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 October 10, 2023, In Person/Zoom at Grimes Community Center, 410 SE Main Street

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

Join Zoom Meeting

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

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

Meetings will be recorded

Agenda Items for October 10, 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 10-0123 Minutes approval from previous meeting
   B. Resolution 10-0223 Claims Report
   C. Resolution 10-0323 Approving Bills and Quotes over $10,000

D. Filing and Receiving of Correspondence and Reports
E. Resolution 10-0423 ABD License Renewals
   1. Kwik Star #1055- 2351 E. 1st Street -Class B Retail Alcohol License
   2. Casey's General Store #3507 – 951 SE Gateway Drive- Class E Retail Liquor License
F. Resolution 10-0523 Authorizing and Approving a Loan and Disbursement Agreement and Providing for the Issuance and Securing the Payment of $8,543,000 Water Revenue Bonds, Series 2023
G. Resolution 10-0623 Approving Professional Services Payments
   1. Whitfield and Eddy Law – legal services $24,173.50
   2. IMEG – HVACC Controls Commissioning for New Grimes Public Library $5,280.00
   3. Pay Request #10 Nilles Associates, Inc – Grimes Existing Basin Enhancements $2,500.00
   4. Pay Request # 19 ISG – Water Works Park Splash Pad $6,118.98
   5. Pay Request #6 Snyder & Associates, Inc – East Gateway Drive & East 1st Street Intersection Improvements $10,574.75
   6. Pay Request #12 Snyder & Associates, Inc – NE Destination Drive & NE Beaverbrooke Blvd Improvements $28,872.50
   7. Pay Request #58 Veenstra & Kimm, Inc – WRA Connector $33,638.47
   8. Pay Request #9 Foth Infrastructure & Environment – SE 19th Street Sanitary Sewer Extension $2,126.35
   9. Pay Request #10 MSA Professional Services, Inc – SE Trail Ridge Road Reconstruction $7,203.60
   10. Pay Request #6 Snyder & Associates, Inc – IA Hwy 44 Trail Extension $2,163.00
   11. Pay Request #41 Bolton & Menk, Inc – Highway 44 & SW County Line Road Intersection Improvements $2,016.00
   12. Pay Request #5 Foth Infrastructure & Environment, LLC – S James Street and S 19th Temporary Signal $1,341.00
   13. SVPA Architects- restroom and concessions at GrimesPlex $10,275.00
H. Resolution 10-0723 Approving Capital Improvement Payments
   1. Pay Request # 19 Shank Constructors, Inc – WRA Grimes Connector – Contract 4 $229,922.50
   2. Pay Request #1 Edge Commercial, LLC – GrimesPlex Buildings $181,135.70
   3. Pay Request #12 Rognes Corporation – WRA Grimes Connector – Contract 3 $110,381.11
   4. Pay Request #12 S.M. Hentges & Sons, Inc – WRA Grimes Connector – Contract 2 $81,517.60
   5. Pay Request #5 Sternquist Construction, Inc – SE Trail Ridge Road Reconstruction $262,934.06
I. Resolution 10-0823 Approving Change Orders
   1. Change Order #3 S.J. Louis Construction, Inc – WRA Grimes Connector – Contract 1 increasing contract $42,442.73.
   2. Change Order #2 Edge Commercial, LC – GrimesPlex increasing contract $7,340.83.
   3. Change Order #4 Weitz Company – New Grimes Public Library increasing contract $18,129.80.
   4. Change Order #4 Forrest & Associates – New Grimes Public Library increasing contract $2,062.90.
   5. Change Order #4 Van Maanen – New Grimes Public Library increasing contract $5,023.36.
   6. Change Order #4 Performance Contracting Inc – New Grimes Public Library increasing contract $2,136.02.
   7. Change Order #5 AMC Mechanical Group – New Grimes Public Library increasing contract $5,982.12.

8. Change Order #8 Graphite Construction – New Grimes Public Library increasing contract $312.65.

J. Resolution 10-0923 To Enter into Contract for Professional Services with TEAMS Services for Independent Field and Laboratory Testing and Inspection Services for S James Street and SE 11th Street Improvements Project
K. Resolution 10-1023 Accepting Temporary Construction Easements for Marco Properties – 19th Street Sewer Extension Project
L. Resolution 10-1123 Approving Amended Professional Services Agreement – Fire Station Architectural Services - SVPA Architects, Inc
M. Resolution 10-1223 Approving Offer to Purchase and Agreement – SW/SE 19th Street Sewer Extension - Norfolk Southern Railroad
N. Resolution 10-1323 Approving Offer to Purchase and Agreement – SW/SE 19th Street Sewer Extension – Horizon Advisors, LC
O. Resolution 10-1423 Approving Professional Services Agreement with OPG-3 Regarding Laserfiche Address Based Document Solution
P. Resolution 10-1523 Accepting Public Improvements in Hope Commercial Plat 4
Q. Resolution 10-1623 Accepting Off-Site Easements Associated with Willow Hills North
R. Resolution 10-1723 Approving Consent and Agreement for Improvements Within Overland Flowage Easement for Lot 2 in Chevalia Trace Plat 2 – 205 NE 24th Court
S. Resolution 10-1823 Approving a Street Closure for Block Party on SE 17th Court.
T. Resolution 10-1923 Accepting a Proposal from Commonwealth Electric in the Amount of $57,803.50 for the Construction of the GrimesPlex Fiber Connection Project
U. Resolution 10-2023 Approving Equipment Transactions Pursuant to FY24 Budget

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. **Polk County Update - Bob Brownell – Polk County Supervisor**

ADJOURNMENT

RESOLUTION NO. 10-0123 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 10th day of October 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

CITY COUNCIL MEETING/WORKSHOP
Tuesday, September 26, 2023

The Grimes City Council Meeting was held in-person and Via Zoom. The meeting was called to order by Mayor Mikkelsen via Zoom, September 26, 2023, at 5:31 p.m. at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa. The Pledge of Allegiance was led by Mayor Mikkelsen.

ROLL CALL

Present: Mayor Mikkelsen via Zoom, Council Members: David Gisch, Andrew Borcherding, and Laurie DePhillips. Absent: Ryan Burger and Eric Johansen

AGENDA ITEMS

APPROVAL OF THE AGENDA

Mayor Mikkelsen asked for approval of the agenda.
Moved by Borcherding, Second by Gisch to approve the agenda with the removal of Item T.2. Change order for Graphite Construction.
Roll Call: Ayes: All. Nays: None. Motion passes: 3- 0.
Moved by Borcherding, Second by Gisch to approve the amended agenda.
Roll Call: Ayes: All. Nays: None. Motion passes: 3- 0.

PUBLIC FORUM

Bryan Herbold, 809 NE Bridge Creek Ct., addressed Council to voice his concerns on the traffic speeds along NE Park Drive. While Herbold acknowledged the presence of Polk County Sheriff patrols, he suggested a speed monitor be located at that site to deter speeders on a continual basis.
Jules Burnette and Ashlen Sheaffer representing the Childrens Museum located at Valley West Mall wanted to inform Council and residents of their children's museum activities and programs available to encourage lifelong learning for families and toddlers.

CONSENT AGENDA

A. Resolution 09-2423 Minutes approval from previous meeting B. Resolution 09-2523 Claims Report $5,249,035.34 C. Resolution 09-2623 Approving Bills and Quotes over $10,000 D. Filing and Receiving of Correspondence and Reports E. Annual Report for Human Resources 2022-23 F. Resolution 09-2723 ABD License 1. Kum & Go #237- 801 N. 1st Street- Ownership Update 2. Kum & Go #141-1880 SE Princeton Dr.- Ownership Update G. Finance Report for August 2023 H. Resolution 09-2823 Accepting Public Utility Line Easement for M-KEDS Home Place Plat 2 Outlot WW and MKEDS Home Place Plat 3 Lot 20 and 21 I. Resolution 09-2923 Authorizing Amendment to Janitorial Services for City Owned Facilities J. Resolution 09-3023 Authorizing Repairs at SE 37th Street Lift Station K. Resolution 09-3123 Approving Professional Services Payments 1. Pay Request #10 The Weitz Company, LLC – The New Grimes Public Library $63,053.58 2. Pay Request #2 McClure Engineering Company – CIWW Assistance and ASR System Evaluation $2,739.36 3. Pay Request #13 McClure Engineering Company – Phase 1A Water System Improvements $32,613.69 4. Pay Request #57 Veenstra & Kimm, Inc – WRA Connector $63,438.76 5. Pay Request #11 McClure Engineering Company – North Jordan Well Repairs (to be paid by city's insurance) $405.00 6. Pay Request #12 Civil Design Advantage – Grimes Plex $30,031.77 L. Resolution 09-3223 Approving Capital Project Payments 1. Pay Request #17 Graphite Construction Group – New Grimes Public Library $10,826.20 2. Pay Request #17 Van Maanen Electric Inc – New Grimes Public Library $60,049.47 3. Pay Request #10 Performance Contracting, Inc _ New Grimes Public Library $157,206.98 4. Pay Request #4 Midwest Auto Fire Sprinkler – New Grimes Public Library $8,265.00 5. Pay Request #9 Forrest & Associate Inc – New Grimes Public Library $3,147.35

6. Pay Request #11 Forman Ford – New Grimes Public Library $108,036.66 7. Pay Request #1 Des Moines Marble & Mantel – New Grimes Public Library $47,500.00 8. Pay Request #4 Academy Roofing & Sheet Metal Co. – New Grimes Public Library $7,125.00 9. Pay Request #12 AMC Mechanical Inc – New Grimes Public Library $44,960.08 10. Pay Request #2 Kone Inc – New Grimes Public Library $91,110.70 11. Pay Request #8 Edge Commercial, LLC – GrimesPlex $2,771,370.07 12. Pay Request #4 Sternquist Construction, Inc – SE Trail Ridge Road Reconstruction $141,423.74 13. Pay Request #10 Edge Commercial, LLC – Waterworks Park Improvements $253,937.84 M. Resolution 09-3323 Approving Equipment Transactions Pursuant to FY 24 Budget N. Resolution 09-3423 Approving Personnel Transactions O. Resolution 09-3523 Rezone Setting Time and Place for Public Hearing on Proposed Rezoning of Property Generally Located West of SE Main Street and North of SE 3rd Street from C-1 General Commercial District to R-4 Planned Unit Development District for 212 SE Main Street P. Resolution 09-3623 Accepting Water Main and Surface Wate Flowage Easements Townhomes at Meadowlark South Homeowners Association Q. Resolution 09-3723 Accepting Water Main and Surface Water Flowage Easement Townhomes at Meadowlark South R. Resolution 09-3823 Approving an Offer to Purchase and Agreement – Wallace Property S. Resolution 09-3923 To Enter into Agreement with Iowa Department of Transportation Regarding the Preconstruction Agreement for Primary Road Project T. Resolution 09-4923 Approving Change Orders: 1. Change Order #1 Nehring Construction Inc- New Grimes Public Library increasing contract $5,472.00. ~~2. Change Order #8 Graphite Construction Group, Inc – New Grimes Public Library increasing contract $312.65~~.(Removed from Agenda) U. Resolution 09-5023 Regarding the Memorandum of Agreement and Collective Bargaining Agreement with the Firefighters Collective Bargaining Unit.
Motion by Borcherding, Second by Gisch, to approve the Amended Consent Agenda.
Roll Call: Ayes: All; Nays: None Motion passes 3 - 0.

PUBLIC AND COUNCIL AGENDA ITEMS

1. Update from Grimes Volunteer Support Services (GVSS) – Mike Bleskacek

Mike Bleskacek, President of GVSS, 610 SE Oakhurst Drive, addressed Council to thank the Mayor and Council for their support throughout the years. Bleskacek noted most of their services involved getting elderly or special needs residents to doctor appointments as well as grocery shopping and personal errands. Bleskacek said the program is really about neighbors helping neighbors, and in the last year alone, GVSS volunteers had made 2,791 trips covering 30,377 miles with their 442 volunteer drivers. Mayor Mikkelsen thanked him for all the help and support GVSS offers to the community.

2. NE Beaverbrooke Boulevard and IA 141 Intersection Improvements

City Engineer Matt Ahrens stated the items before the Council were to hold a Public Hearing and Award the contracts for the NE Beaverbrooke Boulevard and Iowa 141 Intersection Improvements project. Ahrens stated the project was bid on September 19th, 2023, with 9 bids received. He said the low bidder was Concrete Technologies of Grimes Iowa. Ahrens noted that the City has worked with Concrete Technologies on previous projects and feels they can perform the work involved.

a. Public Hearing for NE Beaverbrooke Boulevard and IA 141 Intersection Improvements
Mayor Mikkelsen opened the Public Hearing at 5:46 p.m. Being no written or oral comments, the hearing closed at 5:46 p.m.

Council Member Eric Johansen joined the meeting via Zoom at 5:47 p.m.

b. Resolution 09-4023 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the NE Beaverbrook Boulevard and IA 141 Intersection Improvements.
Moved by Gisch, Second by DePhillips, to approve Resolution 09-4023 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the NE Beaverbrook Boulevard and IA 141 Intersection Improvements.
Roll Call: Ayes: All. Nays: None. Motion passes:4 - 0.

c. Resolution 09-4123 Making Award of Construction Contract for NE Beaverbrooke Boulevard and IA 141 Intersection Improvements.
Moved by Gisch, Second by DePhillips, to approve Resolution 09-4123 Making Award of Construction Contract for NE Beaverbrooke Boulevard and IA 141 Intersection Improvements.
Roll Call: Ayes: All. Nays: None. Motion passes: 4- 0.

d. Resolution 09-4223 Authorizing Construction Contract and Bond for NE Beaverbrooke Boulevard and IA 141 Intersection Improvements.
Moved by Gisch, Second by DePhillips, to approve Resolution 09-4223 Authorizing Construction Contract and Bond for NE Beaverbrooke Boulevard and IA 141 Intersection Improvements.
Roll Call: Ayes: All. Nays: None. Motion passes: 4- 0.

3. Construction of WTP to North James Street Feeder Main
City Engineer Matt Ahrens told Council the following items are for the Public Hearing and Award of Contract for the Water Plant to N. James Street Feeder Main Project. Ahrens said the bids were held on September 19th, 2023 with 10 bids received. Ahrens said the bidding showed great interest in this project and the low bidder was McAninch Corporation of Des Moines. Ahrens noted that staff have worked with Mcaninch Corporation before and feel they can perform this work.

a. Public Hearing Construction of WTP to North James Street Feed Main
Mayor Mikkelsen opened the Public Hearing at 5:51 p.m. Being no written or oral comments, the hearing was closed at 5:51 p.m.

b. Resolution 09-4323 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the Construction of WTP to North James Street Feeder Main.
Moved by DePhillips, Second by Gisch, to approve Resolution 09-4323 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the Construction of WTP to North James Street Feeder Main
Roll Call: Ayes: All. Nays: None. Motion passes: 4- 0.

c. Resolution 09-4423 Making Award of Construction Contract for Construction of WTP to North James Street Feeder Main.
Moved by DePhillips, Second by Gisch, to approve Resolution 09-4423 Making Award of Construction Contract for Construction of WTP to North James Street Feeder Main.
Roll Call: Ayes: All. Nays: None. Motion passes: 4- 0.

d. Resolution 09-4523 Authorizing Construction Contract and Bond for Construction of WTP to North James Street Feeder Main
Moved by DePhillips, Second by Gisch, to approve Resolution 09-4523 Authorizing Construction Contract and Bond for Construction of WTP to North James Street Feeder Main.
Roll Call: Ayes: All. Nays: None. Motion passes: 4- 0.

4. Construction of the SE/SW 19th Street Sanitary Sewer Extension
City Engineer Matt Ahrens stated the following Public Hearing and Award of Contract would be for the construction of 19th Street Sanitary Sewer Extension. Ahrens said of the 11 bids received, the low bidder was S.M. Hentges & Sons Inc. of Jordan Minnesota. Ahrens said the project would be funded through the current Capital Improvement Projects funds with an opportunity to recoup a portion of the project costs with a benefited sanitary sewer connection fee district.

a. Public Hearing Construction of the SE/SW 19th Street Sanitary Sewer Extension.
Mayor Mikkelsen opened the Public Hearing at 5:55 p.m. Being no written or oral comments, the hearing was closed at 5:55 p.m.

b. Resolution 09-4623 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the Construction of the SE/SW 19th Street Sanitary Sewer Extension.
Moved by Gisch, Second by Borcherding, to approve Resolution 09-4623 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the Construction of the SE/SW 19th Street Sanitary Sewer Extension.
Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

c. Resolution 09-4723 Making Award of Construction Contract and Bond for Construction of SE/SW 19th Street Sanitary Sewer Extension.
Moved by Gisch, Second by Borcherding, to approve Resolution 09-4723 Making Award of Construction Contract and Bond for Construction of SE/SW 19th Street Sanitary Sewer Extension.
Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

d. Resolution 09-4823 Authorizing Construction Contract and Bond for Construction of SE/SW 19th Street Sanitary Sewer Extension
Moved by Gisch, Second by Borcherding, to approve Resolution 09-4823 Authorizing Construction Contract and Bond for Construction of SE/SW 19th Street Sanitary Sewer Extension.
Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

ADJOURN
Council Member Gisch asked to report on a recent fire that took place at the Metro Waste Recycling Center. While no one was hurt in the incident, Gisch wanted to remind the public of the importance of knowing what can and cannot be recycled. Gisch noted that there has been an increase in items like batteries, computers, appliances and other unacceptable items which can lead to hazards such as the recent fire at the center.

There being no further business the meeting was adjourned at 5:59 p.m.
Motion by DePhillips, Second by Gisch to adjourn.
Roll Call: Ayes: All; Nays: None Motion passes: 4- 0.

ATTEST:

_____ _____

Rochelle Williams, City Clerk Scott Mikkelsen, Mayor

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

CITY COUNCIL COMMUNICATION
10.10.2023

AGENDA ITEM: Claims Report

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

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

RESOLUTION NO. 10.0223 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 10th day of October 2023

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By:_____
Rochelle Williams, City Clerk

City of Grimes Claims 10.10.2023

CENTRAL PUMP AND MOTOR	PW - OIL	$	225.00
IMPACT7G	PROFESSIONAL SERVICES GRANT	$	1,080.00
A KINGS THRONE LLC	PORTABLE RESTROOMS PARKS/GRIMESPLEX	$	1,425.40
AIA CORPORATION	FD DUTY UNIFORM - DENNY/MCCARTY	$	1,611.65
BAKER & TAYLOR	LIBRARY MATERIALS	$	2,222.42
BLACK HILLS ENERGY	GAS	$	699.91
BDI SIGNS	VEHICLE DECALS/SIGN BLANKS	$	1,510.00
BLACKBURN MFG. CO.	UTILITY LOCATING PAINT SUPPLIES	$	1,277.11
SHADRAN INDUSTRIAL	AUGUST 2023 JANITORIAL - CH	$	925.00
BOMGAARS	PARKS/PW-SUPPLIES/CLOTHING	$	1,818.87
KOCH OFFICE GROUP	COPIER OVERAGE-PW	$	91.07
CITY OF URBANDALE	INSPECTION FEES/SHARED SIGNAL	$	1,680.64
CENTRAL IOWA PEST	PEST CONTROL - CITY	$	445.00
CIVIL DESIGN ADVANTAGE	PW CONTRACT/PLAT SERVICE/HOPE POS #1	$	8,704.00
COLLECTION SERVICES CENTER	CHILD SUPPORT	$	1,378.42
CORE & MAIN	MANHOLE REPAIR/WATERMAIN/DS SUPPLIES	$	1,716.29
DES MOINES STAMP MFG CO.	LIBRARY - STAMPS	$	49.00
EDGE COMMERCIAL	GRIMESPLEX BUILDINGS PYMT #2	$	181,135.70
FAREWAY STORES, INC.	SNOW PLOW ROADEO/STRATEGIC PLANNING	$	432.42
FASTENAL	GATEWAY LIFT STATION SUPPLIES	$	172.54
EXCEL MECHANICAL CO	GCC FITNESS ROOM AC/THERMOSTAT REPAIR	$	1,315.13
FINISH LINE AUTO WORKS	FD - PAINT ID TAGS&SERVICE /PARKS TIRE FIX	$	1,045.12
CFI SALES	BATWING MOWER TIRE	$	258.73
GRIMES CHAMBER & ECONOMIC	JULY/AUGUST/SEPT23 ALLOCATION	$	54,608.32
HAWKINS INC.	DISINFECTION CHEMICALS	$	20,941.74
RODAN OFFICE CLEANING	LIBRARY SEPTEMBER23 JANITORIAL	$	630.00
HILLYARD	GCC BUILDING SUPPLIES/PW LINERS	$	1,923.74
HOOPLA	LIBRARY MATERIALS	$	1,332.36
STATE HYGIENIC LABORATORY	EPA MANDATED ASR/WASTEWATER TESTING	$	2,480.50
IMWCA	INSTALLMENT 4 WORK COMP 23-24	$	14,921.00
IOWA ASSN OF MUNICIPAL UTILITIES	SGCIS OCT-DEC 2023 SAFETY TRAINING	$	5,592.62
INTEGRATEDPRINT SOLUTIONS	DS - EMPLOYEE BUSINESS CARDS	$	196.00
IOWA ONE CALL	AUGUST 2023 LOCATES	$	399.10
HEID CHERYL	ILA CONFERENCE PER DIEM/MILEAGE	$	361.50
NATIONS KRISTEN	BOOT CAMP INSTRUCTOR PAYMENT	$	637.50
MOLACEK BRODY	PARKS - REFEREE PAYMENT	$	315.00
MOLACEK CODY	PARKS - REFEREE PAYMENT	$	385.00
KLINE ELECTRIC INC	HERITAGE PRK/WATER TOWER/TRAIL REPAIRS	$	2,176.93
LEAF	COPIER CONTRACT - DS	$	314.16
LIBERTY READY MIX	CONCRETE PROJECTS/REPAIRS	$	11,049.50
LOGAN CONTRACTORS SUPPLY	TRAIL REPAIR SUPPLIES	$	261.48
LOGOED APPAREL & PROMOTION	YOUTH PROGRAM/PARKS/DS/PW CLOTHING	$	1,065.50
MARTIN MARIETTA AGGREGATE	PW/WATER PLANT ROCK	$	888.39
MEDIACOM	CITY HALL TV	$	69.34
METRO WASTE AUTHORITY	AUG/SEP 2023 GARBAGE/CURB IT/TAGS FEES	$	145,954.40

MIDAMERICAN ENERGY	ELECTRIC	$	80,317.65
MTI DISTRIBUTING INC.	SPRINKLER HEADS/PW CLUTCH REPLACEMENT	$	951.39
MUNICIPAL SUPPLY, INC.	METERS/SMART POINTS/METER CHARGERS	$	14,416.46
O'HALLORAN INTERNATIONAL	PW DOT INSPECTION & MAINTENANCE	$	1,812.48
O'REILLY AUTO PARTS	FD/PW/PARKS FUSES/FILTERS/SUPPLIES	$	178.84
OFFICE DEPOT	HR/PW OFFICE SUPPLIES	$	304.55
ONESOURCE BACKGROUND CHECK	COACHING/EMPLOYEE BACKGROUND CHECKS	$	230.00
PETERSON PEST & TERMITE	LIBRARY PEST CONTROL	$	35.00
PITNEY BOWES POSTAGE	POSTAGE METER REFILL	$	1,000.00
RACOM CORPORATION	FD - EDACS ACCESS	$	709.78
RHINER'S PLUMBING	WATER MAIN REPAIR 103 NW 7TH	$	2,135.00
SHRED-IT USA	CITY HALL SHREDDING	$	138.73
SMITH'S SEWER SERVICE	LINE INVESTIGATION 37 SE JACOB	$	273.00
SNYDER & ASSOCIATES	NE DEST BVRBR #12/E GATEWAY #6/HWY44 #6	$	41,610.25
TAPCO	BARRICADES/BLINKER SIGN REPLACEMENT	$	3,134.00
UNITED CONTRACTORS, INC	PW - SPECIAL BACKFILL-CONCRETE	$	278.33
CINTAS FIRST AID & SAFETY	PW/HR/CH FIRST AID/SAFETY CABINETS	$	677.74
USA BLUE BOOK	WATER TESTING SUPPLIES/TOOLS	$	771.51
VERIZON WIRELESS	ANDERSON/COUNCIL/PHONES/IPADS	$	330.09
VEENSTRA AND KIMM, INC.	WRA CONNECTOR PYMT #58	$	33,638.47
VAN WALL EQUIPMENT	PW SUPPLIES - PARKS PARTS/SUPPLIES	$	2,577.40
WHITFIELD & EDDY	FIREFIGHTERS UNION/GENERAL ATTORNEY FEES	$	24,173.50
WILLIAMS SCOTSMAN, INC	FD MOBILE OFFICE	$	458.06
ZIEGLER	PW SUPPLIES - PARKS PARTS/SUPPLIES	$	212.22
DIAMOND OIL COMPANY	PW GREASE	$	110.61
CENTURY LINK	PW PHONE SERVICES	$	113.44
ROGNES CORP	WRA CONNECTOR-CONTRACT 3 #12	$	110,381.11
CARTER JASON & ASHLEY	HBI TAX REBATE SPRING/FALL23	$	1,000.00
INNOVATIVE INTERFACES	LIBRARY - ILS HOSTING/SOFTWARE	$	14,419.18
EFTPS	FED/FICA TAX	$	60,108.60
KANOPY INC	LIBRARY MATERIALS	$	54.00
FIRE SERVICE TRAINING BUREAU	FF2 CERTIFICATION - DILLARD	$	50.00
DES MOINES ASPHALT & PAVEMENT	POTHOLE MIX	$	145.27
AMERICAN TOPPER	PW - TRUCK TOOL BOXES	$	2,060.00
MENARDS	FD/PARKS/PW - CONCRETE/SUPPLIES	$	1,003.48
MI-FIBER, LLC	DS/CH/FD INTERNET	$	472.80
AJ ALLEN MECHANICAL	EMERGENCY BYPASS 37TH LIFT STATION	$	11,579.48
BOLTON AND MENK INC	HWY44/SW CNTY LINE IMPRVMT PYMT #41	$	2,016.00
COPY SYSTEMS INC	FD COPIER CONTRACT 10/5-11/4	$	42.90
SHANK CONSTRUCTORS INC	WRA CONNECTOR-CONTR 4 PYMT #19	$	229,922.50
DENMAN & COMPANY, LLP	AUDIT SERVICES - YEAR ENDED JUNE 30, 2023	$	8,500.00
VOYA	DEFER COMP PRE	$	2,926.92
FOTH INFRASTRUCTURE	SE 19TH ST SANITARY SW EXT #9/S JAMES #5	$	3,467.35
AIG	DEFER COMP ROTH	$	822.50
HORACE MANN	DEFER COMP ROTH	$	325.00
MASSMUTUAL	DEFER COMP PRE	$	2,093.00
NILLES ASSOCIATES	EXISTING BASIN ENHANCEMENTS PYMT #10	$	6,100.00

LUMEN CENTURY LINK	PW PHONES	$	557.08
MSA PROFESSIONAL SERVICES	SE TRAIL RIDGE RD RECONSTR PYMT #10	$	7,203.60
EVER GREENE SODDING	GATEWAY LIFT STATION LANDSCAPING	$	1,143.00
ELECTRIC PUMP	SE 37TH LS EMERGENCY REPAIR/SERVICE CALL	$	5,663.07
ANKENY SANITATION	OCT 2023 RECYCLING/GARBAGE	$	2,286.25
RAFTELIS FINANCIAL	WATER SYSTEMS VALUATION	$	4,250.00
ACME TOOLS	PW TOOLS	$	468.43
WAUKEE POWER EQUIPMENT	PARKS - OIL FILTERS, AIR FILTERS, OIL	$	299.28
SCENTAIR TECHNOLOGIES	PW-IONIZATION 9/10-10/9/23	$	162.00
RENEWABLE ENERGY GROUP	FUEL-PARKS/PW/FD/DS	$	6,013.21
CORELL CONTRACTOR	PW BLAST AND PAINT BED BOX	$	2,000.00
I&S GROUP, INC	WATER WORKS SPLASH PAD PAYMENT #19	$	6,118.98
EBS	NOVEMBER 2023 PREMIUMS	$	3,739.10
SYNERGY FIRE & SAFETY	HAULING SLUDGE TO WRA	$	14,894.08
SPORTS FACILITIES ADVISOR	GRIMESPLEX TRAVEL EXPENSES	$	855.52
REINTS MATTHEW	CLOTHING ALLOWANCE REIMBURSEMENT	$	199.95
CENTRAL IOWA OFFICIALS	ADULT SLOW PITCH OFFICIALS	$	245.00
CITY OF GRIMES FLEX	EMPLOYEE FLEX SPENDING	$	2,889.84
S.M. HENTGES & SONS INC	WRA CONNECTOR-CONTRACT 2 #12	$	81,517.60
CIT SEWER SOLUTIONS	NW LIFT STATION/SE 37TH ST CLEANING	$	6,957.46
EZ LINER	PW - DELIVERY OF PAINTER	$	700.00
IOWA POND GUY LLC	HERITAGE FOUNTAIN MAINTENANCE	$	200.00
CITY OF GRIMES HSA	HSA DEDUCTION	$	565.34
IOWA DIV. OF LABOR BOILER	GCC BOILER INSPECTION	$	95.00
AMAZON	GCC VACUUMS - PARKS/LIB/PW SUPPLIES	$	2,006.77
PITNEY BOWES SUPPLIES	RED INK FOR POSTAGE MACHINE	$	182.58
PITNEY BOWES LEASE	JUNE-OCTOBER 2023 LEASE	$	238.41
SVPA ARCHITECTS	GRIMESPLEX/FIRE STATION TOPOGRAPHIC	$	18,881.00
ARAMARK	GCC RUG RENTAL SERVICE 9-8-23	$	114.11
RINGCENTRAL, INC.	CITY PHONE SERVICES - SHARED	$	2,087.53
US CELLULAR	LIBRARY HOT SPOTS	$	532.30
STERNQUIST CONSTRUCTION	SE TRAIL RIDGE ROAD RECONST PYMT #5	$	262,934.06
SBS SERVICES GROUP LLC	GCC CLEANING SEPTEMBER 2023	$	4,980.32
CENTRAL SERVICE & SUPPLY	LS REPAIR BACKUP PUMP/RENTAL PUMP	$	3,075.00
LASHIER PARTNERS LLC	PARKS - FIELD SIGNAGE	$	151.30
SCARBOROUGH JUSTIN	JUSTIN SCARBOROUHG REFEREE PAY	$	495.00
REIS JACKSON	JACKSON REIS REFEREE PAYMENT	$	455.00
SPIN & SPARKLE LLC	PARKS - DANCE PROGRAMMING	$	1,480.00
HALVERSON EASTON	EASTON HALVERSON REFEREE PAY	$	755.00
SIGNATURE COMPANIES	WATER METERS REFUND	$	19,504.00
CROSSER BRAYDEN	BRAYDEN CROSSER REFEREE PAY	$	580.00
EDIBLE EDUCATION LLC	LIBRARY/MOBILE TEACHING KITCHEN	$	15,669.80
STEFANI STEPHEN	SWAG PROGRAM - RAIN BARREL	$	399.02
SUPREME DRYER VENT CLEAN	HVAC VENTS TRAILER/STATION 37	$	750.00
SANTANA LUIS	BOND REFUND-FOOD TRUCK	$	200.00
IRLBECK AARON	SWAG PROGRAM - RAIN BARREL	$	168.95
VAN DER MOLEN ALYSA	ALYSSA VAN DER MOLEN REFEREE PAY	$	455.00

IMEG	HVAC CONTROLS COMMISSIONING LI	$	5,280.00
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	$	173,819.29
	CLAIMS TOTAL	**$**	**1,810,020.32**
	GENERAL FUND	$	332,258.39
	LIBRARY FUND	$	41,142.96
	ROAD USE TAX FUND	$	42,607.00
	EMPLOYEE BENEFITS FUND	$	14,921.00
	CP - GRIMES COMMUNITY COM FUND	$	7,227.50
	WRA SANI SEWER PHASE 1 FUND	$	35,172.47
	19TH ST SEWER EXTENSION FUND	$	2,126.35
	HWY44 & COUNTY LN RD 2020 FUND	$	2,016.00
	SE 11th ST RR/James 2019 FUND	$	564.00
	SPLASH PAD FUND	$	6,118.98
	GRIMES LIBRARY BLDG FUND	$	22,021.76
	TRAFFIC SIGNAL EQUIPMENT FUND	$	1,341.00
	ANN TRAIL IMPRV & PLAN FUND	$	1,278.50
	WRA SANI SWR PHASE 2 FUND	$	81,517.60
	WRA SANI SEWER PHASE 3 FUND	$	110,381.11
	WRA SANI SWR PHS 4 FUND	$	229,922.50
	GRIMESPLEX FUND	$	192,266.22
	11TH & GATEWAY SIGNAL FUND	$	10,574.75
	NE DEST/NE BVRBROOKE IMP FUND	$	28,872.50
	SE TRL RDG RD RECONSTRUCT FUND	$	270,137.66
	HWY TRL EXT TO SCHOOL FUND	$	2,163.00
	FIRE STATION FUND	$	8,606.00
	100TH ST WIDENING FUND	$	312.00
	NO COUNTY LINE WATER MAIN FUND	$	3,722.00
	SEWER COMPLIANCE PROJECT FUND	$	14,894.08
	WATER FUND	$	121,729.76
	SEWER FUND	$	67,840.51
	LANDFILL/GARBAGE FUND	$	147,829.18
	STORM WATER FUND	$	10,455.54
		$	**1,810,020.32**

AMAZON CLAIMS 10.10.23		
Charges	**Amount**	**Description**
Library	$372.92	Materials
	$302.66	Programming supplies
	$121.02	Office expense/lanyards
Public Works	$28.97	Chainsaw tensioners
	$16.93	Office supplies
	$24.98	Edger part
	$118.79	Disposable gloves
Parks & Rec	$18.98	Yard sign stakes
	$103.91	Youth flag football supplies
	$339.98	GCC Vacuums
	$557.63	Oktoberfest supplies
	$2,006.77	

GRIMES RESOLUTION 10-0323

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 10th DAY OF OCTOBER 2023.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Signature C-O Companies

3/4-Inch Water Meter Charges Brookside Village	Permit Number	Water Meter Charge
2010 NE 14th Lane	RB-23-002	$ 424.00
2014 NE 14th Lane	RB-23-003	$ 424.00
2018 NE 14th Lane	RB-23-004	$ 424.00
2022 NE 14th Lane	RB-23-005	$ 424.00
2026 NE 14th Lane	RB-23-006	$ 424.00
2030 NE 14th Lane	RB-23-007	$ 424.00
1311 NE Mockingbird Lane	RB-23-008	$ 424.00
1315 NE Mockingbird Lane	RB-23-009	$ 424.00
1319 NE Mockingbird Lane	RB-23-010	$ 424.00
1323 NE Mockingbird Lane	RB-23-011	$ 424.00
1327 NE Mockingbird Lane	RB-23-012	$ 424.00
1257 NE Mockingbird Lane	RB-23-013	$ 424.00
1261 NE Mockingbird Lane	RB-23-014	$ 424.00
1265 NE Mockingbird Lane	RB-23-015	$ 424.00
1269 NE Mockingbird Lane	RB-23-016	$ 424.00
1273 NE Mockingbird Lane	RB-23-017	$ 424.00
1301 NE Primrose Lane	RB-23-018	$ 424.00
1305 NE Primrose Lane	RB-23-019	$ 424.00
1309 NE Primrose Lane	RB-23-020	$ 424.00
1313 NE Primrose Lane	RB-23-021	$ 424.00
1317 NE Primrose Lane	RB-23-022	$ 424.00
1321 NE Primrose Lane	RB-23-023	$ 424.00
1325 NE Primrose Lane	RB-23-024	$ 424.00
1329 NE Primrose Lane	RB-23-025	$ 424.00
1333 NE Primrose Lane	RB-23-026	$ 424.00
1337 NE Primrose Lane	RB-23-027	$ 424.00
1251 NE Primrose Lane	RB-23-028	$ 424.00
1255 NE Primrose Lane	RB-23-029	$ 424.00
1259 NE Primrose Lane	RB-23-030	$ 424.00
1263 NE Primrose Lane	RB-23-031	$ 424.00
1267 NE Primrose Lane	RB-23-032	$ 424.00
1250 NE Mockingbird Lane	RB-23-033	$ 424.00
1254 NE Mockingbird Lane	RB-23-034	$ 424.00
1258 NE Mockingbird Lane	RB-23-035	$ 424.00
1262 NE Mockingbird Lane	RB-23-036	$ 424.00
1266 NE Mockingbird Lane	RB-23-037	$ 424.00
1300 NE Mockingbird Lane	RB-23-038	$ 424.00
1304 NE Mockingbird Lane	RB-23-039	$ 424.00
1308 NE Mockingbird Lane	RB-23-040	$ 424.00
1312 NE Mockingbird Lane	RB-23-041	$ 424.00
1316 NE Mockingbird Lane	RB-23-042	$ 424.00
1320 NE Mockingbird Lane	RB-23-043	$ 424.00
1324 NE Mockingbird Lane	RB-23-044	$ 424.00
1328 NE Mockingbird Lane	RB-23-045	$ 424.00
1332 NE Mockingbird Lane	RB-23-046	$ 424.00
1336 NE Mockingbird Lane	RB-23-047	$ 424.00
	Refund Total =	$ 19,504.00

1260 NE M
1266 NE

PAID

Refund for water meters- should not have been charged

#600-810-4540

will purchase 2" meters

MW

C-O

PAID

EDIBLE EDUCATION, LLC
12566 Waterford Place
Midlothian, VA 23112 US
(804) 218-7903
info@ediblecdu.com
www.ediblecdu.com

Invoice

BILL TO	SHIP TO
Grimes Public Library	Grimes Public Library

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
B1336	10/02/2023	$15,669.80	11/01/2023	Due on receipt	

PO NUMBER
Quote # D001699

ACTIVITY	QTY	RATE	AMOUNT
KALC Kitchen a la Cart - Mobile teaching kitchen	1	13,837.00	13,837.00
Shipping	1	1,832.80	1,832.80

Thank you for your business and have a great day!

BALANCE DUE $15,669.80

If you are paying by check, please reference the invoice number.
Feel free to let me know if you have any questions. Thanks!
info@ediblecdu.com
804-218-7903

Oct 03, 2023 08:00 AM

C-O

City Tractor Co.

"Good Clean Deals"

645 Penn Ct.
North Liberty, Iowa 52317

Phone 319-665-6500
Fax 319-665-6504
E-mail office@citytractor.com
Webpage www.citytractor.com

PAID

Ship To :
IN STORE PICKUP

Invoice To :
CITY OF GRIMES
GRIMESPLEX PARKS AND REC
410 SE MAIN STREET
GRIMES IA 50111

Branch		
01 - NORTH LIBERTY		
Date	Time	Page
09/28/2023	20:29:49 (O)	1
Account No.	Phone No.	Invoice No.
CITY066	515-220-8826	W33453 00
Ship Via	Purchase Order	
MR. ALEX MILLER	20234975	
ANDREW K. BUCK	Salesperson AKB	

EQUIPMENT INVOICE

Description	Amount
PLEASE PAY FROM THIS INVOICE.	
PAYMENT TERMS: NET 10TH PROX.	
DUE DATE: OCTOBER 10, 2023.	
~~	
Stock #: 56556C Serial #: 115833	73040.80
New 2023 AVANT 640 LOADER	
Stock #: 56562C Serial #: 11231	1152.80
New 2023 AVANT A36589 PALLET FORKS 1.2M - 47" W/ FRAME	
Stock #: ? Serial #:	10774.72
NEW AVANT 1500 COLLECTING BROOM, A35602	
Stock #: 56563C Serial #: 01364	1678.16
New 2023 AVANT A36535 GEN BUCKET 63"	
Stock #: 56564C Serial #: 00063	4392.96
New 2023 AVANT A442927 LEAF BLOWER	
ADDITIONAL PARTS	
==========	
DELIVER-EXEMPT DELIVERY Qty: 1 Price: 250.00	250.00
Sale Total:	91289.44
Subtotal:	91289.44
Total (Total):	91289.44

TERMS: Customer agrees that all goods and services purchased are due for payment at the time of possession of goods, and receipt of invoice and/or written purchase order. Payment shall be made by cash or check, or by prior-approved credit plan. Payments by credit card are subject to 3% convenience fee. When customer qualifies for an in-store credit account, then all invoices incurred during a month are due by the 10th of the next month. Past-due accounts are subject to fees: 1.5% per month (18% APR), minimum $1.00 per month. Returns are subject to various re-stocking fees. Special-order goods are not returnable. Title to all goods remains with City Tractor Co. until fully paid. Any costs incurred with the collection of past-due accounts will be assessed to the customer. Applicable manufacturers' warranties are agreements solely between the manufacturer and the buyer.

IN THE CASE OF A WORK ORDER I HEREBY AUTHORIZE THE ABOVE WORK T BE DONE ALONG WITH THE USE OF NECESSARY MATERIALS. YOU AND YOU EMPLOYEES MAY OPERATE THE ABOVE MACHINE FOR PURPOSES C TESTING. INSPECTION OR DELIVERY AT MY RISK. I AGREE TO PAY CASH C DELIVERY OF MACHINE OR ON TERMS SATISFACTORY WITH YOU UNTIL PA IN FULL. IT IS UNDERSTOOD THAT THIS COMPANY ASSUMES N RESPONSIBILITY FOR LOSS OR DAMAGE BY THEFT OR FIRE TO MACHIN PLACED WITH THEM FOR STORAGE, SALE, REPAIR OR WHILE FIELD TESTING

V(-0

Grimes Chamber & Economic Development

404 SE 2nd Street
Suite 200
Grimes, IA 50111

Invoice

Date	Invoice #
10/3/2023	918

001.520.6413

PAID

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

GRIMES
CHAMBER & ECONOMIC DEVELOPMENT

Item	Description	Amount
Economic Development (...	Economic Development Consulting Services (July, August, September 2023)	54,608.32

Total	$54,608.32
Balance Due	$54,608.32

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

Reports & Correspondence

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

September 2023 service calls

386 calls across all districts

Total calls **decreased** from August's total (434).

Station 37 (G37) – 97 calls

Station 38 – Grimes district (G38) – 29 Johnston district (J38) – 76

Station 39 – 169 New NW Area (J37) - 0

15 Mutual Aid Given calls: SAY – 4, GRA – 3 PC – 2, URB – 1, ALT – 1, ANK – 3, PH - 1
Mutual Aid Received – 28 agency responses

EMS calls – 81.87% Fire/other calls – 18.13%

15 incidents in Category 1 - 9 structure fires, 6 grass fires
3 incidents in Category 2 – Excessive heat/scorch burns with no ignition
276 incidents in Category 3 – Rescue/EMS
4 incidents in Category 4 - Hazardous Condition which is gas leaks, chemical spills, power lines down.
33 Service Calls in Category 5 – 18 assists, 4 public service requests
19 Good Intent Calls in Category 6
31 False Alarms in Category 7

Major incidents to report in JGMFD districts or involving JGMFD Units
September 11, Fire in Saylor Township.
Sept 12, 2023. 4185 SE Bessier Dr. Commercial Recycling Facility fire. Multiple agencies involved. Over 2 million dollars lost, not counting down time and lost revenue
September 24, small fire on deck in Grimes extended to structure.
September 30, deck fire in Grimes.

Items of interest:

28 E agreement and MOU with Union to transfer over employees to Johnston signed

Grimes - CAD - Calls for Service Count

Aug 2023

Call Code	Call Sub-Code	Number of Calls
ABANDONED VEHICLE		7
ACCIDENT		3
ACCIDENT	PERSONAL INJURY	8
ACCIDENT	PROPERTY DAMAGE	28
ALARM SILENT	COMMERCIAL	2
ALARM SILENT	PANIC	1
ALARM SILENT	ROBBERY/HOLD UP	1
ANIMAL CALL		6
ANIMAL CALL	BARKING DOG	1
ANIMAL CALL	BITE	1
ANIMAL CALL	CONFINED	5
ANIMAL CALL	CRUELTY/NEGLECT	9
ANIMAL CALL	DEAD	1
ANIMAL CALL	INJURED	5
ANIMAL CALL	MISCELLANEOUS	1
ANIMAL CALL	SICK	1
ANIMAL CALL	STRAY	10
ASSAULT		1
ASSAULT	JUST OCCURRED	2
ASSAULT	REPORT	1
ASSIST OFFICER/AGENCY		3
ASSIST OFFICER/AGENCY	FIRE DEPARTMENT (PSCO	7
ASSIST OFFICER/AGENCY	MEDICS (PCSO USE ONLY)	85
ATTEMPT TO LOCATE		1
AUDIBLE ALARM	COMMERCIAL	42
AUDIBLE ALARM	RESIDENTIAL	3
BROADCAST	RECKLESS	2
BUILDING CHECK		238
BURGLARY	IN PROGRESS	1
BURGLARY	REPORT	1
CHILD IN NEED OF ASSISTANCE		6
CHILD IN NEED OF ASSISTANCE	ASSIST DHS/CPI	1
CIVIL CASE		1
COMMERCIAL FIRE	ALARM	6

Grimes - CAD - Calls for Service Count

Aug 2023

	COMMERCIAL FIRE	ALARM - WATER FLOW	1
	DEBRIS IN ROADWAY		7
	DISPUTE/DISAGREEMENT		19
	DISPUTE/DISAGREEMENT	CIVIL	2
	DISPUTE/DISAGREEMENT	HALF ONLY	4
	DISPUTE/DISAGREEMENT	NEIGHBORHOOD	3
	DOMESTIC		9
	DOMESTIC	FIGHT	2
	DOMESTIC	HALF ONLY	1
	DOMESTIC	PROPERTY RETRIEVAL	5
	DPQ		2
	DPQ	FIREWORKS	1
	DPQ	JUVENILE	3
	DPQ	PARTY/LOUD TALKING	3
	FIGHT		1
	FOLLOW UP		28
	FRAUD	REPORT	8
	HARASSMENT		3
	HARASSMENT	REPORT	10
	HAZMAT - CHOOSE SUB TYPE	NATURAL GAS	1
	HIT & RUN		1
	HIT & RUN	JUST OCCURRED	1
	HIT & RUN	REPORT	4
	ILLEGAL PARKING		11
	ILLEGAL PARKING	BLOCKING DRIVEWAY	1
	ILLEGAL PARKING	NO PARKING ZONE	4
	INCOMPLETE 911 CALL		8
	INCOMPLETE 911 CALL	NO ANSWER ON CALL	1
	INFORMATION		10
	INFORMATION	REPOSSED VEHICLE	7
	INTOXICATED PERSON		1
	INVESTIGATION ASSIGNMENT	CARBON MONOXIDE	2
	LARCENY MOTOR VEHICLE	REPORT	4
	LOST PROPERTY	REPORT	1
	MENTAL PROBLEM		8
	MESSAGE		15

Grimes - CAD - Calls for Service Count

Aug 2023

	MISCELLANEOUS TRIP		1
	MISSING PERSON		1
	MISSING PERSON	JUVENILE	1
	MISSING PERSON	RECOVERED	1
	MISSING PERSON	REPORT	1
	NARCOTIC ACTIVITY		1
	OPEN DOOR		3
	OWI		2
	PUBLIC ASSIST (POLICE)		23
	PUBLIC WORKS INFORMATION		1
	RADAR SETUP		78
	RECKLESS DRIVER(S)		11
	RECOVERED/FOUND PROPERTY		1
	RESIDENTAL FIRE	ALARM	3
	RESIDENTAL FIRE	ASSIGNMENT	3
	RUNAWAY		1
	RUNAWAY	RECOVERED	1
	RUNAWAY	REPORT	2
	SCHOOL BUS VIOLATION		3
	SEXUAL ASSAULT	REPORT	1
	SHOOTING		1
	SHOPLIFTER		1
	SPECIAL WATCH		15
	STALLED VEHICLE		19
	STILL ALARM - CHOOSE SUB TYPE	ILLEGAL BURN	1
	STILL ALARM - CHOOSE SUB TYPE	VEHICLE FIRE	2
	SUICIDE	SERIOUS INJURIES	1
	SUICIDE	THREATS	3
	SUSPICIOUS		2
	SUSPICIOUS	ACTIVITY	9
	SUSPICIOUS	PERSON	9
	SUSPICIOUS	PERSON WITH WEAPON	1
	SUSPICIOUS	VEHICLE	19
	THEFT		1
	THEFT	JUST OCCURED	5
	THEFT	REPORT	12

Grimes - CAD - Calls for Service Count

Aug 2023

	THEFT	SUSPECT	1
	THREATS	REPORT	3
	TRAFFIC STOP		153
	TRESPASS		2
	UNKNOWN PROBLEM		2
	VANDALISM	REPORT	2
	VEHICLE UNLOCK		13
	WANTED PERSON		3
	WANTED PERSON	CHECK	2
	WELFARE CHECK		22
		Total:	**1126**

From: Gary Brons <gbrons@mcclurevision.com>
Sent: Saturday, September 30, 2023 7:56 PM
To: Jake Anderson <janderson@grimesiowa.gov>
Cc: Derick Anderson <danderson@mcclurevision.com>
Subject: Grimes - SRF Water Phase 1, Initial Loan Closing

Jake –

I wanted to send you a quick note regarding the initial loan closing of the Water Phase 1 Improvements and to recognize the assistance and timeliness of your staff in helping us at McClure meet the deadline to secure the 2% SRF interest rate. Working with our team, the efforts of Matt, Aaron, Alex, Kevin, Marcia, Rochelle, and others were imperative in helping us meet all of the SRF requirements and secure the reduced interest rate for the City. In the next quarter the SRF rate will be increasing (expected to be ~ 2.92%). Missing this funding deadline would have resulted in increased interest expense over the 20-year loan term by nearly $1M. Given the magnitude of the interest savings, I thought it was important to bring this to your attention.

We certainly appreciate the opportunity to continue our work for Grimes and the trust you place in our expertise at McClure. We look forward to continuing our work with you and your staff in the continued success of Grimes.

Have a great weekend.

GARY BRONS
VICE PRESIDENT, WATER

Your vision. Engineered here.
1360 NW 121st Street | Clive, IA 50325
D: (515) 303-8043 | O: (515) 964-1229 | C: (515) 777-6624 | F: (515) 964-2370

METRO WASTE AUTHORITY INTRODUCES INNOVATIVE AND ACCESSIBLE EDUCATION PROGRAMMING

Education and environmental stewardship are key priorities for Metro Waste Authority. As part of this focus, the agency is introducing two exciting new education initiatives – virtual reality field trips and an online simulation game.

These new initiatives support accessible, STEM-based learning and aim to expand upon Metro Waste Authority's educational offerings to reach additional learners and get them excited about sustainability, the impact of waste, and safe, smart disposal at an early age.

Through the agency's new virtual reality field trip program, learners can take immersive field trips to various Metro Waste Authority locations where the agency handles garbage, recycling, and hazardous waste from households across the region.

Kits are free for teachers in eligible communities* to reserve, and each virtual reality experience supports Iowa core curriculum.

In addition to the virtual reality kits, Metro Waste Authority also created an online game that gives learners first-hand experience of the complexity of managing waste with fun simulations.

Through the EcoVille simulation game, players can navigate managing a landfill and establishing recycling programs, all while learning about local guidelines.

These two initiatives, funded by an Environmental Protection Agency grant, are new offerings to a robust education program, which includes community green talks, facility tours, educator workshops, classroom presentations, and more.

For more information about Metro Waste Authority's education program and resources, visit www.WhereItShouldGo.com/Education, or call 515-244-0021.

*Eligible communities for virtual reality kits include Altoona, Alleman, Ankeny, Bondurant, Carlisle, Clive, Elkhart, Grimes, Hartford, Johnston, Mingo, Mitchellville, Norwalk, Pleasant Hill, Polk City, Prairie City, Runnells, Urbandale, West Des Moines, and Windsor Heights.

Council Meeting October 10, 2023

ABD License Renewal

1. Kwik Star #1055-2351 E. 1st Street- Class B Retail Alcohol License
2. Casey's General Store #3507- 951 SE Gateway Dr.- Class E Retail Liquor License

RESOLUTION NO. 10-0423

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 10th day of October 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By:_____
Rochelle Williams, City Clerk

CITY OF GRIMES

ALCOHOLIC BEVERAGE LICENSE
STAFF APPROVAL FORM

Establishment Name: Kwik Star #1055
Establishment Address: 2351 E. 1st Street

License Class: X Class B Retail Alcohol License

Privileges: Outdoor Service Catering New Renewal X

Fire Department Approval

Fire Inspection Date: 2 Oct. 2023

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: _____

Building Department Approval -NA

Approval: Yes ☐ No ☐

Reason for not approving: _____

Building Official Signature: _____

Planning Approval -NA

Approval: Yes ☐ No ☐

Reason for not approving: _____

Planning Signature: _____

CITY OF GRIMES

ALCOHOLIC BEVERAGE LICENSE
STAFF APPROVAL FORM

Establishment Name: Casey's Gener Store #3507
Establishment Address: 951 SE Gateway Dr

License Class: X Class E Retail Alcohol License

Privileges: Outdoor Service Catering New Renewal X

Fire Department Approval

Fire Inspection Date: 20 Oct. 2023

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: _____

Building Department Approval -NA

Approval: Yes ☐ No ☐

Reason for not approving: _____

Building Official Signature: _____

Planning Approval -NA

Approval: Yes ☐ No ☐

Reason for not approving: _____

Planning Signature: _____

DORSEY™
always ahead

October 3, 2023

VIA EMAIL

Jake Anderson
City Administrator/City Hall
Grimes, Iowa

Re: Grimes, Iowa
$8,543,000 SRF Water Revenue Loan and Disbursement Agreement
File No. 419952-97

Dear Jake:

We have prepared and attach proceedings to be used at the October 10, 2023 City Council meeting to enable the Council to adopt the resolution (the "Resolution") approving the Water Revenue Loan and Disbursement Agreement (the "Agreement") and providing for the issuance of the Water Revenue Bond, Series 2023 (the "Bond").

The proceedings attached include the following items:

1. Minutes of the October 10, 2023 meeting providing for the adoption of the Resolution. The form of Bond, Treasurer's Certificate and Assignment are included as part of the Resolution but need not be completed or executed as they are adopted only as to form.

2. Certificate attesting to the transcript.

3. Establishment and non-litigation certificate with respect to the Water Utility.

Also attached, please find the Agreement for execution by the City Clerk and the Mayor. Please print a copy of the Agreement and have it executed as indicated. After the Agreement has been signed, please return it to us so that we can have it signed on behalf of the Iowa Finance Authority, after which we will furnish you with a fully executed copy for the City's records.

In addition, we have prepared and attach the Bond. Please have the Bond signed as indicated, and return it to us so that we can deliver it to the lender at the time of closing. Please note that the Bond has signature blocks for the Mayor, the City Clerk and the City Treasurer.

Finally, we have attached the Closing Certificate for execution by the City Clerk and the Mayor. Please review the Certificate for any inaccuracies and return the executed Certificate to our office.

Please call Erin Regan, Emily Hammond, Lauren Baker or me if you have questions.

Best regards,

John P. Danos

Attachments

cc: Rochelle Williams
Marcia Woodke
Tracy Scebold
Tony Toigo
Lee Wagner
Matt Ahrens
Alex Potter
Susanne Gerlach

(Issuance – Water Revenue)

419952-97

Grimes, Iowa

October 10, 2023

The City Council of the City of Grimes, Iowa, met on October 10, 2023, at 5:30 p.m. at the Grimes Community Complex, 410 SE Main, Grimes, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present: _____

Absent: _____

The City Council took up for consideration a resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of Water Revenue Bonds.

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

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 10-0523

Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of $8,543,000 Water Revenue Bonds, Series 2023

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 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 (as defined herein) 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; and

WHEREAS, the City has determined to use a portion of its authority under the Agreement to issue its Water Revenue Bonds, Series 2023 (the "Bonds") in the principal amount of $8,543,000 to pay the costs of the Project; and

WHEREAS, it is necessary at this time for the City Council to approve the Agreement with the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa, as lender (the "Lender") and to issue the Bonds in evidence thereof;

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

Section 1. It is hereby determined that the City shall enter into the Agreement with the Lender. The Agreement shall be in substantially the form as has been placed on file with the City and shall provide for a loan (the "Loan") to the City in the amount of $8,543,000, for the purpose as set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Agreement on behalf of the City, and the Agreement is hereby approved.

Section 2. The Bonds are hereby authorized to be issued in evidence of the obligation of the City under the Agreement, in the aggregate principal amount of $8,543,000, to be dated the date of delivery to or upon the direction of the Lender, and bearing interest from the date of each advancement made at the rate of 1.75% per annum pursuant to the Agreement, until payment thereof, as set forth in Exhibit A attached to the Agreement.

The Bonds may be in the denomination of $1,000 each or any integral multiple thereof and, at the request of the Lender, shall be initially issued as a single bond in the denomination of $8,543,000 and numbered R-1.

The City Clerk is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

Payment of the principal of and interest on the Bonds and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of the Bond or Bonds to the Paying Agent.

In addition to the payment of principal of and interest on the Bonds, the City also agrees to pay the Initiation Fee and the Servicing Fee (defined in the Agreement) in accordance with the terms of the Agreement.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered bonds without interest coupons. The issuance of the Bonds and the amount of the Loan advanced thereunder shall be recorded in the office of the City Treasurer, and the certificate on the back of each Bond shall be executed with the official manual or facsimile signature of the City Treasurer. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar. Each Bond shall be transferable without cost to the registered owner thereof only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

The Bonds are subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Lender, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by facsimile, e-mail, certified or registered mail to the Lender (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

All of the Bonds and the interest thereon, together with the Outstanding Bonds and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth herein (which additional obligations are hereinafter sometimes referred to as "Parity Obligations"), shall be payable solely from the Net Revenues of the Utility and the Sinking Fund hereinafter referred to, both of which are hereby pledged to the payment of the Bonds. The Bonds shall be a valid claim of the owners thereof only against said Net Revenues and Sinking Fund. None of the Bonds shall be a general obligation of the City, nor payable in any manner by taxation, and under no circumstances shall the City or the Utility be in any manner liable by reason of the failure of the Net Revenues of the Utility to be sufficient for the payment in whole or in part of the Bonds and the interest thereon.

Section 3. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon they shall be delivered to the Registrar for registration and delivery to the Lender, upon receipt of the loan proceeds (the "Loan Proceeds"), and all action heretofore taken in connection with the Agreement is hereby ratified and confirmed in all respects.

Section 4. The Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA
DALLAS AND POLK COUNTIES
CITY OF GRIMES

WATER REVENUE BOND, SERIES 2023

No. R-1 $8,543,000

RATE	MATURITY DATE	BOND DATE
1.75%	June 1, 2044	November 3, 2023

The City of Grimes (the "City"), in Dallas and Polk Counties, State of Iowa, for value received, promises to pay from the source and as hereinafter provided, on the maturity date of this Bond to

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

EIGHT MILLION FIVE HUNDRED FORTY-THREE THOUSAND DOLLARS

Interest at the rate specified above shall be payable semiannually on June 1 and December 1 of each year, commencing June 1, 2024, and principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule, attached hereto as Exhibit A, on June 1, 2025, and annually thereafter on June 1 in each year until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2044. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The City Clerk shall act as Registrar and Paying Agent and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

Payment of the principal of and interest on this Bond and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.

This Bond is one of a series of bonds (the "Bonds") issued by the City to evidence its obligation under a certain Loan and Disbursement Agreement, dated the date hereof (the "Agreement") entered into by the City for the purpose of providing funds to pay a portion of the

cost of planning, designing and constructing improvements and extensions (the "Project") to the Municipal Waterworks Utility System of the City (the "Utility").

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2023, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds shall be subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by e-mail, facsimile, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with the City's outstanding Water Revenue Bond, SRF Series 2013, dated July 26, 2013; Water Revenue Bond, SRF Series 2016, dated September 23, 2016; Water Revenue Bond, SRF Series 2019, dated March 8, 2019; Taxable Water Revenue Bond, SRF Series 2019A, April 12, 2019; Taxable Water Revenue Bond, SRF Series 2019B, dated June 7, 2019; Taxable Water Revenue Bond, SRF Series 2020, dated January 10, 2020; and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues (as defined in the Resolution) of the Utility of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have

existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Grimes, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF GRIMES, IOWA

By (Do Not Sign)
Mayor

Attest:

(Do Not Sign)
City Clerk

(On the back of each Bond the following certificate shall be executed with the duly authorized signature of the City Treasurer)

STATE OF IOWA
DALLAS AND POLK COUNTIES SS: CITY TREASURER'S CERTIFICATE
CITY OF GRIMES

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

(Do Not Sign)
City Treasurer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA _____ (Custodian)
TEN ENT	-	as tenants by the entireties	As Custodian for _____ (Minor)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	under Uniform Transfers to Minors Act _____ (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

_____

(Please print or type name and address of Assignee)

_____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

_____

_____

_____

_____

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT A
PRINCIPAL PAYMENT SCHEDULE

Due June 1	Amount	Due June 1	Amount
2025	$352,000	2035	$429,000
2026	$359,000	2036	$437,000
2027	$366,000	2037	$446,000
2028	$373,000	2038	$455,000
2029	$380,000	2039	$464,000
2030	$388,000	2040	$473,000
2031	$396,000	2041	$483,000
2032	$404,000	2042	$492,000
2033	$412,000	2043	$502,000
2034	$420,000	2044	$512,000

Section 5. The Loan Proceeds shall be held by the Lender and disbursed for costs of the Project, as referred to in the preamble hereof. The City will keep a detailed, segregated accounting of the expenditure of the Loan Proceeds.

Section 6. So long as any of the Bonds, the Outstanding Bonds or any Parity Obligations are outstanding, the City shall continue to maintain the Utility in good condition, and the Utility shall continue to be operated in an efficient manner and at a reasonable cost as a revenue producing undertaking. The City shall establish, impose, adjust and provide for the collection of rates to be charged to customers of the Utility, including the City, to produce gross revenues (hereinafter sometimes referred to as the "Gross Revenues") at least sufficient to pay the expenses of operation and maintenance of the Utility, which shall include salaries, wages, cost of maintenance and operation, materials, supplies, insurance and all other items normally included under recognized accounting practices (but does not include allowances for depreciation in the valuation of physical property) (which such expenses are hereinafter sometimes referred to as the "Operating Expenses") and to leave a balance of net revenues (herein referred to as the "Net Revenues") equal to at least 110% of the principal of and interest on all of the Bonds, the Outstanding Bonds and any other Parity Obligations due in such fiscal year, as the same become due.

Section 7. The provisions, covenants, undertakings and stipulations for the operation of the Utility and for the collection, application and use of the Gross Revenues and income from such operation, as set forth in the Outstanding Bond Resolutions shall inure and appertain to the Bonds to the same extent and with like force and effect as if herein set out in full, except only insofar as the same may be inconsistent with this resolution.

Nothing in this resolution shall be construed to impair the rights vested in the Outstanding Bonds. The amounts herein required to be paid into the various funds hereafter named shall be inclusive of said payments required with respect to the Outstanding Bonds. The provisions of the Outstanding Bond Resolutions and the provisions of this resolution are to be construed whenever possible so that the same will not be in conflict. In the event such construction is not possible, the provisions of the resolution first adopted shall prevail until such time as the obligations authorized by such resolution have been paid or otherwise satisfied as therein provided, at which time the provisions of this resolution shall again prevail.

Section 8. From and after the issuance of the Bonds, the Gross Revenues of the Utility shall continue to be set aside into the City's Water Revenue Fund ("Water Revenue Fund") created under the Outstanding Bond Resolutions. The Water Revenue Fund shall be used in maintaining and operating the Utility, and after payment of the Operating Expenses shall, to the extent provided in this resolution and the Outstanding Bond Resolutions, be used to pay the principal of and interest on the Bonds, the Outstanding Bonds and any Parity Obligations, and to create and maintain the several separate funds hereinafter described.

Section 9. The provisions in and by the Outstanding Bond Resolutions, whereby there has been created and is to be maintained a "Water Revenue Bond Sinking Fund" (herein referred to as the "Sinking Fund"), and for the payment into said fund from the Net Revenues of the Utility such portion thereof as will be sufficient to pay the interest on and principal of the Outstanding Bonds, are all hereby ratified and confirmed, and all such provisions shall inure and constitute the

security for the payment of the interest on and principal of the Bonds hereby authorized as may be outstanding from time to time; provided, however, that on the first day of each month of each year, the minimum amount to be set aside, in addition to the amounts required to be set aside in the Outstanding Bond Resolutions, and paid into the Sinking Fund shall be not less than as follows:

> Commencing on December 1, 2023, and continuing to final maturity, an amount equal to 1/6th of the installment of interest coming due on the next succeeding interest payment date on the then outstanding Bonds. In addition, commencing on June 1, 2024, and continuing to final maturity, an amount equal to 1/12th of the installment of principal coming due on such Bonds on the next succeeding principal payment date until the full amount of such installment is on deposit in the Sinking Fund.

Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Bonds, the Outstanding Bonds and any Parity Obligations as the same shall become due and payable. Whenever Parity Obligations are issued under the conditions and restrictions hereinafter set forth, provision shall be made for additional payments to be made into the Sinking Fund for the purpose of paying the interest on and principal of such Parity Obligations.

If at any time there should be a failure to pay into the Sinking Fund the full amount above stipulated, then an amount equivalent to the deficiency shall be paid into the Sinking Fund from the Net Revenues of the Utility as soon as available, and the same shall be in addition to the amount otherwise required to be so set apart and paid into the Sinking Fund.

No further payments need be made into the Sinking Fund when and so long as the amount therein is sufficient to retire all of the Bonds, the Outstanding Bonds and any Parity Obligations then outstanding which are payable from the Sinking Fund and to pay all interest to become due thereon prior to such retirement, or if provision for such payment has been made.

All of such payments required to be made into the Sinking Fund shall be made in equal monthly installments on the first day of each month, except that when the first day of any month shall be a Sunday or legal holiday, then such payments shall be made on the next succeeding secular day.

Section 10. The provisions in and by the Outstanding Bond Resolutions whereby there has been created and is to be maintained a special fund to be known and designated as the Surplus Fund into which there shall be set apart and paid all of the Net Revenues remaining after first paying the Operating Expenses and making the required payments into the Sinking Fund are all hereby ratified and confirmed. All money credited to the Surplus Fund shall be transferred and credited to the Sinking Fund whenever necessary to prevent or remedy a default in the payment of the principal of or interest on the Bonds, the Outstanding Bonds and any Parity Obligations.

As long as the Sinking Fund has the full amounts required to be deposited therein by the Outstanding Bond Resolutions and this resolution, any balance in the Surplus Fund may be expended by the City in such manner as the Council, or such other duly constituted body as may then be charged with the operation of the Utility, may from time to time direct.

Section 11. All money held in any fund or account created or to be maintained under the terms of this resolution shall be deposited in lawful depositories of the City or invested in accordance with Chapters 12B and 12C of the Code of Iowa and continuously held and secured as provided by the laws of the State of Iowa relating to the depositing, securing, holding and investing of public funds. All interest received by the City as a result of investments under this section shall be considered to constitute Gross Revenues of the Utility and shall be deposited in or transferred to the Water Revenue Fund and used solely and only for the purposes specified herein for such funds.

Section 12. The City hereby covenants and agrees with the owner or owners of the Bonds, the Outstanding Bonds and any Parity Obligations, or any of them, that from time to time may be outstanding, that it will faithfully and punctually perform all duties with reference to the Utility required and provided by the Constitution and laws of the State of Iowa, that it will segregate the Gross Revenues of the Utility and make application thereof in accordance with the provisions of this resolution and that it will not sell, lease or in any manner dispose of the Utility or any part thereof, including any and all extensions and additions that may be made thereto, until all of the Bonds, the Outstanding Bonds and any Parity Obligations shall have been paid in full, both principal and interest, or unless and until provision shall have been made for the payment of the Bonds, the Outstanding Bonds and any Parity Obligations and interest thereon in full; provided, however, that the City may dispose of any property which in the judgment of the Council, or such duly constituted body as may then be charged with the operation of the Utility, is no longer useful or profitable in the operation of the Utility nor essential to the continued operation thereof and when the sale thereof will not operate to reduce the revenues to be derived from the operation of the Utility.

Section 13. Upon a breach or default of a term of the Bonds, the Outstanding Bonds or any Parity Obligations, the Outstanding Bond Resolutions and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Division V of Chapter 384 of the Code of Iowa or an action may be brought to obtain the appointment of a receiver to take possession of and operate the Utility and to perform the duties required by this resolution and Division V of Chapter 384 of the Code of Iowa.

Section 14. The Bonds, the Outstanding Bonds or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Net Revenues of the Utility regardless of the time or times of the issuance of such Bonds, the Outstanding Bonds or Parity Obligations, it being the intention of the City that there shall be no priority among the Bonds, the Outstanding Bonds or any Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times. The City hereby reserves the right and privilege of issuing additional Parity Obligations.

Section 15. The City agrees that so long as the Bonds, the Outstanding Bonds or any Parity Obligations remain outstanding, it will maintain insurance for the benefit of the owners of the Bonds, the Outstanding Bonds and any Parity Obligations on the insurable portions of the Utility of a kind and in an amount which usually would be carried by private companies or municipalities engaged in a similar type of business. The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the Utility damaged or

destroyed. The City will keep proper books of record and account, separate from all other records and accounts, showing the complete and correct entries of all transactions relating to the Utility, and the owners of the Bonds, the Outstanding Bonds or any Parity Obligations shall have the right at all reasonable times to inspect the Utility and all records, accounts and data of the City relating thereto.

Section 16. The provisions of this resolution shall constitute a contract between the City and the owners of the Bonds and any Parity Obligations as may from time to time be outstanding, and after the issuance of the Bonds, no change, variation or alteration of any kind of the provisions of this resolution shall be made which will adversely affect the owners of the Bonds or any Parity Obligations until all of the Bonds, the Outstanding Bonds and any Parity Obligations and the interest thereon shall have been paid in full, except as hereinafter provided.

The owners of a majority in principal amount of the Bonds and any Parity Obligations at any time outstanding (not including in any case any obligations which may then be held or owned by or for the account of the City, but including such obligations as may be issued for the purpose of refunding any of the Bonds, the Outstanding Bonds or Parity Obligations if such obligations shall not then be owned by the City) shall have the right from time to time to consent to and approve the adoption by the City of a resolution or resolutions modifying or amending any of the terms or provisions contained in this resolution; provided, however, that this resolution may not be so modified or amended in such manner as to:

(a) Make any change in the maturity or redemption terms of the Bonds or Parity Obligations.

(b) Make any change in the rate of interest borne by any of the Bonds or Parity Obligations.

(c) Reduce the amount of the principal payable on any Bonds or Parity Obligations.

(d) Modify the terms of payment of principal of or interest on the Bonds or Parity Obligations, or any of them, or impose any conditions with respect to such payment.

(e) Affect the rights of the owners of less than all of the Bonds or Parity Obligations then outstanding.

(f) Reduce the percentage of the principal amount of the Bonds or Parity Obligations, the consent of the owners of which shall be required to effect a further modification.

Whenever the City shall propose to amend or modify this resolution under the provisions of this section, it shall cause notice of the proposed amendment to be (1) filed with the Lender and (2) mailed by certified mail to each registered owner of any Bond or Parity Obligation as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Clerk.

Whenever at any time within one year from the date of the mailing of said notice, there shall be filed with the City Clerk an instrument or instruments executed by the owners of at least a majority in aggregate principal amount of the Bonds and any Parity Obligations outstanding at the time of the adoption of such amendatory resolution specifically consenting to the adoption thereof as herein provided, no owner of any Bonds or Parity Obligations shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Any consent given by the owners of a Bond or Parity Obligation pursuant to the provisions of this section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future owners of the same Bond or Parity Obligation during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the owner who gave such consent or by a successor in title, but such revocation shall not be effective if the owners of a majority in aggregate principal amount of the Bonds and Parity Obligations outstanding as in this section defined shall have, prior to the attempted revocation, consented to and approved the amendatory resolution referred to in such revocation.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction, who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the persons signing such instrument acknowledged before such officer the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 17. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 18. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 19. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 20. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved October 10, 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 I have in my possession or have access to the complete corporate records of the aforesaid City and of its City Council and officers and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the authorization and approval of a certain Water Revenue Loan and Disbursement Agreement (the "Agreement") and the issuance of $8,543,000 Water Revenue Bonds, Series 2023 (the "Bonds") of said City evidencing the City's obligation under such Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no objections were filed in my office and no objections of any kind were made to the matter of entering into such Agreement or issuing such Bonds at the time and place set for hearing thereon, and that no petition of protest or objections of any kind have been filed or made, nor has any appeal been taken to the District Court from the decision of the City Council to enter into the Agreement or to issue the Bonds.

WITNESS MY HAND this ____ day of _____, 2023.

_____
Rochelle Williams, City Clerk

ESTABLISHMENT CERTIFICATE:

STATE OF IOWA
DALLAS AND POLK COUNTIES SS:
CITY OF GRIMES

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that I have complete access and control of all of the corporate records of the City and that, based upon my examination of such records, I have determined that the City did heretofore establish a Municipal Waterworks Utility System (the "Utility") prior to January 1, 1961, that the management and control of the Utility are vested in the City Council, and that no board of trustees exists which has any part of the control and management of such Utility.

I further certify that there is not pending or threatened any question or litigation whatsoever touching the establishment, improvement or operation of such Utility and that there are no bonds or other obligations of any kind now outstanding which are payable from or constitute a lien upon the revenues derived from the operation of such Utility, except for the City's outstanding Water Revenue Bond, SRF Series 2013, dated July 26, 2013; Water Revenue Bond, SRF Series 2016, dated September 23, 2016; Water Revenue Bond, SRF Series 2019, dated March 8, 2019; Taxable Water Revenue Bond, SRF Series 2019A, April 12, 2019; Taxable Water Revenue Bond, SRF Series 2019B, dated June 7, 2019; Taxable Water Revenue Bond, SRF Series 2020, dated January 10, 2020; and the current issue of $8,543,000 Water Revenue Bonds, Series 2023 of the City.

WITNESS MY HAND this ____ day of _____, 2023.

_____
Rochelle Williams, City Clerk

UNITED STATES OF AMERICA
STATE OF IOWA
DALLAS AND POLK COUNTIES
CITY OF GRIMES

WATER REVENUE BOND, SERIES 2023

No. R-1 $8,543,000

RATE	MATURITY DATE	BOND DATE
1.75%	June 1, 2044	November 3, 2023

The City of Grimes (the "City"), in Dallas and Polk Counties, State of Iowa, for value received, promises to pay from the source and as hereinafter provided, on the maturity date of this Bond to

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

EIGHT MILLION FIVE HUNDRED FORTY-THREE THOUSAND DOLLARS

Interest at the rate specified above shall be payable semiannually on June 1 and December 1 of each year, commencing June 1, 2024, and principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule, attached hereto as Exhibit A, on June 1, 2025, and annually thereafter on June 1 in each year until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2044. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The City Clerk shall act as Registrar and Paying Agent and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

Payment of the principal of and interest on this Bond and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.

This Bond is one of a series of bonds (the "Bonds") issued by the City to evidence its obligation under a certain Loan and Disbursement Agreement, dated the date hereof (the "Agreement") entered into by the City for the purpose of providing funds to pay a portion of the cost of planning, designing and constructing improvements and extensions (the "Project") to the Municipal Waterworks Utility System of the City (the "Utility").

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2023, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds shall be subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by e-mail, facsimile, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with the City's outstanding Water Revenue Bond, SRF Series 2013, dated July 26, 2013; Water Revenue Bond, SRF Series 2016, dated September 23, 2016; Water Revenue Bond, SRF Series 2019, dated March 8, 2019; Taxable Water Revenue Bond, SRF Series 2019A, April 12, 2019; Taxable Water Revenue Bond, SRF Series 2019B, dated June 7, 2019; Taxable Water Revenue Bond, SRF Series 2020, dated January 10, 2020; and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues (as defined in the Resolution) of the Utility of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Grimes, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF GRIMES, IOWA

By _____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams, City Clerk

STATE OF IOWA
DALLAS AND POLK COUNTIES SS: CITY TREASURER'S CERTIFICATE
CITY OF GRIMES

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

_____
Marcia Woodke, City Treasurer/Finance Director

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA	_____
TEN ENT	-	as tenants by the entireties		(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for	_____ (Minor)
			under Uniform Transfers to Minors Act	
				_____ (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

_____
(Please print or type name and address of Assignee)

_____
PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

_____
_____
_____

_____
NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT A
PRINCIPAL PAYMENT SCHEDULE

Due June 1	Amount	Due June 1	Amount
2025	$352,000	2035	$429,000
2026	$359,000	2036	$437,000
2027	$366,000	2037	$446,000
2028	$373,000	2038	$455,000
2029	$380,000	2039	$464,000
2030	$388,000	2040	$473,000
2031	$396,000	2041	$483,000
2032	$404,000	2042	$492,000
2033	$412,000	2043	$502,000
2034	$420,000	2044	$512,000

CLOSING CERTIFICATE

We, the undersigned, Mayor and City Clerk of the City of Grimes, Iowa (the "City"), do hereby certify as of November 3, 2023 (the "Dated Date"), that we are now and were at the time of the execution of the City's $8,543,000 Water Revenue Bond, Series 2023, dated the date hereof (the "Series 2023 Bond"), the officers respectively above indicated of the City; that in pursuance of Chapter 384 of the Code of Iowa, a resolution adopted by the City Council on October 10, 2023 (the "Resolution"), and a certain Loan and Disbursement Agreement (the "Agreement"), by and between the City and the Iowa Finance Authority, Des Moines, Iowa, as lender (the "Lender"), the Series 2023 Bond has been heretofore lawfully authorized and this day by us lawfully issued and delivered to the Lender and pursuant to the Agreement, the Lender shall loan to the City the maximum sum of $8,543,000. Terms not otherwise defined herein shall have the meaning given such terms in the Resolution and the Agreement.

The Series 2023 Bond has been executed by the aforesaid officers; the certificate on the back of the Series 2023 Bond has been executed by the City Treasurer; and the Series 2023 Bond has been fully registered as to principal and interest in the name of the Lender on the registration books of the City.

We further certify that the Series 2023 Bond is being issued to evidence the City's obligation under the Agreement entered into by the City for the purpose of providing funds to pay a portion of the cost of planning, designing and constructing improvements and extensions (the "Project") to the Municipal Waterworks Utility System of the City (the "Utility"). The City reasonably expects that the assets comprising the Project will be used for the public, governmental purposes of the City (and not for private business use) throughout the period in which the Series 2023 Bond will be outstanding. The City does not anticipate entering into any contracts allowing for private business use of these assets or providing special payments to the City from any private business with respect to the Project or the Series 2023 Bond.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the titles of the aforesaid officers to their respective positions or the proceedings incident to the authorization of the Series 2023 Bond or in any way concerning the validity of the Series 2023 Bond or the power and duty of the City to appropriate and apply the Net Revenues (as defined in the Resolution) from the operation of the Utility to the full and prompt payment of the principal of and interest on the Series 2023 Bond, and that none of the proceedings incident to the authorization and issuance of the Series 2023 Bond have been repealed or rescinded.

We further certify that no appeal of the decision of the City Council to enter into the Agreement and to issue the Series 2023 Bond has been taken to the district court.

We further certify that the City has no other bonds or obligations of any kind now outstanding secured by or payable from the revenues to be derived from the operation of the Utility, except for the City's outstanding Water Revenue Bond, SRF Series 2013, dated July 26, 2013; Taxable Water Revenue Bond, SRF Series 2016, dated September 23, 2016; Water Revenue Bond, SRF Series 2019, dated March 8, 2019; Taxable Water Revenue Bond, SRF Series 2019A, April

12, 2019; Taxable Water Revenue Bond, SRF Series 2019B, dated June 7, 2019; Taxable Water Revenue Bond, SRF Series 2020, dated January 10, 2020.

We further certify that no board of trustees has been created for the management and control of the Utility and such management and control are vested in the Council of the City.

We further certify that all meetings held in connection with the Series 2023 Bond were open to the public at a place reasonably accessible to the public and that notice was given at least 24 hours prior to the commencement of all meetings by advising the news media who requested notice of the time, date, place and the tentative agenda and by posting such notice and agenda at the City Hall or principal office of the City on a bulletin board or other prominent place which is easily accessible to the public and is the place designated for the purpose of posting notices of meetings.

We further certify as follows:

1. The total costs of the Project (the "Total Project Costs"), including engineering fees, are currently estimated to be at least $8,543,000.

2. The net sales proceeds of the Series 2023 Bond are $8,543,000 (the "Net Sales Proceeds"), the same being the Issue Price thereof.

3. The Net Sales Proceeds, including investment earnings thereon, will be invested by the City without restriction as to yield for a period not to exceed three years from the date hereof (the "Three Year Temporary Period"), the following three tests being reasonably expected to be satisfied by the City:

a. Time Test: The City has entered into or, within six months of the date hereof, will enter into binding contracts for the Project with third parties (e.g., engineers or contractors);

(i) which are not subject to contingencies directly or indirectly within the City's control;

(ii) which provide for the payment by the City to such third parties of an amount equal to at least 5% of the Net Sales Proceeds;

b. Expenditure Test: At least 85% of Net Sales Proceeds will be applied to the payment of Total Project Costs within the Three-Year Temporary Period; and

c. Due Diligence Test: Acquisition and construction of the Project to completion and application of the Net Sales Proceeds to the payment of Total Project Costs will proceed with due diligence.

4. The Series 2023 Bond is payable from Net Revenues of the Utility which will be collected in a Sinking Fund and applied to the payment of interest on the Series 2023 Bond on each June 1 and December 1 and principal of the Series 2023 Bond on each June 1 (the 12-month period ending on each June 1 being herein referred to as a "Bond Year"); the Sinking Fund is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; the Sinking Fund will be depleted at least once each Bond Year except for a reasonable carryover amount not to exceed the greater of (i) the earnings on the fund for the immediately preceding Bond Year; or (ii) 1/12 of the principal and interest payments on the Series 2023 Bond for the immediately preceding Bond Year; amounts on deposit in the Sinking Fund will be invested by the City without restriction as to yield for a period of 13 months after their date of deposit.

5. The City Council adopted a resolution on June 27, 2023, declaring its official intent to acquire and construct the Project and finance the same with bonds or other obligations (the "Intent Resolution").

The City certifies that none of the costs of the Project to be paid for from the Net Sales Proceeds are for expenditures made more than 60 days prior to the date of adoption of the Intent Resolution, except for (i) costs of issuance of the Series 2023 Bond; (ii) costs aggregating an amount not in excess of the lesser of $100,000 or 5% of the Net Sales Proceeds; (iii) costs for preliminary expenditures (including architectural, engineering, surveying, soil testing, and similar costs incurred prior to commencement of acquisition or construction of the Project, other than land acquisition, site preparation and similar costs) not in excess of 20% of the Net Sales Proceeds of the Series 2023 Bond; the City will allocate Net Sales Proceeds to reimbursement of such expenditures no later than 3 years after the later of (i) the date any such expenditure was originally paid or (ii) the date the Project is placed in service (or abandoned); and such allocations will be made by the City in writing.

The City will not seek reimbursement of prior expenditures already paid by the City from the proceeds of the Series 2023 Bond.

6. Not more than 50% of the Net Sales Proceeds will be invested in nonpurpose investments [as defined in Section 148(f)(6)(A) of the Internal Revenue Code of 1986, as amended (the "Code")] having a substantially guaranteed yield for four years or more (e.g., a four-year guaranteed investment contract or a Treasury Obligation that does not mature for four years).

7. The proceeds of the Series 2023 Bond will be advanced by the Lender from time to time to pay or reimburse the City for costs of the Project. Accordingly, the City does not expect to invest the proceeds of the Series 2023 Bond prior to payment or reimbursement of the costs of the Project, and therefore no arbitrage earnings are expected to be realized.

If the City does invest the proceeds of the Series 2023 Bond prior to the payment or reimbursement of the costs of the Project, the City covenants and agrees to invest the proceeds of the Series 2023 Bond in investments purchased at fair market value in a manner that satisfies the safe harbors provided by the Internal Revenue Service, Iowa law governing investments by the City and the City's investment policy. Additionally, if the City does not spend the Series 2023 Bond proceeds in accordance with the time periods set forth in the next paragraph (or another

applicable rebate exception), rebate payments to the United States regarding investment proceeds may be required to be made by the City.

The City expects to spend the Net Sales Proceeds (along with any investment earnings on such proceeds) by July 4, 2025. Accordingly, the City reasonably expects that the Net Sales Proceeds will be fully spent for costs of the Project within the time periods set forth in the Two-Year Exception described below:

Two-Year Exception: The Series 2023 Bond will qualify as a "construction issue" as defined in Section 148(f)(4)(c)(vi) of the Code and Section 1.148-7(f) of the Regulations because at least 75% of the "available construction proceeds" as defined in Section 148(f)(4)(c)(vi) of the Code will be allocated to capital expenditures that are allocable to the cost of land, buildings, improvements, permanent structures or constructed personal property. Accordingly, if all Net Sales Proceeds of the Series 2023 Bond (other than the amount used to pay costs of issuance), are expended at least as quickly as 10% within 6 months from the date of issuance of the Series 2023 Bond, 45% within 12 months, 75% within 18 months and 100% within 2 years, then rebate will be required only with respect to a reasonably required reserve or replacement fund, if any. If the City exercises due diligence to complete the Project and an amount not exceeding the lesser of 3% of the Net Sales Proceeds ($256,290) or $250,000 remains unspent as of the end of the two years, the City will be treated as satisfying the final expenditure requirement. In addition, a reasonable retainage of up to five percent of the Net Sales Proceeds ($427,150) need not be spent until 3 years after the Dated Date (the issue date of the Series 2023 Bond).

We certify that the City will comply with the investment requirements of Section 148 of the Code and the Regulations relating thereto with respect to the proceeds of the Series 2023 Bond, including the requirement to invest the proceeds of the Series 2023 Bond (and the investment earnings thereon) at fair market value, and, if appropriate, to comply with the bidding requirements for investment contracts. The City acknowledges that if it fails to spend the proceeds of the Series 2023 Bond (along with the investment earnings thereon) within the time periods set forth in the 18 Month Exception (or another applicable rebate exception), the City may have a rebate liability to the United States pursuant to Section 148 of the Code. The City shall consult with the appropriate auditors or rebate specialists with regard to determination of rebate liability.

8. The weighted average maturity of the Series 2023 Bond does not exceed the reasonably expected economic life of the Project.

9. To our best knowledge and belief, there are no facts, estimates or circumstances which would materially change the foregoing conclusions.

10. On the basis of the foregoing, it is not expected that the Net Sales Proceeds will be used in a manner that would cause the Series 2023 Bond to be an "arbitrage bond" under Section 148 of the Code and the regulations prescribed under that section. The City has not been notified of any listing or proposed listing of it by the Internal Revenue Service as a bond issuer whose arbitrage certifications may not be relied upon.

IN WITNESS WHEREOF, we have hereunto affixed our hands on the Dated Date.

CITY OF GRIMES, IOWA

_____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams, City Clerk

Estimated Amortization Schedule

City of Grimes
Water Revenue Bond
FS-77-23-DWSRF-024(1)

Loan summary

Loan Closing Date	Nov 3, 2023
Final Disbursement Date	Jul 4, 2025
Final Maturity Date	Jun 1, 2044
Loan Period in Years	20
Total Loaned Amount	$ 8,543,000.00
0.5% Initiation Fee	42,715.00
Net Proceeds to Borrower	$ 8,500,285.00
Annual Interest Rate	1.75%
Total Interest	$ 1,677,035.13
Servicing Fee Rate	0.25%
Total Servicing Fees	$ 239,576.44
Total Loan Costs	$ 1,959,326.57

Estimated Draw Schedule

Initiation Fee -	Nov 3, 2023	42,715.00
P & D Payoff -	Nov 3, 2023	-
Estimated Draw #1-	Nov 3, 2023	849,528.50
Estimated Draw #2-	Dec 15, 2023	849,528.50
Estimated Draw #3-	Jan 26, 2024	849,528.50
Estimated Draw #4-	Mar 8, 2024	849,528.50
Estimated Draw #5-	Apr 19, 2024	849,528.50
Estimated Draw #6-	May 31, 2024	849,528.50
Estimated Draw #7-	Jul 12, 2024	849,528.50
Estimated Draw #8-	Aug 23, 2024	849,528.50
Estimated Draw #9-	Oct 4, 2024	849,528.50
Estimated Draw #10-	Nov 15, 2024	849,528.50
Held for Final Docs -	Jul 4, 2025	5,000.00
Total Loaned Amount		8,543,000.00

Payment Date	Beginning Balance	Principal	Interest	Servicing Fee	Total Loan Payment	Total Annual Debt Service	Ending Balance
Jun 1, 2024	4,290,357.50		26,200.93	3,742.99	29,943.92	29,943.92	4,290,357.50
Dec 1, 2024	7,688,471.50		57,156.48	8,165.21	65,321.69		7,688,471.50
Jun 1, 2025	8,538,000.00	352,000.00	75,368.24	10,766.89	438,135.13	503,456.82	8,186,000.00
Dec 1, 2025	8,191,000.00		71,663.23	10,237.60	81,900.83		8,191,000.00
Jun 1, 2026	8,191,000.00	359,000.00	71,671.25	10,238.75	440,910.00	522,810.83	7,832,000.00
Dec 1, 2026	7,832,000.00		68,530.00	9,790.00	78,320.00		7,832,000.00
Jun 1, 2027	7,832,000.00	366,000.00	68,530.00	9,790.00	444,320.00	522,640.00	7,466,000.00
Dec 1, 2027	7,466,000.00		65,327.50	9,332.50	74,660.00		7,466,000.00
Jun 1, 2028	7,466,000.00	373,000.00	65,327.50	9,332.50	447,660.00	522,320.00	7,093,000.00
Dec 1, 2028	7,093,000.00		62,063.75	8,866.25	70,930.00		7,093,000.00
Jun 1, 2029	7,093,000.00	380,000.00	62,063.75	8,866.25	450,930.00	521,860.00	6,713,000.00
Dec 1, 2029	6,713,000.00		58,738.75	8,391.25	67,130.00		6,713,000.00
Jun 1, 2030	6,713,000.00	388,000.00	58,738.75	8,391.25	455,130.00	522,260.00	6,325,000.00
Dec 1, 2030	6,325,000.00		55,343.75	7,906.25	63,250.00		6,325,000.00
Jun 1, 2031	6,325,000.00	396,000.00	55,343.75	7,906.25	459,250.00	522,500.00	5,929,000.00
Dec 1, 2031	5,929,000.00		51,878.75	7,411.25	59,290.00		5,929,000.00
Jun 1, 2032	5,929,000.00	404,000.00	51,878.75	7,411.25	463,290.00	522,580.00	5,525,000.00
Dec 1, 2032	5,525,000.00		48,343.75	6,906.25	55,250.00		5,525,000.00
Jun 1, 2033	5,525,000.00	412,000.00	48,343.75	6,906.25	467,250.00	522,500.00	5,113,000.00
Dec 1, 2033	5,113,000.00		44,738.75	6,391.25	51,130.00		5,113,000.00
Jun 1, 2034	5,113,000.00	420,000.00	44,738.75	6,391.25	471,130.00	522,260.00	4,693,000.00
Dec 1, 2034	4,693,000.00		41,063.75	5,866.25	46,930.00		4,693,000.00
Jun 1, 2035	4,693,000.00	429,000.00	41,063.75	5,866.25	475,930.00	522,860.00	4,264,000.00
Dec 1, 2035	4,264,000.00		37,310.00	5,330.00	42,640.00		4,264,000.00
Jun 1, 2036	4,264,000.00	437,000.00	37,310.00	5,330.00	479,640.00	522,280.00	3,827,000.00
Dec 1, 2036	3,827,000.00		33,486.25	4,783.75	38,270.00		3,827,000.00
Jun 1, 2037	3,827,000.00	446,000.00	33,486.25	4,783.75	484,270.00	522,540.00	3,381,000.00
Dec 1, 2037	3,381,000.00		29,583.75	4,226.25	33,810.00		3,381,000.00
Jun 1, 2038	3,381,000.00	455,000.00	29,583.75	4,226.25	488,810.00	522,620.00	2,926,000.00
Dec 1, 2038	2,926,000.00		25,602.50	3,657.50	29,260.00		2,926,000.00
Jun 1, 2039	2,926,000.00	464,000.00	25,602.50	3,657.50	493,260.00	522,520.00	2,462,000.00
Dec 1, 2039	2,462,000.00		21,542.50	3,077.50	24,620.00		2,462,000.00
Jun 1, 2040	2,462,000.00	473,000.00	21,542.50	3,077.50	497,620.00	522,240.00	1,989,000.00
Dec 1, 2040	1,989,000.00		17,403.75	2,486.25	19,890.00		1,989,000.00
Jun 1, 2041	1,989,000.00	483,000.00	17,403.75	2,486.25	502,890.00	522,780.00	1,506,000.00
Dec 1, 2041	1,506,000.00		13,177.50	1,882.50	15,060.00		1,506,000.00
Jun 1, 2042	1,506,000.00	492,000.00	13,177.50	1,882.50	507,060.00	522,120.00	1,014,000.00
Dec 1, 2042	1,014,000.00		8,872.50	1,267.50	10,140.00		1,014,000.00
Jun 1, 2043	1,014,000.00	502,000.00	8,872.50	1,267.50	512,140.00	522,280.00	512,000.00
Dec 1, 2043	512,000.00		4,480.00	640.00	5,120.00		512,000.00
Jun 1, 2044	512,000.00	512,000.00	4,480.00	640.00	517,120.00	522,240.00	0.00

LOAN AND DISBURSEMENT AGREEMENT
$8,543,000 WATER REVENUE BONDS

This Loan and Disbursement Agreement (the "Agreement") is made and entered into as of November 3, 2023 by and between the City of Grimes, Iowa (the "Participant") and the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa (the "Issuer").

WHEREAS, the Issuer, in cooperation with the Iowa Department of Natural Resources (the "Department"), is authorized to undertake the creation, administration and financing of the Iowa Drinking Water Facilities Financing Program (the "Program") established in the Code of Iowa, Sections 16.131 through 16.135 and Sections 455B.291 through 455B.299, including, among other things, the making of loans to Water Systems for purposes of the Program; and

WHEREAS, the Participant desires to participate in the Program as a means of financing all or part of the construction of certain drinking water treatment facilities serving the Participant and its residents; and

WHEREAS, to assist in financing the Project (defined herein), the Issuer desires to make a loan to the Participant in the amount set forth in Section 2 hereof;

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions. In addition to other definitions set forth herein, the following terms as used in this Agreement shall, unless the context clearly requires otherwise, have the following meanings:

(a) "Bonds" shall mean any State Revolving Fund Revenue Bonds that were or in the future are issued by the Issuer for the purpose of providing moneys to finance the Loan to the Participant.

(b) "Code" shall mean the Internal Revenue Code of 1986, as amended, and all lawfully promulgated regulations thereunder.

(c) "Project" shall mean the particular construction activities approved by the Department and being undertaken by the Participant with respect to the operation or infrastructure of the Water System for the purpose of providing safe drinking water to the customers thereof, as described in the Resolution.

(d) "Regulations" shall mean the administrative rules of the Department relating to the Program, set forth in Title 567, Chapter 44 of the Iowa Administrative Code, and the administrative rules of the Issuer relating to the Program set forth in Title 265, Chapter 26 of the Iowa Administrative Code.

(e) "Resolution" shall mean the resolution of the City Council of the Participant providing for the authorization and issuance of the Revenue Bond, attached hereto as Exhibit B, adopted on October 10, 2023, approving and authorizing the execution of this Agreement and the issuance of the Revenue Bond (as defined herein).

(f) "Water System" shall mean the drinking water system of the Participant, all facilities being used in conjunction therewith and all appurtenances and extensions thereto, including but not limited to the water facilities which the Participant is financing under this Agreement.

Section 2. Loan; Purchase of Revenue Bond. The Issuer agrees to purchase a duly authorized and issued water revenue bond or capital loan note of the Participant (the "Revenue Bond") in order to make a loan to the Participant, and will disburse proceeds as set forth herein. The Participant agrees to borrow and accept from the Issuer, a loan in the principal amount of $8,543,000 (the "Loan").

The Participant shall use the proceeds of the Loan strictly (a) to finance a portion of the costs of construction of the Project and (b), where applicable, to reimburse the Participant for a portion of the costs of the Project, which portion was paid or incurred in anticipation of reimbursement through the Program and which is eligible for such reimbursement under and pursuant to the Regulations and the Code.

Section 3. Disbursements. Proceeds of the Loan shall be made available to the Participant in the form of one or more periodic disbursements as provided in this Section. The Issuer thereafter shall make disbursements of a portion of the Loan for payment of costs of the Project upon receipt of the following:

(a) a completed payment request on a form acceptable to and available from the Issuer;

(b) current construction payment estimates;

(c) engineering service statements;

(d) purchase orders or invoices for items not included within other contracts; and

(e) evidence that the costs for which the disbursement is requested have been incurred.

Solely with respect to the request for the final disbursement of proceeds of the Loan, the Participant shall submit to the Issuer (via the Department), in addition to items (a) through (e) above, a certification of completion and acceptance of the Project by the Participant or evidence of an acceptable settlement if the Project is subject to a dispute between the Participant and any contractor.

Disbursements shall be made in a timely fashion following the receipt of the information as set forth above. Unless otherwise agreed to in writing by the Issuer, funds shall be payable to the Participant via automated clearinghouse system transfer to the account specified by the Participant.

Section 4. Completion of Project. The Participant covenants and agrees (i) to exercise its best efforts in accordance with prudent water treatment utility practices to complete

the Project; and (ii) to provide from its own fiscal resources all monies, in excess of the total amount of Loan proceeds it receives under the Agreement, required to complete the Project.

Section 5. Repayment of Loan; Issuance of Revenue Bonds. The Participant's obligation to repay the Loan and interest thereon shall be evidenced by the Revenue Bond in the principal amount of the Loan, complying in all material respects with the Regulations and being in substantially the form set forth in the Resolution, which Resolution is attached hereto as Exhibit B. The Revenue Bond shall be delivered to the Issuer as the original purchaser and registered holder thereof at the closing of the Loan. The Revenue Bond shall be accompanied by a legal opinion of bond counsel, in form satisfactory to the Issuer, to evidence the legality, security position and tax-exempt status of interest on the Revenue Bond. The parties agree that a payment of principal of or interest on the Revenue Bond shall be deemed to be a payment of the same on the Loan and a payment of principal of or interest on the Loan shall be deemed to be a payment of the same on the Revenue Bond. Unless otherwise agreed to in writing by the Issuer, all payments of principal and interest due under the Loan shall be made via automated clearinghouse transfer, from an account specified by the Participant.

The Revenue Bond shall be dated the date of delivery to the Issuer, with interest and the Servicing Fee (together, the "Interest Rate" as set forth in Section 6 hereof) payable semiannually on June 1 and December 1 of each year (unless the resolution authorizing a previous series of outstanding bonds on a parity with the Revenue Bond requires interest to be paid on other interest payment dates, in which case such other dates shall apply) from the date of each disbursement of a part of the Loan from the Issuer to the Participant (which are initially expected to be on approximately the dates set forth on Exhibit A attached hereto and incorporated herein). The first repayment of principal of the Loan shall be due and payable not later than one year after substantial completion of the Project and payments of principal, interest and the Servicing Fee shall continue thereafter until the Loan is paid in full. Following the final disbursement of Loan proceeds to the Participant, Exhibit A shall be adjusted by the Issuer, with the approval of the Participant, based upon actual disbursements to the Participant under the Agreement. Such revised Exhibit A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace that initially attached hereto and to the Revenue Bond.

The Revenue Bond shall be subject to optional redemption by the Participant at a price of par plus accrued interest (i) on any date upon receipt of written consent by the Issuer, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any such optional redemption of the Revenue Bond by the Participant may be made from any funds regardless of source, in whole or from time to time in part, upon not less than thirty (30) days' notice of redemption by e-mail, facsimile, certified or registered mail to the Issuer (or any other registered owner of the Revenue Bond). The Revenue Bond is also subject to mandatory redemption in the event the costs of the Project are less than initially projected, in which case the amount of the Loan shall be reduced to an amount equal to the actual Project costs disbursed. The Participant and the Issuer agree that following such adjustment, the principal amount due under the Revenue Bond shall be automatically reduced to equal the principal amount of the adjusted Loan.

The Revenue Bond and the interest thereon and any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the

Resolution shall be payable solely and only from the Net Revenues (as defined in the Resolution) of the Water System of the Participant, a sufficient portion of which has been and shall be ordered set aside and pledged for such purpose under the provisions of the Resolution. Neither this Agreement nor the Revenue Bond is a general obligation of the Participant, and under no circumstance shall the Participant be in any manner liable by reason of the failure of the aforesaid Net Revenues to be sufficient to pay the Revenue Bond and the interest thereon or to otherwise discharge the Participant's obligation hereunder.

Section 6. Interest Rate, Initiation Fee and Servicing Fees. (a) The Participant agrees to pay to the Issuer, as additional consideration for the Loan, a loan initiation fee (the "Initiation Fee") equal to one-half of one percent (0.50%) of the amount of the Loan (but not to exceed $100,000.00) ($42,715), which shall be due and payable on the date of this Agreement. Unless the Issuer shall be otherwise notified by the Participant that the Participant intends to pay such Initiation Fee from other funds, and has received such other funds from the Participant on the date hereof, the Issuer shall be authorized to deduct the full amount of the Initiation Fee from the proceeds of the Loan being made hereunder, and such deduction by the Issuer shall be deemed to be an expenditure by the Participant of the Loan proceeds.

(b) The Participant agrees to pay a Loan servicing fee (the "Servicing Fee") to the Issuer in an amount equal to 0.25% per annum of the principal amount of the Loan outstanding. The Servicing Fee shall be paid as described in Section 5 and Section 6(c) hereof.

(c) The Loan shall bear interest at 1.75% per annum (the "Rate"). As described in Section 5, payments hereunder shall be calculated based on the Rate plus the Servicing Fee (such 2.00%, the "Interest Rate").

Section 7. Compliance with Applicable Laws, Performance Under Loan Agreement; Rates. The Participant covenants and agrees (i) to comply with all applicable State of Iowa and federal laws, rules and regulations (including but not limited to the Regulations), judicial decisions, and executive orders in the performance of the Agreement and in the financing, construction, operation, maintenance and use of the Project and the Water System; (ii) to maintain its Water System in good repair, working order and operating condition; (iii) to cooperate with the Issuer in the observance and performance of its respective duties, covenants, obligations and agreements under the Agreement; (iv) to comply with all terms and conditions of the Resolution; and (v) to establish, levy and collect rents, rates and other charges for the products and services provided by its Water System, which rents, rates and other charges shall be at least sufficient (A) to meet the operation and maintenance expenses of such Water System, (B) to produce and maintain Net Revenues at a level not less than 110% of the amount of principal and interest on the Revenue Bond and any other obligations secured by a pledge of the Net Revenues falling due in the same year, (C) to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond resolution, trust indenture or other security agreement, if any, relating to any bonds or other evidences of indebtedness issued or to be issued by the Participant, (D) to pay the debt service requirements on any bonds, notes or other evidences of indebtedness, whether now outstanding or incurred in the future, secured by such revenues or other receipts and issued to finance improvements to the Water System and to make any other payments required by the laws of the State of Iowa, (E) to generate funds sufficient to fulfill the terms of all other contracts and agreements made by the Participant, including, without

limitation, the Agreement and the Revenue Bond and (F) to pay all other amounts payable from or constituting a lien or charge on the operating revenues of its Water System.

Section 8. Exclusion of Interest from Gross Income. Unless otherwise agreed to by the Issuer in writing, the Participant covenants and agrees as follows:

(a) The Participant shall not take any action or omit to take any action which would result in a loss of the exclusion of the interest on the Bonds from gross income for federal income taxation as that status is governed by Section 103(a) of the Code.

(b) The Participant shall not take any action or omit to take any action, which action or omission would cause its Revenue Bond or the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless the Participant receives the prior written approval of the Issuer, the Participant shall not (A) permit any of the proceeds of the Bonds loaned to the Participant or the Project financed with such proceeds to be used, either directly or indirectly, in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, taking into account for this purpose all such use by persons other than governmental units on an aggregate basis, (B) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to make or finance loans to persons other than governmental units (as such term is used in Section 141(c) of the Code) or (C) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to acquire any "non-governmental output property" within the meaning of Section 141(d)(2) of the Code.

(c) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds or take any action or omit to take any action, which use or action or omission would (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(d) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to pay the principal of or interest on any issue of State or local governmental obligations ("refinancing of indebtedness") unless the Participant shall establish to the satisfaction of the Issuer that such refinancing of indebtedness will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes and the Participant delivers an opinion to such effect of bond counsel acceptable to the Issuer.

(e) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to reimburse the Participant for any portion of the cost of the Project unless such cost was paid or incurred by the Participant in anticipation of reimbursement from the proceeds of the Bonds or other State or local governmental borrowing in accordance with the Code, published rulings of the Internal Revenue Service and the Regulations.

(f) The Participant shall not use the proceeds of the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) in any manner which would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code or "hedge bonds" within the meaning of Section 149(g) of the Code.

(g) The Participant shall comply with all provisions of the Code relating to the rebate of any profits from arbitrage attributable to the Participant, and shall indemnify and hold the Issuer harmless therefrom.

Section 9. Insurance; Audits; Disposal of Property. The Participant covenants and agrees (a) to maintain insurance on, or to self-insure, the insurable portions of the Water System of a kind and in an amount which normally would be carried by private companies engaged in a similar type of business, (b) to keep proper books and accounts adapted to the Water System, showing the complete and correct entry of all transactions relating thereto, and to cause said books and accounts to be audited or examined by an independent auditor or the State Auditor (i) at such times and for such periods as may be required by the federal Single Audit Act of 1984, OMB Circular A-133 or State law, and (ii) at such other times and for such other periods as may be requested at any time and from time to time by the Issuer (which requests may require an audit to be performed for a period that would not otherwise be required to be audited under State law), and (c) unless the Participant has received a waiver and consent from the Issuer, it shall not sell, lease or in any manner dispose of the Water System, or any capital part thereof, including any and all extensions and additions which may be made thereto, until the Revenue Bond shall have been paid in full or otherwise discharged as provided in the Resolution; provided, however, that the Participant may dispose of any property which in the judgment of its governing body is no longer useful or profitable to use in connection with the operation of the Water System or essential to the continued operation thereof.

Section 10. Maintenance of Documents; Access. The Participant agrees to maintain its project accounts in accordance with generally accepted accounting principles ("GAAP") as issued by the Governmental Accounting Standards Board, including GAAP requirements relating to the reporting of infrastructure assets.

The Participant agrees to permit the Issuer or its duly authorized representative access to all files and documents relating to the Project for purposes of conducting audits and reviews in accordance with any of the Regulations.

Section 11. Continuing Disclosure. As a means of enabling the Issuer to comply with the "continuing disclosure" requirements set forth in Rule 15c2-12 (the "Rule") of the Securities and Exchange Commission, the Participant agrees, during the term of the Loan, but only upon written notification from the Issuer to the Participant that this Section 11 applies to such Participant for a particular fiscal year, to provide the Issuer with (i) the comprehensive audit report of the Participant, prepared and certified by an independent auditor or the State Auditor, or unaudited financial information if the audit is not available, not later than 180 days after the end of each fiscal year for which this section applies and (ii) such other information and operating data as the Issuer may reasonably request from time to time with respect to the Water System, the Project or the Participant.

The Participant hereby consents to the inclusion of all or any portion of the foregoing information and materials in a public filing made by the Issuer under the Rule. The Participant agrees to indemnify and hold harmless the Issuer, and its officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorney fees) which such indemnified party may incur by reason of or in connection with the disclosure of information permitted under this Section; provided that no such indemnification shall be required for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Issuer in the disclosure of such information.

Section 12. Events of Default. If any one or more of the following events occur, it is hereby defined as and declared to constitute an "Event of Default" under this Agreement:

(a) Failure by the Participant to pay, or cause to be paid, any Loan repayment (including the Servicing Fee) required to be paid under this Agreement when due, which failure shall continue for a period of fifteen (15) days.

(b) Failure by the Participant to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Participant (other than the Loan and the Revenue Bond), the payment of which are secured by operating revenues of the Water System.

(c) Failure by the Participant to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under the Agreement or the Resolution, other than the obligation to make Loan repayments, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Participant by the Issuer, unless the Issuer shall agree in writing to an extension of such time prior to its expiration or the failure stated in such notice is correctable but cannot be corrected in the applicable period, in which case the Issuer may not unreasonably withhold its consent to an extension of such time up to one hundred twenty (120) days from the delivery of the written notice referred to above if corrective action is commenced by the Participant within the applicable period and diligently pursued until the Event of Default is corrected.

Section 13. Remedies on Default. Whenever an Event of Default shall have occurred and be continuing, the Issuer shall have the right to take any action authorized under the Regulations, the Revenue Bond or this Agreement and to take whatever other action at law or equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under the Agreement or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Participant under the Agreement or the Resolution.

Section 14. Amendments. This Agreement may not be amended, supplemented or modified except by a writing executed by all of the parties hereto.

Section 15. Termination. The Participant understands and agrees that the Loan may be terminated at the option of the Issuer if construction of the Project has not commenced within one year of the date of execution of this Agreement, all as set forth in the Regulations.

Section 16. Rule of Construction. This Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of that statute.

In the event of any inconsistency or conflict between the terms and conditions of the Revenue Bond and this Agreement or the Regulations, the parties acknowledge and agree that the terms of this Agreement or the Regulations, as the case may be, shall take precedence over any such terms of the Revenue Bond and shall be controlling, and that the payment of principal and interest on the Loan shall at all times conform to the schedule set forth on Exhibit A, as adjusted, and the Regulations.

Section 17. Federal Requirements. The Participant agrees to comply with all applicable federal requirements including, but not limited to, Davis-Bacon wage requirements and the requirements relating to the use of American iron and steel products.

Section 18. Application of Uniform Electronic Transactions Act.

The Issuer and the Participant agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams, City Clerk

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: _____
Its:

EXHIBIT A

ESTIMATED DISBURSEMENTS AND DEBT SERVICE REPAYMENT SCHEDULE

EXHIBIT B

AUTHORIZATION/ISSUANCE RESOLUTION OF PARTICIPANT

RESOLUTION NO. 10-0723 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 10th day of October 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

September 29, 2023

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

001-640-6411

Invoice: 319708
Client: 176170
Matter: 0101
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through August 31, 2023

RE: City Of Grimes - General

Total Professional Services	$ 11,538.50
Total Costs	$ .00
TOTAL CURRENT INVOICE	**$ 11,538.50**

WHITFIELD & EDDY LAW

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

September 29, 2023

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

379-210-6411

Invoice: 319706
Client: 176170
Matter: 0006
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through August 31, 2023

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

Total Professional Services	$ 312.00
Total Costs	$ .00
TOTAL CURRENT INVOICE	**$ 312.00**

WHITFIELD & EDDY LAW

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

September 29, 2023

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

381-810-6411

Invoice: 319705
Client: 176170
Matter: 0005
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through August 31, 2023

RE: EBH Inc., et al. - County Line Road Water Main Project

Total Professional Services	$ 1,222.00
Total Costs	$ 2,500.00
TOTAL CURRENT INVOICE	**$ 3,722.00**

WHITFIELD & EDDY LAW

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

September 29, 2023

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

001-640-6411

Invoice: 319704
Client: 176170
Matter: 0003
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through August 31, 2023

RE: Graystone Companies, LLC

Total Professional Services	$ 916.50
Total Costs	$ .00
TOTAL CURRENT INVOICE	**$ 916.50**

WHITFIELD & EDDY LAW

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

September 29, 2023

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

336-815-6740

Invoice: 319709
Client: 176170
Matter: 0878
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through August 31, 2023

RE: Norfolk Southern Railway Company-Condemnation

Total Professional Services	$ 564.00
Total Costs	$ .00
TOTAL CURRENT INVOICE	**$ 564.00**

WHITFIELD & EDDY LAW

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

September 29, 2023

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

001-150-6411

Invoice:	319707
Client:	176170
Matter:	0009
Billing Attorney:	TIH

INVOICE SUMMARY

For Professional Services Rendered through August 31, 2023

RE: Firefighters Union Matters

Total Professional Services	$ 7,120.50
Total Costs	$ .00
TOTAL CURRENT INVOICE	**$ 7,120.50**

chad@christensendevelopment.com

Invoice Total $5,280.00

Chad Rasmussen
Christensen Development
506 3rd Street Suite 300
Des Moines, IA 50309

September 30, 2023
Invoice No: 19004284.01 - 1
Project #:
PO #:
Contract #:
Work Order #:

Project 19004284.01 Christensen Development / Des Moines , IA / Grimes Public Library Cx
Fixed Fee $22,400 Including Expenses

Professional Services from August 01, 2023 to September 30, 2023

Fee

Phase	Fee	%	Fee Earned	Previous Billing	Current Billing
CX - Construction	10,560.00	50.00	5,280.00	0.00	5,280.00
CX - Testing	6,720.00	0.00	0.00	0.00	0.00
CX - Occupancy	5,120.00	0.00	0.00	0.00	0.00
Total Fee	22,400.00		5,280.00	0.00	5,280.00
		Total Fee			**5,280.00**
				Total this Invoice	**$5,280.00**

Please direct any questions to accountsreceivable@imegcorp.com. If you would like to pay your invoice by credit card, please click on the hyperlink below. Please note, this is available for US clients only. You may also find a 'Pay Now' button on our website at imegcorp.com.

Click here to Pay via credit card.

** For payments by check, please reference invoice number on remittance stub and mail to:
IMEG
623 26th Avenue
Rock Island, IL 61201

NOTICE TO U.S. CUSTOMERS PAYING WITH CREDIT CARD:

Effective October 1, 2023, IMEG imposes a surcharge of 3% when paying with a credit card, which is not greater than our cost of acceptance. The adjustment will appear on your receipt. We do not surcharge debit cards. Any payments made with a debit card, check/cash, or ACH will not include a surcharge.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title: Grimes Existing Basins Enhancements
Contractor: Nilles Associates, Inc.
Address: 1933 SW Magazine Road, Ankeny, IA 50023
Finance Budget Code: 740-865-6407 **Finance Project #**
Vendor Project or Invoice #: 20132.10 **PO #**
Original Contract Date: July 14, 2020 **Vendor #** 3129

Date of Council Meeting: October 10, 2023 **PAYMENT REQUEST #** 10

PAYMENT PERIOD: From: July 1, 2023 Through: August 31, 2023

Contract Summary

Original Contract Amount:	$ 22,400.00		
Net change by Change Orders:	$ 21,790.00		
Contract Amount to Date: (line 1 ± 2)		$ 44,190.00	
Total completed and stored to date:	$ 41,690.00		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 41,690.00	
Less previous applications for payment:		$ 39,190.00	
SUBTOTAL			$ 2,500.00
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 2,500.00
Balance to finish, including retainage:		$ 2,500.00	
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: Nilles Associates, Inc. (Firm Name)

Signature 9/11/2023 (Date)

Engineer / Consultant Approval: (Firm Name)

Signature (Date)

City of Grimes Staff Approval:

Signature 10-4-23 (Date)

City of Grimes Council Approval: Council 10-10-23

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: 9/11/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 11, 2021	$ 10,150.00
2	June 22, 2021	$ 3,500.00
3	September 14, 2021	$ 5,540.00
4	November 9, 2021	$ 2,500.00
5	February 22, 2022	$ 2,500.00
6	August 23, 2022	$ 5,000.00
7	December 27, 2022	$ 5,000.00
8	June 13, 2023	$ 2,500.00
9	August 8, 2023	$ 2,500.00
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Previous Applications for Payment

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TOTAL **$ 39,190.00**

Record of Change Orders

No.	Date	Amount
1	June 8, 2021	$ 6,790.00
2	September 13, 2022	$ 15,000.00
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TOTAL **$ 21,790.00**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	JUL. 14, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Date Printed: 9/11/2023

CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE
ARCHITECTURE

NILLES ASSOCIATES

1933 SW Magazine Road
Ankeny, IA 50023
(515) 965-0123 office / (515) 965-3322 fax
nillesinc.com

INVOICE

City of Grimes, Iowa
Attn.: Matt Ahrens
410 SE Main Street, Suite 102
Grimes, IA 50111

Invoice Date: 9/10/2023
Billing Period: 07/01/23-08/31/23

Invoice No: 20132.10
Project No: 20132

Project: Grimes Existing Basins Enhancements

						Current
Lump Sum Services:						
2023 Quarter 3	$2,500.00	@	100%	Complete	$2,500.00	
				Subtotal:	$2,500.00	**$2,500.00**

Total Due this Invoice: **$2,500.00**

Thank You for Your Business

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title:	Water Works Park Splash Pad		
Contractor:	ISG		
Address:	115 East Hickory St, Suite 300 Mankato, MN 56001		
Finance Budget Code:	348-430-6407	***Finance Project #***	-
Vendor Project or Invoice #:	86868	***PO #***	-
Original Contract Date:	September 14, 2021	***Vendor #***	4025

Date of Council Meeting: October 10,2023 **PAYMENT REQUEST #** 19

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

Contract Summary

Original Contract Amount:	$ 211,600.00			
Net change by Change Orders:	$ 185,000.00			
Contract Amount to Date: (line 1 ± 2)		$ 396,600.00		
Total completed and stored to date:	$ 396,600.00			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 396,600.00		
Less previous applications for payment:		$ 390,481.02		
SUBTOTAL			$	6,118.98
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	6,118.98
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: ISG
Firm Name

Bill Bartz — Signature
October 10, 2023 — Date

Engineer / Consultant Approval:
Firm Name

Signature — Date

City of Grimes Staff Approval:
Signature — 10-4-23 Date

City of Grimes Council Approval:
Council 10-10-23 — 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: 10/2/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 26, 2021	$ 2,500.00
2	November 23, 2021	$ 12,500.00
3	December 14, 2021	$ 26,526.00
4	January 25, 2022	$ 45,622.00
5	February 22, 2022	$ 33,535.49
6	March 22, 2022	$ 72,000.00
7	May 10, 2022	$ 16,116.51
8	June 28, 2022	$ 2,800.00
9	July 26, 2022	$ 12,457.95
10	August 23, 2022	$ 30,382.92
11	September 27, 2022	$ 40,898.26
12	October 25, 2022	$4,879.38
13	November 22, 2022	$ 14,434.50
14	December 27, 2022	$ 8,524.29
15	February 14, 2023	$ 12,354.54
16	February 28, 2023	$ 6,992.50
17	March 28, 2023	$ 4,275.00
18	June 13, 2023	$ 43,681.68
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Previous Applications for Payment

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TOTAL **$ 390,481.02**

Record of Change Orders

No.	Date	Amount
1	April 26, 2022	$ 185,000.00
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TOTAL **$ 185,000.00**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	September 14, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Date Printed: 10/2/2023

I & S Group, Inc.
115 E. Hickory St.
Suite 300
Mankato, MN 56001
507-387-6651
www.ISGInc.com

City of Grimes, IA
EMAIL
410 SE Main St, Suite 102
Grimes, IA 50111

Invoice Number 93795
Date 05/31/2023

Project 21-25768 Grimes Water Works Park Improvements - Grimes, IA

Progress billing for professional services provided through date of invoice

Water Works Park Splash Pad
Finance Budget Code – 348-430-6407
Vendor # - 4025

INCLUDE PAY APP

Description	Contract Amount	Prior Billed	Current Billed
Survey	**$9,300.00**	**$9,300.00**	
Geotechnical Coordination	**$3,500.00**	**$3,500.00**	
Design Development	**$57,500.00**	**$57,500.00**	
Construction Documents	**$135,000.00**	**$135,000.00**	
Bidding	**$6,300.00**	**$6,300.00**	
Construction Administration	**$65,000.00**	**$65,000.00**	
Construction Survey	**$35,000.00**	**$35,000.00**	
Construction Observation	**$85,000.00**	**$78,881.02**	**$6,118.98**
Reimbursables			
	$396,600.00	$390,481.02	$6,118.98

Invoice Amount **$6,118.98**

I & S Group, Inc.
115 E. Hickory St.
Suite 300
Mankato, MN 56001
507-387-6651
www.ISGInc.com

Payment Terms: Net 30 days from invoice date. Past due balances are subject to late fees in the amount of 1.5% per month.
If you have a question regarding your invoice or are interested in receiving invoices electronically, please e-mail AR@ISGInc.com

Automated Clearing House (ACH) Instructions

Account Name: I&S Group, Inc.
ABA/Routing Number: 073000642
Account Number: 2348642289
Send Remittance to: AR@ISGinc.com

Aging Summary

Invoice Number	Invoice Date	0 - 30	31 - 60	61-90	Over 90	Balance
91497	3/31/2023	$0.00	$0.00	$21,530.34	$0.00	$21,530.34
92419	4/30/2023	$0.00	$22,151.34	$0.00	$0.00	$22,151.34
93795	5/31/2023	$6,118.98				$6,118.98
Total Outstanding		$6,118.98	$22,151.34	$21,530.34	$0.00	$49,800.66

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: October 10, 2023 **PAYMENT REQUEST #** 6

PAYMENT PERIOD: From: August 1, 2023 Through: August 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:	$ 131,795.65			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 131,795.65		
Less previous applications for payment:		$ 121,220.90		
SUBTOTAL			$	10,574.75
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	10,574.75
Balance to finish, including retainage:		$ 33,604.35		
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 — 10/3/2023 Date

Engineer / Consultant Approval:
Firm Name

Signature — Date

City of Grimes Staff Approval:
Signature — 10-4-23 Date

City of Grimes Council Approval:
Council 10-10-23
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: 10/2/2023

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	July 11, 2023	$ 32,135.65
4	August 8, 2023	$ 45,112.50
5	September 12, 2023	$ 12,758.00
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Previous Applications for Payment

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TOTAL **$ 121,220.90**

Record of Change Orders

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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:	-

Date Printed: 10/2/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

September 30, 2023

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

Invoice No: 123.0366.01 - 6

Finance Budget Code 371-210-6407

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

Professional Services through August 31, 2023

	Hours	Rate	Amount	
Principal Engineer I	1.00	230.00	230.00	
Land Surveyor VIII	1.25	192.00	240.00	
Engineer VIII	19.50	192.00	3,744.00	
Engineer V	23.50	161.00	3,783.50	
Engineer I	12.25	109.00	1,335.25	
Technician VI	11.50	108.00	1,242.00	
Total Services	69.00		10,574.75	
Total Services				**10,574.75**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	10,574.75	121,220.90	131,795.65	
Limit			165,400.00	
Remaining			33,604.35	
				$10,574.75

Amount Due this Invoice **$10,574.75**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

REMIT TO: **SNYDER & ASSOCIATES, INC.**
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title: 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: October 10, 2023 **PAYMENT REQUEST #** 12
PAYMENT PERIOD: From: August 1, 2023 Through: August 31, 2023

Contract Summary

Original Contract Amount:	$ 298,400.00			
Net change by Change Orders:	$ 101,300.00			
Contract Amount to Date: (line 1 ± 2)		$ 399,700.00		
Total completed and stored to date:	$ 239,092.26			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 239,092.26		
Less previous applications for payment:		$ 210,219.76		
SUBTOTAL			$	28,872.50
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	28,872.50
Balance to finish, including retainage:		$ 160,607.74		
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 10/3/2023
Date

Engineer / Consultant Approval:
Firm Name

Signature Date

City of Grimes Staff Approval: Matt Ahrens
Signature 10-4-23
Date

City of Grimes Council Approval:
Council 10-10-23
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: 10/2/2023

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	July 11, 2023	$ 7,638.28
10	August 8, 2023	$ 25,843.85
11	September 12, 2023	$ 19,746.38
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Previous Applications for Payment

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TOTAL **$ 210,219.76**

Record of Change Orders

No.	Date	Amount
1	July 26, 2023	$ 101,300.00
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TOTAL **$ 101,300.00**

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: 10/2/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

September 30, 2023

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

Invoice No: 122.1329.01 - 12

Finance Budget Code 375-210-6407

Email mahrens@grimesiowa.gov

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

Professional Services through August 31, 2023

Basic Services

	Hours	Rate	Amount	
Principal Engineer I	1.00	217.00	217.00	
Engineer VIII	20.00	181.00	3,620.00	
Engineer I	73.75	103.00	7,596.25	
Technician III	155.00	75.00	11,625.00	
Technician II	83.75	69.00	5,778.75	
Administrative II	.50	71.00	35.50	
Total Services	334.00		28,872.50	
Total Services				**28,872.50**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	28,872.50	210,219.76	239,092.26	
Limit			399,700.00	
Remaining			160,607.74	
		Phase Subtotal		**$28,872.50**

Amount Due this Invoice **$28,872.50**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title: 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: October 10, 2023 **PAYMENT REQUEST #** 58

PAYMENT PERIOD: From: August 20, 2023 Through: September 16, 2023

Contract Summary

Original Contract Amount:	$ 882,000.00		
Net change by Change Orders:	$ 932,900.00		
Contract Amount to Date: (line 1 ± 2)		$ 1,814,900.00	
Total completed and stored to date:	$ 1,650,744.99		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 1,650,744.99	
Less previous applications for payment:		$ 1,617,106.52	
SUBTOTAL			$ 33,638.47
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 33,638.47
Balance to finish, including retainage:		$ 164,155.01	
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 September 27, 2023

City of Grimes Staff Approval:

Signature Date 10-4-23

City of Grimes Council Approval: Council 10-10-23

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: 9/26/2023

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	July 11, 2023	$ 25,031.74
56	August 8, 2023	$ 80,667.76
57	September 26, 2023	$ 63,438.76
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TOTAL **$ 1,617,106.52**

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	July 25, 2023	$ 306,900.00
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TOTAL **$ 932,900.00**

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: 9/26/2023

VEENSTRA & KIMM INC.

STATEMENT OF PROFESSIONAL SERVICES

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

September 22, 2023
Project No: 128108
Invoice No: 21

Project Manager H. Veenstra

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

Professional Services from August 20, 2023 to September 16, 2023

Professional Personnel

	Hours	Rate	Amount	
Clerical II	7.00	80.00	560.00	
Clerical III	3.00	70.00	210.00	
Process Engineer I	4.00	235.00	940.00	
Engineer I-B	1.00	201.00	201.00	
Engineer III-A	1.00	160.00	160.00	
Drafter II	1.00	109.00	109.00	
Construction Engineer II	108.50	127.00	13,779.50	
Technician I	17.00	110.00	1,870.00	
Technician III	157.00	91.00	14,287.00	
Totals	299.50		32,116.50	
Total Labor				**32,116.50**

Unit Billing

Mileage	67.47	
Mileage	992.98	
Mileage	39.30	
Mileage	29.48	
GPS/Total Station	245.00	
GPS/Total Station	140.00	
Duplication	7.74	
Total Units	**1,521.97**	**1,521.97**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	33,638.47	1,044,106.52	1,077,744.99
Limit			1,206,900.00
Remaining			129,155.01

Total this Invoice **$33,638.47**

Billings to Date

	Current	Prior	Total
Labor	32,116.50	983,426.00	1,015,542.50
Expense	0.00	6,771.87	6,771.87

Project	128108	WRA Connector - Phase 2 - CS			Invoice	21
Unit		1,521.97	53,908.65	55,430.62		
Totals		**33,638.47**	**1,044,106.52**	**1,077,744.99**		

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: October 10, 2023 **PAYMENT REQUEST #** 9
PAYMENT PERIOD: From: July 1, 2023 Through: August 31, 2023

Contract Summary

Original Contract Amount:	$ 124,200.00			
Net change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 124,200.00		
Total completed and stored to date:	$ 121,110.52			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 121,110.52		
Less previous applications for payment:		$ 118,984.17		
SUBTOTAL			$	2,126.35
OTHER CHARGES (Attach an itemized list)				
CURRENT PAYMENT DUE			$	2,126.35
Balance to finish, including retainage:		$ 3,089.48		
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

John C. Dohm 10/2/2023

Signature Date

City of Grimes Staff Approval: Matt Ahrens 10-4-23

Signature Date

City of Grimes Council Approval:

Council 10-10-23

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: 10/2/2023

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	July 25, 2023	$ 13,727.50
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Previous Applications for Payment

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TOTAL **$ 118,984.17**

Record of Change Orders

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TOTAL **$ -**

Contract Time Remaining

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

Date Printed: 10/2/2023

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

September 28, 2023
Project No: 0022G009.00
Invoice No: 86199

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

Invoice Total USD 2,126.35

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

Professional Services through August 31, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager II	4.00	202.00	808.00	
Project Engineer II	6.00	166.00	996.00	
Technician I	1.00	85.00	85.00	
Project Administrator II	1.00	102.00	102.00	
Totals	12.00		1,991.00	
Total Labor				**1,991.00**

Expenses **135.35**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	2,126.35	118,984.17	121,110.52
Limit			124,200.00
Remaining			3,089.48

Total This Invoice **USD 2,126.35**

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: October 10, 2023 **PAYMENT REQUEST #** 10

PAYMENT PERIOD: From: 08/27/2023 Through: 09/23/2023

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:	$ 133,218.60		
Retainage: 0 % of Completed Work:			
Total Earned less Retainage:		$ 133,218.60	
Less previous applications for payment:		$ 126,015.00	
SUBTOTAL			$ 7,203.60
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 7,203.60
Balance to finish, including retainage:		$ 25,061.40	
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 9/29/2023

Date

City of Grimes Staff Approval:

Signature 10-4-23

Date

City of Grimes Council Approval:

Council 10-10-23

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: 9/27/2023

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	July 11, 2023	$ 3,283.20
8	August 8, 2023	$ 5,129.20
9	September 12, 2023	$ 10,205.10
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Previous Applications for Payment

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TOTAL **$ 126,015.00**

Record of Change Orders

No.	Date	Amount
1	April 25, 2023	$ 62,280.00
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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: 9/27/2023

MSA™

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

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

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

September 28, 2023
Invoice No: R09410016.0 - 5

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

AMOUNT DUE THIS INVOICE: $7,203.60

Project R09410016.0 Grimes IA Trail Ridge Reconstruction CRS
EMAIL INVOICES: Nichole Sungren nsungren@msa-ps.com
Professional Services from August 27, 2023 to September 23, 2023

Phase 01 Lump Sum

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Construction Admin	29,810.00	62.00	18,482.20	14,905.00	3,577.20
Construction Staking	30,220.00	62.00	18,736.40	15,110.00	3,626.40
Post Construction	2,250.00	0.00	0.00	0.00	0.00
Total Fee	62,280.00		37,218.60	30,015.00	7,203.60

Total Fee 7,203.60

Total this Phase $7,203.60

AMOUNT DUE THIS INVOICE: $7,203.60

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:	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: October 10, 2023 **PAYMENT REQUEST #** 6

PAYMENT PERIOD: From: June 1, 2023 Through: August 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:	$ 86,092.31		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 86,092.31	
Less previous applications for payment:		$ 83,929.31	
SUBTOTAL			$ 2,163.00
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 2,163.00
Balance to finish, including retainage:		$ 9,207.69	
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 — 10/3/2023 Date

Engineer / Consultant Approval:
Firm Name

Signature — Date

City of Grimes Staff Approval:
Signature — 10-4-23 Date

City of Grimes Council Approval:
Council 10-10-23
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: 10/2/2023

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	July 11, 2023	$ 12,329.31
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Previous Applications for Payment

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TOTAL **$ 83,929.31**

Record of Change Orders

No.	Date	Amount
1	April 25, 2023	$ 23,700.00
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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: 10/2/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

September 30, 2023

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

Invoice No: 122.1545.01 - 6

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

Professional Services through August 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**	
Engineer VIII	4.50	192.00	864.00	
Project Manager VI	3.00	173.00	519.00	
Technician VI	.50	108.00	54.00	
Total Services	8.00		1,437.00	
Total Services				**1,437.00**
Plan Distribution			726.00	
Total Expenses				**726.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	2,163.00	12,329.31	14,492.31	
Limit			23,700.00	
Remaining			9,207.69	
		Phase Subtotal		**$2,163.00**

Amount Due this Invoice **$2,163.00**

	Total	**Prior**	**Current**
Billings to Date	**86,092.31**	**83,929.31**	**2,163.00**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title: 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 #: 319027 ***PO #***
Original Contract Date: October 22, 2019 ***Vendor #*** 2820

Date of Council Meeting: October 10, 2023 **PAYMENT REQUEST #** 41
PAYMENT PERIOD: From: July 1, 2023 Through: July 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:	$ 353,819.30			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 353,819.30		
Less previous applications for payment:		$ 351,803.30		
SUBTOTAL			$	2,016.00
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	2,016.00
Balance to finish, including retainage:		$ 106,375.70		
Contract Time Remaining (If applicable)	- Working Days			

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Bolton & Menk, Inc.

Firm Name

Signature 9/21/23

Date

City of Grimes Staff Approval:

Signature 10-3-23

Date

City of Grimes Council Approval: Council 10-10-23

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: 9/21/2023

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	July 25, 2023	$ 1,841.00	315014
40	August 22, 2023	$ 4,487.50	317200
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TOTAL **$ 351,803.30**

Record of Change Orders

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

Contract Time Remaining

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

Date Printed: 9/21/2023

INVOICE

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

August 29, 2023
Project No: A13.120005
Invoice No: 0319027
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		12.00	2,016.00	
	Totals	12.00	2,016.00	
	Total Labor			**2,016.00**
			Total this Task	**$2,016.00**
			Total this Invoice	**$2,016.00**

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.

Notice: A Finance charge of 1.5% per month (annual percentage of 18%) is charged on balances 30 days or over.

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: October 10, 2023 **PAYMENT REQUEST #** 5

PAYMENT PERIOD: From: July 1, 2023 Through: August 31, 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:	$ 20,229.40		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 20,229.40	
Less previous applications for payment:		$ 18,888.40	
SUBTOTAL			$ 1,341.00
OTHER CHARGES (Attach an itemized list)			
CURRENT PAYMENT DUE			$ 1,341.00
Balance to finish, including retainage:		$ 2,070.60	
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

Signature 10/2/2023

Date

City of Grimes Staff Approval:

Signature 10-4-23

Date

City of Grimes Council Approval:

Council 10-10-23

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: 10/2/2023

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	July 25, 2023	$ 3,008.40
5	October 10, 2023	
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 18,888.40**

Record of Change Orders

No.	Date	Amount
1	April 23, 2023	$ 4,500.00
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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: 10/2/2023

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

August 29, 2023
Project No: 0022G040.01
Invoice No: 85675

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

Invoice Total USD 509.00

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

Professional Services through July 31, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager III	2.00	216.00	432.00	
Project Engineer I	.50	154.00	77.00	
Totals	2.50		509.00	
Total Labor				**509.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	509.00	18,888.40	19,397.40	
Limit			22,300.00	
Remaining			2,902.60	
		Total This Invoice		**USD 509.00**

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

September 11, 2023
Project No: 0022G040.01
Invoice No: 85860

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

Invoice Total USD 832.00

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

Professional Services through August 31, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager III	1.00	216.00	216.00	
Project Engineer I	4.00	154.00	616.00	
Totals	5.00		832.00	
Total Labor				**832.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	832.00	19,397.40	20,229.40
Limit			22,300.00
Remaining			2,070.60

Total This Invoice USD 832.00

C-O C-M

SVPA ARCHITECTS

www.svpa-architects.com
Phone 515.327.5990

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

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

20235211

367.470.6490

October 2, 2023
Project No: 22038.00
Invoice No: 0038962

PAID

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

Professional Services from August 28, 2023 to September 24, 2023

Phase 03 Schematic Design

Fee

Billing Phase	Fee	Percent Complete	Earned
Schematic Design	33,750.00	100.00	33,750.00
Design Development	33,750.00	100.00	33,750.00
Construction Documents	101,250.00	100.00	101,250.00
Bidding/Negotiation	11,250.00	100.00	11,250.00
Construction Administration	45,000.00	50.00	22,500.00
Amendment #1	16,500.00	80.00	13,200.00
Total Fee	241,500.00		215,700.00
		Previous Fee Billing	205,425.00
		Current Fee Billing	10,275.00

Total Fee	**10,275.00**
Total this Phase	**$10,275.00**
Total this Invoice	**$10,275.00**

Billings to Date

	Current	Prior	Total
Fee	10,275.00	205,425.00	215,700.00
Expense	0.00	8,434.72	8,434.72
Unit	0.00	30.52	30.52
Totals	**10,275.00**	**213,890.24**	**224,165.24**

Project	22038.00	GrimesPlex - Grimes, IA	Invoice	0038962

Authorized By:

Thad Long

RESOLUTION NO. 10-0723 APPROVING CAPITAL PROJECT PAYMENT 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 10th Day of October 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: October 10, 2023 **PAYMENT REQUEST #** 19
PAYMENT PERIOD: From: September 1, 2023 Through: September 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:	$ 7,689,576.27		
Retainage: 5 % of Completed Work:	$ 384,478.81		
Total Earned less Retainage:		$ 7,305,097.46	
Less previous applications for payment:		$ 7,075,174.96	
SUBTOTAL			$ 229,922.50
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 229,922.50
Balance to finish, including retainage:		$ 781,419.87	
Contract Time Remaining (If applicable)	(30.00) Working Days		

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

Construction Contractor Approval: Shank Constructors, Inc. (Firm Name)
Signature — Date: 10/2/2023

Engineer / Consultant Approval: Veenstra & Kimm,Inc. (Firm Name)
Signature — Date: 10-2-2023

City of Grimes Staff Approval:
Signature — Date: 10-4-23

City of Grimes Council Approval: Council 10-10-23
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: 9/29/2023

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	95%	$ 518,700.00	5%	95.00%
5	Site Utilities	LS	1.00		1.00	$ 1,104,000.00	$ 1,104,000.00	98%	$ 1,081,920.00	2%	98.00%
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	100%	$ 1,388,210.00	0%	100.00%
8	Precast Materials	LS	1.00		1.00	$207,500.00	$ 207,500.00	100%	$ 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%	$ 3,000.00	0%	100.00%
11	Roofing	LS	1.00		1.00	$40,200.00	$ 40,200.00	90%	$ 36,180.00	10%	90.00%
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	95%	$ 17,337.50	5%	95.00%
14	Coiling Door	LS	1.00		1.00	$23,500.00	$ 23,500.00	100%	$ 23,500.00	0%	100.00%
15	Painting	LS	1.00		1.00	$25,000.00	$ 25,000.00	95%	$ 23,750.00	5%	95.00%
16	Specialties	LS	1.00		1.00	$ 1,800.00	$ 1,800.00	50%	$ 900.00	50%	50.00%
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%	$ 58,000.00	0%	100.00%
22	Plumbing	LS	1.00		1.00	$12,000.00	$ 12,000.00	100%	$ 12,000.00	0%	100.00%
23	HVAC	LS	1.00		1.00	$329,460.00	$ 329,460.00	91%	$ 299,808.60	9%	91.00%
24	Electrical	LS	1.00		1.00	$985,097.00	$ 985,097.00	72%	$ 709,269.84	28%	72.00%
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%
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69					-		$ -		$ -	-	0.00%
70					-		$ -		$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $ 8,086,517.33 $ 7,689,576.27 95.09%

Date printed: 9/29/2023

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	July 11, 2023	$ 474,905.50
17	August 8, 2023	$ 86,604.00
18	September 12, 2023	$ 498,311.44
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 7,075,174.96**

Record of Change Orders

No.	Date	Amount
1	December 13, 2022	$ 2,493.33
2	April 11, 2023	$ 15,924.00
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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:	613.00
Contract Time Remaining:	**(30.00)**

Date Printed: 9/29/2023

REQUEST FOR PAYMENT

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

From: Edge Commercial, LLC
3155 SE Miehe Dr, Ste 2
Grimes, IA 50111

Contract For:

Project: S-14121-23
GrimesPlex Buildings

Architect:
Architect
ArchAddr1
ArchAddr2

Invoice: 141232302
Draw: 141232300002
Invoice date: 8/31/2023
Period ending date: 8/31/2023
Contract date:

Request for payment:

Original contract amount	$4,538,000.00	
Approved changes	$140,169.00	
Revised contract amount		$4,678,169.00
Contract completed to date		$538,627.26
Add-ons to date	$0.00	
Taxes to date	$0.00	
Less retainage	$26,931.37	
Total completed less retainage		$511,695.89
Less previous requests	$330,560.19	
Current request for payment		$181,135.70
Current billing		$190,669.16
Current additional charges	$0.00	
Current tax	$0.00	
Less current retainage	$9,533.46	
Current amount due		$181,135.70
Remaining contract to bill	$4,166,473.11	

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

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

CONTRACTOR:

By: _____ Date: 8/31/23

State Of Iowa

County Of Polk

Subscribed and sworn to before me this 31st day of August 2023.

JOLENE JUNGLING
Commission Number 757986
My Commission Expires
July 20, 2024

Notary Public: _____

My commission expires: 7.20.24

Architect's Certificate for Payment

In accordance with the contract documents , based on on-site observations and the data comprising this application , the Architect certifies to the Owner that to the best of Architect's knowledge, information and belief the Work has progressed as indidicated, 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..... $ 181,135.70

(Attach explanation if amount certified differs from the amount applied for . Initial all figures on this Application and on the Continuation sheet that are change to confirm the AMOUNT CERTIFIED)

Architect: By: _____ Date: 10.02.2023

This Certificate is not negotiable . The AMOUNT CERTIFIED is payable on 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 .

Finance Budget Code = 367-470-6499
Vendor # = 1334
MSA - 10-3-23

REQUEST FOR PAYMENT DETAIL

Project: S-14121-23 / GrimesPlex Buildings Invoice: 141232302 Draw: 141232300002 Period Ending Date: 8/31/2023

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
1	General Conditions/Manageme	226,900.00	17,017.50	9,076.00		26,093.50	11.50	200,806.50	1,304.68
2	Footings N & S Concession	218,800.00	218,800.00			218,800.00	100.00		10,940.00
3	Footings Maintenance Building	70,477.00		70,477.00		70,477.00	100.00		3,523.85
4	Footings N & S Trash Enclosur	28,700.00		28,700.00		28,700.00	100.00		1,435.00
5	Slab on Grade N & S Concessi	33,500.00						33,500.00	
6	Slab on Grade Maintenace	28,500.00						28,500.00	
7	PCC Shared Use Path	106,200.00						106,200.00	
8	Masonry Concession Labor	290,000.00		14,500.00		14,500.00	5.00	275,500.00	725.00
9	Masonry Concession Material	219,200.00		21,920.00		21,920.00	10.00	197,280.00	1,096.00
10	Masonry Maintenance Labor	86,000.00						86,000.00	
11	Masonry Maintenance Material	79,500.00						79,500.00	
12	Masonry Trash Encl/Monument	18,220.00						18,220.00	
13	Masonry Trash Encl/Monument	29,000.00						29,000.00	
14	Masonry Cast Stone	32,000.00						32,000.00	
15	Masonry Reinforcing Materials	12,125.00						12,125.00	
16	Structural Steel Materials	76,000.00						76,000.00	
17	Structural Steel Labor	8,000.00						8,000.00	
18	Wood Framing Materials	94,996.00						94,996.00	
19	Wood Framing Labor	26,300.00						26,300.00	
20	Trex Composite Material/Labor	7,100.00						7,100.00	
21	Glue Laminated Beam Material	106,413.00						106,413.00	
22	Glue Laminated Beam Labor	14,100.00						14,100.00	
23	CLT Decking Materials	138,000.00						138,000.00	
24	CLT Decking Labor	18,000.00						18,000.00	
25	Architectural Millwork Mat'ls	47,045.00						47,045.00	
26	Architectural Millwork Labor	19,500.00						19,500.00	
27	Air Barrier/Joint Sealant Labr	45,175.00						45,175.00	
28	Air Barrier/Joint Sealant Matl	26,255.00						26,255.00	
29	Standing Seam Roof Materials	43,602.00						43,602.00	
30	Standing Seam Roof Labor	49,731.00						49,731.00	

REQUEST FOR PAYMENT DETAIL

Project: S-14121-23 / GrimesPlex Buildings Invoice: 141232302 Draw: 141232300002 Period Ending Date: 8/31/2023

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
31	Metal Soffit Panel Materials	4,596.00						4,596.00	
32	Metal Soffit Panel Labor	7,972.00						7,972.00	
33	Sheet Metal Flashing Materials	19,100.00						19,100.00	
34	Sheet Metal Flashing Labor	11,397.00						11,397.00	
35	Membrane Roofing Materials	63,650.00						63,650.00	
36	Membrane Roofing Labor	26,806.00						26,806.00	
37	Hollow Metal Doors/Frame Mat	31,665.00						31,665.00	
38	Hollow Metal Doors/Frame Lab	6,580.00						6,580.00	
39	Sectional Door Materials	11,300.00						11,300.00	
40	Sectional Door Labor	4,400.00						4,400.00	
41	Door Hardware Materials	24,155.00						24,155.00	
42	Door Hardware Labor	4,000.00						4,000.00	
43	Aluminum Window Materials	14,165.00						14,165.00	
44	Aluminum Window Labor	3,718.00						3,718.00	
45	Glazing Materials	27,308.00						27,308.00	
46	Glazing Labor	6,507.00						6,507.00	
47	Framing & Drywall Materials	26,200.00						26,200.00	
48	Framing & Drywall Labor	19,656.00						19,656.00	
49	Nichiha Siding Materials	56,827.00						56,827.00	
50	Nichiha Siding Labor	27,990.00						27,990.00	
51	ACT Materials	8,525.00						8,525.00	
52	ACT Labor	10,803.00						10,803.00	
53	Ceramic Tile Materials	12,937.00						12,937.00	
54	Ceramic Tile Labor	17,243.00						17,243.00	
55	Resilient Flooring Materials	7,306.00						7,306.00	
56	Resilient Flooring Labor	3,738.00						3,738.00	
57	Quartz Flooring	33,953.00						33,953.00	
58	Sealed/Denisified Concrete	5,460.00						5,460.00	
59	Paint Labor	27,367.00						27,367.00	
60	Paint Materials	4,828.00						4,828.00	

REQUEST FOR PAYMENT DETAIL

Project: S-14121-23 / GrimesPlex Buildings Invoice: 141232302 Draw: 141232300002 Period Ending Date: 8/31/2023

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
61	Wood Staining Labor	15,071.00						15,071.00	
62	Wood Staining Materials	2,659.00						2,659.00	
63	Handicap Signage	1,770.00						1,770.00	
64	Toilet Accessories Labor	8,840.00						8,840.00	
65	Toilet Accessories Materials	34,300.00						34,300.00	
66	Plumbing Hangers & Supports	32,000.00						32,000.00	
67	Plumbing Systems/Valves/Equi	226,000.00		26,000.00		26,000.00	11.50	200,000.00	1,300.00
68	Plumbing Insulation & Fixtures	123,500.00						123,500.00	
69	Plumbing Specialties & Gas	106,000.00						106,000.00	
70	HVAC Materials	161,982.00						161,982.00	
71	HVAC Labor	61,328.00						61,328.00	
72	Electrical Distribution Labor	81,128.00						81,128.00	
73	Electrical Distribution Mat'ls	61,105.00	36,207.00			36,207.00	59.25	24,898.00	1,810.35
74	Lighting & Controls Labor	72,474.00						72,474.00	
75	Lighting & Controls Materials	162,054.00						162,054.00	
76	Access Control/Video Surv Mat	170,906.00						170,906.00	
77	Access Control/Video Surv Lab	93,335.00						93,335.00	
78	Earthwork	35,150.00	7,030.00			7,030.00	20.00	28,120.00	351.50
79	Site Utilities	34,923.00	6,984.60	11,175.36		18,159.96	52.00	16,763.04	908.00
80	Chain Link Fencing Labor	17,800.00						17,800.00	
81	Chain Link Fencing Mat'ls	7,188.00						7,188.00	
82	Decorative Fencing Labor	7,844.00						7,844.00	
83	Decorative Fencing Materials	3,100.00						3,100.00	
84	Landscaping	22,152.00						22,152.00	
85	General Liability Insurance	39,000.00	2,925.00	1,560.00		4,485.00	11.50	34,515.00	224.25
86	Performance & Payment Bond	45,380.00	45,380.00			45,380.00	100.00		2,269.00
87	Contractor's Fee	181,520.00	13,614.00	7,260.80		20,874.80	11.50	160,645.20	1,043.74
88	Change Order 01	140,169.00						140,169.00	
	Totals	4,678,169.00	347,958.10	190,669.16		538,627.26	11.51	4,139,541.74	26,931.37

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: October 10, 2023 **PAYMENT REQUEST #** 12
PAYMENT PERIOD: From: July 28, 2023 Through: August 31, 2023

Contract Summary

Original Contract Amount:	$ 8,235,801.00			
Net change by Change Orders:	$ 62,238.00			
Contract Amount to Date: (line 1 ± 2)		$ 8,298,039.00		
Total completed and stored to date:	$ 8,051,633.11			
Retainage: 5 % of Completed Work:	$ 402,581.66			
Total Earned less Retainage:		$ 7,649,051.46		
Less previous applications for payment:		$ 7,538,670.35		
SUBTOTAL			$	110,381.11
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	110,381.11
Balance to finish, including retainage:		$ 648,987.54		
Contract Time Remaining (If applicable)	(59.00) 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: 10/2/23

Engineer / Consultant Approval: Veenstra & Kimm,Inc. (Firm Name)
Signature — Date: 10-2-2023

City of Grimes Staff Approval:
Signature — Date: 10-4-23

City of Grimes Council Approval: Council 10-10-23
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: 10/2/2023

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	13,810.00	$ 4,667,780.00	967.00	93.46%
2	36" Force Main Trenchless in Casing	LF	110.00		110.00	$ 1,300.00	$ 143,000.00	86.00	$ 111,800.00	24.00	78.18%
3	36" Force Main Trenchless	LF	140.00		140.00	$ 900.00	$ 126,000.00	270.00	$ 243,000.00	(130.00)	192.86%
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	3.00	$ 84,000.00	1.00	75.00%
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	164.00	$ 9,020.00	222.00	42.49%
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	75.0%	$ 44,025.00	25.0%	75.00%
18	Seeding	ACRE	25.00		25.00	$ 1,800.00	$ 45,000.00		$ -	25.00	0.00%
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%
2.1	SUDAS Type 1 Seeding	ACRE		8.00	8.00	$ 3,300.00	$ 26,400.00	3.00	$ 9,900.00	5.00	37.50%
								-	$ -		0.00%
	Stored Materials								$ -		0.00%
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	948.60	$ 175,415.11		13.79%
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		$ -		0.00%
29	36" Elbow 1-Miter	EA			4.00	$ 6,250.00	$ 25,000.00	1.00	$ 6,250.00		25.00%
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	1.00	$ 7,500.00		50.00%
33	36" Elbow 3-Miter	EA			1.00	$ 3,900.00	$ 3,900.00	-	$ -		0.00%
34	36" Elbow 3-Miter	EA			2.00	$ 4,300.00	$ 8,600.00	-	$ -		0.00%
35	Steel Casing Pipe	LF			320.00	$ 225.00	$ 72,000.00	-	$ -		0.00%
					-		$ -		$ -	-	0.00%
					-		$ -		$ -	-	0.00%
					-		$ -		$ -	-

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	July 11, 2023	$ 256,820.91
10	August 8, 2023	$ 126,009.14
11	September 12, 2023	$ 218,042.25
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 7,538,670.35**

Record of Change Orders

No.	Date	Amount
1	February 14, 2023	$ 35,838.00
2	May 23, 2023	$ 26,400.00
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TOTAL **$ 62,238.00**

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:	570.00
Contract Time Remaining:	**(59.00)**

Date Printed: 10/2/2023

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: October 10, 2023 **PAYMENT REQUEST #** 12

PAYMENT PERIOD: From: June 29, 2023 Through: September 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:	$ 9,892,422.20		
Retainage: 5 % of Completed Work:	$ 494,621.11		
Total Earned less Retainage:		$ 9,397,801.09	
Less previous applications for payment:		$ 9,316,283.49	
SUBTOTAL			$ 81,517.60
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 81,517.60
Balance to finish, including retainage:		$ 189,123.91	
Contract Time Remaining (If applicable)	(90.00) Working Days		

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

Construction Contractor Approval: S. M. Hentges & Sons, Inc. (Firm Name)

Signature: Joe Miller — Date: 10/02/2023

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

Signature — Date: 10-2-2023

City of Grimes Staff Approval:

Signature — Date: 10-4-23

City of Grimes Council Approval:

Signature: Council 10-10-23 — 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: 10/2/2023

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	19.58	$ 50,908.00	(7.58)	163.17%
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	2	$ 10,000.00	(1.00)	200.00%
23	Sanitary Sewer Service Pipe	LF	20.00		20.00	$ 700.00	$ 14,000.00	40	$ 28,000.00	(20.00)	200.00%
24	Sanitary Sewer Manhole Abandonment	EA	18.00		18.00	$ 3,000.00	$ 54,000.00	9	$ 27,000.00	9.00	50.00%
25	Sanitary Sewer Manhole Abandonment - Plug	EA	3.00		3.00	$ 850.00	$ 2,550.00	18	$ 15,300.00	(15.00)	600.00%
	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%
											0.00%
											0.00%
											0.00

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	July 11, 2023	$ 46,033.91
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 9,316,283.49**

Record of Change Orders

No.	Date	Amount
1	February 14, 2023	$ 56,925.00
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TOTAL **$ 56,925.00**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	March 8, 2022
Original Contract Time:	480.00
Added by Change Order:	
Contract Time to Date:	480.00
Time Used to Date:	570.00
Contract Time Remaining:	**(90.00)**

Date Printed: 10/2/2023

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: October 10, 2023 **PAYMENT REQUEST #** 5

PAYMENT PERIOD: From: September 2, 2023 Through: September 30, 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:	$ 969,028.54			
Retainage: 5 % of Completed Work:	$ 48,451.43			
Total Earned less Retainage:		$ 920,577.11		
Less previous applications for payment:		$ 657,643.05		
SUBTOTAL			$	262,934.06
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	262,934.06
Balance to finish, including retainage:		$ 537,448.42		
Contract Time Remaining (If applicable)	22.50 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: Sternquist Construction, Inc.
Firm Name

Signature — Date: 10-2-23

Engineer / Consultant Approval:
Firm Name

Signature — Date

City of Grimes Staff Approval:

Signature — Date: 10-3-23

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: 10/2/2023

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	500.00	$ 39,750.00	$ -	$ 39,750.00	649	43.52%
3	Excavation, Class 10	CY	1,275		1,275	$ 37.10	$ 47,302.50	1,000.00	$ 37,100.00	$ -	$ 37,100.00	275	78.43%
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	6,554.00	$ 104,208.60	$ -	$ 104,208.60	1,789	78.56%
6	Compaction Testing, Mosture & Density Control	LS	1		1	$ 3,710.00	$ 3,710.00	0.99	$ 3,672.90	$ -	$ 3,672.90	-	99.00%
7	Below Grade Excavation (Core Out)	CY	835		835	$ 79.50	$ 66,382.50	73.00	$ 5,803.50	$ -	$ 5,803.50	762	8.74%
8	Trench Compaction Testing	LS	1		1	$ 1,590.00	$ 1,590.00	0.53	$ 842.70	$ -	$ 842.70	-	53.00%
9	Storm Sewer, Trenched, RCP, 15in	LF	1,022		1,022	$ 51.00	$ 52,122.00	820.00	$ 41,820.00	$ -	$ 41,820.00	202	80.23%
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	1.00	$ 4,240.00	$ -	$ 4,240.00	-	100.00%
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	5.00	$ 6,625.00	$ -	$ 6,625.00	14	26.32%
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	5.00	$ 22,260.00	$ -	$ 22,260.00	4	55.56%
19	Intake, SW-505	EA	6		6	$ 6,466.00	$ 38,796.00	4.00	$ 25,864.00	$ -	$ 25,864.00	2	66.67%
20	Intake, SW-401, 48 in	EA	4		4	$ 5,618.00	$ 22,472.00	3.00	$ 16,854.00	$ -	$ 16,854.00	1	75.00%
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	5.00	$ 11,130.00	$ -	$ 11,130.00	2	71.43%
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	5,900.00	$ 377,600.00	$ -	$ 377,600.00	1,489	79.85%
25	PCC Pavement Samples and Testing	LS	1		1	$ 3,950.00	$ 3,950.00	0.99	$ 3,910.50	$ -	$ 3,910.50	-	99.00%
26	Removal of Sidewalk	SY	445		445	$ 12.75	$ 5,673.75	305.33	$ 3,892.96	$ -	$ 3,892.96	140	68.61%
27	Removal of Driveway	SY	532		532	$ 12.75	$ 6,783.00	427.00	$ 5,444.25	$ -	$ 5,444.25	105	80.26%
28	Sidewalk, PCC, 4in Thickness	SY	362		362	$ 42.40	$ 15,348.80	133.19	$ 5,647.26	$ -	$ 5,647.26	229	36.79%
29	Sidewalk, PCC, 6in Thickness	SY	119		119	$ 58.30	$ 6,937.70	42.70	$ 2,489.41	$ -	$ 2,489.41	76	35.88%
30	Dectectable Warning	SF	176		176	$ 58.30	$ 10,260.80	64.00	$ 3,731.20	$ -	$ 3,731.20	112	36.36%
31	Driveway, Paved PCC, 6in Thickness	SY	590		590	$ 63.60	$ 37,524.00	263.30	$ 16,745.88	$ -	$ 16,745.88	327	44.63%
32	Sidewalk Assurance Testing	LS	1		1	$ 1,600.00	$ 1,600.00	0.33	$ 528.00	$ -	$ 528.00	1	33.00%
33	Pavement Removal	SY	7,892		7,892	$ 9.60	$ 75,763.20	5,960.00	$ 57,216.00	$ -	$ 57,216.00	1,932	75.52%
34	Temporary Traffic Control	LS	1		1	$ 19,610.00	$ 19,610.00	0.75	$ 14,707.50	$ -	$ 14,707.50	-	75.00%
35	Hydraulic Seeding, Seeding, Fertilizing, and Mulching (BFM) Type 1	AC	0.82		0.82	$ 5,609.76	$ 4,600.00	0.42	$ 2,356.10	$ -	$ 2,356.10	-	51.22%
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	46.00	$ 4,876.00	$ -	$ 4,876.00	-	100.00%
40	Wattle, Installation	LF	3,845		3,845	$ 2.15	$ 8,266.75	1,000.00	$ 2,150.00	$ -	$ 2,150.00	2,845	26.01%
41	Wattle, Removal	:F	3,845		3,845	$ 0.40	$ 1,538.00	1,000.00	$ 400.00	$ -	$ 400.00	2,845	26.01%
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	0.82	$ 3,911.40	$ -	$ 3,911.40	-	82.00%
44	Mobilization	LS	1		1	$ 71,575.00	$ 71,575.00	1.00	$ 71,575.00	$ -	$ 71,575.00	-	100.00%
45	Concrete Washout	LS	1		1	$ 3,850.00	$ 3,850.00	0.60	$ 2,310.00	$ -	$ 2,310.00	-	60.00%
46	Removal & Salvage Sign To Owner	EA	10		10	$ 153.75	$ 1,537.50	6.00	$ 922.50	$ -	$ 922.50	4	60.00%
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	0.82	$ 7,064.30	$ -	$ 7,064.30	-	82.00%
	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	$ 969,028.54	$ 969,028.54	66.46%

Date printed: 10/2/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 13, 2023	$ 230,833.79
2	July 11, 2023	$ 59,538.93
3	August 8, 2023	$ 225,846.59
4	September 26, 2023	$ 141,423.74
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Previous Applications for Payment

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TOTAL **$ 657,643.05**

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
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TOTAL **$ 12,759.98**

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:	77.50
Contract Time Remaining:	**22.50**

Date Printed: 10/2/2023

RESOLUTION NO. 10-0823 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 19th day of October 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

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

CITY COUNCIL COMMUNICATION
Meeting Date: 10/10/2023

AGENDA ITEM: WRA Grimes Connector - Contract 1, Change Order #3.

BACKGROUND: A change order request has been made for the WRA Grimes Connector - Contract 1 project. The purpose and details are as follows:

- Pipe Bends
  - When crossing existing sanitary pipe the new pipe bends needed to be changed to match existing sanitary pipe.
- Sewer Flow from Contract 2
  - When connecting to existing pipe placed by Contract 2, contractor incurred costs with handling of the sewer flow from Contract 2.
- Seeding Type 1
  - Changing seeding from Type 2 to Type 1 in areas that are to be mowed.
- Rock for Outlooks along Bike Trail
  - Payment for landscape rock placed on the rock outlooks along the bike trail.

BUDGETARY CONSIDERATIONS: The change order will increase the total cost for the project by $42,442.73.

STRATEGIC PLANNING:
Prioritized: Yes

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

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: The staff has reviewed this Change Order and recommends approval by the City Council.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Matt Ahrens, City Engineer
mahrens@grimesiowa.gov
515-986-4050

Prepared by: Aaron Jarosh, Staff Engineer
Return to: Matt Ahrens, City Engineer

CHANGE ORDER FORM

CITY OF GRIMES

Project Title:	WRA Grimes Connector - Contract 1		
Contractor:	S.J. Louis Construction, Inc.		
Address:	1351 Broadway Street W., Rockville, MN 56369-0459		
Finance Budget Code:	328-815-6499	**Finance Project #**	0
Vendor Project or Invoice #:	0	**PO #**	0
Original Contract Date:	December 14, 2021	**Vendor #**	4257

Change Order Number: 3

Change Order Date: October 10, 2023

Purpose of Change Order:

1. When crossing existing sanitary pipe the new pipe bends needed to be changed to match existing sanitary pipe.
2. When connecting to existing pipe placed by Contract 2, contractor incurred costs with handling of the sewer flow.
3. Change seeding from Type 2 to Type 1 in areas that are to be mowed.
4. Payment for landscape rock placed on the rock outlooks along the bike trail.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Pipe Bends	LS	1.00	$ 12,500.00	$ 12,500.00
2	Sewer Flow From Contract 2	LS	1.00	$ 6,309.00	$ 6,309.00
3	Seeding Type 1	ACRE	4.31	$ 4,715.00	$ 20,321.65
4	Rock for Outlooks along Bike Trail	LS	1.00	$ 3,312.08	$ 3,312.08
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -
Change Order Number: 3 makes the following adjustments to the contract:					**$ 42,442.73**

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

Signature — Date: 10/02/2023

Engineer Approved: Veenstra & Kimm, Inc.
Firm Name

Signature — Date: 10-2-2023

Owner Accepted: City of Grimes MSA 10-3-23

Signature — Title

Date

Attest for Owner:

Signature — Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$12,675,000.00
1	March 22, 2022	$ (84,666.25)
2	January 24, 2023	$ 276,896.19
3	October 10, 2023	$ 42,442.73
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Revised Contract Amount $12,909,672.67

Date Printed: 10/2/2023

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

CITY COUNCIL COMMUNICATION
Meeting Date: 10/10/2023

AGENDA ITEM: GrimesPlex Buildings, Change Order #2.

BACKGROUND: A change order request has been made for the GrimesPlex Buildings project. The purpose and details are as follows:

- Relocate garage doors and revise plumbing and electrical
  - Changes in reinforcing on two sign walls
  - Extend piping for 2 floor drains and trench drains
  - Extension of circuit for overhead door

BUDGETARY CONSIDERATIONS: The change order will increase the total cost for the project by $7,340.83.

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

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)* GrimesPlex Grimes, Iowa	**CONTRACT INFORMATION:** Contract For: General Construction Date: June 07, 2023	**CHANGE ORDER INFORMATION:** Change Order Number: 002 Date: September 25, 2023
OWNER: *(Name and address)* City of Grimes 410 SE Main Street, Suite 102 Grimes, IA 50111	**ARCHITECT:** *(Name and address)* Savage-Ver Ploeg & Associates, Inc. dba SVPA Architects Inc. 1466 28th Street, Suite 200 West Des Moines, IA 50266	**CONTRACTOR:** *(Name and address)* Edge Commercial, LLC 3155 SE Miehe Drive, Suite 2 Grimes, IA 50111

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.)

1. Relocate garage doors and revise plumbing and electrical as detailed in attached Change Request 3 dated September 1, 2023. Add: $7,340.83

The original Contract Sum was	$	4,538,000.00
The net change by previously authorized Change Orders	$	140,169.00
The Contract Sum prior to this Change Order was	$	4,678,169.00
The Contract Sum will be increased by this Change Order in the amount of	$	7,340.83
The new Contract Sum including this Change Order will be	$	4,685,509.83

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be Base bid: 5/11/24, Alternate completion, 3/25/24

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, CONTRACTOR AND OWNER.

Savage-Ver Ploeg & Associates, Inc. dba SVPA Architects Inc.	Edge Commercial, LLC	City of Grimes MSA 10-4-23
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
	Jason Ceretti	
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Ronald E. Paskach, AIA, LEED AP, Associate | Senior Architect	Jason Ceretti, Partner	Scott Mikkelsen, Mayor
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
September 25, 2023	09/25/2023	
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA52)

EDGE COMMERCIAL

Change Request

To: City of Grimes
101 NE Harvey St.
Grimes, IA 50111
Ph: (515)986-3036 Fax: (515)986-3846

Number: 3
Date: 9/1/23
Job: S-14121-23 GrimesPlex Buildings
Phone:

Description: CR 3 Relocated Garage Doors, Plumbing Changes, & Structural Revisions

We are pleased to offer the following specifications and pricing to make the following changes:

To provide changes per PR #3:

Edge Labor (cut concrete footings, infill at existing door opening with CMU, & dowel in rebar): $3,500.00
Signature Masonry: $1,100.00

M&P Plumbing: $1,900.00
Van Maanen: $368.83

Edge Bond/Insurance (1.85%): $128.00
Edge Fee (5%): $344.00

The total amount to provide this work is $7,340.83

If you have any questions, please contact me at 515-986-2229.

Submitted by: Branson Ropp
Edge Commercial, LLC

Approved by: _____
Date: _____

Branson D. Ropp

From: sedina kpsbuild.com <sedina@kpsbuild.com>
Sent: Thursday, August 31, 2023 11:14 AM
To: Branson D. Ropp; Anes
Cc: Igor Spanovic
Subject: Re: 22038 GrimesPlex PR 03: Maintenance Building Revisions

Hello,
Changes reinforcing on the (2) sign walls
Extra cost $550 each so total is $1,100.

Thanks,
Sedina

From: Branson D. Ropp <BRopp@edgeco-usa.com>
Sent: Thursday, August 31, 2023 7:30 AM
To: Anes <anes@signaturemasonrydsm.com>; sedina kpsbuild.com <sedina@kpsbuild.com>
Subject: FW: 22038 GrimesPlex PR 03: Maintenance Building Revisions

Guys,
Igor was supposed to get me pricing for this PR by 8/22 and never did. Now I see he's on vacation. Can you get me this pricing today please? Changes reinforcing on the (2) sign walls from 32" to 48".

BRANSON ROPP
Project Manager
EDGE COMPANIES
3155 SE Miehe Dr., Ste. 2
Grimes, IA 50111
P: 515/986.2229 x114 | F: 515/986.2239 | C: 515/402.9275
www.edgeco-usa.com
COMMERCIAL | HEALTHCARE | INDUSTRIAL

From: Branson D. Ropp
Sent: Thursday, August 31, 2023 7:28 AM
To: Igor Spanovic <igor@signaturemasonrydsm.com>
Subject: FW: 22038 GrimesPlex PR 03: Maintenance Building Revisions

Igor,
I need this pricing today please!

BRANSON ROPP
Project Manager
EDGE COMPANIES
3155 SE Miehe Dr., Ste. 2
Grimes, IA 50111
P: 515/986.2229 x114 | F: 515/986.2239 | C: 515/402.9275
www.edgeco-usa.com
COMMERCIAL | HEALTHCARE | INDUSTRIAL

From: Branson D. Ropp
Sent: Wednesday, August 30, 2023 8:53 AM

M&P Plumbing, LLC

10200 Dennis Dr, #7
Urbandale, Iowa 50322

Change Order Request

Date	Change Order #
8/31/2023	1186

Bill To
Edge Commercial 3155 SE Miehe Dr Ste 2 Grimes, Iowa 50111

P.O. No.	Terms	Project
	Net 30	GrimesPlex

Description	Qty	Rate	Amount
Maintenance building revisions: Extend piping for (2) floor drain & trench drain Proposal request #3 GrimesPlex Grimes, Iowa		1,900.00	1,900.00

Subtotal	$1,900.00
Sales Tax (0.0%)	$0.00
Total	$1,900.00
Payments/Credits	$0.00
Balance Due	$1,900.00

Phone #	E-mail
515-777-1100	MPPlumbingIA@gmail.com

Van Maanen Electric Inc.

PROPOSAL REQUEST

Van Maanen Electric Inc.
500 Iowa Speedway Drive
Newton, Iowa 50208
Telephone: 641-791-9473

CCN # PR3
Date: 8/21/2023
Project Name: Grimesplex Buildings
Page Number: 1

Edge Commercial
Contact: Branson Ropp
3155 SE Miehe Dr
Grimes, IA 50111
E-mail: bropp@edgeco-usa.com

Work Description

Scope: Includes extension of circuit for overhead door per PR #3.

Breakdown

Description	Qty	Total Mat.	Total Hrs.
3/4" CONDUIT - EMT	25	22.50	1.20
3/4" CONN SS STL - EMT	1	0.39	0.15
3/4" COUPLING SS STL - EMT	3	1.35	0.18
3/4" 1-H STRAP - EMT - STEEL	4	0.71	0.32
#12 THHN BLACK	83	11.62	0.64
RED WIRECONN IDEAL 30-452 SIZE 452	3	0.59	0.27
4x 1 1/2" SQ BOX COMB KO	1	1.58	0.34
4" SQ BLANK COVER	1	0.46	0.04
GROUNDING SCREW	1	0.26	0.03
1/4x 1 3/8 SLEEVE ANCHOR W/ ACORN NUT - 1" MIN DEPTH	6	2.28	0.72
Totals	**128**	**41.75**	**3.90**

Summary

Material		41.75
LABOR	(3.90 Hrs @ $71.53)	278.97
O&M	(@ 15.000 %)	48.11
Final Amount		**$368.83**

Van Maanen Authorization:

Project Manager: Josh Hetzler
Phone Number: 641-791-9473
E-mail: jhetzler@vanmaanenelectric.com

Signature: _____ Date: 8/21/23

Edge Commercial Authorization

Name: Branson Ropp

ORIGINAL

CITY COUNCIL COMMUNICATION
Meeting Date: 09/26/2023

AGENDA ITEM: Change Order #4 Weitz Construction

BACKGROUND: Additional stair scaffolds for safety to all levels of the roof and temporary power in the form of a generator. This is required due to delay from utility to bring full power.

BUDGETARY CONSIDERATIONS:
Increasing Contract $18,129.80

STRATEGIC PLANNING:
Prioritized ____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 _____

STAFF RECOMMENDATION:
Approved by Weitz Construction, Invision, and Christiansen Development

RESPONSIBLE STAFF/CONTACT INFORMATION:
Memo Prepared by Rochelle Williams

Prepared by:_____
Return to:_____

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Grimes Public Library Project
Grimes, IA 50111

CONTRACT INFORMATION:
Contract For: CM Services
Date: September 1, 2021

CHANGE ORDER INFORMATION:
Change Order Number: 004
Date: October 4, 2023

OWNER: *(Name and address)*
City of Grimes
101 NE Harvey Street
Grimes, IA 50111

ARCHITECT: *(Name and address)*
InVision
303 Watson Powell Jr. Way #200
Des Moines, IA 50309

CONTRACTOR: *(Name and address)*
The Weitz Company, LLC
611 5th Avenue, 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.)
P028 CE #010 - CM Services - Generator & Additional Stair Scaffold Access - $18,129.80

The original Contract Sum was	$	973,681.00
The net change by previously authorized Change Orders	$	133,163.50
The Contract Sum prior to this Change Order was	$	1,106,844.50
The Contract Sum will be increased by this Change Order in the amount of	$	18,129.80
The new Contract Sum including this Change Order will be	$	1,124,974.30

The Contract Time will be unchanged by ( ) days.
The new date of Substantial Completion will be

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, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
INVISION Architecture	The Weitz Company, LLC	
SIGNATURE	SIGNATURE	SIGNATURE
Evan Shaw AIA, Architect - Associate	Michael Tousley, Executive VP	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
10.05.23	August 21, 2023	
DATE	DATE	DATE

Required due to delay from utility to bring in full power & also includes cost for extra scaffolding and stairs that were necessary for proper job safety.

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User Notes:
(3B9ADA3A)

CITY COUNCIL COMMUNICATION
Meeting Date: 10/10/2023

AGENDA ITEM: Change Order #4 Forrest & Associates

BACKGROUND: Misc caulking at top of brick wall and at interior steel beam. This is required due to scope gap in bid package.

BUDGETARY CONSIDERATIONS:
Increasing Contract $2,062.90

STRATEGIC PLANNING:
Prioritized ____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):
Approved by Christensen Development

STAFF RECOMMENDATION:
Weitz Constructions, Invision, and Christianson Development

RESPONSIBLE STAFF/CONTACT INFORMATION:
Memo Prepared by Rochelle Williams

Prepared by:_____
Return to:_____

CHANGE ORDER FORM

CITY OF GRIMES

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

Change Order Number: 4

Change Order Date: October 10, 2023

Purpose of Change Order:

CE 047 Miscellaneous caulking at top of brick wall and at interior steel beams

Required due to scope gap in bid package.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1					
2	CE 047 Miscellaneous Caulking	LS	1.00	$ 2,062.90	$ 2,062.90
3					$ -
4					$ -
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -

Change Order Number: 4 makes the following adjustments to the contract: **$ 2,062.90**

Contractor Accepted: Forrest & Associates
Firm Name
Robert VanHauwermeiren 10-4-23
Signature Date

Engineer Approved: INVISION Architecture
Firm Name
Signature 10.05.23
Date

Owner Accepted: City of Grimes

Signature Title

Date

Attest for Owner:

Signature Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 317,587.00
1	November 1, 2022	$ 28,441.65
2	April 17, 2023	$ 1,873.13
3	August 22, 2023	$ 1,459.75
4	October 10, 2023	$ 2,062.90
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15		

Revised Contract Amount **$ 351,424.43**

Date Printed: 10/4/2023

CITY COUNCIL COMMUNICATION
Meeting Date: 10/10/2023

AGENDA ITEM: Change Order #4 Van Maanen Electric Inc.

BACKGROUND: CE 024 Electrical underground burden due to schedule delay in foundation and structural work. Power & Switch for Garbage Disposal added which were missed in the bid documents.

BUDGETARY CONSIDERATIONS:
Increasing Contract $5,023.36

STRATEGIC PLANNING:
Prioritized ____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):
Approved by Christensen Development

STAFF RECOMMENDATION:
Weitz Constructions, Invision, and Christianson Development

RESPONSIBLE STAFF/CONTACT INFORMATION:
Memo Prepared by Rochelle Williams

Prepared by:_____
Return to:_____

CHANGE ORDER FORM

CITY OF GRIMES

Project Title:	Grimes Public Library		
Contractor:	Van Maanen Electric Inc.		
Address:	500 Iowa Speedway Drive Newton, IA 50208		
Finance Budget Code:	350-410-6499	***Finance Project #***	0
Vendor Project or Invoice #:		***PO #***	0
Original Contract Date:	December 17, 2021	***Vendor #***	0

Change Order Number: 4

Change Order Date: October 10, 2023

Purpose of Change Order:

CE 024 Electrical underground burden due to schedule delay & CE 049 Power & Switch for Garbage Disposal

Required due to delay in foundation and structural work. Switch was missed in the bid documents.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1					
2	CE 024 Electrical Underground Burden	LS	1.00	$ 3,906.04	$ 3,906.04
3	CE 049 ASI 8 Power/Switch for Garbage Disp.	LS	1.00	$ 1,117.32	$ 1,117.32
4					$ -
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -
Change Order Number: 4 makes the following adjustments to the contract:					**$ 5,023.36**

Contractor Accepted: Van Maanen Electric Inc.
Firm Name

Signature

10/4/23
Date

Engineer Approved: INVISION Architecture
Firm Name

Signature

10.05.23
Date

Owner Accepted: City of Grimes

Signature

Title

Date

Attest for Owner:

Signature

Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 977,086.00
1	September 14, 2022	$ 27,500.15
2	June 19, 2023	$ 4,702.82
3	August 22, 2023	$ 4,849.00
4	October 10, 2023	$ 5,023.36
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Revised Contract Amount **$ 1,019,161.33**

Date Printed: 10/4/2023

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 10/10/2023

AGENDA ITEM: Change Order #4 Performance Contracting, Inc

BACKGROUND: Lost drywall productivity at door frame due to delay and damage by others

BUDGETARY CONSIDERATIONS:
Increasing Contract $2.136.02

STRATEGIC PLANNING:
Prioritized ____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 _____

STAFF RECOMMENDATION:
Weitz Constructions, Invision, and Christianson Development

RESPONSIBLE STAFF/CONTACT INFORMATION:
Memo Prepared by Rochelle Williams

Prepared by:_____
Return to:_____

CHANGE ORDER FORM

CITY OF GRIMES

Project Title:	Grimes Public Library		
Contractor:	Performance Contracting Inc.		
Address:	3405 SE Crossroad Drive, Suite G Grimes IA 50111		
Finance Budget Code:	350-410-6499	***Finance Project #***	0
Vendor Project or Invoice #:		***PO #***	0
Original Contract Date:	December 17, 2021	***Vendor #***	0

Change Order Number: 4

Change Order Date: October 10, 2023

Purpose of Change Order:

CE 046 Lost drywall productivity at doors frames 111, 112 & 114.

Required due to delay and damage by others.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1					
2	CE 046 Lost Drywall Productivity	LS	1.00	$ 2,136.02	$ 2,136.02
3					$ -
4					$ -
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -
Change Order Number: 4 makes the following adjustments to the contract:					**$ 2,136.02**

Contractor Accepted: Performance Contracting Inc.

Brad Klepper — Digitally signed by Brad Klepper DN: cn=Brad Klepper, email=bklepper@pcg.com, O="Performance Contracting, Inc", OU="Performance Contracting, Inc", CN=Brad Klepper Date: 2023.10.04 14:14:32-05'00'

Signature — Date

Engineer Approved: INVISION Architecture

Firm Name

Signature — 10.05.23 — Date

Owner Accepted: City of Grimes

Signature — Title

Date

Attest for Owner:

Signature — Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 1,466,520.00
1	September 14, 2022	$ 13,700.00
2	June 19, 2023	$ 7,211.00
3	August 22, 2023	$ 16,741.03
4	October 10, 2023	$ 2,136.02
5		
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Revised Contract Amount **$ 1,506,308.05**

Date Printed: 10/4/2023

CITY COUNCIL COMMUNICATION
Meeting Date: 10/10/2023

AGENDA ITEM: Change Order #5 AMC Mechanical Group

BACKGROUND: Plumbing Underground addition required due to delay in foundation and structural work. Drywall back charge is due to damage caused to others completed work.

BUDGETARY CONSIDERATIONS:
Increasing Contract $5,982.12

STRATEGIC PLANNING:
Prioritized ____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 _____

STAFF RECOMMENDATION:
Weitz Constructions, Invision, and Christianson Development

RESPONSIBLE STAFF/CONTACT INFORMATION:
Memo Prepared by Rochelle Williams

Prepared by:_____
Return to:_____

CHANGE ORDER FORM

CITY OF GRIMES

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

Change Order Number: 5

Change Order Date: October 10, 2023

Purpose of Change Order:

CE #24: Plumbing Underground additional burden due to schedule delay & CE #46 Backcharge for drywall rework at door frame 114

Required due to delay in foundation and structural work. Drywall backcharge is due to damage caused to others completed work.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1					
2	CE 024: Plumbing Underground burden	LS	1.00	$ 6,493.20	$ 6,493.20
3	CE 046 Drywall rework at Frame 114	LS	1.00	$ (511.08)	$ (511.08)
4					$ -
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -
Change Order Number: 5 makes the following adjustments to the contract:					**$ 5,982.12**

Contractor Accepted: AMC Mechanical Group
Firm Name

Signature Date

Engineer Approved: INVISION Architecture
Firm Name

Signature 10.05.23
Date

Owner Accepted: City of Grimes

Signature Title

Date

Attest for Owner:

Signature Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 1,021,690.00
1	September 14, 2022	$ 4,285.00
2	April 17, 2023	$ 1,853.13
3	June 19, 2023	$ 48.52
4	August 22, 2023	$ 8,097.71
5	October 10, 2023	$ 5,982.12
6		
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Revised Contract Amount **$ 1,041,956.48**

Date Printed: 10/4/2023

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 09/26/2023

AGENDA ITEM: Change Order #8 Graphite

BACKGROUND: To add (3) corner guards

BUDGETARY CONSIDERATIONS:
Increasing Contract $312.65

STRATEGIC PLANNING:
Prioritized ____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):
Approved by Christensen Development

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:
Rochelle Williams

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: 008

Date: September 25, 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.)

Graphite noted that the revised corner guard submittal was returned and added (3) corner guards to the project.
8/30/23: No pricing received
9/21/23: Graphite: $312.65
Furnish and install (3) additional corner guards.

The original Contract Sum was	$	2,665,000.00
Net change by previously authorized Change Orders	$	52,298.30
The Contract Sum prior to this Change Order was	$	2,717,298.30
The Contract Sum will be increased by this Change Order in the amount of	$	312.65
The new Contract Sum including this Change Order will be	$	2,717,610.95

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	Stephanie Morrison, Senior Project Manager
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
DATE:	**DATE:**
Graphite Construction Group, Inc.	City of Grimes
CONTRACTOR *(Firm name)*	**OWNER** *(Firm name)*

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User Notes:
(3B9ADA4D)

SIGNATURE Joe Haug	**SIGNATURE** Scott Mikkelsen
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
DATE:	**DATE:**

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(3B9ADA4D)

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

CITY COUNCIL COMMUNICATION
Meeting Date: 10/10/23

AGENDA ITEM: S James Street and SE11th Street Improvements Field and Laboratory Testing – TEAM Services Professional Services Agreement.

BACKGROUND: The City of Grimes needs to contract independent field and laboratory testing and inspection services for the construction of the S James Street and SE 11th Street Improvements project. TEAM Services is currently performing these services on other projects in the area 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 $58,160.16. 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: Matt Ahrens, City Engineer
Return to: Matt Ahrens, City Engineer

RESOLUTION TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No. 10-0923

WHEREAS, the City of Grimes (Grimes) needs to contract for independent field and laboratory testing and inspection services for the S James Street and SE 11th Street Improvements project; and,

WHEREAS, the geotechnical & material consultant firm of TEAM Services (Consultant), has substantial experience in field and laboratory testing, and is qualified to provide inspection services for said project; and,

WHEREAS, Consultant has proposed the attached Standard Professional Services Agreement that has a scope of work to be supplied by the Consultant and compensation to be paid by Grimes for their consulting services related to the S James Street and SE 11th Street Improvements testing and inspection.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the Standard Professional Services Agreement with the Consultant 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 10th day of October, 2023, and approved by the Mayor on the 10th day of October, 2023.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rochelle Williams, City Clerk

September 28, 2023

TEAM *Services*

Geotechnical & Material Consultants

A2LA Testing Lab Cert 576.01 (Des Moines)
Validated by the U.S. Army Corps of Engineers

City of Grimes
101 N Harvey Street
Grimes IA 50111

Attn: City Administrator

PROPOSAL FOR SERVICES

Re: **Construction Testing & Inspection Services**
S James Street and SE 11th Street Improvements
Grimes IA
Proposal No. 4-5623.0

Thank you for giving us the opportunity to provide you with a scope of services and fee estimate for this project. We can provide these services from our Des Moines office.

Qualified engineering technicians will be assigned to do the laboratory and field testing along with the observation services. These services would be done on a part-time basis with scheduling by a representative of your firm.

Written reports of tests and inspection results will be submitted promptly to your attention; report copies can be provided to a report distribution list that you specify. You can also be provided online access to your project test data and invoicing information and receive concrete, density, and asphalt reports by email as soon as they are approved. By communicating test results through email, your concerns and input can be responded to within hours.

With our accreditations and certifications, you can rest assured that you will receive high quality, reliable services when you entrust your projects to us.

Estimating of actual costs for our field services can be difficult due to factors, such as scheduling and weather conditions, which are out of our control. Whenever possible, sample pick-up will be incorporated into concrete or soil observation trips. Our fee will be based on the actual quantity of work performed in accordance with the attached fee schedule. Invoices will be submitted monthly. The following scope and fees are based on the information available and our experience with similar projects. If requested, a more accurate scope could be produced when the construction schedule and other relevant factors are known.

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Des Moines • Omaha • Fort Dodge • Spirit Lake • Mason City • Cedar Rapids • Waterloo • Davenport • Dubuque

	Observations/tests to be performed	No. of Visits	Hours / visit	Total # units	$ Unit rates	Extension
1.	Services of Principal Engineer			6 hours	$155.00	$930.00
2.	Coordination & Project Management			80 hours	$70.00	$5,600.00
3.	Services of Staff Engineer			12 hours	$106.00	$1,272.00
4.	• Field Testing of Compacted Trench Backfill	64	2.5	160 hours	$63.00	$10,080.00
5.	• Field Testing of Compacted Subgrade/Granular Subbase	42	2.5	105 hours	$63.00	$6,615.00
6.	• Field Inspection of PCC Paving - Mainline	8	8	64 hours	$63.00	$4,032.00
7.	• Field Inspection of PCC Paving - Handwork	40	2.5	100 hours	$63.00	$6,300.00
8.	• Field Inspection of PCC Paving - Sidewalks Alternate	24	2.5	60 hours	$63.00	$3,780.00
9.	• Field Inspection of Proofrolling	8	3	24 hours	$63.00	$1,512.00
10.	• Sample Pickup	30	1.5	45 hours	$63.00	$2,835.00
11.	Compressive Strength Tests of 4 x 8 in. Cylinder, including Molds			320 tests	$18.00	$5,760.00
12.	Standard Proctor Test (ASTM D-698)			8 tests	$134.00	$1,072.00
13.	Transportation Charges, Private Car or Company Vehicle			7344 miles	$1.14	$8,372.16
				ESTIMATED FEE FOR ABOVE SCOPE		**$58,160.16**

Increase hourly rate by 1.5 for Saturday or regular days before 7 a.m. and after 5 p.m.
Increase hourly rate by 2.0 for Sunday or holiday work.
Increase hourly rate by 1.5 for deposition and 2.0 for courtroom testimony.
Divide direct cost by 0.85 for subcontracting services.

Please note our attached general terms and conditions. These should be considered a part of our contract for services. Should you find that this proposal meets your needs, please sign in the space provided below and return a signed copy to us. If you have any questions regarding this proposal, please do not hesitate to contact us. We appreciate the opportunity to be of service.

Sincerely,
TEAM Services

(es) Andy Eisinger
d

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Attachments: General Terms and Conditions

ACCEPTANCE

BY: _____ FOR: _____ DATE: _____
(Name of Individual) (Name of Firm)

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TEAM SERVICES TERMS AND CONDITIONS

PAYMENT TERMS _ Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one_half percent per month. If one and one_half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. Client agrees to pay all costs associated with collection of overdue invoices, including reasonable attorney's fees.

In the event Client requests termination of the services prior to completion, a termination charge in an amount not to exceed thirty per cent of all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of TEAM Services be made. If during the execution of the services, TEAM Services is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable.

INSURANCE _ TEAM Services maintains Workers' Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with limits of $1,000,000/$1,000,000, Professional Liability Insurance in the amount of $2,000,000 (per claim & aggregate), and Pollution Liability Insurance in the amount of $1,000,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that ten days written notice be given prior to cancellation. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TEAM Services will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

STANDARD OF CARE _ The only warranty or guarantee made by TEAM Services in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports. Unless specified by the client in writing, the client agrees to a "Simple Acceptance" as a decision rule, i.e. the tolerance and/or results will not be evaluated by any measurement uncertainty when deciding in/out of tolerance, complies (yes/no) or meets/does not meet project specifications noted on any test report.

LIMITATION OF LIABILITY – Client agrees that TEAM Services' liability of any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed $50,000 or TEAM Services fee, whichever is greater. If client prefers to have higher limits on professional liability TEAM Services agrees to increase the limits up to a maximum of $1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to Pay an additional consideration of two percent of our total fee, or $200, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SAMPLING OR TESTING LOCATION _ The fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in TEAM Services' report or shown on sketches are based on specific information furnished by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

RIGHT_OF_ENTRY _ Unless otherwise agreed, Client will furnish right of entry on the property for us to make the planned borings, surveys, tests, and/or explorations. We will take reasonable precautions to minimize damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage which may result. If Client desires us to restore the property to its former condition, we will accomplish this and add the cost to our fee.
DAMAGE TO EXISTING MANMADE OBJECTS _ It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man_made objects relative to field tests or boring locations. TEAM Services' field personnel are trained to recognize clearly identifiable stakes or markings in the field and without special written instructions to initiate field testing drilling and/or sampling within a reasonable distance of each designated location. If TEAM Services is cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, such as utilities, TEAM Services will give special instructions to its field personnel. As evidenced by Client's acceptance of this proposal, Client agrees to indemnify and save harmless from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed services, whose presence and exact locations were not revealed to TEAM Services in writing, and to reimburse TEAM Services for expenses in connection with any such claims or suits, including reasonable attorney's fees.

SAMPLE DISPOSAL AGREEMENT _ Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and drilling samples or other specimens will be disposed of 60 days after submission of our report. Upon written request, TEAM Services will retain test specimens or drilling samples for a mutually acceptable storage charge and period of time.

OWNERSHIP OF DOCUMENTS _ All documents, including, but not limited to, drawings, specifications. reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by TEAM Services are instruments of service pursuant to this Agreement, shall be the sole property of TEAM Services. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of TEAM Services. At the request and expense of Client, TEAM Services will provide Client with copies of documents created in the performance of the work for a period not exceeding five years following submission of the report contemplated by this Agreement.

SAFETY _ Should TEAM Services provide periodic observations or monitoring services at the job site during construction, Client agrees that in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by TEAM Services is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.
SITE VISITS _ Client agrees that TEAM Services will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that TEAM Services will not assume responsibility for the contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that field services provided by TEAM Services will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision," "inspection," or "control" are used to mean periodic observation of the work and the conducting of tests by TEAM Services to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees does not mean that TEAM Services is observing placement of all materials. Full_time inspections mean that an employee of TEAM Services has been assigned for eight_hour days during regular business hours.

GOVERNING LAW _ This agreement shall be governed in all respects by the laws of the State of Iowa.

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SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

TEAM SERVICES, INC.
717 SE 6th Street
Des Moines, IA 50309
Jeff Roberts Phone: 515 282 8818

Valid To: April 30, 2025 Certificate Number: 0576.01

In recognition of the successful completion of the A2LA evaluation process, accreditation is granted to this laboratory for:

CONSTRUCTION MATERIALS ENGINEERING

ASTM: C1077 (concrete), D3666 (bituminous), D3740 (soils), E329 (construction materials), E543 (NDT)

CONSTRUCTION MATERIALS TESTING

Concrete:
ASTM: C31* C39 C42 C78* C138* C143* C172* C173* C174
C192 C231* C293 C617 C805* C1064* C1231 C1260 C1567
E1155

Cement:
ASTM: C109 *(Compression only)*

Masonry:
ASTM: C140 C780* (Annex 1 and 7) C1019* C1314

Aggregates:
ASTM: C29 C40 C70 C88 Cl17 C127 C131 C136 C142
C535 C566 C702 D75* D2419 D4791 D5821
AASHTO: T304

Soils:
ASTM: D421 D7928 D698 Dl140 D1556* D1557 D1883 D2166
D2216 D2419 D2435 D2487 D2488* D3080 D2850 D4253 D4254
D5084 D5856 D4318 D4643 D4718 D4767 D6938*

Bituminous:
ASTM: D75 D979* D2041 D2726 D2950* D3203
D3549* D3665 D4867 D6307 D6925 D5444
AASHTO: TP4

Steel NDT: E165 E1444
Field: AWS, Dl.l, Visual Welder Inspection AISC 360 RCSC Fabrication & Erection - Visual & Bolting

Fireproofing:
ASTM: E605 E736

*This laboratory performs field testing activities for these tests.

** This laboratory meets A2LA R104 -General Requirements: Accreditation of Field Testing and Field Calibraiion Laboratories for these tests or calibrations*

(A2LA Cert. No. 0576.01) 2/9/21 Page 1 of 1

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DEPARTMENT OF THE ARMY

ENGINEER RESEARCH AND DEVELOPMENT CENTER, CORPS OF ENGINEERS
GEOTECHNICAL AND STRUCTURES LABORATORY
WATERWAYS EXPERIMENT STATION, 3909 HALLS FERRY ROAD
VICKSBURG, MISSISSIPPI 19180-6199Y

November 17, 2022

Reply to the attention of:

Concrete and Materials Branch

TEAM Services, Inc.
717 S E. 6th Street
Des Moines, IA 50309

TEAM Services, Inc.
7620 Louis Rich Court, Unit 23-24
Davenport, IA 52804

ISG-TEAM, Inc.
4722 S 135th St.
Omaha, NE 68137

. An inspection of reaquired records, equipment, procedures, facilities, and final reports, its proficiency to perform testing of construction materials, as established by the quality standards of AASHTO R 18 guidance and the requirements of the applicable ASTM standards.

All methods listed on this certificate of validation will expire on 10/11/2024.

Aggregate Tests: ASTM D75, C117, C127, C128, C131, C136, C535, C702, C1077 and C1260.

Bituminous Tests: ASTM D140, D2041, D2726, D3203, D3665, D3666, D5444, D6926, D6927, E329.

Concrete Tests: C31, C39, C78, C138, C143, C172, C231, C1064, C470, C511, C617, C1077, C1231 and E329.

Masonry, Mortar & Grout Tests: ASTM C780, C1019 and C1093

Soil Tests: ASTM D421, D422, D698, D1556, D1557, D1883, D2168, D2216, D2487, D3740, D4253, D4254, D4318, D4643, D6938.

. We will add your laboratory to the list of commercial laboratories qualified to conduct material tests for the U.S. Army Corps of Engineers; see the MTC page at http://gsl.erdc.usace.army.mil/SL/MTC.
All Corps offices will be notified of this decision and will have the opportunity to use your services. TEAM Services, Inc., Des Moines, IA will remain on our list of laboratories qualified to conduct material tests until **October 11, 2024** two (2) years from the date of the inspection.

Individual location Certificates avialable upon request.

Sincerely,

Alfred B. Crawley, PE
Director
Materials Testing Center

Copy Furnished:
Doug Comer / Louisville District
Louis Richardson / Omaha District

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CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 10/10/2023

AGENDA ITEM:
Resolution Accepting Temporary Construction Easement – Marco Properties, 19th Street Sewer

BACKGROUND:
Certain easements along SW 19th Street are necessary to construct the extension of 19th Street Sewer. Specifically, upon the property owned by Marco Properties, a temporary construction easement are needed to facilitate the improvements. The owner has reviewed the easements and executed for our approval.

BUDGETARY CONSIDERATIONS:
None

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S): N/A

STAFF RECOMMENDATION:
Staff recommends approval of the resolution.

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

Prepared by: Evann Martin, Assistant Planner
Return to: Evann Martin, Assistant Planner

RESOLUTION NO. 10-1023

RESOLUTION ACCEPTING TEMPORARY CONSTRUCTION EASEMENTS FOR MARCO PROPERTIES – 19TH STREET SEWER EXTENSION PROJECT

WHEREAS, the owners of the Marco Properties in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a temporary construction easement in connection with the extension of the 19th Street Sewer; and

WHEREAS, the City desires to accept the easements; and

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

That the Temporary Construction Easement are hereby accepted and approved by the City Council of the City of Grimes.

PASSED AND APPROVED this 10th day of October 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF GRIMES, IOWA, a municipal corporation (hereinafter called "City"), a temporary easement and right-of-way during the construction period under, over, on, through, across and within the real estate described on Exhibit A attached hereto (hereinafter called "Easement Area"), together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area, for the purpose of the City completing the SE SW 19th Street Sewer Project (the "Project").

This Easement shall be subject to the following terms and conditions:

1. PLANS AND SPECIFICATIONS. Grantor has reviewed the plans and specifications for the Project, and Grantor understands and consents to the work to be performed within the Easement Area, which shall include but not be limited to grading of property to allow for appropriate transition of property.

2. RESTORATION AND MAINTENANCE. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any maintenance of the land located within the Easement Area and that responsibility shall remain with Grantor. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.

3. ERECTION AND PLACEMENT OF STRUCTURES OR OBSTRUCTIONS PROHIBITED. Grantor shall not erect or permit any fence or other structure to be placed in the Easement Area without obtaining the prior written consent of the City, and the City is granted the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected within the Easement Area.

4. RIGHT OF ACCESS. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described.

5. LIABILITY. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage

or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. EASEMENT BENEFIT AND TERM. This Easement shall be for the benefit of the City, and shall terminate upon the completion and final acceptance of the Project by the City by Resolution of the City Council of the City.

7. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the 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 21st day of September, 2023.

GRANTOR:

By: Marco Properties

LeMar Koethe
By:

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 21 day of September, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared LeMar Koethe, 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.

Janice Scavo
Notary Public in and for the
State of Iowa
My commission expires: 12/8/23

JANICE SCAVO
Commission Number 756125
My Commission Expires
December 8, 2023

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

Signed this ____ day of _____, 2023.

_____
Rochelle Williams
City Clerk of City of Grimes, Iowa

Prepared by Jody Budde, 8191 Birchwood Court, Suite L, Johnston, IA 50131 • Phone: 515-254-1393

TEMPORARY EASEMENT

EXHIBIT 11-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF GRIMES
SE 19TH STREET SANITARY SEWER EXTENSION
PARCEL 11

PROPERTY OWNER:

MARCO PROPERTIES LLC
6000 DOUGLAS AVE. STE 210
DES MOINES, IA 50322
BOOK 19591, PAGE 178

LEGAL DESCRIPTION:

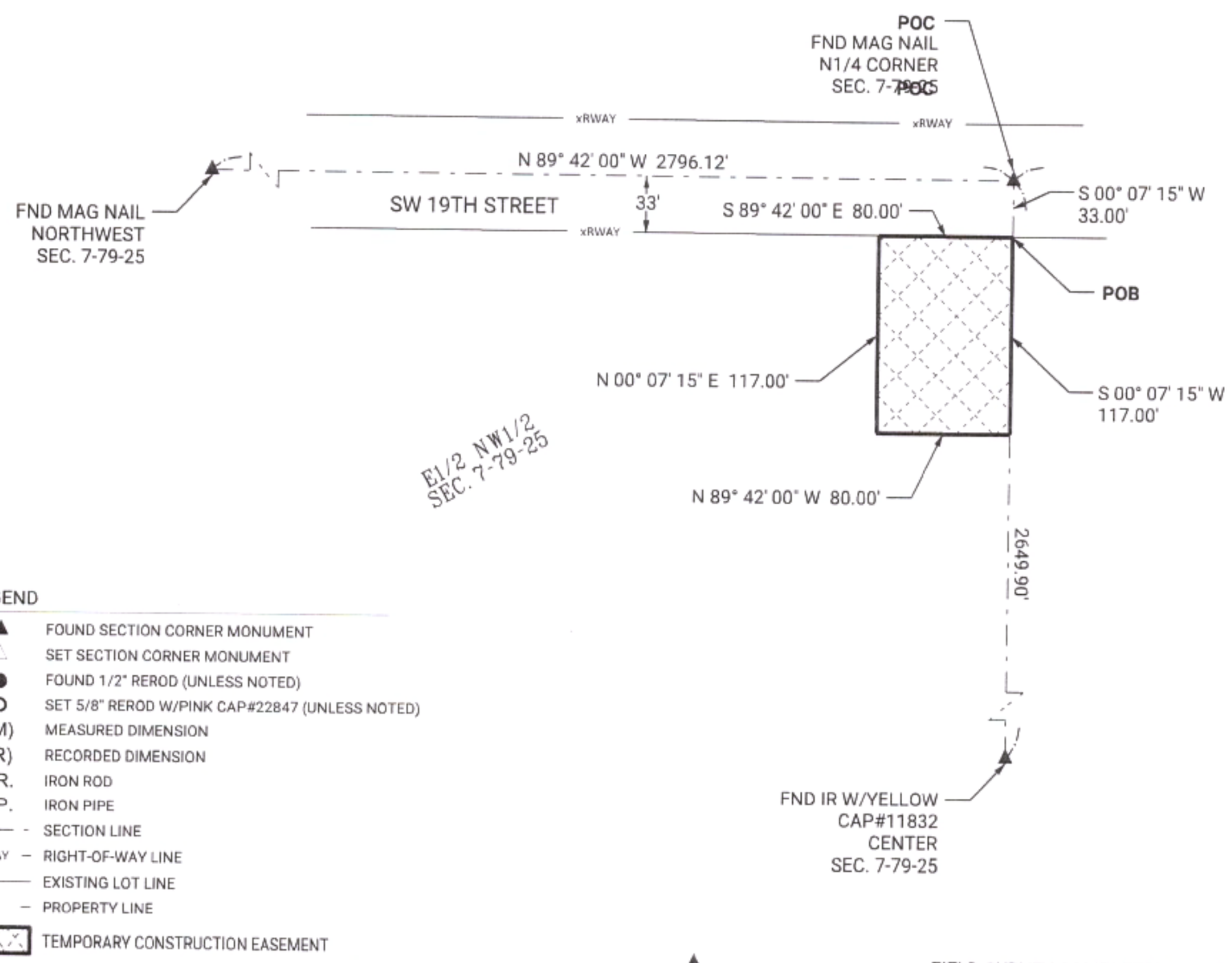
A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7, THENCE SOUTH 00° 07' 15" WEST, 33.00 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SW 19TH STREET, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 00° 07' 15" WEST, 117.00 FEET; THENCE NORTH 89° 42' 00" WEST, 80.00 FEET; THENCE NORTH 00° 07' 15" EAST, 117.00 FEET TO SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 89° 42' 00" EAST, 80.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 9,360 SQUARE FEET OR 0.21 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.

0 100
FEET



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- ● FOUND 1/2" REROD (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
- 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: 9/11/2023

Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L ✧ Johnston, IA 50131-2931
✧ Phone: 515-254-1393 ✧

SHEET
1 OF 1

CITY COUNCIL COMMUNICATION
Meeting Date: 10/10/2023

AGENDA ITEM: Resolution Approving Amended Professional Services Agreement – Fire Station Architectural Services SVPA

BACKGROUND: The City Council has prioritized the construction of a new Fire Station.

SVPA was previously awarded a contract for the design of the fire station.

Due to the change in location for the new fire station, SVPA has provided an amendment to the original agreement, increasing the fee by $12,400.00

BUDGETARY CONSIDERATIONS: $12,400 increased contract cost.

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): N/A

STAFF RECOMMENDATION: Approval

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

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

GRIMES RESOLUTION NO. 10-1123

RESOLUTION APPROVING AMENDED PROFESSIONAL
SERVICES AGREEMENT – FIRE STATION
ARCHITECTURAL SERVICES - SVPA ARCHITECTS, INC

WHEREAS, the City Council has prioritized the construction of a new Fire Station (the "Station"); and

WHEREAS, SVPA Architects, Inc. was approved by the City Council for architectural services ; and

WHEREAS, SVPA Architects, Inc has submitted to the City, an amendment to the original agreement, increasing the fee by $12,400, and

WHEREAS, the increased fee is necessary due to the change in site for the Station.

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

Section 1. The Amendment Document G802-2017 is here by approved.

Section 2. The Mayor is hereby authorized to execute the attached document on behalf of the City of Grimes.

PASSED AND APPROVED this 10th day of October 2023.

_____

Scott Mikkelsen, Mayor

ATTEST:

_____

Rochelle Williams, City Clerk

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Grimes Fire Station
200 N. James Street
Grimes, IA 50111

AGREEMENT INFORMATION:
Date: February 21, 2023

AMENDMENT INFORMATION:
Amendment Number: 001
Date: September 26, 2023

OWNER: *(name and address)*
City of Grimes

410 SE Main Street, Suite 102
Grimes, IA 50111

ARCHITECT: *(name and address)*
Savage-Ver Ploeg & Associates, Inc. dba
SVPA Architects Inc.
1466 28th Street, Suite 200
West Des Moines, IA 50266

The Owner and Architect amend the Agreement as follows:
1. Design services for schematic design site development of the existing Library site.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
ADD Twelve Thousand Four Hundred Dollars ($12,400).

Schedule Adjustment:
Construction Documents complete 05/01/24

SIGNATURES:

Savage-Ver Ploeg & Associates, Inc. dba SVPA Architects Inc.	City of Grimes
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
Robert T. Ormsby	
SIGNATURE	**SIGNATURE**
Robert T. Ormsby, AIA, LEED AP, Vice President/Secretary	Scott Mikkelsen, Mayor
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
September 26, 2023	
DATE	**DATE**

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User Notes: (3B9ADA53)

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 10/10/2023

AGENDA ITEM: Resolution Approving Offer to Purchase and Agreement – Norfolk Southern Railroad – 19th Street Sewer Extension

BACKGROUND: The City Council has awarded construction contracts for the extension of the SE/SW 19th Street Sanitary Sewer project.

It has been determined that certain easements from Norfolk Southern Railroad are necessary to facilitate the construction of the sewer.

BUDGETARY CONSIDERATIONS: $25,900 in acquisition costs

STRATEGIC PLANNING:
Prioritized: YES

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

BOARD/COMMISSION ACTION(S): N/A

STAFF RECOMMENDATION: Approval

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

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

RESOLUTION NO. 10-1223

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – SW/SE 19TH STREET SEWER EXTENSION – NORFOLK SOUTHERN RAILROAD

WHEREAS, the City of Grimes is developing plans to construct the SE/SW 19th Street Sewer Extension (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 10th day of October, 2023.

By:_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

DocuSign Envelope ID: 6FBCBC36-CFCE-424A-A818-567828C1FAF9

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. **7925-05-503-007, 7925-08-503-001, 7925-08-503-002, 7925-08-503-003, 7925-08-503-004**
COUNTY: **Polk**
PROJECT NO. **N/A**
PROJECT NAME: **19th Street Sewer Extension and Improvements**

TO: **Norfolk Southern**

On this 27th day of September, 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	_____
$ 25,900.00	on possession and conveyance	Within 30 Days of BUYER Approval

$ 25,900.00 **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	7,400	sq.ft.	$ 25,900.00
Temporary Easement(s)	6,000	sq.ft.	$ 0.00
Landscaping/Other			$ 0.00
Total			$ 25,900.00

Additional Damages None

DISTRIBUTION: ONE COPY RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

DocuSign Envelope ID: 6FBCBC36-CFCE-424A-A818-567828C1FAF9

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: None

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, tracks, etc.

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.

DocuSign Envelope ID: 6FBCBC36-CFCE-424A-A818-567828C1FAF9

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.

DocuSigned by:
X Kristi Blair
By: 697E46442D3E4C3... Kristi Blair
Marital Status: _____

X _____
By: _____
Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Georgia }
COUNTY OF Fulton } ss:

On this 9th day of October, A.D. 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Kristi Blair,

_____ 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) _____ (Sign in Ink)
E Huggins (Print/Type Name)
Notary Public in and for the State of Georgia

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)
_____
_____
_____

NOTARY PUBLIC GEORGIA
E HUGGINS
Notary Public
State of Georgia
Rockdale County
My Comm. Expires May 31, 2026

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 North, Range 25 West
Requestor:	City of Grimes
Proprietor:	Norfolk Southern RY
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 15-P1

PERMANENT CITY IMPROVEMENT EASEMENT BEING CONVEYED TO THE CITY OF GRIMES
SE 19TH STREET SANITARY SEWER EXTENSION
PARCEL 15

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN PART OF THE NORTHWEST QUARTER 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:

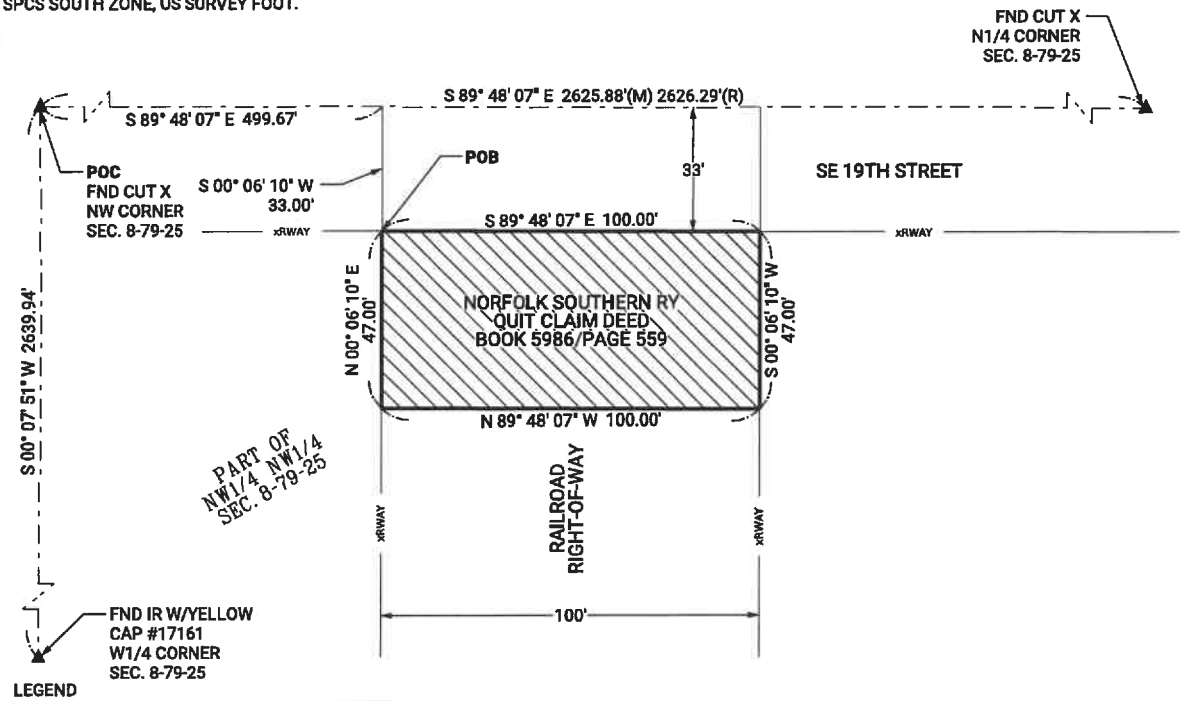
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 8, THENCE SOUTH 89° 48' 07" EAST, 499.67 FEET ALONG THE NORTH LINE OF SAID SECTION 8 TO THE WEST RIGHT-OF-WAY LINE OF THE FORMER CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE SOUTH 00° 06' 10" WEST, 33.00 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO 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, 100.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE EAST RIGHT-OF-WAY LINE OF SAID RAILROAD; THENCE SOUTH 00° 06' 10" WEST, 47.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 89° 48' 07" WEST, 100.00 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE NORTH 00° 06' 10" EAST, 47.00 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 4,700 SQUARE FEET OR 0.11 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.

PROPERTY OWNER:

NORFOLK SOUTHERN RY
650 W PEACHTREE STREET NW
ATLANTA, GA 30308
BOOK 5986, PAGE 559



LEGEND

▲	FOUND SECTION CORNER MONUMENT
△	SET SECTION CORNER MONUMENT
●	FOUND 1/2" REROD W/ORANGE CAP#18646 (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 CITY IMPROVEMENT EASEMENT

FIELD SURVEY COMPLETED: JUNE 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: 22847
My license renewal date is DECEMBER 31, 2024.
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: 8/10/2023

Foth
Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L ◆ Johnston, IA 50131-2931
◆ Phone: 515-254-1393 ◆

SHEET
1 OF 2

Index Legend	
Location:	SW1/4 Section 5, Township 79 North, Range 25 West
Requestor:	City of Grimes
Proprietor:	Norfolk Southern RY
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 15-P2

PERMANENT CITY IMPROVEMENT EASEMENT BEING CONVEYED TO THE CITY OF GRIMES
SE 19TH STREET SANITARY SEWER EXTENSION
PARCEL 15

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, 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:

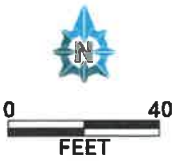
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 5, THENCE SOUTH 89° 48' 07" EAST, 499.67 FEET ALONG THE SOUTH LINE OF SAID SECTION 5 TO THE WEST RIGHT-OF-WAY LINE OF THE FORMER CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE NORTH 00° 06' 10" EAST, 60.00 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SE 19TH STREET, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00° 06' 10" EAST, 27.00 FEET ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 89° 48' 07" EAST, 100.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID RAILROAD; THENCE SOUTH 00° 06' 10" WEST, 27.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 89° 48' 07" WEST, 100.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

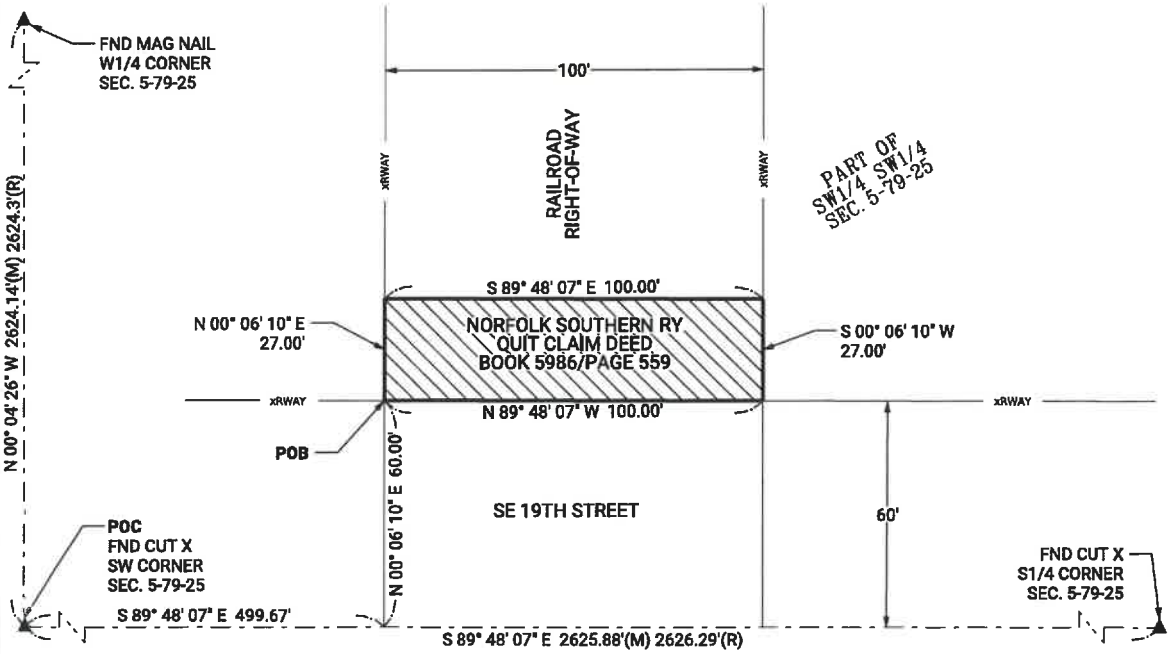
SAID TRACT CONTAINS 2,700 SQUARE FEET OR 0.06 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

PROPERTY OWNER:

NORFOLK SOUTHERN RY
650 W PEACHTREE STREET NW
ATLANTA, GA 30308
BOOK 5986, PAGE 559





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- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- ℄ PROPERTY LINE
- PERMANENT CITY IMPROVEMENT EASEMENT

FIELD SURVEY COMPLETED: JUNE 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: 22847
My license renewal date is DECEMBER 31, 2024.
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SURVEY FOR:
410 SE MAIN STREET
SUITE 102
GRIMES, IA 50111
PHONE: (515) 986-4050

FOTH PROJECT NO. 22G009-00 DATE: 8/10/2023

Foth
Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L ◆ Johnston, IA 50131-2931
◆ Phone: 515-254-1393 ◆

SHEET
1 OF 1

CITY COUNCIL COMMUNICATION
Meeting Date: 10/10/2023

AGENDA ITEM: Resolution Approving Offer to Purchase and Agreement – Horizon Advisors, LC – 19th Street Sewer Extension

BACKGROUND: The City Council has awarded construction contracts for the extension of the SE/SW 19th Street Sanitary Sewer project.

It has been determined that certain easements from Horizon Advisors, LC are necessary to facilitate the construction of the sewer.

BUDGETARY CONSIDERATIONS: $100,000 in acquisition costs

STRATEGIC PLANNING:
Prioritized: YES

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

BOARD/COMMISSION ACTION(S): N/A

STAFF RECOMMENDATION: Approval

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

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

RESOLUTION NO. 10-1323

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – SW/SE 19TH STREET SEWER EXTENSION – HORIZON ADVISORS, LC

WHEREAS, the City of Grimes is developing plans to construct the SE/SW 19th Street Sewer Extension (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 10th day of October 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. **7925-07-200-013,**
7925-07-200-011
COUNTY: **Polk**
PROJECT NO. **N/A**
PROJECT NAME: **19th Street Sewer Extension**

TO: **Horizon Advisors, LC**

On this ___ day of _____, 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 easement(s) to the real estate situated in Polk County, Iowa, and legally described on the attached **Easement Exhibit.** If accepted by SELLER, as evidenced by SELLER'S signature below, the parties' agreement, as follows, shall, except for consideration, be subject to the easement agreements contemplated herein:

1. **SELLER AGREES to sell and furnish to BUYER an easement(s), on form(s) furnished by Buyer and approved by Seller, and Buyer agrees to buy easements for the following real estate, hereinafter referred to as the premises as described on EXHIBIT A and which does not include buildings, improvements and other property. SELLER CONSENTS to any specification-compliant change of grade related to the project and accepts payment under this agreement**

2. **To be able to exercise its easement rights 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 and easement agreements. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data at its own risk and in accordance with its easement rights.**

3. **Buyer agrees to pay and SELLER AGREES to grant the easement rights on 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	Within 30 Days of BUYER Approval
$ 100,000.00	on execution of this agreement and the easements contemplated hereby	

$ 100,000.00 **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	**149,746 sq.ft.**	**$ 82,000.00**
Temporary Easement (s)	**157,626 sq.ft.**	**$ 18,000.00**
Landscaping/Other		**$ 0.00**
Total		**$ 100,000.00**

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: Lyle Peitzman (515-314-3363)**

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. Intentionally Omitted.

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. Intentionally Omitted.

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, to the best of its knowledge, there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein.

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 permit Buyer's exercise of its easement rights herein. If the exercise of Buyer's easement rights 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. Intentionally Omitted.

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. Along with the easement instruments, 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 _____ X _____

By: _____ By: _____ Marital Status: _____ Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT CAPACITY CLAIMED

BY SIGNER: STATE OF _____} **_ INDIVIDUAL**
COUNTY OF _____} ss: **_ CORPORATE**
Title(s) of Corporate Officer(s):

On this _ day of , A.D. 20_, before me, the undersigned, a Notary Public in and for said State, personally appeared ___

_____
,

_____ 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) **_____ (Sign in Ink)**
_____ (Print/Type Name)
Notary Public in and for the State of _____

BUYER'S APPROVAL

_____
Signed by: Scott Mikkelsen (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____}
COUNTY OF _____} ss:

__ 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)

_____
_____
_____

_____ Attested by: Rochelle Williams (Date)

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.

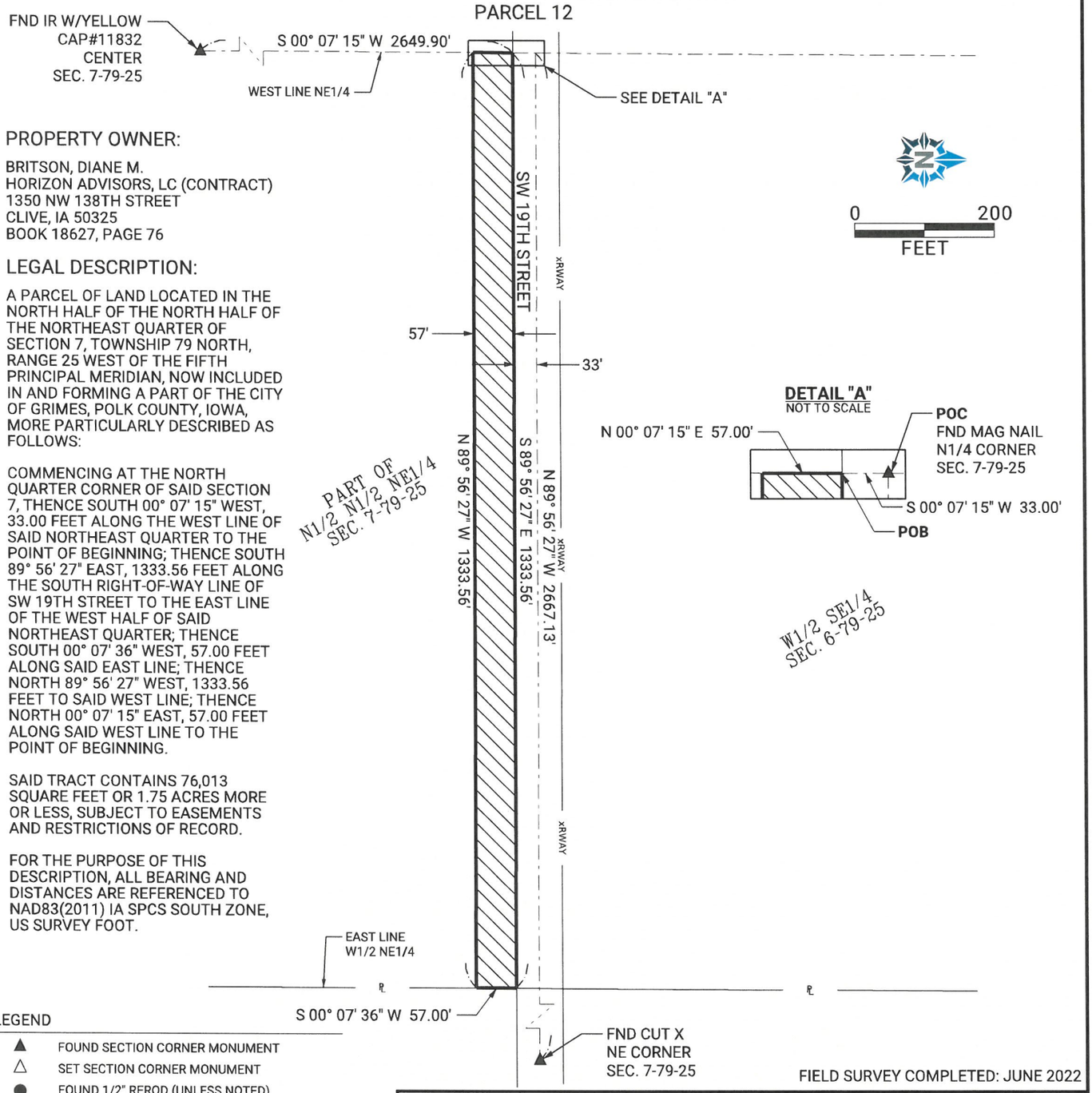
_____
Notary Public in and for the State of Iowa

Index Legend	
Location:	N1/2 N1/2 NE1/4, Section 7, T79N, R25W
Requestor:	City of Grimes
Proprietor:	Britson, Diane M. & Horizon Advisors, LC (Contract)
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 12-P

PERMANENT SANITARY SEWER EASEMENT BEING CONVEYED TO THE CITY OF GRIMES
SE 19TH STREET SANITARY SEWER EXTENSION
PARCEL 12



PROPERTY OWNER:

BRITSON, DIANE M.
HORIZON ADVISORS, LC (CONTRACT)
1350 NW 138TH STREET
CLIVE, IA 50325
BOOK 18627, PAGE 76

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, 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 7, THENCE SOUTH 00° 07' 15" WEST, 33.00 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING; THENCE SOUTH 89° 56' 27" EAST, 1333.56 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SW 19TH STREET TO THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE SOUTH 00° 07' 36" WEST, 57.00 FEET ALONG SAID EAST LINE; THENCE NORTH 89° 56' 27" WEST, 1333.56 FEET TO SAID WEST LINE; THENCE NORTH 00° 07' 15" EAST, 57.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 76,013 SQUARE FEET OR 1.75 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
	PERMANENT SANITARY SEWER EASEMENT

FIELD SURVEY COMPLETED: JUNE 2022

LICENSED PROFESSIONAL LAND SURVEYOR
JODY A. BUDDE 22847
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.

8-11-2023

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: 1 OF 1

SURVEY FOR:
410 SE MAIN STREET
SUITE 102
GRIMES, IA 50111
PHONE: (515) 986-4050

FOTH PROJECT NO. 22G009-00 DATE: 8/11/2023

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:	N1/2 N1/2 NE1/4, Section 7, T79N, R25W
Requestor:	City of Grimes
Proprietor:	Britson, Diane M. & Horizon Advisors, LC (Contract)
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 13-P

PERMANENT SANITARY SEWER EASEMENT BEING CONVEYED TO THE CITY OF GRIMES
SE 19TH STREET SANITARY SEWER EXTENSION
PARCEL 13

PROPERTY OWNER:

BRITSON, DIANE M.
HORIZON ADVISORS, LC (CONTRACT)
1350 NW 138TH STREET
CLIVE, IA 50325
BOOK 18627, PAGE 76

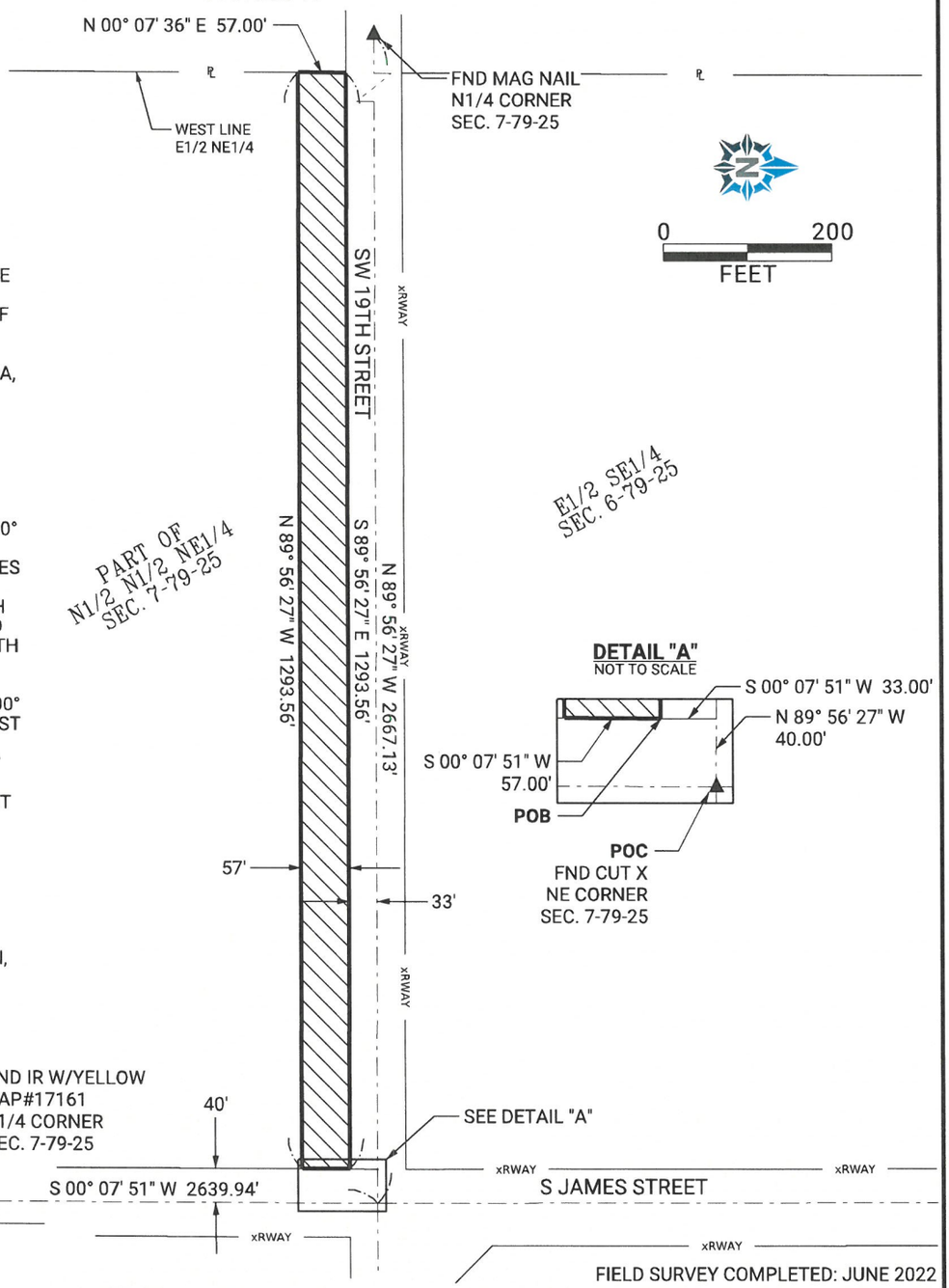
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, 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 NORTHEAST CORNER OF SAID SECTION 7, THENCE NORTH 89° 56' 27" WEST, 40.00 FEET ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00° 07' 51" WEST, 33.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF S JAMES STREET, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00° 07' 51" WEST, 57.00 FEET ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE NORTH 89° 56' 27" WEST, 1293.56 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER; THENCE NORTH 00° 07' 36" EAST, 57.00 FEET ALONG SAID WEST LINE TO THE SOUTH RIGHT-OF-WAY LINE OF SW 19TH STREET; THENCE SOUTH 89° 56' 27" EAST, 1293.56 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 73,733 SQUARE FEET OR 1.69 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
▨	PERMANENT SANITARY SEWER EASEMENT

FIELD SURVEY COMPLETED: JUNE 2022

LICENSED PROFESSIONAL LAND SURVEYOR
JODY A. BUDDE 22847
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.

8-11-2023

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: 1 OF 1

SURVEY FOR:
410 SE MAIN STREET
SUITE 102
GRIMES, IA 50111
PHONE: (515) 986-4050

FOTH PROJECT NO. 22G009-00 DATE: 8/11/2023

Foth
Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L ✧ Johnston, IA 50131-2931
✧ Phone: 515-254-1393 ✧

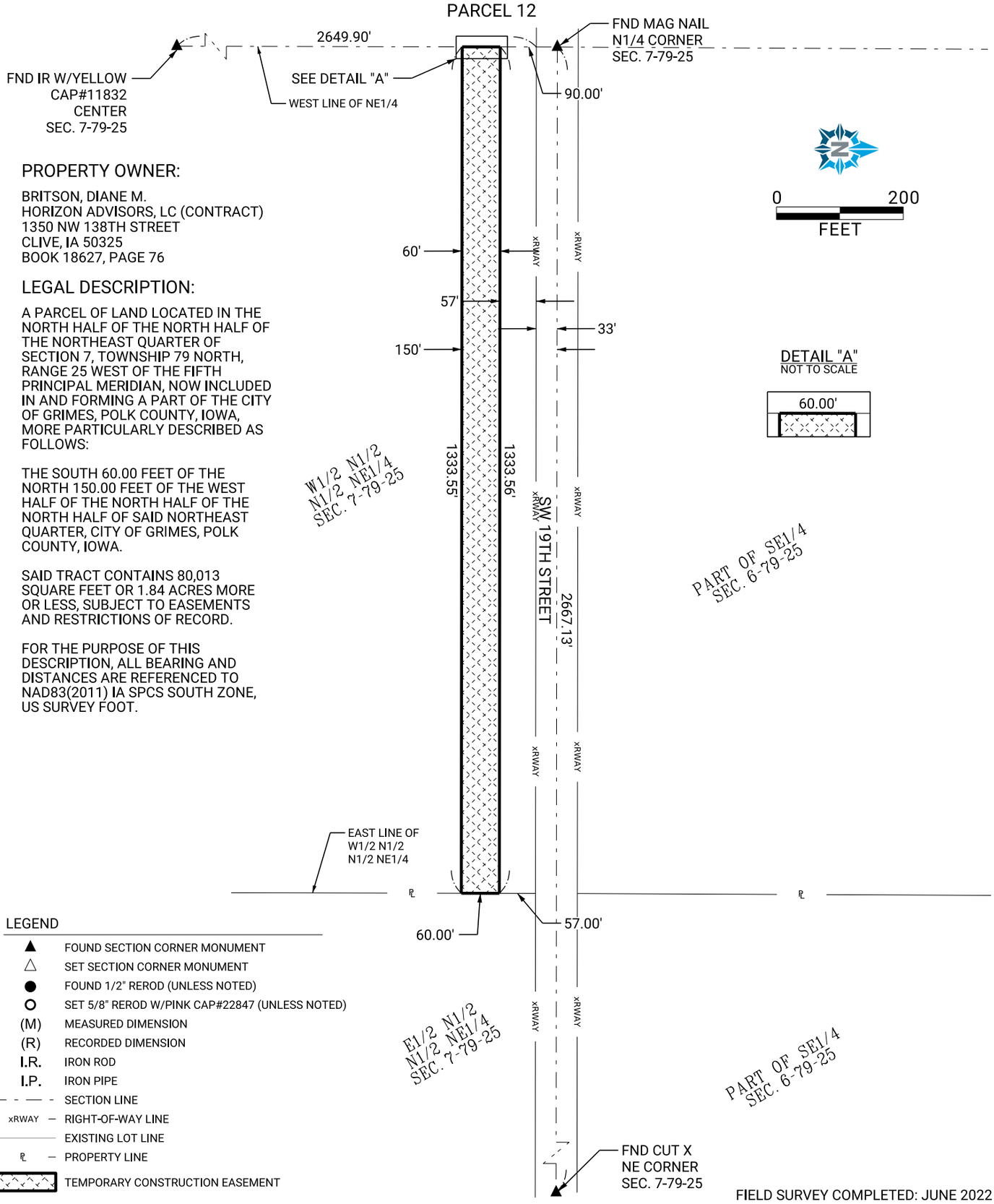
SHEET
1 OF 1

Prepared by Jody Budde, 8191 Birchwood Court, Suite L, Johnston, IA 50131 • Phone: 515-254-1393

TEMPORARY EASEMENT

EXHIBIT 12-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF GRIMES
SE 19TH STREET SANITARY SEWER EXTENSION
PARCEL 12



PROPERTY OWNER:

BRITSON, DIANE M.
HORIZON ADVISORS, LC (CONTRACT)
1350 NW 138TH STREET
CLIVE, IA 50325
BOOK 18627, PAGE 76

LEGAL DESCRIPTION:

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THE SOUTH 60.00 FEET OF THE NORTH 150.00 FEET OF THE WEST HALF OF THE NORTH HALF OF THE NORTH HALF OF SAID NORTHEAST QUARTER, CITY OF GRIMES, POLK COUNTY, IOWA.

SAID TRACT CONTAINS 80,013 SQUARE FEET OR 1.84 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
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(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

Prepared by Jody Budde, 8191 Birchwood Court, Suite L, Johnston, IA 50131 • Phone: 515-254-1393

TEMPORARY EASEMENT

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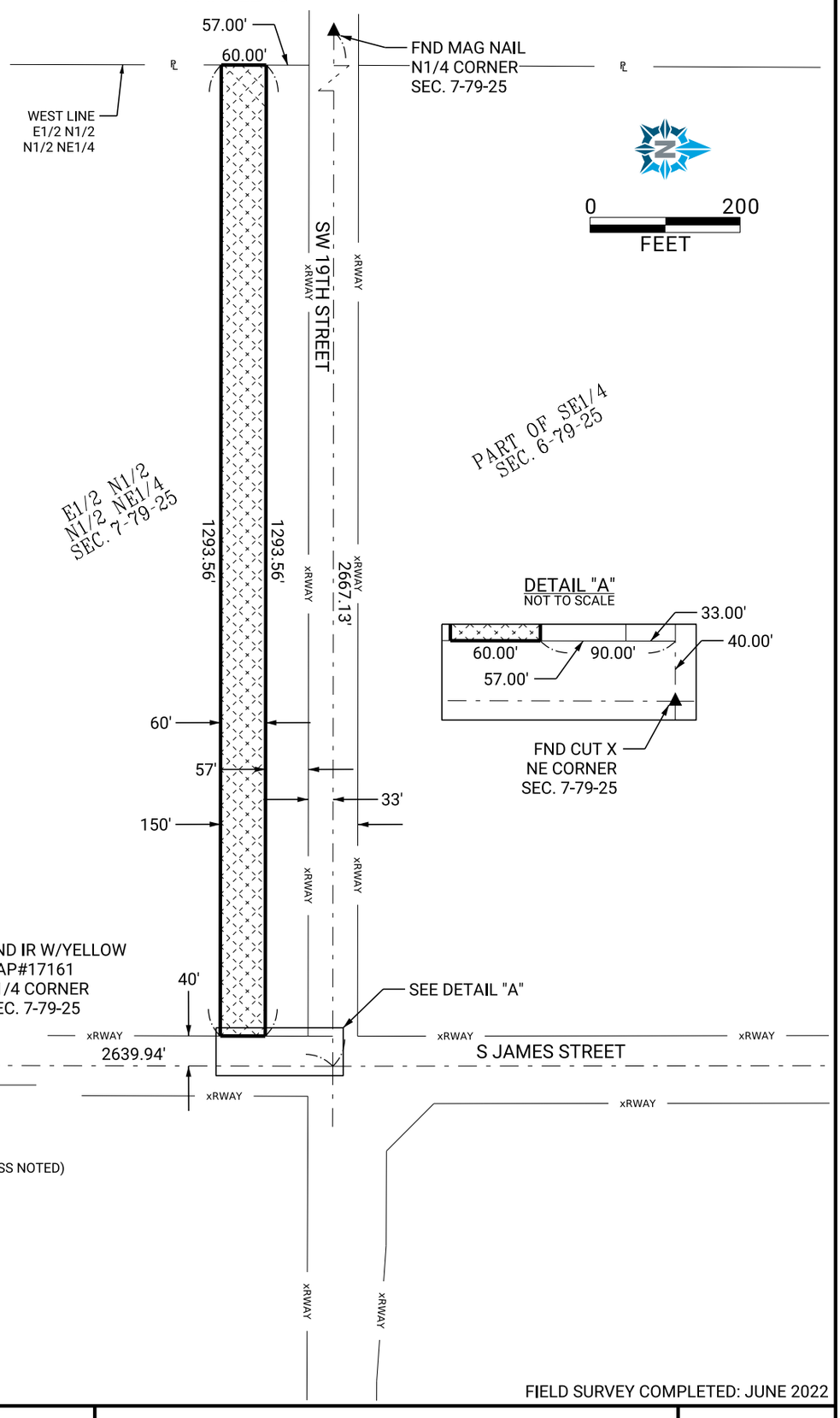
THE SOUTH 60.00 FEET OF THE NORTH 150.00 FEET OF THE EAST HALF OF THE NORTH HALF OF THE NORTH HALF OF SAID NORTHEAST QUARTER, EXCEPT THE EAST 40.00 FEET THEREOF, CITY OF GRIMES, POLK COUNTY, IOWA.

SAID TRACT CONTAINS 77,613 SQUARE FEET OR 1.78 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.



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	EXISTING LOT LINE
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	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

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 10/10/2023

AGENDA ITEM:
Resolution Approving Professional Services Agreement with OPG-3 Regarding Laserfiche Address Based Document Solution

BACKGROUND:
In 2020, the City of Grimes acquired a document storage and recovery solution titled Laserfiche. Since that time, the Development Services Department has not been utilizing the features and capabilities to their full extent.

With the expansion of the IT Department, staff have been able to better understand the opportunities, and have determined that it is necessary to move forward with the Address Based Document Storage Solution. Opg-3, who is our support client for Laserfiche have prepared a Statement of Work, outlining the process in which they will develop and implement the solution.

The total cost of the work will be $11,070.00

BUDGETARY CONSIDERATIONS:
$11,070 to be covered by operational funds set aside in the Development Servies budget.

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S): N/A

STAFF RECOMMENDATION:
Staff recommends approval of the resolution.

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

Prepared by: Evann Martin, Assistant Planner
Return to: Evann Martin, Assistant Planner

RESOLUTION NO. 10-1423

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH OPG-3 REGARDING LASERFICHE ADDRESS BASED DOCUMENT SOLUTION

WHEREAS, as the City of Grimes previously acquired a document storage and recovery solution, Laserfishce; and

WHEREAS, City staff have competed research as it relates to the deployment of an addressed based document storage solution (the "Solution"); and

WHEREAS, the City has asked OPG-3 to perform certain professional services relating to the development and deployment of the Solution (the "Services"); and

WHEREAS, the City of Grimes desires to enter into an agreement with respect to the Services.

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

That the agreement with OPG-3 entitled, "Statement of Work," regarding the Services be and is hereby approved and accepted by this City Council, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor to same.

PASSED AND APPROVED THIS 10th of October 2023.

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

OPG-3 | Content Management
Process Automation
Enterprise Transformation

Statement of Work

Address Based Filing

For: City of Grimes Iowa

September 20, 2023

Laserfiche®
Run Smarter®

OPG-3, Inc. | 8030 Old Cedar Ave, Suite 205
Bloomington, MN 55425 | 651.233.5075
www.opg-3.com

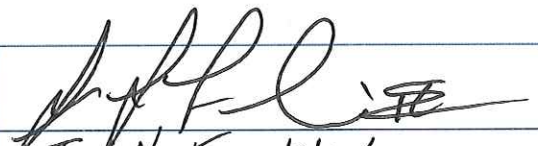
Statement of Work Approval

By signing this document, City of Grimes Iowa agrees that the proposed approach detailed in the following document satisfactorily addresses all items in scope for the project.

City of Grimes Iowa:

Signature	
Name	
Title	
Date	

OPG-3:

Signature	
Name	Ivan Franklin
Title	VP of Sales
Date	9/20/2023

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OPG-3: 2
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Statement of Work – Address Based Filing

This Statement of Work ("SOW") defines the professional services ("Services") that OPG-3 will provide for the City of Grimes Iowa (City of Grimes Iowa) in conjunction with the Address Based Filing ("Project"). This SOW will be a part of a Professional Services Agreement between OPG-3 and City of Grimes Iowa.

Project Scope and Objective

Here is the project summary

- Creation of a workflow to file address based files into a logical folder structure with standardized naming convention and associated metadata
- Creation of a management form to manage retention, document types, and folder structure
- Creation of a process to manage retention of documents
- Creation of a connection to GIS software or excel spreadsheet to populate address information

Change Management Process

It may become necessary to amend this SOW for reasons including, but not limited to, the following:

- Changes to the project schedule, scope or budget
- Changes in priorities (external or internal to the project) that impact the project
- Environmental or architectural impediments not previously identified
- Lack of access to personnel, facilities, or systems necessary to complete project as scoped

In the event that it is necessary to change this SOW, the following process will be followed:

A Project Scope Change Request (PSCR) will be used to communicate change. The PSCR must describe the change, the reasons for the change, and the effect the change will have on the project, which may include scheduling changes, pricing, etc. A PSCR will be initiated by OPG-3 but must be executed by both parties to make it effective and binding on the parties.

Identified Phases

The following Phases (major project areas) are included in the services. Phases will run in parallel where possible. **Estimated project timeline is 8 weeks based on the following:**

Phase	Number of Weekly Sprints
0. Project Setup, Kickoff and Prerequisites	1
1. Requirements, Design and Prototype	2
2. System Development	1
3. User Acceptance Testing	2
4. Push to Production	1
5. Knowledge Transfer and Transition to Support	1
Total	8

Projects are marked as "Active" and moved from the backlog into Phase 0 based on a combination of customer readiness, preferred start (and/or go-live) dates and team availability. In most cases, customer readiness is the determining factor. In order to get projects started quickly, OPG-3's ScrumMaster will send a project onboarding packet and follow up via phone to help determine readiness and confirm customer ability to complete the project prerequisites outlined in the next section of this SOW (Phase 0 – Project Setup, Kickoff and Prerequisites).

The estimated project timeline above is predicated on the assumption that the activities outlined in each phase can be completed within the estimated number of weekly sprints. This is largely dependent on customer availability and ability to complete any items assigned to them within that phase. The primary activities dependent on customer availability/task completion include:

- **Completion of project prerequisites (Phase 0)** – completion of prerequisites ensures the OPG-3 team can perform the necessary engineering work unimpeded. None of the activities outlined in Phases 3-5 will begin until Phase 0 has been completed.
- **Scheduling users for User Acceptance Testing (Phase 3)** – dedicating time to test the system using the test scripts provided by OPG-3, discussing issues during check-in calls, and signing off once testing is complete is critical to finalizing the implementation. OPG-3 will lead the initial testing session (onsite if possible) to facilitate user participation during this phase.
- **Scheduling and participating in training (Phase 5) –** once the system has been promoted to production, OPG-3 will provide user and admin training (onsite if possible) to ensure users are comfortable using the system.

Phase 0 – Project Setup, Kickoff and Prerequisites

Projects are completed most efficiently when core dependencies are identified early and cleared as Project Prerequisites. During the Project Setup process a list of prerequisites that could impede the project will be developed. A portion of the Project Kickoff meeting will be focused on discussing the prerequisites, identifying the resource(s) responsible for completing them and determining target dates for resolution.

Core Activities

- ☐ Project onboarded to Salesforce and Team sites as dictated by scope and complexity
- ☐ List of prerequisites developed and vetted by the Project Owner
- ☐ Project Kickoff presentation created, and meeting

Prerequisites

- ☐ Confirm remote access (VPN preferred)
- ☐ GIS connection information or address information spreadsheet
- ☐ Document type spreadsheet for address files

Deliverables

- ☐ Project Kickoff meeting
- ☐ Project prerequisites completed

Phase 0	Standard ($205/hour)	Project Management ($205/hour)	Est. Time to Complete	Total Price
Setup, Kickoff and Prerequisites	0	4	4	$820.00

Phase 1 – Requirements Gathering, Design and Prototype

Because most Laserfiche solutions involve changes to the way an organization works, it's not possible to make final decisions regarding requirements and design without context and understanding of the user experience. OPG-3 will rapidly prototype the user interface and solicit feedback through weekly Sprint Demos and use that feedback to finalized design and requirements.

Core Activities

- Develop and present solution prototype to get user feedback on foundational design considerations
- Create requirements backlog and plan implementation. The backlog (functional requirements) will define initial acceptance criteria for project deliverables

Deliverables

- Prototype solution
- Finalized project requirements
- Initial project schedule

Assumptions

- Initial project requirements are limited to phases currently in scope.
- The requirements and deliverable acceptance criteria may need to be adjusted based on continued requirements gathering throughout the project. Must approve in writing, which may be an email communication between the parties, any changes to acceptance criteria that would represent a material change to either the solution or its required effort

Phase 1	Standard ($205/hour)	Project Management ($205/hour)	Est. Time to Complete	Total Price
Requirements Gathering, Design and Prototype	12	2	14	$2,870.00

Phase 2 – System Development

Once project requirements and design have been finalized, OPG-3 will complete the back-end development to make the solution ready for User Acceptance Testing.

Core Activities

- Develop solution in test (or production) environment
- Weekly solution demonstrations and walkthroughs with project team (PM, SMEs and users as appropriate) to show progress and solicit feedback
- Develop test scripts to be utilized in Phase 3 - User Acceptance Testing

Deliverables

- System deployed in test (or production) environment, ready for User Acceptance Testing
- Test scripts to be utilized in Phase 3 – User Acceptance Testing

Assumptions

- OPG-3 project team members receive access to all necessary Client resources by the scheduled implementation start time in the project plan
- Personnel will be available to provide any assistance OPG-3 may need in the Client's environment
- Personnel attending solution demonstrations and walkthroughs are empowered to provide feedback that will affect overall design

Phase 2	Standard ($205/hour)	Project Management ($205/hour)	Est. Time to Complete	Total Price
System Development	16	4	20	$4,100.00

Phase 3 – User Acceptance Testing

Core Activities

- Identify end users that will participate in UAT
- Testing by OPG-3 and end-users (onsite if possible) using the test scripts developed in Phase 3
- Weekly check-in calls to review testing and discuss issues/deficiencies that have been identified
- Remediate any issues discovered during UAT until acceptance criteria are satisfied

Deliverables

- Identify end users that will participate in UAT
- Testing by OPG-3 and Client's end-users (onsite if possible) using the test scripts developed in Phase 3
- Weekly check-in calls to review testing and discuss issues/deficiencies that have been identified
- Remediate any issues discovered during UAT until acceptance criteria are satisfied

Core Assumptions

- Personnel will be available for UAT per a mutually agreed-upon schedule

Phase 3	Standard ($205/hour)	Project Management ($205 /hour)	Est. Time to Complete	Total Price
User Acceptance Testing	10	2	12	$2,460.00

Phase 4 – Promotion to Production

The OPG-3 project team will assist City of Grimes Iowa in promoting the solution from Test to Production. If City of Grimes Iowa prefers, and provides access, the OPG-3 project team can take the lead with City of Grimes Iowa personnel assisting.

Core Activities

- Develop promotion plan
- Delete testing data from environment system was developed in
- Migrate processes as needed
- Configure/enable email notifications
- Change test users to production users
- Functional testing of individual components, testing of solution using Test Scripts

Deliverables

- Laserfiche solution deployed in production and ready for end users
- Two weeks of Stabilization support after Promotion to Production

Assumptions

- The OPG-3 project team will continue to support the solution for two weeks after Promotion to Production while transferring support responsibilities to the OPG-3 Support Team

Phase 4	Standard ($205/hour)	Project Management ($205 /hour)	Est. Time to Complete	Total Price
Promotion to Production	2	0	2	$410.00

Phase 5 – Training, Knowledge Transfer and Transition to Support

Once the solution has been promoted to production and is ready for use, OPG-3 will provide training for users and administrators.

Core Activities

- Conduct user and administrator training (onsite if possible)
- Knowledge Transfer sessions with OPG-3 Support on solution for post-project support
- Finalize user and admin guides (documentation)

Deliverables

- Remote User and Administrative training
- User and admin guides

Assumptions

- Client will work with OPG-3 to help develop appropriate training materials for end-users
- Client will coordinate attendance of personnel for training sessions
- Training will occur throughout this project
- OPG-3 may deliver a final update to the System documentation prior to project closeout if such an update is necessary. This potential final System documentation update is not a deliverable of this Phase

Phase 5	Standard ($205/hour)	Project Management ($205/hour)	Est. Time to Complete	Total Price
Training, Knowledge Transfer and Transfer to Support	2	0	2	$410.00

City of Grimes Iowa Responsibilities

The following are City of Grimes Iowa's responsibilities for the Services.

1. City of Grimes Iowa will make available, and provide access to (e.g., within two to three business days), necessary personnel to ensure project success, including:
   a. A designated project manager to help schedule meetings, facilitate project governance, coordinate document requests, and other tasks.
   b. IT personnel such as system administrators, database administrators, or help desk.
   c. Subject matter specialists to provide information on City of Grimes Iowa's business processes.
   d. Personnel to execute the test scripts and document results for User Acceptance Testing ("UAT"). Personnel will be made available per the project schedule and plan.
2. City of Grimes Iowa will work with OPG-3 to provide any necessary technical resources and support. This includes:
   a. Providing requested documentation and acceptance of key deliverables within two to three business days. If City of Grimes Iowa does not respond in writing to OPG-3's request for acceptance within three business days of OPG-3's request, or City of Grimes Iowa's refusal of such approval within the three-day period is not reasonable, City of Grimes Iowa will be deemed to have accepted.
   b. Providing any access to the City of Grimes Iowa environment that the OPG-3 team will need to develop the solution.
3. City of Grimes Iowa will be responsible for providing all hardware and licensing all software components necessary for completing Services. This includes:
   a. Windows Server 2012R2 (or higher) and SQL Server Standard/Enterprise 2012 (or higher) licenses.
   b. SSL certificates for all servers that require them.
   c. Licenses for all software and systems on the City of Grimes Iowa network with which the Laserfiche system will integrate.

OPG-3 Responsibilities

The following are OPG's responsibilities for the Services.

1. OPG-3 will make available, and provide access to (e.g., within two to three business days), necessary personnel to ensure project success, including:
   - **a.** A designated project manager to help schedule meetings, facilitate project governance, coordinate document requests, provide status updates and other tasks.
   - **b.** Experienced OPG-3 engineering personnel.
   - **c.** Personnel to perform preliminary testing during development and prior to UAT. Personnel will be made available per the project schedule and plan.
2. OPG-3 will work with City of Grimes Iowa to provide any necessary technical resources and support. This includes escalating any issues to Laserfiche Support and Laserfiche Development as necessary.

Project Assumptions

1. The scope of the engagement will include the Services described in this SOW. Any additional scope requests will be provided in a separate SOW or change order.
   a. The Services will focus exclusively on Laserfiche and Laserfiche-related products to support the system and solution, except where explicitly noted in this SOW.
2. If after OPG-3's request for acceptance on project closeout, City of Grimes Iowa does not respond in writing within five business days, or City of Grimes Iowa's refusal of such approval in the five-day period is not reasonable, City of Grimes Iowa will be deemed to have accepted.

Professional Services Pricing

The table below represents the level of effort required for this project, including both onsite and offsite Professional Services work. This is a fixed-bid project. Non-programming work (Standard and Project Management) is billed at $205/h. This SOW is valid for 90 days and will expire on 11/25/2023.

Phase	Description	Rate	Est. Hours	Est. Cost
0	Setup, Kickoff and Prerequisites	$205	4	$820.00
1	Requirements Gathering, Design and Prototype	$205	14	$2,870.00
2	System Development	$205	20	$4,100.00
3	User Acceptance Testing	$205	12	$2,460.00
4	Promotion to Production	$205	2	$410.00
5	Training, KT and Transition to Support	$205	2	$410.00
		Totals	**54**	**$11,070.00**

Payment Plan

All Services will be performed in accordance with this mutually accepted SOW. To provide initial funding for the project an initial payment of 50% of the cost of the SOW will be billed upon execution of the document. The remaining balance of Services will be billed upon completion of Phase-4 Promotion to Production.

Invoices are due upon receipt. If the customer disputes any portion of an invoice, they will pay the undisputed portion when due.

In the event the project is impeded for a period of more than two weeks due to customer delays, OPG-3 will move the project to a parked status. Work will continue once the customer has notified OPG-3 that they are ready to resume work and the project has been onboarded during OPG-3's weekly (Thursday's) backlog grooming meeting.

Changes to the project scope or effort required to complete specific work items due to unforeseen complications or issues outside of OPG-3's control will go through the Change Management Process and will be approved by both parties.

Discovery Summary – City of Grimes

Customer	City of Grimes	
Process	Address Based Filing	
Users/Roles	***User/Role***	***Description***
	1. Alex Pfaltzgraff 2. Rob Fox	1. Dev Services Director 2. IT Director
Systems/Applications	***System/Application***	***Description***
	1. Laserfiche 2. GIS	1. DMS

Summary

The City of Grimes would like to implement OPG-3's Address based Menu solution. This structure will be broken up into three pieces: Address Related, Platting and Projects. Template fields and Document types related to each main folder will be provided by the City of Grimes. Ideally, Laserfiche will integrate directly with the Cities GIS for address lookups. If not, an exported list of address information can be provided for import.

A Document Type maintenance form will also be built to manage each individual folder. This form will manage retention information as well as parent folder structure for the document types.

CITY COUNCIL COMMUNICATION
Meeting Date: 10/10/2023

AGENDA ITEM: Resolution Accepting Public Improvements in Hope Commercial Plat 4

BACKGROUND:
The public improvements for sanitary sewer, storm sewer, water main, streets, and trails identified within the plat 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 Hope Commercial 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

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

RESOLUTION NO. 10-1523

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN HOPE COMMERCIAL PLAT 4

WHEREAS, approval of the final plat for Hope Commercial Plat 4 (the "Plat") has previously been given by the Grimes City Council; and

WHEREAS, the approved construction drawings 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 Hope Commercial Plat 4, including sanitary sewer, storm sewer, water main, and street and trail pavement are hereby accepted and incorporated into the respective sanitary sewer, storm sewer, water main, street, and trail systems in the City of Grimes.

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

PASSED AND APPROVED this 10th day of October 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
www.grimesiowa.gov

CERTIFICATE OF COMPLETION

Hope Commercial Plat 4

Grimes, Iowa

October 10, 2023

This is to certify that the construction improvements on Hope Commercial Plat 4 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: 10/10/2023

AGENDA ITEM:
Resolution Accepting Off-Site Easements Associated with Willow Hills North

BACKGROUND:
As part of the construction and platting of Willow Hills North Plat 1, off-site easements are needed to accommodate utility extensions and drainage for Plat 1 and future development to the east. The off-site easements are located on the property directly to the east of Plat 1, which is also owned by Willow Hills North, LLC. The off-site easements will be approved and recorded separately from the final plat for Willow Hills North Plat 1 so the easements can be referenced by book and page on the plat.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTION(S): N/A

STAFF RECOMMENDATION:
Staff recommends acceptance and approval of the Easements.

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. 10-1623

RESOLUTION ACCEPTING OFF-SITE EASEMENTS ASSOCIATED WITH WILLOW HILLS NORTH

WHEREAS, the owner of property described in Exhibit A located in the City of Grimes, Iowa (the "Property") has submitted to the City of Grimes public easements in connection with the development of said property and the property to the west; and

WHEREAS, the City of Grimes desires to accept the following easements:

1. Overland Flowage Easement
2. Sanitary Sewer Easement
3. Storm Sewer and Overland Flowage Easement
4. Temporary Utility Extension Easement; and

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

That the Overland Flowage, Sanitary Sewer, Storm Sewer and Overland Flowage, and Temporary Utility Extension Easements associated with Willow Hills North are hereby accepted and approved by the City Council of the City of Grimes.

PASSED AND APPROVED this 10th day of October 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

EXHIBIT A

The Northwest Quarter of the Northeast Quarter, Section 30, Township 80 North, Range 25 West of the 5th P.M.

OVERLAND FLOWAGE EASEMENT
(Recorder's Cover Sheet)

Preparer Information:
Ryan L. Haaland, 1601 Golden Aspen Drive, Suite 108, Ames, Iowa 50010; (515) 242-8969

Return Document to:
City of Grimes, 101 NE Harvey Street, Grimes, Iowa 50111

Name of Grantor:
Willow Hills North, LLC

Name of Grantee
City of Grimes, Iowa

Legal Description:
See Exhibit "A"

#3185614

OVERLAND FLOWAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, WILLOW HILLS NORTH, LLC, an Iowa limited liability company (the "Grantor"), in consideration of the sum of one dollar ($1.00), and other valuable consideration, in hand paid by the City of Grimes, Iowa, a municipal corporation in the County of Polk, State of Iowa (the "City" or "Grantee") receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City, a permanent easement under, through, and across the real estate depicted and described on Exhibit "A" hereto, which is incorporated herein by this reference (the "Easement Area").

That the above-described easement is granted unto the City for the purpose of the constructing, reconstructing, repairing, grading, improving, and maintaining the surface of said Easement Area designated above as overland flowage in a manner that will permit the free and unobstructed flow of surface water over and across the Easement Areas for the purpose of draining areas as, from time to time, determined by the City, and all subject to the following terms and conditions:

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City. Fences shall be permitted under, over, on, through, across or within the Easement Area with the approval of the appropriate required City permit but shall not require any other prior written consent from the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss,

damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Maintenance. The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.

9. Approval. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

10. Release of Dower & Homestead. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

11. Interpretation. 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.

12. Warranty of Title. Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[End of Agreement; Signature Pages & Exhibit Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 2 day of October, 2023.

Grantor: Willow Hills North, LLC

By: _____
Terry Lutz, Manager

STATE OF IOWA, COUNTY OF POLK, ss:

On this 2 day of October, 2023, before me, the undersigned, a Notary Public in and for said County and State personally appeared Terry Lutz, as Manager of Willow Hills North, LLC, an Iowa limited liability company, to me personally known, who being by me duly sworn, did say that such persons are executing the within and foregoing instrument and acknowledged that such persons executed the same as the voluntary act and deed of Willow Hills North, LLC, by it and by each voluntarily executed.

_____
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
ERIC BOHNENKAMP
Commission Number 842585
My Commission Expires
September 27, 2025

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

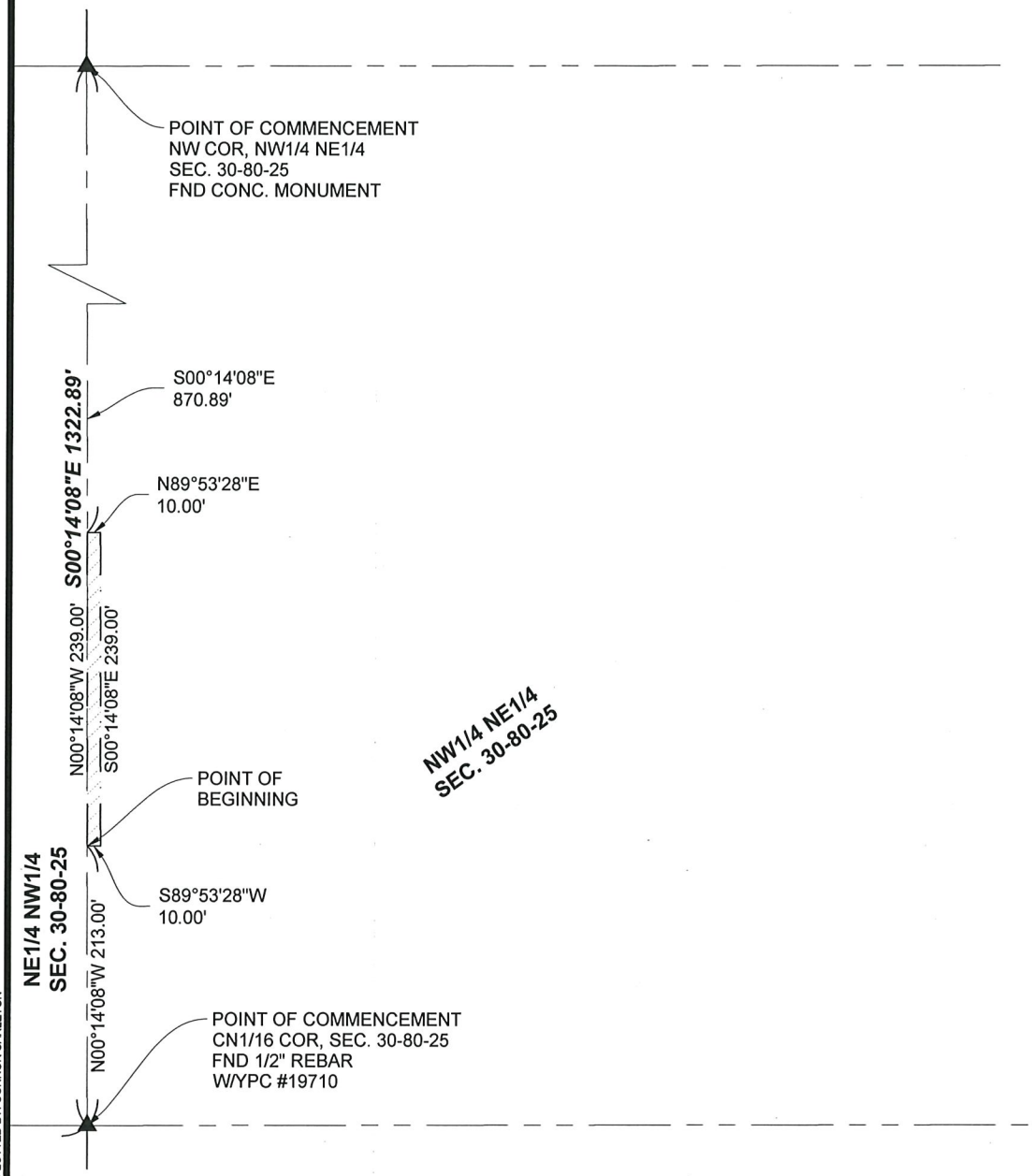
I, _____, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the _____ day of _____, 20__, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 20___.

_____
City Clerk of Grimes, Iowa

Exhibit "A"
Easement Area

EASEMENT EXHIBIT



LEGAL DESCRIPTION:

AN OVERLAND FLOWAGE EASEMENT BEING A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BEING A PART OF THE COUNTY OF POLK, STATE OF IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER NORTH SIXTEENTH CORNER OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30 N00°14'08"W, 213.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE N00°14'08"W, 239.00 FEET; THENCE DEPARTING SAID WEST LINE N89°53'28"E, 10.00 FEET; THENCE S00°14'08"E, 239.00 FEET; THENCE S89°53'28"W, 10.00 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS 2,390 SQUARE FEET.

N
NORTH

0 50 100
(IN FEET)
1 inch = 100 ft.

LEGEND

- PROPERTY LINE
- SECTION LINE
- ROW LINE
- EASEMENT AREA

McCLURE™
making lives better.

335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1361

REVISIONS

OVERLAND FLOWAGE EASEMENT EXHIBIT
GRIMES, IOWA
POLK COUNTY
210851
09/25/2023

ENGINEER	DRAWN BY
BECKER	CARLETON
SURVEYOR	CREW CHIEF
ZIMMERMAN	----

SKETCH NO.
EXH-01

DRAWING PATH: P:\210851\06-Drawings\Survey\210851_EASE.dwg PLOT DATE: 10/2/2023 10:03 AM PLOTTED BY: CONNOR CARLETON

SANITARY SEWER EASEMENT
(Recorder's Cover Sheet)

Preparer Information:
Ryan L. Haaland, 1601 Golden Aspen Drive, Suite 108, Ames, Iowa 50010; (515) 242-8969

Return Document to:
City of Grimes, 101 NE Harvey Street, Grimes, Iowa 50111

Name of Grantor:
Willow Hills North, LLC

Name of Grantee
City of Grimes, Iowa

Legal Description:
See Exhibit "A"

#3185614

SANITARY SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, WILLOW HILLS NORTH, LLC, an Iowa limited liability company (the "Grantor"), in consideration of the sum of one dollar ($1.00), and other valuable consideration, in hand paid by the City of Grimes, Iowa, a municipal corporation in the County of Polk, State of Iowa (the "City" or "Grantee") receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City, a permanent easement under, through, and across the real estate depicted and described on Exhibit "A" hereto, which is incorporated herein by this reference (the "Easement Area").

That the above-described easement is granted unto the City for the purpose of the City constructing, reconstructing, repairing, replacing, grading, improving, inspecting and maintaining a sanitary sewer, together with necessary appurtenances thereto, under, over, through, on, within and across said Easement Area, and subject to the following terms and conditions:

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Maintenance. The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.

9. Approval. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

10. Release of Dower & Homestead. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

11. Interpretation. 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.

12. Warranty of Title. Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[End of Agreement; Signature Pages & Exhibit Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 2 day of October, 2023.

Grantor: Willow ~~Hills North~~, LLC

By: _____
Terry Lutz, Manager

STATE OF IOWA, COUNTY OF POLK, ss:

On this 2 day of October, 2023, before me, the undersigned, a Notary Public in and for said County and State personally appeared Terry Lutz, as Manager of Willow Hills North, LLC, an Iowa limited liability company, to me personally known, who being by me duly sworn, did say that such persons are executing the within and foregoing instrument and acknowledged that such persons executed the same as the voluntary act and deed of Willow Hills North, LLC, by it and by each voluntarily executed.

_____
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
ERIC BOHNENKAMP
Commission Number 842585
My Commission Expires
September 27, 2025

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

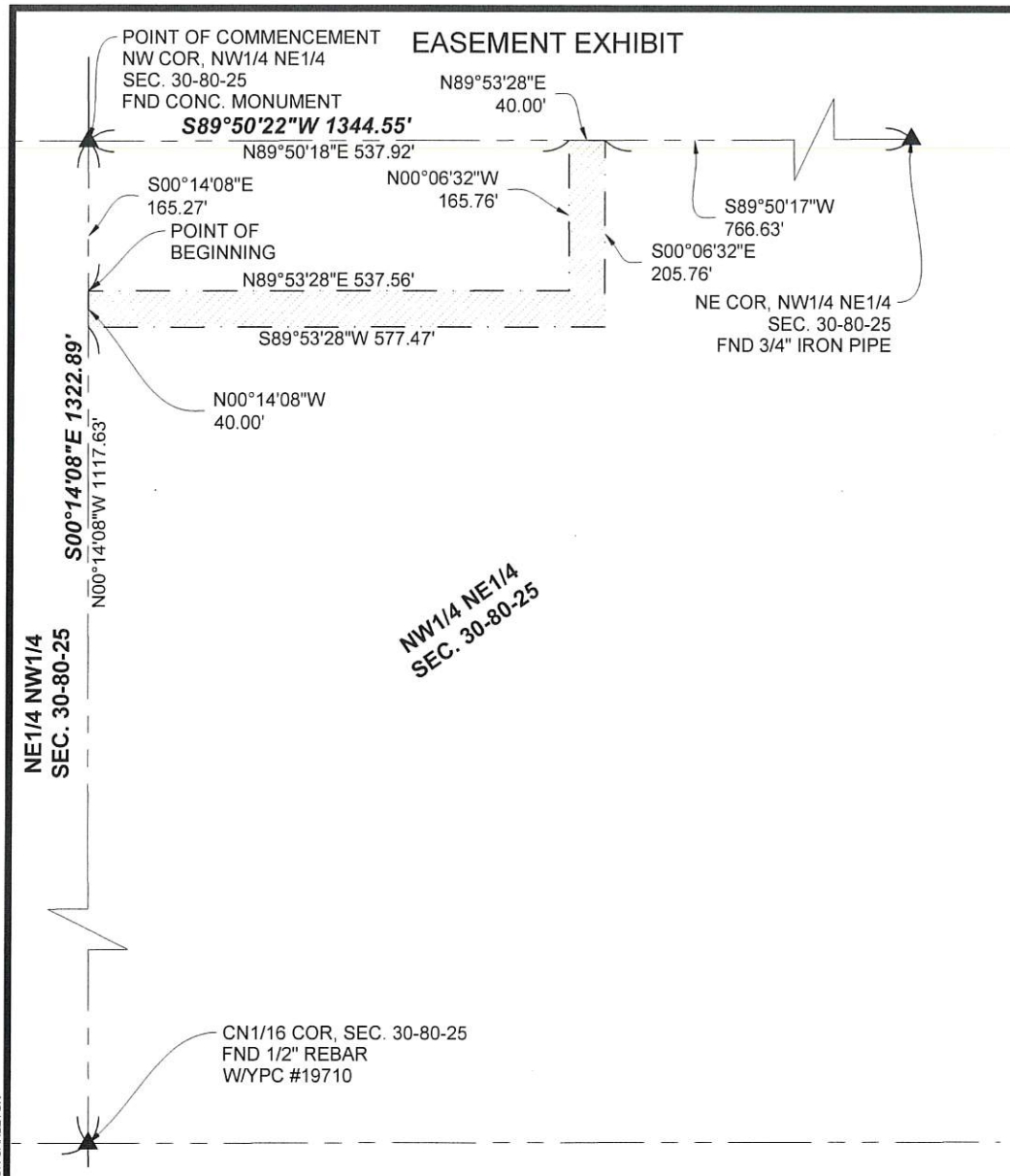
I, _____, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the _____ day of _____, 20__, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 20___.

_____
City Clerk of Grimes, Iowa

Exhibit "A"
Easement Area

EASEMENT EXHIBIT



LEGAL DESCRIPTION:

A SANITARY SEWER EASEMENT BEING A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BEING A PART OF THE COUNTY OF POLK, STATE OF IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEASTER QUARTER OF SECTION 30 S00°14'08"E, 165.27 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE N89°53'28"E, 537.56 FEET; THENCE N00°06'32"W, 165.76 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30; THENCE ALONG SAID NORTH LINE N89°53'28"E, 40.00 FEET; THENCE DEPARTING SAID NORTH LINE S00°06'32"E, 205.76 FEET; THENCE S89°53'28"W, 577.47 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30; THENCE ALONG SAID WEST LINE N00°14'08"E, 40.00 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS 29,731 SQUARE FEET.

N

NORTH

0 75 150

(IN FEET)
1 inch = 150 ft.

LEGEND

- PROPERTY LINE
- SECTION LINE
- ROW LINE
- EASEMENT AREA

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335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1361

REVISIONS

SANITARY SEWER EASEMENT EXHIBIT
GRIMES, IOWA
POLK COUNTY
210851
09/25/2023

ENGINEER	DRAWN BY
BECKER	CARLETON
SURVEYOR	CREW CHIEF
ZIMMERMAN	----

SKETCH NO.
EXH-01

DRAWING PATH: P:\210851\06-Drawings\Survey\210851_EASE.dwg PLOT DATE: 10/2/2023 10:03 AM PLOTTED BY: CONNOR CARLETON

STORM SEWER AND OVERLAND FLOWAGE EASEMENT
(Recorder's Cover Sheet)

Preparer Information:
Ryan L. Haaland, 1601 Golden Aspen Drive, Suite 108, Ames, Iowa 50010; (515) 242-8969

Return Document to:
City of Grimes, 101 NE Harvey Street, Grimes, Iowa 50111

Name of Grantor:
Willow Hills North, LLC

Name of Grantee
City of Grimes, Iowa

Legal Description:
See Exhibit "A"

STORM SEWER AND OVERLAND FLOWAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, WILLOW HILLS NORTH, LLC, an Iowa limited liability company (the "Grantor"), in consideration of the sum of one dollar ($1.00), and other valuable consideration, in hand paid by the City of Grimes, Iowa, a municipal corporation in the County of Polk, State of Iowa (the "City" or "Grantee") receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City, a permanent easement under, through, and across the real estate depicted and described on Exhibit "A" hereto, which is incorporated herein by this reference (the "Easement Area").

That the above-described easement is granted unto the City for the purpose of the City constructing, reconstructing, repairing, replacing, grading, improving, inspecting and maintaining a storm sewer, together with necessary appurtenances thereto, under, over, through, on, within and across said Easement Area, and for the constructing, reconstructing, repairing, grading, improving, and maintaining the surface of said Easement Area designated above as overland flowage in a manner that will permit the free and unobstructed flow of surface water over and across the Easement Areas for the purpose of draining areas as, from time to time, determined by the City, and all subject to the following terms and conditions:

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents

and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Maintenance. The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.

9. Approval. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

10. Release of Dower & Homestead. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

11. Interpretation. 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.

12. Warranty of Title. Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[End of Agreement; Signature Pages & Exhibit Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 2 day of October, 2023.

Grantor: Willow Hills North, LLC

By: _____
Terry Lutz, Manager

STATE OF IOWA, COUNTY OF POLK, ss:

On this 2 day of October, 2023, before me, the undersigned, a Notary Public in and for said County and State personally appeared Terry Lutz, as Manager of Willow Hills North, LLC, an Iowa limited liability company, to me personally known, who being by me duly sworn, did say that such persons are executing the within and foregoing instrument and acknowledged that such persons executed the same as the voluntary act and deed of Willow Hills North, LLC, by it and by each voluntarily executed.

_____
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
ERIC BOHNENKAMP
Commission Number 842585
My Commission Expires
September 27, 2025

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

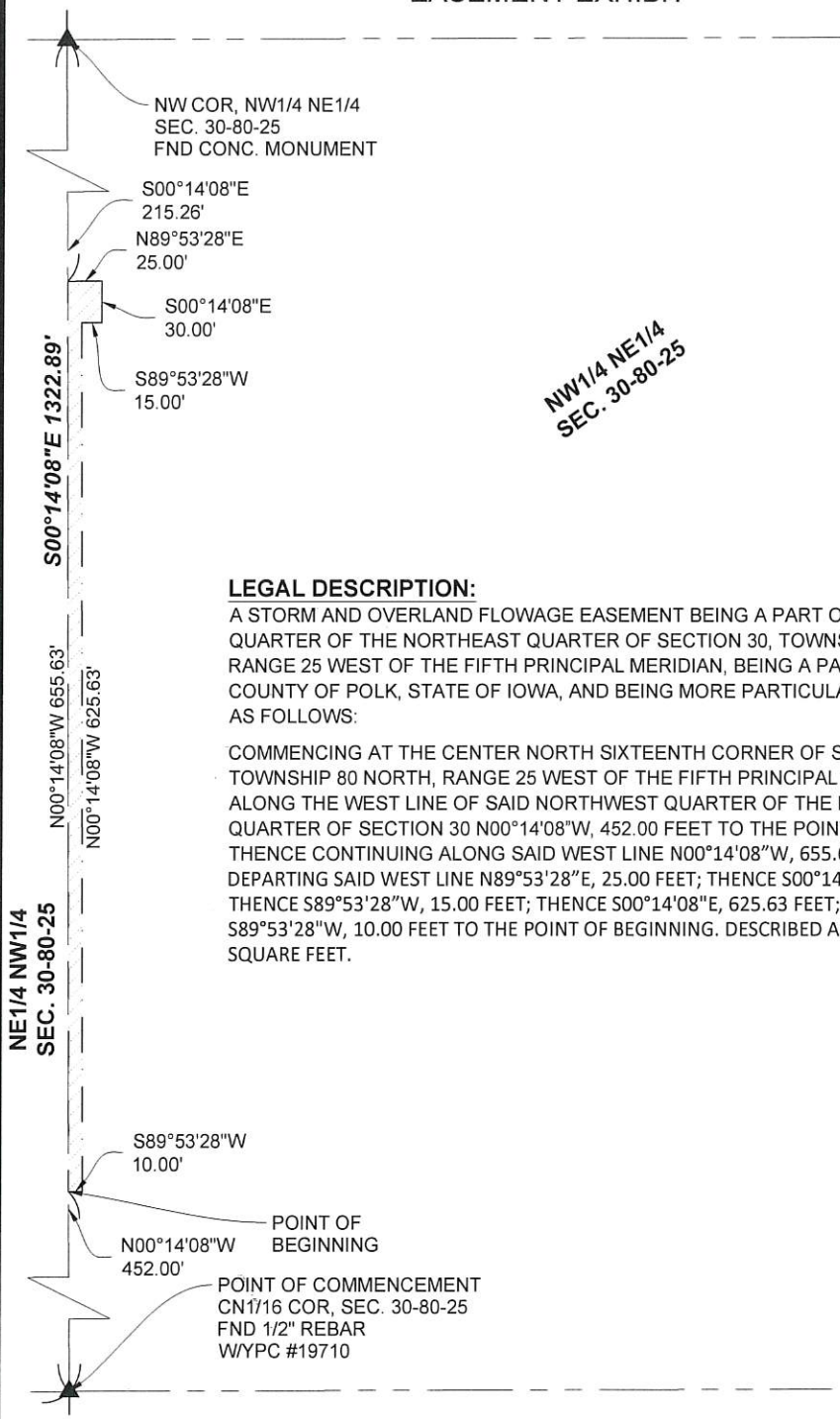
I, _____, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the _____ day of _____, 20__, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 20___.

_____
City Clerk of Grimes, Iowa

Exhibit "A"
Easement Area

EASEMENT EXHIBIT



LEGAL DESCRIPTION:

A STORM AND OVERLAND FLOWAGE EASEMENT BEING A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BEING A PART OF THE COUNTY OF POLK, STATE OF IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER NORTH SIXTEENTH CORNER OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30 N00°14'08"W, 452.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE N00°14'08"W, 655.63 FEET; THENCE DEPARTING SAID WEST LINE N89°53'28"E, 25.00 FEET; THENCE S00°14'08"E, 30.00 FEET; THENCE S89°53'28"W, 15.00 FEET; THENCE S00°14'08"E, 625.63 FEET; THENCE S89°53'28"W, 10.00 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS 7,006 SQUARE FEET.

N
NORTH

0 50 100
(IN FEET)
1 inch = 100 ft.

LEGEND

- PROPERTY LINE
- SECTION LINE
- ROW LINE
- EASEMENT AREA

DRAWING PATH: P:\210851\06-Drawings\Survey\210851_EASE.dwg PLOT DATE: 10/2/2023 10:03 AM PLOTTED BY: CONNOR CARLETON

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Ankeny, Iowa 50021
515-512-1361

REVISIONS

STORM SEWER & OVERLAND FLOWAGE EASEMENT EXHIBIT
GRIMES, IOWA
POLK COUNTY
210851
09/25/2023

ENGINEER	DRAWN BY
BECKER	CARLETON
SURVEYOR	CREW CHIEF
CARLETON	----

SKETCH NO.
EXH-01

TEMPORARY UTILITY EXTENSION EASEMENT
(Recorder's Cover Sheet)

Preparer Information:
Ryan L. Haaland, 1601 Golden Aspen Drive, Suite 108, Ames, Iowa 50010; (515) 242-8969

Return Document to:
City of Grimes, 101 NE Harvey Street, Grimes, Iowa 50111

Name of Grantor:
Willow Hills North, LLC

Name of Grantee
City of Grimes, Iowa

Legal Description:
See Exhibit "A"

TEMPORARY UTILITY EXTENSION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, WILLOW HILLS NORTH, LLC, an Iowa limited liability company (the "Grantor"), in consideration of the sum of one dollar ($1.00), and other valuable consideration, in hand paid by the City of Grimes, Iowa, a municipal corporation in the County of Polk, State of Iowa (the "City" or "Grantee") receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City, a permanent easement under, through, and across the real estate depicted and described on Exhibit "A" hereto, which is incorporated herein by this reference (the "Easement Area").

That the above described easement is granted unto the City for the purpose of the City constructing, reconstructing, repairing, grading, improving, and maintaining public utilities, on a temporary basis, including, but not limited to, natural gas, telephone, sanitary sewer, storm drainage, water mains, and other public utilities on a temporary basis, together with necessary appurtenances thereto, under, over, through, across and within said Easement Area, and subject to the following terms and conditions:

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss,

damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns. This easement shall terminate upon development of the easement area and grant of a permanent public utility easement therefor.

8. Maintenance. The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.

9. Approval. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

10. Release of Dower & Homestead. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

11. Interpretation. 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.

12. Warranty of Title. Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[End of Agreement; Signature Pages & Exhibit Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 2nd day of October, 2023.

Grantor: Willow Hills North, LLC

By: _____

Terry Lutz, Manager

STATE OF IOWA, COUNTY OF POLK, ss:

On this 2 day of October, 2023, before me, the undersigned, a Notary Public in and for said County and State personally appeared Terry Lutz, as Manager of Willow Hills North, LLC, an Iowa limited liability company, to me personally known, who being by me duly sworn, did say that such persons are executing the within and foregoing instrument and acknowledged that such persons executed the same as the voluntary act and deed of Willow Hills North, LLC, by it and by each voluntarily executed.

E Blumhardt
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
ERIC BOHNENKAMP
Commission Number 842585
My Commission Expires
September 27, 2025

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

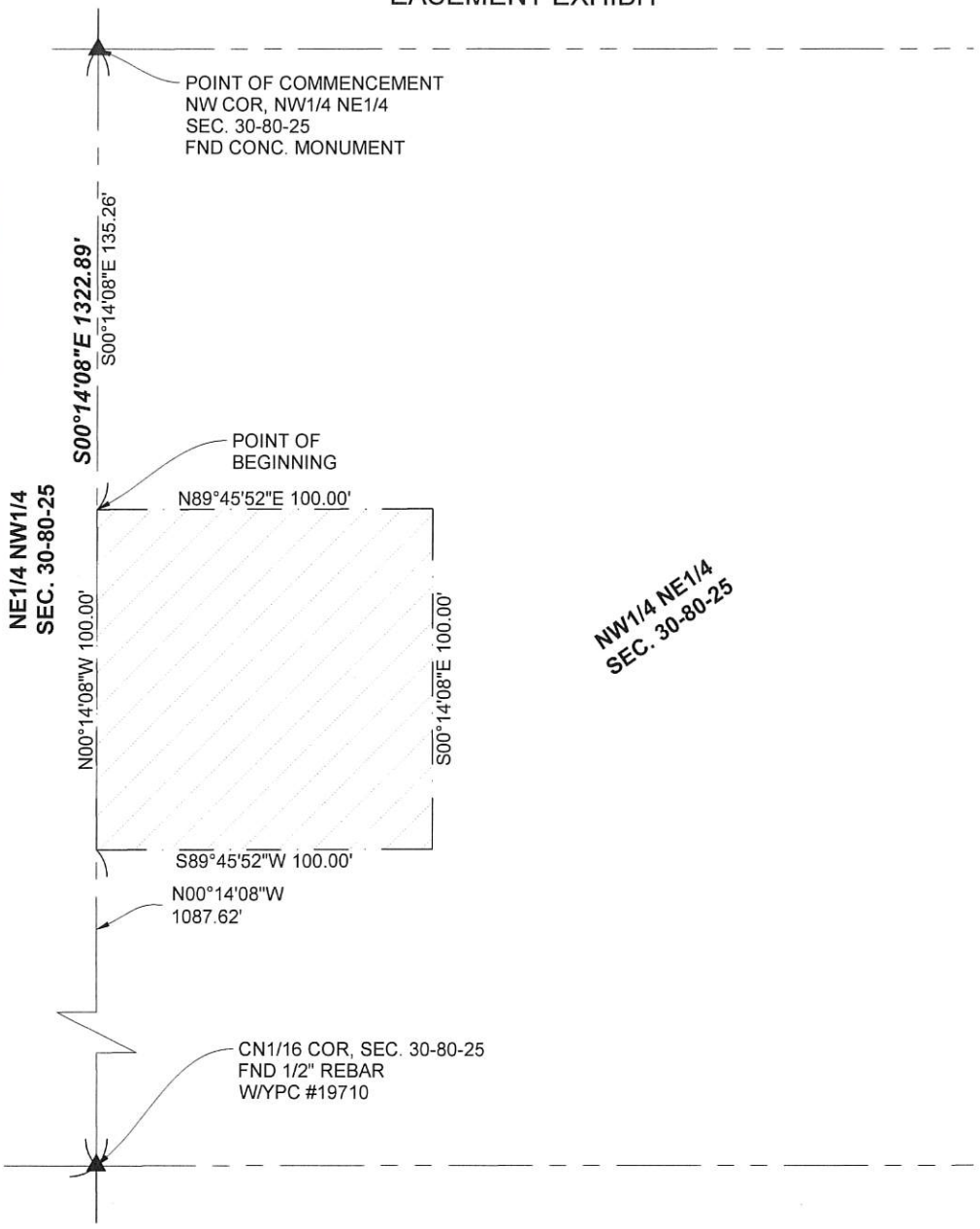
I, _____, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the _____ day of _____, 20__, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 20___.

_____
City Clerk of Grimes, Iowa

Exhibit "A"
Easement Area

EASEMENT EXHIBIT



LEGAL DESCRIPTION:

A TEMPORARY UTILITIES EXTENSION EASEMENT BEING A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BEING A PART OF THE COUNTY OF POLK, STATE OF IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEASTER QUARTER OF SECTION 30 S00°14'08"E, 135.26 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE N89°45'52"E, 100.00 FEET; THENCE S00°14'08"E, 100.00 FEET; THENCE S89°45'52"W, 100.00 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30; THENCE ALONG SAID WEST LINE N00°14'08"W, 100.00 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS 10,000 SQUARE FEET.

N
NORTH

0 20 40
(IN FEET)
1 inch = 40 ft.

LEGEND

- PROPERTY LINE
- SECTION LINE
- ROW LINE
- EASEMENT AREA

McCLURE™
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Ankeny, Iowa 50021
515-512-1361

REVISIONS

TEMPORARY UTILITIES EXTENSION EASEMENT EXHIBIT
GRIMES, IOWA
POLK COUNTY
210851
09/25/2023

ENGINEER	DRAWN BY
BECKER	CARLETON
SURVEYOR	CREW CHIEF
ZIMMERMAN	----

SKETCH NO.
EXH-01

DRAWING PATH: P:\210851\06-Drawings\Survey\C210851_EASE.dwg PLOT DATE: 10/2/2023 10:03 AM PLOTTED BY: CONNOR CARLETON

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of October 10, 2023

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Lot 2 of Chevalia Trace Plat 2.

SYNOPSIS: The owner of 205 NE 24th Court has requested approval to install a fence within the overland flowage easement easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the overland flowage.

FISCAL IMPACT:
N/A

PREVIOUS COUNCIL ACTION(S):
Approve overland flowage easement for Chevalia Trace Plat 2.

BOARD/COMMISSION ACTION(S):
N/A

STAFF/COMMITTEE RECOMMENDATION:
Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Lot 2 of Chevalia Trace Plat 2.

RESOLUTION NO. 10-1723

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE EASEMENT FOR
LOT 2 IN CHEVALIA TRACE PLAT 2
205 NE 24TH COURT

WHEREAS, the owners of Lot 2 in Chevalia Trace Plat 2 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 2 in Chevalia Trace Plat 2, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this 10th day of October 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 Chantal Herrera, 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 2 in Chevalia Trace Plat 2 (205 NE 24th Court), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

2. EXISTING EASEMENT. The Property Owner or Property Owner's predecessor in title, granted that certain overland flowage easement, dated June 12, 2012, recorded on July 6, 2012, in Book 14340, Page 146, 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 21 day of September, 2023.

PROPERTY OWNERS

Chantal Herrera

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 21 day of September, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chantal Herrera, 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
MOLLY MANNEL
Commission Number 849704
My Commission Expires
July 26, 2026

Molly Mannel

Notary Public in and for the
State of Iowa

My Commission expires July 26, 2026

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4’ chain link fence has been proposed to be constructed in an overland flowage easement, on Lot 2 of Chevalia Trace Plat 2 (205 NE 24th Court) in accordance to permit number FN-23-083.

RESOLUTION NO. 10-1823

RESOLUTION APPROVING REQUEST FOR STREET CLOSURE

WHEREAS, the Grimes City Code states the City Council shall either approve or disapprove requests for street closure;

WHEREAS, a request has come from a resident of Grimes who wishes to close the street for the purposes of a block party;

WHEREAS, city staff have reviewed the request and find no issues;

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

The attached (Exhibit A) request for street closure be approved.

PASSED AND APPROVED this 10th day of October 2023.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By:_____
Rochelle Williams, City Clerk

CITY OF GRIMES

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

Today's date: 10/2/2023

Name of Organizer/ Planner: Lisa Smith

Address: 309 SE 17th Court

City: Grimes State: IA Zip Code 50111

Phone: 515-202-4345 Alternate phone: 630-624-9480

Email: lisa.smith@indianola.k-12.ia.us

Date(s) / Time(s) for Event 10/14/23

Date: 10/14 Start Time: 10 ☒ AM ☐ PM End Time: 7:00 ☐ AM ☒ PM

Optional Rain Date (must fall within same weekend) 10/15/2023

Date: 10/15 Start Time: 10 ☒ AM ☐ PM End Time: 7:00 ☐ 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: entrance of cul de sac AND 17th Court

The Grimes City Council must approve all requests for street closures.

Please check all that apply:

- ☐ Erection of a tent or canopy
- ☐ Amplified sound (amplified music or band)
- ☒ Inflatables
- ☐ Food truck -

IMPORTANT: Portable equipment, or structures of any kind must not be located in the street to allow for emergency vehicle access if needed.

Fire Department Approval X JRC

Public Works Approval [signature] 10/3/23

Grimes City Council Approval _____

SE 17th St
My house
209 SE 17th St, Grimes, IA
Inflatable 30feet
will stick out 10ft into cul-de-sac
10ft
Inflatable 30 feet
will stick out 10 ft into Cul-de-sac
House
House

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

CITY COUNCIL COMMUNICATION
Meeting Date: 10/10/23

AGENDA ITEM: GrimesPlex Fiber Connection – Informal Award of Construction Contract.

BACKGROUND: The action that is in front of the council is to approve a resolution to accept a proposal for construction of the GrimesPlex Fiber Connection and authorize the Mayor to execute a construction contract. This project was sent out to 9 contractors that perform this type of construction work and bid on October 4, 2023 with the following results:

Commonwealth Electric	$57,803.50
Precision Underground Utilities, LLC	$73,673.30
Engineer's Estimated Cost	$85,816.00

The results from the bidding showed typical interest in this project for this type of work and the current bidding environment. The grouping of bids was decent with the low bidder being about $28,000 under the engineer's estimate. The low bidder is Commonwealth Electric of Des Moines, Iowa. City staff has worked with Commonwealth Electric before and feels they are capable of performing this work.

BUDGETARY CONSIDERATIONS: This project came in about $28,000 under the engineer's estimate and is in the current Capital Improvements Program for construction this year.

STRATEGIC PLANNING:
Prioritized: Yes

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

RESOLUTION 10-1923

A RESOLUTION ACCEPTING A PROPOSAL FROM COMMONWEALTH ELECTRIC IN THE AMOUNT OF $57,803.50 FOR THE CONSTRUCTION OF THE GRIMESPLEX FIBER CONNECTION PROJECT.

WHEREAS, the City of Grimes desires to extend the City's fiber network to the GrimesPlex facility buildings, and;

WHEREAS, a request for proposal was sent out to nine contractors specializing in this type of construction work, and;

WHEREAS, the results of the request for proposal are as follows:

Commonwealth Electric	$57,803.50
Precision Underground Utilities, LLC	$73,673.30
Engineer's Estimated Cost	$85,816.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grimes, Iowa, that the Proposal from Commonwealth Electric in the amount of $57,803.50 be accepted for the construction of the GrimesPlex Fiber Connection project and the Mayor be authorized to sign the construction Contract.

DATED this 10th day of October 2023.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

TABULATION OF BIDS

CITY OF GRIMES
GRIMES, IOWA
October 04, 2023 @ 10:30 AM

410 SE Main Street
Suite 102
Grimes, IA 50111
(515) 986-4050

Item No.	Description	Unit	Quantity	Engineer's Estimate Snyder & Associates		Commonwealth Electric Des Moines, IA		Precision Underground Utilities, LLC Cambridge, IA	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2" PVC/HDPE CONDUIT	LF	2200	$20.00	$44,000.00	$15.00	$33,000.00	$16.30	$35,860.00
2	FIBER OPTIC CABLE, 72-CT, SINGLE MODE	LF	5430	$3.50	$19,005.00	$2.35	$12,760.50	$2.50	$13,575.00
3	TRACER WIRE, #10 AWG	LF	4710	$1.50	$7,065.00	$0.40	$1,884.00	$1.35	$6,358.50
4	PULL TAPE	LF	4710	$0.60	$2,826.00	$0.25	$1,177.50	$1.08	$5,086.80
5	TYPE III, 24" X 36" PRECAST POLYMER-CONCRETE HANDHOLE	EA	2	$1,500.00	$3,000.00	$1,256.00	$2,512.00	$1,500.00	$3,000.00
6	FIBER OPTIC SPLICES	EA	24	$70.00	$1,680.00	$12.00	$288.00	$55.50	$1,332.00
7	FIBER OPTIC TERMINATIONS, LC STYLE	EA	72	$70.00	$5,040.00	$44.00	$3,168.00	$85.50	$6,156.00
8	SPLICE ENCLOSURE	EA	1	$800.00	$800.00	$912.00	$912.00	$850.00	$850.00
9	BUILDING TERMINATION ENCLOSURE	EA	3	$800.00	$2,400.00	$700.50	$2,101.50	$485.00	$1,455.00
	TOTAL BID PRICE				**$85,816.00**		**$57,803.50**		**$73,673.30**

Denotes math error on proposal

City Council COMMUNICATION
Meeting Date: 10/10/2023

AGENDA ITEM: Resolution Approving Equipment Transactions Pursuant to FY23 Budget

BACKGROUND: The City of Grimes Parks and Recreation Department is requesting the purchase of new equipment pursuant to the FY 23 budget.

Purchasing an Avant 760 articulating tractor for the Grimes Plex is vital in ensuring that each field is maintained in a neat and safe manner. The Avant would be mainly utilized in the sweeping and cleaning of the Grimes Plex. The Parks and Recreation Department would also purchase many other attachments including but not limited to, forks, bucket, blower, and street sweeper. All these attachments make the single unit Avant critical in day-to-day operations at not only the Grimes Plex but the North and South sports complexes as well. With the relocation of the facility management team from Public Works to Grimes Plex the quick availability of a machine to complete the tasks becomes more difficult. Purchasing the Avant 760 with attachments would alleviate that problem and ensure a safe and aesthetically pleasing environment at the various sports complexes. The approval of the Avant 640 w/ attachments has been approved by the Parks and Recreation Board and was previously approved by the City Council. After receiving the 640 series we discovered that the machine was adequate at completing the day-to-day tasks for the department but fell short in completing the more strenuous and "heavy duty" tasks we require to keep our complexes to the standards of the department. After many discussions the department would like to exchange the 640 for the 760 tractor. The overall price of the machine would increase by $22,392. The funding for the new 760 tractor would be utilizing the Parks CIP budget.

The purchase of the attachments for the Avant 760 would include forks, bucket, sweeper and blower. These attachments would be vital in ensuring the department maintains safe and aesthetically pleasing complexes throughout the city. The total cost of the attachments would be $17,998.64. This pricing would be utilizing the Sourcewell contract and has been budgeted to come out of the Parks and Recreation operating budget.

BUDGETARY CONSIDERATIONS: The requested equipment purchases were budgeted for in the FY 2023-2024 budget utilizing Sourcewell pricing, sole source and/or the (3) bid process.

The Avant 760 would be purchased for $94,032.80 utilizing the Parks CIP budget and Sourcewll #020223-AVT.

The Avant 760 Attachments would be purchased for $17,998.64 utilizing the Parks and Recreation Operating Budget and Sourcewell #020223-AVT.

STRATEGIC PLANNING:
Prioritized __X__YES _____NO

*High-Performing Organization/Exception Professional Services_X____

Prepared by: Alex Miller_____
Return to: Brian Becker_____

RESOLUTION APPROVING EQUIPMENT TRANSACTIONS PURSUANT TO FY24 BUDGET

Grimes Resolution No.10- **2023**

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**
Avant 760	Grimes Plex	$94,032.80
Avant 760 Attachments	Grimes Plex	$17,998.64
		$
TOTAL		$112,031.44

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 10th day of October 2023.

_____

Mayor Scott Mikkelsen

ATTEST:

_____

Rochelle Williams, City Clerk

City Tractor Co.

"Good Clean Deals"

JOHN DEERE

Oct 5, 2023

To: City of Grimes
GrimesPlex
Mr. Alex Miller

From: Andrew Buck, Sales
City Tractor Co.
North Liberty, IA

Re: Avant Pricing

1 – New Avant 760 Compact Loader – Sourcewell	$93,332.80
-400x50-15 Grass Tires	List: $Included
-GT Cab with Heat and A/C	List: $Included
-Contractor Package – Anti Slip, Hyd Quick Attach, Rear Side Weights	List: $Included
Efficiency Package – Attachment Switch Pack, work lites, Wheel hub tie downs	List: $Included
Block Heater	List: $Included
Smooth Drive	List: $Included
GT Premium Cab Package	List: $Included
-Includes Air Conditioning, Road Traffic light kit, Radio with Bluetooth, Suspension Seat	

Free Freight	
PDI/Set up	$ 450.00
Delivery	$ 250.00
Total	$94,032.80

City Tractor Co.

"Good Clean Deals"

JOHN DEERE

To: City of Grimes
GrimesPlex
Mr. Alex Miller

From: Andrew Buck, Sales
City Tractor Co.
North Liberty, IA

Re: Avant Pricing

1 – New Avant 47" Pallet Forks with Backstop	List: $1,310.00	Sourcewell: $1,152.80
1 – New Avant 1500 Collecting Broom	List: $12,244.00	Sourcewell: $10,774.72
1 – New Avant 63" General Bucket	List: $1,907.00	Sourcewell: $1,678.16
1 – New Avant Leaf Blower	List: $4,992.00	Sourcewell $4,392.96

Total Sourcewell $17,998.64