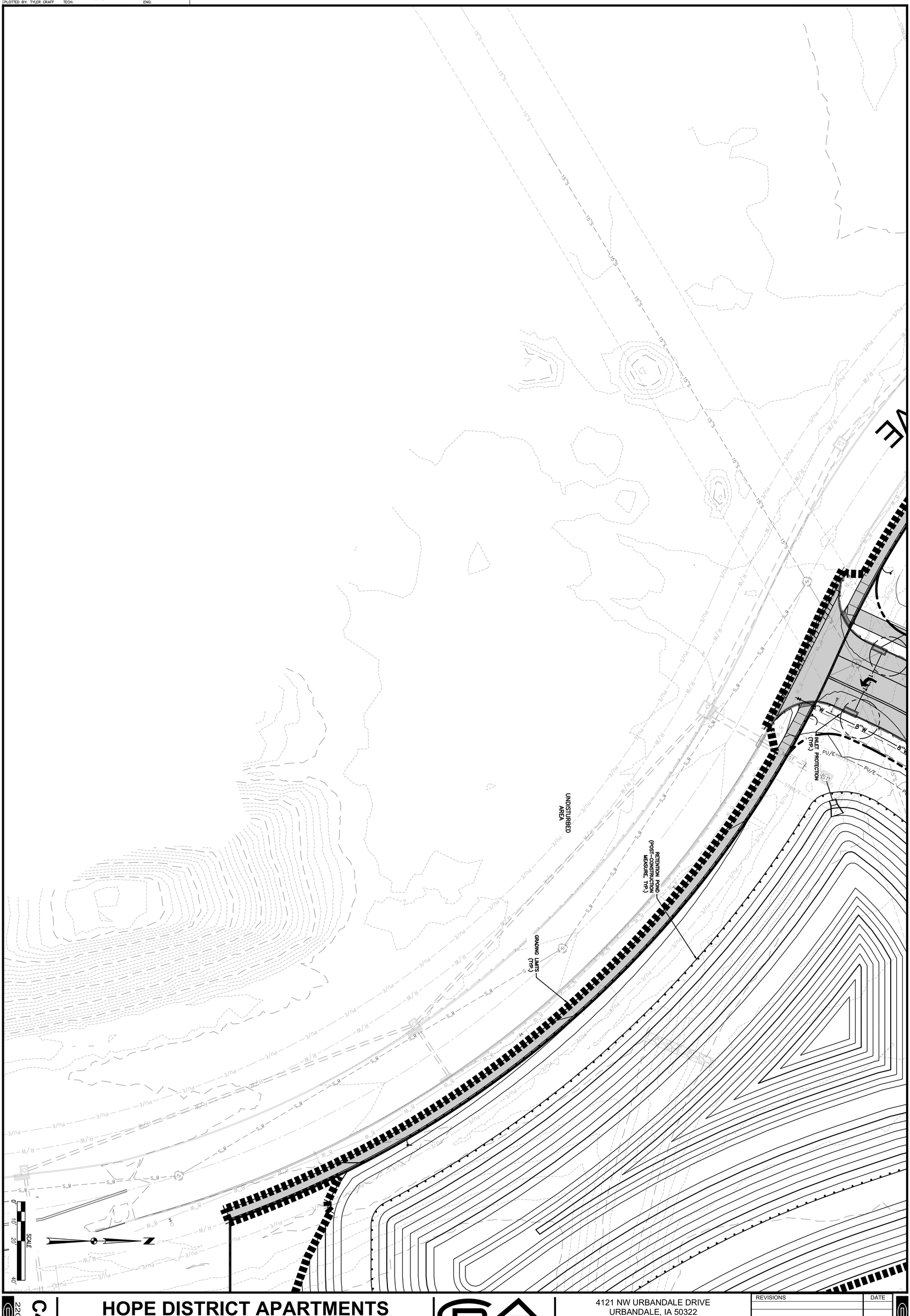
EROSION AND SEDIMENT CONTROL PLAN

GRIMES, IOWA

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER:
TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023

FILE: H:\2022\2205357\DWG\2205357-SITE EROSION CONTROL SHEETS.DWG
FILE DATE: 6/19/23 DATE PLOTTED: 6/20/2023 4:39 PM COMMENT:
PLOTTED BY: TYLER CRAFT TECH: ENG:



C4.9

HOPE DISTRICT APARTMENTS

EROSION AND SEDIMENT CONTROL PLAN

GRIMES, IOWA

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER:
TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023



UTILITY NOTES

1. REFER TO MECHANICAL, ELECTRICAL AND PLUMBING PLANS FOR UTILITY SERVICE SIZES AND EXACT LOCATIONS. REFER TO ELECTRICAL PLANS FOR ELECTRIC AND TELEPHONE SERVICE CONSTRUCTION DETAILS. REFER TO MECHANICAL PLANS FOR GAS SERVICE CONSTRUCTION DETAILS.
2. FIELD VERIFY ELEVATIONS AND LOCATIONS OF ALL CONNECTIONS TO EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
3. PROVIDE TEMPORARY SUPPORT FOR EXISTING UTILITY LINES THAT ARE ENCOUNTERED DURING CONSTRUCTION UNTIL BACKFILLING IS COMPLETE.
4. BACKFILL ALL UTILITY TRENCHES ACCORDING TO THE 2023 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY OF GRIMES SUPPLEMENTALS. MAINTAIN A MINIMUM OF 5.5' COVER OVER ALL WATERMAINS.
5. ALL UTILITIES SHALL BE STUBBED TO 5 FEET FROM BUILDINGS. REFER TO MEP PLANS FOR DESIGN FROM 5' OUTSIDE OF BUILDING FACE.
6. ADJUST ALL MANHOLES AND INTAKES TO FINISHED GRADES.
7. ALL SANITARY SEWER AND WATER SERVICES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S PLUMBING CODE.
8. 18" MINIMUM VERTICAL CLEARANCE BETWEEN STORM SEWER AND SANITARY SEWER PIPES. 18" MINIMUM VERTICAL CLEARANCE BETWEEN SANITARY SEWER AND WATER MAIN.
9. MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER MAINS.
10. WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS. THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATIONS AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK. THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT 800-292-8989 AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
11. ALL WATERMAIN WORK, PUBLIC OR PRIVATE SHALL BE DONE IN ACCORDANCE WITH THE 2023 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS.
12. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
13. OWNER IS RESPONSIBLE FOR MAINTENANCE OF PRIVATE RETENTION FACILITIES AND PRIVATE UTILITIES. PERIODIC MAINTENANCE AND CLEANING OF STORM AND SANITARY SEWER MAY BE NECESSARY.
14. CONTRACTOR SHALL PREVENT ENTRY OF MUD, DIRT, DEBRIS AND OTHER MATERIAL INTO NEW AND EXISTING SEWER SYSTEMS. SHOULD ANY CONTAMINATION OCCUR DURING CONSTRUCTION, THE CONTRACTOR SHALL CLEAN AT NO COST TO THE OWNER. INSTALL SILT FENCE AT ALL PERMANENT STORM SEWER INLETS.
15. ALL MANHOLE CASTINGS IN 5" P.C.C. PAVEMENT SHALL BE BOXED OUT PER FIGURE 7010.103.
16. ALL SANITARY SEWER, STORM SEWER, AND WATER IMPROVEMENTS ARE PRIVATE UNLESS OTHERWISE NOTED.

ESTIMATED PROJECT QUANTITIES

ITEM DESCRIPTION	UNIT	QUANTITY
SANITARY		
SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8" DIA	LF	2685
SANITARY SEWER SERVICE, 4" DIA	EA	72
SANITARY MANHOLE, TYPE SW-301, 48" DIA	EA	17
STORM		
STORM SEWER, TRENCHED, HDPE, 10" DIA	LF	2753
STORM SEWER, TRENCHED, HDPE, 12" DIA	LF	194
STORM SEWER, TRENCHED, HDPE, 15" DIA	LF	338
STORM SEWER, TRENCHED, HDPE, 18" DIA	LF	34
STORM SEWER, TRENCHED, RCP, 15" DIA	LF	947
STORM SEWER, TRENCHED, RCP, 18" DIA	LF	360
STORM SEWER, TRENCHED, RCP, 24" DIA	LF	1365
STORM SEWER, TRENCHED, RCP, 36" DIA	LF	125
PIPE APRON, RCP, 36" DIA	EA	1
FOOTING FOR CONCRETE PIPE APRON, RCP, 36" DIA	EA	1
PIPE APRON GUARD	EA	1
STORM CLEANOUT	EA	8
STORM MANHOLE, TYPE SW-401, 48" DIA	EA	2
INTAKE, HDPE, 24" DIA	EA	8
INTAKE, TYPE SW-501	EA	7
INTAKE, TYPE SW-502, 48" DIA.	EA	1
INTAKE, MODIFIED TYPE SW-502, 48" DIA	EA	1
INTAKE, TYPE SW-503	EA	9
INTAKE, TYPE SW-506	EA	6
INTAKE, MODIFIED TYPE SW-506	EA	1
INTAKE, TYPE SW-511	EA	3
WATER		
WATER MAIN, TRENCHED, PVC, 8" DIA	LF	4692
WATER SERVICE STUB, 1" DIA	EA	80
WATER SERVICE STUB, 6" DIA	EA	4
VALVE, 8" DIA	EA	15
FIRE HYDRANT ASSEMBLY	EA	15

N

SCALE
0' 30' 60' 120'

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: TECH:
CIVIL DESIGN ADVANTAGE

HOPE DISTRICT APARTMENTS

UTILITY PLAN - OVERALL

GRIMES, IOWA

C5.0

2205357

FILE: W:\2022\2205357\DWG\2205357- SITE UTILITY.DWG
FILE DATE: 6/20/23 DATE PLOTTED: 6/20/2023 4:40 PM
PLOTTED BY: TYLER ISAACS TECH:
COMMENT: ENG:



HOPE DISTRICT APARTMENTS

UTILITY PLAN

GRIMES, IOWA

C5.1

2205357

CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023



REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

TECH:

CIVIL DESIGN ADVANTAGE

GRIMES, IOWA

HOPE DISTRICT APARTMENTS

UTILITY PLAN

C5.2

2205357

FILE: H:\2022\2205357\DWG\2205357-SITE UTILITY.DWG
FILE DATE: 6/20/23 DATE PLOTTED: 6/20/2023 4:40 PM
PLOTTED BY: TYLER CRAFF TECH:
COMMENT:
ENG:



C5.3
2205357

HOPE DISTRICT APARTMENTS

UTILITY PLAN

GRIMES, IOWA

CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023



HOPE DISTRICT APARTMENTS

UTILITY PLAN

GRIMES, IOWA

CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

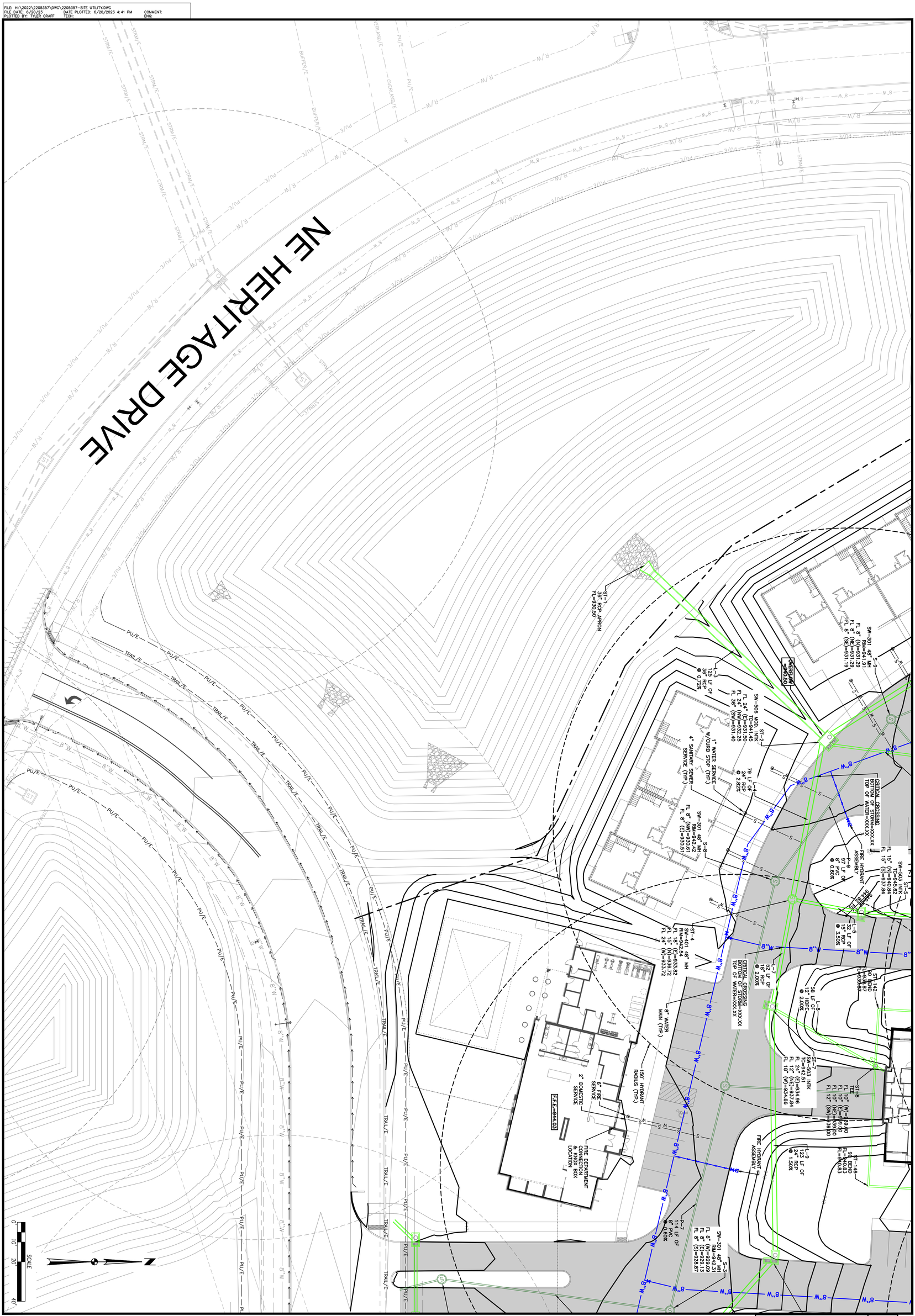
TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023

C5.4

2205357

FILE: H:\2022\2205357\DWG\2205357-SITE UTILITY.DWG
FILE DATE: 6/20/23 DATE PLOTTED: 6/20/2023 4:41 PM COMMENT:
PLOTTED BY: TYLER CRAFF TECH: ENG:



HOPE DISTRICT APARTMENTS

UTILITY PLAN

GRIMES, IOWA

C5.5

2205357

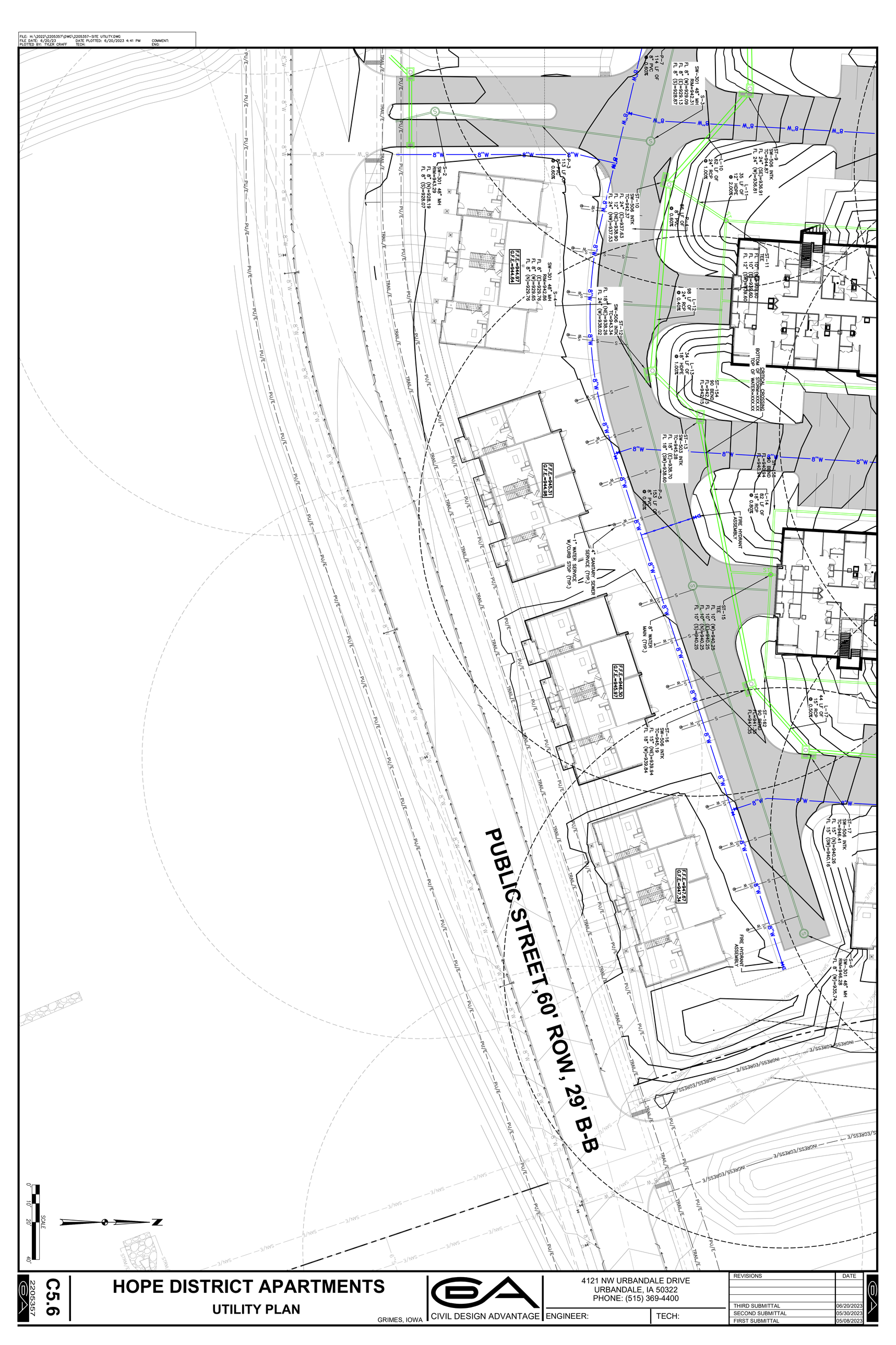
CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023



HOPE DISTRICT APARTMENTS

UTILITY PLAN

GRIMES, IOWA

C5.6

2205357

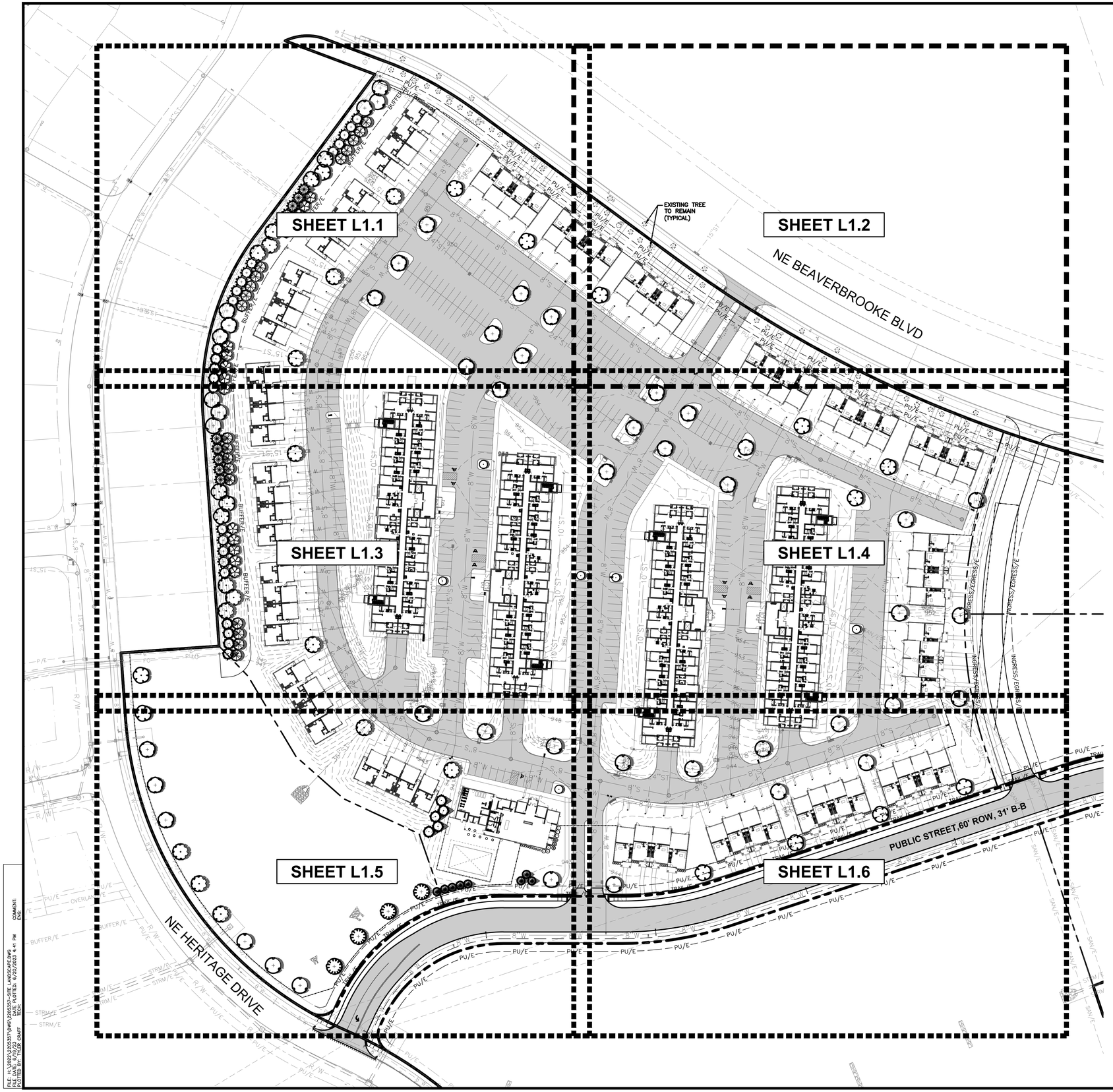
CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023



LANDSCAPE NOTES

1. LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
2. THE 2022 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
3. TYPE, SIZE, AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1
4. ALL PLANT MATERIAL SHALL BE HEALTHY SPECIMENS WITHOUT DEFORMITIES, VOIDS AND OPEN SPACES, WITH WELL DEVELOPED BRANCH AND ROOT SYSTEMS; TRUE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES OR VARIETY.
5. SOD ALL DISTURBED AREAS.
6. BACKFILL TO TOP OF CURB. (MINUS 1 1/2" FOR SOD, IF REQ.)
7. WEED PREVENTER (PRE-EMERGENT) SHALL BE SPREAD OVER SOIL AFTER PLANTING AND BEFORE MULCHING IN ALL PLANTING BEDS PER MANUFACTURER'S RECOMMENDATIONS.
8. SHREDDED HARDWOOD MULCH SHALL BE PLACED AROUND ALL TREES, SHRUBS AND IN ALL PLANTING BEDS TO A (MIN) DEPTH OF 3".
9. ALL EDGING SHALL BE SPADE CUT EDGE.
10. PLANT QUANTITIES ARE SHOWN FOR INFORMATION ONLY, THE DRAWING SHALL PREVAIL IF ANY CONFLICTS ARISE.
11. ALL DEBRIS SPILLED IN THE PUBLIC R.O.W. SHALL BE PICKED UP BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
12. CONTRACTOR SHALL WARRANTY ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
13. CONTRACTOR SHALL PROVIDE IRRIGATION DESIGN TO OWNER, IF REQUESTED, FOR APPROVAL.

LANDSCAPE REQUIREMENTS

AREAS

LOT	=	751,545 SF (17.25 ACRES)
OUTLOT	=	92,948 SF (2.18 ACRES)
TOTAL	=	844,493 SF (19.39 ACRES)

OPEN SPACE

OPEN SPACE REQUIRED: = 168,899 SF (20%)

OPEN SPACE LANDSCAPE REQUIREMENT

1 TREES PER 1,000 SF OF REQUIRED OPEN SPACE

REQUIRED: 169 TREES

PROVIDED

PROPOSED: 174 TREES
99 SHRUBS
90 PERRENIALS

EXISTING: 52 TREES
226 TOTAL (INCLUDING BUFFER & STREET TREES)*

STREET FRONTAGE NE BEAVERBROOKE BLVD (921 LF)

1 TREE REQUIRED FOR EVERY 50 FEET OF LOT FRONTAGE

REQUIRED: 19 TREES
PROVIDED: 52 TREES EXISTING TO REMAIN

STREET FRONTAGE NE HERITAGE DRIVE BLVD (544 LF)

1 TREE REQUIRED FOR EVERY 50 FEET OF LOT FRONTAGE

REQUIRED: 11 TREES
PROVIDED: 11 TREES

STREET FRONTAGE FUTURE STREET (872 LF)

1 TREE REQUIRED FOR EVERY 50 FEET OF LOT FRONTAGE

REQUIRED: 18 TREES
PROVIDED: 18 TREES

30' BUFFER (814 LF)

1 OVERSTORY, 2 UNDERSTORY & 2 EVERGREENS PER 50 LF.

REQUIRED: 17 OVERSTORY TREES
34 UNDERSTORY TREES
34 EVERGREEN TREES

PROVIDED: 21 OVERSTORY TREES
34 UNDERSTORY TREES
34 EVERGREEN TREES

*NOTE

REQUIRED STREET TREES AND BUFFER TREES COUNT TOWARDS REQUIRED OPEN SPACE TREES

PLANT SCHEDULE

EVERGREEN TREES	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
AC	10	White Fir	Abies concolor	B&B, 6' HEIGHT
PC	15	Blue Spruce	Picea pungens 'Colorado Green'	B&B, 6' HEIGHT
PF	8	Pyramidal White Pine	Pinus strobus 'Fastigiata'	B&B, 6' HEIGHT
PG	14	Colorado Blue Spruce	Picea pungens 'Glauca'	B&B, 6' HEIGHT
ORNAMENTAL TREES	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
MP	15	Prairifire Crab Apple	Malus x 'Prairifire'	B&B, 6' HEIGHT
MS	19	Spring Snow Crab Apple	Malus x 'Spring Snow'	B&B, 6' HEIGHT
OVERSTORY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
AA	17	Autumn Blaze Red Maple	Acer rubrum 'Autumn Blaze'	B&B, 8" HEIGHT
AR	4	Red Maple	Acer rubrum	B&B, 8" HEIGHT
BF	6	Dakota Pinnacle® Asian White Birch	Betula platyphylla 'Fargo'	B&B, 8" HEIGHT
GS	22	Skyline Honey Locust	Gleditsia triacanthos 'Skyline'	B&B, 8" HEIGHT
QB	18	Swamp White Oak	Quercus bicolor	B&B, 8" HEIGHT
QR	26	Red Oak	Quercus rubra	B&B, 8" HEIGHT
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
BW	86	Wintergreen Boxwood	Buxus microphylla 'Wintergreen'	18" HEIGHT
EC	3	Compact Burning Bush	Euonymus alatus 'Compactus'	24" HEIGHT
JS	6	Spartan Juniper	Juniperus chinensis 'Spartan'	36" HEIGHT
RR	4	Fine Line Buckthorn	Rhamnus frangula 'Fine Line'	36" HEIGHT
PERENNIALS	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
CK	42	Karl Foerster Feather Reed Grass	Calamagrostis x acutiflora 'Karl Foerster'	1 GAL.
HO	48	Stella de Oro Daylily	Hemerocallis x 'Stella de Oro'	1 GAL

SCALE 0' 30' 60' 120'

FILE: I:\2022\2205357\DWG\2205357-SITE LANDSCAPE.DWG
FILE DATE: 6/19/23
PLOTTED BY: TYLER COURT
DATE PLOTTED: 6/20/2023 4:41 PM
COMMENT:
DWG:
TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER:
TECH:

CIVIL DESIGN ADVANTAGE
GRIMES, IOWA

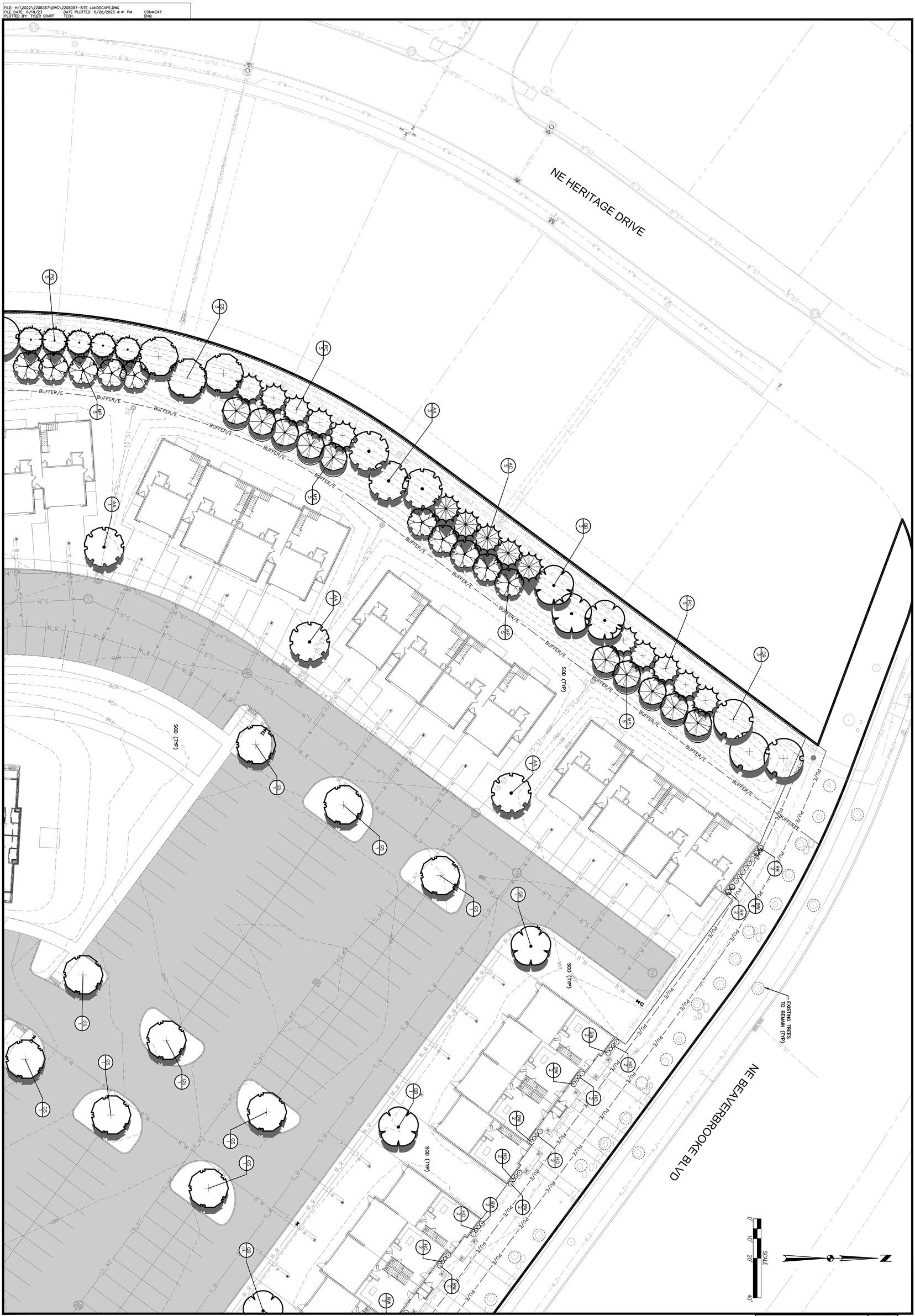
HOPE DISTRICT APARTMENTS

LANDSCAPE PLAN - OVERALL

L1.0

2205357

FILE: H:\2022\2205357\DWG\2205357-SITE LANDSCAPE.DWG
FILE DATE: 6/19/23 DATE PLOTTED: 6/20/2023 4:41 PM COMMENT:
PLOTTED BY: TYLER CRAFF TECH: ENG:



HOPE DISTRICT APARTMENTS

LANDSCAPE PLAN

GRIMES, IOWA

L1.1

2205357

CIVIL DESIGN ADVANTAGE

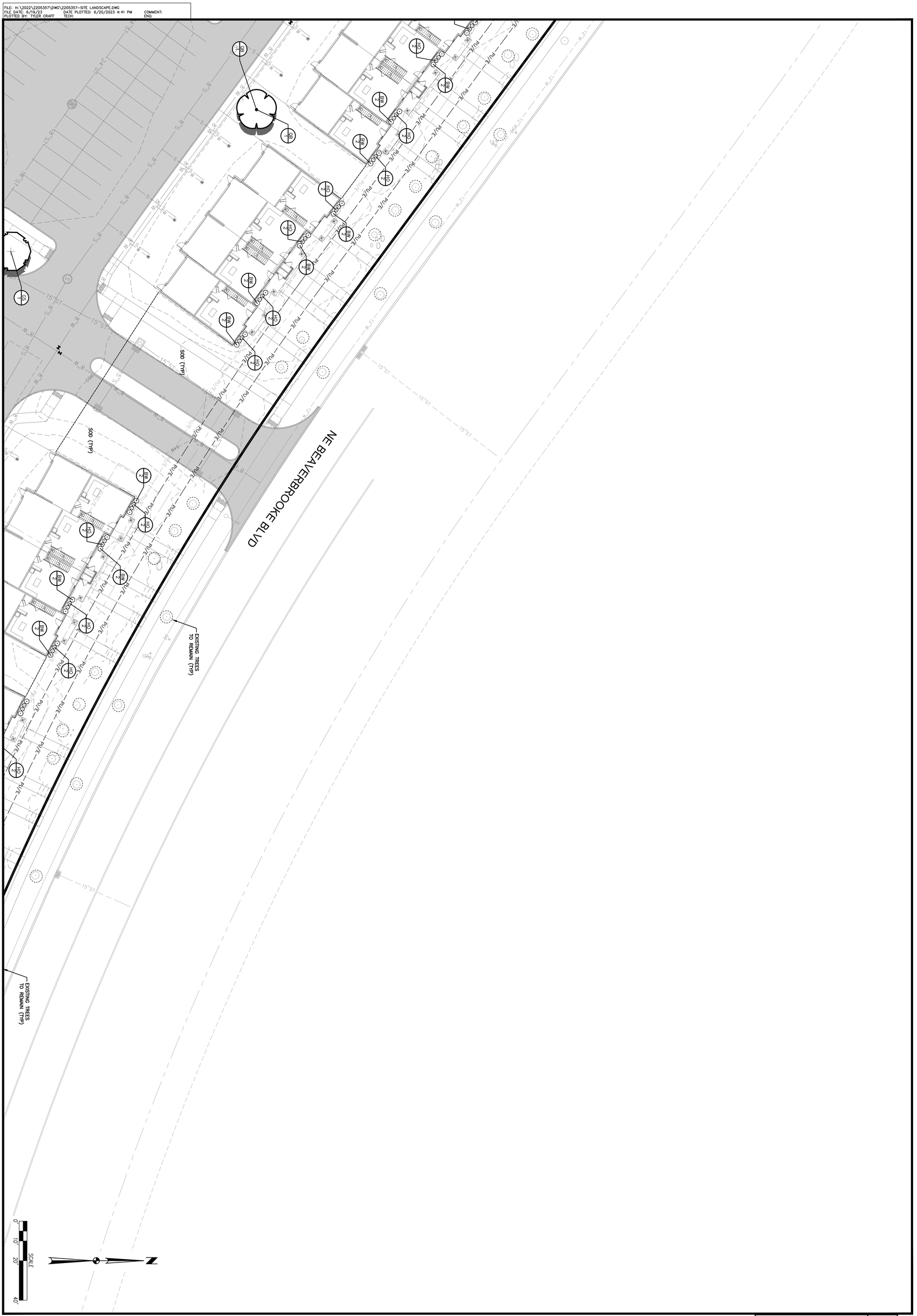
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023

FILE: H:\2022\2205357\DWG\2205357-SITE LANDSCAPE.DWG
FILE DATE: 6/19/23 DATE PLOTTED: 6/20/2023 4:41 PM COMMENT:
PLOTTED BY: TYLER CRAFF TECH: ENG:



HOPE DISTRICT APARTMENTS

LANDSCAPE PLAN

GRIMES, IOWA

L1.2

2205357

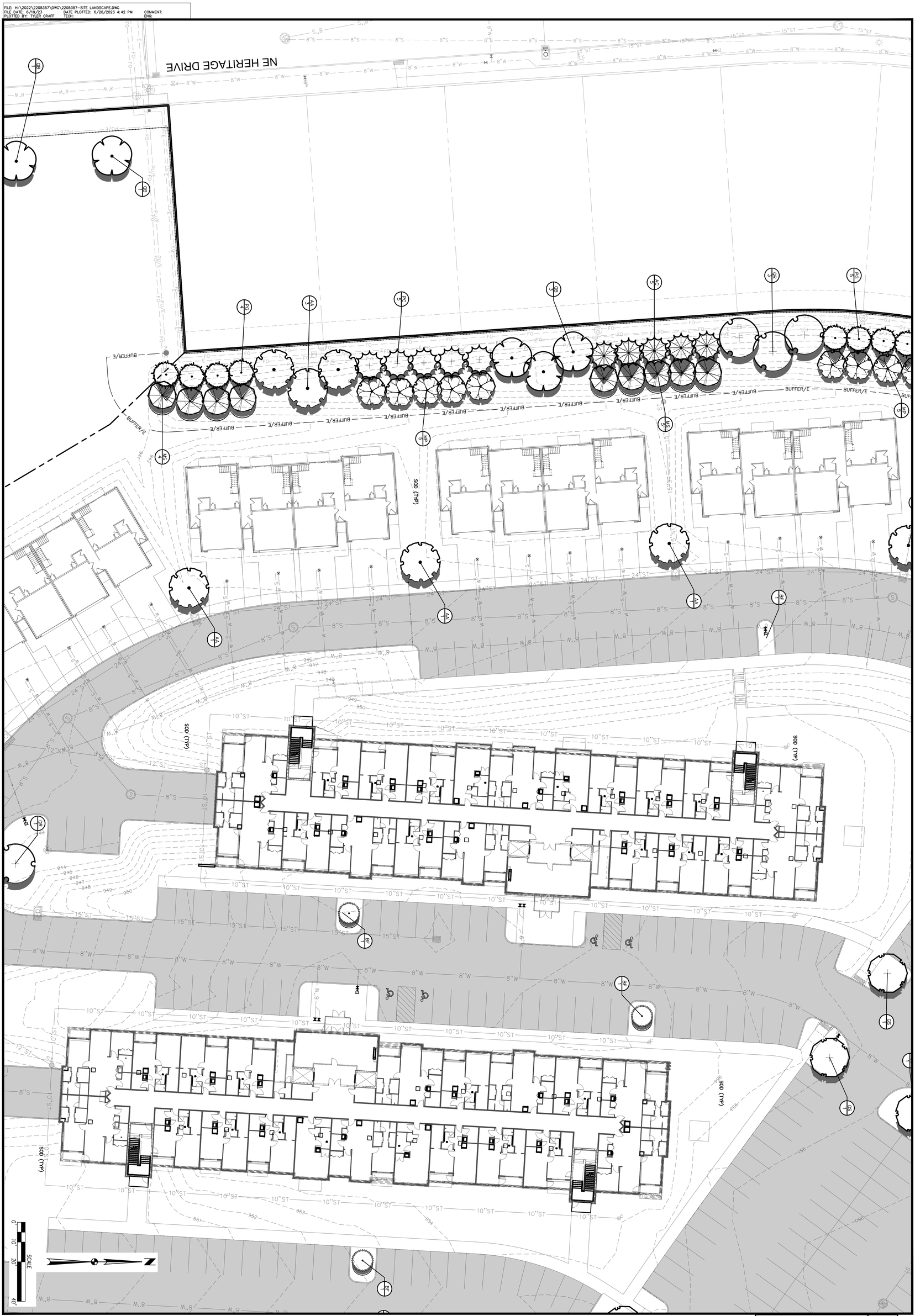
CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023



FILE: H:\2022\2205357\DWG\2205357-SITE LANDSCAPE.DWG
FILE DATE: 6/19/23 DATE PLOTTED: 6/20/2023 4:42 PM
PLOTTED BY: TYLER CRAFF TECH:
COMMENT:
ENG:

HOPE DISTRICT APARTMENTS

LANDSCAPE PLAN

GRIMES, IOWA

L1.3

2205357

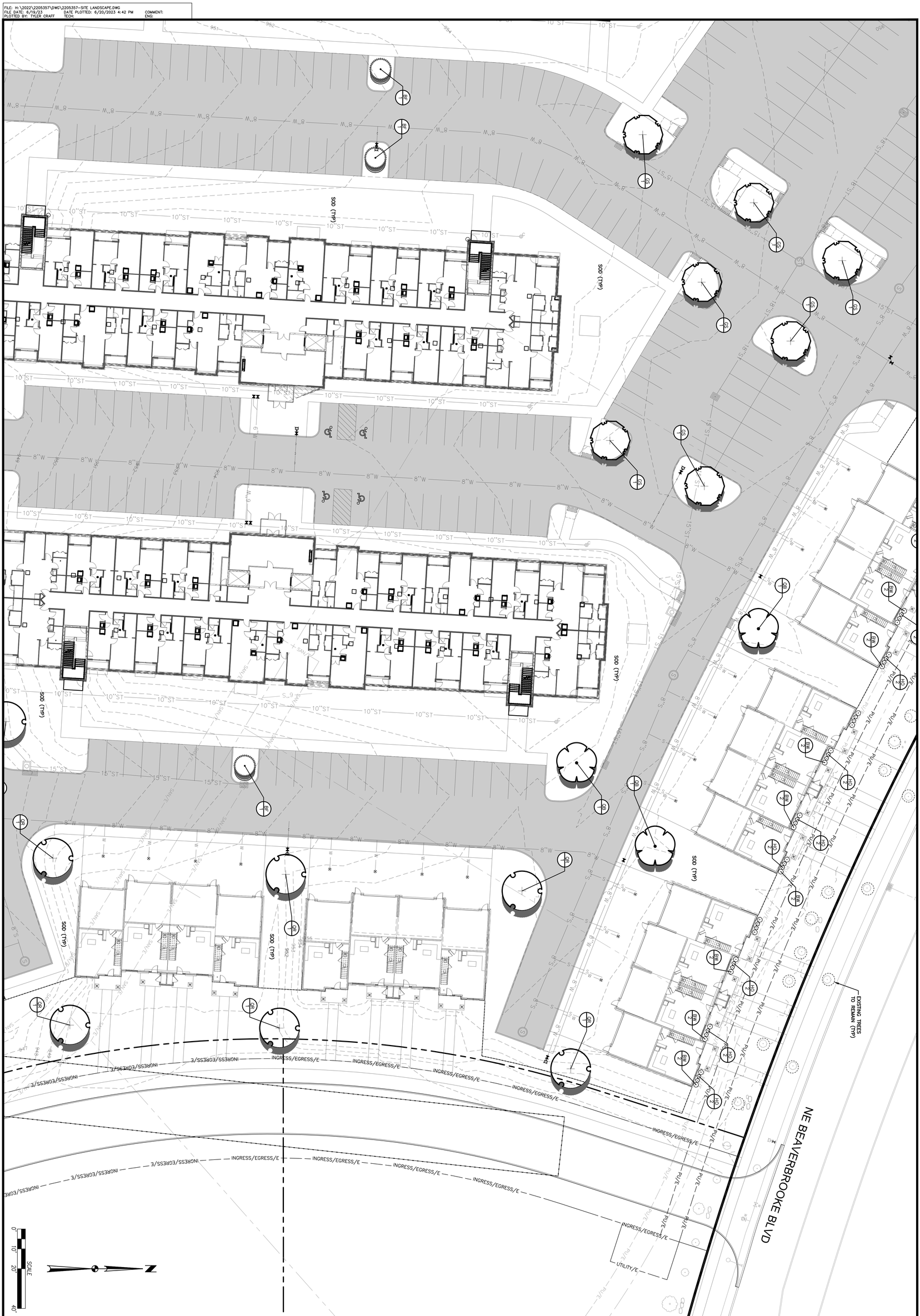
CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023



FILE: H:\2022\2205357\DWG\2205357-SITE LANDSCAPE.DWG
FILE DATE: 6/19/23 DATE PLOTTED: 6/20/2023 4:42 PM
PLOTTED BY: TYLER CRAFF TECH: ENG:
COMMENT:

HOPE DISTRICT APARTMENTS

LANDSCAPE PLAN

GRIMES, IOWA

2205357 L1.4

CIVIL DESIGN ADVANTAGE

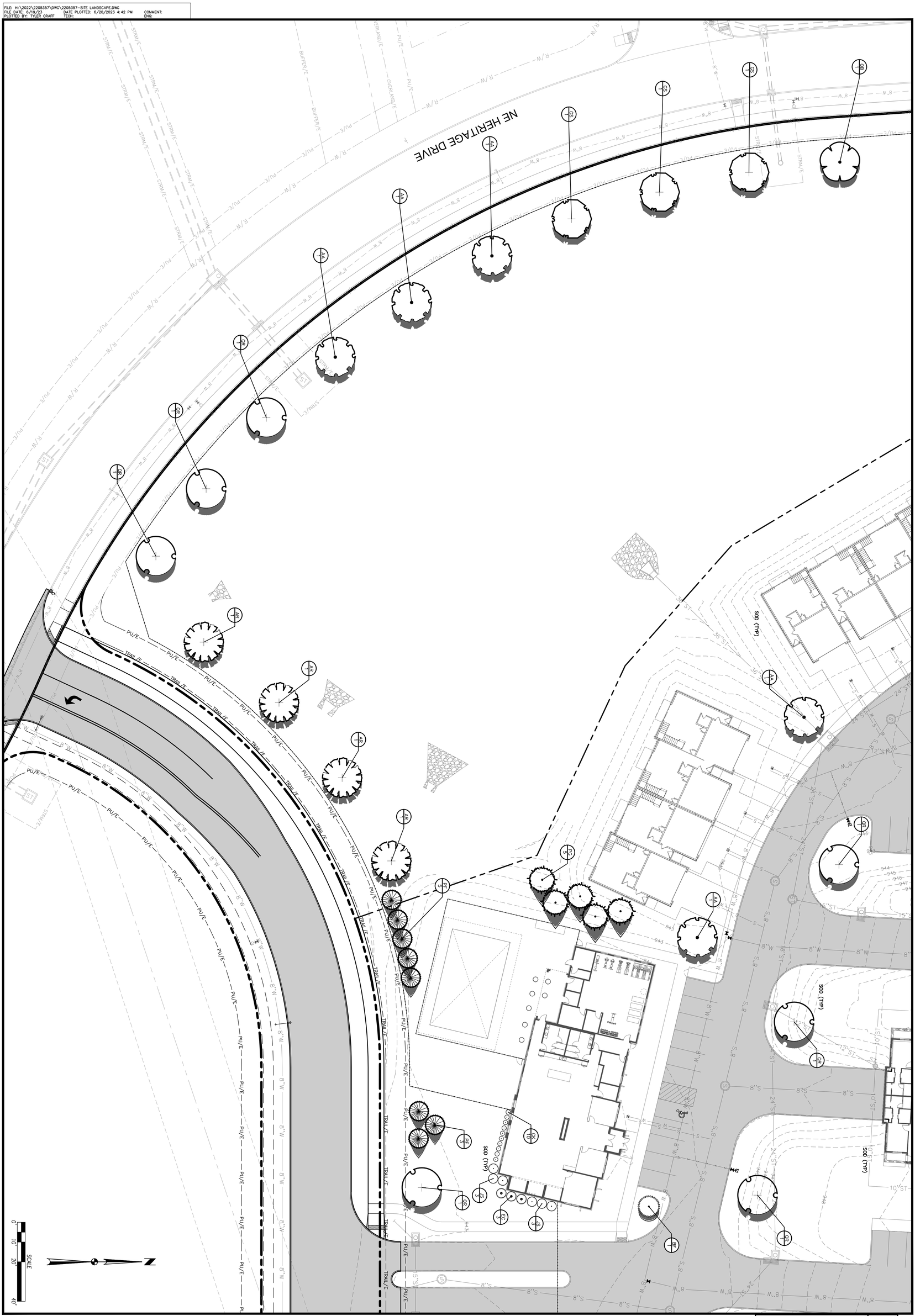
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023

FILE: H:\2022\2205357\DWG\2205357-SITE LANDSCAPE.DWG
FILE DATE: 6/19/23 DATE PLOTTED: 6/20/2023 4:42 PM COMMENT:
PLOTTED BY: TYLER CRAFF TECH: ENG:



HOPE DISTRICT APARTMENTS

LANDSCAPE PLAN

GRIMES, IOWA

L1.5

2205357

CIVIL DESIGN ADVANTAGE

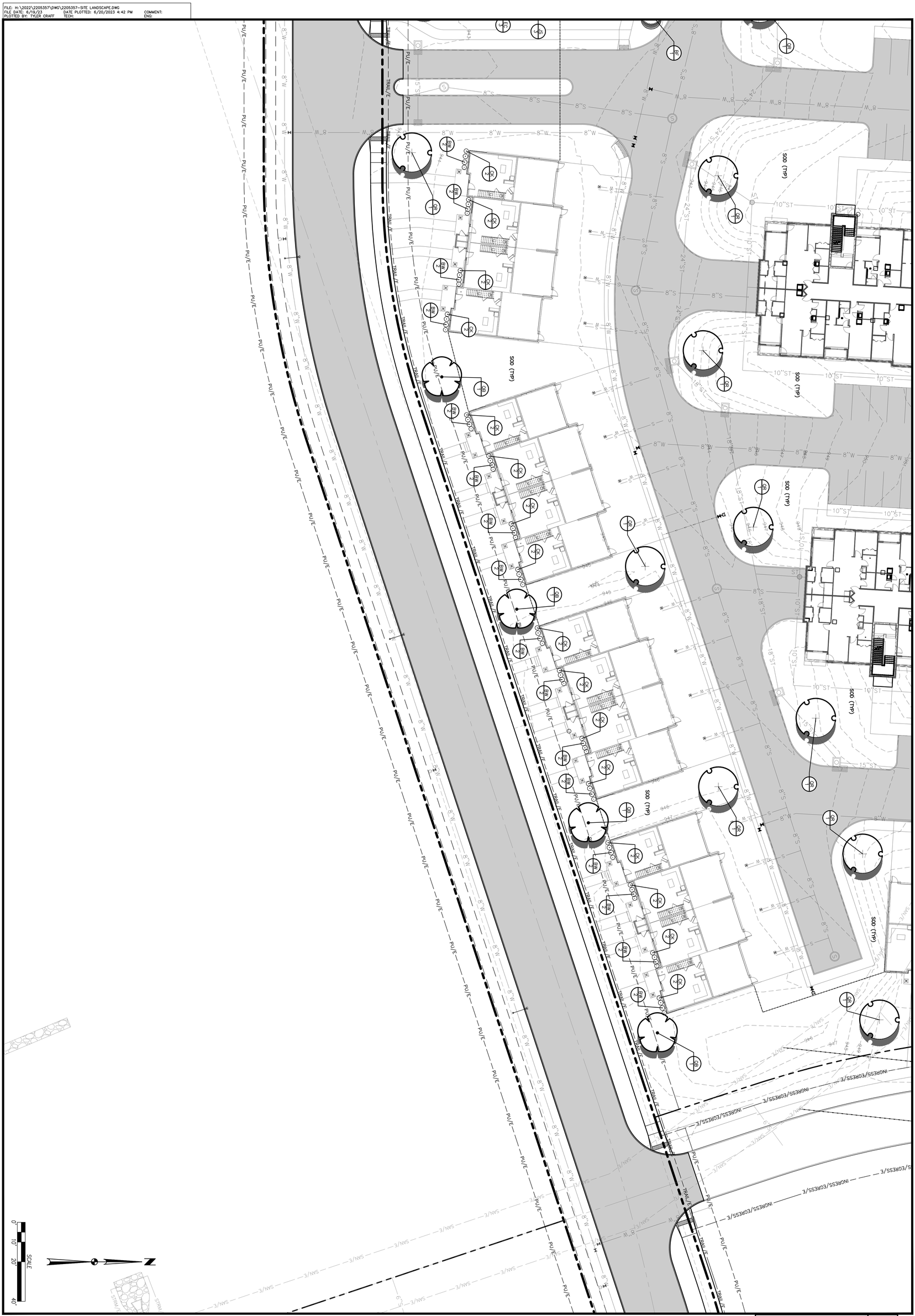
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023

FILE: H:\2022\2205357\DWG\2205357-SITE LANDSCAPE.DWG
FILE DATE: 6/19/23 DATE PLOTTED: 6/20/2023 4:42 PM
PLOTTED BY: TYLER CRAFF TECH:
COMMENT:
ENG:



HOPE DISTRICT APARTMENTS

LANDSCAPE PLAN

GRIMES, IOWA

L1.6

2205357

CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

TECH:

REVISIONS	DATE
THIRD SUBMITTAL	06/20/2023
SECOND SUBMITTAL	05/30/2023
FIRST SUBMITTAL	05/08/2023

NOTE: GRADES DEPICTED FOR DIAGRAMATTIC AND REPRESENTATIONAL PURPOSES ONLY. CIVIL ELEMENTS INCLUDING BUT NOT LIMITED TO GRADING, SIDEWALKS, PAVING ARE STILL IN DEVELOPMENT



1 SCHEMATIC - FRONT ELEVATION

SCALE: 3/32" = 1'-0"

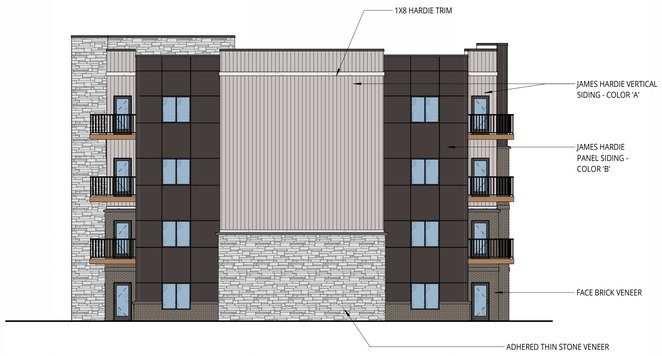


2 SCHEMATIC - REAR ELEVATION

SCALE: 3/32" = 1'-0"

CODE - ELEVATION MATERIAL PERCENTAGES (OVERALL)

ELEVATION	WALL AREA	% OF TOTAL
EAST (FRONT)		
Elev Calcs_Canopy/Louver	23 SF	0.2%
Elev Calcs_Glazing	3,627 SF	24.9%
Elev Calcs_Masonry/Stone	4,149 SF	28.5%
Elev Calcs_Siding	6,770 SF	46.5%
	14,568 SF	100.0%
NORTH (LEFT)		
Elev Calcs_Glazing	352 SF	9.7%
Elev Calcs_Masonry/Stone	1,082 SF	29.7%
Elev Calcs_Siding	2,213 SF	60.7%
	3,647 SF	100.0%
SOUTH (RIGHT)		
Elev Calcs_Canopy/Louver	50 SF	1.2%
Elev Calcs_Glazing	354 SF	8.7%
Elev Calcs_Masonry/Stone	1,497 SF	36.7%
Elev Calcs_Siding	2,179 SF	53.4%
	4,080 SF	100.0%
WEST (BACK)		
Elev Calcs_Glazing	3,429 SF	22.8%
Elev Calcs_Masonry/Stone	4,528 SF	30.1%
Elev Calcs_Siding	7,088 SF	47.1%
	15,045 SF	100.0%



3 SCHEMATIC - NORTH ELEVATION

SCALE: 3/32" = 1'-0"



4 SCHEMATIC - SOUTH ELEVATION

SCALE: 3/32" = 1'-0"



5 MAIN ENTRY PERSPECTIVE

SCALE:

PROPERTY OF

THIS PLAN IS THE PROPERTY OF DOWNING CONSTRUCTION INC.

ANY USE WITHOUT WRITTEN PERMISSION IS STRICTLY PROHIBITED!

STUDIO ARCHITECTURE II INTERIORS
509 East Scenic Valley Ave.
Indianola, Iowa 50125
p: 515.961.5386
f: 515.961.0468
www.downingconstruct.com
www.downingplanroom.com

HOPE DISTRICT APARTMENTS

TBD
GRIMES, IA 50111

DESIGN DEVELOPMENT PLAN(S) - NOT FOR CONSTRUCTION

DISCOVER/ ANALYZE | DEVELOP | COMMIT | DELIVER

DRAWN BY: **Precon. Team**

ORIGINAL CONSTRUCTION DOCUMENT **TBD**

REVISIONS

PLAN NO. = **90-163**

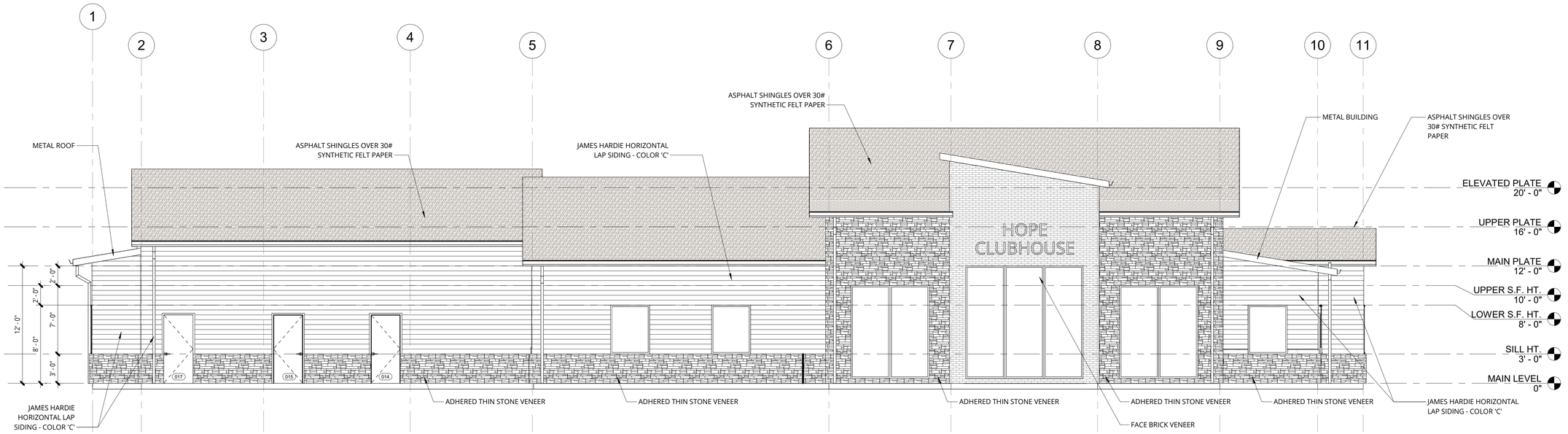
DWG. LIST

SCHEMATIC EXTERIOR ELEVATIONS

SHEET NO.

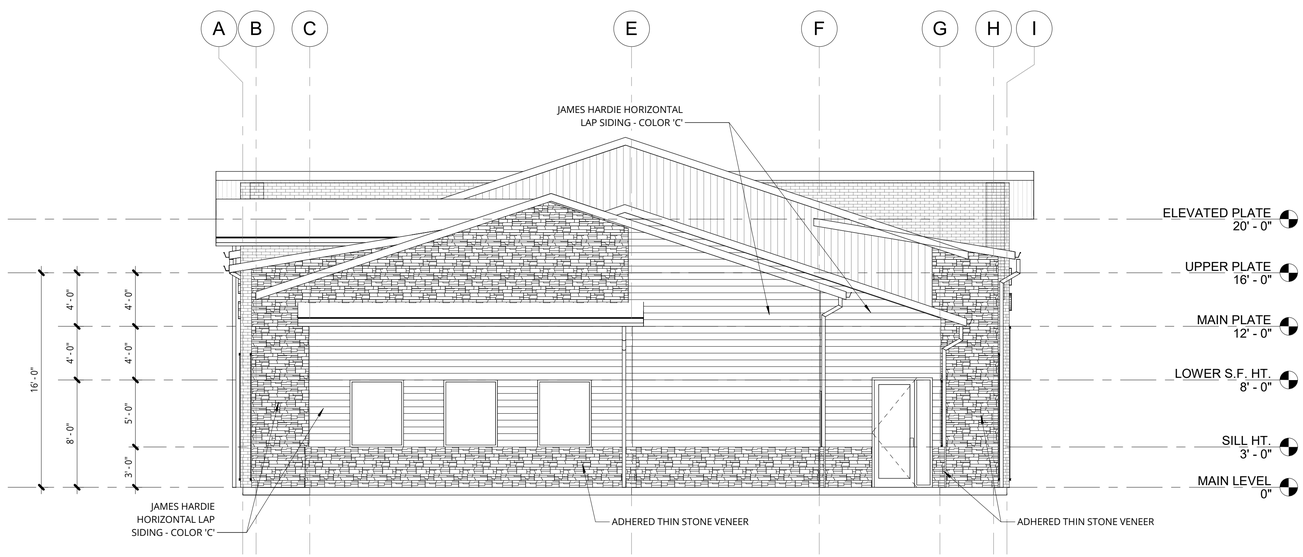
SD-200

5/31/2023 5:32:05 PM
S:\01 Design\08 Residential-Multi Family\90-163 Hope Luxury Apartments\01 Design\05 Revit\90-163_Hope Apartments_Grimes_R23.rvt



1 SOUTH ELEVATION

SCALE: 3/16" = 1'-0"



2 WEST ELEVATION

SCALE: 3/16" = 1'-0"

✻ Emergency Egress
One sash of this group must comply with governing fire and building codes.

THIS PLAN IS THE PROPERTY OF DOWNING CONSTRUCTION INC.

ANY USE WITHOUT WRITTEN PERMISSION IS STRICTLY PROHIBITED!

STUDIO
ARCHITECTURE || INTERIORS
509 East Scenic Valley Ave.
Indianola, Iowa 50125
p: 515.961.5386
f: 515.961.0468
www.downingconstruct.com
www.downingplanroom.com

HOPE DISTRICT - CLUBHOUSE
TBD
GRIMES, IA 50111

DESIGN DEVELOPMENT PLAN(S) - NOT FOR CONSTRUCTION

DISCOVER/ ANALYZE | DEVELOP | COMMIT | DELIVER

DRAWN BY: **Precon. Team**

ORIGINAL CONSTRUCTION DOCUMENT
TBD

REVISIONS

06/20/2023 - DD CHECK
--/--/----
--/--/----
--/--/----
--/--/----
--/--/----

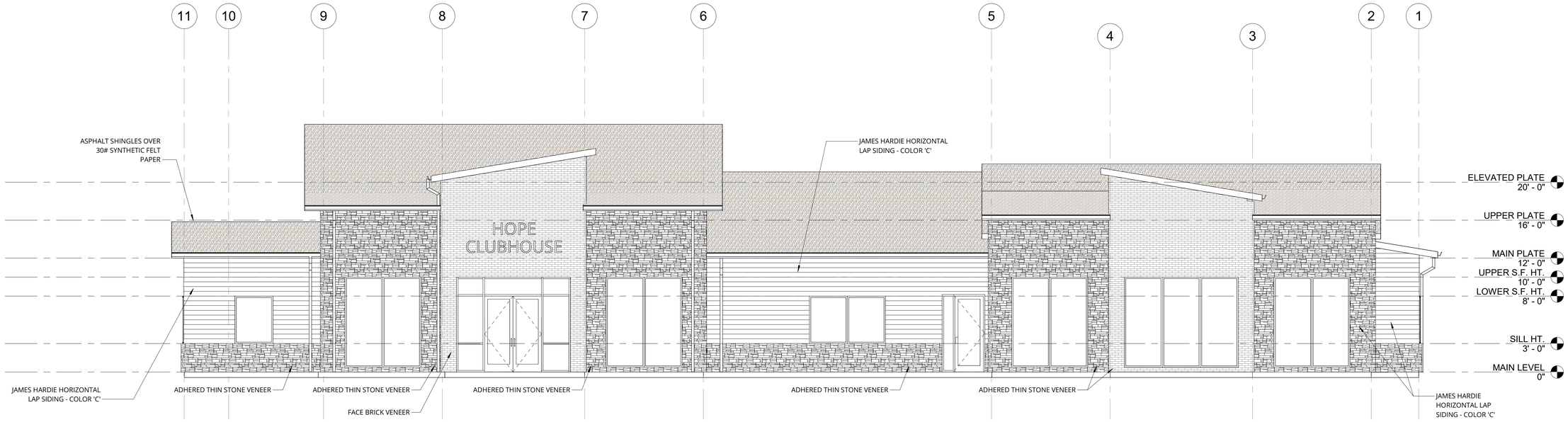
PLAN NO. = **90-155**

DWG. LIST

EXTERIOR ELEVATIONS

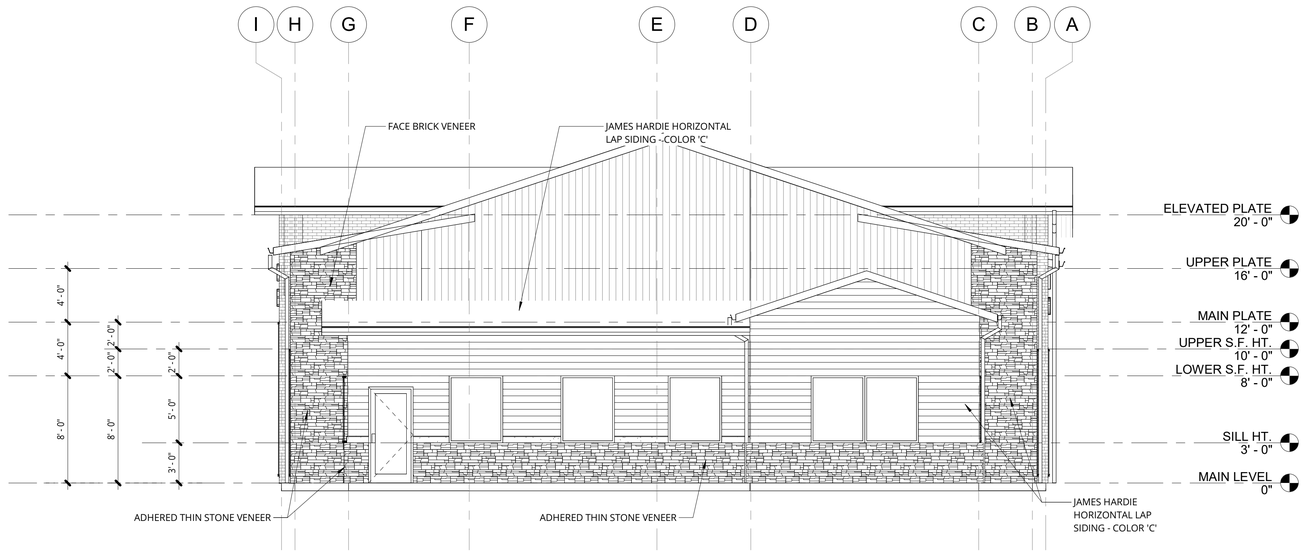
SHEET NO.

A-200



1 NORTH ELEVATION

SCALE: 3/16" = 1'-0"



2 EAST ELEVATION

SCALE: 3/16" = 1'-0"

✻ Emergency Egress
One sash of this group must comply with governing fire and building codes.

THIS PLAN IS THE PROPERTY OF DOWNING CONSTRUCTION INC.

ANY USE WITHOUT WRITTEN PERMISSION IS STRICTLY PROHIBITED!

STUDIO
ARCHITECTURE || INTERIORS
509 East Scenic Valley Ave.
Indianola, Iowa 50125
p: 515.961.5386
f: 515.961.0468
www.downingconstruct.com
www.downingplanroom.com

HOPE DISTRICT - CLUBHOUSE
TBD
GRIMES, IA 50111

DISCOVER/ ANALYZE
DESIGN DEVELOPMENT PLAN(S) - NOT FOR CONSTRUCTION
DEVELOP
COMMIT
DELIVER

DRAWN BY: **Precon. Team**

ORIGINAL CONSTRUCTION DOCUMENT
TBD

REVISIONS

06/20/2023 - DD CHECK
--/--/----
--/--/----
--/--/----
--/--/----
--/--/----

PLAN NO. = **90-155**

DWG. LIST

EXTERIOR ELEVATIONS

SHEET NO.

A-201



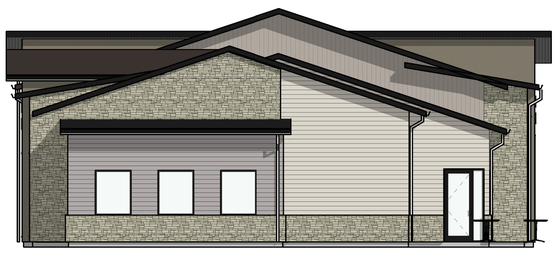
1 COLOR - NORTH ELEVATION

SCALE: 1/8" = 1'-0"



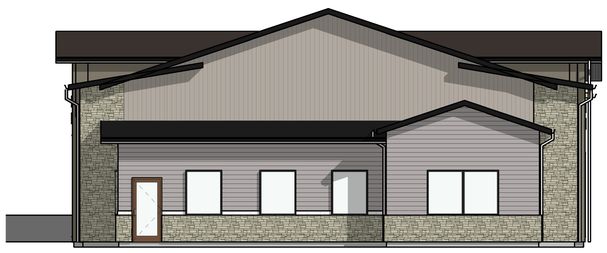
2 COLOR - SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



3 COLOR - WEST ELEVATION

SCALE: 1/8" = 1'-0"



4 COLOR - EAST ELEVATION

SCALE: 1/8" = 1'-0"

MATERIAL PERCENTAGES

NORTH FACADE

MATERIAL	AREA	PERCENTAGE
BRICK VENEER	393 SF	19%
STONE	689 SF	33%
SIDING	373 SF	18%
GLAZING	635 SF	30%
TOTAL	2,090 SF	100%

EAST FACADE

MATERIAL	AREA	PERCENTAGE
BRICK VENEER	62 SF	5%
STONE	280 SF	25%
SIDING	662 SF	59%
GLAZING	124 SF	11%
TOTAL	1,128 SF	100%

SOUTH FACADE

MATERIAL	AREA	PERCENTAGE
BRICK VENEER	191 SF	10%
STONE	534 SF	28%
SIDING	823 SF	43%
GLAZING	350 SF	19%
TOTAL	1,898 SF	100%

WEST FACADE

MATERIAL	AREA	PERCENTAGE
BRICK VENEER	107 SF	10%
STONE	395 SF	35%
SIDING	560 SF	50%
GLAZING	60 SF	5%
TOTAL	1,122 SF	100%

EXTERIOR MATERIAL SELECTIONS

NOTE:
THESE SELECTIONS ARE PROVIDED TO SHOW "COLOR INTENT".

FINAL SELECTIONS CAN/ OR WILL BE MADE BY THE OWNER AS THIS PROJECT PROGRESSES.

ROOFING: SHINGLES
CERTAINTEED
- LANDMARK PRO
  - MAX DEF
    - SHENANDOAH

ROOFING: FASCIA & SOFFIT PANELS
ROLEX or SIMILAR
- SHELL
  - INCLUDES:
    - VISIBLE FLASHINGS

ROOFING: GUTTER & DOWNSPOUTS
ROLEX or SIMILAR
- SHELL

HARDIEPANEL SIDING
JAMES HARDIE
- PAINT COLOR
  - SHERWIN WILLIAMS
    - SW7674
      - PEPPERCORN
        - PAINT GARAGE DOOR TO MATCH

VERTICAL BOARD-N-BATTEN
JAMES HARDIE
- PAINT COLOR
  - SHERWIN WILLIAMS
    - SW7024
      - FUNCTIONAL GRAY

HARDIEPLANK LAP SIDING
JAMES HARDIE
- PAINT COLOR
  - SHERWIN WILLIAMS
    - SW9165
      - GOSSAMER VEIL

HARDIETRIM
JAMES HARDIE
- PAINT COLOR
  - SHERWIN WILLIAMS
    - SW7551
      - GREEK VILLA

LIMESTONE BANDING @ BRICK VENEER
HEBRON BRICK
- COLOR: MATCH BRICK
  - T.B.D.

BRICK MASONRY VENEER
HEBRON BRICK
- SIZE: MODULAR
  - SLATE GRAY

LIMESTONE BANDING/ WINDOW SILL TRIM
CORONADO STONE PRODUCTS
- COLOR: MATCH LIMESTONE

CULTURED STONE VENEER
CORONADO STONE PRODUCTS
- CUT: SAWTOOTH LEDGE
  - COLOR: CHALK

WINDOW CLAD EXTERIOR FINISH
PELLA IMPERVIA
- BLACK
  - INCLUDES:
    - VISIBLE FLASHINGS
      V.E. OPTION: 250 SERIES
      (SEE A-200 FOR EGRESS
      SIZING CHANGES)

POST STAIN COLOR
SHERWIN WILLIAMS
- STAIN COLOR: GRAY SKY
  - DB 2115

STOREFRONT
KAWNEER OR SIMILAR
- ANODIZED BLACK
  - INCLUDES:
    - VISIBLE FLASHINGS

THIS PLAN IS THE PROPERTY OF DOWNING CONSTRUCTION INC.

ANY USE WITHOUT WRITTEN PERMISSION IS STRICTLY PROHIBITED!

STUDIO
ARCHITECTURE II INTERIORS
509 East Scenic Valley Ave.
Indianola, Iowa 50125
p: 515.961.5386
f: 515.961.0468
www.downingconstruct.com
www.downingplanroom.com

HOPE DISTRICT - CLUBHOUSE

TBD
GRIMES, IA 50111

DESIGN DEVELOPMENT PLAN(S) - NOT FOR CONSTRUCTION

DISCOVER/ ANALYZE | DEVELOP | DELIVER | COMMIT

DRAWN BY: **Precon. Team**

ORIGINAL CONSTRUCTION DOCUMENT
TBD

REVISIONS

06/20/2023 - DD CHECK
--/--/----
--/--/----
--/--/----
--/--/----
--/--/----

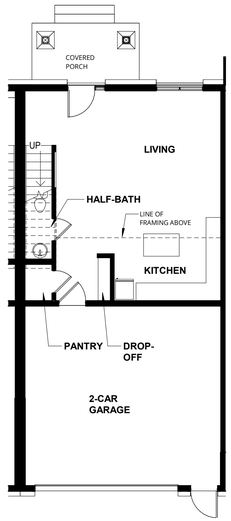
PLAN NO. = **90-155**

DWG. LIST

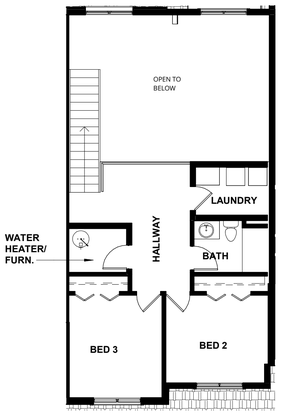
COLOR EXTERIOR ELEVATIONS

SHEET NO.

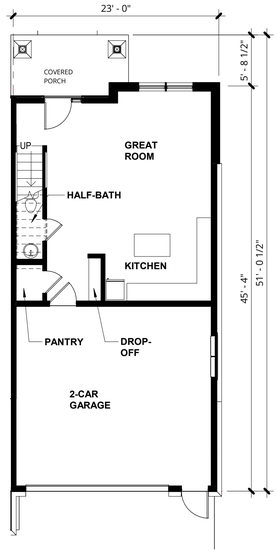
A-202



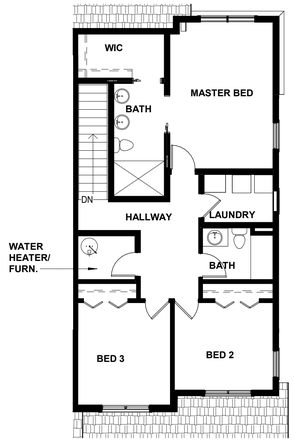
7 **SD - 2 BR MAIN LEVEL**
SCALE: 1/8" = 1'-0"



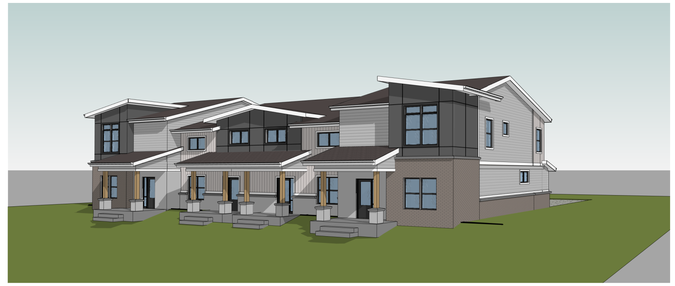
8 **SD - 2 BR SECOND LEVEL**
SCALE: 1/8" = 1'-0"



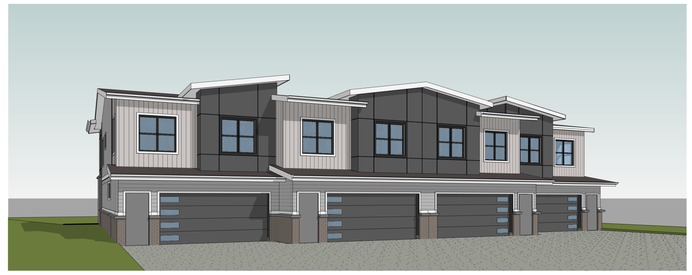
9 **SD - 3 BR MAIN LEVEL**
SCALE: 1/8" = 1'-0"



10 **SD - 3 BR SECOND LEVEL**
SCALE: 1/8" = 1'-0"



5 **3D PERSPECTIVE - REAR**
SCALE:

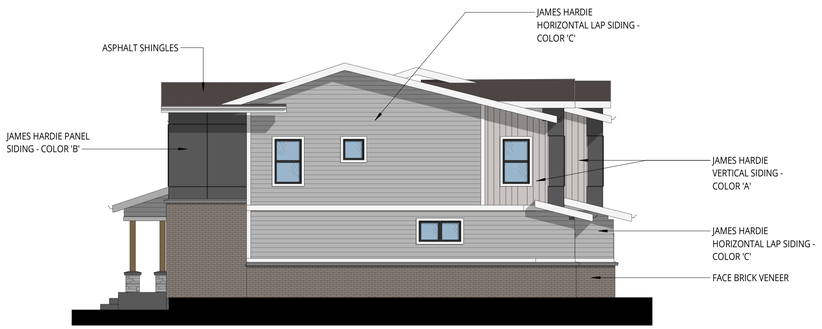


6 **3D PERSPECTIVE - FRONT**
SCALE:

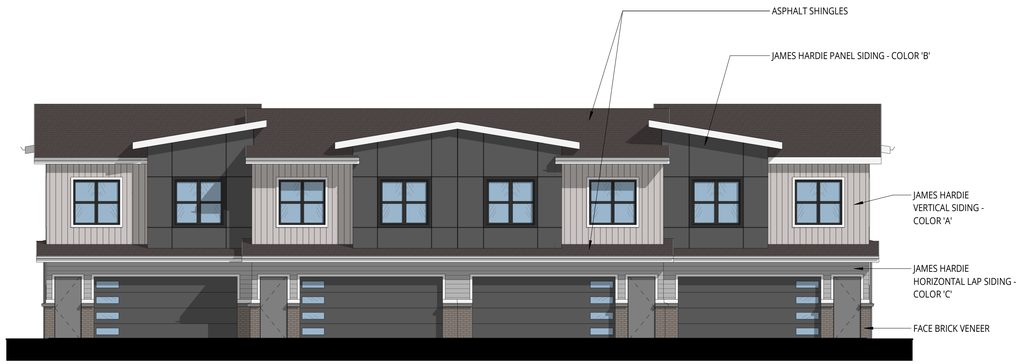
Area Schedule (Gross Building)	
Name	**Area**
MAIN LEVEL	4,510 SF
SECOND LEVEL	3,241 SF
	7,750 SF

CODE - ELEVATION MATERIAL PERCENTAGES (OVERALL)

ELEVATION	WALL AREA	% OF TOTAL
FRONT		
Elev Calcs_Glazing	244 SF	16.4%
Elev Calcs_Masonry/Stone	64 SF	4.3%
Elev Calcs_Siding	1,178 SF	79.3%
	1,485 SF	100.0%
LEFT		
Elev Calcs_Glazing	46 SF	4.5%
Elev Calcs_Masonry/Stone	253 SF	24.9%
Elev Calcs_Siding	720 SF	70.6%
	1,019 SF	100.0%
REAR		
Elev Calcs_Glazing	363 SF	20.7%
Elev Calcs_Masonry/Stone	535 SF	30.5%
Elev Calcs_Siding	854 SF	48.7%
	1,752 SF	100.0%
RIGHT		
Elev Calcs_Glazing	46 SF	4.5%
Elev Calcs_Masonry/Stone	253 SF	24.9%
Elev Calcs_Siding	720 SF	70.6%
	1,019 SF	100.0%



3 **SCHEMATIC - RIGHT ELEVATION**
SCALE: 1/8" = 1'-0"



4 **SCHEMATIC - FRONT ELEVATION**
SCALE: 1/8" = 1'-0"



2 **SCHEMATIC - LEFT ELEVATION**
SCALE: 1/8" = 1'-0"



1 **SCHEMATIC - REAR ELEVATION**
SCALE: 1/8" = 1'-0"

THIS PLAN IS THE PROPERTY OF DOWNING CONSTRUCTION INC.

ANY USE WITHOUT WRITTEN PERMISSION IS STRICTLY PROHIBITED!

STUDIO
ARCHITECTURE || INTERIORS
509 East Scenic Valley Ave.
Indianola, Iowa 50125
p: 515.961.5386
f: 515.961.0468
www.downingconstruct.com
www.downingplanroom.com

HOPE DISTRICT TOWNHOMES - PLAN 1B

TBD
GRIMES, IA 50111

DESIGN DEVELOPMENT PLAN(S) - NOT FOR CONSTRUCTION

DISCOVER/ ANALYZE | DESIGN DEVELOP | COMMIT | DELIVER

DRAWN BY: **Precon. Team**

ORIGINAL CONSTRUCTION DOCUMENT
TBD

REVISIONS

PLAN NO. = **90-163**

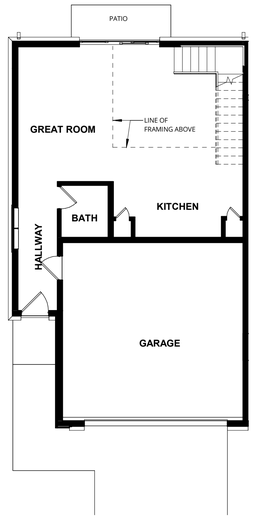
DWG. LIST

SCHEMATIC ELEVATIONS

SHEET NO.

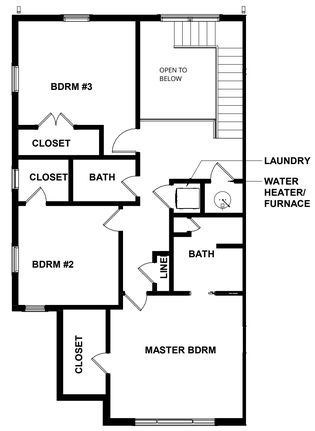
SD-200

5/31/2023 4:41:39 PM
S:\01 Design\08 Residential-Multi Family\90-163 Hope Luxury Townhomes\01 Design\05 Revit\90-163_Hope Townhomes_Grimes_Plan 1B_R23.rvt



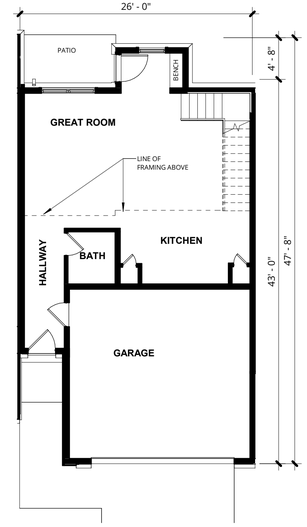
7 SD - 3 BR MAIN LEVEL

SCALE: 1/8" = 1'-0"



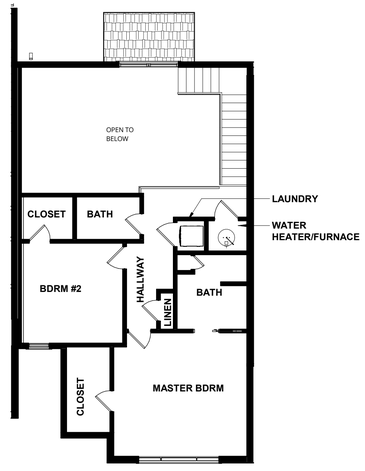
8 SD - 3 BR SECOND LEVEL

SCALE: 1/8" = 1'-0"



9 SD - 2 BR MAIN LEVEL

SCALE: 1/8" = 1'-0"



10 SD - 2 BR SECOND LEVEL

SCALE: 1/8" = 1'-0"



5 3D PERSPECTIVE - REAR

SCALE:



6 3D PERSPECTIVE - FRONT

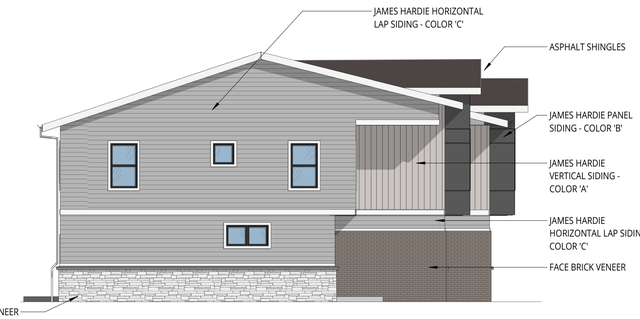
SCALE:

Area Schedule (Gross Building)

Name	Area
MAIN LEVEL	4,501 SF
SECOND LEVEL	3,422 SF
	7,923 SF

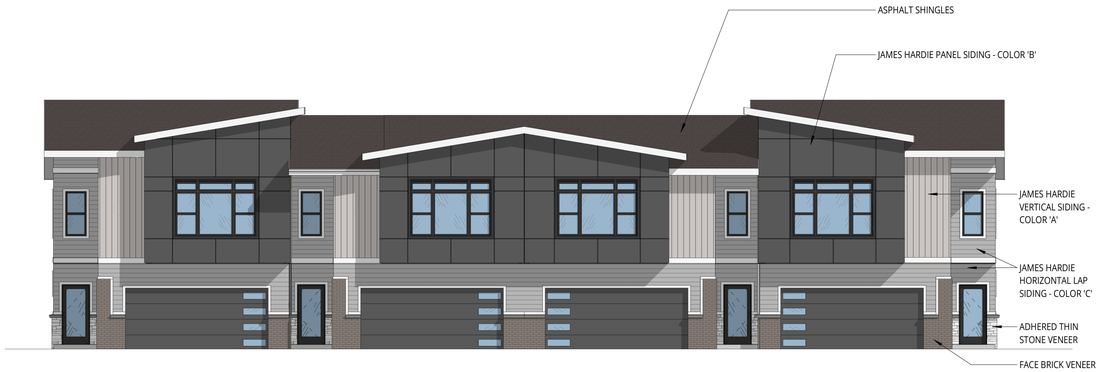
CODE - ELEVATION MATERIAL PERCENTAGES (OVERALL)

ELEVATION	WALL AREA	% OF TOTAL
FRONT		
Elev Calcs_Glazing	389 SF	16.3%
Elev Calcs_Masonry/Stone	145 SF	6.1%
Elev Calcs_Siding	1,851 SF	77.6%
	2,385 SF	100.0%
LEFT		
Elev Calcs_Glazing	46 SF	4.3%
Elev Calcs_Masonry/Stone	223 SF	20.9%
Elev Calcs_Siding	801 SF	74.8%
	1,071 SF	100.0%
REAR		
Elev Calcs_Glazing	329 SF	16.8%
Elev Calcs_Masonry/Stone	320 SF	16.3%
Elev Calcs_Siding	1,316 SF	67.0%
	1,964 SF	100.0%
RIGHT		
Elev Calcs_Glazing	46 SF	4.3%
Elev Calcs_Masonry/Stone	223 SF	20.9%
Elev Calcs_Siding	801 SF	74.8%
	1,071 SF	100.0%



3 SCHEMATIC - RIGHT ELEVATION

SCALE: 1/8" = 1'-0"



4 SCHEMATIC - FRONT ELEVATION

SCALE: 1/8" = 1'-0"



2 SCHEMATIC - LEFT ELEVATION

SCALE: 1/8" = 1'-0"



1 SCHEMATIC - REAR ELEVATION

SCALE: 1/8" = 1'-0"

THIS PLAN IS THE PROPERTY OF DOWNING CONSTRUCTION INC.

ANY USE WITHOUT WRITTEN PERMISSION IS STRICTLY PROHIBITED!

STUDIO
ARCHITECTURE || INTERIORS
509 East Scenic Valley Ave.
Indianola, Iowa 50125
p: 515.961.5386
f: 515.961.0468
www.downingconstruct.com
www.downingplanroom.com

HOPE DISTRICT TOWNHOMES - PLAN 1A

TBD
GRIMES, IA 50111

SCHEMATIC DESIGN PLAN(S) - NOT FOR CONSTRUCTION

DISCOVER/ ANALYZE | DESIGN | DEVELOP | COMMIT | DELIVER

DRAWN BY: **Precon. Team**

ORIGINAL CONSTRUCTION DOCUMENT
TBD

REVISIONS

PLAN NO. = **90-163**

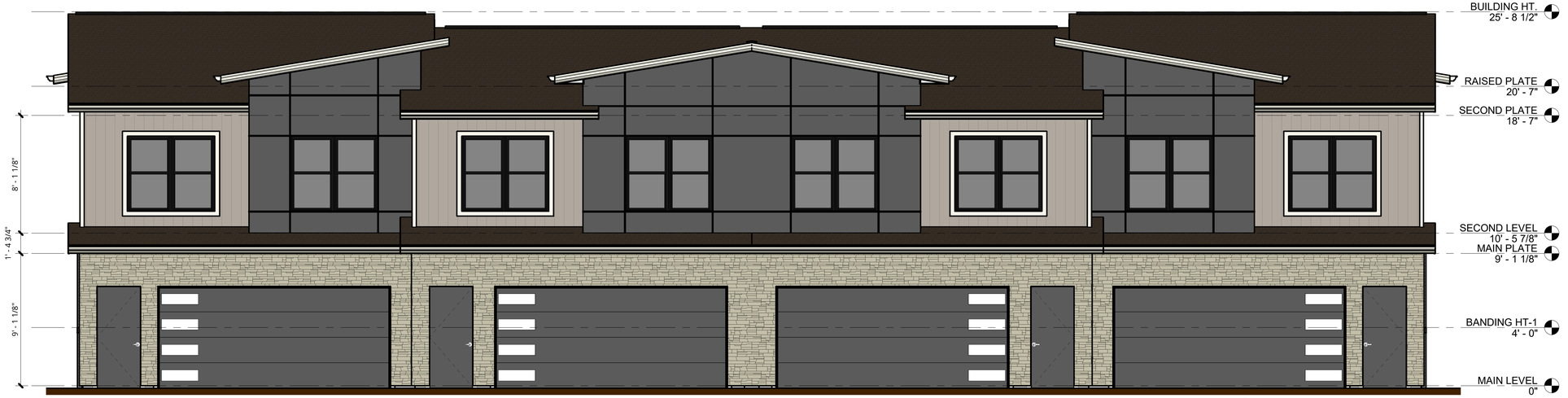
DWG. LIST

SCHEMATIC ELEVATIONS

SHEET NO.

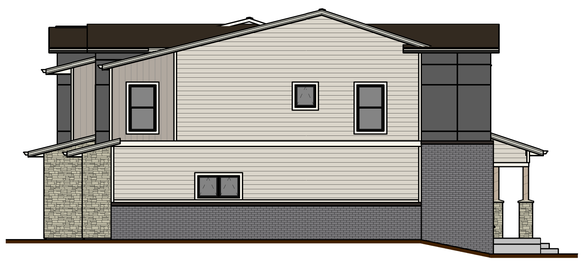
SD-200

5/31/2023 4:41:17 PM
S:\01 Design\08 Residential-Multi Family\90-163 Hope Luxury Townhomes\01 Design\05 Revit\90-163_Hope Townhomes_Grimes_Plan 1A_R23.rvt



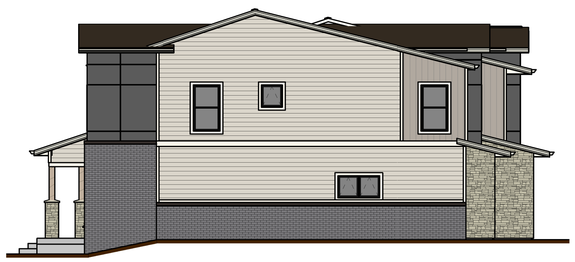
1 COLOR - FRONT ELEVATION

SCALE: 1/4" = 1'-0"



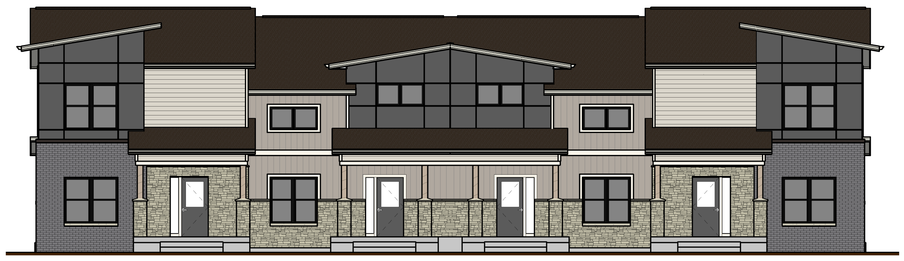
4 COLOR - RIGHT ELEVATION

SCALE: 1/8" = 1'-0"



3 COLOR - LEFT ELEVATION

SCALE: 1/8" = 1'-0"



2 COLOR - REAR ELEVATION

SCALE: 1/8" = 1'-0"

PROPERTY OF D STUDIO

EXTERIOR MATERIAL SELECTIONS

NOTE:
THESE SELECTIONS ARE PROVIDED TO SHOW "COLOR INTENT".

FINAL SELECTIONS CAN/ OR WILL BE MADE BY THE OWNER AS THIS PROJECT PROGRESSES.

ROOFING: SHINGLES
CERTAINTEED
- LANDMARK PRO
  - MAX DEF
    - SHENANDOAH

ROOFING: FASCIA & SOFFIT PANELS
ROLEX or SIMILAR
- SHELL
  - INCLUDES:
    - VISIBLE FLASHINGS

ROOFING: GUTTER & DOWNSPOUTS
ROLEX or SIMILAR
- SHELL

HARDIEPANEL SIDING
JAMES HARDIE
- PAINT COLOR
  - SHERWIN WILLIAMS
    - SW7674
      - PEPPERCORN
        - PAINT GARAGE DOOR TO MATCH

VERTICAL BOARD-N-BATTEN SIDING
JAMES HARDIE
- PAINT COLOR
  - SHERWIN WILLIAMS
    - SW7024
      - FUNCTIONAL GRAY

HARDIEPLANK LAP SIDING
JAMES HARDIE
- PAINT COLOR
  - SHERWIN WILLIAMS
    - SW9165
      - GOSSAMER VEIL

HARDIETRIM
JAMES HARDIE
- PAINT COLOR
  - SHERWIN WILLIAMS
    - SW7551
      - GREEK VILLA

METAL BRICK CAP/ Z-FLASHING
ROLEX
- COLOR: MOCHA

BRICK MASONRY VENEER
HEBRON BRICK
- SIZE: MODULAR
  - SLATE GRAY

LIMESTONE BANDING/ WINDOW SILL TRIM
CORONADO STONE PRODUCTS
- COLOR: MATCH LIMESTONE

CULTURED STONE VENEER
CORONADO STONE PRODUCTS
- CUT: SAWTOOTH LEDGE
  - COLOR: CHALK

WINDOW CLAD EXTERIOR FINISH
PELLA IMPERVIA
- BLACK
  - INCLUDES:
    - VISIBLE FLASHINGS

V.E. OPTION: 250 SERIES (SEE A-200 FOR EGRESS SIZING CHANGES)

POST STAIN COLOR
SHERWIN WILLIAMS
- STAIN COLOR: GRAY SKY
  - DB 2115

THIS PLAN IS THE PROPERTY OF DOWNING CONSTRUCTION INC.

ANY USE WITHOUT WRITTEN PERMISSION IS STRICTLY PROHIBITED!

STUDIO
ARCHITECTURE || INTERIORS
509 East Scenic Valley Ave.
Indianola, Iowa 50125
p: 515.961.5386
f: 515.961.0468
www.downingconstruct.com
www.downingplanroom.com

Hope District Townhomes - Plan 1B

Street Address - TBD
Grimes, Iowa 50111

DISCOVER/ ANALYZE | DESIGN DEVELOPMENT PLAN(S) - NOT FOR CONSTRUCTION | DEVELOP | COMMIT | DELIVER

DRAWN BY: **CGL**

ORIGINAL CONSTRUCTION DOCUMENT
--/--/----

REVISIONS

06/09/2023 - DD Set
06/13/2023 - DD Set
--/--/----
--/--/----
--/--/----
--/--/----

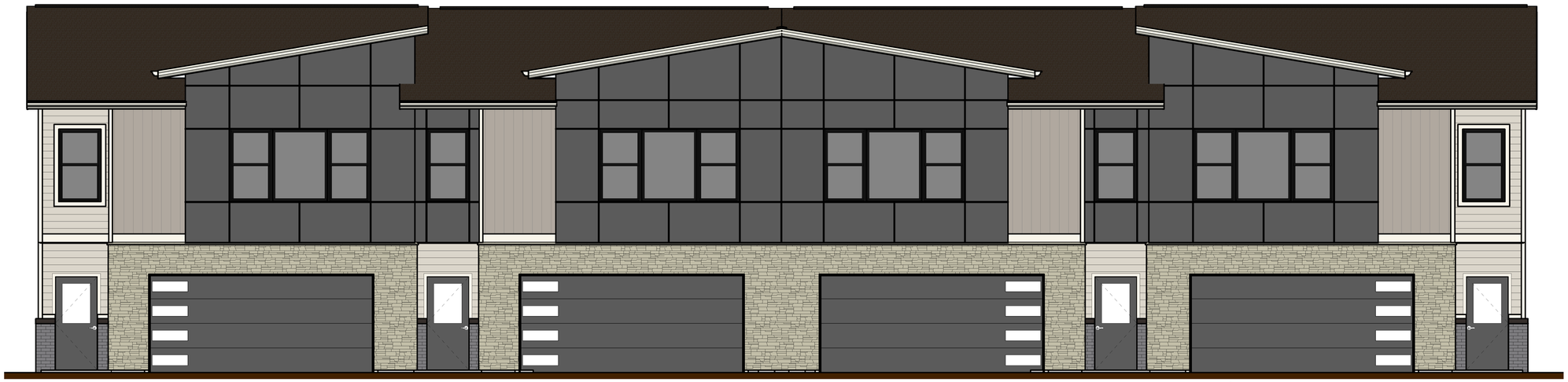
PLAN NO. = **90-163**

DWG. LIST

COLOR EXTERIOR ELEVATIONS

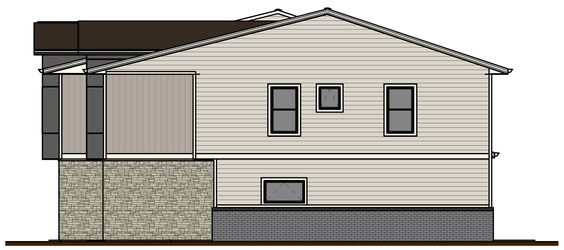
SHEET NO.

A-202



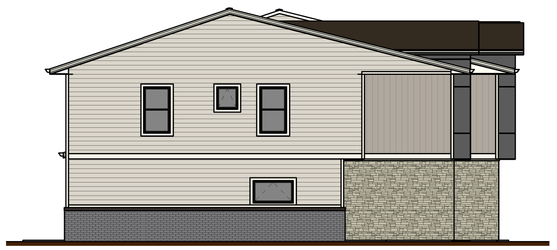
1 COLOR - FRONT ELEVATION

SCALE: 1/4" = 1'-0"



4 COLOR - RIGHT ELEVATION

SCALE: 1/8" = 1'-0"



3 COLOR - LEFT ELEVATION

SCALE: 1/8" = 1'-0"



2 COLOR - REAR ELEVATION

SCALE: 1/8" = 1'-0"

PROPERTY OF D STUDIO

EXTERIOR MATERIAL SELECTIONS

NOTE:
THESE SELECTIONS ARE PROVIDED TO SHOW "COLOR INTENT".

FINAL SELECTIONS CAN/ OR WILL BE MADE BY THE OWNER AS THIS PROJECT PROGRESSES.

ROOFING: SHINGLES
CERTAINTEED
- LANDMARK PRO
  - MAX DEF
    - SHENANDOAH

ROOFING: FASCIA & SOFFIT PANELS
ROLEX or SIMILAR
- SHELL
  - INCLUDES:
    - VISIBLE FLASHINGS

ROOFING: GUTTER & DOWNSPOUTS
ROLEX or SIMILAR
- SHELL

HARDIEPANEL SIDING
JAMES HARDIE
- PAINT COLOR
  - SHERWIN WILLIAMS
    - SW7674
      - PEPPERCORN
        - PAINT GARAGE DOOR TO MATCH

VERTICAL BOARD-N-BATTEN SIDING
JAMES HARDIE
- PAINT COLOR
  - SHERWIN WILLIAMS
    - SW7024
      - FUNCTIONAL GRAY

HARDIEPLANK LAP SIDING
JAMES HARDIE
- PAINT COLOR
  - SHERWIN WILLIAMS
    - SW9165
      - GOSSAMER VEIL

HARDIETRIM
JAMES HARDIE
- PAINT COLOR
  - SHERWIN WILLIAMS
    - SW7551
      - GREEK VILLA

METAL BRICK CAP/ Z-FLASHING
ROLEX
- COLOR: MOCHA

BRICK MASONRY VENEER
HEBRON BRICK
- SIZE: MODULAR
  - SLATE GRAY

LIMESTONE BANDING/ WINDOW SILL TRIM
CORONADO STONE PRODUCTS
- COLOR: MATCH LIMESTONE

CULTURED STONE VENEER
CORONADO STONE PRODUCTS
- CUT: SAWTOOTH LEDGE
  - COLOR: CHALK

WINDOW CLAD EXTERIOR FINISH
PELLA IMPERVIA
- BLACK
  - INCLUDES:
    - VISIBLE FLASHINGS

V.E. OPTION: 250 SERIES (SEE A-200 FOR EGRESS SIZING CHANGES)

POST STAIN COLOR
SHERWIN WILLIAMS
- STAIN COLOR: GRAY SKY
  - DB 2115

THIS PLAN IS THE PROPERTY OF DOWNING CONSTRUCTION INC.

ANY USE WITHOUT WRITTEN PERMISSION IS STRICTLY PROHIBITED!

STUDIO
ARCHITECTURE || INTERIORS
509 East Scenic Valley Ave.
Indianola, Iowa 50125
p: 515.961.5386
f: 515.961.0468
www.downingconstruct.com
www.downingplanroom.com

Hope District Townhomes - Plan 1A
Street Address - TBD
Grimes, Iowa 50111

DESIGN DEVELOPMENT PLAN(S) - NOT FOR CONSTRUCTION

DISCOVER/ ANALYZE | DEVELOP | COMMIT | DELIVER

DRAWN BY: **CGL**

ORIGINAL CONSTRUCTION DOCUMENT
--/--/----

REVISIONS
- 06/09/2023 - DD Set
- 06/13/2023 - DD Set
- 06/20/2023 - DD Pricing Set
- --/--/----
- --/--/----
- --/--/----

PLAN NO. = **90-163**

DWG. LIST
COLOR EXTERIOR ELEVATIONS

SHEET NO.
A-202