

Grimes City Council Agenda

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

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

Mission Statement

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

Grimes Meeting January 23, 2024 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:

<https://us06web.zoom.us/j/3787305851?pwd=Y2xpSUU2T3lxUUpkSmFtRVlmTjlyUT09&omn=85467741457>

Meeting ID: 378 730 5851
Passcode: 1234

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

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

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

rwilliams@grimesiowa.gov.

Meetings will be recorded

AGENDA ITEMS FOR JANUARY 23, 2024, AT 5:30 PM AT GRIMES COMMUNITY CENTER

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

4. Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)
- A. Resolution 01-0124 Approving Minutes from Previous Meeting
 - B. Resolution 01-0224 Claims Report \$10,719,061.07
 - C. Resolution 01-0324 Approving Bills and Quotes over \$10,000
 - D. Resolution 01-0424 Approving State of Iowa Alcohol Licenses
 - E. Resolution 01-0524 Approving Cigarette/Tobacco, Alternative Nicotine and Vapor Permit for 2024
 - F. Resolution 01-0624 Approving the Lease Agreement Between the City of Grimes and Crossroads Community Church
 - G. Filing and Receiving of Reports
 - H. Resolution 01-0724 Approving Supplement to 2023 Senior Bond Issuance Certificate of Des Moines Metropolitan Wastewater Reclamation Authority (WRA) Participating Community
 - I. Resolution 01-0824 Approving Consent and Agreement for Improvements Within Sanitary Sewer Easement for Lot 16 of Beaverbrooke West Plat 5 - 100 NW 10th Circle
 - J. Resolution 01-0924 Approving Consent and Agreement to Improvements Within Overland Flowage Easement for Lot 47 in Autumn Park Plat 5 - 400 NW Beechwood Drive
 - K. Resolution 01-1024 Approving Payments for Professional Services
 - a. Pay Request #14 Civil Design Advantage - GrimesPlex \$20,827.95
 - b. Pay Request #11 Foth Infrastructure & Environment - S James St. & SE 11th St. Improvements \$44,336.00
 - c. Pay Request #1 McClure Engineering - SE 41st St. & SE Park Dr. Extension \$5,872.59
 - d. Pay Request #3 IMEG - New Grimes Public Library- \$10,000
 - e. Pay Request #2 Foth Infrastructure & Environment - NW 8th St. & NE Park Dr. Speed Studies - \$17,798.50
 - f. Pay Request #15 Snyder & Associates - NE Destination Dr. & NE Beaverbrooke Blvd. Improvements - \$6,037.00
 - g. Pay Request #61 Veenstra & Kimm - WRA Grimes Connector - \$41,549.79
 - h. Pay Request SVPA Architects - \$61,542.09
 - i. Pay Request Allender Butzke Engineers Inc. - SW 19th Street Water Main \$ 3,498.06
 - j. Pay Request #15 Civil Design Advantage - GrimesPlex \$23,566.68
 - k. Pay Request #23 The Weitz Company, LLC - New Grimes Public Library \$20,889.86
 - l. Whitfield & Eddy Law - Legal services \$24,428.10
 - m. Bradshaw Fowler- Legal Services-New Library \$350.00

- n. Dorsey & Whitney, LLP- Legal Services-\$23,040.00
- L. Resolution 01-1124 Approving Capital Project Payment Requests
 - a. Pay Request #2 Absolute Concrete - S James St. & SE 11th St. Improvements \$782,466.64
 - b. Pay Request #5 Edge Commercial - GrimesPlex Buildings \$774,197.64
 - c. Pay Request #10 Edge Commercial - GrimesPlex \$1,098,940.08
 - d. Pay Request #12 Edge Commercial - Waterworks Park Improvements \$97,825.11
 - e. Pay Request #5 Howrey Construction - Iowa Highway 44 Trail Extension \$35,492.00
 - f. Pay Request #1 Preload - Ground Storage Reservoir \$183,673.95
 - g. Pay Request #2 Preload - Ground Storage Reservoir - \$261,015.35
 - h. Pay Request #1 Rognes Corporation - SW 19th St. Water Transmission Main \$1,086,606.05
 - i. Pay Request #15 Rognes Corporation - WRA Grimes Connector - Contract 3 - \$29,299.45
 - j. Pay Request #22 Shank Constructors - WRA Grimes Connector - Contract 4 - \$116,931.15
 - k. Pay Request #21 SJ Louis Construction - WRA Grimes Connector - Contract 1 - \$152,660.00
 - l. Payment #5 (Retainage) Des Moines Asphalt & Paving - NW 107th Street HMA Overlay - \$28,215.07
 - m. Pay Request #2 Iowa Signal - S James St. & SW/SE 19th St. Temporary Traffic Signalization \$2,375.00
 - n. Pay Request #3 Absolute Concrete - S James St. and SE 11th St. Improvements \$987,543.39
 - o. Pay Request #6 Edge Commercial - GrimesPlex Buildings \$459,547.61
 - p. Pay Request #2 Rognes Corporation - SW 19th St. Water Transmission Main \$466,597.38
 - q. Pay Request #30 (Retainage) Shank Constructors - Reverse Osmosis Water Treatment Plant - Phase 1 \$50,000.00
 - r. Pay Request #21 Van Maanen Electric - New Library \$3,667.83
 - s. Pay Request # 4- Des Moines Marble- New Library \$1,239.75
 - t. Pay Request #21 Graphite Group - New Library \$31,045.70
 - u. Pay Request # 14 Performance Contracting-New Library- \$1,138.72
 - v. Pay Request #5 Nehring Construction- New Library \$2,961.68
 - w. Pay Request #8 Sternquist- SE Trail Ridge Reconstruction \$39,254.16
- M. Resolution 01-1224 Approving Change Orders
 - a. Change Order #1 S.M. Hentges & Sons - SE/SW 19th St. Sanitary Sewer Extension - Increasing \$47,703.88

- b. Change Order #4 Edge Commercial - Waterworks Park Improvements - Increasing \$29,017.50
- c. Change Order #1 Absolute Concrete Construction - S James St. & SE 11th St. Improvements - Increasing \$18,580.00
- d. Change Order #4 Edge Commercial - GrimesPlex Buildings - Increasing \$8,319.53
- e. Change Order #5 Edge Commercial - GrimesPlex Buildings - Increasing \$49,966.00
- f. Change Order #1 Iowa Signal - S James St. & SW/SE 19th St. Temp. Traffic Signalization - Increasing \$2,500.00
- g. Change Order #2 Corell Contractors Inc - New Grimes Public Library - increasing contract \$27,831.80
- h. Change Order #2 Nehring Construction Inc - New Grimes Public Library- Increasing contract \$400.00
- i. Change Order #3 Des Moines Marble & Mantel Company - New Grimes Public Library increasing the contract \$1,825.00
- j. Change Order #5 Forrest & Associates - New Grimes Public Library increasing contract \$2,545.44
- k. Change Order #11 Graphite Construction Group, Inc - New Grimes Public Library increasing contract \$17,247.87
- l. Change Order #8 Van Maanen Electric Inc - New Grimes Public Library increasing contract \$4,310
- m. Change Order #6 The Weitz Company, LLC - New Grimes Public Library decreasing contract \$5,929.50
- n. Change Order #7 Performance Contracting Inc - New Grimes Public Library increasing contract \$10,857.46
- o. Change Order #2 Ideal Floors Incorporated - New Grimes Public Library increasing contract \$2,100
- p. Change Order #1 Miner Hardscapes - New Grimes Public Library increasing contract \$5,000
- N. Resolution 01-1324 Approving General Property and Liability Insurance Payment to Iowa Communities' Assurance Pool For 2024 Calendar Year \$517,967.00
- O. Resolution 01-1424 Appointing Board and Commission Members for 2024
- P. Resolution 01-1524 Adopting the City of Grimes Amended Fee Schedule for 2024
- Q. Resolution 01-1624 Accepting Public Improvements in the Rock Creek Public Construction Drawings
- R. Resolution 01-1724 Accepting the NW 107th Street HMA Overlay
- S. Resolution 01-1824 To Retrofit Vehicle in Fleet
- T. Resolution 01-1924 Approve Purchase of John Deere Flex Wing Rotary Cutter
- U. Finance Report for December 2023

- V. Resolution 01-2024 Approving Farm Tenant Crop Loss Agreement - Ed Shafer
 - W. Resolution 01-2124 Approving Farm Tenant Crop Loss Agreement - Matt Shafer
 - X. Resolution 01-2224 Approving Farm Tenent Crop Loss Agreement for Dan Knoll
 - Y. Resolution 01-2324 Approving Memorandum of Understanding for the Central Iowa Code Consortium
 - Z. Resolution 01-2424 Reallocating Special Assessment – Meredith Drive Improvements Day Property
 - AA. Resolution 01-2524 Approving Hope Timber and Autumn Park Development Agreement

 - BB. Resolution 01-2624 Approving Equipment Transactions Pursuant to FY24 Budget
 - CC. Resolution 01-2724 Approving the North and South Complex Field Rental Process for DCG Athletic Clubs
 - DD. Resolution 01-2824 Accepting the Reverse Osmosis Water Treatment Plant - Phase 1
 - EE. Resolution 01-2924 to Amend Contract for Professional Services with MSA Professional Services, Inc. for SE Little Beaver Dr. & SE 4th - 6th Streets Water Main
 - FF. Resolution 01-3024 Approving a Professional Services Agreement with Nilles Associates, Inc. for the Lions Park Improvements Survey
 - GG. Resolution 01-3124 Approving a Professional Services Agreement with Nilles Associates, Inc. for the SW 19th St. & SW Jazzwood Dr. and Traffic Calming Improvements Survey
 - HH. Resolution 01-3224 Approving the Splash Pad Sculpture Lions Club Sponsorship Agreement
 - II. Resolution 01-3324 Approving Personnel Transactions
 - JJ. Resolution 01-3424 Adopting Amendments to Employee Handbook
 - KK. Resolution 01-3524 Approving Purchase of Larue D40 Loader-Mounted Snowblower
 - LL. Resolution 01-3624 Resolution Authorizing the Disposal of Equipment
 - MM. Resolution 01-3724 to Enter into Service Contract with NEOGOV for Insight, Onboard, Governmentjobs.com, Single Sign-on (SSO) for Calendar Years 2024 and 2025
5. **Public Forum**
“People wishing to address the Council need to sign up on the sheet which has been provided on the table near the door. Each person will be allowed three minutes from the podium and may address no more than two issues per Grimes Rules of Procedure for Conduct of City Business – May 2005.”

PUBLIC AND COUNCIL AGENDA ITEMS

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

1. CATCH Des Moines Annual Presentation - Greg Edwards, President and CEO
2. Resolution 01-3824 Approving the Fiscal Year 2023 Auditor Report- Denman & Company, LLP
3. Ordinance Amending the Grimes Code of Ordinances Section 41.12 Regulating Dates and Times Permitted for Discharging Fireworks
 - A. Public Hearing on Ordinance 785 Amending the Grimes Code of Ordinances Section 41.12(C)(3) and 41.12 (E)(2) regulating the dates and times in which consumer fireworks and novelties may lawfully be discharged.
 - B. First Reading of Ordinance 785 Amending Grimes Code of Ordinance Section 41.12. to make it consistent with the proposed changes as to permitted dates and time to discharge, including the fine provisions under Section 41.12(E). In addition, the change eliminated the need for a subsection (a) and (b) under section 3, and the permitted dates and times may be included in section 3.
4. Approving Project and Authorizing Acquisition by Eminent Domain for NW County Line Road Watermain Project
 - A. Public Hearing on Project and Authorizing Acquisition by Eminent Domain for NW County Line Road Watermain Project
 - B. Resolution 01-3924 Approving Project and Authorizing Acquisition by Eminent Domain for NW County Line Road Watermain Project
5. First Amendment for Fiscal Year 2023-2024 Budget
 - A. Public Hearing on First Amendment for Fiscal Year 2023-2024 Budget
 - B. Resolution 01-4024 Approving the First Amendment to the Fiscal Year 2023-2024 Budget
6. Resolution 01-4124 Approving Final Plat for Willow Hills North Plat 1 and Certain Related Agreements and Easements.
7. 2023 CIPP Lining Program
 - A. Public Hearing on Plans, Specifications, Form of Contract and Estimate of Cost for the 2023 CIPP Lining Program Project
 - B. Resolution 01-4224 Adopting Plans, Specifications, Form or Contract and Estimate of Cost for the 2023 CIPP Lining Program
 - C. Resolution 01-4324 Making Award of Construction Contract for the 2023 CIPP Lining Program
 - D. Resolution 01-4424 Authorizing Construction Contract and Bond for the 2023 CIPP Lining Program
8. Hope Plaza 3 Site Plan
9. Resolution 01-4524 Approving Amended Final Plat of Town of Grimes Plat 2 and Certain Related Agreements and Easements
10. 212 SE Main Street Site Plan
11. Approving Grimes Public Work Site Plan Amendment
12. Resolution 01-4624 Conditionally Authorizing the Inclusion of the City of Grimes, Iowa as a Founding Agency of Central Iowa Water Works; Conditionally Approving the Central Iowa Water Works 28E/28F Agreement; Fixing Date for Public Hearing on

Transfer of Interest in Real Property; and Conditionally Authorizing the Execution of the Central Iowa Water Works Operating Contract by Grimes.

13. Northwest Territory Area Plan Discussion
14. Destination Drive Area Plan Discussion

ADJOURNMENT

RESOLUTION 01-0124 APPROVING THE GRIMES CITY COUNCIL MINUTES

Grimes Resolution No. 01-0124

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, 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, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, to recommend approval of the attached (Exhibit A) minutes.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

CITY COUNCIL MEETING/WORKSHOP
Tuesday, December 12, 2023

The Grimes City Council Meeting was held in-person and Via Zoom. The meeting was called to order by Mayor Mikkelsen, December 12, 2023, at 5:33 p.m. at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa. The Pledge of Allegiance was led by Mayor Mikkelsen.

ROLL CALL

Present: Mayor Mikkelsen, Council Members- Andrew Borcharding, Laurie DePhillips, and Ryan Burger, Council Member David Gisch Via Zoom. Absent- Council Member Eric Johansen.

AGENDA ITEMS

APPROVAL OF THE AGENDA

Mayor Mikkelsen asked for approval of the agenda.

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

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

CONSENT AGENDA

A. Resolution 12-0123 Approving the Grimes City Council Minutes B. Resolution 12-0223 Claims Report \$5,584,733.58 C. Resolution 12-0323 Approving Bills and Quotes over \$10,000 D. Resolution 12-0423 Approving State of Iowa Alcohol Licenses E. Filing and Receiving of Reports F. Finance Report for November 2023 Resolution 12-0623 To Make a One-Time Water and Sewer Adjustment For a Customer H. Resolution 12-0723 Setting a Time and Place for a Public Hearing on the First Amendment to the Fiscal Year 2023-2024 Budget I. Resolution 12-0823 Designating the Official Depositories for 2024 & 2025 J. Resolution 12-0923 Personnel Transactions K. Resolution 12-1023 Approving State of Iowa Alcohol Licenses L. Resolution 12-1123 Approving Consent and Agreement for Improvements Within Overland Flowage Easement for Lot 11 in Beaverbrooke Pointe Plat 2 - 1408 NE Polk Drive M. Resolution 12-1223 Approving Consent and Agreement for Improvements Within Detention Easement and Storm Sewer Easement for Lot 24 in Beaverbrooke West Plat 9 - 1513 NW Prairie Creek Drive N. Resolution 12-1323 Approving Professional Payments a. Whitfield & Eddy - Legal Services \$36,107.56 b. Pay Request # 2 IMEG Corp - New Public Library \$2,640.00 c. Pay Request #13 Civil Design Advantage - GrimesPlex \$55,582.74 d. Pay Request #5 McClure Engineering - CIWW Assistance & ASR System Evaluation \$3,823.75 e. Pay Request # 16 McClure Engineering - Phase 1A Water System Improvements \$27,465.60 f. Pay Request #5 Snyder & Associates - On Call Traffic Planning & Engineering Services \$5,332.50 g. Pay Request # 5 Snyder & Associates - Streets Master Plan/Design Guide \$9,308.50 h. Pay Request # 8 Snyder & Associates - E Gateway Dr. & E 1st St. Intersection Improvements \$8,168.78 i. Pay Request # 14 Snyder & Associates - NE Destination Dr. & NE Beaverbrooke Blvd. Improvements \$5,476.40 j. Pay Request # 22 The Weitz Companies - New Public Library- \$42,540.47 k. Pay Request #14 McClure Engineering Company - North Jordan Well Repairs \$5,440.79 (to be turned into insurance as part of claim) l. Pay Request #14 McClure Engineering - North Jordan Well Repairs \$5,440.79 (Insurance) m. Christensen Development - Consulting- New Public Library \$5,000.00 n. Pay Request - Allender Butzke Engineers - Water Treatment Plant Improvements \$1,304.75 O. Resolution 12-1423 Approving Capital Project Payment Requests a. Pay Request # 4 Des Moines Asphalt & Paving - NW 107th Street HMA Overlay \$16,021.00 b. Pay Request # 8 Redbud Landscaping - Kennybrook Wetland (Landscaping) \$4,417.50 c. Pay Request # 14 Rognes Corporation - WRA Grimes Connector - Contract 3 \$97,031.90 d. Pay Request # 21 Shank Constructors - WRA Grimes Connector - Contract 4 \$112,363.44 e. Pay Request # 20 S.J. Louis Construction - WRA Grimes Connector - Contract 1 \$118,940.00 f. Pay Request # 14 S.M. Hentges &

Sons - WRA Grimes Connector - Contract 2 \$231,856.00 g. Pay Request # 7 Sternquist Construction - SE Trail Ridge Road Reconstruction \$213,581.11 h. Pay Request # 20 Van Maanen PA #20- New Public Library - \$41,647.70 i. Pay Request #5 Ideal Floors - New Public Library- \$10,269.50 j. Pay Request #6 Ideal Floors, Inc for the New Public Library \$4,750.00 k. Pay Request # 20 Graphite Group- New Public Library- \$56,065.13 l. Pay Request # 3 DSM Marble - New Public Library- \$32,656.25 m. Pay Request # 13 Performance Contracting- New Public Library- \$10,665.40 n. Pay Request # 3 KONE Elevator - New Public Library- \$11,314.50 o. Pay Request # 4 Nehring Construction PA # 4- New Public Library - \$20,653.24 p. Pay Request # 14 AMC Mechanical - New Public Library- \$15,523.24 P. Resolution 12-1523 Approving Change Orders a. Change Order #2 Des Moines Asphalt & Paving - NW 107th Street HMA Overlay -Decreasing \$12,450.09 b. Change Order #4 S.J. Louis Construction - WRA Grimes Connector - Contract 1 Increasing \$172,654.72 c. Change Order #6 Performance Contracting Inc. - New Grimes Public Library increasing contract \$1,198.65 d. Change Order #2 Des Moines Marble & Mantel Company for New Grimes Public Library increasing contract \$1,305.00 e. Change Order #7 Van Maanen Electric for New Grimes Public Library - Increasing Contract \$1,608.63 f. Change Order #10 Graphite Construction- New Grimes Public Library- Increasing by \$194.00 g. Change Order #5 Edge Commercial, LLC - GrimesPlex increasing contract by \$312,949.00 Q. Resolution 12-1623 Reappointing City Officials R. Resolution 12-1723 Notice of a Public Hearing to Consider the NW County Line Road Water Main Improvement Project S. Resolution 12-1823 Approving Bulk Crack Seal Material Purchase T. Resolution 12-1923 Approving Purchase of Slide in Salt Spreader U. Resolution 12-2023 Approving a Professional Services Agreement with Allender Butzke Engineers, Inc. for Construction Testing Services on the SW 19th Street Water Transmission Main Project V. Resolution 12-2123 Approving a Professional Services Agreement with Allender Butzke Engineers, Inc. for Construction Testing Services on the SE/SW 19th Street Sanitary Sewer Extension Project W. Resolution 12-2223 Ordering Construction of the 2023 CIPP Lining Program, and Fixing a Date for Hearing Thereon and Taking of Bids Therefor X. Resolution 12-2323 Approving HVAC and Plumbing Repair Services Contract Y. Annual Report for Grimes Public Library Z. Resolution 12-2423 Professional Services Agreement for Allender Butzke Engineers - Ground Storage Reservoir Testing AA. Resolution 12-2523 Professional Services Agreement with Allender Butzke Engineers Inc. for the WTP to N James Street Feeder main. BB. Resolution 12-2623 Approving Binding General Property and Liability Insurance.

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

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

PUBLIC FORUM -None

PUBLIC AND COUNCIL AGENDA ITEMS

1. Friends of the Library Presentation of Collected Donations for the New Grimes Public Library to the City of Grimes.

Library Director Cheryl Heid and the Friends of the Library presented a check for donations that have been received for the new library to the City in the amount of \$345,000. Mayor Mikkelsen expressed his appreciation and thanked them all for their support in helping this project become a reality for the community.

2. Resolution 12-2723 Approving Final Plat for Rock Creek Plat 1

Assistant Planner, Molly Mannel addressed the Council regarding approval of a final plat for Rock Creek Plat. She stated this final plat will allow for the subdivision of approximately 20 acres of property. Mannel said the lot will be divided into two development lots, one outlot, and one street lot. Mannel stated the street lot will be dedicated to the City. She explained that the final plat is consistent with the preliminary plat, with the exception of Outlot Y. Mannel said Outlot Y in the preliminary plat was given

to the City via a plat of survey in December 2022 and is now a part of the City of Grimes multi-golf course.

Motion by Burger, Second by Borcharding, to approve the Rock Creek Plat 1 Final Plat.

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

3. 212 SE Main Street Site Plan

Assistant Planner Evann Martin addressed Council regarding the City owned property located west of SE Main Street and north of SE 3rd Street. She added the City has a purchase agreement with Graystone Companies, LLC. Martin stated the project proposed for this property is consistent with the Future Land Use Plan designation which allows for commercial uses and multi-family residential dwellings. Martin said, at the City's request, the developer has added additional lighting on the north side of the building along the alleyway. Martin said there had been concern regarding the two southern-most parking stalls that cross the current property line with this site and the property to the south. Martin added that the parking stalls will be restriped, so they do not cross the property line. Resident Doug Seidl, 1716 NW Norton Street, addressed Council stating that he owns the property at 305 SE 3rd Street which is adjacent to 212 SE Main Street. Seidl stated that he has concerns about the proposed location of the dumpster for that project. Seidl noted that while he does not have any issues with the overall project, he is concerned with the proposed dumpster location, which is about 20 feet from his property. Seidl said between the anticipated odors, as well as the reduced traffic visibility due to the dumpster enclosure for entering and exiting his property, he would like to see the dumpster relocated to the east side of the building. Mayor Mikkelsen noted that Graystone Development has been great to work with. After general discussion regarding the dumpster enclosure, it was decided to table any decision until staff had reviewed the situation in more detail.

4. SE Little Beaver, 4th, 5th & 6th Water Main Project

City Engineer Matt Ahrens addressed Council regarding the SE Little Beaver, 4th, 5th, and 6th Street Water Main project bid. Ahrens stated the City received 6 bids, with the low bid coming in at \$761,624.00 by Jackson Creek Enterprises. Ahrens advised the Council that the City has not worked with Jackson Creek previously, and so the project engineers have been instructed to gather references and perform research to ensure they can complete the project as planned. Ahrens noted that this is the third such water main replacement project over the last few years.

Mayor Mikkelsen opened the Public Hearing at 5:58 pm. Being no written or oral comments, Mayor Mikkelsen closed the public hearing at 5:58 pm.

Motion by Borcharding, Second by DePhillips, to approve Resolutions: 12-2823 for Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the SE Little Beaver, 4th, 5th & 6th Water Main; Resolution 12-2923 for Award of Construction Contract for the SE Little Beaver, 4th, 5th and 6th Water Main; and Resolution 12-3023 Authorizing Construction Contract and Bond for the SE Little Beaver, 4th, 5th & 6th Water Main.

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

5. Resolution 12-3123 Providing for Closed Session under Iowa Code Section 21.5 1 (i) to value the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

Motion by DePhillips, Second by Borcharding, to approve Resolution 12-3123 for Closed Session under Iowa Code Section 21.5 1 (i).

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

Council Member Burger leaves the meeting at 6:01 pm.

6. Recess Open Session at 6:01 pm.

7. Rise from Closed Session 6:51 pm

8. Reconvene Open Session at 6:51 pm

9. Actions or Comments from Closed Session.

Motion by Borcharding, Second by DePhillips, finding performance satisfactory for Jake Anderson.

Roll Call: Ayes: All; Nays: None Motion passes 3 - 0.

ADJOURN

There being no further business the meeting was adjourned at 6:53 p.m.

Motion by Gisch, Second by DePhillips, to adjourn. Roll Call: Ayes: All; Nays: None

Motion passes: 3- 0.

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

RESOLUTION 01-0224 APPROVING AND AUTHORIZING EXPENDITURES

Grimes Resolution No. 01-0224

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

WHEREAS, the attached (exhibit A) has 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, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, recommend approval of the attached (Exhibit A) expenditures.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

City of Grimes Claims 1.23.2024

ICAP	CITY INSURANCE	\$517,967.00
IMPACT7G	PROFESSIONAL SERVICES GRANT	\$2,160.00
D&K PRODUCTS	TURF CHEMICALS	\$1,680.00
ABSOLUTE CONCRETE CONSTRU	S JAMES/SE 11TH ST IMPVMT #2/#3	\$1,770,010.03
A TECH INC.	GCC MONITORING 2024/LIB ALARM	\$359.40
A KINGS THRONE LLC	GRIMESPLEX PORTABLE RESTROOM	\$692.70
AIA CORPORATION	UNIFORM -COLE/FORD/RIDNR/VANDR	\$1,476.28
ALLENDER BUTZKE ENGINEERS	CONSTRUCTION TESTING/GSR PROJECT	\$4,017.80
EUROFINS TESTAMERICA	STATE LABS WATER TESTING	\$1,781.00
TERRACON CONSULTANTS, INC	GRIMESPLEX BUILDINGS/FIELD TESTING	\$2,177.50
JOHNSON CONTROLS SECURITY	CH SECURITY 12/1-3/31/24	\$288.92
SHERWIN WILLIAMS	SPORTS COMPLEX RESTROOM PAINT	\$424.73
BAKER & TAYLOR	LIBRARY MATERIALS	\$4,240.74
BANKERS TRUST COMPANY	CONFERENCE/SUPPLIES/TESTING	\$24,241.85
BARCO PRODUCTS	PET WASTE STATIONS	\$2,053.91
BLACK HILLS ENERGY	GRIMESPLEX CONCESSN GAS LINE/GAS	\$19,912.31
SHADRAN INDUSTRIAL	OCT/NOV 2023 JANITORIAL - CH	\$1,850.00
BOMGAARS	PW/DS/PARKS-SUPPLIES/TOOLS/CLOTH	\$1,900.22
CALHOUN-BURNS & ASSOCIATE	2023 BRIDGE RATING/INSPECTION	\$600.00
CAPITAL SANITARY SUPPLY	LIB RESTROOM SUPPLIES	\$399.81
CARROLL CONSTRUCTION	BULK CRACK SEAL	\$24,813.36
CENTRAL IOWA PEST	CITY PEST CONTROL	\$445.00
CENTRAL IOWA MECHANICAL	GCC THERMOSTAT REPAIR	\$537.00
CITY OF JOHNSTON	28E FIRE-AMB/JOINT PURCH/AMB REIMB	\$330,895.04
CITY OF DES MOINES	WRA FEBRUARY 2024	\$156,688.90
CIVIL DESIGN ADVANTAGE	GRIMESPLEX PYMT #14/#15-PW-PLATTING	\$53,773.91
CLIVE POWER EQUIPMENT	MOWER/TRIM ACCESSORIES/SERVICE	\$728.81
COLLECTION SERVICES CENTER	CHILD SUPPORT	\$4,135.26
CORE & MAIN	CHEMICALS/SUPPLIES/METER PIT/TOOLS	\$3,016.71
DEMCO	LABELS - LIBRARY	\$171.10
DES MOINES STAMP MFG CO.	TREE BOARD NAMEPLATE SHIPPING	\$5.00
DOORS, INC.	LIBRARY KEYS	\$30.00
EDC EDUCATIONAL SERVICES	LIBRARY YOUTH MATERIALS	\$415.78
EDGE COMMERCIAL	GRMSPLEX #10-BDLG #5/#6-WTWK #12	\$2,430,510.44
FAREWAY STORES, INC.	OPERATON EARLY OUT SNACKS	\$21.15
FASTENAL	DRILL BITS	\$46.31
EXCEL MECHANICAL CO	GCC REPAIRS/FD SLEEP TRL/SHOP HTR	\$10,868.44
FELD FIRE	2021 AMBULANCE REPAIR	\$381.51
FINISH LINE AUTO WORKS	B377 OIL CHANGE - FD	\$93.37
CFI SALES	B-111 TIRES/BACKHOE TIRE REPAIR	\$1,956.74
GRAINGER	BINS FOR STORAGE - PW	\$209.38
GRIMES ASPHALT AND PAVING	COLD MIX	\$355.50
DORSEY & WHITNEY LLP	FIELD HOUSE DEVELOPMENT COUNCIL	\$7,840.00

HAWKEYE TRUCK EQUIPMENT	SLIDE IN SALT SPREADER	\$11,300.36
HY-VEE	SMALL ENGINE GAS - FD	\$33.98
HAWKINS INC.	WATER CHEMICALS	\$23,587.77
HARN R/O	2 THREE WAY VALVES-RO TRAINS	\$934.88
RICK'S TOWING	DODGE DURANGO TOWING SERVICE	\$88.00
HILLYARD	PW SUPPLIES	\$777.56
HOOPLA	LIBRARY MATERIALS	\$1,432.13
RELIANT FIRE APPARATUS	LADDER TRUCK/ENGING REPAIR	\$5,471.99
RELIANT GASES, LTD	CO2 FOR DRINKING WATER	\$6,136.59
STATE HYGIENIC LABORATORY	STATE TESTING WATER	\$578.50
IMWCA	INTALLMENT 7 WORK COMP 23-24	\$14,921.00
IOWA ASSN OF MUNICIPAL UT	SGCIS JAN-MAR 2024 SAFETY TRNG	\$5,592.62
IOWA DEPT OF REVENUE	DEC 2023 WH/WATER/EXCISE/SALES TAX	\$55,529.70
INTEGRATEDPRINT SOLUTIONS	PARKS/LIB PROGRAM BOOKS/ CH CHECKS	\$11,295.00
INTERACTIVE SCIENCES, INC	SOFTWARE - LIB	\$499.18
IOWA DOT	LIQUID BRINE/WINTER WIPER BLADES	\$1,572.20
IOWA LIBRARY ASSOCIATION	ILA MEMBERSHIP - KARALEE/JANA/CAIL	\$350.00
IOWA ONE CALL	NOVEMBER 2023 LOCATES	\$67.40
IOWA PRISON INDUSTRIES	SIGN BLANKS	\$1,288.00
IPERS	IPERS- REGULAR	\$119,195.70
IOWA SIGNAL INC	MULTIPLE STREET LIGHT SERVICE CALLS	\$6,640.00
IOWA STATE UNIVERSITY	MPI REGISTRATION -THORNBURG	\$96.00
KLINE ELECTRIC INC	STREET LIGHT/GCC REPAIRS/FD TRAILER	\$21,257.04
LEAF	COPIER CONTRACT - DS/PARKS	\$489.60
LOGAN CONTRACTORS SUPPLY	CRACK SEAL	\$3,037.66
LOGOED APPAREL & PROMOTION	DS/PW/PARKS -STAFF/PROGRAM CLOTHING	\$1,551.06
KURTZ MAHLON	VWET24 CONF TRAVEL PER DIEM	\$241.50
MAIL SERVICES	UB DEC/JAN BILLING/SERVICE REMINDERS	\$6,747.17
MEDIACOM	CH TV/PW INTERNET AND TV	\$405.78
MENARDS CLIVE	LIBRARY - BOXES	\$50.40
METRO WASTE AUTHORITY	EXTRA GARBAGE/YARD STICKERS	\$1,750.00
MIDAMERICAN ENERGY	3-PHASE UNDERGROUND/ELECTRIC	\$126,383.40
MISSISSIPPI LIME CO.	QUICKLIME	\$7,725.29
MTI DISTRIBUTING INC.	GROUNDMASTER TORO MOWER/SUPPLIES	\$87,431.01
MUNICIPAL SUPPLY, INC.	METERS/MANHOLE REPAIR/SUPPLIES	\$25,391.73
NAPA AUTO PARTS	WIPER BLADES/SUPPLIES - PW	\$42.99
NICHOLS EQUIPMENT LLC	RENTAL-SE 37TH FORCE MAIN LINE	\$275.40
O'HALLORAN INTERNATIONAL	AIR FILTERS/TELEMATICS/REAR VIEW MIR	\$3,301.16
O'REILLY AUTO PARTS	WIPER BLADES/BATTERIES/ANTIFREEZE	\$766.00
OFFICE DEPOT	CH/PW/LIB - OFFICE SUPPLIES	\$465.82
ONESOURCE BACKGROUND CHECK	VOLUNTEER COACHES BACKGROUND	\$304.00
TRUE VALUE	FD SUPPLIES - LIB GROUT	\$38.46
THE UNDERGROUND CO.	WATERLINE REPAIRS AT WELL FIELD	\$54,351.55
PITNEY BOWES POSTAGE	POSTAGE METER REFILL	\$1,008.50

ASCAP	ANNUAL MUSIC LICENSE FEE 2024	\$500.00
POLK COUNTY EMERGENCY MGT	FY23/24 28E AGREEMENT	\$7,701.00
RACOM CORPORATION	FD - EDACS ACCESS	\$709.78
RHINER'S PLUMBING	MULTIPLE STOP BOX REPAIRS	\$8,550.00
SMITH'S SEWER SERVICE	JETTING/SUPPLIES/CHEMICALS	\$1,475.50
SNYDER & ASSOCIATES	STREET PLAN/DESIGN #5/NE DEST #15	\$15,345.50
SPRAYER SPECIALTIES	HOSE ASSEMBLY/BRINE TANK SUPPLIES	\$917.91
STATE STEEL OF DES MOINES	PAINT TRUCK SUPPLIES	\$359.41
STIVERS FORD	AMBULANCE/EXPLORER- REPAIR/SERVICE	\$1,435.40
THORPE WATER DEVELOPMENT	KEYSTONE DISCONNECTS	\$100.00
UNIQUE MANAGEMENT SERVICE	LIBRARY COLLECTION SERVICES	\$46.60
UNITED CONTRACTORS, INC	SPECIAL BACKFILL-CONCRETE	\$206.96
US WATER	DECEMBER 2023 SERVICES	\$58,355.00
CINTAS FIRST AID & SAFETY	AED LEASE/SAFETY CABINETS	\$1,044.84
ULINE	FD SAFTETY LADDER/PW DRY ERASE	\$1,886.56
VERIZON WIRELESS	PW/DS CELL PHONES & HOT SPOTS	\$1,384.69
VEENSTRA AND KIMM, INC.	WRA CONNECTOR PYMT #61	\$41,549.79
VAN MAANEN ELECTRIC, INC	GRIMES PUBLIC LIBRARY APP #21	\$3,667.83
VAN METER INC.	VDF SPARE PARTS/WARRANTY	\$22,064.05
VAN WALL EQUIPMENT	JOHN DEERE ROTARY CUTTER	\$30,331.60
GUTHRIE DAVE	WWET24 CONF TRAVEL PER DIEM	\$241.50
WD DOOR	OLD SHOP DOOR	\$1,895.00
WHITFIELD & EDDY	CITY OF GRIMES ATTORNEY FEES	\$18,954.70
WILLIAMS SCOTSMAN, INC	FD- RETURN OF SLEEPER TRAILER	\$1,864.63
WRIGHT OUTDOOR SOLUTIONS	ASH TREE REMOVAL SPORTS COMPLEX	\$3,040.00
MERCYONE OCCUPATIONAL HEALTH	FD PHYSICALS/PW DOT TESTING	\$6,061.00
ELM USA	DISC BUFFER - LIBRARY	\$50.00
CENTURY LINK	12/10-1/9/24 CITY PHONE SERVICES	\$4,119.65
GATEHOUSE MEDIA IOWA HOLD	PUBLICATIONS - REISSUE	\$2,025.88
ROGNES CORP	SW 19TH ST MAIN #1/#2-WRA CONN #15	\$1,582,502.88
INFOMAX OFFICE SYSTEMS	LIBRARY COPIER CONTRACT	\$570.77
INNOVATIVE INTERFACES	POLARIS LICENSES - LIBRARY	\$5,592.00
EFTPS	FED/FICA TAX	\$167,068.02
KANOPY INC	LIBRARY MATERIALS	\$46.00
CSG FORTE PAYMENTS, INC	CC FEES	\$4,313.73
POLK CO TREASURER	DECEMBER CONTRACT 2023	\$120,420.08
PFM FINANCIAL ADVISORS LC	CIWW ANALYSIS/REV BONDS/RETAINER	\$36,213.57
OMNISITE	BACKUP ALARM NOTIFICATION/BEACON	\$594.00
ITRON, INC	SOFTWARE TO READ THORP METERS	\$1,480.91
SMITH, GENE	SPRING/FALL 2023, SPRING 2021	\$1,500.00
DES MOINES ASPHALT	NW 107TH ST HMA OVERLAY PMT #5	\$28,215.07
LIBRARY FURNITURE INTERNATIONAL	LIBRARY SHELVING	\$5,913.00
UMB BANK, N.A.	BOND FEES	\$1,050.00
MENARDS	PW/FD/PARKS/LIB SUPPLIES	\$4,975.23

MI-FIBER, LLC	FD/DS/GCC INTERNET	\$472.80
GRANGER MOTORS	REPLACE BRAKES C389 - FD	\$1,864.91
MCCLURE ENGINEERING	SE 41ST ST/SE PARK DR EXT #1	\$5,872.59
BULK TRANSPORT CO EAST	DELIVERY OF LIME	\$2,335.40
SHANK CONSTRUCTORS INC	WRA CONNECTOR-CONTR 4 PYMT #22	\$166,931.15
INVISION	LIBRARY CONSTRUCITON ADMINISTRATION	\$6,038.53
DENMAN & COMPANY, LLP	AUDIT YEAR ENDED JUNE 30 2023	\$5,800.00
DALLAS COUNTY AUDITOR	11/7/23 ELECTIONS	\$305.17
VOYA	DEFER COMP PRE	\$8,850.76
FOTH INFRASTRUCTURE & ENV	SE 11TH ST & S JAMES ST #11	\$62,134.50
AIG	DEFER COMP ROTH	\$2,547.50
HORACE MANN	DEFER COMP ROTH	\$1,350.00
MASSMUTUAL	DEFER COMP PRE	\$6,429.00
STRAUSS SECURITY SOLUTION	ACCESS HOSTING WTP 1/24-12/24	\$2,301.96
LUMEN CENTURY LINK	PW - PHONES	\$900.12
ELECTRIC PUMP	37TH LIFT STATION	\$4,430.00
MICROMARKETING LLC	LIBRARY MATERIALS	\$186.82
ANKENY SANITATION	DEC 2023 RECYCLING/GARBAGE	\$1,861.27
ACME TOOLS	SUPPLIES/TOOLS - PW	\$684.97
GRAPHITE CONSTRUCTION GRP	GRIMES PUBLIC LIBRARY APP #21	\$31,045.70
SCENTAIR TECHNOLOGIES	PW/GCC IONS 12/10/23-1/9/24	\$596.00
NORTHERN TOOL & EQUIPMENT	SUPPLIES/TOOLS PW	\$383.74
RENEWABLE ENERGY GROUP	FUEL-PW/DS/PARKS/FD	\$11,035.14
PER MAR SECURITY SERVICES	GCC SECURITY 12-23 - 3/24	\$221.10
EBS	JANUARY/FEBRUARY PREMIUMS	\$120,840.14
DELL MARKETING	MONITORS	\$2,189.46
PRO WEST & ASSOCIATES	GIS DATA CONFIRMATION SERVICES	\$4,969.21
SYNERGY FIRE & SAFETY	HAULING SLUDGE TO WRA	\$17,161.20
GLOBAL PAYMENTS DIRECT	CREDIT CARD FEES - PARKS	\$76.05
BAKER GROUP	BUILDING ACCESS PROGRESS BILL	\$1,099.00
MONOPRICE INC	NETWORK CABLES	\$133.11
BRADSHAW FOWLER PROCTOR	LIBRARY CONSTRUCTION MATTERS	\$350.00
FEICK BRADLEY	CLOTHING ALLOWANCE REIMBURSEMT	\$89.04
CENTRAL IOWA OFFICIALS	ADULT BASKETBALL OFFICIAL PAY	\$2,170.00
CITY OF GRIMES FLEX	EMPLOYEE FLEX SPENDING	\$10,887.88
SJ LOUIS CONSTRUCTION	WRA CONNECTOR CONTRACT 1 #21	\$152,660.00
CIVICPLUS, LLC	ADDITIONAL USERS - PW	\$89.21
USDA APHIS WILDLIFE SVC	BEAVER RELOCATION	\$467.32
HEARTLAND BUSINESS	ARUBA NETWORK EQUIPMENT	\$24,078.10
REGENTS OF UNIV. OF MN	SCANNERS/PRINTERS LIBRARY	\$3,108.00
COMMONWEALTH ELECTRIC	GRIMESPLEX FIBER CONNECTION	\$2,662.85
WHITFIELD & EDDY TRUST	HOPE K FARMS-FIRE DEPT LAND	\$600,000.00
CITY OF GRIMES HSA	HSA DEDUCTION	\$2,146.02
IOWA DIV. OF LABOR BOILER	BOILER INSPECTION-LIME PLANT	\$40.00

PERFORMANCE CONTRACTING	GRIMES PUBLIC LIBRARY APP #14	\$1,138.72
AMAZON	PARKS/LIB/DS/PW SUPPLIES	\$10,280.87
NEHRING CONSTRUCTION INC	GRIMES PUBLIC LIBRARY APP #5	\$2,961.68
PITNEY BOWES LEASE	OCTOBER-JANUARY 2024 LEASE	\$238.41
PIGOTT	LIBRARY FURNITURE/INSTALL	\$5,942.36
SIDEKICK DEVELOPMENT	OWNER REP FEE JANUARY 2024	\$5,000.00
SVPA ARCHITECTS	GRIMESPLEX/FD SCHEMATIC DESIGN	\$72,381.39
ARAMARK	GCC RUG SERVICE 12-1-23	\$228.22
WTCOX INFORMATION SYSTEMS	LIBRARY MATERIALS	\$872.91
RINGCENTRAL, INC.	CITY PHONE SERVICES/HARDWARE	\$8,561.28
US CELLULAR	LIBRARY HOT SPOTS	\$748.46
STERNQUIST CONSTRUCTION	SE TRAIL RIDGE ROAD RECONST #8	\$39,254.16
PLAYAWAY PRODUCTS	LIBRARY MATERIALS	\$1,061.21
HOWREY CONSTRUCTION INC	HWY 44 TRAIL EXTENSION #5	\$35,492.00
SBS SERVICES GROUP LLC	CONSTRUCTION CLEAN - LIBRARY	\$9,314.32
WALLACE DONALD WILLIAM PM	EASEMENT - SE 19TH WATER MAIN	\$811.52
WALLACE JAMES - PERM	EASEMENT - SE 19TH WATER MAIN	\$811.52
DES MOINES MARBLE	GRIMES PUBLIC LIBRARY APP #4	\$1,239.75
IMEG	CONSTRUCTION CONSULTING - LIB	\$10,000.00
METRONET	INTERNET FOR FLEXNET SYSTEM	\$227.25
FRASER CRAIG	NOVEMBER BLDG & FIRE OFFICIAL	\$17,550.00
BOLTON & HAY INC	GRIMESPLEX WALK-IN COOLERS	\$33,977.74
SATELLITE SHELTERS INC	SLEEP TRAILER STAIRS	\$950.00
ST PETER LUTHERAN CHURCH	1001 S JAMES STREET - CLOSING	\$39,936.80
HINCKLEY SPRINGS	WATER COOLER - LIBRARY	\$73.76
RTL EQUIPMENT INC	EXCAVATOR RENTAL-UTILITIES-TRL	\$1,850.00
WAGER STEFANIE	PROGRAMMING SUPPLIES - LIB	\$475.00
PRELOAD LLC	GRIMES GRND STORAGE RESEV #2	\$444,689.30
CITY OF GRIMES	GREENSTATE SAVINGS ACCOUNT OPEN	\$5.00
MELLEN & ASSOCIATES INC	CONNECTORS FOR PIPING AT RO PL	\$1,004.00
WALLACE ROSS	EASEMENT - SE 19TH WATER MAIN	\$406.98
WALLACE JEFFREY	EASEMENT - SE 19TH WATER MAIN	\$406.98
FASTSPRING	ACTION1 LICENSE - 3YR	\$3,750.00
TEAM SERVICES INC	FIELD & MATERIAL TESTING	\$6,876.58
FIRST CHOICE COFFEE	LIBRARY COFFEE/INSTALLATION	\$1,557.66
ADAMANTINE SPINE MOVING	LIBRARY MOVING	\$1,795.00
GREEN RESOURCE MANAGEMENT	CH SHREDDING SERVICE	\$48.00
POSITIVE PROMOTIONS INC	LIBRARY PROGRAMMING SUPPLIES	\$764.75
MILLER ALEX	SFMA CONFERENCE PER DIEM 2024	\$207.50
SHROYER CHRISTOPHER	SFMA CONFERENCE PER DIEM 2024	\$207.50
HOUK JEFFREY	SFMA CONFERENCE PER DIEM 2024	\$207.50
TINT WORLD	DODGE DURANGO REMOTE START (3)-DS	\$1,701.24
ATG USA	BLUEBEAM ANNUAL SUBSCRIPTION	\$540.00
XLENT CARE PRODUCTS INC	COMFORT ROOM SUPPLIES - LIB	\$4,420.00

GANNETT IOWA LOCALIQ	PUBLICATIONS	\$1,005.15
GREATER DALLAS COUNTY DEV	DALLAS COUNTY DEV ALLIANCE 6MO	\$2,500.00
DEPOSIT REFUNDS	REFUND DATE 01/08/2024	\$594.75
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	\$482,281.10
	CLAIMS TOTAL	\$10,719,061.07
	GENERAL FUND	\$1,473,392.22
	LIBRARY FUND	\$145,908.95
	ROAD USE TAX FUND	\$238,614.22
	EMPLOYEE BENEFITS FUND	\$108,920.77
	DEBT SERVICE FUND	\$1,050.00
	CP - GRIMES COMMUNITY COM FUND	\$8,208.28
	CP-Water Plant Exp 2019 FUND	\$50,000.00
	WRA SANI SEWER PHASE 1 FUND	\$194,209.79
	19TH ST SEWER EXTENSION FUND	\$2,500.00
	SPLASH PAD FUND	\$97,825.11
	GRIMES LIBRARY BLDG FUND	\$78,801.62
	TRAFFIC SIGNAL EQUIPMENT FUND	\$2,375.00
	19TH ST WATER MAIN FUND	\$2,437.00
	WRA SANI SEWER PHASE 3 FUND	\$29,299.45
	WRA SANI SWR PHS 4 FUND	\$116,931.15
	GRIMESPLEX FUND	\$2,525,885.12
	SE 11TH & JAMES FUND	\$1,861,159.41
	BLDG ACCESS CONTROL PROJ FUND	\$22,455.00
	WATER PRODUCTION PROJECTS FUND	\$2,015,124.10
	NE DEST/NE BVRBROOKE IMP FUND	\$6,037.00
	SE TRL RDG RD RECONSTRUCT FUND	\$39,254.16
	HWY TRL EXT TO SCHOOL FUND	\$35,492.00
	FIRE STATION FUND	\$664,505.09
	100TH ST WIDENING FUND	\$14,588.64
	NO COUNTY LINE WATER MAIN FUND	\$3,180.50
	SEWER COMPLIANCE PROJECT FUND	\$17,161.20
	SE 41ST & SE PARK EXTNSN FUND	\$5,872.59
	EQUIP REVOLVING PROGRAM FUND	\$117,067.60
	WATER FUND	\$441,570.26
	WATER DEPOSITS FUND	\$594.75
	SEWER FUND	\$359,485.77
	LANDFILL/GARBAGE FUND	\$3,661.30
	STORM WATER FUND	\$31,007.02
	GRIMESPLEX FUND	\$4,486.00
		\$10,719,061.07
DECEMBER 2023 MONTHLY REVENUE	GENERAL FUND	\$513,197.18
	LIBRARY FUND	\$548,802.23
	ROAD USE TAX FUND	\$185,470.64

EMPLOYEE BENEFITS FUND	\$16,872.33
LOCAL OPTION SALES TAX FUND	\$248,771.95
TAX INCREMENT FINANCE FUND	\$75,526.05
ECONOMIC DEV REV LOAN FUND	\$-
RESTRICTED GIFTS FUND	\$500.00
DEBT SERVICE FUND	\$392,017.81
CAPITAL PROJECTS FUND	\$11,271,586.19
WATER FUND	\$434,765.36
SEWER FUND	\$386,942.72
LANDFILL/GARBAGE FUND	\$67,681.31
STORM WATER FUND	\$67,078.34
GRIMESPLEX FUND	\$77,500.00
	\$14,286,712.11

Bankers Trust Credit Cards		12-Dec-23	
City of Grimes			
7015	\$ 42.80	USPS	Certified mail
	\$ 2,500.00	Railroad Pros	Railroad construction permit - sewer project
	\$ 500.00	GFOA	GFOA conference registration - Thornburg
	\$ 134.16	Walmart	Office supplies
	\$ 150.00	GFOA	GFOA membership calendar 2024
	\$ 18.47	Trostel's	Metro finance meeting lunch - Woodke
	\$ 92.98	McAllister's	Staff appreciation - CH birthdays/Holiday
Parks & Recreation			
7444	\$50.58	Walmart	Batteries for GCC clocks
	\$354.00	EZ Facility Inc	Registration software - November
	\$390.00	Sports Turf Managers	SFMA Membership - Miller/Houk/Shroyer
	\$1,489.20	Delta Airlines	SFMA Conference flights - Miller/Houk/Shroyer
	\$55.00	Crown Trophy	Men's basketball tournament trophy
	\$124.50	NRPA Career Center	Open position posting
	\$1,325.00	Sports Turf Managers	SFMA Conference - Miller/Houk/Shroyer
Dev Serv - Alex			
8047	\$5.01	USPS	Certified mail - Code enforcement
	\$909.23	IABO	2024 Annual meeting -Lang/Kamm/Tibbles
	\$80.00	Hy-Vee	Funeral bouquet - staff family member
	\$705.12	Expedia	EDUCODE Conference hotel-Lang/Davison
	\$625.00	Int'l Code Council	EDUCODE Conference - Lang/Davison
	\$679.44	American Airline/Edreams	EDUCODE Conference flights-Lang/Davison
Dev Serv - Matt			
4515	\$4,380.00	UWCC Registration	2024 Courses for Inspections -Ferrara/Zamora
Public Works			
8021	\$50.00	ISU Extension	Pesticide Course - Feick
	\$60.00	IA Dept of Agriculture	Pesticide Cerification - Thayer
	\$516.00	ProTex Central	Knox box for emergency entry
Library			
8070	\$202.43	USPS	Postage
	\$75.00	Horizon Data Systems	Annual renewal 2024 Reboot/Restore
	\$7.20	DreamHost	ILA website hosting
	\$122.03	Walmart	Programming/Cleaning supplies
	\$179.00	Amazon	Business membership fee
	\$128.27	Trader Joe's	Staff training/Donor event materials
	\$271.80	Container Store	Coat hooks/vinyl lettering

Administrator			
1611	\$ 54.56	Barn Town	Lunch meeting - Economic Development
	\$ 20.00	OpenAI	Subscription
City Hall			
4531	\$20.32	Iowa Land Records	Recordings
	\$1.00	Polk County	Polk County Recorder parking
	\$41.90	Aldi's	Office supplies - coffee
Rob Fox			
4523	\$0.67	Microsoft	Monthly charge for DNS service
	\$35.00	Cognito	Team subscription
Erik Fisk			
4507	\$85.17	USPS	Certified mail
	\$290.00	Society for HR	Professional membership
	\$575.00	IEDC Online	Economic Dev Director job posting
Total	\$17,345.84		

Bankers Trust Credit Cards		23-Jan-24	
City of Grimes			
7015	\$ 26.40	USPS	Certified mail - Curb stop letters
Parks & Recreation			
7444	\$300.00	IA SFMA	Membership-Miller/Shroyer/Kenyon/Rabey
	\$1,470.97	DF Supply	Baseball fence poly cap topper
	\$40.60	Sports Turf Managers	SFMA Membership - Miller/Houk/Shroyer
	\$88.50	Beacon Athletic	Fence cap zipper
Dev Serv - Alex			
8047	\$299.00	Planetizen Store	AICP Exam study course - Martin
	\$395.00	American Planning	Economic Development Director posting
Dev Serv - Matt			
4515	\$1,216.13	IA Concrete Paving	ICPA Register-Matt/Tony/Aaron/Dillon/Jose
	\$100.00	State of Iowa	Engineering license renewal -Matt
Public Works			
8021	\$152.91	Caseys	Pizza for snow staff
Library			
8070	\$198.00	USPS	Postage
	\$162.19	Costco	Supplies for building tour event
	\$248.47	SP Boing Safety	Corner guards
	\$739.25	Container Store	Storage/Office supplies
Administrator			
1611	\$ 25.00	Greater DSM Partnership	Legislative reception - Anderson
	\$ 20.00	OpenAI	Subscription
	\$ 400.00	3CMA	Annual marketing subscription
	\$ 131.48	Uber	ICMA Conference transportation -Anderson
	\$ 565.44	Westin Hotels	ICMA Conference hotel -Anderson
City Hall			
4531	\$61.00	Iowa Land Records	Recordings
Rob Fox			
4523	\$0.67	Microsoft	Monthly charge for DNS service
	\$40.00	Cognito	Team subscription
Erik Fisk			
4507	\$215.00	PELRA	Annual membership-Professional Association

Total	\$6,896.01		

AMAZON CLAIMS 1.23.24		
Charges	Amount	Description
Library	\$815.09	Materials
	\$192.26	Handrail
	\$457.09	Donor event supplies
	\$16.39	Picture frames
	\$85.42	Gecko supplies/umbrella stand
	\$177.26	Trash bags/soap/batteries
	\$266.16	Storage bins/tape/mirrors
	\$44.98	Boxes/organizer
	\$253.93	Donation box/lights
	\$374.00	Wireless visitor counter
	\$514.43	Kitchen supplies/sound machine
Public Works	\$293.49	Meter reading bracket
	\$40.96	Office supplies
	\$449.97	Headsets for trucks
Dev. Services	\$174.02	Office supplies/batteries/paper
Parks & Rec	\$3,959.20	Grimesplex dugout trash cans
	\$64.78	Floor markers/scooters
	\$151.79	GCC Banquet hall sound system
	\$188.63	Kick scooters - kid zone
	\$348.76	Youth portable BB hoop
	\$255.96	Volleyballs
	\$59.98	GCC electric ball pump
	\$25.98	Basketball scorebooks
IT	\$320.30	Power strips/mounts
	\$438.90	Equipment
	\$311.14	Cable management
Total	\$9,210.53	

RESOLUTION 01-0324 APPROVING QUOTES AND BILLS OVER \$10,000 ACCORDING TO
THE GRIMES PURCHASING AND PROCUREMENT POLICY

Grimes Resolution No. 01-0324

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, IT IS HEREBY 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 on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk



POLK COUNTY
INVOICE

Date: 1/4/2024
Invoice Date: 1/1/2024
Invoice No: 11592

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

001.1106413

Remit To:

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

Account: 32857

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

PAID

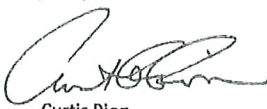
<u>Item</u>	<u>Due Date</u>	<u>Description</u>	<u>Amount</u>
001	2/3/2024	GRIMES LE CONTRACT 12/23	120,420.08

Total Due 120,420.08

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

Thank you for your prompt payment.

11:43 am, Jan 04, 2024


Curtis Pion
Business Manager, PCSO

mm

Rochelle Williams

From: Black Hills Energy <customerservice@email.blackhillsenergy.com>
Sent: Thursday, January 11, 2024 11:13 AM
To: Rochelle Williams
Subject: Your Black Hills Energy bill is available

You don't often get email from customerservice@email.blackhillsenergy.com. [Learn why this is important](#)



LOG IN

Your recent energy bill is ready.

Amount due:
\$17,688.61

Your payment is due on 01/30/2024

CHOOSE A PAYMENT OPTION

If you pay your bill automatically each month, your payment will be withdrawn on the due date.

Account name: The City Of Grimes

Account number: 2223849909

Address:

Bill date: 01/10/2024

Due date: 01/30/2024

Easily understand your energy costs and usage with our **bill breakdown**.

Thank you,
Black Hills Energy

20236087



C-M C-D

MidAmerican Energy
PO BOX 657
Des Moines, IA 50306

INVOICE

367.470.6490

January 02th, 2024

City of Grimes
Attention: Matt Ahrens, P.E.
mahrens@grimesiowa.gov

PAID

RE: Three-phase underground electric extension to two (2) new pad mounted transformers needed for GrimesPlex at 1000 NE Heritage Drive in Grimes, IA. WMIS: 2992191

Dear City of Grimes:

MidAmerican Energy has completed the installation for the above referenced project. The total cost for this installation is **\$77,832.96**, of which \$77,682.96 is a refundable Advance for Construction and \$150.00 is a non-refundable contribution for City permits and inspection.

Please send payment of **\$77,832.96** to:

MidAmerican Energy Co.
Attn: Scot Enger - DMCC
PO BOX 657
Des Moines, IA 50306

Sincerely,
MidAmerican Energy Company

Scot Enger
Customer Project Coordinator

mmw

from Matt A 1/4



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

Consulting Services for the City of Grimes for
Fraser's Consulting Services

Billable hours starting on:

12/11/2023 through 12/13/2023 = 20 hours

12/18/2023 through 12/20/2023 = 20 hours

001.170.6490
20236100
AP
PAID

Total billable hours = 40 hours agreed rate of \$150 per hour. = 6,000.00

Breakdown of hours worked 31 hours for City of Grimes, professional services as Building and Fire Code Official.

9 hours billable to City of Johnston for Fire Plans Examining and Plan Review.

Thank you,

Craig Fraser

mmw

(1-0)
20236093

Consulting Services for the City of Grimes for
Fraser's Consulting Services

Billable hours starting on:

11/06/2023 through 11/08/2023 = 20 hours

11/13/2023 through 11/15/2023 = 20 hours

11/20/2023 through 11/21/2023 = 17 hours

11/27/2023 and 11/29/2023 = 20 hours

001.170.6490

Total billable hours = 77 hours agreed rate of \$150 per hour.

= 11,550.00

Breakdown of hours worked 74 hours for City of Grimes, professional services as Building and Fire Code Official.

3 hours billable to City of Johnston for Fire Plans Examining and Plan Review.

Thank you,
Craig Fraser

PAID

mmw

from Rachel
12/13

Submitted to insurance -
they will not be paying on
this invoice.
(not damage related
to loss)

C-0

600-810-6350
3yr ext warranty for VPD



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

www.vanmeterinc.com

BILL TO:

CITY OF GRIMES
101 N HARVEY
GRIMES IA 50111

26236030

INVOICE

INVOICE DATE		OUR INVOICE NUMBER	
10/17/23		S012351215.007	
Bill To#	Shlp To#	Price Br	Shlp Br
50425	50425	3	10
PLEASE REMIT PAYMENT TO:			DUE DATE
VAN METER INC ACCOUNTS RECEIVABLE PO Box 801077 KANSAS CITY MO 64180-1077			11/17/23
TO VIEW AND PAY ONLINE GO TO:		ENROLLMENT TOKEN	
vanmeterinc.billtrust.com		HDM SKQ VHS	

SHIP TO:

CITY OF GRIMES
101 N HARVEY
GRIMES IA 50111

PAID

YOUR PO/ORDER #		ORDERED BY	JOB/RELEASE #	YOUR ACCOUNT MANAGER	
PF7000				Brad Brightwell URB 2604	
ORDER WRITER		SHIP VIA	TERMS	ORDER DATE	SHIP DATE
Michael Komes CR		UPS STANDARD	NET 30 DAYS	10/31/22	10/17/23
ORDER QTY	SHIP QTY	DESCRIPTION		Unit Price/UM	Extension
1	1	A-B MEDIUM VOLTAGE DRIVE PER SPEC Quote#: 0025458207 Three year parts and labour warranty =====		5565.000/E	5565.00
		Freight (not included) and is estimated at \$3,500 =====			
		Non-cancelable, Non-returnable Build to Order Item =====			

Invoice is due by 11/17/23.

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

Subtotal	\$5,565.00
Shipping & Handling	
Sales Tax	\$0.00
Amount Due	\$5,565.00

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

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

submitted to insurance -
they may reimburse part of
this invoice



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

www.vanmeterinc.com

BILL TO:

CITY OF GRIMES
101 N HARVEY
GRIMES IA 50111

262 36029

PAID

SHIP TO:

CITY OF GRIMES
101 N HARVEY
GRIMES IA 50111

600-810-6350
VFD spare parts

INVOICE

INVOICE DATE		OUR INVOICE NUMBER	
10/13/23		S012351215.005	
Bill To#	Ship To#	Price Br	Ship Br
50425	50425	3	10
PLEASE REMIT PAYMENT TO:			DUE DATE
VAN METER INC ACCOUNTS RECEIVABLE PO Box 801077 KANSAS CITY MO 64180-1077			11/13/23
TO VIEW AND PAY ONLINE GO TO:		ENROLLMENT TOKEN	
vanmeterinc.billtrust.com		HDM SKQ VHS	

YOUR PO/ORDER #		ORDERED BY	JOB/RELEASE #	YOUR ACCOUNT MANAGER	
PF7000				Brad Brightwell URB 2604	
ORDER WRITER		SHIP VIA	TERMS	ORDER DATE	SHIP DATE
Michael Komes CR		UPS STANDARD	NET 30 DAYS	10/31/22	10/13/23
ORDER QTY	SHIP QTY	DESCRIPTION			Unit Price/UM
1	1	A-B MEDIUM VOLTAGE DRIVE PER SPEC Quote#: 0025458207 Critical Spare Parts for PowerFlex 7000A =====			16307.000/E
		Freight (not included) and is estimated at \$3,500 =====			16307.00
		Non-cancelable, Non-returnable Build to Order Item =====			

mm

Invoice is due by 11/13/23.

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

Subtotal	\$16,307.00
Shipping & Handling	\$192.05
Sales Tax	\$0.00
Amount Due	\$16,499.05

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

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



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

Original \$15910.00

INVOICE

Total Invoice \$10,049.65
Invoice Number 6648498
Invoice Date 12/13/23
Sales Order Number/Type 4418002 SL
Branch Plant 58
Shipment Number 5237457

Sold To: 117729
ACCOUNTS PAYABLE
CITY OF GRIMES
101 NE Harvey St
Grimes IA 50111-2051

Ship To: 135451
CITY OF GRIMES
7850 NW 128th St
Water Treatment Plant
Grimes IA 50111

2236053

PAID

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #
1/27/24	Net 45	PPD Origin	HWTG			074

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	33384	Aqua Hawk® 347	N	120.0000	GA	\$0.3800	LB	1,209.6 LB	\$459.65
		1 LB BLK (Mini-Bulk)		1209.6000	LB			1,209.6 GW	

2.000	46394	Hydrogen Peroxide 34% Std	N	1.0000	TO	\$0.5300	LB	3,000.0 LB	\$1,590.00
		3000 LB NRT		3000.0000	LB			3,141.0 GW	

Lot/SN: 769724

3.000	59271	Vitec 3000	N	1.0000	TO	\$3.2000	LB	2,500.0 LB	\$8,000.00
		2500 LB TO		2500.0000	LB			2,675.0 GW	

Lot/SN: 092223

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

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

Page 1 of 1

Tax Rate 0 %
Sales Tax \$0.00

Invoice Total \$10,049.65

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

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

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

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

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

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

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

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

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.6(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 4020025

Page 40 of 980



EST. 1946

Phone: (515) 289-1755
www.hawkeyetruckequipment.com

5800 NW 2ND Street
P.O. Box 3283
Des Moines, IA 50316-0283

Invoice ID:	26142
Invoice Date:	12/14/2023

Bill To: 289000
Sold To: 289000

CITY OF GRIMES
101 N. HARVEY
GRIMES IA 50111

Ship To:

CITY OF GRIMES
101 N. HARVEY
GRIMES IA 50111

Customer PO	Terms	Sales Rep	Order Taker	Shipping Method
ROY	N10	Nick Hermann	TIM HESSELTINE	CPU
Vehicle Year	Vehicle Make	Vehicle Model	Vin Number	
2016	FORD	F-550	1FDUE5HT2GED15192	

ATTN: ROY

PH: 515-208-0025

1 - Make: Boss VBX Pintle Chain Spreader S/N: 415204472

- Model: VBX9000
- Empty Weight: 760 Pounds
- Overall Length: 126"
- Overall Width: 48"
- Overall Height: 49"
- Hopper Length: 107"
- Capacity: 3 Cubic Yards
- Spreading Width: 2 Feet - 40 Feet Dry Free Flowing Material
- Spreading Material: Fine Bulk Salt, Coarse Bulk Salt, Very Coarse Bulk Salt, Sand/Salt Mix and Sand
- Speed Control: In Cab Digital LCD Display Controller Is Back Lit for Clear Visibility and Ease of Use
- Dual Variable Speed Controls for Pintle Chain and Spinner
- Controller Will Self Diagnose Any Problems During Operation.
- Wiring Harness: Loomed Automotive Style with Molded Plugs That Are Non-Combustible
- Frame: All 3/16" Double Wall Polyethylene And 304 Stainless Steel (No Steel)
- Hopper: One Piece 3/16" Double Wall LLDPE Red Polyethylene Hopper With
- Smooth Inner Side Walls for Easier Material Flow
- Motors: (1) 1/8 Horsepower All Stainless Steel Electric Gearmotor for The Spinner
- 3/4 Horsepower All Stainless Steel Electric Gearmotor for The Pintle Chain
- Both Motors Are Completely Sealed in Weather Resistant Enclosure and Located on The Spinner End of The Spreader for Ease of Service
- Spinner: 14.5" Diameter Heavy Duty Urethane Spinner with A Sealed Motor
- Spinner Assembly: Is Easily Removable for Service and Ease of Maintenance
- Entire Spinner Assembly Is Adjustable in Height
- Spinner Chute Can Swing Open So Operator Can Dump Extra Material at The End of The Day or To Fill Up a Walk Behind Spreader
- Pintle: 14" Wide Mild Steel Pintle Chain with Chain Cleaning Brush That Removes Excess Material from Chain on Every Pass
- Full Length Slide Out Tray Captures Falling Deicing Material
- Pintle Chain Is Cased in A 304 Stainless Steel Trough
- Mounting: (4) Ratchet Straps (1) For Each Corner of The Sander That Is Hooked to The Trucks in Bed Tie Downs
- Top Screen: Heavy Duty Steel Rod Construction with Grid Pattern That Is Hinged in The Center for Ease of Opening from Both the Front and Rear of The Hopper
- Entire Top Screen Is Powder Coated Black
- Cover: 18 Ounce Vinyl Coated Polyester Tarp with Integral Tie Downs on The Sides, Front and Rear of The Hopper
- Third Brake Light: Is Standard, Located Above the Spinner Chute



INVOICE

Invoice ID: 26142

Invoice Date: 12/14/2023

Phone: (515) 289-1755
www.hawkeyetruckequipment.com

5800 NW 2ND Street
P.O. Box 3283
Des Moines, IA 50316-0283

- Spinner Work Light: Standard (2) Dual 55-Watt Halogen Variable Output Work Lights - (1) On Each Side of The Spinner Chute
- Work Lights Can Be Turned on/Off from the in-Cab Controller
- Operator Is Able to Adjust the Brightness of The Work Lights From 1-5 From the In Cab Controller
- Operator Is Able to Turn on/Off Work Lights from A Remote Light Switch at The Rear of The Spreader Also
- Warranty: 2 Years Parts and Labor
- ALL INSTALLED IN DES MOINES

ALSO INCLUDED ARE THE FOLLOWING OPTIONS:

FURNISH & INSTALL A BOSS DUAL VIBRATOR KIT
WELD (4) "D" RINGS TO THE INSIDE CORNER POSTS OF DUMP BODY FOR TIES DOWNS

PER STATE CONTRACT MA 21270B

THANK YOU FOR THE ORDER
TIM HESSELTINE

\$ 11,225.00

Please pay from this invoice - No statement will be sent. Original invoice required for returns.
Subject to a 1.5% finance charge after 30 days. Follow us on Facebook.
Check out our website at HawkeyeTruckEquipment.com

Order Sub-Total	\$11,225.00
Sales Tax	\$0.00
Order Total	\$11,225.00
Payments	\$0.00
Total Due	\$11,225.00

RESOLUTION 12-1923 TO APPROVE PURCHASE OF A SLIDE IN SALT SPREADER

Grimes Resolution No. 12-1923

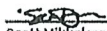
WHEREAS, the City of Grimes; is committed to ensuring the safety and well-being of its residents during winter weather conditions;

WHEREAS, the purchase of a slide-in salt spreader will enhance the City's ability to respond promptly and effectively to winter weather events; and,

WHEREAS, the Public Works Department has thoroughly researched and identified a suitable slide-in salt spreader that meets the needs of the City and will fit into the bed of a current 1-ton truck in the fleet;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Public Works Director is authorized to purchase a slide-in salt spreader from Hawkeye Truck Equipment utilizing state contract pricing.

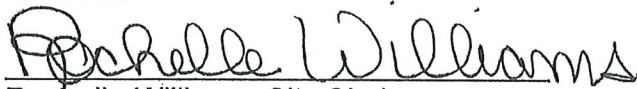
PASSED and APPROVED on December 12, 2023.



Scott Mikkelsen (Dec 12, 2023 16:57 CST)

Scott Mikkelsen, Mayor

Attested:



Rochelle Williams, City Clerk

GRIMES RESOLUTION NO. 7-_____

RESOLUTION AUTHORIZING PURCHASE OF PUMP FOR SE 37th LIFT STATION.

WHEREAS the City of Grimes is committed to providing efficient and reliable infrastructure to its residents; and,

WHEREAS, the SE 37th Street lift station plays a critical role in the City's wastewater management system; and,

WHEREAS, an existing pump at the SE 37th Street lift station has reached the end of its operational life and require replacement; and,

WHEREAS, City staff has thoroughly evaluated various options and determined that the most cost-effective and suitable solution is the purchase a new pump; and

WHEREAS, the purchase of the new pump will enhance the lift station's capacity, improve its operational efficiency, and reduce the risk of future potential failures,

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

1. Council approves the expenditure of funds for a new pump for the SE 37th St. lift station and,
2. Authorizes the Public Works Director to cause the installation of a new pump at the SE 37th Lift Station

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

Mayor Scott Mikkelsen

By:_____

Attest: City Clerk Rochelle Williams

By:_____



INVOICE

4280 E 14th Street
Des Moines IA 50313-2604 USATelephone: (515) 265-2222 / FAX (515) 265-8079
Toll Free 1-800-383-PUMP

www.electricpump.com

INVOICE NUMBER: 0904020-IN

INVOICE DATE: 11/30/2023

ORDER NUMBER: 0153199

SHIPMENT DATE: 11/30/2023

SALESPERSON: CHAD SPARKS

CUSTOMER NO: 9863176

SOLD BY: JRF

SOLD TO:
CITY OF GRIMES
101 N. HARVEY
GRIMES, IA 50111
United StatesSHIP TO:
CITY OF GRIMES
101 N. HARVEY
GRIMES, IA 50111
United StatesCONFIRM TO:
DAVEREFERENCE:
FLYGT 3202

CUSTOMER P.O.: DAVE

FOB: ORIGIN

SHIP VIA: OURTRK

Terms: Net 30 Days

ITEM NO.	ORDERED	SHIPPED	BACK ORD	PRICE	UNIT	AMOUNT
1130.23 REMOVED EXISTING PUMPS AND INSTALLED NEW FLYGT PUMPS AT THE 37TH STREET LIFT STATION						
0032021851649	2.00	1.00	1.00	45,953.00	EACH	45,953.00
			NP468-4 45/460/3 50' FLS FV+ANSI			
		1.00	Serial Number: 2360015			
			2360015			
1400000407129	2.00	2.00	0.00	763.00	EACH	1,526.00
			MINI-CASII/FUS 120/24VAC,24VDC			
SR3P-06	2.00	2.00	0.00	15.00	EACH	30.00
			IDEC 11 PIN SOCKET			

*** 3% CONVENIENCE FEE FOR CREDIT CARD CHARGE OVER \$5,000.00 ***

All return goods must have written approval from Electric Pump, before returning. Credit w
not be issued without written approval : if applicable there will be a Restock Fee.A 1.5% LATE CHARGE WILL BE ADDED TO
ACCOUNTS 30 DAYS AND OLDER

Net Invoice:	47,509.00
Freight:	746.26
Sales Tax:	0.00
Invoice Total:	48,255.26

ORIGINAL



INVOICE

4280 E 14th Street
Des Moines IA 50313-2604 USATelephone: (515) 265-2222 / FAX (515) 265-8079
Toll Free 1-800-383-PUMP

www.electricpump.com

PAID

SOLD TO:
CITY OF GRIMES
101 N. HARVEY
GRIMES, IA 50111
United StatesSHIP TO:
CITY OF GRIMES
101 N. HARVEY
GRIMES, IA 50111
United States

26235914

610-815-6350
new scum
pump & components

Page: 1

INVOICE NUMBER: 0904021-IN

INVOICE DATE: 11/30/2023

ORDER NUMBER: 0154962

SHIPMENT DATE: 11/30/2023

SALESPERSON: CHAD SPARKS

CUSTOMER NO: 9863176

SOLD BY: JRF

CONFIRM TO:
NICKREFERENCE:
SCUM PIT PUMP FLYGT

CUSTOMER P.O.: NICK

FOB: ORIGIN

SHIP VIA: OURTRK

Terms: Net 30 Days

ITEM NO.	ORDERED	SHIPPED	BACK ORD	PRICE	UNIT	AMOUNT
INSTALL NEW FLYGT PUMP AT THE 1801 NORTH JAMES STREET LIFT STATION						
0030850700047	1.00	1.00	0.00	9,588.00	EACH	9,588.00
NP463-3 3/230/3 50' FM FLS FV						
Serial Number: 2110062						
1400000407129	1.00	1.00	0.00	763.00	EACH	763.00
MINI-CASII/FUS 120/24VAC,24VDC						
SR3P-06	1.00	1.00	0.00	15.00	EACH	15.00
IDEC 11 PIN SOCKET						
*100-C12D10	1.00	1.00	0.00	197.71	EACH	197.71
AB 3P 110-120 CONTACTOR						
*193-1EFEB	1.00	1.00	0.00	125.26	EACH	125.26
AB E100 5.4-27.0 A DIRECT						
/TCZM	1.00	1.00	0.00	140.00	HOUR	140.00
TRAVEL-ZACH MILLER						
/TCKT	0.50	0.50	0.00	140.00	HOUR	70.00
TRAVEL-KAINEN GEORGE TOWNES						
/MIZM	40.00	40.00	0.00	2.25	MILE	90.00
MILEAGE-ZACH MILLER						
/SCZM	2.00	2.00	0.00	140.00	HOUR	280.00
SERVICE CALL-ZACH MILLER						
/SCKT	2.00	2.00	0.00	140.00	HOUR	280.00
SERVICE CALL-KAINEN GEORGE-TOWNES						

*** 3% CONVENIENCE FEE FOR CREDIT CARD CHARGE OVER \$5,000.00 ***

All return goods must have written approval from Electric Pump, before returning. Credit v
not be issued without written approval : if applicable there will be a Restock Fee.A 1.5% LATE CHARGE WILL BE ADDED TO
ACCOUNTS 30 DAYS AND OLDER

Net Invoice:	11,548.97
Freight:	150.17
Sales Tax:	0.00
Invoice Total:	11,699.14

ORIGINAL

C-0

C-M

Upper Midwest Athletic Construction, Inc.

3017 161st Ave NW
Andover, MN 55304

Invoice

20235775
KKB

Date	Invoice #
11/21/2023	5365

Bill To:
City of Grimes 1700 SE Destination Dr Grimes, IA 50111

PAID

P.O. No.	Terms	Due Date	Project
	Due on receipt	11/21/2023	GrimesPlex Benches ...

Description	Qty	Price Each	Amount
Furnish and install 1 EA 12'H x 360'L portable protective net system		24,673.50	24,673.50
Handwritten notes: 11/27/23 367-470-6504 Reg# [scribble] 2027734 [Signature]			

Total	\$24,673.50
Payments/Credits	\$0.00
Balance Due	\$24,673.50

Phone #	Fax #
763-753-1127	763-753-3619

Invoice	INV88842
Date	1/1/2024
Page	1

Grimes, City of
101 N. Harvey Street
Grimes IA 50111

Grimes, City of
101 N. Harvey Street
Grimes IA 50111

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		GRIME001	AG0209		NET 30	1/1/2024	95,685
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	0	INSTALL7	Installment 7 - Work Comp Prem 23-24	\$0.00	\$14,921.00	\$14,921.00

Subtotal	\$14,921.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$14,921.00

PAID

Invoice Number: SI87105
Invoice Date: 12/31/2023
Due Date: 1/30/2024

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

600.810 6499 47,875.
610.815 6499 16,480.

All pricing anticipates payment by check or ACH. Due to additional cost incurred, services paid by credit card will require an additional 5% processing fee.

Job Number: J01229
Job Description: City of Grimes

Customer ID C00136
P.O. Number
WA:

Date	Item/Description	Task Number	Qty. Unit	Unit Price	Total Price
12/31/2023	Monthly Compensation for the O&M-Agreement Monthly Contract Operations for December 2023	0053	1 Each	58,355.00	58,355.00

Phone: (727) 848-8292 Ext. 219
Toll Free: (866) 753-8292 Ext. 219
Email: ar@uswatercorp.net

Subtotal: 58,355.00
Invoice Discount: 0.00
Total Sales Tax: 0.00
Total USD: 58,355.00



C-0

Date	Invoice Number
December 13, 2023	128529
Payment Terms	Due Date
Upon Receipt	December 13, 2023

Bill To:
Marcia Woodke
City of Grimes, Iowa,
101 NE Harvey Street
Grimes, IA 50141
United States of America

PAID

Company Address:
1735 Market Street
42nd Floor
Philadelphia, PA 19103
+1 (215) 5676100
Federal Tax ID: 81-1642787

Remittance Options:

Via ACH (preferred):	Via Wire:	Via Mail:
PFM Financial Advisors LLC Bank Name: M&T Bank ACH# (ACH): 031302955 Account #: 9865883681	Bank Name: M&T Bank ABA# (Wire): 022000046 Account #: 9865883681	PFM Financial Advisors LLC P.O. Box 65117 Baltimore, MD 21264-5117 United States of America

RE: City of Grimes Municipal Advisor Services - 2022 & 2023 Regional Water Analysis.

Professional Fees	\$15,000.00
Total Amount Due	\$15,000.00

CIWW water analysis

600-810-6490

mw

CITY OF JOHNSTON ACCOUNTS RECEIVABLE INVOICE

6221 MERLE HAY ROAD

PO BOX 410

JOHNSTON, IA 50131-1226

PHONE (515) 278-2344



CITY OF GRIMES

101 NE HARVEY ST

GRIMES IA 50111-2051

CUSTOMER#: 91-102

INVOICE#: 202401084853

INVOICE DATE: 1/08/2024

DUE DATE : 2/07/2024

P.O. # :

PAID

001.150.6413

001.160.6413

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

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
GRIMES 28E FIRE CONTRIBUTION	0.00		0.00	0.00
GRIMES 28E FIRE CONTRIBUTION	0.00		0.00	57,086.92
GRIMES 28E AMB CONTRIBUTION	0.00		0.00	191,117.08

CITY OF GRIMES

91-102

INVOICE#: 202401084853

TOTAL DUE : \$248,204.00

PLEASE REMIT BOTTOM PORTION WITH YOUR PAYMENT

THANK YOU

CITY OF JOHNSTON ACCOUNTS RECEIVABLE INVOICE

6221 MERLE HAY ROAD
PO BOX 410
JOHNSTON, IA 50131-1226
PHONE (515) 278-2344



CITY OF GRIMES
101 N HARVEY STREET
GRIMES, IA 50111

CUSTOMER#: 10-102
INVOICE#: 202312064803
INVOICE DATE: 12/06/2023
DUE DATE : 1/05/2024
P.O. # :

PAID

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

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
2023 3RD QTR SHARE OF GEMT	0.00	1	0.00	0.00
JUNE - SEPT 2023 SHARE OF GEMT	0.00	1	0.00	17,669.12 ✓
GRIMES SHARE/FFS CLAIMS	0.00	1	0.00	0.00
FFS CLAIMS 01MAY23- 31JUL23	0.00	1	0.00	247.34 ✓

001-160-6413
may 23 - July 23 GEMT REIMBURSEMENT

CITY OF GRIMES

10-102

INVOICE#: 202312064803

TOTAL DUE : \$ 17,916.46

PLEASE REMIT BOTTOM PORTION WITH YOUR PAYMENT

THANK YOU

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



CITY OF GRIMES
101 N HARVEY STREET
GRIMES, IA 50111

CUSTOMER#: 10-102
INVOICE#: 202312064802
INVOICE DATE: 12/06/2023
DUE DATE : 1/05/2024
P.O. # :

PAID

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

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
2023 3RD QTR AMB BILLING REIMB	0.00	1	0.00	0.00
JUNE - SEPT 2023 BILLING REIMB	0.00	1	0.00	8,594.10

001-160-6499

June 23 - Sept 23 AMB REIMBURSEMENT

CITY OF GRIMES

10-102

INVOICE#: 202312064802

TOTAL DUE : \$ 8,594.10

OK RES

PLEASE REMIT BOTTOM PORTION WITH YOUR PAYMENT

THANK YOU



10100 Dennis Drive | Urbandale, IA 50322 | 515-253-9005 | vanwall.com

VC-0
C-M
20236215

399-216-6727
JD Rotary Cutter

Remittance Address:
4170 NW Urbandale Dr
Urbandale, IA 50322

Invoice to Account No: 38302

CITY OF GRIMES
101 NE HARVEY ST.
GRIMES IA 50111
US

REC'D JAN 11 2024

Bus Ph: (515)986-3036

Prv Ph:

SALES INVOICE

Invoice No: 6111654
Date: 1/8/2024
Page: 1 of 1
Cust PO No: 08641248
Tax Exempt No:
Payment Type: Account

STOCK UNIT DETAILS

STOCK No.	TYPE	ATTCH-TO	MAKE	MODEL	MODEL NAME	PIN	SALE PRICE
843572	New		JOHN DEERE	FC15R	FC15R ROTARY CUTTER	1P0FC3RETPE002661	\$30331.60
							\$30,331.60

INVOICE ALLOCATION

DESCRIPTION

Transfer to CITY OF GRIMES, customer number 38302

VALUE

\$30331.60

INVOICE NOTES

STATE CONTRACT IA NASPO MA22136 (PG AN CG 22)

\$30,331.60

Salesperson: MICHAEL SCHECHINGER

Total Selling Price	\$30,331.60
Plus Freight and Handling:	\$0.00
Plus Insurance:	\$0.00
Less Discount:	\$0.00
Plus Stamp Duty:	\$0.00
Plus Registration Fee:	\$0.00
Plus Additional Charges:	\$0.00
Plus Parts Attachments:	\$0.00
Plus Agreements:	\$0.00
Plus Sales Tax:	\$0.00
Total Invoice:	\$30,331.60

Less Net Equity from Trade In(s):	\$0.00
Plus Refund:	\$0.00
Less Pre-Trade Payment:	\$0.00
Less Deposit:	\$0.00
Less From Finance Contract:	\$0.00
Less Invoice Payment:	\$0.00
Amount Due:	\$30,331.60

PAYMENT DUE
UPON RECEIPT

TERMS AND CONDITIONS

Payment due upon receipt of this invoice.

Received by: Date:



JOHN DEERE

Selling Equipment

Quote Id: 27897187

Customer: CITY OF GRIMES

JOHN DEERE FC15R Flex Wing Rotary Cutter

Hours:

Suggested List

Stock Number:

\$ 39,910.00

Selling Price

\$ 30,331.60

Code	Description	Qty	Unit	Extended
22F0P	FC15R Flex Wing Rotary Cutter	1	\$ 35,669.00	\$ 35,669.00
Standard Options - Per Unit				
0202	United States	1	\$ 0.00	\$ 0.00
1210	Torsional Suspension	1	\$ 401.00	\$ 401.00
2541	Inward Rotation	1	\$ 0.00	\$ 0.00
3325	8 Pneumatic Tires - (Double tires on center and wings) - Severe duty ag tires	1	\$ 1,312.00	\$ 1,312.00
3511	540 RPM Driveline - Cat 6	1	\$ 0.00	\$ 0.00
3603	540 RPM - 125 HP Gearbox - Commercial duty - Inward rotation	1	\$ 0.00	\$ 0.00
5140	Swivel Hitch	1	\$ 602.00	\$ 602.00
5280	Rigid Casting Tongue	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 2,315.00
Other Charges				
	Freight	1	\$ 1,926.00	\$ 1,926.00
Other Charges Total				\$ 1,926.00
Suggested Price				\$ 39,910.00
Customer Discounts				
Customer Discounts Total			\$ -9,578.40	\$ -9,578.40
Total Selling Price				\$ 30,331.60



Remit to:
MTI DISTRIBUTING, INC.
SDS 12-1900
PO BOX 86
MINNEAPOLIS, MN 55486-1900

✓ C-O
M

\$43,368.00 399-210-6727
399-430-6727

28

Invoice

Invoice Date		Terms	Invoice #	
12/20/23		Net 30 Days	1379434-00	
Enter Date	PO #	Service Order #		Page #
4/11/23	PO Pending	A000002397		1 of 1

20236178

Bill To	Customer #	4104835
Grimes, City of 101 NE Harvey St Grimes, IA 50111-2051		

Ship To
Grimes, City of 101 NE Harvey St Grimes, IA 50111-2051

Notes	Instructions		
Contact: Jeremy Thayer (515) 514-1034 HOC 4" No delivery until after July 1, 2023	PAID		
Ship Point	Via	Shipped	Tracker #
Brooklyn Center, MN	MTI Delivery	12/20/23	

Line	Product	Description	Order Qty	BO Qty	Shipped Qty	Qty UM	Unit Price	Amount(Net)
1	30609 Serial #: 416302750	Groundsmaster 4000-D (T4)	1.00	0.00	1.00	E	86,235.24	86,235.24
2	31522	4WD Flow Divider Kit KIT - GM 4000 F17 AND UP	1.00	0.00	1.00	E	500.76	500.76
3	000	Labor	4.00	0.00	4.00	HR	0.00	0.00
4	ins	Service Inspection	1.00	0.00	1.00	ea	0.00	0.00
5	Gas	GAS (per gallon)	22.00	0.00	22.00	E	0.00	0.00

5 Lines Total							Subtotal	86,736.00
							Taxes	0.00
							Total	86,736.00
							Balance Due	86,736.00

[Handwritten signature]

Correspondence To: MTI Distributing Inc. 4830 Azelia Av N, Ste 100 Brooklyn Center, MN 55429-3836
www.mtidistributing.com Phone: 763-592-5600 or 800-362-3665

Title and risk of loss transfers upon FOB shipping point.



Count on it.

INVOICE

Integrated Print Solutions
48 PO Box
Grimes, IA 50111

iprint@huxcomm.net
+1 (515) 460-2289
Integrated Print Solutions

✓CO
integratedprint
SOLUTIONS

20236107

City of Grimes

Bill to
City of Grimes
101 N. Harvey
Grimes, IA 50111

Ship to
City of Grimes
101 N. Harvey
Whitney Tucker
Grimes, IA 50111

001.4606506

Invoice details
Invoice no.: 6291
Terms: Net 15
Invoice date: 01/08/2024
Due date: 01/23/2024

B

1/2 5406.69

PAID

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		Printing		8500	\$1.074	\$9,129.00
		Print, sort, bundle and deliver to post office - 40 page COG Parks/Library services stitched booklet - #60 gloss text all sheets				
2.		Postage		8125	\$0.227	\$1,844.38
		Postage				
Total						\$10,973.38

from JW 1/10

Handwritten signature



Member Invoice

Member Name: City of Grimes
Policy Number: R0095PC2024-3

Anniversary Date: 01/01/2024

Coverage	Limit of Coverage	Contribution
General Liability	\$2,000,000	\$47,144
Auto Liability	\$2,000,000	\$15,310
Law Enforcement Liability	\$2,000,000	\$489
Public Officials Liability	\$2,000,000	\$8,106
Excess Liability	\$9,000,000	\$27,786
Vehicles	\$6,510,047	\$49,132
Property	\$124,749,057	\$369,632
Equipment Breakdown	Included	Included
Crime	\$200,000	\$368
TOTAL CONTRIBUTION		\$517,967

MAKE CHECKS PAYABLE TO IOWA COMMUNITIES ASSURANCE POOL ON OR BEFORE:
01/01/2024

Payment for this invoice can be submitted electronically via the ICAP website. Please visit www.icapiowa.com and click "Member Pay" at the top right of the page to pay via ACH transfer. There is no fee for utilizing this service. If you require assistance or prefer to pay via check, please contact the ICAP office via 1-(800) 383-0116.



Member Invoice

Member Name: City of Grimes
Policy Number: R0095PC2024-3

Anniversary Date: 01/01/2024

Coverage	Limit of Coverage	Contribution
General Liability	\$2,000,000	\$47,144
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Crime	\$200,000	\$368
TOTAL CONTRIBUTION		\$517,967

MAKE CHECKS PAYABLE TO IOWA COMMUNITIES ASSURANCE POOL ON OR BEFORE:
01/01/2024

Payment for this invoice can be submitted electronically via the ICAP website. Please visit www.icapiowa.com and click "Member Pay" at the top right of the page to pay via ACH transfer. There is no fee for utilizing this service. If you require assistance or prefer to pay via check, please contact the ICAP office via 1-(800) 383-0116.

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



202 35443
partial
ROF

Date	Invoice
01/12/2024	663639-H
Account Number	
9863036	

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

373.650 6504

Ship To
City of Grimes Iowa Attn: Rob Fox 101 NE Harvey Street Grimes, IA 50111 United States

Terms	Due Date	PO Number	Reference
Net 30 days	02/11/2024	PO#20235443	Order #131959

Other Charges	Quantity	Price	Amount
Billable Other Charges R9W90A#ABA: Aruba CX 8100 48XF4C Ethernet Switch - Manageable - 10 Gigabit Ethernet, 100 Gigabit Ethernet - 10GBase-X, 100GBase-X - 3 Layer Supported - Modular - 450 W Power Consumption - Optical Fiber - PoE Ports - 1U High - Surface Mount, Cabinet Mount, Rack-mounta Serial Number(s): SG3BLRT0J0, SG3BLRT0J3	2.00	10,678.00	21,356.00
Total Other Charges:			21,356.00

PAID

Make checks payable to: Heartland Business Systems, LLC. PO Box 856846 Minneapolis, MN 55485-6846 ACH Instructions: Account Title: Heartland Business Systems, LLC Bank: Wells Fargo Bank, N.A. 1900 South Webster Ave, Green Bay, WI 54301 Account #: 4128255502 Bank Routing/ABA #: 121000248 Remittance Email: Remiteft@hbs.net This purchase is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at http://www.hbs.net/standard-terms-and-conditions , which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2020.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over the version on the website.	Invoice Subtotal:	21,356.00
	Sales Tax:	0.00
	Invoice Total:	21,356.00

Thank you for your business!

MS



001 DESMOINES
4529 NE 7TH
DES MOINES, IA 50313
PHONE: 515-280-1122

A 3% Surcharge will be added to
credit card payments made to pay
account balances.

110-210-6417
Invoice *bulk crack seal*

INVOICE #	DM165419
LOCATION	001
DATE	12/20/23
PAGE	1 OF 1

REMIT TO:
ACCOUNTS RECEIVABLE
CARROLL CONSTRUCTION SUPPLY
207 W 2ND SUITE 3
OTTUMWA, IA 52501
PHONE: 641 455-5545

REC'D DEC 22 2023

BILL TO

CITGRI
CITY OF GRIMES
101 NE HARVEY STREET
GRIMES, IA 50111

SHIP TO

CITY OF GRIMES
101 NE HARVEY STREET
GRIMES, IA 50111

ORDER NUMBER DM191101	ORDER DATE 12/06/23	CUSTOMER P/O NUMBER JOINT SEALANT QUOTE	PAYMENT TERMS NET 30
WRITTEN BY RUSSELL KEITH	CONTACT JEREMIAH	SHIP VIA 3RD PARTY CARRIER	
FREIGHT TERMS FREIGHT TERMS AS AGREED	JOB NUMBER	SALES REP SCOTT STOVER	

PRODUCT/DESCRIPTION	QUANTITY OPEN	QUANTITY SHIPPED	QUANTITY BACKORDERED	PRICE	U/M	EXTENSION
---------------------	------------------	---------------------	-------------------------	-------	-----	-----------

3405 792 792 0 31.330 EA 24,813.36

3405 POLYMERIC JOINT SEAL
ABOVE PRICING IS DIRECT
SHIPPED TO CUSTOMER. PRICE
INCLUDES FREIGHT TO GRIMES,
IA.
THIS EQUALS .57 PER POUND

PAID

☐ TAX EXEMPT

Include a copy of your tax exempt certificate with your adjusted
payment. If certificate is on file, list job name or number:

CUSTOMER AGREES THAT TERMS ON REVERSE SIDE
CONSTITUTE PART OF SALE OR LEASE AGREEMENT

RECEIVED BY

MERCHANDISE TOTAL	DEL/PICK UP	MISC CHARGE	TAX	FREIGHT	DEPOSIT AMOUNT	DEPOSIT APPLIED	INVOICE TOTAL
24,813.36	0.00	0.00	0.00	0.00	0.00	0.00	24,813.36



001 DES MOINES
4620 NE 7TH
DES MOINES, IA 50313

Quotation

QUOTE #	DM011111
LOCATION	001
DATE	11/15/23
PAGE	1 OF 1

BILL TO

CITGRI
CITY OF GRIMES
101 NE HARVEY STREET
GRIMES, IA 50111

SHIP TO

CITY OF GRIMES
101 NE HARVEY STREET
GRIMES, IA 50111

QUOTE DATE 11/15/23	EXPIRE DATE 12/15/23	REQUIRED DATE	REFERENCE NUMBER JOINT SEALANT QUOTE	PAYMENT TERMS NET 30
WRITTEN BY RUSSELL KEITH			CONTACT JEREMIAH	SHIP VIA
FREIGHT TERMS FREIGHT TERMS AS AGREED			JOB NUMBER	SALES REP SCOTT STOVER

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
3405M55	900	31,330	EA	28,197.00

3405 MODIFIED 55# IA. STATE AP
ABOVE PRICING IS DIRECT
SHIPPED TO CUSTOMER. PRICE
INCLUDES FREIGHT TO GRIMES,
IA.

THIS EQUALS .57 PER POUND

MERCHANDISE TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	QUOTE TOTAL
28,197.00	0.00	0.00	0.00	0.00	28,197.00

Accepted:

By: _____

Date: _____

WHITE CAP[®] ON ACCOUNT



678 - WC Des Moines IA (STS)
2205 Bell Avenue
Des Moines, IA, 50321
(515) 243-6286

QUOTE

56277065

THIS IS A QUOTE ONLY DO NOT SHIP OR
TENDER FUNDS

Sold To: 1000062660
CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA, 50111

Ship To: CITY OF GRIMES/YARD,10000439083
101 NE HARVEY ST
GRIMES, IA, 50111
Job Site Contact:
Job Site Phone:
Map #:

04:26 PM

Ordered By: JEREMIAH THAYER

Contact Phone: 515-5141034

Quote Number		Quote Date	Valid Until	Request Date	Sales Person	
56277065		11/15/2023	11/29/2023		DES MOINES HOUSE - 104	
Terms		Shipping Method	Quote Name	Customer PO	Created By	
N30D		0, Will Call			Heimann, A	
S/O	Part #	Description	Ord Quantity	U/M	Price	Amount
	H/M			Unit Weight	Per S/O	
10	SP/80102-NB-JL02	DBERY 102 SBALANT MELTABLE PACKAGING THIS ITEM IS SPECIAL ORDER AND MAY BE NON-RETURNABLE	42900	LBS	\$0.65189	\$27,966.08
				1 LBS		
20	SP/80101-NB-JL02	DBERY 101 SBALANT MELTABLE PACKAGING THIS ITEM IS SPECIAL ORDER AND MAY BE NON-RETURNABLE	42900	LBS	\$0.75242	\$32,278.82
				1 LBS		

Shipped amount	\$60,244.90
Order charges	\$0.00
Tax amount	\$0.00
Lumber Tax rate/amount	1.00% \$0.00
Quote total	\$60,244.90

RESOLUTION 01-0424 APPROVING STATE OF IOWA ALCOHOL LICENSES

Grimes Resolution No. 01-0424

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, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, The attached (Exhibit A) Alcohol Licenses shall be approved.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

Council Meeting January 23, 2024

ABD License Renewal

1. **Quik Trip #531- 1900 SE 37th St.- Class E Retail Alcohol License**
2. **Dollar General Store- 421 SE Gateway Dr.- Class B Retail Liquor License**



**ALCOHOLIC BEVERAGE LICENSE
STAFF APPROVAL FORM**

Establishment Name: Dollar General Store

Establishment Address: 421 SE Gateway Dr.

License Class: ☒ Class B Retail Alcohol License

Privileges: Outdoor Service ☐ Catering ☐ New ☐ Renewal ☒

Fire Department Approval

Fire Inspection Date: Jan 24, 2024

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: Jim Cook Fire Chief

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: _____



**ALCOHOLIC BEVERAGE LICENSE
STAFF APPROVAL FORM**

Establishment Name: Quik Trip #531

Establishment Address: 1900 SE 37th St.

License Class: ☒ Class E Retail Alcohol License

Privileges: Outdoor Service Catering New ☐ Renewal ☒

Fire Department Approval

Fire Inspection Date: Jan. 4, 2024

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: Jim Clark Fire Chief

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: _____

Grimes Resolution No. 01-0524

WHEREAS, establishments within a city's limits may apply for cigarettes/tobacco, Alternative nicotine or vapor product permits within the city;

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the attached Exhibit A be approved for permits and Authorizing the city clerk to issue permits.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

Instructions on the reverse side

For period (MM/DD/YYYY) 01 / 08 / 2024 through June 30, 2024

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

Business Information:

Trade Name/DBA SPIRITS LIQUOR - 1
Physical Location Address 109 E 1st street City Grimes ZIP 50111
Mailing Address 109 E 1st street City Grimes State IA ZIP 50111
Business Phone Number 515-986-7373

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP ABC LLC
Mailing Address 109 E 1st street City Grimes State IA ZIP 50111
Phone Number 515-986-7373 Fax Number _____ Email rajenchhetri15@gmail.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☐
Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

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

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

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

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

Name (please print) Rajen Chhetri Name (please print) _____
Signature [Signature] Signature _____
Date 01/08/2024 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 50.-
- Fill in the date the permit was approved by the council or board: 1-23-2024
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: City of Grimes
- New ☒ Renewal ☐

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

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

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Lease Agreement with Crossroads Community Church

BACKGROUND: Previously, the church paid monthly fees totaling \$8400 per year. The proposed lease agreement requires the church to pay a fixed amount of \$11.00 per square foot for use of office and storage space. Furthermore, the church has the option to rent other rooms in the Grimes Community Complex at the market rate.

BUDGETARY CONSIDERATIONS: On January 1 each year, the Church will pay a yearly fixed amount of \$14,685 for lease of office and storage space.

STRATEGIC PLANNING:

Prioritized: X 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 ACTIONS: Approved by the Park Board January, 10, 2024

STAFF RECOMMENDATION: Staff recommends approval of the lease agreement between the City of Grimes and Crossroads Community Church

RESPONSIBLE STAFF/CONTACT INFORMATION:

Brian Becker, Parks and Recreation Director, 515-986-2143, bbecker@grimesiowa.gov

Prepared by: Brian Becker

Return to: Brian Becker

RESOLUTION APPROVING THE LEASE AGREEMENT BETWEEN THE CITY OF GRIMES
AND CROSSROADS COMMUNITY CHURCH

Grimes Resolution No. 01-0624

WHEREAS, the City of Grimes (Grimes) has previously leased Community Complex space located at 410 SE Main St. to Crossroads Community Church and

WHEREAS, Crossroads Community Church continues to have a need to lease space from Grimes and

WHEREAS, Grimes Staff proposes that community complex office and storage space be leased to Crossroads Community Church at a rate of \$11 per square foot, totaling \$14,865 per year and

WHEREAS, Crossroads Community Church will also have the option to rent additional community complex space at the market rate set by Grimes and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor and City Clerk are authorized to execute the attached lease agreement on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by vote of ___ to ___ on the 23rd day of January 2024, and approved by the Mayor on the 23rd day of January 2024.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

GRIMES COMMUNITY COMPLEX

LEASE AGREEMENT

**BY and BETWEEN THE CITY OF GRIMES, IOWA
and CROSSROADS COMMUNITY CHURCH**

This Lease Agreement ("AGREEMENT") is entered into this ____ day of _____, 2024, by and between the CITY OF GRIMES IOWA ("CITY" or "PARTY") and CROSSROADS COMMUNITY CHURCH, ("CHURCH" or "PARTY") (collectively "PARTIES").

RECITALS

- A. The CITY is the owner of the real property and improvements encompassing and known as the Grimes Community Complex, Grimes 410 SE. Main Street, Grimes, Iowa 50111 (the "CENTER")
- B. The CITY and CHURCH desire to enter into an agreement for the use of the CENTER as the site for the provision of services associated with office space, community gathering and storage.
- C. The CITY and the CHURCH desire to enter into an agreement for the use of rooms 303, 204 and storage in the banquet hall, for office space and storage. Additional room rentals for the CHURCH to hold community gatherings, educational and recreational programs at the CENTER, such as rooms 402, 304 (Banquet Hall), 301 (Gymnasium) and 300 (Kitchen/Cafeteria) (collectively, the ADDITIONAL ROOMS) at normal rental rates, as may be adjusted by the City from time to time.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the CITY and CHURCH agree as follows:

1. LEASE SPACE

In consideration of the rents, covenants, and agreement to be performed by the CHURCH, the CITY hereby leases to the CHURCH, and CHURCH rents from the CITY, the CENTER'S room's 204, storage in the banquet hall and 303 (LEASE SPACE) exclusively. The LEASE SPACE consists of approximately 1,335 square feet, as shaded in blue on the floor plan attached hereto as **APPENDIX A.**

Included in the rent, the CHURCH shall further have the right to use, in common with others, the parking areas, restrooms, driveways, sidewalks, and other landscaped

areas of the CENTER, subject to the terms of this Agreement and any reasonable rules or regulations adopted by the CITY.

The CHURCH shall further have the non-exclusive right to rent at hourly rates one or more of the ADDITIONAL ROOMS on a regular or ad hoc basis, subject to availability and any reasonable rules or regulations adopted by the CITY, as provided in this AGREEMENT.

2. TERM

The term of this AGREEMENT shall be commencing on January 24, 2024, continuing in effect, and expiring on January 24, 2025, unless otherwise extended or amended by agreement of the parties. Tenant shall not occupy any portion of the LEASE SPACE beyond the termination or expiration of this AGREEMENT, and any holdover by the CHURCH shall not cause the AGREEMENT to automatically renew.

If the CHURCH wishes to extend this AGREEMENT, it shall give the CITY written notice no later than 120 days prior to the expiration of the lease term, and the parties agree to negotiate in good faith to amend or extend this AGREEMENT.

Notwithstanding, the terms and provisions of this AGREEMENT may be amended from time to time as mutually agreed by the parties, subject to approval by resolution or motion of the PARTY'S respective Council or Board authorizing the execution of such amendment.

3. RENTAL PAYMENTS

Upon execution of this AGREEMENT, the CHURCH shall annually pay to the CITY as rent the sum of **\$14,685.00** commencing on January 1, 2024, and on January 1 each year thereafter. Rent shall be charged based on an annual rate of \$11.00 per square foot calculated on (office space room #303 of 344 sq ft, room #204 space of 847 sq ft, and banquet hall storage space of 144 sq ft), for a **total of 1335 square foot**, which equals a fair market rental charge of \$14,685.00 per year. Rent shall be payable to the CITY by delivery to the Grimes City Clerk at the start of the lease term and each year thereafter on or before January 1st. The CHURCH shall also be responsible pay the CITY for other charges and obligations related to its optional room rentals, listed on the second Tuesday of each month, but the CITY will not charge an additional CAM fee for use of the common areas described in Section 1. The CHURCH hereby acknowledges receipt of the CITY's current rental rate sheet for the additional rooms, and understands that such rates are subject to adjustment by the CITY in its sole discretion upon 30 days written notice.

4. GOVERNANCE

No separate entity is created by this AGREEMENT.

5. ADMINISTRATION

This AGREEMENT will be administered by the CITY'S Parks and Recreation Director or designee and the CHURCH or designee.

6. ALTERATIONS AND CONDITION

The CHURCH accepts the LEASE SPACE in "as-is" condition, and the parties agree that the CITY is not required to make any improvements thereto. Except as provided elsewhere in this AGREEMENT, the CHURCH shall not make any alterations or improvements, or install any equipment or fixtures in the LEASE SPACE or CENTER without the prior consent of the CITY.

7. OWNERSHIP

The CENTER is and will at all times be owned by the CITY. The CHURCH owns and will at all times own the items listed in **APPENDIX B**. The CHURCH shall be solely responsible for maintaining and securing any property owned by the CHURCH which may be stored in the CENTER, and the CITY shall not be responsible for any damage or loss to such property, except as the result of the intentional acts of the CITY.

8. USE OF CENTER

- a. The CITY shall provide the CHURCH exclusive use of the LEASE SPACE for office use and storage and additional room rental space for community gatherings to serve significant health, recreational and educational purposes within the Grimes area at normal room rental rates.
- b. The CHURCH shall have the right to staff the LEASE SPACE for office use.
- c. Subject to CITY approval, the CHURCH shall have the right to use appropriate signs bearing CHURCH identification and other appropriate logos within the CENTER.
- d. The CHURCH shall not use the LEASE SPACE or CENTER in any way which would adversely affect the value or character of the CENTER, or otherwise violate the ordinances, rules or regulations of the CITY.
- e. The use of the LEASE SPACE by the CITY shall not unreasonably interfere with the ability of the CHURCH to conduct normal business associated with office space, storage and community gatherings under this AGREEMENT.

The CITY shall have the sole right to establish all ordinances, rules, regulations and policies regarding use of the CENTER.

- f. In the event that the CHURCH desires to rent any ADDITIONAL ROOMS, the

CHURCH shall contact the CITY to reserve such rooms pursuant to the CITY's scheduling policy, as may be amended from time to time, which is incorporated in this AGREEMENT by this reference. The CHURCH acknowledges that rental of any ADDITIONAL ROOMS is made on a first-come first-served basis, and that the CITY specifically makes no warranties or representations regarding the availability of such ADDITIONAL ROOMS.

9. DUTIES OF THE CITY

- a. The CITY shall be responsible for providing all utilities at its sole expense.
- b. The CITY shall be responsible for the maintenance and upkeep of the building envelope and mechanical, electrical and plumbing systems.
- c. The CITY shall be responsible for the maintenance and upkeep of the grounds surrounding the CENTER.
- d. The CITY shall be responsible for snow removal.
- e. The CITY shall be responsible for contracting for garbage removal from the CENTER.
- f. The CITY shall be responsible for cleaning the CENTER floors, cleaning and stocking all restrooms.

10. DUTIES OF THE CHURCH

- a. The CHURCH shall be responsible for providing the necessary staff and support services to accommodate community gatherings, office space and storage at its sole expense.
- b. The CHURCH shall be responsible for all damages caused by or arising from the CHURCH'S use of the LEASE SPACE or any ADDITIONAL ROOMS.
- c. The CHURCH shall be responsible for daily sweeping, mopping floors, and removal of garbage in the LEASE SPACE, and for removal of garbage in any ADDITIONAL ROOMS.
- d. The CHURCH shall be responsible for the LEASE SPACE.
- e. The CHURCH shall promptly notify the CITY of any maintenance concerns regarding the LEASE SPACE, ADDITIONAL ROOMS, or CENTER.

- f. The CHURCH shall indemnify the CITY for any and all liability, including attorney fees, for any claims for personal injury or property damage that arise as the result of any CHURCH activities in the CENTER and are attributable to any negligence or intentional acts by the CHURCH, its leaders or employees, or its members or attendees.

11. COMPLIANCE WITH THE LAW

The CHURCH shall comply with all ordinances of the CITY and obtain all licenses or permits which may be required for the conduct of the organization within the terms of this AGREEMENT, or which may be required for the making of repairs or improvements to the CENTER for its specific operations.

12. INSURANCE

- a. The CHURCH shall be responsible for the cost of their own insurance associated with the operation of the CENTER. The CHURCH shall carry insurance for the coverage specified in APPENDIX C. No insurance provision referenced or obtained as a result of this lease is intended to eliminate any governmental immunities afforded to the CITY by Iowa Code Chapter 670.
- b. Mutual Waiver of Subrogation: To the extent permitted by law, the CITY and the CHURCH hereby release the other, including its elected and appointed officials, its employees, agents and volunteers and others working on its behalf, from and against any and all liability or responsibility to the other or anyone claiming through or under the other by way of subrogation or otherwise, for any loss or damage to property, bodily injury or occupational injury, caused by fire or any other casualty.

13. TERMINATION OF AGREEMENT

This AGREEMENT shall terminate upon expiration of the AGREEMENT term. This AGREEMENT may also be terminated prior to expiration of the AGREEMENT term, as follows:

- a. By mutual AGREEMENT of the PARTIES and pursuant to a thirty (30) day written termination AGREEMENT.
- b. By convenience by either PARTY with ninety (90) written notice of termination served on the other PARTY pursuant to the requirements of section 16 of the AGREEMENT.
- c. If either PARTY determines the other is in default, it shall mail a notice to the other party stating the particulars of the default and offering a reasonable opportunity to cure of at least 30 days. Each PARTY agrees make a good faith effort to resolve the matter informally prior to the end of the termination notice

period. If, after receipt of notice of default pursuant to this subsection (c), the CHURCH fails to cure the default during the period specified in the notice, the CITY may elect to terminate this AGREEMENT, and may immediately upon termination repossess the LEASE SPACE, and shall not be required to return, refund or otherwise pay the CHURCH any amounts previously paid to the CITY pursuant to this agreement, which shall be retained by the CITY as liquidated damages and not as a penalty.

In the event of termination pursuant to subsections (a) or (b) of this Section 13, the annual rent shall be prorated on a monthly basis, and the CHURCH shall be entitled to a refund of any rental amounts paid in advance based on the number of whole months remaining in the then current lease year.

14. OWNERSHIP/DISPOSITION AT TERMINATION

Upon expiration or termination of this AGREEMENT, the CITY will retain sole ownership of the Center. Upon termination of this AGREEMENT the CHURCH shall retain sole ownership of all items listed on APPENDIX D.

15. ASSIGNMENT

Neither the CITY nor the CHURCH shall assign its interest or obligations under this AGREEMENT without the prior written consent of the other PARTY.

16. NOTICES

Notices as provided for in this AGREEMENT to the CITY shall be deemed sufficient if sent by certified mail with return receipt requested to the City of Grimes, Attention: Brian Becker, Grimes Parks and Recreation Director, Grimes City Hall, 410 SE. Main Street, Grimes, Iowa, 50111.

Notices as provided for in this AGREEMENT to the CHURCH shall be deemed sufficient if sent by certified mail with return receipt requested to Crossroads Church, Attention: Jason Friesen, Lead Pastor, 410 SE Main Street, Iowa, 50111. All notices shall be deemed given on the day of receipt.

17. ENTIRE AGREEMENT

This AGREEMENT, including attachments hereto and by this reference incorporated herein, constitutes the entire understanding between the PARTIES and cannot be modified or terminated orally, but only by agreement in writing signed by both PARTIES.

19. OTHER

If any provision of this AGREEMENT be declared invalid or unenforceable, the remainder of the AGREEMENT shall continue in full force and effect. This AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the PARTIES to this AGREEMENT have hereunto set their hands on this day and year as first above written.

Crossroads Church



Jason Friesen, Lead Pastor
Crossroads Church

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, as the Lead Pastor of Crossroad Church and that the instrument was signed on behalf of the church, by authority of its Board of Directors, and that _____ acknowledged the execution of the instrument to be the voluntary act and deed of Polk County, Iowa, by it and by them voluntarily executed.

Notary Public in the State of Iowa

CITY OF GRIMES, IOWA

Scott Mikkelsen
Mayor

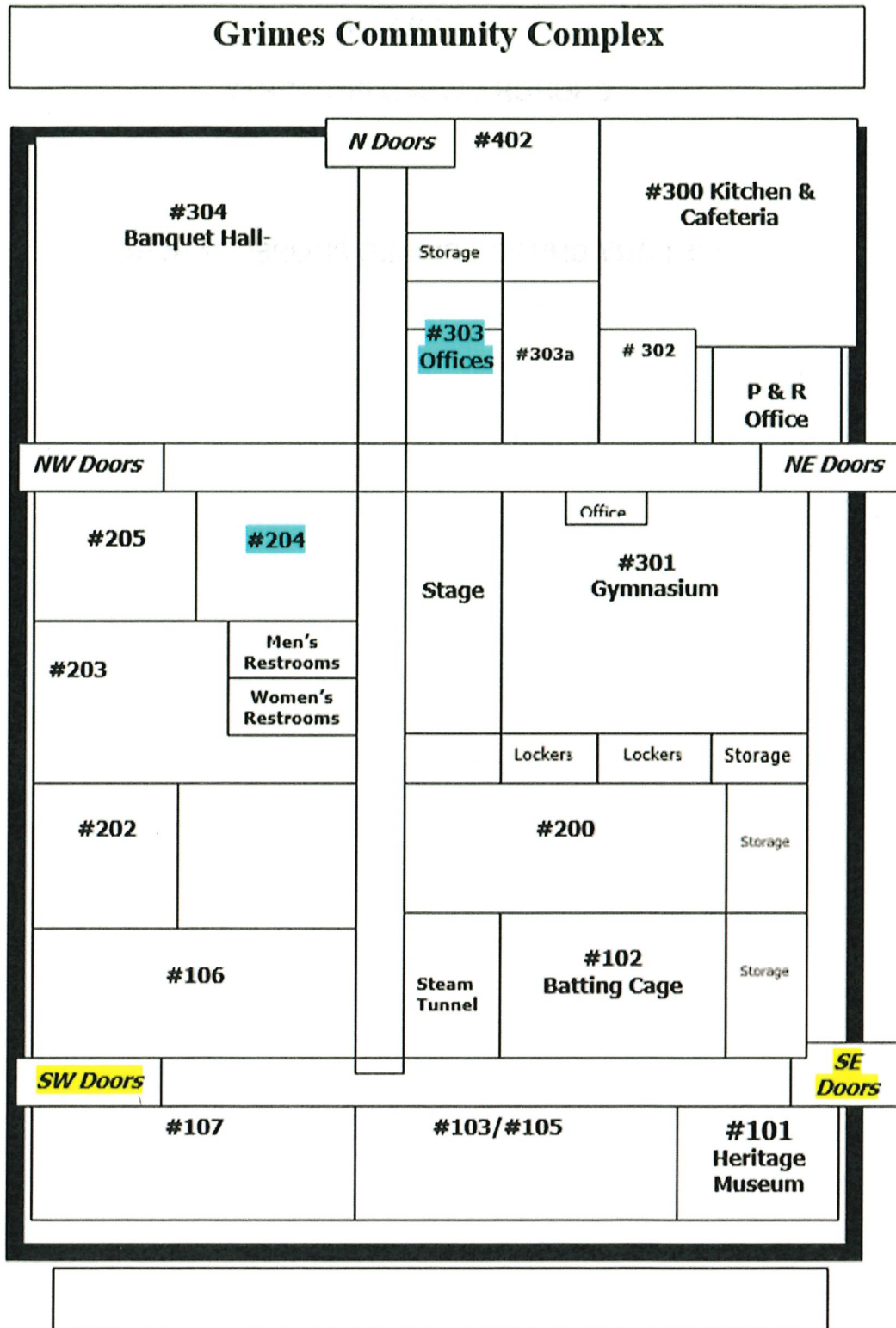
ATTEST:
Grimes City Clerk

By: _____
Rochelle Williams

Date

APPENDIX A

IDENTIFICATION OF LEASE SPACE



APPENDIX B

CHURCH OWNED PROPERTY

LIST ANY CHURCH OWNED PROPERTY HERE

APPENDIX B

List of items:

- Sound equipment (speakers, amps and cables, sound board, computers on the back desk, equipment in rack at sound desk, internet router/modem, 3 chairs in booth)
- 200 padded chairs in the Banquet Hall
- Coffee Cart and its contents in Banquet Hall
- Stage lighting (4 moving lights and 4 stationary lights)
- Contents of closet off the stage
- TV mounted on pole by the stage
- Screen mounted over the window (screen mounted in wood wall stays)
- Two projectors and cables currently hanging in the Banquet Hall
- All contents in offices and Room 204.
- Nursery Items in closet in Room 402.
- Contents of closet, including metal shelving, in sound booth.

APPENDIX C

INSURANCE REQUIREMENTS FOR CENTER

1. GENERAL

The CHURCH shall each purchase and maintain insurance to protect itself throughout the duration of this AGREEMENT. Insurance shall be provided by an insurance company (ies), "admitted" and "nonadmitted" to do business in the State of Iowa, having no less than an A.M. Best Rating of "B+". All policies shall be written on a per occurrence basis, not a claims-made basis. The CHURCH shall submit Certificates of Insurance or Letters of Self-insurance/Excess Insurance to the CITY confirming coverage prior to AGREEMENT execution or commencement of work and/or services included in this AGREEMENT.

2. INSURANCE REQUIREMENTS

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: The CHURCH shall each procure and maintain during the life of this AGREEMENT, Worker's Compensation Insurance, including *Employer's Liability Coverage*, in accordance with all applicable statutes of the State of Iowa.

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The CHURCH shall each procure and maintain during the life of this AGREEMENT, Commercial General Liability insurance on a per occurrence basis with limits of liability not less than \$2,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) deletion of Explosion, Collapse and Underground (XCU), where applicable.

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by the most current edition of the standard form Commercial General Liability Policy ISO CG 0001, with its standard exclusions. A non-ISO equivalent form may be acceptable. The coverage shall also include the CITY as an additional insured as it concerns liability arising from the operation of the CHURCH on the leased premises or rented rooms under this AGREEMENT.

C. AUTOMOBILE LIABILITY INSURANCE: The CHURCH shall procure and maintain during the life of this AGREEMENT, Automobile Liability Insurance with limits of liability of not less than \$2,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles used in the course of the organization's business, and all hired vehicles.

D. UMBRELLA/EXCESS INSURANCE: The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis.

E. SUBLESSEES: The CHURCH shall require that any sublessee to meet the same insurance requirements as are required of the CHURCH

F. PROOF OF INSURANCE: The CHURCH shall provide to the CITY either a Certificate(s) of Insurance or a Letter of Self-insurance/Excess Insurance evidencing all required insurance coverage as provided in A through D and E, when applicable. The Certificate(s) of Insurance or Letter of Self-Insurance shall specify under "Description of Operations/ Locations/ Vehicle/Special Items".

Reports & Correspondence



JOHNSTON-GRIMES METROPOLITAN FIRE DISTRICT

6373 MERLE HAY RD.
JOHNSTON, IOWA 50131

December 2023 service calls

352 calls across all districts

Total calls **increased** from November's total (350).

Station 37 (G37) – 85 calls

Station 38 – Grimes district (G38) – 30 Johnston district (J38) – 69

Station 39 – 151 New NW Area (J37) - 3

14 M/A Given: ALT-0, ANK-4, DC-0, DSM-0, CLI-0, GRA-3, PH-0, PC-0, SAY-6, URB-1, WAU-0, WIN-0, WDM-0

Mutual Aid Received – 23 agency responses

EMS calls – 82.10% Fire/other calls – 17.90%

10 incidents in Category 1 - 5 structure fires, 2 car fires, 2 grass fires, 1 equipment fires

3 incidents in Category 2 – Excessive heat/scorch burns with no ignition

269 incidents in Category 3 – Rescue/EMS

7 incidents in Category 4 - Hazardous Condition which is gas leaks, chemical spills, power lines down.

15 Service Calls in Category 5 – 5 assists, 9 public service requests

21 Good Intent Calls in Category 6

24 False Alarms in Category 7

Major incidents to report in JGMFD districts or involving JGMFD Units

N/A

Items of interest:

N/A



Grimes - CAD - Calls for Service Count

Nov 2023

Call Code	Call Sub-Code	Number of Calls
ABANDONED VEHICLE		7
ACCIDENT		5
ACCIDENT	PERSONAL INJURY	8
ACCIDENT	PROPERTY DAMAGE	20
ALARM SILENT	PANIC	2
ANIMAL CALL	BARKING DOG	4
ANIMAL CALL	CONFINED	1
ANIMAL CALL	INJURED	1
ANIMAL CALL	MISCELLANEOUS	3
ANIMAL CALL	SICK	1
ANIMAL CALL	STRAY	6
ASSAULT		3
ASSIST OFFICER/AGENCY		8
ASSIST OFFICER/AGENCY	FIRE DEPARTMENT (PSCO	5
ASSIST OFFICER/AGENCY	MEDICS (PCSO USE ONLY)	74
ATTEMPT TO LOCATE		3
AUDIBLE ALARM		1
AUDIBLE ALARM	AUTOMOBILE	1
AUDIBLE ALARM	COMMERCIAL	44
AUDIBLE ALARM	RESIDENTIAL	5
BROADCAST		1
BROADCAST	RECKLESS	1
BUILDING CHECK		166
BURGLARY		1
BURGLARY	BUILDING NOT CHECKED	1
CHILD IN NEED OF ASSISTANCE		5
CIVIL CASE	EVICTON	3
COMMERCIAL FIRE	ALARM	11
COMMERCIAL FIRE	ALARM - WATER FLOW	4
COMMERCIAL FIRE	ASSIGNMENT	2
DEBRIS IN ROADWAY		9
DISPUTE/DISAGREEMENT		20
DISPUTE/DISAGREEMENT	CIVIL	2
DISPUTE/DISAGREEMENT	HALF ONLY	8



Grimes - CAD - Calls for Service Count

Nov 2023

DOMESTIC		6
DOMESTIC	PROPERTY RETRIEVAL	2
DPQ		3
DPQ	JUVENILE	1
DPQ	LOUD MUSIC	3
FOLLOW UP		20
FRAUD	REPORT	10
HARASSMENT		1
HARASSMENT	REPORT	7
HAZMAT - CHOOSE SUB TYPE	NATURAL GAS	3
HIT & RUN	REPORT	6
ILLEGAL PARKING		7
ILLEGAL PARKING	BLOCKING DRIVEWAY	1
ILLEGAL PARKING	FIRE LANE / HYDRANT	1
ILLEGAL PARKING	NO PARKING ZONE	1
ILLEGAL POSSESSION		1
ILLEGAL POSSESSION	TOBACCO	3
INCOMPLETE 911 CALL		6
INCOMPLETE 911 CALL	HANG UP CALL	2
INFORMATION		6
INFORMATION	REPOSSED VEHICLE	5
INTOXICATED PERSON		4
INVESTIGATION ASSIGNMENT	CARBON MONOXIDE	1
INVESTIGATION ASSIGNMENT	SUSPICIOUS ODOR	1
LARCENY MOTOR VEHICLE		1
LARCENY MOTOR VEHICLE	REPORT	3
LOST PROPERTY	REPORT	1
MENTAL PROBLEM		7
MESSAGE		20
MISCELLANEOUS TRIP		2
MISSING PERSON		1
MISSING PERSON	JUVENILE	2
MISSING PERSON	REPORT	1
NARCOTIC ACTIVITY		4
OPEN DOOR		2
OWI		5



Grimes - CAD - Calls for Service Count

Nov 2023

PUBLIC ASSIST (POLICE)		31
PUBLIC WORKS INFORMATION		1
RADAR SETUP		76
RECKLESS DRIVER(S)		16
RECOVERED/FOUND PROPERTY		1
RESIDENTAL FIRE	ALARM	2
RESIDENTAL FIRE	ASSIGNMENT	1
ROADS HAZARDOUS/BLOCKED		4
RUNAWAY		1
RUNAWAY	REPORT	1
SCHOOL BUS VIOLATION		2
SHOPLIFTER		8
SHOPLIFTER	DISPUTE	4
SPECIAL WATCH		17
STALLED VEHICLE		23
STILL ALARM - CHOOSE SUB TYPE	VEHICLE FIRE	2
SUICIDE	SERIOUS INJURIES	2
SUICIDE	THREATS	3
SUICIDE	WEAPONS	1
SUSPICIOUS		6
SUSPICIOUS	ACTIVITY	6
SUSPICIOUS	MAIL/PACKAGE	2
SUSPICIOUS	PERSON	9
SUSPICIOUS	PERSON WITH WEAPON	1
SUSPICIOUS	VEHICLE	11
THEFT	JUST OCCURED	1
THEFT	REPORT	25
THREATS	REPORT	3
TRAFFIC STOP		175
TRESPASS		9
UNKNOWN PROBLEM		5
UNKNOWN PROBLEM	LANGUAGE BARRIER	2
VANDALISM		1
VANDALISM	REPORT	5
VEHICLE UNLOCK		14
WANTED PERSON		5



Grimes - CAD - Calls for Service Count

Nov 2023

	WANTED PERSON	CHECK	1
	WELFARE CHECK		16
	Total:		1079



Grimes - CAD - Calls for Service Count

Dec 2023

Call Code	Call Sub-Code	Number of Calls
ABANDONED VEHICLE		3
ACCIDENT		2
ACCIDENT	PERSONAL INJURY	5
ACCIDENT	PROPERTY DAMAGE	28
ACCIDENT	UNKNOWN INJURIES	1
ANIMAL CALL		1
ANIMAL CALL	BARKING DOG	3
ANIMAL CALL	BITE	1
ANIMAL CALL	CONFINED	3
ANIMAL CALL	INJURED	3
ANIMAL CALL	MISCELLANEOUS	2
ANIMAL CALL	SICK	1
ANIMAL CALL	STRAY	3
ASSAULT	REPORT	4
ASSIST OFFICER/AGENCY		7
ASSIST OFFICER/AGENCY	FIRE DEPARTMENT (PSCO	4
ASSIST OFFICER/AGENCY	MEDICS (PCSO USE ONLY)	75
ATTEMPT TO LOCATE		2
AUDIBLE ALARM	COMMERCIAL	26
AUDIBLE ALARM	RESIDENTIAL	2
BROADCAST	OWI	1
BUILDING CHECK		246
BURGLARY	BUILDING NOT CHECKED	1
BURGLARY	IN PROGRESS	2
BURGLARY	REPORT	2
CHILD IN NEED OF ASSISTANCE		4
CIVIL CASE		1
COMMERCIAL FIRE	ALARM	8
COMMERCIAL FIRE	ALARM - WATER FLOW	1
COMMERCIAL FIRE	ASSIGNMENT	2
DEBRIS IN ROADWAY		3
DISPUTE/DISAGREEMENT		18
DISPUTE/DISAGREEMENT	CIVIL	3
DISPUTE/DISAGREEMENT	HALF ONLY	3
DISPUTE/DISAGREEMENT	WEAPON	1
DOMESTIC		3



Grimes - CAD - Calls for Service Count

Dec 2023

DOMESTIC	FIGHT	2
DOMESTIC	PROPERTY RETRIEVAL	1
DPQ		5
DPQ	JUVENILE	3
DPQ	LOUD MUSIC	3
DPQ	PARTY/LOUD TALKING	3
FIGHT		3
FIGHT	JUVENILES	1
FOLLOW UP		33
FRAUD	IN PROGRESS	1
FRAUD	REPORT	8
HARASSMENT	REPORT	3
HIT & RUN	JUST OCCURRED	2
HIT & RUN	REPORT	4
ILLEGAL PARKING		8
ILLEGAL PARKING	HANDICAPPED ZONE	2
ILLEGAL PARKING	NO PARKING ZONE	1
ILLEGAL PARKING	TOO CLOSE TO STOP	1
ILLEGAL POSSESSION		1
ILLEGAL POSSESSION	TOBACCO	1
INCOMPLETE 911 CALL		5
INCOMPLETE 911 CALL	ANSWERING	1
INCOMPLETE 911 CALL	HANG UP CALL	2
INDECENT EXPOSURE		1
INFORMATION		6
INFORMATION	REPOSSED VEHICLE	3
INTOXICATED PERSON		2
INVESTIGATION ASSIGNMENT	FIRE ALARM SIGNAL	2
INVESTIGATION ASSIGNMENT	SMOKE IN THE AREA	1
INVESTIGATION ASSIGNMENT	SUSPICIOUS ODOR	1
LARCENY MOTOR VEHICLE	RECOVERED	1
LOST PROPERTY		1
MENTAL PROBLEM		8
MESSAGE		6
MISSING PERSON		2
MISSING PERSON	REPORT	1
NARCOTIC ACTIVITY		5



Grimes - CAD - Calls for Service Count

Dec 2023

OPEN DOOR		3
OWI		1
PUBLIC ASSIST (POLICE)		20
RADAR SETUP		57
RECKLESS DRIVER(S)		7
RECOVERED/FOUND PROPERTY		5
RESIDENTAL FIRE	ALARM	3
RESIDENTAL FIRE	ASSIGNMENT	2
ROADS HAZARDOUS/BLOCKED		1
RUNAWAY	REPORT	3
SEXUAL ASSAULT		1
SEXUAL ASSAULT	REPORT	1
SHOPLIFTER		1
SPECIAL WATCH		28
STALLED VEHICLE		20
STILL ALARM - CHOOSE SUB TYPE	ILLEGAL BURN	2
STILL ALARM - CHOOSE SUB TYPE	VEHICLE FIRE	1
SUICIDE	THREATS	3
SUSPICIOUS		3
SUSPICIOUS	ACTIVITY	7
SUSPICIOUS	PERSON	7
SUSPICIOUS	VEHICLE	12
THEFT	REPORT	11
THREATS	REPORT	1
TRAFFIC SIGNAL PROBLEM		6
TRAFFIC STOP		122
TRESPASS		2
UNKNOWN PROBLEM		1
VANDALISM		2
VANDALISM	JUST OCCURRED	1
VANDALISM	REPORT	9
VEHICLE UNLOCK		14
WANTED PERSON		4
WELFARE CHECK		13
WIRES DOWN		1
Total:		984



December 6th, 2023

Mayor Scott Mikkelsen
City of Grimes
Attn: City Clerk
101 NE Harvey Street
Grimes, IA 50111

Dear Mayor Mikkelsen,

I am pleased to inform you that Living History Farms has received a 2024 Operating Grant from Bravo Greater Des Moines for \$93,000.00 to support general operations. Thank you for your continued commitment of public arts, heritage, and culture funding in the region.

Support from Bravo Greater Des Moines allows us to fulfill our mission to educate and connect all peoples to the many stories of Midwestern rural heritage. With this funding, we are able to provide engaging opportunities to the public through our education and outreach programs, exhibits, and community events.

We are the only museum in Iowa dedicated to telling the story of the state's extensive agricultural history. In 2023, we welcomed visitors from all 50 states and from more than three dozen nations. The continued generosity from Bravo Greater Des Moines allows each visitor to receive an interactive, educational, and unique experience when they come to Living History Farms.

Thank you again for your support of public arts and culture funding!

Sincerely,

A handwritten signature in blue ink, appearing to read "Ruth Haus", with a long, sweeping underline.

Ruth Haus
President



December 7, 2023

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

Dear City Council,

On behalf of the entire CMA family, I want to thank you and BRAVO for your continued support of the Civic Music Association. Because of you, CMA's 98th season has impacted over 7000 people in Des Moines and central-Iowa--- AND WE'RE ONLY HALFWAY THROUGH THE SEASON! Here's a brief snapshot. This past summer, CMA presented the free Belin Quartet Series to over 2,500 joyful individuals at the Salisbury House, 80/35, Noce, and St. Augustin's Church. This fall, CMA's artists presented concerts and free education events to nearly 5000 people.

As CMA begins planning for our 99th year and 100th anniversary, we remain focused on several strategic goals, including - Inclusivity, Diversity, Equity, and Access (IDEA) initiatives, community partnerships, and expanded educational outreach. With your support, CMA has developed relationships and launched programming that increases access and diversifies our organization while partnering with a multitude of non-profit and for-profit institutions.

Last year we inaugurated a transportation partnership with the Des Moines Area Regional Transit Authority (DART). This access initiative provides free bus service to our programming to those who may have difficulty finding transportation. Secondly, In partnership with Drake University and the Boys and Girls Club of Central Iowa, CMA launched an initiative promoting access to food and essential supplies. Audience members bring non-perishable food, health/hygiene, and school supplies to all CMA and Drake University music department events held in our shared venue. All donations go to the Gregory & Suzie Glazer Burt Club Food Pantry. Also, CMA partnered with several non-profits including, The Iowa Asian Alliance, the Latino Heritage Festival, Refugee Alliance of Central Iowa, International Rescue Committee, and Lutheran Services in Iowa. These intentionally programed concerts and education events promoted greater inclusivity in both artist and audience representation and reflects the growing diversity of Des Moines and central Iowa. Finally, CMA has initiated a city-wide event entitled Violins of Hope (proposed for April-May 2026). Instruments rescued from the concentration camps at the conclusion of World War II will be on display and played by professional, student, and community organizations throughout the event.

With your assistance, we have also redeveloped our Partners in Education programming, giving priority to historically underserved schools and communities. These programs present our world-renowned artists and endowed string quartet delivering free educational events to schools, retirement facilities, community centers, and libraries. CMA Studio programming is specifically designed for children and young people in Des Moines area schools and colleges. Finally, we recently created a scholarship program that offers financial assistance to Iowa middle, high school, and college students as well as an Iowa K-12 educator based on need and talent.

Once again thank you for your unwavering support of CMA and its mission. Because of you we continue "to engage, enrich and educate the central Iowa community through provocative, world-class musical performances by legends and rising stars". Thank You! We hope to see you at one of our many events.

Sincerely,

Brian Coyle
Executive Director

IOWA HISTORICAL FOUNDATION

December 8, 2023

Rochelle Williams
City Clerk
City of Grimes
101 NE Harvey St
Grimes, IA 50111

Dear City of Grimes Officials,

Thank you for your support of the Iowa Historical Foundation through the GC23 Bravo Greater Des Moines Operating Support Grant program, which is funded by a portion of the hotel-motel taxes from your city. The Iowa Historical Foundation's mission is to support the State Historical Society of Iowa, which includes the State Historical Museum of Iowa, for programs and initiatives beyond what earned revenue and the Iowa Legislature can provide. The State Historical Museum of Iowa is utilizing these grant funds for the development and implementation of educational programs and resources for the community.

The State Historical Museum is continuing to offer a diverse programmatic experience through in-person and virtual programs to support both participation options for the region. A few examples of these offerings include in-person programs such as *Junior Curator Day Camps*, *Goldie's Family Day Camps*, *Exhibit Tours*, *Museum Collection tours*, *Goldie's Kids Club programs*, *Young Writers Workshop*, the *National History Day* district and state contests, *Student & Youth Field Trips* and more. In addition, the museum's 50,000 square feet of exhibits are open for self-guided exploration. Meanwhile, a wide variety of virtual programs are also offered, including programs such as *Virtual Exhibit Experiences*, making the State Historical Museum's exhibits more accessible to every classroom in the state through staff-led programs and educator-led resources; *Iowa History 101*, a biweekly webinar series for adults; and a wide variety of educator resources, including *Primary Source Sets*, *Read Iowa History*, *Goldie's History Kits* and *Read.Write.Inquire.*, supporting Iowa Core Standards for Social Studies and Literacy.

We are extremely grateful for your city's support of the Iowa Historical Foundation. This funding is helping the State Historical Museum continue to offer experiences for the community that would not be possible without the benefit of the Bravo Operating Support Grant program. If you or other city staff or city council members would like a tour of the museum and/or collections vault, please let us know as we would be happy to provide it.

Sincerely,



Lisa Kent
Grants Officer
State Historical Society of Iowa

December 11, 2023

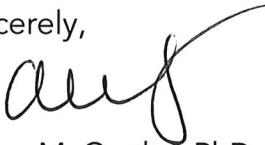
Dear Mayor Mikkelsen and the City of Grimes,

I am writing with gratitude for the City of Grimes's support of the Greater Des Moines Public Art Foundation as a local government partner of Bravo. This support is integral to our work to enrich the experience of Public Art in the Greater Des Moines community.

As the new Executive Director of the Greater Des Moines Public Art Foundation, I am greatly appreciative of this support as we embark on new projects with community partners. I look forward to enhancing our educational outreach programs and to continually increasing accessibility to new and existing art installations in the Greater Des Moines area.

Thank you.

Sincerely,



Alexa McCarthy, PhD
Executive Director
Greater Des Moines Public Art Foundation



Polk County Health Department Media Release

For more information:

Madisun VanGundy, Public Health Communications Officer

515.286.3848 (office) · 515.782.7236 (cell)

Madisun.vangundy@polkcountyiowa.gov

For Immediate Release

December 14, 2023

Polk County Health Department Shares Annual Report

(Des Moines, IA) – Polk County Health Department (PCHD) shares their 2022-2023 Fiscal Annual Report. This report includes a two-page document containing statistics, which includes number of vaccines administered, number of STD's investigated, number of people who received lead hazard home repairs and more.

The report also includes a video, which features three projects and programs that provided much needed services to the community. The projects and programs featured:

- Harm Reduction Lock Box Program
- Community Health Workers Demonstration Project
- Lead Hazard Home Repair Program

“Our Annual Report shows how our services and programs are being utilized, said Helen Eddy, Director of Polk County Health Department. “It’s also a chance for us to highlight new initiatives we’ve brought to the community to address current health issues and needs.”

The two-page document called, “Polk County Health Department Quick Stats” is attached. In addition, you can view the “Polk County Health Department Annual Report Video” on [PCHD’s website](#).

-###-

Polk County Health Department strives to create the conditions for all people to live healthy lives by engaging residents, reducing health disparities and attending to the needs of our most vulnerable families.

Follow us on [X](#), [Meta](#) and [Instagram](#). For more information about Polk County Health Department, please visit <https://www.polkcountyiowa.gov/health-department/>.

Polk County Health Department

Quick Stats

Mission: To create the conditions for all people to live healthy lives by engaging residents, reducing health disparities and attending to the needs of our most vulnerable families.

Childhood Immunizations

- 2,585 Polk County children were immunized
- 1,108 children were immunized through the Vaccines for Children Program
- 1,622 children were immunized (COVID-19 vaccine)

Travel Immunizations

- 1,463 individuals were immunized
- 3,281 immunizations were provided to travelers

School Immunization Audits

- 152 schools were audited in Polk County
- Staff reviewed 86,906 immunization records
- 95.2% of students were fully immunized

Influenza Immunization and Outreach

- Health Department hosted 11 private and 41 public influenza clinics
- 2,755 influenza immunizations administered

COVID-19 Vaccines

- Health department staff administered 3,099 COVID-19 immunizations

Mpox Vaccines

- Health department staff administered 1,420 Mpox immunizations

Sexually Transmitted Disease Case Investigations

- Chlamydia: 3,368
- Gonorrhea: 1,275
- Syphilis: 582
- HIV: 77
- Total: 5,302

**STI cases are investigated by public health investigators*

Healthy Women Program

- 1,363 women received services
- 480 patients received case management services from nurse case manager (from abnormal results through diagnostic testing to diagnosis and treatment as applicable)
- 18.2% of patients newly diagnosed with cancer were diagnosed with breast or cervical cancer at an early stage
- 100% of eligible cancer patients enrolled in BCCT Medicaid
- 217 women received WISEWOMAN (cardiovascular) services
- 94.5% of WISEWOMAN participants participated in health coaching services

Polk County Health Department
1907 Carpenter Avenue, Des Moines, Iowa 50314
Phone: (515) 286-3798
www.polkcountyiowa.gov/health-department

Polk County Health Department

Quick Stats

Vision: To be a leader in encouraging everyone to take responsibility for improving their own health and building the kind of society that supports and enables all of us to live healthy lives.

Tuberculosis (TB) Program

- 14 new cases of active TB
 - 8 diagnosed with pulmonary TB
 - 5 diagnosed with extra pulmonary TB
 - 1 diagnosed with both pulmonary and extra pulmonary TB
- 210 latent TB (LTBI) patients
- 100% active TB patients and their close contacts with latent Tuberculosis Infection received nurse case management and direct observed therapy services

Communicable Disease Investigations

- 433 cases of communicable disease (except COVID-19) investigated
- 100% follow up on K-12 schools with greater than 10% student absence during a school day

Outbreak Investigations

- The communicable disease team investigated 11 foodborne outbreaks and 8 respiratory outbreaks
 - 7 Enteric outbreaks
 - 2 Salmonella outbreaks
 - 2 Norovirus outbreaks
 - 2 Influenza outbreaks
 - 6 COVID-19 outbreaks

Harm Reduction

- 150 harm reduction kits have been picked up
- 100 hygiene kits have been picked up

Lead Remediation and Case Management

- 31 clients received case management and a home lead inspection due to evaluated blood levels
- 179 clients received education services due to evaluated blood levels
- **34 clients received lead hazard home repairs**
- 11 clients received healthy home repairs
- 50 clients received radon testing
- 28 clients received new mitigation systems

This document contains statistics for fiscal year July 2022 - June 2023.

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Resolution Approving Supplement to 2023 Senior Bond Issuance Certificate of Des Moines Metropolitan Wastewater Reclamation Authority (WRA) Participating Community

BACKGROUND: The proposed resolution is required for all participating communities of the WRA. The WRA has decided to utilize \$9,000,000 of the original \$10,000,000 of bond contingency for the new WRA Site Acquisition, Demolition and Cleaning Project. The project will provide no additional impact on the previously approved aggregate amount of proposed issuance (\$94,250,000) by the WRA. The City has established rates and charges sufficient to provide for at least 110% coverage of the amount necessary to pay our share of the principal and interest coming due on all outstanding WRA bonds, and all outstanding City obligations, for fiscal year 2024. The City's Financial Advisor, PFM, has modeled the sewer fund to ensure we have adequate coverage for the bonds and annual expenses.

BUDGETARY CONSIDERATIONS: There will be no additional cost impact on the City.

STRATEGIC PLANNING:

Prioritized: X YES ____ NO

*High-Performing Organization/Exception Professional Services ____

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS: Council voted to join the WRA on February 25, 2020, and the City became a participating community on July 1, 2022. Council approved the resolution for additional WRA senior bond issuance of \$94,250,000 on March 28, 2023.

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Marcia Woodke, Finance Director, 515-986-3036, mwoodke@grimesiowa.gov

Prepared by: Marcia Woodke

Return to: Marcia Woodke

RESOLUTION 01-0724 APPROVING SUPPLEMENT TO 2023 SENIOR BOND ISSUANCE
CERTIFICATE OF DES MOINES METROPOLITAN WASTEWATER RECLAMATION
AUTHORITY PARTICIPATING COMMUNITY

Grimes Resolution No. 01-0724

WHEREAS, the City of Grimes, Iowa is a member of the Des Moines Metropolitan Wastewater Reclamation Authority (WRA), and is in compliance with the provisions of the WRA Agreement; and

WHEREAS, the WRA identified projects for which not more than \$94,250,000 of WRA Bonds are anticipated to be issued in calendar years 2023 and 2024, memorialized in the 2023 Senior Bond Issuance Certificate approved by all Participating Communities around July 2023, with correlating allocations of debt service to Participating Communities; and

WHEREAS, the 2023 Senior Bond Issuance Certificate included \$10,000,000 of bid contingency for projects enumerated therein; and

WHEREAS, WRA is contemplating a new project for land acquisition, demolition and clearing project for a new WRA Site, in an estimated amount of \$9,000,000; and

WHEREAS, the WRA requires Participating Communities to approve proposed indebtedness prior to issuance, and has suggested utilizing \$9,000,000 of the original \$10,000,000 bid contingency for the new WRA Site Acquisition, Demolition and Clearing Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa,

Section 1. That the City Council of the City of Grimes, Iowa, hereby approves expanding the scope of the \$10,000,000 bid contingency previously identified within the 2023 Senior Bond Issuance Certificate of WRA Participating Community to include the WRA Site Acquisition, Demolition and Clearing Project in the estimated amount of \$9,000,000 (bid contingency reduced to \$1,000,000), there being no impact on the previously approved aggregate amount of \$94,250,000 proposed issuance by the WRA and approved by all Participating Communities, nor a modification to the previously approved allocation of debt service for each of the Participating Communities.

Section 2. That a copy of this Resolution shall be filed with the WRA confirming the City Council of the City of Grimes, Iowa's action herein, and supplementing the 2023 Senior Bond Issuance Certificate.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Approving Consent and Agreement for Improvements Within Sanitary Sewer Easement for Lot 16 of Beaverbrooke West Plat 5 - 100 NW 10th Circle

BACKGROUND: The owner of 100 NW 10th Circle has requested approval to install a fence within the sanitary sewer easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the sanitary sewer easement.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: NO

BOARD/COMMISSION ACTIONS: Approve sanitary sewer easement for Beaverbrooke West Plat 5

STAFF RECOMMENDATION: Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within the sanitary sewer easement for Lot 16 in Beaverbrooke West Plat 5.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Molly Mannel, Assistant Planner, 515-986-4050, mmannel@grimesiowa.gov

Prepared by: Molly Mannel, Assistant Planner

Return to: Molly Mannel, Assistant Planner

Resolution 01-0824 Approving Consent and Agreement for Improvements Within Sanitary Sewer Easement
for Lot 16 of Beaverbrooke West Plat 5 - 100 NW 10th Circle

Grimes Resolution No. 01-0824

WHEREAS, the owners of Lot 16 in Beaverbrooke West Plat 5 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within the sanitary sewer easement to permit the installation of a fence within the easement area on the Property; and

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa: That the Consent and Agreement for Improvements within sanitary sewer easement ("Consent and Agreement") regarding Lot 16 in Beaverbrooke West Plat 5, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

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

CONSENT AND AGREEMENT FOR IMPROVEMENTS

This CONSENT AND AGREEMENT FOR IMPROVEMENTS ("Agreement") is entered into by and between Jerome Carpenter, a single man (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 16 of Beaverbrooke West Plat 5 (100 NW 10th Circle), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").
2. **EXISTING EASEMENT.** Jerome Carpenter or Property Owner's predecessor in title, granted that certain sanitary sewer easement, dated October 5, 2005, recorded on November 16, 2005, in Book 11398, Page 454, recorded on 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 18 day of December, 2023.

PROPERTY OWNERS


Jerome Carpenter

STATE OF IOWA)
) SS
COUNTY OF POIK)

On this 18 day of December, 2023 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jerome Carpenter to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.




Notary Public in and for the
State of Iowa

My Commission expires 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' chainlink fence has been proposed to be constructed in an detention easement on Lot 16 of Beaverbrooke West Plat 5 (100 NW 10th Circle), in accordance to permit number FN-23-100.

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Resolution Approving Consent and Agreement for Improvements within the overland flowage easement for Lot 47 in Autumn Park Plat 5.

BACKGROUND: The owner of 400 NE Beechwood Drive has requested approval to install a fence within the overland flowage easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the overland flowage easement.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: NO

BOARD/COMMISSION ACTIONS: Approve overland flowage easement for Autumn Park Plat 5

STAFF RECOMMENDATION: Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within the overland flowage easement for Lot 47 in Autumn Park Plat 5.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Molly Mannel, Assistant Planner, 515-986-4050, mmannel@grimesiowa.gov

Prepared by: Molly Mannel, Assistant Planner

Return to: Molly Mannel, Assistant Planner

RESOLUTION APPROVING CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN
OVERLAND FLOWAGE EASEMENT FOR LOT 47 IN AUTUMN PARK PLAT 5 - 400 NW
BEECHWOOD DRIVE

Grimes Resolution No. 01-0924

WHEREAS, the owners of Lot 47 in Autumn Park Plat 5 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within 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 the overland flowage easement.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa : That the Consent and Agreement for Improvements within fence ("Consent and Agreement") regarding Lot 47, Autumn Park Plat 5, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

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

CONSENT AND AGREEMENT FOR IMPROVEMENTS

This CONSENT AND AGREEMENT FOR IMPROVEMENTS ("Agreement") is entered into by and between Todd and Tara Kinder, a married couple (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

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

Lot 47 of Autumn Park Plat 5 (400 NW Beechwood Drive), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").
2. **EXISTING EASEMENT.** The Property Owner or Property Owner's predecessor in title, granted that certain overland flowage easement, dated May 10, 2016, recorded on July 5, 2016, in Book 16076, Page 280, 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 20th day of December, 2023

PROPERTY OWNERS

Todd Kinder

Todd Kinder

Tara Kinder

Tara Kinder

STATE OF IOWA)
COUNTY OF Polk) SS

On this 20th day of December, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Todd Kinder, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.



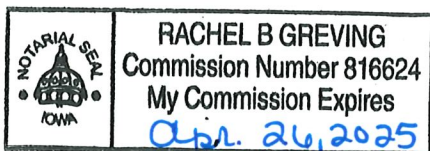
Rachel Greiving

Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2025

STATE OF IOWA)
COUNTY OF Polk) SS

On this 20th day of December, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tara Kinder, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.



Rachel Greiving

Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2025

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4' chain link fence has been proposed to be constructed in an overland flowage easement on Lot 47 of Autumn Park Plat 5 (400 NW Beechwood Drive) in accordance to permit number FN-23-102.

RESOLUTION 01-1024 APPROVING PAYMENTS FOR PROFESSIONAL SERVICES

Grimes Resolution No. 01-1024

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, IT IS HEREBY 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 on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: December 26, 2023 **PAYMENT REQUEST #** 14
PAYMENT PERIOD: From: November 6, 2023 Through: December 3, 2023

Contract Summary

Original Contract Amount:	\$	178,900.00	
Net change by Change Orders:	\$	484,145.00	
Contract Amount to Date: (line 1 ± 2)	\$		663,045.00
Total completed and stored to date:	\$	593,907.85	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		593,907.85
Less previous applications for payment:	\$		573,079.90
SUBTOTAL			\$ 20,827.95

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 20,827.95

Balance to finish, including retainage: \$ 69,137.15

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Civil Design Advantage

Firm Name

12/18/2023

Signature

Date

City of Grimes Staff Approval:

Signature

12-20-23

Date

City of Grimes Council Approval:

Council 12-26-23

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 24, 2022	\$ 12,171.27
2	June 28, 2022	\$ 26,623.03
3	August 9, 2022	\$ 26,447.25
4	September 13, 2022	\$ 99,482.25
5	November 22, 2022	\$ 79,855.13
6	January 24, 2023	\$ 41,333.65
7	April 11, 2023	\$ 30,093.92
8	May 9, 2023	\$ 22,215.41
9	May 23, 2023	\$ 49,688.87
10	June 13, 2023	\$ 37,747.94
11	August 22, 2023	\$ 61,806.67
12	September 26, 2023	\$ 30,031.77
13	December 12, 2023	\$ 55,582.74
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **\$ 573,079.90**

Record of Change Orders

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

Contract Time Remaining

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

Invoice

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

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

December 11, 2023
Project No: 2202.086
Invoice No: 43137

Project 2202.086 City of Grimes - Grimes Plex
Professional Services from November 6, 2023 through December 3, 2023

Task	102	Topographic Survey	Total this Task	0.00
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Task	201	Concept Refinement	Total this Task	0.00
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Task	203	SWMP	Total this Task	0.00
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Task	205	SWPPP	Total this Task	0.00
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Task	230	Estimate Construction Costs	Total this Task	0.00
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Task	235	Lions Park Concept	Total this Task	0.00
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Task	302	Hope Plat 4 CD Rev	Total this Task	0.00
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Task	306	Easement Plat Preparation	Total this Task	0.00
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Task	401	Site Plan Revisions
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Professional Personnel

	Hours	Rate	Amount	
Senior Technician	23.75	147.00	3,491.25	
Total Labor				3,491.25
			Total this Task	\$3,491.25

Task	402	Site Plan Revisions - Buildings	Total this Task	0.00
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Task	404	Turf Revisions
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Professional Personnel

	Hours	Rate	Amount	
Engineer 8	11.00	172.00	1,892.00	
Total Labor				1,892.00

Project	2202.086	City of Grimes - Grimes Plex			Invoice	43137	
					Total this Task	\$1,892.00	
Task	405	Bullpen and Batting Cage Revisions					
Professional Personnel							
					Hours	Rate	Amount
Engineer 8			5.00	172.00	860.00		
Total Labor						860.00	
					Total this Task	\$860.00	
Task	501	Project Development and Coordination					
					Total this Task	0.00	
Task	503	Color Rendering					
Professional Personnel							
					Hours	Rate	Amount
Project Manager 4			2.50	129.00	322.50		
Total Labor						322.50	
					Total this Task	\$322.50	
Task	504	Project Manual					
					Total this Task	0.00	
Task	505	Bidding Services					
					Total this Task	0.00	
Task	506	Bid Letting Services					
					Total this Task	0.00	
Task	507	Major Addendum					
					Total this Task	0.00	
Task	508	Pre-Construction Meetings					
					Total this Task	0.00	
Task	601	Construction Staking					
Professional Personnel							
					Hours	Rate	Amount
Technician 2			7.50	70.00	525.00		
Technician 8			12.00	134.00	1,608.00		
Total Labor						2,133.00	
					Total this Task	\$2,133.00	
Task	603	Construction Administration					
Professional Personnel							
					Hours	Rate	Amount
Engineer 7			36.00	161.00	5,796.00		
Engineer 8			22.50	172.00	3,870.00		
Total Labor						9,666.00	
					Total this Task	\$9,666.00	
Task	604	Construction Observation					

Professional Personnel

			Hours	Rate	Amount	
Technician 4			20.00	93.00	1,860.00	
Total Labor						1,860.00
Total this Task						\$1,860.00

Task 605 Record Drawings

Professional Personnel

			Hours	Rate	Amount	
Technician 2			4.50	70.00	315.00	
Total Labor						315.00
Total this Task						\$315.00

Task 613 Shop Drawing Review

Total this Task 0.00

Task 701 Geotechnical Investigation

Total this Task 0.00

Task 702 Electrical Design

Total this Task 0.00

Task 703 Sub-consultant - IMEG Construction

Total this Task 0.00

Task 704 Sub-consultant - Barrel Age Productions

Total this Task 0.00

Task 998 Permits & Fees

Total this Task 0.00

Task 999 Reimbursable Expenses

Reimbursable Expenses

Employee Mileage Reimb						
11/30/2023	Mileage	70.0 miles @ 0.655			45.85	
Total Reimbursables					45.85	45.85

Unit Billing

11/15/2023	Mileage	370.0 miles @ 0.655			242.35	
Total Units					242.35	242.35
Total this Task						\$288.20

Billing Limits

	Current	Prior	To-Date	
Total Billings	20,827.95	573,079.90	593,907.85	
Limit			663,045.00	
Remaining			69,137.15	
Total this Invoice			\$20,827.95	

Outstanding Invoices

Number	Date	Balance
43133	11/13/2023	55,582.74
Total		55,582.74

Project Manager Joshua Trygstad

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: December 26, 2023 **PAYMENT REQUEST #** 11
PAYMENT PERIOD: From: October 1, 2023 Through: November 30, 2023

Contract Summary

Original Contract Amount:	\$	793,500.00	
Net change by Change Orders:	\$	456,800.00	
Contract Amount to Date: (line 1 ± 2)	\$		1,250,300.00
Total completed and stored to date:	\$	984,193.53	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		984,193.53
Less previous applications for payment:	\$		939,857.53
SUBTOTAL			\$ 44,336.00

OTHER CHARGES (Attach an itemized list)

CURRENT PAYMENT DUE \$ 44,336.00

Balance to finish, including retainage: \$ 266,106.47

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment, LLC

Firm Name

12/15/2023

Signature

Date

City of Grimes Staff Approval:

Signature

12-20-23

Date

City of Grimes Council Approval:

Council 12-26-23

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 11, 2022	\$ 49,535.72
2	November 8, 2022	\$ 63,095.74
3	December 13, 2022	\$ 41,561.07
4	January 10, 2023	\$ 65,878.59
5	March 14, 2023	\$ 170,495.20
6	April 18, 2023	\$ 73,807.58
7	May 9, 2023	\$ 92,306.00
8	June 27, 2023	\$ 96,996.39
9	July 11, 2023	\$ 89,777.20
10	November 14, 2023	\$ 196,404.04
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 939,857.53

Record of Change Orders

No.	Date	Amount
1	September 12, 2023	\$ 456,800.00
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TOTAL \$ 456,800.00

Contract Time Remaining

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

Invoice

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

NOTE: Communications concerning disputed debts, including an instrument rendered 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

December 15, 2023

Project No: 0022G020.02

Invoice No: 87543

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

Invoice Total USD 44,336.00

Project 0022G020.02 SE 11th Street & S James St Construction

Professional Services through November 30, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager I	7.00	180.00	1,260.00	
Project Engineer IV	73.00	190.00	13,870.00	
Project Engineer II	1.00	166.00	166.00	
Project Engineer I	15.50	154.00	2,387.00	
Staff Engineer II	9.70	137.00	1,328.90	
Staff Engineer I	43.00	127.00	5,461.00	
Technician IV	112.50	125.00	14,062.50	
Technician II	53.40	105.00	5,607.00	
Totals	315.10		44,142.40	
Total Labor				44,142.40

Expenses

193.60

Billing Limits

	Current	Prior	To-Date
Total Billings	44,336.00	25,858.00	70,194.00

Total This Invoice USD 44,336.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE 41st Street and SE Park Drive Extension
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street; Clive, IA 50325
Finance Budget Code: 385-210-6407 **Finance Project #**
Vendor Project or Invoice #: 2022001381-001 **PO #**
Original Contract Date: September 12, 2023 **Vendor #** 2830

Date of Council Meeting: December 26, 2023 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: September 12, 2023 Through: November 25, 2023

Contract Summary

Original Contract Amount:	\$ 179,700.00	
Net change by Change Orders:	\$ -	
Contract Amount to Date: (line 1 ± 2)	\$ 179,700.00	
Total completed and stored to date:	\$ 5,872.59	
Retainage: 0 % of Completed Work:	\$ -	
Total Earned less Retainage:	\$ 5,872.59	
Less previous applications for payment:	\$ -	
SUBTOTAL		\$ 5,872.59
OTHER CHARGES (Attach an itemized list)		\$ -
CURRENT PAYMENT DUE		\$ 5,872.59
Balance to finish, including retainage:	\$ 173,827.41	

Contract Time Remaining (If applicable) - CALENDAR DAYS

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

Date

December 18, 2023

City of Grimes Staff Approval:

Signature

Date

12-20-23

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
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Previous Applications for Payment

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TOTAL \$ -

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	September 12, 2023
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



1360 NW 121st Street
Clive, IA 50325

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

December 05, 2023
Project No: 2022001381-001
Invoice No: 149432
Due Date: January 04, 2024

Project 2022001381-001 Grimes SE 41st Street and SE Park Drive

Professional Services from October 29, 2023 to November 25, 2023

Phase	700	Survey Services
Task	735	Topographic Survey

	Hours	Rate	Amount	
Crew Chief	23.00	135.00	3,105.00	
Engineer II	4.00	155.00	620.00	
Engineering Technician II	7.00	135.00	945.00	
Project Manager III	3.00	230.00	690.00	
Totals	37.00		5,360.00	
Total Labor				5,360.00

Mileage (.655/.50 p/mile) 28.84

Total this Task \$5,388.84

Total this Phase \$5,388.84

Phase	850	Project Management
Task	851	Project Management and Coordination

	Hours	Rate	Amount	
Project Manager I	.75	185.00	138.75	
Project Manager III	1.50	230.00	345.00	
Totals	2.25		483.75	
Total Labor				483.75

Total this Task \$483.75

Total this Phase \$483.75

	Current	Prior	To-Date
Total Billings	5,872.59	0.00	5,872.59
Contract Limit (not-to-exceed)			179,700.00
Contract Limit Remaining			173,827.41

Total Due this Invoice \$5,872.59



chad@christensenddevelopment.com

Invoice Total \$10,000.00

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

December 31, 2023

Invoice No: 19004284.01 - 3

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 October 30, 2023 to December 31, 2023

Fee

Phase	Fee	%	Fee Earned	Previous Billing	Current Billing
CX - Construction	10,560.00	100.00	10,560.00	7,920.00	2,640.00
CX - Testing	6,720.00	100.00	6,720.00	0.00	6,720.00
CX - Occupancy	5,120.00	12.50	640.00	0.00	640.00
Total Fee	22,400.00		17,920.00	7,920.00	10,000.00
Total Fee					10,000.00
Total this Invoice					\$10,000.00

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



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

Date of Council Meeting: January 9, 2024 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: July 1, 2023 Through: August 31, 2023

Contract Summary

Original Contract Amount:	\$	19,600.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	19,600.00	
Total completed and stored to date:	\$	19,553.82	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	19,553.82	
Less previous applications for payment:	\$	1,755.32	
SUBTOTAL	\$	17,798.50	

OTHER CHARGES (Attach an itemized list)

CURRENT PAYMENT DUE \$ 17,798.50

Balance to finish, including retainage: \$ 46.18

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

Date

City of Grimes Staff Approval:

Signature

Date

1-3-24

City of Grimes Council Approval:

Council 1-9-24

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 25, 2023	\$ 1,755.32
2		\$ -
3		\$ -
4		\$ -
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 1,755.32

Record of Change Orders

No.	Date	Amount
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TOTAL \$ -

Contract Time Remaining

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

Invoice

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

NOTE: Communications concerning disputed debts, including an instrument rendered 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 30, 2023

Project No: 0023G020.00

Invoice No: 85698

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

Invoice Total USD 12,231.00

Project 0023G020.00 NE Park Drive Speed Study

Professional Services through July 31, 2023**Professional Personnel**

	Hours	Rate	Amount	
Project Manager III	5.00	216.00	1,080.00	
Project Engineer I	32.00	154.00	4,928.00	
Staff Engineer I	49.00	127.00	6,223.00	
Totals	86.00		12,231.00	
Total Labor				12,231.00

Billing Limits

	Current	Prior	To-Date
Total Billings	12,231.00	1,755.32	13,986.32
Limit			19,600.00
Remaining			5,613.68

Total This Invoice USD 12,231.00

Invoice

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

NOTE: Communications concerning disputed debts, including an instrument rendered 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: 0023G020.00

Invoice No: 85862

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

Invoice Total USD 5,567.50

Project 0023G020.00 NE Park Drive Speed Study

Professional Services through August 31, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager III	5.00	216.00	1,080.00	
Project Engineer I	2.50	154.00	385.00	
Technician V	16.00	135.00	2,160.00	
Technician II	18.50	105.00	1,942.50	
Totals	42.00		5,567.50	
Total Labor				5,567.50

Billing Limits

	Current	Prior	To-Date
Total Billings	5,567.50	13,986.32	19,553.82
Limit			19,600.00
Remaining			46.18

Total This Invoice USD 5,567.50

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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: January 9, 2024 **PAYMENT REQUEST #** 15
PAYMENT PERIOD: From: November 1, 2023 Through: November 30, 2023

Contract Summary

Original Contract Amount:	\$	298,400.00	
Net change by Change Orders:	\$	218,100.00	
Contract Amount to Date: (line 1 ± 2)	\$	516,500.00	
Total completed and stored to date:	\$	269,881.02	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	269,881.02	
Less previous applications for payment:	\$	263,844.02	
SUBTOTAL			\$ 6,037.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 6,037.00

Balance to finish, including retainage: \$ 246,618.98

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

Signature

Date

Engineer / Consultant Approval: Snyder & Associates, Inc.

Firm Name

Signature

12/29/23

Date

City of Grimes Staff Approval:

Signature

1-4-24

Date

City of Grimes Council Approval:

Council 1-9-24

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

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
12	October 10, 2023	\$ 28,872.50
13	November 14, 2023	\$ 19,275.36
14	December 12, 2023	\$ 5,476.40
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 263,844.02

Record of Change Orders

No.	Date	Amount
1	July 26, 2023	\$ 101,300.00
2	November 28, 2023	\$ 116,800.00
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TOTAL \$ 218,100.00

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:	-



INVOICE FOR PROFESSIONAL SERVICES

December 28, 2023

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

Invoice No: 122.1329.01 - 15

Finance Budget Code 375-210-6407

Email mahrens@grimesiowa.gov

Project 122.1329.01 NE Destination DR & NE Beaverbrooke Blvd Improvements

Professional Services through November 30, 2023

Basic Services

	Hours	Rate	Amount
Principal Engineer I	1.00	217.00	217.00
Land Surveyor VIII	.75	181.00	135.75
Engineer VIII	3.50	181.00	633.50
Land Surveyor II	8.00	116.00	928.00
Technician II	59.75	69.00	4,122.75
Total Services	73.00		6,037.00
Total Services			6,037.00

Billing Limits	Current	Prior	To-Date
Total Billings	6,037.00	263,844.02	269,881.02
Limit			516,500.00
Remaining			246,618.98
Phase Subtotal			\$6,037.00

Amount Due this Invoice \$6,037.00

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



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: January 9, 2024 **PAYMENT REQUEST #** 61
PAYMENT PERIOD: From: November 12, 2023 Through: December 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:	\$	1,760,444.32	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	1,760,444.32	
Less previous applications for payment:	\$	1,718,894.53	
SUBTOTAL	\$		41,549.79

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 41,549.79

Balance to finish, including retainage: \$ 54,455.68

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Veenstra & Kimm, Inc.

Firm Name

Signature

Date

City of Grimes Staff Approval:

Signature

Date

City of Grimes Council Approval:

Council 1-9-24

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

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
58	October 10, 2023	\$ 33,638.47
59	November 14, 2023	\$ 32,051.41
60	November 28, 2023	\$ 36,098.13
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TOTAL \$ 1,718,894.53

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:	-

**VEENSTRA
& KIMM INC.**
STATEMENT OF PROFESSIONAL SERVICES

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

December 22, 2023
Project No: 128108
Invoice No: 24

Project Manager H. Veenstra

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

Professional Services from November 12, 2023 to December 16, 2023

Professional Personnel

	Hours	Rate	Amount	
Clerical II	6.50	80.00	520.00	
Clerical IV	.50	61.00	30.50	
Process Engineer I	16.00	235.00	3,760.00	
Engineer I-B	2.00	201.00	402.00	
Engineer III-A	1.00	160.00	160.00	
Construction Engineer II	144.00	127.00	18,288.00	
Surveyor I	.50	148.00	74.00	
Technician I	6.00	110.00	660.00	
Technician III	174.00	91.00	15,834.00	
Totals	350.50		39,728.50	
Total Labor				39,728.50

Reimbursable Expenses

Travel	20.96	
Miscellaneous Expense	30.39	
Total Reimbursables	51.35	51.35

Unit Billing

GPS/Total Station	210.00	
Mileage	108.08	
Mileage	66.81	
Mileage	1,382.05	
Duplication	3.00	
Total Units	1,769.94	1,769.94

Billing Limits

	Current	Prior	To-Date
Total Billings	41,549.79	1,145,894.53	1,187,444.32
Limit			1,206,900.00
Remaining			19,455.68

Total this Invoice \$41,549.79

Billings to Date

	Current	Prior	Total
Labor	39,728.50	1,080,009.50	1,119,738.00

Project	128108	WRA Connector - Phase 2 - CS			Invoice	24
Expense		51.35	6,771.87	6,823.22		
Unit		1,769.94	59,113.16	60,883.10		
Totals		41,549.79	1,145,894.53	1,187,444.32		



www.svpa-architects.com
Phone 515.327.5990

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

✓ C-0

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

PAID

January 5, 2024

Project No: 23012.00

Invoice No: 0039179

Project 23012.00
janderson@grimesiowa.gov
angie@sidekickdevelopment.com
accountspayable@grimesiowa.gov

City of Grimes - Grimes Fire Station

20236132
part 1

Beyond Fee: Civil Design Advantage Topographic Survey \$6,800.00.

Beyond Fee: Civil Design Advantage Topographic Survey - New Site \$1,575.00.

Professional Services from December 4, 2023 to December 31, 2023

378.156.6490

Phase 01 Programming
Fee

Billing Phase	Fee	Percent Complete	Earned
Programming	11,900.00	100.00	11,900.00
Schematic Design	107,100.00	100.00	107,100.00
Design Development	107,100.00	0.00	0.00
Construction Documents	220,150.00	0.00	0.00
Bidding/Negotiation	17,850.00	0.00	0.00
Construction Administration	130,900.00	0.00	0.00
Amendment #1: Library	12,400.00	77.00	9,548.00
Total Fee	607,400.00		128,548.00

Previous Fee Billing 88,921.00
Current Fee Billing 39,627.00

Total Fee

39,627.00

Total this Phase

\$39,627.00

Total this Invoice

\$39,627.00

Billings to Date

	Current	Prior	Total
Fee	39,627.00	88,921.00	128,548.00
Consultant	0.00	8,375.00	8,375.00

Project	23012.00	City of Grimes - Grimes Fire Station			Invoice	0039179
Expense		0.00	224.22	224.22		
Unit		0.00	116.62	116.62		
Totals		39,627.00	97,636.84	137,263.84		

Authorized By: Robert F. Ormsby

Robert Ormsby



www.svpa-architects.com
Phone 515.327.5990

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

C-0

262 36095
AD

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

December 8, 2023
Project No: 23012.00
Invoice No: 0039139

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

378.190.6490

Project 23012.00
janderson@grimesiowa.gov
angie@sidekickdevelopment.com
accountspayable@grimesiowa.gov

City of Grimes - Grimes Fire Station

PAID

Beyond Fee: Civil Design Advantage Topographic Survey \$6,800.00.

Beyond Fee: Civil Design Advantage Topographic Survey - New Site \$1,575.00.

Professional Services from October 30, 2023 to December 3, 2023

Phase 01 Programming
Fee

Billing Phase	Fee	Percent Complete	Earned
Programming	11,900.00	100.00	11,900.00
Schematic Design	107,100.00	63.00	67,473.00
Design Development	107,100.00	0.00	0.00
Construction Documents	220,150.00	0.00	0.00
Bidding/Negotiation	17,850.00	0.00	0.00
Construction	130,900.00	0.00	0.00
Administration			
Amendment #1: Library	12,400.00	77.00	9,548.00
Total Fee	607,400.00		88,921.00
		Previous Fee Billing	70,714.00
		Current Fee Billing	18,207.00

Total Fee

18,207.00

Total this Phase

\$18,207.00

Phase 03 Schematic Design

Reimbursable Expenses

Mileage & Parking 68.79

Total Reimbursables

68.79

68.79

mmw

Project	23012.00	City of Grimes - Grimes Fire Station	Invoice	0039139
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Unit Billing

Mileage

13.10

Total this Phase

\$81.89

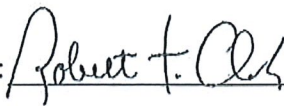
Total this Invoice

\$18,288.89

Billings to Date

	Current	Prior	Total
Fee	18,207.00	70,714.00	88,921.00
Consultant	0.00	8,375.00	8,375.00
Expense	68.79	155.43	224.22
Unit	13.10	103.52	116.62
Totals	18,288.89	79,347.95	97,636.84

Authorized By:



Robert Ormsby



www.svpa-architects.com
Phone 515.327.5990

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

V-0
C-M

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

January 5, 2024

Project No: 22038.00

Invoice No: 0039220

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

Professional Services from December 4, 2023 to December 31, 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	98.00	44,100.00
Amendment #1	16,500.00	80.00	13,200.00
Total Fee	241,500.00		237,300.00
		Previous Fee Billing	233,700.00
		Current Fee Billing	3,600.00

Total Fee

3,600.00

Total this Phase

\$3,600.00

Phase 07 Construction Administration

Reimbursable Expenses

Mileage & Parking	26.20	
Total Reimbursables	26.20	26.20
Total this Phase		\$26.20
Total this Invoice		\$3,626.20

Project	22038.00	GrimesPlex - Grimes, IA	Invoice	0039220
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Billings to Date

	Current	Prior	Total
Fee	3,600.00	233,700.00	237,300.00
Expense	26.20	8,513.32	8,539.52
Unit	0.00	30.52	30.52
Totals	3,626.20	242,243.84	245,870.04

Authorized By:  _____

Thad Long

INVOICE

ALLENDER BUTZKE ENGINEERS INC.

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

20236086 **PROJECT NO:** 235182

MA **INVOICE NO:** 235182F1

PLEASE INCLUDE INVOICE NUMBER
ON REMITTANCE ADVICE

RE: Density Testing Compacted Fills
SW 19th St. Water Main 2023
SW 19th St. Grimes, Iowa

INVOICE DATE: 12/5/2023

PAID

REC'D DEC 11 2023

374.810 6490

Description of Services	Amount	Unit Price	Total
Technician III	6.0 hrs	\$74.00 /Hour	\$444.00
Transportation Charges	36.0 miles	\$0.89 /Mile	\$32.04
Nuclear moisture/density gauge(1-6)	6.0 tests	\$17.00 /Test	\$102.00
Engineering Review & Report Preparation	0.5 hrs	\$175.00 /Hour	\$87.50
Standard Proctor (ASTM D698)	2.0 tests	\$202.00 /Test	\$404.00
Total Due			\$1,069.54

REMIT TO: ALLENDER BUTZKE ENGINEERS, INC.
3660 109th Street
Urbandale, Iowa 50322
Phone No. 515-252-1885

Total invoice amount due upon
receipt of invoice. Accounts not
paid within 30 days after invoice
date are subject to a 1 1/2% per
month late charge.

from MA 1/4
When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive the check back from your financial institution.

INVOICE

ALLENDER BUTZKE ENGINEERS INC.

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

PROJECT NO: 235182

INVOICE NO: 235182F2

PLEASE INCLUDE INVOICE NUMBER
ON REMITTANCE ADVICE

RE: Density Testing Compacted Fills
SW 19th St. Water Main 2023
SW 19th St. Grimes, Iowa

INVOICE DATE: 12/19/2023

374.910.6490
20236090 MA

C-O
C-M

Description of Services	Amount	Unit Price	Total
Technician III	22.0 hrs	\$74.00 /Hour	\$1,628.00
Transportation Charges	168.0 miles	\$0.89 /Mile	\$149.52
Nuclear moisture/density gauge(7-34)	28.0 tests	\$17.00 /Test	\$476.00
Engineering Review & Report Preparation	1.0 hrs	\$175.00 /Hour	\$175.00
Total Due			\$2,428.52

REMIT TO: ALLENDER BUTZKE ENGINEERS, INC.
3660 109th Street
Urbandale, Iowa 50322
Phone No. 515-252-1885

Total invoice amount due upon
receipt of invoice. Accounts not
paid within 30 days after invoice
date are subject to a 1 1/2% per
month late charge.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive the check back from your financial institution.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: January 23, 2024 **PAYMENT REQUEST #** 15
PAYMENT PERIOD: From: December 4, 2023 Through: December 31, 2023

Contract Summary

Original Contract Amount:	\$	178,900.00	
Net change by Change Orders:	\$	484,145.00	
Contract Amount to Date: (line 1 ± 2)	\$	663,045.00	
Total completed and stored to date:	\$	617,474.53	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	617,474.53	
Less previous applications for payment:	\$	593,907.85	
SUBTOTAL	\$	23,566.68	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 23,566.68

Balance to finish, including retainage: \$ 45,570.47

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Civil Design Advantage

Firm Name

1/16/2024

Signature

Date

City of Grimes Staff Approval:

Signature

1-17-24

Date

City of Grimes Council Approval:

Council 1-23-24

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 24, 2022	\$ 12,171.27
2	June 28, 2022	\$ 26,623.03
3	August 9, 2022	\$ 26,447.25
4	September 13, 2022	\$ 99,482.25
5	November 22, 2022	\$ 79,855.13
6	January 24, 2023	\$ 41,333.65
7	April 11, 2023	\$ 30,093.92
8	May 9, 2023	\$ 22,215.41
9	May 23, 2023	\$ 49,688.87
10	June 13, 2023	\$ 37,747.94
11	August 22, 2023	\$ 61,806.67
12	September 26, 2023	\$ 30,031.77
13	December 12, 2023	\$ 55,582.74
14	December 26, 2023	\$ 20,827.95
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Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
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TOTAL \$ 593,907.85

Record of Change Orders

No.	Date	Amount
1	October 11, 2022	\$ 28,015.00
2	November 8, 2022	\$ 456,130.00
3		
4		
5		
6		
7		
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21		
22		
23		
24		
25		

TOTAL \$ 484,145.00

Contract Time Remaining

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

Invoice

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

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

January 8, 2024
Project No: 2202.086
Invoice No: 43580

Project 2202.086 City of Grimes - Grimes Plex
Professional Services from December 4, 2023 through December 31, 2023

Task	102	Topographic Survey			Total this Task	0.00
Task	201	Concept Refinement			Total this Task	0.00
Task	203	SWMP			Total this Task	0.00
Task	205	SWPPP			Total this Task	0.00
Task	230	Estimate Construction Costs			Total this Task	0.00
Task	235	Lions Park Concept			Total this Task	0.00
Task	302	Hope Plat 4 CD Rev			Total this Task	0.00
Task	306	Easement Plat Preparation			Total this Task	0.00
Task	401	Site Plan Revisions			Total this Task	0.00
Task	402	Site Plan Revisions - Buildings			Total this Task	0.00
Task	404	Turf Revisions				
Professional Personnel						
			Hours	Rate	Amount	
	Engineer 8		6.00	179.00	1,074.00	
	Senior Technician		1.50	152.00	228.00	
	Total Labor					1,302.00
				Total this Task		\$1,302.00
Task	405	Bullpen and Batting Cage Revisions				

Professional Personnel

	Hours	Rate	Amount	
Engineer 2	27.75	106.00	2,941.50	
Engineer 8	13.50	179.00	2,416.50	
Senior Project Manager	10.50	191.00	2,005.50	
Total Labor				7,363.50
Total this Task				\$7,363.50

Task 501 Project Development and Coordination

Professional Personnel

	Hours	Rate	Amount	
Principal/Senior Engineer	4.00	205.00	820.00	
Total Labor				820.00
Total this Task				\$820.00

Task 503 Color Rendering

Total this Task 0.00

Task 504 Project Manual

Total this Task 0.00

Task 505 Bidding Services

Total this Task 0.00

Task 506 Bid Letting Services

Total this Task 0.00

Task 507 Major Addendum

Total this Task 0.00

Task 508 Pre-Construction Meetings

Total this Task 0.00

Task 601 Construction Staking

Professional Personnel

	Hours	Rate	Amount	
Technician 1	3.00	60.00	180.00	
Technician 2	11.50	73.00	839.50	
Technician 8	9.00	139.00	1,251.00	
Total Labor				2,270.50
Total this Task				\$2,270.50

Task 603 Construction Administration

Professional Personnel

	Hours	Rate	Amount	
Principal/Senior Engineer	2.00	205.00	410.00	
Engineer 7	2.00	167.00	334.00	
Engineer 8	33.50	179.00	5,996.50	
Administrative 2	.50	74.00	37.00	
Senior Project Manager	4.50	191.00	859.50	
Total Labor				7,637.00
Total this Task				\$7,637.00

Project	2202.086	City of Grimes - Grimes Plex	Invoice	43580
Task	604	Construction Observation		
Professional Personnel				
			Hours	Rate
Technician 4			14.50	97.00
				Amount
				1,406.50
	Total Labor			1,406.50
			Total this Task	\$1,406.50
Task	605	Record Drawings		
Professional Personnel				
			Hours	Rate
Engineer 2			21.75	106.00
Technician 3			3.50	84.00
				Amount
				2,305.50
				294.00
	Total Labor			2,599.50
			Total this Task	\$2,599.50
Task	613	Shop Drawing Review		
			Total this Task	0.00
Task	701	Geotechnical Investigation		
			Total this Task	0.00
Task	702	Electrical Design		
			Total this Task	0.00
Task	703	Sub-consultant - IMEG Construction		
			Total this Task	0.00
Task	704	Sub-consultant - Barrel Age Productions		
			Total this Task	0.00
Task	998	Permits & Fees		
			Total this Task	0.00
Task	999	Reimbursable Expenses		
Unit Billing				
12/18/2023	Mileage	256.0 miles @ 0.655		167.68
	Total Units			167.68
			Total this Task	\$167.68
Billing Limits				
		Current	Prior	To-Date
Total Billings		23,566.68	593,907.85	617,474.53
Limit				663,045.00
Remaining				45,570.47
			Total this Invoice	<u>\$23,566.68</u>
Project Manager	Joshua Trygstad			

611 5th Ave, Suite 300
Des Moines, IA 50309

Project Name: Grimes Public Library
Project # X237400
Date: 1/11/2024

WEITZ SUMMARY – Amount Due

The Weitz Company: \$20,889.86

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): City of Grimes	PROJECT: PROJECT: #	Grimes Public Library X237400	Distribution to: OWNER (1) ARCHITECT (3) CONTRACTOR (1)
MAKE PAYMENT TO: FROM (CONTRACTOR): The Weitz Company, LLC 611 5th Ave, Suite 300 Des Moines, IA 50309	ARCHITECT: Invision 303 Watson Powell Jr. Way Suite 200 Des Moines, IA 50309	APPLICATION NO: 23 PERIOD TO: 12/01/23 12/31/23	
CONTRACT FOR: Construction Management		CONTRACT DATE:	

CONSTRUCTION MANAGER'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	0	0
Approved this Month		
Number	Date Approved	
CO 1	CM Services finalized	22,633.00
CO 2	PCO 004, 005, 009 & 010	17,558.50
CO 3	PCO 15	115,605.00
CO 4	PCO 028	18,129.80
CO 5	PCO 034	10,737.00
TOTALS	184,663.30	0
Net change by Change Order		184,663.30

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

1. ORIGINAL CONTRACT SUM	\$ 951,048.00
2. Net change by Change Order	\$ 184,663.30
3. CONTRACT SUM TO DATE (Line 1+2)	\$ 1,135,711.30
(Column C on G703)	
4. TOTAL COMPLETED & STORED TO DATE	\$ 1,110,350.08
(Column G on G703)	
5. RETAINAGE:	
a. 0% completed work	\$ -
(Column D + E on G703)	
b. 0% of Stored Material	\$ -
(Column F on G703) included in above number	
TOTAL RETAINAGE (Line 5a + 5b or Total in Column 1 of G703)	\$ -
6. TOTAL EARNED LESS RETAINAGE	\$ 1,110,350.08
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENTS	\$ 1,089,460.22
8. CURRENT PAYMENT NOW DUE	\$ 20,889.86
9. BALANCE TO FINISH, PLUS RETAINAGE	\$ 25,361.22
(Line 3 less Line 6)	

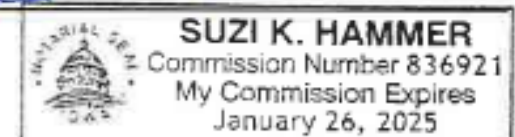
The undersigned Sub - Contractor certifies that to the best of the Sub - Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Sub - Contractor for Work for which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

CONTRACTOR: THE WEITZ COMPANY, LLC

By: Stephanie Morrison January 11, 2024

State of: IOWA County of: POLK
subscribed and sworn to before me this 11th day of January, 2024

NOTARY PUBLIC: Suzi K Hammer
My Commission Expires:



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED. \$ 20,889.86
(Attach explanation if certified differs from the amount applied for.)

ARCHITECT:

By: [Signature] Date: 01.16.24

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

Prj # X237400			App # : 23			Pd From: 12/1/2023			
Prj Name Grimes Public Library			App Date: 1/8/2024			PD TO : 12/31/2023			
Sub:			Retain : 5.00%						
A	B	C1	D	E	F	G		H	I
Item Number	Description of Work	SOV	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	Total Completed And Stored (D+E+F)	Percent (G%C)	Balance To Finish (C-G)	Retainage
			PREVIOUS (D+E)	This Period					
	<u>The Weitz Company - Construction Manager</u>								
1	Preconstruction	25,000.00	25,000.00			25,000.00	100%		
2	Construction Manager Services	633,384.80	630,444.00	2,940.80		633,384.80	100%		
	<u>General Requirements</u>								
3	Latrines	8,300.00	6,919.00			6,919.00	83%	1,381	
4	Surveying	7,457.50	5,065.00	1,681.25		6,746.25	90%	711	
5	Dumpsters/Trash Chute	35,560.00	18,870.50	4,400.00		23,270.50	65%	12,290	
6	Safety	2,850.00	18,418.00	32.11		18,450.11	647%	(15,600)	
7	SWPPP/Access/Snow Removal	34,842.00	20,952.00	3,399.83		24,351.83	70%	10,490	
8	General Building Enclosures/Heat	50,146.00	35,404.13	4,956.87		40,361.00	80%	9,785	
9	Roof Access	5,000.00	7,775.59			7,775.59	156%	(2,776)	
10	Temporary Fencing	11,000.00	8,618.00			8,618.00	78%	2,382	
11	Fee (3.25%) on Construction Manager Services	25,626.00	24,345.00	513.00		24,858.00	97%	768	
12	Fee (3.25%) per Prime Volume Summary below	296,545.00	287,649.00	2,966.00		290,615.00	98%	5,930	
	<u>Prime Volume Summary</u>								
1	BP #01 - Grading & Utilities - Correll Contractors	440,344.00	438,000.00			438,000.00	99%	2,344.00	21,900.00
2	BP #02 - General Construction - Graphite Group	2,724,302.51	2,649,956.09	32,679.68		2,682,635.77	98%	41,666.74	134,131.79
3	BP #03 - Masonry - Forrest & Associates	351,424.43	349,361.53			349,361.53	99%	2,062.90	17,468.08
4	BP #04 - Flooring - Ideal Floors	111,775.00	111,775.00			111,775.00	100%		5,588.75
5	BP #05 - Ceramic Tile - Des Moines Marble	125,680.00	124,375.00	1,305.00		125,680.00	100%		6,284.00
6	BP #06 - Roofing - Academy Roofing	422,350.00	422,350.00			422,350.00	100%		21,117.50
7	BP #07 - Aluminum, Glazing & Metal Panels - Forman Ford	848,062.00	848,062.00			848,062.00	100%		42,403.10
8	BP #08 - Framing, Drywall, Acoustic, Paint - Performance Contracting Inc	1,513,098.44	1,501,899.79	1,198.65		1,503,098.44	99%	10,000.00	75,154.92
9	BP #09 - Elevator - KONE	144,000.00	144,000.00			144,000.00	100%		7,200.00
10	BP #10 - Fire Sprinkler - Midwest Auto Fire Sprinkler	87,500.00	87,500.00			87,500.00	100%		4,375.00
11	BP #11 - Mechanical - AMC Mechanical	1,039,785.07	1,034,203.37			1,034,203.37	99%	5,581.70	51,710.17
12	BP #12 - Electrical - Van Maanen Electric	1,025,839.89	1,021,944.24	3,860.87		1,025,805.11	98%	34.78	51,290.26
13	BP #13 - Site Paving - Nehring	241,094.00	237,976.45	3,117.55		241,094.00	100%		12,054.70
14	BP #14 - Landscaping - Miner Hardscape	149,970.00						149,970.00	
	Prime Contractors Total	\$ 9,225,225.34	\$ 8,971,403.47	\$ 42,161.75		\$ 9,013,565.22	98%	211,660.12	450,678.26

WEITZ TOTAL

1,135,711.30

\$1,089,460.22

20,889.86

1,110,350.08

98%

25,361.22

PARTIAL WAIVER OF LIEN

STATE OF: Iowa)
COUNTY OF: Polk)

TO WHOM IT MAY CONCERN:

WHEREAS THE undersigned has been employed by The Weitz Company

to furnish LABOR/MATERIAL/SERVICES

for the premises known as Grimes Public Library

of which City of Grimes is the Owner.

THE UNDERSIGNED, for and in consideration of Twenty Thousand, Eight Hundred Eighty Nine Dollars and 86/100's -----

----- \$ 20,889.86) and

other good and valuable considerations, the receipt whereof is hereby acknowledge, do(es)
hereby waive and release its right to lien under the status of the
State of Iowa relating to Mechanic's Liens, on the above described premises and
improvements thereon, but only for the payment above made by
the Owner.

Given under my hand and seal, this 11th day of January 2024

****THIS WAIVER IS CONTINGENT
UPON ACTUAL RECEIPT OF PAYMENT****

The Weitz Company
COMPANY

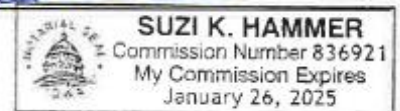
By Stephanie Morrison

Title Senior Project Manager

Subscribed And Sworn To Before me this 11th day of January 2024

State of: IOWA County of: POLK
subscribed and sworn to before me this

NOTARY PUBLIC: Suzi K Hammer
My Commission Expires:





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

January 16, 2024

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

Invoice: 326186
Client: 176170
Matter: 0010
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through December 31, 2023

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

Total Professional Services	\$.00
Total Costs	<u>\$ 32.00</u>
TOTAL CURRENT INVOICE	\$ 32.00



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

January 16, 2024

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

Invoice: 326185
Client: 176170
Matter: 0009
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through December 31, 2023

RE: Firefighters Union Matters

Total Professional Services	\$ 893.00
Total Costs	<u>\$.00</u>
TOTAL CURRENT INVOICE	\$ 893.00



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

January 16, 2024

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

Invoice: 326188
Client: 176170
Matter: 0016
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through December 31, 2023

RE: Hope K Farms, LLC (Fire Station Lot Purchase)

Total Professional Services	\$ 585.00
Total Costs	<u>\$ 1,004.20</u>
TOTAL CURRENT INVOICE	\$ 1,589.20

Trust Funds Balance \$ 2,481.13



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

January 16, 2024

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

Invoice: 326184
Client: 176170
Matter: 0003
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through December 31, 2023

RE: Graystone Companies, LLC

Total Professional Services	\$.00
Total Costs	<u>\$ 100.00</u>
TOTAL CURRENT INVOICE	\$ 100.00



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

January 16, 2024

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

Invoice: 326187
Client: 176170
Matter: 0014
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through December 31, 2023

RE: Nobel, Joann Bohrofen and Bohrofen Farms, Inc.

Total Professional Services	\$ 2,830.50
Total Costs	<u>\$ 350.00</u>
TOTAL CURRENT INVOICE	\$ 3,180.50



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

January 16, 2024

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

Invoice: 326189
Client: 176170
Matter: 0101
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through December 31, 2023

RE: City Of Grimes - General

Total Professional Services	\$ 13,160.00
Total Costs	<u> \$.00 </u>
TOTAL CURRENT INVOICE	\$ 13,160.00



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

December 6, 2023

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

Invoice: 323959
Client: 176170
Matter: 0011
Billing Attorney: TTH

INVOICE SUMMARY

For Professional Services Rendered through November 30, 2023

RE: St. Peters Lutheran Church - Right-of-Way Acquisition

Total Professional Services	\$ 134.50
Total Costs	<u>\$ 600.00</u>
TOTAL CURRENT INVOICE	\$ 734.50



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

November 22, 2023

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

Invoice: 323301
Client: 176170
Matter: 0016
Billing Attorney: TIH

378-150-6411

INVOICE SUMMARY

For Professional Services Rendered through October 31, 2023

RE: Hope K Farms, LLC (Fire Station Lot Purchase)

Total Professional Services	\$ 705.00
Total Costs	<u>\$.00</u>
TOTAL CURRENT INVOICE	\$ 705.00



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

November 22, 2023

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

Invoice: 323300
Client: 176170
Matter: 0015
Billing Attorney: TIH

369-210-6730

INVOICE SUMMARY

For Professional Services Rendered through October 31, 2023

**RE: JDS Real Estate Investments, LLC (Right-of-way Acquisition - SE 11th St. / S.
James St. Improvements)**

Total Professional Services	\$ 581.50
Total Costs	<u>\$ 356.00</u>
TOTAL CURRENT INVOICE	\$ 937.50



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

November 22, 2023

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

Invoice: 323299
Client: 176170
Matter: 0014
Billing Attorney: TIH

381-810-6411

INVOICE SUMMARY

For Professional Services Rendered through October 31, 2023

RE: Nobel, Joann Bohrofen and Bohrofen Farms, Inc.

Total Professional Services	\$ 2,117.50
Total Costs	<u>\$.00</u>
TOTAL CURRENT INVOICE	\$ 2,117.50



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

November 22, 2023

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

Invoice: 323298
Client: 176170
Matter: 0010
Billing Attorney: TIH

379-210-6411

INVOICE SUMMARY

For Professional Services Rendered through October 31, 2023

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

Total Professional Services	\$ 460.50
Total Costs	<u>\$.00</u>
TOTAL CURRENT INVOICE	\$ 460.50



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

November 22, 2023

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

Invoice: 323296
Client: 176170
Matter: 0004
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through October 31, 2023

RE: EBH Inc., et al. - 19th Street Sewer Extension Project

Total Professional Services	\$ 195.00
Total Costs	<u>\$ 323.40</u>
TOTAL CURRENT INVOICE	\$ 518.40

BRADSHAW FOWLER
PROCTOR & FAIRGRAVE
A PROFESSIONAL CORPORATION
 ATTORNEYS AT LAW

December 20, 2023

Invoice Number: 295230
 Federal ID: 42-1378302
 Matter: 20632.1

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

RE: City of Grimes - Library Construction Manager Contract

FOR PROFESSIONAL SERVICES RENDERED THROUGH November 30, 2023

11/02/23	SMO	Reviewed communications with Graphite re CCD 001;	0.30	75.00
11/14/23	SMO	Exchanged emails and telephone call with Chad Rasmussen to discuss the Graphite delay issues;	0.20	50.00
11/30/23	SMO	Analysis of the letter from Stephanie Morrison to Graphite re liquidated and delay damages; reviewed communications re proposed work to be performed by Weitz on a T&M basis to complete the project; reviewed communications re Construction Change Directive #1; reviewed the contract and general conditions and provided feedback on the Weitz proposal;	2.50	625.00

Summary of Services

O'Brien, Sean M	Shareholder	3.00	250.00	750.00	
Total Services					\$750.00
CREDIT					\$-400.00
TOTAL DUE THIS MATTER					\$350.00

PLEASE REMIT PAYMENT TO DES MOINES OFFICE:
 801 GRAND AVENUE, SUITE 3700 • DES MOINES, IOWA 50309-8004
 PHONE (515) 243-4191 • FAX (515) 246-5808
www.bradshawlaw.com

04/08/22



DES MOINES OFFICE
515-283-1000

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

City of Grimes, Iowa
Attn: Rochell Williams, City Clerk
101 NE Harvey Street
Grimes, IA 50111

November 4, 2022

Invoice Number 3829210

Client-Matter No.: 419952-00086
2022 UR Plan Amendment

001-640-6411

For Legal Services Rendered Through October 31, 2022

Legal services, consultation, research and document preparation for: (1) June, 2022 Urban Renewal Plan Amendment; and (2) Rock Creek Investments, LLC Development Agreement

Total For Legal Fees \$15,200.50

Total This Invoice \$15,200.50

P A I D

101 NE D
Amendme
Grimes,

mmmm

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

ALL INVOICES ARE DUE 30 DAYS FROM DATE OF INVOICE UNLESS OTHERWISE EXPRESSLY AGREED BY DORSEY & WHITNEY

C-0



DES MOINES OFFICE
515-283-1000

(Tax Identification No. 41-0223337)

202 36127

JP

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

City of Grimes, Iowa
Attn: Rochell Williams, City Clerk
101 NE Harvey Street
Grimes, IA 50111

001.470.6499

December 12, 2023
Invoice Number 3934003

PAID

Client-Matter No.: 419952-00077
2020 Field House Development Project

JP

For Legal Services Rendered Through November 30, 2023

12/02/21	A. Bjork	Review changes to development agreement; create and send comparison document; correspond with city staff regarding same.
04/07/22	A. Bjork	Review modifications to monetary and real estate donation agreements.
04/07/22	L. Baker	Run comparison documents
04/08/22	A. Bjork	Telephone conference with J. Anderson, A. Pfaltzgraff and T. Henderson regarding monetary donation and real estate transfer agreement; review resolution of intent prepared by T. Henderson.
04/08/22	J. Danos	Phone call and correspondence; review monetary and real estate agreement updates; review Council resolution
04/13/22	J. Danos	Correspond with J. Anderson
04/18/22	J. Danos	Phone call with City officials and developer representatives regarding sportsplex agreements
04/22/22	A. Bjork	Update Iowa Ortho agreement.
04/26/22	A. Bjork	Telephone conference with city administrator and A. Pfaltzgraff

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

ALL INVOICES ARE DUE 30 DAYS FROM DATE OF INVOICE UNLESS OTHERWISE EXPRESSLY AGREED BY DORSEY & WHITNEY



Grimes, City of Iowa
Client-Matter No.: 419952-00077
Invoice Number: 3934003

December 12, 2023
Page 2

		regarding monetary donation agreement; update monetary donation agreement.
04/26/22	J. Danos	Phone call with J Anderson and A Pfaltzgraf; revise donation agreement; file review
04/27/22	A. Bjork	Revise real estate donation agreement.
04/28/22	A. Bjork	Telephone conference with J. Templeman regarding real estate donation agreement.
05/09/22	A. Bjork	Revise monetary gift agreement.
05/09/22	J. Danos	Phone call with T Henderson and City staff; research regarding surety bond issue; prepare modifications to agreement
05/11/22	A. Bjork	Review surety bond provided by Reza.
05/11/22	J. Danos	Correspondence and review of surety form
05/25/22	A. Bjork	Conference regarding TIF ordinance; review TIF ordinance.
07/07/22	J. Danos	Phone call with J Anderson and A. Pfaltzgraf; memo to file
08/26/22	L. Baker	Ran comparison document of Amended Agreement
10/27/22	A. Bjork	Telephone conference with A. Pfaltzgraf regarding deletion of property from urban renewal area.
11/01/22	A. Bjork	Review final amended development agreement proceedings; prepare proceedings to approve amended development agreement.
11/01/22	E. Regan	Discuss draft agreement review with A. Bjork
11/02/22	E. Regan	Review and edit proceedings
12/14/22	A. Bjork	Review final transcript.

Total For Legal Fees

\$7,840.00

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

ALL INVOICES ARE DUE 30 DAYS FROM DATE OF INVOICE UNLESS OTHERWISE EXPRESSLY AGREED BY DORSEY & WHITNEY



Grimes, City of Iowa
Client-Matter No.: 419952-00077
Invoice Number: 3934003

December 12, 2023
Page 3

Total This Invoice	\$7,840.00
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Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

ALL INVOICES ARE DUE 30 DAYS FROM DATE OF INVOICE UNLESS OTHERWISE EXPRESSLY AGREED BY DORSEY & WHITNEY

RESOLUTION 01-1124 APPROVING CAPITAL PROJECT PAYMENT REQUESTS

Grimes Resolution No. 01-1124

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, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, recommend payment of the attached pay requests.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S James Street and SE 11th Street Improvements
Contractor: Absolute Concrete
Address: 1800 Burr Oak Blvd., Granger, Iowa 50109
Finance Budget Code: 369-210-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: August 22, 2023 **Vendor #** 1072

Date of Council Meeting: December 26, 2023 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: November 1, 2023 Through: November 30, 2023

Contract Summary

Original Contract Amount:	\$	9,047,309.99	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	9,047,309.99	
Total completed and stored to date:	\$	855,224.10	
Retainage: 5 % of Completed Work:	\$	42,761.21	
Total Earned less Retainage:	\$	812,462.89	
Less previous applications for payment:	\$	29,996.25	
SUBTOTAL	\$	782,466.64	
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	782,466.64	
Balance to finish, including retainage:	\$	8,234,847.10	

Contract Time Remaining (If applicable) - CALENDAR DAYS

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

Construction Contractor Approval: Absolute Concrete
Firm Name
Signature Date 12.6.23

Engineer / Consultant Approval:
Firm Name
Signature Date

City of Grimes Staff Approval:
Signature Date 12-7-23

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: 12/6/2023

CONTRACT PRICE DETAIL

ITEM NO.	SUDAS ITEM CODE	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	2.01	CLEARING AND GRUBBING, UNITS	UNIT	74.80		74.80	\$ 150.00	\$ 11,220.00	-	\$ -	\$ -	\$ -	74.80	0.00%
2	2.2	CLEARING AND GRUBBING, ACRE	ACRE	1.00		1.00	\$ 9,500.00	\$ 9,500.00	1.00	\$ 9,500.00	\$ -	\$ 9,500.00	-	100.00%
3	2.3	TOPSOIL, ON-SITE	CY	9,848.00		9,848.00	\$ 8.50	\$ 83,708.00	4,557.00	\$ 38,734.50	\$ -	\$ 38,734.50	5,291.00	46.27%
4	2.4	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	13,150.00		13,150.00	\$ 3.55	\$ 46,682.50	7,922.00	\$ 28,123.10	\$ -	\$ 28,123.10	5,228.00	60.24%
5	2.5	EXCAVATION, CLASS 10, CHANNEL	CY	1,286.00		1,286.00	\$ 4.75	\$ 6,108.50	-	\$ -	\$ -	\$ -	1,286.00	0.00%
6	2.6	EXCAVATION, CLASS 10, CONTRACTOR FURNISH	CY	20,641.00		20,641.00	\$ 14.00	\$ 288,974.00	2,710.00	\$ 37,940.00	\$ -	\$ 37,940.00	17,931.00	13.13%
7	2.7	EXCAVATION, CLASS 10, WASTE	CY	4,667.00		4,667.00	\$ 11.00	\$ 51,337.00	-	\$ -	\$ -	\$ -	4,667.00	0.00%
8	2.8	BELOW GRADE EXCAVATION (CORE OUT)	CY	1,100.00		1,100.00	\$ 81.25	\$ 89,375.00	-	\$ -	\$ -	\$ -	1,100.00	0.00%
9	2.9	SUBGRADE PREPARATION, 12 IN.	SY	33,087.00		33,087.00	\$ 2.75	\$ 90,989.25	-	\$ -	\$ -	\$ -	33,087.00	0.00%
10	2.10	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR, TYPE 3	SY	12,500.00		12,500.00	\$ 5.00	\$ 62,500.00	-	\$ -	\$ -	\$ -	12,500.00	0.00%
11	2.11	MODIFIED SUBBASE	CY	6,084.00		6,084.00	\$ 69.50	\$ 422,838.00	-	\$ -	\$ -	\$ -	6,084.00	0.00%
12	2.12	REMOVAL OF ABANDONED RAILROAD	LF	213.00		213.00	\$ 15.00	\$ 3,195.00	210.00	\$ 3,150.00	\$ -	\$ 3,150.00	3.00	98.59%
13	3.1	TRENCH FOUNDATION	TON	100.00		100.00	\$ 45.00	\$ 4,500.00	-	\$ -	\$ -	\$ -	100.00	0.00%
14	4.1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN.	LF	377.00		377.00	\$ 70.50	\$ 26,578.50	419.00	\$ 29,539.50	\$ -	\$ 29,539.50	(42.00)	111.14%
15	4.2	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	LF	1,057.00		1,057.00	\$ 91.50	\$ 96,715.50	409.00	\$ 37,423.50	\$ -	\$ 37,423.50	648.00	38.69%
16	4.3	STORM SEWER, TRENCHED, RCP, CLASS III, 30 IN.	LF	559.00		559.00	\$ 103.00	\$ 57,577.00	-	\$ -	\$ -	\$ -	559.00	0.00%
17	4.4	STORM SEWER, TRENCHED, RCP, CLASS III, 36 IN.	LF	620.00		620.00	\$ 106.50	\$ 66,030.00	-	\$ -	\$ -	\$ -	620.00	0.00%
18	4.5	STORM SEWER, TRENCHED, RCP, CLASS III, 42 IN.	LF	1,151.00		1,151.00	\$ 167.50	\$ 192,792.50	-	\$ -	\$ -	\$ -	1,151.00	0.00%
19	4.6	STORM SEWER, TRENCHED, RCP, CLASS III, 54 IN.	LF	961.00		961.00	\$ 213.00	\$ 204,693.00	256.00	\$ 54,528.00	\$ -	\$ 54,528.00	705.00	26.64%
20	4.7	STORM SEWER, TRENCHED, RCP, CLASS V, 15 IN.	LF	1,571.00		1,571.00	\$ 50.50	\$ 79,335.50	138.00	\$ 6,969.00	\$ -	\$ 6,969.00	1,433.00	8.78%
21	4.8	STORM SEWER, TRENCHED, RCP, CLASS V, 18 IN.	LF	536.00		536.00	\$ 64.00	\$ 34,304.00	90.00	\$ 5,760.00	\$ -	\$ 5,760.00	446.00	16.79%
22	4.9	STORM SEWER, TRENCHED, HDPE, 12-IN	LF	127.00		127.00	\$ 57.00	\$ 7,239.00	-	\$ -	\$ -	\$ -	127.00	0.00%
23	4.10	REMOVAL OF STORM SEWER, LESS THAN OR EQUAL TO 36 IN.	LF	2,097.00		2,097.00	\$ 19.50	\$ 40,891.50	80.00	\$ 1,560.00	\$ -	\$ 1,560.00	2,017.00	3.81%
24	4.11	REMOVAL OF STORM SEWER, GREATER THAN 36 IN.	LF	58.00		58.00	\$ 35.50	\$ 2,059.00	58.00	\$ 2,059.00	\$ -	\$ 2,059.00	-	100.00%
25	4.12	PIPE CULVERT, DRIVEWAY, CMP, 12 IN.	LF	12.00		12.00	\$ 60.00	\$ 720.00	-	\$ -	\$ -	\$ -	12.00	0.00%
26	4.13	PIPE APRON, CMP, 12 IN.	EA	2.00		2.00	\$ 1,075.00	\$ 2,150.00	-	\$ -	\$ -	\$ -	2.00	0.00%
27	4.14	PIPE APRON, CONCRETE, 24 IN.	EA	4.00		4.00	\$ 2,705.00	\$ 10,820.00	-	\$ -	\$ -	\$ -	4.00	0.00%
28	4.15	PIPE APRON, CONCRETE, 36 IN.	EA	2.00		2.00	\$ 3,825.00	\$ 7,650.00	-	\$ -	\$ -	\$ -	2.00	0.00%
29	4.16	PIPE APRON, CONCRETE, 42 IN.	EA	1.00		1.00	\$ 4,415.00	\$ 4,415.00	-	\$ -	\$ -	\$ -	1.00	0.00%
30	4.17	PIPE APRON, CONCRETE, 54 IN.	EA	2.00		2.00	\$ 5,650.00	\$ 11,300.00	1.00	\$ 5,650.00	\$ -	\$ 5,650.00	1.00	50.00%
31	4.18	SUBDRAIN, CORRUGATED, PVC, TYPE 1, CASE B, 6 IN.	LF	9,111.00		9,111.00	\$ 22.50	\$ 204,997.50	-	\$ -	\$ -	\$ -	9,111.00	0.00%
32	4.19	SUBDRAIN, CORRUGATED, HDPE, TYPE 1, CASE B, 6 IN.	LF	310.00		310.00	\$ 22.50	\$ 6,975.00	-	\$ -	\$ -	\$ -	310.00	0.00%
33	4.20	SUBDRAIN CLEANOUT, TYPE A-1	EA	45.00		45.00	\$ 905.00	\$ 40,725.00	-	\$ -	\$ -	\$ -	45.00	0.00%
34	4.21	SUBRAIN, OUTLET, CMP, CONNECTION TO INTAKE	EA	68.00		68.00	\$ 400.00	\$ 27,200.00	-	\$ -	\$ -	\$ -	68.00	0.00%
35	4.22	FIELD TILE REPAIR, PVC, UNSPECIFIED DIAMETER	LF	250.00		250.00	\$ 49.00	\$ 12,250.00	17.00	\$ 833.00	\$ -	\$ 833.00	233.00	6.80%
36	5.10	WATER MAIN, TRENCHED, PVC, DR18, 4 IN.	LF	120.00		120.00	\$ 32.00	\$ 3,840.00	-	\$ -	\$ -	\$ -	120.00	0.00%
37	5.2	WATER MAIN, TRENCHED, PVC, DR18, 6 IN.	LF	56.00		56.00	\$ 23.00	\$ 1,288.00	-	\$ -	\$ -	\$ -	56.00	0.00%
38	5.3	WATER MAIN, TRENCHED, PVC, DR18, 8 IN.	LF	666.00		666.00	\$ 51.00	\$ 33,966.00	480.00	\$ 24,480.00	\$ -	\$ 24,480.00	186.00	72.07%
39	5.4	WATER MAIN, TRENCHED, PVC, DR18, 12 IN.	LF	26.00		26.00	\$ 110.00	\$ 2,860.00	-	\$ -	\$ -	\$ -	26.00	0.00%
40	5.5	WATER MAIN, TRENCHED, DIP, C151, CLASS 52, 8 IN.	LF	28.00		28.00	\$ 95.00	\$ 2,660.00	-	\$ -	\$ -	\$ -	28.00	0.00%
41	5.6	WATER MAIN, TRENCHED, RESTRAINED JOINT, PVC, DR18, 8 IN.	LF	1,008.00		1,008.00	\$ 53.00	\$ 53,424.00	106.50	\$ 5,644.50	\$ -	\$ 5,644.50	901.50	10.57%
42	5.7	WATER MAIN, TRENCHED, RESTRAINED JOINT, PVC, DR18, 16 IN.	LF	3,879.00		3,879.00	\$ 124.00	\$ 480,996.00	-	\$ -	\$ -	\$ -	3,879.00	0.00%
43	5.8	WATER MAIN W/ CASING PIPE, TRENCHED, RESTRAINED JOINT, PVC, DR18, 8 IN.	LF	40.00		40.00	\$ 200.00	\$ 8,000.00	40.00	\$ 8,000.00	\$ -	\$ 8,000.00	-	100.00%
44	5.9	WATER MAIN W/ CASING PIPE, TRENCHED, RESTRAINED JOINT, PVC, DR18, 16 IN.	LF	20.00		20.00	\$ 455.00	\$ 9,100.00	-	\$ -	\$ -	\$ -	20.00	0.00%
45	5.10	FITTING, 6" BEND	EA	15.00		15.00	\$ 900.00	\$ 13,500.00	-	\$ -	\$ -	\$ -	15.00	0.00%
46	5.11	FITTING, 6" CAP/PLUG	EA	1.00		1.00	\$ 355.00	\$ 355.00	-	\$ -	\$ -	\$ -	1.00	0.00%
47	5.12	FITTING, 8" BEND	EA	48.00		48.00	\$ 995.00	\$ 47,760.00	5.00	\$ 4,975.00	\$ -	\$ 4,975.00	43.00	10.42%
48	5.13	FITTING, 8" CAP/PLUG	EA	5.00		5.00	\$ 450.00	\$ 2,250.00	-	\$ -	\$ -	\$ -	5.00	0.00%
49	5.14	FITTING, 8"x4" REDUCER	EA	1.00		1.00	\$ 550.00	\$ 550.00	-	\$ -	\$ -	\$ -	1.00	0.00%
50	5.15	FITTING, 8"x6" TEE	EA	1.00		1.00	\$ 1,015.00	\$ 1,015.00	-	\$ -	\$ -	\$ -	1.00	0.00%
51	5.16	FITTING, 8"x8" TEE	EA	2.00		2.00	\$ 1,085.00	\$ 2,170.00	-	\$ -	\$ -	\$ -	2.00	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

52	5.17	FITTING, 12" BEND	EA	1.00			1.00	\$ 1,275.00	\$	1,275.00	\$	-	\$	-	\$	-	1.00	0.00%
53	5.18	FITTING, 12" CAP/PLUG	EA	2.00			2.00	\$ 685.00	\$	1,370.00	\$	-	\$	-	\$	-	2.00	0.00%
54	5.19	FITTING, 12"X12" TEE	EA	1.00			1.00	\$ 1,650.00	\$	1,650.00	\$	-	\$	-	\$	-	1.00	0.00%
55	5.20	FITTING, 16" BEND	EA	22.00			22.00	\$ 1,365.00	\$	30,030.00	\$	-	\$	-	\$	-	22.00	0.00%
56	5.21	FITTING, 16" CAP/PLUG	EA	3.00			3.00	\$ 1,165.00	\$	3,495.00	\$	-	\$	-	\$	-	3.00	0.00%
57	5.22	FITTING, 16"X8" REDUCER	EA	1.00			1.00	\$ 1,500.00	\$	1,500.00	\$	-	\$	-	\$	-	1.00	0.00%
58	5.23	FITTING, 16"X6" TEE	EA	1.00			1.00	\$ 2,180.00	\$	2,180.00	\$	-	\$	-	\$	-	1.00	0.00%
59	5.24	FITTING, 16"X8" TEE	EA	10.00			10.00	\$ 2,300.00	\$	23,000.00	\$	-	\$	-	\$	-	10.00	0.00%
60	5.25	FITTING, 16"X12" TEE	EA	4.00			4.00	\$ 2,550.00	\$	10,200.00	\$	-	\$	-	\$	-	4.00	0.00%
61	5.26	FITTING, 16"X16" TEE	EA	1.00			1.00	\$ 3,050.00	\$	3,050.00	\$	-	\$	-	\$	-	1.00	0.00%
62	5.27	WATER SERVICE STUB, COPPER, 1 IN.	LF	270.00			270.00	\$ 27.00	\$	7,290.00	\$	-	\$	-	\$	-	270.00	0.00%
63	5.28	WATER SERVICE STUB, COPPER, 2 IN.	LF	10.00			10.00	\$ 82.00	\$	820.00	\$	-	\$	-	\$	-	10.00	0.00%
64	5.29	WATER SERVICE CORPORATION	EA	4.00			4.00	\$ 795.00	\$	3,180.00	\$	-	\$	-	\$	-	4.00	0.00%
65	5.30	WATER SERVICE CURB STOP AND BOX	EA	4.00			4.00	\$ 1,010.00	\$	4,040.00	\$	-	\$	-	\$	-	4.00	0.00%
66	5.31	WATER SERVICE, TEMPORARY CONNECTION	EA	4.00			4.00	\$ 1,350.00	\$	5,400.00	\$	-	\$	-	\$	-	4.00	0.00%
67	5.32	WATER MAIN REMOVAL	LF	4,534.00			4,534.00	\$ 16.50	\$	74,811.00	\$	-	\$	-	\$	-	4,534.00	0.00%
68	5.33	VALVE, GATE, 4 IN.	EA	1.00			1.00	\$ 1,500.00	\$	1,500.00	\$	-	\$	-	\$	-	1.00	0.00%
69	5.34	VALVE, GATE, 6 IN.	EA	3.00			3.00	\$ 1,805.00	\$	5,415.00	\$	-	\$	-	\$	-	3.00	0.00%
70	5.35	VALVE, GATE, 8 IN.	EA	14.00			14.00	\$ 2,525.00	\$	35,350.00	\$	2.00	\$ 5,050.00	\$	5,050.00	-	12.00	14.29%
71	5.36	VALVE, GATE, 12 IN.	EA	1.00			1.00	\$ 4,310.00	\$	4,310.00	\$	-	\$	-	\$	-	1.00	0.00%
72	5.37	VALVE, GATE, 16 IN.	EA	7.00			7.00	\$ 11,700.00	\$	81,900.00	\$	-	\$	-	\$	-	7.00	0.00%
73	5.38	VALVE, GATE, 12 IN. LIVE INSERT	EA	2.00			2.00	\$ 19,775.00	\$	39,550.00	\$	-	\$	-	\$	-	2.00	0.00%
74	5.39	LINE STOP, 12 IN.	EA	2.00			2.00	\$ 16,300.00	\$	32,600.00	\$	-	\$	-	\$	-	2.00	0.00%
75	5.40	FIRE HYDRANT ASSEMBLY	EA	23.00			23.00	\$ 7,690.00	\$	176,870.00	\$	2.00	\$ 15,380.00	\$	15,380.00	-	21.00	8.70%
76	5.41	FIRE HYDRANT ASSEMBLY REMOVAL	EA	7.00			7.00	\$ 500.00	\$	3,500.00	\$	-	\$	-	\$	-	7.00	0.00%
77	5.42	TEMPORARY CONNECTION, WATER MAIN	EA	2.00			2.00	\$ 6,175.00	\$	12,350.00	\$	-	\$	-	\$	-	2.00	0.00%
78	5.43	RELOCATION OF IRRIGATION METER	LS	1.00			1.00	\$ 2,500.00	\$	2,500.00	\$	-	\$	-	\$	-	1.00	0.00%
79	6.1	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EA	1.00			1.00	\$ 4,360.00	\$	4,360.00	\$	1.00	\$ 4,360.00	\$	4,360.00	-	-	100.00%
80	6.2	MANHOLE, STORM SEWER, SW-401, 48 IN.	EA	5.00			5.00	\$ 4,000.00	\$	20,000.00	\$	2.00	\$ 8,000.00	\$	8,000.00	-	3.00	40.00%
81	6.3	MANHOLE, STORM SEWER, SW-401, 60 IN.	EA	4.00			4.00	\$ 4,615.00	\$	18,460.00	\$	-	\$	-	\$	-	4.00	0.00%
82	6.4	MANHOLE, STORM SEWER, SW-401, 72 IN.	EA	6.00			6.00	\$ 7,425.00	\$	44,550.00	\$	-	\$	-	\$	-	6.00	0.00%
83	6.5	MANHOLE, STORM SEWER, SW-401, 96 IN.	EA	3.00			3.00	\$ 13,500.00	\$	40,500.00	\$	2.00	\$ 27,000.00	\$	27,000.00	-	1.00	66.67%
84	6.6	INTAKE, SINGLE GRATE, SW-501	EA	4.00			4.00	\$ 3,000.00	\$	12,000.00	\$	1.00	\$ 3,000.00	\$	3,000.00	-	3.00	25.00%
85	6.7	INTAKE, SINGLE GRATE W/ MANHOLE, SW-503	EA	1.00			1.00	\$ 3,975.00	\$	3,975.00	\$	-	\$	-	\$	-	1.00	0.00%
86	6.8	INTAKE, DOUBLE GRATE, SW-505	EA	18.00			18.00	\$ 4,400.00	\$	79,200.00	\$	1.00	\$ 4,400.00	\$	4,400.00	-	17.00	5.56%
87	6.9	INTAKE, DOUBLE GRATE, SW-505, MOD1	EA	1.00			1.00	\$ 7,650.00	\$	7,650.00	\$	-	\$	-	\$	-	1.00	0.00%
88	6.10	INTAKE, DOULBE GRATE W/ MANHOLE, SW-506	EA	5.00			5.00	\$ 6,500.00	\$	32,500.00	\$	2.00	\$ 13,000.00	\$	13,000.00	-	3.00	40.00%
89	6.11	INTAKE, DOULBE GRATE W/ MANHOLE, SW-506, MOD1	EA	6.00			6.00	\$ 9,450.00	\$	56,700.00	\$	2.00	\$ 18,900.00	\$	18,900.00	-	4.00	33.33%
90	6.12	INTAKE, DOULBE GRATE W/ MANHOLE, SW-506, MOD2	EA	5.00			5.00	\$ 11,725.00	\$	58,625.00	\$	-	\$	-	\$	-	5.00	0.00%
91	6.13	INTAKE, DOULBE GRATE W/ MANHOLE, SW-506, MOD3	EA	1.00			1.00	\$ 11,675.00	\$	11,675.00	\$	-	\$	-	\$	-	1.00	0.00%
92	6.14	INTAKE, CIRCULAR AREA, SW-512, CASE 1, 18 IN.	EA	2.00			2.00	\$ 1,850.00	\$	3,700.00	\$	-	\$	-	\$	-	2.00	0.00%
93	6.15	INTAKE, DRAIN BASIN, PVC, 12 IN. DOME GRATE	EA	3.00			3.00	\$ 2,250.00	\$	6,750.00	\$	-	\$	-	\$	-	3.00	0.00%
94	6.16	MANHOLE ADJUSTMENT, SANITARY, MINOR	EA	2.00			2.00	\$ 2,025.00	\$	4,050.00	\$	-	\$	-	\$	-	2.00	0.00%
95	6.17	MANHOLE ADJUSTMENT, SANITARY, MAJOR	EA	3.00			3.00	\$ 3,050.00	\$	9,150.00	\$	-	\$	-	\$	-	3.00	0.00%
96	6.18	INTAKE ADJUSTMENT, MAJOR	EA	1.00			1.00	\$ 2,300.00	\$	2,300.00	\$	-	\$	-	\$	-	1.00	0.00%
97	6.19	CONNECTION TO EXISTING INTAKE	EA	1.00			1.00	\$ 4,550.00	\$	4,550.00	\$	-	\$	-	\$	-	1.00	0.00%
98	6.20	REMOVE MANHOLE	EA	3.00			3.00	\$ 750.00	\$	2,250.00	\$	-	\$	-	\$	-	3.00	0.00%
99	6.21	REMOVE INTAKE	EA	8.00			8.00	\$ 725.00	\$	5,800.00	\$	-	\$	-	\$	-	8.00	0.00%
100	7.1	PAVEMENT, PCC, CLASS C, CLASS 4, 7 IN.	SY	954.00			954.00	\$ 60.00	\$	57,240.00	\$	-	\$	-	\$	-	954.00	0.00%
101	7.2	PAVEMENT, PCC, CLASS C, CLASS 4, 9 IN.	SY	26,596.00			26,596.00	\$ 70.50	\$	1,875,018.00	\$	-	\$	-	\$	-	26,596.00	0.00%
102	7.3	PAVEMENT, PCC, CLASS C, CLASS 4, 9 IN. COLORED	SY	500.00			500.00	\$ 137.00	\$	68,500.00	\$	-	\$	-	\$	-	500.00	0.00%
103	7.4	PAVEMENT, REINFORCED PCC, CLASS C, CLASS 4, 9 IN.	SY	700.00			700.00	\$ 101.00	\$	70,700.00	\$	-	\$	-	\$	-	700.00	0.00%
104	7.5	CONCRETE MEDIAN, DOWELED	SY	70.00			70.00	\$ 160.00	\$	11,200.00	\$	-	\$	-	\$	-	70.00	0.00%
105	7.6	PAVEMENT SAMPLES AND TESTING	LS	1.00			1.00	\$ 7,500.00	\$	7,500.00	\$	-	\$	-	\$	-	1.00	0.00%
106	7.7	REMOVAL OF SIDEWALK, SHARED USE PATH, OR DRIVEWAY	SY	3,075.00			3,075.00	\$ 6.00	\$	18,450.00	\$	188.00	\$ 1,128.00	\$	1,128.00	-	2,887.00	6.11%
107	7.8	REMOVAL OF DRIVEWAY	SY	2,679.00			2,679.00	\$ 6.50	\$	17,413.50	\$	-	\$	-	\$	-	2,679.00	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

164	9.18	INLET PROTECTION DEVICE, ROCK, MAINTENANCE	EA	41.00				41.00	\$	150.00	\$	6,150.00	-	\$	-	\$	-	41.00	0.00%
165	9.19	CHAIN LINK FENCE	LF	109.00				109.00	\$	28.35	\$	3,090.15	-	\$	-	\$	-	109.00	0.00%
166	9.20	REMOVE AND REINSTALL FENCE, WOOD	LF	30.00				30.00	\$	42.00	\$	1,260.00	-	\$	-	\$	-	30.00	0.00%
167	9.21	REMOVAL OF FENCE, CHAIN LINK	LF	109.00				109.00	\$	6.00	\$	654.00	-	\$	-	\$	-	109.00	0.00%
168	9.22	REMOVAL OF FENCE, FIELD FENCE	LF	637.00				637.00	\$	3.00	\$	1,911.00	-	\$	-	\$	-	637.00	0.00%
169	9.23	TEMPORARY FENCE, CONSTRUCTION	LF	500.00				500.00	\$	4.75	\$	2,375.00	-	\$	-	\$	-	500.00	0.00%
170	9.24	TEMPORARY FENCE, CHAIN LINK	LF	84.00				84.00	\$	8.50	\$	714.00	-	\$	-	\$	-	84.00	0.00%
171	9.25	MEMORIAL BENCH, REMOVAL AND SALVAGE TO CITY	EA	1.00				1.00	\$	2,500.00	\$	2,500.00	-	\$	-	\$	-	1.00	0.00%
172	11.1	MOBILIZATION	LS	1.00				1.00	\$	400,000.00	\$	400,000.00	0.05	\$	20,000.00	\$	20,000.00	0.95	5.00%
173	11.2	MAINTENANCE OF POSTAL SERVICE	LS	1.00				1.00	\$	14,000.00	\$	14,000.00	-	\$	-	\$	-	1.00	0.00%
174	11.3	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00				1.00	\$	14,000.00	\$	14,000.00	-	\$	-	\$	-	1.00	0.00%
175	11.4	CONCRETE WASHOUT	LS	1.00				1.00	\$	20,000.00	\$	20,000.00	0.08	\$	1,600.00	\$	1,600.00	0.92	8.00%
176	12.1	COMPACTING BACKFILL ADJACENT TO BRIDGES, CULVERTS OR STRUCTURES	CY	38.00				38.00	\$	150.00	\$	5,700.00	-	\$	-	\$	-	38.00	0.00%
177	12.2	REMOVALS, AS PER PLAN	LS	1.00				1.00	\$	10,500.00	\$	10,500.00	-	\$	-	\$	-	1.00	0.00%
178	12.3	FLOODED BACKFILL	CY	685.00				685.00	\$	62.00	\$	42,470.00	-	\$	-	\$	-	685.00	0.00%
179	12.4	EXCAVATION, CLASS 20	CY	4,192.00				4,192.00	\$	16.50	\$	69,168.00	2,044.00	\$	33,726.00	\$	33,726.00	2,148.00	48.76%
180	12.5	GRANULAR MATERIAL FOR BLANKET	CY	349.00				349.00	\$	88.00	\$	30,712.00	227.00	\$	19,976.00	\$	19,976.00	122.00	65.04%
181	12.6	STRUCTURAL CONCRETE (RCB CULVERT)	CY	443.50				443.50	\$	640.00	\$	283,840.00	438.90	\$	280,896.00	\$	280,896.00	4.60	98.96%
182	12.7	REINFORCING STEEL	LBS	60,825.00				60,825.00	\$	1.50	\$	91,237.50	60,000.00	\$	90,000.00	\$	90,000.00	825.00	98.64%
183	12.8	PRECAST CONCRETE BOX CULVERT, 8 FT X 4 FT	LF	148.00				148.00	\$	625.00	\$	92,500.00	-	\$	-	\$	-	148.00	0.00%
184	12.9	PRECAST BOX CULVERT STRAIGHT END SECTION, 8 FTX 4 FT	EA	2.00				2.00	\$	15,000.00	\$	30,000.00	-	\$	-	\$	-	2.00	0.00%
185	12.1	TEMPORARY SHORING	LS	1.00				1.00	\$	116,000.00	\$	116,000.00	-	\$	-	\$	-	1.00	0.00%
186	12.11	EROSION STONE	TON	12.00				12.00	\$	88.00	\$	1,056.00	-	\$	-	\$	-	12.00	0.00%
187	12.12	FENCE, CHAIN LINK, VINYL COATED	LF	166.20				166.20	\$	175.00	\$	29,085.00	-	\$	-	\$	-	166.20	0.00%
188	12.13	REMOVE AND REINSTALL EXISTING PRECAST BOX CULVERT	LS	1.00				1.00	\$	40,000.00	\$	40,000.00	0.02	\$	800.00	\$	800.00	0.98	2.00%
		Change Order Item																	
1								-	\$		\$	-		\$	-	\$	-	-	0.00%
2								-	\$		\$	-		\$	-	\$	-	-	0.00%
3								-	\$		\$	-		\$	-	\$	-	-	0.00%
4								-	\$		\$	-		\$	-	\$	-	-	0.00%
5								-	\$		\$	-		\$	-	\$	-	-	0.00%
6								-	\$		\$	-		\$	-	\$	-	-	0.00%
7								-	\$		\$	-		\$	-	\$	-	-	0.00%
8								-	\$		\$	-		\$	-	\$	-	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 9,047,309.99

\$ 855,224.10

9.45%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 14, 2023	\$ 29,996.25
2		
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 29,996.25

Record of Change Orders

No.	Date	Amount
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TOTAL \$ -

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	August 22, 2023
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

REQUEST FOR PAYMENT

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

Project: S-14121-23
GrimesPlex Buildings

Invoice: 141212304
Draw: 141212304
Invoice date: 11/30/2023
Period ending date: 11/30/2023
Contract date:

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

Architect:
Architect
ArchAddr1
ArchAddr2

Contract For:

Request for payment:

Original contract amount	\$4,538,000.00	
Approved changes	\$162,138.83	
Revised contract amount		\$4,700,138.83
Contract completed to date		\$2,362,125.47
Add-ons to date	\$0.00	
Taxes to date	\$0.00	
Less retainage	\$118,106.29	
Total completed less retainage		\$2,244,019.18
Less previous requests	\$1,469,821.54	
Current request for payment		\$774,197.64
Current billing		\$814,944.89
Current additional charges	\$0.00	
Current tax	\$0.00	
Less current retainage	\$40,747.25	
Current amount due		\$774,197.64
Remaining contract to bill	\$2,456,119.65	

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

CONTRACTOR:

By: [Signature] Date: 11/30/23

State Of Iowa
County Of Polk

Subscribed and sworn to before me this 30th day of November 2023

Notary Public:

My commission expires:



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 indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 774,197.64

(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: [Signature] Date: 11.05.2023

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	163,858.83	-16,349.00
Total approved this Month		
TOTALS	163,858.83	-16,349.00
NET CHANGES by Change Order	147,509.83	

Finance Budget Code = 367-470-6499

Vendor # = 1334

MSA - 12-20-23

Pay Request No. 5

REQUEST FOR PAYMENT DETAIL

Project: S-14121-23 / GrimesPlex Buildings

Invoice: 141212304

Draw: 141212304

Period Ending Date: 11/30/2023 Detail Page 2 of 4 Pages

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	74,877.00	38,573.00		113,450.00	50.00	113,450.00	5,672.51
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			33,500.00	100.00		1,675.00
6	Slab on Grade Maintenance	28,500.00	28,500.00			28,500.00	100.00		1,425.00
7	PCC Shared Use Path	106,200.00						106,200.00	
8	Masonry Concession Labor	290,000.00	145,000.00	43,500.00		188,500.00	65.00	101,500.00	9,425.00
9	Masonry Concession Material	219,200.00	197,280.00	21,920.00		219,200.00	100.00		10,960.00
10	Masonry Maintenance Labor	86,000.00		43,000.00		43,000.00	50.00	43,000.00	2,150.00
11	Masonry Maintenance Material	79,500.00	71,550.00	7,950.00		79,500.00	100.00		3,975.00
12	Masonry Trash Encl/Monument	18,220.00		9,110.00		9,110.00	50.00	9,110.00	455.50
13	Masonry Trash Encl/Monument	29,000.00	23,200.00	5,800.00		29,000.00	100.00		1,450.00
14	Masonry Cast Stone	32,000.00		16,000.00		16,000.00	50.00	16,000.00	800.00
15	Masonry Reinforcing Materials	12,125.00	12,125.00			12,125.00	100.00		606.25
16	Structural Steel Materials	76,000.00	76,000.00			76,000.00	100.00		3,800.00
17	Structural Steel Labor	8,000.00		8,000.00		8,000.00	100.00		400.00
18	Wood Framing Materials	94,996.00	94,996.00			94,996.00	100.00		4,749.80
19	Wood Framing Labor	26,300.00	15,780.00	10,520.00		26,300.00	100.00		1,315.00
20	Trex Composite Material/Labor	7,100.00						7,100.00	
21	Glue Laminated Beam Material	106,413.00	53,206.50	53,206.50		106,413.00	100.00		5,320.66
22	Glue Laminated Beam Labor	14,100.00		14,100.00		14,100.00	100.00		705.00
23	CLT Decking Materials	138,000.00		138,000.00		138,000.00	100.00		6,900.00
24	CLT Decking Labor	18,000.00		18,000.00		18,000.00	100.00		900.00
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		9,035.00		9,035.00	20.00	36,140.00	451.75
28	Air Barrier/Joint Sealant Matl	26,255.00		5,251.00		5,251.00	20.00	21,004.00	262.55
29	Standing Seam Roof Materials	43,602.00		43,602.00		43,602.00	100.00		2,180.10
30	Standing Seam Roof Labor	49,731.00						49,731.00	

REQUEST FOR PAYMENT DETAIL

Project: S-14121-23 / GrimesPlex Buildings

Invoice: 141212304

Draw: 141212304

Period Ending Date : 11/30/2023 Detail Page 3 of 4 Pages

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		50,920.00		50,920.00	80.00	12,730.00	2,546.00
36	Membrane Roofing Labor	26,806.00		10,722.40		10,722.40	40.00	16,083.60	536.12
37	Hollow Metal Doors/Frame Mat	31,665.00	15,832.50			15,832.50	50.00	15,832.50	791.62
38	Hollow Metal Doors/Frame Lab	6,580.00	1,316.00	1,974.00		3,290.00	50.00	3,290.00	164.50
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: 141212304

Draw: 141212304

Period Ending Date: 11/30/2023 Detail Page 4 of 4 Pages

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		16,000.00		16,000.00	50.00	16,000.00	800.00
67	Plumbing Systems/Valves/Equi	226,000.00	90,400.00	56,500.00		146,900.00	65.00	79,100.00	7,345.00
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	32,396.40	32,396.40		64,792.80	40.00	97,189.20	3,239.64
71	HVAC Labor	61,328.00		15,332.00		15,332.00	25.00	45,996.00	766.60
72	Electrical Distribution Labor	81,128.00	32,451.20	16,225.60		48,676.80	60.00	32,451.20	2,433.84
73	Electrical Distribution Mat'ls	61,105.00	39,718.25	6,110.50		45,828.75	75.00	15,276.25	2,291.44
74	Lighting & Controls Labor	72,474.00		7,247.40		7,247.40	10.00	65,226.60	362.37
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 Lat	93,335.00						93,335.00	
78	Earthwork	35,150.00	7,030.00	7,030.00		14,060.00	40.00	21,090.00	703.00
79	Site Utilities	34,923.00	34,923.00			34,923.00	100.00		1,746.15
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	12,870.00	6,630.00		19,500.00	50.00	19,500.00	975.00
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	59,901.60	30,858.40		90,760.00	50.00	90,760.00	4,538.00
88	Change Order 01	140,169.00	28,033.80	56,067.60		84,101.40	60.00	56,067.60	4,205.07
89	Change Order 02	7,340.83	2,936.33	734.09		3,670.42	50.00	3,670.41	183.52
90	Change Order 03	14,629.00		14,629.00		14,629.00	100.00		731.45

Totals	4,700,138.83	1,547,180.58	814,944.89		2,362,125.47	50.26	2,338,013.36	118,106.29
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APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: December 26, 2023 **PAYMENT REQUEST #** 10
PAYMENT PERIOD: From: October 1, 2023 Through: November 30, 2023

Contract Summary

Original Contract Amount:	\$	23,316,582.11	
Net change by Change Orders:	\$	489,178.47	
Contract Amount to Date: (line 1 ± 2)	\$	23,805,760.58	
Total completed and stored to date:	\$	22,514,226.26	
Retainage: 5 % of Completed Work:	\$	1,125,711.31	
Total Earned less Retainage:	\$	21,388,514.95	
Less previous applications for payment:	\$	20,289,574.87	
SUBTOTAL	\$		1,098,940.08

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,098,940.08

Balance to finish, including retainage: \$ 2,417,245.63

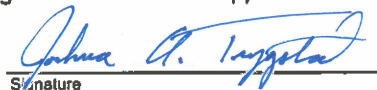
Contract Time Remaining (If applicable) - CALENDAR DAYS

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

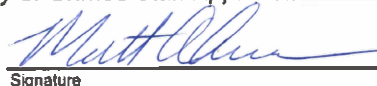
Construction Contractor Approval: Edge Commercial, LLC.

Signature:  Date: 12/18/23

Engineer / Consultant Approval: Civil Design Advantage

Signature:  Date: 12/18/2023

City of Grimes Staff Approval:

Signature:  Date: 12-20-23

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: 12/15/2023

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
	EARTHWORK												
2.01	CLEARING AND GRUBBING	LS	1.00		1.00	\$ 28,000.00	\$ 28,000.00	1.00	\$ 28,000.00	\$ -	\$ 28,000.00	-	100.00%
2.02	TOPSOIL, ONSITE	CY	44,700.00		44,700.00	\$ 12.53	\$ 560,091.00	44,700.00	\$ 560,091.00	\$ -	\$ 560,091.00	-	100.00%
2.03	EXCAVATION, CLASS 10 (ON-SITE)	CY	13,400.00		13,400.00	\$ 8.58	\$ 114,972.00	13,400.00	\$ 114,972.00	\$ -	\$ 114,972.00	-	100.00%
2.04	BELOW GRADE EXCAVATION (CORE OUT)	CY	500.00		500.00	\$ 24.00	\$ 12,000.00	150.00	\$ 3,600.00	\$ -	\$ 3,600.00	350.00	30.00%
2.05	SUBGRADE PREPARATION, 6 IN. DEPTH	SY	27,250.00		27,250.00	\$ 3.05	\$ 83,112.50	27,250.00	\$ 83,112.50	\$ -	\$ 83,112.50	-	100.00%
2.06	SUBGRADE PREPARATION, 12 IN. DEPTH	SY	46,664.00		46,664.00	\$ 2.70	\$ 125,992.80	46,664.00	\$ 125,992.80	\$ -	\$ 125,992.80	-	100.00%
2.07	SUBGRADE TREATMENT, 12 IN. DEPTH	SY	133,900.00		133,900.00	\$ 9.22	\$ 1,234,558.00	133,900.00	\$ 1,234,558.00	\$ -	\$ 1,234,558.00	-	100.00%
2.08	COMPACTION TESTING	LS	1.00		1.00	\$ 22,000.00	\$ 22,000.00	1.00	\$ 22,000.00	\$ -	\$ 22,000.00	-	100.00%
3.01	TRENCH EXCAVATION AND BACKFILL												
	TRENCH COMPACTION TESTING	LS	1.00		1.00	\$ 9,500.00	\$ 9,500.00	1.00	\$ 9,500.00	\$ -	\$ 9,500.00	-	100.00%
	SEWERS AND DRAINS												
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 6 IN. DIA.	LF	1,603.00		1,603.00	\$ 67.37	\$ 107,994.11	1,620.00	\$ 109,139.40	\$ -	\$ 109,139.40	(17.00)	101.06%
4.02	SANITARY SEWER CLEANOUT	EA	5.00		5.00	\$ 1,760.00	\$ 8,800.00	3.00	\$ 5,280.00	\$ -	\$ 5,280.00	2.00	60.00%
4.03	STORM SEWER, TRENCHED, HDPE, 6 IN. DIA.	LF	143.00		143.00	\$ 48.95	\$ 6,999.85		\$ -	\$ -	\$ -	143.00	0.00%
4.04	STORM SEWER, TRENCHED, HDPE, 12 IN. DIA.	LF	244.00		244.00	\$ 54.51	\$ 13,300.44	185.00	\$ 10,084.35	\$ -	\$ 10,084.35	59.00	75.82%
4.05	STORM SEWER, TRENCHED, HDPE, 18 IN. DIA.	LF	61.00		61.00	\$ 80.33	\$ 4,900.13	53.00	\$ 4,257.49	\$ -	\$ 4,257.49	8.00	86.89%
4.06	STORM SEWER, TRENCHED, HDPE, 24 IN. DIA.	LF	287.00		287.00	\$ 82.58	\$ 23,700.46	287.00	\$ 23,700.46	\$ -	\$ 23,700.46	-	100.00%
4.07	STORM SEWER, TRENCHED, PERFORATED HDPE, 12 IN. DIA.	LF	1,401.00		1,401.00	\$ 61.85	\$ 86,651.85	1,346.00	\$ 83,250.10	\$ -	\$ 83,250.10	55.00	96.07%
4.08	STORM SEWER, TRENCHED, PERFORATED HDPE, 15 IN. DIA.	LF	3,888.00		3,888.00	\$ 64.30	\$ 249,998.40	3,888.00	\$ 249,998.40	\$ -	\$ 249,998.40	-	100.00%
4.09	STORM SEWER, TRENCHED, PERFORATED HDPE, 18 IN. DIA.	LF	357.00		357.00	\$ 66.11	\$ 23,601.27	357.00	\$ 23,601.27	\$ -	\$ 23,601.27	-	100.00%
4.10	STORM SEWER, TRENCHED, PERFORATED HDPE, 24 IN. DIA.	LF	891.00		891.00	\$ 89.79	\$ 80,002.89	891.00	\$ 80,002.89	\$ -	\$ 80,002.89	-	100.00%
4.11	STORM SEWER, TRENCHED, 12 IN. DIA.	LF	163.00		163.00	\$ 53.37	\$ 8,699.31	294.00	\$ 15,690.78	\$ -	\$ 15,690.78	(131.00)	180.37%
4.12	STORM SEWER, TRENCHED, 15 IN. DIA.	LF	1,070.00		1,070.00	\$ 62.99	\$ 67,399.30	1,082.00	\$ 68,155.18	\$ -	\$ 68,155.18	(12.00)	101.12%
4.13	STORM SEWER, TRENCHED, 18 IN. DIA.	LF	601.00		601.00	\$ 62.90	\$ 37,802.90	601.00	\$ 37,802.90	\$ -	\$ 37,802.90	-	100.00%
4.14	STORM SEWER, TRENCHED, 24 IN. DIA.	LF	769.00		769.00	\$ 85.83	\$ 66,003.27	796.00	\$ 68,320.68	\$ -	\$ 68,320.68	(27.00)	103.51%
4.15	STORM SEWER, TRENCHED, SLOTTED DRAIN, 12 IN. DIA.	LF	220.00		220.00	\$ 790.91	\$ 174,000.20		\$ -	\$ -	\$ -	220.00	0.00%
4.16	PIPE APRON, CMP, 24 IN. DIA.	EA	1.00		1.00	\$ 2,300.00	\$ 2,300.00	1.00	\$ 2,300.00	\$ -	\$ 2,300.00	-	100.00%
4.17	PIPE APRON GUARD	EA	1.00		1.00	\$ 1,180.00	\$ 1,180.00		\$ -	\$ -	\$ -	1.00	0.00%
4.18	SUBDRAIN CLEANOUT, TYPE A-1, 6 IN. DIA.	EA	2.00		2.00	\$ 1,900.00	\$ 3,800.00	1.00	\$ 1,900.00	\$ -	\$ 1,900.00	1.00	50.00%
	WATER MAIN AND APPURTENANCES												
5.01	WATER MAIN, TRENCHED, PVC, 6 IN. DIA.	LF	895.00		895.00	\$ 49.16	\$ 43,998.20	1,025.00	\$ 50,389.00	\$ -	\$ 50,389.00	(130.00)	114.53%
5.02	WATER SERVICE PIPE, TRENCHED, COPPER, 2 IN. DIA.	LF	925.00	(120.00)	805.00	\$ 50.43	\$ 40,596.15	830.00	\$ 41,856.90	\$ -	\$ 41,856.90	(25.00)	103.11%
5.03	WATER SERVICE CURB STOP AND BOX, 2 IN. DIA.	EA	5.00	(1.00)	4.00	\$ 1,950.00	\$ 7,800.00	4.00	\$ 7,800.00	\$ -	\$ 7,800.00	-	100.00%
5.04	FIRE HYDRANT ASSEMBLY	EA	2.00		2.00	\$ 8,700.00	\$ 17,400.00	2.00	\$ 17,400.00	\$ -	\$ 17,400.00	-	100.00%
5.05	FIRE HYDRANT REMOVAL	EA	2.00		2.00	\$ 1,575.00	\$ 3,150.00	2.00	\$ 3,150.00	\$ -	\$ 3,150.00	-	100.00%
	STRUCTURES FOR SANITARY AND STORM SEWER												
6.01	MANHOLE, TYPE SW-301, 48 IN. DIA. (SANITARY SEWER)	EA	7.00		7.00	\$ 6,714.00	\$ 46,998.00	6.00	\$ 40,284.00	\$ -	\$ 40,284.00	1.00	85.71%
6.02	MANHOLE, TYPE SW-401, 48 IN. DIA. (STORM SEWER)	EA	18.00		18.00	\$ 3,638.89	\$ 65,500.02	18.00	\$ 65,500.02	\$ -	\$ 65,500.02	-	100.00%
6.03	MANHOLE, TYPE SW-401, 60 IN. DIA. (STORM SEWER)	EA	1.00		1.00	\$ 5,900.00	\$ 5,900.00	1.00	\$ 5,900.00	\$ -	\$ 5,900.00	-	100.00%
6.04	MANHOLE, TYPE SW-402, 5 FT. X 5 FT. (STORM SEWER)	EA	1.00		1.00	\$ 6,400.00	\$ 6,400.00	1.00	\$ 6,400.00	\$ -	\$ 6,400.00	-	100.00%
6.05	MANHOLE, TYPE SW-403 MODIFIED, 7 FT. X 4 FT. (STORM SEWER)	EA	1.00		1.00	\$ 11,200.00	\$ 11,200.00	1.00	\$ 11,200.00	\$ -	\$ 11,200.00	-	100.00%
6.06	INTAKE, TYPE SW-501, SINGLE GRATE INTAKE	EA	8.00		8.00	\$ 3,318.75	\$ 26,550.00	8.00	\$ 26,550.00	\$ -	\$ 26,550.00	-	100.00%
6.07	INTAKE, TYPE SW-502, CIRCULAR SINGLE GRATE INTAKE, 48 IN. DIA.	EA	2.00		2.00	\$ 4,000.00	\$ 8,000.00	2.00	\$ 8,000.00	\$ -	\$ 8,000.00	-	100.00%
6.08	INTAKE, TYPE SW-502, CIRCULAR SINGLE GRATE INTAKE, 60 IN. DIA.	EA	2.00		2.00	\$ 5,775.00	\$ 11,550.00	2.00	\$ 11,550.00	\$ -	\$ 11,550.00	-	100.00%
6.09	INTAKE, TYPE SW-503, SINGLE GRATE INTAKE WITH MANHOLE	EA	2.00		2.00	\$ 5,600.00	\$ 11,200.00	2.00	\$ 11,200.00	\$ -	\$ 11,200.00	-	100.00%
6.10	INTAKE, TYPE SW-504, SINGLE GRATE INTAKE WITH FLUSH-TOP MH	EA	1.00		1.00	\$ 6,500.00	\$ 6,500.00	1.00	\$ 6,500.00	\$ -	\$ 6,500.00	-	100.00%
6.11	INTAKE, TYPE SW-511, RECTANGULAR AREA INTAKE	EA	7.00		7.00	\$ 4,285.71	\$ 29,999.97	7.00	\$ 29,999.97	\$ -	\$ 29,999.97	-	100.00%
6.12	INTAKE, TYPE SW-512, CIRCULAR AREA INTAKE, 24 IN. DIA.	EA	3.00		3.00	\$ 2,933.33	\$ 8,799.99	2.00	\$ 5,866.66	\$ -	\$ 5,866.66	1.00	66.67%
6.13	INTAKE, HDPE INLINE DRAIN, 24 IN. DIA.	EA	4.00		4.00	\$ 3,825.00	\$ 15,300.00	4.00	\$ 15,300.00	\$ -	\$ 15,300.00	-	100.00%
6.14	INTAKE, HDPE INTAKE BASIN, 24 IN. DIA.	EA	6.00		6.00	\$ 3,933.33	\$ 23,599.98	6.00	\$ 23,599.98	\$ -	\$ 23,599.98	-	100.00%
6.15	EXTERNAL DROP CONNECTION	EA	2.00		2.00	\$ 17,700.00	\$ 35,400.00	1.40	\$ 24,780.00	\$ -	\$ 24,780.00	0.60	70.00%
6.16	MANHOLE ADJUSTMENT, MINOR	EA	9.00		9.00	\$ 2,744.44	\$ 24,699.96	9.00	\$ 24,699.96	\$ -	\$ 24,699.96	-	100.00%
6.17	INTAKE ADJUSTMENT, MINOR	EA	1.00		1.00	\$ 2,300.00	\$ 2,300.00	1.00	\$ 2,300.00	\$ -	\$ 2,300.00	-	100.00%
6.18	MANHOLE ADJUSTMENT, MAJOR	EA	1.00		1.00	\$ 8,250.00	\$ 8,250.00	2.00	\$ 16,500.00	\$ -	\$ 16,500.00	(1.00)	200.00%
6.19	INTAKE ADJUSTMENT, MAJOR	EA	1.00		1.00	\$ 13,440.00	\$ 13,440.00	1.00	\$ 13,440.00	\$ -	\$ 13,440.00	-	100.00%
6.20	CONNECTION TO EXISTING MANHOLE	EA	7.00		7.00	\$ 6,571.43	\$ 46,000.01	6.00	\$ 39,428.58	\$ -	\$ 39,428.58	1.00	85.71%
6.21	CONNECTION TO EXISTING INTAKE	EA	2.00		2.00	\$ 5,200.00	\$ 10,400.00	5.00	\$ 26,000.00	\$ -	\$ 26,000.00	(3.00)	250.00%
	STREETS AND RELATED WORK												
7.01	PAVEMENT, PCC, 8 IN.	SY	287.00		287.00	\$ 62.72	\$ 18,000.64	287.00	\$ 18,000.64	\$ -	\$ 18,000.64	-	100.00%
7.02	PAVEMENT, PCC, 7 IN.	SY	414.00		414.00	\$ 60.39	\$ 25,001.46	414.00	\$ 25,001.46	\$ -	\$ 25,001.46	-	100.00%
7.03	PAVEMENT, PCC, 6 IN.	SY	43,610.00		43,610.00	\$ 47.24	\$ 2,060,136.40	43,610.00	\$ 2,060,136.40	\$ -	\$ 2,060,136.40	-	100.00%
7.04	CONCRETE MEDIAN	SY	45.00		45.00	\$ 197.78	\$ 8,900.10	45.00	\$ 8,900.10	\$ -	\$ 8,900.10	-	100.00%
7.05	PCC PAVEMENT SAMPLES AND TESTING	LS	1.00		1.00	\$ 30,000.00	\$ 30,000.00	1.00	\$ 30,000.00	\$ -	\$ 30,000.00	-	100.00%
7.06	REMOVAL OF CURB	LF	240.00		240.00	\$ 22.92	\$ 5,500.80	240.00	\$ 5,500.80	\$ -	\$ 5,500.80	-	100.00%
7.07	SHARED USE PATH, PCC, 5 IN. WITH WELDED WIRE REINFORCEMENT (PLAZA)	SY	26,500.00	(1,692.00)	24,808.00	\$ 63.85	\$ 1,583,990.80	24,808.00	\$ 1,583,990.80	\$ -	\$ 1,583,990.80	-	100.00%
7.08	SHARED USE PATH, PCC, 6 IN. (TRAIL)	SY	265.00		265.00	\$ 64.15	\$ 16,999.75	265.00	\$ 16,999.75	\$ -	\$ 16,999.75	-	100.00%
7.09	SIDEWALK, PCC, 4 IN.	SY	500.00		500.00	\$ 50.00	\$ 25,000.00	500.00	\$ 25,000.00	\$ -	\$ 25,000.00	-	100.00%
7.10	SIDEWALK, PCC, 5 IN. (CLASS A)	SY	2,100.00		2,100.00	\$ 61.90	\$ 129,990.00	1,600.00	\$ 99,040.00	\$ -	\$ 99,040.00	500.00	76.19%
7.11	SIDEWALK, PCC, 6 IN. (RAMPS)	SY	270.00		270.00	\$ 51.85	\$ 13,999.50	270.00	\$ 13,999.50	\$ -	\$ 13,999.50	-	100.00%
7.12	DETECTABLE WARNING	SF	325.00		325.00	\$ 55.38	\$ 17,998.50	325.00	\$ 17,998.50	\$ -	\$ 17,998.50	-	100.00%
7.13	PAVEMENT REMOVAL	SY	40.00		40.00	\$ 75.00	\$ 3,000.00	40.00	\$ 3,000.00	\$ -	\$ 3,000.00	-	100.00%
	TRAFFIC CONTROL AND SIGNALIZATION												
8.01	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	268.50		268.50	\$ 113.15	\$ 30,380.78	155.00	\$ 17,538.25	\$ -	\$ 17,538.25	113.50	57.73%
8.02	PAINTED SYMBOLS AND LEGENDS	EA	31.00		31.00	\$ 210.00	\$ 6,510.00	12.00	\$ 2,520.00	\$ -	\$ 2,520.00	19.00	38.71%
8.03	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$ 4,340.00	\$ 4,340.00	1.00	\$ 4,340.00	\$ -	\$ 4,340.00	-	100.00%
8.04	TEMPORARY PEDESTRIAN TRAFFIC CONTROL	LS	1.00		1.00	\$ 2,712.00	\$ 2,712.00	1.00	\$ 2,712.00	\$ -	\$ 2,712.00	-	100.00%
8.05	TRAFFIC SIGNAGE	EA	40.00		40.00	\$ 352.63	\$ 14,105.20		\$ -	\$ -	\$ -	40.00	0.00%
8.06	BOLLARDS	EA	145.00	(53.95)	91.05	\$ 182.75	\$ 16,638.75	25.00	\$ 4,568.75	\$ -	\$ 4,568.75	66.05	27.46%
	SITE WORK AND LANDSCAPING												
9.01	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, TYPE 1	AC	1.30		1.30	\$ 5,000.00	\$ 6,500.00	1.30	\$ 6,500.00	\$ -	\$ 6,500.00	-	100.00%
9.02	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, TYPE 3	AC	4.70		4.70	\$ 1,193.62	\$ 5,610.01	4.70	\$ 5,610.01	\$ -	\$ 5,610.01	-	100.00%
9.03	CONVENTIONAL SEEDING, SEEDING, FERTILIZING TYPE 4 (TEMP SEED)	AC	52.70		52.70	\$ 651.01	\$ 34,308.						

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
9.22	CHAIN LINK FENCE, BLACK VINYL, 6 FT. TALL	LF	12,920.00		12,920.00	\$ 29.49	\$ 381,010.80	12,101.00	\$ 356,858.49	\$ -	\$ 356,858.49	819.00	93.66%
9.23	CHAIN LINK FENCE, BLACK VINYL, 8 FT. TALL	LF	1,200.00		1,200.00	\$ 61.50	\$ 73,800.00	1,200.00	\$ 73,800.00	\$ -	\$ 73,800.00	-	100.00%
9.24	CHAIN LINK FENCE, BLACK VINYL, 10 FT. TALL	LF	1,455.00		1,455.00	\$ 102.41	\$ 149,006.55	1,455.00	\$ 149,006.55	\$ -	\$ 149,006.55	-	100.00%
9.25	GATES, SWINGING, 6 FT. TALL X 12 FT. WIDE	EA	12.00		12.00	\$ 1,741.67	\$ 20,900.04	10.00	\$ 17,416.70	\$ -	\$ 17,416.70	2.00	83.33%
9.26	GATES, SWINGING, 8 FT. TALL X 10 FT. WIDE	EA	2.00		2.00	\$ 1,850.00	\$ 3,700.00	2.00	\$ 3,700.00	\$ -	\$ 3,700.00	-	100.00%
9.27	GATES, SWINGING, 8 FT. TALL X 4 FT. WIDE	EA	36.00		36.00	\$ 1,222.22	\$ 43,999.92	32.00	\$ 39,111.04	\$ -	\$ 39,111.04	4.00	88.89%
9.28	TIE-BACK TENSION NETTING, 30 FT. TALL	EA	12.00		12.00	\$ 74,955.42	\$ 899,465.04	11.40	\$ 854,491.79	\$ -	\$ 854,491.79	0.60	95.00%
9.29	TIE-BACK TENSION NETTING, 40 FT. TALL	EA	6.00		6.00	\$ 95,208.75	\$ 571,252.50	5.70	\$ 542,689.88	\$ -	\$ 542,689.88	0.30	95.00%
9.30	BALL CONTROL NETTING, BRAIDED AND KNOTLESS, 14 FT. TALL	LF	3,155.00		3,155.00	\$ 236.95	\$ 747,577.25	2,850.00	\$ 675,307.50	\$ -	\$ 675,307.50	305.00	90.33%
9.31	CONSTRUCTED DUGOUT ROOF, 8 FT. X 30 FT.	EA	24.00		24.00	\$ 7,440.00	\$ 178,560.00	24.00	\$ 178,560.00	\$ -	\$ 178,560.00	-	100.00%
9.32	CONSTRUCTED DUGOUT ROOF, 8 FT. X 40 FT.	EA	12.00		12.00	\$ 9,920.00	\$ 119,040.00	12.00	\$ 119,040.00	\$ -	\$ 119,040.00	-	100.00%
9.33	RETAINING WALL	SF	1,525.00		1,525.00	\$ 69.51	\$ 106,002.75	1,525.00	\$ 106,002.75	\$ -	\$ 106,002.75	-	100.00%
9.34	SYNTHETIC TURF	SF	1,184,016.00		1,184,016.00	\$ 6.14	\$ 7,269,858.24	1,124,815.00	\$ 6,906,364.10	\$ -	\$ 6,906,364.10	59,201.00	95.00%
MISCELLANEOUS													
11.01	MOBILIZATION	LS	1.00		1.00	\$15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	\$ -	\$ 15,000.00	-	100.00%
11.02	CONCRETE WASHOUT	EA	2.00		2.00	\$8,000.00	\$ 16,000.00	2.00	\$ 16,000.00	\$ -	\$ 16,000.00	-	100.00%
11.03	BASE BID ELECTRICAL	LS	1.00		1.00	\$575,000.00	\$ 575,000.00	1.00	\$ 575,000.00	\$ -	\$ 575,000.00	-	100.00%
11.04	BID ALTERNATE 1 ELECTRICAL	LS	1.00		1.00	\$870,000.00	\$ 870,000.00	0.95	\$ 826,500.00	\$ -	\$ 826,500.00	0.05	95.00%
11.06	BID ALTERNATE 4 ELECTRICAL	LS	1.00		1.00	\$2,997,800.00	\$ 2,997,800.00	1.00	\$ 2,997,800.00	\$ -	\$ 2,997,800.00	-	100.00%
CHANGE ORDER ITEMS													
12.01	TRACER WIRE AND TERMINAL	LS		1.00	1.00	\$ 1,195.00	\$ 1,195.00	1.00	\$ 1,195.00	\$ -	\$ 1,195.00	-	100.00%
12.02	REV #5A ELECTRICAL REVISIONS	LS		1.00	1.00	\$95,854.00	\$ 95,854.00	1.00	\$ 95,854.00	\$ -	\$ 95,854.00	-	100.00%
12.03	CR 05 - UTILITY REVISIONS PER PR #5	LS		1.00	1.00	\$33,393.00	\$ 33,393.00	1.00	\$ 33,393.00	\$ -	\$ 33,393.00	-	100.00%
12.04	CR 06A - 1,000 GALLON GREASE INTERCEPTORS - 2 LOCATIONS	LS		1.00	1.00	\$67,391.00	\$ 67,391.00	1.00	\$ 67,391.00	\$ -	\$ 67,391.00	-	100.00%
12.05	CR 9 - PLASTIC STORM INTAKE RINGS	LS		1.00	1.00	\$ 2,939.00	\$ 2,939.00	1.00	\$ 2,939.00	\$ -	\$ 2,939.00	-	100.00%
12.06	CR 10 - FLAG POLES - 2 LOCATIONS	LS		1.00	1.00	\$15,235.00	\$ 15,235.00	0.50	\$ 7,617.50	\$ -	\$ 7,617.50	0.50	50.00%
12.07	CR 11 - FLAG POLE LIGHTS - 2 LOCATIONS	LS		1.00	1.00	\$13,884.61	\$ 13,884.61		\$ -	\$ -	\$ -	1.00	0.00%
12.08	CR 12 - DUGOUT ROOF HURRICANE TIES	LS		1.00	1.00	\$10,229.00	\$ 10,229.00	1.00	\$ 10,229.00	\$ -	\$ 10,229.00	-	100.00%
12.09	PR 08 FENCE AND TURF REVISIONS	LS		1.00	1.00	\$62,204.66	\$ 62,204.66	0.60	\$ 37,322.80	\$ -	\$ 37,322.80	0.40	60.00%
12.10	PR 10 Brown Turf Revisions	LS		1.00	1.00	\$312,949.00	\$ 312,949.00		\$ -	\$ -	\$ -	1.00	0.00%
					-	\$ -	\$ -		\$ -	\$ -	\$ -	-	0.00%
					-	\$ -	\$ -		\$ -	\$ -	\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$23,805,760.58

\$22,514,226.26

\$22,514,226.26

94.57%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

STORED MATERIALS COST

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	PROPOSED STORED VALUE	QUANTITY CHANGE - 1	QUANTITY CHANGE - 2	TOTAL VALUE	UNIT PRICE	EQUIVALENT UNIT AMOUNT	REMAINING EQUIVALENT AMOUNT	VALUE OF STORED MATERIALS REMAINING	PERCENT COMPLETE
	EARTHWORK										
2.01	CLEARING AND GRUBBING	LS				\$ -	\$28,000.00	0.00	-	\$ -	0.00%
2.02	TOPSOIL, ONSITE	CY				\$ -	\$ 12.53	0.00	-	\$ -	0.00%
2.03	EXCAVATION, CLASS 10 (ON-SITE)	CY				\$ -	\$ 8.58	0.00	-	\$ -	0.00%
2.04	BELOW GRADE EXCAVATION (CORE OUT)	CY				\$ -	\$ 24.00	0.00	-	\$ -	0.00%
2.05	SUBGRADE PREPARATION, 6 IN. DEPTH	SY				\$ -	\$ 3.05	0.00	-	\$ -	0.00%
2.06	SUBGRADE PREPARATION, 12 IN. DEPTH	SY				\$ -	\$ 2.70	0.00	-	\$ -	0.00%
2.07	SUBGRADE TREATMENT, 12 IN. DEPTH	SY				\$ -	\$ 9.22	0.00	-	\$ -	0.00%
2.08	COMPACTION TESTING	LS				\$ -	\$22,000.00	0.00	-	\$ -	0.00%
	TRENCH EXCAVATION AND BACKFILL										
3.01	TRENCH COMPACTION TESTING	LS				\$ -	\$ 9,500.00	0.00	-	\$ -	0.00%
	SEWERS AND DRAINS										
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 6 IN. DIA.	LF				\$ -	\$ 67.37	0.00	-	\$ -	0.00%
4.02	SANITARY SEWER CLEANOUT	EA				\$ -	\$ 1,760.00	0.00	-	\$ -	0.00%
4.03	STORM SEWER, TRENCHED, HDPE, 6 IN. DIA.	LF				\$ -	\$ 48.95	0.00	-	\$ -	0.00%
4.04	STORM SEWER, TRENCHED, HDPE, 12 IN. DIA.	LF				\$ -	\$ 54.51	0.00	-	\$ -	0.00%
4.05	STORM SEWER, TRENCHED, HDPE, 18 IN. DIA.	LF				\$ -	\$ 80.33	0.00	-	\$ -	0.00%
4.06	STORM SEWER, TRENCHED, HDPE, 24 IN. DIA.	LF				\$ -	\$ 82.58	0.00	-	\$ -	0.00%
4.07	STORM SEWER, TRENCHED, PERFORATED HDPE, 12 IN. DIA.	LF				\$ -	\$ 61.85	0.00	-	\$ -	0.00%
4.08	STORM SEWER, TRENCHED, PERFORATED HDPE, 15 IN. DIA.	LF				\$ -	\$ 64.30	0.00	-	\$ -	0.00%
4.09	STORM SEWER, TRENCHED, PERFORATED HDPE, 18 IN. DIA.	LF				\$ -	\$ 66.11	0.00	-	\$ -	0.00%
4.10	STORM SEWER, TRENCHED, PERFORATED HDPE, 24 IN. DIA.	LF				\$ -	\$ 89.79	0.00	-	\$ -	0.00%
4.11	STORM SEWER, TRENCHED, 12 IN. DIA.	LF				\$ -	\$ 53.37	0.00	-	\$ -	0.00%
4.12	STORM SEWER, TRENCHED, 15 IN. DIA.	LF				\$ -	\$ 62.99	0.00	-	\$ -	0.00%
4.13	STORM SEWER, TRENCHED, 18 IN. DIA.	LF				\$ -	\$ 62.90	0.00	-	\$ -	0.00%
4.14	STORM SEWER, TRENCHED, 24 IN. DIA.	LF				\$ -	\$ 85.83	0.00	-	\$ -	0.00%
4.15	STORM SEWER, TRENCHED, SLOTTED DRAIN, 12 IN. DIA.	LF				\$ -	\$ 790.91	0.00	-	\$ -	0.00%
4.16	PIPE APRON, CMP, 24 IN. DIA.	EA				\$ -	\$ 2,300.00	0.00	-	\$ -	0.00%
4.17	PIPE APRON GUARD	EA				\$ -	\$ 1,180.00	0.00	-	\$ -	0.00%
4.18	SUBDRAIN CLEANOUT, TYPE A-1, 6 IN. DIA.	EA				\$ -	\$ 1,900.00	0.00	-	\$ -	0.00%
	WATER MAIN AND APPURTENANCES										
5.01	WATER MAIN, TRENCHED, PVC, 6 IN. DIA.	LF				\$ -	\$ 49.16	0.00	-	\$ -	0.00%
5.02	WATER SERVICE PIPE, TRENCHED, COPPER, 2 IN. DIA.	LF				\$ -	\$ 50.43	0.00	-	\$ -	0.00%
5.03	WATER SERVICE CURB STOP AND BOX, 2 IN. DIA.	EA				\$ -	\$ 1,950.00	0.00	-	\$ -	0.00%
5.04	FIRE HYDRANT ASSEMBLY	EA				\$ -	\$ 8,700.00	0.00	-	\$ -	0.00%
5.05	FIRE HYDRANT REMOVAL	EA				\$ -	\$ 1,575.00	0.00	-	\$ -	0.00%
	STRUCTURES FOR SANITARY AND STORM SEWER										
6.01	MANHOLE, TYPE SW-301, 48 IN. DIA. (SANITARY SEWER)	EA				\$ -	\$ 6,714.00	0.00	-	\$ -	0.00%
6.02	MANHOLE, TYPE SW-401, 48 IN. DIA. (STORM SEWER)	EA				\$ -	\$ 3,638.89	0.00	-	\$ -	0.00%
6.03	MANHOLE, TYPE SW-401, 60 IN. DIA. (STORM SEWER)	EA				\$ -	\$ 5,900.00	0.00	-	\$ -	0.00%
6.04	MANHOLE, TYPE SW-402, 5 FT. X 5 FT. (STORM SEWER)	EA				\$ -	\$ 6,400.00	0.00	-	\$ -	0.00%
6.05	MANHOLE, TYPE SW-403 MODIFIED, 7 FT. X 4 FT. (STORM SEWER)	EA				\$ -	\$11,200.00	0.00	-	\$ -	0.00%
6.06	INTAKE, TYPE SW-501, SINGLE GRATE INTAKE	EA				\$ -	\$ 3,318.75	0.00	-	\$ -	0.00%
6.07	INTAKE, TYPE SW-502, CIRCULAR SINGLE GRATE INTAKE, 48 IN. DIA.	EA				\$ -	\$ 4,000.00	0.00	-	\$ -	0.00%
6.08	INTAKE, TYPE SW-502, CIRCULAR SINGLE GRATE INTAKE, 60 IN. DIA.	EA				\$ -	\$ 5,775.00	0.00	-	\$ -	0.00%
6.09	INTAKE, TYPE SW-503, SINGLE GRATE INTAKE WITH MANHOLE	EA				\$ -	\$ 5,600.00	0.00	-	\$ -	0.00%
6.10	INTAKE, TYPE SW-504, SINGLE GRATE INTAKE WITH FLUSH-TOP MH	EA				\$ -	\$ 6,500.00	0.00	-	\$ -	0.00%
6.11	INTAKE, TYPE SW-511, RECTANGULAR AREA INTAKE	EA				\$ -	\$ 4,285.71	0.00	-	\$ -	0.00%
6.12	INTAKE, TYPE SW-512, CIRCULAR AREA INTAKE, 24 IN. DIA.	EA				\$ -	\$ 2,933.33	0.00	-	\$ -	0.00%
6.13	INTAKE, HDPE INLINE DRAIN, 24 IN. DIA.	EA				\$ -	\$ 3,825.00	0.00	-	\$ -	0.00%
6.14	INTAKE, HDPE INTAKE BASIN, 24 IN. DIA.	EA				\$ -	\$ 3,933.33	0.00	-	\$ -	0.00%
6.15	EXTERNAL DROP CONNECTION	EA				\$ -	\$17,700.00	0.00	-	\$ -	0.00%
6.16	MANHOLE ADJUSTMENT, MINOR	EA				\$ -	\$ 2,744.44	0.00	-	\$ -	0.00%
6.17	INTAKE ADJUSTMENT, MINOR	EA				\$ -	\$ 2,300.00	0.00	-	\$ -	0.00%
6.18	MANHOLE ADJUSTMENT, MAJOR	EA				\$ -	\$ 8,250.00	0.00	-	\$ -	0.00%
6.19	INTAKE ADJUSTMENT, MAJOR	EA				\$ -	\$13,440.00	0.00	-	\$ -	0.00%
6.20	CONNECTION TO EXISTING MANHOLE	EA				\$ -	\$ 6,571.43	0.00	-	\$ -	0.00%
6.21	CONNECTION TO EXISTING INTAKE	EA				\$ -	\$ 5,200.00	0.00	-	\$ -	0.00%
	STREETS AND RELATED WORK										
7.01	PAVEMENT, PCC, 8 IN.	SY				\$ -	\$ 62.72	0.00	-	\$ -	0.00%
7.02	PAVEMENT, PCC, 7 IN.	SY				\$ -	\$ 60.39	0.00	-	\$ -	0.00%
7.03	PAVEMENT, PCC, 6 IN.	SY				\$ -	\$ 47.24	0.00	-	\$ -	0.00%
7.04	CONCRETE MEDIAN	SY				\$ -	\$ 197.78	0.00	-	\$ -	0.00%
7.05	PCC PAVEMENT SAMPLES AND TESTING	LS				\$ -	\$30,000.00	0.00	-	\$ -	0.00%
7.06	REMOVAL OF CURB	LF				\$ -	\$ 22.92	0.00	-	\$ -	0.00%
7.07	SHARED USE PATH, PCC, 5 IN. WITH WELDED WIRE REINFORCEMENT (PLAZA)	SY				\$ -	\$ 63.85	0.00	-	\$ -	0.00%
7.08	SHARED USE PATH, PCC, 6 IN. (TRAIL)	SY				\$ -	\$ 64.15	0.00	-	\$ -	0.00%
7.09	SIDEWALK, PCC, 4 IN.	SY				\$ -	\$ 50.00	0.00	-	\$ -	0.00%
7.10	SIDEWALK, PCC, 5 IN. (CLASS A)	SY				\$ -	\$ 61.90	0.00	-	\$ -	0.00%
7.11	SIDEWALK, PCC, 6 IN. (RAMPS)	SY				\$ -	\$ 51.85	0.00	-	\$ -	0.00%
7.12	DETECTABLE WARNING	SF				\$ -	\$ 55.38	0.00	-	\$ -	0.00%
7.13	PAVEMENT REMOVAL	SY				\$ -	\$ 75.00	0.00	-	\$ -	0.00%
	TRAFFIC CONTROL AND SIGNALIZATION										
8.01	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA				\$ -	\$ 113.15	0.00	-	\$ -	0.00%
8.02	PAINTED SYMBOLS AND LEGENDS	EA				\$ -	\$ 210.00	0.00	-	\$ -	0.00%
8.03	TEMPORARY TRAFFIC CONTROL	LS				\$ -	\$ 4,340.00	0.00	-	\$ -	0.00%
8.04	TEMPORARY PEDESTRIAN TRAFFIC CONTROL	LS				\$ -	\$ 2,712.00	0.00	-	\$ -	0.00%
8.05	TRAFFIC SIGNAGE	EA				\$ -	\$ 352.63	0.00	-	\$ -	0.00%
8.06	BOLLARDS	EA				\$ -	\$ 182.75	0.00	-	\$ -	0.00%
	SITE WORK AND LANDSCAPING										

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

STORED MATERIALS COST

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	PROPOSED STORED VALUE	QUANTITY CHANGE - 1	QUANTITY CHANGE - 2	TOTAL VALUE	UNIT PRICE	EQUIVALENT UNIT AMOUNT	REMAINING EQUIVALENT AMOUNT	VALUE OF STORED MATERIALS REMAINING	PERCENT COMPLETE
9.01	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, TYPE 1	AC				\$ -	\$ 5,000.00	0.00	-	\$ -	0.00%
9.02	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, TYPE 3	AC				\$ -	\$ 1,193.62	0.00	-	\$ -	0.00%
9.03	CONVENTIONAL SEEDING, SEEDING, FERTILIZING TYPE 4 (TEMP SEED)	AC				\$ -	\$ 651.01	0.00	-	\$ -	0.00%
9.04	HYDRAULIC MULCHING (BFM)	AC				\$ -	\$ 4,883.33	0.00	-	\$ -	0.00%
9.05	SOD	SQ				\$ -	\$ 78.10	0.00	-	\$ -	0.00%
9.06	4 IN. METAL EDGE, LANDSCAPE BEDS	LF				\$ -	\$ 10.85	0.00	-	\$ -	0.00%
9.07	WOOD MULCH, LANDSCAPE BEDS	SF				\$ -	\$ 1.09	0.00	-	\$ -	0.00%
9.08	PLANTS, EVERGREEN TREES	EA				\$ -	\$ 486.49	0.00	-	\$ -	0.00%
9.09	PLANTS, ORNAMENTAL TREES	EA				\$ -	\$ 435.09	0.00	-	\$ -	0.00%
9.10	PLANTS, OVERSTORY TREES	EA				\$ -	\$ 541.75	0.00	-	\$ -	0.00%
9.11	PLANTS, SHRUBS	EA				\$ -	\$ 70.65	0.00	-	\$ -	0.00%
9.12	SWPPP MANAGEMENT	LS				\$ -	\$ 5,500.00	0.00	-	\$ -	0.00%
9.13	FILTER SOCKS, 12 IN.	LF				\$ -	\$ 3.61	0.00	-	\$ -	0.00%
9.14	FILTER SOCKS, REMOVAL	LF				\$ -	\$ 0.50	0.00	-	\$ -	0.00%
9.15	RIP RAP, CLASS E	TON				\$ -	\$ 212.67	0.00	-	\$ -	0.00%
9.16	SILT FENCE	LF				\$ -	\$ 1.43	0.00	-	\$ -	0.00%
9.17	SILT FENCE, REMOVAL OF DEVICE	LF				\$ -	\$ 0.19	0.00	-	\$ -	0.00%
9.18	STABILIZED CONSTRUCTION ENTRANCE	SY				\$ -	\$ 40.00	0.00	-	\$ -	0.00%
9.19	EROSION CONTROL MULCHING, STRAW	AC				\$ -	\$ 616.70	0.00	-	\$ -	0.00%
9.20	INLET PROTECTION DEVICE, DROP-IN	EA				\$ -	\$ 170.45	0.00	-	\$ -	0.00%
9.21	INLET PROTECTION DEVICE, MAINTENANCE	EA				\$ -	\$ 11.36	0.00	-	\$ -	0.00%
9.22	CHAIN LINK FENCE, BLACK VINYL, 6 FT. TALL	LF				\$ -	\$ 29.49	0.00	-	\$ -	0.00%
9.23	CHAIN LINK FENCE, BLACK VINYL, 8 FT. TALL	LF				\$ -	\$ 61.50	0.00	-	\$ -	0.00%
9.24	CHAIN LINK FENCE, BLACK VINYL, 10 FT. TALL	LF				\$ -	\$ 102.41	0.00	-	\$ -	0.00%
9.25	GATES, SWINGING, 6 FT. TALL X 12 FT. WIDE	EA				\$ -	\$ 1,741.67	0.00	-	\$ -	0.00%
9.26	GATES, SWINGING, 6 FT. TALL X 10 FT. WIDE	EA				\$ -	\$ 1,850.00	0.00	-	\$ -	0.00%
9.27	GATES, SWINGING, 8 FT. TALL X 4 FT. WIDE	EA				\$ -	\$ 1,222.22	0.00	-	\$ -	0.00%
9.28	TIE-BACK TENSION NETTING, 30 FT. TALL	EA				\$ -	\$74,955.42	0.00	-	\$ -	0.00%
9.29	TIE-BACK TENSION NETTING, 40 FT. TALL	EA				\$ -	\$95,208.75	0.00	-	\$ -	0.00%
9.30	BALL CONTROL NETTING, BRAIDED AND KNOTLESS, 14 FT. TALL	LF				\$ -	\$ 236.95	0.00	-	\$ -	0.00%
9.31	CONSTRUCTED DUGOUT ROOF, 8 FT. X 30 FT.	EA				\$ -	\$ 7,440.00	0.00	-	\$ -	0.00%
9.32	CONSTRUCTED DUGOUT ROOF, 8 FT. X 40 FT.	EA				\$ -	\$ 9,920.00	0.00	-	\$ -	0.00%
9.33	RETAINING WALL	SF				\$ -	\$ 69.51	0.00	-	\$ -	0.00%
9.34	SYNTHETIC TURF	SF				\$ -	\$ 6.14	0.00	-	\$ -	0.00%
	MISCELLANEOUS										
11.01	MOBILIZATION	LS				\$ -	\$15,000.00	0.00	-	\$ -	0.00%
11.02	CONCRETE WASHOUT	EA				\$ -	\$ 8,000.00	0.00	-	\$ -	0.00%
11.03	BASE BID ELECTRICAL	LS				\$ -	\$575,000.00	0.00	-	\$ -	0.00%
11.04	BID ALTERNATE 1 ELECTRICAL	LS	\$86,600.00			\$86,600.00	\$870,000.00	0.10	-	\$ -	0.00%
11.06	BID ALTERNATE 4 ELECTRICAL	LS	\$131,250.00			\$131,250.00	\$ 2,997,800.00	0.04	-	\$ -	0.00%
	CHANGE ORDER ITEMS										
12.01	TRACER WIRE AND TERMINAL	LS				\$ -	\$ 1,195.00	0.00	-	\$ -	0.00%
12.02	REV #5A ELECTRICAL REVISIONS	LS				\$ -	\$95,854.00	0.00	-	\$ -	0.00%
12.03	CR 05 - UTILITY REVISIONS PER PR #5	LS				\$ -	\$33,393.00	0.00	-	\$ -	0.00%
12.04	BASE BID ELECTRICAL	LS				\$ -	\$575,000.00	0.00	-	\$ -	0.00%
12.05	CR 9 - PLASTIC STORM INTAKE RINGS	LS				\$ -	\$ 2,939.00	0.00	-	\$ -	0.00%
12.06	BID ALTERNATE 4 ELECTRICAL	LS				\$ -	\$ 2,997,800.00	0.00	-	\$ -	0.00%
12.07	CR 11 - FLAG POLE LIGHTS - 2 LOCATIONS	LS				\$ -	\$13,684.61	0.00	-	\$ -	0.00%
12.08	TRACER WIRE AND TERMINAL	LS				\$ -	\$ 1,195.00	0.00	-	\$ -	0.00%
12.09	PR 08 FENCE AND TURF REVISIONS	LS				\$ -	\$62,204.66	0	-	\$ -	0.00%
12.10	PR 10 Brown Turf Revisions	LS				\$ -	\$312,949.00	0	-	\$ -	0.00%
0.00						\$ -	\$ -				0.00%
						\$ -	\$ -				0.00%

TOTAL VALUE OF STORED MATERIALS AND VALUE OF STORED
MATERIALS REMAINING TO DATE

\$217,850.00

\$ - 0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	December 13, 2022	\$ 390,549.82
2	January 10, 2023	\$ 766,370.40
3	April 25, 2023	\$ 883,644.32
4	May 23, 2023	\$1,978,044.94
5	June 13, 2023	\$5,598,522.01
6	August 8, 2023	\$2,772,184.36
7	August 22, 2023	\$2,587,781.38
8	September 26, 2023	\$2,771,370.07
9	October 24, 2023	\$2,541,107.57
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Previous Applications for Payment

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TOTAL **\$ 20,289,574.87**

Record of Change Orders

No.	Date	Amount
1	December 13, 2022	\$ (6,806.60)
2	May 9, 2023	\$ 95,854.00
3	June 27, 2023	\$ 24,977.41
4	September 12, 2023	\$ 62,204.66
5	December 12, 2023	\$ 312,949.00
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TOTAL **\$ 489,178.47**

Contract Time Remaining

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: December 26, 2023 **PAYMENT REQUEST #** 12
PAYMENT PERIOD: From: October 1 2023 Through: November 30 2023

Contract Summary

Original Contract Amount:	\$	3,731,765.39	
Net change by Change Orders:	\$	272,923.20	
Contract Amount to Date: (line 1 ± 2)	\$		4,004,688.59
Total completed and stored to date:	\$	3,992,409.59	
Retainage: 5 % of Completed Work:	\$	199,620.54	
Total Earned less Retainage:	\$		3,792,789.05
Less previous applications for payment:	\$		3,694,963.94
SUBTOTAL			\$ 97,825.11

OTHER CHARGES (Attach an itemized list) \$

CURRENT PAYMENT DUE \$ **97,825.11**

Balance to finish, including retainage: \$ 211,899.54

Contract Time Remaining (If applicable) CALENDAR DAYS

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

Construction Contractor Approval: Edge Commercial, LLC.

Signature:  Firm Name: _____ Date: 12/6/23

Engineer / Consultant Approval: ISG Inc.

Signature:  Firm Name: _____ Date: 12/6/2023

City of Grimes Staff Approval:

Signature:  Date: 12-20-23

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: 12/6/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	CLEARING AND GRUBBING	LS	1.00		1.00	\$ 8,025.00	\$ 8,025.00	1.00	\$ 8,025.00	-	100.00%
2	EXCAVATION, CLASS 10	CY	3,725.00		3,725.00	\$ 11.77	\$ 43,843.25	3,725.00	\$ 43,843.25	-	100.00%
3	SUBGRADE PREPARATION	SY	1,915.00		1,915.00	\$ 5.38	\$ 10,302.70	1,915.00	\$ 10,302.70	-	100.00%
4	SUBBASE, MODIFIED, 4 INCH	SY	3,750.00		3,750.00	\$ 11.77	\$ 44,137.50	3,750.00	\$ 44,137.50	-	100.00%
5	SUBBASE, MODIFIED, 6 INCH	SY	1,915.00		1,915.00	\$ 11.77	\$ 22,539.55	1,915.00	\$ 22,539.55	-	100.00%
6	SANITARY SEWER SERVICE STUB, PVC, 6 IN.	LF	400.00		400.00	\$ 88.81	\$ 35,524.00	400.00	\$ 35,524.00	-	100.00%
7	SANITARY SEWER CLEANOUT	EA	2.00		2.00	\$ 1,188.50	\$ 2,377.00	2.00	\$ 2,377.00	-	100.00%
8	STORM SEWER, TRENCHED, RCP, 12 INCH	LF	137.00		137.00	\$ 99.51	\$ 13,632.87	137.00	\$ 13,632.87	-	100.00%
9	STORM SEWER, TRENCHED, RCP, 15 INCH	LF	271.00		271.00	\$ 99.51	\$ 26,967.21	271.00	\$ 26,967.21	-	100.00%
10	STORM SEWER, TRENCHED, PVC, 6 INCH	LF	160.00		160.00	\$ 88.81	\$ 14,209.60	160.00	\$ 14,209.60	-	100.00%
11	STORM SEWER, TRENCHED, PVC, 10 INCH	LF	12.00		12.00	\$ 214.00	\$ 2,568.00	12.00	\$ 2,568.00	-	100.00%
12	LINEAR TRENCH DRAIN AT SPLASH PAD	LF	16.00		16.00	\$ 145.50	\$ 2,328.00		\$ -	16.00	0.00%
13	PIPE APRON, RCP, 15 INCH	EA	1.00		1.00	\$ 5,116.00	\$ 5,116.00	1.00	\$ 5,116.00	-	100.00%
14	SUBDRAIN, PERFORATED, 6 INCH	LF	1,610.00		1,610.00	\$ 37.45	\$ 60,294.50	1,610.00	\$ 60,294.50	-	100.00%
15	SUBDRAIN CLEANOUT	EA	6.00		6.00	\$ 986.67	\$ 5,920.02	6.00	\$ 5,920.02	-	100.00%
16	SUBDRAIN OUTLETS AND CONNECTIONS	EA	10.00		10.00	\$ 259.00	\$ 2,590.00	10.00	\$ 2,590.00	-	100.00%
17	WATER MAIN, TRENCHED, C900 PVC, 8 INCH	LF	350.00	(70.00)	280.00	\$ 74.90	\$ 20,972.00	280.00	\$ 20,972.00	-	100.00%
18	WATER SERVICE PIPE, TYPE K COPPER, 1 INCH	LF	50.00		50.00	\$ 44.94	\$ 2,247.00	50.00	\$ 2,247.00	-	100.00%
19	WATER SERVICE PIPE, TYPE K COPPER, 2 INCH	LF	220.00		220.00	\$ 65.27	\$ 14,359.40	220.00	\$ 14,359.40	-	100.00%
20	VALVE, GATE VALVE, 8 INCH	EA	2.00		2.00	\$ 3,542.00	\$ 7,084.00	2.00	\$ 7,084.00	-	100.00%
21	TAPPING VALVE ASSEMBLY, 8 INCH	EA	1.00		1.00	\$ 8,956.00	\$ 8,956.00	1.00	\$ 8,956.00	-	100.00%
22	FIRE HYDRANT ASSEMBLY	EA	1.00		1.00	\$ 7,811.00	\$ 7,811.00	1.00	\$ 7,811.00	-	100.00%
23	STORM MANHOLE, SW-401, 48 INCH DIA.	EA	4.00		4.00	\$ 6,104.50	\$ 24,418.00	4.00	\$ 24,418.00	-	100.00%
24	INTAKE, SW-501	EA	1.00		1.00	\$ 4,485.00	\$ 4,485.00	1.00	\$ 4,485.00	-	100.00%
25	INTAKE, SW-505	EA	1.00		1.00	\$ 5,687.00	\$ 5,687.00	1.00	\$ 5,687.00	-	100.00%
26	INTAKE, SW-512	EA	2.00		2.00	\$ 4,924.00	\$ 9,848.00	2.00	\$ 9,848.00	-	100.00%
27	INTAKE, SW-513	EA	1.00		1.00	\$ 9,915.00	\$ 9,915.00	1.00	\$ 9,915.00	-	100.00%
28	REMOVE INTAKE	EA	1.00		1.00	\$ 1,872.00	\$ 1,872.00	1.00	\$ 1,872.00	-	100.00%
29	PAVEMENT, PCC, 7 INCH	SY	1,660.00		1,660.00	\$ 53.11	\$ 88,162.60	1,660.00	\$ 88,162.60	-	100.00%
30	REMOVAL OF SIDEWALK	SY	20.00		20.00	\$ 26.75	\$ 535.00	20.00	\$ 535.00	-	100.00%
31	SIDEWALK, PCC, 6 INCH	SY	2,030.00		2,030.00	\$ 62.34	\$ 126,550.20	2,030.00	\$ 126,550.20	-	100.00%
32	DETECTABLE WARNING	SF	36.00		36.00	\$ 29.72	\$ 1,069.92	36.00	\$ 1,069.92	-	100.00%
33	PAVEMENT REMOVAL	SY	280.00		280.00	\$ 19.26	\$ 5,392.80	280.00	\$ 5,392.80	-	100.00%
34	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	6.30		6.30	\$ 169.21	\$ 1,066.02	6.30	\$ 1,066.02	-	100.00%
35	PAINTED SYMBOLS AND LEGENDS	EA	2.00		2.00	\$ 337.00	\$ 674.00	2.00	\$ 674.00	-	100.00%
36	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$ 4,280.00	\$ 4,280.00	1.00	\$ 4,280.00	-	100.00%
37	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING (NATIVE PLANTING MIX)	AC	0.30		0.30	\$ 9,523.33	\$ 2,857.00	0.30	\$ 2,857.00	-	100.00%
38	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING (DETENTION BASIN MIX)	AC	0.32		0.32	\$ 9,096.88	\$ 2,911.00	0.32	\$ 2,911.00	-	100.00%
39	SOD	SQ	314.00		314.00	\$ 98.24	\$ 30,847.36	314.00	\$ 30,847.36	-	100.00%
40	GRASSES, 1 GAL	EA	90.00		90.00	\$ 21.40	\$ 1,926.00	90.00	\$ 1,926.00	-	100.00%
41	PERENNIALS, 1 GAL	EA	908.00		908.00	\$ 21.40	\$ 19,431.20	908.00	\$ 19,431.20	-	100.00%
42	SHRUBS, 3 GAL	EA	317.00		317.00	\$ 69.55	\$ 22,047.35	317.00	\$ 22,047.35	-	100.00%
43	TREE, OVERSTORY, 2" CAL	EA	37.00		37.00	\$ 518.95	\$ 19,201.15	37.00	\$ 19,201.15	-	100.00%
44	TREE, EVERGREEN, 4' HT MIN	EA	44.00		44.00	\$ 304.95	\$ 13,417.80	44.00	\$ 13,417.80	-	100.00%
45	SWPPP PREPARATION	LS	1.00		1.00	\$ 1,070.00	\$ 1,070.00	1.00	\$ 1,070.00	-	100.00%
46	SWPPP MANAGEMENT	LS	1.00		1.00	\$ 2,140.00	\$ 2,140.00	1.00	\$ 1,819.00	-	100.00%
47	FILTER SOCK, 9 INCH DIAMETER	LF	2,500.00		2,500.00	\$ 2.67	\$ 6,675.00	2,500.00	\$ 6,675.00	-	100.00%
48	TEMPORARY RECP, TYPE 2.D	SY	3,150.00		3,150.00	\$ 2.94	\$ 9,261.00	3,150.00	\$ 9,261.00	-	100.00%
49	RIP RAP, EROSION STONE	TON	4.00		4.00	\$ 113.25	\$ 453.00	4.00	\$ 453.00	-	100.00%
50	EROSION CONTROL MULCHING, HYDROMULCHING	AC	3.00		3.00	\$ 4,494.00	\$ 13,482.00	3.00	\$ 13,482.00	-	100.00%
51	MOBILIZATION	LS	1.00		1.00	\$140,000.00	\$ 140,000.00	1.00	\$ 140,000.00	-	100.00%
52	CONCRETE WASHOUT	LS	1.00		1.00	\$ 1,070.00	\$ 1,070.00	1.00	\$ 1,070.00	-	100.00%
53	PLAY TURF SURFACING (NATURE PLAYScape)	SF	4,535.00		4,535.00	\$ 30.65	\$ 138,997.75	4,535.00	\$ 138,997.75	-	100.00%
54	PCC CURB AT PLAY TURF	LF	223.00		223.00	\$ 115.16	\$ 25,680.68	223.00	\$ 25,680.68	-	100.00%
55	SPLASH PAD PAVEMENT	SF	5,284.00		5,284.00	\$ 10.53	\$ 55,640.52	5,284.00	\$ 55,640.52	-	100.00%
56	SPLASH PAD FEATURES AND EQUIPMENT	LS	1.00	0.20	1.20	\$493,600.00	\$ 592,320.00	1.20	\$ 592,320.00	-	100.00%
57	DRY CREEK BED PAVEMENT	SF	1,850.00		1,850.00	\$ 17.35	\$ 32,097.50	1,850.00	\$ 32,097.50	-	100.00%
58	BENCH	EA	3.00		3.00	\$ 1,946.00	\$ 5,838.00	3.00	\$ 5,838.00	-	100.00%
59	SANDSTONE BENCH	EA	4.00		4.00	\$ 5,312.50	\$ 21,250.00	4.00	\$ 21,250.00	-	100.00%
60	LITTER RECEPTACLE	EA	5.00		5.00	\$ 1,615.60	\$ 8,078.00	5.00	\$ 8,078.00	-	100.00%
61	BIKE RACK	EA	12.00		12.00	\$ 802.50	\$ 9,630.00	-	\$ -	12.00	0.00%
62	PICNIC TABLE	EA	6.00		6.00	\$ 3,595.17	\$ 21,571.02	6.00	\$ 21,571.02	-	100.00%
63	PICNIC TABLE (ADA)	EA	4.00		4.00	\$ 3,595.25	\$ 14,381.00	4.00	\$ 14,381.00	-	100.00%
64	PLAY MOUND	SF	735.00		735.00	\$ 25.25	\$ 18,558.75	735.00	\$ 18,558.75	-	100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

65	PEDESTRIAN BRIDGES	LS	1.00		1.00	\$61,688.00	\$ 61,688.00	1.00	\$ 61,688.00	-	100.00%
66	LIMESTONE BLOCK	EA	4.00		4.00	\$ 1,605.00	\$ 6,420.00	4.00	\$ 6,420.00	-	100.00%
67	OUTCROPPING BORDER	EA	60.00		60.00	\$ 1,926.00	\$ 115,560.00	60.00	\$ 115,560.00	-	100.00%
68	BOULDER AT SPLASH PAD	EA	45.00	(9.00)	36.00	\$ 1,070.00	\$ 38,520.00	36.00	\$ 38,520.00	-	100.00%
69	SITE SHELTER	LS	1.00		1.00	\$700,000.00	\$ 700,000.00	1.00	\$ 700,000.00	-	100.00%
70	SITE ELECTRICAL	LS	1.00		1.00	\$357,018.00	\$ 357,018.00	1.00	\$ 357,018.00	-	100.00%
71	LANDSCAPE EDGING	LF	677.00		677.00	\$ 10.92	\$ 7,392.84	677.00	\$ 7,392.84	-	100.00%
72	MULCH	CY	117.00		117.00	\$ 107.00	\$ 12,519.00	117.00	\$ 12,519.00	-	100.00%
73	TREE PROTECTION FENCE	LF	601.00		601.00	\$ 5.08	\$ 3,053.08	601.00	\$ 3,053.08	-	100.00%
74	ARCHED WATERFALL	LS	1.00		1.00	\$55,640.00	\$ 55,640.00	1.00	\$ 55,640.00	-	100.00%
A1	PARKING LOT LIGHTING	LS	1.00		1.00	\$50,400.00	\$ 50,400.00	1.00	\$ 50,400.00	-	100.00%
B1	POURED IN PLACE SURFACING (NORTH PLAYGROUND)	SF	3,630.00		3,630.00	\$ 35.75	\$ 129,772.50	3,630.00	\$ 129,772.50	-	100.00%
B2	PLAYGROUND EQUIPMENT (NORTH PLAYGROUND)	LS	1.00		1.00	\$174,341.00	\$ 174,341.00	1.00	\$ 174,341.00	-	100.00%
B3	PLAY MOUND	SF	943.00		943.00	\$ 25.25	\$ 23,810.75	943.00	\$ 23,810.75	-	100.00%
C1	PLAYGROUND EQUIPMENT (NATURE PLAYSCAPE)	LS	1.00		1.00	\$202,884.00	\$ 202,884.00	1.00	\$ 202,884.00	-	100.00%
CHANGE ORDER NO. 1											
101	WATER MAIN, TRENCHLESS, C900 PVC, 8 INCH	LF	-	70.00	70.00	\$ 245.56	\$ 17,189.20	70.00	\$ 17,189.20	-	100.00%
102	SIDING WAINSCOT	LS	-	(1.00)	(1.00)	\$ 2,400.00	\$ (2,400.00)	(1.00)	\$ (2,400.00)	-	100.00%
103	ADDITIONAL TREE REMOVAL (1ST REQUEST)	LS	-	1.00	1.00	\$ 3,206.00	\$ 3,206.00	1.00	\$ 3,206.00	-	100.00%
104	ADDITIONAL TREE REMOVAL (2ND REQUEST)	LS	-	1.00	1.00	\$ 3,740.00	\$ 3,740.00	1.00	\$ 3,740.00	-	100.00%
105	ADDITIONAL MOBILIZATION C01	LS	-	1.00	1.00	\$ 500.00	\$ 500.00	1.00	\$ 500.00	-	100.00%
CHANGE ORDER NO. 2											
106	ADDITIONAL ELECTRIC, CHANGING STATION	LS	-	1.00	1.00	\$ 1,904.00	\$ 1,904.00	1.00	\$ 1,904.00	-	100.00%
CHANGE ORDER NO. 3											
107	ART FEATURE, FOOTING	LS		1.00	1.00	\$21,000.00	\$ 21,000.00	1.00	\$ 21,000.00	-	100.00%
108	BURKE EMBANKMENT SLIDE	EA		1.00	1.00	\$17,000.00	\$ 17,000.00	1.00	\$ 17,000.00	-	100.00%
109	TUFF COAT SURFACING	SF		6,820.00	6,820.00	\$ 8.75	\$ 59,675.00	6,820.00	\$ 59,675.00	-	100.00%
110	QCP BOULDERS	LS		1.00	1.00	\$21,620.00	\$ 21,620.00	1.00	\$ 21,620.00	-	100.00%
111	WATER CONTAINMENT SYSTEM	LS		1.00	1.00	\$12,500.00	\$ 12,500.00	1.00	\$ 12,500.00	-	100.00%
112	SANITARY CONNECTION, SPLASH PAD DRAIN	LS		1.00	1.00	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	-	100.00%
113	STORM CONNECTION, 4"x6"	EA		1.00	1.00	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	-	100.00%
114	STORM SEWER, 4" PVC	LF		100.00	100.00	\$ 125.00	\$ 12,500.00	100.00	\$ 12,500.00	-	100.00%
115	WATER CONNECTION TO CABINET	LS		1.00	1.00	\$12,642.00	\$ 12,642.00	1.00	\$ 12,642.00	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 4,004,688.59

\$ 3,992,409.59

99.69%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 23, 2022	\$ 194,840.25
2	September 27, 2022	\$ 301,556.01
3	November 22, 2022	\$ 432,887.97
4	December 27, 2022	\$ 227,543.61
5	January 24, 2023	\$ 512,447.01
6	April 25, 2023	\$ 336,154.68
7	June 27, 2023	\$ 275,456.19
8	July 25, 2023	\$ 381,325.85
9	August 22, 2023	\$ 230,629.48
10	September 26, 2023	\$ 253,937.84
11	October 24, 2023	\$ 548,185.05
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Previous Applications for Payment

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TOTAL \$ 3,694,963.94

Record of Change Orders

No.	Date	Amount
1	August 9, 2022	\$ 16,992.20
2	September 27, 2022	\$ 1,904.00
3	June 27, 2023	\$ 254,027.00
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TOTAL \$ 272,923.20

Please update Payment Application Sheet

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	June 28, 2022
Original Contract Time:	321.00
Added by Change Order:	
Contract Time to Date:	321.00
Time Used to Date:	532.00
Contract Time Remaining:	<u><u>(211.00)</u></u>

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: December 26, 2023 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: October 27, 2023 Through: December 1, 2023

Contract Summary

Original Contract Amount:	\$	452,810.00	
Net change by Change Orders:	\$	1,600.00	
Contract Amount to Date: (line 1 ± 2)	\$	454,410.00	
Total completed and stored to date:	\$	433,388.10	
Retainage: 5 % of Completed Work:	\$	21,669.41	
Total Earned less Retainage:	\$	411,718.69	
Less previous applications for payment:	\$	376,226.69	
SUBTOTAL	\$		35,492.00

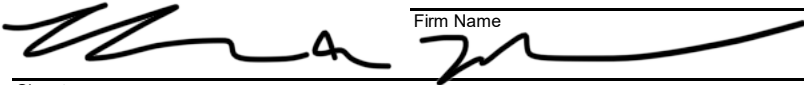
OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 35,492.00

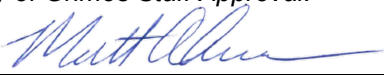
Balance to finish, including retainage: \$ 42,691.31

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: Howrey Construction
Signature:  Firm Name:
Date: 12/7/23

Engineer / Consultant Approval:
Signature: _____ Firm Name: _____
Date: _____

City of Grimes Staff Approval:
Signature:  Date: 12-20-23

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	VALUE OF STORED MATERIALS REMAINING	TOTAL COMPLETED WORK AND STORED MATERIALS	REMAINING QUANTITY	PERCENT COMPLETE
1	CLEARING AND GRUBBING	LS	1.00		1.00	\$ 6,000.00	\$ 6,000.00	1.00	\$ 6,000.00	\$ -	\$ 6,000.00	-	100.00%
2	TOPSOIL, ON-SITE 4" DEPTH	CY	1,100.00		1,100.00	\$ 10.25	\$ 11,275.00	1,100.00	\$ 11,275.00	\$ -	\$ 11,275.00	-	100.00%
3	EXCAVATION, CLASS 10	CY	1,025.00		1,025.00	\$ 14.00	\$ 14,350.00	1,025.00	\$ 14,350.00	\$ -	\$ 14,350.00	-	100.00%
4	REMOVAL OF STORM SEWER, 48 IN.	LF	16.00		16.00	\$ 681.00	\$ 10,896.00	16.00	\$ 10,896.00	\$ -	\$ 10,896.00	-	100.00%
5	PIPE CULVERT, TRENCHED, RCAP, 24 IN. EQ	LF	210.00		210.00	\$ 155.00	\$ 32,550.00	210.00	\$ 32,550.00	\$ -	\$ 32,550.00	-	100.00%
6	PIPE CULVERT, TRENCHED, 48 IN.	LF	16.00		16.00	\$ 753.50	\$ 12,056.00	16.00	\$ 12,056.00	\$ -	\$ 12,056.00	-	100.00%
7	PIPE APRON, FOOTING, AND GUARD, RCAP, 24 IN. EQ	EA	1.00		1.00	\$ 5,819.00	\$ 5,819.00	1.00	\$ 5,819.00	\$ -	\$ 5,819.00	-	100.00%
8	MANHOLE, SW-401, 84" DIAMETER	EA	1.00		1.00	\$18,061.00	\$ 18,061.00	1.00	\$ 18,061.00	\$ -	\$ 18,061.00	-	100.00%
9	MANHOLE ADJUSTMENT, MINOR	EA	1.00		1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ -	\$ 1,000.00	-	100.00%
10	MANHOLE ADJUSTMENT, MAJOR	EA	3.00		3.00	\$ 3,000.00	\$ 9,000.00	3.00	\$ 9,000.00	\$ -	\$ 9,000.00	-	100.00%
11	CURB AND GUTTER, 2 FT.	LF	45.00		45.00	\$ 60.00	\$ 2,700.00	49.00	\$ 2,940.00	\$ -	\$ 2,940.00	(4.00)	108.89%
12	REMOVAL OF SIDEWALK	SY	14.00		14.00	\$ 23.00	\$ 322.00	14.00	\$ 322.00	\$ -	\$ 322.00	-	100.00%
13	REMOVAL OF CURB	LF	42.00		42.00	\$ 20.00	\$ 840.00	36.00	\$ 720.00	\$ -	\$ 720.00	6.00	85.71%
14	SHARED USE PATH, PCC, 6 IN	SY	4,486.00		4,486.00	\$ 36.50	\$ 163,739.00	4,506.40	\$ 164,483.60	\$ -	\$ 164,483.60	(20.40)	100.45%
15	SPECIAL SUBGRADE PREP. FOR SHARED USE PATH	SY	6,280.00		6,280.00	\$ 2.00	\$ 12,560.00	6,280.00	\$ 12,560.00	\$ -	\$ 12,560.00	-	100.00%
16	DETECTABLE WARNING, CAST IRON	SF	120.00		120.00	\$ 60.00	\$ 7,200.00	114.00	\$ 6,840.00	\$ -	\$ 6,840.00	6.00	95.00%
17	SHARED USE PATH ASSURANCE TESTING	LS	1.00		1.00	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00	\$ -	\$ 3,000.00	-	100.00%
18	CURB AND GUTTER REMOVAL	LF	45.00		45.00	\$ 30.00	\$ 1,350.00	49.00	\$ 1,470.00	\$ -	\$ 1,470.00	(4.00)	108.89%
19	TRAFFIC SIGNAL MODIFICATIONS	LS	1.00		1.00	\$52,500.00	\$ 52,500.00	0.75	\$ 39,375.00	\$ -	\$ 39,375.00	0.25	75.00%
20	PAINTED PAVEMENT MARKINGS, SOLVENT/WQATERBORNE	STA	5.50		5.50	\$ 1,000.00	\$ 5,500.00	5.87	\$ 5,870.00	\$ -	\$ 5,870.00	(0.37)	106.73%
21	PAINTED PAVEMENT MARKINGS REMOVED	STA	4.50		4.50	\$ 1,500.00	\$ 6,750.00	5.02	\$ 7,530.00	\$ -	\$ 7,530.00	(0.52)	111.56%
22	SYMBOLS AND LEGENDS REMOVED	EA	1.00		1.00	\$ 500.00	\$ 500.00	1.00	\$ 500.00	\$ -	\$ 500.00	-	100.00%
23	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$ 5,890.00	\$ 5,890.00	1.00	\$ 5,890.00	\$ -	\$ 5,890.00	-	100.00%
24	HYDRAULIC SEEDING, FERTIZING, AND MULCHING, TYPE 2	AC	3.20		3.20	\$ 2,955.00	\$ 9,456.00	3.20	\$ 9,456.00	\$ -	\$ 9,456.00	-	100.00%
25	SWPPP PREPARATION	LS	1.00		1.00	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	\$ -	\$ 2,000.00	-	100.00%
26	SWPPP MANAGEMENT	LS	1.00		1.00	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	\$ -	\$ 4,000.00	-	100.00%
27	FILTER SOCK, 9"	LF	900.00		900.00	\$ 3.00	\$ 2,700.00	125.00	\$ 375.00	\$ -	\$ 375.00	775.00	13.89%
28	FILTER SOCK, REMOVAL	LF	900.00		900.00	\$ 0.50	\$ 450.00	-	\$ -	\$ -	\$ -	900.00	0.00%
29	STABILIZED CONSTRUCTION ENTRANCE	SY	250.00		250.00	\$ 25.00	\$ 6,250.00	-	\$ -	\$ -	\$ -	250.00	0.00%
30	EROSION CONSTROL MULCHING, HYDROMULCHING	AC	3.20		3.20	\$ 2,155.00	\$ 6,896.00	2.90	\$ 6,249.50	\$ -	\$ 6,249.50	0.30	90.63%
31	MOBILIZATION	LS	1.00		1.00	\$35,700.00	\$ 35,700.00	1.00	\$ 35,700.00	\$ -	\$ 35,700.00	-	100.00%
32	CONCRETE WASHOUT	LS	1.00		1.00	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ -	\$ 1,500.00	-	100.00%
	Change Order Item												
1	Clean Out Castings	EA	2.00		2.00	\$ 800.00	\$ 1,600.00	2.00	\$ 1,600.00	\$ -	\$ 1,600.00	-	100.00%
2					-	\$ -	\$ -		\$ -			-	0.00%
3					-	\$ -	\$ -		\$ -			-	0.00%
4					-	\$ -	\$ -		\$ -			-	0.00%
5					-	\$ -	\$ -		\$ -			-	0.00%
6					-	\$ -	\$ -		\$ -			-	0.00%
7					-	\$ -	\$ -		\$ -			-	0.00%
8					-	\$ -	\$ -		\$ -			-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 454,410.00

\$ 433,388.10

95.37%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 13, 2023	\$ 149,410.82
2	July 11, 2023	\$ 187,293.50
3	August 22, 2023	\$ 17,334.17
4	November 14, 2023	\$ 22,188.20
5		
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 376,226.69

Record of Change Orders

No.	Date	Amount
1	June 27, 2023	\$ 1,600.00
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25		

TOTAL \$ 1,600.00

Contract Time Remaining

Contract Period:	WORKING DAYS
Original Contract Date:	April 11, 2023
Original Contract Time:	50.00
Added by Change Order:	
Contract Time to Date:	50.00
Time Used to Date:	50.00
Contract Time Remaining:	<u><u>0</u></u>

Contractor's Application for Payment No.

1 (One)

Application Period: 9/19/2023

to 11/30/2023

Application Date: 12/7/2023

To (Owner):	City of Grimes, IA 101 NE Harvey Street, Grimes, Iowa 50111	From (Contractor):	Preload LLC 4000 Tower Rd., Louisville, KY 40219	Via (Engineer):	McClure Engineering Co. 1360 NW 121st St, Clive, IA 50325
Owner's DWSRF Number:	FS-77-23-DWSRF-024	Contractor's Contract Number:	23-PD014	Engineer's Contract Number:	211186-040
Project:	Grimes Ground Storage Reservoir		Contract:	One (1) 2.0 MG Ground Storage Tank	

Application For Payment - Change Order Summary

Approved Change Orders

Number	Additions	Deductions
Totals:	\$ -	\$ -
Net Change by Change Order:	\$ -	-

1. Original Contract Price.....	\$	3,480,000.00
2. Net change by Change Orders.....	\$	-
3. Current Contract Price (Line 1 ± 2).....	\$	3,480,000.00
4. Total Completed and Stored to Date (Column F on Progress Estimate).....	\$	193,341.00
5. Retainage		
a. 5.0% X \$ 175,936.00 Work Completed.....	\$	8,796.80
b. 5.0% X \$ 17,405.00 Stored Material.....	\$	870.25
c. Early Release of Retainage.....	\$	-
d. Total Retainage (Line 5a + Line 5b - Line 5c).....	\$	9,667.05
6. Amount Eligible to Date (Line 4 - Line 5d).....	\$	183,673.95
7. Less Previous Payments (Line 6 from prior Application).....	\$	-
8. Amount Due This Application.....	\$	183,673.95
9. Balance to Finish, Plus Retainage (Column G on Progress Estimate + Line 5 above).....	\$	3,296,326.05

Payment of: **\$183,673.95**

(Line 8 or other - attach explanation of the other amount)

is recommended by:

[Signature]



Digitally signed by Alex M. Potter, PE
Date: 2023.12.12 13:31:48-06'00'

(Engineer)

(Date)

Payment of: **\$183,673.95**

(Line 8 or other - attach explanation of the other amount)

is approved by:

[Signature]

12-20-23

(Owner)

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: *[Signature]*

Date: **12/12/23**

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	One (1) 2.0 MG Ground Storage Tank				Application Number:	1 (One)		
Application Period:	9/19/2023	to	11/30/2023		Application Date:	12/7/2023		
A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
General Requirements								
1.1	Bonds and Insurance	\$ 27,900.00	\$ -	\$ 27,900.00		\$ 27,900.00	100.00%	\$ -
1.2	Tank Design Drawings and Calculations	\$ 97,200.00	\$ -	\$ -		\$ -	0.00%	\$ 97,200.00
1.3	Tank Crew Mobilization	\$ 256,100.00	\$ -	\$ -		\$ -	0.00%	\$ 256,100.00
1.4	Mobilization	\$ 112,000.00	\$ -	\$ 28,000.00		\$ 28,000.00	25.00%	\$ 84,000.00
Sitework								
2.1	Clear and Grub Site	\$ 8,000.00	\$ -	\$ 8,000.00		\$ 8,000.00	100.00%	\$ -
2.2	SWPPP Management	\$ 14,300.00	\$ -	\$ 4,004.00		\$ 4,004.00	28.00%	\$ 10,296.00
2.3	Silt Fence Install/Removal	\$ 10,600.00	\$ -	\$ 6,042.00		\$ 6,042.00	57.00%	\$ 4,558.00
2.4	Install/Remove Construction Entrance	\$ 6,100.00	\$ -	\$ -		\$ -	0.00%	\$ 6,100.00
2.5	Relocate Existing Stock Pile and Site Grading	\$ 145,700.00	\$ -	\$ 101,990.00		\$ 101,990.00	70.00%	\$ 43,710.00
2.6	Tank Excavation	\$ 125,200.00	\$ -	\$ -		\$ -	0.00%	\$ 125,200.00
2.7	Tank Structural Backfill Price Adjustment No.1 (35/CY)	\$ 52,000.00	\$ -	\$ -		\$ -	0.00%	\$ 52,000.00
2.8	Tank Laydown Area, Crane Pads, and Panel Beds	\$ 250,500.00	\$ -	\$ -		\$ -	0.00%	\$ 250,500.00
2.9	Access Road Subgrade Improvements	\$ 31,500.00	\$ -	\$ -		\$ -	0.00%	\$ 31,500.00
2.10	7" PCC Driveway	\$ 35,000.00	\$ -	\$ -		\$ -	0.00%	\$ 35,000.00
2.11	Final Grading	\$ 25,800.00	\$ -	\$ -		\$ -	0.00%	\$ 25,800.00
2.12	Seeding	\$ 22,600.00	\$ -	\$ -		\$ -	0.00%	\$ 22,600.00
Utility Work								
3.1	Provide and Install 16" DIP Inlet Piping	\$ 106,500.00	\$ -	\$ -		\$ -	0.00%	\$ 106,500.00
3.2	Provide and Install 24" DIP Inlet/Outlet Piping	\$ 215,300.00	\$ -	\$ -		\$ -	0.00%	\$ 215,300.00
3.3	Storm Sewer Work	\$ 18,600.00	\$ -	\$ -		\$ -	0.00%	\$ 18,600.00
Prestressed Concrete Tank								
Form, Reinforce & Pour Floor								
4.1	Footings Forms	\$ 46,500.00	\$ -	\$ -		\$ -	0.00%	\$ 46,500.00
4.2	Reinforcing	\$ 108,500.00	\$ -	\$ -		\$ -	0.00%	\$ 108,500.00
4.3	Place Floor/Footing Concrete	\$ 155,000.00	\$ -	\$ -		\$ -	0.00%	\$ 155,000.00
Walls								

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
4.4	Install Beds	\$ 41,400.00	\$ -	\$ -		\$ -	0.00%	\$ 41,400.00
4.5	Form/Reinforce/Pour Panels	\$ 186,000.00	\$ -	\$ -		\$ -	0.00%	\$ 186,000.00
4.6	Erect Panels	\$ 103,400.00	\$ -	\$ -		\$ -	0.00%	\$ 103,400.00
4.7	Joints and Curbs	\$ 41,400.00	\$ -	\$ -		\$ -	0.00%	\$ 41,400.00
4.8	Shotcrete Diaphragm	\$ 41,400.00	\$ -	\$ -		\$ -	0.00%	\$ 41,400.00
Dome								
4.9	Erect Shoring	\$ 74,000.00	\$ -	\$ -		\$ -	0.00%	\$ 74,000.00
4.10	Erect Formwork	\$ 55,500.00	\$ -	\$ -		\$ -	0.00%	\$ 55,500.00
4.11	Reinforcing	\$ 129,400.00	\$ -	\$ -		\$ -	0.00%	\$ 129,400.00
4.12	Place Dome Concrete	\$ 37,000.00	\$ -	\$ -		\$ -	0.00%	\$ 37,000.00
4.13	Remove Formwork	\$ 55,500.00	\$ -	\$ -		\$ -	0.00%	\$ 55,500.00
Prestress								
4.14	Prestress	\$ 86,700.00	\$ -	\$ -		\$ -	0.00%	\$ 86,700.00
4.15	Wire Coat	\$ 36,200.00	\$ -	\$ -		\$ -	0.00%	\$ 36,200.00
4.16	Body Coat	\$ 32,500.00	\$ -	\$ -		\$ -	0.00%	\$ 32,500.00
4.17	Final Coat	\$ 7,300.00	\$ -	\$ -		\$ -	0.00%	\$ 7,300.00
Miscellaneous								
4.18	Tank Pipe, Fittings & Appurtenances	\$ 76,000.00	\$ -	\$ -		\$ -	0.00%	\$ 76,000.00
4.19	Ladder/ Vent/ Hatch/ Misc Metals	\$ 59,000.00	\$ -	\$ -		\$ -	0.00%	\$ 59,000.00
4.20	Paint	\$ 43,000.00	\$ -	\$ -		\$ -	0.00%	\$ 43,000.00
4.21	Mixing System	\$ 38,000.00	\$ -	\$ -		\$ -	0.00%	\$ 38,000.00
Electrical								
5.1	Electrical Work	\$ 335,400.00	\$ -	\$ -	\$ 17,405.00	\$ 17,405.00	5.19%	\$ 317,995.00
Architectual Treatment								
6.1	Install Brick Pilasters	\$ 130,000.00	\$ -	\$ -		\$ -	0.00%	\$ 130,000.00
Approved Project Change Orders								
	Total	\$ 3,480,000.00	\$ -	\$ 175,936.00	\$ 17,405.00	\$ 193,341.00	5.56%	\$ 3,286,659.00

Stored Material Summary

Contractor's Application

For (Contract):	One (1) 2.0 MG Ground Storage Tank						Application Number:		1 (One)	
Application Period:	9/19/2023 to 11/30/2023						Application Date:		12/7/2023	
A	B C			D		E	Subtotal Amount Completed and Stored to Date (D + E)	F		G
Specification Section / Bid Item No.	Supplier Invoice Number	Description of Materials or Equipment Stored	Storage Location	Stored Previously		Amount Stored this Month (\$)		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
				Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/ Year)	Amount (\$)	
5.1	-	THHN Wire	Newton, IA	Nov-2023	\$ -	\$ 17,405.00	\$ 17,405.00			\$ 17,405.00
					\$ -		\$ -			\$ -
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		Totals			\$ -	\$ 17,405.00	\$ 17,405.00		\$ -	\$ 17,405.00

Partial Pay Estimates Paid-to-Date

Contractor's Application

For (Contract):	Grimes Ground Storage Reservoir One (1) 2.0 MG Ground Storage Tank				Application Number:	1 (One)
					Application Date:	12/7/2023
Application Period:	From:	9/19/2023	To:	11/30/2023	Contractor:	Preload LLC 4000 Tower Rd., Louisville, KY 40219

Original Contract Amount: \$ 3,480,000.00

Approved Change Orders:

Number	Date	Amount

Revised Contract Amount: \$ 3,480,000.00

Pay Estimates Paid-to-Date

Pay Estimate Number	Date	Amount
01		

Total Estimates Paid to Date: \$ -

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Total Construction Cost: \$ -



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

11/27/2023

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY PHONE
AssuredPartners Great Plains, LLC
4200 University Ave., Suite 200
West Des Moines, IA 50266-5945

COMPANY
EMCASC0 Insurance Company
P.O. Box 712
Des Moines, IA 50306-0712

License#: 1001000272

FAX No: 515-244-0150 E-MAIL Address: lindsey.gentry@AssuredPartners.com

CODE: SUB CODE:

AGENCY CUSTOMER ID #:

INSURED
Van Maanen Electric, Inc.
500 Iowa Speedway Dr.
Newton IA 50208

LOAN NUMBER

POLICY NUMBER
6X57919

EFFECTIVE DATE
08/01/2023

EXPIRATION DATE
08/01/2024

CONTINUED UNTIL
TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Materials stored at Insured's warehouse

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED BASIC BROAD X SPECIAL

AMOUNT OF INSURANCE DEDUCTIBLE

Building & Contents - Special Cause of Loss - Replacement Cost
Wind and Hail

12,837,000 5,000
10,000

REMARKS (Including Special Conditions)

RE: Stored Materials for the Grimes Ground Storage Reservoir Tank project stored at Van Maanen Warehouse, which is located at 500 Iowa Speedway Drive Newton, IA 50208. Materials being stored valued at \$17,405.00.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS

ADDITIONAL INSURED LENDER'S LOSS PAYABLE LOSS PAYEE
MORTGAGEE

LOAN #

Prelod
4000 Tower Road
Louisville, KY 40219

AUTHORIZED REPRESENTATIVE

ACORD 27 (2016/03)

Material Transfer Form

[illegible]



Grimes
Res
Tank

XR0



Grimes
Res
Tank

Contractor's Application for Payment No.

2 (Two)

Application Period:

12/1/2023

to

12/31/2023

Application Date:

12/27/2023

To (Owner):	City of Grimes, IA 101 NE Harvey Street, Grimes, Iowa 50111	From (Contractor):	Preload LLC 4000 Tower Rd., Louisville, KY 40219	Via (Engineer):	McClure Engineering Co. 1360 NW 121st St, Clive, IA 50325
Owner's DWSRF Number:	FS-77-23-DWSRF-024	Contractor's Contract Number:	23-PD014	Engineer's Contract Number:	211186-040
Project:	Grimes Ground Storage Reservoir		Contract:	One (1) 2.0 MG Ground Storage Tank	

Application For Payment - Change Order Summary

Approved Change Orders

Number	Additions	Deductions
Totals:	\$ -	\$ -

Net Change by
Change Order:

\$ -

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:

[Signature]

Date: 12/27/2023

1. Original Contract Price.....	\$	3,480,000.00
2. Net change by Change Orders.....	\$	-
3. Current Contract Price (Line 1 ± 2).....	\$	3,480,000.00
4. Total Completed and Stored to Date (Column F on Progress Estimate).....	\$	468,094.00
5. Retainage		
a. 5.0% X \$ 450,689.00 Work Completed.....	\$	22,534.45
b. 5.0% X \$ 17,405.00 Stored Material.....	\$	870.25
c. Early Release of Retainage.....	\$	-
d. Total Retainage (Line 5a + Line 5b - Line 5c).....	\$	23,404.70
6. Amount Eligible to Date (Line 4 - Line 5d).....	\$	444,689.30
7. Less Previous Payments (Line 6 from prior Application).....	\$	183,673.95
8. Amount Due This Application.....	\$	261,015.35
9. Balance to Finish, Plus Retainage (Column G on Progress Estimate + Line 5 above).....	\$	3,035,310.70

Payment of: \$261,015.35

(Line 8 or other - attach explanation of the other amount)

is recommended by:

[Signature]

(Engineer)

12/28/2023

(Date)

Payment of:

\$261,015.35

(Line 8 or other - attach explanation of the other amount)

is approved by:

[Signature]

(Owner)

1-3-24

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

Finance Budget Code = 374-810-6499

Vendor # = 4667

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	One (1) 2.0 MG Ground Storage Tank				Application Number:	2 (Two)		
Application Period:	12/1/2023	to	12/31/2023		Application Date:	12/27/2023		
A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
General Requirements								
1.1	Bonds and Insurance	\$ 27,900.00	\$ 28,000.00	\$ -		\$ 28,000.00	100.36%	\$ (100.00)
1.2	Tank Design Drawings and Calculations	\$ 97,200.00	\$ -	\$ -		\$ -	0.00%	\$ 97,200.00
1.3	Tank Crew Mobilization	\$ 256,100.00	\$ -	\$ -		\$ -	0.00%	\$ 256,100.00
1.4	Mobilization	\$ 112,000.00	\$ 27,900.00	\$ -		\$ 27,900.00	24.91%	\$ 84,100.00
Sitework								
2.1	Clear and Grub Site	\$ 8,000.00	\$ 8,000.00	\$ -		\$ 8,000.00	100.00%	\$ -
2.2	SWPPP Management	\$ 14,300.00	\$ 4,004.00	\$ -		\$ 4,004.00	28.00%	\$ 10,296.00
2.3	Silt Fence Install/Removal	\$ 10,600.00	\$ 6,042.00	\$ -		\$ 6,042.00	57.00%	\$ 4,558.00
2.4	Install/Remove Construction Entrance	\$ 6,100.00	\$ -	\$ -		\$ -	0.00%	\$ 6,100.00
2.5	Relocate Existing Stock Pile and Site Grading	\$ 145,700.00	\$ 101,990.00	\$ -		\$ 101,990.00	70.00%	\$ 43,710.00
2.6	Tank Excavation	\$ 125,200.00	\$ -	\$ -		\$ -	0.00%	\$ 125,200.00
2.7	Tank Structural Backfill Price Adjustment No.1 (35/CY)	\$ 52,000.00	\$ -	\$ -		\$ -	0.00%	\$ 52,000.00
2.8	Tank Laydown Area, Crane Pads, and Panel Beds	\$ 250,500.00	\$ -	\$ -		\$ -	0.00%	\$ 250,500.00
2.9	Access Road Subgrade Improvements	\$ 31,500.00	\$ -	\$ -		\$ -	0.00%	\$ 31,500.00
2.10	7" PCC Driveway	\$ 35,000.00	\$ -	\$ -		\$ -	0.00%	\$ 35,000.00
2.11	Final Grading	\$ 25,800.00	\$ -	\$ -		\$ -	0.00%	\$ 25,800.00
2.12	Seeding	\$ 22,600.00	\$ -	\$ -		\$ -	0.00%	\$ 22,600.00
Utility Work								
3.1	Provide and Install 16" DIP Inlet Piping	\$ 106,500.00	\$ -	\$ 91,590.00		\$ 91,590.00	86.00%	\$ 14,910.00
3.2	Provide and Install 24" DIP Inlet/Outlet Piping	\$ 215,300.00	\$ -	\$ 178,699.00		\$ 178,699.00	83.00%	\$ 36,601.00
3.3	Storm Sewer Work	\$ 18,600.00	\$ -	\$ 4,464.00		\$ 4,464.00	24.00%	\$ 14,136.00
Prestressed Concrete Tank								
Form, Reinforce & Pour Floor								
4.1	Footing Forms	\$ 46,500.00	\$ -	\$ -		\$ -	0.00%	\$ 46,500.00
4.2	Reinforcing	\$ 108,500.00	\$ -	\$ -		\$ -	0.00%	\$ 108,500.00
4.3	Place Floor/Footing Concrete	\$ 155,000.00	\$ -	\$ -		\$ -	0.00%	\$ 155,000.00

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
Walls								
4.4	Install Beds	\$ 41,400.00	\$ -	\$ -		\$ -	0.00%	\$ 41,400.00
4.5	Form/Reinforce/Pour Panels	\$ 186,000.00	\$ -	\$ -		\$ -	0.00%	\$ 186,000.00
4.6	Erect Panels	\$ 103,400.00	\$ -	\$ -		\$ -	0.00%	\$ 103,400.00
4.7	Joints and Curbs	\$ 41,400.00	\$ -	\$ -		\$ -	0.00%	\$ 41,400.00
4.8	Shotcrete Diaphragm	\$ 41,400.00	\$ -	\$ -		\$ -	0.00%	\$ 41,400.00
Dome								
4.9	Erect Shoring	\$ 74,000.00	\$ -	\$ -		\$ -	0.00%	\$ 74,000.00
4.10	Erect Formwork	\$ 55,500.00	\$ -	\$ -		\$ -	0.00%	\$ 55,500.00
4.11	Reinforcing	\$ 129,400.00	\$ -	\$ -		\$ -	0.00%	\$ 129,400.00
4.12	Place Dome Concrete	\$ 37,000.00	\$ -	\$ -		\$ -	0.00%	\$ 37,000.00
4.13	Remove Formwork	\$ 55,500.00	\$ -	\$ -		\$ -	0.00%	\$ 55,500.00
Prestress								
4.14	Prestress	\$ 86,700.00	\$ -	\$ -		\$ -	0.00%	\$ 86,700.00
4.15	Wire Coat	\$ 36,200.00	\$ -	\$ -		\$ -	0.00%	\$ 36,200.00
4.16	Body Coat	\$ 32,500.00	\$ -	\$ -		\$ -	0.00%	\$ 32,500.00
4.17	Final Coat	\$ 7,300.00	\$ -	\$ -		\$ -	0.00%	\$ 7,300.00
Miscellaneous								
4.18	Tank Pipe, Fittings & Appurtenances	\$ 76,000.00	\$ -	\$ -		\$ -	0.00%	\$ 76,000.00
4.19	Ladder/ Vent/ Hatch/ Misc Metals	\$ 59,000.00	\$ -	\$ -		\$ -	0.00%	\$ 59,000.00
4.20	Paint	\$ 43,000.00	\$ -	\$ -		\$ -	0.00%	\$ 43,000.00
4.21	Mixing System	\$ 38,000.00	\$ -	\$ -		\$ -	0.00%	\$ 38,000.00
Electrical								
5.1	Electrical Work	\$ 335,400.00	\$ -	\$ -	\$ 17,405.00	\$ 17,405.00	5.19%	\$ 317,995.00
Architectual Treatment								
6.1	Install Brick Pilasters	\$ 130,000.00	\$ -	\$ -		\$ -	0.00%	\$ 130,000.00
Approved Project Change Orders								
	Total	\$ 3,480,000.00	\$ 175,936.00	\$ 274,753.00	\$ 17,405.00	\$ 468,094.00	13.45%	\$ 3,011,906.00

Stored Material Summary

Contractor's Application

For (Contract):	One (1) 2.0 MG Ground Storage Tank						Application Number:	2 (Two)		
Application Period:	12/1/2023 to 12/31/2023						Application Date:	12/27/2023		
A	B C			D		E	Subtotal Amount Completed and Stored to Date (D + E)	F		G
Specification Section / Bid Item No.	Supplier Invoice Number	Description of Materials or Equipment Stored	Storage Location	Stored Previously		Amount Stored this Month (\$)		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
				Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/ Year)	Amount (\$)	
5.1	-	THHN Wire	Newton, IA	Nov-2023	\$ 17,405.00	\$ -	\$ 17,405.00			\$ 17,405.00
					\$ -		\$ -			\$ -
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		Totals			\$ 17,405.00	\$ -	\$ 17,405.00		\$ -	\$ 17,405.00

Partial Pay Estimates Paid-to-Date

Contractor's Application

For (Contract):	Grimes Ground Storage Reservoir One (1) 2.0 MG Ground Storage Tank				Application Number:	2 (Two)
					Application Date:	12/27/2023
Application Period:	From:	12/1/2023	To:	12/31/2023	Contractor:	Preload LLC 4000 Tower Rd., Louisville, KY 40219

Original Contract Amount: \$ 3,480,000.00

Approved Change Orders:

Number	Date	Amount

Revised Contract Amount: \$ 3,480,000.00

Pay Estimates Paid-to-Date

Pay Estimate Number	Date	Amount
01	12/12/2023	\$ 183,673.95

Total Estimates Paid to Date: \$ 183,673.95

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Total Construction Cost: \$ 183,673.95

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW 19th Street Water Transmission Main
Contractor: Rognes Corporation
Address: 1609 N Ankeny Blvd ste 210
Finance Budget Code: 374-810-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: July 25th, 2023 **Vendor #** 2363

Date of Council Meeting: December 26, 2023 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: November 1, 2023 Through: November 30, 2023

Contract Summary

Original Contract Amount:	\$	1,734,626.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	1,734,626.00	
Total completed and stored to date:	\$	1,143,795.84	
Retainage: 5 % of Completed Work:	\$	57,189.79	
Total Earned less Retainage:	\$	1,086,606.05	
Less previous applications for payment:	\$	-	
SUBTOTAL	\$		1,086,606.05

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,086,606.05

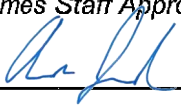
Balance to finish, including retainage: \$ 648,019.95

Contract Time Remaining (If applicable) 213.00 CALENDAR DAYS

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

Construction Contractor Approval: Rognes Corporation
Signature:  Firm Name: _____ Date: 12/12/21

Engineer / Consultant Approval:
Signature: _____ Firm Name: _____ Date: _____

City of Grimes Staff Approval:
Signature:  Date: 12/12/23

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	ITEM CODE	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	2010	TOPSOIL, ON-SITE	CY	2,530.00		2,530.00	\$ 8.00	\$ 20,240.00	2,530.00	\$ 20,240.00	\$ -	\$ 20,240.00	-	100.00%
2	3010	TRENCH FOUNDATION	TON	170.00		170.00	\$ 45.00	\$ 7,650.00	-	\$ -	\$ -	\$ -	170.00	0.00%
3	3010	REPLACEMENT UNSUITABLE BACKFILL	CY	200.00		200.00	\$ 20.00	\$ 4,000.00	-	\$ -	\$ -	\$ -	200.00	0.00%
4	5010	WATERMAIN TRENCH, DIP, CL 52 ZINC COATING 24IN	LF	5,160.00		5,160.00	\$ 200.00	\$ 1,032,000.00	217.00	\$ 43,400.00	\$ 814,166.00	\$ 857,566.00	4,943.00	4.21%
5	5010	WATER MAIN, TRENCHED, PVC, DR-18, 16IN	LF	1,280.00		1,280.00	\$ 130.00	\$ 166,400.00	-	\$ -	\$ -	\$ -	1,280.00	0.00%
6	5010	WATER MAIN, TRENCHED, PVC, DR-18, 12IN	LF	40.00		40.00	\$ 107.00	\$ 4,280.00	-	\$ -	\$ 1,743.03	\$ 1,743.20	40.00	0.00%
7	5010	WATER MAIN, TRENCHED, RJ DIP, CLASS 52 W/ ZINC COATING 24IN	LF	260.00		260.00	\$ 302.00	\$ 78,520.00	72.00	\$ 21,744.00	\$ 39,356.64	\$ 61,100.64	188.00	27.69%
8	5010	WATER MAIN, TRENCHED, RJ PVC, DR-18, 16 IN	LF	80.00		80.00	\$ 145.00	\$ 11,600.00	-	\$ -	\$ 7,229.70	\$ 7,229.70	80.00	0.00%
9	5010	WATER MAIN, TRENCHLESS, RJ PVC, DR-18, W/ STEEL CASING 24 IN	LF	100.00		100.00	\$ 957.00	\$ 95,700.00	-	\$ -	\$ 27,934.83	\$ 27,935.00	100.00	0.00%
10	5010	FITTING, DUCTILE IRON, BEND, 45-DEG 24 IN	EA	2.00		2.00	\$ 7,565.00	\$ 15,130.00	2.00	\$ 15,130.00	\$ -	\$ 15,130.00	-	100.00%
11	5010	FITTING, DUCTILE IRON, CAP, 24 IN	EA	1.00		1.00	\$ 4,175.00	\$ 4,175.00	-	\$ -	\$ 1,169.00	\$ 1,169.00	1.00	0.00%
12	5010	FITTING, DUCTILE IRON, REDUCER, 24 IN. X	EA	1.00		1.00	\$ 3,535.00	\$ 3,535.00	1.00	\$ 3,535.00	\$ -	\$ 3,535.00	-	100.00%
13	5010	FITTING, DUCTILE IRON, SLEEVE, 16 IN.	EA	1.00		1.00	\$ 2,545.00	\$ 2,545.00	-	\$ -	\$ 890.75	\$ 890.75	1.00	0.00%
14	5010	FITTING, DUCTILE IRON, SLEEVE, 12 IN	EA	2.00		2.00	\$ 1,290.00	\$ 2,580.00	-	\$ -	\$ 735.30	\$ 736.00	2.00	0.00%
15	5010	FITTING, DUCTILE IRON, TEE, 24 IN. X 16 IN	EA	1.00		1.00	\$ 10,130.00	\$ 10,130.00	-	\$ -	\$ 3,748.10	\$ 3,748.10	1.00	0.00%
16	5010	FITTING, DUCTILE IRON, TEE, 12 IN. X 12 IN.	EA	1.00		1.00	\$ 2,685.00	\$ 2,685.00	-	\$ -	\$ 724.95	\$ 724.95	1.00	0.00%
17	5020	VALVE, BUTTERFLY, 24 IN	EA	5.00		5.00	\$ 19,020.00	\$ 95,100.00	-	\$ -	\$ 76,080.00	\$ 76,080.00	5.00	0.00%
18	5020	VALVE, BUTTERFLY, 16 IN.	EA	1.00		1.00	\$ 10,610.00	\$ 10,610.00	-	\$ -	\$ 9,655.10	\$ 9,655.10	1.00	0.00%
19	5020	VALVE, GATE, 12 IN.	EA	1.00		1.00	\$ 3,915.00	\$ 3,915.00	1.00	\$ 3,915.00	\$ -	\$ 3,915.00	-	100.00%
20	5020	FIRE HYDRANT ASSEMBLY	EA	5.00		5.00	\$ 11,910.00	\$ 59,550.00	1.00	\$ 11,910.00	\$ 25,487.40	\$ 37,397.40	4.00	20.00%
21	7040	FULL DEPTH PATCHES, PCC, 8 IN	SY	6.00		6.00	\$ 371.00	\$ 2,226.00	-	\$ -	\$ -	\$ -	6.00	0.00%
22	8030	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$ 16,840.00	\$ 16,840.00	-	\$ -	\$ -	\$ -	1.00	0.00%
23	9010	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC, TYPE 3	AC	2.40		2.40	\$ 5,510.00	\$ 13,224.00	-	\$ -	\$ -	\$ -	2.40	0.00%
24	9040	SWPPP MANAGEMENT	LS	1.00		1.00	\$ 12,710.00	\$ 12,710.00	-	\$ -	\$ -	\$ -	1.00	0.00%
25	9040	WATTLE, 12 IN	LF	800.00		800.00	\$ 4.00	\$ 3,200.00	-	\$ -	\$ -	\$ -	800.00	0.00%
26	9040	WATTLE, REMOVAL	LF	800.00		800.00	\$ 1.00	\$ 800.00	-	\$ -	\$ -	\$ -	800.00	0.00%
27	9040	SILT FENCE/SILT FENCE DITCH CHECK	LF	6,600.00		6,600.00	\$ 2.00	\$ 13,200.00	-	\$ -	\$ -	\$ -	6,600.00	0.00%
28	9040	SILT FENCE/SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	6,600.00		6,600.00	\$ 0.30	\$ 1,980.00	-	\$ -	\$ -	\$ -	6,600.00	0.00%
29	9040	SILT FENCE/SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	6,600.00		6,600.00	\$ 0.30	\$ 1,980.00	-	\$ -	\$ -	\$ -	6,600.00	0.00%
30	9040	EROSION CONTROL MULCHING, HYDROMULCHING, TYPE 5	AC	2.40		2.40	\$ 3,390.00	\$ 8,136.00	-	\$ -	\$ -	\$ -	2.40	0.00%
31	11020	MOBILIZATION	LS	1.00		1.00	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	\$ -	\$ 15,000.00	-	100.00%
32	11020	CONCRETE WASHOUT PITS	EA	1.00		1.00	\$ 4,765.00	\$ 4,765.00	-	\$ -	\$ -	\$ -	1.00	0.00%
33	SP	CONNECT TO EXISTING WATER MAIN	EA	2.00		2.00	\$ 5,110.00	\$ 10,220.00	-	\$ -	\$ -	\$ -	2.00	0.00%
Change Order Item														
CO1						-		\$ -		\$ -			-	0.00%
CO2						-		\$ -		\$ -			-	0.00%
CO3						-		\$ -		\$ -			-	0.00%
CO4						-		\$ -		\$ -			-	0.00%
CO5						-		\$ -		\$ -			-	0.00%
CO6						-		\$ -		\$ -			-	0.00%
CO7						-		\$ -		\$ -			-	0.00%
CO8						-		\$ -		\$ -			-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 1,734,626.00

\$ 1,143,795.84

65.94%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ -

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	July 25, 2023
Original Contract Time:	341.00
Added by Change Order:	
Contract Time to Date:	341.00
Time Used to Date:	128.00
Contract Time Remaining:	213.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

STORED MATERIALS COST

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	PROPOSED STORED VALUE	QUANTITY CHANGE - 1	QUANTITY CHANGE - 2	TOTAL VALUE	UNIT PRICE	EQUIVALENT UNIT AMOUNT	REMAINING EQUIVALENT AMOUNT	VALUE OF STORED MATERIALS REMAINING	PERCENT REMAINING
1	TOPSOIL, ON-SITE	CY				\$ -	\$ 8.00	0.00	0.00	\$ -	0.00%
2	TRENCH FOUADATION	TON				\$ -	\$ 45.00	0.00	0.00	\$ -	0.00%
3	REPLACEMENT UNSUITABLE BACKFILL	CY				\$ -	\$ 20.00	0.00	0.00	\$ -	0.00%
4	WATERMAIN TRENCH, DIP, CL 52 ZINC COATING 24IN	LF	\$857,566.00			\$857,566.00	\$ 200.00	4287.83	4,070.83	\$ 814,166.00	94.94%
5	WATER MAIN, TRENCHED, PVC, DR-18, 16IN	LF				\$ -	\$ 130.00	0.00	0.00	\$ -	0.00%
6	WATER MAIN, TRENCHED, PVC, DR-18, 12IN	LF	\$ 1,743.20			\$ 1,743.20	\$ 107.00	16.29	16.29	\$ 1,743.03	99.99%
7	WATER MAIN, TRENCHED, RJ DIP, CLASS 52 W/ ZINC COATING 24IN	LF	\$61,100.00			\$61,100.00	\$ 302.00	202.32	130.32	\$ 39,356.64	64.41%
8	WATER MAIN, TRENCHED, RJ PVC, DR-18, 16 IN	LF	\$ 7,229.60			\$ 7,229.60	\$ 145.00	49.86	49.86	\$ 7,229.70	100.00%
9	WATER MAIN, TRENCHLESS, RJ PVC, DR-18, W/ STEEL CASING 24 IN	LF	\$27,935.00			\$27,935.00	\$ 957.00	29.19	29.19	\$ 27,934.83	100.00%
10	FITTING, DUCTILE IRON, BEND, 45-DEG 24 IN	EA	\$ 4,424.00			\$ 4,424.00	\$ 7,565.00	0.58	0.00	\$ -	0.00%
11	FITTING, DUCTILE IRON, CAP, 24 IN	EA	\$ 1,155.00			\$ 1,155.00	\$ 4,175.00	0.28	0.28	\$ 1,169.00	101.21%
12	FITTING, DUCTILE IRON, REDUCER, 24 IN. X 12 IN.	EA	\$ 1,789.00			\$ 1,789.00	\$ 3,535.00	0.51	0.00	\$ -	0.00%
13	FITTING, DUCTILE IRON, SLEEVE, 16 IN.	EA	\$ 881.00			\$ 881.00	\$ 2,545.00	0.35	0.35	\$ 890.75	101.11%
14	FITTING, DUCTILE IRON, SLEEVE, 12 IN	EA	\$ 736.00			\$ 736.00	\$ 1,290.00	0.57	0.57	\$ 735.30	99.90%
15	FITTING, DUCTILE IRON, TEE, 24 IN. X 16 IN	EA	\$ 3,731.00			\$ 3,731.00	\$10,130.00	0.37	0.37	\$ 3,748.10	100.46%
16	FITTING, DUCTILE IRON, TEE, 12 IN. X 12 IN.	EA	\$ 719.00			\$ 719.00	\$ 2,685.00	0.27	0.27	\$ 724.95	100.83%
17	VALVE, BUTTERFLY, 24 IN	EA	\$76,056.70			\$76,056.70	\$19,020.00	4.00	4.00	\$ 76,080.00	100.03%
18	VALVE, BUTTERFLY, 16 IN.	EA	\$ 9,641.34			\$ 9,641.34	\$10,610.00	0.91	0.91	\$ 9,655.10	100.14%
19	VALVE, GATE, 12 IN.	EA	\$ 3,281.34			\$ 3,281.34	\$ 3,915.00	0.84	0.00	\$ -	0.00%
20	FIRE HYDRANT ASSEMBLY	EA	\$37,377.70			\$37,377.70	\$11,910.00	3.14	2.14	\$ 25,487.40	68.19%
21	FULL DEPTH PATCHES, PCC, 8 IN	SY				\$ -	\$ 371.00	0.00	0.00	\$ -	0.00%
22	TEMPORARY TRAFFIC CONTROL	LS				\$ -	\$16,840.00	0.00	0.00	\$ -	0.00%
23	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC, TYPE 3	AC				\$ -	\$ 5,510.00	0.00	0.00	\$ -	0.00%
24	SWPPP MANAGEMENT	LS				\$ -	\$12,710.00	0.00	0.00	\$ -	0.00%
25	WATTLE, 12 IN	LF				\$ -	\$ 4.00	0.00	0.00	\$ -	0.00%
26	WATTLE, REMOVAL	LF				\$ -	\$ 1.00	0.00	0.00	\$ -	0.00%
27	SILT FENCE/SILT FENCE DITCH CHECK	LF				\$ -	\$ 2.00	0.00	0.00	\$ -	0.00%
28	SILT FENCE/SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF				\$ -	\$ 0.30	0.00	0.00	\$ -	0.00%
29	SILT FENCE/SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF				\$ -	\$ 0.30	0.00	0.00	\$ -	0.00%
30	EROSION CONTROL MULCHING, HYDROMULCHING, TYPE 5	AC				\$ -	\$ 3,390.00	0.00	0.00	\$ -	0.00%
31	MOBILIZATION	LS				\$ -	\$15,000.00	0.00	0.00	\$ -	0.00%
32	CONCRETE WASHOUT PITS	EA				\$ -	\$ 4,765.00	0.00	0.00	\$ -	0.00%
33	CONNECT TO EXISTING WATER MAIN	EA				\$ -	\$ 5,110.00	0.00	0.00	\$ -	0.00%
	Change Order Item										
1						\$ -	\$ -				0.00%
2						\$ -	\$ -				0.00%
3						\$ -	\$ -				0.00%
4						\$ -	\$ -				0.00%
5						\$ -	\$ -				0.00%
6						\$ -	\$ -				0.00%
7						\$ -	\$ -				0.00%
8						\$ -	\$ -				0.00%

TOTAL VALUE OF STORED MATERIALS AND VALUE OF STORED
MATERIALS REMAINING TO DATE

\$ 1,095,365.88

\$ 1,008,920.80 92.11%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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: January 9, 2024 **PAYMENT REQUEST #** 15
PAYMENT PERIOD: From: November 30, 2023 Through: December 29, 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:	\$	8,283,227.00	
Retainage: 5 % of Completed Work:	\$	414,161.35	
Total Earned less Retainage:	\$	7,869,065.65	
Less previous applications for payment:	\$	7,839,766.20	
SUBTOTAL	\$	29,299.45	
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	29,299.45	
Balance to finish, including retainage:	\$	428,973.35	

Contract Time Remaining (If applicable) (42.00) 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: Warren Rognes Date: 1-02-24

Engineer / Consultant Approval: Veenstra & Kimm, Inc.
Firm Name
Signature: John M. Veenstra Date: 1-02-2024

City of Grimes Staff Approval: Matt Ahrens
Signature Date: 1-4-24

City of Grimes Council Approval: Council 1-9-24
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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

[illegible]

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 8,298,039.00

\$ 8,283,227.00

99.82%

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
12	October 10, 2023	\$ 110,381.11
13	November 14, 2023	\$ 93,682.84
14	December 12, 2023	\$ 97,031.90
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Previous Applications for Payment

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TOTAL **\$ 7,839,766.20**

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:	108.00
Contract Time to Date:	619.00
Time Used to Date:	661.00
Contract Time Remaining:	(42.00)

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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: January 9, 2024 **PAYMENT REQUEST #** 22
PAYMENT PERIOD: From: December 1, 2023 Through: December 31, 2023

Contract Summary

Original Contract Amount:	\$	8,068,100.00	
Net change by Change Orders:	\$	188,153.78	
Contract Amount to Date: (line 1 ± 2)	\$	8,256,253.78	
Total completed and stored to date:	\$	8,130,998.93	
Retainage: 5 % of Completed Work:	\$	406,549.95	
Total Earned less Retainage:	\$	7,724,448.98	
Less previous applications for payment:	\$	7,607,517.83	
SUBTOTAL	\$	116,931.15	
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	116,931.15	
Balance to finish, including retainage:	\$	531,804.80	

Contract Time Remaining (If applicable) (9.00) 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 1/2/2024

Engineer / Consultant Approval: Veenstra & Kimm, Inc.
Firm Name
Signature
Date 1-02-2024

City of Grimes Staff Approval: Matt Ahrens
Signature
Date 1-4-24

City of Grimes Council Approval: Council 1-9-24
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

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	99%	\$ 540,540.00	1%	99.00%
5	Site Utilities	LS	1.00		1.00	\$ 1,104,000.00	\$ 1,104,000.00	99%	\$ 1,092,960.00	1%	99.00%
6	Site Concrete	LS	1.00		1.00	\$35,000.00	\$ 35,000.00	10%	\$ 3,500.00	90%	10.00%
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	100%	\$ 40,200.00	0%	100.00%
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	100%	\$ 18,250.00	0%	100.00%
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	100%	\$ 25,000.00	0%	100.00%
16	Specialties	LS	1.00		1.00	\$ 1,800.00	\$ 1,800.00	100%	\$ 1,800.00	0%	100.00%
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	100%	\$ 329,460.00	0%	100.00%
24	Electrical	LS	1.00		1.00	\$985,097.00	\$ 985,097.00	95%	\$ 935,842.15	5%	95.00%
25	CO #1 Additional Fencing	LS		1.00	1.00	\$ 2,493.33	\$ 2,493.33	1.00	\$ 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	1.00	\$ 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	1.00	\$ 4,884.00	-	100.00%
28	CO 3.1 Dewatering of the Pump Station Excavation	LS		1.00	1.00	\$92,000.00	\$ 92,000.00	1.00	\$ 92,000.00	-	100.00%
29	CO 3.2 Primary Power Conduit Extension	LS		1.00	1.00	\$11,001.73	\$ 11,001.73	1.00	\$ 11,001.73	-	100.00%
30	CO 3.3 Transformer Conduit & Conductor Extension	LS		1.00	1.00	\$16,445.36	\$ 16,445.36	1.00	\$ 16,445.36	-	100.00%
31	CO 3.4 Install Supports for Pump Discharge Pipes	LS		1.00	1.00	\$ 6,431.24	\$ 6,431.24	1.00	\$ 6,431.24	-	100.00%
32	CO 3.5 Install Supports for Discharge Valves	LS		1.00	1.00	\$ 6,398.69	\$ 6,398.69	1.00	\$ 6,398.69	-	100.00%
33	CO 3.6 Bypass Pumping	LS		1.00	1.00	\$28,000.00	\$ 28,000.00		\$ -	1.00	0.00%
34	CO 3.7 Fiberglass Grating in Front of Bar Screens	LS		1.00	1.00	\$ 8,135.56	\$ 8,135.56	1.00	\$ 8,135.56	-	100.00%
35	CO 3.8 Change Finish on Doors to Match Water Plant	LS		1.00	1.00	\$ 1,323.87	\$ 1,323.87	1.00	\$ 1,323.87	-	100.00%
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TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 8,256,253.78

\$ 8,130,998.93

98.48%

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
19	October 10, 2023	\$ 229,922.50
20	November 14, 2023	\$ 190,056.93
21	December 12, 2023	\$ 112,363.44
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Previous Applications for Payment

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TOTAL **\$ 7,607,517.83**

Record of Change Orders

No.	Date	Amount
1	December 13, 2022	\$ 2,493.33
2	April 11, 2023	\$ 15,924.00
3	October 24, 2023	\$ 169,736.45
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TOTAL **\$ 188,153.78**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	January 25, 2022
Original Contract Time:	583.00
Added by Change Order:	113.00
Contract Time to Date:	696.00
Time Used to Date:	705.00
Contract Time Remaining:	(9.00)

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: January 9, 2024 **PAYMENT REQUEST #** 21
PAYMENT PERIOD: From: November 30, 2023 Through: December 29, 2023

Contract Summary

Original Contract Amount:	\$	12,675,000.00	
Net change by Change Orders:	\$	407,327.39	
Contract Amount to Date: (line 1 ± 2)	\$	13,082,327.39	
Total completed and stored to date:	\$	13,082,327.39	
Retainage: 5 % of Completed Work:	\$	20,000.00	
Total Earned less Retainage:	\$	13,062,327.39	
Less previous applications for payment:	\$	12,909,667.39	
SUBTOTAL	\$		152,660.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 152,660.00

Balance to finish, including retainage: \$ 20,000.00

Contract Time Remaining (If applicable) Working Days

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

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

Signature

Firm Name

12/29/2023

Date

Engineer / Consultant Approval: Veenstra & Kimm, Inc.

Signature

Firm Name

12-29-2023

Date

City of Grimes Staff Approval:

Signature

1-4-24

Date

City of Grimes Council Approval: Council 1-9-24

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

CONTRACT PRICE DETAIL											
ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	60" Sanitary in Open Cut	LF	1,744.00		1,744.00	\$ 660.25	\$ 1,151,476.00	1,744.00	\$ 1,151,476.00	-	100.00%
2	54" Sanitary in Open Cut	LF	9,729.00		9,729.00	\$ 679.75	\$ 6,613,287.75	9,729.00	\$ 6,613,287.75	-	100.00%
3	48" Sanitary in Open Cut	LF	55.00	10.00	65.00	\$ 1,200.00	\$ 78,000.00	65.00	\$ 78,000.00	-	100.00%
4	36" Sanitary in Open Cut	LF	33.00		33.00	\$ 1,400.00	\$ 46,200.00	33.00	\$ 46,200.00	-	100.00%
5	36" DI Sanitary Sewer in Open Cut	LF	30.00		30.00	\$ 1,500.00	\$ 45,000.00	30.00	\$ 45,000.00	-	100.00%
6	24" DI Sanitary Sewer in Open Cut	LF	20.00		20.00	\$ 1,252.00	\$ 25,040.00	20.00	\$ 25,040.00	-	100.00%
7	8" DI Sanitary Sewer in Open Cut	LF	20.00		20.00	\$ 900.00	\$ 18,000.00	20.00	\$ 18,000.00	-	100.00%
8	54" Sanitary Tunneled	LF	656.00	13.00	669.00	\$ 2,200.00	\$ 1,471,800.00	669.00	\$ 1,471,800.00	-	100.00%
9	Manhole - 120"	EA	1.00	(1.00)	-	\$ 1.00	\$ -	-	\$ -	-	0.00%
10	Manhole - 96"	EA	4.00	(2.00)	2.00	\$50,000.00	\$ 100,000.00	2.00	\$ 100,000.00	-	100.00%
11	Manhole - 84"	EA	35.00	(28.00)	7.00	\$33,510.00	\$ 234,570.00	7.00	\$ 234,570.00	-	100.00%
12	Storm Sewer - 48" RCP	LF	30.00		30.00	\$ 800.00	\$ 24,000.00	30.00	\$ 24,000.00	-	100.00%
13	Storm Sewer - 24" RCP	LF	60.00	(30.00)	30.00	\$ 250.00	\$ 7,500.00	30.00	\$ 7,500.00	-	100.00%
14	Storm Sewer - 18" RCP	LF	90.00	28.00	118.00	\$ 180.00	\$ 21,240.00	118.00	\$ 21,240.00	-	100.00%
15	Storm Sewer - 15" RCP	LF	30.00	96.00	126.00	\$ 150.00	\$ 18,900.00	126.00	\$ 18,900.00	-	100.00%
16	Storm Sewer - 12" RCP	LF	30.00	2.00	32.00	\$ 105.00	\$ 3,360.00	32.00	\$ 3,360.00	-	100.00%
17	6" Tile with Sock	LF	18,900.00	4,000.00	22,900.00	\$ 19.00	\$ 435,100.00	22,900.00	\$ 435,100.00	-	100.00%
18	6" PCC Trail	SY	8,148.00	80.00	8,228.00	\$ 65.00	\$ 534,820.00	8,228.00	\$ 534,820.00	-	100.00%
19	Granular Surfacing	SY	362.00	(94.00)	268.00	\$ 25.00	\$ 6,700.00	268.00	\$ 6,700.00	-	100.00%
20	Steel Sheet piling	SF	7,900.00		7,900.00	\$ 35.00	\$ 276,500.00	7,900.00	\$ 276,500.00	-	100.00%
21	Rip-Rap	TON	1,350.00	1.49	1,351.49	\$ 70.00	\$ 94,604.30	1,351.49	\$ 94,604.30	-	100.00%
22	Stabilizing Material	TON	200.00	666.23	866.23	\$ 44.85	\$ 38,850.42	866.23	\$ 38,850.42	-	100.00%
23	Erosion Control	LS	1.00		1.00	\$100,000.00	\$ 100,000.00	100.0%	\$ 100,000.00	0.0%	100.00%
24	Seeding	ACRE	25.00	4.27	29.27	\$ 2,500.00	\$ 73,175.00	29.27	\$ 73,175.00	-	100.00%
25	Clearing and Grubbing	LS	1.00		1.00	\$150,000.00	\$ 150,000.00	100%	\$ 150,000.00	0.0%	100.00%
26	Traffic Control	LS	1.00		1.00	\$20,000.00	\$ 20,000.00	100%	\$ 20,000.00	0.0%	100.00%
27	54" Base FRP Manholes	EA	27.00	(2.00)	25.00	\$40,000.00	\$ 1,000,000.00	25.00	\$ 1,000,000.00	-	100.00%
28	60" Base FRP Manholes	EA	5.00	(1.00)	4.00	\$39,000.00	\$ 156,000.00	4.00	\$ 156,000.00	-	100.00%
29	Remove Trees Brookview	LS		1.00	1.00	\$ 2,200.00	\$ 2,200.00	1.00	\$ 2,200.00	-	100.00%
30	Aurora Rock Obstruction	LS		1.00	1.00	\$17,763.77	\$ 17,763.77	1.00	\$ 17,763.77	-	100.00%
31	Intake Remove and Replace Station 15+65 Left	LS		2.00	2.00	\$ 5,885.00	\$ 11,770.00	2.00	\$ 11,770.00	-	100.00%
32	Remove and Replace Sewer Line and Cleanout	LS									

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	March 8, 2022	\$ 97,850.00
2	April 12, 2022	\$ 76,000.00
3	June 28, 2022	\$ 319,396.14
4	July 12, 2022	\$1,149,935.40
5	August 9, 2022	\$1,356,953.99
6	September 13, 2022	\$1,721,837.63
7	October 11, 2022	\$1,680,563.57
8	November 15, 2022	\$ 828,385.59
9	December 13, 2022	\$1,143,666.61
10	January 10, 2023	\$ 819,078.72
11	February 14, 2023	\$ 546,778.32
12	March 14, 2023	\$ 680,294.31
13	April 11, 2023	\$ 572,937.88
14	May 9, 2023	\$ 601,402.36
15	June 13, 2023	\$ 608,123.28
16	July 11, 2023	\$ 104,834.79
17	August 8, 2023	\$ 41,154.47
18	September 12, 2023	\$ 33,947.36
19	October 24, 2023	\$ 407,586.97
20	December 12, 2023	\$ 118,940.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **\$ 12,909,667.39**

Record of Change Orders

No.	Date	Amount
1	March 22, 2022	\$ (84,666.25)
2	January 24, 2023	\$ 276,896.19
3	October 10, 2023	\$ 42,442.73
4	December 12, 2023	\$ 172,654.72
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TOTAL **\$ 407,327.39**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	December 14, 2021
Original Contract Time:	534.00
Added by Change Order:	
Contract Time to Date:	534.00
Time Used to Date:	728.00
Contract Time Remaining:	

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: January 23, 2024 **PAYMENT REQUEST #** 5 (Retainage)
PAYMENT PERIOD: From: August 23, 2023 Through: November 6, 2023

Contract Summary

Original Contract Amount:	\$	571,751.58	
Net change by Change Orders:	\$	(7,450.09)	
Contract Amount to Date: (line 1 ± 2)	\$	564,301.49	
Total completed and stored to date:	\$	564,301.49	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	564,301.49	
Less previous applications for payment:	\$	536,086.42	
SUBTOTAL	\$		28,215.07

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 28,215.07

Balance to finish, including retainage: \$ -

Contract Time Remaining (If applicable) 8.00 CALENDAR DAYS

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

Construction Contractor Approval: Des Moines Asphalt and Paving

Brian Beard
Signature

12/20/2023
Date

Engineer / Consultant Approval:
Firm Name

Signature

Date

City of Grimes Staff Approval:
[Signature]
Signature

12/20/23
Date

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	VALUE OF STORED MATERIALS REMAINING	TOTAL COMPLETED WORK AND STORED MATERIALS	REMAINING QUANTITY	PERCENT COMPLETE
1	HMA OVERLAY, 3 INCH, STANDARD TRAFFIC (ST) SURFACE, 1/2 INCH, PG 58-28S	TON	2,910.00	(430.22)	2,479.78	\$ 95.00	\$ 235,579.10	2,479.78	\$ 235,579.10	\$ -	\$ 235,579.10	-	100.00%
2	GRANULAR SHOULDER (DOT "GRANULAR SHOULDERS", TYPE B 2121-7425020)	TON	292.00	20.28	312.28	\$ 58.00	\$ 18,112.24	312.28	\$ 18,112.24	\$ -	\$ 18,112.24	-	100.00%
3	FULL DEPTH PATCHES, M-4 MIX, 7" MINIMUM	SY	539.00	(250.00)	289.00	\$ 92.50	\$ 26,732.50	289.00	\$ 26,732.50	\$ -	\$ 26,732.50	-	100.00%
4	FULL DEPTH PATCHES, HMA	SY	1,250.00	708.93	1,958.93	\$ 65.50	\$ 128,309.92	1,958.93	\$ 128,309.92	\$ -	\$ 128,309.92	-	100.00%
5	MILLING, 1" DEPTH	SY	13,380.00	146.66	13,526.66	\$ 2.20	\$ 29,758.65	13,526.66	\$ 29,758.65	\$ -	\$ 29,758.65	-	100.00%
6	PAINTED PAVEMENT MARKINGS, DURABLE	STA	144.24		144.24	\$ 103.00	\$ 14,856.72	144.24	\$ 14,856.72	\$ -	\$ 14,856.72	-	100.00%
7	GROOVES CUT FOR PAVEMENT MARKINGS	STA	144.24		144.24	\$ 51.50	\$ 7,428.36	144.24	\$ 7,428.36	\$ -	\$ 7,428.36	-	100.00%
8	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$ 9,050.00	\$ 9,050.00	1.00	\$ 9,050.00	\$ -	\$ 9,050.00	-	100.00%
9	FLAGGERS (IDOT 2528-8445113)	LS	1.00		1.00	\$ 45,000.00	\$ 45,000.00	1.00	\$ 45,000.00	\$ -	\$ 45,000.00	-	100.00%
10	PILOT CARS (IDOT 2528-8445115)	LS	1.00		1.00	\$ 12,750.00	\$ 12,750.00	1.00	\$ 12,750.00	\$ -	\$ 12,750.00	-	100.00%
11	PORTABLE DYNAMIC MESSAGE SIGN (PDMS) (IDOT 2528-9290050)	CDAY	7.00	7.00	14.00	\$ 516.00	\$ 7,224.00	14.00	\$ 7,224.00	\$ -	\$ 7,224.00	-	100.00%
12	MOBILIZATION	LS	1.00		1.00	\$ 24,500.00	\$ 24,500.00	1.00	\$ 24,500.00	\$ -	\$ 24,500.00	-	100.00%
Change Order Item													
1	ADDITIONAL MOBILIZATION	LS	1.00		1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	\$ -	\$ 5,000.00	-	100.00%
2					-	\$ -	\$ -		\$ -			-	0.00%
3					-	\$ -	\$ -		\$ -			-	0.00%
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5					-	\$ -	\$ -		\$ -			-	0.00%
6					-	\$ -	\$ -		\$ -			-	0.00%
7					-	\$ -	\$ -		\$ -			-	0.00%
8					-	\$ -	\$ -		\$ -			-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 564,301.49\$ 564,301.49100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 11, 2023	\$ 482,984.94
2	August 8, 2023	\$ 34,088.45
3	August 22, 2023	\$ 2,992.03
4	December 12, 2023	\$ 16,021.00
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Previous Applications for Payment

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TOTAL \$ 536,086.42

Record of Change Orders

No.	Date	Amount
1	August 22, 2023	\$ 5,000.00
2	December 12, 2023	\$ (12,450.09)
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TOTAL \$ (7,450.09)

Contract Time Remaining

Contract Period:	WORKING DAYS
Original Contract Date:	May 9, 2023
Original Contract Time:	30.00
Added by Change Order:	
Contract Time to Date:	30.00
Time Used to Date:	22.00
Contract Time Remaining:	<u><u>8.00</u></u>

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S James Street and SW/SE 19th Street Temporary Traffic Signalization
Contractor: Iowa Signal
Address: 3711 SE Capitol Cir Street Grimes IA, 50111
Finance Budget Code: 355-240-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: March 28, 2023 **Vendor #** 1546

Date of Council Meeting: January 23, 2024 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: August 1, 2023 Through: January 11, 2024

Contract Summary

Original Contract Amount:	\$	45,378.50	
Net change by Change Orders:	\$	2,500.00	
Contract Amount to Date: (line 1 ± 2)	\$	47,878.50	
Total completed and stored to date:	\$	47,878.50	
Retainage: 5 % of Completed Work:	\$	2,393.93	
Total Earned less Retainage:	\$	45,484.58	
Less previous applications for payment:	\$	43,109.58	
SUBTOTAL			\$ 2,375.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,375.00

Balance to finish, including retainage: \$ 2,393.93

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: Iowa Signal

Signature: Heather Lesley Date: 1/11/24
Firm Name

Engineer / Consultant Approval: FOTH

Signature: [Signature] Date: January 11, 2024
Firm Name

City of Grimes Staff Approval: [Signature] Date: 1-15-24
Signature

City of Grimes Council Approval: Council 1-23-24
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

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	Temporary Traffic Signal	LS	1.00		1.00	\$45,378.50	\$ 45,378.50	1.00	\$ 45,378.50	-	100.00%
2	Traffic Signal Modification	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	-	100.00%
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74					-		\$ -		\$ -	-	0.00%
75					-		\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 47,878.50

\$ 47,878.50

0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 22, 2023	\$ 43,109.58
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 43,109.58

Record of Change Orders

No.	Date	Amount
1	January 23, 2024	\$ 2,500.00
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TOTAL \$ 2,500.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	March 28, 2023
Original Contract Time:	73.00
Added by Change Order:	
Contract Time to Date:	73.00
Time Used to Date:	73.00
Contract Time Remaining:	-

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S James Street and SE 11th Street Improvements
Contractor: Absolute Concrete Construction, Inc.
Address: 1800 Burr Oak Blvd., Granger, Iowa 50109
Finance Budget Code: 369-210-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: August 22, 2023 **Vendor #** 1072

Date of Council Meeting: January 23, 2024 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: December 1, 2023 Through: December 31, 2023

Contract Summary

Original Contract Amount:	\$	9,047,309.99	
Net change by Change Orders:	\$	18,580.00	
Contract Amount to Date: (line 1 ± 2)	\$	9,065,889.99	
Total completed and stored to date:	\$	1,894,743.45	
Retainage: 5 % of Completed Work:	\$	94,737.17	
Total Earned less Retainage:	\$	1,800,006.28	
Less previous applications for payment:	\$	812,462.89	
SUBTOTAL			\$ 987,543.39
OTHER CHARGES (Attach an itemized list)			\$ -
CURRENT PAYMENT DUE			\$ 987,543.39
Balance to finish, including retainage:	\$	7,265,883.71	

Contract Time Remaining (If applicable) - CALENDAR DAYS

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

Construction Contractor Approval: Absolute Concrete Construction, Inc.
Firm Name
Signature:  Date: 01-08-23 1-08-24

Engineer / Consultant Approval:
Firm Name
Signature: _____ Date: _____

City of Grimes Staff Approval:
Signature:  Date: 1-08-24

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: 1/8/2024

CONTRACT PRICE DETAIL

ITEM NO.	SUDAS ITEM CODE	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	2.01	CLEARING AND GRUBBING, UNITS	UNIT	74.80		74.80	\$ 150.00	\$ 11,220.00	-	\$ -	\$ -	\$ -	74.80	0.00%
2	2.2	CLEARING AND GRUBBING, ACRE	ACRE	1.00		1.00	\$ 9,500.00	\$ 9,500.00	1.00	\$ 9,500.00	\$ -	\$ 9,500.00	-	100.00%
3	2.3	TOPSOIL, ON-SITE	CY	9,848.00		9,848.00	\$ 8.50	\$ 83,708.00	4,982.00	\$ 42,347.00	\$ -	\$ 42,347.00	4,866.00	50.59%
4	2.4	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	13,150.00		13,150.00	\$ 3.55	\$ 46,682.50	7,922.00	\$ 28,123.10	\$ -	\$ 28,123.10	5,228.00	60.24%
5	2.5	EXCAVATION, CLASS 10, CHANNEL	CY	1,286.00		1,286.00	\$ 4.75	\$ 6,108.50	-	\$ -	\$ -	\$ -	1,286.00	0.00%
6	2.6	EXCAVATION, CLASS 10, CONTRACTOR FURNISH	CY	20,641.00		20,641.00	\$ 14.00	\$ 288,974.00	12,000.00	\$ 168,000.00	\$ -	\$ 168,000.00	8,641.00	58.14%
7	2.7	EXCAVATION, CLASS 10, WASTE	CY	4,667.00		4,667.00	\$ 11.00	\$ 51,337.00	-	\$ -	\$ -	\$ -	4,667.00	0.00%
8	2.8	BELOW GRADE EXCAVATION (CORE OUT)	CY	1,100.00		1,100.00	\$ 81.25	\$ 89,375.00	-	\$ -	\$ -	\$ -	1,100.00	0.00%
9	2.9	SUBGRADE PREPARATION, 12 IN.	SY	33,087.00		33,087.00	\$ 2.75	\$ 90,989.25	-	\$ -	\$ -	\$ -	33,087.00	0.00%
10	2.10	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR, TYPE 3	SY	12,500.00		12,500.00	\$ 5.00	\$ 62,500.00	-	\$ -	\$ -	\$ -	12,500.00	0.00%
11	2.11	MODIFIED SUBBASE	CY	6,084.00		6,084.00	\$ 69.50	\$ 422,838.00	-	\$ -	\$ -	\$ -	6,084.00	0.00%
12	2.12	REMOVAL OF ABANDONED RAILROAD	LF	213.00		213.00	\$ 15.00	\$ 3,195.00	210.00	\$ 3,150.00	\$ -	\$ 3,150.00	3.00	98.59%
13	3.1	TRENCH FOUNDATION	TON	100.00		100.00	\$ 45.00	\$ 4,500.00	-	\$ -	\$ -	\$ -	100.00	0.00%
14	4.1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN.	LF	377.00		377.00	\$ 70.50	\$ 26,578.50	419.00	\$ 29,539.50	\$ -	\$ 29,539.50	(42.00)	111.14%
15	4.2	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	LF	1,057.00		1,057.00	\$ 91.50	\$ 96,715.50	664.00	\$ 60,756.00	\$ -	\$ 60,756.00	393.00	62.82%
16	4.3	STORM SEWER, TRENCHED, RCP, CLASS III, 30 IN.	LF	559.00		559.00	\$ 103.00	\$ 57,577.00	17.00	\$ 1,751.00	\$ -	\$ 1,751.00	542.00	3.04%
17	4.4	STORM SEWER, TRENCHED, RCP, CLASS III, 36 IN.	LF	620.00		620.00	\$ 106.50	\$ 66,030.00	-	\$ -	\$ -	\$ -	620.00	0.00%
18	4.5	STORM SEWER, TRENCHED, RCP, CLASS III, 42 IN.	LF	1,151.00		1,151.00	\$ 167.50	\$ 192,792.50	34.00	\$ 5,695.00	\$ -	\$ 5,695.00	1,117.00	2.95%
19	4.6	STORM SEWER, TRENCHED, RCP, CLASS III, 54 IN.	LF	961.00		961.00	\$ 213.00	\$ 204,693.00	962.00	\$ 204,906.00	\$ -	\$ 204,906.00	(1.00)	100.10%
20	4.7	STORM SEWER, TRENCHED, RCP, CLASS V, 15 IN.	LF	1,571.00		1,571.00	\$ 50.50	\$ 79,335.50	309.00	\$ 15,604.50	\$ -	\$ 15,604.50	1,262.00	19.67%
21	4.8	STORM SEWER, TRENCHED, RCP, CLASS V, 18 IN.	LF	536.00		536.00	\$ 64.00	\$ 34,304.00	236.00	\$ 15,104.00	\$ -	\$ 15,104.00	300.00	44.03%
22	4.9	STORM SEWER, TRENCHED, HDPE, 12-IN	LF	127.00		127.00	\$ 57.00	\$ 7,239.00	-	\$ -	\$ -	\$ -	127.00	0.00%
23	4.10	REMOVAL OF STORM SEWER, LESS THAN OR EQUAL TO 36 IN.	LF	2,097.00		2,097.00	\$ 19.50	\$ 40,891.50	728.00	\$ 14,196.00	\$ -	\$ 14,196.00	1,369.00	34.72%
24	4.11	REMOVAL OF STORM SEWER, GREATER THAN 36 IN.	LF	58.00		58.00	\$ 35.50	\$ 2,059.00	58.00	\$ 2,059.00	\$ -	\$ 2,059.00	-	100.00%
25	4.12	PIPE CULVERT, DRIVEWAY, CMP, 12 IN.	LF	12.00		12.00	\$ 60.00	\$ 720.00	-	\$ -	\$ -	\$ -	12.00	0.00%
26	4.13	PIPE APRON, CMP, 12 IN.	EA	2.00		2.00	\$ 1,075.00	\$ 2,150.00	-	\$ -	\$ -	\$ -	2.00	0.00%
27	4.14	PIPE APRON, CONCRETE, 24 IN.	EA	4.00		4.00	\$ 2,705.00	\$ 10,820.00	4.00	\$ 10,820.00	\$ -	\$ 10,820.00	-	100.00%
28	4.15	PIPE APRON, CONCRETE, 36 IN.	EA	2.00		2.00	\$ 3,825.00	\$ 7,650.00	-	\$ -	\$ -	\$ -	2.00	0.00%
29	4.16	PIPE APRON, CONCRETE, 42 IN.	EA	1.00		1.00	\$ 4,415.00	\$ 4,415.00	1.00	\$ 4,415.00	\$ -	\$ 4,415.00	-	100.00%
30	4.17	PIPE APRON, CONCRETE, 54 IN.	EA	2.00		2.00	\$ 5,650.00	\$ 11,300.00	2.00	\$ 11,300.00	\$ -	\$ 11,300.00	-	100.00%
31	4.18	SUBDRAIN, CORRUGATED, PVC, TYPE 1, CASE B, 6 IN.	LF	9,111.00		9,111.00	\$ 22.50	\$ 204,997.50	12.50	\$ 281.25	\$ -	\$ 281.25	9,098.50	0.14%
32	4.19	SUBDRAIN, CORRUGATED, HDPE, TYPE 1, CASE B, 6 IN.	LF	310.00		310.00	\$ 22.50	\$ 6,975.00	-	\$ -	\$ -	\$ -	310.00	0.00%
33	4.20	SUBDRAIN CLEANOUT, TYPE A-1	EA	45.00		45.00	\$ 905.00	\$ 40,725.00	-	\$ -	\$ -	\$ -	45.00	0.00%
34	4.21	SUBRAIN, OUTLET, CMP, CONNECTION TO INTAKE	EA	68.00		68.00	\$ 400.00	\$ 27,200.00	-	\$ -	\$ -	\$ -	68.00	0.00%
35	4.22	FIELD TILE REPAIR, PVC, UNSPECIFIED DIAMETER	LF	250.00		250.00	\$ 49.00	\$ 12,250.00	77.00	\$ 3,773.00	\$ -	\$ 3,773.00	173.00	30.80%
36	5.10	WATER MAIN, TRENCHED, PVC, DR18, 4 IN.	LF	120.00		120.00	\$ 32.00	\$ 3,840.00	-	\$ -	\$ -	\$ -	120.00	0.00%
37	5.2	WATER MAIN, TRENCHED, PVC, DR18, 6 IN.	LF	56.00		56.00	\$ 23.00	\$ 1,288.00	-	\$ -	\$ -	\$ -	56.00	0.00%
38	5.3	WATER MAIN, TRENCHED, PVC, DR18, 8 IN.	LF	666.00		666.00	\$ 51.00	\$ 33,966.00	480.00	\$ 24,480.00	\$ -	\$ 24,480.00	186.00	72.07%
39	5.4	WATER MAIN, TRENCHED, PVC, DR18, 12 IN.	LF	26.00		26.00	\$ 110.00	\$ 2,860.00	-	\$ -	\$ -	\$ -	26.00	0.00%
40	5.5	WATER MAIN, TRENCHED, DIP, C151, CLASS 52, 8 IN.	LF	28.00		28.00	\$ 95.00	\$ 2,660.00	-	\$ -	\$ -	\$ -	28.00	0.00%
41	5.6	WATER MAIN, TRENCHED, RESTRAINED JOINT, PVC, DR18, 8 IN.	LF	1,008.00		1,008.00	\$ 53.00	\$ 53,424.00	376.50	\$ 19,954.50	\$ -	\$ 19,954.50	631.50	37.35%
42	5.7	WATER MAIN, TRENCHED, RESTRAINED JOINT, PVC, DR18, 16 IN.	LF	3,879.00		3,879.00	\$ 124.00	\$ 480,996.00	-	\$ -	\$ 349,050.00	\$ 349,050.00	3,879.00	0.00%
43	5.8	WATER MAIN W/ CASING PIPE, TRENCHED, RESTRAINED JOINT, PVC, DR18, 8 IN.	LF	40.00		40.00	\$ 200.00	\$ 8,000.00	40.00	\$ 8,000.00	\$ -	\$ 8,000.00	-	100.00%
44	5.9	WATER MAIN W/ CASING PIPE, TRENCHED, RESTRAINED JOINT, PVC, DR18, 16 IN.	LF	20.00		20.00	\$ 455.00	\$ 9,100.00	-	\$ -	\$ -	\$ -	20.00	0.00%
45	5.10	FITTING, 6" BEND	EA	15.00		15.00	\$ 900.00	\$ 13,500.00	-	\$ -	\$ -	\$ -	15.00	0.00%
46	5.11	FITTING, 6" CAP/PLUG	EA	1.00		1.00	\$ 355.00	\$ 355.00	-	\$ -	\$ -	\$ -	1.00	0.00%
47	5.12	FITTING, 8" BEND	EA	48.00		48.00	\$ 995.00	\$ 47,760.00	8.00	\$ 7,960.00	\$ -	\$ 7,960.00	40.00	16.67%
48	5.13	FITTING, 8" CAP/PLUG	EA	5.00		5.00	\$ 450.00	\$ 2,250.00	-	\$ -	\$ -	\$ -	5.00	0.00%
49	5.14	FITTING, 8"x4" REDUCER	EA	1.00		1.00	\$ 550.00	\$ 550.00	-	\$ -	\$ -	\$ -	1.00	0.00%
50	5.15	FITTING, 8"x6" TEE	EA	1.00		1.00	\$ 1,015.00	\$ 1,015.00	-	\$ -	\$ -	\$ -	1.00	0.00%
51	5.16	FITTING, 8"x8" TEE	EA	2.00		2.00	\$ 1,085.00	\$ 2,170.00	-	\$ -	\$ -	\$ -	2.00	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

52	5.17	FITTING, 12" BEND	EA	1.00	\$ 1,275.00	\$ 1,275.00	-	\$	-	\$	-	-	1.00	0.00%
53	5.18	FITTING, 12" CAP/PLUG	EA	2.00	\$ 685.00	\$ 1,370.00	-	\$	-	\$	-	-	2.00	0.00%
54	5.19	FITTING, 12"X12" TEE	EA	1.00	\$ 1,650.00	\$ 1,650.00	-	\$	-	\$	-	-	1.00	0.00%
55	5.20	FITTING, 16" BEND	EA	22.00	\$ 1,365.00	\$ 30,030.00	-	\$	-	\$	-	-	22.00	0.00%
56	5.21	FITTING, 16" CAP/PLUG	EA	3.00	\$ 1,165.00	\$ 3,495.00	-	\$	-	\$	-	-	3.00	0.00%
57	5.22	FITTING, 16"X8" REDUCER	EA	1.00	\$ 1,500.00	\$ 1,500.00	-	\$	-	\$	-	-	1.00	0.00%
58	5.23	FITTING, 16"X6" TEE	EA	1.00	\$ 2,180.00	\$ 2,180.00	-	\$	-	\$	-	-	1.00	0.00%
59	5.24	FITTING, 16"X8" TEE	EA	10.00	\$ 2,300.00	\$ 23,000.00	-	\$	-	\$	-	-	10.00	0.00%
60	5.25	FITTING, 16"X12" TEE	EA	4.00	\$ 2,550.00	\$ 10,200.00	-	\$	-	\$	-	-	4.00	0.00%
61	5.26	FITTING, 16"X16" TEE	EA	1.00	\$ 3,050.00	\$ 3,050.00	-	\$	-	\$	-	-	1.00	0.00%
62	5.27	WATER SERVICE STUB, COPPER, 1 IN.	LF	270.00	\$ 27.00	\$ 7,290.00	-	\$	-	\$	-	-	270.00	0.00%
63	5.28	WATER SERVICE STUB, COPPER, 2 IN.	LF	10.00	\$ 82.00	\$ 820.00	-	\$	-	\$	-	-	10.00	0.00%
64	5.29	WATER SERVICE CORPORATION	EA	4.00	\$ 795.00	\$ 3,180.00	-	\$	-	\$	-	-	4.00	0.00%
65	5.30	WATER SERVICE CURB STOP AND BOX	EA	4.00	\$ 1,010.00	\$ 4,040.00	-	\$	-	\$	-	-	4.00	0.00%
66	5.31	WATER SERVICE, TEMPORARY CONNECTION	EA	4.00	\$ 1,350.00	\$ 5,400.00	-	\$	-	\$	-	-	4.00	0.00%
67	5.32	WATER MAIN REMOVAL	LF	4,534.00	\$ 16.50	\$ 74,811.00	-	\$	-	\$	-	-	4,534.00	0.00%
68	5.33	VALVE, GATE, 4 IN.	EA	1.00	\$ 1,500.00	\$ 1,500.00	-	\$	-	\$	-	-	1.00	0.00%
69	5.34	VALVE, GATE, 6 IN.	EA	3.00	\$ 1,805.00	\$ 5,415.00	-	\$	-	\$	-	-	3.00	0.00%
70	5.35	VALVE, GATE, 8 IN.	EA	14.00	\$ 2,525.00	\$ 35,350.00	2.00	\$ 5,050.00	\$ 5,050.00	\$	-	-	12.00	14.29%
71	5.36	VALVE, GATE, 12 IN.	EA	1.00	\$ 4,310.00	\$ 4,310.00	-	\$	-	\$	-	-	1.00	0.00%
72	5.37	VALVE, GATE, 16 IN.	EA	7.00	\$ 11,700.00	\$ 81,900.00	-	\$	-	\$	-	-	7.00	0.00%
73	5.38	VALVE, GATE, 12 IN. LIVE INSERT	EA	2.00	\$ 19,775.00	\$ 39,550.00	-	\$	-	\$	-	-	2.00	0.00%
74	5.39	LINE STOP, 12 IN.	EA	2.00	\$ 16,300.00	\$ 32,600.00	-	\$	-	\$	-	-	2.00	0.00%
75	5.40	FIRE HYDRANT ASSEMBLY	EA	23.00	\$ 7,690.00	\$ 176,870.00	3.00	\$ 23,070.00	\$ 23,070.00	\$	-	-	20.00	13.04%
76	5.41	FIRE HYDRANT ASSEMBLY REMOVAL	EA	7.00	\$ 500.00	\$ 3,500.00	-	\$	-	\$	-	-	7.00	0.00%
77	5.42	TEMPORARY CONNECTION, WATER MAIN	EA	2.00	\$ 6,175.00	\$ 12,350.00	-	\$	-	\$	-	-	2.00	0.00%
78	5.43	RELOCATION OF IRRIGATION METER	LS	1.00	\$ 2,500.00	\$ 2,500.00	-	\$	-	\$	-	-	1.00	0.00%
79	6.1	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EA	1.00	\$ 4,360.00	\$ 4,360.00	1.00	\$ 4,360.00	\$ 4,360.00	\$	-	-	-	100.00%
80	6.2	MANHOLE, STORM SEWER, SW-401, 48 IN.	EA	5.00	\$ 4,000.00	\$ 20,000.00	2.00	\$ 8,000.00	\$ 8,000.00	\$	-	-	3.00	40.00%
81	6.3	MANHOLE, STORM SEWER, SW-401, 60 IN.	EA	4.00	\$ 4,615.00	\$ 18,460.00	-	\$	-	\$	-	-	4.00	0.00%
82	6.4	MANHOLE, STORM SEWER, SW-401, 72 IN.	EA	6.00	\$ 7,425.00	\$ 44,550.00	-	\$	-	\$	-	-	6.00	0.00%
83	6.5	MANHOLE, STORM SEWER, SW-401, 96 IN.	EA	3.00	\$ 13,500.00	\$ 40,500.00	2.00	\$ 27,000.00	\$ 27,000.00	\$	-	-	1.00	66.67%
84	6.6	INTAKE, SINGLE GRATE, SW-501	EA	4.00	\$ 3,000.00	\$ 12,000.00	1.00	\$ 3,000.00	\$ 3,000.00	\$	-	-	3.00	25.00%
85	6.7	INTAKE, SINGLE GRATE W/ MANHOLE, SW-503	EA	1.00	\$ 3,975.00	\$ 3,975.00	-	\$	-	\$	-	-	1.00	0.00%
86	6.8	INTAKE, DOUBLE GRATE, SW-505	EA	18.00	\$ 4,400.00	\$ 79,200.00	2.00	\$ 8,800.00	\$ 8,800.00	\$	-	-	16.00	11.11%
87	6.9	INTAKE, DOUBLE GRATE, SW-505, MOD1	EA	1.00	\$ 7,650.00	\$ 7,650.00	-	\$	-	\$	-	-	1.00	0.00%
88	6.10	INTAKE, DOUBE GRATE W/ MANHOLE, SW-506	EA	5.00	\$ 6,500.00	\$ 32,500.00	4.00	\$ 26,000.00	\$ 26,000.00	\$	-	-	1.00	80.00%
89	6.11	INTAKE, DOUBE GRATE W/ MANHOLE, SW-506, MOD1	EA	6.00	\$ 9,450.00	\$ 56,700.00	4.00	\$ 37,800.00	\$ 37,800.00	\$	-	-	2.00	66.67%
90	6.12	INTAKE, DOUBE GRATE W/ MANHOLE, SW-506, MOD2	EA	5.00	\$ 11,725.00	\$ 58,625.00	3.00	\$ 35,175.00	\$ 35,175.00	\$	-	-	2.00	60.00%
91	6.13	INTAKE, DOUBE GRATE W/ MANHOLE, SW-506, MOD3	EA	1.00	\$ 11,675.00	\$ 11,675.00	-	\$	-	\$	-	-	1.00	0.00%
92	6.14	INTAKE, CIRCULAR AREA, SW-512, CASE 1, 18 IN.	EA	2.00	\$ 1,850.00	\$ 3,700.00	-	\$	-	\$	-	-	2.00	0.00%
93	6.15	INTAKE, DRAIN BASIN, PVC, 12 IN. DOME GRATE	EA	3.00	\$ 2,250.00	\$ 6,750.00	-	\$	-	\$	-	-	3.00	0.00%
94	6.16	MANHOLE ADJUSTMENT, SANITARY, MINOR	EA	2.00	\$ 2,025.00	\$ 4,050.00	-	\$	-	\$	-	-	2.00	0.00%
95	6.17	MANHOLE ADJUSTMENT, SANITARY, MAJOR	EA	3.00	\$ 3,050.00	\$ 9,150.00	-	\$	-	\$	-	-	3.00	0.00%
96	6.18	INTAKE ADJUSTMENT, MAJOR	EA	1.00	\$ 2,300.00	\$ 2,300.00	-	\$	-	\$	-	-	1.00	0.00%
97	6.19	CONNECTION TO EXISTING INTAKE	EA	1.00	\$ 4,550.00	\$ 4,550.00	-	\$	-	\$	-	-	1.00	0.00%
98	6.20	REMOVE MANHOLE	EA	3.00	\$ 750.00	\$ 2,250.00	-	\$	-	\$	-	-	3.00	0.00%
99	6.21	REMOVE INTAKE	EA	8.00	\$ 725.00	\$ 5,800.00	-	\$	-	\$	-	-	8.00	0.00%
100	7.1	PAVEMENT, PCC, CLASS C, CLASS 4, 7 IN.	SY	954.00	\$ 60.00	\$ 57,240.00	-	\$	-	\$	-	-	954.00	0.00%
101	7.2	PAVEMENT, PCC, CLASS C, CLASS 4, 9 IN.	SY	26,596.00	\$ 70.50	\$ 1,875,018.00	-	\$	-	\$	-	-	26,596.00	0.00%
102	7.3	PAVEMENT, PCC, CLASS C, CLASS 4, 9 IN. COLORED	SY	500.00	\$ 137.00	\$ 68,500.00	-	\$	-	\$	-	-	500.00	0.00%
103	7.4	PAVEMENT, REINFORCED PCC, CLASS C, CLASS 4, 9 IN.	SY	700.00	\$ 101.00	\$ 70,700.00	-	\$	-	\$	-	-	700.00	0.00%
104	7.5	CONCRETE MEDIAN, DOWELED	SY	70.00	\$ 160.00	\$ 11,200.00	-	\$	-	\$	-	-	70.00	0.00%
105	7.6	PAVEMENT SAMPLES AND TESTING	LS	1.00	\$ 7,500.00	\$ 7,500.00	-	\$	-	\$	-	-	1.00	0.00%
106	7.7	REMOVAL OF SIDEWALK, SHARED USE PATH, OR DRIVEWAY	SY	3,075.00	\$ 6.00	\$ 18,450.00	188.00	\$ 1,128.00	\$ 1,128.00	\$	-	-	2,887.00	6.11%
107	7.8	REMOVAL OF DRIVEWAY	SY	2,679.00	\$ 6.50	\$ 17,413.50	-	\$	-	\$	-	-	2,679.00	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

108	7.9	REMOVAL OF CURB	LF	15.00	\$	16.00	\$	240.00	-	\$	-	\$	-	15.00	0.00%
109	7.10	SHARED USE PATH, PCC, 6 IN.	SY	6,565.00	\$	55.00	\$	361,075.00	-	\$	-	\$	-	6,565.00	0.00%
110	7.11	SIDEWALK, PCC, 5 IN.	SY	237.00	\$	60.00	\$	14,220.00	-	\$	-	\$	-	237.00	0.00%
111	7.12	SIDEWALK, CLASS A, PCC, 5 IN.	SY	66.00	\$	90.00	\$	5,940.00	-	\$	-	\$	-	66.00	0.00%
112	7.13	DETECTABLE WARNINGS	SF	666.00	\$	60.00	\$	39,960.00	-	\$	-	\$	-	666.00	0.00%
113	7.14	SIDEWALK TRENCH DRAIN	EA	1.00	\$	3,500.00	\$	3,500.00	-	\$	-	\$	-	1.00	0.00%
114	7.15	DRIVEWAY, PCC, 6 IN.	SY	324.00	\$	70.00	\$	22,680.00	-	\$	-	\$	-	324.00	0.00%
115	7.16	DRIVEWAY, PCC, 7 IN.	SY	2,862.00	\$	75.00	\$	214,650.00	-	\$	-	\$	-	2,862.00	0.00%
116	7.17	GRANULAR SURFACING, DRIVEWAY	TON	50.00	\$	47.00	\$	2,350.00	-	\$	-	\$	-	50.00	0.00%
117	7.18	PAVEMENT REMOVAL	SY	15,193.00	\$	5.50	\$	83,561.50	-	\$	-	\$	-	15,193.00	0.00%
118	7.19	CURB AND GUTTER REMOVAL	LF	280.00	\$	10.00	\$	2,800.00	-	\$	-	\$	-	280.00	0.00%
119	7.20	TEMPORARY PAVEMENT, PCC, 6 IN.	SY	1,077.00	\$	55.00	\$	59,235.00	-	\$	-	\$	-	1,077.00	0.00%
120	7.21	TEMPORARY PAVEMENT, HMA, 6 IN.	SY	1,643.00	\$	60.00	\$	98,580.00	116.00	\$	6,960.00	\$	6,960.00	1,527.00	7.06%
121	7.22	TEMPORARY GRANULAR	TON	300.00	\$	46.50	\$	13,950.00	-	\$	-	\$	-	300.00	0.00%
122	8.1	TRAFFIC SIGNALIZATION	LS	1.00	\$	150,000.00	\$	150,000.00	-	\$	-	\$	-	1.00	0.00%
123	8.2	REMOVAL OF TEMPORARY TRAFFIC SIGNALIZATION	LS	1.00	\$	4,053.00	\$	4,053.00	-	\$	-	\$	-	1.00	0.00%
124	8.3	RELOCATION OF TEMPORARY SIGNAL POLE	LS	1.00	\$	1,121.00	\$	1,121.00	-	\$	-	\$	-	1.00	0.00%
125	8.4	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	126.21	\$	62.00	\$	7,825.02	-	\$	-	\$	-	126.21	0.00%
126	8.5	PAINTED PAVEMENT MARKINGS, DURABLE	STA	171.41	\$	132.00	\$	22,626.12	-	\$	-	\$	-	171.41	0.00%
127	8.6	WET, RETROFLECTIVE REMOVABLE TAPE MARKINGS	STA	10.64	\$	200.00	\$	2,128.00	-	\$	-	\$	-	10.64	0.00%
128	8.7	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	41.00	\$	250.00	\$	10,250.00	-	\$	-	\$	-	41.00	0.00%
129	8.8	PAVEMENT MARKINGS REMOVED	STA	154.85	\$	55.00	\$	8,516.75	-	\$	-	\$	-	154.85	0.00%
130	8.9	GROOVES CUT FOR PAVEMENT MARKINGS	STA	171.41	\$	95.00	\$	16,283.95	-	\$	-	\$	-	171.41	0.00%
131	8.10	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	41.00	\$	195.00	\$	7,995.00	-	\$	-	\$	-	41.00	0.00%
132	8.11	TEMPORARY TRAFFIC CONTROL	LS	1.00	\$	75,000.00	\$	75,000.00	-	\$	-	\$	-	1.00	0.00%
133	8.12	TEMPORARY DIRECTIONAL AND ACCESS SIGNS	EA	10.00	\$	300.00	\$	3,000.00	-	\$	-	\$	-	10.00	0.00%
134	8.13	PORTABLE DYNAMIC MESSAGE BOARDS	CDAY	100.00	\$	100.00	\$	10,000.00	2.00	\$	200.00	\$	200.00	98.00	2.00%
135	8.14	TEMPORARY BARRIER RAIL, CONCRETE	LF	225.00	\$	40.00	\$	9,000.00	-	\$	-	\$	-	225.00	0.00%
136	8.15	TYPE A SIGN ASSEMBLY, REMOVE AND SALVAGE	EA	67.00	\$	100.00	\$	6,700.00	-	\$	-	\$	-	67.00	0.00%
137	8.16	FLASHING BEACON SIGN, REMOVE AND SALVAGE	EA	4.00	\$	441.00	\$	1,764.00	-	\$	-	\$	-	4.00	0.00%
138	8.17	FLASHING BEACON SIGN, REINSTALL	EA	2.00	\$	1,900.00	\$	3,800.00	-	\$	-	\$	-	2.00	0.00%
139	8.18	CONDUIT, HDPE, SDR 13.5, 2"	LF	4,230.00	\$	18.00	\$	76,140.00	-	\$	-	\$	-	4,230.00	0.00%
140	8.19	FIBER REMOVE AND REINSTALL	LF	4,955.00	\$	2.20	\$	10,901.00	-	\$	-	\$	-	4,955.00	0.00%
141	8.20	FUSION SPLICE	EA	28.00	\$	108.00	\$	3,024.00	-	\$	-	\$	-	28.00	0.00%
142	8.21	PULL ROPE	LF	4,445.00	\$	0.75	\$	3,333.75	-	\$	-	\$	-	4,445.00	0.00%
143	8.22	TRACER WIRE	LF	4,445.00	\$	1.10	\$	4,889.50	-	\$	-	\$	-	4,445.00	0.00%
144	8.23	HANDHOLE, TYPE II, FURNISH AND INSTALL	EA	4.00	\$	1,200.00	\$	4,800.00	-	\$	-	\$	-	4.00	0.00%
145	8.24	HANDHOLE, TYPE IV, FURNISH AND INSTALL	EA	1.00	\$	3,600.00	\$	3,600.00	-	\$	-	\$	-	1.00	0.00%
146	8.25	REMOVE HANDHOLE	EA	4.00	\$	375.00	\$	1,500.00	-	\$	-	\$	-	4.00	0.00%
147	9.1	CONVENTIONAL SEEDING, TYPE 1 (PERM. LAWN MIX.)	ACRE	9.00	\$	2,300.00	\$	20,700.00	-	\$	-	\$	-	9.00	0.00%
148	9.2	CONVENTIONAL SEEDING, TYPE 2 (SLOPE AND DITCH)	ACRE	2.00	\$	2,000.00	\$	4,000.00	-	\$	-	\$	-	2.00	0.00%
149	9.3	CONVENTIONAL SEEDING, TYPE 4 (URBAN TEMP. EROS. CONTROL MIX)	ACRE	15.00	\$	650.00	\$	9,750.00	-	\$	-	\$	-	15.00	0.00%
150	9.4	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), PREPARATION	LS	1.00	\$	1,800.00	\$	1,800.00	1.00	\$	1,800.00	\$	1,800.00	-	100.00%
151	9.5	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	LS	1.00	\$	10,800.00	\$	10,800.00	0.15	\$	1,620.00	\$	1,620.00	0.85	15.00%
152	9.6	FILTER SOCK, 12 IN. INSTALLATION	LF	12,000.00	\$	2.75	\$	33,000.00	100.00	\$	275.00	\$	275.00	11,900.00	0.83%
153	9.7	FILTER SOCK, MAINTENANCE AND REMOVAL	LF	12,000.00	\$	0.20	\$	2,400.00	-	\$	-	\$	-	12,000.00	0.00%
154	9.8	TEMPORARY ROLLED EROSION CONTROL PRODUCTS (RECP), TYPE 2C	SY	6,000.00	\$	1.20	\$	7,200.00	-	\$	-	\$	-	6,000.00	0.00%
155	9.9	RIP RAP, CLASS E	TON	1,320.00	\$	80.50	\$	106,260.00	-	\$	-	\$	-	1,320.00	0.00%
156	9.10	RIP RAP, EROSION STONE	TON	16.00	\$	88.00	\$	1,408.00	-	\$	-	\$	-	16.00	0.00%
157	9.11	SILT FENCE OR SILT FENCE DITCH CHECK, INSTALLATION	LF	7,000.00	\$	1.75	\$	12,250.00	-	\$	-	\$	-	7,000.00	0.00%
158	9.12	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	7,000.00	\$	0.05	\$	350.00	-	\$	-	\$	-	7,000.00	0.00%
159	9.13	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	7,000.00	\$	0.05	\$	350.00	-	\$	-	\$	-	7,000.00	0.00%
160	9.14	EROSION CONTROL, HYDROMULCHING	ACRE	13.00	\$	2,700.00	\$	35,100.00	-	\$	-	\$	-	13.00	0.00%
161	9.15	INLET PROTECTION DEVICE, DROP-IN, INSTALLATION	EA	84.00	\$	200.00	\$	16,800.00	-	\$	-	\$	-	84.00	0.00%
162	9.16	INLET PROTECTION DEVICE, DROP-IN, MAINTENANCE	EA	84.00	\$	10.00	\$	840.00	-	\$	-	\$	-	84.00	0.00%
163	9.17	INLET PROTECTION DEVICE, ROCK, INSTALLATION	EA	41.00	\$	205.00	\$	8,405.00	-	\$	-	\$	-	41.00	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

164	9.18	INLET PROTECTION DEVICE, ROCK, MAINTENANCE	EA	41.00			41.00	\$	150.00	\$	6,150.00		\$	-	\$	-	\$	-	41.00	0.00%
165	9.19	CHAIN LINK FENCE	LF	109.00			109.00	\$	28.35	\$	3,090.15		\$	-	\$	-	\$	-	109.00	0.00%
166	9.20	REMOVE AND REINSTALL FENCE, WOOD	LF	30.00			30.00	\$	42.00	\$	1,260.00		\$	-	\$	-	\$	-	30.00	0.00%
167	9.21	REMOVAL OF FENCE, CHAIN LINK	LF	109.00			109.00	\$	6.00	\$	654.00		\$	-	\$	-	\$	-	109.00	0.00%
168	9.22	REMOVAL OF FENCE, FIELD FENCE	LF	637.00			637.00	\$	3.00	\$	1,911.00		\$	-	\$	-	\$	-	637.00	0.00%
169	9.23	TEMPORARY FENCE, CONSTRUCTION	LF	500.00			500.00	\$	4.75	\$	2,375.00		\$	-	\$	-	\$	-	500.00	0.00%
170	9.24	TEMPORARY FENCE, CHAIN LINK	LF	84.00			84.00	\$	8.50	\$	714.00		\$	-	\$	-	\$	-	84.00	0.00%
171	9.25	MEMORIAL BENCH, REMOVAL AND SALVAGE TO CITY	EA	1.00			1.00	\$	2,500.00	\$	2,500.00		\$	-	\$	-	\$	-	1.00	0.00%
172	11.1	MOBILIZATION	LS	1.00			1.00	\$	400,000.00	\$	400,000.00		\$	0.50	\$	200,000.00	\$	200,000.00	0.50	50.00%
173	11.2	MAINTENANCE OF POSTAL SERVICE	LS	1.00			1.00	\$	14,000.00	\$	14,000.00		\$	-	\$	-	\$	-	1.00	0.00%
174	11.3	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00			1.00	\$	14,000.00	\$	14,000.00		\$	-	\$	-	\$	-	1.00	0.00%
175	11.4	CONCRETE WASHOUT	LS	1.00			1.00	\$	20,000.00	\$	20,000.00		\$	0.08	\$	1,600.00	\$	1,600.00	0.92	8.00%
176	12.1	COMPACTING BACFILL ADJACENT TO BRIDGES, CULVERTS OR STRUCTURES	CY	38.00			38.00	\$	150.00	\$	5,700.00		\$	38.00	\$	5,700.00	\$	5,700.00	-	100.00%
177	12.2	REMOVALS, AS PER PLAN	LS	1.00			1.00	\$	10,500.00	\$	10,500.00		\$	-	\$	-	\$	-	1.00	0.00%
178	12.3	FLOODED BACKFILL	CY	685.00			685.00	\$	62.00	\$	42,470.00		\$	362.30	\$	22,462.60	\$	22,462.60	322.70	52.89%
179	12.4	EXCAVATION, CLASS 20	CY	4,192.00			4,192.00	\$	16.50	\$	69,168.00		\$	2,044.00	\$	33,726.00	\$	33,726.00	2,148.00	48.76%
180	12.5	GRANULAR MATERIAL FOR BLANKET	CY	349.00			349.00	\$	88.00	\$	30,712.00		\$	227.00	\$	19,976.00	\$	19,976.00	122.00	65.04%
181	12.6	STRUCTURAL CONCRETE (RCB CULVERT)	CY	443.50			443.50	\$	640.00	\$	283,840.00		\$	438.90	\$	280,896.00	\$	280,896.00	4.60	98.96%
182	12.7	REINFORCING STEEL	LBS	60,825.00			60,825.00	\$	1.50	\$	91,237.50		\$	60,000.00	\$	90,000.00	\$	90,000.00	825.00	98.64%
183	12.8	PRECAST CONCRETE BOX CULVERT, 8 FT X 4 FT	LF	148.00			148.00	\$	625.00	\$	92,500.00		\$	-	\$	-	\$	-	148.00	0.00%
184	12.9	PRECAST BOX CULVERT STRAIGHT END SECTION, 8 FTX 4 FT	EA	2.00			2.00	\$	15,000.00	\$	30,000.00		\$	-	\$	-	\$	-	2.00	0.00%
185	12.10	TEMPORARY SHORING	LS	1.00			1.00	\$	116,000.00	\$	116,000.00		\$	-	\$	-	\$	-	1.00	0.00%
186	12.11	EROSION STONE	TON	12.00			12.00	\$	88.00	\$	1,056.00		\$	-	\$	-	\$	-	12.00	0.00%
187	12.12	FENCE, CHAIN LINK, VINYL COATED	LF	166.20			166.20	\$	175.00	\$	29,085.00		\$	-	\$	-	\$	-	166.20	0.00%
188	12.13	REMOVE AND REINSTALL EXISTING PRECAST BOX CULVERT	LS	1.00			1.00	\$	40,000.00	\$	40,000.00		\$	0.02	\$	800.00	\$	800.00	0.98	2.00%
		Change Order Item																		
CO1.1		RCB Collar	EA		1.00			\$	10,000.00	\$	10,000.00		\$	-	\$	-	\$	-	1.00	0.00%
CO1.2		Cold Weather Protection	CY		357.50			\$	17.00	\$	6,077.50		\$	357.50	\$	6,077.50	\$	6,077.50	-	100.00%
CO1.3		Hot Water Fee	CY		357.50			\$	7.00	\$	2,502.50		\$	357.50	\$	2,502.50	\$	2,502.50	-	100.00%
								\$	-	\$	-		\$	-	\$	-	\$	-	-	0.00%
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TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 9,065,889.99

\$ 1,894,743.45

20.90%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 14, 2023	\$ 29,996.25
2	December 26, 2023	\$ 782,466.64
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **\$ 812,462.89**

Record of Change Orders

No.	Date	Amount
1	January 23, 2024	\$ 18,580.00
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TOTAL **\$ 18,580.00**

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	August 22, 2023
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

STORED MATERIALS COST

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	PROPOSED STORED VALUE	QUANTITY CHANGE - 1	QUANTITY CHANGE - 2	TOTAL VALUE	UNIT PRICE	EQUIVALENT UNIT AMOUNT	REMAINING EQUIVALENT AMOUNT	VALUE OF STORED MATERIALS REMAINING	PERCENT REMAINING
1	CLEARING AND GRUBBING, UNITS	UNIT				\$ -	\$ 150.00	0.00	0.00	\$ -	0.00%
2	CLEARING AND GRUBBING, ACRE	ACRE				\$ -	\$ 9,500.00	0.00	0.00	\$ -	0.00%
3	TOPSOIL, ON-SITE	CY				\$ -	\$ 8.50	0.00	0.00	\$ -	0.00%
4	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY				\$ -	\$ 3.55	0.00	0.00	\$ -	0.00%
5	EXCAVATION, CLASS 10, CHANNEL	CY				\$ -	\$ 4.75	0.00	0.00	\$ -	0.00%
6	EXCAVATION, CLASS 10, CONTRACTOR FURNISH	CY				\$ -	\$ 14.00	0.00	0.00	\$ -	0.00%
7	EXCAVATION, CLASS 10, WASTE	CY				\$ -	\$ 11.00	0.00	0.00	\$ -	0.00%
8	BELOW GRADE EXCAVATION (CORE OUT)	CY				\$ -	\$ 81.25	0.00	0.00	\$ -	0.00%
9	SUBGRADE PREPARATION, 12 IN.	SY				\$ -	\$ 2.75	0.00	0.00	\$ -	0.00%
10	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR, TYPE 3	SY				\$ -	\$ 5.00	0.00	0.00	\$ -	0.00%
11	MODIFIED SUBBASE	CY				\$ -	\$ 69.50	0.00	0.00	\$ -	0.00%
12	REMOVAL OF ABANDONED RAILROAD	LF				\$ -	\$ 15.00	0.00	0.00	\$ -	0.00%
13	TRENCH FOUNDATION	TON				\$ -	\$ 45.00	0.00	0.00	\$ -	0.00%
14	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN.	LF				\$ -	\$ 70.50	0.00	0.00	\$ -	0.00%
15	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	LF				\$ -	\$ 91.50	0.00	0.00	\$ -	0.00%
16	STORM SEWER, TRENCHED, RCP, CLASS III, 30 IN.	LF				\$ -	\$ 103.00	0.00	0.00	\$ -	0.00%
17	STORM SEWER, TRENCHED, RCP, CLASS III, 36 IN.	LF				\$ -	\$ 106.50	0.00	0.00	\$ -	0.00%
18	STORM SEWER, TRENCHED, RCP, CLASS III, 42 IN.	LF				\$ -	\$ 167.50	0.00	0.00	\$ -	0.00%
19	STORM SEWER, TRENCHED, RCP, CLASS III, 54 IN.	LF				\$ -	\$ 213.00	0.00	0.00	\$ -	0.00%
20	STORM SEWER, TRENCHED, RCP, CLASS V, 15 IN.	LF				\$ -	\$ 50.50	0.00	0.00	\$ -	0.00%
21	STORM SEWER, TRENCHED, RCP, CLASS V, 18 IN.	LF				\$ -	\$ 64.00	0.00	0.00	\$ -	0.00%
22	STORM SEWER, TRENCHED, HDPE, 12-IN	LF				\$ -	\$ 57.00	0.00	0.00	\$ -	0.00%
23	REMOVAL OF STORM SEWER, LESS THAN OR EQUAL TO 36 IN.	LF				\$ -	\$ 19.50	0.00	0.00	\$ -	0.00%
24	REMOVAL OF STORM SEWER, GREATER THAN 36 IN.	LF				\$ -	\$ 35.50	0.00	0.00	\$ -	0.00%
25	PIPE CULVERT, DRIVEWAY, CMP, 12 IN.	LF				\$ -	\$ 60.00	0.00	0.00	\$ -	0.00%
26	PIPE APRON, CMP, 12 IN.	EA				\$ -	\$ 1,075.00	0.00	0.00	\$ -	0.00%
27	PIPE APRON, CONCRETE, 24 IN.	EA				\$ -	\$ 2,705.00	0.00	0.00	\$ -	0.00%
28	PIPE APRON, CONCRETE, 36 IN.	EA				\$ -	\$ 3,825.00	0.00	0.00	\$ -	0.00%
29	PIPE APRON, CONCRETE, 42 IN.	EA				\$ -	\$ 4,415.00	0.00	0.00	\$ -	0.00%
30	PIPE APRON, CONCRETE, 54 IN.	EA				\$ -	\$ 5,650.00	0.00	0.00	\$ -	0.00%
31	SUBDRAIN, CORRUGATED, PVC, TYPE 1, CASE B, 6 IN.	LF				\$ -	\$ 22.50	0.00	0.00	\$ -	0.00%
32	SUBDRAIN, CORRUGATED, HDPE, TYPE 1, CASE B, 6 IN.	LF				\$ -	\$ 22.50	0.00	0.00	\$ -	0.00%
33	SUBDRAIN CLEANOUT, TYPE A-1	EA				\$ -	\$ 905.00	0.00	0.00	\$ -	0.00%
34	SUBRAIN, OUTLET, CMP, CONNECTION TO INTAKE	EA				\$ -	\$ 400.00	0.00	0.00	\$ -	0.00%
35	FIELD TILE REPAIR, PVC, UNSPECIFIED DIAMETER	LF				\$ -	\$ 49.00	0.00	0.00	\$ -	0.00%
36	WATER MAIN, TRENCHED, PVC, DR18, 4 IN.	LF				\$ -	\$ 32.00	0.00	0.00	\$ -	0.00%
37	WATER MAIN, TRENCHED, PVC, DR18, 6 IN.	LF				\$ -	\$ 23.00	0.00	0.00	\$ -	0.00%
38	WATER MAIN, TRENCHED, PVC, DR18, 8 IN.	LF				\$ -	\$ 51.00	0.00	0.00	\$ -	0.00%
39	WATER MAIN, TRENCHED, PVC, DR18, 12 IN.	LF				\$ -	\$ 110.00	0.00	0.00	\$ -	0.00%
40	WATER MAIN, TRENCHED, DIP, C151, CLASS 52, 8 IN.	LF				\$ -	\$ 95.00	0.00	0.00	\$ -	0.00%
41	WATER MAIN, TRENCHED, RESTRAINED JOINT, PVC, DR18, 8 IN.	LF				\$ -	\$ 53.00	0.00	0.00	\$ -	0.00%
42	WATER MAIN, TRENCHED, RESTRAINED JOINT, PVC, DR18, 16 IN.	LF	\$349,050.00			\$349,050.00	\$ 124.00	2814.92	2,814.92	\$ 349,050	100.00%
43	WATER MAIN W/ CASING PIPE, TRENCHED, RESTRAINED JOINT, PVC, DR18, 8 IN.	EA				\$ -	\$ 200.00	0.00	0.00	\$ -	0.00%

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44	WATER MAIN W/ CASING PIPE, TRENCHED, RESTRAINED JOINT, PVC, DR18, 16 IN.	EA				\$	-	\$	455.00	0.00	0.00	\$	-	0.00%
45	FITTING, 6" BEND	EA				\$	-	\$	900.00	0.00	0.00	\$	-	0.00%
46	FITTING, 6" CAP/PLUG	EA				\$	-	\$	355.00	0.00	0.00	\$	-	0.00%
47	FITTING, 8" BEND	EA				\$	-	\$	995.00	0.00	0.00	\$	-	0.00%
48	FITTING, 8" CAP/PLUG	EA				\$	-	\$	450.00	0.00	0.00	\$	-	0.00%
49	FITTING, 8"x4" REDUCER	EA				\$	-	\$	550.00	0.00	0.00	\$	-	0.00%
50	FITTING, 8"x6" TEE	EA				\$	-	\$	1,015.00	0.00	0.00	\$	-	0.00%
51	FITTING, 8"x8" TEE	EA				\$	-	\$	1,085.00	0.00	0.00	\$	-	0.00%
52	FITTING, 12" BEND	EA				\$	-	\$	1,275.00	0.00	0.00	\$	-	0.00%
53	FITTING, 12" CAP/PLUG	EA				\$	-	\$	685.00	0.00	0.00	\$	-	0.00%
54	FITTING, 12"x12" TEE	EA				\$	-	\$	1,650.00	0.00	0.00	\$	-	0.00%
55	FITTING, 16" BEND	EA				\$	-	\$	1,365.00	0.00	0.00	\$	-	0.00%
56	FITTING, 16" CAP/PLUG	EA				\$	-	\$	1,165.00	0.00	0.00	\$	-	0.00%
57	FITTING, 16"x8" REDUCER	EA				\$	-	\$	1,500.00	0.00	0.00	\$	-	0.00%
58	FITTING, 16"x6" TEE	EA				\$	-	\$	2,180.00	0.00	0.00	\$	-	0.00%
59	FITTING, 16"x8" TEE	EA				\$	-	\$	2,300.00	0.00	0.00	\$	-	0.00%
60	FITTING, 16"x12" TEE	LF				\$	-	\$	2,550.00	0.00	0.00	\$	-	0.00%
61	FITTING, 16"x16" TEE	LF				\$	-	\$	3,050.00	0.00	0.00	\$	-	0.00%
62	WATER SERVICE STUB, COPPER, 1 IN.	EA				\$	-	\$	27.00	0.00	0.00	\$	-	0.00%
63	WATER SERVICE STUB, COPPER, 2 IN.	EA				\$	-	\$	82.00	0.00	0.00	\$	-	0.00%
64	WATER SERVICE CORPORATION	EA				\$	-	\$	795.00	0.00	0.00	\$	-	0.00%
65	WATER SERVICE CURB STOP AND BOX	LF				\$	-	\$	1,010.00	0.00	0.00	\$	-	0.00%
66	WATER SERVICE, TEMPORARY CONNECTION	EA				\$	-	\$	1,350.00	0.00	0.00	\$	-	0.00%
67	WATER MAIN REMOVAL	EA				\$	-	\$	16.50	0.00	0.00	\$	-	0.00%
68	VALVE, GATE, 4 IN.	EA				\$	-	\$	1,500.00	0.00	0.00	\$	-	0.00%
69	VALVE, GATE, 6 IN.	EA				\$	-	\$	1,805.00	0.00	0.00	\$	-	0.00%
70	VALVE, GATE, 8 IN.	EA				\$	-	\$	2,525.00	0.00	0.00	\$	-	0.00%
71	VALVE, GATE, 12 IN.	EA				\$	-	\$	4,310.00	0.00	0.00	\$	-	0.00%
72	VALVE, GATE, 16 IN.	EA				\$	-	\$	11,700.00	0.00	0.00	\$	-	0.00%
73	VALVE, GATE, 12 IN. LIVE INSERT	EA				\$	-	\$	19,775.00	0.00	0.00	\$	-	0.00%
74	LINE STOP, 12 IN.	EA				\$	-	\$	16,300.00	0.00	0.00	\$	-	0.00%
75	FIRE HYDRANT ASSEMBLY	EA				\$	-	\$	7,690.00	0.00	0.00	\$	-	0.00%
76	FIRE HYDRANT ASSEMBLY REMOVAL	LS				\$	-	\$	500.00	0.00	0.00	\$	-	0.00%
77	TEMPORARY CONNECTION, WATER MAIN	EA				\$	-	\$	6,175.00	0.00	0.00	\$	-	0.00%
78	RELOCATION OF IRRIGATION METER	EA				\$	-	\$	2,500.00	0.00	0.00	\$	-	0.00%
79	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EA				\$	-	\$	4,360.00	0.00	0.00	\$	-	0.00%
80	MANHOLE, STORM SEWER, SW-401, 48 IN.	EA				\$	-	\$	4,000.00	0.00	0.00	\$	-	0.00%
81	MANHOLE, STORM SEWER, SW-401, 60 IN.	EA				\$	-	\$	4,615.00	0.00	0.00	\$	-	0.00%
82	MANHOLE, STORM SEWER, SW-401, 72 IN.	EA				\$	-	\$	7,425.00	0.00	0.00	\$	-	0.00%
83	MANHOLE, STORM SEWER, SW-401, 96 IN.	EA				\$	-	\$	13,500.00	0.00	0.00	\$	-	0.00%
84	INTAKE, SINGLE GRATE, SW-501	EA				\$	-	\$	3,000.00	0.00	0.00	\$	-	0.00%
85	INTAKE, SINGLE GRATE W/ MANHOLE, SW-503	EA				\$	-	\$	3,975.00	0.00	0.00	\$	-	0.00%
86	INTAKE, DOUBLE GRATE, SW-505	EA				\$	-	\$	4,400.00	0.00	0.00	\$	-	0.00%
87	INTAKE, DOUBLE GRATE, SW-505, MOD1	EA				\$	-	\$	7,650.00	0.00	0.00	\$	-	0.00%
88	INTAKE, DOUBLE GRATE W/ MANHOLE, SW-506	EA				\$	-	\$	6,500.00	0.00	0.00	\$	-	0.00%
89	INTAKE, DOUBLE GRATE W/ MANHOLE, SW-506, MOD1	EA				\$	-	\$	9,450.00	0.00	0.00	\$	-	0.00%
90	INTAKE, DOUBLE GRATE W/ MANHOLE, SW-506, MOD2	EA				\$	-	\$	11,725.00	0.00	0.00	\$	-	0.00%
91	INTAKE, DOUBLE GRATE W/ MANHOLE, SW-506, MOD3	EA				\$	-	\$	11,675.00	0.00	0.00	\$	-	0.00%

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92	INTAKE, CIRCULAR AREA, SW-512, CASE 1, 18 IN.	EA				\$	-	\$ 1,850.00	0.00	0.00	\$	-	0.00%
93	INTAKE, DRAIN BASIN, PVC, 12 IN. DOME GRATE	EA				\$	-	\$ 2,250.00	0.00	0.00	\$	-	0.00%
94	MANHOLE ADJUSTMENT, SANITARY, MINOR	EA				\$	-	\$ 2,025.00	0.00	0.00	\$	-	0.00%
95	MANHOLE ADJUSTMENT, SANITARY, MAJOR	EA				\$	-	\$ 3,050.00	0.00	0.00	\$	-	0.00%
96	INTAKE ADJUSTMENT, MAJOR	EA				\$	-	\$ 2,300.00	0.00	0.00	\$	-	0.00%
97	CONNECTION TO EXISTING INTAKE	EA				\$	-	\$ 4,550.00	0.00	0.00	\$	-	0.00%
98	REMOVE MANHOLE	SY				\$	-	\$ 750.00	0.00	0.00	\$	-	0.00%
99	REMOVE INTAKE	SY				\$	-	\$ 725.00	0.00	0.00	\$	-	0.00%
100	PAVEMENT, PCC, CLASS C, CLASS 4, 7 IN.	SY				\$	-	\$ 60.00	0.00	0.00	\$	-	0.00%
101	PAVEMENT, PCC, CLASS C, CLASS 4, 9 IN.	SY				\$	-	\$ 70.50	0.00	0.00	\$	-	0.00%
102	PAVEMENT, PCC, CLASS C, CLASS 4, 9 IN. COLORED	SY				\$	-	\$ 137.00	0.00	0.00	\$	-	0.00%
103	PAVEMENT, REINFORCED PCC, CLASS C, CLASS 4, 9 IN.	LS				\$	-	\$ 101.00	0.00	0.00	\$	-	0.00%
104	CONCRETE MEDIAN, DOWELED	SY				\$	-	\$ 160.00	0.00	0.00	\$	-	0.00%
105	PAVEMENT SAMPLES AND TESTING	SY				\$	-	\$ 7,500.00	0.00	0.00	\$	-	0.00%
106	REMOVAL OF SIDEWALK, SHARED USE PATH, OR DRIVEWAY	LF				\$	-	\$ 6.00	0.00	0.00	\$	-	0.00%
107	REMOVAL OF DRIVEWAY	SY				\$	-	\$ 6.50	0.00	0.00	\$	-	0.00%
108	REMOVAL OF CURB	SY				\$	-	\$ 16.00	0.00	0.00	\$	-	0.00%
109	SHARED USE PATH, PCC, 6 IN.	SY				\$	-	\$ 55.00	0.00	0.00	\$	-	0.00%
110	SIDEWALK, PCC, 5 IN.	SF				\$	-	\$ 60.00	0.00	0.00	\$	-	0.00%
111	SIDEWALK, CLASS A, PCC, 5 IN.	EA				\$	-	\$ 90.00	0.00	0.00	\$	-	0.00%
112	DETECTABLE WARNINGS	SY				\$	-	\$ 60.00	0.00	0.00	\$	-	0.00%
113	SIDEWALK TRENCH DRAIN	SY				\$	-	\$ 3,500.00	0.00	0.00	\$	-	0.00%
114	DRIVEWAY, PCC, 6 IN.	TON				\$	-	\$ 70.00	0.00	0.00	\$	-	0.00%
115	DRIVEWAY, PCC, 7 IN.	SY				\$	-	\$ 75.00	0.00	0.00	\$	-	0.00%
116	GRANULAR SURFACING, DRIVEWAY	LF				\$	-	\$ 47.00	0.00	0.00	\$	-	0.00%
117	PAVEMENT REMOVAL	SY				\$	-	\$ 5.50	0.00	0.00	\$	-	0.00%
118	CURB AND GUTTER REMOVAL	SY				\$	-	\$ 10.00	0.00	0.00	\$	-	0.00%
119	TEMPORARY PAVEMENT, PCC, 6 IN.	TON				\$	-	\$ 55.00	0.00	0.00	\$	-	0.00%
120	TEMPORARY PAVEMENT, HMA, 6 IN.	LS				\$	-	\$ 60.00	0.00	0.00	\$	-	0.00%
121	TEMPORARY GRANULAR	LS				\$	-	\$ 46.50	0.00	0.00	\$	-	0.00%
122	TRAFFIC SIGNALIZATION	LS				\$	-	\$150,000.00	0.00	0.00	\$	-	0.00%
123	REMOVAL OF TEMPORARY TRAFFIC SIGNALIZATION	STA				\$	-	\$ 4,053.00	0.00	0.00	\$	-	0.00%
124	RELOCATION OF TEMPORARY SIGNAL POLE	STA				\$	-	\$ 1,121.00	0.00	0.00	\$	-	0.00%
125	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA				\$	-	\$ 62.00	0.00	0.00	\$	-	0.00%
126	PAINTED PAVEMENT MARKINGS, DURABLE	EA				\$	-	\$ 132.00	0.00	0.00	\$	-	0.00%
127	WET, RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA				\$	-	\$ 200.00	0.00	0.00	\$	-	0.00%
128	PAINTED SYMBOLS AND LEGENDS, DURABLE	STA				\$	-	\$ 250.00	0.00	0.00	\$	-	0.00%
129	PAVEMENT MARKINGS REMOVED	EA				\$	-	\$ 55.00	0.00	0.00	\$	-	0.00%
130	GROOVES CUT FOR PAVEMENT MARKINGS	LS				\$	-	\$ 95.00	0.00	0.00	\$	-	0.00%
131	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA				\$	-	\$ 195.00	0.00	0.00	\$	-	0.00%
132	TEMPORARY TRAFFIC CONTROL	CDAY				\$	-	\$75,000.00	0.00	0.00	\$	-	0.00%
133	TEMPORARY DIRECTIONAL AND ACCESS SIGNS	LF				\$	-	\$ 300.00	0.00	0.00	\$	-	0.00%
134	PORTABLE DYNAMIC MESSAGE BOARDS	EA				\$	-	\$ 100.00	0.00	0.00	\$	-	0.00%
135	TEMPORARY BARRIER RAIL, CONCRETE	EA				\$	-	\$ 40.00	0.00	0.00	\$	-	0.00%
136	TYPE A SIGN ASSEMBLY, REMOVE AND SALVAGE	EA				\$	-	\$ 100.00	0.00	0.00	\$	-	0.00%
137	FLASHING BEACON SIGN, REMOVE AND SALVAGE	LF				\$	-	\$ 441.00	0.00	0.00	\$	-	0.00%
138	FLASHING BEACON SIGN, REINSTALL	LF				\$	-	\$ 1,900.00	0.00	0.00	\$	-	0.00%
139	CONDUIT, HDPE, SDR 13.5, 2"	EA				\$	-	\$ 18.00	0.00	0.00	\$	-	0.00%

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140	FIBER REMOVE AND REINSTALL	LF					\$	-	\$	2.20	0.00	0.00	\$	-	0.00%
141	FUSION SPLICE	LF					\$	-	\$	108.00	0.00	0.00	\$	-	0.00%
142	PULL ROPE	EA					\$	-	\$	0.75	0.00	0.00	\$	-	0.00%
143	TRACER WIRE	EA					\$	-	\$	1.10	0.00	0.00	\$	-	0.00%
144	HANDHOLE, TYPE II, FURNISH AND INSTALL	EA					\$	-	\$	1,200.00	0.00	0.00	\$	-	0.00%
145	HANDHOLE, TYPE IV, FURNISH AND INSTALL	ACRE					\$	-	\$	3,600.00	0.00	0.00	\$	-	0.00%
146	REMOVE HANDHOLE	ACRE					\$	-	\$	375.00	0.00	0.00	\$	-	0.00%
147	CONVENTIONAL SEEDING, TYPE 1 (PERM. LAWN MIX.)	ACRE					\$	-	\$	2,300.00	0.00	0.00	\$	-	0.00%
148	CONVENTIONAL SEEDING, TYPE 2 (SLOPE AND DITCH)	LS					\$	-	\$	2,000.00	0.00	0.00	\$	-	0.00%
149	CONVENTIONAL SEEDING, TYPE 4 (URBAN TEMP. EROS. CONTROL MIX)	LS					\$	-	\$	650.00	0.00	0.00	\$	-	0.00%
150	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), PREPARATION	LF					\$	-	\$	1,800.00	0.00	0.00	\$	-	0.00%
151	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	LF					\$	-	\$	10,800.00	0.00	0.00	\$	-	0.00%
152	FILTER SOCK, 12 IN. INSTALLATION	SY					\$	-	\$	2.75	0.00	0.00	\$	-	0.00%
153	FILTER SOCK, MAINTENANCE AND REMOVAL	TON					\$	-	\$	0.20	0.00	0.00	\$	-	0.00%
154	TEMPORARY ROLLED EROSION CONTROL PRODUCTS (RECP), TYPE 2C	TON					\$	-	\$	1.20	0.00	0.00	\$	-	0.00%
155	RIP RAP, CLASS E	LF					\$	-	\$	80.50	0.00	0.00	\$	-	0.00%
156	RIP RAP, EROSION STONE	LF					\$	-	\$	88.00	0.00	0.00	\$	-	0.00%
157	SILT FENCE OR SILT FENCE DITCH CHECK, INSTALLATION	LF					\$	-	\$	1.75	0.00	0.00	\$	-	0.00%
158	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	ACRE					\$	-	\$	0.05	0.00	0.00	\$	-	0.00%
159	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	EA					\$	-	\$	0.05	0.00	0.00	\$	-	0.00%
160	EROSION CONTROL, HYDROMULCHING	EA					\$	-	\$	2,700.00	0.00	0.00	\$	-	0.00%
161	INLET PROTECTION DEVICE, DROP-IN, INSTALLATION	EA					\$	-	\$	200.00	0.00	0.00	\$	-	0.00%
162	INLET PROTECTION DEVICE, DROP-IN, MAINTENANCE	EA					\$	-	\$	10.00	0.00	0.00	\$	-	0.00%
163	INLET PROTECTION DEVICE, ROCK, INSTALLATION	LF					\$	-	\$	205.00	0.00	0.00	\$	-	0.00%
164	INLET PROTECTION DEVICE, ROCK, MAINTENANCE	LF					\$	-	\$	150.00	0.00	0.00	\$	-	0.00%
165	CHAIN LINK FENCE	LF					\$	-	\$	28.35	0.00	0.00	\$	-	0.00%
166	REMOVE AND REINSTALL FENCE, WOOD	LF					\$	-	\$	42.00	0.00	0.00	\$	-	0.00%
167	REMOVAL OF FENCE, CHAIN LINK	LF					\$	-	\$	6.00	0.00	0.00	\$	-	0.00%
168	REMOVAL OF FENCE, FIELD FENCE	LF					\$	-	\$	3.00	0.00	0.00	\$	-	0.00%
169	TEMPORARY FENCE, CONSTRUCTION	EA					\$	-	\$	4.75	0.00	0.00	\$	-	0.00%
170	TEMPORARY FENCE, CHAIN LINK	LS					\$	-	\$	8.50	0.00	0.00	\$	-	0.00%
171	MEMORIAL BENCH, REMOVAL AND SALVAGE TO CITY	LS					\$	-	\$	2,500.00	0.00	0.00	\$	-	0.00%
172	MOBILIZATION	LS					\$	-	\$	400,000.00	0.00	0.00	\$	-	0.00%
173	MAINTENANCE OF POSTAL SERVICE	LS					\$	-	\$	14,000.00	0.00	0.00	\$	-	0.00%
174	MAINTENANCE OF SOLID WASTE COLLECTION	CY					\$	-	\$	14,000.00	0.00	0.00	\$	-	0.00%
175	CONCRETE WASHOUT	LS					\$	-	\$	20,000.00	0.00	0.00	\$	-	0.00%
176	COMPACTING BACKFILL ADJACENT TO BRIDGES, CULVERTS OR STRUCTURES	CY					\$	-	\$	150.00	0.00	0.00	\$	-	0.00%
177	REMOVALS, AS PER PLAN	CY					\$	-	\$	10,500.00	0.00	0.00	\$	-	0.00%
178	FLOODED BACKFILL	CY					\$	-	\$	62.00	0.00	0.00	\$	-	0.00%
179	EXCAVATION, CLASS 20	CY					\$	-	\$	16.50	0.00	0.00	\$	-	0.00%
180	GRANULAR MATERIAL FOR BLANKET	LBS					\$	-	\$	88.00	0.00	0.00	\$	-	0.00%
181	STRUCTURAL CONCRETE (RCB CULVERT)	LF					\$	-	\$	640.00	0.00	0.00	\$	-	0.00%
182	REINFORCING STEEL	EA					\$	-	\$	1.50	0.00	0.00	\$	-	0.00%
183	PRECAST CONCRETE BOX CULVERT, 8 FT X 4 FT	LS					\$	-	\$	625.00	0.00	0.00	\$	-	0.00%
184	PRECAST BOX CULVERT STRAIGHT END SECTION, 8 FT X 4 FT	TON					\$	-	\$	15,000.00	0.00	0.00	\$	-	0.00%
185	TEMPORARY SHORING	LF					\$	-	\$	116,000.00	0.00	0.00	\$	-	0.00%
186	EROSION STONE	LS					\$	-	\$	88.00	0.00	0.00	\$	-	0.00%
187	FENCE, CHAIN LINK, VINYL COATED	LF					\$	-	\$	175.00	0.00	0.00	\$	-	0.00%

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188	REMOVE AND REINSTALL EXISTING PRECAST BOX CULVERT	LS					\$ -	\$40,000.00	0.00	0.00	\$ -	0.00%
	Change Order Item											
1	RCB Collar	EA					\$ -	\$10,000.00	0	-	\$ -	0.00%
2	Cold Weather Protection	CY					\$ -	\$ 17.00	0	-	\$ -	0.00%
3	Hot Water Fee	CY					\$ -	\$ 7.00	0	-	\$ -	0.00%
4							\$ -	\$ -				0.00%
5							\$ -	\$ -				0.00%
6							\$ -	\$ -				0.00%
7							\$ -	\$ -				0.00%
8							\$ -	\$ -				0.00%

TOTAL VALUE OF STORED MATERIALS AND VALUE OF STORED
MATERIALS REMAINING TO DATE

\$349,050.00

\$ 349,050.00 100.00%

REQUEST FOR PAYMENT

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

Project: S-14121-23
GrimesPlex Buildings

Invoice: 141212305

Draw: 5

Draw 06

Invoice date: 12/29/2023

Period ending date: 12/31/2023

Contract date:

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

Architect:
Architect
ArchAddr1
ArchAddr2

Contract For:

Request for payment:

Original contract amount	\$4,538,000.00	
Approved changes	\$162,138.83	
Revised contract amount		\$4,700,138.83
Contract completed to date		\$2,845,859.80
Add-ons to date	\$0.00	
Taxes to date	\$0.00	
Less retainage	\$142,293.01	
Total completed less retainage		\$2,703,566.79
Less previous requests	\$2,244,019.18	
Current request for payment		\$459,547.61
Current billing		\$483,734.33
Current additional charges	\$0.00	
Current tax	\$0.00	
Less current retainage	\$24,186.72	
Current amount due		\$459,547.61
Remaining contract to bill	\$1,996,572.04	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	163,858.83	-16,349.00
Total approved this Month	14,629.00	
TOTALS	178,487.83	-16,349.00
NET CHANGES by Change Order	162,138.83	

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: 12/29/23

State Of Iowa

County Of Polk

Subscribed and sworn to before me this 29th day of December 2023

Notary Public:

My commission expires:

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 indicated, the quality of the Work is in accordance with the Contract Documents , and the Contractor is entitled to payment of the AMOUNT CERTIFIED .

AMOUNT CERTIFIED..... \$ 459,547.61

(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: 01.09.24

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 - 1-17-24
Pay Request No. 6

REQUEST FOR PAYMENT DETAIL

6

Project: S-14121-23 / GrimesPlex Buildings

Invoice: 141212305

Draw: 5

Period Ending Date: 12/31/2023 Detail Page 2 of 4 Pages

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	113,450.00	22,690.00		136,140.00	60.00	90,760.00	6,807.01
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			33,500.00	100.00		1,675.00
6	Slab on Grade Maintenace	28,500.00	28,500.00			28,500.00	100.00		1,425.00
7	PCC Shared Use Path	106,200.00						106,200.00	
8	Masonry Concession Labor	290,000.00	188,500.00	58,000.00		246,500.00	85.00	43,500.00	12,325.00
9	Masonry Concession Material	219,200.00	219,200.00			219,200.00	100.00		10,960.00
10	Masonry Maintenance Labor	86,000.00	43,000.00	43,000.00		86,000.00	100.00		4,300.00
11	Masonry Maintenance Material	79,500.00	79,500.00			79,500.00	100.00		3,975.00
12	Masonry Trash Encl/Monument	18,220.00	9,110.00	2,733.00		11,843.00	65.00	6,377.00	592.15
13	Masonry Trash Encl/Monument	29,000.00	29,000.00			29,000.00	100.00		1,450.00
14	Masonry Cast Stone	32,000.00	16,000.00	16,000.00		32,000.00	100.00		1,600.00
15	Masonry Reinforcing Materials	12,125.00	12,125.00			12,125.00	100.00		606.25
16	Structural Steel Materials	76,000.00	76,000.00			76,000.00	100.00		3,800.00
17	Structural Steel Labor	8,000.00	8,000.00			8,000.00	100.00		400.00
18	Wood Framing Materials	94,996.00	94,996.00			94,996.00	100.00		4,749.80
19	Wood Framing Labor	26,300.00	26,300.00			26,300.00	100.00		1,315.00
20	Trex Composite Material/Labor	7,100.00						7,100.00	
21	Glue Laminated Beam Material	106,413.00	106,413.00			106,413.00	100.00		5,320.66
22	Glue Laminated Beam Labor	14,100.00	14,100.00			14,100.00	100.00		705.00
23	CLT Decking Materials	138,000.00	138,000.00			138,000.00	100.00		6,900.00
24	CLT Decking Labor	18,000.00	18,000.00			18,000.00	100.00		900.00
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	9,035.00	36,140.00		45,175.00	100.00		2,258.75
28	Air Barrier/Joint Sealant Matl	26,255.00	5,251.00	21,004.00		26,255.00	100.00		1,312.75
29	Standing Seam Roof Materials	43,602.00	43,602.00			43,602.00	100.00		2,180.10
30	Standing Seam Roof Labor	49,731.00		47,244.45		47,244.45	95.00	2,486.55	2,362.22

Draw 06

REQUEST FOR PAYMENT DETAIL

6

Project: S-14121-23 / GrimesPlex Buildings

Invoice: 141212305

Draw: 5

Period Ending Date: 12/31/2023 Detail Page 3 of 4 Pages

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		3,820.00		3,820.00	20.00	15,280.00	191.00
34	Sheet Metal Flashing Labor	11,397.00		2,507.34		2,507.34	22.00	8,889.66	125.37
35	Membrane Roofing Materials	63,650.00	50,920.00	12,730.00		63,650.00	100.00		3,182.50
36	Membrane Roofing Labor	26,806.00	10,722.40	16,083.60		26,806.00	100.00		1,340.30
37	Hollow Metal Doors/Frame Mat	31,665.00	15,832.50	7,916.25		23,748.75	75.00	7,916.25	1,187.43
38	Hollow Metal Doors/Frame Lab	6,580.00	3,290.00	1,645.00		4,935.00	75.00	1,645.00	246.75
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: 141212305

Draw: 5

6

Period Ending Date: 12/31/2023 Detail Page 4 of 4 Pages

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	16,000.00	8,000.00		24,000.00	75.00	8,000.00	1,200.00
67	Plumbing Systems/Valves/Equi	226,000.00	146,900.00			146,900.00	65.00	79,100.00	7,345.00
68	Plumbing Insulation & Fixtures	123,500.00		27,170.00		27,170.00	22.00	96,330.00	1,358.50
69	Plumbing Specialties & Gas	106,000.00		27,560.00		27,560.00	26.00	78,440.00	1,378.00
70	HVAC Materials	161,982.00	64,792.80	19,437.84		84,230.64	52.00	77,751.36	4,211.53
71	HVAC Labor	61,328.00	15,332.00	9,199.20		24,531.20	40.00	36,796.80	1,226.56
72	Electrical Distribution Labor	81,128.00	48,676.80	8,112.80		56,789.60	70.00	24,338.40	2,839.48
73	Electrical Distribution Mat'ls	61,105.00	45,828.75			45,828.75	75.00	15,276.25	2,291.44
74	Lighting & Controls Labor	72,474.00	7,247.40	3,623.70		10,871.10	15.00	61,602.90	543.56
75	Lighting & Controls Materials	162,054.00		16,205.40		16,205.40	10.00	145,848.60	810.27
76	Access Control/Video Surv Mat	170,906.00						170,906.00	
77	Access Control/Video Surv Lat	93,335.00						93,335.00	
78	Earthwork	35,150.00	14,060.00	15,817.50		29,877.50	85.00	5,272.50	1,493.88
79	Site Utilities	34,923.00	34,923.00			34,923.00	100.00		1,746.15
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	19,500.00	3,900.00		23,400.00	60.00	15,600.00	1,170.00
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	90,760.00	18,152.00		108,912.00	60.00	72,608.00	5,445.60
88	Change Order 01	140,169.00	84,101.40	35,042.25		119,143.65	85.00	21,025.35	5,957.18
89	Change Order 02	7,340.83	3,670.42			3,670.42	50.00	3,670.41	183.52
90	Change Order 03	14,629.00	14,629.00			14,629.00	100.00		731.45

Totals	4,700,138.83	2,362,125.47	483,734.33			2,845,859.80	60.55	1,854,279.03	142,293.01
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APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW 19th Street Water Transmission Main
Contractor: Rognes Corporation
Address: 1609 N Ankeny Blvd ste 210
Finance Budget Code: 374-810-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: July 25th, 2023 **Vendor #** 2363

Date of Council Meeting: January 23, 2024 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: December 1, 2023 Through: December 31, 2023

Contract Summary

Original Contract Amount:	\$	1,734,626.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	1,734,626.00	
Total completed and stored to date:	\$	1,634,950.98	
Retainage: 5 % of Completed Work:	\$	81,747.55	
Total Earned less Retainage:	\$	1,553,203.43	
Less previous applications for payment:	\$	1,086,606.05	
SUBTOTAL	\$		466,597.38

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 466,597.38

Balance to finish, including retainage: \$ 181,422.57

Contract Time Remaining (If applicable) 182.00 CALENDAR DAYS

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

Construction Contractor Approval: Rognes Corporation

 **Signature** **Firm Name** **Date** 01-10-24

Engineer / Consultant Approval: **Firm Name**

Signature **Date**

City of Grimes Staff Approval:

 **Signature** **Date** 1-10-24

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	ITEM CODE	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	2010	TOPSOIL, ON-SITE	CY	2,530.00		2,530.00	\$ 8.00	\$ 20,240.00	2,530.00	\$ 20,240.00	\$ -	\$ 20,240.00	-	100.00%
2	3010	TRENCH FOUNDATION	TON	170.00		170.00	\$ 45.00	\$ 7,650.00	-	\$ -	\$ -	\$ -	170.00	0.00%
3	3010	REPLACEMENT UNSUITABLE BACKFILL	CY	200.00		200.00	\$ 20.00	\$ 4,000.00	-	\$ -	\$ -	\$ -	200.00	0.00%
4	5010	WATERMAIN TRENCH, DIP, CL 52 ZINC COATING 24IN	LF	5,160.00		5,160.00	\$ 200.00	\$ 1,032,000.00	5,140.00	\$ 1,028,000.00	\$ -	\$ 1,028,000.00	20.00	99.61%
5	5010	WATER MAIN, TRENCHED, PVC, DR-18, 16IN	LF	1,280.00		1,280.00	\$ 130.00	\$ 166,400.00	1,260.00	\$ 163,800.00	\$ -	\$ 163,800.00	20.00	98.44%
6	5010	WATER MAIN, TRENCHED, PVC, DR-18, 12IN	LF	40.00		40.00	\$ 107.00	\$ 4,280.00	-	\$ -	\$ 1,743.03	\$ 1,743.03	40.00	0.00%
7	5010	WATER MAIN, TRENCHED, RJ DIP, CLASS 52 W/ ZINC COATING 24IN	LF	260.00		260.00	\$ 302.00	\$ 78,520.00	264.00	\$ 79,728.00	\$ -	\$ 79,728.00	(4.00)	101.54%
8	5010	WATER MAIN, TRENCHED, RJ PVC, DR-18, 16 IN	LF	80.00		80.00	\$ 145.00	\$ 11,600.00	90.00	\$ 13,050.00	\$ -	\$ 13,050.00	(10.00)	112.50%
9	5010	WATER MAIN, TRENCHLESS, RJ PVC, DR-18, W/ STEEL CASING 24 IN	LF	100.00		100.00	\$ 957.00	\$ 95,700.00	100.00	\$ 95,700.00	\$ -	\$ 95,700.00	-	100.00%
10	5010	FITTING, DUCTILE IRON, BEND, 45-DEG 24 IN	EA	2.00		2.00	\$ 7,565.00	\$ 15,130.00	2.00	\$ 15,130.00	\$ -	\$ 15,130.00	-	100.00%
11	5010	FITTING, DUCTILE IRON, CAP, 24 IN	EA	1.00		1.00	\$ 4,175.00	\$ 4,175.00	1.00	\$ 4,175.00	\$ -	\$ 4,175.00	-	100.00%
12	5010	FITTING, DUCTILE IRON, REDUCER, 24 IN. X	EA	1.00		1.00	\$ 3,535.00	\$ 3,535.00	1.00	\$ 3,535.00	\$ -	\$ 3,535.00	-	100.00%
13	5010	FITTING, DUCTILE IRON, SLEEVE, 16 IN.	EA	1.00		1.00	\$ 2,545.00	\$ 2,545.00	1.00	\$ 2,545.00	\$ -	\$ 2,545.00	-	100.00%
14	5010	FITTING, DUCTILE IRON, SLEEVE, 12 IN	EA	2.00		2.00	\$ 1,290.00	\$ 2,580.00	-	\$ -	\$ 735.30	\$ 736.00	2.00	0.00%
15	5010	FITTING, DUCTILE IRON, TEE, 24 IN. X 16 IN	EA	1.00		1.00	\$ 10,130.00	\$ 10,130.00	1.00	\$ 10,130.00	\$ -	\$ 10,130.00	-	100.00%
16	5010	FITTING, DUCTILE IRON, TEE, 12 IN. X 12 IN.	EA	1.00		1.00	\$ 2,685.00	\$ 2,685.00	-	\$ -	\$ 724.95	\$ 724.95	1.00	0.00%
17	5020	VALVE, BUTTERFLY, 24 IN	EA	5.00		5.00	\$ 19,020.00	\$ 95,100.00	5.00	\$ 95,100.00	\$ -	\$ 95,100.00	-	100.00%
18	5020	VALVE, BUTTERFLY, 16 IN.	EA	1.00		1.00	\$ 10,610.00	\$ 10,610.00	1.00	\$ 10,610.00	\$ -	\$ 10,610.00	-	100.00%
19	5020	VALVE, GATE, 12 IN.	EA	1.00		1.00	\$ 3,915.00	\$ 3,915.00	1.00	\$ 3,915.00	\$ -	\$ 3,915.00	-	100.00%
20	5020	FIRE HYDRANT ASSEMBLY	EA	5.00		5.00	\$ 11,910.00	\$ 59,550.00	5.00	\$ 59,550.00	\$ -	\$ 59,550.00	-	100.00%
21	7040	FULL DEPTH PATCHES, PCC, 8 IN	SY	6.00		6.00	\$ 371.00	\$ 2,226.00	-	\$ -	\$ -	\$ -	6.00	0.00%
22	8030	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$ 16,840.00	\$ 16,840.00	-	\$ -	\$ -	\$ -	1.00	0.00%
23	9010	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC, TYPE 3	AC	2.40		2.40	\$ 5,510.00	\$ 13,224.00	-	\$ -	\$ -	\$ -	2.40	0.00%
24	9040	SWPPP MANAGEMENT	LS	1.00		1.00	\$ 12,710.00	\$ 12,710.00	0.90	\$ 11,439.00	\$ -	\$ 11,439.00	0.10	90.00%
25	9040	WATTLE, 12 IN	LF	800.00		800.00	\$ 4.00	\$ 3,200.00	25.00	\$ 100.00	\$ -	\$ 100.00	775.00	3.13%
26	9040	WATTLE, REMOVAL	LF	800.00		800.00	\$ 1.00	\$ 800.00	-	\$ -	\$ -	\$ -	800.00	0.00%
27	9040	SILT FENCE/SILT FENCE DITCH CHECK	LF	6,600.00		6,600.00	\$ 2.00	\$ 13,200.00	-	\$ -	\$ -	\$ -	6,600.00	0.00%
28	9040	SILT FENCE/SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	6,600.00		6,600.00	\$ 0.30	\$ 1,980.00	-	\$ -	\$ -	\$ -	6,600.00	0.00%
29	9040	SILT FENCE/SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	6,600.00		6,600.00	\$ 0.30	\$ 1,980.00	-	\$ -	\$ -	\$ -	6,600.00	0.00%
30	9040	EROSION CONTROL MULCHING, HYDROMULCHING, TYPE 5	AC	2.40		2.40	\$ 3,390.00	\$ 8,136.00	-	\$ -	\$ -	\$ -	2.40	0.00%
31	11020	MOBILIZATION	LS	1.00		1.00	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	\$ -	\$ 15,000.00	-	100.00%
32	11020	CONCRETE WASHOUT PITS	EA	1.00		1.00	\$ 4,765.00	\$ 4,765.00	-	\$ -	\$ -	\$ -	1.00	0.00%
33	SP	CONNECT TO EXISTING WATER MAIN	EA	2.00		2.00	\$ 5,110.00	\$ 10,220.00	-	\$ -	\$ -	\$ -	2.00	0.00%
Change Order Item														
CO1						-		\$ -		\$ -			-	0.00%
CO2						-		\$ -		\$ -			-	0.00%
CO3						-		\$ -		\$ -			-	0.00%
CO4						-		\$ -		\$ -			-	0.00%
CO5						-		\$ -		\$ -			-	0.00%
CO6						-		\$ -		\$ -			-	0.00%
CO7						-		\$ -		\$ -			-	0.00%
CO8						-		\$ -		\$ -			-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 1,734,626.00

\$ 1,634,950.98

94.25%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	December 26, 2023	\$1,086,606.05
2		
3		
4		
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Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
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TOTAL \$ 1,086,606.05

Record of Change Orders

No.	Date	Amount
1		
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25		

TOTAL \$ -

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	July 25, 2023
Original Contract Time:	341.00
Added by Change Order:	
Contract Time to Date:	341.00
Time Used to Date:	159.00
Contract Time Remaining:	182.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

STORED MATERIALS COST

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	PROPOSED STORED VALUE	QUANTITY CHANGE - 1	QUANTITY CHANGE - 2	TOTAL VALUE	UNIT PRICE	EQUIVALENT UNIT AMOUNT	REMAINING EQUIVALENT AMOUNT	VALUE OF STORED MATERIALS REMAINING	PERCENT REMAINING
1	TOPSOIL, ON-SITE	CY				\$ -	\$ 8.00	0.00	0.00	\$ -	0.00%
2	TRENCH FOUADATION	TON				\$ -	\$ 45.00	0.00	0.00	\$ -	0.00%
3	REPLACEMENT UNSUITABLE BACKFILL	CY				\$ -	\$ 20.00	0.00	0.00	\$ -	0.00%
4	WATERMAIN TRENCH, DIP, CL 52 ZINC COATING 24IN	LF	\$857,566.00			\$857,566.00	\$ 200.00	4287.83	0.00	\$ -	0.00%
5	WATER MAIN, TRENCHED, PVC, DR-18, 16IN	LF				\$ -	\$ 130.00	0.00	0.00	\$ -	0.00%
6	WATER MAIN, TRENCHED, PVC, DR-18, 12IN	LF	\$ 1,743.00			\$ 1,743.00	\$ 107.00	16.29	16.29	\$ 1,743.03	100.00%
7	WATER MAIN, TRENCHED, RJ DIP, CLASS 52 W/ ZINC COATING 24IN	LF	\$61,100.00			\$61,100.00	\$ 302.00	202.32	0.00	\$ -	0.00%
8	WATER MAIN, TRENCHED, RJ PVC, DR-18, 16 IN	LF	\$ 7,229.60			\$ 7,229.60	\$ 145.00	49.86	0.00	\$ -	0.00%
9	WATER MAIN, TRENCHLESS, RJ PVC, DR-18, W/ STEEL CASING 24 IN	LF	\$27,935.00			\$27,935.00	\$ 957.00	29.19	0.00	\$ -	0.00%
10	FITTING, DUCTILE IRON, BEND, 45-DEG 24 IN	EA	\$ 4,424.00			\$ 4,424.00	\$ 7,565.00	0.58	0.00	\$ -	0.00%
11	FITTING, DUCTILE IRON, CAP, 24 IN	EA	\$ 1,155.00			\$ 1,155.00	\$ 4,175.00	0.28	0.00	\$ -	0.00%
12	FITTING, DUCTILE IRON, REDUCER, 24 IN. X 12 IN.	EA	\$ 1,789.00			\$ 1,789.00	\$ 3,535.00	0.51	0.00	\$ -	0.00%
13	FITTING, DUCTILE IRON, SLEEVE, 16 IN.	EA	\$ 881.00			\$ 881.00	\$ 2,545.00	0.35	0.00	\$ -	0.00%
14	FITTING, DUCTILE IRON, SLEEVE, 12 IN	EA	\$ 736.00			\$ 736.00	\$ 1,290.00	0.57	0.57	\$ 735.30	99.90%
15	FITTING, DUCTILE IRON, TEE, 24 IN. X 16 IN	EA	\$ 3,731.00			\$ 3,731.00	\$10,130.00	0.37	0.00	\$ -	0.00%
16	FITTING, DUCTILE IRON, TEE, 12 IN. X 12 IN.	EA	\$ 719.00			\$ 719.00	\$ 2,685.00	0.27	0.27	\$ 724.95	100.83%
17	VALVE, BUTTERFLY, 24 IN	EA	\$74,400.00			\$74,400.00	\$19,020.00	3.91	0.00	\$ -	0.00%
18	VALVE, BUTTERFLY, 16 IN.	EA	\$ 9,310.00			\$ 9,310.00	\$10,610.00	0.88	0.00	\$ -	0.00%
19	VALVE, GATE, 12 IN.	EA	\$ 2,950.00			\$ 2,950.00	\$ 3,915.00	0.75	0.00	\$ -	0.00%
20	FIRE HYDRANT ASSEMBLY	EA	\$18,370.00			\$18,370.00	\$11,910.00	1.54	0.00	\$ -	0.00%
21	FULL DEPTH PATCHES, PCC, 8 IN	SY				\$ -	\$ 371.00	0.00	0.00	\$ -	0.00%
22	TEMPORARY TRAFFIC CONTROL	LS				\$ -	\$16,840.00	0.00	0.00	\$ -	0.00%
23	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC, TYPE 3	AC				\$ -	\$ 5,510.00	0.00	0.00	\$ -	0.00%
24	SWPPP MANAGEMENT	LS				\$ -	\$12,710.00	0.00	0.00	\$ -	0.00%
25	WATTLE, 12 IN	LF				\$ -	\$ 4.00	0.00	0.00	\$ -	0.00%
26	WATTLE, REMOVAL	LF				\$ -	\$ 1.00	0.00	0.00	\$ -	0.00%
27	SILT FENCE/SILT FENCE DITCH CHECK	LF				\$ -	\$ 2.00	0.00	0.00	\$ -	0.00%
28	SILT FENCE/SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF				\$ -	\$ 0.30	0.00	0.00	\$ -	0.00%
29	SILT FENCE/SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF				\$ -	\$ 0.30	0.00	0.00	\$ -	0.00%
30	EROSION CONTROL MULCHING, HYDROMULCHING, TYPE 5	AC				\$ -	\$ 3,390.00	0.00	0.00	\$ -	0.00%
31	MOBILIZATION	LS				\$ -	\$15,000.00	0.00	0.00	\$ -	0.00%
32	CONCRETE WASHOUT PITS	EA				\$ -	\$ 4,765.00	0.00	0.00	\$ -	0.00%
33	CONNECT TO EXISTING WATER MAIN	EA				\$ -	\$ 5,110.00	0.00	0.00	\$ -	0.00%
	Change Order Item										
1						\$ -	\$ -				0.00%
2						\$ -	\$ -				0.00%
3						\$ -	\$ -				0.00%
4						\$ -	\$ -				0.00%
5						\$ -	\$ -				0.00%
6						\$ -	\$ -				0.00%
7						\$ -	\$ -				0.00%
8						\$ -	\$ -				0.00%

TOTAL VALUE OF STORED MATERIALS AND VALUE OF STORED
MATERIALS REMAINING TO DATE\$ 1,074,038.60\$ 3,203.28 0.30%

Contractor's Application for Payment No.

30 (Thirty) FINAL

Application Period:

3/1/2023

to

12/8/2023

Application Date:

12/8/2023

To (Owner):	City of Grimes, IA 101 NE Harvey Street, Grimes, Iowa 50111	From (Contractor):	Shank Constructors, Inc. 3501 85th Avenue North, Brooklyn Park, MN 55443	Via (Engineer):	McClure Engineering Co. 1360 NW 121st St, Clive, IA 50325
Owner's DWSRF Number:	FS-77-18-DWSRF-016	Contractor's Contract Number:	1300	Engineer's Project Number:	190904
Project:	City of Grimes, IA - Reverse Osmosis Water Treatment Plant - Phase 1		Contract:	Grimes RO WTP - Phase 1	

Application For Payment - Change Order Summary

Approved Change Orders

Number	Additions	Deductions
001	\$ 37,166.00	\$ -
002	\$ 71,894.00	\$ -
003	\$ 312,226.00	\$ -
004	\$ 252,404.00	\$ -
005	\$ 43,285.00	\$ -
Totals:	\$ 716,975.00	\$ -
Net Change by Change Order:	\$ 716,975.00	

1. Original Contract Price.....	\$	17,951,200.00
2. Net change by Change Orders.....	\$	716,975.00
3. Current Contract Price (Line 1 ± 2).....	\$	18,668,175.00
4. Total Completed and Stored to Date (Column F on Progress Estimate).....	\$	18,668,175.00
5. Retainage		
a. 0.0% X \$ 18,668,175.00 Work Completed.....	\$	-
b. 0.0% X \$ - Stored Material.....	\$	-
c. Early Release of Retainage.....	\$	-
d. Total Retainage (Line 5a + Line 5b - Line 5c).....	\$	-
6. Amount Eligible to Date (Line 4 - Line 5d).....	\$	18,668,175.00
7. Less Previous Payments (Line 6 from prior Application).....	\$	18,618,175.00
8. Amount Due This Application.....	\$	50,000.00
9. Balance to Finish, Plus Retainage (Column G on Progress Estimate + Line 5 above).....	\$	-

Payment of: **\$50,000.00**

(Line 8 or other - attach explanation of the other amount)

is recommended by:


(Engineer)

1-8-2024
(Date)

Payment of: **\$50,000.00**

(Line 8 or other - attach explanation of the other amount)

is approved by:


(Owner)

1-17-24
(Date)

Approved by:

Funding Agency (if applicable)

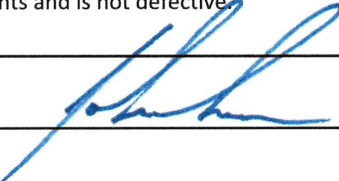
(Date)

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:



Date: **12/19/2023**

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	Grimes RO WTP - Phase 1				Application Number:	30 (Thirty) FINAL		
Application Period:	3/1/2023	to	12/8/2023		Application Date:	12/8/2023		
A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
Division 01 - General Requirements								
01.01	Bonds & Insurance	\$ 269,268.00	\$ 269,268.00	\$ -		\$ 269,268.00	100.00%	\$ -
01.02	General / Mobilization	\$ 88,000.00	\$ 88,000.00	\$ -		\$ 88,000.00	100.00%	\$ -
01.03	Furnishings / Appliance / AV Equipment Allowance	\$ 80,000.00	\$ 80,000.00	\$ -		\$ 80,000.00	100.00%	\$ -
01.04	Submittal Software Allowance	\$ 18,000.00	\$ 18,000.00	\$ -		\$ 18,000.00	100.00%	\$ -
Division 02 - Existing Conditions								
02.01	Demolition - Process	\$ 75,624.00	\$ 75,624.00	\$ -		\$ 75,624.00	100.00%	\$ -
02.02	Demolition - Existing Site Fence	\$ 7,800.00	\$ 7,800.00	\$ -		\$ 7,800.00	100.00%	\$ -
Division 03 - Concrete								
03.01	Cast In Place Concrete / Reinforcement							
03.01.1	Spread Footings Office Area	\$ 3,800.00	\$ 3,800.00	\$ -		\$ 3,800.00	100.00%	\$ -
03.01.2	Ribbon Footings Process Area	\$ 96,250.00	\$ 96,250.00	\$ -		\$ 96,250.00	100.00%	\$ -
03.01.3	Ribbon Footings Office Area	\$ 68,300.00	\$ 68,300.00	\$ -		\$ 68,300.00	100.00%	\$ -
03.01.4	Foundation Walls Process Area	\$ 13,850.00	\$ 13,850.00	\$ -		\$ 13,850.00	100.00%	\$ -
03.01.5	Pipe Trench Mat Slabs	\$ 179,240.00	\$ 179,240.00	\$ -		\$ 179,240.00	100.00%	\$ -
03.01.6	Pipe Trench Walls & Piers	\$ 266,844.00	\$ 266,844.00	\$ -		\$ 266,844.00	100.00%	\$ -
03.01.7	Basement Mat Slab	\$ 203,500.00	\$ 203,500.00	\$ -		\$ 203,500.00	100.00%	\$ -
03.01.8	Basement Walls & Columns	\$ 234,450.00	\$ 234,450.00	\$ -		\$ 234,450.00	100.00%	\$ -
03.01.9	Phosphate/Ammonia Area Slabs	\$ 29,462.00	\$ 29,462.00	\$ -		\$ 29,462.00	100.00%	\$ -
03.01.10	Phosphate/Ammonia Area Walls	\$ 44,100.00	\$ 44,100.00	\$ -		\$ 44,100.00	100.00%	\$ -
03.01.11	Chlorine Room Slabs	\$ 35,350.00	\$ 35,350.00	\$ -		\$ 35,350.00	100.00%	\$ -
03.01.12	Chlorine Room Walls	\$ 40,050.00	\$ 40,050.00	\$ -		\$ 40,050.00	100.00%	\$ -
03.01.13	Flushing Box	\$ 9,800.00	\$ 9,800.00	\$ -		\$ 9,800.00	100.00%	\$ -
03.01.14	Stoops	\$ 14,440.00	\$ 14,440.00	\$ -		\$ 14,440.00	100.00%	\$ -
03.01.15	Pump Room Elevated Slab	\$ 222,350.00	\$ 222,350.00	\$ -		\$ 222,350.00	100.00%	\$ -
03.01.16	SOG East Process Area	\$ 95,350.00	\$ 95,350.00	\$ -		\$ 95,350.00	100.00%	\$ -
03.01.17	SOG West Process Area	\$ 29,200.00	\$ 29,200.00	\$ -		\$ 29,200.00	100.00%	\$ -
03.01.18	SOG Office Area	\$ 30,690.00	\$ 30,690.00	\$ -		\$ 30,690.00	100.00%	\$ -

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			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
03.01.19	Generator Pad	\$ 49,070.00	\$ 49,070.00	\$ -		\$ 49,070.00	100.00%	\$ -
03.01.20	Sign	\$ 10,700.00	\$ 10,700.00	\$ -		\$ 10,700.00	100.00%	\$ -
03.01.21	Misc Equipment Pads	\$ 26,480.00	\$ 26,480.00	\$ -		\$ 26,480.00	100.00%	\$ -
03.01.22	Concrete Stair	\$ 4,500.00	\$ 4,500.00	\$ -		\$ 4,500.00	100.00%	\$ -
03.01.23	Precast Topping	\$ 4,800.00	\$ 4,800.00	\$ -		\$ 4,800.00	100.00%	\$ -
03.02	Precast Concrete	\$ 645,000.00	\$ 645,000.00	\$ -		\$ 645,000.00	100.00%	\$ -
Division 04 - Masonry								
04.01	Masonry	\$ 85,908.00	\$ 85,908.00	\$ -		\$ 85,908.00	100.00%	\$ -
Division 05 - Metals								
05.01	Structural Steel & Misc Metal / Steel Joist - Decking / Stairs - Railings - Grating	\$ 422,040.00	\$ 422,040.00	\$ -		\$ 422,040.00	100.00%	\$ -
05.02	Metals & Precast Erection	\$ 270,711.00	\$ 270,711.00	\$ -		\$ 270,711.00	100.00%	\$ -
Division 06 - Wood, Plastics, and Composites								
06.01	Rough Carpentry	\$ 2,500.00	\$ 2,500.00	\$ -		\$ 2,500.00	100.00%	\$ -
Division 07 - Thermal and Moisture Protection								
07.01	Damp Proofing - Insulation	\$ 17,245.00	\$ 17,245.00	\$ -		\$ 17,245.00	100.00%	\$ -
07.02	Roofing / Roofing Accessories	\$ 281,900.00	\$ 281,900.00	\$ -		\$ 281,900.00	100.00%	\$ -
07.03	Sealants	\$ 19,195.00	\$ 19,195.00	\$ -		\$ 19,195.00	100.00%	\$ -
Division 08 - Openings								
08.01	Doors / Frames / Hardware / Hatches							
08.01.1	Doors & Hardware	\$ 64,500.00	\$ 64,500.00	\$ -		\$ 64,500.00	100.00%	\$ -
08.01.2	Access Hatches	\$ 2,500.00	\$ 2,500.00	\$ -		\$ 2,500.00	100.00%	\$ -
08.02	Overhead Coiling Doors	\$ 52,000.00	\$ 52,000.00	\$ -		\$ 52,000.00	100.00%	\$ -
08.03	Aluminum Entrance & Storefronts	\$ 46,798.00	\$ 46,798.00	\$ -	\$ -	\$ 46,798.00	100.00%	\$ -
08.04	Architectural Louvers	\$ 46,521.00	\$ 46,521.00	\$ -		\$ 46,521.00	100.00%	\$ -
Division 09 - Finishes								
09.01	Gypsum Board / Framing / Ceilings	\$ 79,904.00	\$ 79,904.00	\$ -		\$ 79,904.00	100.00%	\$ -
09.02	Floor Coverings	\$ 30,600.00	\$ 30,600.00	\$ -	\$ -	\$ 30,600.00	100.00%	\$ -
09.03	Resinous Flooring	\$ 102,050.00	\$ 102,050.00	\$ -		\$ 102,050.00	100.00%	\$ -
09.04	Painting	\$ 284,354.00	\$ 284,354.00	\$ -		\$ 284,354.00	100.00%	\$ -
Division 10 - Specialties								
10.01	Signage	\$ 10,776.00	\$ 10,776.00	\$ -		\$ 10,776.00	100.00%	\$ -
10.02	Toilet Compartments & Accessories	\$ 2,710.00	\$ 2,710.00	\$ -		\$ 2,710.00	100.00%	\$ -
10.03	Shower Accessories	\$ 2,580.00	\$ 2,580.00	\$ -		\$ 2,580.00	100.00%	\$ -
10.04	Fire Extinguishers	\$ 1,540.00	\$ 1,540.00	\$ -		\$ 1,540.00	100.00%	\$ -

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
10.05	Lockers	\$ 3,275.00	\$ 3,275.00	\$ -		\$ 3,275.00	100.00%	\$ -
Division 12 - Furnishings								
12.01	Sunshades	\$ 16,572.00	\$ 16,572.00	\$ -		\$ 16,572.00	100.00%	\$ -
12.02	Window Shades	\$ 2,555.00	\$ 2,555.00	\$ -		\$ 2,555.00	100.00%	\$ -
12.03	Institutional Casework	\$ 11,848.00	\$ 11,848.00	\$ -		\$ 11,848.00	100.00%	\$ -
12.04	Lab Casework	\$ 21,840.00	\$ 21,840.00	\$ -		\$ 21,840.00	100.00%	\$ -
Division 21 - Fire Suppression								
21.01	Fire Protection	\$ 143,575.00	\$ 143,575.00	\$ -		\$ 143,575.00	100.00%	\$ -
Division 22 - Plumbing								
22.01	Plumbing / Fixtures / Equipment							
22.01.1	Process Air Piping & Compressor	\$ 15,850.00	\$ 15,850.00	\$ -		\$ 15,850.00	100.00%	\$ -
22.01.2	Basement Plumbing Underground	\$ 58,788.00	\$ 58,788.00	\$ -		\$ 58,788.00	100.00%	\$ -
22.01.3	Process Area Plumbing Underground	\$ 86,105.00	\$ 86,105.00	\$ -		\$ 86,105.00	100.00%	\$ -
22.01.4	Office Area Plumbing Underground	\$ 38,200.00	\$ 38,200.00	\$ -		\$ 38,200.00	100.00%	\$ -
22.01.5	Heating Water Piping	\$ 101,500.00	\$ 101,500.00	\$ -		\$ 101,500.00	100.00%	\$ -
22.01.6	Condensate Piping	\$ 7,500.00	\$ 7,500.00	\$ -		\$ 7,500.00	100.00%	\$ -
22.01.7	Building VT & Drain Process Area	\$ 38,500.00	\$ 38,500.00	\$ -		\$ 38,500.00	100.00%	\$ -
22.01.8	Building VT & Drain Office Area	\$ 38,500.00	\$ 38,500.00	\$ -		\$ 38,500.00	100.00%	\$ -
22.01.9	Domestic Water Piping Office Area	\$ 55,450.00	\$ 55,450.00	\$ -		\$ 55,450.00	100.00%	\$ -
22.01.10	Domestic Water Piping Process Area	\$ 33,280.00	\$ 33,280.00	\$ -		\$ 33,280.00	100.00%	\$ -
22.01.11	Plumbing Fixtures	\$ 18,500.00	\$ 18,500.00	\$ -		\$ 18,500.00	100.00%	\$ -
22.01.12	Trench Drains	\$ 30,050.00	\$ 30,050.00	\$ -		\$ 30,050.00	100.00%	\$ -
22.01.13	Heating Equipment	\$ 22,100.00	\$ 22,100.00	\$ -		\$ 22,100.00	100.00%	\$ -
Division 23 - Heating, Ventilating, and Air Conditioning (HVAC)								
23.01	HVAC							
23.01.1	Preconstruction/Mobilization	\$ 53,990.00	\$ 53,990.00	\$ -		\$ 53,990.00	100.00%	\$ -
23.01.2	Shop Frabrication	\$ 76,523.00	\$ 76,523.00	\$ -		\$ 76,523.00	100.00%	\$ -
23.01.3	HVAC Install	\$ 107,123.00	\$ 107,123.00	\$ -		\$ 107,123.00	100.00%	\$ -
23.01.4	HVAC Equipment	\$ 405,041.00	\$ 405,041.00	\$ -		\$ 405,041.00	100.00%	\$ -
23.01.5	HVAC Insulation	\$ 3,796.00	\$ 3,796.00	\$ -		\$ 3,796.00	100.00%	\$ -
23.01.6	Temperature Controls	\$ 105,622.00	\$ 105,622.00	\$ -		\$ 105,622.00	100.00%	\$ -
23.01.7	Test & Balance	\$ 5,565.00	\$ 5,565.00	\$ -		\$ 5,565.00	100.00%	\$ -
23.01.8	Commissioning	\$ 19,740.00	\$ 19,740.00	\$ -		\$ 19,740.00	100.00%	\$ -
23.01.9	Refrigeration Piping Modeling/Management	\$ 15,522.00	\$ 15,522.00	\$ -		\$ 15,522.00	100.00%	\$ -
23.01.10	Refrigeration Materials	\$ 15,995.00	\$ 15,995.00	\$ -		\$ 15,995.00	100.00%	\$ -

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
23.01.11	Refrigeration Labor	\$ 20,755.00	\$ 20,755.00	\$ -		\$ 20,755.00	100.00%	\$ -
23.02	Geothermal System	\$ 196,069.00	\$ 196,069.00	\$ -		\$ 196,069.00	100.00%	\$ -
Division 25 - Integrated Automation								
25.01	Approved Design Submittals	\$ 25,000.00	\$ 25,000.00	\$ -		\$ 25,000.00	100.00%	\$ -
25.02	Control Panels	\$ 225,000.00	\$ 225,000.00	\$ -		\$ 225,000.00	100.00%	\$ -
25.03	Computer Equipment and Software	\$ 160,000.00	\$ 160,000.00	\$ -		\$ 160,000.00	100.00%	\$ -
25.04	System Programming	\$ 35,000.00	\$ 35,000.00	\$ -		\$ 35,000.00	100.00%	\$ -
25.05	Instrumentation	\$ 14,500.00	\$ 14,500.00	\$ -		\$ 14,500.00	100.00%	\$ -
25.06	On Site Start Up/Training	\$ 21,000.00	\$ 21,000.00	\$ -		\$ 21,000.00	100.00%	\$ -
Division 26 - Electrical								
26.01	Electrical	\$ 1,188,553.00	\$ 1,188,553.00	\$ -		\$ 1,188,553.00	100.00%	\$ -
26.02	Electrical Gear - MCC's, Etc.	\$ 528,000.00	\$ 528,000.00	\$ -		\$ 528,000.00	100.00%	\$ -
26.03	Generator	\$ 1,277,947.00	\$ 1,277,947.00	\$ -		\$ 1,277,947.00	100.00%	\$ -
Division 27 - Communications								
27.01	Communication	\$ 37,100.00	\$ 37,100.00	\$ -		\$ 37,100.00	100.00%	\$ -
Division 28 - Electronic Safety and Security								
28.01	Electronic Safety and Security	\$ 66,700.00	\$ 66,700.00	\$ -		\$ 66,700.00	100.00%	\$ -
Division 31- Earthwork								
31.01	Mobilization	\$ 40,000.00	\$ 40,000.00	\$ -		\$ 40,000.00	100.00%	\$ -
31.02	Construction Entrance	\$ 2,250.00	\$ 2,250.00	\$ -		\$ 2,250.00	100.00%	\$ -
31.03	Strip, Stockpile & Respread Topsoil	\$ 65,000.00	\$ 65,000.00	\$ -		\$ 65,000.00	100.00%	\$ -
31.04	Site Excavating & Grading, Cut to Fill	\$ 85,000.00	\$ 85,000.00	\$ -		\$ 85,000.00	100.00%	\$ -
31.05	Over Excavation, Replace & Re-Compact of Building Pad Area 1	\$ 329,000.00	\$ 329,000.00	\$ -		\$ 329,000.00	100.00%	\$ -
31.06	Over Excavation & Replacement with Suitable Fill for Building Pad Area 2	\$ 595,000.00	\$ 595,000.00	\$ -		\$ 595,000.00	100.00%	\$ -
31.07	Excavation of Pipe Gallery, Trench to Treatment Room & Trench in Treatment Room	\$ 55,000.00	\$ 55,000.00	\$ -		\$ 55,000.00	100.00%	\$ -
31.08	Granular Backfill of Pipe Gallery, Trench to Treatment Room & Trench in Treatment Room	\$ 200,000.00	\$ 200,000.00	\$ -		\$ 200,000.00	100.00%	\$ -
31.09	Provide & Place Granular Subbase for Building Pad	\$ 54,179.00	\$ 54,179.00	\$ -		\$ 54,179.00	100.00%	\$ -
31.10	Silt Fence	\$ 3,055.00	\$ 3,055.00	\$ -		\$ 3,055.00	100.00%	\$ -

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
31.11	Inlet Protection	\$ 540.00	\$ 540.00	\$ -		\$ 540.00	100.00%	\$ -
Division 32- Exterior Improvements								
32.01	Seeding	\$ 19,351.00	\$ 19,351.00	\$ -		\$ 19,351.00	100.00%	\$ -
32.02	Plantings	\$ 11,200.00	\$ 11,200.00	\$ -		\$ 11,200.00	100.00%	\$ -
32.03	Sidewalks - Grading & Subgrade Prep	\$ 3,310.00	\$ 3,310.00	\$ -		\$ 3,310.00	100.00%	\$ -
32.04	Subgrade Prep for PCC Paving	\$ 30,690.00	\$ 30,690.00	\$ -		\$ 30,690.00	100.00%	\$ -
32.05	PCC Subbase - 6"including fabric	\$ 102,300.00	\$ 102,300.00	\$ -		\$ 102,300.00	100.00%	\$ -
32.06	Site PCC Paving	\$ 347,540.00	\$ 347,540.00	\$ -		\$ 347,540.00	100.00%	\$ -
32.07	Gravel Shoulders	\$ 2,660.00	\$ 2,660.00	\$ -		\$ 2,660.00	100.00%	\$ -
32.08	Gravel Drives including Fabric	\$ 33,660.00	\$ 33,660.00	\$ -		\$ 33,660.00	100.00%	\$ -
32.09	Install Vinyl Coated Fence	\$ 45,800.00	\$ 45,800.00	\$ -		\$ 45,800.00	100.00%	\$ -
32.10	Install Slide Gate & Operator	\$ 21,300.00	\$ 21,300.00	\$ -		\$ 21,300.00	100.00%	\$ -
Division 33 - Utilities								
33.01	Site Utilities / Water - Sewer - Storm							
33.01.1	Site Utility Mobilization	\$ 53,235.00	\$ 53,235.00	\$ -		\$ 53,235.00	100.00%	\$ -
33.01.2	Buildng Overflow Drain Pipe	\$ 190,780.00	\$ 190,780.00	\$ -		\$ 190,780.00	100.00%	\$ -
33.01.3	Sanitary Sewer Pipe & Structures	\$ 234,450.00	\$ 234,450.00	\$ -		\$ 234,450.00	100.00%	\$ -
33.01.4	Concentrate Pipe	\$ 397,450.00	\$ 397,450.00	\$ -		\$ 397,450.00	100.00%	\$ -
33.01.5	Perm Drain and Structure	\$ 218,730.00	\$ 218,730.00	\$ -		\$ 218,730.00	100.00%	\$ -
33.01.6	RAW Piping	\$ 54,900.00	\$ 54,900.00	\$ -		\$ 54,900.00	100.00%	\$ -
33.01.7	FW Piping	\$ 470,720.00	\$ 470,720.00	\$ -		\$ 470,720.00	100.00%	\$ -
33.01.8	CE Piping	\$ 206,380.00	\$ 206,380.00	\$ -		\$ 206,380.00	100.00%	\$ -
33.01.9	RCP Storm Drains	\$ 73,500.00	\$ 73,500.00	\$ -		\$ 73,500.00	100.00%	\$ -
33.01.10	SD Piping	\$ 28,330.00	\$ 28,330.00	\$ -		\$ 28,330.00	100.00%	\$ -
Division 40 - Process Interconnections								
40.01	Process Piping	\$ 788,732.00	\$ 788,732.00	\$ -		\$ 788,732.00	100.00%	\$ -
40.02	Process Valves	\$ 300,000.00	\$ 300,000.00	\$ -		\$ 300,000.00	100.00%	\$ -
40.03	Process Controls	\$ 38,500.00	\$ 38,500.00	\$ -		\$ 38,500.00	100.00%	\$ -
40.04	WTP Disinfection	\$ 10,000.00	\$ 10,000.00	\$ -		\$ 10,000.00	100.00%	\$ -
Division 41 - Material Processing and Handling Equipment								
41.01	Monorail Hoist	\$ 44,284.00	\$ 44,284.00	\$ -		\$ 44,284.00	100.00%	\$ -
Division 43 - Process Gas and Liquid Handling, Purification and Storage Equipment								
43.01	End Suction Pumps	\$ 22,000.00	\$ 22,000.00	\$ -	\$ -	\$ 22,000.00	100.00%	\$ -
43.02	Vertical Turbine Pumps	\$ 285,000.00	\$ 285,000.00	\$ -	\$ -	\$ 285,000.00	100.00%	\$ -
Division 46 - Water and Wastewater Equipment								

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
46.01	Chemical Feed / Valves / Mixers	\$ 407,871.00	\$ 407,871.00	\$ -		\$ 407,871.00	100.00%	\$ -
46.02	Lime Feed Equipment	\$ 442,500.00	\$ 442,500.00	\$ -		\$ 442,500.00	100.00%	\$ -
46.03	Aerators	\$ 77,629.00	\$ 77,629.00	\$ -	\$ -	\$ 77,629.00	100.00%	\$ -
46.04	Harn RO System Assigned Contract Allowance	\$ 1,327,752.00	\$ 1,327,752.00	\$ -		\$ 1,327,752.00	100.00%	\$ -
46.05	Equipment Install	\$ 160,493.00	\$ 160,493.00	\$ -		\$ 160,493.00	100.00%	\$ -
Approved Project Change Orders								
CO-001	Change Order #1	\$ 37,166.00	\$ 37,166.00	\$ -		\$ 37,166.00	100.00%	\$ -
CO-002	Change Order #2	\$ 71,894.00	\$ 71,894.00	\$ -		\$ 71,894.00	100.00%	\$ -
CO-003	Change Order #3	\$ 312,226.00	\$ 312,226.00	\$ -		\$ 312,226.00	100.00%	\$ -
CO-004	Change Order #4	\$ 252,404.00	\$ 252,404.00	\$ -	\$ -	\$ 252,404.00	100.00%	\$ -
CO-005	Change Order #5	\$ 43,285.00	\$ 43,285.00	\$ -	\$ -	\$ 43,285.00	100.00%	\$ -
	Total	\$ 18,668,175.00	\$ 18,668,175.00	\$ -	\$ -	\$ 18,668,175.00	100.00%	\$ -

Stored Material Summary

Contractor's Application

[illegible]

Partial Pay Estimates Paid-to-Date

Contractor's Application

For (Contract):	City of Grimes, IA - Reverse Osmosis Water Treatment Plant - Phase 1 Grimes RO WTP - Phase 1				Application Number:	30 (Thirty) FINAL
					Application Date:	12/8/2023
Application Period:	From:	3/1/2023	To:	12/8/2023	Contractor:	Shank Constructors, Inc. 3501 85th Avenue North, Brooklyn Park, MN 55443

Original Contract Amount: \$ 17,951,200.00

Approved Change Orders:

Number	Date	Amount
001	8/25/2020	\$ 37,166.00
002	1/12/2021	\$ 71,894.00
003	3/9/2021	\$ 312,226.00
004	2/8/2022	\$ 252,404.00
005	3/14/2023	\$ 43,285.00

Revised Contract Amount: \$ 18,668,175.00

Pay Estimates Paid-to-Date

Pay Estimate Number	Date	Amount
001 to 005	2/3/20 to 5/15/20	\$ 3,719,402.95
006 to 010	6/29/20 to 10/19/20	\$ 3,895,691.88
011 to 015	11/20/2020 to	\$ 5,415,027.55
016	4/16/2021	\$ 1,131,322.70
017	6/4/2021	\$ 1,073,885.70
018	6/30/2021	\$ 382,449.77
019	7/19/2021	\$ 222,000.18
020	8/16/2021	\$ 452,737.70
021	9/20/2021	\$ 463,738.80
022	10/20/2021	\$ 149,971.75
023	11/22/2021	\$ 144,101.70
024	12/20/2021	\$ 149,369.45
025	1/20/2022	\$ 560,362.94
026	4/26/2022	\$ 65,327.70
027	5/10/2022	\$ 433,168.23
028	6/14/2022	\$ 136,613.80
029 SUB-FINAL	3/22/2023	\$ 223,002.20

Total Estimates Paid to Date: \$ 18,618,175.00

030 FINAL	12/8/2023	\$ 50,000.00
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Total Construction Cost: \$ 18,668,175.00



611 5th Ave, Suite 300
Des Moines, IA 50309

Project Name: Grimes Public Library
Project # X237400
Date: 1/11/2024

PRIME VOLUME SUMMARY – Amount Due

Van Maanen Electric - \$3,667.83

G702/ CMA APPLICATION AND CERTIFICATION For Payment

To: City of Grimes 101 NE Harvey Street Grimes, IA 50111 kara.devenney@weitz.com	PROJECT: Grimes Public Library Complex Phase 2	Application No: 21 Application Date: 12/19/2023 Period From: 12/1/2023 Period To: 12/31/2023 Contract Date:	Distribution to: ☐ OWNER ☐ CONSTRUCTION MGR ☐ ARCHITECT ☐ CONTRACTOR ☐ OTHER
From: Van Maanen Electric Inc 500 Iowa Speedway Drive Newton, IA 50208	VIA Architect Invision		

2075

APPLICATION FOR PAYMENT

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

Continuation Sheet, AIA Document G703, is attached.

1 ORIGINAL CONTRACT SUM	\$	977,086.00
2 Net Change by Change Orders	\$	48,753.89
3 CONTRACT SUM TO DATE	\$	1,025,839.89
4 TOTAL COMPLETED AND STORED TO DATE	\$	1,025,804.49
5 RETAINAGE:		
a. 5% of Completed work	\$	51,290.22
b. 5% of Stored Material	\$	-
TOTAL RETAINAGE	\$	51,290.22
6 TOTAL EARNED LESS RETAINAGE	\$	974,514.27
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	970,846.44
8 CURRENT PAYMENT DUE	\$	3,667.83
9 BALANCE TO FINISH, INCLUDING RETAINAGE	\$	35.40

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by owner	\$ 42,802.84	\$ -
	\$ 4,342.42	
Total approval this Month	\$ 1,608.63	\$ -
TOTALS	\$ 48,753.89	\$ -
NET CHANGES by Change Order		\$ 48,753.89

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

CONTRACTOR: Van Maanen Electric, Inc

By: [Signature] Date: 12/19/23

Nathan Van Maanen, President

State of: Iowa

County of: Jasper

Subscribed and sworn before me this 19th day of December, 2023

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

Notary Public: [Signature] My Commission expires: 10/30/2024**CERTIFICATION FOR PAYMENT**

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

AMOUNT CERTIFIED

CONSTRUCTION MANAGER:

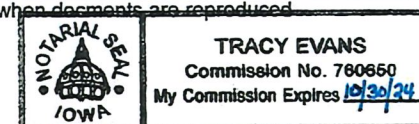
By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

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

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



CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulation below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 21

APPLICATION DATE: 19-Dec-23

PERIOD FROM: 1-Dec-23

TO: 31-Dec-23

ARCHITECT'S PROJECT NO:

A	B		C	D	E	F	G		H	I
ITEM No.	DESCRIPTION OF WORK		SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED		BALANCE TO FINISH C - G	RETAINAGE
				Previous Applications	This Application		AND STORED TO DATE (D + E + F)			
					Work in Place	Stored Materials (not in D or E)				
	Bond		9,770.00	9,770.00			9,770.00	100%	-	488.50
	Basic Electrical Requirements	M	11,976.86	11,858.49	118.37		11,976.86	100%	-	598.84
	Basic Electrical Requirements	L	11,412.00	11,297.40	114.60		11,412.00	100%	-	570.60
	Through Penetration Firestopping	M	852.00	852.00			852.00	100%	-	42.60
	Through Penetration Firestopping	L	2,165.00	2,165.00			2,165.00	100%	-	108.25
	Wire and Cable	M	59,358.60	59,358.60			59,358.60	100%	-	2,967.93
	Wire and Cable	L	31,200.00	31,200.00			31,200.00	100%	-	1,560.00
	Grounding and Bonding	M	1,351.00	1,351.00			1,351.00	100%	-	67.55
	Grounding and Bonding	L	2,410.00	2,410.00			2,410.00	100%	-	120.50
	Conduit and Boxes	M	56,112.54	56,112.54			56,112.54	100%	-	2,805.63
	Conduit and Boxes	L	91,400.00	91,400.00			91,400.00	100%	-	4,570.00
	Electrical Identification	M	560.00	560.00			560.00	100%	-	28.00
	Electrical Identification	L	1,250.00	1,250.00			1,250.00	100%	-	62.50
	Power Systems Study	M	2,140.00	2,118.00			2,118.00	99%	22.00	105.90
	Power Systems Study	L	1,360.00	1,346.40			1,346.40	99%	13.60	67.32
	Power Monitoring and Control Systems	M	3,140.00	3,140.00			3,140.00	100%	-	157.00
	Power Monitoring and Control Systems	L	3,150.00	3,150.00			3,150.00	100%	-	157.50
	Lighting Control Systems	M	21,400.00	21,400.00			21,400.00	100%	-	1,070.00
	Lighting Control Systems	L	12,540.00	12,540.00			12,540.00	100%	-	627.00
	Service Entrance	M	18,741.00	18,741.00			18,741.00	100%	-	937.05
	Service Entrance	L	12,540.00	12,540.00			12,540.00	100%	-	627.00
	Dry Type Transformers	M	9,140.00	9,140.00			9,140.00	100%	-	457.00
	Dry Type Transformers	L	9,452.00	9,452.00			9,452.00	100%	-	472.60
	Panelboards	M	21,540.00	21,540.00			21,540.00	100%	-	1,077.00
	Panelboards	L	14,652.00	14,652.00			14,652.00	100%	-	732.60
	Wiring Devices	M	16,851.00	16,851.00			16,851.00	100%	-	842.55
	Wiring Devices	L	9,140.00	9,140.00			9,140.00	100%	-	457.00
	Fuses	M	1,250.00	1,250.00			1,250.00	100%	-	62.50
	Fuses	L	2,150.00	2,150.00			2,150.00	100%	-	107.50
	Disconnect Switches	M	5,140.00	5,140.00			5,140.00	100%	-	257.00
	Disconnect Switches	L	3,150.00	3,150.00			3,150.00	100%	-	157.50
	Contactors	M	3,120.00	3,120.00			3,120.00	100%	-	156.00
	Contactors	L	2,890.00	2,890.00			2,890.00	100%	-	144.50
	Surge Protection Sevicees	M	3,412.00	3,412.00			3,412.00	100%	-	170.60
	Surge Protection Sevicees	L	950.00	950.00			950.00	100%	-	47.50
	LED Lighting	M	137,400.00	137,400.00			137,400.00	100%	-	6,870.00
	LED Lighting	L	42,100.00	42,100.00			42,100.00	100%	-	2,105.00
	Basic Communications Systems Requirements	M	3,140.00	3,140.00			3,140.00	100%	-	157.00
	Basic Communications Systems Requirements	L	2,140.00	2,140.00			2,140.00	100%	-	107.00
	Communications Bonding	M	850.00	850.00			850.00	100%	-	42.50

Communications Bonding	L	780.00	780.00			780.00	100%	-	39.00
Interior Communications pathways	M	8,410.00	8,410.00			8,410.00	100%	-	420.50
Interior Communications pathways	L	12,140.00	12,140.00			12,140.00	100%	-	607.00
Exterior Communications pathways	M	6,140.00	6,140.00			6,140.00	100%	-	307.00
Exterior Communications pathways	L	8,140.00	8,140.00			8,140.00	100%	-	407.00
Identification and Administration	M	850.00	850.00			850.00	100%	-	42.50
Identification and Administration	L	950.00	950.00			950.00	100%	-	47.50
Communication Equipment Rooms	M	4,510.00	4,464.90	45.10		4,510.00	100%	-	225.50
Communication Equipment Rooms	L	8,140.00	8,058.60	81.40		8,140.00	100%	-	407.00
Horizontal Cabling Requirements	M	21,400.00	21,400.00			21,400.00	100%	-	1,070.00
Horizontal Cabling Requirements	L	12,410.00	12,410.00			12,410.00	100%	-	620.50
Testing	M	570.00	564.00	6.00		570.00	100%	-	28.50
Testing	L	840.00	831.00	9.00		840.00	100%	-	42.00
Structured Cabling Systems Warranty	M	650.00	643.00	7.00		650.00	100%	-	32.50
Structured Cabling Systems Warranty	L	814.00	805.50	8.50		814.00	100%	-	40.70
Professional Audio/Video System	M	81,400.00	80,752.91	647.09		81,400.00	100%	-	4,070.00
Professional Audio/Video System	L	21,600.00	21,384.00	216.00		21,600.00	100%	-	1,080.00
Paging Systems	M	9,841.00	9,742.59	98.41		9,841.00	100%	-	492.05
Paging Systems	L	7,412.00	7,338.20	73.80		7,412.00	100%	-	370.60
Basic Electronic Safety and Security Systems Requirements	M	3,140.00	3,112.00	28.00		3,140.00	100%	-	157.00
Basic Electronic Safety and Security Systems Requirements	L	4,165.00	4,126.75	38.25		4,165.00	100%	-	208.25
Electronic Access Control	M	28,951.00	28,661.05	289.95		28,951.00	100%	-	1,447.55
Electronic Access Control	L	16,851.00	16,681.70	169.30		16,851.00	100%	-	842.55
Video Surveillance	M	10,848.00	10,738.40	109.60		10,848.00	100%	-	542.40
Video Surveillance	L	3,154.00	3,121.70	32.30		3,154.00	100%	-	157.70
Rescue Assistance Communication	M	7,331.00	7,257.05	73.95		7,331.00	100%	-	366.55
Rescue Assistance Communication	L	4,120.00	4,078.00	42.00		4,120.00	100%	-	206.00
Fire Alarm and Detection Systems	M	18,383.00	18,383.00			18,383.00	100%	-	919.15
Fire Alarm and Detection Systems	L	29,850.00	29,850.00			29,850.00	100%	-	1,492.50
Change Order #1		27,500.15	27,500.15			27,500.15	100%	-	1,375.01
Change Order #2		4,702.82	4,702.82			4,702.82	100%	-	235.14
Change Order #3		4,849.00	4,849.00			4,849.00	100%	-	242.45
Change Order #4		5,023.36	5,023.36			5,023.36	100%	-	251.17
Change Order #5		727.51	727.51			727.51	100%	-	36.38
Change Order #6		4,342.42	4,299.00	43.42		4,342.42	100%	-	217.12
Change Order #7		1,608.83	-	1,608.83		1,608.83	100%	-	80.44
			-			-	0%	-	-
		1,025,840.09	\$1,021,943.62	\$3,860.87	\$0.00	\$1,025,804.49	100.00%	\$35.60	\$51,290.22

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006



611 5th Ave, Suite 300
Des Moines, IA 50309

Project Name: Grimes Public Library

Project # X237400

Date: 1/11/2024

PRIME VOLUME SUMMARY – Amount Due

Des Moines Marble - \$1,239.75

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT

X236500

Page 1 of 2 Pages

TO (OWNER): The Weitz Company

611 5th Avenue, Suite 300
Des Moines, Iowa 50309

PROJECT: Grimes Public Library

Grimes, Iowa

APPLICATION NO: 4

DISTRIBUTION TO:

[] OWNER
[] ARCHITECT
[] CONTRACTOR

PERIOD TO: 12/31/2023

FROM (CONTRACTOR): Des Moines Marble & Mantel (VIA (ARCHITECT):

1507 Ohio Street

Des Moines, Iowa 50314

ARCHITECTS

PROJECT NO: _____

FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by owner		ADDITIONS	DEDUCTIONS
TOTAL		\$ 6,655.00	
APPROVED THIS MONTH			
NUMBER	DATE APPROVED		
TOTALS		\$ 6,655.00	\$ 6,655.00

Net change by Change Orders

The undersigned Contractor certifies that to the best of his 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 him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

DES MOINES MARBLE & MANTEL CO.

BY:

Date: December 20, 2023

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

State of: Iowa

County of: Polk

Notary Public:

My Commission expires: 6/4/2008

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$

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

ARCHITECT:

By: _____ Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NO: 4

APPLICATION DATE: 12/20/2023

In tabulations below, amounts are stated to the nearest dollar.

PERIOD FROM: 12/1/2023

Use column I on Contracts where variable retainage for line items may apply.

TO: 12/31/2023

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G	H	I
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED THIS APPLICATION		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 5%
			PREVIOUS APPLICATIONS	WORK IN PLACE STORED MATERIALS (not in D or E)				
1	TILE WORK					0.00	0.00	0.00
2	LABOR	48,475.00	48,475.00			48,475.00	0.00	2,423.75
3	MATERIAL	68,750.00	68,750.00			68,750.00	0.00	3,437.50
4						0.00	0.00	0.00
5	BOND	1,800.00	1,800.00			1,800.00	0.00	90.00
6						0.00	0.00	0.00
7	ADD CO #1	5,350.00	5,350.00			5,350.00	0.00	267.50
8	ADD CO #2	1,305.00		1,305.00		1,305.00	0.00	65.25
9						0.00	0.00	0.00
10						0.00	0.00	0.00
11						0.00	0.00	0.00
12						0.00	0.00	0.00
13						0.00	0.00	0.00
14						0.00	0.00	0.00
15						0.00	0.00	0.00
16						0.00	0.00	0.00
17						0.00	0.00	0.00
18						0.00	0.00	0.00
19						0.00	0.00	0.00
20						0.00	0.00	0.00
21						0.00	0.00	0.00
22						0.00	0.00	0.00
23						0.00	0.00	0.00
24						0.00	0.00	0.00
25						0.00	0.00	0.00
26						0.00	0.00	0.00
27						0.00	0.00	0.00
28						0.00	0.00	0.00
29						0.00	0.00	0.00
30						0.00	0.00	0.00
31						0.00	0.00	0.00
32						0.00	0.00	0.00
33						0.00	0.00	0.00
TOTAL		125,680.00	124,375.00	1,305.00	0.00	125,680.00	0.00	6,284.00



611 5th Ave, Suite 300
Des Moines, IA 50309

Project Name: Grimes Public Library
Project # X237400
Date: 1/11/2024

PRIME VOLUME SUMMARY – Amount Due

Graphite Group: \$31,045.70

AIA Type Document
Application and Certification for Payment

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

PROJECT: Grimes Public Library
Grimes, IA 50111

APPLICATION NO: 21
PERIOD TO: 12/31/2023

DISTRIBUTION
TO:
- OWNER
- ARCHITECT
- CONTRACTOR

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

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

ARCHITECT'S
PROJECT NO:

CONTRACT FOR: Grimes Public Library

CONTRACT DATE: 12/17/2021

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

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

1. ORIGINAL CONTRACT SUM	\$ 2,665,000.00
2. Net Change by Change Orders	59,108.51
3. CONTRACT SUM TO DATE (Line 1 + 2)	2,724,108.51
4. TOTAL COMPLETED AND STORED TO DATE	2,682,635.77

By: *John Carr* Date: 12/21/2023

5. RETAINAGE:

a. 5.00 % of Completed Work \$ 134,131.81
b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 134,131.81

6. TOTAL EARNED LESS RETAINAGE \$ 2,548,503.96
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 2,517,458.26

8. CURRENT PAYMENT DUE \$ 31,045.70

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 175,604.55
(Line 3 less Line 6)



State of: IA

County of: Pok

Subscribed and Sworn to before me this 21 Day of December 20 23

Notary Public: *JANEY CORBIN*

My Commission Expires: 04/30/2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ARCHITECT:

By: Date:

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	64,438.54	-5,330.03
Total approved this Month	0.00	0.00
TOTALS	64,438.54	-5,330.03
NET CHANGES by Change Order	59,108.51	

AIA Type Document
Application and Certification for Payment

Page 2 of 6

TO (OWNER): City of Grimes 101 NE Harvey Street Grimes, IA 50111	PROJECT: Grimes Public Library Grimes, IA 50111	APPLICATION NO: 21 PERIOD TO: 12/31/2023	DISTRIBUTION TO: _ OWNER _ ARCHITECT _ CONTRACTOR
FROM (CONTRACTOR): Graphite Construction Group 1955 NE 58th Ave, Site 100 Des Moines, IA 50313	VIA (ARCHITECT): Invision Architecture, LTD 501 Sycamore St, #101 Waterloo, IA 50701	ARCHITECT'S PROJECT NO:	
CONTRACT FOR: Grimes Public Library			CONTRACT DATE: 12/17/2021

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
General Conditions									
1	General Conditions	178,363.00	173,515.00	2,350.00	0.00	175,865.00	98.60	2,498.00	8,793.25
2	Surveying	10,500.00	10,500.00	0.00	0.00	10,500.00	100.00	0.00	525.00
3	Bond	20,525.12	20,525.12	0.00	0.00	20,525.12	100.00	0.00	1,026.26
4	Overhead and Fee	85,000.00	82,691.00	1,120.00	0.00	83,811.00	98.60	1,189.00	4,190.55
5	Project Preconstruction	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00	0.00	2,000.00
6	Mobilization	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00	0.00	3,000.00
7	Temp Labor	28,000.00	16,800.00	0.00	0.00	16,800.00	60.00	11,200.00	840.00
8	Temp Material	12,150.00	12,150.00	0.00	0.00	12,150.00	100.00	0.00	607.50
9	Post Construction Cleaning	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00
General Conditions Total		435,538.12	416,181.12	3,470.00	0.00	419,651.12	96.35	15,887.00	20,982.56
Concrete									
033000.1	Mobilization	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00	0.00	1,750.00
033000.2	M-Foundations	118,198.50	118,198.50	0.00	0.00	118,198.50	100.00	0.00	5,909.93
033000.3	L-Foundations	197,301.50	197,301.50	0.00	0.00	197,301.50	100.00	0.00	9,865.08
033000.4	M-SOG	36,810.77	36,810.77	0.00	0.00	36,810.77	100.00	0.00	1,840.54
033000.5	L-SOG	60,453.05	60,453.05	0.00	0.00	60,453.05	100.00	0.00	3,022.65
033000.6	M-SOD	11,935.22	11,935.22	0.00	0.00	11,935.22	100.00	0.00	596.76
033000.7	L-SOD	36,060.96	36,060.96	0.00	0.00	36,060.96	100.00	0.00	1,803.05
033000.8	L-Backfill Footings and Foundations	13,250.00	13,250.00	0.00	0.00	13,250.00	100.00	0.00	662.50
033000.9	M/L-Concrete Sealer	466.50	0.00	0.00	0.00	0.00	0.00	466.50	0.00

AIA Type Document
Application and Certification for Payment

Page 3 of 6

TO (OWNER): City of Grimes 101 NE Harvey Street Grimes, IA 50111		PROJECT: Grimes Public Library Grimes, IA 50111		APPLICATION NO: 21 PERIOD TO: 12/31/2023		DISTRIBUTION TO: _ OWNER _ ARCHITECT _ CONTRACTOR	
FROM (CONTRACTOR): Graphite Construction Group 1955 NE 58th Ave, Ste 100 Des Moines, IA 50313		VIA (ARCHITECT): Invision Architecture, LTD 501 Sycamore St, #101 Waterloo, IA 50701		ARCHITECT'S PROJECT NO:			
CONTRACT FOR: Grimes Public Library				CONTRACT DATE: 12/17/2021			

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
Structural Steel									
	Concrete Total	509,476.50	509,010.00	0.00	0.00	509,010.00	99.91	466.50	25,450.51
055000.1	L-Mobilization	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00	0.00	125.00
051223.1	L-Freight-Steel Supplier	7,250.00	7,250.00	0.00	0.00	7,250.00	100.00	0.00	362.50
051223.2	L-Draft-Steel Supplier	25,925.00	25,925.00	0.00	0.00	25,925.00	100.00	0.00	1,296.25
051223.3	M-Structural Steel	403,660.00	403,660.00	0.00	0.00	403,660.00	100.00	0.00	20,183.00
052100.1	M-Steel Joists/Deck	347,000.00	347,000.00	0.00	0.00	347,000.00	100.00	0.00	17,350.00
055000.2	M-Metal Fabrications	148,950.00	148,950.00	0.00	0.00	148,950.00	100.00	0.00	7,447.50
055000.3	L-Steel Erection	279,124.00	279,124.00	0.00	0.00	279,124.00	100.00	0.00	13,956.20
055000.4	M/L-Grout Columns	1,400.00	1,400.00	0.00	0.00	1,400.00	100.00	0.00	70.00
	Structural Steel Total	1,215,809.00	1,215,809.00	0.00	0.00	1,215,809.00	100.00	0.00	60,790.45
Wood and Plastics									
061000.1	M-Rough Carpentry	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00	0.00	450.00
061000.2	L-Rough Carpentry	16,166.00	16,166.00	0.00	0.00	16,166.00	100.00	0.00	808.30
064100.1	M-Architectural Wood Casework	54,988.78	46,988.78	8,000.00	0.00	54,988.78	100.00	0.00	2,749.44
064100.2	L-Mobilization Carpentry Sub	6,480.00	6,480.00	0.00	0.00	6,480.00	100.00	0.00	324.00
064100.3	L-Finish Carpentry	37,600.00	32,963.92	4,636.08	0.00	37,600.00	100.00	0.00	1,880.00
	Wood and Plastics Total	124,234.78	111,598.70	12,636.08	0.00	124,234.78	100.00	0.00	6,211.74
Thermal and Moisture									
071400.1	M/L-Fluid Applied Waterproofing @ Elevator Pit	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00	0.00	75.00
078400.1	M/L-Firestopping	680.00	0.00	0.00	0.00	0.00	0.00	680.00	0.00

AIA Type Document
Application and Certification for Payment

Page 4 of 6

TO (OWNER): City of Grimes 101 NE Harvey Street Grimes, IA 50111	PROJECT: Grimes Public Library Grimes, IA 50111	APPLICATION NO: 21 PERIOD TO: 12/31/2023	DISTRIBUTION TO: _ OWNER _ ARCHITECT _ CONTRACTOR
FROM (CONTRACTOR): Graphite Construction Group 1955 NE 58th Ave, Ste 100 Des Moines, IA 50313	VIA (ARCHITECT): Invision Architecture, LTD 501 Sycamore St, #101 Waterloo, IA 50701	ARCHITECT'S PROJECT NO:	

CONTRACT FOR: Grimes Public Library				CONTRACT DATE: 12/17/2021					
ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
079200.1	M-Joint Sealants	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
079200.2	L-Joint Sealants	3,500.00	0.00	0.00	0.00	0.00	0.00	3,500.00	0.00
	Thermal and Moisture Total	7,180.00	1,500.00	0.00	0.00	1,500.00	20.89	5,680.00	75.00
Openings									
081113.1	M-Hollow Metal Doors and Frames	24,420.00	24,420.00	0.00	0.00	24,420.00	100.00	0.00	1,221.00
081416.1	M-Flush Wood Doors	16,402.00	16,402.00	0.00	0.00	16,402.00	100.00	0.00	820.10
083300.1	M-Side Coiling Security Grilles	35,500.00	35,500.00	0.00	0.00	35,500.00	100.00	0.00	1,775.00
083300.2	L-Side Coiling Security Grilles	84,200.00	84,200.00	0.00	0.00	84,200.00	100.00	0.00	4,210.00
087100.1	M-Door Hardware	40,205.00	40,205.00	0.00	0.00	40,205.00	100.00	0.00	2,010.25
087100.2	M-Knox Box	675.00	675.00	0.00	0.00	675.00	100.00	0.00	33.75
087100.3	M/L-Book Drop	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
	Openings Total	202,902.00	201,402.00	0.00	0.00	201,402.00	99.26	1,500.00	10,070.10
Specialties									
101100.1	M-Visual Display Specialties	1,316.00	1,316.00	0.00	0.00	1,316.00	100.00	0.00	65.80
101400.1	M-Signage	9,670.00	9,670.00	0.00	0.00	9,670.00	100.00	0.00	483.50
101400.2	L-Signage	3,650.00	3,650.00	0.00	0.00	3,650.00	100.00	0.00	182.50
102113.1	M-Plastic Toilet Compartments	2,872.00	2,872.00	0.00	0.00	2,872.00	100.00	0.00	143.60
102239.1	M-Folding Panel Partitions	47,900.00	47,900.00	0.00	0.00	47,900.00	100.00	0.00	2,395.00
102240.1	L-Folding Panel Partitions	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00	0.00	200.00
102600.1	M-Wall & Door Protection	2,311.00	2,311.00	0.00	0.00	2,311.00	100.00	0.00	115.55
102800.1	M-Toilet, Bath & Laundry Accessories	19,103.00	19,103.00	0.00	0.00	19,103.00	100.00	0.00	955.15

AIA Type Document
Application and Certification for Payment

Page 5 of 6

TO (OWNER): City of Grimes 101 NE Harvey Street Grimes, IA 50111		PROJECT: Grimes Public Library Grimes, IA 50111	APPLICATION NO: 21 PERIOD TO: 12/31/2023	DISTRIBUTION TO: _ OWNER _ ARCHITECT _ CONTRACTOR
FROM (CONTRACTOR): Graphite Construction Group 1955 NE 58th Ave, Ste 100 Des Moines, IA 50313		VIA (ARCHITECT): Invision Architecture, LTD 501 Sycamore St, #101 Waterloo, IA 50701		

CONTRACT FOR: Grimes Public Library							CONTRACT DATE: 12/17/2021		
ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
104400.1	M-Fire Protection Specialties	1,050.00	1,050.00	0.00	0.00	1,050.00	100.00	0.00	52.50
	Specialties Total	91,872.00	91,872.00	0.00	0.00	91,872.00	100.00	0.00	4,593.60
Equipment									
116813.1	M-Playground Equipment	2,785.00	0.00	2,785.00	0.00	2,785.00	100.00	0.00	139.25
116813.2	L-Playground Equipment Install	4,000.00	1,360.00	2,240.00	0.00	3,600.00	90.00	400.00	180.00
	Equipment Total	6,785.00	1,360.00	5,025.00	0.00	6,385.00	94.10	400.00	319.25
Furnishings									
122400.1	M-Window Shades	4,855.00	4,855.00	0.00	0.00	4,855.00	100.00	0.00	242.75
122400.2	L-Window Shades	1,533.00	1,533.00	0.00	0.00	1,533.00	100.00	0.00	76.65
123600.1	M/L-Stone Countertops	50,481.00	50,481.00	0.00	0.00	50,481.00	100.00	0.00	2,524.05
	Furnishings Total	56,869.00	56,869.00	0.00	0.00	56,869.00	100.00	0.00	2,843.45
Exterior Improvements									
321816.13	M-Playground Protection Surfacing Materials and Freight	6,356.00	0.00	6,356.00	0.00	6,356.00	100.00	0.00	317.80
321816.13.	L-Playground Protection Surfacing	7,977.60	0.00	7,977.60	0.00	7,977.60	100.00	0.00	398.88
	Exterior Improvements Total	14,333.60	0.00	14,333.60	0.00	14,333.60	100.00	0.00	716.68
Change Orders									
CO 1	ASI 1	6,582.77	6,582.77	0.00	0.00	6,582.77	100.00	0.00	329.14
CO 2	Alternates 4 & 6	40,245.50	23,997.53	0.00	0.00	23,997.53	59.63	16,247.97	1,199.88
CO 3	RFI 053	-1,909.65	0.00	0.00	0.00	0.00	0.00	-1,909.65	0.00
CO 4	Foundation wall, plumbing pipes, signage	-2,452.67	0.00	0.00	0.00	0.00	0.00	-2,452.67	0.00
CO 5	OCO 5	7,914.97	7,914.97	0.00	0.00	7,914.97	100.00	0.00	395.75

AIA Type Document
Application and Certification for Payment

Page 6 of 6

TO (OWNER): City of Grimes 101 NE Harvey Street Grimes, IA 50111		PROJECT: Grimes Public Library Grimes, IA 50111	APPLICATION NO: 21 PERIOD TO: 12/31/2023	DISTRIBUTION TO: _ OWNER _ ARCHITECT _ CONTRACTOR
FROM (CONTRACTOR): Graphite Construction Group 1955 NE 58th Ave, Ste 100 Des Moines, IA 50313		VIA (ARCHITECT): Invision Architecture, LTD 501 Sycamore St, #101 Waterloo, IA 50701		
		ARCHITECT'S PROJECT NO:		

CONTRACT FOR: Grimes Public Library

CONTRACT DATE: 12/17/2021

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
CO 6	RFI 110	2,885.09	1,116.00	0.00	0.00	1,116.00	38.68	1,769.09	55.80
CO 7	CE 25, CE35, CE 44	-967.71	0.00	0.00	0.00	0.00	0.00	-967.71	0.00
CO 8	CORNER GUARDS	312.65	312.65	0.00	0.00	312.65	100.00	0.00	15.63
CO 9	COR 14, 18, PR 2	6,497.56	1,645.35	0.00	0.00	1,645.35	25.32	4,852.21	82.27
REPORT TOTALS		\$2,724,108.51	\$2,647,171.09	\$35,464.68	\$0.00	\$2,682,635.77	98.48	\$41,472.74	\$134,131.81



611 5th Ave, Suite 300
Des Moines, IA 50309

Project Name: Grimes Public Library

Project # X237400

Date: 1/11/2024

PRIME VOLUME SUMMARY – Amount Due

Performance Contracting - \$1,138.72

X237401



Performance Contracting, Inc.

3405 SE Crossroads Drive
Suites G, H, J, K, L, M
Grimes, IA 50111

Phone: 515-986-3677

Fax:

Progress Billing

Invoice Number: 01IN-0507837

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

Invoice Date December 18, 2023	Terms Net 30 (AR)
PCI Branch 587	PCI Project Number 22-02722
PCI Customer No 01-102465	Customer Contract No.

Project name	Draw Number	Period	Customers Project No.	Retention
GRIMES LIBRARY	14	12/01/23 - 12/31/23	Purchase Order No.	0.00%

Original Contract Amount	1,480,220.00
Change orders 0 thru 6	32,878.44
Revised Contract Amount	1,513,098.44
Previously Billed	1,501,899.79
This Period	1,198.65
Total To-Date	99.339% 1,503,098.44
Less Retention	5% (75,154.92)
Sub-Total	1,427,943.52
Less Previous Invoices	(1,426,804.80)

TOTAL AMOUNT DUE THIS INVOICE: 1,138.72

Remit to: Performance Contracting Group, Inc.

BOX 872346
Kansas City, MO 64187



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

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

PROJECT: GRIMES LIBRARY
SCOPE:

APPLICATION FOR PAYMENT

DRAW NUMBER: 14
PERIOD TO: 12/31/23
CUSTOMERS PROJECT NO:
PO NO:
INVOICE NUMBER: 011IN-0507837
INVOICE DATE: 12/18/23

Application is made for payment, as shown below

1. ORIGINAL CONTRACT SUM.....	1,480,220.00
2. Net Change By Change Orders.....	32,878.44
3. CONTRACT SUM TO DATE (Line 1 +/- 2).....	1,513,098.44
4. TOTAL COMPLETED & STORED TO DATE (Column C7 on SOV)	1,503,098.44

5. RETAINAGE

a. 0.00 % of Completed Work	75,154.92
(Columns C4+C5 on SOV)	
b. 0.00 % of Stored Material	0.00
(Column C6 on SOV)	

Total Retainage (Line 5a + 5b or
Total in Column C10 of SOV)..... 75,154.92

6. TOTAL EARNED LESS RETAINAGE..... 1,427,943.52
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)..... 1,426,804.80

8. SALES TAX..... 0.00

9. CURRENT PAYMENT DUE..... 1,138.72

10. BALANCE TO FINISH, INCLUDING RETAINAGE..... 85,154.92

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	31,679.79	0.00
Total approved this Month	1,198.65	0.00
TOTALS	32,878.44	0.00
NET CHANGES by Change Order		32,878.44

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

By: [Signature] Date: 12/19/2023

State of: MO

County of: Jackson

Subscribed and sworn to before me this 19th day of December, 2023



Notary Public: [Signature]
My Commission expires: 11-4-24

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

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

ARCHITECT:

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



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

Progress Invoice

Project: GRIMES LIBRARY
Customer: THE WEITZ COMPANY

Invoice Number: 01IN-0507837
Draw Number: 14
Billing Period: 12/01/23 thru 12/31/23

Invoice Date: 12/18/23
PCI Project Number: 22-02722
Customer Project/PO:

C1	C2	C3	C4	C5			C6	C7	C8	C9	C10	C11	C12
Activity ID	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			MATERIALS STORED ON SITE (NOT IN C4 OR C5)	TOTAL COMPLETED & STORED ON SITE TO DATE (C4+C5+C6)	%	BALANCE TO FINISH (C3-C7)	RETAINAGE	SALES TAX	NET BILLINGS	
			From previous application	This period									
				Billed	%								
	Mobilization	9,800.00	9,800.00	0.00	0.00%	0.00	9,800.00	100.00%	0.00	490.00	0.00	0.00	
	CO #6	1,198.65	0.00	1,198.65	100.00%	0.00	1,198.65	100.00%	0.00	59.93	0.00	1,138.72	
	Submittals	26,500.00	26,500.00	0.00	0.00%	0.00	26,500.00	100.00%	0.00	1,325.00	0.00	0.00	
	P&P Bond	14,665.00	14,665.00	0.00	0.00%	0.00	14,665.00	100.00%	0.00	733.25	0.00	0.00	
	Patching/Touchup	10,000.00	0.00	0.00	0.00%	0.00	0.00	0.00%	10,000.00	0.00	0.00	0.00	
	Ext Framing	537,977.00	537,977.00	0.00	0.00%	0.00	537,977.00	100.00%	0.00	26,898.85	0.00	0.00	
	Interior Framing	154,420.00	154,420.00	0.00	0.00%	0.00	154,420.00	100.00%	0.00	7,721.00	0.00	0.00	
	Drywall/Insulation	231,378.00	231,378.00	0.00	0.00%	0.00	231,378.00	100.00%	0.00	11,568.90	0.00	0.00	
	Taping	69,792.00	69,792.00	0.00	0.00%	0.00	69,792.00	100.00%	0.00	3,489.60	0.00	0.00	
	Acoustical/Spec Ceil	130,430.00	130,430.00	0.00	0.00%	0.00	130,430.00	100.00%	0.00	6,521.50	0.00	0.00	
	Wall Coverings/Paint	281,558.00	281,558.00	0.00	0.00%	0.00	281,558.00	100.00%	0.00	14,077.90	0.00	0.00	
	CO#1 Bid Alts 4&6	13,700.00	13,700.00	0.00	0.00%	0.00	13,700.00	100.00%	0.00	685.00	0.00	0.00	
	CO#2 ASI 06	7,211.00	7,211.00	0.00	0.00%	0.00	7,211.00	100.00%	0.00	360.55	0.00	0.00	
	CO#3 Mult COR's	16,741.03	16,741.03	0.00	0.00%	0.00	16,741.03	100.00%	0.00	837.05	0.00	0.00	
	CO#4 Door Re-Frame	2,136.02	2,136.02	0.00	0.00%	0.00	2,136.02	100.00%	0.00	106.80	0.00	0.00	
	CO#5 Mult COR's	5,591.74	5,591.74	0.00	0.00%	0.00	5,591.74	100.00%	0.00	279.59	0.00	0.00	
Project Total		1,513,098.44	1,501,899.79	1,198.65	0.08%	0.00	1,503,098.44	99.34%	10,000.00	75,154.92	0.00	1,138.72	



611 5th Ave, Suite 300
Des Moines, IA 50309

Project Name: Grimes Public Library

Project # X237400

Date: 1/11/2024

PRIME VOLUME SUMMARY – Amount Due

Nehring - \$2,961.68

PAYMENT APPLICATION

TO:
The Weitz Company, LLC
611 5th Ave.
Des Moines IA 50309

PROJECT NAME AND LOCATION:
Grimes Public Library
200 NE Beaverbrooke Blvd
Grimes IA 50111

APPLICATION #
5

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

FROM:
Nehring Construction, Inc.
4300 NE 14th Street
Des Moines IA 50313

ARCHITECT:
Invision
303 Watson Powell Jr Way
Des Moines IA 50309

Owner Project #:

DATE OF CONTRACT:
12/6/2021

PERIOD THRU:
12/31/2023

DATE OF CONTRACT:
12/6/2021

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached

1. CONTRACT AMOUNT	\$235,622.00	235,622.00
2. SUM OF ALL CHANGE ORDERS	5,472.00	5,472.00
3. CURRENT CONTRACT AMOUNT (Line 1 + 2)	\$241,094.00	241,094.20
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$241,094.00	241,094.20
5. RETAINAGE:		
A. 5% Of Completed Work (Columns D+ E on Continuation Page)	12,054.70	12,054.72
B. 5% of Material Stored (Column F on Continuation Page)	0.00	
Total Retainage (Line 5a + 5b or Column I on Continuation Page)		12,054.72

6. TOTAL COMPLETED AND STORED LESS RETAINAGE: (Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT:

8. CURRENT PAYMENT DUE:

9. BALANCE TO FINISH: Line 3 - Line 6

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	5472.00	0.00
Total approved this month	0.00	0.00
TOTALS	5472.00	0.00
NET CHANGES	5,472.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Nehring Construction, Inc.

By: [Signature] Date: 12-21-23

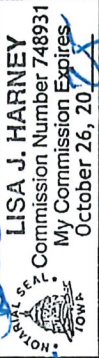
State of: Iowa

County of: Polk

Subscribed and sworn to before me this 21st day of Dec

Notary Public: [Signature]

My Commission Expires: 10-26-25



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT:

.....2,961.86

(If the certified amount is different from the payment due, you should attach an explanation.

Initial all the figures that changed to match the certified amount.)

ARCHITECT: Invision

By: _____ Date: _____

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

PAYMENT APPLICATION DETAILS

Customer: The Weitz Company, LLC
Project: Grimes Public Library

Application Number: 5
For Period Ending: 12/31/2023

A	B	C	D	E	F	G		H	I
Item Number - Description		Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored To Date	Total %	Balance To Finish	Retainage Value
			From Previous Application	This Period Value					
01	Footings	3,400.00	3400.00	0.00	0.00	3400.00	100.00	0.00	170.00
04	Parking Lot	186,092.90	182975.15	3,117.75	0.00	186092.90	100.00	0.00	9,304.65
05	Sidewalk	46,129.30	46129.30	0.00	0.00	46129.30	100.00	0.00	2,306.47
06	CO#1 - See attached on Pay App# 3	5,472.00	5472.00	0.00	0.00	5472.00	100.00	0.00	273.60
TOTAL:		241,094.20	237,976.45	3,117.75	0.00	241094.20	100.00	0.00	12,054.72

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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: January 23, 2024 **PAYMENT REQUEST #** 8
PAYMENT PERIOD: From: December 1, 2023 Through: December 31, 2023

Contract Summary

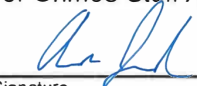
Original Contract Amount:	\$	1,445,265.55	
Net change by Change Orders:	\$	45,574.01	
Contract Amount to Date: (line 1 ± 2)	\$	1,490,839.56	
Total completed and stored to date:	\$	1,421,618.10	
Retainage: 5 % of Completed Work:	\$	71,080.91	
Total Earned less Retainage:	\$	1,350,537.19	
Less previous applications for payment:	\$	1,311,283.03	
SUBTOTAL	\$		39,254.16
OTHER CHARGES (Attach an itemized list)	\$		-
CURRENT PAYMENT DUE	\$		39,254.16
Balance to finish, including retainage:	\$	140,302.37	

Contract Time Remaining (If applicable) (14.00) WORKING DAYS

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

Construction Contractor Approval: Sternquist Construction, Inc.
Signature:  Firm Name: _____ Date: 1-16-24

Engineer / Consultant Approval:
Signature: _____ Firm Name: _____ Date: _____

City of Grimes Staff Approval:
Signature:  Date: 1-16-24

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

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	1,149.00	\$ 91,345.50	\$ -	\$ 91,345.50	-	100.00%
3	Excavation, Class 10	CY	1,275		1,275	\$ 37.10	\$ 47,302.50	1,275.00	\$ 47,302.50	\$ -	\$ 47,302.50	-	100.00%
4	Subgrade Preparation, 6in Thickness	SY	8,343		8,343	\$ 3.20	\$ 26,697.60	8,343.00	\$ 26,697.60	\$ -	\$ 26,697.60	-	100.00%
5	Subbase, Granular, 6in Thickness	SY	8,343		8,343	\$ 15.90	\$ 132,653.70	8,343.00	\$ 132,653.70	\$ -	\$ 132,653.70	-	100.00%
6	Compaction Testing, Moisture & Density Control	LS	1		1	\$ 3,710.00	\$ 3,710.00	1.00	\$ 3,710.00	\$ -	\$ 3,710.00	-	100.00%
7	Below Grade Excavation (Core Out)	CY	835		835	\$ 79.50	\$ 66,382.50	253.00	\$ 20,113.50	\$ -	\$ 20,113.50	582	30.30%
8	Trench Compaction Testing	LS	1		1	\$ 1,590.00	\$ 1,590.00	1.00	\$ 1,590.00	\$ -	\$ 1,590.00	-	100.00%
9	Storm Sewer, Trenched, RCP, 15in	LF	1,022		1,022	\$ 51.00	\$ 52,122.00	1,032.00	\$ 52,632.00	\$ -	\$ 52,632.00	(10)	100.98%
10	Storm Sewer, Trenched, RCP, 18in	LF	171		171	\$ 56.20	\$ 9,610.20	171.00	\$ 9,610.20	\$ -	\$ 9,610.20	-	100.00%
11	Storm Sewer, Trenched, RCP, 24in	LF	38	(22.00)	16	\$ 91.15	\$ 1,458.40	8.00	\$ 729.20	\$ -	\$ 729.20	8	50.00%
12	Removal of Storm Sewer, Less than 36in	LF	71		71	\$ 79.50	\$ 5,644.50	53.00	\$ 4,213.50	\$ -	\$ 4,213.50	18	74.65%
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	5.00	\$ 20,140.00	\$ -	\$ 20,140.00	-	100.00%
15	Valve Box Adjustment	EA	19		19	\$ 1,325.00	\$ 25,175.00	11.00	\$ 14,575.00	\$ -	\$ 14,575.00	8	57.89%
16	Water Main Removal	LF	210		210	\$ 21.20	\$ 4,452.00	191.00	\$ 4,049.20	\$ -	\$ 4,049.20	19	90.95%
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	9.00	\$ 40,068.00	\$ -	\$ 40,068.00	-	100.00%
19	Intake, SW-505	EA	6		6	\$ 6,466.00	\$ 38,796.00	6.00	\$ 38,796.00	\$ -	\$ 38,796.00	-	100.00%
20	Intake, SW-401, 48 in	EA	4		4	\$ 5,618.00	\$ 22,472.00	4.00	\$ 22,472.00	\$ -	\$ 22,472.00	-	100.00%
21	Intake, SW-401, 72 in	EA	1	(1.00)	-	\$ 7,632.00	\$ -	-	\$ -	\$ -	\$ -	-	100.00%
22	Manhole Adjustment, Minor	EA	7		7	\$ 2,226.00	\$ 15,582.00	7.00	\$ 15,582.00	\$ -	\$ 15,582.00	-	100.00%
23	Remove Intake	EA	2		2	\$ 2,120.00	\$ 4,240.00	2.00	\$ 4,240.00	\$ -	\$ 4,240.00	-	100.00%
24	Pavement, PCC, 7in Thickness	SY	7,389		7,389	\$ 64.00	\$ 472,896.00	7,389.00	\$ 472,896.00	\$ -	\$ 472,896.00	-	100.00%
25	PCC Pavement Samples and Testing	LS	1		1	\$ 3,950.00	\$ 3,950.00	1.00	\$ 3,950.00	\$ -	\$ 3,950.00	-	100.00%
26	Removal of Sidewalk	SY	445		445	\$ 12.75	\$ 5,673.75	539.75	\$ 6,881.81	\$ -	\$ 6,881.81	(95)	121.29%
27	Removal of Driveway	SY	532		532	\$ 12.75	\$ 6,783.00	532.00	\$ 6,783.00	\$ -	\$ 6,783.00	-	100.00%
28	Sidewalk, PCC, 4in Thickness	SY	362		362	\$ 42.40	\$ 15,348.80	593.00	\$ 25,143.20	\$ -	\$ 25,143.20	(231)	163.81%
29	Sidewalk, PCC, 6in Thickness	SY	119		119	\$ 58.30	\$ 6,937.70	127.00	\$ 7,404.10	\$ -	\$ 7,404.10	(8)	106.72%
30	Detectable Warning	SF	176		176	\$ 58.30	\$ 10,260.80	176.00	\$ 10,260.80	\$ -	\$ 10,260.80	-	100.00%
31	Driveway, Paved PCC, 6in Thickness	SY	590		590	\$ 63.60	\$ 37,524.00	619.55	\$ 39,403.38	\$ -	\$ 39,403.38	(30)	105.01%
32	Sidewalk Assurance Testing	LS	1		1	\$ 1,600.00	\$ 1,600.00	1.00	\$ 1,600.00	\$ -	\$ 1,600.00	-	100.00%
33	Pavement Removal	SY	7,892		7,892	\$ 9.60	\$ 75,763.20	7,892.00	\$ 75,763.20	\$ -	\$ 75,763.20	-	100.00%
34	Temporary Traffic Control	LS	1		1	\$ 19,610.00	\$ 19,610.00	1.00	\$ 19,610.00	\$ -	\$ 19,610.00	-	100.00%
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	0.46	\$ 1,462.80	\$ -	\$ 1,462.80	0.36	56.10%
37	Intake Protection Device, Installation & Removal	EA	17		17.00	\$ 153.75	\$ 2,613.75	17.00	\$ 2,613.75	\$ -	\$ 2,613.75	-	100.00%
38	Intake Protection Device, Maintenance	EA	17		17.00	\$ 26.50	\$ 450.50	5.00	\$ 132.50	\$ -	\$ 132.50	12.00	29.41%
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	1,225.00	\$ 2,633.75	\$ -	\$ 2,633.75	2,620	31.86%
41	Wattle, Removal	LF	3,845		3,845	\$ 0.40	\$ 1,538.00	1,200.00	\$ 480.00	\$ -	\$ 480.00	2,645	31.21%
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	1.00	\$ 4,770.00	\$ -	\$ 4,770.00	-	100.00%
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	1.00	\$ 3,850.00	\$ -	\$ 3,850.00	-	100.00%
46	Removal & Salvage Sign To Owner	EA	10		10	\$ 153.75	\$ 1,537.50	10.00	\$ 1,537.50	\$ -	\$ 1,537.50	-	100.00%
47	Remove, Salvage & Reinstall Mailbox	EA	30		30	\$ 238.50	\$ 7,155.00	30.00	\$ 7,155.00	\$ -	\$ 7,155.00	-	100.00%
48	Maintenance of Postal Services	LS	1		1	\$ 4,030.00	\$ 4,030.00	1.00	\$ 4,030.00	\$ -	\$ 4,030.00	-	100.00%
49	Maintenance of Solid Waste Collection	LS	1		1	\$ 8,615.00	\$ 8,615.00	1.00	\$ 8,615.00	\$ -	\$ 8,615.00	-	100.00%
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	Replace Storm Structure ST 3.08	LS		1.00	1	\$ 19,110.30	\$ 19,110.30	1.00	\$ 19,110.30	\$ -	\$ 19,110.30	-	100.00%
6	Modification of Storm Structure Due to Water Main Conflict	LS		1.00	1	\$ 5,088.60	\$ 5,088.60	1.00	\$ 5,088.60	\$ -	\$ 5,088.60	-	100.00%
7	Revised Storm Sewer Due to Sanitary Sewer Conflicts	LS		1.00	1	\$ 14,209.93	\$ 14,209.93	1.00	\$ 14,209.93	\$ -	\$ 14,209.93	-	100.00%
8	Remove and Replace Sidewalk	LS		1.00	1	\$ 4,042.50	\$ 4,042.50	1.00	\$ 4,042.50	\$ -	\$ 4,042.50	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 1,490,839.56

\$ 1,421,618.10

\$ 1,421,618.10

95.36%

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
5	October 10, 2023	\$ 262,934.06
6	November 14, 2023	\$ 177,124.81
7	December 12, 2023	\$ 213,581.11
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 1,311,283.03

Record of Change Orders

No.	Date	Amount
1	April 25, 2023	\$ 2,420.00
2	May 23, 2023	\$ 7,688.98
3	June 27, 2023	\$ 2,651.00
4	October 24, 2023	\$ 9,473.00
5	November 28, 2023	\$ 23,341.03
6		
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TOTAL \$ 45,574.01

Contract Time Remaining

Contract Period:	WORKING DAYS
Original Contract Date:	March 14, 2023
Original Contract Time:	100.00
Added by Change Order:	10.00
Contract Time to Date:	110.00
Time Used to Date:	124.00
Contract Time Remaining:	<u><u>(14.00)</u></u>

RESOLUTION 01-1224 APPROVING CHANGE ORDERS

Grimes Resolution No. 01-1224

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 amend 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;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, the attached change orders shall be approved as submitted.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: SE/SW 19th Street Sanitary Sewer Extension, Change Order #1

BACKGROUND: A change order request has been made for the SE/SW 19th Street Sanitary Sewer Extension project. The purpose and details are as follows:

Railroad Right of Way additional casing requirements, add future service stub, extend 8-inch stub to avoid utility conflict.

BUDGETARY CONSIDERATIONS: The change order will increase the total cost for the project by \$47,730.88.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None

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

RESPONSIBLE STAFF/CONTACT INFORMATION:

Matt Ahrens, City Engineer, 515-986-4050, mahrens@grimesiowa.gov

Prepared by: Aaron Jarosh

Return to: Matt Ahrens

CHANGE ORDER FORM



Project Title: SE/SW 19TH ST. SANITARY SEWER EXTENSION
Contractor: S.M. HENTGES & SONS, INC
Address: 650 Quaker Avenue Jordan, MN 55352
Finance Budget Code: 331-815-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: September 26, 2023 **Vendor #** 4294

Change Order Number: 1

Change Order Date: January 23, 2024

Purpose of Change Order:

Railroad Right of Way additional casing requirements, add future service stub, extend 8-inch stub to avoid utility conflict.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
4.2	SANITARY SEWER GRAVITY MAIN WITH CASING PIPE, TRENCHLESS, PVC, 8 IN.	LF	17.00	\$ 775.00	\$ 13,175.00
4.3	SAN. SEWER GRAVITY MAIN WITH CASING PIPE, TRENCHLESS, PVC, 18 IN.	LF	(135.00)	\$ 865.00	\$ (116,775.00)
CO1.1	SAN. SEWER WITH CASING PIPE IN RAILROAD ROW, TRENCHLESS, PVC, 18 IN.	LF	135.00	\$ 1,046.68	\$ 141,301.80
CO1.2	SANITARY SEWER SERVICE (NO STUB) WYE & CAP, PVC 6-IN	EA	1.00	\$ 3,301.86	\$ 3,301.86
CO1.3	MANHOLE, SANITARY SEWER, SW-301, 60-INCH, DROP CONNECTION (MOD)	EA	1.00	\$ 6,727.22	\$ 6,727.22
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -

Change Order Number: 1 makes the following adjustments to the contract: \$ 47,730.88

Contractor Accepted: S.M. Hentges & Sons

Signature: [Signature] Firm Name: S.M. Hentges & Sons Date: 12/21/2023

Engineer Approved: Foth Infrastructure & Environment

Signature: [Signature] Firm Name: Foth Infrastructure & Environment Date: 12/21/2023

Owner Accepted: City of Grimes MSA 1-9-24

Signature: Title: Date:

Attest for Owner:

Signature: Title: Date:

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 1,850,000.00
1	January 23, 2024	\$ 47,730.88
2		
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Revised Contract Amount \$ 1,897,730.88

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Waterworks Park Improvements, Change Order #4

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

1. Adds blowoff valve to water service for ease of winterization.
2. Paints exposed conduit in shelter.
3. Adds Decomposed granite at art sculpture.
4. Adds additional concrete work necessary for splashpad bonding.

BUDGETARY CONSIDERATIONS: The change order will increase the total cost for the project by \$29,017.50.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None

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

RESPONSIBLE STAFF/CONTACT INFORMATION:

Matt Ahrens, City Engineer, 515-986-4050, mahrens@grimesiowa.gov

Prepared by: Aaron Jarosh

Return to: Matt Ahrens

CHANGE ORDER FORM



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

Change Order Number: 4

Change Order Date: January 23, 2024

Purpose of Change Order:

Change order incorporates the following changes within the project:

- 1) Adds blowoff valve to water service for ease of winterization.
- 2) Paints exposed conduit in shelter.
- 3) Adds decomposed granite at art sculpture.
- 4) Adds additional concrete work necessary for splashpad bonding.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
116	Install Blowoff Valve to Water Service	LS	1.00	\$ 4,782.50	\$ 4,782.50
117	Paint Exposed Conduit	LS	1.00	\$ 2,432.00	\$ 2,432.00
118	Decomposed Granite at Art Sculpture	LS	1.00	\$ 17,127.00	\$ 17,127.00
119	Concrete Work for Bonding	LS	1.00	\$ 4,676.00	\$ 4,676.00

Change Order Number: 4 makes the following adjustments to the contract: \$ 29,017.50

Contractor Accepted: Edge Commercial, LLC

Firm Name: Jason Ceretti
 Signature: _____ Date: 12-18-2023

Engineer Approved: ISG Inc.

Firm Name: _____
 Signature: _____ Date: 12-19-2023

Owner Accepted: City of Grimes MSA 1-9-24

Signature: _____ Title: _____
 Date: _____

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 3,731,765.39
1	August 9, 2022	\$ 16,992.20
2	September 27, 2022	\$ 1,904.00
3	June 27, 2023	\$ 254,027.00
4	January 23, 2024	\$ 29,017.50
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Revised Contract Amount \$ 4,033,706.09

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: S James Street and SE 11th Street Improvements, Change Order #1

BACKGROUND: A change order request has been made for the S James Street and SE 11th Street Improvements project. The purpose and details are as follows:

- RCB collar required due to connection from the old pre-cast reinforced concrete culvert box to the new one not matching.
- Cold weather protection and hot water fees required for pouring the cast-in-place reinforced concrete culvert box during cold-weather conditions.

BUDGETARY CONSIDERATIONS: The change order will increase the total cost for the project by \$18,580.00.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None

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

RESPONSIBLE STAFF/CONTACT INFORMATION:

Matt Ahrens, City Engineer, 515-986-4050, mahrens@grimesiowa.gov

Prepared by: Aaron Jarosh

Return to: Matt Ahrens

CHANGE ORDER FORM



Project Title: S James Street and SE 11th Street Improvements
Contractor: Absolute Concrete Construction, Inc
Address: 1800 Burr Oak Blvd., Granger, IA 50109
Finance Budget Code: 369-210-6499 **Finance Project #** 0
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: August 22, 2023 **Vendor #** 1072

Change Order Number: 1

Change Order Date: January 23, 2024

Purpose of Change Order:

Tongue and groove joint of existing pre-cast RCB segments found to be incompatible with proposed sections. Connection from old to new requires a Cast-in-Place collar connection. To maximize work completed this Fall, the Cast-in-Place RCB under SE 11th St was poured during cold-weather conditions, requiring cold weather projection, compensated at \$17/CY per IDOT Specifications. Concrete mix delivered included heated water, with a \$7/CY charge from the supplier.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
CO1.1	RCB Collar	EA	1.00	\$ 10,000.00	\$ 10,000.00
CO1.2	Cold Weather Protection	CY	357.50	\$ 17.00	\$ 6,077.50
CO1.3	Hot Water Fee	CY	357.50	\$ 7.00	\$ 2,502.50
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 1 makes the following adjustments to the contract: **\$ 18,580.00**

Contractor Accepted: Absolute Concrete Construction, Inc
 Signature: [Signature] Firm Name: 1-8-24
 Date:

Engineer Approved: Foth Infrastructure and Environment, LLC
 Signature: [Signature] Firm Name: 1/5/2024
 Date:

Owner Accepted: City of Grimes MSA 1-12-24
 Signature: _____ Title: _____
 Date: _____

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 9,047,309.99
1	January 23, 2024	\$ 18,580.00
2		
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Revised Contract Amount **\$ 9,065,889.99**

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: GrimesPlex Buildings, Change Order #4

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

- Provide custom color for light fixtures F7 and F8.
- Provide 200 amp fuses in 400 amp disconnect.

BUDGETARY CONSIDERATIONS: The change order will increase the total cost for the project by \$8,319.53.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None

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

RESPONSIBLE STAFF/CONTACT INFORMATION:

Matt Ahrens, City Engineer, 515-986-4050, mahrens@grimesiowa.gov

Prepared by: Matt Ahrens

Return to: Matt Ahrens



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: 004
Date: November 27, 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 Mische 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. Provide custom color for light fixtures F7 and F8 as detailed in attached Change Request 05 dated October 11, 2023. Add: \$7,213.50
2. Provide 200 amp fuses in 400 amp disconnect as detailed in attached Change Request 06A dated October 11, 2023. Add: \$1,106.03

The original Contract Sum was	\$	4,538,000.00
The net change by previously authorized Change Orders	\$	162,138.83
The Contract Sum prior to this Change Order was	\$	4,700,138.83
The Contract Sum will be increased by this Change Order in the amount of	\$	8,319.53
The new Contract Sum including this Change Order will be	\$	4,708,458.36

The Contract Time will be unchanged by Zero (0) 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.

Savage-Ver Ploeg & Associates, Inc. dba
SVPA Architects Inc.

ARCHITECT *(Firm name)*

SIGNATURE

Ronald E. Paskach, AIA, Associate |
Senior Architect

PRINTED NAME AND TITLE

November 27, 2023

DATE

Edge Commercial, LLC

CONTRACTOR *(Firm name)*

Jason Ceretti

SIGNATURE

Jason Ceretti, Partner

PRINTED NAME AND TITLE

1-11-2024

DATE

City of Grimes

OWNER *(Firm name)*

SIGNATURE

Scott Mikkelsen, Mayor

PRINTED NAME AND TITLE

DATE

Finance Budget Code = 367-470-6499

Vendor # = 1334

MSA 1-12-24

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User Notes:

(3B9ADA4E)



Change Request

To: SVPA Architects
1466 28th St.
Ste. 200
West Des Moines, IA 50266
Ph: (515)327-5990 Fax: (515)327-5991

Number: 5
Date: 10/11/23
Job: S-14121-23 GrimesPlex Buildings
Phone:

Description: CR 05 Custom Light Fixture Color

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

To provide custom color for light fixtures F7 & F8:

Van Maanen Electric: \$6,750.50

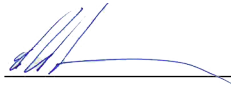
Edge Bond/Insurance (1.85%): \$125.00

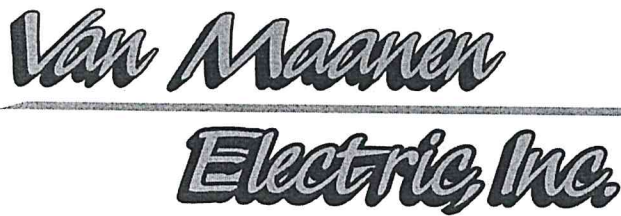
Edge Fee (5%): \$338.00

The total amount to provide this work is \$7,213.50

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

Submitted by: Branson Ropp
Edge Commercial, LLC

Approved by: 
Date: 11.27.23



PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208
Telephone: 641-791-9473

CCN #

Date:

Project Name:

Page Number:

COLOR CHANGE F7

10/11/2023

Grimesplex Buildings

1

Edge Commercial

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

Work Description**Scope:** COLOR CHANGE F7

Custom Color for all types F7 & F8 fixtures. Use a SW 6069 / French Roast

Breakdown**Summary**

LIGHTING FIXTURES

O&M

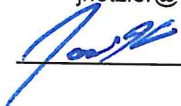
(@ 15.000 %)

5,870.00

880.50

Final Amount**\$6,750.50****Van Maanen Authorization:**

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

Signature: 

Date: 10/11/23

Edge Commercial Authorization

Name: Branson Ropp

Signature: _____

Date: _____

ORIGINAL



Change Request

To: SVPA Architects
1466 28th St.
Ste. 200
West Des Moines, IA 50266
Ph: (515)327-5990 Fax: (515)327-5991

Number: 6A
Date: 10/11/23
Job: S-14121-23 GrimesPlex Buildings
Phone:

Description: CR 06 Use 400amp disconnect with 200amp fuses per RFI 04

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

To provide 200amp fuses in the 400amp disconnect per RFI 04 as the disconnect is already released:

Van Maanen Electric: \$1,035.12

Edge Bond/Insurance (1.85%): \$19.15

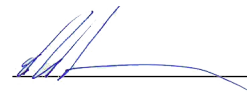
Edge Fee (5%): \$51.76

The total amount to provide this work is

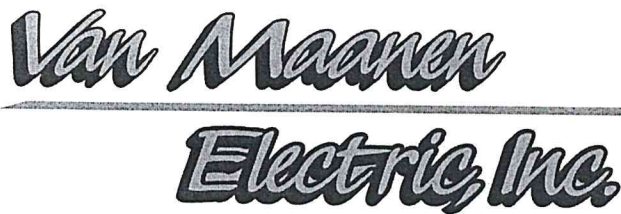
\$1,106.03

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

Submitted by: Branson Ropp
Edge Commercial, LLC

Approved by: 

Date: 11.27.23



PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208
Telephone: 641-791-9473

CCN #

Date:

Project Name:

Page Number:

RFI #4

10/9/2023

Grimesplex Buildings

1

Edge Commercial

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

Work Description**Scope: RFI #4**

Use the 400 amp disconnect that is already released and install the 200 amp fuses in it.

Breakdown

Description	Qty	Total Mat.	Total Hrs.
200A FUSES 600V	3	1,196.61	0.45
Totals	3	1,196.61	0.45

Summary

Material		1,196.61
LABOR	(0.45 Hrs @ \$71.53)	32.19
O&M	(@ 15.000 %)	184.32

Final Amount**\$1,413.12****Van Maanen Authorization:**

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

Signature: 

Date: 10/9/23

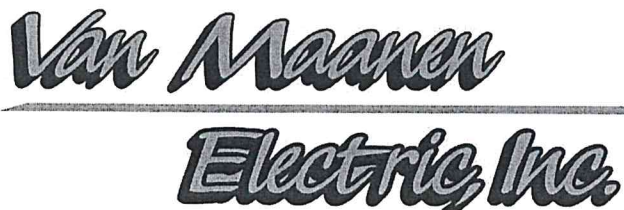
Edge Commercial Authorization

Name: Branson Ropp

Signature: _____

Date: _____

ORIGINAL



PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208
Telephone: 641-791-9473

CCN #

Date:

Project Name:

Page Number:

RFI #4

11/22/2023

Grimesplex Buildings

1

Edge Commercial

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

Work Description**Scope:** RFI #4

Use the 400 amp disconnect that is already released and install the 200 amp fuses in it. I can return the 400 amp fuses, but there is a restocking fee.

Breakdown

Description	Qty	Total Mat.	Total Hrs.
200A FUSES 600V	3	1,197.00	0.00
400A FUSE 600V ONE TIME CLASS RK1	-3	-1,575.00	-0.00
Totals	0	-378.00	0.00

Summary

Material -378.00

Final Amount **\$-378.00**

Van Maanen Authorization:

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

Signature: 

Date: 11/22/23

Edge Commercial Authorization

Name: Branson Ropp

Signature: _____

Date: _____

ORIGINAL

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: GrimesPlex Buildings, Change Order #5

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

- Dumpster enclosure revisions to accommodate a larger dumpster.
- Upgrading the conduits for the fuel tanks to provide Class 1, Division 1 wiring to meet code requirements.
- Add an outlet and bollards around the electrical in the maintenance building.

BUDGETARY CONSIDERATIONS: The change order will increase the total cost for the project by \$49,966.00.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None

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

RESPONSIBLE STAFF/CONTACT INFORMATION:

Matt Ahrens, City Engineer, 515-986-4050, mahrens@grimesiowa.gov

Prepared by: Matt Ahrens

Return to: Matt Ahrens



AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> GrimesPlex Grimes, Iowa	CONTRACT INFORMATION: Contract For: General Construction Date: June 07, 2023	CHANGE ORDER INFORMATION: Change Order Number: 005 Date: January 11, 2024
OWNER: <i>(Name and address)</i> City of Grimes 410 SE Main Street, Suite 102 Grimes, IA 50111	ARCHITECT: <i>(Name and address)</i> Savage-Ver Ploeg & Associates, Inc. dba SVPA Architects Inc. 1466 28th Street, Suite 200 West Des Moines, IA 50266	CONTRACTOR: <i>(Name and address)</i> Edge Commercial, LLC 3155 SE Mische 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. Revise dumpster area as detailed in attached CR 7B dated October 24, 2023. Add: \$36,577.00
2. Provide class one division one wiring for fuel tanks as detailed in attached CR 09 dated December 11, 2023.
Add: \$9,687.00
3. Add receptacles and bollards at maintenance building as detailed in attached CR 10 dated December 22, 2023. Add: \$3,702.00

The original Contract Sum was	\$	4,538,000.00
The net change by previously authorized Change Orders	\$	170,458.36
The Contract Sum prior to this Change Order was	\$	4,708,458.36
The Contract Sum will be increased by this Change Order in the amount of	\$	49,966.00
The new Contract Sum including this Change Order will be	\$	4,758,424.36

The Contract Time will be unchanged by Zero (0) 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.

Savage-Ver Ploeg & Associates, Inc. dba
SVPA Architects Inc.

ARCHITECT *(Firm name)*

SIGNATURE

Ronald E. Paskach, AIA, Associate |
Senior Architect

PRINTED NAME AND TITLE

January 11, 2024

DATE

Edge Commercial, LLC

CONTRACTOR *(Firm name)*

SIGNATURE

Jason Ceretti, Partner

PRINTED NAME AND TITLE

1-11-2024

DATE

City of Grimes

OWNER *(Firm name)*

SIGNATURE

Scott Mikkelsen, Mayor

PRINTED NAME AND TITLE

DATE

Finance Budget Code = 367-470-6499

Vendor # = 1334

MSA 1-12-24

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User Notes:

(3B9ADA41)

RECEIVED

By k-wood at 3:48 pm, Jan 10, 2024



Change Request

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

Number: 7B
Date: 10/24/23
Job: S-14121-23 GrimesPlex Buildings
Phone:

Description: CR 07 Dumpster Enclosure Revisions

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

To provide dumpster enclosure revisions per PR #5:

Ramms concrete paving & dumpster footings: \$14,200

Masonry revisions: \$2,200

Steel Structures: \$17,831

Edge Bond/Insurance (1.85%): \$634.00

Edge Fee (5%): \$1,712.00

Excludes all concrete paving work.

The total amount to provide this work is \$36,577.00

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

Submitted by: Branson Ropp
Edge Commercial, LLC

Approved by: _____
Date: _____



Change Request

To: SVPA Architects
1466 28th St.
Ste. 200
West Des Moines, IA 50266
Ph: (515)327-5990 Fax: (515)327-5991

Number: 09
Date: 12/11/23
Job: S-14121-23 GrimesPlex Buildings
Phone:

Description: CR 09 Fuel & Trash Enclosure Class One Wiring

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

To provide fuel wiring that is required for fuel tanks. This will all be class one division one wiring.

Van Maanen: \$9,066.00

Edge Bond/Insurance (1.85%): \$168.00

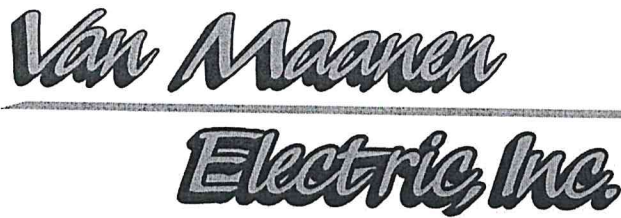
Edge Fee (5%): \$453.00

The total amount to provide this work is \$9,687.00

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

Submitted by: Branson Ropp
Edge Commercial, LLC

Approved by: _____
Date: _____



PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208
Telephone: 641-791-9473

CCN #

Date:

Project Name:

Page Number:

PR#5 - FUEL & TRASH ENCLOSURE

12/10/2023

Grimesplex Buildings

1

Edge Commercial

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

Work Description

Scope: PR#5 - FUEL & TRASH ENCLOSURE

This is for the fuel wiring that is required for fuel tanks. This will all be class one division one wiring.

Breakdown

Description	Qty	Total Mat.	Total Hrs.
3/4" CONDUIT - RMC - GALV	110	362.38	8.25
1" CONDUIT - RMC - GALV	10	52.47	0.93
3/4" MEASURE CUT & THREAD LABOR - RMC - GALV	8	0.00	2.40
1" MEASURE CUT & THREAD LABOR - RMC - GALV	1	0.00	0.34
3/4x 36" FLEX COUPLING W/ 1- FEM UNION	2	1,259.86	1.38
3/4" FEM SEAL FTG - VERT ONLY - MALL	6	111.48	4.98
3/4" CONDUIT - PVC40	100	75.76	5.40
1" CONDUIT - PVC40	40	44.22	2.52
3/4" ELBOW 90 DEG - PVC40	4	3.88	1.14
1" ELBOW 90 DEG - PVC40	3	4.54	0.99
3/4" COUPLING - PVC	8	1.54	0.96
1" COUPLING - PVC	6	1.78	0.81
3/4" ADAPTER FEM - PVC	6	2.47	0.90
1" ADAPTER FEM - PVC	1	0.56	0.18
#14 THHN BLACK	540	52.48	3.48
#12 THHN BLACK	270	38.77	2.09
12X12X12 TIER 22 POLY CONCRETE HANDHOLE W/COVER	2	720.00	4.50
DEEP STRUT PS-210-10-PG 14GA CHNL	40	114.98	6.00
3/8" STRUT SPRING NUT	32	25.04	1.92
P-STRUT POST BASE	4	53.39	0.96
4H STRUT CRNR ANGLE PS-607-EG	8	22.79	1.20
1/4x 1 3/8 SLEEVE ANCHOR W/ ACORN NUT - 1" MIN DEPTH	12	4.01	1.44
3/8x 1 7/8 SLEEVE ANCHOR W/ HEX NUT - 1 1/4" MIN DEPTH	16	10.34	2.88
3/8-16x 1 HEX HEAD BOLT - PLTD STL	50	10.81	3.15
3/8-16 HEX NUT - PLTD STL	50	5.25	1.65
3/8" FLAT WASHER - PLTD STL	50	4.13	0.75
3/8x 1 1/4 FENDER WASHER - PLTD STL	40	4.74	0.60
E-STOP	1	350.00	1.75
Totals	1,420	3,337.68	63.55

Summary

Material
LABOR

(63.55 Hrs @ \$71.53)

3,337.68
4,545.73

ORIGINAL

PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208

CCN #

Date:

Project Name:

Page Number:

PR#5 - FUEL & TRASH ENCLOSURE

12/10/2023

Grimesplex Buildings

2

Summary (Cont'd)

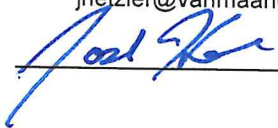
O&M	(@ 15.000 %)	1,182.51
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Final Amount

\$9,065.92

Van Maanen Authorization:

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

Signature: 

Date: 12/14/23

Edge Commercial Authorization

Name: Branson Ropp

Signature: _____

Date: _____

ORIGINAL



Change Request

To: SVPA Architects
1466 28th St.
Ste. 200
West Des Moines, IA 50266
Ph: (515)327-5990 Fax: (515)327-5991

Number: 10
Date: 12/11/23
Job: S-14121-23 GrimesPlex Buildings
Phone:

Description: CR 10 Added Receptacles & Bollards for Maintenance Building

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

To provide additional receptacles and bollards per discussion with the owner:

Van Maanen Electric: \$2,265.00
Edge Labor (Bollards & Backing): \$1,200.00

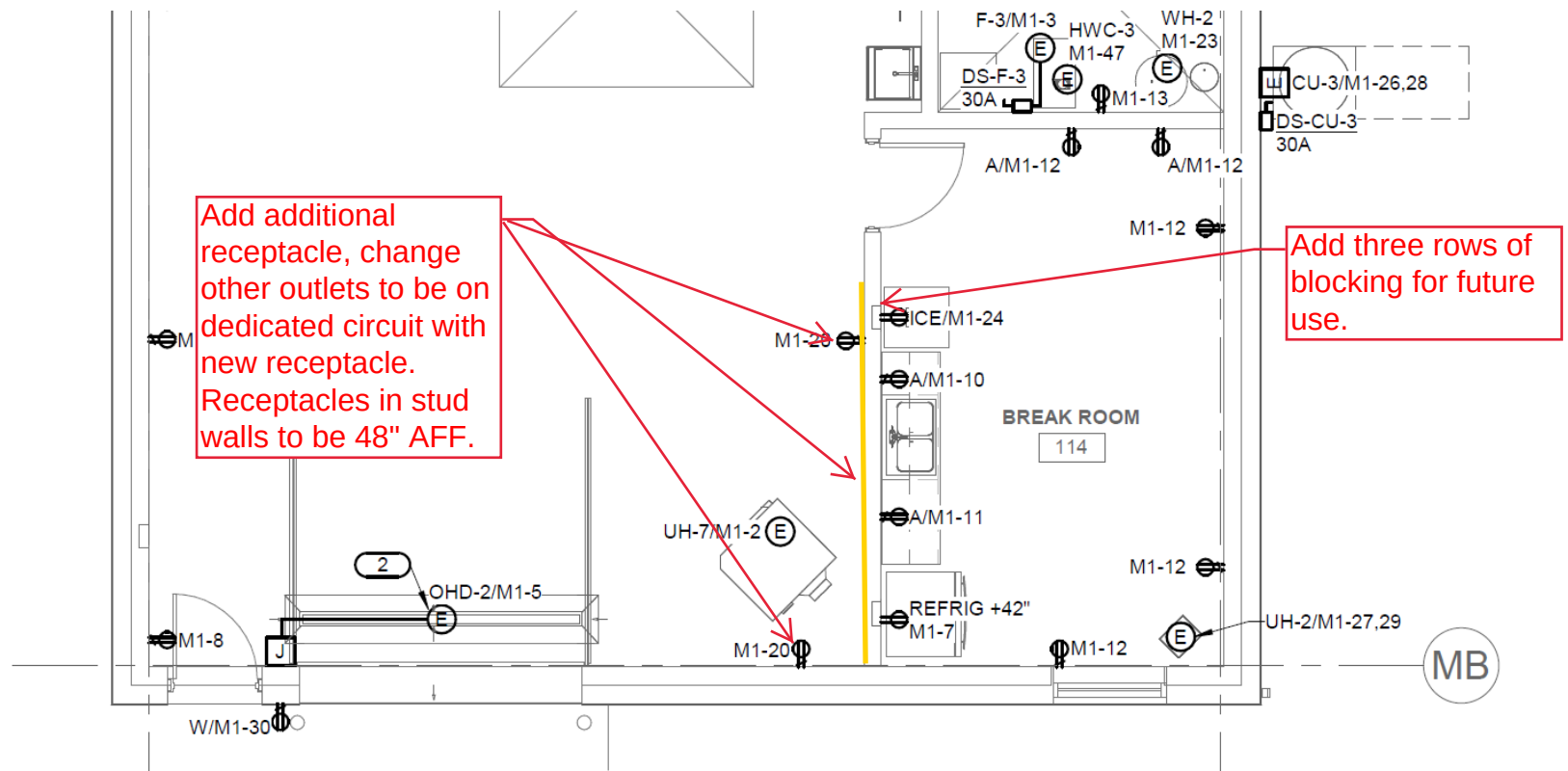
Edge Bond/Insurance (1.85%): \$64.00
Edge Fee (5%): \$174.00

The total amount to provide this work is \$3,702.00

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

Submitted by: Branson Ropp
Edge Commercial, LLC

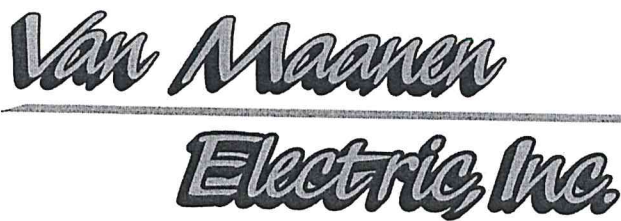
Approved by: _____
Date: _____



2

MAINTENANCE BUILDING PLAN - POWER

3/16" = 1'-0"



PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208
Telephone: 641-791-9473

CCN #

Date:

Project Name:

Page Number:

ADD RECEPTACLES & DEDICATED CKT

12/10/2023

Grimesplex Buildings

1

Edge Commercial

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

Work Description

Scope: ADD RECEPTACLES & DEDICATED CKT

Add receptacle in maintenance garage and put the all three on dedicated circuit.

Breakdown

Description	Qty	Total Mat.	Total Hrs.
3/4" CONDUIT - EMT	108	165.77	5.18
3/4" CONN SS STL - EMT	4	12.64	0.60
3/4" COUPLING SS STL - EMT	10	37.15	0.60
3/4" 1-H STRAP - EMT - STEEL	14	9.97	1.13
CADDY CS812 - 1/2 OR 3/4" EMT OR MC/AC CLIP TO STUD FOR 1 1/2" DEE	2	1.81	0.16
#12 THHN BLACK	517	535.16	4.00
#12 THHN GREEN	17	17.60	0.13
RED WIRECONN IDEAL 30-452 SIZE 452	10	2.09	0.90
4x 1 1/2" SQ BOX 3/4" KO	1	8.03	0.34
4x 1 1/2" SQ BOX COMB KO	2	10.26	0.69
4" SQ 1G PLSTR RING 5/8" RISE	1	8.60	0.04
4" SQ BLANK COVER	2	10.02	0.07
ERC C6 ELECTRICAL BOX BRACKET	1	4.20	0.07
GROUNDING SCREW	3	3.32	0.09
#8x 1 1/4 WOOD SCREW	5	0.34	0.23
10X1 ZP HWH TEK SCR	18	4.71	0.81
1G DECORA PLATE - 302 S/S	1	5.76	0.04
P&S 2097-GRY 20A 125V GFCI RCPT	1	24.31	0.38
Totals	717	861.73	15.48

Summary

Material		861.73
LABOR	(15.48 Hrs @ \$71.53)	1,107.28
O&M	(@ 15.000 %)	295.35

Final Amount

\$2,264.36

Van Maanen Authorization:

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

ORIGINAL

PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208

CCN #

Date:

Project Name:

Page Number:

ADD RECEPTACLES & DEDICATED CKT

12/10/2023

Grimesplex Buildings

2

Signature:



Date:

12/10/23

Edge Commercial Authorization

Name: Branson Ropp

Signature:

Date:

ORIGINAL

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: S James St. and SW/SE 19th St. Temporary Traffic Signalization, Change Order #1

BACKGROUND: A change order request has been made for the S James St. and SW/SE 19th St. Temporary Traffic Signalization project. The purpose and details are as follows:

- Traffic signal modifications to add southbound protected left turns to temporary traffic signal at this intersection.

BUDGETARY CONSIDERATIONS: The change order will increase the total cost for the project by \$2,500.00.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None

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

RESPONSIBLE STAFF/CONTACT INFORMATION:

Matt Ahrens, City Engineer, 515-986-4050, mahrens@grimesiowa.gov

Prepared by: Matt Ahrens

Return to: Matt Ahrens

CHANGE ORDER FORM



Project Title: S James Street and SW/SE 19th Street Temporary Traffic Signalization
Contractor: Iowa Signal
Address: 3711 SE Capitol Cir Street Grimes IA, 50111
Finance Budget Code: 355-240-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: March 28, 2023 **Vendor #** 1546

Change Order Number: 1

Change Order Date: January 23, 2024

Purpose of Change Order:

Add one 3-section FYA signal head w LED's, cable and relocate 3-section signal head. Also includes replacment of the signal cabinet. Signal cabinet to remain property of the contractor.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Traffic Signal Modification	LS	1.00	\$ 2,500.00	\$ 2,500.00
2					\$ -
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -

Change Order Number: 1 makes the following adjustments to the contract: \$ 2,500.00

Contractor Accepted: Iowa Signal

Heather Lesley Firm Name
Signature Date 1/11/24

Engineer Approved: FOTH

[Signature] Firm Name
Signature Date 1/11/24

Owner Accepted: City of Grimes MSA 1-12-24

Signature Title

Date

Attest for Owner:

Signature Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 45,378.50
1	January 23, 2024	\$ 2,500.00
2		
3		
4		
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13		
14		
15		

Revised Contract Amount \$ 47,878.50

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Change Order #2 Corell Contractors Inc

BACKGROUND: Grading and Sub Grading required more work than originally planned for in the bid allowance

BUDGETARY CONSIDERATIONS: Increasing Contract \$27,831.80

STRATEGIC PLANNING:

Prioritized: ____YES ____NO

*High-Performing Organization/Exception Professional Services ____

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS: Request Approval

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Rochelle Williams, City Clerk / Director of Administrative Services, rochelle@grimesiowa.gov

Prepared by: Rochelle Williams - Information provided by contractors

Return to: Rochelle Williams

CITY OF GRIMES

Page 316 of 980

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Change Order #2 Nehring Construction Inc. New Grimes Public Library-
Increasing \$400.00

BACKGROUND: Increase required due to scheduling delay with slab pour while an expansion
of the dumpster enclosure was studied.

BUDGETARY CONSIDERATIONS: Increase by \$400.00

STRATEGIC PLANNING:

Prioritized: ____YES ____NO

*High-Performing Organization/Exception Professional Services ☒ ____

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Rochelle Williams, City Clerk / Director of Administrative Services, rwilliams@grimesiowa.gov

Prepared by Rochelle Williams- Information provided by contractors

Return to: Rochelle Williams

CHANGE ORDER FORM



Project Title: Grimes Public Library
Contractor: Nehring Construction Inc.
Address: 4300 NE 14th Street, Des Moines, IA 50313
Finance Budget Code: 350-410-6499 **Finance Project #** 0
Vendor Project or Invoice #: **PO #** 0
Original Contract Date: December 17, 2021 **Vendor #** 0

Change Order Number: 2

Change Order Date: January 23, 2024

Purpose of Change Order:

CE 080 Additional core drilling required for installation of paving bollard.

Required due to scheduling delay with slab pour while an expansion of the dumpster enclosure was studied.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1					
2	CE 080 Core Drilling for Bollard	LS	1.00	\$ 400.00	\$ 400.00
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -

Change Order Number: 2 makes the following adjustments to the contract: **\$ 400.00**

Contractor Accepted: Nehring Construction
 Signature: Date: 1/15/24

Engineer Approved: INVISON Architecture
 Signature: Date: 01.16.24

Owner Accepted: City of Grimes
 Signature: _____ Title: _____
 Date: _____

Attest for Owner:
 Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 235,622.00
1	September 26, 2023	\$ 5,472.00
2	January 23, 2024	\$ 400.00
3		
4		
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14		
15		

Revised Contract Amount **\$ 241,494.00**

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Change Order #3 Des Moines Marble & Mantel Company - New Grimes Public Library increasing the contract \$1,825,00

BACKGROUND: Required as changing station needed to move to avoid conflict with the adult changing station, which was larger than the manufactured design drawing showed.

BUDGETARY CONSIDERATIONS: Increasing Contract by \$1,825

STRATEGIC PLANNING:

Prioritized: ____YES ____NO

*High-Performing Organization/Exception Professional Services __X__

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Rochelle Williams, City Clerk / Director of Administrative Services, rwilliams@grimesiowa.gov

Prepared by: Rochelle Williams

Return to:

CHANGE ORDER FORM



Project Title: Grimes Public Library
Contractor: Des Moines Marble & Mantel Company
Address: 1507 Ohio Street, Des Moines, IA 50314
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: 3

Change Order Date: January 23, 2024

Purpose of Change Order:

CE 069: Wall Tile Repair at RR where changing stations was relocated. CE 075 Floor Tile Repair at Lobby
 Required as changing station needed to move to avoid conflict with adult changing station, which was larger than manufactures design drawings showed.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1					
2	CE 069 Wall Tile Repair	LS	1.00	\$ 590.00	\$ 590.00
3	CE 075 Floor Tile Repair	LS	1.00	\$ 1,235.00	\$ 1,235.00
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -

Change Order Number: 3 makes the following adjustments to the contract:

\$ 1,825.00

Contractor Accepted: Des Moines Marble & Mantel Company
 Signature: [Signature] Date: 1/15/2024

Engineer Approved: **INVISION Architecture**
 Firm Name: INVISION Architecture Date: 01.16.24
 Signature: [Signature]

Owner Accepted: City of Grimes
 Signature: _____ Title: _____
 Date: _____

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 119,025.00
1	October 24, 2023	\$ 5,350.00
2	December 12, 2023	\$ 1,305.00
3	January 23, 2024	\$ 1,825.00
4		
5		
6		
7		
8		
9		
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11		
12		
13		
14		
15		

Revised Contract Amount \$ 127,505.00

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Change Order #5 Forrest & Associates - New Grimes Public Library
increasing contract \$2,545.44

BACKGROUND:

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: ____ YES ____ NO

*High-Performing Organization/Exception Professional Services ____

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by: Rochelle Williams- Information provided by contractors

Return to: Rochell Williams

CITY OF
GRIMES

Page 322 of 980

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Change Order #11 Graphite Construction Group, Inc - New Grimes Public Library increasing contract \$17,247.87

BACKGROUND:

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: ____YES ____NO

*High-Performing Organization/Exception Professional Services ☒ ____

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION: Approval

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by: Rochelle Williams- Information provided by contractors

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: 011

Date: January 15, 2024

CONSTRUCTION MANAGER: (name and address)

The Weitz Company, LLC
611 5th Ave, Suite 300
Des Moines, IA 50309

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

CE #059 - Wood Cap at Guardrail - Wood Species Material - \$16,876.18
CE # 073 - Repair to Door Frame 121B - \$104.37
CE #078 - Door 109 changed to HM - \$267.32

The original Contract Sum was	\$	2,665,000.00
Net change by previously authorized Change Orders	\$	59,302.51
The Contract Sum prior to this Change Order was	\$	2,724,302.51
The Contract Sum will be increased by this Change Order in the amount of	\$	17,247.87
The new Contract Sum including this Change Order will be	\$	2,741,550.38

The Contract Time will be unchanged by Zero (0) days.

The Contractor's Work shall be substantially complete on ~~July 14, 2023~~ **TBD**

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

ARCHITECT (Firm name)

SIGNATURE

Evan Shaw

PRINTED NAME AND TITLE

01.16.24

DATE:

Graphite Construction Group, Inc.

CONTRACTOR (Firm name)

The Weitz Company, LLC

CONSTRUCTION MANAGER (Firm name)

SIGNATURE

Stephanie Morrison, Senior Project Manager

PRINTED NAME AND TITLE

1/15/2024

DATE:

City of Grimes

OWNER (Firm name)

Required for misc corrective work and handrail cap as per owners request.

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User Notes:

(3B9ADA47)


SIGNATURE
Joe Haug
PRINTED NAME AND TITLE
V.P.
1-15-2024
DATE:

SIGNATURE
Scott Mikkelsen
PRINTED NAME AND TITLE

DATE:

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Change Order #8 Van Maanen Electric Inc - New Grimes Public Library increasing contract \$4,310

BACKGROUND:

BUDGETARY CONSIDERATIONS: Increasing contract by \$4,310

STRATEGIC PLANNING:

Prioritized: ____YES ____NO

*High-Performing Organization/Exception Professional Services __X__

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION: Approval

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by: Rochelle Williams- Information provided by contractors

Return to: Rochelle Williams

CHANGE ORDER FORM



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: 8

Change Order Date: January 23, 2024

Purpose of Change Order:

CE 068 HDMI Relocation, CE 070 Relocate Cabinet, CE 072 Relocate Light Fixture, CE 073 Damage to Door Frame 121B, CE 075 Relocate Lobby Floor Boxes, CE 077 Misc Electrical Items & CE 086 PR 6 Add Light Fixtures in 1st Flr RR's
 Required for misc corrective work and additional lights, outlets, etc. requested by owner now that furniture is moved in.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1					
2	CE 068 HDMI Relocation	LS	1.00	\$ 652.93	\$ 652.93
3	CE 070 Relocate 2nd Flr. Cabinet	LS	1.00	\$ 228.08	\$ 228.08
4	CE 073 Damage to Door Frame 121B - b/c	LS	1.00	\$ (104.37)	\$ (104.37)
5	CE 075 Relocate Lobby Flr Boxes - b/c	LS	1.00	\$ (1,235.00)	\$ (1,235.00)
6	CE 077 Misc. Electrical Items	LS	1.00	\$ 3,077.86	\$ 3,077.86
7	CE 086 PR 5 Add Light Fixtures in 1st Flr RR's	LS	1.00	\$ 902.53	\$ 902.53
8	CE 072 Relocate 1st Flr. Corridor Fixture	LS	1.00	\$ 788.93	\$ 788.93
9					\$ -
10					\$ -

Change Order Number: 8 makes the following adjustments to the contract: **\$ 4,310.96**

Contractor Accepted: Van Maanen Electric Inc.

Firm Name
 Signature Date 1/15/24

Engineer Approved: INVISION Architecture

Firm Name
 Signature Date 01.16.24

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
5	October 24, 2023	\$ 727.51
6	November 14, 2023	\$ 4,342.42
7	December 12, 2023	\$ 1,608.63
8	January 23, 2024	\$ 4,310.96
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Revised Contract Amount **\$ 1,030,150.85**

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Change Order #6 The Weitz Company, LLC - New Grimes Public Library decreasing contract \$5,929.50

BACKGROUND: This is a credit to the owner from reduced scope CO's, and return of site access allowance to help offset CO from additional site work.

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: ____YES ____NO

*High-Performing Organization/Exception Professional Services X

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by: Rochelle Williams- Information provided by contractor

Return to: Rochelle Williams



AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Grimes Public Library Project Grimes, IA 50111	CONTRACT INFORMATION: Contract For: CM Services Date: September 1, 2021	CHANGE ORDER INFORMATION: Change Order Number: 006 Date: January 15, 2024
OWNER: <i>(Name and address)</i> City of Grimes 101 NE Harvey Street Grimes, IA 50111	ARCHITECT: <i>(Name and address)</i> InVision 303 Watson Powell Jr. Way #200 Des Moines, IA 50309	CONTRACTOR: <i>(Name and address)</i> The Weitz Company, LLC 611 5 th 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.)

065 CE #W002 - Bishop Layout for Parking Lot Change - 1,152.50

066 CE #W003 - CM Fee on Prime PCO 012 - 047 - 2,918.00

068 CE #W006 - Return Site Access Allowance - (10,000.00)

TOTAL: (\$5,929.50)

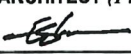
The original Contract Sum was	\$ 973,681.00
The net change by previously authorized Change Orders	\$ 162,030.30
The Contract Sum prior to this Change Order was	\$ 1,135,711.30
The Contract Sum will be decreased by this Change Order in the amount of	\$ 5,929.50
The new Contract Sum including this Change Order will be	\$ 1,129,781.80

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.

INVISION Architecture	The Weitz Company, LLC	
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
		
SIGNATURE	SIGNATURE	SIGNATURE
Evan Shaw AIA	Michael Tousley, Executive VP	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
01.16.24	January 15, 2024	
DATE	DATE	DATE

Credit to the owner from reduced scope CO's, and return of site access allowance to help offset CO from additional site work.



PCCO #006 - The Weitz Company - CM Services

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

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

Prime Contract Change Order #006 - The Weitz Company - CM Services: Weitz CO6 Layout Revision, CM Fee & Return of Site Access Allowance

TO:	CITY OF GRIMES 110 NORTH HARVEY GRIMES, Iowa 50111	FROM:	WEITZ COMPANY-IOWA, THE 611 5TH AVE SUITE 300 DES MOINES Iowa 50309
DATE CREATED:	1/ 10 /2024	CREATED BY:	Stephanie Morrison (WEITZ COMPANY-IOWA, THE)
CONTRACT DATE:		REVISION:	0
SCHEDULE IMPACT:		REVISED SUBSTANTIAL COMPLETION DATE:	
CONTRACT FOR:	2:Weitz Construction Manager Services Contract	TOTAL AMOUNT:	(\$5,929.50)

DESCRIPTION:

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
065	CE #W002 - Bishop Layout for Parking Lot Change		1,152.50
066	CE #W003 - CM Fee on Prime PCO 012 - 047		2,918.00
068	CE #W006 - Return Site Access Allowance		(10,000.00)
TOTAL:			(\$5,929.50)

CHANGE ORDER LINE ITEMS:

PCO # 065 : CE #W002 - Bishop Layout for Parking Lot Change

#	SubJob	Cost Code	Description	Type	Amount
1	N/A	01-015505.2450 - Registered Surveyor	Bishop Layout for P. Lot Change	Materials	\$ 1,102.50
2	N/A	01-019105.2450 - General Liability / CCIP	GL Insurance	Materials	\$ 15.00
3	N/A	Z-0Z1020.7205 - Change Order Fee	Fee	Fee	\$ 35.00
Subtotal:					\$1,152.50
Grand Total:					\$1,152.50

PCO # 066 : CE #W003 - CM Fee on Prime PCO 012 - 047

#	SubJob	Cost Code	Description	Type	Amount
1	N/A	Z-0Z1020.7205 - Change Order Fee	Fee	Fee	\$ 2,918.00
Subtotal:					\$2,918.00
Grand Total:					\$2,918.00

PCO # 068 : CE #W006 - Return Site Access Allowance

#	SubJob	Cost Code	Description	Type	Amount
1	N/A	01-018115.2450 - Access Road Maintenance	Return Site Access Allowance	Materials	(\$10,000.00)
Subtotal:					(\$10,000.00)
Grand Total:					(\$10,000.00)



PCCO #006 - The
Weitz Company - CM
Services

The original (Contract Sum)	\$ 973,681.00
Net change by previously authorized Change Orders	\$ 162,030.30
The Contract sum prior to this Change Order was	\$ 1,135,711.30
The Contract sum would be changed by this Change Order in the amount of	(\$5,929.50)
The new Contract sum including this Change Order will be	\$ 1,129,781.80
The Contract time will not be changed by this Change Order	
Revised Substantial Completion Date	

INVISION Architecture

CITY OF GRIMES
110 NORTH HARVEY
GRIMES Iowa 50111

WEITZ COMPANY-IOWA, THE
611 5TH AVE SUITE 300
DES MOINES Iowa 50309

 01.16.24
SIGNATURE DATE
Evan Shaw AIA
BY

SIGNATURE DATE
BY

SIGNATURE DATE
BY

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Change Order #7 Performance Contracting Inc - New Grimes Public Library increasing contract \$10,857.46

BACKGROUND: Increase required for miscellaneous finish adjustments

BUDGETARY CONSIDERATIONS: Increase contract by \$10,857.46

STRATEGIC PLANNING:

Prioritized: ____YES ____NO

*High-Performing Organization/Exception Professional Services __X__

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION: Approval

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by: Rochelle Williams- Information provided by contractor

Return to: Rochelle Williams

CHANGE ORDER FORM



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: 7

Change Order Date: January 23, 2024

Purpose of Change Order:

CE 043 Coiling Grille Revisions, CE 054 Closure Piece, CE 055 Realign Grid, CE 069 Relocate Changing Station, CE 070 Relocate Cabinet, CE 082 Wallcovering at Bookshelf Nook, CE 083 Wall Covering Trims & CE 085 Paint Air Returns & Wall Speakers

Required for misc finish adjustments.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1					
2	CE 0043 Coiling Grille Modifications	LS	1.00	\$ 2,637.64	\$ 2,637.64
3	CE 054 Closure Pieces Beam to Wall	LS	1.00	\$ 4,924.98	\$ 4,924.98
4	CE 055 Realign Ceiling Grid 1st Flr Corridor	LS	1.00	\$ 686.41	\$ 686.41
5	CE 069 Relocate Changing Stations	LS	1.00	\$ 212.96	\$ 212.96
6	CE 070 Relocate 2nd Flr. Cabinet	LS	1.00	\$ 286.02	\$ 286.02
7	CE 082 Remove Wallcovering at Bookshelf Nook	LS	1.00	\$ 834.75	\$ 834.75
8	CE 083 Add Wallcovering Trims	LS	1.00	\$ 714.00	\$ 714.00
9	CE 085 Paint Ceiling Air Returns & 2nd Flr. Wall Speakers	LS	1.00	\$ 560.70	\$ 560.70
10					\$ -

Change Order Number: 7 **makes the following adjustments to the contract:** **\$ 10,857.46**

Contractor Accepted: Performance Contracting Inc.

Brad Klepper Firm Name
Signature Date

Engineer Approved: INVISION Architecture

INVISION Architecture Firm Name
Signature Date 01.16.24

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	November 14, 2023	\$ 5,591.74
6	December 12, 2023	\$ 1,198.65
7	January 23, 2024	\$ 10,857.46
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Revised Contract Amount **\$ 1,523,955.90**

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Change Order #2 Ideal Floors Incorporated - New Grimes Public Library increasing contract \$2,100

BACKGROUND: An increase is required for additional carpet edging.

BUDGETARY CONSIDERATIONS: Increase contract by \$2,100

STRATEGIC PLANNING:

Prioritized: ____YES ____NO

*High-Performing Organization/Exception Professional Services __X__

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION: Approval

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by: Rochelle Williams- Information provided by contractor

Return to: Rochelle Williams

CHANGE ORDER FORM



Project Title: Grimes Public Library
Contractor: Ideal Floors Incorporated
Address: 2216 George Flagg Parkway, Des Moines, IA 50321
Finance Budget Code: 350-410-6499 **Finance Project #** 0
Vendor Project or Invoice #: **PO #** 0
Original Contract Date: December 17, 2021 **Vendor #** 0

Change Order Number: 2

Change Order Date: January 23, 2024

Purpose of Change Order:

CE 079 PR 5 Add Carpet Transitions at Exposed Edges

Required for additional carpet edging.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1					
2	PR 5 Carpet Transitions	LS	1.00	\$ 2,100.00	\$ 2,100.00
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -

Change Order Number: 2 makes the following adjustments to the contract: **\$ 2,100.00**

Contractor Accepted: Ideal Floors
 Signature: [Signature] Date: 1/16/24

Engineer Approved: INVISION Architecture
 Signature: [Signature] Date: 01.16.24

Owner Accepted: City of Grimes
 Signature: _____ Title: _____
 Date: _____

Attest for Owner:
 Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 109,575.00
1	September 14, 2022	\$ 2,200.00
2	January 23, 2024	\$ 2,100.00
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Revised Contract Amount **\$ 113,875.00**

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Change Order #1 Miner Hardscapes - New Grimes Public Library increasing contract \$5,000

BACKGROUND: Required for additional cleanup work. Removing nuisance tree/shrubs on south property line.

BUDGETARY CONSIDERATIONS: Increase of \$5,000

STRATEGIC PLANNING:

Prioritized: ____YES ____NO

*High-Performing Organization/Exception Professional Services __X__

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION: Approval

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by: Rochelle Williams- Information provided by contractor

Return to: Rochelle Williams

CHANGE ORDER FORM



Project Title: Grimes Public Library
Contractor: Miner Hardscapes
Address: P.O. Box 517 Granger, IA 50109
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: 1

Change Order Date: January 23, 2024

Purpose of Change Order:

CE 033: Cleanup Nuisance Tree/Shrubs South Property Line

Required for owner request for additional cleanup work.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1					
2	CE 033: Cleanup South Property Line	LS	1.00	\$ 5,000.00	\$ 5,000.00
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -

Change Order Number: 1 makes the following adjustments to the contract: **\$ 5,000.00**

Contractor Accepted: Miner Hardscapes

Firm Name
Miner Hardscapes
 Signature Date 1/16/2024

Engineer Approved: INVISION Architecture

Firm Name
Ech
 Signature Date 01.16.24

Owner Accepted: City of Grimes

Signature Title
 Date

Attest for Owner:

Signature Title
 Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 149,970.00
1	January 23, 2024	\$ 5,000.00
2		
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Revised Contract Amount **\$ 154,970.00**

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: General Property and Liability Insurance with Iowa Communities' Assurance Pool for 2024 Calendar Year

BACKGROUND: Iowa Communities Assurance Pool (ICAP) has provided General Property and Liability Insurance for the City of Grimes for many years. The last several years, TrueNorth Companies has been the City's Insurance and Risk Management Advisor. The ICAP premium for 2024 had another large increase. There are several factors that have led to this increase: the New Grimes Public Library, Splash Pad, additional equipment and increased property valuations. Along with this, ICAP stated the municipal loss experience throughout Iowa, updated reinsurance terms, and continued hard market conditions have all led to significant increases for their members. Please note this premium does not include our coverage for Cybersecurity Insurance. This is under a separate policy which provides better coverage than what is available from ICAP. This coverage also does not cover the GrimesPlex as is still being covered by the general contractor. When looking at deductibles, we left the auto at \$750 per occurrence as the premium savings did not warrant increasing the deductible. We did increase the property insurance to a \$10,000 deductible. The biggest change to the insurance made by ICAP is the wind and hail clause, with the deductible being the greater of 2% of the sum of the values of all units of coverage that sustain loss in any one occurrence or the minimum deductible as set forth in the endorsement. ICAP is also stating this means a weather event that is designated as part of a catastrophe event by the Insurance Services Office (ISO). As part of the 28E Agreement with the City of Johnston, all equipment for the fire department will be insured by Johnston beginning July 1, 2024. ICAP could not provide a 6-month policy for this equipment. We asked for a partial refund on July 1 for this coverage. ICAP states that out of the \$32,600 cost for the fire department equipment they will reimburse the City \$5,053.00 on July 1, 2024.

BUDGETARY CONSIDERATIONS: 2024 Insurance Premium will be \$517,967.00.

Additionally, any property loss from wind and hail will incur a deductible of 2% of the loss with a minimum deductible of \$75,000.

STRATEGIC PLANNING:

Prioritized: ____ YES ____ NO

*High-Performing Organization/Exception Professional Services __X__

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION: Staff recommend approval

RESPONSIBLE STAFF/CONTACT INFORMATION:

Rochelle Williams, City Clerk / Director of Administrative Services, rwilliams@grimesiowa.gov

Prepared by: Rochelle Williams

Return to: Rochelle Williams

RESOLUTION 01-1324 APPROVING GENERAL PROPERTY AND LIABILITY INSURANCE
WITH IOWA COMMUNITIES' ASSURANCE POOL FOR THE 2024 CALENDAR YEAR

Grimes Resolution No. 01-1324

WHEREAS, the City of Grimes wishes to renew their policy with Iowa Communities Assurance Pool for General Property and Liability Insurance for the 2024 Calendar Year and,

WHEREAS, City Department Heads have reviewed the policy for their department for changes, additions and omissions and,

WHEREAS, City Staff have reviewed the Iowa Communities Assurance Pool policy for the 2024 calendar year along with TrueNorth Companies, the City's Insurance and Risk Management Advisor and recommend approval;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the General Property and Liability Insurance Coverage with Iowa Communities Assurance Pool for the 2024 Calendar Year be approved.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Appointing Board and Commission Members for 2024

BACKGROUND: Resolution 01-1424 Appointing Board and Commission Members for 2024
Annually, the Mayor, with approval by the Council, appoints members to open Boards, Commissions and Liaison positions as needed.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: ____YES ____NO

*High-Performing Organization/Exception Professional Services X

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Rochelle Williams, City Clerk / Director of Administrative Services, rochelle@grimesiowa.gov

Prepared by: Rochelle Williams

Return to: Rochelle Williams

RESOLUTION 01-1424 APPOINTING BOARDS AND COMMISSION MEMBERS FOR 2024

Grimes Resolution No. 01-1424

WHEREAS, in accordance with the Grimes Code of Ordinance 2-2-3, the Mayor is vested with the authority to appoint members to Boards, Commissions, and Council Liaisons, subject to the approval of Council; and

WHEREAS, these appointments are necessary to fill vacant positions or address expired terms; and

WHEREAS, specific Commission appointments and Council Liaisons are to be made on an annual basis.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, the following appointments as outlined in Exhibit A as attached, shall be approved.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

CITY OF GRIMES

101 North East Harvey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

ADMINISTRATION

City Administrator	Jake Anderson	janderson@grimesiowa.gov
City Clerk/Adm Services Director	Rochelle Williams	rwilliams@grimesiowa.gov
Human Resources Director	Erik Fisk	efisk@grimesiowa.gov
Financial Director	Marcia Woodke	mwoodke@grimesiowa.gov
Public Works Director	Kevin Hensley	khensley@grimesiowa.gov
Development Services Director	Alex Pfaltzgraff	apfaltzgraff@grimesiowa.gov
City Engineer	Matt Ahrens	mahrens@grimesiowa.gov
Park & Rec Director	Brian Becker	bbecker@grimesiowa.gov
IT Director	Rob Fox	rfox@grimesiowa.gov
Library Director	Cheryl Heid	Heid@grimeslibrary.org
Fire Chief	Jim Clark	Jclark@cityofjohnston.com

Up for Reappointment

Liaison Positions

Vacancy

BOARDS AND COMMISSIONS

<u>COUNCIL</u> – 4-year Terms	<u>TERM EXPIRES</u>	<u>ADDRESS</u>	<u>PHONE</u>
Mayor Scott Mikkelsen	January 2026	305 NW 23 rd Ct.	515-259-0245
Laurie DePhillips	January 2026	1121 NE 19 th St	515-450-3459
Ryan Burger	January 2026	807 NE Park Street	515-778-3030
David Gisch	January 2026	809 NE 12 th Street	515-421-2091
Eric Johansen	January 2028	709 NE Bridge Park Pl.	515-313-8538
Andrew Borcharding	January 2028	2605 NW Springbrooke Drive	515-259-0004
2 nd and 4 th Tues of the month beginning at 5:30 pm.			

Mayor Pro Tem: Ryan Burger

PLANNING & ZONING: 5-year terms; Board meets the first Tuesday of each month, 5:30 at City Hall (no term limit)

Courtney Strutt Todd	January 2026	2105 NW Sunset Lane	515-402-3945
Russ Lickteig	January 2027	304 NW 23 rd Court	515-979-2472
Scott Almeida, Chair	January 2026	605 NE 13 TH Street	515-953-9012
Craig Patterson, Co-Chair	January 2028	1807 NW Norton Ct.	515-554-7920
Adam Bunge	January 2028	2609 NW Willowbrooke Dr	515-450-4493

Liaison: Andrew Borcharding

BOARD OF ADJUSTMENT: 5-year terms- **No Liaison** Meet third Tuesday of the month, 5:30 at City Hall (no term limit)

Matthew Moran	January 2028	808 SE 15 th St	309-397-8784
Charles Strutt	January 2025	2324 NW Gabus Drive	515-240-3590
Thomas Letsch Chair	January 2024	407 NE 7 th St	515-321-7052
Joshua Stott	January 2026	500 NE 9 th St.	319-931-9252
Trevor Brown	January 2027	532 NW 6 th Street	515-979-2785

PARK & RECREATION BOARD: 3-year terms; Term limits of 3. Board meets 4th Wednesday of the month, 5:30 at City Hall (3 term limit)

Reese (Renee) Johnson	January 2026	704 NE 21 st Street	608-792-3557
Shane Smith	January 2025	809 N James St	515-238-7788
Ross Junge	January 2024	700 NE Bridge Park Place	515-210-9426
James Abens	January 2024	2113 NW Sunset Lane	515-229-0276
April Heitland	January 2024	1105 NW Prairie Creek Dr.	515-710-9538

Liaison: Ryan Burger

TREE BOARD: 4-year terms; Board meets 3rd Wednesday of the month, 5:30 at City Hall (3 term limit)

Sally Worley	January 2024	517 NW Sunset Court	515-419-9551
Russ Lickteig	January 2026	304 NW 23 rd Court	515-979-2472
April Moore	January 2026	213 NW Maplewood Dr.	515-525-8031
Lee Goldsmith, Chair	January 2027	300 SW Kennybrook Dr.	515-577-6668
Mark Dungan, Vice-Chair	January 2027	709 NE Bridge Creek Crossing	515-229-8944
Dick Piphio	January 2028		

LIBRARY BOARD OF TRUSTEES: 6-year terms; Board meets 3rd Tuesday of the month, 5:30 at the Library. (no term limit)

Lynh Patterson	January 2026	1807 NW Norton Ct.	515-554-7920
Ann Haugland, Vice Pres.	January 2027	210 NW Beaverbrook Blvd.	515-451-8349
Gary Schroeder, President	January 2024	300 SE 15 th Street	712-210-3709
Charles Strutt	January 2026	2324 NW Gabus Dr.	515-240-3590
David Brahn	January 2026	800 SE 14 th Street	641-330-3023

Liaison: Eric Johansen

PUBLIC HEALTH AND SAFETY ADVISORY BOARD: 3-year Terms: 1st Thursday each month, 5:30 at City Hall (3 term limit)

Vacancy	January 2025		
Ryan Larson (James)	January 2025	434 NW Prairie Creek Dr.	319-621-5473
Kathy Leinenkugel	January 2026	512 NW 8 th St	515-822-4631

Liaison: Laurie DePhillips

Additional Representatives: Fire Chief Jim Clark & Polk County Sheriff

FIRE BOARD ADVISORY

Chair: David Gisch Vice Chair: Laurie DePhillips (Annual appointment)

3rd Member Mayor Mikkelsen or Citizen – Jess Dunn

2024 – 3 Members to the Fire Board of which (2) may be Council Members and the Mayor

Alternate is City Administrator Jake Anderson

METRO WASTE AUTHORITY BOARD

Primary: David Gisch (Annual appointment)

Alternate: Jake Anderson

(primary – elected official, Council Member or Mayor)

(alternate – elected official, city staff or resident)

BRAVO

Representative – Cheryl Heid - Primary

Alternate – Eric Johansen

POLK COUNTY EMERGENCY MGT. Contact: Tracy: 286-2107 (Annual appointment)

Primary: Chief Clark 515-251-2629

Alternate: Ron Schipper 515-201-9658

DALLAS CO EMERGENCY MANAGEMENT COMMISSION (Annual appointment)

Primary: Chief Clark 515-251-2629

Alternate: Ron Schipper 515-201-9658

DALLAS COUNTY E-911 Annual (Annual appointment)

Primary: Chief Clark 515-251-2629

Alternate: Ron Schipper 515-201-9658

POLK COUNTY E-911 4 times a year: 3rd Wed. (Annual appointment)

Primary: Chief Clark 515-251-2629

Alternate: Ron Schipper 515-201-9658

METRO ADVISORY COMMITTEE

Eric Johansen

709 NE Bridge Park Pl.

515-313-8538

Convention and Visitors Bureau

Primary: Brian Becker (

Alternates- Jake Anderson & Mayor Mikkelsen

DES MOINES AREA MPO REPRESENTATIVE 2023

MPO Primary Representative – Mayor Scott Mikkelsen

MPO Alternate Representative- Jake Anderson

MPO TTC Primary Representative – Matt Ahrens

MPT TTC Alternate Representative- Alex Pfaltzgraff

DART TASK FORCE

Primary-Andrew Borcharding

Alternate: Jake Anderson

1st Tues of the month at 12 noon

WRA BOARD:

Representative: Laurie DePhillips

Alternate: Jake Anderson

WRA TECHNICAL COMMITTEE:

Representative - Matt Ahrens

Alternate - Kevin Hensley

MIPA Board Representative:

Alex Pfaltzgraff

CIWW Committee:

Policy Committee Primary: Jake Anderson

Policy Committee Alternate: Alex Pfaltzgraff

Technical Committee Primary: Kevin Hensley

Technical Committee Alternate: Matt Ahrens

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Amended Fee Schedule for 2024

BACKGROUND: The fee schedule requires an update due to recent changes within the City. The updates encompass various modifications, such as introducing fees for the rental housing program, implementing additional charges for records requests, revising the phrasing of the construction observation fee schedule, eliminating transient merchant licensing fees as stated in the ordinance, incorporating costs for limb disposal, altering park and recreation programming, and introducing fees for GrimesPlex, North Complex, and South Complex.

GrimesPlex fee Updates:

1. As opposed to 2023, the facility will be complete in the spring with fully functional fields, lights, concession stands, parking lots etc.
2. Staff received feedback from our partner Sporting Iowa as well as likely frequent renters that the 2023 rates were below market rate.
3. Staff compiled and reviewed the rates of 29 other Midwest facilities to ensure that the proposed 2024 GrimesPlex rates are competitive with other facilities.

Finance Fee Updates:

1. Clarity on wording
2. Raising the fee for after hours and trip charge by \$25 each to be closer to the actual costs to send employee and pickup out to the site.
3. The employee cost is \$30.00/hour and pickup rate is \$19.70/hour.
4. After hours cost for employee is a minimum of a 2-hour call-out.
5. Removal of fees on page 10 is due to having them listed on the prior page and keeping all fees in line across the Library, City Hall and Admin.

Fire Department Fee Updates:

The Johnston-Grimes Metropolitan Fire Board approved an increase in the ambulance rates at their December 20, 2023, meeting. The ambulance rates have not increased since 2018. The new rates are in line with the state-wide average which is sent out each spring. The new rates will be adjusted each July to match the state-wide average. These rates will not affect Medicare or Medicaid patients transported as those rates are set by the Federal Government and will not change.

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: ____YES ____NO

*High-Performing Organization/Exception Professional Services __X__

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION: Approval

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by: Olivia DeYoung

Return to: Rochelle Williams

RESOLUTION 01-1524 ADOPTING THE CITY OF GRIMES AMENDED FEE SCHEDULE
FOR 2024

Grimes Resolution No. 01-1524

WHEREAS, the City of Grimes recognizes the need to establish and periodically update a fee schedule to ensure fair and efficient charges for services to its residents and businesses; and

WHEREAS, the City Staff have reviewed existing fee schedule and has determined the necessity of making certain amendments to accurately reflect the actual costs associated with providing various services and permits within the City; and

WHEREAS, the City Council has considered the proposed amendments and believes that they are in the best interest of the City;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, the amended Fee Schedule for 2024 be adopted.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

Department Fee Schedules 2024

Revised: June 27, 2023
Revised January 23, 2024

101 NE Harvey Street
Grimes, IA 50111
P | 515.986.3036
www.grimesiowa.gov

CITY OF
GRIMES

City of Grimes Fee Schedule 2024

DEVELOPMENT SERVICES

DEVELOPMENT SERVICES

<u>Description</u>	<u>Fee</u>
Administrative:	
Board of Adjustment/Appeals Application	\$150
Minor Site Plan	\$750
Site Plan	\$2000
Stormwater Management Plan < 1 Acre	\$600
Stormwater Management Plan > 1 Acre	\$1,200
Stormwater Post Construction Easement	\$500
Stormwater Pollution Prevention Plan (SWPPP)	\$250
Traffic Engineering Evaluation	\$500
Preliminary Plat	\$2000
Final Plat	\$2000
Zoning	\$2000
Construction Drawings	\$2000
Construction Site Observation	Per Schedule (See Attached)
Grading and Utility Permit	\$150
Plat of Survey	\$400

Building Permit Fees:

Building permit fees except for the job types identified below shall be calculated based on the 1996 Building Permit Fee Calculation Worksheet. (See attached)

Inspections outside of normal business	\$100/hour
Work Without Permit	\$ Double the permit fee
MS-4 Sediment and Erosion Control Quarterly Inspection	\$100
Building Permit Re-Issuance/Transfer Fee	\$250
Sign Permit (Building-Mounted Sign)	\$50
Sign Permit (Ground-Mounted Sign)	\$50
Accessory Building (Under 200 SF)	\$20
Accessory Building (200-599 SF)	\$75
Accessory Building (Above 600 SF)	Valuation
Fence	\$20
Deck	\$75
Solar/Wind/Renewable Energy	\$75
Above Ground Pool/Hot Tub	\$50
In-ground Pool	\$75
Residential Mechanical Permit	\$75
Residential Electrical Permit	\$75
Residential Plumbing Permit	\$75
Commercial Mechanical Permit	\$225
Commercial Electrical Permit	\$225
Commercial Plumbing Permit	\$225
Demolition Permit	\$100
Excavation/Grading Permit	\$ Included in Bldg. Permit
Energy Code Review/Inspection	\$ Included in Bldg. Permit
Sidewalk/Approach Replacement	\$50
Water Connection (Residential)	\$500 per housing unit
Water Connection (Commercial)	\$1,500 per acre

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City of Grimes Fee Schedule 2024

DEVELOPMENT SERVICES

Sewer Connection (Residential)	\$750 per housing unit
Sewer Connection (Commercial)	\$2,250 per acre
Concrete Washout Box	\$100 each
Application for Temporary Certificate of Occupancy	\$100
Special Event/Outdoor Temporary Use	\$100

Rental Housing Program:

Rental Certificate	
Apartment/Duplex	\$70.00 per structure/ <u>first unit</u> plus \$30.00 per additional dwelling units
Single Family, Townhome, Condo	\$70.00 per dwelling unit
Re-Inspection	
1 st Re-Inspection	\$0.00
2 nd Re-Inspection and All Subsequent Re-Inspections	\$100.00
Complaint Inspection	
Investigation	\$0.00
1 st Reinspection	\$0.00
2 nd Re-Inspection and All Subsequent Re-Inspections	\$100.00

Commented [AP1]: Rob, do these need to be evaluated based upon consumables, leases, etc? Or too much effort?

REVISION 8/10/21

Miscellaneous:

Photocopies (8 1/2 x 11 - Color)	\$0.50/sheet
Photocopies (11x17 - Color)	\$1.00/sheet
Larger Format Copies (Black & White)	\$5.00/sheet
Larger Format Copies (Color)	\$10.00/sheet
Zoning Maps/Street Maps	\$10.00

Commented [AP2]: Rob, do these need to be evaluated based upon consumables, leases, etc? Or too much effort?

Commented [RF3R2]: I think those cover our current cost per printed page

Electronic Media*	\$5.00 per CD (data files)
	\$5.00 per DVD (audio files)
	\$10.00 per USB drive
	\$10.00 per GIS file

Commented [AP4]: Rob, do these need to be evaluated based upon consumables, leases, etc? Or too much effort?

Commented [RF5R4]: I think those cover our current cost per printed page

CONSTRUCTION OBSERVATION FEE SCHEDULE

City of Grimes Fee Schedule 2024**DEVELOPMENT SERVICES**

City of Grimes, Iowa

for Improvements in Developments and Site Plans

ITEM	FEE	BASIS	QUANTITY	TOTAL FEE
Pre-Construction Conference	\$250	each	0	\$0
<u>Construction Observation:</u>				
Sanitary Sewer	\$2.50	per foot of pipe	0	\$0
Water Main	\$1.25	per foot of pipe	0	\$0
Storm Sewer	\$1.50	per foot of pipe	0	\$0
Sanitary Sewer Service	\$75	each	0	\$0
Water Main Service	\$50	each	0	\$0
Storm Sewer Service	\$50	each	0	\$0
Subdrain	\$0.75	per foot of pipe	0	\$0
Roadway Paving	\$1.00	per s.y. of pavement	0	\$0
Trails & Sidewalk	\$2.00	per s.y. of pavement	0	\$0
Grading	\$50	per acre	0	\$0
Walk-thru & Project Closeout	\$500	each	0	\$0
			TOTAL	\$0

- 1) Developer shall assign one representative as primary contact for the development project.
- 2) Developer shall review all preconstruction meeting materials.
- 3) Developer is encouraged to attend the walk-thru, the Contractor is required to attend.
- 4) Developer is responsible for the following construction phase services: approval of materials submittals & shop drawings, construction staking, change orders, SWPPP observation, record drawings per City requirements, and lot utility forms.
- 5) The above fees are based upon standard subdivision construction (full-width slip-form paving, sanitary sewers 12" diameter or less and 15' deep or less, water main 12" diameter or less, and storm sewers 36" diameter or less). Fees for non-standard construction items will be provided to the Developer's representative for review prior to construction.
Additional fees may be assessed to the Developer for any defective work that requires reconstruction.
- 6) reconstruction.
- 7) Developer is responsible for all testing (geotechnical, pavement, utility).
- 8) Developer is encouraged to check on completion of the punch list items prior to requesting update since there is a charge for each trip.
- 9) SWPPP violations will be paid by the Developer on an hourly basis.
- 10) Developer will be responsible for fees associated with each additional punch list update and record drawing review.

Fire Department

Building Valuation Data

At the request of numerous building officials *Building Standards* offers the following building valuation data representing average costs for most buildings. Residential buildings are the most common for many cities, two general classes are considered for these. One for "Average" construction and the other for "good". Adjustments should be made for special architectural or structural features and location of the project. Higher or lower costs may often result. The unit costs are intended to comply with the definition of "valuation" in Section 423 of the uniform Code and architectural standards, electrical, Plumbing, and mechanical work, except as specifically listed below. The unit costs also include the contractor's profit, which should not be limited. The determination of plan check fees for projects reviewed by the International Conference of Building Officials will be based on valuation computed from these figures which were compiled in April 1991.

occupancy and Type	Cost per Square foot, Average	Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, II average	Occupancy and Type	Cost per Square Foo Average
1. APARTMENT HOUSES:		7. DWELLINGS:		13. JAILS:		Type 111-N	26.30
Type I or II F.R.*	\$ 70.40	Type V- Masonry.....	59.90	Type I or II F.R.....	126.70	Type V-1-Hour.....	22.80
(Good) \$85.80		(Good) \$76 .80		Type 111-1-Hour.....	115.20	20. RESTAURANTS:	
Type V- Masonry		Type V-Wood Frame.	51.50	Type V-1-Hour.....	82.80	Type 111-1-Hour.....	73.70
(or Type II).....	56.00	(Good) \$ 72.9.0		14. LIBRARIES:		Type 111-N.....	70.20
(Good) \$69 .70		Basements-		Type I or II F.R.....	92.80	Type V-1-Hour.....	65.30
Type V- Wood Frame ...	49.80	Semi-Finished.....	16.00	Type 11-1-Hour.....	64.90	Type V-N.....	62.20
(Good) \$63.00		(Good) \$18.20		Type 11-N.....	61.60	21. SCHOOLS:	
Type I-Basement Garage	29.50	Unfinished.....	12.00	Typelll-1-Hour.....	70.60	Type I or II F.R.....	88.70
2. AUDITORIUMS:		(Good) \$14.10		Type 111-N.....	67.20	Type 11-1-Hour.....	63.20
Type I or II F.R.....	82.60	8. FIRE STATIONS:		Type V-1-Hour.....	63.30	Type 111-1-Hour.....	63.70
Type 11-1-Hour.....	58.60	Type I or II F.R.....	90.40	Type V-N.....	60.30	Type 111-N.....	60.40
Type 11-N.....	55.70	Type 11-1-Hour.....	58.60	15. MEDICAL OFFICES:		Type V-1-Hour.....	58.30
Type 111-1-Hour.....	62.70	Type 11-N.....	55.70	Type I or II F.R.*.....	94.80	Type V-N.....	55.20
Type 111-N.....	59.80	Type 111-1-Hour.....	65.20	Type 11-1-Hour.....	70.50	22. SERVICE STATIONS:	
Type V-1-Hour.....	57.50	Type 111-N.....	61.90	Type 11-N.....	67.20	Type 11-N.....	52.60
Type V-N.....	54.70	Type V-1-Hour.....	58.30	Type 111-1-Hour.....	77.10	Type 111-1-Hour.....	52.80
3. BANKS:		Type V-N.....	55.40	Type 111-N.....	73.60	Type V-1-Hour.....	46.40
Type I or II F.R.*.....	118.20	9. HOMES FOR THE HOERLY:		Type V-1-Hour.....	71.80	Canopies.....	20.30
Type 11-1-Hour.....	84.90	Type I or II F.R.....	81.60	Type V-N.....	67.90	23. STORES:	
Type 11-N.....	80.90	Type 11-1-Hour.....	65.40	16. OFFICES**:		Type I or II F.R.*	66.40
Type 111-1-Hour.....	96.30	Type 11-N.....	62.30	Type I or II F.R.*	84.90	Type 11-1-Hour.....	40.00
Type 111-N.....	91.90	Type 111-1-Hour.....	68.20	Typell-1-Hour	55.00	Type 11-N.....	39.20
Type V-1-Hour.....	84.90	Type 111-N.....	65.20	Type 11-N.....	52.40	Type 111-1-Hour.....	48.90
Type V-N.....	80.80	Type V-1-Hour.....	65.00	Type 111-1-Hour.....	60.50	Type 111-N.....	46.10
4. BOWLING ALLEYS:		Type V-N.....	61.80	Type 111-N.....	57.70	Type V-1-Hour.....	39.00
Type 11-1-Hour.....	39.50	10. HOSPITALS:		Type V-1-Hour.....	56.00	Type V-N.....	36.50
Type 11-N.....	37.70	Type I or II F.R.*.....	129.60	Type V-N.....	53.40	24. THEATERS:	
Type 111-1-Hour.....	43.30	Type 111-1-Hour.....	107.80	17. PRIVATE GARAGES:		Type I or II F.R.....	86.50
Type 111-N.....	41.30	Type 11-1-Hour.....	100.00	Wood Frame.....	18.30	Type 111-1-Hour.....	62.70
Type V-1-Hour.....	36.90	11. HOTELS AND MOTELS:		Masonry.....	21.70	Type 111-N.....	59.70
5. CHURCHES:		Type I or II F.R.*.....	81.00	Open Carports.....	13. 0	Type V-1-Hour.....	56.50
Type I or II F.R.....	78.00	Type 111-1-Hour.....	69.90	18. PUBLIC BUILDINGS:		Type V-N.....	54.00
Type 11-1-Hour	58.30	Type 111-N.....	66.60	Type I or II F.R.*.....	98.90	25. WAREHOUSES*	
Type 11-N.....	55.40	Type V-1-Hour.....	61.00	Type 11-1-Hour.....	73.80	Type I or II F.R.....	39.30
Type 111-1-Hour.....	62.60	Type V-N.....	58.20	Type 11-N.....	70.50	Type II or V-1-Hour	
Type 111-N.....	59.60	12. INDUSTRIAL PLANTS:		Type 111-1-Hour.....	82.60	23.20 Type II	
Type V-1-Hour	56.90	Type I or II F.R.....	44.90	Type 111-N.....	78.90	21.90 Typelll-1-Hour.....	26.70
Type V-N.....	54.20	Type 11-1-Hour.....	30.60	Type V-1-Hour.....	73.00	Type 111-N.....	25.50
6. CONVALESCENT HOSPITALS:		Type 11-(Stock).....	29.00	Type V-N.....	70.00	EQUIPMENT	
Type I or II F.R.*.....	110.60	Type 111-1-Hour.....	33.80	19. PUBLIC GARAGES:		AIR CONDITIONING:	
Type 111-1-Hour.....	78.90	Type 111-N.....	32.30	Type I or II F.R.*.....	39.00	Commercial.....	3.40
Type V-1-Hour.....	71.00	nit-up.....	22.70	Type I or II Open Parking* .	30.50	Residential	2.80
		Type V-1-Hour.....	30.50	Type 11-N.....	22.90	SPRINKLER SYSTEMS.....	1.60
		Type V-N.....	28.80	Type 111-1-Hour.....	27.50		

*Add 0.5 percent to total cost for each story over three. **Deduct 20 percent for shell-only buildings. ***Deduct 11 percent for mini-warehouses.

REGIONAL MODIFIERS

The following modifiers are recommended for use in conjunction with the building valuation data. In addition, certain local conditions may require further modifications. To use these modifiers, merely multiply the listed cost per square foot by the appropriate regional modifier. For example, to adjust the cost of a Type 111-1-Hour hotel building of average construction for the Iowa area, select Regional Modifier 0.80 and unit cost from valuation data, \$69.90.

0.80 X 69.90 = \$55.90 (adjusted cost per square foot)

Estern U.S.	Modifier	Eastern U.S. (cont.)	Modifier	Central U.S.	Modifier	Western U.S.	Modifier
Connecticut.....	0.95	Pennsylvania.....		Kentucky	0.77	Arizona.....	0.82
Delaware	0.84	Philadelphia.....	0.96	Louisiana	0. 8	California.....	
District of Columbia.....	0.87	Other.....	0.83	Michigan.....	0.84	Los Angeles.....	1.00
Florida.....	0.74	Rhode Island.....	0.94	Minnesota.....	0.86	San Francisco.....	1.13
Georgia.....	0.68	South Carolina.....	0.70	Mississippi.....	0.71	Other.....	0.94
Maine.....	0.81	Vermont.....	0.80	Missouri.....	0.78	Colorado.....	0.81
Maryland.....	0.79	Virginia.....	0.73	Nebraska.....	0.75	Hawaii.....	1.14
Massachusetts.....	0.94	West Virginia.....	0.82	North Dakota.	0.80	Idaho	0.80
New Hampshire.....	0.82	Central U.S.		Ohio.....	0.80	Montana.....	0.79
New Jersey.....	0.91	Alabama.....	0.72	Okahoma.....	0.71	Nevada.....	0.89
New York.....		Arkansas.....	0.70	South Dakota.....	0.75	New Mexico.....	0.76
New York City.....	1.16	Illinois.....	0.87	Tennessee	0.72	Oregon *	0.83
Other.....	0.87	Indiana.....	0.82	Texas.....	0.74	Utah.....	0.75
North Carolina.....	0.70	Iowa.....	0.80	Wisconsin.....	0.85	Washington	0.88
		Kansas.....	0.74	Alaska.....	1.30	Wyoming.....	0.80

Building Permit Fees – Valuation

\$1.00 to \$500.00 of Valuation	\$22.00
\$501.00 to \$2000.00 of Valuation	\$22.00 for the first \$500.00 plus \$2.75 for each additional \$100.00, or fraction thereof, to and including \$2000.00.
\$2,001.00 to \$50,000.00 of Valuation	63.00 for the first \$2,000.00 plus \$12.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00.
\$25,001.00 to \$50,000.00 of Valuation	\$352.00 for the first \$25,000.00 plus \$9.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00.
\$50,001.00 to \$100,000.00 of Valuation	\$580.00 for the first \$50,000.00 plus \$6.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00.
\$100,001.00 to \$500,000.00 of Valuation	\$895.00 for the first \$100,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00.
\$500,001.00 to \$1,000,000.00 of Valuation	\$2,855.00 for the first \$500,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00.
\$1,000,001 and greater of Valuation	\$4,955.00 for the first 1,000,000.00 plus \$2.75 for each additional \$1,000.00, or fraction thereof.

Fire Department

Johnston Grimes Metropolitan Fire Department Fee Schedule

Description

Fee

Fire Department:

Fire Sprinkler Plans –Base Plan	\$200
Additional Riser	\$50
Standpipe- Each	\$200
Fire Pump- Each	\$200
Alternative, Clean Agent Kitchen Hood, Paint Booth	\$200
Fire Alarm –Systems Addressable up to 30 Devices	\$150
Each Additional Increment of 30 Devices	\$25
1 st Re-inspection Fee	\$0
2 nd Re-inspection Fee	\$100
3 rd Re-inspection Fee	\$200
4 th Re-inspection Fee	\$300
5 th Re-inspection Fee	\$400
Subsequent Re-inspection Fee	\$500
Nuisance Alarms in 12 months (Alarms 1-3)	\$0
4 th Nuisance Alarm	\$100
5 th Nuisance Alarm	\$200
6 th Nuisance Alarm	\$300
7 th Nuisance Alarm	\$400
Subsequent Nuisance Alarms	\$500
Liquified Propane Tank	\$25
Above Ground Tank- Fuel, Chemical, Oil	\$100
Plan Resubmittal	\$50
Above Listed System Demolition	\$50
Failure to Obtain Permit	\$200

Ambulance Services:

BSL	\$834.99 600
ALS 1	\$1099.93 700
ALS 2	\$1436.69 1023
Treat and Release	\$283.01 250
<u>Mileage Rate</u>	<u>\$19.52 per mile</u>

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City of Grimes Fee Schedule 2024

City Hall

CITY HALL

<u>Description</u>	<u>Fee</u>
Utilities Billing:	
Meter maintenance fees:	
5/8" X 3/4"	\$1.62/month
3/4" X 3/4"	\$1.62/month
1"	\$2.45/month
2"	\$16.33/month
3"	\$19.47/month
4"	\$33.73/month
Meter Install	\$20
Radio Read	\$229
Hydrant Meters:	
3/4"	\$340
3"	\$3,700 w/Backflow
Hookup & Admin Fee (first 30 days)	\$200
Hookup (additional 30 days)	\$75
Irrigation Meters:	
3/4"	\$340
1"	\$403
Water Meters w/Radio Reads:	
3/4" Sensus meter	\$424
1" Sensus meter	\$552
2" Sensus meter	\$2384
3" Sensus meter	\$2798
4" Sensus meter	\$4977
Meter Testing	\$25
Construction Water Permit	\$100
Late Penalty	1.5% of amount due
Disconnect Notice	\$5
Disconnect Fee	\$25
Same day after hours disconnect fee. Grimes Water Customers paying past due after 3pm to be reconnected before 4:30pm After hours reconnect fee (for Health Emergencies only)	\$50 \$75
Thorpe Service Area Disconnect Fee	\$50
Rental Resident Deposit	\$100
Breaking Seal/Tampering w/meter	
Unauthorized Use of Unmetered Water	\$200
Plus Estimated Water Use (measurable or unmeasurable)	Current rate/1000 or 10,000 gallon
Additional Garbage Cart	Per Ordinance
Extra Garbage Sticker	Rate per MWA
Large Item Pickup Sticker	Rate per MWA
Compost Cart (one-time fee)	Rate per MWA
Compost Cart Annual Renewal Sticker	Rate per MWA
Compost Cart Renewal Sticker (start service in June)	Rate per MWA
Compost Cart Renewal Sticker (start service July-November)	Rate per MWA
Trip Charge	\$25 \$50

Exhibit A – Current fees attached

City of Grimes Fee Schedule 2024

City Hall

Administrative:

Tickets:	
Parking	\$10
Handicap Parking	\$200
Fire Lane Parking	\$50
Snow Ordinance Violation	\$50
Engine/Compression Break Violation	\$50
Special Permit for Load and Weight Restrictions	\$25
Vehicle Impoundment	\$25 admin fee + refund to the City for the cost of impoundment
Fireworks (first offense)	\$100
Fireworks (second offense)	\$750
Fireworks (third or subsequent offense)	\$1000
Fireworks (first offense between 10:30pm and 6am other than the evening of July 4 th and December 31 st)	\$750
Fireworks (second or subsequent offenses between 10:30pm and 6am other than the evening of July 4 th and December 31 st)	\$1000
Tobacco License (Full Year)	\$100
Tobacco License (Oct-Dec)	\$75
Tobacco License (Jan-Mar)	\$50
Tobacco License (Apr-Jun)	\$25
Pet License	\$5 annually
Compost Bag	Rate per MWA
Compost Bags (bundle of 5)	Rate per MWA
Compost Sticker	Rate per MWA
Black & White Copy	\$.10 each
Color Copy	\$.50 each
Fax (First page)	\$1.00
Fax (Each additional page up to 14 pages)	\$.25
Receive Fax	\$.10 per page

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City of Grimes Fee Schedule 2024

City Hall

Incinerator Permit	\$10 annually
Disposal Site License	\$1,000 annually
Permit to Haul Waste	\$5 per vehicle annually
Hazardous Waste Storage Permit	\$1,000 annually
Peddlers License (Week)	\$20 + \$200 cash bond
Peddlers License (Month)	\$50 + \$200 cash bond
Peddlers License (Three Months)	\$100 + \$200 cash bond
House Mover Permit	\$100
Cemetery Lot (Resident)	\$250
Cemetery Lot (Non-Resident)	\$500
Fax (first page) Remove on prior page	\$1.10 \$0
Fax (all pages after first) Remove on prior page	\$0.35 \$0
ROW Permit	\$150
Large limb/log ½ dump truck load pick up at residence	\$50
Large limb/log full dump truck load pick up at residence	\$60
Additional loads - each	\$50

Municipal Services:

City Administrator	\$55/hour
City Clerk	\$50/ hour
Zoning Administrator	\$50/hour
Building Official	\$50/hour
Finance Officer	\$50/hour
Sewer, Street, Water Treatment Superintendent	\$40/hour
Sewer, Street, Water Treatment Laborer	\$30/hour

Commented [AP6]: I would suggest that HR update these to reflect current staffing costs.

Commented [KH7R6]: I agree and Directors should be added

City of Grimes Fee Schedule 2024

Library

Grimes Public Library

<u>Description</u>		<u>Fee</u>
Book Sales:		
Magazine		\$0.25
Board Book/Mass Market Paperbacks		\$0.50
All Other Items		\$1.00
Damaged Items:		
Lost/Damaged Barcode		\$1.00 each
Damaged Media Case		\$1.00 each
Lost Game Insert		\$5.00
Miscellaneous:		
CD/DVD Buffing & Cleaning		\$1.00 each
Black & White Copy		\$0.10 each
Color Copy		\$0.50 each
Fax (first page)		\$1.00
Fax (each additional page up to 14 pages)		\$0.25
Receive Fax		\$0.10 per page
Mailed Notices		Current Mailing Rate Postage Charge
Processing CC payment over phone (\$4.00 minimum)		\$1.00
Processing Damaged/Lost Items		\$5.00
Delinquent Account Sent to Collections		\$15.00
Subscription Card		\$50.00/person
Subscription Card (Military Service Member)		\$25.00/person
Laminating (Business Card Sized Items)		\$0.50 each
Laminating (4"X6" Sized Items)		\$1.00 each
Laminating (8.5"X11" Sized Items)		\$3.00 each
Envelope		\$0.25 each
Stamp		\$1.00 each
Labeling Tape		\$0.05/inch
USB Drive		\$5.00 each
Hotspot Reactivation Fee		\$5.00
Nonessential Kit Part Replacement Fee		\$5.00
Book Binding Repair (library not liable for damages)		\$10.00

City of Grimes Fee Schedule 2024

Parks & Recreation

Grimes Community Complex & Recreation Programming

Facility:

	Rental Rate	For Profit
Batting Cage	\$20 per hr.	\$20 per hr.
Kitchen/Cafeteria	\$25.00	\$ 70.00
Gym	\$30.00	\$70.00
Banquet Hall	\$45.00	\$100.00
Room 402	\$35.00	\$ 75.00
Room 205	\$25.00	\$70.00
After Hour Parties for any room	\$30.00	\$ 50.00
North and South Complexes	\$50.00 per game	
North and South Complexes	\$30.00 per practice	

Programming/Sports:

Football- Flag Ages 3-4	\$45 per child
Football — Flag Kindergarten	\$45 per child
Football-Flag Grade 1-2	\$65 per child
Football- Flag Grade 3-6	\$65 per child
Bam Bam	\$45 per child
Pee Wee Soccer	\$45 per child
Pee Wee Basketball	\$45 per child
Basketball) Kindergarten	\$45 per child
Basketball Grade 1st & 2nd	\$65 per child
Basketball Grade 3rd -6th	\$65.00 per child
Basketball Camps	\$30-\$40 (depending on # of sessions)
Volleyball League 1 st — 6 th	\$65 per child
Explosive Performance	\$40 per person
Explosive Soccer Camp	\$55 per person
Youth Soccer Clinic	\$40 per person
Pee Wee Indoor Soccer	\$45 per person
Youth Art Camp	\$36 per person
Magic Camp	\$125 per person
Tiny Tigers	\$55 per person
Kids Zone	\$5 per family
Kids Create	\$74
Adult Men's Basketball	\$175 per team
Adult Indoor Volleyball	\$80 per team
Adult Sand Volleyball	\$80 per team
Adult Slow Pitch Softball	\$180 per team
Adult Pickleball	\$30 per team
Adult Bags	\$30 per team
Adult Kickball	\$70 per team
Boot Camp	\$50 per person
Taekwondo	\$60 per person
Walkers Club	\$5 per person
Yoga	\$48 per person

City of Grimes Fee Schedule 2024
Grimes Community Complex & Recreation Programming

Parks & Recreation

Programming/Sports Cont.:

Citywide Garage Sale	\$5 per sale to be listed
Grimes Giving Garden	\$15 per garden plot
Fall Festival Vendor	\$50 per vendor
Summer Adventures Age 6-13	\$75 per person
Run for Fun	\$45.00
Safety City (Thurs-Fri)	\$40 per person
Tennis Clinic	\$40-\$50 (depending on # of sessions)

Shelters:

Resident- 4-hour rental at all	Free
Non-Resident- 4-hour rental at all	\$40

GrimesPlex

<u>Game Fees</u>	
Soccer fields – full size:	\$1470 60/game
Soccer fields – small size:	\$100 90/game
Baseball- full size (13+) /Softball – one field per pod:	\$190 180/game
Baseball/ Softball – two fields per pod: -- mid size (11u-12u)	\$85 75/game
Baseball small size (10u) – four fields per pod:	\$70 60/game
Softball – four fields per pod:	\$60 50/game
<u>Practices</u>	<u>\$35/hour</u>
<u>Lights</u>	<u>\$15/game</u>

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GrimesPlex Field - practice	2023	2024
Soccer fields – full size	\$35/hour	\$75/hr
Soccer fields – small size	\$35/hour	\$55/hr
Baseball- full size (13+)	\$35/hour	\$80/hr
Baseball – mid size (11-12u)	\$35/hour	\$60/hr
Baseball -small size (10u)	\$35/hour	\$50/hr
Softball	\$35/hour	\$50/hr

<u>Other Fees</u>	
<u>Lights</u>	<u>\$15/hr</u>
<u>Meeting room</u>	<u>\$35/hr</u>

North and South Complex

Baseball/Softball Tournament Fee	\$50 per game
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City of Grimes Fee Schedule 2024

Parks & Recreation

Baseball/Softball Practice Fee	\$30 per practice
Sand Volleyball	\$15 per hour
Soccer Practice	\$25 per hour

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Resolution 01-1624 Accepting Public Improvements in the Rock Creek Public Construction Drawings

BACKGROUND: The public improvements for sanitary sewer, storm sewer, water main, streets, and trails identified within the Rock Creek Plat 1 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 ACTIONS: N/A

STAFF RECOMMENDATION: Staff recommends approval of the Resolution Accepting Public Improvements in the Rock Creek Public Construction Drawings for Rock Creek Plat 1.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Molly Mannel, Assistant Planner, 515-986-4050, mmannel@grimesiowa.gov

Prepared by: Molly Mannel, Assistant Planner

Return to: Molly Mannel, Assistant Planner

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN THE ROCK CREEK PUBLIC
CONSTRUCTION DRAWINGS

Grimes Resolution No. 01-1624

WHEREAS, approval of the final plat for Rock Creek Plat 1 (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, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa,

1. That the public improvements in Rock Creek Plat 1, including sanitary sewer, storm sewer, water main, street pavement, and trails are hereby accepted and incorporated into the respective sanitary sewer, storm sewer, water main, street systems, and trail systems in the City of Grimes.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

CERTIFICATE OF COMPLETION

Rock Creek Public Construction Drawings

Grimes, Iowa

January 23, 2024

This is to certify that the construction improvements on *Rock Creek Public Construction Drawings* 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: 1/23/2024

AGENDA ITEM: NW 107th Street HMA Overlay – Project Acceptance

BACKGROUND: The actions that are in front of the council are to provide appropriate actions on any retainage payments; receive and file the Certificate of Completion from the project engineer; and consider approval of a resolution officially accepting the project by the City of Grimes.

Des Moines Asphalt & Paving started this project in the Summer of 2023 and fully completed the project later that year. There is a retainage payment to be made 30 days following project acceptance.

BUDGETARY CONSIDERATIONS: This project's final construction contract amount is \$564,301.49 which is \$7,450.09 less than the original construction contract amount. The City of Johnston is cost sharing for about 50% of the total project construction costs through a 28E agreement.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None

STAFF RECOMMENDATION: The staff recommends that the City Council approves the resolution accepting the project with Des Moines Asphalt & Paving in the final contract amount of \$564,301.49.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Matt Ahrens, City Engineer, 515-986-4050, mahrens@grimesiowa.gov

Prepared by: Aaron Jarosh

Return to: Matt Ahrens

RESOLUTION 01-1724 ACCEPTING THE NW 107TH STREET HMA OVERLAY

Grimes Resolution No. 01-1724

WHEREAS, on the **9th** day of **May, 2023**, the Mayor and Clerk of the City of Grimes, Iowa, entered into a construction contract with **Des Moines Asphalt & Paving of Ankeny, Iowa**, for the construction of certain public improvements generally described as the NW 107th Street HMA Overlay; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on **January 23, 2024**:

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa:

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be **\$564,301.49**, as shown in the report of the Engineer.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

CERTIFICATE OF COMPLETION

NW 107th Street HMA Overlay

Grimes, Iowa

January 23, 2024

This is to certify that the construction improvements on the ***NW 107th Street HMA Overlay*** project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is ***\$564,301.49***. I hereby recommend acceptance of the project.

Respectfully submitted,



*Aaron Jarosh, P.E.
Civil Engineer
City of Grimes
Iowa License Number 25709*

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Retrofit Vehicle in Fleet

BACKGROUND: The Public Works Department has identified the need to retrofit a vehicle (S-204). The current market conditions have led to a shortage of available chassis for new fleet acquisitions. Retrofitting an existing vehicle would allow us to overcome this obstacle and maintain operational readiness. Retrofitting an existing vehicle is more cost-effective than purchasing new. By investing in modifications and improvements to our current fleet, we can achieve the desired functionality without the financial strain of acquiring an entirely new vehicle. Retrofitting allows us to integrate modern technologies and features into our current fleet, thereby extending the useful life of our equipment.

BUDGETARY CONSIDERATIONS: Cost is approximately \$82,585.00 plus any additional fees for supplies. Equipment replacement funds will be utilized to purchase.

STRATEGIC PLANNING:

Prioritized: ____YES ____NO

*High-Performing Organization/Exception Professional Services X

*Great Place to Live/Expanded Quality of Life Amenities

*Dynamic Town/Strong Sense of Community

*More Beautiful/Vibrant Community

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION: Staff recommends Council approval

RESPONSIBLE STAFF/CONTACT INFORMATION:

Kevin Hensley, Public Works Director, 515-986-9636, khensley@grimesiowa.gov

Prepared by: JB

Return to: Kevin Hensley

RESOLUTION TO RETROFIT VEHICLE IN FLEET

Grimes Resolution No. 01-1824

WHEREAS, the City of Grimes recognizes the importance of maintaining a reliable and efficient fleet to support essential services and operations within the community; and

WHEREAS, the current market conditions have resulted in a shortage of chassis for new fleet acquisitions, posing a challenge to the timely expansion and upkeep of our municipal fleet; and

WHEREAS, it is prudent to explore cost-effective measures to address this challenge, including the retrofitting of an existing fleet vehicle to extend its lifespan and enhance operational capabilities;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Public Works Director is authorized to cause the retrofitting and expend the funds needed for the retrofit including the execution of any necessary contracts.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk



INVOICE

Invoice ID: 25261

Invoice Date: 12/26/2023

Phone: (515) 289-1755
www.hawkeyetruckequipment.com

5800 NW 2ND Street
P.O. Box 3283
Des Moines, IA 50316-0283

Bill To: 289000
Sold To: 289000

Ship To:

CITY OF GRIMES
101 N. HARVEY
GRIMES IA 50111

CITY OF GRIMES
101 N. HARVEY
GRIMES IA 50111

Customer PO	Terms	Sales Rep	Order Taker	Shipping Method
JEREMY	N10	LOGAN STEINKAMP	TOM STEINKAMP	CPU
Vehicle Year	Vehicle Make	Vehicle Model	Vin Number	

ORDER**ATTENTION: JEREMY OR KEVIN****1- TBEI 10' HVY DUTY STEEL DUMP BODY**

- 28" HIGH SIDES
- 38" HIGH TAILGATE
- 84" INSIDE WIDTH
- 96" OUTSIDE WIDTH
- 3/16" AR400 FLOOR, SIDES, TAILGATE AND FRONT HEAD
- NO SIDE BRACES
- TUB DESIGN WITH FLAT FLOOR
- ELECTRIC/AIR TAILGATE
- 3 PANEL STRAIGHT TAILGATE
- 1/2 CAB SHIELD WITH (4) OVAL CUT OUTS
- (2) OVAL CUT OUTS IN EACH REAR CORNER POST
- USE CUSTOMER EXISTING HOIST

OPTIONS TO BE INCLUDED

- TAKE DUMP BODY OFF AND DISPOSE OF
- TAKE TAILGATE SANDER OFF
- TAKE PREWET OFF
- INSTALL NEW DUMP BODY ON CUSTOMER EXISTING HOIST
- INSTALL ALL NEW PATENTED WIRING HARNESS AND LIGHTS
- INSTALL NEW MOUNTING BRACKETS FOR THE TAILGATE SANDER
- BUILD AND INSTALL NEW REAR TAILGATE SHIELDS
- REUSE EXISTING HOSES (IF POSSIBLE)
- INSTALL A NEW RETURN MANIFOLD AND CLEAN UP EXISTING RETURNS OFF THE RESERVOIR
- INSTALL THE TAILGATE SANDER
- INSTALL THE PREWET
- PAINT THE NEW BODY ORANGE
- WHAT EVER AMOUNT OF OIL NEEDED
- F.OB. DES MOINES, IA.

\$ 28,935.00**1- NEW MONROE 9' DOUBLE FUNCTION PATROL WING**

- STRAIGHT MOLDBOARD
- PARAGLIDE
- DUAL PUSH ARMS



INVOICE

Invoice ID: 25261

Invoice Date: 12/26/2023

Phone: (515) 289-1755
www.hawkeyetruckequipment.com

5800 NW 2ND Street
P.O. Box 3283
Des Moines, IA 50316-0283

- POWDER COATED ORANGE
- TAKE EXISTING FRONT HITCH OFF
- INSTALL EXTRA FRAME TO THE FRONT FOR THE NEW WING
- TAKE EXISTING MID MOUNT WING OFF
- INSTALL NEW FRONT HITCH AND MOUNTING PLATES
- INSTALL THE NEW WING
- NEW HOSES FOR THE WING
- WHAT EVER AMOUNT OF OIL NEEDED
- EVERYTHING INSTALLED
- F.O.B. DES MOINES, IA.

\$ 24,650.00

OPTIONAL:

- NEW LED HEATED PLOW LIGHTS AND WINGING INSTALLED ADD \$ 1,500.00

ABOVE QUOTE DOES NOT INCLUDE ANY EXTRA LIFT FOR THE WING, SUCH AS AIR BAG OR TIMBREN

- 1 - HI-WAY XZALT PRECISION APPLICATOR
 - 10' IN LENGTH
 - 82" WIDE
 - MATERIAL COMPOSED OF 304 STAINLESS STEEL
 - DUMP BODY MOUNTED
 - 5.2 CUBIC YARDS STRUCK CAPACITY WITH 465 GALLON LIQUID CAPACITY
 - DELIVERS A 70:30 RATIO OF DRY/LIQUID MATERIAL
 - REDUCES SALT USAGE AND ACCELERATES ICE MELT
 - DIRECTIONAL SPINNER
 - ABLE TO SPREAD GRANULAR OR BLENDED WITH LIQUID MATERIALS UP TO 36'
 - SUPPORT FRAME IS COATED WITH HOT DIPPED ZINC GALVANIZED FINISH FOR LONGER LIFE
 - ENDLESS DESIGN CONVEYOR SYSTEM
 - LOW MAINTENANCE CONVEYOR SYSTEM
 - IDLER ROLLER AND TAKE UP MECHANISM IS STAINLESS STEEL
 - 6:1 SPUR GEAR CASE PROVIDING 98% HYDRAULIC EFFICIENCY
 - STANDARD STAINLESS STEEL METERING GATE, SPINNER CHUTE, AND SPINNER DISC
 - METERING GATE HAS 3 DISCHARGE SETTINGS
 - DIRECTIONAL SPINNER IS VERTICALLY ADJUSTABLE FROM 12" TO 20" ABOVE ROAD SURFACE
 - LIQUID TANKS WITH 2" FILL PORT AND DUAL CROSS OVER HOSES FOR QUICK LOADING AND UNLOADING
 - HYDRAULIC AND ELECTRICAL CONTROLS ARE PROTECTED IN STAINLESS STEEL ENCLOSURE
 - DOMED GALVANIZED SCREENS 4"X4"
 - REAR MOUNTED FOLD UP INSPECTION LADDER
 - HOT DIPPED GALVANIZED STORAGE LEG SYSTEM
 - BODY SIDE MARKERS THAT ASSIST OPERATOR IN LOADING AND UNLOADING
 - RATCHET STRAP TIE DOWNS
 - SAFETY STRAPS AIDES IN PREVENTING THE OPERATOR FROM DRIVING OUT FROM UNDER THE UNIT
 - ALL COMPONENTS ARE CLEANED WITH A HIGH PRESSURE IRON PHOSPHATE TREATMENT
 - ALL 304 STAINLESS STEEL PARTS ARE LEFT UNPAINTED
 - ALL BOLT ON STEEL COMPONENTS ARE PRIMED AND PAINTED BLACK
 -
 - ALL HOSES, INSTALLED, F.O.B. DES MOINES, IA

\$ 27,500.00

PRICING INCLUDES THE FOLLOWING BELOW



INVOICE

Invoice ID:	25261
Invoice Date:	12/26/2023

Phone: (515) 289-1755
www.hawkeyetruckequipment.com

5800 NW 2ND Street
P.O. Box 3283
Des Moines, IA 50316-0283

- INSTALL NEW GALVANIZED SIDE POLES
- INSTALL NEW HOSES
- INSTALL NEW PUMPS

THIS UNIT HAS BEEN AT HAWKEYE FOR A COUPLE YEARS, WE WILL MAKE SURE EVERYTHING WORKS
CORRECTLY IF YOU PURCHASE THIS UNIT.

AS IS NO WARRANTY

THANK YOU FOR THE ORDER,
LOGAN STEINKAMP

THANK YOU FOR THE ORDER
LOGAN STEINKAMP/NICK HERMANN

Please pay from this invoice - No statement will be sent. Original invoice required for returns.
Subject to a 1.5% finance charge after 30 days. Follow us on Facebook.
Check out our website at HawkeyeTruckEquipment.com

Order Sub-Total	\$82,585.00
Sales Tax	\$0.00
Order Total	\$82,585.00
Payments	\$0.00
Total Due	\$82,585.00

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Approve Purchase of John Deere Flex Wing Rotary Cutter

BACKGROUND: The City of Grimes strives to uphold the highest standards in maintaining our public spaces, including parks, recreational areas, and roadside greenery. To efficiently manage and maintain these areas, we require reliable and durable equipment. The John Deere Flex Wing Rotary Cutter has been identified as an ideal solution due to its advanced features, efficiency, and reputation for durability. The current pull behind ditch/rough cut mower has exceeded its useful lifespan. By utilizing state contract pricing, we can take advantage of pre-negotiated rates, ensuring that the City of Grimes receives the best value for the investment.

BUDGETARY CONSIDERATIONS: \$30,331.60 Budgeted Equipment Replacement funds will be used to pay for this purchase. The current cutter will be placed for sale on GovDeals to help offset some of the purchase cost of the new one.

STRATEGIC PLANNING:

Prioritized: ____YES ____NO

*High-Performing Organization/Exception Professional Services __X__

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION: Staff recommends Council approval

RESPONSIBLE STAFF/CONTACT INFORMATION:

Kevin Hensley, Public Works Director, 515-986-9636, khensley@grimesiowa.gov

Prepared by: JB

Return to: Kevin Hensley

RESOLUTION TO PURCHASE JOHN DEERE FLEX WING ROTARY CUTTER

Grimes Resolution No. 01-1924

WHEREAS, the City of Grimes acknowledges the importance of maintaining public spaces, including roadsides and ditches, for the safety and well-being of our residents; and;

WHEREAS, the current pull-behind ditch/rough cut mower has exceeded its anticipated useful lifespan; and,

WHEREAS, it has been determined that the replacement of the current pull-behind ditch/rough cut mower is necessary to enhance operational efficiency, reduce downtime, and optimize the allocation of resources.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Public Works Director is authorized to purchase a John Deere Flex Wing Rotary Cutter.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

Quote Summary

Prepared For:

CITY OF GRIMES
 1700 SE DESTINATION DR
 GRIMES, IA 50111
 Business: 515-986-3036

Prepared By:

Michael Schechinger
 Van-Wall Equipment, Inc.
 10100 Dennis Drive
 Urbandale, IA 50322
 Phone: 515-253-9005
 mike.schechinger@vanwall.com

STATE CONTRACT IA NASPO MA22136 (PG AN CG 22)

Quote Id: 27897187
Created On: 08 December 2022
Last Modified On: 09 December 2022
Expiration Date: 31 January 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE FC15R Flex Wing Rotary Cutter	\$ 39,910.00	\$ 30,331.60 X	1 =	\$ 30,331.60
Equipment Total				\$ 30,331.60

Quote Summary

Equipment Total	\$ 30,331.60
SubTotal	\$ 30,331.60
Est. Service Agreement Tax	\$ 0.00
Total	\$ 30,331.60
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 30,331.60

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 27897187

Customer: CITY OF GRIMES

JOHN DEERE FC15R Flex Wing Rotary Cutter				
Hours:			Suggested List	
Stock Number:			\$ 39,910.00	
			Selling Price	
			\$ 30,331.60	
Code	Description	Qty	Unit	Extended
22F0P	FC15R Flex Wing Rotary Cutter	1	\$ 35,669.00	\$ 35,669.00
Standard Options - Per Unit				
0202	United States	1	\$ 0.00	\$ 0.00
1210	Torsional Suspension	1	\$ 401.00	\$ 401.00
2541	Inward Rotation	1	\$ 0.00	\$ 0.00
3325	8 Pneumatic Tires - (Double tires on center and wings) - Severe duty ag tires	1	\$ 1,312.00	\$ 1,312.00
3511	540 RPM Driveline - Cat 6	1	\$ 0.00	\$ 0.00
3603	540 RPM - 125 HP Gearbox - Commercial duty - Inward rotation	1	\$ 0.00	\$ 0.00
5140	Swivel Hitch	1	\$ 602.00	\$ 602.00
5280	Rigid Casting Tongue	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 2,315.00
Other Charges				
	Freight	1	\$ 1,926.00	\$ 1,926.00
Other Charges Total				\$ 1,926.00
Suggested Price				\$ 39,910.00
Customer Discounts				
Customer Discounts Total			\$ -9,578.40	\$ -9,578.40
Total Selling Price				\$ 30,331.60

TREASURER'S REPORT

CALENDAR 12/2023, FISCAL 6/2024

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
001	GENERAL	14,216,275.45	513,197.18	9,020,281.07	3,260.00-	5,705,931.56
002	LIBRARY FUND	39,932.80-	548,802.23	93,253.52	.00	415,615.91
005	FIRE/RESCUE AUXILIARY	.00	.00	.00	.00	.00
110	ROAD USE TAX	3,745,795.72	185,470.64	109,787.18	.00	3,821,479.18
112	EMPLOYEE BENEFITS	1,171,326.10	16,872.33	173,451.23	.00	1,014,747.20
119	EMERGENCY FUND	.00	.00	.00	.00	.00
121	LOCAL OPTION SALES TAX	3,739,400.51	248,771.95	.00	.00	3,988,172.46
125	TAX INCREMENT FINANCING	2,850,794.56	75,526.05	.00	.00	2,926,320.61
160	HOTEL/MOTEL/ECON DEV	297,758.83	.00	11,447.38	.00	286,311.45
161	ECO DEVELOPMENT REVOLVING	234,549.50	.00	.00	.00	234,549.50
167	RESTRICTED GIFTS	96,073.17	500.00	.00	.00	96,573.17
170	FEMA - FIRE DEPT	34,239.98	.00	.00	.00	34,239.98
200	DEBT SERVICE	1,396,217.37	392,017.81	1,050.00	.00	1,787,185.18
301	CAPITAL PROJECT FUND	433,537.68-	490,125.00	.00	.00	56,587.32
302	CP - ROAD DEVELOPMENT	3,020.07	.00	.00	.00	3,020.07
303	CP - WALLACE	.00	.00	.00	.00	.00
304	STM WATER MASTER PLAN	150,318.53	.00	.00	.00	150,318.53
305	CP - MAIN STREET	.00	.00	.00	.00	.00
306	CP - PRAIRIE/LITTLE BEAVE	.00	.00	.00	.00	.00
307	CP - STORM WATER	110,418.26	.00	.00	.00	110,418.26
308	CP-SW COUNTY LINE ROAD	.00	.00	.00	.00	.00
309	CP - PARKS	591,752.85	1,139.48	.00	.00	592,892.33
310	CP - FIRE	.00	.00	.00	.00	.00
311	CP - DOWNTOWN	.00	.00	.00	.00	.00
312	CP - S JAMES/SE 37TH ST	.00	.00	.00	.00	.00
313	CP - GRIMES COMMUNITY COM	353,024.52	.00	1,542.95	.00	351,481.57
314	CP-NE GATEWAY/HOPE COMM	.00	.00	.00	.00	.00
315	CP N COMPLEX SANI CONNECT	4,808.51	.00	.00	.00	4,808.51
316	CP - WATER CAP IMPROVEMNT	.00	.00	.00	.00	.00
317	CP - COMP PLAN	11,721.80	.00	.00	.00	11,721.80
318	CP - CITY HALL	.00	.00	.00	.00	.00
319	KENNYBROOK PK WQI IMPRV	609.97-	.00	4,417.50	.00	5,027.47-
320	CP-New Jordan Well 2019	7,800.05	.00	.00	.00	7,800.05
321	CP- ASR 2019	.00	.00	.00	.00	.00
322	CP-16" Water Main	.00	.00	.00	.00	.00
323	CP-Water Tower 2019	8,807.15-	.00	.00	.00	8,807.15-
324	CP-Water Plant Exp 2019	1,202.10-	.00	.00	.00	1,202.10-
325	SE 37TH HWY 141 PROJECT	.00	.00	.00	.00	.00
326	2019 OVERLAY PROJECT	.00	.00	.00	.00	.00
327	SE 19TH & SW CO OVERLAY	.00	.00	.00	.00	.00
328	WRA SANI SEWER PHASE 1	117,426.99-	290,459.25	120,419.50	.00	52,612.76
329	NW TERRITORY LIFT STATION	.00	.00	.00	.00	.00
330	GIS MAPPING	.00	.00	.00	.00	.00
331	19TH ST SEWER EXTENSION	941,004.38	.00	3,018.40	.00	937,985.98
332	ROAD USE EQUIPMENT	.00	.00	.00	.00	.00
333	WRA PARALLEL SEWER	.00	.00	.00	.00	.00
334	HWY44 & COUNTY LN RD 2020	82,862.55	.00	.00	.00	82,862.55
335	ANN SANI SEWER I&I REHAB	250,000.00	.00	.00	.00	250,000.00
336	SE 11th ST RR/James 2019	1,957.50-	.00	.00	.00	1,957.50-
337	CP-N MAIN & BEAVERBK SIG	.00	.00	.00	.00	.00
338	FY20 Drain prj 2nd/beaver	.00	.00	.00	.00	.00
339	HWY 141 & HWY 44 SIGNAL	127,697.50-	.00	.00	.00	127,697.50-
340	ANNUAL SIGNAL IMPROVEMENT	337,289.73-	.00	.00	.00	337,289.73-

TREASURER'S REPORT

CALENDAR 12/2023, FISCAL 6/2024

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
341	HWY 44 STUDY	35,600.00-	.00	.00	.00	35,600.00-
342	WATER SYSTEM STUDY	9,500.00-	.00	.00	.00	9,500.00-
343	JAMES ST CORRIDOR STUDY	.00	.00	.00	.00	.00
344	PAVEMENT COND ANALYSIS	.00	.00	.00	.00	.00
345	ANNUAL WATER MAIN REPLACE	641,538.01	2,262.67	.00	.00	643,800.68
346	HW TRAIL EXTENSION	5,000.00	.00	.00	.00	5,000.00
347	N SPORTS COMPLEX PARKING	5,444.39	.00	.00	.00	5,444.39
348	SPLASH PAD	51,745.66	.00	97,825.11	.00	46,079.45-
349	SE 6TH & S JAMES INTERSEC	1,663.25	.00	.00	.00	1,663.25
350	GRIMES LIBRARY BLDG FUND	1,598,201.81-	1,345,000.00	286,724.14	.00	539,925.95-
351	37TH ST IMPROVEMENTS	.00	.00	.00	.00	.00
352	TRL RDG/BEAV/JACOB WTR MN	.00	.00	.00	.00	.00
353	SANI SEWER STUDY	31,686.64-	.00	.00	.00	31,686.64-
354	ANNUAL PCC PATCHING	.00	.00	.00	.00	.00
355	TRAFFIC SIGNAL EQUIPMENT	28,948.98-	.00	.00	.00	28,948.98-
356	ANNUAL PAVEMENT PRESERVE	75,000.00	.00	.00	.00	75,000.00
357	S CMLX IRRIGATION PROJ	.00	.00	.00	.00	.00
358	ANN TRAIL IMPRV & PLAN	408,366.17	911.58	.00	.00	409,277.75
359	EMERGENCY WATER MAIN	.00	.00	.00	.00	.00
360	19TH ST WATER MAIN	67,843.00-	.00	.00	.00	67,843.00-
361	WW PLANT MBDR RETROFIT	28,926.53-	.00	.00	.00	28,926.53-
362	WRA SANI SWR PHASE 2	81,720.40-	229,878.82	231,856.00	.00	83,697.58-
363	WRA SANI SEWER PHASE 3	15,592.75-	97,031.90	97,031.90	.00	15,592.75-
364	WRA SANI SWR PHS 4	.00	112,363.44	112,363.44	.00	.00
365	WALLACE FARM	1,042,788.70	.00	.00	.00	1,042,788.70
366	JACOB ST OVERLAY PROJ	60,267.65-	.00	.00	.00	60,267.65-
367	GRIMESPLEX	3,116,289.50-	7,290,000.00	2,373,673.45	.00	1,800,037.05
368	TRL RDG/BEAVER WATER MAIN	.00	.00	.00	.00	.00
369	SE 11TH & JAMES	5,804,146.49	23,201.58	828,474.64	.00	4,998,873.43
370	19th & Gateway signal	300,000.00	.00	.00	.00	300,000.00
371	11TH & GATEWAY SIGNAL	154,086.85	.00	8,168.78	.00	145,918.07
372	N JORDAN WELL REPAIRS	28,869.77-	.00	.00	.00	28,869.77-
373	BLDG ACCESS CONTROL PROJ	381,305.90	68,305.20	133,656.20	.00	315,954.90
374	WATER PRODUCTION PROJECTS	481,350.24	1,312,133.32	1,312,263.92	.00	481,219.64
375	NE DEST/NE BVRBROOKE IMP	258,367.62-	.00	5,476.40	.00	263,844.02-
376	SE TRL RDG RD RECONSTRUCT	596,443.62	2,197.56	213,581.11	.00	385,060.07
377	HWY TRL EXT TO SCHOOL	28,861.45	.00	35,492.00	.00	6,630.55-
378	FIRE STATION	1,028,853.55	.00	605,705.00	.00	423,148.55
379	100TH ST WIDENING	1,783,892.19	6,120.60	15,017.14	.00	1,774,995.65
380	HWY 141 CORR/INTERS STDY	103,751.20	455.79	.00	.00	104,206.99
381	NO COUNTY LINE WATER MAIN	5,532.00-	.00	2,117.50	.00	7,649.50-
382	GROUND STORAGE RESERVOIR	.00	.00	.00	.00	.00
383	JAMES ST WTP WATER MAIN	.00	.00	.00	.00	.00
384	SEWER COMPLIANCE PROJECT	298,182.68-	.00	27,481.60	.00	325,664.28-
385	SE 41ST & SE PARK EXTNSN	.00	.00	5,872.59	.00	5,872.59-
399	EQUIP REVOLVING PROGRAM	2,902,599.11	.00	129,114.00	.00	2,773,485.11
600	WATER	11,512,408.50	406,920.09	312,877.21	.00	11,606,451.38
601	WATER DEPOSITS	233,717.38	2,154.73-	8,790.95	.00	222,771.70
602	WATER SINKING	335,167.53	30,000.00	.00	.00	365,167.53
603	WATER REC BOND	183,629.96	.00	.00	.00	183,629.96
610	SEWER	5,425,136.57	386,942.72	330,468.62	.00	5,481,610.67
611	SEWER SINKING	491,141.94	.00	.00	.00	491,141.94
670	LANDFILL/GARBAGE	608,422.25	67,681.31	78,723.15	.00	597,380.41

TREASURER'S REPORT
CALENDAR 12/2023, FISCAL 6/2024

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
740	STORM WATER	2,859,481.14	67,078.34	26,537.66	.00	2,900,021.82
750	GRIMESPLEX	416,431.67	77,500.00	.00	.00	493,931.67
Report Total		61,417,545.68	14,286,712.11	16,817,961.24	3,260.00-	58,883,036.55

BALANCE SHEET
CALENDAR 12/2023, FISCAL 6/2024

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL	6,492,583.58-	3,019,874.76
002-000-1110	CASH - LIBRARY	455,548.71	415,615.91
110-000-1110	CASH - ROAD USE	75,683.46	3,821,479.18
112-000-1110	CASH - EMPLOYEE BENEFITS	155,427.45-	990,593.66
121-000-1110	CASH - LOCAL OPTION SALES TAX	248,771.95	3,988,172.46
125-000-1110	CASH - TIF	75,526.05	2,926,320.61
160-000-1110	CASH - HOTEL/MOTEL/ECON DEV	11,447.38-	286,311.45
161-000-1110	CASH - ECO DEVELOP REVOLVING L		234,549.50
167-000-1110	CASH - LIBRARY RESTRICTED GIFT	500.00	96,573.17
170-000-1110	CASH - FEMA/FIRE DEPT		34,239.98
200-000-1110	CASH - DEBT SERVICE	390,967.81	1,783,691.48
301-000-1110	CASH - CAPITAL PROJECTS	490,125.00	56,587.32
302-000-1110	CASH - CP - ROAD DEVELOPMENT		3,020.07
304-000-1110	CASH-STM WATER MASTER PLAN		150,318.53
307-000-1110	CASH - CP - STORM WATER		110,418.26
309-000-1110	CASH - CP - PARKS		331,324.92
313-000-1110	CASH - CP - GRIMES COMM COMPLE	1,542.95-	351,481.57
315-000-1110	CASH -N COMPLEX SANI CONNECT		4,808.51
317-000-1110	CASH - COMP PLAN		11,721.80
319-000-1110	CASH-KENNYBROOK PK WQI IMP	4,417.50-	5,027.47-
320-000-1110	CASH-NEW JORDAN WELL 2019		7,800.05
323-000-1110	CASH-WATER TOWER 2019		8,807.15-
324-000-1110	CASH- WATER PLANT EXP 2019		1,202.10-
328-000-1110	CASH-WRA SANI SEWER PHASE 1	170,039.75	52,612.76
331-000-1110	CASH-19TH ST SEWER EXTENSION	3,018.40-	937,985.98
334-000-1110	CASH-HWY 44 & CO LINE RD 2020		82,862.55
335-000-1110	CASH-ANN SANI SWR I&I REHAB		250,000.00
336-000-1110	CASH-SE 11TH RR/JAMES 2019		1,957.50-
339-000-1110	HWY 141 & HWY 44 SIGNAL CASH		127,697.50-
340-000-1110	ANNUAL SIGNAL IMPROVEMENT CASH		337,289.73-
341-000-1110	HWY 44 STUDY CASH		35,600.00-
342-000-1110	WATER SYSTEM STUDY CASH		9,500.00-
345-000-1110	CASH ANNUAL WATER MAIN REPLACE		122,690.00
346-000-1110	CASH HWY 44 TRAIL EXTENSION		5,000.00
347-000-1110	CASH N SPORTS COMPLEX PARKING		5,444.39
348-000-1110	CASH SPLASH PAD	97,825.11-	46,079.45-
349-000-1110	SE 6TH & JAMES INTERSEC CASH		1,663.25
350-000-1110	GRIMES LIB BLDG CASH	1,058,275.86	539,925.95-
353-000-1110	CASH SANI SEWER STUDY		31,686.64-
355-000-1110	CASH TRAFFIC SIGNAL EQUIPMENT		28,948.98-
356-000-1110	CASH ANNUAL PAVEMENT PRESERVE		75,000.00
358-000-1110	ANN TRAIL IMP & PLANN CASH		201,279.64
360-000-1110	19TH ST WATER MAIN CASH		67,843.00-
361-000-1110	WW PLANT MBDR RETROFIT CASH		28,926.53-
362-000-1110	WRA SANI SEWER PHASE 2 CASH	1,977.18-	83,697.58-
363-000-1110	WRA SANI SWR PHS 3 CASH		15,592.75-
365-000-1110	WALLACE FARM CASH		1,042,788.70
366-000-1110	JACOB ST OVERLAY CASH		60,267.65-
367-000-1110	GRIMESPLEX CASH	4,916,326.55	1,800,037.05
369-000-1110	SE 11TH & JAMES CASH	828,474.64-	168,041.12-
370-000-1110	19TH & GATEWAY SIGNAL CASH		300,000.00

BALANCE SHEET
CALENDAR 12/2023, FISCAL 6/2024

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
371-000-1110	11TH & GATEWAY SIGNAL CASH	8,168.78-	145,918.07
372-000-1110	N JORDAN WELL REPAIR CASH		28,869.77-
373-000-1110	BLDG ACCESS CONT PROJ CASH	66,474.20-	55,630.20
374-000-1110	WTR PRODUCTION PROJECTS CASH	130.60-	481,219.64
375-000-1110	NE DEST/NE BVRBROOKE IMP CASH	5,476.40-	263,844.02-
376-000-1110	SE TRL RDG RD RECONSTRUCT CASH	213,581.11-	119,368.78-
377-000-1110	HWY 44 TRL EXT SCHOOL CASH	35,492.00-	6,630.55-
378-000-1110	FIRE STATION CASH	605,705.00-	423,148.55
379-000-1110	100TH ST WIDENING CASH	15,017.14-	364,590.07
381-000-1110	N COUNTY LINE WATER MAIN CASH	2,117.50-	7,649.50-
384-000-1110	SEWER COMPLIANCE CASH	27,481.60-	325,664.28-
385-000-1110	SE 41ST & SE PARK EXT CASH	5,872.59-	5,872.59-
399-000-1110	EQUIP REVOLVING PROG CASH	129,114.00-	2,773,485.11
600-000-1110	CASH - WATER	92,670.76	8,895,695.72
601-000-1110	CASH - WATER DEPOSITS	10,945.68-	220,282.73
602-000-1110	CASH - WATER SINKING	30,000.00	365,167.53
603-000-1110	CASH - WATER REC BOND		183,629.96
610-000-1110	CASH - SEWER	41,556.60-	2,135,186.12
611-000-1110	CASH - SEWER SINKING		491,141.94
670-000-1110	CASH - SOLID WASTE	11,041.84-	597,380.41
740-000-1110	CASH - STORM WATER	40,540.68	2,853,654.95
750-000-1110	CASH - GRIMESPLEX	77,500.00	493,931.67
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	CASH TOTAL	652,412.65-	41,626,339.59
112-000-1111	CASH - FLEX	1,151.45-	24,153.54
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	CASH TOTAL	1,151.45-	24,153.54
001-000-1130	RESERVES - PARK CAP IMPROVE		234,812.58
600-000-1130	RESERVES - WATER TAPPING		605,712.67
610-000-1130	RESERVES - SEWER TAPPING		91,535.73
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	RESERVES TOTAL	.00	932,060.98
001-000-1131	RESERVES - FIRE CAP IMPROVE		78,304.09
600-000-1131	RESERVES - WATER		35,000.00
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	RESERVES TOTAL	.00	113,304.09
001-000-1132	RESERVES - RESCUE CAP IMPROVE		16,218.47
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	RESERVES TOTAL	.00	16,218.47
001-000-1133	RESERVES - PARK & REC GOAL		6,365.17
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BALANCE SHEET
CALENDAR 12/2023, FISCAL 6/2024

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
	RESERVES TOTAL	.00	6,365.17
001-000-1150	CASH - IPAIT	269.56	62,106.90
200-000-1150	CASH - IPAIT		3,493.70
309-000-1150	CASH - IPAIT	1,139.48	261,567.41
345-000-1150	CASH - IPAIT	2,262.67	521,110.68
358-000-1150	CASH - IPAIT	911.58	207,998.11
369-000-1150	CASH - IPAIT	2,067.33	477,166.72
373-000-1150	CASH - IPAIT	1,123.20	260,324.70
376-000-1150	CASH - IPAIT	2,197.56	504,428.85
379-000-1150	CASH - IPAIT	6,120.60	1,410,405.58
380-000-1150	CASH - IPAIT	455.79	104,206.99
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	CASH - IPAIT TOTAL	16,547.77	3,812,809.64
369-000-1155	CASH - IPAIT HI-YIELD	21,134.25	4,689,747.83
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	CASH - IPAIT HI-YIELD TOTAL	21,134.25	4,689,747.83
600-000-1160	SAVINGS - WATER TAPPING		992,293.30
740-000-1160	SAVINGS - STORM WATER		46,366.87
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	SAVINGS TOTAL	.00	1,038,660.17
610-000-1161	SAVINGS - SEWER TAPPING	2,551.55	1,073,028.91
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	SAVINGS - RACCOON TOTAL	2,551.55	1,073,028.91
600-000-1162	SAVINGS - VISION	1,372.12	1,077,749.69
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	SAVINGS - VISION TOTAL	1,372.12	1,077,749.69
601-000-1170	WATER DEPOSIT CD 25712		2,488.97
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	CD'S - CITY STATE TOTAL	.00	2,488.97
001-000-1171	CEMETERY CD 1 304927	339.34	32,720.62
001-000-1172	CEMETERY CD 3 222910		20,837.81
001-000-1173	CEMETERY CD 12014736	944.58	21,704.53
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	CD'S BANKERS TRUST TOTAL	1,283.92	75,262.96
001-000-1174	CD# 12510837 - GENERAL	2,116,150.21	
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BALANCE SHEET
CALENDAR 12/2023, FISCAL 6/2024

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
	CD# 12510837 - GENERAL TOTAL	2,116,150.21-	.00
001-000-1175	CD# 12396252 - GENERAL	96,836.42	2,212,986.63
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	CD# 12396252 - GENERAL TOTAL	96,836.42	2,212,986.63
610-000-1178	CHARTER SEW TAP CD	95,479.15	2,181,859.91
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	CHARTER SEW TAP CD TOTAL	95,479.15	2,181,859.91
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	TOTAL CASH	2,534,509.13-	58,883,036.55
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BUDGET REPORT
CALENDAR 12/2023, FISCAL 6/2024

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,477,800.00	120,420.08	717,922.23	48.58	759,877.77
	FIRE TOTAL	1,052,001.00	306,699.65	611,327.43	58.11	440,673.57
	AMBULANCE TOTAL	1,965,208.00	918,439.67	1,532,809.42	78.00	432,398.58
	BUILDING INSPECTIONS TOTAL	2,014,653.00	175,773.64	1,253,729.82	62.23	760,923.18
	ANIMAL CONTROL TOTAL	250.00	140.64	140.64	56.26	109.36
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	PUBLIC SAFETY TOTAL	6,509,912.00	1,521,473.68	4,115,929.54	63.23	2,393,982.46
	ROADS, BRIDGES, SIDEWALKS TOTA	2,708,108.00	228,494.06	1,573,584.69	58.11	1,134,523.31
	STREET LIGHTING TOTAL	228,500.00	37,392.81	106,256.27	46.50	122,243.73
	TRAFFIC CONTROL & SAFETY TOTA	35,000.00	3,049.00	10,354.69	29.58	24,645.31
	SNOW REMOVAL TOTAL	381,700.00	6,871.92	72,847.90	19.09	308,852.10
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	PUBLIC WORKS TOTAL	3,353,308.00	275,807.79	1,763,043.55	52.58	1,590,264.45
	WATER,AIR,MOSQUITO CONTRO TOTA	8,000.00	.00	.00	.00	8,000.00
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	HEALTH & SOCIAL SERVICES TOTA	8,000.00	.00	.00	.00	8,000.00
	LIBRARY TOTAL	1,340,137.00	109,894.49	497,802.60	37.15	842,334.40
	PARKS TOTAL	626,305.00	37,381.34	264,252.26	42.19	362,052.74
	NORTH COMPLEX TOTAL	50,000.00	7,902.87	33,383.44	66.77	16,616.56
	SOUTH COMPLEX TOTAL	50,000.00	1,473.71	20,374.54	40.75	29,625.46
	RECREATION TOTAL	329,267.00	37,739.21	218,461.18	66.35	110,805.82
	REC - YOUTH PROGRAMS TOTAL	45,000.00	1,051.66	13,356.23	29.68	31,643.77
	REC - YOUTH SPORTS TOTAL	.00	.00	4,404.30	.00	4,404.30-
	REC - ADULT PROGRAMS TOTAL	6,600.00	55.00	974.60	14.77	5,625.40
	CEMETERY TOTAL	65,026.00	30,992.50	60,517.50	93.07	4,508.50
	GCC-GRIMES COMM COMPLEX TOTAL	281,231.00	51,432.41	114,474.57	40.70	166,756.43
	GRIMESPLEX TOTAL	556,516.00	48,048.57	283,473.58	50.94	273,042.42
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	CULTURE & RECREATION TOTAL	3,350,082.00	325,971.76	1,511,474.80	45.12	1,838,607.20
	ECONOMIC DEVELOPMENT TOTAL	3,657,068.00	66,630.70	1,795,404.70	49.09	1,861,663.30
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	COMMUNITY & ECONOMIC DEV TOTA	3,657,068.00	66,630.70	1,795,404.70	49.09	1,861,663.30
	MAYOR/COUNCIL/CITY MGR TOTAL	325,715.00	28,654.75	141,358.89	43.40	184,356.11
	CLERK/TREASURER/ADM TOTAL	816,778.00	88,856.66	394,955.01	48.36	421,822.99
	ELECTIONS TOTAL	28,500.00	.00	14,350.00	50.35	14,150.00
	LEGAL SERVICES/ATTORNEY TOTAL	248,500.00	27,345.60	114,081.64	45.91	134,418.36
	CITY HALL/GENERAL BLDGS TOTAL	324,864.00	15,012.14	73,891.08	22.75	250,972.92
	TORT LIABILITY TOTAL	91,300.00	.00	.00	.00	91,300.00
	IT TOTAL	336,430.00	26,291.87	123,602.03	36.74	212,827.97
	OTHER GENERAL GOVERNMENT TOTA	39,000.00	99.43	31,422.66	80.57	7,577.34
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BUDGET REPORT
CALENDAR 12/2023, FISCAL 6/2024

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL GOVERNMENT TOTAL	2,211,087.00	186,260.45	893,661.31	40.42	1,317,425.69
	ROADS, BRIDGES, SIDEWALKS TOTA	639,645.00	.00	37,622.50	5.88	602,022.50
	2007 BOND TOTAL	278,982.00	250.00	21,990.63	7.88	256,991.37
	2012 BOND TOTAL	362,760.00	.00	31,680.00	8.73	331,080.00
	2015 BOND TOTAL	867,500.00	250.00	8,750.00	1.01	858,750.00
	2017A BOND TOTAL	561,632.00	300.00	130,815.63	23.29	430,816.37
	2017 REFINANCING BOND TOTAL	576,325.00	250.00	88,162.50	15.30	488,162.50
	2020 GO BOND TOTAL	591,000.00	.00	63,300.00	10.71	527,700.00
	2021 A GO BOND TOTAL	731,700.00	.00	128,650.00	17.58	603,050.00
	2021 B GO LOST BOND TOTAL	256,750.00	.00	53,675.00	20.91	203,075.00
	2022A BOND TOTAL	682,500.00	.00	146,550.00	21.47	535,950.00
	2022B BOND TOTAL	858,763.00	.00	224,444.43	26.14	634,318.57
	2023B GO BOND TOTAL	.00	.00	368,527.78	.00	368,527.78-
	DEBT SERVICE TOTAL	6,407,557.00	1,050.00	1,304,168.47	20.35	5,103,388.53
	FIRE TOTAL	50,000.00	605,705.00	716,489.80	1,432.98	666,489.80-
	BUILDING INSPECTIONS TOTAL	130,500.00	.00	76,773.82	58.83	53,726.18
	ROADS, BRIDGES, SIDEWALKS TOTA	11,405,000.00	1,138,522.66	3,562,952.16	31.24	7,842,047.84
	STREET LIGHTING TOTAL	120,000.00	.00	183,367.39	152.81	63,367.39-
	TRAFFIC CONTROL & SAFETY TOTA	50,000.00	.00	47,458.98	94.92	2,541.02
	LIBRARY TOTAL	750,000.00	286,724.14	3,166,877.82	422.25	2,416,877.82-
	PARKS TOTAL	2,078,327.00	133,317.11	2,073,595.69	99.77	4,731.31
	SOUTH COMPLEX TOTAL	.00	.00	97,200.00	.00	97,200.00-
	GCC-GRIMES COMM COMPLEX TOTAL	325,000.00	1,542.95	6,635.05	2.04	318,364.95
	GRIMESPLEX TOTAL	11,200,000.00	2,023,571.45	14,822,637.60	132.34	3,622,637.60-
	ECONOMIC DEVELOPMENT TOTAL	.00	.00	490,125.00	.00	490,125.00-
	CITY HALL/GENERAL BLDGS TOTAL	.00	133,656.20	199,507.40	.00	199,507.40-
	WATER TOTAL	14,600,000.00	1,314,381.42	1,759,449.71	12.05	12,840,550.29
	SEWER/SEWAGE DISPOSAL TOTAL	6,779,750.00	592,170.84	4,497,526.84	66.34	2,282,223.16
	STORM WATER TOTAL	241,933.00	4,417.50	8,027.50	3.32	233,905.50
	CAPITAL PROJECTS TOTAL	47,730,510.00	6,234,009.27	31,708,624.76	66.43	16,021,885.24
	WATER TOTAL	5,236,635.00	291,668.16	1,887,218.07	36.04	3,349,416.93
	SEWER/SEWAGE DISPOSAL TOTAL	5,498,803.00	330,468.62	2,246,687.28	40.86	3,252,115.72
	LANDFILL/GARBAGE TOTAL	962,786.00	78,723.15	443,793.00	46.09	518,993.00
	STORM WATER TOTAL	724,138.00	26,537.66	183,894.62	25.39	540,243.38
	ENTERPRISE FUNDS TOTAL	12,422,362.00	727,397.59	4,761,592.97	38.33	7,660,769.03
	TRANSFERS IN/OUT TOTAL	15,719,548.00	7,479,360.00	7,479,360.00	47.58	8,240,188.00
	TRANSFER OUT TOTAL	15,719,548.00	7,479,360.00	7,479,360.00	47.58	8,240,188.00
		=====	=====	=====	=====	=====

BUDGET REPORT
CALENDAR 12/2023, FISCAL 6/2024

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	TOTAL EXPENSES	101,369,434.00	16,817,961.24	55,333,260.10	54.59	46,036,173.90
		=====	=====	=====	=====	=====

REVENUE REPORT
CALENDAR 12/2023, FISCAL 6/2024

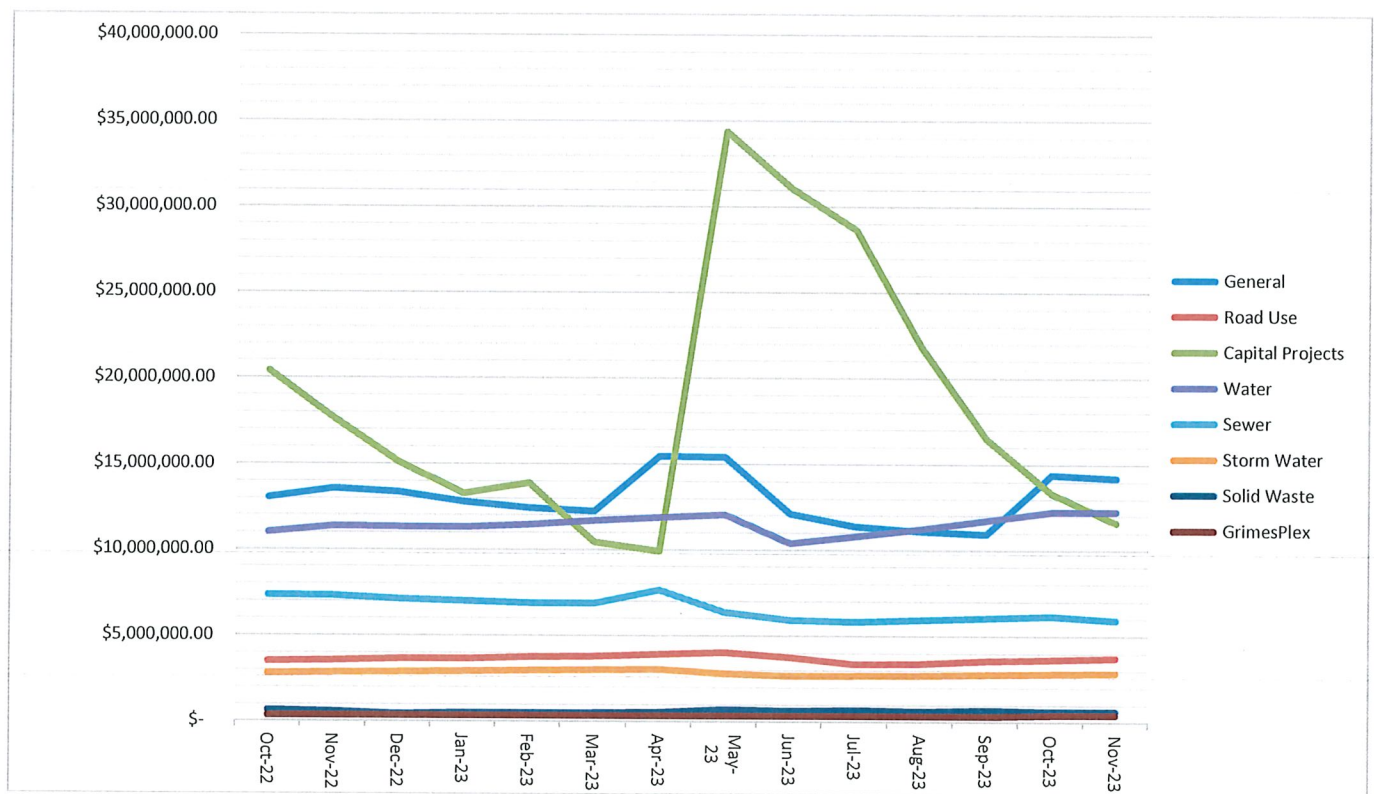
PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	12,912,842.00	513,197.18	6,613,468.38	51.22	6,299,373.62
	LIBRARY FUND TOTAL	1,121,901.00	548,802.23	575,171.11	51.27	546,729.89
	ROAD USE TAX TOTAL	2,008,656.00	185,470.64	1,114,182.56	55.47	894,473.44
	EMPLOYEE BENEFITS TOTAL	2,468,204.00	16,872.33	615,529.22	24.94	1,852,674.78
	LOCAL OPTION SALES TAX TOTAL	2,445,504.00	248,771.95	1,520,423.89	62.17	925,080.11
	TAX INCREMENT FINANCING TOTAL	6,519,924.00	75,526.05	3,266,242.63	50.10	3,253,681.37
	HOTEL/MOTEL/ECON DEV TOTAL	69,000.00	.00	33,571.38	48.65	35,428.62
	ECO DEVELOPMENT REVOLVING TOTA	53,353.00	.00	53,368.00	100.03	15.00-
	RESTRICTED GIFTS TOTAL	5,000.00	500.00	5,069.83	101.40	69.83-
	DEBT SERVICE TOTAL	6,425,258.00	392,017.81	2,179,852.83	33.93	4,245,405.17
	CAPITAL PROJECT FUND TOTAL	.00	490,125.00	540,125.00	.00	540,125.00-
	CP - PARKS TOTAL	250,000.00	1,139.48	7,910.20	3.16	242,089.80
	CP - GRIMES COMMUNITY COM TOTA	325,000.00	.00	.00	.00	325,000.00
	CP-Water Tower 2019 TOTAL	.00	.00	5,000.00	.00	5,000.00-
	WRA SANI SEWER PHASE 1 TOTAL	850,000.00	290,459.25	1,069,652.69	125.84	219,652.69-
	ANN SANI SEWER I&I REHAB TOTA	50,000.00	.00	.00	.00	50,000.00
	HWY 141 & HWY 44 SIGNAL TOTAL	.00	.00	135,000.00	.00	135,000.00-
	ANNUAL WATER MAIN REPLACE TOTA	500,000.00	2,262.67	15,726.57	3.15	484,273.43
	GRIMES LIBRARY BLDG FUND TOTA	.00	1,345,000.00	1,372,760.00	.00	1,372,760.00-
	TRAFFIC SIGNAL EQUIPMENT TOTA	75,000.00	.00	.00	.00	75,000.00
	ANN TRAIL IMPRV & PLAN TOTAL	500,000.00	911.58	6,040.25	1.21	493,959.75
	WRA SANI SWR PHASE 2 TOTAL	1,000,000.00	229,878.82	473,383.04	47.34	526,616.96
	WRA SANI SEWER PHASE 3 TOTAL	500,000.00	97,031.90	898,064.60	179.61	398,064.60-
	WRA SANI SWR PHS 4 TOTAL	1,000,000.00	112,363.44	1,592,163.81	159.22	592,163.81-
	JACOB ST OVERLAY PROJ TOTAL	575,000.00	.00	.00	.00	575,000.00
	GRIMESPLEX TOTAL	14,500,000.00	7,290,000.00	9,500,822.30	65.52	4,999,177.70

REVENUE REPORT
CALENDAR 12/2023, FISCAL 6/2024

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	SE 11TH & JAMES TOTAL	5,000,000.00	23,201.58	134,484.29	2.69	4,865,515.71
	N JORDAN WELL REPAIRS TOTAL	.00	.00	57,250.00	.00	57,250.00-
	BLDG ACCESS CONTROL PROJ TOTA	.00	68,305.20	76,059.38	.00	76,059.38-
	WATER PRODUCTION PROJECTS TOTA	3,700,000.00	1,312,133.32	1,312,133.32	35.46	2,387,866.68
	NE DEST/NE BVRBROOKE IMP TOTA	875,000.00	.00	.00	.00	875,000.00
	SE TRL RDG RD RECONSTRUCT TOTA	800,000.00	2,197.56	19,629.53	2.45	780,370.47
	100TH ST WIDENING TOTAL	2,000,000.00	6,120.60	41,603.68	2.08	1,958,396.32
	HWY 141 CORR/INTERS STDY TOTA	100,000.00	455.79	3,228.06	3.23	96,771.94
	NO COUNTY LINE WATER MAIN TOTA	2,900,000.00	.00	.00	.00	2,900,000.00
	GROUND STORAGE RESERVOIR TOTA	2,200,000.00	.00	.00	.00	2,200,000.00
	JAMES ST WTP WATER MAIN TOTAL	1,500,000.00	.00	.00	.00	1,500,000.00
	EQUIP REVOLVING PROGRAM TOTAL	918,493.00	.00	18,121.72	1.97	900,371.28
	WATER TOTAL	7,038,045.00	406,920.09	3,848,924.99	54.69	3,189,120.01
	WATER DEPOSITS TOTAL	70,000.00	2,154.73-	27,056.96	38.65	42,943.04
	WATER SINKING TOTAL	2,118,438.00	30,000.00	30,000.00	1.42	2,088,438.00
	SEWER TOTAL	4,658,825.00	386,942.72	2,291,820.69	49.19	2,367,004.31
	SEWER SINKING TOTAL	1,096,000.00	.00	.00	.00	1,096,000.00
	LANDFILL/GARBAGE TOTAL	971,585.00	67,681.31	398,155.26	40.98	573,429.74
	STORM WATER TOTAL	825,649.00	67,078.34	414,492.64	50.20	411,156.36
	GRIMESPLEX TOTAL	1,035,846.00	77,500.00	144,166.67	13.92	891,679.33
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		91,962,523.00	14,286,712.11	40,410,655.48	43.94	51,551,867.52
		=====	=====	=====	=====	=====



CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Farm Tenant Crop Loss Agreement - Ed Shafer

BACKGROUND: With the development of the plans for WRA Connector Project, it was determined that certain easements were necessary to construct the project. Those easements have been acquired; however, the seasonal crops were already planted prior to the acquisition. As the project also extended beyond the planting season, crops were not able to be planted the following year. The purchase agreement identified that the City would reimburse the tenant (Matt Shafer) for these crop losses, totaling \$3,139.00

BUDGETARY CONSIDERATIONS: \$3,139.00

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: N/A

RESPONSIBLE STAFF/CONTACT INFORMATION:

Alex Pfaltzgraff, Development Services Director, 515-986-4050, apfaltzgraff@grimesiowa.gov

Prepared by: Alex Pfaltzgraff

Return to: Alex Pfaltzgraff

RESOLUTION NO. _____

RESOLUTION APPROVING FARM TENANT CROP LOSS AGREEMENT – ED SHAFER

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

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

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

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

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

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

PASSED AND APPROVED this 23rd day of January 2024.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

FARM TENANT CROP LOSS AGREEMENT

This FARM TENANT CROP LOSS AGREEMENT (this “Agreement”) is made by and between the City of Grimes, Iowa, a municipal corporation (the “City”), and Ed Shafer (the “Tenant”)

RECITALS

- A. In connection with the construction of public sanitary sewer improvements, the City acquired certain easement interest(s) in the real estate located in Dallas County more particularly depicted and described on the Acquisition Plat attached hereto as **Exhibit A** (the “Property”); and
- B. The City has executed a purchase agreement with the owner of said Property, in which Tenant has been identified as the farm tenant for the 2022 and 2023 crop year pursuant to an oral farm tenancy agreement; and

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

- 1. **CROP DAMAGE PAYMENT.** The City hereby agrees to pay \$3,139.00 to Tenant as compensation for damages to the growing crops located on the Property, for the 2022 and 2023 crop year. The parties acknowledge and agree that the Crop Damage Payment contemplated in this Agreement fairly and reasonably calculates the amount of anticipated damages to Tenant as a result of the construction of the improvements.
- 2. **INDEMNIFICATION.** Tenant hereby releases and agrees to indemnify the City, its employees, agents, and contractors from all liability for disputes, claims, damages or causes of action related to or arising from the Lease, including the performance or non-performance of any of Tenant’s obligations pursuant to its terms. Tenant will protect and defend the City, its employees, agents and contractors against all claims by the Property Owner, tenant suppliers and any other persons rendering services to the Tenant with respect to the above described property.
- 3. **RENEGOTIATION.** Pursuant to Iowa Code Section 6B.52, the City hereby gives notice to Tenant that Tenant has a right to renegotiate construction or maintenance damages which are not apparent as of the date of this Agreement.
- 4. **APPROVAL BY CITY COUNCIL.** This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

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

Signed this 8th day of January, 2024.

TENANT

C Edward Shapiro

STATE OF _____)
) SS.
COUNTY OF _____)

On this 8th day of January, 2024, before me, the undersigned, personally appeared _____, known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Signature of Notary Public

1.

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement Agreement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the ____ day of _____, 2024, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 20__.

City Clerk of Grimes, Iowa

Exhibit A

“Attached as PDF”

EASEMENT PLAT
FOR PERPETUAL SANITARY SEWER BEING
CONVEYED TO THE CITY OF GRIMES

Table with 3 columns: OWNER/MAILING ADDRESS, PHYSICAL ADDRESS, PARCEL NO.
Dennis J Bohrofen, 801 SW Jazzwood Dr, Grimes, IA 50111-5033
7521 NW 142nd St, Grimes IA 50111
District/Parcel 240/00503-000-000, Geoparcels 8025-31-100-001

PERPETUAL SANITARY SEWER EASEMENT DESCRIPTION

A PART OF NORTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA DESCRIBED AS A 45.00 FOOT WIDE EASEMENT BEING 22.50 FEET ON BOTH SIDES OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31; THENCE SOUTH 00°00'48" WEST ALONG THE WEST LINE OF SAID NORTHWEST FRACTIONAL QUARTER, 105.62 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 85°47'50" EAST, 187.02 FEET; THENCE NORTH 84°12'11" EAST, 346.17 FEET; THENCE NORTH 58°00'54" EAST, 161.48 FEET TO THE NORTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER AND THE POINT OF TERMINUS. EASEMENT CONTAINING 0.72 ACRES (31,260 SQUARE FEET) AND SAID EASEMENT SHALL SHORTEN OR EXTEND TO THE SECTION LINES OF SAID NORTHWEST FRACTIONAL QUARTER AT THE POINT OF BEGINNING AND POINT OF TERMINUS.

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

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A PART OF NORTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31; THENCE SOUTH 89°53'59" EAST ALONG THE NORTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER, 33.00 FEET; THENCE SOUTH 00°00'48" WEST ALONG THE EAST RIGHT OF WAY LINE OF Y AVE / NE COUNTY LINE ROAD, 65.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 85°47'50" EAST, 153.32 FEET; THENCE NORTH 84°12'11" EAST, 332.57 FEET; THENCE NORTH 58°00'54" EAST, 83.27 FEET TO THE NORTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE NORTH 89°53'59" EAST ALONG SAID NORTH LINE, 189.32 FEET; THENCE SOUTH 58°00'54" WEST, 267.29 FEET; THENCE SOUTH 84°12'11" WEST, 364.58 FEET; THENCE NORTH 85°47'50" WEST, 154.75 FEET TO SAID EAST RIGHT OF WAY LINE; THENCE NORTH 00°00'48" EAST ALONG SAID EAST RIGHT OF WAY LINE, 100.27 FEET TO THE POINT OF BEGINNING, EXCEPT PERPETUAL EASEMENT REFERENCED ABOVE. EASEMENT CONTAINING 0.84 ACRES (36,529 SQUARE FEET).

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

GRIMES - WRA CONNECTOR



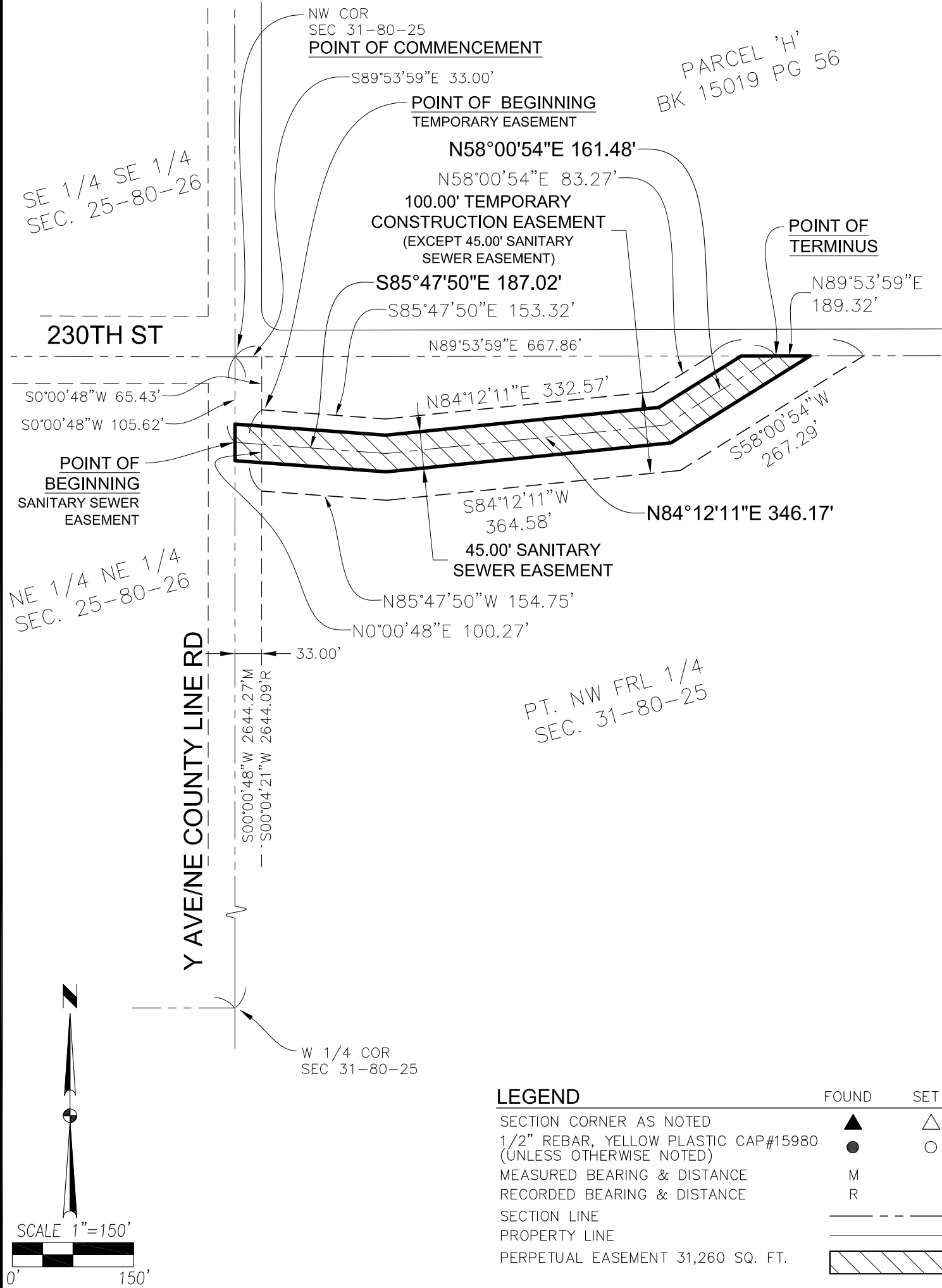
I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Signature of Michael A. Brooner, dated 1-05-2021. Michael A. Brooner, P.L.S.

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS 1 AND 2

REVISED 01-05-2021

EASEMENT PLAT
FOR PERPETUAL SANITARY SEWER BEING
CONVEYED TO THE CITY OF GRIMES



LEGEND

SECTION CORNER AS NOTED
1/2" REBAR, YELLOW PLASTIC CAP #15980
(UNLESS OTHERWISE NOTED)
MEASURED BEARING & DISTANCE
RECORDED BEARING & DISTANCE
SECTION LINE
PROPERTY LINE
PERPETUAL EASEMENT 31,260 SQ. FT.

FOUND	SET
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EASEMENT PLAT
FOR PERPETUAL SANITARY SEWER BEING
CONVEYED TO THE WRA AND CITY OF GRIMES

OWNER/MAILING ADDRESS

BOHROFEN, DENNIS J.
801 SW JAZZWOOD DR.
GRIMES, IA 50111

PHYSICAL ADDRESS

N/A

PARCEL NO.

1201100005
1201100004
1201100003

PERPETUAL SANITARY SEWER EASEMENT DESCRIPTION

A PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF GRIMES, DALLAS COUNTY, IOWA DESCRIBED AS A 30.00-FOOT-WIDE EASEMENT BEING 15.00 FEET ON BOTH SIDES OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 1; THENCE SOUTH 89°52'00" WEST ALONG THE NORTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER, 16.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 26°17'38" WEST, 79.72 FEET; THENCE SOUTH 67°23'41" WEST, 9.00 FEET; THENCE NORTH 90°00'00" WEST, 99.71 FEET; THENCE SOUTH 02°45'33" WEST, 360.90 FEET; THENCE SOUTH 88°50'34" WEST, 429.78 FEET; THENCE SOUTH 02°16'05" WEST, 464.93 FEET; THENCE SOUTH 1°21'50" WEST, 868.14 FEET; THENCE SOUTH 49°57'01" WEST, 391.23 FEET; THENCE SOUTH 28°04'21" WEST, 368.92 FEET; THENCE SOUTH 42°14'10" WEST, 445.53 FEET; THENCE SOUTH 01°01'23" EAST, 387.07 FEET TO THE SOUTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER AND THE POINT OF TERMINUS. SAID EASEMENT CONTAINS 2.69 ACRES (117,158 SQUARE FEET). THE SIDELINES OF SAID EASEMENT SHALL SHORTEN OR EXTEND TO THE SECTION LINE AT THE POINT OF BEGINNING AND THE POINT OF TERMINUS.

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

GRIMES - WRA CONNECTOR



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

MICHAEL A. BROONER, P.L.S.

DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020
PAGES OR SHEETS COVERED BY THIS SEAL:

SHEETS 1-3

REVISED 10-29-2020

EASEMENT PLAT

FOR PERPETUAL SANITARY SEWER BEING
CONVEYED TO THE WRA AND CITY OF GRIMES

NORTH 1/4 COR
SEC. 1-79-26
FND ALUM IDOT DISC

POINT OF COMMENCEMENT

POINT OF BEGINNING

S89°52'00"W 2637.01'M
S89°51'59"W 2637.15'R

W. 1ST STREET

S26°17'38"W 79.72'

S67°23'41"W 9.00'

16.82'

NW COR
SEC. 1-79-26
FND ALUM IDOT DISC

ROADWAY
EASEMENT

FND IDOT
ROW
MARKER

NE 1/4 NW 1/4
SEC. 1-79-26

S02°45'33"W 360.90'

N90°00'00"W
99.71'

S88°50'34"W 429.78'

S02°16'05"W 464.93'

N00°26'29"E 1746.09'

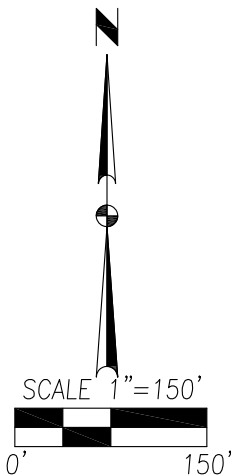
NW 1/4 NE 1/4
SEC. 1-79-26

NE 1/4 NW 1/4
SEC. 1-79-26

30.00' SANITARY
SEWER EASEMENT

S01°21'50"W 868.14'

GRID NORTH
IOWA STATE PLANE
COORDINATE SYSTEM
SOUTH ZONE



LEGEND

SECTION CORNER AS NOTED
1/2" REBAR, YELLOW PLASTIC CAP#15980
(UNLESS OTHERWISE NOTED)

MEASURED BEARING & DISTANCE
RECORDED BEARING & DISTANCE

SECTION LINE
PROPERTY LINE

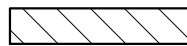
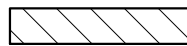
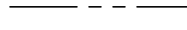
PERPETUAL EASEMENT 117,158 SQ. FT.

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M

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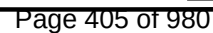
SHEET 3 OF 3

SHEET 2 OF 3



2 / 3
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SHEET 2 OF 3



CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM:

BACKGROUND: With the development of the plans for WRA Connector Project, it was determined that certain easements were necessary to construct the project. Those easements have been acquired; however, the seasonal crops were already planted prior to the acquisition. As the project also extended beyond the planting season, crops were not able to be planted the following year. The purchase agreement identified that the City would reimburse the tenant (Matt Shafer) for these crop losses, totaling \$9,033.00

BUDGETARY CONSIDERATIONS: \$9,033.00

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: N/A

RESPONSIBLE STAFF/CONTACT INFORMATION:

Alex Pfaltzgraff, Development Services Director, 515-986-4050, apfaltzgraff@grimesiowa.gov

Prepared by: Alex Pfaltzgraff

Return to: Alex Pfaltzgraff

RESOLUTION NO. _____

RESOLUTION APPROVING FARM TENANT CROP LOSS AGREEMENT – MATT
SHAFFER

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

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

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

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

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

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

PASSED AND APPROVED this 23rd day of January 2024.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

FARM TENANT CROP LOSS AGREEMENT

This FARM TENANT CROP LOSS AGREEMENT (this “Agreement”) is made by and between the City of Grimes, Iowa, a municipal corporation (the “City”), and Matt Shafer (the “Tenant”)

RECITALS

- A. In connection with the construction of public sanitary sewer improvements, the City acquired certain easement interest(s) in the real estate located in Dallas County more particularly depicted and described on the Acquisition Plat attached hereto as **Exhibit A** (the “Property”); and
- B. The City has executed a purchase agreement with the owner of said Property, in which Tenant has been identified as the farm tenant for the 2022 and 2023 crop year pursuant to an oral farm tenancy agreement; and

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

- 1. CROP DAMAGE PAYMENT. The City hereby agrees to pay \$9,033.00 to Tenant as compensation for damages to the growing crops located on the Property, for the 2022 and 2023 crop year. The parties acknowledge and agree that the Crop Damage Payment contemplated in this Agreement fairly and reasonably calculates the amount of anticipated damages to Tenant as a result of the construction of the improvements.
- 2. INDEMNIFICATION. Tenant hereby releases and agrees to indemnify the City, its employees, agents, and contractors from all liability for disputes, claims, damages or causes of action related to or arising from the Lease, including the performance or non-performance of any of Tenant’s obligations pursuant to its terms. Tenant will protect and defend the City, its employees, agents and contractors against all claims by the Property Owner, tenant suppliers and any other persons rendering services to the Tenant with respect to the above described property.
- 3. RENEGOTIATION. Pursuant to Iowa Code Section 6B.52, the City hereby gives notice to Tenant that Tenant has a right to renegotiate construction or maintenance damages which are not apparent as of the date of this Agreement.
- 4. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

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

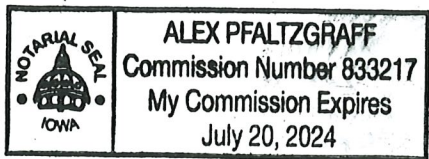
Signed this 8th day of January, 2024.

TENANT

[Signature]

STATE OF Iowa)
) SS.
COUNTY OF Polk)

On this 8th day of January, 2024, before me, the undersigned, personally appeared Matt Shaber, known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



[Signature]
Signature of Notary Public

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement Agreement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the ____ day of _____, 2024, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 20__.

City Clerk of Grimes, Iowa

Exhibit A

“Attached as PDF”

EASEMENT PLAT

FOR PERPETUAL SANITARY SEWER BEING
CONVEYED TO THE CITY OF GRIMES

OWNER/MAILING ADDRESS

HD LLC
POB 3784
URBANDALE, IA
50323-0784

PHYSICAL ADDRESS

N/A

PARCEL NO.

DISTRICT/PARCEL GEOPARCEL	311/00347-500-110 8025-30-300-013
DISTRICT/PARCEL GEOPARCEL	311/00347-500-111 8025-30-300-012
DISTRICT/PARCEL GEOPARCEL	311-00347-500-106 8025-30-300-008

PERPETUAL SANITARY SEWER EASEMENT DESCRIPTION

A PART OF PARCELS 'H' & 'G' OF LOT 1, PEITZMAN'S SUBDIVISION AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 15019, PAGE 56 AND A PART OF PARCEL 'C' OF LOT 1, PEITZMAN'S SUBDIVISION AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 14454, PAGE 913, IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 'H'; THENCE NORTH 89°53'32" EAST ALONG THE SOUTH LINE OF SAID PARCEL 'H', 619.97 FEET TO THE POINT OF BEGINNING; THENCE NORTH 58°00'54" EAST, 22.72 FEET; THENCE NORTH 89°53'32" EAST, 955.72 FEET; THENCE NORTH 00°02'43" WEST, 889.95 FEET; THENCE NORTH 40°18'12" EAST, 608.41 FEET TO THE NORTH LINE OF SAID PARCEL 'C'; THENCE SOUTH 84°01'33" EAST ALONG SAID NORTH LINE, 54.49 FEET; THENCE SOUTH 40°18'12" WEST, 468.41 FEET; THENCE SOUTH 89°59'32" EAST, 492.19 FEET; THENCE NORTH 82°22'20" EAST, 145.62 FEET; THENCE NORTH 72°45'14" EAST, 124.93 FEET; THENCE NORTH 64°15'34" EAST, 233.14 FEET; THENCE SOUTH 00°14'07" WEST, 185.41 FEET; THENCE NORTH 65°13'45" EAST, 10.78 FEET TO THE EAST LINE OF SAID PARCEL 'C'; THENCE SOUTH 00°14'11" WEST ALONG SAID EAST LINE, 22.07 FEET; THENCE SOUTH 65°13'45" WEST, 32.85 FEET; THENCE NORTH 00°14'07" EAST, 184.81 FEET; THENCE SOUTH 64°15'34" WEST, 202.64 FEET; THENCE SOUTH 72°45'14" WEST, 128.10 FEET; THENCE SOUTH 82°22'20" WEST, 148.64 FEET; THENCE NORTH 89°59'32" WEST, 510.49 FEET; THENCE SOUTH 40°18'12" WEST, 127.97 FEET; THENCE SOUTH 00°02'43" EAST, 885.37 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89°53'32" WEST ALONG SAID SOUTH LINE, 364.72 FEET; THENCE SOUTH 89°53'32" WEST CONTINUING ALONG SAID SOUTH LINE, 1020.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.38 ACRES (103,493 SQUARE FEET).

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

TEMPORARY CONSTRUCTION EASEMENT 'A' DESCRIPTION

A PART OF PARCELS 'H' & 'G' OF LOT 1, PEITZMAN'S SUBDIVISION AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 15019, PAGE 56 AND A PART OF PARCEL 'C' OF LOT 1, PEITZMAN'S SUBDIVISION AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 14454, PAGE 913, IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 'H'; THENCE SOUTH 89°53'32" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 693.11 FEET; THENCE NORTH 58°01'51" EAST, 89.04 FEET; THENCE NORTH 89°53'32" EAST, 902.30 FEET; THENCE NORTH 00°01'15" WEST, 845.15 FEET; THENCE NORTH 40°18'09" EAST, 624.65 FEET TO THE NORTH LINE OF SAID PARCEL 'C'; THENCE SOUTH 84°01'33" EAST ALONG SAID NORTH LINE, 121.09 FEET; THENCE SOUTH 40°18'09" WEST, 410.19 FEET; THENCE SOUTH 89°59'32" EAST, 409.72 FEET; THENCE NORTH 82°22'20" EAST, 139.59 FEET; THENCE NORTH 72°45'14" EAST, 118.60 FEET; THENCE NORTH 64°15'34" EAST, 260.53 FEET TO THE EAST LINE OF SAID PARCEL 'C'; THENCE SOUTH 00°14'11" WEST ALONG SAID EAST LINE, 296.32 FEET; THENCE SOUTH 65°13'45" WEST, 76.98 FEET; THENCE NORTH 00°14'07" EAST, 183.63 FEET; THENCE SOUTH 64°15'34" WEST, 141.63 FEET; THENCE SOUTH 72°45'14" WEST, 134.44 FEET; THENCE SOUTH 82°22'20" WEST, 154.68 FEET; THENCE NORTH 89°59'32" WEST, 501.19 FEET; THENCE SOUTH 40°18'09" WEST, 114.93 FEET; THENCE SOUTH 00°01'15" EAST, 855.28 FEET TO SAID SOUTH LINE OF LOT 1; THENCE SOUTH 89°53'32" WEST ALONG SAID SOUTH LINE, 384.73 FEET TO THE POINT OF BEGINNING AND EXCEPTING OUT PERPETUAL EASEMENT REFERENCED ABOVE. TEMPORARY EASEMENT CONTAINING 4.63 ACRES (201,866 SQUARE FEET).

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



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

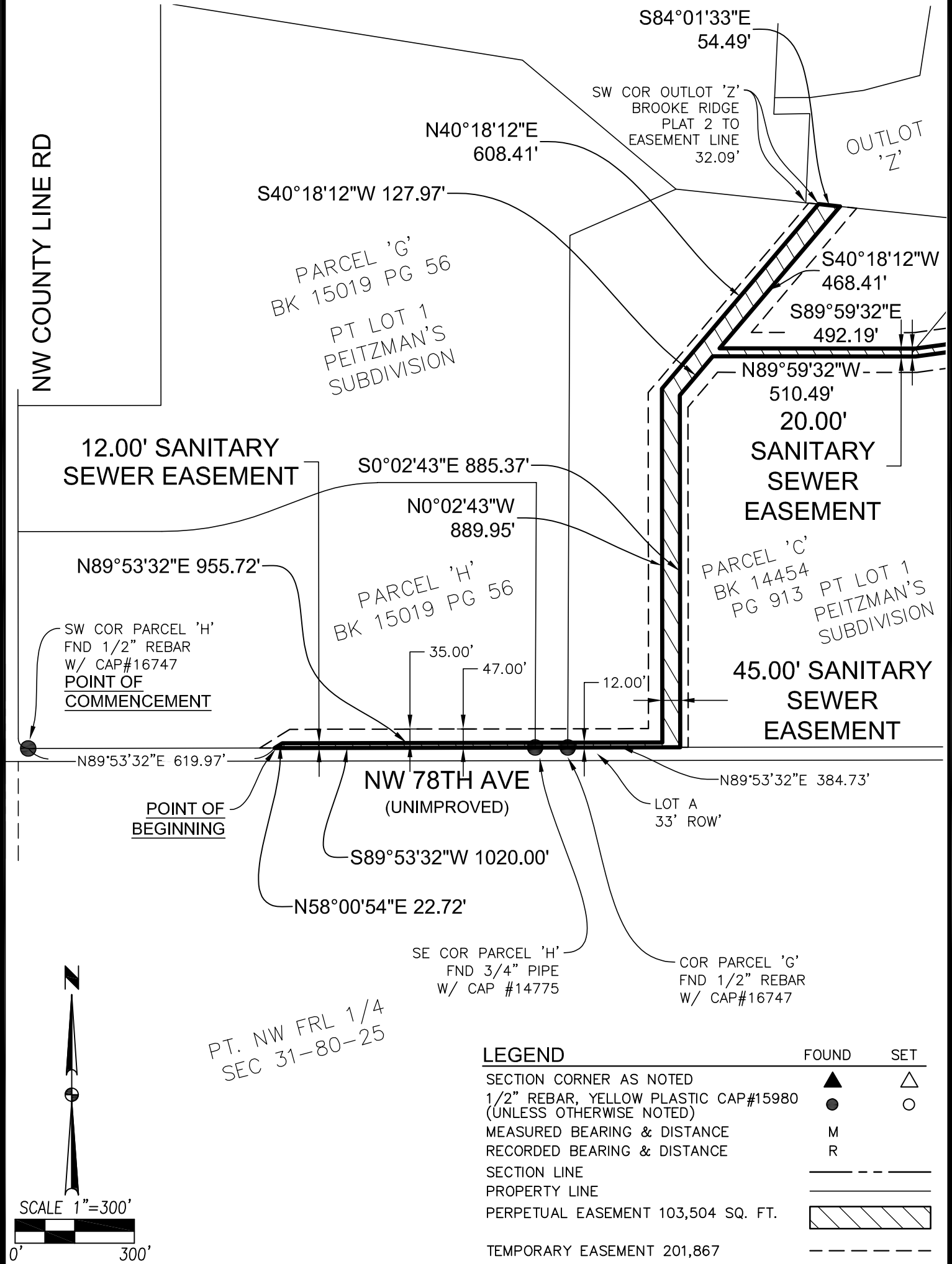
MICHAEL A. BROONER, P.L.S. 6-3-2021
DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL:

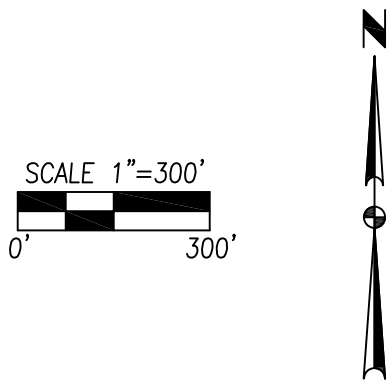
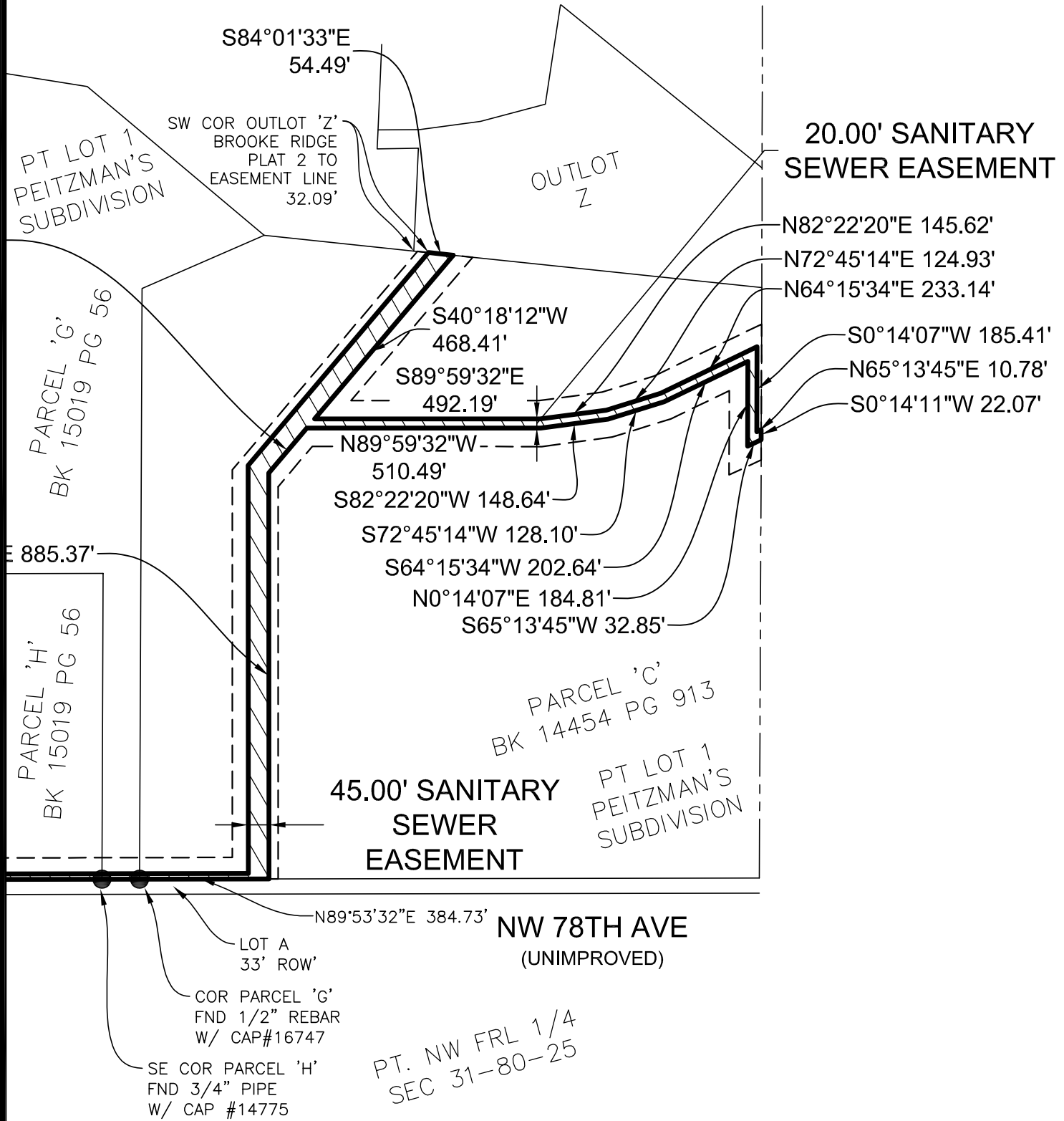
SHEETS 1-4

GRIMES - WRA CONNECTOR

EASEMENT PLAT
FOR PERPETUAL SANITARY SEWER BEING
CONVEYED TO THE CITY OF GRIMES
PERPETUAL EASEMENT

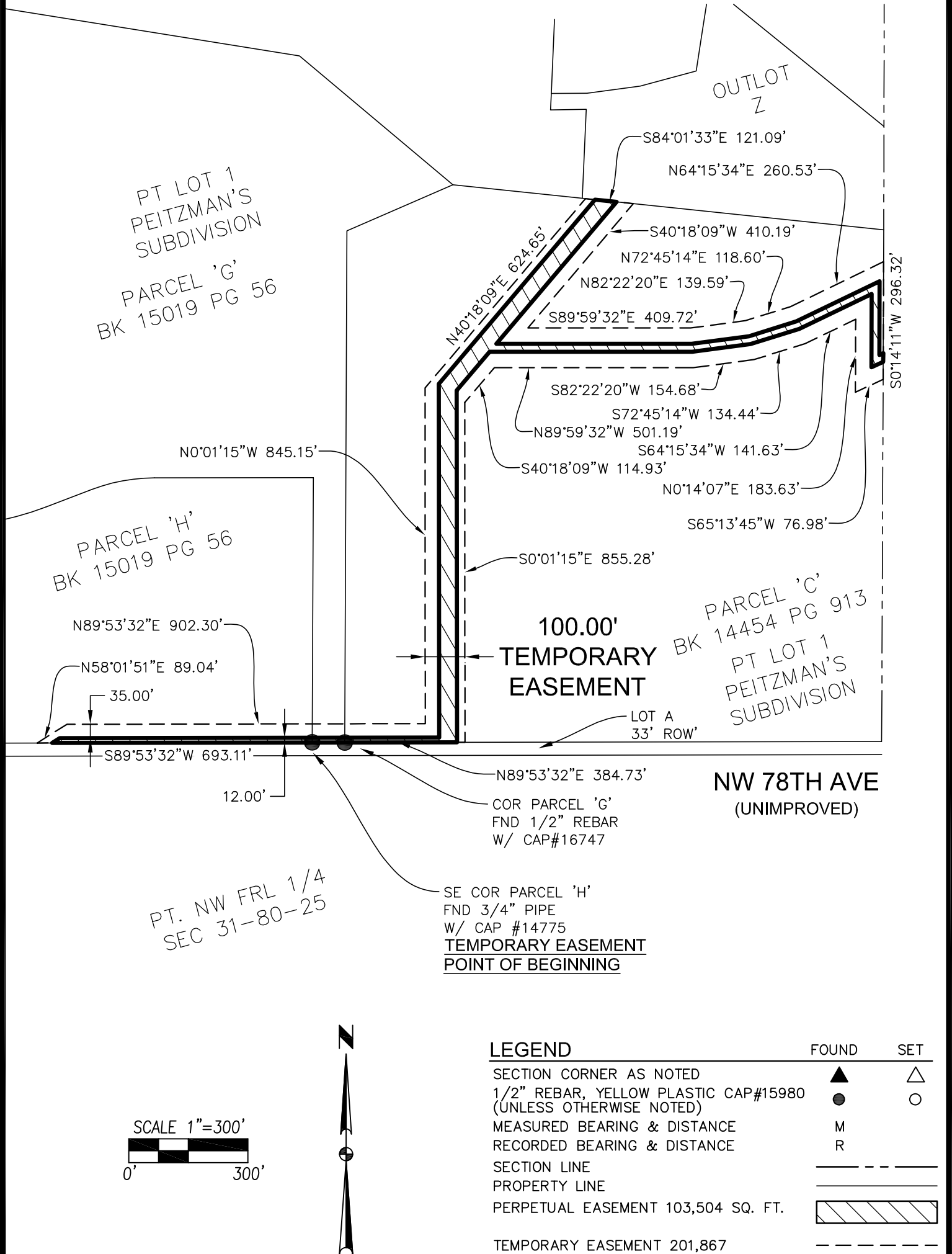


EASEMENT PLAT
FOR PERPETUAL SANITARY SEWER BEING
CONVEYED TO THE CITY OF GRIMES
PERPETUAL EASEMENT



LEGEND	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW PLASTIC CAP#15980 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
SECTION LINE	---	---
PROPERTY LINE	---	---
PERPETUAL EASEMENT 103,504 SQ. FT.		
TEMPORARY EASEMENT 201,867		---

EASEMENT PLAT
FOR PERPETUAL SANITARY SEWER BEING
CONVEYED TO THE CITY OF GRIMES
TEMPORARY EASEMENT



LEGEND	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW PLASTIC CAP#15980 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
SECTION LINE	---	
PROPERTY LINE	---	
PERPETUAL EASEMENT 103,504 SQ. FT.		
TEMPORARY EASEMENT 201,867		---

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM:

BACKGROUND: With the development of the plans for WRA Connector Project, it was determined that certain easements were necessary to construct the project. Those easements have been acquired; however, the seasonal crops were already planted prior to the acquisition. As the project also extended beyond the planting season, crops were not able to be planted the following year. The purchase agreement identified that the City would reimburse the tenant (Dan Knoll) for these crop losses, totaling \$7,000.00

BUDGETARY CONSIDERATIONS: \$7,000

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: N/A

RESPONSIBLE STAFF/CONTACT INFORMATION:

Alex Pfaltzgraff, Development Services Director, 515-986-4050, apfaltzgraff@grimesiowa.gov

Prepared by: Alex Pfaltzgraff

Return to: Alex Pfaltzgraff

RESOLUTION NO. _____

RESOLUTION APPROVING FARM TENANT CROP LOSS AGREEMENT - KNOLL

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

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

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

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

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

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

PASSED AND APPROVED this 23rd day of January 2024.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

FARM TENANT CROP LOSS AGREEMENT

This FARM TENANT CROP LOSS AGREEMENT (this “Agreement”) is made by and between the City of Grimes, Iowa, a municipal corporation (the “City”), and Dan Knoll (the “Tenant”)

RECITALS

- A. In connection with the construction of public sanitary sewer improvements, the City acquired certain easement interest(s) in the real estate located in Dallas County more particularly depicted and described on the Acquisition Plat attached hereto as Exhibit A (the “Property”); and
- B. The City has executed a purchase agreement with the owner of said Property, in which Tenant has been identified as the farm tenant for the 2022 and 2023 crop year pursuant to an oral farm tenancy agreement; and

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

1. CROP DAMAGE PAYMENT. The City hereby agrees to pay \$7,000 to Tenant as compensation for damages to the growing crops located on the Property, for the 2022 and 2023 crop year. The parties acknowledge and agree that the Crop Damage Payment contemplated in this Agreement fairly and reasonably calculates the amount of anticipated damages to Tenant as a result of the construction of the improvements.
2. INDEMNIFICATION. Tenant hereby releases and agrees to indemnify the City, its employees, agents, and contractors from all liability for disputes, claims, damages or causes of action related to or arising from the Lease, including the performance or non-performance of any of

On this _____ day of _____, 2024, before me,
the _____ undersigned, _____ personally appeared
_____, known to me to be the
identical persons named in and who executed the foregoing
instrument and acknowledged that they executed the same as
their voluntary act and deed.

Signature of Notary Public

1.

2.

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Rochelle Williams, City Clerk of the City of Grimes,
Iowa, do hereby certify that the within and foregoing
Easement Agreement was duly approved and accepted by
the City Council of said City of Grimes by Resolution No.
_____, passed on the _____ day of
_____, 2024, and this certificate is made
pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20__.

City Clerk of Grimes, Iowa

Exhibit A

“Attached as PDF”

EASEMENT DRAWING

PROPERTY OWNER:
JERRY L. WITMER
BK2004 PG7627

FOR PERPETUAL SANITARY SEWER
BEING CONVEYED TO THE WRA

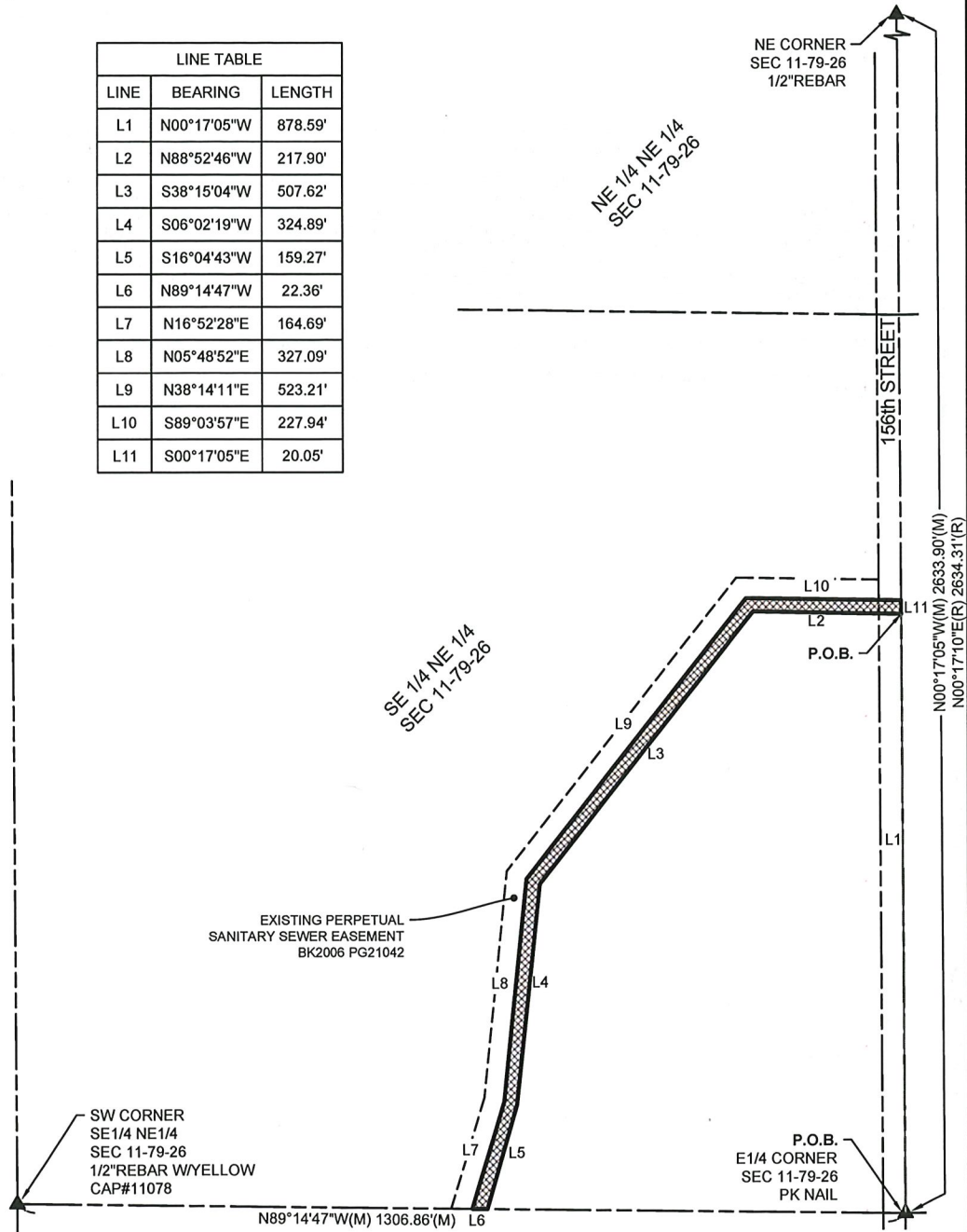
PARCEL NO.
1211200004

MAILING ADDRESS:
5940 156th STREET
GRIMES, IA 50111

PHYSICAL ADDRESS:
5940 156th STREET
GRIMES, IA 50111

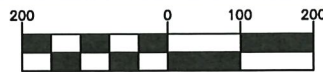
LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°17'05"W	878.59'
L2	N88°52'46"W	217.90'
L3	S38°15'04"W	507.62'
L4	S06°02'19"W	324.89'
L5	S16°04'43"W	159.27'
L6	N89°14'47"W	22.36'
L7	N16°52'28"E	164.69'
L8	N05°48'52"E	327.09'
L9	N38°14'11"E	523.21'
L10	S89°03'57"E	227.94'
L11	S00°17'05"E	20.05'

DRAWN TJP CHECKED EMG APPROVED HRV DATE 12-20-20



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- (M) MEASURED BEARING OR DIMENSION
- (R) RECORDED BEARING OR DIMENSION
- SECTION LINE
- PROPERTY LINE
- ▨ PERPETUAL EASEMENT 24,413 SQ.FT. OR 0.56 ACRES



GRID NORTH
IOWA STATE PLANE
COORDINATE SYSTEM
SOUTH ZONE



GRIMES - WRA CONNECTOR
WRA PROJECT NO.: XX-XXXX-XXX

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 Land Surveyor under the laws of the State of Iowa.
Signed _____

Date _____



Eric M. Green, P.L.S.
Iowa License No. 17758
My license renewal date is December 31, 2021
Drawings covered by this seal: Sheets 1 and 2

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266-1320
515-225-8000

EXHIBIT

PE-5379

SHEET 1 OF 2

128107

EASEMENT DRAWING

PROPERTY OWNER:

JERRY L. WITMER
BK2004 PG7627

FOR PERPETUAL SANITARY SEWER
BEING CONVEYED TO THE WRA

PARCEL NO.

1212100001
1212100003

MAILING ADDRESS:

5940 156th STREET
GRIMES, IA 50111

PHYSICAL ADDRESS:

6019 156th STREET
URBAN DALE, IA 50323

LEGAL DESCRIPTION:

A PERPETUAL SANITARY SEWER EASEMENT LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5th P.M, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST CORNER OF SECTION 11; THENCE NORTH 00°17'05" WEST ALONG THE EAST LINE OF SAID SECTION 11, 878.59 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°52'46" WEST, 217.90 FEET; THENCE SOUTH 38°15'04" WEST, 507.62 FEET; THENCE SOUTH 06°02'19" WEST, 324.89 FEET; THENCE SOUTH 16°04'43" WEST, 159.27 FEET TO THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 89°14'47" WEST ALONG SAID SOUTH LINE, 22.36 FEET TO THE SOUTHEAST CORNER OF AN EXISTING PERPETUAL SANITARY SEWER EASEMENT AS SHOWN IN BOOK 2006 ON PAGE 21042 IN THE DALLAS COUNTY RECORDER'S OFFICE; THENCE NORTH 16°52'28" EAST ALONG THE EAST LINE OF SAID EXISTING EASEMENT, 164.69 FEET; THENCE NORTH 05°48'52" EAST ALONG SAID EAST LINE, 327.09 FEET; THENCE NORTH 38°14'11" EAST ALONG SAID EAST LINE, 523.21 FEET; THENCE SOUTH 89°03'57" EAST ALONG THE SOUTH LINE OF SAID EXISTING EASEMENT, 227.94 FEET TO SAID EAST LINE OF SECTION 11; THENCE SOUTH 00°17'05" EAST ALONG SAID EAST LINE, 20.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 24,413 SQUARE FEET OR 0.56 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

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

DRAWN TJP CHECKED EMG APPROVED HRV DATE 12-20-20

GRIMES - WRA CONNECTOR
WRA PROJECT NO.: XX-XXXX-XXX

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266-1320
515-225-8000

EXHIBIT

PE-5379

Rev/By

SHEET 2 OF 2

128107

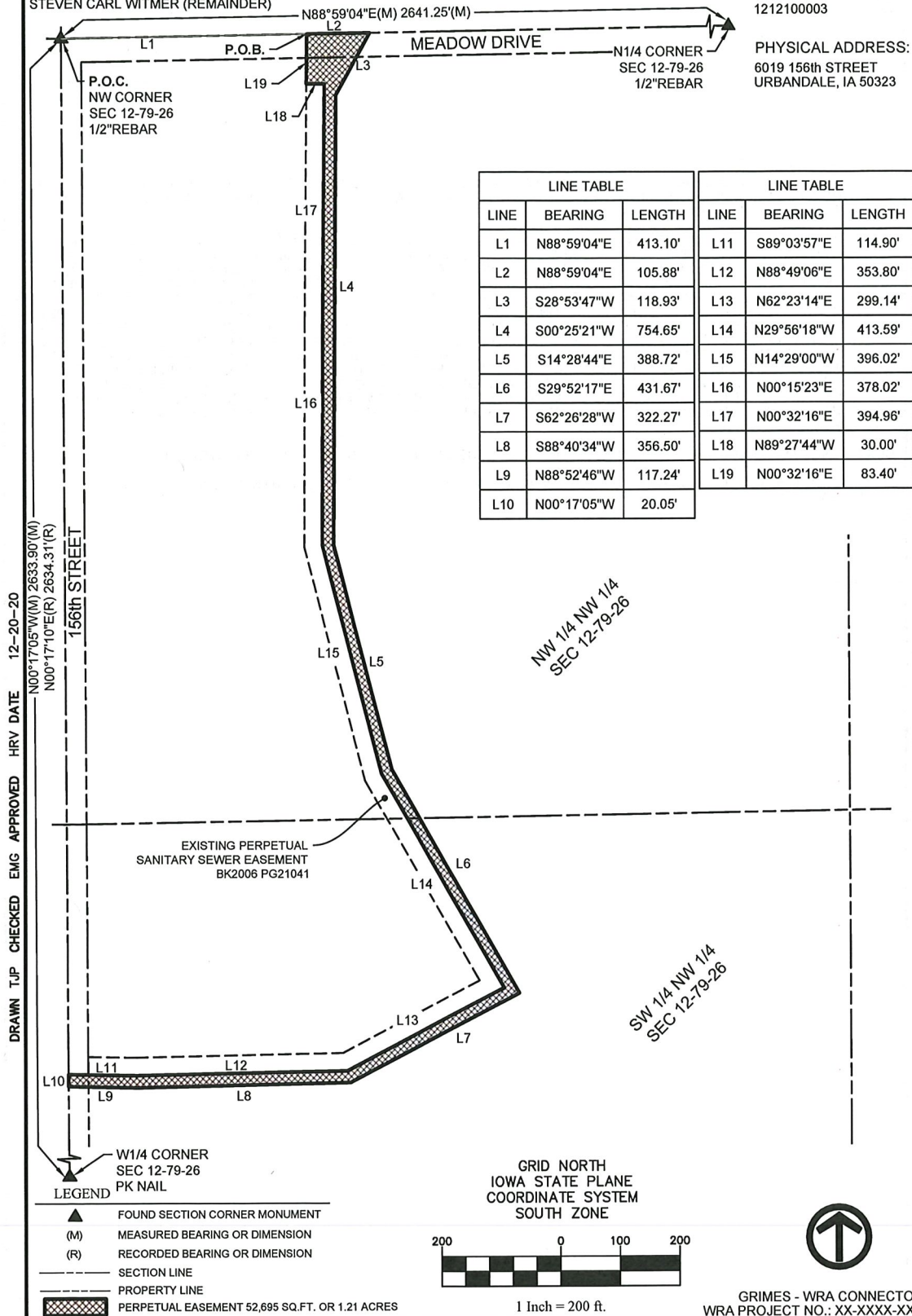
PROPERTY OWNER:
JERRY L. WITMER (LIFE ESTATE)
MICHAEL ROBERT WITMER (REMAINDER)
DAVID JOSEPH WITMER (REMAINDER)
STEVEN CARL WITMER (REMAINDER)

EASEMENT DRAWING

FOR PERPETUAL SANITARY SEWER
BEING CONVEYED TO THE WRA

MAILING ADDRESS:
5940 156th STREET
GRIMES, IA 50111
PARCEL NO.
1212100001
1212100003

PHYSICAL ADDRESS:
6019 156th STREET
URBANDALE, IA 50323



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 Land Surveyor under the laws of the State of Iowa.

Signed

Date



Eric M. Green, P.L.S.
Iowa License No. 17758
My license renewal date is December 31, 2021

Drawings covered by this seal: Sheets 1 and 2

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266-1320
515-225-8000

EXHIBIT

PE-5381

SHEET 1 OF 2

EASEMENT DRAWING

PROPERTY OWNER:

JERRY L. WITMER (LIFE ESTATE)
MICHAEL ROBERT WITMER (REMAINDER)
DAVID JOSEPH WITMER (REMAINDER)
STEVEN CARL WITMER (REMAINDER)

FOR PERPETUAL SANITARY SEWER
BEING CONVEYED TO THE WRA

PARCEL NO.

1212100001
1212100003

MAILING ADDRESS:

5940 156th STREET
GRIMES, IA 50111

PHYSICAL ADDRESS:

6019 156th STREET
URBANDALE, IA 50323

LEGAL DESCRIPTION:

A PERPETUAL SANITARY SEWER EASEMENT LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5th P.M, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 12; THENCE NORTH 88°59'04" EAST ALONG THE NORTH LINE OF SAID SECTION 12, 413.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°59'04" EAST ALONG SAID NORTH LINE, 105.88 FEET; THENCE SOUTH 28°53'47" WEST, 118.93 FEET; THENCE SOUTH 00°25'21" WEST, 754.65 FEET; THENCE SOUTH 14°28'44" EAST, 388.72 FEET; THENCE SOUTH 29°52'17" EAST, 431.67 FEET; THENCE SOUTH 62°26'28" WEST, 322.27 FEET; THENCE SOUTH 88°40'34" WEST, 356.50 FEET; THENCE NORTH 88°52'46" WEST, 117.24 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12; THENCE NORTH 00°17'05" WEST ALONG SAID WEST LINE, 20.05 FEET TO THE SOUTH LINE OF AN EXISTING PERPETUAL SANITARY SEWER EASEMENT AS SHOW IN BOOK 2006 ON PAGE 21041 IN THE DALLAS COUNTY RECORDER'S OFFICE EXTENDED TO THE WEST; THENCE SOUTH 89°03'57" EAST ALONG SAID SOUTH LINE, 114.90 FEET; THENCE NORTH 88°49'06" EAST ALONG SAID SOUTH LINE, 353.80 FEET; THENCE NORTH 62°23'14" EAST, 299.14 FEET ALONG SAID SOUTH LINE; THENCE NORTH 29°56'18" WEST ALONG THE EAST LINE OF SAID EXISTING PERPETUAL EASEMENT, 413.59 FEET; THENCE NORTH 14°29'00" WEST ALONG SAID EAST LINE, 396.02 FEET; THENCE NORTH 00°15'23" EAST ALONG SAID EAST LINE, 378.02 FEET; THENCE NORTH 00°32'16" EAST ALONG SAID EAST LINE, 394.96 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 89°27'44" WEST ALONG THE NORTH LINE OF SAID EXISTING PERPETUAL EASEMENT, 30.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 00°32'16" EAST, 83.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 52,695 SQUARE FEET OR 1.21 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

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

DRAWN TJP CHECKED EMG APPROVED HRV DATE 12-20-20

GRIMES - WRA CONNECTOR
WRA PROJECT NO.: XX-XXXX-XXX

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266-1320
515-225-8000

EXHIBIT

PE-5381

Rev/By

SHEET 2 OF 2

128107

EASEMENT DRAWING

PROPERTY OWNER:
JERRY L. WITMER
BK2004 PG7627

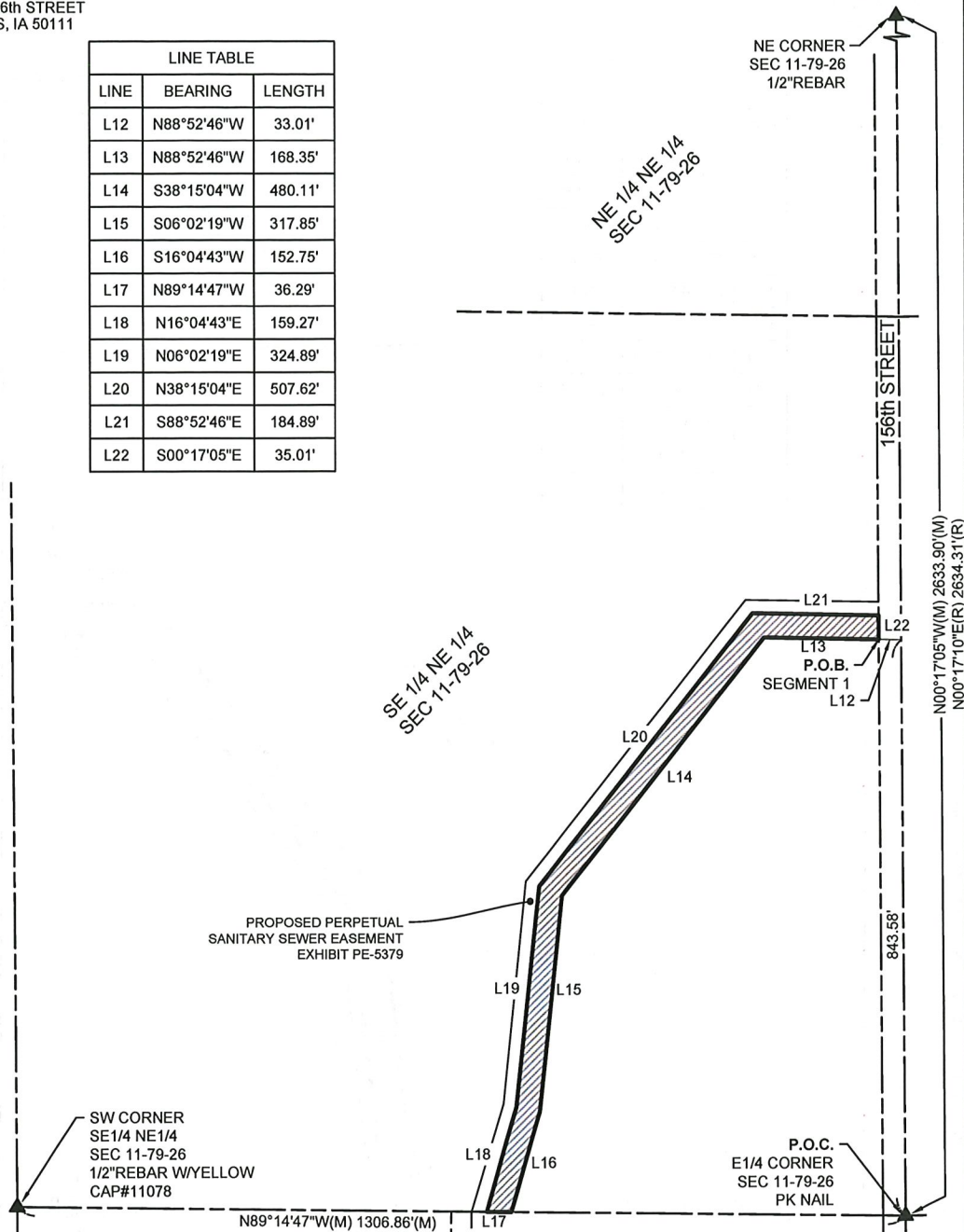
FOR TEMPORARY CONSTRUCTION
BEING CONVEYED TO THE WRA

PARCEL NO.
1211200004
PHYSICAL ADDRESS:
5940 156th STREET
GRIMES, IA 50111

MAILING ADDRESS:
5940 156th STREET
GRIMES, IA 50111

LINE TABLE		
LINE	BEARING	LENGTH
L12	N88°52'46"W	33.01'
L13	N88°52'46"W	168.35'
L14	S38°15'04"W	480.11'
L15	S06°02'19"W	317.85'
L16	S16°04'43"W	152.75'
L17	N89°14'47"W	36.29'
L18	N16°04'43"E	159.27'
L19	N06°02'19"E	324.89'
L20	N38°15'04"E	507.62'
L21	S88°52'46"E	184.89'
L22	S00°17'05"E	35.01'

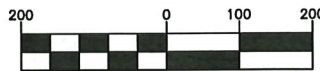
DRAWN TJP CHECKED ENG APPROVED HRY DATE 12-20-20



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
 - (M) MEASURED BEARING OR DIMENSION
 - (R) RECORDED BEARING OR DIMENSION
 - SECTION LINE
 - PROPERTY LINE
 - ▨ TEMPORARY EASEMENT
- SEGMENT 1: 40,175 SQ. FT. OR 0.92 ACRES
SEGMENT 2: 56,208 SQ. FT. OR 1.29 ACRES
TOTAL AREA: 96,381 SQ. FT. OR 2.21 ACRES

GRID NORTH
IOWA STATE PLANE
COORDINATE SYSTEM
SOUTH ZONE



1 Inch = 200 ft.



GRIMES - WRA CONNECTOR
WRA PROJECT NO.: XX-XXXX-XXX

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 Land Surveyor under the laws of the State of Iowa.
Signed _____

Date _____



Eric M. Green, P.L.S.
Iowa License No. 17758
My license renewal date is December 31, 2021

Drawings covered by this seal: Sheets 1 through 3

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266-1320
515-225-8000

EXHIBIT

TE-5379

SHEET 1 OF 3

128107

EASEMENT DRAWING

PROPERTY OWNER:
JERRY L. WITMER
BK2004 PG7627

FOR TEMPORARY CONSTRUCTION
BEING CONVEYED TO THE WRA

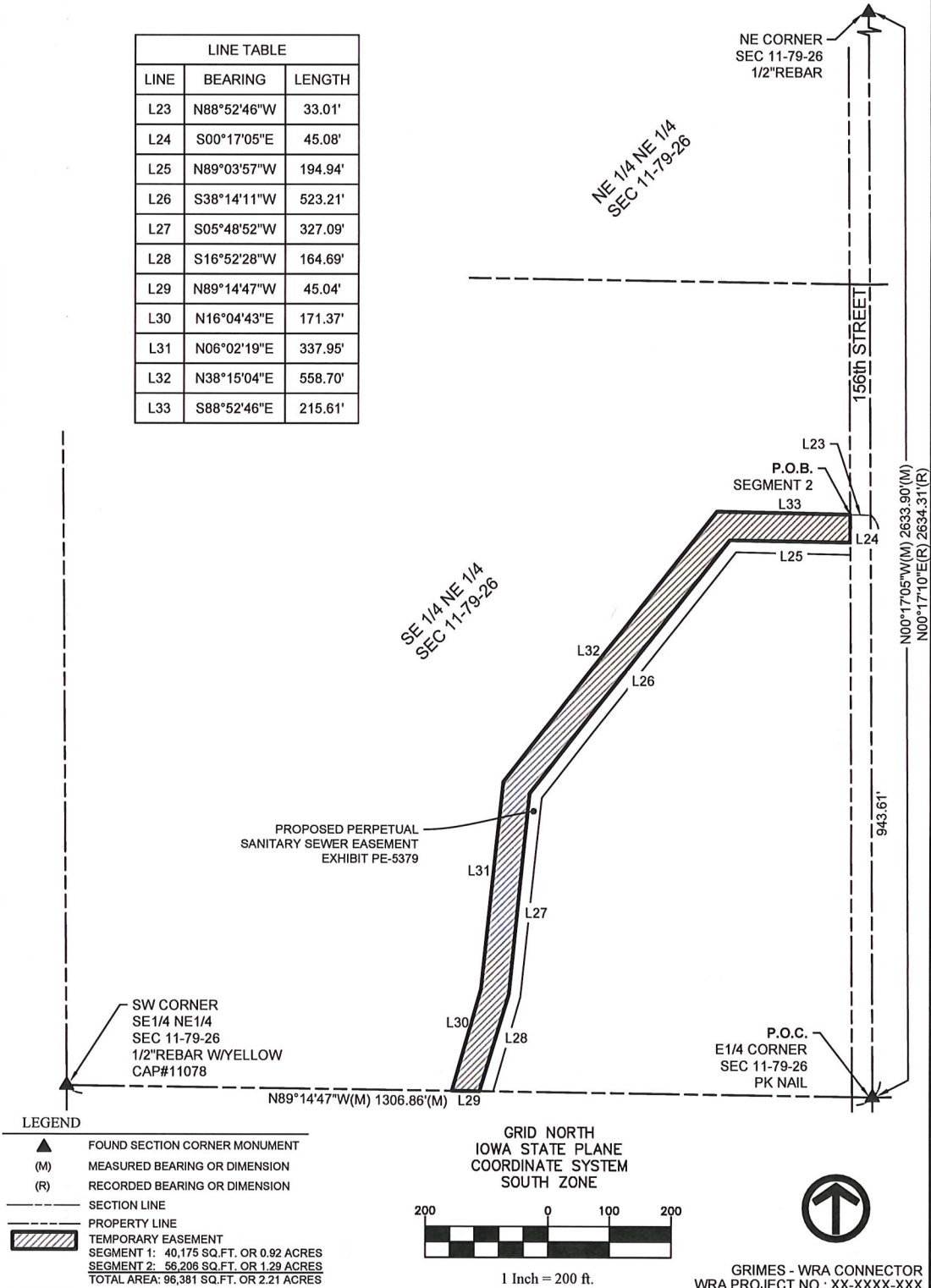
PARCEL NO.
1211200004

MAILING ADDRESS:
5940 156th STREET
GRIMES, IA 50111

PHYSICAL ADDRESS:
5940 156th STREET
GRIMES, IA 50111

LINE TABLE		
LINE	BEARING	LENGTH
L23	N88°52'46"W	33.01'
L24	S00°17'05"E	45.08'
L25	N89°03'57"W	194.94'
L26	S38°14'11"W	523.21'
L27	S05°48'52"W	327.09'
L28	S16°52'28"W	164.69'
L29	N89°14'47"W	45.04'
L30	N16°04'43"E	171.37'
L31	N06°02'19"E	337.95'
L32	N38°15'04"E	558.70'
L33	S88°52'46"E	215.61'

DRAWN TJP CHECKED EMG APPROVED HRV DATE 12-20-20



128107

Rev/By

EXHIBIT

TE-5379

SHEET 2 OF 3

EASEMENT DRAWING

PROPERTY OWNER:
JERRY L. WITMER
BK2004 PG7627

FOR TEMPORARY CONSTRUCTION
BEING CONVEYED TO THE WRA

PARCEL NO.
1211200004

MAILING ADDRESS:
5940 156th STREET
GRIMES, IA 50111

PHYSICAL ADDRESS:
5940 156th STREET
URBANDALE, IA 50323

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5th P.M., DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED IN TWO (2) SEGMENTS AS FOLLOWS:

SEGMENT 1

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 11; THENCE NORTH 00°17'05" WEST ALONG THE EAST LINE OF SAID SECTION 11, 843.58 FEET; THENCE NORTH 88°52'46" WEST, 33.01 FEET TO THE WEST RIGHT-OF-WAY LINE OF 156TH STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°52'46" WEST, 168.35 FEET; THENCE SOUTH 38°15'04" WEST, 480.11 FEET; THENCE SOUTH 06°02'19" WEST, 317.85 FEET; THENCE SOUTH 16°04'43" WEST, 152.75 FEET TO THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE NORTH 89°14'47" WEST ALONG SAID SOUTH LINE, 36.29 FEET; THENCE NORTH 16°04'43" EAST, 159.27 FEET; THENCE NORTH 06°02'19" EAST, 324.89 FEET; THENCE NORTH 38°15'04" EAST, 507.62 FEET; THENCE SOUTH 88°52'46" EAST, 184.89 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00°17'05" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 35.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 40,175 SQUARE FEET OR 0.92 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

SEGMENT 2

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 11; THENCE NORTH 00°17'05" WEST ALONG THE EAST LINE OF SAID SECTION 11, 943.61 FEET; THENCE NORTH 88°52'46" WEST, 33.01 FEET TO THE WEST RIGHT-OF-WAY LINE OF 156TH STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 00°17'05" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 45.08 FEET; THENCE NORTH 89°03'57" WEST, 194.94 FEET; THENCE SOUTH 38°14'11" WEST, 523.21 FEET; THENCE SOUTH 05°48'52" WEST, 327.09 FEET; THENCE SOUTH 16°52'28" WEST, 164.69 FEET TO THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE NORTH 89°14'47" WEST ALONG SAID SOUTH LINE, 45.04 FEET; THENCE NORTH 16°04'43" EAST, 171.37 FEET; THENCE NORTH 06°02'19" EAST, 337.95 FEET; THENCE NORTH 38°15'04" EAST, 558.70 FEET; THENCE SOUTH 88°52'46" EAST, 215.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 56,206 SQUARE FEET OR 1.29 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

TOTAL AREA CONTAINING 96,381 SQUARE FEET OR 2.21 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

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

DRAWN TJP CHECKED EMG APPROVED HRV DATE 12-20-20

GRIMES - WRA CONNECTOR
WRA PROJECT NO.: XX-XXXX-XXX

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266-1320
515-225-8000

EXHIBIT

TE-5379

Rev/By

SHEET 3 OF 3

128107

PROPERTY OWNER:
JERRY L. WITMER (LIFE ESTATE)
MICHAEL ROBERT WITMER (REMAINDER)
DAVID JOSEPH WITMER (REMAINDER)
STEVEN CARL WITMER (REMAINDER)

EASEMENT DRAWING

FOR TEMPORARY CONSTRUCTION
BEING CONVEYED TO THE WRA

MAILING ADDRESS:

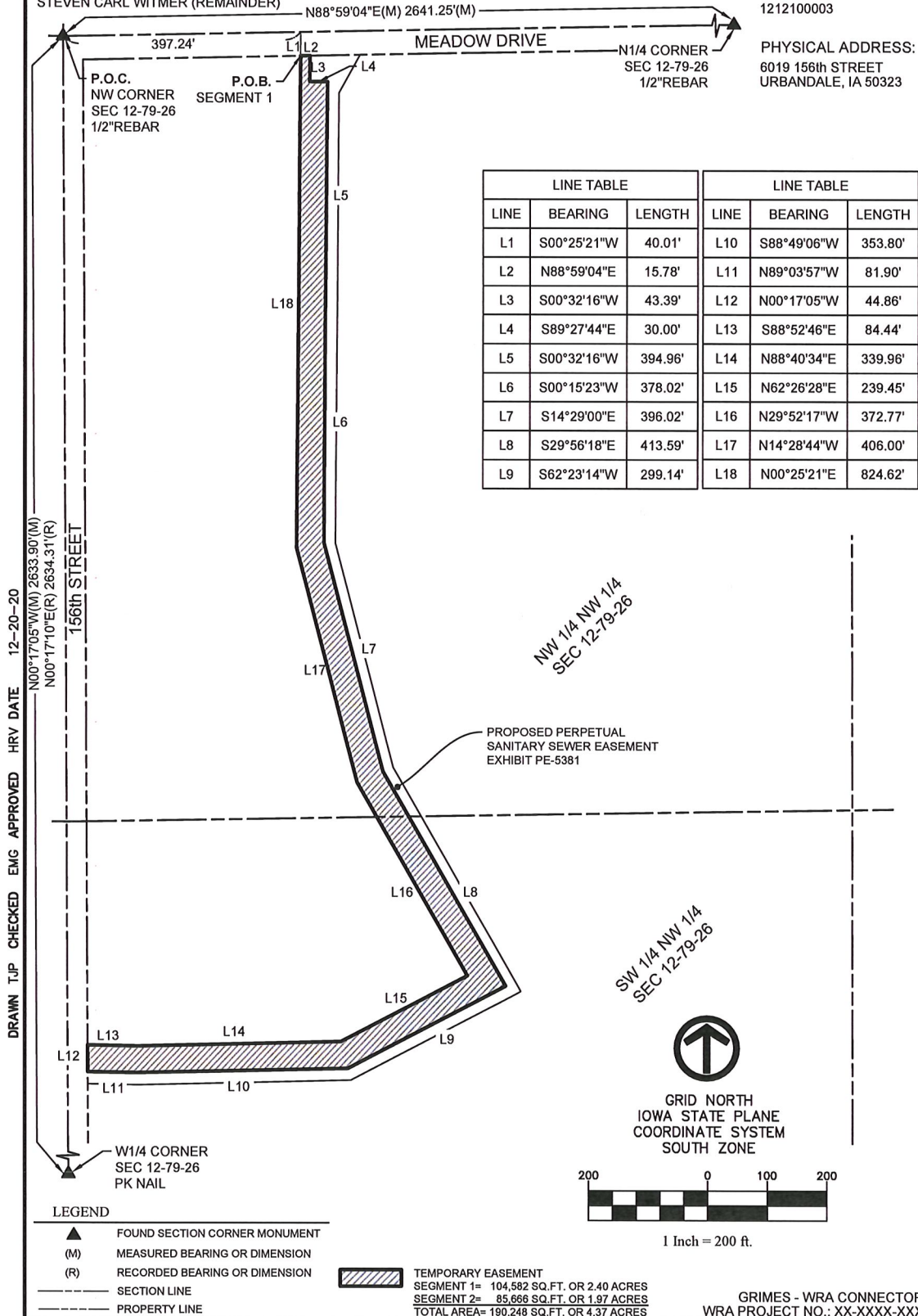
5940 156th STREET
GRIMES, IA 50111

PARCEL NO.

1212100001
1212100003

PHYSICAL ADDRESS:

6019 156th STREET
URBANDALE, IA 50323



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 Land Surveyor under the laws of the State of Iowa. Signed

Date



Eric M. Green, P.L.S.
Iowa License No. 17758
My license renewal date is December 31, 2021
Drawings covered by this seal: Sheets 1 through 3

Rev/By

GRIMES - WRA CONNECTOR
WRA PROJECT NO.: XX-XXXX-XXX

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266-1320
515-225-8000

EXHIBIT

TE-5381

SHEET 1 OF 3

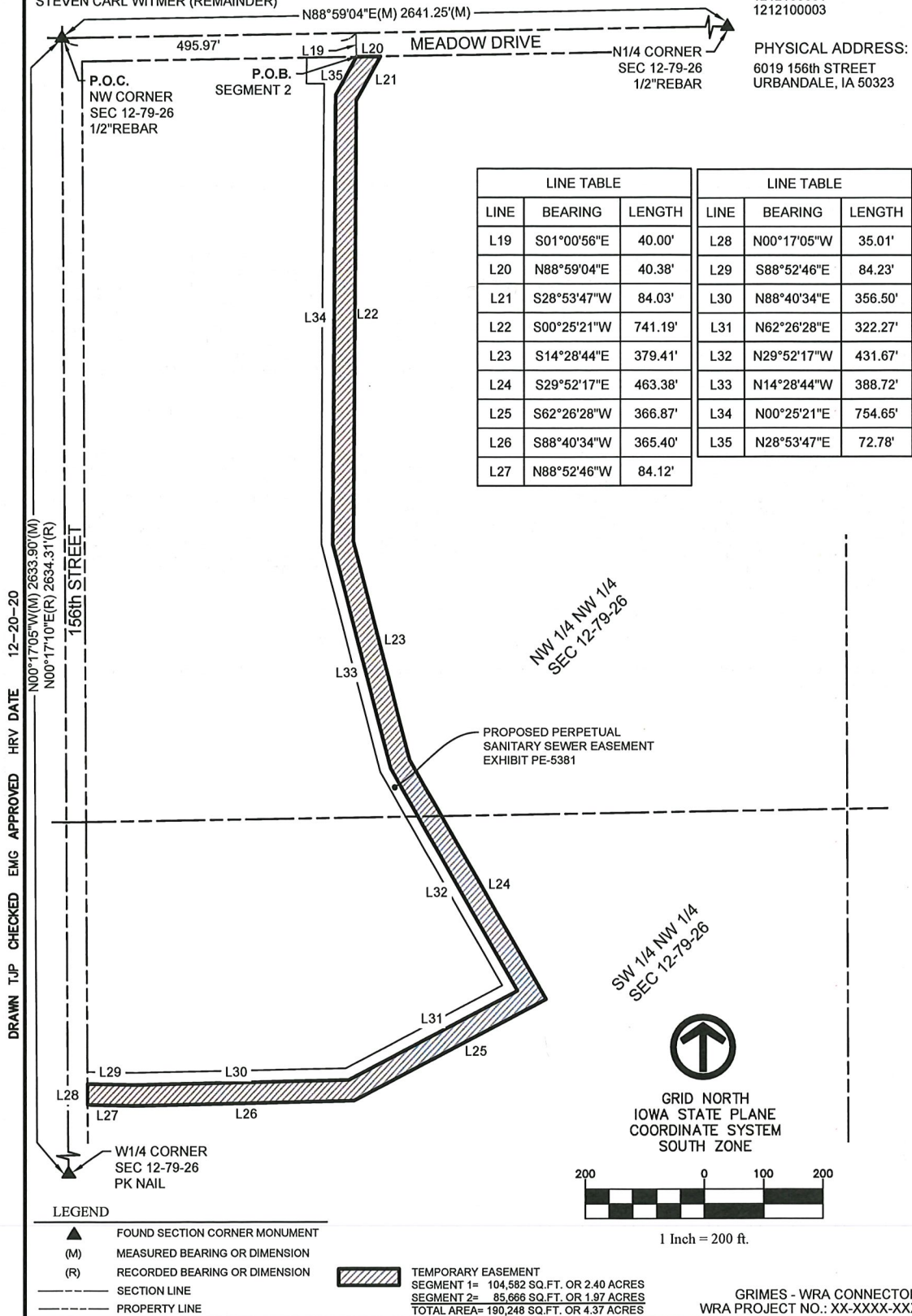
PROPERTY OWNER:
 JERRY L. WITMER (LIFE ESTATE)
 MICHAEL ROBERT WITMER (REMAINDER)
 DAVID JOSEPH WITMER (REMAINDER)
 STEVEN CARL WITMER (REMAINDER)

EASEMENT DRAWING

FOR TEMPORARY CONSTRUCTION
 BEING CONVEYED TO THE WRA

MAILING ADDRESS:
 5940 156th STREET
 GRIMES, IA 50111
 PARCEL NO.
 1212100001
 1212100003

PHYSICAL ADDRESS:
 6019 156th STREET
 URBANDALE, IA 50323



128107

EXHIBIT

TE-5381

SHEET 2 OF 3

EASEMENT DRAWING

PROPERTY OWNER:

JERRY L. WITMER (LIFE ESTATE)
MICHAEL ROBERT WITMER (REMAINDER)
DAVID JOSEPH WITMER (REMAINDER)
STEVEN CARL WITMER (REMAINDER)

FOR TEMPORARY CONSTRUCTION
BEING CONVEYED TO THE WRA

PARCEL NO.

1212100001
1212100003

MAILING ADDRESS:

5940 156th STREET
GRIMES, IA 50111

PHYSICAL ADDRESS:

6019 156th STREET
URBANDALE, IA 50323

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5th P.M, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED IN TWO (2) SEGMENTS AS FOLLOWS:

SEGMENT 1

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION SECTION 12; THENCE NORTH 88°59'04" EAST ALONG THE NORTH LINE OF SAID SECTION 12, 397.24 FEET; THENCE SOUTH 00°25'21" WEST, 40.01 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MEADOW DRIVE, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 88°59'04" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 15.78 FEET; THENCE SOUTH 00°32'16" WEST, 43.39 FEET; THENCE SOUTH 89°27'44" EAST, 30.00 FEET; THENCE SOUTH 00°32'16" WEST, 394.96 FEET; THENCE SOUTH 00°15'23" WEST, 378.02 FEET; THENCE SOUTH 14°29'00" EAST, 396.02 FEET; THENCE SOUTH 29°56'18" EAST, 413.59 FEET; THENCE SOUTH 62°23'14" WEST, 299.14 FEET; THENCE SOUTH 88°49'06" WEST, 353.80 FEET; THENCE NORTH 89°03'57" WEST, 81.90 FEET TO THE EAST RIGHT-OF-WAY LINE OF 156th STREET; THENCE NORTH 00°17'05" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 44.86 FEET; THENCE SOUTH 88°52'46" EAST, 84.44 FEET; THENCE NORTH 88°40'34" EAST, 339.96 FEET; THENCE NORTH 62°26'28" EAST, 239.45 FEET; THENCE NORTH 29°52'17" WEST, 372.77 FEET; THENCE NORTH 14°28'44" WEST, 406.00 FEET; THENCE NORTH 00°25'21" EAST 824.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 104,582 SQUARE FEET OR 2.40 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

SEGMENT 2

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION SECTION 12; THENCE NORTH 88°59'04" EAST ALONG THE NORTH LINE OF SAID SECTION 12, 495.97 FEET; THENCE SOUTH 01°00'56" EAST, 40.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MEADOW DRIVE, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 88°59'04" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 40.38 FEET; THENCE SOUTH 28°53'47" WEST, 84.03 FEET; THENCE SOUTH 00°25'21" WEST, 741.19 FEET; THENCE SOUTH 14°28'44" EAST, 379.41 FEET; THENCE SOUTH 29°52'17" EAST, 463.38 FEET; THENCE SOUTH 62°26'28" WEST, 366.87 FEET; THENCE SOUTH 88°40'34" WEST, 365.40 FEET; THENCE NORTH 88°52'46" WEST, 84.12 FEET TO THE EAST RIGHT-OF-WAY LINE OF 156th STREET; THENCE NORTH 00°17'05" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 35.01 FEET; THENCE SOUTH 88°52'46" EAST, 84.23 FEET; THENCE NORTH 88°40'34" EAST, 356.50 FEET; THENCE NORTH 62°26'28" EAST, 322.27 FEET; THENCE NORTH 29°52'17" WEST, 431.67 FEET; THENCE NORTH 14°28'44" WEST, 388.72 FEET; THENCE NORTH 00°25'21" EAST 754.65 FEET; THENCE NORTH 28°53'47" EAST, 72.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 85,666 SQUARE FEET OR 1.97 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

TOTAL AREA CONTAINING 190,248 SQUARE FEET OR 4.37 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

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

GRIMES - WRA CONNECTOR
WRA PROJECT NO.: XX-XXXX-XXX

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266-1320
515-225-8000

EXHIBIT

TE-5381

Rev/By

SHEET 3 OF 3

12-20-20
DATE
HRV
DATE
APPROVED
EMG
CHECKED
TJP
DRAWN

128107

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Approving Memorandum of Understanding for the Central Iowa Code Consortium

BACKGROUND: Central Iowa Communities have realized through participation in the CICC the benefits of aligning code provisions among the communities. Aligning code provisions reduces confusion for businesses, developers and citizens to follow and understand code requirements. Central Iowa is in a great position for future growth and consistency among communities will help the metro economy.

This MOU is a mutual agreement among participating communities for the purpose of creating and implementing the Central Iowa Code Consortium. The MOU does not constitute a requirement to adopt the agreed upon codes, and still allows the individual cities to make decisions as it relates to the codes and amendments.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: N/A

RESPONSIBLE STAFF/CONTACT INFORMATION:

Alex Pfaltzgraff, Development Services Director, 515-986-4050, apfaltzgraff@grimesiowa.gov

Prepared by: Alex Pfaltzgraff

Return to: Alex Pfaltzgraff

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING FOR THE
CENTRAL IOWA CODE CONSORTIUM

WHEREAS, the City of Grimes has previously participated in code review cycles through a Memorandum of Understanding (MOU) with the Central Iowa Code Consortium (CICC); and

WHEREAS, the purpose of the CICC is to review, discuss and make recommendations regarding building and fire codes; and

WHEREAS, Central Iowa Communities have realized through participation in the CICC the benefits of aligning code provisions among communities; and

WHEREAS, aligning code provisions reduces confusion for businesses, developers, and citizens to follow and understand code requirements; and

WHEREAS, the principal benefits of participating in the CICC are sharing resources and expertise when completing the code review process which results in efficient use of staff time, more consistent codes between communities, and creating a cooperative working relationship with the building industry;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grimes, Iowa, as follows:

Section 1. The City Council does hereby approve the Memorandum of Understanding for the Central Iowa Code Consortium to be executed by the Mayor and City Clerk.

Section 2. Appropriate staff members are hereby authorized to participate in the Consortium on behalf of the City of Grimes with representatives of other Central Iowa Communities.

Passed and approved this ____ day of _____, 2023.

Scott Mikkelsen, Mayor

Rochelle Williams, City Clerk

MEMORANDUM OF UNDERSTANDING (MOU) FOR THE CENTRAL IOWA CODE CONSORTIUM (CICC)

Original Document: April 9, 2015

Updated: November 19, 2020

Updated: August 17, 2023

This Memorandum of Understanding for the Central Iowa Code Consortium (hereafter the "MOU") is made and entered into by and between the following Central Iowa Communities

****Final filed document will include names of all communities that have signed the MOU****

Cities and/or local governments that have approved and signed this document shall be collectively referred to as "Participating Communities."

This document, upon signature by seven or more communities, shall rescind and replace the document dated November 19, 2015.

Central Iowa Communities have realized through participation in the CICC the benefits of aligning code provisions among the communities. Aligning code provisions reduces confusion for businesses, developers and citizens to follow and understand code requirements. Central Iowa is in a great position for future growth and consistency among communities will help the metro economy.

This MOU is a mutual agreement among Participating Communities for the purpose of creating and implementing the Central Iowa Code Consortium.

1. BACKGROUND

Capital Crossroads is a regional vision and action plan created to ensure the central Iowa region (defined as a fifty-mile radius from Des Moines) can grow and prosper. It began with eight organizations (including Bravo Greater Des Moines, Community Foundation of Greater Des Moines, Des Moines Area Metropolitan Planning Organization, Greater Des Moines Partnership, Iowa State University, Prairie Meadows, and United Way of Central Iowa) joining together to sponsor the planning process.

One of Capital Crossroads focus areas, called 'Capitals', is Governance. The purpose of the Governance Capital is to encourage local governments to sustainably manage growth without sacrificing essential public services by considering high-value, consensus-based strategies to effectively serve our communities. The Central Iowa Code Consortium is an initiative supporting the mission of Capital Crossroads.

Beginning in the summer of 2012 representatives from many central Iowa governments met to discuss opportunities for greater cooperation and ways to provide more efficient and effective service. A pilot program was established to identify ways to increase the amount of formal collaboration between cities and counties. 15 cities and three counties partnered with the Taxpayers Association of Central Iowa and Des Moines Area Community College's (DMACC) Business Resources (DBR) in the pilot program. One of the focus areas for the pilot was the fire code and related code adoption processes.

In 2015 the Central Iowa Code Consortium was established and as of 2023 has successfully navigated three code review and adoption cycles. CICC has created a process where building and fire codes are reviewed and discussed by government and industry leaders with the goal of reaching consensus on code provisions and making recommendations to Participating Communities.

Since establishing the CICC, many Participating Communities have updated their building and fire codes, improved ISO (Insurance Services Office) ratings, and realized increased consistency across the metro. Aligning code provisions reduces perceived competitive disadvantages for development, promotes safety and responsible development, and reduces confusion during the design and construction process.

To avoid duplication with the State of Iowa, CICC focuses on the codes that are under local control (building and fire) and does not review codes under state jurisdiction (electric, energy, mechanical, and plumbing, property maintenance, swimming pool and spa, and fuel gas codes).

2. PURPOSE OF THE CENTRAL IOWA CODE CONSORTIUM (CICC)

All Participating Communities have a mutual interest and responsibility for code development, adoption, and enforcement to protect life, health, property, and the environment. The purpose of the consortium is to have a process whereby government and industry can work together to review, discuss, and recommend code provisions for consideration by the Participating

Communities. Participating Communities will have the final say on the code and code provisions that are adopted for their community.

The Code Consortium will provide the following benefits to Participating Communities:

- a.** Government and the private sector working together toward having a common voice in code development
- b.** Similar and consistent code provisions among Participating Communities
- c.** Assure key stakeholders are involved in the discussion regarding building and fire codes
- d.** Utilization of local subject matter experts representing the public and private sector in reviewing and recommending code provisions
- e.** More efficiency and consistency regarding code interpretation and enforcement among Participating Communities
- f.** More consistency and less confusion among businesses, developers, designers, architects and citizens that work in multiple jurisdictions

3. RESPONSIBILITIES UNDER THE MEMORANDUM OF UNDERSTANDING (MOU)

The Code Consortium shall consist of an Executive Committee and Code Committees. All Participating Communities should encourage staff to participate in code reviews and committee discussion whether or not they serve on a committee.

a. EXECUTIVE COMMITTEE

The Executive Committee may consist of:

- Four code/building officials
- Four fire officials
- Three representatives of local government administration (e.g. city/county manager/administrator, planning/community development director)

At the discretion of the Executive Committee, the number of representatives from each entity (code/building officials, fire officials, administration) may vary depending on the codes to be reviewed and/or the expertise of the individuals willing to serve on the committee. The purpose of the Executive Committee is to coordinate the effort to review, discuss, and make recommendations regarding all building and fire codes. The CICC will avoid making recommendations or changes to the administrative provisions of any codes. Permits, permit

process, fees, appeals, etc. will be left to each individual community to adopt and amend these provisions as they see fit.

In selecting individuals to serve on the Executive Committee, care should be taken to assure the representatives are subject matter experts regarding city codes; when possible, each member of the Executive Committee represents a different community; and communities of all sizes and geographic areas across central Iowa are represented. The process to select representatives for the Executive Committee:

- The Mid-Iowa Construction Code Council (MICCC) shall select their members to serve on the Executive Committee. Prior to selecting the representatives, an effort should be made by the Council to reach out to all building officials from Participating Communities to determine their interest in serving on the Executive Committee and encourage them to participate in the code review process.
- The Polk County Fire Chiefs Association (PCFCA) shall select their members to serve on the Executive Committee. Prior to selecting the representatives, an effort should be made to reach out to all fire officials from Participating Communities to determine their interest in serving on the Executive Committee and encourage them to participate in the code review process.
- The Metro Managers Group shall select their members or planning/community development officials to serve on the Executive Committee. Prior to selecting the representatives, an effort should be made to reach out to all chief administrative officials and planning/community development officials from Participating Communities to determine their interest in serving on the Executive Committee and encourage them to participate in the code review process.

b. CODE COMMITTEES

Two existing professional organizations (Mid-Iowa Construction Code Council (MICCC) and the Polk County Fire Chiefs Association (PCFCA) will be designated as the Code Committees to review and make recommendations for each of the following codes:

- International Fire Code (IFC)
- International Building Code (IBC)/International Existing Building Code (IEBC)
- International Residential Code (IRC)
- Joint Fire/Building Committee - this committee will focus on provisions shared between the fire and building codes as determined by the Executive Committee.

The purpose of the Code Committees are to review, discuss and make recommendations to the Executive Committee regarding building and fire codes. Each entity will determine the most

efficient process in which to conduct a review of their respective codes and make recommendations to the CICC Executive Committee.

If there is any confusion on which Code Committee should review a code section, the Executive Committee is responsible for assigning which committee will review a specific code section.

Involving private industry in the discussion regarding building and fire code is an important part of the CICC process. At the direction of the Executive Committee, the Code Committees shall determine how to involve industry representatives in the code review.

The CICC Executive Committee may establish Review Committees to review and make recommendations to the State of Iowa on the following trade codes:

- National Electrical Code (NEC) published by the National Fire Protection Association
- International Energy Conservation Code (IECC) published by the International Code Council
- International Mechanical Code (IMC) published by the International Code Council
- Uniform Plumbing Code (UPC) published by the International Association of Plumbing and Mechanical Officials
- NFPA 54/58 published by the National Fire Protection Association

4. ADMINISTRATION

The administration of this MOU shall be the responsibility of the Central Iowa Code Consortium Executive Committee. All requests, suggestions, recommendations, and questions regarding the administration of the MOU and the operation of the Consortium shall be submitted in writing to the Executive Committee.

This MOU shall become effective upon the date that at least seven (7) Central Iowa Communities have executed the MOU and delivered an original or certified copy of the executed MOU to the records custodian. This MOU shall remain in effect until it is dissolved by the passage of a resolution by a majority of the Participating Communities supporting the dissolution of the Central Iowa Code Consortium.

- a. This MOU may be amended by written agreement between the Participating Communities.
- b. The Executive Committee shall have the authority to create, dissolve or amend Code Committees to assure they are functioning in an effective and efficient manner.

- c.** Any change that significantly alters the purpose, governance, structure, or scope of the MOU must be approved by Addendum by the governing body of each Participating Community.
- d.** If a community desires to become a Participating Community, they must submit a written request and documentation that the governing body has approved the MOU to the Executive Committee. The Executive Committee is responsible for approving new Participating Communities.
- e.** A Participating Community that is a party to this MOU may choose to terminate their involvement by providing 90-day written notice to the Executive Committee.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by the authorized representatives of the Participating Communities on dates identified on each attached individual page.

Signature Page

Organization Name: _____

Presiding Official

Date

Attest Signature

Date

Presiding Official
Printed Name

Attest Printed Name

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Reallocating Special Assessment - Meredith Drive Improvements Day Property

BACKGROUND:

BUDGETARY CONSIDERATIONS: In 2019, the Grimes City Council assessed costs to parcels along Meredith Drive, for the Meredith Drive Pavement Improvements. At that time, the owner of the real estate, Eva Day, ag-deferred the properties.

in 2022, Eva Day passed away, and the estate was transferred to her 3 sons. Due to their estate planning, this caused the property to be subdivided into three equal shares. As such, they have petitioned the City to reallocate the assessment, so that it is divided equally across the three parcels.

Staff have reviewed the request, and do not find any issue with this. It is also important to note that the submission of this property does not trigger the repayment terms of the assessed cost, either from the property owner the City of Grimes, or the City of Grimes to the City of Urbandale.

STRATEGIC PLANNING:

Prioritized: ____YES __X__NO

*High-Performing Organization/Exception Professional Services ____

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: N/A

RESPONSIBLE STAFF/CONTACT INFORMATION:

Alex Pfaltzgraff, Development Services Director, 515-986-4050, apfaltzgraff@grimesiowa.gov

Prepared by: Alex Pfaltzgraff

Return to: Alex Pfaltzgraff

RESOLUTION REALLOCATING SPECIAL ASSESSMENT

WHEREAS, the City of Grimes assessed and approved Resolution No. 04-0219 on April 23, 2019, adopting the Final Assessment Schedule for the MEREDITH DRIVE PAVING IMPROVEMENTS within the Corporate Limits of the City of Grimes; and

WHEREAS, the following two parcels of real estate owned by Eva Day are included among the properties specially assessed:

EX N 60F-NE 1/4 NW 1/4 SEC 19-79-25 (District/Parcel Number 7925-19-100-009)

And

EX N 60F-NW 1/4 NE 1/4 SEC 19-79-25 (District/Parcel Number 7925-19-200-013);
and

WHEREAS, the amount of the final assessment assessed to each of Eva Day's parcels is \$146,320.12 (a total of \$292,640.24 on both parcels); and

WHEREAS, the Executor of the Estate of Eva Day has caused these two parcels to be subdivided into three parcels, namely: Parcel 2023-186, 2023-187 and 2023-188 as shown on of the Plat of Survey filed in the Office of the Recorder of Polk County, Iowa on December 05, 2023 in Book 19668 at Page 700-701, being a part of the Northwest Quarter and a part of the Northeast Quarter of Section 19, Township 79, Range 25 West of the 5th P.M. in Polk County, Iowa; and

WHEREAS, the Executor of the Estate of Eva Day has petitioned the City Council to reallocate the two original special assessments among the three subdivided parcels as follows:

Parcel 2023-186 - \$97,546.74

Parcel 2023-187 - \$97,546.75

Parcel 2023-188 - \$97,546.75.

NOW, THEREFORE, It is resolved by the City Council of the City of Grimes, Iowa, as follows:

Section 1. The City Council hereby accepts the Petition and Waiver from Executor of the Estate of Eva Day.

Section 2. The final Assessment Schedule is amended to reallocate the original special assessments on the Eva Day real estate to the three subdivided parcels as follows:

Parcel 2023-186 - \$97,546.74

Parcel 2023-187 - \$97,546.75

Parcel 2023-188 - \$97,546.75.

Section 3. The reallocated special assessments remain subject to all other provisions of Resolution No. 04-0219, including agricultural deferment pursuant to applicable state law.

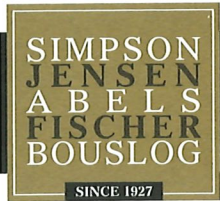
Section 4. The City Clerk is hereby authorized and directed to cause certified copies of this resolution to be properly filed with the County Treasurer of Polk County.

PASSED AND APPROVED THIS ____ DAY OF _____, 2024

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



ATTORNEYS & COUNSELORS AT LAW

MARCUS F. ABELS
GARY R. FISCHER
JOHN M. BOUSLOG
D. SCOTT SIMPSON

JACK H. PENNINGTON
MICHAEL S. EGANHOUSE
JOSEPH F. WALLACE
RYAN A. GENEST

GEOFFREY D. SELLERS
SAMUEL E. CHARNETSKI
ZOE S. WISSLER

LYLE L. SIMPSON (RETIRED)
DICK L. JENSEN (RETIRED)
ROBERT E. DREHER (1915-2011)
ALBERT L. HARVEY (1927-2010)

January 9, 2024

SENT VIA FEDERAL EXPRESS

Rochelle Williams
City Clerk and Director of Administrative Services
City of Grimes
101 NE Harvey Street
Grimes, IA 50111

In Re: Waterford Assessment, Day Estate
Our File No. 29536

Dear Ms. Williams:

I am an attorney with Marc Abels' office. I know Marc has been working with you and others on getting approval of the necessary paperwork for the relocation of the deferred assessment now that the Day farm is being divided into north/south thirds amongst the three Day sons as a part of their mother's estate.

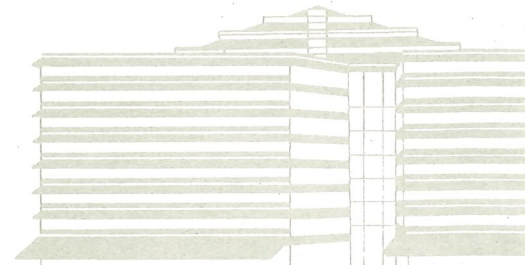
I am sending via Fed-Ex with the hard copy of this letter the original Petition and Waiver containing the wet signature of Wayne Day, Executor. It is my understanding that getting this original wet signature to you by January 12, 2024, should mean this matter can be placed on the Council's January 23, 2024, Meeting Agenda.

Please let me know if you have any questions or need anything additional from us. Thank you for your assistance.

Sincerely,

Gary R. Fischer

GRF/sat
Enclosure
cc: Marc Abels, w/enc.



PETITION AND WAIVER

Wayne E. Day, as Executor of the Estate of Eva Day ("Petitioner"), hereby petitions the City of Grimes to reallocate the Special Assessments levied pursuant to Resolution No. 04-0219 passed on April 23, 2019, on the real estate owned by Eva Day and described as:

EX N 60F-NE 1/4 NW 1/4 SEC 19-79-25 (District/Parcel Number 7925-19-100-009) and
EX N 60F-NW 1/4 NE 1/4 SEC 19-79-25 (District/Parcel Number 7925-19-200-013).

The amount of the final assessment assessed to each of Eva Day's parcels is \$146,320.12 (a total of \$292,640.24 on both parcels).

Petitioner has caused these two parcels to be subdivided into three parcels, namely: Parcel 2023-186, 2023-187 and 2023-188 as shown on of the Plat of Survey filed in the Office of the Recorder of Polk County, Iowa on December 05, 2023 in Book 19668 at Page 700-701, being a part of the Northwest Quarter and a part of the Northeast Quarter of Section 19, Township 79, Range 25 West of the 5th P.M. in Polk County, Iowa.

Petitioner requests that said special assessments be reallocated as follows:

Parcel 2023-186 - \$97,546.74
Parcel 2023-187 - \$97,546.75
Parcel 2023-188 - \$97,546.75.

In consideration of the reallocation of the special assessments by the City, Petitioner hereby:

1. WAIVES the following:
 - A. All legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in connection with the requested reallocation;
 - B. Each and every question of jurisdiction, it being the intention of Petitioner to authorize and direct said City to reallocate the Special Assessments without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa.
2. AGREES that:
 - A. Said reallocated special assessments shall be a lien upon the properties described below.
 - B. Said reallocated special assessments shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed.

C. Petitioner is presently entitled to Agricultural Deferment under Chapter 384 of the City Code of Iowa and does not waive any rights to continue such deferral.

3. AUTHORIZES the City Council to pass any Resolution requisite or necessary to reallocate said special assessments.
4. FURTHER AGREES that the terms of this Agreement and Waiver shall become a covenant which runs with the land of the Property, and shall be binding upon all of Petitioner's successors and assigns.

Description of Property: Parcel 2023-186, 2023-187 and 2023-188 as shown on of the Plat of Survey filed in the Office of the Recorder of Polk County, Iowa on December 05, 2023 in Book 19668 at Page 700-701, being a part of the Northwest Quarter and a part of the Northeast Quarter of Section 19, Township 79, Range 25 West of the 5th P.M. in Polk County, Iowa

PETITIONER:

Eva Day Estate

By: Wayne E. Day, Executor

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM:

BACKGROUND: During the review of the Hope Timber Development (NE corner of E 1st Street and County Line Road), it was determined that a small piece of property owned by Grimes Lots LLC (Vista Real Estate) separated the existing Autumn Park Development and proposed Hope Timber Development. In a conversation with Vista Real Estate, it was discovered that this small piece of property was left unplatted from Autumn Park, at the direction of the City of Grimes. This was primarily done because an agreement could not be made with the owner of the property to the east. Rather than memorialize how it would be incorporate into future development, it was left in an uncertain status. As a result of the direction given by the City when Autumn Park was developed, Vista Real Estate incurred engineering expenses to remove the area from its platting documents, and construction documents. They were also not able to incorporate this area into their development lots.

With the proposed Hope Timber Development, including the property, it will be necessary to ensure that public utilities (namely NW 5th Street) and trail improvements can be extended and connected to Hope Timber.

The City of Grimes, Hope Timber and Vista Real Estate have agreed to enter into a development agreement that identified that Hope Timber will acquire the property from Vista for \$10,000 (considered above market rate), and the City of Grimes will reimburse Vista \$20,000 for its engineering and lot loss expenses.

BUDGETARY CONSIDERATIONS: \$20,000

STRATEGIC PLANNING:

Prioritized: ____YES __X__NO

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

BOARD/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: N/A

RESPONSIBLE STAFF/CONTACT INFORMATION:

Alex Pfaltzgraff, Development Services Director, 515-986-4050, apfaltzgraff@grimesiowa.gov

Prepared by: Alex Pfaltzgraff

Return to: Alex Pfaltzgraff

**HOPE TIMBER
AND AUTUMN PARK DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2024, by and between the City of Grimes, Iowa, a municipal corporation (the "City"), Hope Timber, LLC, (referred to herein as "Hope"), and Grimes Lots, LLC (referred to herein as "Vista") collectively referred to as ("the Parties");

WHEREAS, Vista owns certain real property located within the corporate limits of the City which is legally described on Exhibit "A", attached hereto (the "Property"); and

WHEREAS, during the development of Autumn Park, Vista incurred engineering expenses at the direction of the City and was unable to incorporate the Property into the Autumn Park Development; and

WHEREAS, Vista desires to be reimbursed for the incurred engineering expenses; and

WHEREAS, Hope has obtained approvals from the City, for a subdivision and development (referred to herein as "Hope Timber"); and

WHEREAS, Hope desires to incorporate the Property into Hope Timber to allow for the connection of public utilities and roadways; and

WHEREAS, the Parties mutually desire to memorialize their covenants within this agreement.

NOW, THEREFORE, in consideration of the above it is hereby agreed the Parties as follows:

- 1) Real Estate Acquisition . Hope agrees to acquire certain real estate described on Exhibit A from Vista for a total consideration of \$10,000. The terms of the real estate transaction, including the legal description of the property and closing procedures, shall be agreed upon by Vista and Hope in a separate Real Estate Purchase Agreement to be executed concurrently with this Agreement.
- 2) Engineering Expenses Reimbursement. The City agrees to reimburse Vista for engineering expenses incurred in the amount of \$20,000. The eligible expenses shall be those directly related to the planning and development of the real estate to be acquired by Hope.
- 3) Reimbursement Terms. The reimbursement of engineering expenses by the City to Vista shall be made within 30 days of receipt of an invoice by the City, following the closing of the real estate transaction between Vista and Hope.

- 4) Amendment Procedure. The terms of this Agreement may be amended by mutual agreement of the Parties hereto.
- 5) Binding. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the respective Parties hereto.
- 6) Effective. This Agreement is subject to and contingent upon approval by the Grimes City Council.

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

CITY OF GRIMES, IOWA

By: _____

Scott Mikkelsen, Mayor

Attest:

Rochelle Williams, City Clerk

STATE OF IOWA)

) ss.

COUNTY OF POLK)

On this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 2024, and that Scott Mikkelsen and Rochelle Williams acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the

State of Iowa

My Commission expires _____

PROPERTY OWNER.

Hope Timber, LLC

By: Reza Kargarzadeh

Signature: [Signature]

Title: [Signature]

STATE OF IOWA)

) ss:

COUNTY OF Polk)

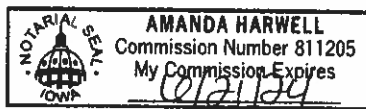
On this 12 day of Jan, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Reza Kargarzadeh to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

Amanda Harwell

Notary Public in and for the

State of Iowa

My Commission expires 6/21/24



PROPERTY OWNER.

Grimes Lots, LLC

By: _____

Signature: [Signature]

Title: _____
**By: Vista Real Estate and Investment
Corporation, It's Manager
David J. Harmeyer, President**

STATE OF IOWA)

) ss:

COUNTY OF Folk)

On this 12th day of January, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared David J. Harmeyer 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.



[Signature]
Notary Public in and for the
State of Iowa

My Commission expires 2/12/24

Exhibit A

Parcel Number: 311/00020-056-009

Legal Description (Per Polk County Assessor)

: -EX PARCEL 2017-135 BK 16614 PG 277- PARCEL M BK
15149 PG 999 BEING PRT OF PARCEL C BK 7287 PG 394
BEG NW CORNER PARCEL C THN E 1F S 235F S 190.03F
S 190.03F S 825.01F S 375.01F S 75.03F S 120F S
534.1F W .5F N 2544.28F TO POB E 1/2 SW 1/4 SEC
31-80-25

RESOLUTION NO. _____

RESOLUTION APPROVING HOPE TIMBER AND AUTUMN PARK DEVELOPMENT
AGREEMENT

WHEREAS, the City of Grimes (the "City") has been presented with a Development Agreement (the "Agreement") between the City of Grimes, Vista Real Estate, and Hope Timber LLC; and

WHEREAS, the Agreement outlines the terms and conditions for the reimbursement of engineering expenses and the acquisition of certain real estate by Hope Timber LLC from Vista Real Estate; and

WHEREAS, the City recognizes the benefits of encouraging development within its jurisdiction and finds the terms of the Agreement to be in the best interest of the community;

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

Section 1. Approval of Development Agreement

The City Council hereby approves the Development Agreement between the City of Grimes, Vista Real Estate, and Hope Timber LLC, as presented.

Section 2. Authorization for Execution

The City Mayor or City Representative is hereby authorized to execute the Development Agreement on behalf of the City of Grimes.

Section 3. Effective Date

This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED this 23rd day of January 2024.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Resolution Approving Equipment Transactions Pursuant to FY24 Budget

BACKGROUND: The City of Grimes Parks and Recreation Department is requesting the purchase of picnic tables, sideline benches and bleachers for the Grimes Plex pursuant to the FY 24 budget.

The purchase of (10) picnic tables and (2) ADA picnic tables for the Grimes Plex will allow spectators and visitors seating while utilizing the concession stand or seating during an event. The picnic tables with each have umbrella that will provide shade for seating that are of high quality to sustain the year round use. The choice to use Plastic Recycling of Iowa was based on the fact a local recycling company meeting the needs of the Grimes Plex. This will utilize the sole source method because of the uniqueness to be able to use recycled materials for the tables.

The City of Grimes Parks and Recreation Department is requesting the purchase of (48) 10' Aluminum Team Benches for teams at the Grimes Plex. These benches will be double utilized for soccer and baseball. The powder coated benches ensure a longer life span for the future. This design is to match the existing benches that were purchased for Pods 1-3 earlier on. This purchase will utilize sourcewell pricing.

The City of Grimes Parks and Recreation Department is requesting the purchase of (6) 21' long 3-row tip n' roll bleachers at the Grimes Plex. These bleachers will be double utilized for soccer and baseball. This design is to match the existing benches that were purchased for Pods 1-3 earlier on. This purchase will utilize sourcewell pricing.

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

The (12) total hex picnic tables with umbrellas would be purchased at the cost of \$15,406.00 utilizing sole source pricing.

The (6) total 21' L 3-row tip n' roll bleachers would be purchased at the cost of \$15,000 utilizing sourcewell pricing.

The (48) total 10' L sideline benches would be purchased at the cost of \$71,520.00 utilizing sourcewell pricing.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

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

BOARD/COMMISSION ACTIONS: Approved equipment purchases in the FY24 budget

STAFF RECOMMENDATION: Approval

RESPONSIBLE STAFF/CONTACT INFORMATION:

Alex Miller, Sports Facility Manager, 515-986-2143, amiller@grimesiowa.gov

Prepared by: Alex Miller
Return to: Alex Miller

RESOLUTION APPROVING EQUIPMENT TRANSACTIONS PURSUANT TO FY24 BUDGET

Grimes Resolution No. 01-2624

WHEREAS, the Parks and Recreation Department has budgeted for and planned certain equipment purchases

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;

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

WHEREAS, the Parks and Recreation Director recommends the following equipment acquisitions:

NOW, THEREFORE, IT IS HEREBY 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
(48) 10' L Sideline Benches	Grimes Plex	\$71,520.00
(6) 21' L 3-row Bleachers	Grimes Plex	\$15,000.00
(12) Hex Picnic Tables w/ umbrellas	Grimes Plex	\$15,406.00
		\$
		\$
TOTAL		\$101,926.00

_____.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

3017 161st Ave NW
Andover, MN 55304

Date	Invoice #
1/10/2024	5484

City of Grimes
1700 SE Destination Dr
Grimes, IA 50111

P.O. No.	Terms	Due Date	Project
Pod 3-6 Dugout Be...	Due on receipt	1/10/2024	GrimesPlex Benches ...

Description	Qty	Price Each	Amount
10' Aluminum Team Benches Furnish and install forty-eight (48) 10' long aluminum benches with backrest Color - Blue Streak II	48	1,490.00	71,520.00

Total	\$71,520.00
Payments/Credits	\$0.00
Balance Due	\$71,520.00

Phone #	Fax #
763-753-1127	763-753-3619



QUOTE

Quote No. 0157089

Order Date: 1/4/2024

Salesperson: Amy

Customer Number: 0700254

Plastic Recycling of Iowa Falls, Inc.
10252 Highway 65
Iowa Falls, IA 50126-8823
(641) 648-5073

Sold To:

CITY OF GRIMES
410 SE MAIN ST.
Grimes, IA 50111

Ship To:

CITY OF GRIMES
410 SE MAIN ST.
Grimes, IA 50111

Confirm To: BRETT BARBER**Phone:** 515-531-4051

Customer P.O.	Ship VIA	3rd	PPD.COL.	F.O.B.	Terms
CITY OF GRIMES	Estes Freight		X	IOWA FALLS	Net 30

Ordered	Shipped	B.O.Unit	Expires:	Item Number		Unit Price	Amount
10	10	0 EA		10	Hex Table	742.56	7,425.60
					GR Gray Top & Seats w/Black Leg		
2	2	0 EA		11	ADA Hex Table	742.56	1,485.12
					GR Gray Top & Seats w/Black Leg		
12	12	0 EA		10F	Fiberbuilt Umbrella	506.69	6,080.28
					NV Navy Fiberbuilt Umbrella		

Ship Instructions:
QUOTE #L4JCC55
POC: ALEX MILLER

Weight: 4,028.45

ALL ORDERS MUST BE CONFIRMED
PLEASE SIGN AND RETURN OR CONFIRM VIA EMAIL REPLY

Net Order:	14,991.00
Less Discount:	0.00
Freight:	415.00
Sales Tax:	0.00
Order Total:	15,406.00

Entered By: Amy 1/4/2024 14.59654

Updated By: Amy 1/4/2024 14.63248

3017 161st Ave NW
Andover, MN 55304

Date	Invoice #
12/18/2023	5476

City of Grimes
1700 SE Destination Dr
Grimes, IA 50111

P.O. No.	Terms	Due Date	Project
	Due on receipt	12/18/2023	GrimesPlex Benches ...

Description	Qty	Price Each	Amount
Pod 3-6 Tip & Roll Bleachers	6	2,500.00	15,000.00

Total	\$15,000.00
Payments/Credits	\$0.00
Balance Due	\$15,000.00

Phone #	Fax #
763-753-1127	763-753-3619

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: North and South Complex Fiendl Rental Process for DCG Athletic Clubs

BACKGROUND: Last fall, the Park Board requested that City staff revise the North and South Complex field rental process in order to simplify the process for the public. Staff prepared a new process so that the City will receive DCG athletic club schedules, maintain master facility schedules and post them on the City website, making it easier for the public to view. City Staff met with local clubs affected by the changes to receive input regarding the process.

BUDGETARY CONSIDERATIONS: The simplified process should increase public access to the facilities, thus increasing rental revenues.

STRATEGIC PLANNING:

Prioritized: X 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 ACTIONS: Approved by Park Board at the January 10, 2024 meeting

STAFF RECOMMENDATION: Staff recommends approval of the North and South Complex field rental process for DCG athletic clubs

RESPONSIBLE STAFF/CONTACT INFORMATION:

Brian Becker, Parks and Recreation Director, 515-986-2143, bbecker@grimesiowa.gov

Prepared by: Brian Becker

Return to: Brian Becker

RESOLUTION APPROVING THE NORTH AND SOUTH COMPLEX FIELD RENTAL
PROCESS FOR DCG ATHLETIC CLUBS

Grimes Resolution No. 01-2724

WHEREAS, the City of Grimes Park and Recreation Department (Grimes) has determined a need to provide sports fields for the public at the North Sports Complex, located at 700 NW 27th St, and the South Sports Complex, located at 750 S James St and

WHEREAS, at the request of the Park Board, Grimes revised the reservation process to ensure the field rental needs of the public are met in an efficient manner and

WHEREAS, Grimes has and will continue to meet with local athletic clubs in order to communicate the new field rental process and ensure a smooth transition from the previous process and

WHEREAS, Grimes proposes the field rental process outlined in the attached exhibit A, consisting of a step-by-step process for DCG Clubs and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor and City Clerk are authorized to execute the attached reservation process 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 23rd day of January 2024, and approved by the Mayor on the 23rd day of January 2024.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

EXHIBIT A – North and South Complex rental process

- The City of Grimes will maintain the master facility schedule for both the North and South Complexes.
- DCG Clubs will submit their field usage needs to the city by early-March. Clubs must specify what age group will be practicing at the specific time and field.
- The clubs must provide the city with a list of their teams and coaches.
- The clubs must provide a table detailing the base and pitching distance, goal, field size etc for each age group.
- City staff will enter the DCG Club schedules into a master schedule on CivicRec. Both the clubs and the public will be able to view the master schedule.
- Once the Club schedule has been entered, City staff will take requests from the general public.
- Individual teams must contact the city for additional practices.
- The Clubs will contact the city to add any additional games.

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Reverse Osmosis Water Treatment Plant - Phase 1 – Project Acceptance.

BACKGROUND: The actions that are in front of the council are to provide appropriate actions on a retainage payment; receive and file the Certificate of Completion from the project engineer; and consider approval of a resolution officially accepting the project by the City of Grimes.

Shank Constructors started this project in late 2019 and fully completed the project in 2023. There is a retainage payment to be made 30 days following project acceptance.

BUDGETARY CONSIDERATIONS: This project's final construction contract amount is \$18,668,175.00 which is \$716,975.00 more than the original construction contract amount.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None

STAFF RECOMMENDATION: The staff recommends that the City Council approves the resolution accepting the project with Shank Constructors in the final contract amount of \$18,668,175.00.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Matt Ahrens, City Engineer, 515-986-4050, mahrens@grimesiowa.gov

Prepared by: Aaron Jarosh

Return to: Matt Ahrens

RESOLUTION 01-2824 ACCEPTING THE REVERSE OSMOSIS WATER TREATMENT
PLANT – PHASE 1

Grimes Resolution No. 01-2824

WHEREAS, on the **12th** day of **November, 2019**, the Mayor and Clerk of the City of Grimes, Iowa, entered into a construction contract with **Shank Constructors, Inc. of Brooklyn Park, Minnesota**, for the construction of certain public improvements generally described as the Reverse Osmosis Water Treatment Plant – Phase 1; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on **January 23, 2024**:

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa:

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be **\$18,668,175.00**, as shown in the report of the Engineer.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk



AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond No. 190043020

PROJECT: *(Name and address)*

Reverse Osmosis Water Treatment Plant

- Phase 1, City of Grimes, Grimes, Iowa

ARCHITECT'S PROJECT NUMBER:

OWNER: ☒

ARCHITECT: ☒

CONTRACTOR: ☒

SURETY: ☒

OTHER: ☒

TO OWNER: *(Name and address)*

City of Grimes

101 NE Harvey Street

Grimes, IA 50111

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

, SURETY,

on bond of

(Insert name and address of Contractor)

Shank Constructors, Inc.

3501 85th Ave N

Brooklyn Park, MN 55443

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety of any of its obligations to

(Insert name and address of Owner)

City of Grimes

101 NE Harvey Street

Grimes, IA 50111

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **March 06, 2023**

(Insert in writing the month followed by the numeric date and year.)

Liberty Mutual Insurance Company

(Surety)

(Signature of authorized representative)

Joshua R. Loftis, Attorney-in-Fact

(Printed name and title)

Attest:

(Seal):



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8207173 - 190054**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian J. Oestreich; C. White; Emily White; Joshua R. Loftis; Lin Ulven; Melinda C. Blodgett; Nathan Weaver; Nicole Stillings; R. C. Bowman; R. W. Frank; Rachel Thomas; Ross S. Squires; Sandra M. Engstrum; Ted Jorgensen; Tina L. Domask

all of the city of Minneapolis state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of January, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of March 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Shank Constructors, Inc.

3501 – 85th Avenue North Brooklyn Park, Minnesota 55443-1997

December 20, 2023

Mr. Michael Washburn
McClure
617 Pierce St., Suite 201
Sioux City, IA 51101

Subject: Grimes RO Water Treatment Plant

Dear Mr. Washburn

We are sending this letter to document the final closeout of the Grimes Water Treatment Plant project.

Waiver of Claims:

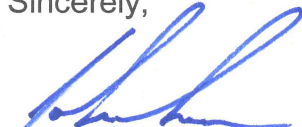
Per SC-15.07 The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner and/or Engineer. Contractor acknowledges this statement.

Warranty Items to be resolved:

- Resolution of missing spare injector
- Resolution of operational issues with slanted disk check valves

Our understanding is all other items are resolved and final payment has been approved to be made.

Sincerely,



John Lewis



763-488-4004 (Office Direct)
612-490-7488 (Cell)
763-424-8300 (Shank Office)

PROJECT OUTSTANDING WARRANTY LIST - AT FINAL COMPLETION

Project: Grimes, IA - Reverse Osmosis Water Treatment Plant - Phase 1		Project #:		190904		 McCLURE™ ENGINEERING CO.	
Contractor: Shank Constructors		Date Generated:		Thursday, December 16, 2021			
Owner: City of Grimes, IA		Date of Last Update:		Wednesday, December 20, 2023			
Engineer: McClure Engineering Co.							
ITEM #	DATE ADDED	ADDED BY	DESCRIPTION	STATUS	COMMENTS	DATE APPROVED	APPROVED BY
W1	12/06/22	MEC (RM121 – HSP)	Investigate / repair TCV-042 on HSP #2 discharge. Check valve not seating properly / leaking by allowing finished water system pressure to pressurize the CFE piping.	W	Procure Punch List Items: 165 - Item previously repaired multiple times. Item is still not operating properly not allowing use of HSP #2. - Dezurik was on-site in December 2023, valves are currently still not working.		
W2	02/07/23	MEC (RO WTP)	Provide correction as necessary on chlorine feed system corrosion / buildup issues within the feed system / injector components.	W	Needs 1 additional spare injector delivered to site.		
W3	02/07/23	MEC (ELEC)	Continue SCADA System de-bugging and Owner requested modifications, as necessary, per specification section 25 51 00.1.12.	W	To be continually addressed as needed under warranty period. - This item shall include final Power System Study per specification section 26 05 73 and any / all labeling and adjustments required under 26 05 73.3.		

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

City of Grimes, IA - Reverse Osmosis Water Treatment Plant - Phase 1

OWNER:

City of Grimes, IA - Grimes, Iowa 50111

CONTRACTOR:

Shank Constructors, Inc. - Brooklyn Park, MN 55443

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

SRF # - FS-77-18-DWSRF-016

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

December 2, 2019

ENGINEER:

McClure - Clive, IA 50325

NOTICE DATE:

To: City of Grimes, IA - Grimes, Iowa 50111

Owner

And To: Shank Constructors, Inc. - Brooklyn Park, MN 55443

Contractor

From: McClure - Clive, IA 50325

Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated 12/2/2019, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

7. BY: 
TITLE: Project Engineer
DATED: 1-8-2024

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: SE Little Beaver, 4th, 5th & 6th Water Main – MSA Professional Services, Inc. Professional Services Agreement Amendment No. 1 for engineering construction services

BACKGROUND: The SE Little Beaver, 4th, 5th & 6th Water Main project was recently bid and the construction contract awarded, which moved the project from the design phase to the construction phase. The PSA with MSA Professional Services, Inc. (MSA) was setup to add the engineering services required during construction after award of the construction contract. MSA will be providing the following engineering construction services: construction administration, staking, and post construction items. The construction schedule is to hold the preconstruction meeting in January with construction starting in the spring. Project substantial completion will be this summer with final completion for restoration this fall.

BUDGETARY CONSIDERATIONS: The total fee proposed for the construction engineering services is \$32,500.00, which is about a 4.3% fee compared to the low bidder's construction costs. Following our review, this appears to be a reasonable fee for this work.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None

STAFF RECOMMENDATION: The staff has reviewed the Professional Services Agreement Amendment No. 1 and recommends approval by the City Council.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Matt Ahrens, City Engineer, 515-986-4050, mahrens@grimesiowa.gov

Prepared by: Aaron Jarosh

Return to: Matt Ahrens

RESOLUTION 01-2924 TO AMEND CONTRACT FOR PROFESSIONAL SERVICES WITH
MSA PROFESSIONAL SERVICES, INC. FOR THE SE LITTLE BEAVER, 4TH, 5TH & 6TH
WATER MAIN

Grimes Resolution No. 01-2924

WHEREAS, the City of Grimes (Grimes) entered into a Professional Services Agreement (PSA) with MSA Professional Services, Inc. (MSA) for consulting services for the SE Little Beaver, 4th, 5th & 6th Water Main on March 28, 2023; and,

WHEREAS, it was determined that there was a need for additional services to be added to the PSA consisting of construction administration, construction staking, and record drawings; and

WHEREAS, MSA has proposed the attached Professional Services Agreement Amendment that has a scope of work to be supplied by MSA and compensation to be paid by Grimes for their additional consulting services related to the SE Little Beaver, 4th, 5th & 6th Water Main; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the Professional Services Agreement Amendment with MSA on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___ to ___ on the 23rd day of January, 2024, and approved by the Mayor on the 23rd day of January, 2024.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk



Amendment No: 1

MSA Project Number: 09410023

Grimes Finance Project Number: 345-810-6407

Date of Issuance: January 23, 2024

This is an amendment to the Agreement dated March 28, 2023 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1555 SE Delaware Avenue, Suite F, Ankeny, IA 50021

Phone: 515-964-2021

Representative: Nichole Sungren, P.E.

Email: nsungren@msa-ps.com

CITY OF GRIMES (OWNER)

Address: 101 NE Harvey Street, Grimes, IA, 50111

Phone: 515-986-3036

Representative: Matt Ahrens

Email: mahrens@grimesiowa.gov

Project Name: SE Little Beaver Dr. and SE 4th Thru 6th Sts. Water Main

The project scope has changed due to: Addition of Construction Services

The scope of the work authorized is: See Attachment A: Scope of Services

The estimated fee for the work is: \$32,500

Any attachments or exhibits referenced in this Amendment are made part of the original Agreement. Payment for these services will be on a time and expense basis. Attachment B: Rate Schedule is attached and made part of this Agreement.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

CITY OF GRIMES

Scott Mikkelsen

Mayor

Date: _____

MSA PROFESSIONAL SERVICES, INC.

Nichole Sungren

Nichole Sungren, P.E.

Team Leader/Project Manager

Date: 01/05/2024

ATTACHMENT B: RATE SCHEDULE

CLASSIFICATION

Administrative	\$ 75 – \$150/hr.
Architects	\$ 75 – \$215/hr.
Community Development Specialists	\$135 – \$185/hr.
Digital Design	\$175 – \$195/hr.
Environmental Scientists/Hydrogeologists	\$105 – \$185/hr.
Geographic Information Systems (GIS)	\$ 95 – \$185/hr.
Housing Administration	\$ 95 – \$170/hr.
HR.....	\$ 135 - \$150/hr.
Inspectors/Zoning Administrators	\$105 – \$130/hr.
IT Support	\$175 – \$195/hr.
Land Surveying	\$ 75 – \$185/hr.
Landscape Designers & Architects	\$ 75 – \$215/hr.
Planners	\$ 75 – \$205/hr.
Principals	\$210 – \$315/hr.
Professional Engineers/Designers of Engineering Systems	\$150 – \$200/hr.
Project Managers	\$150 – \$230/hr.
Real Estate Professionals	\$135 – \$165/hr.
Staff Engineers	\$ 75 – \$145/hr.
Technicians	\$ 95 – \$150/hr.
Wastewater Treatment Plant Operator	\$ 90 – \$115/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.12/page
Plots.....	\$0.006/sq.in.
Flash Drive.....	\$10
GPS Equipment.....	\$20/hour
Dini Laser Level.....	\$30/per day
Mailing/UPS.....	At cost
Mileage – Reimbursement.....	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle.....	\$0.75 mile standard/ \$0.67 mile for DOT
Nuclear Density Testing.....	\$25.00/day + \$10/test
Organic Vapor Field Meter.....	\$100/day
PC/CADD Machine.....	Included in labor rates
Robotic Survey Equipment	\$20/hour - \$15/hour for DOT
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter.....	\$30/hour
Drone Flight.....	\$375/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2024.

PROJECT DESCRIPTION

The project consists of Construction Services for the SE Little Beaver Dr. and SE 4th Thru 6th Sts. Water Main.

SCOPE OF SERVICES

MSA will provide services as set forth below.

1. Construction Administration

- Project Administration: Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.
- QA/QC: Employ documented quality-assurance/quality-control procedures throughout project.
- Tree Removal Review Meeting: Attend an onsite review meeting with the Contractor and City staff to discuss the tree removals prior to construction
- Pre-Construction Meeting: Coordinate and Conduct Preconstruction Meeting
 - i. Set up meeting and distribute electronic meeting invitation
 - ii. Prepare and distribute minutes and agenda
- Construction Progress Meetings: Facilitate and attend bi-weekly (every 2 weeks) meetings
 - i. An assumption of eight (8) onsite meetings is with this scope.
- Contractor Communication: Respond to Contractor Requests for Information and assist in interpretation of contract documents in person, in writing, or by telephone.
- Submittal Review: Review Contractor Shop Drawings, Submittals, Schedules and Samples for compliance with Construction Documents.
- Site Visits: Make periodic site visits to observe contractor's work in progress
 - i. Onsite engineering site visits by project manager have been estimated to be 8 hours and by project engineer have been estimated to be 40 hours during project construction for any questions from the Contractor or City inspector.
- Change Orders: Review Change Order requests from Contractor; recommend Change Orders to Owner as appropriate.
- Project Closeout: Prepare punch list (items to be completed or corrected). Attend punchlist walkthrough with City, Engineer and Contractor. Review Contractor work and completion documents for compliance with construction contract and readiness for final payment.
 - i. It is assumed that the Engineer will prepare a total of two (2) punchlists
 - ii. It is assumed that two (2) walkthrough meetings will take place onsite

2. Construction Staking

- Provide onsite construction staking to meet the requirements of SUDAS section 11,010 – Construction Survey.
- Provide line and grade stakes for:
 - Water Main
 - Pavement patches
- An assumption of three (3) site visits for site staking has been assumed in this scope. Any additional staking requirements by the Contractor due to staging will at the Contractor's expense. Any stakes that need to be replaced due to the Contractor's negligence will be at the Contractor's expense.

3. Post Construction

- Record Drawings: Prepare Record Drawings based on addenda, Field Orders, Change Orders and Contractor's Records
 - i. Tabular text file of existing infrastructure collected during the completion of topographic survey for the project.
 - ii. CAD file in AutoCAD format.
 - iii. Tabular text file of utility data collected during construction
 - iv. One (1) half-size (11x17) paper set of the post-construction record drawings.
 - v. One (1) half-size (11x17) PDF set of the post-construction record drawings.

DELIVERABLES

MSA will provide the following deliverables:

1. Record Drawings: one (1) paper copy, and one PDF file.

ADDITIONAL SERVICES

Services that are not included in the above Scope of Services can be provided under separate contract or by amending the scope and fee listed in this Agreement. Examples of additional services that may be needed or desired for completion of the project include:

1. Attendance of additional meetings that are not specifically addressed above shall be considered above and beyond the scope of services as identified herein.
2. Additional site visits to review project progress or to review contractor punchlist progress that are not specifically addressed above shall be considered above and beyond the scope of services as identified herein.
3. Additional stakes, due to the Contractor's negligence, will be at the Contractor's expense. The Engineer will notify the City, in writing (email) of the staking needs prior to staking in the field.

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Topographic, Utility and Boundary Surveying Services – Nilles Associates, Inc. Professional Services Agreement.

BACKGROUND: The City of Grimes has identified the need for engineering services to survey Lions Park. This project includes planning and design of recreation improvements in Lions Park. It will include various amenities to enhance the area adjacent to the GrimesPlex with some of the improvements possibly being constructed in 2024.

The staff selected Nilles Associates because of their background in land surveying and their familiarity with the City of Grimes from previous work.

BUDGETARY CONSIDERATIONS: The total fee proposed for the engineering services is a not-to-exceed amount of \$17,200 based off hourly rates and fixed expenses. The funding source for this work will be from the Annual Park Improvements line item in the CIP.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None

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, 515-986-4050, mahrens@grimesiowa.gov

Prepared by: Aaron Jarosh

Return to: Matt Ahrens

RESOLUTION 01-3024 TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES
WITH NILLES ASSOCIATES, INC. FOR THE LIONS PARK IMPROVEMENTS SURVEY

Grimes Resolution No. 01-3024

WHEREAS, the City of Grimes (Grimes) desires to obtain topographic, utility and boundary surveying services for future park improvements at Lions Park; and,

WHEREAS, the engineering firm of Nilles Associates, Inc. (Engineer), has substantial experience in performing land surveying necessary to establish existing topography, utilities and fixtures for engineering project design;

WHEREAS, Engineer has proposed the attached Professional Services Agreement that has scope of work to be supplied by the Engineer and compensation to be paid by Grimes for Engineer's engineering services related to the land surveying work;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the Professional Services Agreement with the Engineer on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 23rd day of January, 2024, and approved by the Mayor on the 23rd day of January, 2024.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk



December 18, 2023

City of Grimes
Brian Becker
Parks and Recreation Director

RE: City of Grimes – Lions Park

Brian,

Thank you for the opportunity to work on the design of Lions Park in Grimes. The proposed fees below is for the survey portion of the project.

Topographic, Utility and Boundary Survey:	\$ 17,200
--	------------------

Please feel free to contact me with any questions or concerns.

Thanks again!

Sincerely,

Jacob T. Nilles, PE, CPESC
NILLES ASSOCIATES, INC.

Accepted By:

Signature

Date

Printed name, title

PROPOSED SCOPE OF SERVICES:

Topographic, Utility and Boundary Survey

The extent of the survey will be as necessary to establish the existing topography, site utilities and fixtures, and boundary. All work shall be done by or under the direct supervision of a Professional Land Surveyor licensed in the State of Iowa.

- a) Locate existing topographic features within the project area. These items include buildings, trees, shrubs, landscaping, fences, retaining walls, signs, mailboxes, etc.
- b) Locate existing gravel or paved driveways, The type of material that each of these items consists of shall be noted (e.g. concrete, asphalt, seal coat, gravel, etc.).
- c) Locate a few boundary corner monuments; enough to establish approximate property lines. Not to be used for any land acquisitions.
- d) Ground elevations will be taken at an appropriate spacing to establish critical ground elevations, break lines, slopes, grade transition locations, and drainage channels.
- e) Using the Iowa One Call system, request location flagging for all utilities. Public and private utility owners of record will be contacted to request current maps of facilities within the project area. The private utilities could include telephone, fiber-optics, electric, gas, cable television, etc. The public utility systems could include water mains and services, storm sewer systems, sanitary sewer systems, and fiber optic lines. Review maps provided by facility owners for consistency with field locates.
- f) Field survey the locations of private utilities and public utility systems that are visible, have been marked on the ground by the utility owner, This includes locating private utility appurtenances (e.g. telephone pedestals, power poles, guy wires, electric transformer boxes, cable television pedestals, light poles and luminaries, valves, utility accesses and vaults, etc.) and public utility appurtenances (e.g. fire hydrants, water valves, water service stop boxes, utility accesses, intakes, sanitary sewer cleanouts, fiber-optic junction boxes, etc.). Storm sewer and sanitary sewer utility accesses and storm sewer intakes shall be opened to measure the structure's dimensions (length, width, and depth); direction of flow and sizes of each pipe; the flow line elevations of each pipe; and to determine the types of structure and pipe materials.
- g) Nilles Associates will provide a complete existing site base map in PDF and AutoCAD format.

Client Responsibilities

The CLIENT will need to provide the following items as needed:

- a. Any required signatures.

Additional Services

This proposal does **NOT** include the items listed below. Nilles Associates or a sub-consultant can provide these services at an additional cost if requested. Nilles is **NOT** including the following items within the requested scope:

- a. *Traffic Impact Study*
- b. *Construction Observation Services.*
- c. *Written Construction Specifications. Drawings will include notes, and details as well as reference to SUDAS (Statewide Urban Design and Specifications) manual for exterior improvements.*
- d. *A pre- or post-construction ALTA Survey.*
- e. *Sales or marketing exhibit.*
- f. *Measuring quantities or reviewing contractor payment applications.*
- g. *Design for lighting.*
- h. *SWPPP monitoring as required by permit.*
- i. *Detailed design for communication or service utilities such as gas, electric, or communication (by utility companies). Nilles will help coordinate general routing and transformer location.*
- j. *Soil borings or geotechnical report.*
- k. *Construction survey staking services.*
- l. *Variance requests, Comprehensive plan amendments, or Re-zoning.*
- m. *Potholing existing utilities to identify potential conflicts.*
- n. *Documents or exhibits related to developing a condominium regime or owner's association.*
- o. *Construction administration services such as submittal review, or site meetings during construction.*



TERMS AND CONDITIONS

PARTIES:

"NAI" shall mean Nilles Associates, Inc. "CLIENT" shall mean the person or entity executing this Agreement with "NAI".

LIMITATION OF LIABILITY:

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of NAI (including its officers, directors, shareholders, employees, agents and NAI's consultants and affiliated companies, and any of them) to CLIENT and anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the project or this Agreement from any cause or causes, including but not limited to, negligence, professional errors or omissions, strict liability or breach of any contract or any warranty, express or implied, of NAI as defined in parenthesis above, shall not exceed the greater of the total compensation to be received, or actually received, by NAI under this Agreement or the sum of \$50,000.

HAZARDOUS MATERIALS – INDEMNIFICATION:

CLIENT hereby understands and agrees that NAI has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes materials, chemical compounds, or substances, or any materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project and Agreement with respect to which NAI has been retained to provide services. The compensation to be paid NAI for said services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold NAI (including its officers, directors, shareholders, employees, agents and NAI's consultants and affiliated companies, and any of them) harmless from and against any and all claims, losses, costs or damages of any nature whatsoever, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkali's, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil water, or watercourses, objects, or tangible or intangible matter, whether sudden or not.

STANDARD OF CARE:

Services provided by NAI under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

RIGHT OF ENTRY:

The CLIENT shall provide for entry for the employees, agents and contractors of NAI and for all necessary equipment. While NAI shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT:

Unless otherwise provided herein, invoices will be prepared in accordance with NAI standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due NAI shall be increased for interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION:

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipts of written notice by the non-terminating party. In the event that this Agreement is



terminated for the convenience of either party or terminated by NAI for the default of the CLIENT, then NAI shall be paid for services performed to the termination effective date, including reimbursable expense due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of NAI and NAI does not cure the default, then NAI shall be paid for services performed to the termination notice date, including reimbursable expense due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses.

INFORMATION PROVIDED BY OTHERS:

NAI shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to NAI such information as is available to the CLIENT and the CLIENT's consultants and contractors, and NAI shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for NAI to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold NAI (including its officers, directors, shareholders, employees, agents and NAI's consultants and affiliated companies, and any of them) harmless from and against any and all claims, losses, costs or damages, of any nature whatsoever for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to NAI.

SHOP DRAWING REVIEW:

If, as part of this Agreement NAI reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by NAI, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauge, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. NAI's review shall be conducted with reasonable promptness while allowing sufficient time in NAI's judgment to permit adequate review. Review of a specific item shall not indicate that NAI has reviewed the entire assembly of which the item is a component. NAI shall not be responsible for any deviations from the contract documents not brought to the attention of NAI in writing by the Contractor. NAI shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST:

If, as part of this Agreement NAI is providing opinions of probable construction cost, the CLIENT understands that NAI has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that NAI opinions of probable construction costs are to be made on the basis of NAI's qualifications and experiences. NAI makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION:

If, as part of this Agreement NAI is providing construction observation services, NAI shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained NAI to make detailed inspections or to provide exhaustive or continuous project review and observation services. NAI does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials, or performing any work on the project.

OTHER SERVICES:

The CLIENT may direct NAI to provide other services including, but not limited to, any additional services identified in NAI's proposal. If NAI agrees to provide these services, then the schedule shall be reasonably adjusted to allow NAI to provide these services. Compensation for such services shall be at NAI's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Agreement to Agreement that contains an alternative compensation provision.

OWNERSHIP AND REUSE OF INSTRUMENTS OF SERVICES:



All Reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by NAI as instruments of service shall remain the property of NAI. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of NAI. The CLIENT agrees, to the fullest extent permitted by law to defend, indemnify and hold NAI (including its officers, directors, shareholders, employees, agents and NAI's consultants and affiliated companies, and any of them) harmless from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of NAI.

DISPUTE RESOLUTION:

Any claims or disputes between the CLIENT and NAI made during or after the providing of services under this Agreement shall be submitted to non-binding mediation.

DELAYS:

NAI is not responsible for delays caused by factors beyond NAI's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of GOD, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of NAI's services or work product promptly, or delays caused by faulty performance by the CLIENT or by contractors of any level. When such delays beyond NAI's reasonable control occur, the CLIENT agrees NAI is not responsible for damages, not shall NAI be deemed to be in default of this Agreement.

ASSIGNMENT:

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER:

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the terminations of this Agreement and all provision of this Agreement allocating, responsibly or liability between the CLIENT and NAI shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW:

This Agreement shall be governed pursuant to the laws in the state of the locale of the NAI address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY:

It is the policy of NAI to provide equal employment opportunities for all. NAI will not discriminate against any employee or applicant because of race, color, religion, sex, marital status, national origin, age, ancestry, veteran status, physical or mental handicap, unless related to performance of the job with or without accommodations.

COMPLETE AGREEMENT:

This Agreement constitutes the entire and integrated agreement between the CLIENT and NAI and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Topographic, Location and Utility Survey and Mapping Base Services – Nilles Associates, Inc. Professional Services Agreement.

BACKGROUND: The City of Grimes has identified the need for engineering services to survey SW 19th Street, SW Jazzwood Drive and intersections targeted for traffic calming.

These projects include infrastructure improvements along SW 19th Street and SW Jazzwood Drive and traffic calming improvements at select intersections in Grimes. The collected survey data will be utilized for in-house engineering design of projects targeted in the CIP.

The staff selected Nilles Associates because of their background in land surveying and their familiarity with the City of Grimes from previous work.

BUDGETARY CONSIDERATIONS: The total fee proposed for the engineering services is a not-to-exceed amount of \$23,125 for SW 19th St. and SW Jazzwood Dr. and \$8,500 for the traffic calming intersections based off hourly rates and fixed expenses. The funding source for this work will be from line items in the current CIP.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None

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, 515-986-4050, mahrens@grimesiowa.gov

Prepared by: Aaron Jarosh

Return to: Matt Ahrens

RESOLUTION 01-3124 TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES
WITH NILLES ASSOCIATES, INC. FOR THE SW 19TH STREET & SW JAZZWOOD DRIVE
AND TRAFFIC CALMING INTERSECTIONS SURVEYS

Grimes Resolution No. 01-3124

WHEREAS, the City of Grimes (Grimes) desires to obtain land surveying services for infrastructure improvements along SW 19th Street & SW Jazzwood Drive, and various intersections targeted for traffic calming; and,

WHEREAS, the engineering firm of Nilles Associates, Inc. (Engineer), has substantial experience in performing land surveying services necessary to establish existing topography, utilities and fixtures for engineering project design;

WHEREAS, Engineer has proposed the attached Professional Services Agreement that has scope of work to be supplied by the Engineer and compensation to be paid by Grimes for Engineer's engineering services related to the land surveying work;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the Professional Services Agreement with the Engineer on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___ to ___ on the 23rd day of January, 2024, and approved by the Mayor on the 23rd day of January, 2024.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk



December 20, 2023

Aaron Jarosh, PE
City of Grimes
410 SE Main Street
Grimes, Iowa 50111

RE: Scope of Services & Fee Proposal for the City of Grimes Surveys

Aaron,

Thank you for the opportunity to submit a proposal to provide survey and mapping for the City of Grimes.

Survey & Mapping (SW 19th St. (250th ST.) & SW Jazzwood Dr. (156th St.)): \$23,125

Survey & Mapping (Intersections): \$8,500

Please review the proposed scope of services and standard terms and conditions (enclosed), and feel free to contact me at (515) 360-3070 if you have any questions or concerns. Let me know if you would like us to proceed. Thanks again!

Sincerely,

Jake Nilles, PE
NILLES ASSOCIATES, INC.

Enclosures (2)

Accepted By:

Signature

Date

Printed name, title

PROPOSED SCOPE OF SERVICES:

Provide Survey and Mapping at the following location:

Areas shown per survey limit map provided by CLIENT.

Topographic, Location and Utility Survey and Mapping base services

The extent of the survey will be as necessary to establish the existing topography, and site utilities and fixtures. All work shall be done by or under the direct supervision of a Professional Land Surveyor licensed in the State of Iowa.

- a) Locate existing survey control points (if any) established within the project area. Existing control point with horizontal and or vertical datum information will be provided by the CLIENT. Establish additional control points (assume 5 total) within the project area, as necessary. The additional control points will be referenced to physical features.
- b) Locate a few boundary corner monuments; enough to establish approximate property lines. Not to be used for any land acquisitions.
- c) Locate existing topographic features within the project area. These items include buildings, trees, shrubs, landscaping, fences, retaining walls, signs, mailboxes, etc.
- d) Locate any driveways, sidewalks, and curb & gutter within the survey limits. The type of material that each of these items consists of shall be noted (e.g. concrete, asphalt, seal coat, gravel, etc.).
- e) Ground elevations will be taken at an appropriate spacing to establish critical ground elevations, break lines, slopes, grade transition locations, and drainage channels.
- f) Using the Iowa One Call system, request location flagging for all utilities. Public and private utility owners of record will be contacted to request current maps of facilities within the project area. The private utilities could include telephone, fiber-optics, electric, gas, cable television, etc. The public utility systems could include water mains and services, storm sewer systems, sanitary sewer systems, and fiber optic lines. Review maps provided by facility owners for consistency with field locates.
- g) Field survey the locations of private utilities and public utility systems that are visible, have been marked on the ground by the utility owner, This includes locating private utility appurtenances (e.g. telephone pedestals, power poles, guy wires, electric transformer boxes, cable television pedestals, light poles and luminaries, valves, utility accesses and vaults, etc.) and public utility appurtenances (e.g. fire hydrants, water valves, water service stop boxes, utility accesses, intakes, sanitary sewer cleanouts, fiber-optic junction boxes, etc.). Storm sewer and sanitary sewer utility accesses and storm sewer intakes shall be opened to measure the structure's dimensions (length, width, and depth); direction of flow and sizes of each pipe; the flow line elevations of each pipe; and to determine the



types of structure and pipe materials. *Excavating and potholing to expose buried utilities are not included in this Scope of Services.*

- h) Nilles Associates will provide a complete existing site base map in 2023 Civil 3D AutoCAD format with survey information and existing surface.

This proposal does **NOT** include the items listed below. Nilles Associates or a sub-consultant can provide these services at an additional cost if requested. Nilles is **NOT** including the following items within the requested scope:

- a. *Construction Observation Services.*
- b. *A pre- or post-construction ALTA Survey, subdivision plat, plat of survey or monument preservation certificate.*
- c. *Measuring quantities or reviewing contractor payment applications.*
- d. *SWPPP monitoring as required by permit.*
- e. *Soil borings or geotechnical report.*
- f. *Construction survey staking services.*
- g. *Variance requests, Comprehensive plan amendments, or Re-zoning.*
- h. *Potholing existing utilities to identify potential conflicts.*



TERMS AND CONDITIONS

PARTIES:

"NAI" shall mean Nilles Associates, Inc. "CLIENT" shall mean the person or entity executing this Agreement with "NAI".

LIMITATION OF LIABILITY:

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of NAI (including its officers, directors, shareholders, employees, agents and NAI's consultants and affiliated companies, and any of them) to CLIENT and anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the project or this Agreement from any cause or causes, including but not limited to, negligence, professional errors or omissions, strict liability or breach of any contract or any warranty, express or implied, of NAI as defined in parenthesis above, shall not exceed the greater of the total compensation to be received, or actually received, by NAI under this Agreement or the sum of \$50,000.

HAZARDOUS MATERIALS – INDEMNIFICATION:

CLIENT hereby understands and agrees that NAI has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes materials, chemical compounds, or substances, or any materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project and Agreement with respect to which NAI has been retained to provide services. The compensation to be paid NAI for said services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold NAI (including its officers, directors, shareholders, employees, agents and NAI's consultants and affiliated companies, and any of them) harmless from and against any and all claims, losses, costs or damages of any nature whatsoever, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkali's, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil water, or watercourses, objects, or tangible or intangible matter, whether sudden or not.

STANDARD OF CARE:

Services provided by NAI under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

RIGHT OF ENTRY:

The CLIENT shall provide for entry for the employees, agents and contractors of NAI and for all necessary equipment. While NAI shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT:

Unless otherwise provided herein, invoices will be prepared in accordance with NAI standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due NAI shall be increased for interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION:

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipts of written notice by the non-terminating party. In the event that this Agreement is



terminated for the convenience of either party or terminated by NAI for the default of the CLIENT, then NAI shall be paid for services performed to the termination effective date, including reimbursable expense due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of NAI and NAI does not cure the default, then NAI shall be paid for services performed to the termination notice date, including reimbursable expense due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses.

INFORMATION PROVIDED BY OTHERS:

NAI shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to NAI such information as is available to the CLIENT and the CLIENT's consultants and contractors, and NAI shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for NAI to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold NAI (including its officers, directors, shareholders, employees, agents and NAI's consultants and affiliated companies, and any of them) harmless from and against any and all claims, losses, costs or damages, of any nature whatsoever for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to NAI.

SHOP DRAWING REVIEW:

If, as part of this Agreement NAI reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by NAI, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauge, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. NAI's review shall be conducted with reasonable promptness while allowing sufficient time in NAI's judgment to permit adequate review. Review of a specific item shall not indicate that NAI has reviewed the entire assembly of which the item is a component. NAI shall not be responsible for any deviations from the contract documents not brought to the attention of NAI in writing by the Contractor. NAI shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST:

If, as part of this Agreement NAI is providing opinions of probable construction cost, the CLIENT understands that NAI has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that NAI opinions of probable construction costs are to be made on the basis of NAI's qualifications and experiences. NAI makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION:

If, as part of this Agreement NAI is providing construction observation services, NAI shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained NAI to make detailed inspections or to provide exhaustive or continuous project review and observation services. NAI does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials, or performing any work on the project.

OTHER SERVICES:

The CLIENT may direct NAI to provide other services including, but not limited to, any additional services identified in NAI's proposal. If NAI agrees to provide these services, then the schedule shall be reasonably adjusted to allow NAI to provide these services. Compensation for such services shall be at NAI's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Agreement to Agreement that contains an alternative compensation provision.

OWNERSHIP AND REUSE OF INSTRUMENTS OF SERVICES:



All Reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by NAI as instruments of service shall remain the property of NAI. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of NAI. The CLIENT agrees, to the fullest extent permitted by law to defend, indemnify and hold NAI (including its officers, directors, shareholders, employees, agents and NAI's consultants and affiliated companies, and any of them) harmless from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of NAI.

DISPUTE RESOLUTION:

Any claims or disputes between the CLIENT and NAI made during or after the providing of services under this Agreement shall be submitted to non-binding mediation.

DELAYS:

NAI is not responsible for delays caused by factors beyond NAI's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of GOD, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of NAI's services or work product promptly, or delays caused by faulty performance by the CLIENT or by contractors of any level. When such delays beyond NAI's reasonable control occur, the CLIENT agrees NAI is not responsible for damages, not shall NAI be deemed to be in default of this Agreement.

ASSIGNMENT:

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER:

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the terminations of this Agreement and all provision of this Agreement allocating, responsibly or liability between the CLIENT and NAI shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW:

This Agreement shall be governed pursuant to the laws in the state of the locale of the NAI address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY:

It is the policy of NAI to provide equal employment opportunities for all. NAI will not discriminate against any employee or applicant because of race, color, religion, sex, marital status, national origin, age, ancestry, veteran status, physical or mental handicap, unless related to performance of the job with or without accommodations.

COMPLETE AGREEMENT:

This Agreement constitutes the entire and integrated agreement between the CLIENT and NAI and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Approving the Splash Pad Sculpture Lions Club Sponsorship Agreement

BACKGROUND: The City of Grimes is constructing a splash pad park, located at Waterworks Park, 100 N James St. Previously, the Grimes Lions Club has generously supported many charitable and civic activities in Grimes and wishes to continue doing so by donating \$50,000 towards the purchase and installation of the Grimes Splash Pad Sculpture. In consideration of this donation, The City of Grimes agrees to the following through 2041:

1. One Grimes Community Complex room is utilized for an hour at a mutually agreeable time each month (Typically the 2nd Month of the Month at 7 pm).
2. Three to four Grimes Community Complex cafeteria rentals per year from 5:30 am – 11:00 am on mutually agreeable dates for use by the Grimes Lions Club for breakfast fundraising events.
3. The use of one mutually agreeable equipment storage room at the Grimes Community Complex. Additionally, the room has the following items: tables, chairs, filing cabinets, and miscellaneous items that no longer fit in the storeroom. (Storage of tables and chairs will remain under the stage in the gymnasium and will remain property of Grimes Lions Club).
4. The Grimes Lions Club will also receive a permanent memorial sign near the Sculpture recognizing the club's founding members.

BUDGETARY CONSIDERATIONS: One-time donation of \$50,000

STRATEGIC PLANNING:

Prioritized: X YES

*High-Performing Organization/Exception Professional Services X

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

*Dynamic Town/Strong Sense of Community X

*More Beautiful/Vibrant Community X

BOARD/COMMISSION ACTIONS: Park Board approved at the January 10, 2024, meeting

STAFF RECOMMENDATION: Staff recommends approval of the splash pad sculpture Lions Club sponsorship agreement.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Brian Becker, Parks and Recreation Director, 515-986-2143, bbecker@grimesiowa.gov

Prepared by: Brian Becker

Return to: Brian Becker

RESOLUTION APPROVING THE SPLASH PAD SCULPTURE LIONS CLUB SPONSORSHIP
AGREEMENT

Grimes Resolution No. 01-3224

WHEREAS, the City of Grimes (Grimes) is constructing a splash pad park, located at Waterworks Park, 100 N James St. and

WHEREAS, in continuance of its previous generosity in support of Grimes civic activities, the Lions Club wishes to donate \$50,000 towards the purchase and installation of the Grimes Splash Pad Sculpture and

WHEREAS, in return, through 2041, Grimes will provide free use of a community complex room once per month for Lions Club meetings, free community complex cafeteria rentals three or four times yearly, use of a community complex storage room free of charge and a permanent memorial sign near the sculpture. And

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor and City Clerk are authorized to execute the attached sponsorship agreement on behalf of the City of Grimes.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

SPLASH PAD SCULPTURE SPONSORSHIP AGREEMENT

The City of Grimes, Iowa (Grimes) and the Grimes Lions Club, a non-profit organization, enter into the following Sponsorship Agreement (Agreement):

1. Grimes is constructing a splash pad park for the enjoyment of residents.
2. The Grimes Lions Club has previously generously supported many charitable and civic activities in Grimes.
3. In consideration for this Agreement, the Grimes Lions Club will provide \$50,000 to Grimes for the purchase and installation of the Grimes Splash Pad Sculpture.
4. In consideration for this sculpture purchase and installation payment, Grimes agrees to provide the Grimes Lions Club with the following until the end of 2041 or while it is owned by the city:
 - a. One Grimes Community Complex room is utilized for an hour at a mutually agreeable time each month (Typically the 2nd Monday of the Month at 7 pm).
 - b. Three to four Grimes Community Complex cafeteria rentals per year from 5:30 am – 11:00 am at mutually agreeable dates for use by the Grimes Lions Club for breakfast fundraising events.
 - c. The use of one mutually agreeable equipment storage room at the Grimes Community Complex. Additionally, the room has the following items: tables, chairs, filing cabinets, and miscellaneous items that no longer fit in the storeroom. (Storage of tables and chairs will remain under the stage in the gymnasium and will remain property of Grimes Lions Club).
 - d. The Grimes Lions Club will also receive a permanent memorial sign near the Sculpture recognizing the club's founding members.
5. The parties mutually agree that the Grimes Community Complex space provided under Section 4 to the Grimes Lions Club is not intended to equal the value of the \$50,000 sponsorship payment, and further agree that the present value of the space provided under Section 4 is worth \$10,000.

This Agreement was entered into between the Grimes Lions Club and the City of Grimes on this ____ day of _____, 2024.

CITY OF GRIMES

By: _____
Scott Mikkelsen

SPLASH PAD PARK SPONSOR

By: Michelle Burke
Grimes Lions Club

Attest:

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Personnel Transactions

BACKGROUND: The resolution authorizes names of individuals and their specific rates of pay to fill positions consistent with job descriptions and salary ranges previously approved and adopted by City Council, in the normal course of the HR Department's business. Also included is a position reclassification, which is provided for by City policy when an employee's performance of duties in his/her position are not adequately reflected by the essential duties and responsibilities, licensing and/or certification requirements, or compensation of the existing position's classification.

BUDGETARY CONSIDERATIONS: This budget for this position can be accounted for in the department's previously approved budget for FY24.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Erik Fisk, Director Human Resources, 515-986-3036, efisk@grimesiowa.gov

Prepared by: Tammy Johnson

Return to: Tammy Johnson

City of Grimes Job Description

Council Approval: 01/16/2024

Title: Civil Engineer

Department/Location: Development Services / Grimes Community Complex

FLSA/Pay Status: Exempt

Hourly/Annual Pay: \$86,868.85 - \$115,961.18, annually

Reports to: City Engineer

Position Overview:

Under the direction of the City Engineer, prepares and reviews engineering designs, plans, specifications and cost estimates for public infrastructure projects. Performs and coordinates the review of private development and capital improvement projects in relation to the City's infrastructure. Utilizes an understanding of City standards, engineering standards and state law to ensure compliance of construction activities related to public and private infrastructure. Assists with the preparation of the City's annual Capital Improvement Program (CIP). Performs and manages the in-house engineering design, bidding and construction of CIP projects. Oversees consultant-designed CIP projects and coordinates decisions with the consultant and applicable City staff across departments. Responds to inquiries and concerns from citizens and contractors and performs related work as required.

Essential Functions:

(Description of Duty: Do not include if less than 5% of time unless essential. Be specific without giving explicit instructions on how to perform. Use accurate adjectives and only duties current to the position.)

Prepares, reviews and approves engineering designs, plans, specifications and cost estimates for public infrastructure projects to ensure compliance with established requirements.

Performs and coordinates the review and approval process of engineering designs, plans, specifications, and as-built records for private development projects.

Reviews public and private development street pavement, water main, storm sewer, sanitary sewer and sidewalk/trails design and construction for compliance with the Statewide Urban Design and Specifications (SUDAS) and City of Grimes standards.

Assists with the preparation of the City's annual Capital Improvements Program including developing public improvement concepts and generating conceptual cost estimates.

Manages consultant-designed CIP projects and acts as the City's point of contact during the design and construction phases. Coordinates decisions with the consultant and applicable City staff across departments. Attends miscellaneous project meetings, as necessary, on the City's behalf during all phases of project development and construction.

Performs construction administration duties on public infrastructure projects, including but not limited to: leading preconstruction meetings, preparing and reviewing pay applications and change orders and overseeing project closeouts.

Manages in-house engineering design and preparation of construction documents for CIP projects including plans, specifications, cost estimates and bidding documents.

Prepares letters, city council memos, resolutions and other documents as necessary to prepare for council meetings and respond to the general public.

Assists with the locating and accuracy of the City's infrastructure assets in the GIS database.

Responds to inquiries and concerns from residents, businesses, contractors and consultants regarding public and private infrastructure improvements, coordinates on-site investigations and data collection and acts as the City's representative.

Performs other duties and responsibilities as assigned.

Prepares funding/grant applications.

Manages the development of City of Grimes supplemental design and construction specifications.

Attends construction meetings such as, but not limited to, preconstruction, utility coordination, public information, and project update meetings.

Qualifications:

Bachelor's Degree in Civil Engineering from a four (4) year accredited college or university and a minimum of four (4) years of progressively responsible work experience in civil engineering, or an equivalent combination of education and experience.

Licenses/Certifications:

Must be in possession of a license to practice as a professional civil engineer issued by the State of Iowa or licensed in another state with the ability to obtain an Iowa license within 12 months of employment.

Shall possess and maintain a valid motor vehicle operator's license issued by the State of Iowa.

Skills:

Ability to organize and coordinate multiple engineering projects and activities to obtain maximum results; sound problem-solving ability; ability to communicate effectively and clearly, both verbally and in writing; ability to prepare technical reports, estimates, and construction records.

Knowledge:

Knowledge of modern principles and practices of public works and civil engineering; knowledge of AutoCAD Civil 3D (or equivalent) and ArcReader GIS software (or equivalent); ability to coordinate and supervise the activities of engineering division personnel; ability to manage multiple tasks simultaneously; ability to communicate and cooperate with officials, co-workers, contractors, consulting engineers and the general public. Proficient with PCs and computer software and applications, including CAD, GIS, GPS and/or civil engineering design software, word processing, database and spreadsheet software.

Working Conditions and Physical Requirements:

Sedentary/light work. Exerts up to 20lbs of force frequently and/or a negligible amount of force constantly to move objects. Work is performed primarily in office setting with occasional off-site visits. Sufficient clarity of speech, hearing, vision and other communications capabilities, with or without reasonable accommodation which enables the individual to communicate effectively. Must also possess manual dexterity, with or without reasonable accommodation, to operate a personal computer and related equipment.

The City of Grimes is an Equal Opportunity Employer. This job description reflects the administration's assignment of essential functions, and nothing herein restricts the administration's right to assign duties and responsibilities to this job at any time. This job description is not a contract for employment.

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Resolution Adopting Amendments to Employee Handbook

BACKGROUND: This resolution relates to an annual amendment to the employee handbook. Most revisions are minor, routine amendments that arise from instances that call for clarification or correction, with some minimal broader policy changes. A redline version of the handbook is attached as an Exhibit to this resolution, and a broad summary of the changes follows:

- p. 12 – changing “business hours” from 8-5 to 8-4:30 to align with current practice;
- p. 13 – clarifying categories of “part-time” employees for the purposes of vacation/PTO accrual;
- pp. 13-14 – revising certain recruitment features that have changed as a matter of practice;
- p. 14 (and others) – removing reference to “fire department” employees, given the transition of employees to administrative City Johnston under the revisions to the 28E;
- p. 15 – clarification to features of job descriptions;
- p. 17 – new inclement weather policy;
- pp. 18-19 – clarification to impact and use of “compensatory overtime” and revision of limit of comp time accrual to 24 hours from 20 hours;
- p. 23 – clarifying rules relating to exceptions made to PTO rules for employees hired with previously scheduled off time, such as vacations, childbirth, weddings, etc.; and
- p. 42 – adding mandatory seat belt policy for city vehicle and personal vehicle use on City time, as required by workers compensation carrier.

BUDGETARY CONSIDERATIONS: n/a

STRATEGIC PLANNING:

Prioritized: ____YES __x__NO

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

BOARD/COMMISSION ACTIONS: n/a

STAFF RECOMMENDATION: Staff recommends approval of the resolution adopting amendments to the Employee Handbook.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Erik Fisk, Director Human Resources, 515-986-3036, efisk@grimesiowa.gov

Prepared by: Tammy Johnson
Return to: Tammy Johnson

RESOLUTION 01-3424 ADOPTING AMENDMENTS TO EMPLOYEE HANDBOOK

Grimes Resolution No. 01-3424

WHEREAS, the HR Director has provided an update of certain portions of that City of Grimes Employee Handbook, based on management and legal recommendations to existing policies;

WHEREAS, the amended handbook is adopted attached hereto as Exhibit "A;"

WHEREAS, the City Administrator and HR Director are authorized to adopt the amendments and exercise such discretion as may be necessary in the timing, sequence, or applicability of a fair and equitable transition to any new or substituted policies:

Section 1. The proposed policies are adopted into the Employee Handbook by this Resolution.

Section 2. Any policies, rules, or standards that conflict with these policies are hereby repealed.

Section 3. This resolution shall become effective on the date of its acceptance.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, _____.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk



City of Grimes Employee Handbook

Drafted December 6, 2019

**Adopted by Resolution No. 12-0519 on December 9,
2019**

Updated by Resolution No. 05-3522 on May 24, 2022

CITY OF GRIMES EMPLOYEE HANDBOOK

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I. INTRODUCTION

Purpose

The purpose of these policies is to establish a uniform and equitable system of personnel administration for employees of the City of Grimes. They should not be construed as contract terms for any City employees. No supervisor or City representative has any authority to enter into any agreement for employment for any specific period of time, or to make any agreement contrary to this provision. Nothing in this Employee Handbook, or in other City policies which may be communicated to the employee, constitutes a contract of employment for any City employee. The policies are not intended to cover every situation that might arise and can be amended at any time at the sole discretion of the City. These policies supersede all previous personnel policies. As an employee, you are responsible for complying with current City policy at all times.

Except as otherwise prohibited by law, the City of Grimes has the right to terminate any employee at any time for any or no reason. Employees may similarly terminate employment at any time for any reason.

Scope

These policies apply to all employees of the City. Except where specifically noted, these policies do not apply to:

1. Elected officials
2. City attorney
3. Members of city boards, commissions, and committees
4. Consultants and contractors
5. Volunteers, except as specifically noted

If any policy herein conflicts with or is inconsistent in any manner with any current union agreement, the union agreement will prevail. Union employees should consult their collective bargaining agreement for specific rules pertinent to their employment conditions.

These policies serve as an information guide to help employees become better informed and to make their experience with the City more rewarding. Departments may have special work rules (only when deemed necessary by the supervisor or Department Head and approved by the city administrator) for the achievement of objectives of that department. Each employee will be given a copy of such work rules by the department upon hiring and such rules will be further explained and enforcement discussed with the employee by the immediate supervisor.

EEO Policy Statement

The City is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, selection, lay-off, disciplinary action, termination, compensation and selection for training. The City will not discriminate against any employee or job applicant on the basis of race, color, creed, religion, national origin, ancestry, sex, sexual orientation, gender identity, or gender expression, disability, age, marital status, genetic information, or veteran status.

Data Practices Advisory

Employee records are maintained in a location designated by the city administrator. Personnel data is retained in personnel files, finance files, and benefit/medical files. Information is used to administer employee salary and benefit programs, process payroll, complete state and federal reports, document employee performance, etc.

Employees have the right to know what data is retained, where it is kept, and how it is used. All employee data will be received, retained, and disseminated in compliance with Iowa and federal law.

Media Requests

All City employees have a responsibility to help professionally communicate accurate and timely information to the public. Requests for private data or information outside of the scope of an individual's job duties should be routed to city hall or the relevant Department Head.

With the exception of routine events and basic information readily available to the public, all requests for interviews or information from the media are to be routed through the Marketing and Communications Manager. No city employee is authorized to speak on behalf of the City without prior authorization from either the Marketing and Communications Manager or the city administrator or his/her designee. Media requests include anything intended to be published or viewable to others in some form such as television, radio, newspapers, newsletters, social media postings, and websites. When responding to media requests, employees should follow these steps:

1. If the request is for routine or public information (such as a meeting time or agenda), provide the information and notify the Marketing and Communications Manager of the request.
2. If the request is regarding information about city personnel, potential litigation, controversial issues, an opinion on a City matter, or if an employee is unsure if the request is a "routine" question, forward the request to the Marketing and Communications Manager. An appropriate response would be, "I'm sorry, I don't have the full information regarding that issue. Let me take some basic information and submit your request to the appropriate person, who will get back to you as soon as he/she can." Then ask the media representative's name, questions, deadline, and contact information.

All news releases concerning city personnel will be the responsibility of the Marketing and Communications Manager.

When/if the Marketing and Communications Manager or city administrator authorizes a staff person to communicate on behalf of the city in interviews, publications, news releases, on social media sites, and related communications, employees must:

- Identify themselves as representing the City. Account names on social media sites must be clearly connected to the City and approved by the city administrator.
- Be respectful, professional, and truthful when providing information. Provide only factual information (not opinions or editorial comments).

- Do not include personal opinions in official City statements, except when to promote a city service.

II. CITYWIDE WORK RULES & CODE OF CONDUCT

Conduct as a City Employee

In accepting city employment, employees become representatives of the City and are responsible for assisting and serving the citizens for whom they work. An employee's primary responsibility is to serve the residents. Employees should exhibit conduct that is ethical, professional, responsive, and of standards becoming of a city employee. To achieve this goal, employees must adhere to established policies, rules, and procedures and follow the instructions of their supervisors.

The following are job requirements for every position at the City. All employees shall:

- Perform assigned duties to the best of their ability.
- Provide prompt and courteous service to the public.
- Read, understand, and comply with rules and regulations in this handbook and those in their departments.
- Behave professionally toward both residents and staff and respond to inquiries and information requests with patience and every possible courtesy.
- Report any and all unsafe conditions to an immediate supervisor.
- Maintain good attendance while meeting the goals set by an employee's supervisor.

Attendance & Absence

The operations and standards of service in the City require that employees be at work unless valid reasons warrant absence or an employee has a position that has been approved to work remotely. In order for a team to function efficiently and effectively, employees must fully understand the goals that have been set for them and the time required to be on the job.

Understanding attendance requirements is an essential function of every city position.

Employees who anticipate work absence shall notify their supervisor as soon as possible in advance of the absence. In the event of an unexpected absence, employees should call their supervisor before the scheduled starting time and keep in mind the following procedures:

- If the supervisor is not available at the time, the employee should leave a message that includes a telephone number where he/she can be reached and/or contact any other individual who was designated by the supervisor.
- Failure to use the established reporting process may be grounds for discipline.
- The employee must call or report to the supervisor each day of an absence extending beyond one (1) day unless arrangements otherwise have been made with the supervisor.
- Employees absent for three (3) days or more and who do not report the absence according to this policy will be considered to have voluntarily resigned not in good

standing.

- The City may waive this rule if extenuating circumstances warranted such behavior.

This policy does not preclude the City from administering discipline for unexcused absences of less than three (3) days. Individual departments may establish more specific reporting procedures.

For budgetary and confidentiality reasons, non-exempt employees (eligible for overtime pay) are not authorized to take work home or work through lunch without prior approval from their supervisor.

Access to and use of City Property – Loss or Damage

Employees who are issued and/or operating City equipment and/or property shall be responsible for the safekeeping, serviceable condition, proper care and use of that property or equipment. “City equipment and/or property” includes, but is not limited to: security access cards, lap top computers, cellular phones, cameras, keys, tools, uniforms, vehicles, capital equipment used in the regular course of employment such as lawn mowers, large power tools, back hoes, etc. Any such City equipment and/or property that is lost, damaged, or found to be unserviceable shall be immediately reported to the employee’s supervisor and the city Clerk. While immediate reporting may not always be practical, under no circumstances shall such report be delayed by more than two hours to the supervisor or 24 hours to the City Clerk. All employees using City equipment and/or property have a duty to exercise good stewardship of public property and promptly report damages or losses. Employees who either fail to report damages or loss under this provision or are found to have intentionally or recklessly damaged City equipment and/or property will be subject to discipline.

Appearance

Departments may establish dress codes for employees as part of departmental rules, as approved by the city administrator or designee. Personal appearance should be appropriate to the nature of the work and contacts with other people and should present a positive image to the public.

Clothing, jewelry, or other items that could present a safety hazard are not acceptable in the workplace. Dress needs vary by function. Employees who spend a portion of the day in the field need to dress in a professional manner appropriate to their jobs, as determined by their supervisor. Employees may dress in accordance with their gender identity, within the constraints of the dress codes adopted by the department. City staff shall not enforce the City’s dress code more strictly against transgender and gender diverse employees than other employees.

Conflict of Interest/Related-Party Transactions

All City employees shall avoid participating financially, directly or indirectly, in any business enterprise which might influence or be thought or perceived to influence their official decisions or actions.

Outside Employment:

- Should not involve the city's time, facilities, equipment, supplies or the use of the city's uniform, business card or other evidences of office or employment.
- Should not involve the receipt of compensation or other consideration by an individual for performing his/her regular duties for the city.
- Should not be subject to the official control, inspection, review, audit or enforcement authority of the individual during the performance of his/her regular duties for the City.

No City employee shall have interest, direct or indirect, in any contract or job of work or material or the profits thereof of services to be furnished or performed for the City unless he or she meets one of the exceptions as delineated in Code Section 362.5 of the Iowa Code. A contract entered into in violation of this section is void.

Confidentiality Agreements

The City is a public entity and subject to open meetings and open records requirement, and nothing in this section is designed to impair those public obligations. However, in the course of their employment, city employees will be exposed to reports, incidents, personal data, personal health information, and similar information that warrants employee discretion and confidentiality. Employees agree not to use, disclose, or in any way reveal or disseminate to unauthorized parties any information they learn through their employment with the City through contact with written or electronic materials, documents, email messages or other electronic communications, or verbal or telephone conversations that are within the scope of their assignment with the City.

All employees shall certify compliance with this section by a separate agreement, and all employees agree to never remove any confidential material of any kind from the premises unless authorized expressly as part of work duties, or with the express written permission or direction to do so from a supervisor.

Personal Use

All employees are required to exercise care in the use of City property. Negligence in the care and use of City property may be grounds for suspension and/or dismissal. Unauthorized removal of City property from the premises or its conversion to personal use will be considered grounds for suspension and/or discharge.

No employee shall use City property for personal use unless specific permission has been granted by the City Administrator. This includes, but is not limited to: vehicles, tools, hoists, mowers, equipment, power tools, and the like. No employee shall use City labor of fellow employees for personal use unless specific permission has been granted by the City Administrator. For example, this would include snow removal, concrete removal or installation, vehicle repair, and the like.

No City official or employee will allow the authority of the City to be used nor be involved in using the authority of the City to make purchases for any employees or individuals for their personal use. No City employee shall use any property that belongs to the City for any private purpose nor shall any City employee perform any non-employment related duties while on City time.

Falsification of Records

Any employee who makes false statements or commits, or attempts to commit, fraud in an effort to prevent the impartial application of these policies, will be subject to immediate disciplinary action up to and including termination.

Whistleblower Protections

An employee of the City who, in good faith, reports an activity that he/she considers to be illegal or dishonest to one or more of the city administrators or the human resources director may have whistleblower protections. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate city management officials are charged with these responsibilities.

Examples of illegal or dishonest activities include violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact his/her immediate supervisor or the human resources director. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing may be subject to discipline up to and including termination.

It is the City's legal responsibility to protect employees who make a complaint of employment discrimination, who serve as a witness or participate in an investigation, or who are exercising their rights when requesting religious or disability accommodation from retaliation.

Whistleblower protections are provided in two important areas – confidentiality and against retaliation. Insofar as consistent with Iowa law, the confidentiality of the whistleblower will be maintained. However, identities may be disclosed to conduct an investigation, to comply with the law and to provide accused individuals their legal rights of defense. The City will not retaliate against a whistleblower. Any whistleblower who believes he/she is being retaliated against must contact human resources immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing.

Personal Telephone Calls

Personal telephone calls during work time should be made or received only when truly necessary (e.g., family or medical emergency), should not interfere with city work, and should be completed as quickly as possible.

Political Activity

City employees have the right to express their views and pursue legitimate involvement in the political system. However, no city employee will directly or indirectly, during hours of employment, solicit or receive funds for political purposes. Further, any political activity in

the workplace must be pre-approved by the City to avoid any conflict of interest or perception of bias.

Smoking

The City observes and supports the Iowa Smokefree Air Act. All city buildings and vehicles, in their entirety, shall be designated as tobacco free, meaning that smoking in any form (through the use of tobacco products such as pipes, cigars, and cigarettes) is prohibited while in a city facility or vehicle.

Smoking of any kind, including pipes, cigars, and cigarettes is prohibited for employees while on duty, subject to specific departmental rules. Employees 18 and over are allowed to smoke only during their breaks and lunch, and only in areas designated for that purpose.

Resignation

Employees wishing to leave city service in good standing must provide a written resignation notice to their supervisor, at least ten (10) working days before leaving. Exempt employees must give thirty (30) calendar days' notice. The written resignation must state the effective date of the employee's resignation.

Unauthorized absences from work for a period of three consecutive work days will be considered resignation without proper notice.

III. DEFINITIONS

For purposes of these policies, the following definitions will apply:

- (a) **Business Hours:** The City's regular hours of operation are Monday through Friday, from 8 a.m. to ~~5~~4:30 p.m.
- (b) **Department Head:** An employee who has responsibility for directing one or more departments.
- (c) **Exempt Employee:** Employees who are not covered by the overtime provisions of the federal or state Fair Labor Standards Act.
- (d) **Fiscal Year:** The period from July 1 to June 30.
- (e) **Immediate Family:** An employee's immediate family includes the employee's spouse or partner/significant other, child, parent, brother or sister, mother or father-in-law, son or daughter-in-law, and grandparents/grandchildren, or with exceptions to be approved by the city administrator.
- (f) **Pay Period:** A fourteen (14) day period beginning at 12 a.m. (midnight) on Monday through 11:59 p.m. on Sunday, fourteen (14) days later.
- (g) **Regular Full-Time Employee:** An employee who has completed the trial

period and who regularly works a minimum of forty (40) hours a week on a continuing basis.

(h) **Regular Part-Time Employee:** An employee who works less than forty (40) but at least twenty (20) hours a week on a continuing basis and is eligible for pro-rated holiday, PTO, or other benefits, but not including health, disability, life, vision, or dental insurance. This includes employees who work more than twenty hours on average, even if they may not work more than twenty hours in a particular given week. For payroll and benefit accrual purposes, the options available for part-time employees are fifty percent (20/40 hours), seventy-five percent (30/40 hours), or eighty percent (32/40), regardless of actual hours worked. Initial status is set upon hire; any change of status will require three-months of proven change in hours before adjustments are made to benefit accruals (including PTO, holiday, and other benefits).

(i) **Temporary/Seasonal Employees:** Temporary/seasonal employees are defined as those employees who hold jobs of limited duration arising out of special projects, abnormal workloads or emergencies. Temporary employees are not eligible for City benefits.

(j) **Training/Probationary Period:** A six-month period at the start of employment with the City (or at the beginning of a promotion, reassignment, or transfer) is designated as a period within which to learn the job, unless covered by a collective bargaining agreement stating a different time frame. An employee serving his/her initial probationary period may be disciplined at the sole discretion of the City, up to and including dismissal. Nothing in this policy handbook shall be construed to imply that after completion of the probationary period, an employee has any vested interest or property right to continued employment, which continues to be “at will.”

IV. EMPLOYEE RECRUITMENT & SELECTION

Scope

The human resources director or a designee will manage the hiring process for positions within the City. While the hiring process may be coordinated by staff who screen applicants, perform interviews, and make hiring recommendations, hiring will become final upon the City Council’s approval based on the recommendations of staff. All hires will be made according to merit and fitness related to the position being filled.

Features of the Recruitment System

The human resources director or designee will determine if a vacancy will be filled through an open recruitment or by promotion, transfer, or some other method. This determination will be made on a case-by-case basis. The majority of position vacancies will be filled through an open recruitment process.

Applications for employment will ~~generally be made online or by application forms provided by the City.~~ Other materials in lieu of a formal application may be accepted in certain exceptional recruitment situations as determined by the human resources director or designee. Supplemental questionnaires or skill exercises may be required in certain situations. All candidates must complete and submit the required application materials by

the posted deadline, ~~in order~~ to be considered for the position.

The deadline for application may be extended by the human resources director. Unsolicited applications ~~will be~~ are not kept on file.

Position vacancies may be filled on an “acting” basis as needed. Pay rate adjustments, if any, will be made according to the Performance Management System adopted by the City Council in Resolution 09-0419 Adopting Performance Management System (passed September 10, 2019) and consistent City policy.

Testing and Examinations

Applicant qualifications will be evaluated in one or more of the following ways: training and experience rating; written test; oral test or interview; performance or demonstrative test; physical agility test; or other appropriate job-related exam. For example:

- Keyboarding exercises for data entry positions.
- Writing exercises for positions requiring writing as part of the job duties.
- Roleplaying exercise for an administrative support position (sets up real-life scenarios and items that would likely be given to the position for action, and asks the candidate to list and prioritize the steps they would take to complete the tasks).
- Mock presentation to the City Council for a planning director position, for example.

Internal recruitments will be open to any city employee who: (1) has successfully completed the initial training period; (2) meets the minimum qualifications for the vacant position; and (3) currently is and for the past year has been in good standing with the City.

City staff will establish minimum qualifications for each position with input from the appropriate supervisor. To be eligible to participate in the selection process, a candidate must meet the minimum qualifications.

Pre-Employment Medical Exams

The human resources director or designee may determine that a pre-employment medical examination, which may include a psychological evaluation, is necessary to determine fitness to perform the essential functions of any position. Where a medical examination is required, an offer of employment is contingent upon successful completion of the medical exam. Public works ~~and fire department~~ positions require a pre-employment medical examination.

When a pre-employment medical exam is required, it will be required of all candidates who are finalists and/or who are offered employment for a given job class. Information obtained from the medical exam will be treated as confidential medical records.

Selection Process

The selection process will be a cooperative effort between the human resources director or designee and the hiring manager, subject to final hiring approval of the City Council. Any, all, or none of the candidates may be interviewed.

The process for hiring seasonal and temporary employees may be delegated to the appropriate supervisor with each hire subject to final City Council approval. Except where prohibited by law, seasonal and temporary employees may be terminated by the supervisor at any time, subject to City Council approval.

The City has the right to make the final hiring decision based on qualifications, abilities, experience and its organizational needs.

Background Checks

All finalists for employment with the City will be subject to a background check to confirm information submitted as part of application materials and to assist in determining the candidate's suitability for the position.

Training/Probationary Period

The training period is an integral part of the selection process and will be used for the purpose of closely observing the employee's work and for training the employee in work expectations.

Training periods apply to new hires, transfers, promotions, and rehires. Training periods are six months in duration, but may be extended by, for example, an unpaid leave of absence.

V. ORGANIZATION

Job Descriptions

The City will maintain job descriptions for each regular position. New positions will be developed as needed but must be approved by the City Council prior to the position being filled.

A job description is prepared for each position within the City. Each job description will include: position title, department, supervisor's title, FLSA status (exempt or non-exempt), primary objective of the position, essential functions of the position, **examples of performance criteria**, minimum requirements, desirable training and experience, supervisory responsibilities (if any), and extent of supervisory direction or guidance provided to position. Good attendance and compliance with work rules and policies are essential functions of all positions.

Prior to posting a vacant position the existing job description is reviewed by the Human Resources Director or designee and the hiring supervisor to ensure the job description is an accurate reflection of the position and the stated job qualifications do not present artificial barriers to employment.

A current job description is provided to each new employee. Supervisors are responsible for updates to job descriptions as necessary to ensure that the position's duties and responsibilities are accurately reflected. All revisions are reviewed and must be approved by the human resources director.

Assigning and Scheduling Work

Assignment of work duties and scheduling work is the responsibility of the supervisor subject to the approval of the city administrator.

Job Descriptions and Classifications

Assignment of job titles, establishment of minimum qualifications, and the maintenance of job descriptions and related records is the responsibility of the human resources director.

Pursuant to Resolution 06-0819 Approving and Adopting the Grimes Employee Classification and Compensation Plan, Phase I (passed June 11, 2019), the City has adopted a classification and compensation system that, by reference, is incorporated into this policy and governs how employee compensation is determined.

Layoff

The city administrator and human resources director will make decisions about layoffs based on the City's needs and on the performance, knowledge, skills, and abilities of employees first, and seniority will be used as a secondary consideration. The city administrator will submit a list of employees to be laid off to the City Council for final approval.

Performance Reviews

Pursuant to Resolution 09-0419 Adopting Performance Management System (passed September 10, 2019), the City has adopted an objective performance management system, which addresses how employees receive adjustment to their pay from time to time. More specific details about the performance management system are contained in the Performance Management Manual.

VI. HOURS OF WORK

Work Hours

Employee work schedules and opportunities to work remotely will be established by supervisors with the approval of the human resources director. The regular workweek for employees, ~~other than 56-hour shift employees in the fire department~~, is five eight-hour days in addition to a lunch period, Monday through Friday, except as otherwise approved by the city administrator in accordance with the customs and needs of the individual departments.

Meal Breaks and Rest Periods

For nonexempt employees, a paid fifteen (15) minute break is allowed within each four (4) consecutive hours of work. Either an hour, or an unpaid thirty (30) minute lunch period is provided when an employee works five (5) or more consecutive hours. Employees are expected to use these breaks as intended and will not be permitted to adjust work start time, end time, or lunch time by saving or banking these breaks to leave early.

Employees working in city buildings will normally take their break at the place provided for that purpose in each building. Employees working outdoors will normally take their break at

the location of their work. Employees whose duties involve traveling throughout the City may stop along the assigned route at a restaurant or other public accommodation for their fifteen (15) minute break. Exceptions must be approved by the supervisor or human resources director.

Departments with unique job or coverage requirements may have additional rules (when deemed appropriate by the supervisor or Department Head and approved by the city administrator) on the use of meal breaks and rest periods.

Adverse Weather Conditions City Facility Inclement Weather Closure Policy

The City of Grimes is committed to providing continuous public access to City facilities and City services in all reasonably safe weather conditions. Closure of public facilities is an exception to this policy in extreme circumstances that jeopardize safety of the public and City staff. This policy's purpose is to ensure the safety and well-being of residents and city employees during severe weather conditions while maintaining essential services.

(a) Determination of Closures:

The decision to close city facilities will be made by the City Administrator in consultation with local emergency management officials. Consideration will be given to local weather forecasts, the state of roads and public transport, and the condition of city facilities. The city will announce facility closures sufficiently in advance of closure so as to provide reasonable notice under the circumstances.

(b) Employee Leave Provisions:

Full-Time Employees:

If city facilities are closed, full-time employees impacted by the closure and sent home will receive administrative leave with pay for their scheduled hours. Employees already on scheduled paid leave will not receive additional administrative leave; their original leave request stands.

Part-Time Employees:

Part-time employees impacted by the closure and sent home will receive administrative leave with pay for their scheduled hours. Similar to full-time employees, those already on pre-approved leave will not receive additional administrative leave.

(c) Remote Work and Essential Services:

Approved Remote Work

Remote work is work that has been approved pursuant to the City's telecommuting policy. Remote work is a privilege and those employees approved to perform tasks remotely will be expected to do so during inclement weather closures for their regular pay. They will not receive additional consideration, compensation, or leave under this policy because they are not impacted by facility closures. Employees working remotely should be available during their regular working hours and ensure they are accessible by phone, email, or other communication tools, regardless of closures.

Essential Positions:

Some positions require an employee's physical presence during facility closures as a result of inclement weather (e.g., Public Works employees, emergency services). Employees in these positions should be informed in advance about expectations during inclement weather events. Safety measures shall be provided to these employees to the extent reasonably possible. In addition to the time they work during facility closures, essential workers who report to duty will receive pay for an amount of time equal to that offered to employees receiving administrative leave under this policy.

(d) Communication:

The City will utilize local media, the City website, social media channels, and email notifications to inform employees and the public about facility closures. Department heads or their designees are responsible for ensuring all employees are informed about the closure.

~~City facilities will generally be open during adverse weather. Employees will need to evaluate the weather and road conditions in deciding to report to work (or leave early). Employees not reporting to work for reasons of personal safety will not normally have their pay reduced as a result of this absence. Employees will be allowed to use accrued PTO or compensatory time, or with Department Head approval, may modify the work schedule or make other reasonable schedule adjustments.~~

~~Decisions to cancel departmental programs (special events, recreation programs, etc.) will be made by the respective supervisor or the city administrator.~~

Direct Deposit

As provided for by Iowa law, all employees are required to participate in direct deposit. Employees are responsible for notifying the finance director or human resources director of any change in status, including changes in address, phone number, names of beneficiaries, marital status, etc.

Time Reporting

Full-time, non-exempt employees are expected to work the number of hours per week as established for their position. In most cases, this will be 40 hours per workweek. They will be paid according to the time reported on their time sheets. To comply with the provisions of the federal and state Fair Labor Standards Acts, hours worked and any leave time used by non-exempt employees are to be recorded daily and submitted to payroll on a bi-weekly basis. Each time reporting form must include the signature of the employee and immediate supervisor.

Reporting false information on a time sheet is cause for immediate termination.

Non-Exempt (Overtime-Eligible) Employees

All overtime-eligible employees will be compensated at the rate of time-and-one-half for all hours worked over 40 in one workweek. For the purposes of calculating overtime, "hours worked" will be approved PTO, medical leave, compensatory time and paid holidays. PTO or compensatory time entered for Thursdays or Fridays shall only count as "hours worked" if

requested a week or more in advance. Compensation will take the form of either time-and-one-half pay or compensatory time.

Compensatory time is paid time off at the rate of one-and-one-half hours off for each hour of overtime worked. Compensatory time can be accrued only up to a maximum limit of 240 hours and will be paid out if not used prior to July 1 of each successive fiscal year and paid out only at the applicable rate of pay when earned.

For all employees (~~except 56-hour shift Fire Department employees~~) the workweek begins at midnight on Monday and runs until the following Sunday night at 11:59 p.m. Supervisors may establish a different workweek based on the needs of the department, subject to the approval of the city administrator.

The employee's supervisor must approve overtime hours in advance. An employee who works overtime without prior approval may be subject to disciplinary action.

Exempt (Non-Overtime-Eligible) Employees

Exempt employees are expected to work the hours necessary to meet the performance expectations outlined by their supervisors. Generally, to meet these expectations, and for reasons of public accountability, an exempt employee will need to work 40 or more hours per week.

Exempt employees do not receive extra pay for the hours worked over 40 in one workweek.

Leave Policy for Exempt Employees

Exempt employees are required to work the number of hours necessary to fulfill their responsibilities including evening meetings and/or on-call hours. The normal hours of business for exempt staff are Monday through Friday, 8 a.m. to 4:30 p.m., plus evening meetings as necessary.

Exempt employees are required to use paid leave when on personal business or away from the office for four (4) hours or more, on a given day. Absences of less than four (4) hours do not require use of paid leave as it is presumed that the staff member regularly puts in work hours above and beyond the normal 8 a.m. to 4:30 p.m. Monday through Friday requirement. Exempt employees must communicate their absence to their supervisor, department head, or the human resources director.

If one of the above employees is regularly absent from work under this policy and it is found that there is excessive time away from work that is not justified, the situation will be handled as a performance issue.

If it appears that less than forty (40) hours per week is needed to fulfill the position's responsibilities, the position will be reviewed to determine whether a part-time position will meet the needs of the City. Additional notification and approval requirements may be adopted by the city administrator for specific situations as determined necessary.

Telecommuting Policy

As a product of its facility constraints and in recognition of an increasingly mobile workforce, the City allows employees to telecommute under the right circumstances. Telecommuting does not change the duties, obligations, responsibilities, or terms and conditions of City employment, and telecommuting employees must comply with all City rules, policies, practices, and instructions. Eligibility for telecommuting is based on both the position and the employee. Not every job, or every employee, is well suited for telecommuting. Employees who are not upholding City obligations, such as meeting performance or conduct expectations, are not eligible to telecommute.

Telecommuting is a privilege, not a right. All City employees who telecommute must have an approved telecommuting agreement under this policy. Employees must read the telecommuting policy and technical guidelines, complete additional training, submit an agreement through the department head and human resources director, to be approved by the city administrator. A City department may have additional telecommuting requirements, guidelines, or procedures, provided they are consistent with the intent of this program and have been approved by the city administrator.

A telecommuting employee must perform work during scheduled telecommuting hours. Employees may not engage in activities while telecommuting that would not be permitted at the regular worksite, such as child, elder, or other dependent care. Telecommuting employees may take care of personal business during unpaid lunch periods, as they would at the regular worksite.

A supervisor or a department may deny, end, or modify a telecommuting agreement for any business reason that is not arbitrary or capricious. Similarly, a telecommuting employee may end or request to change a telecommuting agreement at any time. Employees may be removed from the Telecommuting Program if they do not comply with the terms of their telecommuting agreements.

Call Out

Public Works employees are often called to work outside of their regularly scheduled shifts for emergency snow, weather, and related events. Public Works employees so called to work by the City outside of their regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half. Additional time outside of that two (2) hours will be paid at the rate of time and one-half insofar as it exceeds employees' normal forty hour work schedule.

If the call time work assignment and the Employee's regular shift overlap, the Employee shall then be paid for the balance of his/her regular shift at the appropriate rate. This provision is not applicable to Employees prescheduled for duty at least seven (7) days in advance.

VII. BENEFITS

Health, Dental, Life Insurance

The City will contribute a monthly amount toward group health, dental, vision, and life insurance benefits for each eligible employee and his/her dependents. For information about

coverage and eligibility requirements, employees should refer to the summary plan description or contact the human resources director.

Retirement/IPERS

The City participates in the Iowa Public Employees Retirement System (IPERS) to provide pension benefits for its eligible employees to help plan for a successful and secure retirement. Participation in IPERS is mandatory for most employees, and contributions into IPERS begin immediately. For information about IPERS eligibility and contribution requirements, contact the human resources director.

Flexible Spending Reimbursement Plan

The City has implemented an IRS Section 125 (Flexible Spending Reimbursement Plan) for its employees. The flexible spending plan allows you to pay for certain expenses through a pre-tax payroll deduction, which can result in significant tax savings. There are three types of eligible expenses: health plan premiums, medical/dental expenses and dependent care expenses. This process is an annual election.

Deferred Compensation Plan

The City provides a deferred compensation plan for full-time and part-time employees and elected officials on the City's payroll. The plan allows these employees and officials to defer a pre-tax portion of their paycheck for retirement. Participation in the plan is voluntary.

Vehicle Allowance

For department heads who must travel regularly in the course of their duties, the City will provide a city-owned vehicle for their use during work hours. In situations where the budget does not allow for the purchase of a vehicle, the city administrator may elect to pay a \$300.00/month vehicle allowance. Such an allowance will be authorized for a year at a time only and is not intended to be a permanent fringe benefit, but only a gap measure until the City can budget for a vehicle purchase.

VIII. HOLIDAYS

The City observes the following official holidays for all regular full-time and part-time employees:

New Year's Day	Veteran's Day
Martin Luther King, Jr. Day (3 rd Monday in Jan.)	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day
Birthday Holiday	

When a holiday falls on a Sunday, the following Monday will be the "observed" holiday and when a holiday falls on a Saturday, the preceding Friday will be the "observed" holiday for city operations/facilities that are closed on holidays.

Each permanent employee may take eight hours of paid holiday during the two-week period in which their birthday falls, to be scheduled by mutual agreement of the employee and his/her supervisor.

Full-time employees will receive pay for official holidays at their normal straight time rates, provided they are on paid status on the last scheduled day prior to the holiday and first scheduled day immediately after the holiday. Permanent part-time employees will receive prorated holiday pay based on the average number of hours normally scheduled. ~~Fire 48/96 schedule officers and 40-hour officers are not subject to this schedule and shall have such holidays and benefits as are identified in the relevant standard operating procedures/guidelines (SOP/SOG) that has been signed by the HR Director, currently Policy 1.09.~~ Any employee on a leave of absence without pay from the City is not eligible for holiday pay.

Premium pay of 1.5 times the regular hourly wage for employees required to work on a holiday will be for hours worked on the “actual” holiday as opposed to the “observed” holiday.

Employees who wish to observe holidays other than those officially observed by the City may request either PTO, compensatory leave or unpaid leave for such time off.

IX. LEAVES OF ABSENCE

Depending upon an employee’s situation, more than one form of leave may apply during the same period of time (e.g., the Family and Medical Leave Act is likely to apply during a workers’ compensation absence). An employee will need to meet the requirements of each form of leave separately. Leave requests are evaluated on a case-by-case basis.

Except as otherwise stated, all paid time off, taken under any leave programs, must be taken consecutively, with no intervening unpaid leave. The City will provide employees with time away from work as required by state or federal statutes, if there are requirements for such time off that are not described in the personnel policies.

Paid Time Off

Paid Time Off (“PTO”) is an all-inclusive paid time off program that provides income protection for no fault time away from work including vacation or illness related absences. PTO is intended to be used for a variety of traditional types of time away from work including vacation, illness, personal business, medical appointments, family time, personal holidays, and personal voluntary community service.

PTO shall be accrued on a bi-weekly basis during the fiscal year, July 1 through June 30 and may be taken in 1/10 hour increments for hourly employees or four-hour increments for salaried employees. PTO increases with years of service in accordance with the following schedule and is allocated accordingly on a bi-weekly basis. The maximum PTO accrual is 500 hours for Directors, 420 hours for full-time employees, and 210 hours for part-time employees working 20-29 hours per week.

PTO Accrual Schedule – Exempt

0 - 1 Years of Employment:	6.77 hours bi-weekly
2 - 4 Years of Employment:	7.69 hours bi-weekly
5 - 9 Years of Employment:	9.23 hours bi-weekly
10 - 14 Years of Employment:	10.77 hours bi-weekly
15 + Years of Employment:	12.31 hours bi-weekly

PTO Accrual Schedule – NonExempt/Hourly

0 - 1 Years of Employment:	5.85 hours bi-weekly
2 - 4 Years of Employment:	6.77 hours bi-weekly
5 - 9 Years of Employment:	8.31 hours bi-weekly
10 - 14 Years of Employment:	9.85 hours bi-weekly
15 + Years of Employment:	11.38 hours bi-weekly

PTO accrual shall begin in the first full pay period following the employee's date of employment. An employee in unpaid leave status shall not accrue PTO. Changes in the bi-weekly PTO accrual rate shall become effective at the beginning of the pay period in which the anniversary date of the qualified employee occurs. The PTO leave accrual is designed to cover all circumstances for which employees need leave, including planned vacation and personal matters, illness, injury, and other expected and unexpected absences. Employees unable to manage their leave will be subject to discipline, up to and including termination. Special circumstances negotiated at time of hire (for pre-schedule vacations, childbirth, and similar situations) may warrant an advancement of PTO hours if approved by the HR Director. ~~Fire-48/96 schedule officers and 40-hour officers are not subject to this schedule and shall have such holidays and benefits as are identified in the relevant standard operating procedures/guidelines (SOP/SOG) that has been signed by the HR Director, currently Policy 1.09.~~

Upon resignation or termination, an employee shall be paid all unused PTO up to the maximum accrual amount as set forth above.

Medical Leave Bank

Employees employed by the City prior to the adoption of this handbook shall have their sick leave bank frozen and converted to a Medical Leave Bank. An employee granted time off work must use any available PTO leave during the absence unless the reason for the employee's absence is due to the employee's or a member of the employee's immediate family's illness, injury, disability or hospitalization which exceeds two continuous workdays. Medical leave shall be used for employee absences related to the employee or a member of the employee's immediate family's illness, injury, disability or hospitalization that exceed two continuous workdays. If the medical leave bank is exhausted, the employee must then use any remaining accrued PTO leave. Use of PTO and medical leave will run concurrently with any approved FMLA leave.

Exceptions to the medical leave bank policy shall be approved by the city administrator. The City reserves the right to require satisfactory proof of illness, which may include a physician's statement or other evidence. Unauthorized use of medical leave may result in loss of

pay for the duration of the absence and is grounds for disciplinary action.

Annual PTO Conversion

Employees employed by the City on December 31st of each year and whom have successfully completed the established probationary period may be allowed to convert up to 40 hours of PTO hours to their Medical Leave Bank. An employee shall submit a written request for the PTO conversion to the Finance Director prior to December 1st of the year of conversion, with the conversion taking effect on the first payroll following January 1st.

Use of Medical Leave Bank and Family and Medical Leave Act (FMLA)

The provisions of this paragraph relate to the use of the Medical Leave Bank only as it relates to the provisions of the FMLA. Employees may use accrued medical leave for an approved FMLA qualifying event pursuant to the following conditions:

- *Employee is unable to work because of a serious health condition* – an employee may use accrued medical leave if employee is absent from work for more than three (3) consecutive work days. Once accrued medical leave is exhausted the employee's PTO will be used until the balance is exhausted.
- *For the birth and care of the newborn child of the employee* – an employee may use PTO or accrued Medical Leave until both banks are exhausted. Time used should be indicated on employee's time card.
- *For placement with the employee of a son or daughter for adoption or foster care* - an employee must use all accrued PTO.
- *To care for an employee's spouse, child, or parent with a serious health condition* - an employee must use all accrued PTO. Accrued medical leave may be used once an employee's PTO balance is exhausted.
- *Service Member Leave* – an employee must use all accrued PTO. Accrued medical leave may be used once an employee's PTO balance is exhausted.

Sick Conversion Election

Employees with a minimum of 10 years of full-time service with the City can make a one-time election to, instead of converting all sick leave to medical leave, convert accrued sick leave to PTO at the rate of four (4) to one (1), or 25%. The remaining 75%, or balance of the leave, will be transferred to the medical leave bank.

Military Leave

The City will comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Employees who are members of a reserve force of the United States or of the state of Iowa shall be granted a leave of absence when ordered to attend a training program or perform other duties under the supervision of the United States or the state of Iowa. This leave of absence shall be with pay during the period of such activity and shall not exceed thirty working days per year.

Any employee who enters into active service in the Armed Forces of the United States while in the service of the City shall be granted an unpaid leave of absence for the period of military service. Employees must provide a copy of their orders to their Department Director at least

ten (10) working days prior to reporting for duty.

Jury Duty / Court Appearance Leave

The City shall continue to pay the wage or salary of any employee called to jury duty or subpoenaed to provide testimony related to their employment, provided the employee provides proof of such duty. The employee is required to return to the City any payment received from the Court for jury service or court appearance other than travel or expense allowances.

Employees who are called to provide testimony for city business outside of their normal work schedule shall be compensated at one and one-half times their hourly rate.

Unpaid Leave of Absence

Employees may request an unpaid leave of absence after successfully completing his/her probationary period. The request shall be submitted to the employee's Department Director in writing and indicate the reason and length of the unpaid absence. The city administrator, upon recommendation from the department director, may grant an unpaid leave of absence for up to six (6) months for illness or other legitimate reasons as determined by the city administrator. This leave may be extended an additional six (6) months at the discretion of the city administrator. There is no guarantee that an unpaid leave of absence will be granted.

During an unpaid leave, an employee:

- Does not accrue PTO
- Does not collect PTO or holiday benefits
- Must reimburse the City for all health and dental insurance premiums paid while on leave if coverage is desired to be continuous
- Must reimburse the City for all life insurance premiums if coverage is desired to be continuous.

Executive Leave and Time for Exempt Employees

The city administrator or department director, if appropriate, may grant reasonable periods of time off to these employees when he/she feels that it is warranted in recognition of extra hours worked.

In recognition of the additional hours spent at council, commission, board and civic group meetings after hours on a regular basis, executive level members of the City's management team will accrue twenty-four (24) hours of executive leave annually, which must be used annually or it shall be forfeited.

Merit Leave

There is hereby established a merit leave bank of hours, in a maximum sum of eight (8) hours per quarter, that each Department Head is granted to award to eligible employees in the form of PTO. Generally, merit leave shall be defined as leave that can be awarded to an eligible employee for outstanding, meritorious and/or extraordinary work performance. Merit leave may also be awarded for other activities that contribute positively to employee morale (e.g., providing four hours of leave as an incentive award for an employee potluck competition). All

requests to award merit leave shall be submitted to and approved by the city administrator or designee.

Bereavement Leave for Immediate Family

An employee who wishes to take time off due to the death of an immediate family member should notify his or her supervisor as soon as possible. If an employee leaves work early on the day he or she is notified of the death, that day will not count as bereavement leave. Employees are allowed up to three consecutive days off from regularly scheduled duty with regular pay in the event of the death of the employee's immediate family member for any given calendar year.

Workers Compensation and Return to Work

Leave of absence with pay shall be granted to employees who become incapacitated as a result of injury or occupational disease incurred through no misconduct of their own while in actual performance of duty as determined by the City's workers compensation insurance carrier.

The City's policy is to provide modified or alternate work for an employee injured on the job unable to temporarily or permanently return to his/her regular job classifications. Regular modified and alternate work will be provided as available in compliance with the Americans with Disabilities Act (ADA) and state law.

The feasibility of reasonable accommodations shall be determined on a case-by-case basis, taking into consideration the employee, the specific physical or mental impairment, the essential functions of the job, the work environment, and the ability to provide accommodations.

Return to Work Program Objectives:

- To return the employee to work as soon as possible when there is not a significant risk of substantial harm to themselves and others.
- To minimize financial hardship and emotional stress to the employee who has sustained a work-related injury.
- To assist the employee in returning to work at a level as close as practicable to his/her pre-injury earnings and productivity.
- To retain qualified and experienced employees.
- To reduce the cost of disability benefit programs.

Temporary Alternate Duty (TAD):

TAD is modified duties or hours assigned to a worker injured on the job, when the physician indicates the employee can return to work but is not yet capable of all normal job duties, and his/her work-related injury has not reached maximum medical improvement. Its purpose is to provide temporary work, within medical restrictions, when a medical prognosis indicates the employee is expected to return to full duty following a course of medical treatment.

If such position is available, the employee will be provided with TAD as soon as medically feasible. An alternate duty position may be either within his/her department, if available, or

within another department, as coordinated by the City's TAD designee.

An employee on TAD will continue to receive the salary and benefits of his/her job classification. The assignment should be reviewed after each medical appointment, generally every 7 to 14 days, but TAD will not normally exceed three months (90 calendar days).

TAD may be requested by an employee incurring an off the job injury that impairs the employee's ability from meeting the regular job duties of his/her classification. The request should be made to the employee's director or the City Administrator's designee. Approval by the Director is required for TAD.

Accrual Rate

For the purpose of determining an employee's PTO accrual rate, years of service will include all continuous time that the employee has worked at the City (including authorized unpaid leave). Employees who are rehired after terminating employment will not receive credit for their prior service unless specifically negotiated at the time of hire.

Earnings and Use

After six months of service, PTO leave may be used as it is earned, subject to approval by the employee's supervisor.

An employee will not earn any PTO leave for any pay period unless he/she is employed by the City on the last scheduled work day of the pay period. Requests for leave must be received at least forty-eight (48) hours in advance of the requested time off. This notice may be waived at the discretion of the supervisor and human resources director. Leave can be requested in increments as small as one hour up to the total amount of the accrued leave balance. Leave is to be used only by the employee who accumulated it. It cannot be transferred to another employee.

Employees may accrue PTO leave up to the maximums identified above. PTO leave cannot be converted into cash payments except at termination.

Parental Leave

The City will provide either two or three weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. Three weeks will be provided to birth mothers, with two weeks provided to other parents. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. Leave may be used in one single block or throughout the calendar year following the child's birth or placement.

Eligibility

Eligible employees must meet the following criteria:

Have been employed for at least 12 months in qualifying status (the 12 months do not need to be consecutive).

Have worked at least 1,250 hours during the 12 consecutive months

immediately preceding the date the leave would begin.

Be a full- or part-time, regular employee (temporary employees and interns are not eligible for this benefit).

In addition, employees must meet one of the following criteria:

Have given birth to a child.

Be a spouse or committed partner of a woman who has given birth to a child.

Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.

Family and Medical Leave Act (FMLA)

The City will provide Family and Medical Leave to eligible employees. The purpose of this policy is to provide employees with a general description of their FMLA rights. Questions regarding FMLA leave should be directed to your supervisor.

FMLA Leave Eligibility

An eligible employee under the FMLA is an employee who has been employed by the City for at least 12 months and has worked at least 1,250 hours in the immediately preceding 12 months.

Reasons for FMLA Leave

An eligible employee may take FMLA leave of up to 12 weeks per leave year, for any of the following reasons:

- For the birth of and/or to care for a newborn child, or a child to be placed in the employee's custody through adoption or foster care;
- To care for the employee's spouse, child, or parent (not in-law) who has a serious health condition;
- Because of the employee's own serious health condition if that condition renders the employee unable to perform his or her job functions.
- For a qualifying exigency related to the fact that the employee has a spouse, child, or parent who serves in the reserve components of the armed forces and is on active duty or is called to active duty in support of a contingency operation. (Contact your supervisor regarding military service exigency leave.)
- To care for a parent, spouse, child, or relative to whom the employee is next-of-kin when the family member is being treated for, or is recuperating from, a serious injury or illness incurred in the course of active duty in the military. (Note: Leave of up to 26 weeks in a single 12-month period is allowed for care under this provision. Contact your supervisor regarding military service exigency leave.)

Any leave taken by an eligible employee for one or more of these reasons will be counted

against that employee's available annual FMLA leave entitlement.

Serious Health Condition

For the purpose of determining whether an eligible employee or his/her spouse, child, or parent has a serious health condition that qualifies for leave, such a condition includes any injury, illness, impairment, or physical or mental condition that requires:

- a. Inpatient care in a medical facility (for example, overnight hospitalization), or
- b. A serious health-related absence of more than three consecutive calendar days, along with two treatments by a healthcare provider within 30 days of the first day of incapacity; or
- c. Three consecutive calendar days of a serious health-related absence and at least one treatment by a healthcare provider resulting in a continuing regimen of treatment, with the first treatment occurring within the first seven days of the condition; or
- d. A chronic serious health condition resulting in at least two visits to a healthcare provider per year; or
- e. Any period of incapacity due to pregnancy or for prenatal care; or
- f. Care for a permanent or long-term serious health condition or for multiple restorative treatments as defined by federal law.

Leave Year

For the purpose of this policy, the leave year within which an eligible employee may take his or her 12 weeks of FMLA-protected leave means the 12-month period beginning on the date the employee first takes leave for any qualifying reason.

Compensation for FMLA Leave

FMLA leave is unpaid leave, however, employees with available PTO or other forms of paid leave will be required to use all available PTO time and other paid leave, if available. All intermittent FMLA time will be recorded as PTO and other paid leave, if available. Only earned PTO and other paid leave is required to be used. Once an employee's available PTO and other paid leave is exhausted, FMLA time will be unpaid. All paid and unpaid FMLA leave time will be counted toward the employee's available annual FMLA leave allotment.

Intermittent or Reduced-Hours Leave

When leave is taken to care for a seriously ill spouse, child, or parent, is due to the employee's own serious health condition, or is for a qualifying FMLA military-related leave, an employee may take leave intermittently (i.e., periodically as needed) or on a reduced-hours schedule (i.e., reduced number of working hours per day or per week) if leave is medically necessary, as certified by the employee's or the family member's healthcare provider. Otherwise, such leave is not permitted unless approved by the City. All eligible FMLA time taken — whether consecutive, intermittent or on a reduced-hours schedule — must be reported to your supervisor as such.

Job and Benefits Security

An eligible employee who takes leave under the FMLA and who returns to work by the time his or her annual FMLA entitlement has expired will be restored to the position he or she held when the leave commenced, or to an otherwise equivalent position (with respect to pay, benefits, and other terms and conditions of employment), unless the employee is designated as a key employee or the employee would no longer have been employed even if FMLA leave had not been taken. Additionally, any employment benefits accrued but unused prior to the commencement of leave will be available to the employee upon return from qualifying FMLA leave.

Continuation of Group Health Plan Coverage (if provided by the City)

Group health plan coverage will be maintained by the City during an eligible employee's period of FMLA leave, to the extent and under the same circumstances as would ordinarily be furnished to that employee. Monthly insurance premium co-pay payments will be deducted from the employee's regular paycheck, if the employee is receiving paid compensation. Otherwise, the employee will be required to make premium payments to the City by the 10th of each month. The City or its designee will notify eligible employees concerning the amount of each premium payment due. Failure to pay such premiums during leave may result in the loss of health coverage. An eligible employee who fails to return to work after the expiration of available FMLA leave may be asked to reimburse the City for any healthcare premiums paid by the City during the leave period, except for qualifying reasons.

Employee Notice Requirements

An eligible employee must give the employee's supervisor or the City's designee at least 30 days' notice of his or her intent to take leave under the FMLA. If the employee is unable to give such notice because the need for leave is not foreseeable, then the employee must give notice consistent with the City's absence policies, absent unusual circumstances. The City may delay or deny authorization for leave to any employee who fails to give the requisite notice.

Healthcare Provider Certification

When leave is taken to care for a family member with a serious health condition or due to the employee's own serious health condition, an eligible employee may be asked to provide the employee's supervisor or human resources director with a completed and signed healthcare provider certification form indicating that the employee needs FMLA leave. This certification must be returned to the City within 15 days after the employee gives notice of his or her intent to take FMLA leave.

Failure to provide timely medical certification may result in delays in securing approval for leave. Failure to return the certification will preclude the employee from taking leave.

An eligible employee may also be asked to furnish his or her supervisor or a City designee with subsequent healthcare provider recertifications on a reasonable basis during the employee's leave period. An eligible employee's failure to furnish subsequent certifications may result in termination of the employee's right to leave.

An eligible employee returning from FMLA leave must submit to the City a medical fitness-for-duty certification indicating that the employee is able to return to work. Failure to submit such a release or key employee status may preclude the employee from being restored to his or her employment with the City.

Additional Information

If you have any questions concerning FMLA leave, you should contact your supervisor, the human resources director or the City designee.

X. UNLAWFUL HARASSMENT, DISCRIMINATION AND RETALIATION PREVENTION

General

The City of Grimes is committed to creating and maintaining a public service work place free of harassment and discrimination. Such harassment is a violation of Title VII of the Civil Rights Act of 1964, the Iowa Civil Rights Act, the Age Discrimination Act of 1967, the Americans with Disabilities Act of 1990 and amendments and other related employment laws

In keeping with this commitment, the City maintains a strict policy prohibiting unlawful harassment, including sexual harassment, discrimination, and retaliation. This policy prohibits harassment, discrimination, and retaliation in any form, including verbal and physical.

This policy statement is intended to make all employees, volunteers, members of boards and commissions, and elected officials sensitive to the matter of harassment, discrimination, and retaliation to express the City's strong disapproval of it, to advise employees against this behavior and to inform them of their rights and obligations. The most effective way to address any harassment, discrimination, or retaliation issue is to bring it to the attention of management.

Definitions

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature, when:

- Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment; or
- Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Examples of inappropriate behaviors that are unacceptable and therefore prohibited, even if not unlawful in and of themselves include: unwanted physical contact; unwelcome sexual jokes or comments; sexually explicit posters or pinups; repeated and unwelcome requests

for dates or sexual favors; sexual gestures or any indication, expressed or implied, that job security or any other condition of employment depends on submission to or rejection of unwelcome sexual requests or behavior. In summary, sexual harassment is the unwanted, unwelcome or repeated action of an individual against another individual, using sexual overtones.

Harassment is any verbal or physical conduct designed to threaten, intimidate or coerce an employee, co-worker, or any person working for or on behalf of the City.

The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal harassment includes comments that are offensive or unwelcome regarding a person's national origin, race, color, religion, gender, sexual orientation, age, body, disability or appearance, including epithets, slurs and negative stereotyping.
- Nonverbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance, disability, sexual identity, marital status or other protected status.

Unlawful **discrimination** is when one discriminates in the provision of employment opportunities, benefits or privileges; creates discriminatory work conditions; or uses discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person's race, color, national origin, age, religion, disability status, gender, sexual orientation, gender identity, genetic information or marital status.

Unlawful **retaliation** includes imposing any hardship, loss, benefit or penalty to an employee in response to:

- Filing or responding to a bona fide complaint of discrimination or harassment.
- Appearing as a witness in the investigation of a complaint.
- Serving as an investigator of a complaint.

Lodging a bona fide complaint will in no way be used against the employee or have an adverse impact on the individual's employment status. However, filing groundless or malicious complaints is an abuse of this policy and will be treated as a violation.

Expectations

The City of Grimes recognizes the need to educate its employees, volunteers, members of boards and commissions, and elected officials on the subject of harassment and discrimination and stands committed to providing information and training. All employees are expected to treat each other and the general public with respect, and assist in fostering an environment free from offensive behavior or harassment. Violations of this policy may result in discipline,

including possible termination. Each situation will be evaluated on a case-by-case basis.

Employees who feel that they have been victims of harassment, discrimination, or retaliation or employees who are aware of such conduct, should immediately report their concerns to any of the following:

1. A supervisor; OR
2. The human resources director.

A supervisor must act upon such a report even if requested otherwise by the victim. In the event the perpetrator is a supervisor or the human resources director, employees are encouraged to make a report to the city administrator, Mayor, or a member of the City Council. In addition to notifying one of the above persons and stating the nature of the conduct, the employee is also encouraged to take the following steps, if the person feels safe and comfortable doing so. If there is a concern about the possibility of violence, the individual should use his/her discretion to call 911, and as soon as feasible, a supervisor.

1. Communicate that the conduct is unwelcome. Professionally, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions, and request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.
2. In some situations, such as with an offender from the public, it is preferable to avoid one on one interactions. Talk to your supervisor about available options to ensure there are others available to help with transactions with an offender.
3. To reiterate, it's important you notify a supervisor, the human resources director, the Mayor or a councilmember of your concerns. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter. If, after what is considered to be a reasonable length of time (for example, 30 days), you believe inadequate action is being taken to resolve your complaint/concern, the next step is to report the incident to the city administrator, the mayor or the city attorney.

The City urges that such conduct be reported immediately to allow for corrective action to be taken through education and immediate counseling, if appropriate. Management takes these complaints seriously, and has the obligation to provide an environment free of unlawful harassment, discrimination, and retaliation. The City is obligated to prevent and correct unlawful conduct in a manner which does not abridge any employee's rights. To accomplish this task, the cooperation of all employees is required.

In the case of a sexual harassment complaint, a supervisor must report the allegations promptly to the human resources director. If the human resources director is the subject of the complaint, then the supervisor is to report the complaint to the city administrator or to the city attorney. **A supervisor must act upon such a report even if requested otherwise by the victim.** The City will take action to correct any and all reported harassment to the extent evidence is available to verify the alleged harassment, discrimination, and any related retaliation. All allegations will be investigated. Strict confidentiality is not possible in all cases harassment, discrimination, and retaliation as the accused has the right to answer

charges made against them; particularly if discipline is a possible outcome. Reasonable efforts will be made to respect the confidentiality of the individuals involved, to the extent possible.

Special Reporting Requirements

When the supervisor is the perpetrator, a report will be made to the human resources director who will assume the responsibility for investigation and discipline.

If the human resources director is the alleged perpetrator, a report will be made to the city administrator, the Mayor, or a member of the City Council regarding appropriate investigation and action.

If a councilmember is the alleged perpetrator, the report will be made to the human resources director and referred to the city attorney who will undertake the necessary investigation. The city attorney will report his/her findings to the City Council, which will take the action it deems appropriate.

Pending completion of the investigation, the human resources director may at his/her discretion take appropriate action to protect the alleged victim, other employees, or citizens.

If an elected or appointed City of Grimes official (e.g., council member or commission member) is the victim of disrespectful workplace behavior, the human resources director or city attorney will be consulted as to the appropriate course of action.

XI. RESPECTFUL WORKPLACE POLICY **(includes sexual harassment prevention)**

The intent of this policy is to provide general guidelines about conduct that is and is not appropriate in the workplace and other city-sponsored social events. The city acknowledges this policy cannot possibly predict all situations that might arise, and also recognizes that some employees are exposed to disrespectful behavior, and even violence, by the very nature of their jobs.

Applicability

Maintaining a respectful public service work environment is a shared responsibility. This policy is applicable to all city employees, volunteers, ~~firefighters~~, members of boards and commissions and city council members.

Abusive Customer Behavior

While the city has a strong commitment to customer service, the city does not expect employees to accept verbal and other abuse from any customer.

An employee may request that a supervisor intervene when a customer is abusive, or the employee may defuse the situation themselves, including professionally ending the contact.

If there is a concern about the possibility of violence, the individual should use his/her discretion to call 911, and as soon as feasible, a supervisor. Employees should leave the area immediately when violence is imminent unless their duties require them to remain. Employees must notify their supervisor about the incident as soon as possible.

Types of Disrespectful Behavior

The following behaviors are unacceptable and therefore prohibited, even if not unlawful in and of themselves:

Violence:

includes the use of physical force, harassment, bullying or intimidation.

Discriminatory behavior:

includes inappropriate remarks about or conduct related to a person's race, color, creed, religion, national origin, disability, sex, pregnancy, gender-biased statements, such as stereotypes about women or men, marital status, age, sexual orientation, gender identity, or gender expression.

Offensive behavior:

may include such actions as: rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disparaging language, or any other behavior regarded as offensive to a reasonable person based upon violent or discriminatory behavior as listed above. It is not possible to anticipate in this policy every example of offensive behavior. Accordingly, employees are encouraged to discuss with their fellow employees and supervisor what is regarded as offensive, taking into account the sensibilities of employees and the possibility of public reaction.

Although the standard for how employees treat each other and the general public will be the same throughout the City, there may be differences between work groups about what is appropriate in other circumstances unique to a work group. If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from their supervisor or the city administrator.

Names and Pronouns

Every employee will be addressed by a name and by pronouns that correspond to the employee's gender identity. A court-ordered name or gender change is not required.

Employee Response to Disrespectful Workplace Behavior

All employees should feel comfortable calling their supervisor or another manager to request assistance should they not feel comfortable with a situation. If situations involve violent behavior call the police or ask the individual to leave the area.

If employees see or overhear a violation of this policy, employees should advise a supervisor, the human resources director, or city administrator.

Employees who believe disrespectful behavior is occurring are encouraged to deal with the situation in the manner set forth in **Section X. Unlawful Harassment.**

Discrimination, and Retaliation Prevention, above. If there is a concern about the possibility of violence, the individual should use his/her discretion to call 911, and as soon as feasible, a supervisor.

Supervisor's Response to Allegations of Disrespectful Workplace Behavior

Employees who have a complaint of disrespectful workplace behavior will be taken seriously. In the case of harassment or discriminatory behavior, a supervisor must report the allegations promptly to the human resources director, who will determine whether an investigation is warranted. **A supervisor must act upon such a report even if requested otherwise by the victim.** In any complaints raised under this section, the supervisor shall proceed in the manner set forth in **Section X. Unlawful Harassment, Discrimination, and Retaliation Prevention**, above.

Special Reporting Requirements

In Special Reporting situations, the employee or supervisor should follow the procedures set forth in **Section X. Unlawful Harassment, Discrimination, and Retaliation Prevention**, above.

Retaliation

Consistent with the terms of applicable statutes and city personnel policies, the City may discipline any individual who retaliates against any person who reports alleged violations of this policy. The City may also discipline any individual who retaliates against any participant in an investigation, proceeding or hearing relating to the report of alleged violations. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment and is absolutely prohibited.

Possession and Use of Dangerous Weapons

Possession or use of a dangerous weapon (see attached definitions) is prohibited on city property or in city vehicles. This includes employees with valid permits to carry firearms.

The following exceptions to the dangerous weapons prohibition are as follows:

- Employees legally in possession of a firearm for which the employee holds a valid permit, if required, and said firearm is secured within an attended personal vehicle or concealed from view within a locked unattended personal vehicle while that person is working on city property.
- A person who is showing or transferring the weapon or firearm to a police officer as part of an investigation.
- Police officers and employees who are in possession of a weapon or firearm in the scope of their official duties.

XII. DISCIPLINE

General Policy

Supervisors are responsible for maintaining compliance with city standards of employee conduct. The objective of this policy is to establish a standard disciplinary process for employees. City employees will be subject to disciplinary action for failure to fulfill their

duties and responsibilities at the level required, including observance of work rules and standards of conduct and applicable city policies.

Discipline will be administered in a non-discriminatory manner. An employee who believes that discipline applied was either unjust or disproportionate to the offense committed may pursue a remedy through the reporting chain to the employee's supervisor, the human resources director, and to the city administrator, but only for a demotion, dismissal, or reduction in an employee's pay. Minor discipline, such as a written or oral reprimand, shall not be a legitimate basis for an appeal under this section. The supervisor, human resources director, and/or the city administrator will investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

No Contract Language Established

This policy is not to be construed as contractual terms and is intended to serve only as a guide for employment discipline.

Process

The City does not use a progressive discipline system but may choose to use a system of escalating responses intended to correct negative behavior rather than punishing the employee. Nothing in these personnel policies implies that any city employee has a contractual right or guarantee (also known as a property right) to the job he/she performs.

Documentation of disciplinary action taken will be placed in the employee's personnel file with a copy provided to the employee. The following are descriptions of the types of disciplinary actions:

Oral Reprimand

This measure will be used where informal discussions with the employee's supervisor have not resolved the matter. All supervisors have the ability to issue oral reprimands without prior approval.

Oral reprimands are normally given for first infractions on minor offenses to clarify expectations and put the employee on notice that the performance or behavior needs to change, and what the change must be. The supervisor will document the oral reprimand including date(s) and a summary of discussion and corrective action needed.

Written Reprimand

A written reprimand is more serious than an oral reprimand and is appropriate when the problem is either severe enough or, alternatively, when it has not been corrected or behavior improved in a reasonable period of time.

Serious infractions may require skipping either the oral or written reprimand, or both. Written reprimands are issued by the supervisor with prior approval from the human resources director or the human resources director.

A written reprimand will: (1) state what happened; (2) state what should have happened; (3) identify the policy, directive or performance expectation that was not followed; (4) provide history, if any, on the issue; (5) state goals, including timetables, and expectations for the future; and (6) indicate consequences of recurrence.

Employees will be given a copy of the reprimand to sign acknowledging its receipt. Employees' signatures do not mean the employee agrees with the reprimand. Written reprimands will be placed in the employee's personnel file.

Suspension With or Without Pay

The human resources director may suspend an employee without pay for disciplinary reasons. Suspension without pay may be followed with immediate dismissal as deemed appropriate by the City Council.

The employee will be notified in writing of the reason for the suspension either prior to the suspension or shortly thereafter. A copy of the letter of suspension will be placed in the employee's personnel file.

An employee may be suspended or placed on involuntary leave of absence pending an investigation of an allegation involving that employee. The leave may be with or without pay depending on a number of factors including the nature of the allegations. If the allegation is proven false after the investigation, the relevant written documents will be removed from the employee's personnel file and the employee will receive any compensation and benefits due had the suspension not taken place.

Demotion and/or Transfer

An employee may be demoted or transferred if attempts at resolving an issue have failed and the human resources director determines a demotion or transfer to be the best solution to the problem. The employee must be qualified for the position to which they are being demoted or transferred. The City Council must approve this action.

Salary

An employee's salary increase may be withheld or the salary decreased due to performance deficiencies. Employees' salaries will be adjusted from time to time

Dismissal

The city administrator, with the approval of the City Council, may dismiss an employee for substandard work performance, serious misconduct, or behavior not in keeping with city standards.

If the disciplinary action involves the removal of a qualified veteran, who has completed his/her initial probationary period, the appropriate hearing notice will be provided and all rights will be afforded the veteran in accordance with Iowa law.

XIII. EMPLOYEE EDUCATION & TRAINING

The City promotes staff development as an essential, ongoing function needed to maintain and improve cost effective quality service to residents. The purposes for staff development are to ensure that employees develop and maintain the knowledge and skills necessary for effective job performance and to provide employees with an opportunity for job enrichment and mobility.

Policy

The City will pay for the costs of an employee's participation in training and attendance at professional conferences, provided that attendance is approved in advance under the following criteria and procedures:

Job-Related Training & Conferences

The subject matter of the training session or conference is directly job-related and relevant to

the performance of the employee's work responsibilities. Responsibilities outlined in the job description, annual work program requirements and training goals and objectives that have been developed for the employee will be considered in determining if the request is job-related.

CLE or similar courses taken by an employee in order to maintain licensing or other professional accreditation will not be eligible for payment under this policy unless the subject matter relates directly to the employee's duties.

The supervisor and human resources director are responsible for determining job-relatedness and approving or disapproving training and conference attendance.

Job-Related Meetings

Attendance at professional meetings costing \$500 or less and directly related to the performance of the employee's work responsibilities do not require the approval of the city administrator.

Advance supervisor approval is required to ensure adequate department coverage.

Request for Participation in Training & Conferences

The request for participation in a training session or conference must be submitted in writing to the employee's supervisor on the appropriate form. All requests must include an estimate of the total cost (training session, travel, meals, etc.) and a statement of how the education or training is related to the performance of the employee's work responsibilities with the City.

Requests totaling more than \$500 must be approved by the employee's supervisor and the city administrator. Documentation approving conference or training attendance will be provided to the employee with a copy placed in the employee's personnel file. Payment information such as invoices, billing statements, etc., regarding the conference or training should be forwarded to accounting for prompt payment.

Out of State Travel

Attendance at training or conferences out of state is approved only if the training or conference is not available locally. All requests for out of state travel are reviewed for approval/disapproval by the city administrator.

Compensation for Travel & Training Time

Time spent traveling to and from, as well as time spent attending a training session or conference, will be compensated in accordance with the federal Fair Labor Standards Act.

Travel and other related training expenses will be reimbursed subject to the employee providing necessary receipts and appropriate documentation.

Memberships and Dues

The purpose of memberships to various professional organizations must be directly related to the betterment of the services of the City. Normally, one city membership per agency, as

determined by the city administrator is allowed, providing funds are available.

Upon separation of employment, individual memberships remain with the City and are transferred to another employee by the supervisor.

Travel & Meal Allowance

If employees are required to travel outside of the area in performance of their duties as a city employee, they will receive reimbursement of expenses for meals, lodging and necessary expenses incurred. However, the City will not reimburse employees for meals connected with training or meetings within city limits, unless the training or meeting is held as a breakfast, lunch or dinner meeting.

Employees who find it necessary to use their private automobiles for city travel and who do not receive a car allowance will be reimbursed at the allowable IRS rate.

Expenses for meals, including sales tax and gratuity, will be reimbursed according to this policy. No reimbursement will be made for alcoholic beverages.

XIV. MISCELLANEOUS POLICIES

Outside Employment

The potential for conflicts of interest is lessened when employees regard the City as their primary employment responsibility. All outside employment is to be reported to the employee's immediate supervisor. If a potential conflict exists based on this policy or any other consideration, the supervisor will consult with the human resources director. Any City employee accepting employment in an outside position that is determined by the human resources director to be in conflict with the employee's city job will be required to resign from the outside employment or may be subject to discipline.

For the purpose of this policy, outside employment refers to any non-city employment or consulting work for which an employee receives compensation, except for compensation received in conjunction with military service or holding a political office or an appointment to a government board or commission that is compatible with city employment. The following is to be considered when determining if outside employment is acceptable:

- Outside employment must not interfere with a full-time employee's availability during the City's regular hours of operation or with a part-time employee's regular work schedule.
- Outside employment must not interfere with the employee's ability to fulfill the essential requirements of his/her position.
- The employee must not use city equipment, resources or staff in the course of the outside employment.
- The employee must not violate any city personnel policies as a result of outside employment.
- The employee must not receive compensation from another individual or employer for services performed during hours for which he/she is also being compensated by

the City. Work performed for others while on approved PTO or compensatory time is not a violation of policy unless that work creates the appearance of a conflict of interest.

- No employee will work for another employer, or for his/her own business, while using paid medical leave from the City for those same hours.
- Departments may establish more specific policies as appropriate, subject to the approval of the city administrator.

City employees are not permitted to accept outside employment that creates either the appearance of or the potential for a conflict with the development, administration or implementation of policies, programs, services or any other operational aspect of the City.

Clothing Allowances

Public Works and Development Services field personnel will have an annual clothing allowance accounted for in each Department's annual budget. Full-time permanent Public Works employees shall have a maximum of six hundred and fifty (\$650.00) dollar annual allowance for winter shirts, summer shirts, jackets, and hooded sweatshirts bearing the City of Grimes logo, and jeans/trousers, shorts, jackets, coveralls, and boots/shoes. Employees shall follow all Department requirements for Class III or high visibility markings on shirts and ANSI safety toe requirements for boots or shoes. Regular employees will be furnished with all safety equipment required for the job by IOSHA or OSHA. Seasonal and part-time employees will be provided safety equipment as necessary and required for the job assignment. Other departments may budget for and provide City logo clothing to employees as the Department Director sees appropriate. Under no circumstances shall the City reimburse or pay for state sales tax.

City Driving and Seat Belt Policy

This policy applies to all employees who drive a vehicle on city business at least once per month, whether driving a city-owned vehicle or their own personal vehicle. It also applies to employees who drive less frequently but whose ability to drive is essential to their job due to the emergency nature of the job. The City expects all employees who are required to drive as part of their job to drive safely and legally while on city business and to maintain a good driving record.

The City requires that all employees operating official vehicles, equipment, personal and rental cars on official business use seatbelts and shoulder restraints. Employees operating on and off-road equipment with a Rollover Protective Structure (ROPS) shall use seat belts when operating the equipment. Employees are also prohibited from riding in or on parts of a vehicle not designed for human occupancy, including but not limited to, pick-up and truck boxes, fenders, steps and bumpers.

The City will examine driving records once per year for all employees who are covered by this policy to determine compliance with this policy. Employees who lose their driver's license or receive restrictions on their license are required to notify their immediate supervisor on the first

work day after any temporary, pending or permanent action is taken on their license and to keep their supervisor informed of any changes thereafter.

The City will determine appropriate action on a case-by-case basis.

Cell Phone Reimbursement

With limited exceptions adopted only on consent of the human resources director or finance director and department head, the City of Grimes does not purchase or issue city-owned phones. The City will pay a cell phone reimbursement in the amount of fifty dollars (\$50.00) per month to employees whose essential duties in their job description require a cell phone. Generally, cell phone reimbursement will be offered when the essential functions in an employee's job description require that either: (a) the employee be available by telephone outside of normal work hours or (b) the employee be available by telephone regularly throughout the workday while regularly scheduled duties require the employee to travel to many different work sites.

Grievance Procedure

Any dispute between an employee and the City relative to the application, meaning or interpretation of these personnel policies will be settled in the following manner:

Step 1: The employee must present the grievance in writing to the appropriate supervisor, stating the nature of the grievance, the date at which the incident allegedly occurred, the facts on which it is based, the provision or provisions of the handbook allegedly violated and the remedy requested, within twenty-one (21) days after the alleged violation or dispute has occurred. The supervisor will respond to the employee in writing within seven (7) calendar days.

Step 2: If the grievance has not been settled in accordance with Step 1, it must be presented in writing, stating the nature of the grievance, the date at which the incident allegedly occurred, the facts on which it is based, the provision or provisions of the handbook allegedly violated, and the remedy requested, by the employee to the city administrator within seven (7) days after the supervisor's response is due. The city administrator or his/her designee will respond to the employee in writing within seven (7) calendar days. The decision of the city administrator is final for all disputes.

Waiver

If a grievance is not presented within the time limits set forth above, it will be considered "waived." If a grievance is not appealed to the next step in the specified time limit or any agreed extension thereof, it will be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal within the specified time limits, the grievance shall be treated as denied. The time limit in each step may be extended by mutual agreement of the City and the employee without prejudice to either party.

The following actions are not grievable:

- While certain components of a performance evaluation, such as disputed facts reported to be incomplete or inaccurate are challengeable, other performance

evaluation data, including subjective assessments, are not;

- Pay increases or lack thereof; and
- Any discipline other than demotion or dismissal.

The above list is not meant to be all inclusive or exhaustive.

XV. ELECTRONIC COMMUNICATION AND INTERNET USE

The following guidelines have been established for using the City's network, or any city-provided equipment and e-mail in an appropriate, ethical and professional manner:

- (1) The City's network, any city-provided equipment (e.g., cell phone, laptops, computers) and services may not be used for transmitting, retrieving or storing any communications of a defamatory, discriminatory, harassing or pornographic nature.
- (2) The following actions are forbidden on the City's network and/or equipment: using disparaging, abusive, profane or offensive language; creating, viewing or displaying materials that might adversely or negatively reflect upon the City or be contrary to its best interests; and engaging in any illegal activities, including piracy, hacking, extortion, blackmail, copyright infringement, and unauthorized access of any computers and city-provided equipment such as cell phones and laptops.
- (3) Employees may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only.
- (4) Employees should not open suspicious e-mails, pop-ups or downloads. Contact IT with any questions or concerns to reduce the release of viruses or to contain viruses immediately.
- (5) Internal and external e-mails are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mail within and outside the City.

Right to Monitor

All city-supplied technology and city-related work records belong to the City and not to the employee. The City of Grimes may monitor and restrict or limit the use of city-supplied technology. At any time and without prior notice, the City reserves the right to examine e-mail, voice mail, personal file directories, and other information stored on or transmitted through City computers or other technology. An employee's use of the City's computer systems or electronic technology constitutes consent to such examination. Inappropriate or illegal use or communications may be subject to disciplinary action up to and including termination of employment.

During the employee's working hours, the use of employee-owned computers and electronic devices, whether accessed via the city's system or otherwise, is subject to the City's Electronic Communication and Internet Use Policy. This includes, but is not limited to, access to the Internet, communication on personal webpages, transmission or receipt of e-mail messages, blogging, instant messaging, use of regular and cellular phones, voicemail, and/or text messaging.

Violations

The use of the City's e-mail and network is a privilege afforded to authorized users. This

privilege may be revoked at any time for violations of this policy. The city administrator or a designee will evaluate violations of this policy on a case by case basis. Employees found to have violated this policy, or to have engaged in illegal or unethical practices, will be subject to disciplinary action, which could include termination of employment and criminal prosecution.

Social Media Policy

Online social media platforms such as Facebook, LinkedIn, Instagram, Snapchat, and Twitter are an evolving gathering place for hundreds of millions of people, encompassing a broad sweep of online activity, including social networks (Facebook, Yelp, Instagram, Snapchat, and Twitter) and professional networks (LinkedIn, blogs and webinars). Because such media is a far-reaching means of communication, every employee engaged in social media is expected to use it responsibly.

In establishing this policy, the City hopes to provide employees with a clear, straight-forward set of standards to guide personal and professional social media behavior. As social media use and tools evolve, so will this policy. It will be evaluated and amended as needed.

Social Media Guidelines

The city does not place restrictions on which social media sites its employees can join during their personal time. The City hires talented people, and, therefore, trusts each employee to conduct themselves in a professional manner. If an employee is clearly identified as an employee of the City, the employee has a responsibility to act in a manner that maintains the City's business reputation, whether using social media for personal or professional reasons. Additionally, employees shall not set up additional social media groups on behalf of the City, such as LinkedIn groups, Facebook pages or Twitter accounts. The use of the City's logo or brand is prohibited. Any communications concerning City employees that are posted using social media sites must not violate any guidelines or policies set forth in this employee handbook, especially as it relates to discrimination, unlawful harassment or safety issues.

Professional Social Networks and Business-Related Blogs

In general, employees are free to participate in professional networking and business websites (e.g., LinkedIn, regional or national blogs), and may identify themselves as employees of the City when doing so. Because the employee's professional online identity reflects directly on the City, all such communications must meet the standards of professionalism expected of city employees.

Employees should be cautious of posting anything that might constitute a violation of personal privacy laws (HIPAA, etc.), which exposes the City to liability. If an employee is commenting on a professional site, a disclaimer should be issued clearly stating that the opinion is solely of the employee, and not representative whatsoever of the City. Employees also shall not disclose any non-public information concerning the City or its various stakeholders. The City reserves the right to remove potentially sensitive material from any of its own social networking pages (i.e. specific information on a stakeholder, something that is inappropriate or offensive, SPAM, etc.).

Nothing contained in this policy is intended to, nor shall be interpreted as, limiting an employee's right to free speech or an employee's right to engage in concerted activity aimed at affecting a change in the workplace, as protected by labor laws.

Policy Enforcement

Any known or suspected violations of this policy will be investigated and may result in disciplinary action.

City of Grimes Employee Handbook Acknowledgment

This employee handbook is intended as a general guide to the rules, policies, and procedures of the City of Grimes. Please read the handbook, as well as the policies, as they will acquaint you with the City of Grimes and answer many of your questions.

This handbook does not contain all the information you will need as an employee. We will provide any additional information orally and/or in writing. We reserve the right to make changes to the employee handbook without prior notice.

This handbook is not a contract of employment. Unless you have a written employment contract with the City of Grimes signed by an authorized City official that states otherwise, your employment is at will and may be terminated by either you or the City of Grimes at any time, with or without cause or advance notice.

EMPLOYEE STATEMENT

I acknowledge receipt of the City of Grimes' Employee Handbook. I understand that it is up to me to read the handbook and to familiarize myself with its contents. I have read and understood all of the above information, and I acknowledge my at-will employment status.

Print Name

Signature

Date

TABLE OF AMENDMENTS

Resolution #	Date Approved by Council	Change	Page #	Handbook Updates Released	Description/Notes
12-0519	12/6/19	Rewritten	All		
06-1520	6/15/20	Sections added	9		Conflict of Interest/Related Party Transactions
06-1520	6/15/20	Sections added	10		Confidentiality Agreement, Personal Use
08-1120	6/15/20	Sections added	9		Access to and use of City property and equipment - loss or damage
05-3522	5/24/2022	Revised	All		Adoption of PTO, revisions

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Approving Purchase of Larue D40 Loader-Mounted Snowblower

BACKGROUND: The Larue D40 is known for its high-performance capabilities, ensuring a faster and more efficient snow removal process. Its loader-mounted configuration allows for efficient clearing of snow from streets, sidewalks, and other public spaces. This will allow our snow removal crews to respond promptly to winter weather events, minimizing disruptions to traffic and public services. The strategic use of the snowblower on Main Street, the Town Center and areas prone to drifting will address specific challenges posed by heavy snow accumulation in these critical locations. This targeted approach will help improve overall safety and accessibility for residents and businesses.

BUDGETARY CONSIDERATIONS: Contract pricing of \$220,714 which includes coupler. ERP funds will be utilized.

STRATEGIC PLANNING:

Prioritized: ____YES __X__NO

*High-Performing Organization/Exception Professional Services __X__

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION: Staff recommends Council approval

RESPONSIBLE STAFF/CONTACT INFORMATION:

Kevin Hensley, Public Works Director, 515-986-9636, khensley@grimesiowa.gov

Prepared by: JB

Return to: KH

RESOLUTION TO PURCHASE LAURE D40 LOADER-MOUNTED SNOWBLOWER

Grimes Resolution No. 01-3524

WHEREAS, the City of Grimes is committed to maintaining a safe and accessible roadways for its residents; and

WHEREAS, the City recognizes the need for efficient snow removal operations, particularly in areas with limited street parking and high potential for drifting; and

WHEREAS, the Larue D40 Loader-Mounted Snowblower has been identified as a specialized and effective solution to enhance the city's snow removal capabilities; and

WHEREAS, the acquisition of the Larue D40 Loader-Mounted Snowblower is expected to increase operational efficiency during winter events, focusing on Main Street and other critical areas;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Public Works Director is authorized to execute the purchase of the Larue D40 Loader-Mounted Snowblower.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

January 18, 2024

Kevin Hensley
City of Grimes

Kevin,



Per your request, a proposal has been generated based on the MNDOT State Bid for a Larue D40 Snowblower with the enhancements that your department has deemed necessary.

<u>Spec #</u>	<u>Description</u>	<u>Qty</u>	<u>Price Each</u>	<u>SubTotal</u>
Base	Base Price- 2024 Larue D40	1	\$175,907	\$175,907
STD	Cummins QSB6.7 235 HP	1	STD	STD
4.1.2	30" Telescopic Loading Chute	1	\$8,368	\$8,368
4.1.4	Hydraulic Tilting Chute (right side)	1	\$5,900	\$5,900
4.2.1	Bluetooth Control System (wireless)	1	\$4,100	\$4,100
4.2.3	Single Steering Vane	1	\$4,253	\$4,253
4.2.4	Dual Steering Vane	1	\$1,400	\$1,400
4.2.5	150 Degree Drum Rotation	1	\$2,100	\$2,100
4.2.6	Drum with Chromium Carbide Wear Plate	1	\$3,900	\$3,900
4.2.7	Reverse Function – Transmission	1	\$900	\$900
4.2.8	LED Light – Safety Bolts	1	\$700	\$700
4.2.9	Heated LED Working Lights - Frame	1	\$309	\$309
4.2.10	LED Light – Engine Compartment	1	\$1,000	\$1,000
4.4.1	Full Width Skid Kit - Steel	1	\$1,114	\$1,114
4.4.9	Drift Cutter Guard - UHMW	1	\$500	\$500
4.5.1	Quick Coupler	1	\$4,334	\$4,334
4.5.3	Lifting Hooks Kit	1	\$1,362	\$1,362
4.8.3	Delivery	1	\$170	\$170
Non-Contract Items				
5.1.1	25' Control Cable	1	\$675	\$675
5.1.2	Ice Cutters	1	\$600	\$600
5.1.3	Freight IN, PDI, and Training	1	\$3,122	\$3,122

MNDOT State Bid Purchase Price 2024 LARUE D40 SNOWBLOWER: \$220,714.00

Terms of Sale:

Price Includes: Delivery to city shop and on-site operators/maintenance training.

Trade-In Option: N/A

Warranty: 1 Year/2,000 Hour Parts & Labor Warranty

Delivery Leadtime: TBD

Terms: Invoice Due 30 Days after Delivery.

If you should have any questions about this proposal, pricing, or equipment please feel free to give me a call.

Thank you,

Andrew M Lee

Andrew Lee
MacQueen Equipment
515-985-8175

www.macqueengroup.com

4607 SE Rio Ct, Ankeny, IA 50021 . Bus: 515.289.9994 . Fax: 515.289.9995
Formerly Trans Iowa Equipment Part of the MacQueen Group Since 2005

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Resolution Authorizing the Disposal of Equipment

BACKGROUND: Johnston-Grimes Metropolitan Fire District is requesting to dispose of items that are either beyond useful life or no longer needed. Grimes purchased a set of eDraulic battery powered Hurst Brand Hydraulic spreader and cutter for extricating patients from damaged vehicles in 2015 for approximately \$23,000. The Fire District is purchasing a new set of Hurst eDraulic tools for \$29,115.00 with money that Johnston had budgeted in their Capital Equipment fund. The batteries for the new tools are not compatible with the old tools. The Fire District worked with the vendor to arrive at a fair price for the used tools and the salesperson found a department that was looking for similar tools, but could not afford a new set. The Des Moines Township Fire Department near Keokuk, IA will be purchasing the tools. There are no referral fees from Alex Air, which is the vendor we are purchasing the new tools from, for the referral to Des Moines Township Fire Department.

The fair market value of the spreader and cutter with batteries and chargers is \$10,000. The revenues will be deposited in a fire department revenue line. The revenues will be used to offset the purchase of another 40" spreader that will greatly enhance the capability for rescues specifically in instances where the dash has to be rolled back or when lifting objects needing higher lifts than the 28" spreader. The new 40" Spreaders will cost \$16,000. The difference will be taken out of Fire Supplies budget line 001-150.6504.

BUDGETARY CONSIDERATIONS: A total of \$10,000.00 will be received from the sale of these items.

STRATEGIC PLANNING:

Prioritized: ____YES __X__NO

*High-Performing Organization/Exception Professional Services __X__

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION: Approval

RESPONSIBLE STAFF/CONTACT INFORMATION:

Jim Clark, Fire Chief, 515-215-7690, jclark@cityofjohnston.com

Prepared by: Olivia DeYoung

Return to: Jim Clark

RESOLUTION 01-3624 AUTHORIZING THE DISPOSAL OF EQUIPMENT

Grimes Resolution No. 01-3624

WHEREAS, the City of Grimes owns equipment that is no longer being utilized; and

WHEREAS, the Fire Chief has determined the equipment is no longer needed for any operational or other purposes; and

WHEREAS, the Fire Chief recommends the following equipment for disposal in manner that maximizes income to the City, which may include sale, trade-in, or disposal of junk.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, The following items are approved for disposal.

Section 1.

Equipment Description	Trade-in/Sale	Estimated Value
2015 Hurst eDraulic 28" Spreader	Sale to Des Moines Township Fire Department	\$5,000
2015 Hurst eDraulic 7" Cutter	Sale to Des Moines Township Fire Department	\$5,000
TOTAL		\$10,000

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Resolution to Enter into NEOGOV Contract

BACKGROUND: Recruiting, screening candidates, interviewing and hiring, and onboarding is among the core functions of an effective HR Department. Complicating this function is that more employers with more vacancies are chasing fewer qualified applicants for open positions. In Iowa, the number of open jobs for reporting public employers are up by 25%, while the number of applications per open job are down by 23%. In the City of Grimes, this issue is accelerated by a rapidly growing population with increasing service demands requiring increasing numbers of skilled positions (e.g., Development Services, Water, Wastewater, Information Technology).

In FY 23, the HR Department posted, received and screened applicants, and made job offers, for 16 positions. This resulted in additional onboarding for 15 new hires. Current hiring practices were developed across multiple departments, using multiple technology systems that are diffuse, compartmentalized, and require duplicating efforts across various disparate technology systems housed in different environments. As a result, the HR Department has been evaluating tools for the past two years to streamline, concentrate and make these processes more efficient by consolidating efforts into a HRIS/HRMS/HCM product that eliminates redundancies and facilitates collaboration. The goal of this effort is to create a better recruiting, hiring, and onboarding product, a better candidate/employee experience, increased collaboration between the HR Department and hiring manager, and hire qualified candidates faster.

With this goal in mind, and in keeping with the City's purchasing policy, the HR Department evaluated three separate options and has a recommendation based on that evaluation. The recommendation is to go with the NEOGOV product which - while not only the least expensive option, is also in use by the majority of Iowa cities (specifically with metro DSM peers), most closely matches the HR department's needs, and appears most responsive to and aligned with the strategic needs of a smaller local governmental organization.

(1) General Retail "Off the Shelf" Options

General options abound in the retail market, including options like ADP, Workday, Gusto, Namely, Zenefits, and BambooHR. Most products have a "core function" for which they were developed, and a variety of built out associated options that were developed after the "core function" achieved some commercial success. ADP, for example, started as a payroll software, and branched out after it achieved resounding success in that market. The product evaluated here, Bamboo HR, started out as an HR management/employee records product, which then added Time & Attendance (online clock in/clock out and timesheet/payroll processing integration), Onboarding, Recruiting/Applicant Tracking, Performance Management and Employee Engagement. Bamboo HR is used mostly in the software and tech, non-profit, professional services, and health and medical industries. Bamboo HR's capabilities touch all areas the City is seeking: Recruiting, Candidate Screening and Applicant Tracking, Interviewing and

Hiring, and Onboarding. Bamboo HR's price is competitive at \$9.00 - \$17.00 per employee/per month (depending on the number of modules purchased), and \$2,000 - \$5,000 in one-time implementation costs. Where it falters is in its applicability to the local government market. It offers no separate hiring resources - only a cloud-based portal through which applicants can register and apply for jobs. Its form banks aren't specific to government generally, or local governments or local government in Iowa specifically. We know of only one local government in the state that has adopted it. A contract for the next two years would cost \$12,636 in annual fees, plus at least \$2,000 for a minimal start-up cost, or \$27,272 for two years.

(2) Integrated Product (with Existing Finance Software)

Our existing finance software vendor gWorks has an HR module that integrates with the City's existing finance software, in use since 2018. The module integrates entirely with the City's finance software, but offers no functionality in any of the areas of Recruiting, Candidate Screening and Applicant Tracking, Interviewing and Hiring, and Onboarding. Instead, it focuses on payroll and Time & Attendance. Because the software cannot meet the demands of functionality needed by the HR Department, it was not worthy of serious consideration. That said, cost would be deterrent as well, because the quote we received included a one-time cost of \$3,000, with an annual software and support license cost of \$10,900, or \$24,800 for two years.

(3) Boutique "Off the Shelf" Option - NEOGOV

NEOGOV dominates the local government market in Iowa, particularly with metro area cities. Users include Clive, Waukee, Urbandale, Norwalk, Johnston, Ankeny, Des Moines, Polk County, Ames and other users throughout the state, like Mason City, Sioux City, a wide number of counties, and the state of Iowa. Second, the product is responsive to all the HR Department's needs of Recruiting, Candidate Screening and Applicant Tracking, Interviewing and Hiring, and Onboarding. An additional unique feature to NEOGOV but not available with the other products, is a dedicated job posting resource at governmentjobs.com, a dedicated government job platform currently hosting 452 open recruitment positions with organizations throughout the state of Iowa. Costing was efficient enough to add a Single Sign-on Service so employee's existing logon credentials for personal work devices and Microsoft Office products can be used to log into and utilize the platform for hiring manager collaboration in applicant screening and tracking. A two-year cost for the product is \$24,302.70, and the final quote and contract is attached to this resolution as an Exhibit.

BUDGETARY CONSIDERATIONS: The money for the product allocated to FY24 was not budgeted for, but is present because the HR Department sources funds from various departments and funds with its current piecemeal approach to job posting, as confirmed by the Finance Director. The portion allocated to FY25 will be planned for in the upcoming annual budget, yet to be approved by Council.

STRATEGIC PLANNING:

Prioritized: ____YES __x____NO

*High-Performing Organization/Exception Professional Services __x__

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS: n/a

STAFF RECOMMENDATION: Staff recommends adoption of the resolution authorizing the HR Director to enter into contract.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Erik Fisk, Director Human Resources, 515-986-3036, efisk@grimesiowa.gov

Prepared by: Tammy Johnson
Return to: Tammy Johnson

Resolution 01-3724 to Enter into Service Contract with NEOGOV for Insight, Onboard,
Governmentjobs.com, Single Sign-on (SSO) for calendar years 2024 and 2025

Grimes Resolution No. 01-3724

WHEREAS, the HR Director has identified a need for a comprehensive Recruiting, Candidate Screening and Applicant Tracking, Interviewing and Hiring, and Onboarding software solution to streamline and improve existing City process in the HR Department's important hiring functions;

WHEREAS, in compliance with the City of Grimes Purchasing Policy, the Human Resources Director has evaluated three alternative products and recommended the superior solution; and

WHEREAS, the HR Director shall be authorized to enter into a contract with NEOGOV for services as more specifically set forth in the Exhibit attached to this resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, _____.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

Exhibit A Order Form



NEOGOV

Customer:

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Sydney Carter

Grimes, City of (IA)
101 Ne Harvey St
Grimes, IA 50111-2051
USA

Quote Valid From: 12/29/2023
Quote Valid To: 12/31/2023

Quote Number: Q-13625
PaymentTerms: Annual,Net 30
Subscription Term in Months: 24

Employee Count: 81
Order Summary

Year 1

50% off subscription fees, 25% off implementation fees

Service Description	Type	Start Date	End Date	Term Price (USD)
Insight Subscription	RECURRING			\$2,357.50
Insight Setup	ONE-TIME			\$2,700.00
Onboard Subscription	RECURRING			\$2,062.50
Onboard Setup	ONE-TIME			\$2,250.00
Governmentjobs.com Subscription	RECURRING			\$545.50
Single Sign On Subscription	RECURRING			\$551.50
Single Sign On Setup	ONE-TIME			\$2,250.00
Year 1 TOTAL:				\$12,717.00

Year 2

Service Description	Type	Start Date	End Date	Term Price (USD)
Insight Subscription	RECURRING			\$4,950.75
Onboard Subscription	RECURRING			\$4,331.25
Governmentjobs.com Subscription	RECURRING			\$1,145.55

Service Description	Type	Start Date	End Date	Term Price (USD)
Single Sign On Subscription	RECURRING			\$1,158.15
Year 2 TOTAL:				\$11,585.70

ORDER TOTAL (USD) :

\$24,302.70

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

Contract is contingent to Council Approval on 1/23/2024

"Grimes, City of (IA)"

Signature:

Print Name:

Date:

RESOLUTION 01-3824 TO RECEIVE AND FILE THE INDEPENDENT AUDITOR'S REPORT
AND INSTRUCT THE FILING OF THE REPORT WITH THE STATE AUDITOR'S OFFICE

Grimes Resolution No. 01-3824

WHEREAS, the City of Grimes conducts an annual audit, and

WHEREAS, the City of Grimes has secured the services of Denman & Company, LLP to conduct the City's annual audit for the Fiscal Year 2022-2023, and

WHEREAS, the Grimes City Council has received the Independent Auditor's Report on internal control over financial reporting, including compliance and other matters based on an audit of financial statements performed in accordance with government auditing standards, and

WHEREAS, the Grimes City Council has received the Independent Auditor's Report on Compliance for each major-federal program, including internal control over compliance required by the uniform guidance,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the fiscal year 2022-2023 Independent Auditor's Report prepared by Denman and Company, LLC be accepted and instruct Denman & Company, LLP to file the report with the State of Iowa Auditor's Office.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

City of Grimes

**INDEPENDENT AUDITOR'S REPORTS
BASIC FINANCIAL STATEMENTS
SUPPLEMENTARY AND OTHER INFORMATION
SCHEDULE OF FINDINGS AND QUESTIONED COSTS**

June 30, 2023

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**City of Grimes
OFFICIALS**

<u>Name</u>	<u>Title</u>	<u>Term expires</u>
Scott Mikkelsen	Mayor	January 2026
Ryan Burger	Mayor pro tem	January 2026
Laurie DePhillips	Council Member	January 2026
David Gisch	Council Member	January 2026
Eric Johansen	Council Member	January 2024
Andrew Borcharding	Council Member	January 2024
Jake Anderson	City Administrator	December 2025
Rochelle Williams	City Clerk	Indefinite
Marcia Woodke	Finance Director	Indefinite
Tom Henderson	Attorney	Indefinite

INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and
Members of the City Council
City of Grimes
Grimes, Iowa

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying cash basis financial statements of the governmental activities, the business type activities, the discretely presented component unit, each major fund, and aggregate remaining fund information of the City of Grimes, Iowa (the City), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective cash basis financial position of the governmental activities, the business type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Grimes, Iowa, as of June 30, 2023, and the respective changes in cash basis financial position, for the year then ended in accordance with the cash basis of accounting described in Note 1.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Grimes, Iowa, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter—Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the cash basis of accounting described in Note 1, and for determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Grimes, Iowa's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Grimes, Iowa's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Matters

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Grimes, Iowa's basic financial statements. We previously audited, in accordance with the standards referred to in the third paragraph of this report, the financial statements for the two years ended June 30, 2022 (which are not presented herein) and expressed unmodified opinions on those financial statements which were prepared on the cash basis of accounting. The financial statements for the seven years ended June 30, 2020 (which are not presented herein) were audited by other auditors whose report dated November 12, 2020 stated that they expressed unmodified opinions on those financial statements which were prepared on the cash basis of accounting. The supplementary information included in Schedules 1 through 6 including the schedule of expenditures of federal awards required by Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the management discussion and analysis, the budgetary comparison information, the schedule of the City's proportionate share of the net pension liability and the schedule of City contributions but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 28, 2023 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.


Denman CPA LLP

West Des Moines, Iowa
November 28, 2023

MANAGEMENT'S DISCUSSION AND ANALYSIS

The City of Grimes (City) provides this Management's Discussion and Analysis of its financial statements. This narrative overview and analysis of the financial activities is for the fiscal year ended June 30, 2023. We encourage readers to consider this information in conjunction with the City's financial statements, which follow.

2023 FINANCIAL HIGHLIGHTS

- Receipts of the City's governmental activities increased 142.9% or approximately \$55,200,000, from fiscal year 2022 to fiscal year 2023. Other receipts increased approximately \$9,500,000, tax increment financing increased by approximately \$1,400,000, bond proceeds increased approximately \$41,600,000 and investment earnings increased by approximately \$1,400,000.
- Disbursements of the City's governmental activities increased 148.4%, or approximately \$51,900,000, in fiscal year 2023 from fiscal year 2022. Debt service disbursements increased approximately \$1,060,000 and capital projects increased approximately \$50,000,000.
- The City's total cash basis net position increased 13.3%, or approximately \$8,650,000 from June 30, 2022 to June 30, 2023. Of this amount, the cash basis net position of the governmental activities increased approximately \$8,840,000 and the cash basis net position of the business type activities decreased approximately \$190,000.

USING THIS ANNUAL REPORT

The annual report consists of a series of financial statements and other information as follows:

Management's Discussion and Analysis introduces the basic financial statements and provides an analytical overview of the City's financial activities.

The Government-wide Financial Statement consists of a Statement of Activities and Net Position - Cash Basis. This statement provides information about the activities of the City as a whole and presents an overall view of the City's finances.

The Fund Financial Statements tell how governmental services were financed in the short term as well as what remains for future spending. Fund financial statements report the City's operations in more detail than the government-wide financial statement by providing information about the most significant funds.

Notes to Financial Statements provide additional information essential to a full understanding of the data provided in the basic financial statements.

Other information further explains and supports the financial statements with a comparison of the City's budget for the year and the City's proportionate share of the net pension liability and related contributions.

Supplementary Information provides detail information about the nonmajor governmental funds and the City's indebtedness. In addition, the Schedule of Expenditures of Federal Awards provides details of various federal programs benefitting the City.

BASIS OF ACCOUNTING

The City maintains its financial records on the basis of cash receipts and disbursements and the financial statements of the City are prepared on that basis. The cash basis of accounting does not give effect to accounts receivable, accounts payable and accrued items. Accordingly, the financial statements do not present financial position and results of operations of the funds in accordance with accounting principles generally accepted in the United States of America. Therefore, when reviewing the financial information and discussion within this annual report, readers should keep in mind the limitations resulting from the use of the cash basis of accounting.

REPORTING THE CITY'S FINANCIAL ACTIVITIES

Government-wide Financial Statement

One of the most important questions asked about the City's finances is, "Is the City as a whole better off or worse off as a result of the year's activities?". The Statement of Activities and Net Position - Cash Basis reports information which helps answer this question.

The Statement of Activities and Net Position - Cash Basis presents the City's net position. Over time, increases or decreases in the City's net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The Statement of Activities and Net Position – Cash Basis is divided into two kinds of activities:

- Governmental Activities include public safety, public works, health and social services, culture and recreation, community and economic development, general government, debt service and capital projects. Property tax and state and federal grants finance most of these activities.
- Business Type Activities include the waterworks, the sanitary sewer, storm water and solid waste system. These activities are financed primarily by user charges.

Fund Financial Statements

The City has two kinds of funds:

- 1) Governmental funds account for most of the City's basic services. They focus on how money flows into and out of the funds and the balances at year-end that are available for spending. The governmental funds include: 1) the General Fund, 2) the Special Revenue Funds, such as Road Use Tax, Local Option Sales Tax, and Tax Increment Financing, 3) the Debt Service Fund, 4) the Capital Projects Fund. The governmental fund financial statements provide a detailed, short-term view of the City's general government operations and the basic services it provides. Governmental fund information helps determine whether there are more or fewer financial resources that can be spent in the near future to finance the City's programs.

The required financial statement for governmental funds is a Statement of Cash Receipts, Disbursements and Changes in Cash Balances.

- 2) Proprietary funds account for the City's Enterprise Funds. Enterprise Funds are used to report business type activities. The City maintains five Enterprise Funds to provide separate information for the Water, Sewer and Storm Water Funds, considered to be major funds of the City, and the Solid Waste and GrimesPlex Funds are nonmajor.

The required financial statement for proprietary funds is a Statement of Cash Receipts, Disbursements and Changes in Cash Balances.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Governmental Activities

Net position may serve over time as a useful indicator of financial position. The City's cash balance for governmental activities increased from last year, from approximately \$44,989,000 to approximately \$53,830,000. The analysis that follows focuses on the changes in cash basis net position of governmental activities.

Changes in Cash Basis Net Position of Governmental Activities		
	<u>Year ended June 30</u>	
	<u>2023</u>	<u>2022</u>
Receipts and transfers:		
Program receipts:		
Charges for service	\$ 1,481,668	\$ 1,400,228
Operating grants, contributions and restricted interest	2,381,455	2,179,963
Capital grants, contributions and restricted interest	1,782,626	1,106,769
General receipts:		
Property tax	12,108,584	11,207,159
Tax increment financing	6,591,900	5,192,867
Other tax	3,314,514	3,779,481
Commercial/industrial tax replacement	322,934	404,024
Unrestricted investment earnings	1,506,521	104,083
Bond proceeds	54,232,619	12,626,964
Other	<u>10,137,103</u>	<u>642,918</u>
Total receipts	<u>93,859,924</u>	<u>38,644,456</u>
Disbursements:		
Public safety	5,585,089	5,007,403
Public works	2,701,955	2,683,139
Health and social services	—	4,391
Culture and recreation	2,397,773	2,216,686
Community and economic development	3,348,574	3,250,085
General government	1,979,649	1,993,444
Debt service	5,924,191	4,862,823
Capital projects	<u>64,967,981</u>	<u>14,962,479</u>
Total disbursements	<u>86,905,212</u>	<u>34,980,450</u>
Change in cash basis net position before transfers	6,954,712	3,664,006
Transfers, net	<u>1,885,953</u>	<u>(551,900)</u>
Change in cash basis net position	8,840,665	3,112,106
Cash basis net position beginning of year	<u>44,989,159</u>	<u>41,877,053</u>
Cash basis net position end of year	<u>\$53,829,824</u>	<u>\$44,989,159</u>

The City's total receipts for governmental activities increased 142.9%, or approximately \$55,200,000 over the prior year. The total cost of all programs and services increased approximately \$51,900,000, or 148.4%. The increase in receipts was primarily the result of increases in proceeds received from the issuance of general obligation bonds and other receipts.

The cost of all governmental activities this year was approximately \$86,900,000 compared to approximately \$34,980,000 last year. However, as shown in the Statement of Activities and Net Position - Cash Basis on pages 15 and 16, the amount taxpayers ultimately financed for these activities was approximately \$81,260,000 because some of the cost was paid by those directly benefiting from the programs (approximately \$1,480,000) or by other governments and organizations which subsidized certain programs with grants, contributions and restricted interest (approximately \$4,164,000). The City paid for the remaining "public benefit" portion of governmental activities with property tax (some of which could only be used for certain programs) and with other receipts, such as interest, bond proceeds and miscellaneous receipts. Overall, the City's governmental activities program receipts, including intergovernmental aid and fees for service, increased in fiscal year 2023 from approximately \$4,687,000, to approximately \$5,646,000.

Business Type Activities

Changes in Cash Basis Net Position of Business Type Activities

	Year ended June 30	
	2023	2022
Receipts:		
Program receipts:		
Charges for service:		
Water	\$ 5,955,204	\$ 5,825,821
Sewer	3,619,894	3,491,825
Storm water	799,038	767,980
Nonmajor	764,841	587,944
General Receipts:		
Unrestricted investment earnings	49,190	27,716
Total receipts	<u>11,188,167</u>	<u>10,701,286</u>
Disbursements:		
Water	4,708,677	3,818,846
Sewer	3,607,405	1,817,199
Storm water	331,730	361,718
Nonmajor	847,248	706,959
Total disbursements	<u>9,495,060</u>	<u>6,704,722</u>
Change in cash basis net position before transfers	1,693,107	3,996,464
Transfers, net	<u>(1,885,953)</u>	<u>551,900</u>
Change in cash basis net position	(192,846)	4,548,464
Cash basis net position beginning of year	<u>20,171,930</u>	<u>15,623,466</u>
Cash basis net position end of year	<u>\$19,979,084</u>	<u>\$20,171,930</u>

Total business type activities receipts for the fiscal year 2023 were approximately \$11,188,000 compared to approximately \$10,701,000 last year. The increase was due primarily to the increased charges for service receipts.

The cash balance for business type activities at June 30, 2023 decreased \$193,000 over the prior year. Receipts increased \$487,000 and disbursements increased by \$2,790,000. Total disbursements for the fiscal year increased from approximately \$6,705,000 last year to approximately \$9,495,000 for fiscal year 2023.

INDIVIDUAL MAJOR GOVERNMENTAL FUND ANALYSIS

As the City of Grimes completed the year, its governmental funds reported a combined fund balance of approximately \$54,830,000, an increase of approximately \$8,840,000 from last year's total of approximately \$44,990,000. The following are the major reasons for the changes in fund balances of the major funds from the prior year.

Governmental Funds

- The General Fund cash balance increased approximately \$39,000 over the prior year to approximately \$12,370,000. The City continues to monitor taxes and ending fund balances to determine the ideal balance between having money in reserve for unforeseen emergencies versus keeping taxes at a consistent level. Increase in property tax receipts contributed to the increase.
- The Special Revenue, Road Use Tax Fund cash balance increased approximately \$251,000 from June 30, 2022 to June 30, 2023 and is now approximately \$3,754,000. The City continues to work on pavement projects throughout the City and is committed to the continued use of road use tax receipts for major construction projects versus operation of the street department.
- The Special Revenue, Tax Increment Financing Fund was established to finance projects whereby an investment by the City in infrastructure results in an overall larger tax base. At the end of the fiscal year, the cash balance was approximately \$1,298,000, an increase of approximately \$787,000 from the previous year. The increase was the result of an increase in tax receipts.
- The Special Revenue, Local Option Sales Tax Fund was established to account for receipts from local option sales tax. The cash balance decreased approximately \$371,000 from June 30, 2022 to June 30, 2023 and is now approximately \$2,468,000. The decrease was due to an increase in transfers out to other funds.
- The Debt Service Fund cash balance decreased to approximately \$911,000 during fiscal year 2023 from approximately \$993,000. The decrease is mostly due to increased payments on debt.
- The Capital Projects Fund cash balance increased from approximately \$23,303,000 to approximately \$31,077,000 in fiscal year 2023. Capital projects vary from year to year and are dependent on the timing of bond proceeds and the timing of the large capital projects. Current year bond proceeds accounted for most of the increase.

Individual Major Business Type Fund Analysis

- The Enterprise, Water Fund cash balance increased approximately \$1,138,000 to approximately \$10,389,000. The receipts increased from approximately \$5,826,000 in 2022 to approximately \$5,955,000 in 2023 and there was an increase in disbursements from approximately \$3,722,000 in 2022 to approximately \$4,709,000 in 2023.
- The Enterprise, Sewer Fund cash balance decreased approximately \$1,434,000, from approximately \$7,362,000 to approximately \$5,928,000. Receipts increased approximately \$128,000, disbursements increased approximately \$1,790,000 and net transfers out increased approximately \$1,477,000.
- The Enterprise, Storm Water Fund cash balance increased approximately \$16,900 from approximately \$2,652,000 to approximately \$2,669,000. Receipts increased approximately \$31,000, disbursements decreased approximately \$30,000 and transfers out increase approximately \$450,000.

BUDGETARY HIGHLIGHTS

Over the course of the year, the City Council amended its budget once. The amendment was approved on May 23, 2023. Typically, the City's amendments are necessitated by the actual timing of the disbursements for capital projects and for refinancing and issuances of bonds. The City had sufficient cash balances to absorb these additional costs.

The City's receipts were approximately \$179,000 less than budgeted. This was primarily due to the City receiving less in miscellaneous receipts than budgeted.

Even with the budget amendments, total disbursements were approximately \$10,518,000 less than budgeted. This was primarily due to capital project expenditures being significantly under budget.

The City did not exceed the amounts budgeted for expenditures for the year ended June 30, 2023.

DEBT ADMINISTRATION

At June 30, 2023, the City had approximately \$131,473,000 in bonds and other long-term debt outstanding compared to approximately \$85,511,000 at June 30, 2022, as shown below:

Outstanding Debt at Year-End (Expressed in Thousands)		
	June 30	
	2023	2022
General obligation bonds	\$ 70,015	\$ 51,660
Revenue bonds	<u>61,458</u>	<u>33,851</u>
Total	\$ <u>131,473</u>	\$ <u>85,511</u>

Debt increased as a result of issuing general obligation bonds and issuing water and sewer revenue bonds for the purpose of defraying a portion of the costs of carrying out various projects of the City.

The Constitution of the State of Iowa limits the amount of general obligation debt cities can issue to 5% of the assessed value of all taxable property within the City's corporate limits. The City's outstanding general obligation debt of approximately \$70,015,000 is significantly below its constitutional debt limit of approximately \$101 million. Additional information about the City's long-term debt is presented in Note 3 to the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND RATES

The City of Grimes' elected and appointed officials and citizens considered many factors when setting the fiscal year 2024 budget, tax rates and fees charged for various City activities. One of those factors is the economy. Unemployment in the City now stands at 3.1% versus 2.5% a year ago. This compares with the State's unemployment rate of 3.3% versus 2.6% last year.

These indicators were taken into account when adopting the budget for fiscal year 2024. The City expects increases in tax revenue of approximately \$882,000; benefitting from growth and increases in assessed valuations. Planned City revenues decrease due to less proceeds from bonds. The City will use the revenue to finance programs we currently offer and to defray a large portion of the costs of carrying out various construction and infrastructure projects. Budgeted disbursements decreased approximately \$4,040,000 due to large street construction projects, street maintenance projects, and several large infrastructure projects. The City has added no major new programs or initiatives to the fiscal year 2024 budget.

If these estimates are realized, the City's budgeted cash balance is expected to decrease by approximately \$9,407,000 by the close of fiscal year 2024. This decrease will be primarily due to monies being used to help pay the City's costs associated with various construction and infrastructure projects.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers and creditors with a general overview of the City's finances and to show the City's accountability for the money it receives. If you have any questions about this report or need additional financial information contact Jake Anderson, City Administrator, 101 NE Harvey, Grimes, Iowa 50111 or by e-mail at janderson@grimesiowa.gov.

BASIC FINANCIAL STATEMENTS

City of Grimes
STATEMENT OF ACTIVITIES AND NET POSITION - CASH BASIS
As of and for the year ended June 30, 2023

FUNCTIONS/PROGRAMS	Disbursements	Program receipts		
		Charges for service	Operating grants, contributions, and restricted interest	Capital grants, contributions, and restricted interest
Governmental activities				
Public safety	\$ 5,585,089	\$ 1,120,086	\$ 97,246	\$ —
Public works	2,701,955	—	2,119,436	—
Culture and recreation	2,397,773	266,887	164,773	—
Community and economic development	3,348,574	—	—	—
General government	1,979,649	94,695	—	—
Debt service	5,924,191	—	—	—
Capital projects	<u>64,967,981</u>	<u>—</u>	<u>—</u>	<u>1,782,626</u>
Total governmental activities	<u>86,905,212</u>	<u>1,481,668</u>	<u>2,381,455</u>	<u>1,782,626</u>
Business type activities				
Water	4,708,677	5,955,204	—	—
Sewer	3,607,405	3,619,894	—	—
Storm water	331,730	799,038	—	—
Nonmajor	<u>847,248</u>	<u>764,841</u>	<u>—</u>	<u>—</u>
Total business type activities	<u>9,495,060</u>	<u>11,138,977</u>	<u>—</u>	<u>—</u>
Total	<u>\$96,400,272</u>	<u>\$12,620,645</u>	<u>\$ 2,381,455</u>	<u>\$ 1,782,626</u>
Component unit				
Friends of the Library	<u>\$ 103,544</u>	<u>\$ —</u>	<u>\$ 102,555</u>	<u>\$ —</u>

GENERAL RECEIPTS AND TRANSFERS

Property and other city tax levied for
 General purposes
 Debt service
Tax increment financing
Other tax
Commercial/industrial tax replacement
Unrestricted investment earnings
Bond proceeds
Miscellaneous
Sale of capital assets
Transfers
 Total general receipts and transfers
Change in cash basis net position

CASH BASIS NET POSITION, beginning of year

CASH BASIS NET POSITION, end of year

CASH BASIS NET POSITION

Restricted
Expendable
 Urban renewal purposes
 Debt service
 Streets
 Capital projects
 Other purposes
 Customer meter deposits
Unrestricted

Total cash basis net assets

See Notes to Financial Statements.

**Net (disbursements) receipts and
changes in cash basis net position**

Governmental activities	Business type activities	Total	Component unit
\$ (4,367,757)	\$ —	\$ (4,367,757)	
(582,519)	—	(582,519)	
(1,966,113)	—	(1,966,113)	
(3,348,574)	—	(3,348,574)	
(1,884,954)	—	(1,884,954)	
(5,924,191)	—	(5,924,191)	
<u>(63,185,355)</u>	<u>—</u>	<u>(63,185,355)</u>	
<u>(81,259,463)</u>	<u>—</u>	<u>(81,259,463)</u>	
—	1,246,527	1,246,527	
—	12,489	12,489	
—	467,308	467,308	
<u>—</u>	<u>(82,407)</u>	<u>(82,407)</u>	
<u>—</u>	<u>1,643,917</u>	<u>1,643,917</u>	
<u>(81,259,463)</u>	<u>1,643,917</u>	<u>(79,615,546)</u>	
			\$ (989)
9,108,329	—	9,108,329	—
3,000,255	—	3,000,255	—
6,591,900	—	6,591,900	—
3,314,514	—	3,314,514	—
322,936	—	322,936	—
1,506,521	49,190	1,555,711	—
54,232,619	—	54,232,619	—
10,100,025	—	10,100,025	—
37,076	—	37,076	—
<u>1,885,953</u>	<u>(1,885,953)</u>	<u>—</u>	<u>—</u>
<u>90,100,128</u>	<u>(1,836,763)</u>	<u>88,263,365</u>	<u>—</u>
8,840,665	(192,846)	8,647,819	(989)
<u>44,989,159</u>	<u>20,171,930</u>	<u>65,161,089</u>	<u>354,462</u>
<u>\$53,829,824</u>	<u>\$19,979,084</u>	<u>\$73,808,908</u>	<u>\$ 353,473</u>
\$ 1,298,329	\$ —	\$ 1,298,329	\$ —
911,501	1,637,403	2,548,904	—
3,754,222	—	3,754,222	—
31,076,559	—	31,076,559	—
4,419,701	—	4,419,701	353,473
—	228,243	228,243	—
<u>12,369,512</u>	<u>18,113,438</u>	<u>30,482,950</u>	<u>—</u>
<u>\$53,829,824</u>	<u>\$19,979,084</u>	<u>\$73,808,908</u>	<u>\$ 353,473</u>

City of Grimes
STATEMENT OF CASH RECEIPTS, DISBURSEMENTS AND
CHANGES IN CASH BALANCES
GOVERNMENTAL FUNDS
As of and for the year ended June 30, 2023

		Special revenue		
	General	Road Use Tax	Tax Increment Financing	Local Option Sales Tax
RECEIPTS				
Property tax	\$ 8,076,626	\$ —	\$ —	\$ —
Tax increment financing	—	—	6,591,900	—
Other city tax	137,495	—	—	3,037,566
Licenses and permits	586,680	—	—	—
Use of money and property	1,457,225	—	—	—
Intergovernmental	479,931	2,119,076	118,601	—
Charges for service	768,037	—	—	—
Miscellaneous	418,036	521	—	—
Total receipts	<u>11,924,030</u>	<u>2,119,597</u>	<u>6,710,501</u>	<u>3,037,566</u>
DISBURSEMENTS				
Operating				
Public safety	4,697,053	—	—	—
Public works	1,136,238	1,089,078	—	—
Culture and recreation	2,132,926	—	—	—
Community and economic development	244,432	—	3,054,457	—
General government	1,676,479	—	—	—
Debt service	—	—	—	—
Capital projects	—	—	—	—
Total disbursements	<u>9,887,128</u>	<u>1,089,078</u>	<u>3,054,457</u>	<u>—</u>
Excess (deficiency) of receipts over (under) disbursements	<u>2,036,902</u>	<u>1,030,519</u>	<u>3,656,044</u>	<u>3,037,566</u>
OTHER FINANCING SOURCES (USES)				
Bond proceeds	—	—	—	—
Sale of capital assets	10,823	—	—	—
Transfers in	2,684,118	—	—	—
Transfers out	<u>(4,692,505)</u>	<u>(779,354)</u>	<u>(2,869,361)</u>	<u>(3,408,603)</u>
Total other financing sources (uses)	<u>(1,997,564)</u>	<u>(779,354)</u>	<u>(2,869,361)</u>	<u>(3,408,603)</u>
Net change in cash balances	39,338	251,165	786,683	(371,037)
CASH BALANCES, beginning of year	<u>12,330,174</u>	<u>3,503,057</u>	<u>511,646</u>	<u>2,838,786</u>
CASH BALANCES, end of year	<u>\$12,369,512</u>	<u>\$3,754,222</u>	<u>\$1,298,329</u>	<u>\$2,467,749</u>
CASH BASIS FUND BALANCES				
Restricted for				
Urban renewal purposes	\$ —	\$ —	\$1,298,329	\$ —
Debt service	—	—	—	—
Streets	—	3,754,222	—	—
Capital projects	—	—	—	—
Other purposes	—	—	—	2,467,749
Unassigned	<u>12,369,512</u>	<u>—</u>	<u>—</u>	<u>—</u>
Total cash basis fund balances	<u>\$12,369,512</u>	<u>\$3,754,222</u>	<u>\$1,298,329</u>	<u>\$2,467,749</u>

See Notes to Financial Statements.

Exhibit B

<u>Debt Service</u>	<u>Capital Projects</u>	<u>Nonmajor Governmental Funds</u>	<u>Total</u>
\$3,000,255	\$ —	\$1,031,703	\$12,108,584
—	—	—	6,591,900
42,349	—	97,104	3,314,514
—	—	—	586,680
91	174,110	2,046	1,633,472
128,841	1,589,565	51,001	4,487,015
—	—	—	768,037
<u>—</u>	<u>9,580,365</u>	<u>101,103</u>	<u>10,100,025</u>
<u>3,171,536</u>	<u>11,344,040</u>	<u>1,282,957</u>	<u>39,590,227</u>
—	60,362	827,674	5,585,089
—	79,830	396,809	2,701,955
—	—	264,847	2,397,773
—	—	49,685	3,348,574
—	—	303,170	1,979,649
5,924,191	—	—	5,924,191
<u>—</u>	<u>64,967,981</u>	<u>—</u>	<u>64,967,981</u>
<u>5,924,191</u>	<u>65,108,173</u>	<u>1,842,185</u>	<u>86,905,212</u>
(2,752,655)	(53,764,133)	(559,228)	(47,314,985)
—	54,232,619	—	54,232,619
—	26,253	—	37,076
2,670,890	7,278,848	1,001,922	13,635,778
<u>—</u>	<u>—</u>	<u>—</u>	<u>(11,749,823)</u>
<u>2,670,890</u>	<u>61,537,720</u>	<u>1,001,922</u>	<u>56,155,650</u>
(81,765)	7,773,587	442,694	8,840,665
<u>993,266</u>	<u>23,302,972</u>	<u>1,509,258</u>	<u>44,989,159</u>
\$ <u>911,501</u>	\$ <u>31,076,559</u>	\$ <u>1,951,952</u>	\$ <u>53,829,824</u>
\$ —	\$ —	\$ —	\$ 1,298,329
911,501	—	—	911,501
—	—	—	3,754,222
—	31,076,559	—	31,076,559
—	—	1,951,952	4,419,701
<u>—</u>	<u>—</u>	<u>—</u>	<u>12,369,512</u>
\$ <u>911,501</u>	\$ <u>31,076,559</u>	\$ <u>1,951,952</u>	\$ <u>53,829,824</u>

See Notes to Financial Statements.

City of Grimes
STATEMENT OF CASH RECEIPTS, DISBURSEMENTS AND
CHANGES IN CASH BALANCES
PROPRIETARY FUNDS
As of and for the year ended June 30, 2023

	Enterprise Funds				
	<u>Water</u>	<u>Sewer</u>	<u>Storm Water</u>	<u>Nonmajor</u>	<u>Total</u>
OPERATING RECEIPTS					
Charges for service	\$ <u>5,955,204</u>	\$ <u>3,619,894</u>	\$ <u>799,038</u>	\$ <u>764,841</u>	\$ <u>11,138,977</u>
OPERATING DISBURSEMENTS					
Business type activities	<u>2,636,471</u>	<u>3,084,247</u>	<u>331,730</u>	<u>847,248</u>	<u>6,899,696</u>
Total operating disbursements	<u>2,636,471</u>	<u>3,084,247</u>	<u>331,730</u>	<u>847,248</u>	<u>6,899,696</u>
Excess (deficiency) of operating receipts over (under) operating disbursements	<u>3,318,733</u>	<u>535,647</u>	<u>467,308</u>	<u>(82,407)</u>	<u>4,239,281</u>
NONOPERATING RECEIPTS (DISBURSEMENTS)					
Interest on investments	18,182	30,914	94	—	49,190
Debt service	<u>(2,072,206)</u>	<u>(523,158)</u>	<u>—</u>	<u>—</u>	<u>(2,595,364)</u>
Net nonoperating receipts (disbursements)	<u>(2,054,024)</u>	<u>(492,244)</u>	<u>94</u>	<u>—</u>	<u>(2,546,174)</u>
Excess (deficiency) of receipts over (under) disbursements	1,264,709	43,403	467,402	(82,407)	1,693,107
OTHER FINANCING SOURCES (USES)					
Transfers in	—	—	—	168,605	168,605
Transfers out	<u>(126,594)</u>	<u>(1,477,455)</u>	<u>(450,509)</u>	<u>—</u>	<u>(2,054,558)</u>
Total other financial sources (uses)	<u>(126,594)</u>	<u>(1,477,455)</u>	<u>(450,509)</u>	<u>168,605</u>	<u>(1,885,953)</u>
Net change in cash balances	1,138,115	(1,434,052)	16,893	86,198	(192,846)
CASH BALANCES, beginning of year	<u>9,251,142</u>	<u>7,361,672</u>	<u>2,652,531</u>	<u>906,585</u>	<u>20,171,930</u>
CASH BALANCES, end of year	<u>\$10,389,257</u>	<u>\$5,927,620</u>	<u>\$2,669,424</u>	<u>\$ 992,783</u>	<u>\$19,979,084</u>
CASH BASIS FUND BALANCES					
Restricted for					
Debt service	\$ 809,299	\$ 828,104	\$ —	\$ —	\$ 1,637,403
Customer meter deposits	228,243	—	—	—	228,243
Unassigned	<u>9,351,715</u>	<u>5,099,516</u>	<u>2,669,424</u>	<u>992,783</u>	<u>18,113,438</u>
Total cash basis fund balances	<u>\$10,389,257</u>	<u>\$5,927,620</u>	<u>\$2,669,424</u>	<u>\$ 992,783</u>	<u>\$19,979,084</u>

City of Grimes
NOTES TO FINANCIAL STATEMENTS

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Grimes (the City) is a political subdivision of the State of Iowa located in Dallas and Polk Counties. It was first incorporated in 1894 and operates under the Home Rule provisions of the Constitution of Iowa. The City operates under the Mayor-Council form of government with the Mayor and Council Members elected on a non-partisan basis. The City provides numerous services to citizens including public safety, public works, health and social services, culture and recreation, community and economic development and general government services. The City also provides water, sewer, storm water, and solid waste utilities for its citizens.

Reporting Entity

For financial reporting purposes, the City of Grimes has included all funds, organizations, agencies, boards, commissions and authorities. The City has also considered all potential component units for which it is financially accountable and other organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the City's financial statements to be misleading or incomplete. The Governmental Accounting Standards Board has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body and (1) the ability of the City to impose its will on that organization or (2) the potential for the organization to provide specific benefits to or impose specific financial burdens on the City.

The financial statements present the City of Grimes (the primary government) and its component unit. The component unit discussed below is included in the City's reporting entity because of the significance of its operational or financial relationship with the City.

Component Unit

Friends of the Grimes Public Library (the Association) is a legally separate, not-for-profit corporation. The Association was established for the purpose of supporting the Grimes Public Library, which is owned and operated by the City of Grimes. The Association is organized and operates exclusively for charitable, scientific, and educational purposes. The Association is governed by a board of directors whose members are elected by the existing Association board members. Although the City does not control the timing or amount of receipts from the Association, the majority of the resources held by the Association are used for the benefit of the City and its residents.

Jointly Governed Organizations

The City participates in several jointly governed organizations that provide goods or services to the citizenry of the City but do not meet the criteria of a joint venture since there is no ongoing financial interest or responsibility by the participating governments. City officials are members of the following boards and commissions:

- Polk County Assessor's Conference Board
- Polk County Joint E911 Service Board
- Polk County Emergency Management Commission
- Des Moines Area Metropolitan Planning Organization
- Bravo Greater Des Moines
- Metro Waste Authority

City of Grimes
NOTES TO FINANCIAL STATEMENTS

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Basis of Presentation

Government-wide Financial Statement

The Statement of Activities and Net Position—Cash Basis reports information on all of the nonfiduciary activities of the City. For the most part, the effect of interfund activity has been removed from this statement. Governmental activities, which are supported by tax and intergovernmental revenues, are reported separately from business type activities, which rely to a significant extent on fees and charges for service.

The Statement of Activities and Net Position—Cash Basis presents the City's nonfiduciary net position. Net position is reported in the following categories:

Expendable restricted net position results when constraints placed on the use of cash balances are either externally imposed or imposed by law through constitutional provisions or enabling legislation.

Unrestricted net position consists of cash balances not meeting the definition of the preceding category. Unrestricted net position is often subject to constraints imposed by management, which can be removed or modified.

The Statement of Activities and Net Position—Cash Basis demonstrates the degree to which the direct disbursements of a given function are offset by program receipts. Direct disbursements are those clearly identifiable with a specific function. Program receipts include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function and 2) grants, contributions and interest on investments restricted to meeting the operational or capital requirements of a particular function. Property tax and other items not properly included among program receipts are reported instead as general receipts.

Fund Financial Statements

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. All remaining governmental funds are aggregated and reported as nonmajor governmental funds.

The City reports the following major governmental funds:

General Fund

The General Fund is the general operating fund of the City. All general tax receipts from general and emergency levies and other receipts not allocated by law or contractual agreement to some other fund are accounted for in this fund. From the fund are paid the general operating disbursements, the fixed charges and the capital improvement costs not paid from other funds.

Special Revenue Funds

The Road Use Tax Fund is used to account for the road use tax allocation from the State of Iowa to be used for road construction and maintenance.

The Tax Increment Financing Fund is used to account for tax increment financing collections and the repayment of tax increment financing indebtedness.

The Local Option Sales Tax Fund is used to account for local option sales tax collections to be used for authorized purposes.

City of Grimes
NOTES TO FINANCIAL STATEMENTS

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Basis of Presentation (continued)

Fund Financial Statements (continued)

Debt Service Fund

The Debt Service Fund is utilized to account for property tax and other receipts to be used for the payment of interest and principal on the City's general long-term debt.

Capital Projects Fund

The Capital Projects Fund is utilized to account for all resources used in the acquisition and construction of capital facilities with the exception of those financed through Enterprise Funds.

The City reports the following major proprietary funds:

Water Fund

The Enterprise, Water Fund accounts for the operation and maintenance of the City's water system.

Sewer Fund

The Enterprise, Sewer Fund accounts for the operation and maintenance of the City's wastewater treatment and sanitary sewer system.

Storm Water Fund

The Enterprise, Storm Water Fund accounts for the operation and maintenance of the City's storm water system.

Measurement Focus and Basis of Accounting

The City of Grimes maintains its financial records on the basis of cash receipts and disbursements and the financial statements of the City are prepared on that basis. The cash basis of accounting does not give effect to accounts receivable, accounts payable and accrued items. Accordingly, the financial statements do not present financial position and results of operations of the funds in accordance with accounting principles generally accepted in the United States of America.

Under the terms of grant agreements, the City funds certain programs by a combination of specific cost-reimbursement grants, categorical block grants and general receipts. Thus, when program disbursements are paid, there are both restricted and unrestricted cash basis net position available to finance the program. It is the City's policy to first apply cost-reimbursement grant resources to such programs, followed by categorical block grants and then by general receipts.

When a disbursement in governmental funds can be paid using either restricted or unrestricted resources, the City's policy is generally to first apply the disbursement toward restricted fund balance and then to less-restrictive classifications-committed, assigned and then unassigned fund balances.

Proprietary funds distinguish operating receipts and disbursements from nonoperating items. Operating receipts and disbursements generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. All receipts and disbursements not meeting this definition are reported as nonoperating receipts and disbursements.

City of Grimes
NOTES TO FINANCIAL STATEMENTS

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Property Taxes

Property tax receipts recognized in these funds become due and collectible in September and March of the current fiscal year with a 1.5 percent per month penalty for delinquent payments; is based on January 1, 2021 assessed property valuations; is for the tax accrual period July 1, 2022 through June 30, 2023 and reflects tax asking contained in the budget certified to the City Council in March 2022.

Governmental Cash Basis Fund Balances

In the governmental fund financial statements, cash basis fund balances are classified as follows:

Restricted

Amounts restricted to specific purposes when constraints placed on the use of the resources are either externally imposed by creditors, grantors or state or federal laws or are imposed by law through constitutional provisions or enabling legislation.

Unassigned

All amounts not included in the preceding classification.

Budgets and Budgetary Accounting

The budgetary comparison and related disclosures are reported as Other Information. During the year ended June 30, 2023 disbursements did not exceed the amounts budgeted in any function.

NOTE 2 CASH AND POOLED INVESTMENTS

The City's deposits in banks at June 30, 2023, were entirely covered by federal depository insurance or by the State Sinking Fund in accordance with Chapter 12C of the Code of Iowa. This chapter provides for additional assessments against the depositories to ensure there will be no loss of public funds.

The City is authorized by statute to invest public funds in obligations of the United States government, its agencies and instrumentalities; certificates of deposit or other evidences of deposit at federally insured depository institutions approved by the City Council; prime eligible bankers acceptances; certain high rated commercial paper; perfected repurchase agreements; certain registered open-end management investment companies; certain joint investment trusts; and warrants or improvement certificates of a drainage district.

The City had investments in the Iowa Public Agency Investment Trust which are valued at an amortized cost of \$61,904. There were no limitations or restrictions on withdrawals for the IPAIT investments. The City's investment in the Iowa Public Agency Investment Trust is unrated.

Interest rate risk

The City's investment policy limits the investment of operating funds (funds expected to be expended in the current budget year or within 15 months of receipt) to instruments that mature within 397 days. Funds not identified as operating funds may be invested in investments with maturities longer than 397 days, but the maturities shall be consistent with the needs and use of the City.

City of Grimes
NOTES TO FINANCIAL STATEMENTS

NOTE 3 BONDS AND NOTES PAYABLE

A summary of changes in bonds and notes payable for the year ended June 30, 2023 is as follows:

	<u>Balance June 30, 2022</u>	<u>Increases</u>	<u>Decreases</u>	<u>Balance June 30, 2023</u>	<u>Due within one year</u>
Governmental activities					
General obligation bonds	\$51,660,000	\$22,735,000	\$4,380,000	\$70,015,000	\$4,500,000
Business type activities					
Water revenue bonds	\$30,175,292	\$ 634,477	\$1,468,000	\$29,341,769	\$1,457,000
Sewer revenue bonds	3,675,582	28,623,225	183,000	32,115,807	363,000
Business type activities total	\$33,850,874	\$29,257,702	\$1,651,000	\$61,457,576	\$1,820,000

A summary of the bond/note principal and interest maturities by type of bond/note is as follows:

<u>Year ending June 30</u>	<u>General Obligation Bonds</u>		<u>Water Revenue Bonds</u>		<u>Sewer Revenue Bonds</u>		<u>Total</u>	
	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>
2024	\$ 4,500,000	\$ 2,539,740	\$ 1,457,000	\$ 527,345	\$ 363,000	\$ 641,304	\$ 6,320,000	\$ 3,708,389
2025	3,935,000	2,334,067	1,485,000	501,848	416,000	675,413	5,836,000	3,511,328
2026	4,545,000	2,198,568	1,515,000	475,860	669,000	668,132	6,729,000	3,342,560
2027	4,930,000	2,029,517	1,543,000	449,347	922,000	656,425	7,395,000	3,135,289
2028	5,060,000	1,847,772	1,575,000	422,345	1,176,000	640,290	7,811,000	2,910,407
2029-2033	26,430,000	6,507,259	8,341,000	1,687,613	10,171,000	2,788,258	44,942,000	10,983,130
2034-2038	15,685,000	2,529,075	8,451,000	952,280	12,314,000	1,775,217	36,450,000	5,256,572
2039-2043	4,930,000	467,100	5,767,000	237,772	12,927,000	687,628	23,624,000	1,392,500
	70,015,000	20,453,098	30,134,000	5,254,410	38,958,000	8,532,667	139,107,000	34,240,175
Less funds not advanced as of June 30, 2023	—	—	(792,231)	—	(6,842,193)	—	(7,634,424)	—
	\$70,015,000	\$20,453,098	\$29,341,769	\$5,254,410	\$32,115,807	\$8,532,667	\$131,472,576	\$34,240,175

General Obligation Bonds

Twelve issues of unmatured general obligation bonds, totaling \$70,015,000, are outstanding at June 30, 2023. General obligation bonds bear interest at rates ranging from 1.0% to 5.0% and mature in varying annual amounts, ranging from \$150,000 to \$1,175,000, with the final maturities due in the year ending June 30, 2042.

Details of general obligation bonds payable at June 30, 2023 are as follows:

<u>Governmental activities</u>	<u>Date of issue</u>	<u>Interest rates</u>	<u>Final due date</u>	<u>Annual payments</u>	<u>Amount of original issue</u>	<u>Outstanding June 30, 2023</u>
General Obligation Bonds						
Series 2015	June 25, 2015	2.75-3.50	June 1, 2035	\$400,000 - 555,000	\$8,500,000	\$ 5,660,000
Series 2016	May 25, 2016	2.00-2.50	June 1, 2031	235,000 - 265,000	5,545,000	2,010,000
Series 2017	May 3, 2017	2.00	June 1, 2024	850,000	5,410,000	850,000
Series 2018A	June 27, 2018	3.00-4.00	June 1, 2033	300,000 - 1,105,000	9,855,000	8,555,000
Series 2019A	June 26, 2019	2.10-2.65	June 1, 2033	200,000 - 735,000	4,645,000	3,035,000
Series 2020A	June 25, 2020	2.00	June 1, 2035	465,000 - 590,000	8,385,000	6,270,000
Series 2020B	September 23, 2020	1.00-3.00	June 1, 2032	300,000 - 360,000	3,890,000	3,000,000
Series 2021A	June 23, 2022	2.00-5.00	June 1, 2036	475,000 - 715,000	8,585,000	7,960,000
Series 2021B	June 23, 2022	2.00-5.00	June 1, 2040	150,000 - 250,000	3,755,000	3,490,000
Series 2022A	June 14, 2022	4.00-5.00	June 1, 2037	390,000 - 550,000	6,975,000	6,450,000
Series 2023A	May 11, 2023	4.00-5.00	June 1, 2038	370,000 - 765,000	8,380,000	8,380,000
Series 2023B	May 11, 2023	4.00-5.00	June 1, 2042	560,000 - 1,175,000	14,355,000	14,355,000

City of Grimes
NOTES TO FINANCIAL STATEMENTS

NOTE 3 BONDS AND NOTES PAYABLE (continued)

Water and Sewer Revenue Bonds

Eight issues of unmatured revenue bonds, totaling \$61,457,576, are outstanding at June 30, 2023. These bonds bear interest at a rate of 1.75% and mature in varying annual amounts, ranging from \$26,000 to \$2,689,000, with the final maturities due in the year ending June 30, 2043.

On June 1, 2013, the Iowa Finance Authority reduced the interest rates on the water and sewer revenue bonds to 1.75% per annum. The agreements also require a .25% annual servicing fee. The resolutions providing for the issuance of the water and sewer revenue bonds issued under loan agreements between the City, the Iowa Finance Authority, the Iowa Department of Natural Resources and Wells Fargo Bank Iowa, N.A. include the following provisions:

- 1) The bonds will only be redeemed from the future earnings of the enterprise activities and the bond holders hold a lien on the future earnings of the funds.
- 2) Sufficient monthly transfers shall be made to separate water and sewer revenue bond sinking accounts for the purpose of making the bond principal and interest payments when due.
- 3) User rates shall be established at a level which produce and maintain net receipts at a level not less than 110% of the amount of principal and interest on the bonds falling due in the same year.

The City has pledged future water customer receipts, net of specified operating disbursements, to repay \$34,558,000 of water revenue bonds issued in July 2013, September 2016, March 2019, April 2019, June 2019, and January 2020. Proceeds from the bonds provided financing for the construction of water main extensions and a well. The bonds are payable solely from water customer net receipts and are payable through 2042. The total principal and interest remaining to be paid on the bonds is \$34,596,179. For the current year, principal and interest paid and total customer net receipts were \$2,072,206 and \$3,318,733, respectively.

The City has pledged future sewer customer receipts, net of specified operating disbursements, to repay \$40,008,000 of sewer revenue bonds issued in November 2016 and May 2022. Proceeds from the bonds provided financing for the construction of improvements to the sewer treatment plant. The bonds are payable solely from sewer customer receipts and are payable through 2043. The total principal and interest remaining to be paid on the bonds is \$40,648,474. For the current year, principal and interest paid and total customer net receipts were \$523,158 and \$535,647, respectively.

NOTE 4 PENSION PLAN

Plan Description

IPERS membership is mandatory for employees of the City, except for those covered by another retirement system. Employees of the City are provided with pensions through a cost-sharing multiple employer defined benefit pension plan administered by the Iowa Public Employees' Retirement System (IPERS). IPERS issues a stand-alone financial report which is available to the public by mail at P.O. Box 9117, Des Moines, Iowa 50306-9117 or at www.ipers.org.

IPERS benefits are established under Iowa Code Chapter 97B and the administrative rules thereunder. Chapter 97B and the administrative rules are the official plan documents. The following brief description is provided for general informational purposes only. Refer to the plan documents for more information.

**City of Grimes
NOTES TO FINANCIAL STATEMENTS**

NOTE 4 PENSION PLAN (continued)

Pension Benefits

A regular member may retire at normal retirement age and receive monthly benefits without an early-retirement reduction. Normal retirement age is age 65, any time after reaching age 62 with 20 or more years of covered employment or when the member's years of service plus the member's age at the last birthday equals or exceeds 88, whichever comes first. These qualifications must be met on the member's first month of entitlement to benefits. Members cannot begin receiving retirement benefits before age 55. The formula used to calculate a regular member's monthly IPERS benefit includes:

- A multiplier based on years of service.
- The member's highest five-year average salary, except members with service before June 30, 2012 will use the highest three-year average salary as of that date if it is greater than the highest five-year average salary.

Protection occupation members may retire at normal retirement age, which is generally age 55 and may retire any time after reaching age 50 with 22 or more years of covered employment.

The formula used to calculate a protection occupation member's monthly IPERS benefit includes:

- 60% of average salary after completion of 22 years of service, plus an additional 1.5% of average salary for more than 22 years of service but not more than 30 years of service.
- The member's highest three-year average salary.

If a member retires before normal retirement age, the member's monthly retirement benefit will be permanently reduced by an early-retirement reduction. The early-retirement reduction is calculated differently for service earned before and after July 1, 2012. For service earned before July 1, 2012, the reduction is 0.25% for each month the member receives benefits before the member's earliest normal retirement age. For service earned on or after July 1, 2012, the reduction is 0.50% for each month that the member receives benefits before age 65.

Generally, once a member selects a benefit option, a monthly benefit is calculated and remains the same for the rest of the member's lifetime. However, to combat the effects of inflation, retirees who began receiving benefits prior to July 1990 receive a guaranteed dividend with their regular November benefit payments.

Disability and Death Benefits

A vested member who is awarded federal Social Security disability or Railroad Retirement disability benefits is eligible to claim IPERS benefits regardless of age. Disability benefits are not reduced for early retirement. If a member dies before retirement, the member's beneficiary will receive a lifetime annuity or a lump-sum payment equal to the present actuarial value of the member's accrued benefit or calculated with a set formula, whichever is greater. When a member dies after retirement, death benefits depend on the benefit option the member selected at retirement.

Contributions

Contribution rates are established by IPERS following the annual actuarial valuation which applies IPERS' Contribution Rate Funding Policy and Actuarial Amortization Method. State statute limits the amount rates can increase or decrease each year to 1 percentage point. IPERS Contribution Rate Funding Policy requires the actuarial contribution rate be determined using the "entry age normal" actuarial cost method and the actuarial assumptions and methods approved by the IPERS Investment Board. The actuarial contribution rate covers normal cost plus the unfunded actuarial liability payment based on a 30-year amortization period. The payment to amortize the unfunded actuarial liability is determined as a level percentage of payroll, based on the Actuarial Amortization Method adopted by the Investment Board.

City of Grimes
NOTES TO FINANCIAL STATEMENTS

NOTE 4 PENSION PLAN (continued)

Contributions (continued)

In fiscal year 2023, pursuant to the required rate, regular members contributed 6.29% of covered payroll and the City contributed 9.44% of covered payroll, for a total rate of 15.73%. Protection occupation members contributed 6.21% of covered payroll and the City contributed 9.31% of covered payroll, for a total rate of 15.52%.

The City's total contributions to IPERS for the year ended June 30, 2023 were \$558,456.

Net Pension Liability, Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2023, the City reported a liability of \$1,325,582 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to IPERS relative to the contributions of all IPERS participating employers. The following table summarizes the change in the City's proportionate share:

	<u>June 30</u>		
	<u>2022</u>	<u>2021</u>	<u>Change</u>
City's proportionate share	.035086%	(.275605)%	(.240520)%

For the year ended June 30, 2023 the City's pension expense, deferred outflows of resources and deferred inflows of resources totaled \$99,379, \$1,329,458 and \$366,783, respectively.

There were no non-employer contributing entities to IPERS.

Actuarial Assumptions

The total pension liability in the June 30, 2022 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement.

Rate of inflation (effective June 30, 2017)	2.60% per annum
Rates of salary increase (effective June 30, 2017)	3.25 to 16.25% average, including inflation. Rates vary by membership group.
Long-term investment rate of return (effective June 30, 2017)	7.00% compounded annually, net of investment expense, including inflation
Wage growth (effective June 30, 2017)	3.25% per annum, based on 2.60% inflation and 0.65% real wage inflation

The actuarial assumptions used in the June 30, 2022 valuation were based on the results of a quadrennial experience study covering the period July 1, 2017 through June 30, 2021.

Mortality rates used in the 2022 valuation were based on the PubG-2010 mortality tables with future mortality improvements modeled using Scale MP-2021.

City of Grimes
NOTES TO FINANCIAL STATEMENTS

NOTE 4 PENSION PLAN (continued)

Actuarial Assumptions (continued)

The long-term expected rate of return on IPERS' investments was determined using a building-block method in which best-estimate ranges of expected future real rates (expected returns, net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Asset Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Domestic equity	22.0%	3.57%
International equity	17.5	4.79
Global smart beta equity	6.0	4.16
Core plus fixed income	20.0	1.66
Public credit	4.0	3.77
Cash	1.0	.77
Private equity	13.0	7.57
Private real assets	8.5	3.55
Private credit	<u>8.0</u>	3.63
Total	<u>100.0%</u>	

Discount Rate

The discount rate used to measure the total pension liability was 7.0%. The projection of cash flows used to determine the discount rate assumed employee contributions will be made at the contractually required rate and contributions from the City will be made at contractually required rates, actuarially determined. Based on those assumptions, IPERS' fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on IPERS' investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.0%, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1% lower (6.0%) or 1% higher (8.0%) than the current rate.

	<u>1% Decrease (6.0%)</u>	<u>Discount Rate (7.0%)</u>	<u>1% Increase (8.0%)</u>
City's proportionate share of the net pension liability (asset)	\$ <u>3,332,367</u>	\$ <u>1,325,582</u>	\$ <u>(440,409)</u>

IPERS' Fiduciary Net Position

Detailed information about the IPERS' fiduciary net position is available in the separately issued IPERS' financial report which is available on IPERS website at www.ipers.org.

City of Grimes
NOTES TO FINANCIAL STATEMENTS

NOTE 5 OTHER POST-EMPLOYMENT BENEFITS

Plan Description

The City operates a single-employer health benefit plan which provides medical/prescription drug benefits for employees, retirees, and their spouses. Group insurance benefits are established under Iowa Code Chapter 509A.13. The City currently finances the benefit plan on a pay-as-you-go basis. The most recent active member monthly premiums for the City and the plan members range from \$419 for single coverage to \$1,256 for family coverage depending upon age. For the year ended June 30, 2023 the City contributed \$812,221 and plan members eligible for benefits contributed \$89,813 to the plan. At June 30, 2023, no assets have been accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

OPEB Benefits

Individuals who are employed by the City of Grimes and are eligible to participate in the group health plan are eligible to continue healthcare benefits upon retirement. Retirees under age 65 pay the same premium for the medical/prescription drug benefits as active employees, which results in an implicit rate subsidy.

Retired participants must be age 55 or older at retirement, with the exception of special service participants who must be age 50 with 22 years of service. At June 30, 2023, 55 active employees and -0- inactive employees were covered by the benefit terms.

The City has entered into an agreement with the City Administrator which formally identifies the financial obligation of the City to him in the event of an involuntary employment termination. The severance agreement provides for a termination payment equal to six months of wages plus six months of employee insurance benefits. The compensation rate is based upon the compensation paid to the applicable employee at the time of termination.

NOTE 6 COMPENSATED ABSENCES

City employees accumulate a limited amount of earned but unused vacation, compensatory time and sick leave hours for subsequent use or for payment upon termination, retirement, or death. These accumulations are not recognized as disbursements by the City until used or paid. The City's approximate liability for earned vacation, compensatory time and sick leave payable to employees at June 30, 2023, primarily relating to the General Fund, is as follows:

<u>Type of benefit</u>	<u>Amount</u>
Vacation	\$ 333,100
Sick leave	109,300
Personal time	<u>66,300</u>
Total	<u>\$ 508,700</u>

This liability has been computed based on rates of pay in effect at June 30, 2023.

City of Grimes
NOTES TO FINANCIAL STATEMENTS

NOTE 7 INTERFUND TRANSFERS

The detail of interfund transfers for the year ended June 30, 2023 is as follows:

<u>Transfer to</u>	<u>Transfer from</u>	<u>Amount</u>
General Fund	Local Option Sales Tax	\$ 1,354,853
	Tax Increment Financing	452,221
	General	<u>877,044</u>
		<u>2,684,118</u>
Debt Service	Tax Increment Financing	2,417,140
	Local Option Sales Tax	<u>253,750</u>
		<u>2,670,890</u>
Capital Projects	Local Option Sales Tax	1,800,000
	Water	126,594
	Sewer	1,477,455
	Storm Water	450,509
	Road Use Tax	779,354
	General	<u>2,644,934</u>
		<u>7,278,846</u>
Nonmajor Governmental Employee Benefits	General	<u>1,001,922</u>
Nonmajor Enterprise Solid Waste	General	<u>168,605</u>
Total		<u>\$13,804,381</u>

Transfers generally move resources from the fund statutorily required to collect the resources to the fund statutorily required to disburse the resources.

NOTE 8 RISK MANAGEMENT

The City is a member in the Iowa Communities Assurance Pool, as allowed by Chapter 670.7 of the Code of Iowa. The Iowa Communities Assurance Pool (Pool) is a local government risk-sharing pool whose 800 members include various governmental entities throughout the State of Iowa. The Pool was formed in August 1986 for the purpose of managing and funding third-party liability claims against its members. The Pool provides coverage and protection in the following categories: general liability, automobile liability, automobile physical damage, employment practices liability, public officials' liability, cyber liability, law enforcement liability, and property. There have been no reductions in insurance coverage from prior years.

Each member's annual casualty contributions to the Pool fund current operations and provide capital. Annual casualty operating contributions are those amounts necessary to fund, on a cash basis, the Pool's general and administrative expenses, claims, claims expenses and reinsurance expenses estimated for the fiscal year plus all or any portion of any deficiency in capital. Capital contributions are made during the first six years of membership and are maintained at a level determined by the Board not to exceed 300% of basis rate.

City of Grimes
NOTES TO FINANCIAL STATEMENTS

NOTE 8 RISK MANAGEMENT (continued)

The Pool also provides property coverage. Members who elect such coverage make annual property operating contributions which are necessary to fund, on a cash basis, the Pool's general and administrative expenses, reinsurance premiums, losses and loss expenses for property risks estimated for the fiscal year, plus all or any portion of any deficiency in capital. Any year end operating surplus is transferred to capital. Deficiencies in operations are offset by transfers from capital and, if insufficient, by the subsequent year's member contributions.

The City's property and casualty contributions to the risk pool are recorded as disbursements from its operating funds at the time of payment to the Pool. The City's contributions to the Pool for the year ended June 30, 2023 were \$352,678.

The Pool uses reinsurance and excess risk-sharing agreements to reduce its exposure to large losses. The Pool retains general, automobile, employment practices, law enforcement, cyber, and public officials' liability risks up to \$500,000 per claim. Claims exceeding \$500,000 are reinsured through reinsurance and excess risk-sharing agreements up to the amount of risk-sharing protection provided by the City's risk-sharing certificate. Property and automobile physical damage risks are retained by the Pool up to \$250,000 each occurrence, each location. Property risks exceeding \$250,000 are reinsured through reinsurance and excess risk-sharing agreements up to the amount of risk-sharing protection provided by the City's risk-sharing certificate.

The Pool's intergovernmental contract with its members provides that in the event a casualty claim, property loss or series of claims or losses exceeds the amount of risk-sharing protection provided by the City's risk-sharing certificate, or in the event a casualty claim, property loss or series of claims or losses exhausts the Pool's funds and any excess risk-sharing recoveries, then payment of such claims or losses shall be the obligation of the respective individual member against whom the claim was made or the loss was incurred. As of June 30, 2023, settled claims have not exceeded the risk pool or reinsurance coverage since the Pool's inception.

Members agree to continue membership in the Pool for a period of not less than one full year. After such period, a member who has given 60 days prior written notice may withdraw from the Pool. Upon withdrawal, payments for all casualty claims and claims expenses become the sole responsibility of the withdrawing member, regardless of whether a claim was incurred or reported prior to the member's withdrawal. Upon withdrawal, a formula set forth in the Pool's intergovernmental contract with its members is applied to determine the amount (if any) to be refunded to the withdrawing member.

The City also carries commercial insurance purchased from other insurers for coverage associated with worker's compensation insurance. The City assumes liability for any deductibles, and claims in excess of coverage limitations. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

NOTE 9 DEVELOPMENT AND REBATE AGREEMENTS

The City has entered into development and rebate agreements to assist in certain urban renewal projects. The City agreed to rebate incremental property tax paid by the developers in exchange for the costs of certain infrastructure improvement projects constructed by the City as set forth in the urban renewal plan and the individual development and rebate agreements. The incremental property tax to be received by the City under Chapter 403.19 of the Code of Iowa from the developers will be rebated for periods ranging from five to ten years, beginning with the tax year in which the property tax on the completed value of the improvements is first paid. During the year ended June 30, 2023, the City rebated \$3,054,457 of incremental property tax to developers.

No bonds or notes were issued for these projects. To the extent there are insufficient tax increment receipts available on any payment date to make the required scheduled payment, the unpaid amount shall be carried over to the next payment date without accruing any interest.

City of Grimes
NOTES TO FINANCIAL STATEMENTS

NOTE 10 TAX ABATEMENTS

Governmental Accounting Standards Board Statement No. 77 defines tax abatements as a reduction in tax revenues that results from an agreement between one or more governments and an individual or entity in which (a) one or more governments promise to forgo tax receipts to which they are otherwise entitled and (b) the individual or entity promises to take a specific action after the agreement has been entered into that contributes to economic development or otherwise benefits the governments or the citizens of those governments.

The City provides tax abatements for urban renewal and economic development projects with tax increment financing as provided for in Chapters 15A and 403 of the Code of Iowa. For these types of projects, the City enters into agreements with developers which require the City, after developers meet the terms of the agreements, to rebate a portion of the property tax paid by the developers, to pay the developers an economic development grant, or to pay the developers a predetermined dollar amount. No other commitments were made by the City as part of these agreements.

For the year ended June 30, 2023, \$877,756 of property tax was diverted from the City under the urban renewal and economic development projects.

NOTE 11 INDUSTRIAL DEVELOPMENT REVENUE BONDS

The City entered into a loan agreement dated July 1, 2004, with the Des Moines Christian School Association to obtain funds to loan to the Association. Pursuant to the loan agreement, the City issued an Education Facility Revenue Note, Series 2004, dated October 1, 2004, for \$7,200,000 under Chapter 419 of the Code of Iowa and secured the note by assignment of the loan agreement to First Federal Bank, West Des Moines, Iowa. The proceeds of the note are to be paid directly to or at the direction of the Des Moines Christian School Association for paying project costs or retiring existing debt. \$1,219,458 in principal remains outstanding at June 30, 2023.

The notes and the related interest are payable solely from payments derived pursuant to the loan agreements and from the properties which secure payment of the notes. The note principal and interest do not constitute liabilities of the City.

NOTE 12 CONSTRUCTION COMMITMENTS

The City has entered into construction contracts totaling approximately \$56,100,000. The unpaid contract balance as of June 30, 2023 totaled approximately \$17,600,000 which will be paid as work on these projects progresses.

OTHER INFORMATION

City of Grimes
BUDGETARY COMPARISON SCHEDULE
OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN BALANCES -
BUDGET AND ACTUAL (CASH BASIS) - ALL GOVERNMENTAL FUNDS
AND PROPRIETARY FUNDS
Other Information
Year ended June 30, 2023

	Governmental funds actual	Proprietary funds actual	Total	Budgeted Amounts		Final to actual variance- positive (negative)
				Original	Final	
RECEIPTS						
Property tax	\$12,108,584	\$ —	\$12,108,584	\$12,293,453	\$ 12,293,453	\$ (184,869)
Tax increment financing collections	6,591,900	—	6,591,900	6,772,510	6,772,510	(180,610)
Other city tax	3,314,514	—	3,314,514	2,978,703	2,978,703	335,811
Licenses and permits	586,680	—	586,680	616,500	616,500	(29,820)
Use of money and property	1,633,472	49,190	1,682,662	142,092	453,136	1,229,526
Intergovernmental	4,487,015	—	4,487,015	3,522,368	3,536,215	950,800
Charges for service	768,037	11,138,977	11,907,014	11,848,112	11,932,512	(25,498)
Special assessments	—	—	—	5,000	5,000	(5,000)
Miscellaneous	<u>10,100,025</u>	<u>—</u>	<u>10,100,025</u>	<u>281,284</u>	<u>12,369,738</u>	<u>(2,269,713)</u>
Total receipts	<u>39,590,227</u>	<u>11,188,167</u>	<u>50,778,394</u>	<u>38,460,022</u>	<u>50,957,767</u>	<u>(179,373)</u>
DISBURSEMENTS						
Public safety	5,585,089	—	5,585,089	5,813,343	5,887,388	302,299
Public works	2,701,955	—	2,701,955	3,548,856	3,584,810	882,855
Health and social services	—	—	—	8,000	8,000	8,000
Culture and recreation	2,397,773	—	2,397,773	2,918,133	2,941,433	543,660
Community and economic development	3,348,574	—	3,348,574	4,170,808	4,338,484	989,910
General government	1,979,649	—	1,979,649	2,042,325	2,142,205	162,556
Debt service	5,924,191	—	5,924,191	5,762,007	5,925,424	1,233
Capital projects	64,967,981	—	64,967,981	57,603,800	70,982,200	6,104,219
Business type activities	<u>—</u>	<u>9,495,060</u>	<u>9,495,060</u>	<u>10,897,950</u>	<u>11,107,829</u>	<u>1,612,789</u>
Total disbursements	<u>86,905,212</u>	<u>9,495,060</u>	<u>96,400,272</u>	<u>92,765,220</u>	<u>106,917,773</u>	<u>10,517,601</u>
Excess (deficiency) of receipts over (under) disbursements	<u>(47,314,985)</u>	<u>1,693,107</u>	<u>(45,621,878)</u>	<u>(54,305,198)</u>	<u>(5,960,006)</u>	<u>10,338,128</u>
OTHER FINANCING SOURCES (USES), net	<u>56,155,650</u>	<u>(1,885,953)</u>	<u>54,269,697</u>	<u>43,375,500</u>	<u>43,375,500</u>	<u>10,894,197</u>
Excess (deficiency) of receipts and other financing sources over (under) disbursements and other financing uses	8,840,665	(192,846)	8,647,819	(10,929,698)	(12,584,506)	21,232,325
BALANCES, beginning of year	<u>44,989,159</u>	<u>20,171,930</u>	<u>65,161,089</u>	<u>56,593,273</u>	<u>56,593,273</u>	<u>8,567,816</u>
BALANCES, end of year	<u>\$53,829,824</u>	<u>\$19,979,084</u>	<u>\$73,808,908</u>	<u>\$45,663,575</u>	<u>\$ 44,008,767</u>	<u>\$29,800,141</u>

See accompanying independent auditor's report.

City of Grimes
NOTE TO OTHER INFORMATION - BUDGETARY REPORTING
June 30, 2023

The budgetary comparison is presented in accordance with Governmental Accounting Standards Board Statement No. 41 for governments with significant budgetary perspective differences resulting from not being able to present budgetary comparisons for the General Fund and each major Special Revenue Fund.

In accordance with the Code of Iowa, the City Council annually adopts a budget on the cash basis following required public notice and hearing for all funds except the blended component unit. The annual budget may be amended during the year utilizing similar statutorily prescribed procedures.

Formal and legal budgetary control is based upon nine major classes of disbursements known as functions, not by fund. These nine functions are: public safety, public works, health and social services, culture and recreation, community and economic development, general government, debt service, capital projects and business type activities. Function disbursements required to be budgeted include disbursements for the General Fund, Special Revenue Funds, Debt Service Fund, Capital Projects Fund, and the Enterprise Funds. Although the budget document presents function disbursements by fund, the legal level of control is at the aggregated function level, not by fund. During the year, one budget amendment increased budgeted disbursements by \$14,152,553. The budget amendment is reflected in the final budgeted amounts.

During the year ended June 30,2023, no disbursements exceeded the amounts budgeted.

City of Grimes
SCHEDULE OF THE CITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
Iowa Public Employees' Retirement System
For the Last Nine Years*
(In Thousands)
Other Information

	Year ended June 30			
	2023	2022	2021	2020
City's proportion of the net pension liability (asset)	.035086%	(0.275605)%	0.037522%	0.0250991%
City's proportionate share of the net pension liability (asset)	\$1,326	\$(951)	\$2,636	\$1,435
City's covered-employee payroll	\$5,916	\$5,188	\$4,045	\$3,075
City's proportionate share of the net pension liability as a percentage of its covered-employee payroll	22.41%	(18.33)%	65.17%	46.67%
IPERS' net position as a percentage of the total pension liability	91.40%	100.81%	82.90%	85.45%

	Year ended June 30				
	2019	2018	2017	2016	2015
City's proportion of the net pension liability (asset)	0.0239843%	0.022333%	0.021417%	0.018996%	0.016858%
City's proportionate share of the net pension liability (asset)	\$1,518	\$1,516	\$1,348	\$938	\$669
City's covered-employee payroll	\$2,805	\$2,457	\$2,068	\$2,896	\$1,674
City's proportionate share of the net pension liability as a percentage of its covered-employee payroll	54.12%	61.00%	65.18%	49.47%	39.96%
IPERS' net position as a percentage of the total pension liability	83.62%	82.21%	81.82%	85.19%	87.61%

Note: GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full ten-year trend is compiled, the City will present information for those years for which information is available.

* In accordance with GASB Statement No. 68, the amounts presented for each fiscal year were determined as of June 30 of the preceding fiscal year.

See accompanying independent auditor's report.

City of Grimes
SCHEDULE OF CITY CONTRIBUTIONS
Iowa Public Employees' Retirement System
For the Last Ten Years
(In Thousands)
Other Information

	Year ended June 30				
	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
Statutorily required contribution	\$ 558	\$ 491	\$ 401	\$ 387	\$ 298
Contributions in relation to the statutorily required contribution	<u>(558)</u>	<u>(491)</u>	<u>(401)</u>	<u>(387)</u>	<u>(298)</u>
Contribution deficiency (excess)	\$ <u>—</u>	\$ <u>—</u>	\$ <u>—</u>	\$ <u>—</u>	\$ <u>—</u>
City's covered-employee payroll	\$5,916	\$5,188	\$4,225	\$4,045	\$3,075
Contributions as a percentage of covered-employee payroll	9.44%	9.46%	9.49%	9.56%	9.69%

	Year ended June 30				
	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Statutorily required contribution	\$ 260	\$ 226	\$ 190	\$ 175	\$ 154
Contributions in relation to the statutorily required contribution	<u>(260)</u>	<u>(226)</u>	<u>(190)</u>	<u>(175)</u>	<u>(154)</u>
Contribution deficiency (excess)	\$ <u>—</u>	\$ <u>—</u>	\$ <u>—</u>	\$ <u>—</u>	\$ <u>—</u>
City's covered-employee payroll	\$2,805	\$2,457	\$2,068	\$1,896	\$1,674
Contributions as a percentage of covered-employee payroll	9.27%	9.20%	9.19%	9.23%	9.20%

See accompanying independent auditor's report.

City of Grimes
NOTES TO OTHER INFORMATION – PENSION LIABILITY
Year ended June 30, 2023

CHANGES OF BENEFIT TERMS

There are no significant changes in benefit terms.

CHANGES OF ASSUMPTIONS

The 2022 valuation incorporated the following refinements after a quadrennial experience study:

- Changed mortality assumptions to the PubG-2010 mortality tables with mortality improvements modeled using Scale MP-2021.
- Adjusted retirement rates for regular members.
- Lowered disability rates for regular members.
- Adjusted termination rates for all membership groups.

The 2018 valuation implemented the following refinements as a result of a demographic assumption study dated June 28, 2018:

- Changed mortality assumptions to the RP-2014 mortality tables with mortality improvements modeled using Scale MP-2017.
- Adjusted retirement rates.
- Lowered disability rates.
- Adjusted the probability of a vested regular member electing to receive a deferred benefit.
- Adjusted the merit component of the salary increase assumption.

The 2017 valuation implemented the following refinements as a result of an experience study dated March 24, 2017:

- Decreased the inflation assumption from 3.00% to 2.60%.
- Decreased the assumed rate of interest on member accounts from 3.75% to 3.50% per year.
- Decreased the discount rate from 7.50% to 7.00%.
- Decreased the wage growth assumption from 4.00% to 3.25%.
- Decreased the payroll growth assumption from 4.00% to 3.25%.

The 2014 valuation implemented the following refinements as a result of a quadrennial experience study:

- Decreased the inflation assumption from 3.25% to 3.00%.
- Decreased the assumed rate of interest on member accounts from 4.00% to 3.75% per year.
- Adjusted male mortality rates for retirees in the regular membership group.
- Moved from an open 30 year amortization period to a closed 30 year amortization period for the UAL (unfunded actuarial liability) beginning June 30, 2014. Each year thereafter, changes in the UAL from plan experience will be amortized on a separate closed 20 year period.

SUPPLEMENTARY INFORMATION

City of Grimes
SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND CHANGES IN CASH BALANCES
Nonmajor Governmental Funds
As of and for the year ended June 30, 2023

	Special Revenue					Total
	Employee Benefits	Economic Development Revolving Loan	FEMA Grant	Library	Economic Development	
RECEIPTS						
Property tax	\$ 1,031,703	\$ —	\$ —	\$ —	\$ —	\$ 1,031,703
Other city tax	17,591	—	—	—	79,512	97,104
Use of money and property	—	2,046	—	—	—	2,046
Intergovernmental	43,964	—	—	7,037	—	51,001
Miscellaneous	<u>89,813</u>	<u>10,790</u>	<u>—</u>	<u>500</u>	<u>—</u>	<u>101,103</u>
Total receipts	<u>1,183,071</u>	<u>12,836</u>	<u>—</u>	<u>7,537</u>	<u>79,512</u>	<u>1,282,957</u>
DISBURSEMENTS						
Operating						
Public safety	827,674	—	—	—	—	827,674
Public works	396,809	—	—	—	—	396,809
Culture and recreation	254,434	—	—	10,356	57	264,847
Community and economic development	—	—	—	—	49,685	49,685
General government	<u>303,170</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>303,170</u>
Total disbursements	<u>1,782,087</u>	<u>—</u>	<u>—</u>	<u>10,356</u>	<u>49,742</u>	<u>1,842,185</u>
Excess (deficiency) of receipts over (under) disbursements	<u>(599,016)</u>	<u>12,836</u>	<u>—</u>	<u>(2,819)</u>	<u>29,770</u>	<u>(559,228)</u>
OTHER FINANCING SOURCES (USES)						
Transfers in	<u>1,001,922</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>1,001,922</u>
Total other financing sources (uses)	<u>1,001,922</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>1,001,922</u>
Net change in cash balances	402,906	12,836	—	(2,819)	29,770	442,694
CASH BALANCES, beginning of year	<u>970,196</u>	<u>168,345</u>	<u>34,240</u>	<u>94,323</u>	<u>242,154</u>	<u>1,509,258</u>
CASH BALANCES, end of year	<u>\$ 1,373,102</u>	<u>\$ 181,181</u>	<u>\$ 34,240</u>	<u>\$ 91,504</u>	<u>\$ 271,925</u>	<u>\$ 1,951,952</u>
CASH BASIS FUND BALANCE						
Restricted for other purposes	<u>\$ 1,373,103</u>	<u>\$ 181,182</u>	<u>\$ 34,240</u>	<u>\$ 91,503</u>	<u>\$ 271,924</u>	<u>\$ 1,951,952</u>
Total cash basis fund balance	<u>\$ 1,373,103</u>	<u>\$ 181,182</u>	<u>\$ 34,240</u>	<u>\$ 91,503</u>	<u>\$ 271,924</u>	<u>\$ 1,951,952</u>

City of Grimes
SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS AND CHANGES IN CASH BALANCES
Nonmajor Enterprise Funds
As of and for the year ended June 30, 2023

	<u>Solid Waste</u>	<u>Enterprise GrimesPlex</u>	<u>Total</u>
OPERATING RECEIPTS			
Charges for services	\$ 764,841	\$ —	\$ 764,841
OPERATING DISBURSEMENTS			
Business type activities	847,113	135	847,248
Total operating disbursements	<u>847,113</u>	<u>135</u>	<u>847,248</u>
Excess (deficiency) of operating receipts over (under) operating disbursements	<u>(82,272)</u>	<u>(135)</u>	<u>(82,407)</u>
OTHER FINANCING SOURCES			
Transfers in	168,605	—	168,605
Total other financing sources	<u>168,605</u>	<u>—</u>	<u>168,605</u>
Net change in cash balances	86,333	(135)	86,198
CASH BALANCES , beginning of year	<u>556,685</u>	<u>349,900</u>	<u>906,585</u>
CASH BALANCES , end of year	\$ <u>643,018</u>	\$ <u>349,765</u>	\$ <u>992,783</u>
CASH BASIS FUND BALANCES			
Unassigned	\$ <u>643,018</u>	\$ <u>349,765</u>	\$ <u>992,783</u>

City of Grimes
SCHEDULE OF INDEBTEDNESS
For the year ended June 30, 2023

Obligation	Date of issue	Interest rates	Amount Originally issued
General Obligation Bonds			
Corporate purpose – Series 2015	June 25, 2015	2.50 to 3.50%	\$8,500,000
Water improvement and refunding bonds – Series 2016	May 25, 2016	2.00 to 2.50%	5,545,000
Refunding bonds – Series 2017	May 3, 2017	2.00 to 2.25%	5,410,000
Corporate purpose – Series 2018A	June 27, 2018	3.00 to 4.00%	9,855,000
Corporate purpose – Series 2019A	June 26, 2019	2.10 to 2.65%	4,645,000
Corporate purpose – Series 2020A	June 25, 2020	2.00%	8,385,000
Refunding bonds – Series 2020B	September 23, 2020	1.00 to 3.00%	3,890,000
Corporate purpose – Series 2021A	June 23, 2021	2.00 to 5.00%	8,585,000
Local option sales tax bonds – Series 2021B	June 23, 2021	2.00 to 5.00%	3,755,000
Corporate purpose – Series 2022A	June 14, 2022	4.00 to 5.00%	6,975,000
Corporate purpose – Series 2023A	May 11, 2023	4.00 to 5.00%	8,380,000
Urban renewal – Series 2023B	May 11, 2023	4.00 to 5.00%	14,355,000
Total			
Revenue notes			
Water SRF	July 26, 2013	1.75% **	\$ 2,432,000
Water SRF	September 23, 2016	1.75% **	577,000
Water SRF	March 8, 2019	1.75% **	4,200,000
Water SRF	April 12, 2019	1.75% **	3,800,000
Water SRF	June 7, 2019	1.75% **	1,559,000
Water SRF	January 10, 2020	1.75% **	21,990,000
Sewer SRF	November 4, 2016	1.75% **	3,435,000
Sewer SRF	May 27, 2022	1.75% *	36,573,000
Total			

**The City is required to annually pay a .25% servicing fee on the outstanding principal balance.

Schedule 3

<u>Balance beginning of year</u>	<u>Issued during year</u>	<u>Redeemed during year</u>	<u>Balance end of year</u>	<u>Interest paid</u>
\$ 6,050,000	\$ —	\$ 390,000	\$ 5,660,000	\$ 185,575
2,240,000	—	230,000	2,010,000	48,081
1,675,000	—	825,000	850,000	35,563
8,855,000	—	300,000	8,555,000	273,031
3,740,000	—	705,000	3,035,000	91,670
6,795,000	—	525,000	6,270,000	135,900
3,290,000	—	290,000	3,000,000	70,860
8,410,000	—	450,000	7,960,000	278,600
3,630,000	—	140,000	3,490,000	113,150
6,975,000	—	525,000	6,450,000	306,661
—	8,380,000	—	8,380,000	—
<u>—</u>	<u>14,355,000</u>	<u>—</u>	<u>14,355,000</u>	<u>—</u>
<u>\$51,660,000</u>	<u>\$22,735,000</u>	<u>\$4,380,000</u>	<u>\$70,015,000</u>	<u>\$1,539,091</u>
\$1,261,000	\$ —	\$ 104,000	\$1,157,000	\$ 22,068
415,000	—	26,000	389,000	7,263
3,332,355	187,645	171,000	3,349,000	58,608
3,095,723	196,890	163,000	3,129,613	54,542
1,340,000	—	68,000	1,272,000	23,468
20,731,214	249,942	936,000	20,045,156	362,732
2,544,000	—	183,000	2,361,000	20,203
<u>1,131,582</u>	<u>28,623,225</u>	<u>—</u>	<u>29,754,807</u>	<u>274,068</u>
<u>\$33,850,874</u>	<u>\$29,257,702</u>	<u>\$1,651,000</u>	<u>\$61,457,576</u>	<u>\$ 822,952</u>

**City of Grimes
BOND MATURITIES
June 30, 2023**

General Obligation Bonds						
Year ending June 30	Corporate Purpose Series 2015		Water Improvement and Refunding Bonds Series 2016		Refunding Bonds Series 2017	
	Issued June 25, 2015		Issued May 25, 2016		Issued May 3, 2017	
	Interest Rates	Amount	Interest Rates	Amount	Interest Rates	Amount
2024	2.75%	\$ 400,000	2.00%	\$ 235,000	2.00%	\$ 850,000
2025	2.75	410,000	2.00	240,000		—
2026	3.00	420,000	2.00	245,000		—
2027	3.00	435,000	2.00	250,000		—
2028	3.00	450,000	2.13	250,000		—
2029	3.00	460,000	2.25	260,000		—
2030	3.00	475,000	2.38	265,000		—
2031	3.00	490,000	2.50	265,000		—
2032	3.00	510,000		—		—
2033	3.50	520,000		—		—
2034	3.50	535,000		—		—
2035	3.50	555,000		—		—
Total		<u>\$5,660,000</u>		<u>\$2,010,000</u>		<u>\$ 850,000</u>

See accompanying independent auditor's report.

City of Grimes
BOND MATURITIES (continued)
June 30, 2023

General Obligation Bonds								
Year ending June 30	Corporate Purpose Series 2018A		Corporate Purpose Series 2019A		Corporate Purpose Series 2020A		Refunding Bonds Series 2020B	
	Issued June 27, 2018		Issued June 26, 2019		Issued June 25, 2020		Issued September 23, 2020	
	Interest Rates	Amount	Interest Rates	Amount	Interest Rates	Amount	Interest Rates	Amount
2024	4.00%	\$ 300,000	2.50%	\$ 565,000	2.00%	\$ 465,000	3.00%	\$ 300,000
2025	3.00	300,000	2.50	735,000	2.00	475,000	3.00	310,000
2026	3.00	750,000	2.25	240,000	2.00	485,000	3.00	315,000
2027	3.00	1,000,000	2.10	245,000	2.00	495,000	3.00	330,000
2028	3.00	1,000,000	2.20	250,000	2.00	505,000	3.00	335,000
2029	3.00	1,000,000	2.35	200,000	2.00	515,000	1.00	345,000
2030	3.00	1,000,000	2.55	200,000	2.00	525,000	1.00	350,000
2031	3.00	1,050,000	2.55	200,000	2.00	535,000	1.00	355,000
2032	3.00	1,050,000	2.65	200,000	2.00	545,000	1.10	360,000
2033	3.13	1,105,000	2.65	200,000	2.00	560,000		—
2034		—		—	2.00	575,000		—
2035		—		—	2.00	590,000		—
2036		—		—		—		—
2037		—		—		—		—
2038		—		—		—		—
2039		—		—		—		—
2040		—		—		—		—
Total		<u>\$8,555,000</u>		<u>\$3,035,000</u>		<u>\$6,270,000</u>		<u>\$3,000,000</u>

See accompanying independent auditor's report.

City of Grimes
BOND MATURITIES (continued)
June 30, 2023

General Obligation Bonds						
Year ending June 30	Corporate Purpose Series 2021A		Local Option Sales Tax Bonds Series 2021B		Corporate Purpose Series 2022A	
	Issued June 23, 2021		Issued June 23, 2021		Issued June 14, 2022	
	Interest Rates	Amount	Interest Rates	Amount	Interest Rates	Amount
2024	5.00%	\$ 475,000	5.00%	\$ 150,000	5.00%	\$ 390,000
2025	5.00	500,000	5.00	155,000	5.00	400,000
2026	5.00	525,000	5.00	165,000	5.00	410,000
2027	5.00	550,000	5.00	170,000	5.00	415,000
2028	5.00	575,000	5.00	180,000	5.00	425,000
2029	5.00	605,000	5.00	190,000	5.00	440,000
2030	2.00	635,000	4.00	200,000	5.00	450,000
2031	2.00	650,000	3.00	205,000	5.00	460,000
2032	2.00	660,000	2.00	215,000	5.00	475,000
2033	2.00	675,000	2.00	215,000	5.00	485,000
2034	2.00	690,000	2.00	220,000	4.00	500,000
2035	2.00	705,000	2.00	225,000	4.00	515,000
2036	2.00	715,000	2.00	230,000	4.00	535,000
2037		—	2.00	235,000	4.00	550,000
2038		—	2.00	240,000		—
2039		—	2.00	245,000		—
2040		—	2.00	250,000		—
Total		<u>\$7,960,000</u>		<u>\$3,490,000</u>		<u>\$6,450,000</u>

See accompanying independent auditor's report.

City of Grimes
BOND MATURITIES (continued)
June 30, 2023

General Obligation Bonds					
Year ending June 30	Corporate Purpose Series 2023A		Urban Renewal Series 2023B		Total
	Issued May 11, 2023		Issued May 11, 2023		
	Interest Rates	Amount	Interest Rates	Amount	
2024	5.00%	\$ 370,000	5.00%	\$ —	\$ 4,500,000
2025	5.00	410,000	5.00	—	3,935,000
2026	5.00	430,000	5.00	560,000	4,545,000
2027	5.00	450,000	5.00	590,000	4,930,000
2028	5.00	475,000	5.00	615,000	5,060,000
2029	5.00	495,000	5.00	650,000	5,160,000
2030	5.00	520,000	5.00	680,000	5,300,000
2031	5.00	550,000	5.00	715,000	5,475,000
2032	5.00	575,000	5.00	750,000	5,340,000
2033	5.00	605,000	5.00	790,000	5,155,000
2034	5.00	635,000	5.00	825,000	3,980,000
2035	5.00	665,000	5.00	870,000	4,125,000
2036	5.00	700,000	5.00	910,000	3,090,000
2037	4.00	735,000	5.00	960,000	2,480,000
2038	4.00	765,000	4.00	1,005,000	2,010,000
2039		—	4.00	1,045,000	1,290,000
2040		—	4.00	1,085,000	1,335,000
2041		—	4.00	1,130,000	1,130,000
2042		—	4.00	1,175,000	1,175,000
Total		<u>\$8,380,000</u>		<u>\$14,355,000</u>	<u>\$70,015,000</u>

City of Grimes
BOND MATURITIES (continued)
June 30, 2023

Year ending June 30	Revenue Bonds					
	Water SRF		Water SRF		Water SRF	
	Issued July 26, 2013		Issued September 23, 2016		Issued March 8, 2019	
	Interest Rates	Amount	Interest Rates	Amount	Interest Rates	Amount
2024	1.75%	\$ 106,000	1.75%	\$ 26,000	1.75%	\$ 190,000
2025	1.75	108,000	1.75	27,000	1.75	193,000
2026	1.75	110,000	1.75	28,000	1.75	197,000
2027	1.75	112,000	1.75	28,000	1.75	200,000
2028	1.75	114,000	1.75	29,000	1.75	204,000
2029	1.75	117,000	1.75	29,000	1.75	207,000
2030	1.75	119,000	1.75	30,000	1.75	211,000
2031	1.75	121,000	1.75	30,000	1.75	215,000
2032	1.75	124,000	1.75	31,000	1.75	218,000
2033	1.75	126,000	1.75	32,000	1.75	222,000
2034		—	1.75	32,000	1.75	226,000
2035		—	1.75	33,000	1.75	230,000
2036		—	1.75	34,000	1.75	234,000
2037		—		—	1.75	238,000
2038		—		—	1.75	242,000
2039		—		—	1.75	246,000
2040		—		—		—
2041		—		—		—
2042		—		—		—
Total		1,157,000		389,000		3,473,000
Less funds not advanced as of June 30, 2023		—		—		(124,000)
Total due		<u>\$1,157,000</u>		<u>\$ 389,000</u>		<u>\$3,349,000</u>

See accompanying independent auditor's report.

City of Grimes
BOND MATURITIES (continued)
June 30, 2023

Year ending June 30	Revenue Bonds					
	Water SRF		Water SRF		Water SRF	
	Issued April 12, 2019		Issued June 7, 2019		Issued January 10, 2020	
	Interest Rates	Amount	Interest Rates	Amount	Interest Rates	Amount
2024	1.75%	\$ 166,000	1.75%	\$ 71,000	1.75%	\$ 898,000
2025	1.75	169,000	1.75	72,000	1.75	916,000
2026	1.75	173,000	1.75	73,000	1.75	934,000
2027	1.75	176,000	1.75	74,000	1.75	953,000
2028	1.75	180,000	1.75	76,000	1.75	972,000
2029	1.75	183,000	1.75	77,000	1.75	991,000
2030	1.75	187,000	1.75	78,000	1.75	1,011,000
2031	1.75	191,000	1.75	80,000	1.75	1,031,000
2032	1.75	194,000	1.75	81,000	1.75	1,052,000
2033	1.75	198,000	1.75	82,000	1.75	1,073,000
2034	1.75	202,000	1.75	84,000	1.75	1,094,000
2035	1.75	206,000	1.75	85,000	1.75	1,116,000
2036	1.75	211,000	1.75	87,000	1.75	1,139,000
2037	1.75	215,000	1.75	88,000	1.75	1,161,000
2038	1.75	219,000	1.75	90,000	1.75	1,185,000
2039	1.75	223,000	1.75	91,000	1.75	1,208,000
2040	1.75	228,000		—	1.75	1,232,000
2041		—		—	1.75	1,257,000
2042		—		—	1.75	<u>1,282,000</u>
Total		3,321,000		1,289,000		20,505,000
Less funds not advanced as of June 30, 2023		<u>(191,387)</u>		<u>(17,000)</u>		<u>(459,844)</u>
Total due		<u>\$3,129,613</u>		<u>\$1,272,000</u>		<u>\$20,045,156</u>

See accompanying independent auditor's report.

City of Grimes
BOND MATURITIES (continued)
June 30, 2023

Revenue Bonds					
Year ending June 30	Sewer SRF		Sewer SRF		Total
	Issued November 4, 2016		Issued May 27, 2022		
	Interest Rates	Amount	Interest Rates	Amount	
2024	1.75%	\$ 163,000	1.75%	\$ 200,000	\$ 1,820,000
2025	1.75	166,000	1.75	250,000	1,901,000
2026	1.75	169,000	1.75	500,000	2,184,000
2027	1.75	172,000	1.75	750,000	2,465,000
2028	1.75	176,000	1.75	1,000,000	2,751,000
2029	1.75	179,000	1.75	1,250,000	3,033,000
2030	1.75	183,000	1.75	1,500,000	3,319,000
2031	1.75	187,000	1.75	2,120,000	3,975,000
2032	1.75	190,000	1.75	2,162,000	4,052,000
2033	1.75	194,000	1.75	2,206,000	4,133,000
2034	1.75	198,000	1.75	2,250,000	4,086,000
2035	1.75	202,000	1.75	2,295,000	4,167,000
2036	1.75	206,000	1.75	2,341,000	4,252,000
2037		–	1.75	2,387,000	4,089,000
2038		–	1.75	2,435,000	4,171,000
2039		–	1.75	2,484,000	4,252,000
2040		–	1.75	2,534,000	3,994,000
2041		–	1.75	2,584,000	3,841,000
2042		–	1.75	2,636,000	3,918,000
2043		–	1.75	<u>2,689,000</u>	<u>2,689,000</u>
Total		2,385,000		36,573,000	69,092,000
Less funds not advanced as of June 30, 2023		<u>(24,000)</u>		<u>(6,818,193)</u>	<u>(7,634,424)</u>
Total due		<u>\$2,361,000</u>		<u>\$29,754,807</u>	<u>\$61,457,576</u>

See accompanying independent auditor's report.

City of Grimes
SCHEDULE OF RECEIPTS BY SOURCE AND DISBURSEMENTS BY FUNCTION -
ALL GOVERNMENTAL FUNDS
For the last ten years

	Year ended June 30			
	2023	2022	2021	2020
RECEIPTS				
Property tax	\$12,108,584	\$11,207,159	\$11,009,390	\$10,473,233
Tax increment financing	6,591,900	5,192,867	3,760,296	2,006,199
Other city tax	3,314,514	3,557,635	1,687,580	737,629
Licenses and permits	586,680	638,990	694,586	951,981
Use of money and property	1,633,472	205,130	261,622	531,058
Intergovernmental	4,487,015	3,690,756	2,711,832	3,846,399
Charges for service	768,037	660,191	565,560	411,511
Special assessments	—	221,846	13,215	1,037,806
Miscellaneous	<u>10,100,025</u>	<u>596,002</u>	<u>2,263,429</u>	<u>5,136,091</u>
Total receipts	<u>\$39,590,227</u>	<u>\$25,970,576</u>	<u>\$22,967,510</u>	<u>\$25,131,907</u>
DISBURSEMENTS				
Operating				
Public safety	\$ 5,585,089	\$ 5,007,403	\$ 4,939,907	\$ 5,159,596
Public works	2,701,955	2,683,139	2,009,602	2,175,957
Health and social services	—	4,391	19,600	16,800
Culture and recreation	2,397,773	2,216,686	1,833,380	1,725,083
Community and economic development	3,348,574	3,250,085	2,280,052	1,557,277
General government	1,979,649	1,993,444	1,558,937	1,247,312
Debt service	5,924,191	4,862,823	8,953,223	3,497,948
Capital projects	<u>64,967,981</u>	<u>14,962,479</u>	<u>21,703,360</u>	<u>22,968,496</u>
Total disbursements	<u>\$86,905,212</u>	<u>\$34,980,450</u>	<u>\$43,298,061</u>	<u>\$38,348,469</u>

Schedule 5

Year ended June 30					
2019	2018	2017	2016	2015	2014
\$ 9,441,950	\$ 8,142,946	\$ 7,419,454	\$ 6,492,546	\$ 6,150,238	\$ 5,812,917
2,287,296	2,782,432	1,797,621	1,344,848	1,298,253	1,174,536
307,687	75,533	235,576	215,936	224,025	210,131
1,474,864	957,905	621,241	575,011	698,252	466,683
322,939	107,127	135,996	192,312	71,657	72,145
2,513,486	2,820,355	7,769,602	1,952,540	1,828,242	1,131,826
517,477	986,159	760,861	686,458	595,965	615,911
1,123,452	654,243	127,336	182,091	161,553	154,437
350,871	785,595	84,031	109,654	102,384	93,372
<u>\$18,340,022</u>	<u>\$17,316,295</u>	<u>\$18,951,988</u>	<u>\$11,751,396</u>	<u>\$11,130,569</u>	<u>\$ 9,730,958</u>
\$ 4,605,642	\$ 4,431,305	\$ 3,322,060	\$ 2,969,314	\$ 4,617,319	\$ 2,280,626
2,227,551	2,035,534	2,045,727	1,734,554	3,875,949	1,893,484
27,100	28,100	—	—	—	—
1,655,611	1,275,719	1,189,625	1,117,152	1,512,321	1,175,528
631,947	181,133	192,037	118,560	143,281	126,683
1,219,225	1,164,599	844,506	817,689	1,044,050	687,525
6,730,712	3,227,895	8,947,462	3,403,085	2,845,086	2,773,233
9,079,366	7,461,570	13,330,469	5,431,157	6,020,914	3,442,998
<u>\$26,177,154</u>	<u>\$19,705,855</u>	<u>\$29,871,886</u>	<u>\$15,591,511</u>	<u>\$18,519,268</u>	<u>\$12,383,077</u>

See accompanying independent auditor's report.

City of Grimes
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year ended June 30, 2023

Federal Grantor/Pass-Through Grantor/Program Title	Assistance Listing Number	Pass-Through Entity Identifying Number	Federal Expenditures
Indirect			
U.S. Department of the Treasury			
Passed through Iowa Department of Revenue Coronavirus State and Local Fiscal Recovery Funds	21.027	Project #00036	\$ 820,821
Environmental Protection Agency			
Passed through the Iowa Finance Authority Capitalization Grants for Drinking Water State Revolving Funds	66.468	DWSRF D0504RT	249,942
U.S. Department of Transportation			
Passed through Iowa Department of Transportation Highway Planning and Construction	20.205	STBG-SWAP-3125(614)-SG-77	<u>50,000</u>
Total Federal Awards			<u>\$1,120,763</u>

NOTE A BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (Schedule) includes the federal award activity of the City of Grimes under programs of the federal government for the year ended June 30, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2, U.S. *Code of Federal Regulations*, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City of Grimes, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City of Grimes.

NOTE B SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported in the Schedule are reported on the basis of cash receipts and disbursements, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE C INDIRECT COST RATE

The City has elected not to use the 10% de minimus indirect costs rate as allowed under the Uniform Guidance.

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER
MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Honorable Mayor and
Members of the City Council
City of Grimes
Grimes, Iowa

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business type activities, the discretely presented component unit, each major fund and the aggregate remaining fund information of the City of Grimes, Iowa (the City) as of and for the year ended June 30, 2023, and the related notes to financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated November 28, 2023. Our report expressed unmodified opinions on the financial statements which were prepared on the basis of cash receipts and disbursements, a basis of accounting other than accounting principles generally accepted in the United States of America.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of the control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility a material misstatement of the City's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control which is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Comments involving statutory and other legal matters about the City's operations for the year ended June 30, 2023 are based exclusively on knowledge obtained from procedures performed during our audit of the financial statements of the City. Since our audit was based on tests and samples, not all transactions that might have had an impact on the comments were necessarily audited. The comments involving statutory and other legal matters are not intended to constitute legal interpretations of those statutes.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.


Denman CPA LLP

West Des Moines, Iowa
November 28, 2023

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR
EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER
COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Honorable Mayor and
Members of City Council
City of Grimes
Grimes, Iowa

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited City of Grimes, Iowa's (the City) compliance with the types of compliance requirements identified as subject to audit in the U.S. Office of Management and Budget (OMB) Compliance Supplement that could have a direct and material effect on each of City's major federal program for the year ended June 30, 2023. The City's major federal program is identified in the summary of independent auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Denman CPA LLP
Denman CPA LLP

West Des Moines, Iowa
November 28, 2023

City of Grimes
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year ended June 30, 2023

SECTION 1 – SUMMARY OF INDEPENDENT AUDITOR'S RESULTS

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with the cash basis of accounting:

Unmodified opinions

Internal control over financial reporting:

- | | | |
|---|-----------|------------------------------|
| ➤ Material weakness(es) identified? | _____ Yes | _____ <u>X</u> No |
| ➤ Significant deficiency(ies) identified? | _____ Yes | _____ <u>X</u> None Reported |

Noncompliance material to financial statements noted?	_____ Yes	_____ <u>X</u> No
---	-----------	-------------------

Federal Awards

Internal control over major federal programs:

- | | | |
|---|-----------|------------------------------|
| ➤ Material weakness(es) identified? | _____ Yes | _____ <u>X</u> No |
| ➤ Significant deficiency(ies) identified? | _____ Yes | _____ <u>X</u> None Reported |

Type of auditor's report issued on compliance for major federal programs:

Unmodified opinion

- | | | |
|--|-----------|-------------------|
| ➤ Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? | _____ Yes | _____ <u>X</u> No |
|--|-----------|-------------------|

Identification of major federal programs:

**Assistance Listing Number 21,027 –
Coronavirus State and Local Fiscal
Recovery Funds**

Dollar threshold used to distinguish between type A and type B programs:

\$750,000

Auditee qualified as low-risk auditee?

_____ Yes _____ X No

City of Grimes
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (continued)
Year ended June 30, 2023

SECTION II – FINDINGS RELATED TO FINANCIAL STATEMENTS

INSTANCES OF NONCOMPLIANCE

No matters were reported.

INTERNAL CONTROL DEFICIENCY

No matters were reported.

City of Grimes
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (continued)
Year ended June 30, 2023

SECTION III – FINDINGS AND QUESTIONED COSTS FOR FEDERAL AWARDS

INTERNAL CONTROL DEFICIENCIES

No matters were reported.

INSTANCES OF NONCOMPLIANCE

No matters were reported.

City of Grimes
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (continued)
Year ended June 30, 2023

SECTION IV – OTHER FINDINGS RELATED TO REQUIRED STATUTORY REPORTING

IV-A-23 CERTIFIED BUDGET

Disbursements during the year ended June 30, 2023 did not exceed budgeted amounts, as amended.

IV-B-23 QUESTIONABLE DISBURSEMENTS

No disbursements that we believe may not meet the requirements of public purpose as defined in an Attorney General's opinion dated April 25, 1979 were noted.

IV-C-23 TRAVEL EXPENSE

No disbursements of City money for travel expenses of spouses of City officials or employees were noted.

IV-D-23 BUSINESS TRANSACTIONS

No business transactions in excess of \$1,500 between the City and City officials or employees were noted.

IV-E-23 RESTRICTED DONOR ACTIVITY

No transactions were noted between the City, City officials, City employees and related donors in compliance with Chapter 68B of the Code of Iowa.

IV-F-23 BOND COVERAGE

Surety bond coverage of City officials and employees is in accordance with statutory provisions. The amount of coverage should be reviewed annually to ensure that the coverage is adequate for current operations.

IV-G-23 COUNCIL MINUTES

No transactions were found that we believe should have been approved in the City Council minutes but were not.

IV-H-23 DEPOSITS AND INVESTMENTS

No instances of noncompliance with the deposit and investment provisions of Chapters 12B and 12C of the Code of Iowa and the City's investment policy were noted.

IV-I-23 WATER AND SEWER REVENUE BONDS

No instances of noncompliance with the provisions of the revenue bond resolutions were noted.

IV-J-23 TAX INCREMENT FINANCING (TIF)

The Special Revenue, Tax Increment Financing (TIF) Fund properly disbursed payments for TIF loans and rebates. Also, the City properly completed the Tax Increment Debt Certification Forms to request TIF property taxes.

IV-K-23 ANNUAL URBAN RENEWAL REPORT

The Annual Urban Renewal Report was properly approved and certified to the Iowa Department of Management on or before December 1 and no exceptions were noted.

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Amending the Grimes Code of Ordinances Section 41.12 Regulating Dates and Times Permitted for Discharging Fireworks

BACKGROUND: Attached is a proposed amendment to Grimes Code of Ordinance Section 41.12. This section will make it consistent with the proposed changes as to permitted dates and time to discharge, including the fine provisions under Section 41.12(E). In addition, the change will eliminate the need for a subsection (a) and (b) under section 3, and the permitted dates and times will be included in section 3.

BUDGETARY CONSIDERATIONS: None

STRATEGIC PLANNING:

Prioritized: ____YES ____NO

*High-Performing Organization/Exception Professional Services X

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION: Approval

RESPONSIBLE STAFF/CONTACT INFORMATION:

Rochelle Williams, City Clerk / Director of Administrative Services, rwilliams@grimesiowa.gov

Prepared by: Olivia DeYoung

Return to: Rochelle Williams



ORDINANCE _____

AN ORDINANCE AMENDING THE GRIMES CODE OF ORDINANCES SECTION 41.12 REGULATING DATES AND TIMES PERMITTED FOR DISCHARGING FIREWORKS

SECTION 1. Purpose. The purpose of this Ordinance is to amend the Grimes Code of Ordinances Sections 41.12(C)(3) and 41.12(E)(2) regulating the dates and times in which consumer fireworks and novelties may lawfully be discharged.

SECTION 2. Amendment. Grimes Code of Ordinances Section 41.12(C)(3) and 41.12(E)(2) are amended by the following stricken and underlined language:

41.12 FIREWORKS REGULATIONS AND PERMITTING.

...

C. Consumer Fireworks and Novelties Use. Consumer fireworks and novelties may be discharged with compliance with the following restrictions:

...

3. Consumer fireworks will not be used or discharged at any time other than ~~the following permitted times:~~

- a. ~~July 1 to July 8~~ July 2 to July 3 from 12 p.m. to 10 p.m., ~~except for and July 4 when the allowed time is from 9 a.m. to 11 p.m.~~
- b. ~~December 29 to January 3 from 12 p.m. to 10 p.m., except that on December 31 the time is extended to 12:30 a.m. on January 1.~~

4. Novelties are not subject to the provisions of subsections ~~(a1)~~ through ~~(c3)~~ above.

...

E. Violation. A violation of Grimes Code of Ordinance Section 41.12 is a municipal infraction pursuant to the provisions of the Grimes Code of Ordinances Chapter 4 punishable by the issuing of a citation requiring payment of monetary penalties as follows:

1. \$100 for a first time offense, \$750 for a second offense, and \$1000 for a third or subsequent offense.
2. An offense of discharging a firework between the hours of 10:30 p.m. and 6 a.m. on any date other than the evenings of July 4 ~~or December 31~~ as provided under Grimes Code of Ordinance Section 41.12(C)(3) is specifically punishable as a municipal infraction pursuant to

the provisions of Grimes Code of Ordinance Chapter 4 by the issuing of a citation requiring payment of a \$750 penalty for a first offense and \$1000 for a second and subsequent offense.

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5: Effective Date. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the City Council on this ____ day of _____ and approved on this ____ day of _____, 2024.

ATTEST:

Scott Mikkelsen, Mayor

Rochelle Williams, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Approving Project and Authorizing Acquisition by Eminent Domain for NW County Line Road Watermain Project

BACKGROUND: As the Council is aware, 4 water system improvements have been budgeted for this construction season. Three of those projects (19th Street Water Main, James Street Interconnect and WTP Ground Storage Reservoir), have been designed, bid and are under construction. The last project, the NW County Line Road Water Main Extension, is designed, however despite staff's best efforts, the necessary easements to construct the water main have not been able to be acquired from the property owner.

To date, staff have met with the property owner on a number of different occasions, obtained a survey and appraisal, and provided an offer above the fair market value of the property. The property owner has indicated that they are not willing to negotiate for the easements, and communication has ceased. Staff have evaluated the improvement, and do find that it is critical to the water system both today, and into the future. This specific water main provides redundancy for the overall system, and completes a loop which addresses a number of dead ends that are currently in existence. We have also evaluated the relocation of this water main to the east side of NW County Line Road. However, due to existing private infrastructure in the general area, it was determined to not be feasible. For reference, there is an existing Xenia Water Main that bounces between the east and west side of County Line Road, and our alignment generally avoids this water main to reduce any conflicts or disruptions to their service.

Proper notice in accordance with the requirements of eminent domain has been filed. The City Council must now hold a public hearing on the matter, and subsequently find it necessary and for the best interest of the City of Grimes to proceed with the project.

Should the council find it necessary and for the best interest of the City of Grimes, staff and legal counsel will begin the necessary judicial proceedings.

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: ____YES ____NO

*High-Performing Organization/Exception Professional Services ____

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by: Alex Pfaltzgraff
Return to: Alex Pfaltzgraff

RESOLUTION NO. _____

**Approving Project & Authorizing Acquisition by Eminent Domain
For NW County Line Road Watermain Project**

WHEREAS, the City of Grimes, Iowa, proposes the NW County Line Road Watermain project acquisition of permanent and temporary easements from 230th Street to the terminus of NW 82nd Avenue of Grimes, Iowa and

WHEREAS, pursuant thereto, the City has approved the project and conducted a public hearing authorizing acquisition of permanent and temporary easements by eminent domain on January 23, 2024;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Grimes, Iowa:

Section 1. It is hereby found and determined to be necessary and for the best interest of the City and its inhabitants to proceed with the NW County Line Road Watermain project acquisition of permanent and temporary easements from 230th Street to the terminus of NW 82nd Avenue of Grimes, Iowa.

Section 2. It is hereby found and determined to be necessary and for the best interest of the City and its inhabitants to proceed with condemnation proceedings to acquire the property, easement(s), or other rights in real property necessary to construct this public improvement, or to institute condemnation proceedings, if necessary to do so.

Section 3. It is hereby found and determined to be necessary and for the best interest of the City and its inhabitants that City Staff and the City Attorney are authorized to take any and all actions necessary to acquire the permanent and temporary easements.

Section 4. All resolutions, parts of resolutions, or actions of the Council in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved the 23rd day of January, 2024.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM:

BACKGROUND:

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: ____ YES ____ NO

*High-Performing Organization/Exception Professional Services ____

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by:

Return to:

**CITY OF
GRIMES**
CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM:

BACKGROUND:

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: ____ YES ____ NO

*High-Performing Organization/Exception Professional Services ____

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by:

Return to:

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Public Hearing on First Amendment for Fiscal Year 2023-2024 Budget

BACKGROUND: The City is required to hold a Public Hearing when proposing to amend the budget. The attached notice was published on January 9, 2024. This first amendment to the Fiscal Year 2023-2024 budget will provide for the expenditure of additional funds for property and casualty insurance, capital projects, the 28E with Johnston for the fire department, additional bond principal and interest, and a new sleeping trailer for the fire department. These expenses were realized after the approval of the budget in March 2023. The City will also make additional transfers from reserve funds to capital projects and into debt service funds.

BUDGETARY CONSIDERATIONS: \$13,260,735 in additional expense and \$6,937,409 in additional transfers are included in this amendment.

STRATEGIC PLANNING:

Prioritized: X YES ____ NO

*High-Performing Organization/Exception Professional Services ____

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS: Council adopted the Fiscal Year 2023-2024 budget on March 28, 2023. The Public Hearing for this amendment was set on December 12, 2023.

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Marcia Woodke, Finance Director, 515-986-3036, mwoodke@grimesiowa.gov

Prepared by: Marcia Woodke

Return to: Marcia Woodke

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET				
City of GRIMES				
Fiscal Year July 1, 2023 - June 30, 2024				
The City of GRIMES will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024				
Meeting Date/Time: 1/23/2024 05:30 PM		Contact: Marcia Woodke		Phone: (515) 986-3036
Meeting Location: Grimes Community Center 410 SE Main St Grimes, IA 50111				
There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals .				
REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	13,175,110	0	13,175,110
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	13,175,110	0	13,175,110
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	6,519,924	0	6,519,924
Other City Taxes	6	2,722,440	0	2,722,440
Licenses & Permits	7	503,300	0	503,300
Use of Money & Property	8	1,388,758	500,000	1,888,758
Intergovernmental	9	3,367,714	20,000	3,387,714
Charges for Service	10	13,832,603	0	13,832,603
Special Assessments	11	0	0	0
Miscellaneous	12	532,626	347,760	880,386
Other Financing Sources	13	34,200,500	0	34,200,500
Transfers In	14	15,719,548	6,937,409	22,656,957
Total Revenues & Other Sources	15	91,962,523	7,805,169	99,767,692
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	6,509,912	1,459,254	7,969,166
Public Works	17	3,353,308	0	3,353,308
Health and Social Services	18	8,000	0	8,000
Culture and Recreation	19	3,350,082	6,000	3,356,082
Community and Economic Development	20	3,657,068	30,825	3,687,893
General Government	21	2,211,087	43,000	2,254,087
Debt Service	22	6,407,557	701,531	7,109,088
Capital Projects	23	47,730,510	10,990,125	58,720,635
Total Government Activities Expenditures	24	73,227,524	13,230,735	86,458,259
Business Type/Enterprise	25	12,422,362	30,000	12,452,362
Total Gov Activities & Business Expenditures	26	85,649,886	13,260,735	98,910,621
Transfers Out	27	15,719,548	6,937,409	22,656,957
Total Expenditures/Transfers Out	28	101,369,434	20,198,144	121,567,578
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-9,406,911	-12,392,975	-21,799,886
Beginning Fund Balance July 1, 2023	30	57,308,946	16,499,955	73,808,901
Ending Fund Balance June 30, 2024	31	47,902,035	4,106,980	52,009,015
Explanation of Changes: The city realized a larger beginning fund balance as various capital projects were not as far into completion as planned. The city has to increase the budget for expenses in those projects for this fiscal year. The city will need to expend additional monies for the 28E agreement for the Fire department and a replacement sleeping trailer that were not budgeted. The city has new debt service payments for issuances after the budget completion and transfers to move funds into the correct accounts for the payments. The city will transfer into capital project funds from the general fund reserves to defray additional borrowing. The budget is being increased for liability insurance expense, per notification from insurers. The city has increased expected revenue for donations to the library building project and interest on investments.				

RESOLUTION 01-4024 APPROVING THE FIRST AMENDMENT TO THE FISCAL YEAR
2023-2024 BUDGET

Grimes Resolution No. 01-4024

WHEREAS, the Finance Director has prepared amendment #1 to the annual budget for Fiscal Year 2023-2024; and

WHEREAS, the Notice of Public Hearing was published on January 9, 2024; and

WHEREAS, the Grimes City Council did hold a Public Hearing concerning the first amendment to the 2023-2024 Fiscal Year budget on January 23, 2024; and

WHEREAS, the Grimes City Council, after hearing all taxpayers wishing to be heard, gave final consideration to the proposed budget amendment;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that they do hereby approve budget amendment #1 for the 2023-2024 Fiscal Year as attached in the amendment form.

BE IT FURTHER RESOLVED by the City Council of the City of Grimes, Iowa, that the Finance Director is directed to submit these forms to the Polk and Dallas County Auditors.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Final Plat for Willow Hills North Plat 1

BACKGROUND: The applicant is requesting approval of a final plat to subdivide the 40.37-acre property into 50 single-family lots, one street lot for public streets, and three outlots for future development. Outlot X will be developed with single-family lots as part of Phase 2 of the development. Outlot Y and Z will be replatted with future development to the east.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: ____YES __X__NO

*High-Performing Organization/Exception Professional Services ____

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS: Planning and Zoning Commission recommended approval 10/03/2023

STAFF RECOMMENDATION: Staff recommends approval of the Resolution Approving Final Plat of Willow Hills North Plat 1 and Certain Related Agreements and Easements.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by:

Return to:

DATE

October 3, 2023

PROJECT NAME

Willow Hills North Plat 1
Final Plat

APPLICANT

Willow Hills North, LLC

REQUESTED ACTION

Approval of the final plat, that
will allow for the subdivision of
the 40.37-acre property

LOCATION

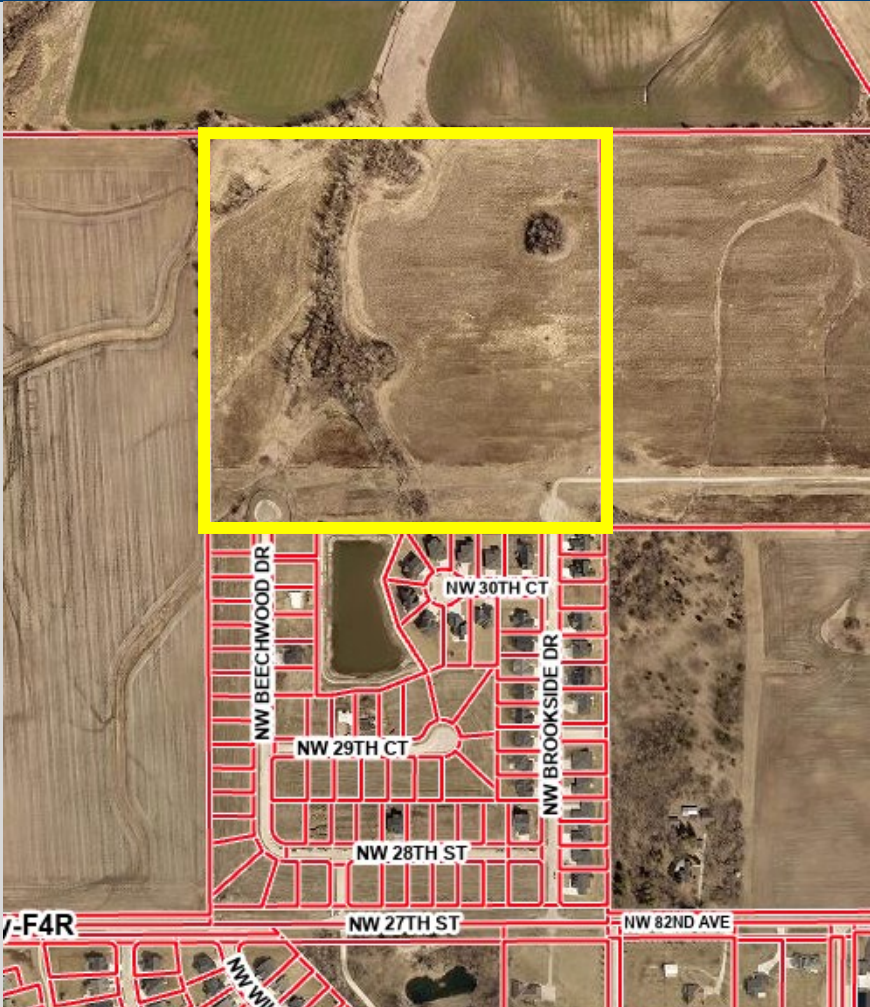
North of NW 27th Street and
north of the Willow Hills subdi
vision

ZONING

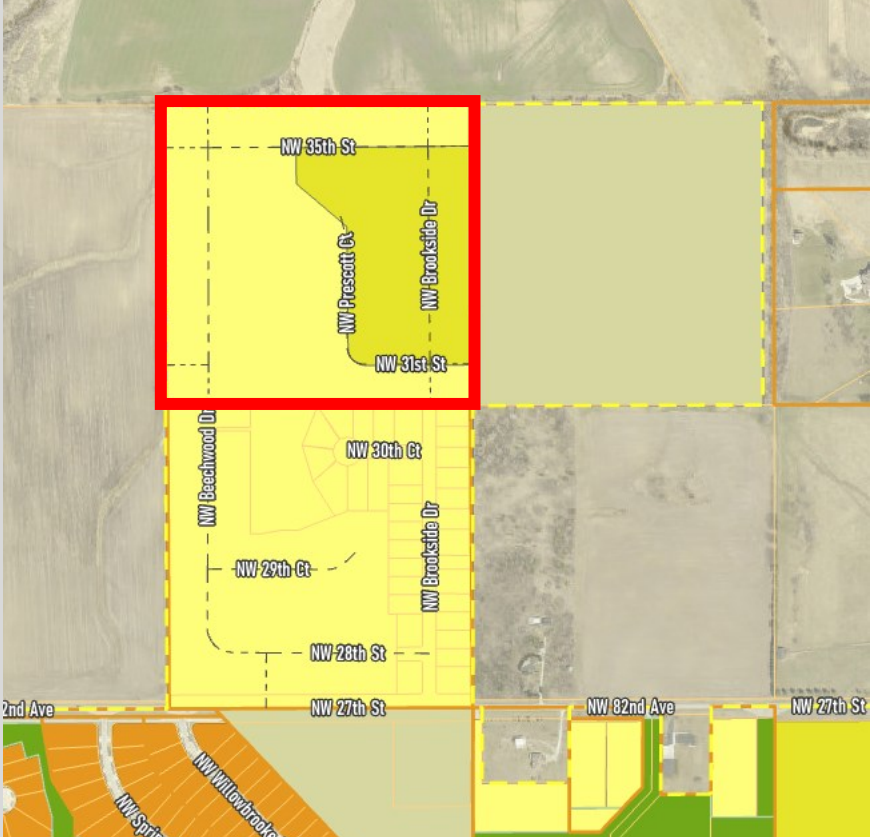
R-1 and R-2

PLANNER

Evann Martin
emartin@grimesiowa.gov
(515)986-4050



Location Map



Zoning Map

Relation to Comprehensive & Neighborhood Plans

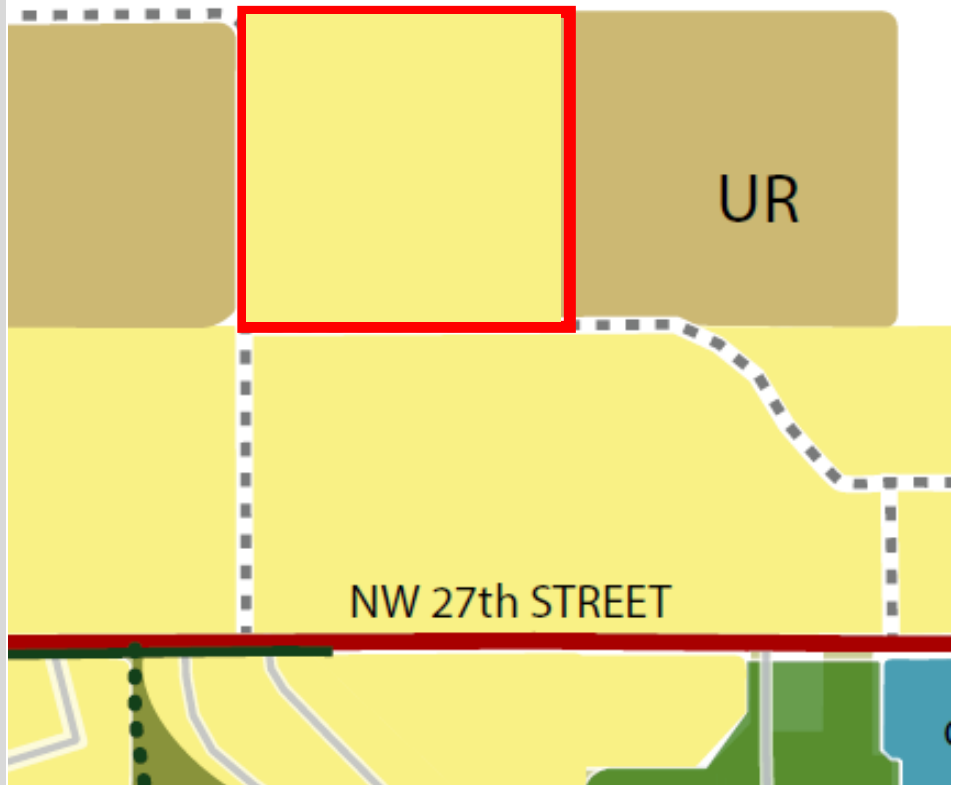
LAND USES & ZONING

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Low Density Residential	R-1 & R-2
North	Vacant	Agriculture (Polk County)	Agricultural (Polk County)
South	Single-Family	Low Density Residential	R-1
East	Vacant	Urban Reserve	A-1
West	Vacant	Urban Reserve	Agricultural (Polk County)

PARKS

The Zoning Change and Development Agreement requires 6.75 acres of parkland dedication. The parkland area will be dedicated to the City with the next phase of Willow Hills North and will consist of open green space, existing trees, public pond, and walking trails. The intent is to connect the parkland to the Brenton Slough with future development to the north.

Trail will be installed along the south side of NW 31st Street and will extend east with future development.



Future Land Use Map

The low density residential land use is consistent with recent development of Willow Hills to the south. Willow Hills North holds R-1 and R-2 zoning and is consistent with the current and expected future development in the area.

Relation to Studies & Legal

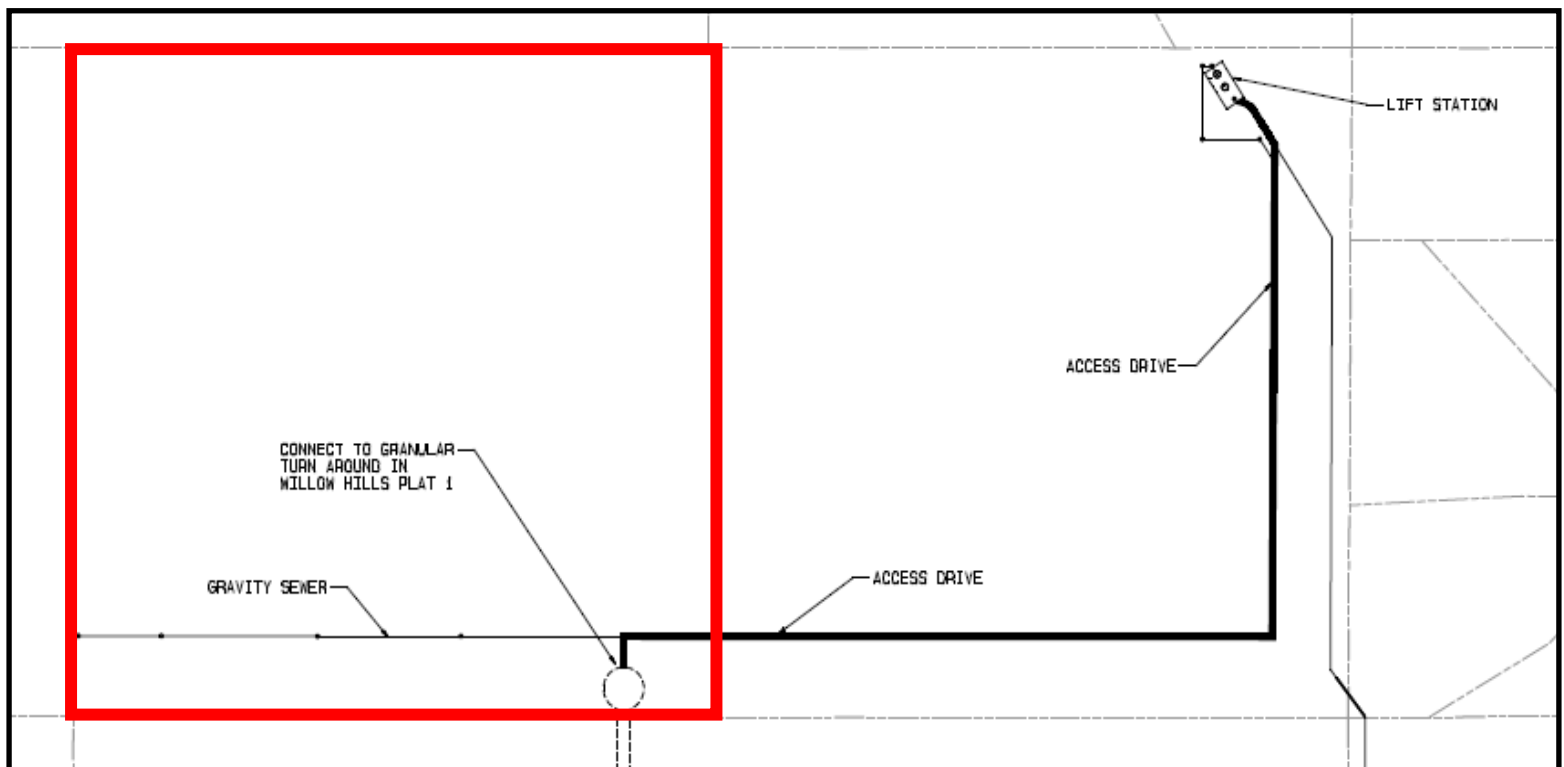
Legal

The plat is subject to the Willow Hills North Zoning Change and Development Agreement which outlines the required development standards, including zoning and public improvements.

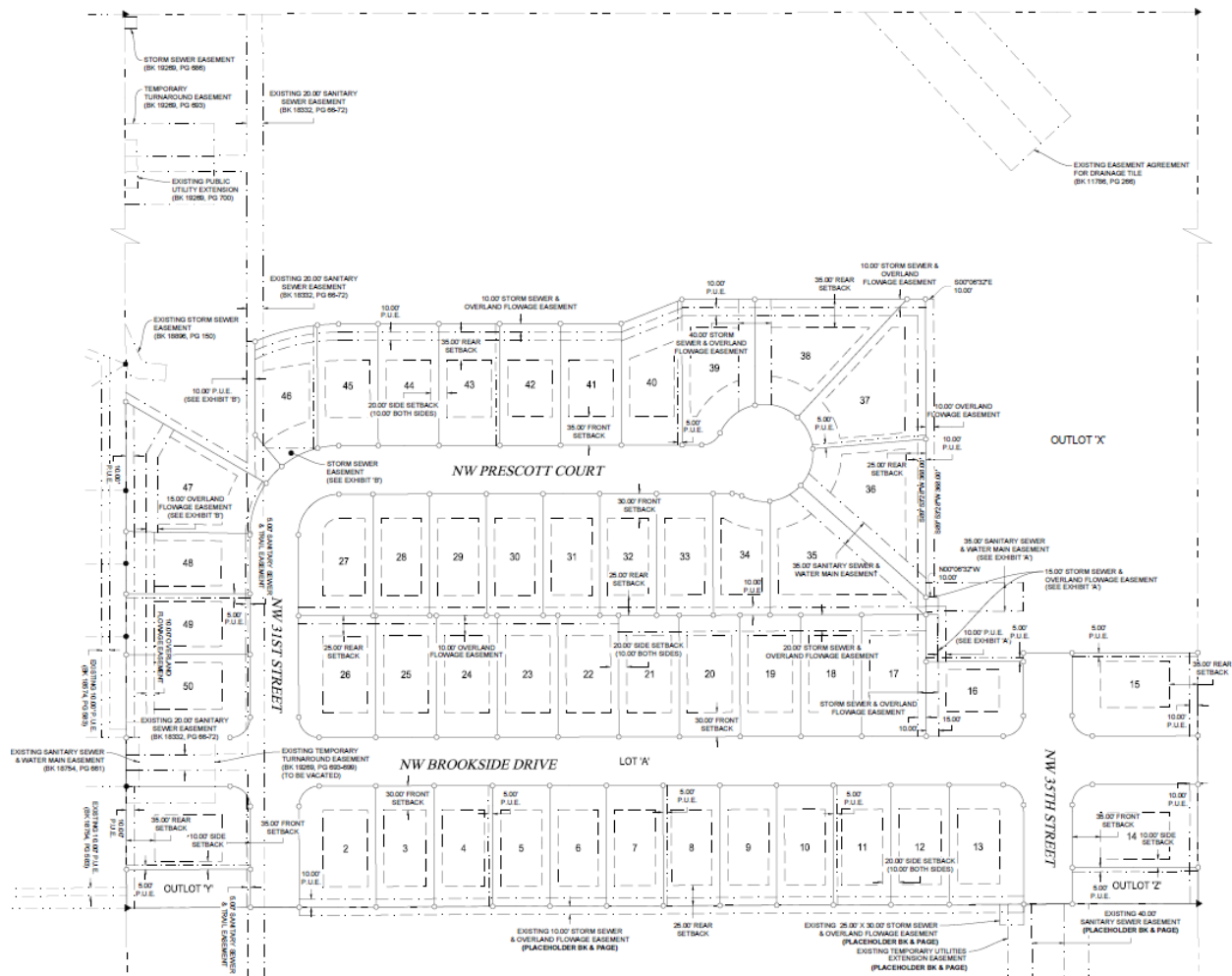
The plat is within the Northern Territory Lift Station fee district and the Northern Territory B Sanitary Sewer fee district. Prior to recording the plat, fees will be collected to repay the City for the lift station and sanitary improvements completed in the area.

All streets with the subdivision will be public and dedicated to the City.

Lift Station and Sanitary Improvements



Plat Layout



ACCESS

Access into the subdivision is provided via NW Brookside Drive to the south. Upon completion of Phase 2, additional access will be provided to the west from NW Beechwood Drive. Two stubs will be provided to the east and one to the north for future development.

PEDESTRIAN CONNECTIVITY

Sidewalks will be provided on both sides of the streets. An 8' trail will be provided on the south side of NW 31st Street which will connect to future development to the east as well as through the future parkland in Phase 2.

PLAT LAYOUT

The plat will consist of 50 lots and three outlots. Outlot X will be developed in Phase 2. Outlot Y and Z will be platted into residential lots with the development of the property to the east.

UTILITIES

Sanitary sewer and water will be provided within the public street right-of-way and up to SW 37th Street for future development to the south. Sanitary sewer will also be extended east to the lift station.

STORMWATER

Stormwater detention will be provided on Outlot X and a temporary basin located on the property to the east.

Conclusion

STAFF RECOMMENDATION

Staff recommends approval of the final plat subject to any remaining staff comments and legal document review.

Staff recommends approval of the final plat subject to any remaining staff comments and legal document review.

Conclusion

The plat will consist of 50 single family lots.

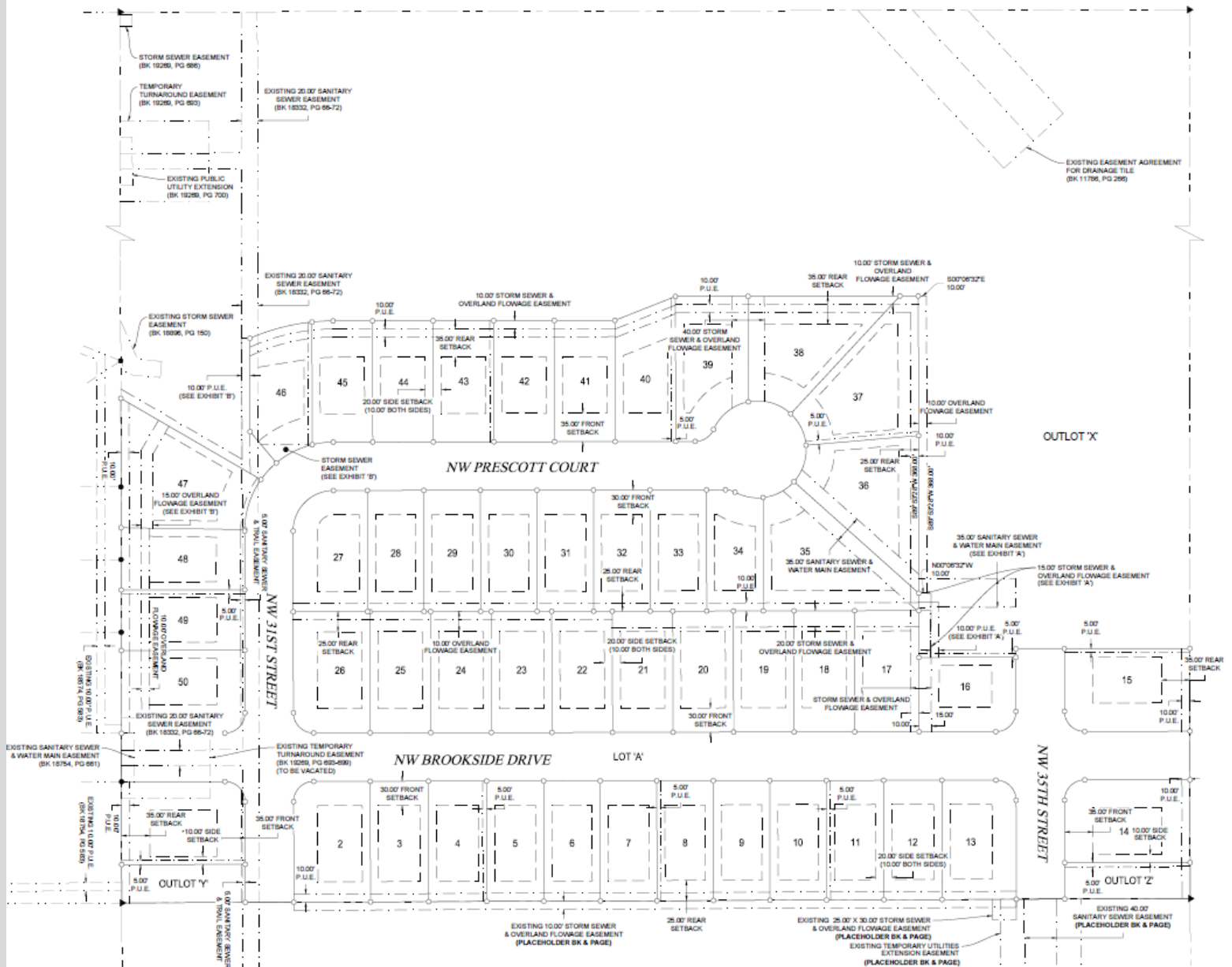
Phase 2 will be developed and platted in the future which will include the dedication of parkland to the City.

All legal documents will need to be submitted and reviewed and final inspection completed prior to City Council approval and plat recording.

The plat will consist of 50 single family lots.

Phase 2 will be developed and platted in the future which will include the dedication of parkland to the City.

All legal documents will need to be submitted and reviewed and final inspection completed prior to City Council approval and plat recording.





Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~August 31, 2023~~

~~September 19, 2023~~

~~September 29, 2023~~

~~December 11, 2023~~

~~January 11, 2024~~

January 18, 2024

McClure Engineering

Attn: Jake Becker

1360 NW 121st Street

Clive, IA 50325

RE: Willow Hills Plat 1 Final Plat

Dear Mr. Becker:

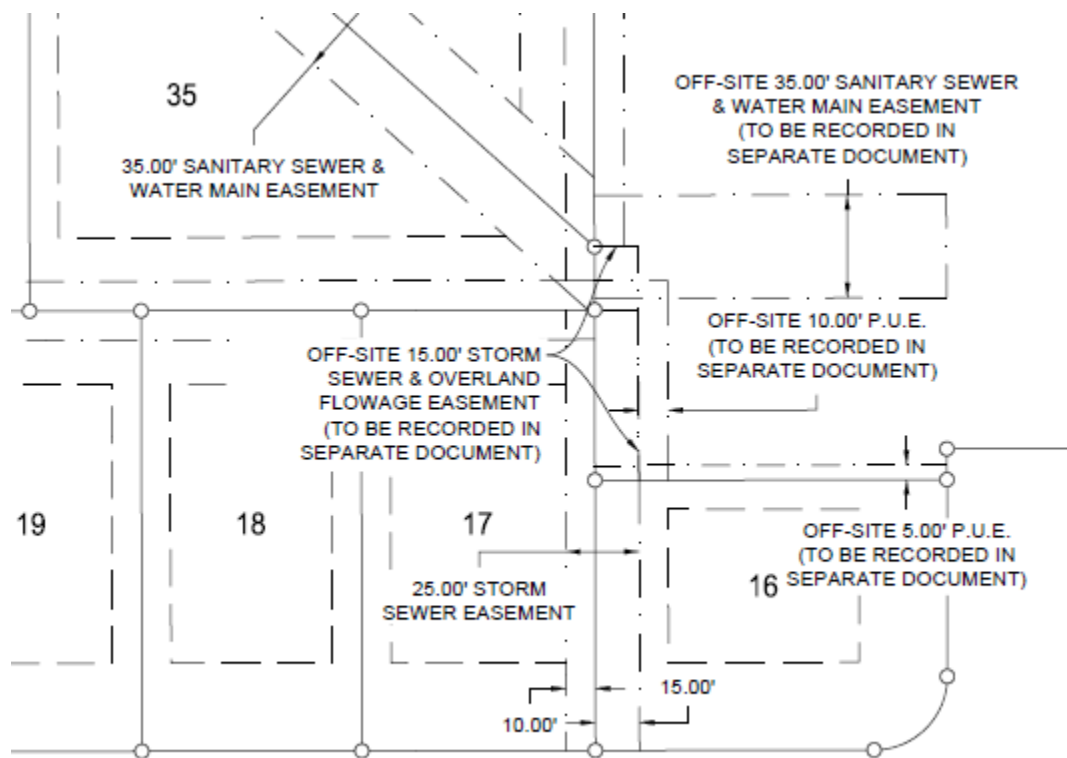
The Development Services Department is in receipt of a proposed Final Plat for Willow Hills North Plat 1. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Provide an MPE sheet signed by the engineer listing the MPE for each lot. Please provide a table with lot numbers and MPEs with an engineer stamp.~~
- ~~2. Label the area in Phase 2 as an outlot.~~
- ~~3. Revise the legal description to cover the entire 40 acres.~~
- ~~4. Add a note that street lot A will be dedicated to the City of Grimes.~~
- ~~5. Add a reference to the zoning change and development agreement BK 19021 PG 797-807.~~
- ~~6. Lot 41-46 are less than the minimum 11,000 sf for the R-1 zone and need to be enlarged. It looks like an extension of 6-7' to the west would fix it. It looks like some of the lots in Phase 2 will need to be adjusted as well.~~
- ~~7. Remove "to be recorded in separate document" from the easements on the Marco Properties property. These documents should be recorded prior to the plat recording~~

and referenced with a BK PG on the plat. Once final easement documents are received, staff can prepare them for Council approval and recording and provide the BK PG.

8. ~~Remove “off site” and “to be recorded in separate document” from the easements on the outlot for the phase 2.~~
9. ~~Is there a difference between the overland flowage easement and the drainage easement? Can these both be named overland flowage?~~
10. ~~Label the storm sewer easement for the subdrain behind Lots 5-13.~~
11. ~~Change NW Crescent Ct to NW Prescott Ct.~~
12. ~~Please update Lot 25 address to 3150. This will prevent potential addressing confusion between Lots 24/25.~~
13. ~~Label storm sewer easement on the west side of Lot 17 as shown in the construction drawings.~~
14. ~~Please move the label for the 15’ storm sewer and overland flowage easement so it isn’t covering the easements.~~



15. Label the overland flowage easement all the way across the north side of Lot 17.
16. Remove the offsite water main easement on the property owned by Marco Properties.
17. Change the off site temporary turnaround easement to “off site temporary turnaround and utilities easement”. Change to “temporary utilities extension easement” since a turnaround will not be constructed.
18. Provide a 10’ storm sewer easement from the storm pipes in the front and rear of Lot 46. The southwest corner should still have an easement 10’ from the pipe to provide room for maintenance.

- ~~a. Owner consent~~
 - ~~b. Mortgagee consent (if applicable)~~
- ~~3. Treasurer's Certificate~~
- ~~4. County Subdivision Name Approval~~
- ~~5. Easement documents and legal descriptions~~
 - ~~a. Offsite Easements Provide easement documents with exhibits showing easement area/dimensions for all offsite easements~~
 - ~~i. Temporary Utilities Extension~~
 - ~~ii. Sanitary Sewer Easement~~
 - ~~iii. Storm Sewer and Overland Flowage Easement~~
 - ~~iv. Overland Flowage Easement Provide easement and include fence language as requested by the City to match the on-site OFE~~
 - ~~b. Willow Hills North LLC~~
 - ~~i. Sanitary Sewer & Trail Easement~~
 - ~~ii. Public Utility Easement~~
 - ~~iii. Storm Sewer Easement~~
 - ~~iv. Overland Flowage Easement~~
 - ~~v. Drainage Easement? (Can this be combined with Overland flowage?)~~
 - ~~vi. Storm Sewer & Overland Flowage Easement~~
 - ~~vii. Sanitary Sewer & Water Main Easement~~
- ~~6. Declaration and Covenants, Restrictions and Easements See attached draft revisions/comments~~
- ~~7. Executed Mid American Energy electric and Black Hills gas distribution agreement.~~
- ~~8. Agreement to Complete with performance bond~~
- ~~9. 4 year maintenance bond~~
- ~~10. Letter from the surveyor confirming that monuments are in place. Confirmation is required prior to issuing a Certificate of Occupancy. Completing in the spring and is an item on the punchlist.~~
- 11. Warranty Deed for streets lots
 - ~~a. The legal description seems a bit unusual—typically we would see the description include verbiage along the lines of “an Official Plat now included~~

~~in and forming a part of the City of ...” Could the legal description be updated to describe Lot A?~~

- b. A transfer tax exemption was not included, which will likely cause problems when recording the deed. Please include an exemption. Typically, Iowa Code 428A.2(6) tax exemption is appropriate. **Staff is verifying with City attorney.**

12. For all easements, please update the following to be consistent with the City template

- ~~a. Add #4 and #10 from the City easement template.~~
- ~~b. Include page for acceptance by the City.~~
- ~~c. Change return address to City of Grimes 101 NE Harvey St Grimes, IA 50111~~
- ~~d. Add language below from the City template.~~
 - ~~i. “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.”~~
 - ~~ii. “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.”~~
- ~~e. Staff may need to update the City Acceptance page for all easements and may need to update the approval section within the easement. These changes should just allow staff to switch out a couple pages without disturbing the owner signature page. Staff will provide a copy of the updated easements for your reference. No changes were required.~~
- f. **Since there is a mortgage on the property, all easements will either need to reference the mortgage (see below language) or the mortgagee consent will need to be updated to reference all easements.**
 - i. **“CONSENT AND SUBORDINATION OF MORTGAGE HOLDER.
_____ is the holder of a Real Estate Mortgage dated _____, and recorded _____, in Book _____ on Page _____ of the Polk County records. By signing this Agreement, _____, its successors and assigns consents to the terms of this easement agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.”**

13. Please revise the overland flowage easement language per the example provided. This will allow fencing to be placed within the overland flowage easement without requiring additional approvals through City Council.
14. Attached are revisions/comments for the easements below.
- a. ~~PUE~~
 - b. ~~Storm Sewer and Overland Flowage Easement~~
15. For the offsite easements, you can delete the Exhibit A legal description and attach the easement exhibit instead.
16. Temporary utility extension exhibit
- a. ~~Please remove “turnaround” from the legal description~~
 - b. ~~Verify 135.26 vs 135.27. The legal description and exhibit drawing don’t match~~

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE:	September 8, 2023 (1 PDF of Final Plat and Legals)
PLANNING & ZONING:	October 3, 2023 at 5:30
COUNCIL MEETING:	TBD at 5:30

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner

INDEX LEGEND	
CITY: GRIMES	
COUNTY: POLK	
TR: SECTION 30, T8N, R25W	
ALIQUOT PART: NE OF THE NW	
PROPRIETOR: WILLOW HILLS NORTH LLC	
REQUESTED BY: WILLOW HILLS NORTH LLC	
SURVEYOR: STEVE ZIMMERMAN	
COMPANY: MCCLURE	
PREPARED BY & RETURN TO: STEVE ZIMMERMAN	
335 SE ORALABOR ROAD	
ANKENY, IOWA 50021 / 515-512-1361	

OWNERS:
WILLOW HILLS NORTH LLC
1615 SW MAIN STREET, SUITE #207
ANKENY, IOWA 50023
PHONE #: (712) 540-3756
ATTN: ERIC BOHNENKAMP

ENGINEER:
MCCLURE
1360 NW 121ST STREET
CLIVE, IA 50325
(515) 964-1229
JBECKER@MCCLUREVISION.COM
ATTN: JAKE BECKER

ZONING:
R-1: 1, 14-15, 38-50
R-2: 2-13, 16-37

*CERTAIN ADDITIONAL REQUIREMENTS APPLY TO PARTICULAR R-2 LOTS WHERE THEY ARE ACROSS FROM R-1 LOTS. SEE SETBACK SUMMARY BELOW FOR DETAILS.

SETBACK SUMMARY:
R-1: SEE LOT BREAKDOWN ABOVE
FRONT SETBACK = 35'
SIDE SETBACK = 7' SINGLE STORY, 10' TWO STORY
REAR SETBACK = 35'

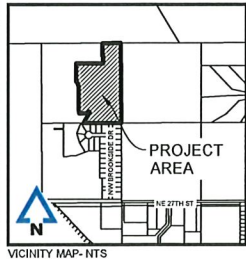
R-2 LOTS ACROSS FROM R-1: LOTS 2, 13, 16, 26-37
FRONT SETBACK = 30'
SIDE SETBACK = 7' SINGLE STORY, 10' TWO STORY
REAR SETBACK = 25'

R-2 LOTS ACROSS FROM R-2: LOTS 3-12, 17-25
FRONT SETBACK = 30'
SIDE SETBACK = 7' SINGLE STORY, 10' TWO STORY
REAR SETBACK = 25'

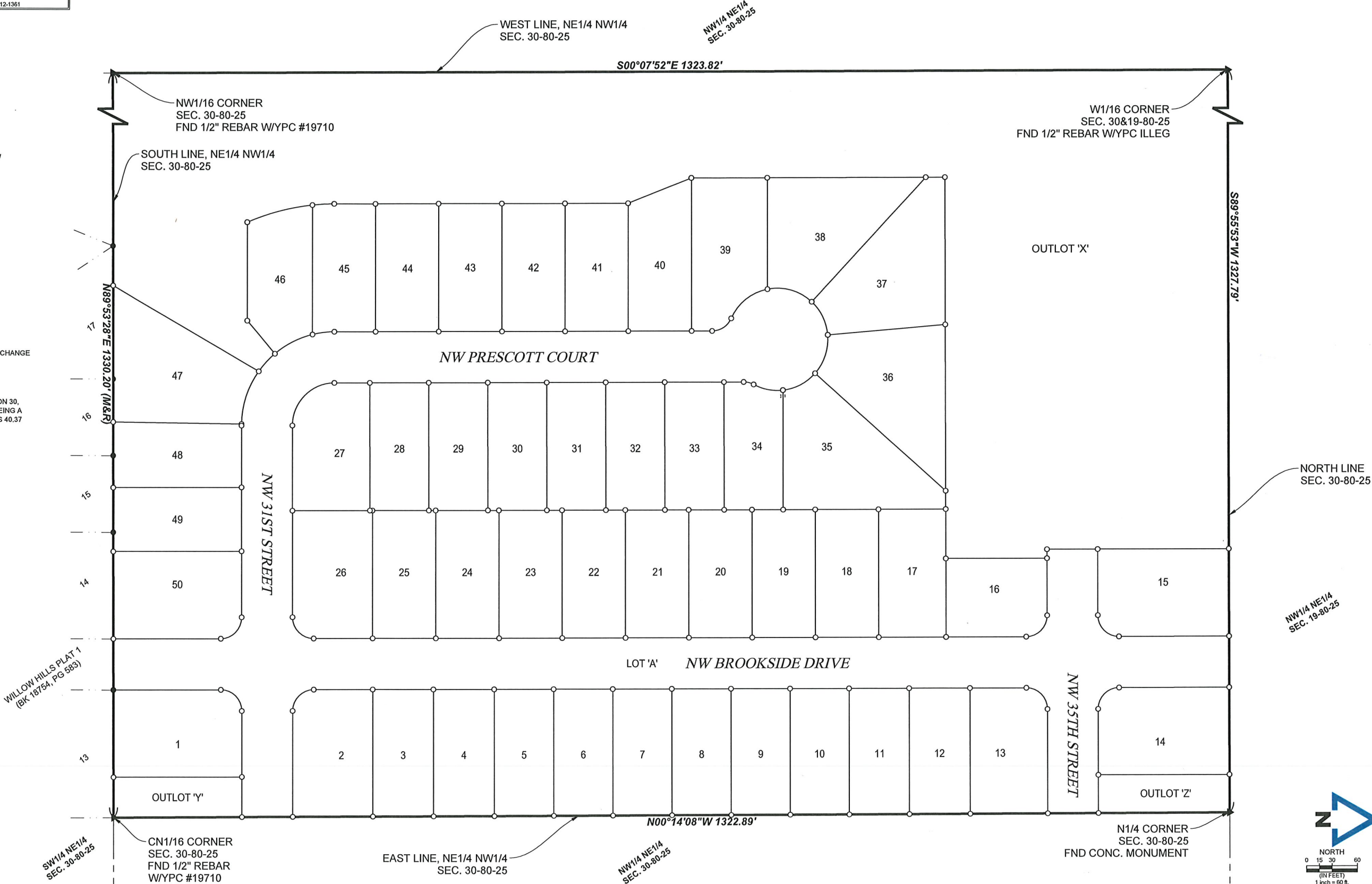
NOTES:
1) THE PROPERTY WAS REZONED FROM A-1 TO R-1 AND R-2 PER THE ZONING CHANGE AND DEVELOPMENT AGREEMENT RECORDED IN BOOK 19021, PAGE 797
2) STREET LOT 'A' TO BE DEDICATED TO THE CITY OF GRIMES FOR PUBLIC RIGHT-OF-WAY PURPOSES.

LEGAL DESCRIPTION:
ALL OF THE NORTHEAST QUARTER OF THE NORTHWEST 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, DESCRIBED AREA CONTAINS 40.37 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

GENERAL LEGEND	
---	SURVEY BOUNDARY
---	PROPOSED LOT
---	EXIST PROPERTY LINE
---	SECTION LINE
---	SETBACK LINE
---	PROPOSED EASEMENT
---	EXIST EASEMENT
MONUMENTS FOUND:	
▲	SECTION CORNER (TYPE AS NOTED)
●	1/2" REBAR W/PC #19710 (UNLESS NOTED OTHERWISE)
○	1/2" REBAR W/PC #26776
✕	CUT X OR MAG NAIL
MONUMENTS SET:	
▲	FOUND
●	ILLEG
○	YPC
✕	PFC
✕	BK, PG
(M)	(R) MEASURED, RECORDED
P.O.B.	PUBLIC UTILITY EASEMENT
P.O.C.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT



WILLOW HILLS NORTH PLAT 1 FINAL PLAT



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

STEPHEN L. ZIMMERMAN II
26776

12/22/23

DATE SURVEYED: December, 2023

PAGES OR SHEETS COVERED BY THIS SEAL: Pages 1, 2, & 3

WILLOW HILLS NORTH
PLAT 1 FINAL PLAT

ENGINEER: BECKER
DRAWN BY: CARLETON
SURVEYOR: ZIMMERMAN

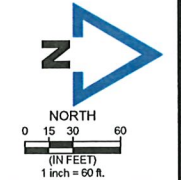
REVISIONS:
10/23/2023
11/15/2023
12/22/2023

CREW CHIEF

GRIMES, IOWA
POLK COUNTY

210851
12/22/2023

SHEET NO.
01/03

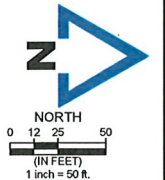
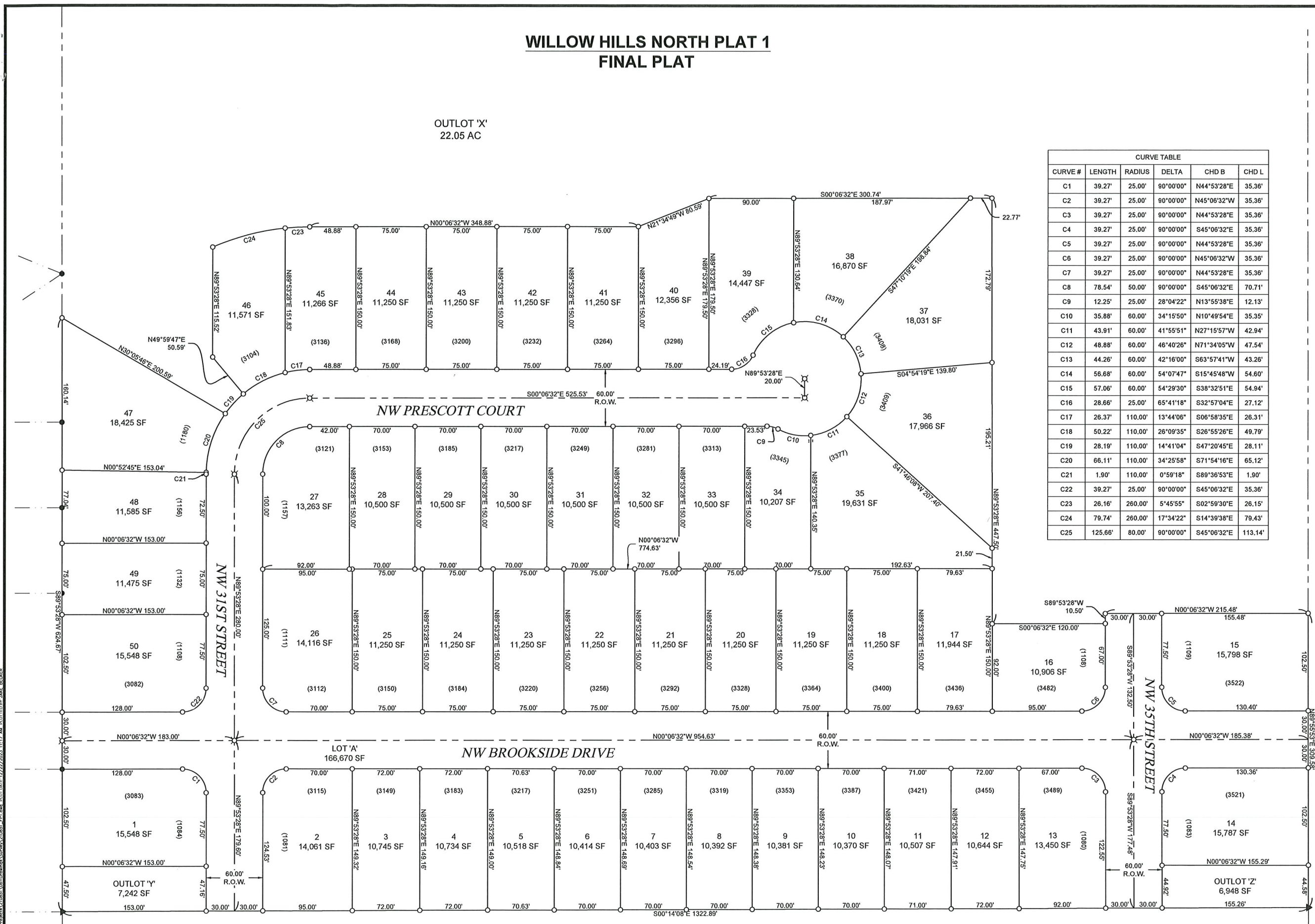


MCCLURE
making lives better.
335 SE Oralabor Road
Ankeny, Iowa
515-512-1361

WILLOW HILLS NORTH PLAT 1
FINAL PLAT

OUTLOT 'X'
22.05 AC

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD B	CHD L
C1	39.27'	25.00'	90°00'00"	N44°53'28"E	35.36'
C2	39.27'	25.00'	90°00'00"	N45°06'32"W	35.36'
C3	39.27'	25.00'	90°00'00"	N44°53'28"E	35.36'
C4	39.27'	25.00'	90°00'00"	S45°06'32"E	35.36'
C5	39.27'	25.00'	90°00'00"	N44°53'28"E	35.36'
C6	39.27'	25.00'	90°00'00"	N45°06'32"W	35.36'
C7	39.27'	25.00'	90°00'00"	N44°53'28"E	35.36'
C8	78.54'	50.00'	90°00'00"	S45°06'32"E	70.71'
C9	12.25'	25.00'	28°04'22"	N13°55'38"E	12.13'
C10	35.88'	60.00'	34°15'50"	N10°49'54"E	35.35'
C11	43.91'	60.00'	41°55'51"	N27°15'57"W	42.94'
C12	48.88'	60.00'	46°40'26"	N71°34'05"W	47.54'
C13	44.26'	60.00'	42°16'00"	S63°57'41"W	43.26'
C14	56.68'	60.00'	54°07'47"	S15°45'48"W	54.60'
C15	57.06'	60.00'	54°29'30"	S38°32'51"E	54.94'
C16	28.66'	25.00'	65°41'18"	S32°57'04"E	27.12'
C17	26.37'	110.00'	13°44'06"	S06°58'35"E	26.31'
C18	50.22'	110.00'	26°09'35"	S26°55'26"E	49.79'
C19	28.19'	110.00'	14°41'04"	S47°20'45"E	28.11'
C20	66.11'	110.00'	34°25'58"	S71°54'16"E	65.12'
C21	1.90'	110.00'	0°59'18"	S89°36'53"E	1.90'
C22	39.27'	25.00'	90°00'00"	S45°06'32"E	35.36'
C23	26.16'	260.00'	5°45'55"	S02°59'30"E	26.15'
C24	79.74'	260.00'	17°34'22"	S14°39'38"E	79.43'
C25	125.66'	80.00'	90°00'00"	S45°06'32"E	113.14'



WILLOW HILLS NORTH
PLAT 1 FINAL PLAT

ENGINEER
BECKER

DRAWN BY
CARLETON

SURVEYOR
ZIMMERMAN

REVISIONS
10/23/2023
11/15/2023
12/22/2023

CREW CHIEF

GRIMES, IOWA
POLK COUNTY

210851
12/22/2023

SHEET NO.
02/03

McCLURE
making lives better.
335 SE Oaklark Road
Arkley, Iowa
515-512-1361

WILLOW HILLS NORTH PLAT 1
FINAL PLAT

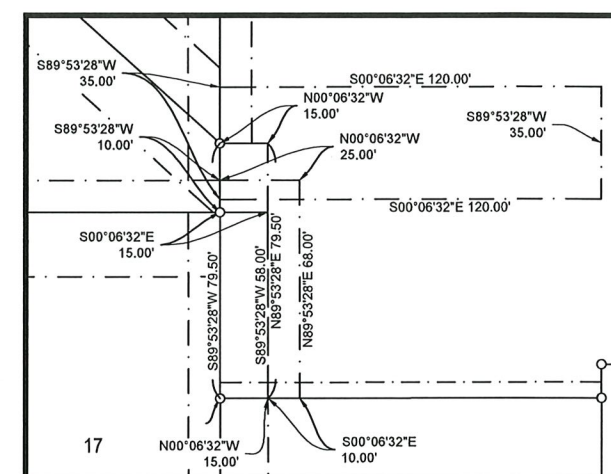


EXHIBIT 'A'
1" = 30'

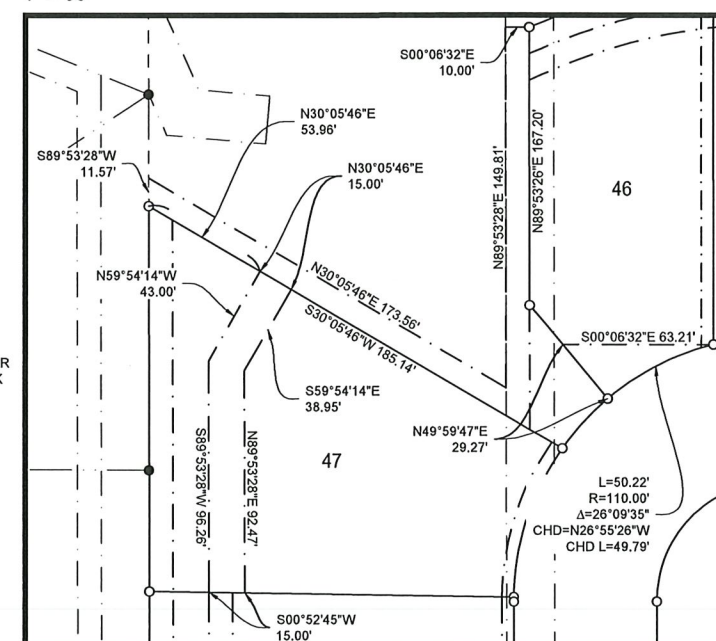
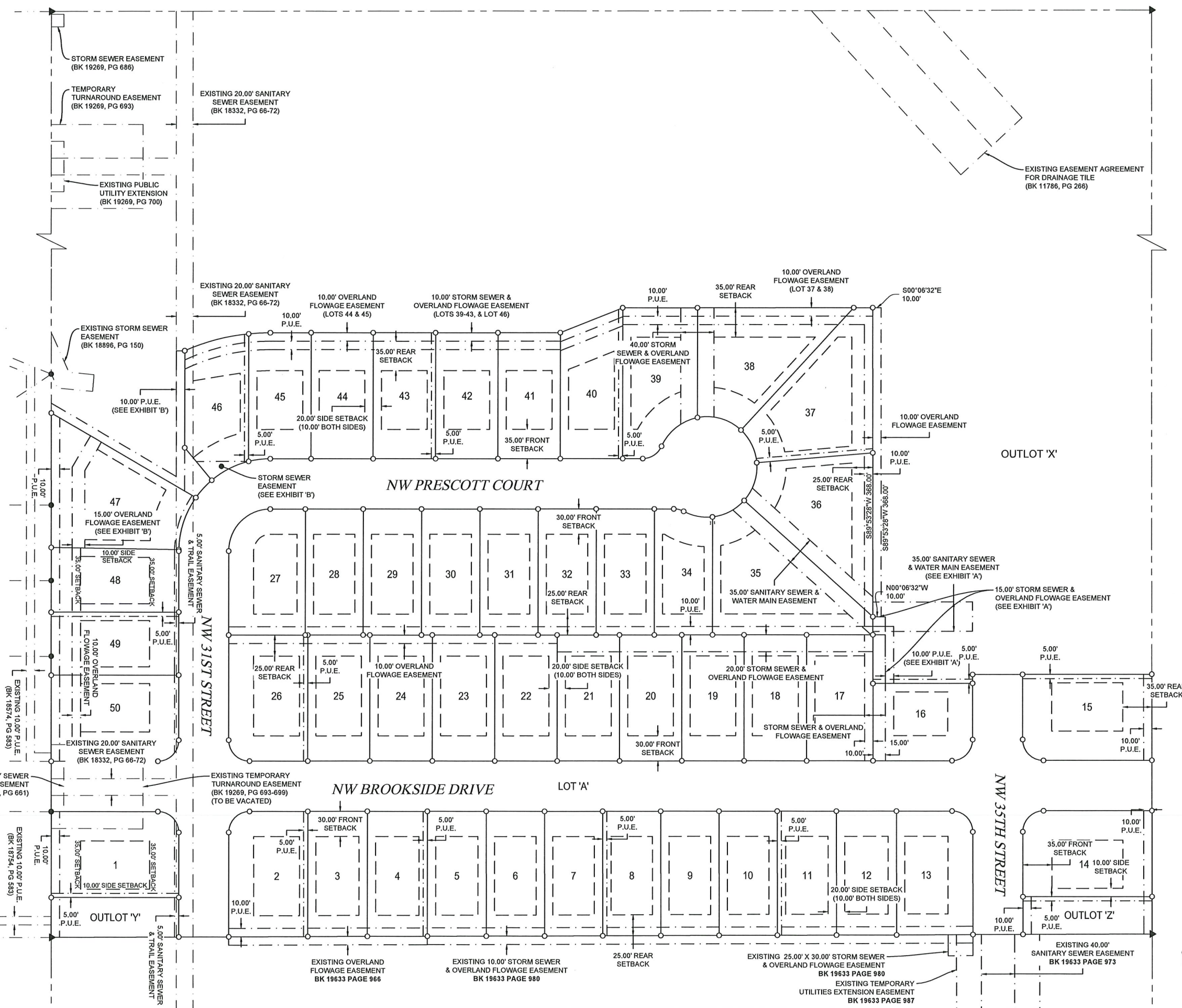


EXHIBIT 'B'
1" = 40'



WILLOW HILLS NORTH PLAT 1 FINAL PLAT			
ENGINEER BECKER	DRAWN BY CARLETON	REVISIONS 10/23/2023 11/16/2023 12/22/2023	GRIMES, IOWA POLK COUNTY
SURVEYOR ZIMMERMAN	CHECKED BY —	DATE 210851 12/22/2023	
SHEET NO. 03/03			



**AGREEMENT TO COMPLETE PUBLIC IMPROVEMENTS
WILLOW HILLS NORTH PLAT 1**

THIS AGREEMENT made and entered into as of the ____ day of _____, 20__ by and between Willow Hills North, LLC ("Developer"), and the City of Grimes, Iowa, an Iowa municipal corporation ("Grimes").

WHEREAS, Developer has submitted to Grimes final plat entitled Willow Hills North Plat 1 ("Plat") for its consideration and approval; and

WHEREAS, Chapter 409A of the Iowa Code provides that Grimes may require Developer to bring all streets to a grade acceptable to the City Council and may also require the installation of sidewalks, paving, sewers, water, gas and electric utilities before the Plat is approved; and

WHEREAS, certain such public improvements have not yet been completed by Developer to the satisfaction of Grimes; and

WHEREAS, Developer is desirous of installing such public improvements in accordance with the regulations and requirements of Grimes and is desirous of having said Plat finally approved by Grimes prior to completion of said improvements subject to the terms and conditions of this Agreement; and

WHEREAS, Grimes is desirous of granting final approval of said Plat subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of Grimes granting final approval of the Plat and in further consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

1. Developer shall complete the work specified in the approved construction plans and drawings for the Plat including the installation of the water, sanitary sewer, storm sewer lines, pavement, streetlights, and detention basins (collectively, the "Improvements"). All work shall be performed in accordance with Grimes specifications and shall be completed prior to July 1, 2024. In the event that the improvements cannot be completed by the agreed upon date, Grimes and the

Developer may mutually renegotiate a new completion date to amend this Agreement.

2. Developer agrees to pay to Grimes upon receipt of a bill therefor, an amount equal to all actual costs incurred by the City of Grimes for legal services, engineering services and services of other persons or entities employed by the City, or any way involved in, the review and inspection of said Plat and public utility extensions contemplated thereby including but not limited to streets, sidewalks, water lines, sanitary sewer lines, storm sewer lines, street lights, electrical lines, gas lines, cable-vision lines, telephone lines, water retention areas and all other improvements intended for public use or benefit or to be constructed or caused to be constructed by Developer.
3. Developer, in order to secure the full and timely completion of the Improvements as defined in paragraph 1 and to secure the payments referred to in paragraph 2 above, hereby delivers unto Grimes a bond in the amount of \$103,742.00 for all Improvements, which bond may be drawn upon by Grimes, in order to complete the Improvements, in the event of a breach of this Agreement by Developer.
5. Developer hereby agrees that Grimes shall not issue any permanent certificates of occupancy within the Plat until the Improvements as defined in paragraph 1 have been completed as set forth in this Agreement.
6. Developer further agrees that at the time the public improvements are accepted, Developer shall cause 4-year maintenance bonds to be issued to the City in connection with the Improvements defined in paragraph 1.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Willow Hills North, LLC

CITY OF GRIMES, IOWA

By: 
Name: Brady J. Stokesberg
Title: Manager

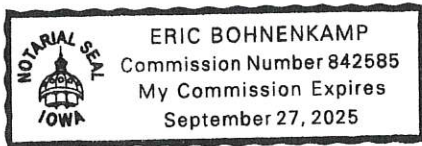
By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 3rd day of January, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brady Stokesbury to me personally known, who, being by me duly sworn, did say that he is the Manager of Willow Hills, LLC, and that said instrument was signed on behalf of the said company by authority of its managers and the said person acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



E Blum
Notary Public in and for the State
of Iowa
My commission expires: 9/27/25

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Notary Public in and for the State
of Iowa
My commission expires: _____

RESOLUTION NO. _____

RESOLUTION APPROVING FINAL PLAT OF WILLOW HILLS NORTH PLAT 1 AND
CERTAIN RELATED AGREEMENTS AND EASEMENTS

WHEREAS, the preliminary plat and accompanying materials for Willow Hills North Plat 1, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa (the "Plat"), have been filed with the City Clerk of the City of Grimes, Iowa, by Willow Hills North, LLC, (the "Developer"); and

WHEREAS, approval of the preliminary plat of the Plat has previously been given by the Grimes City Council at a regular meeting thereof; and

WHEREAS, the Developer has requested final approval of the Plat; and

WHEREAS, the Grimes Planning and Zoning Commission has recommended that the Plat be approved; and

WHEREAS, the Developer has not yet completed the installation of certain Public Improvements to be dedicated to the City, including sidewalks, trails, and mailbox pads in the Plat, and the Developer has entered into an Agreement to Complete Public Improvements; and

WHEREAS, the Developer has submitted to the City of Grimes Warranty Deed for right-of-way located within the Plat; and

WHEREAS, the Developer has filed with the City of Grimes a Declaration of Residential Covenants, Conditions, and Restrictions for the Plat to be recorded with the final plat thereof; and

WHEREAS, the plat of Willow Hills North Plat 1 and the documents relating thereto comply in all other respects with the City of Grimes's Subdivision Ordinance.

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

That the plat of Willow Hills North Plat 1 be and the same is hereby accepted and approved by the City Council of the City of Grimes.

BE IT FURTHER RESOLVED that the City of Grimes does hereby accept the following additional easements to be filed with the Plat:

1. Overland Flowage Easement
2. Public Utility Easement
3. Sanitary Sewer & Water Main Easement
4. Storm Sewer and Overland Flowage Easement
5. Sanitary Sewer and Trail Easement
6. Storm Sewer Easement

BE IT FURTHER RESOLVED that the City of Grimes does hereby accept the Agreement to Complete Public Improvements; and

BE IT FURTHER RESOLVED that the City of Grimes does hereby accept the Warranty Deed for right-of-way.

BE IT FURTHER RESOLVED that the City of Grimes does hereby accept the Declaration of Residential Covenants, Conditions, and Restrictions for the Plat and the City Clerk is directed to file such Covenants with the Plat.

BE IT FURTHER RESOLVED that the required sidewalks and trails within the Plat are not now constructed, provided, however, that in no event shall a certificate of occupancy be issued on a lot within the Plat until all sidewalks on such lot that are required by the Plat are constructed. Issuance of the certificate of occupancy shall constitute the City's acceptance of such sidewalk or trail.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized and directed to execute all other associated agreements and file the final plat of Willow Hills North Plat 1, as well as any other documents related thereto, with the Polk County Recorder.

PASSED AND APPROVED this ____ day of _____, 2024.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Brianna L. Buzick AT0014982
Prepared by: Brianna L. Buzick, 1615 SW Main St., Ste 207, Ankeny, Iowa 50023; (641) 629-0160
Return To: Brianna L. Buzick, 1615 SW Main St., Ste 207, Ankeny, Iowa 50023

Declaration of Residential Covenants, Conditions, and Restrictions

This Declaration is made this 5th day of January, 2024 by **WILLOW HILLS NORTH, LLC**, an Iowa limited liability company the "Declarant").

Whereas, Declarant is the owner of certain real property legally described as follows:

Lots 1-50 in Willow Hills North Plat 1, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa;

Whereas, Declarant is desirous of protecting the value and desirability of the Plat.

Now, therefore, Declarant hereby declares that all property within the Plat shall be held, sold and conveyed and be subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the Plat and shall run with the land and shall be binding on all parties having any right, title or interest therein or an part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I. Definitions. For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided:

- A. "Plat" means the real property described as Lots 1-50 in Willow Hills North Plat 1, an Official Plat, now included in and forming a part of Grimes, Polk County, Iowa.
- B. "Declarant" means Willow Hills North, LLC, an Iowa limited liability company, its successors or assigns.
- C. "Lot" means an individual parcel of land within the Plat.

- D. "Building Lot" means one or more Lots, or one or more Lots and the portion or portions of adjacent platted Lots in the Plat, used for the construction of one dwelling as herein permitted.
- E. "Owner" means the record owner, whether one or more persons or entities of the legal or equitable title to any Lot or Building Lot that is a part of the Plat.
- F. "Outbuilding" means an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed or garden house.
- G. "City" means the city of Grimes, Iowa.

II. Designation of Use. All Lots shall be known and described as residential lots and shall not be improved, used or occupied for other than private residential purposes. No full-time or part-time business activity may be conducted on any Lot or in any dwelling or structure constructed or maintained on any Lot except those activities permitted under the terms of the zoning ordinance of the City.

III. Building Types.

- A. No building or structure shall be constructed, altered, or maintained on any Building Lot other than a detached single-family dwelling with an attached private garage. No mobile home or Manufactured Home as defined in the Code of Iowa shall be placed or erected on any Lot.
- B. No building or structure of any kind shall be moved onto any Lot.
- C. The construction of any building or structure on any Building Lot shall be performed utilizing then acceptable construction methods and procedures, including (but not limited to) on-site "stick-built" construction and/ or off-site modular or panelized construction.

IV. Building Area Design and Construction. No dwelling shall be constructed or permitted to remain upon any Lot unless the design and location is in reasonable harmony with existing structures and unless it meets the following requirements:

- A. Plat 1 Lots 1, 14-15, and 38-50 shall conform to the following standards:
 - 1. One story and ranch dwellings must have not less than 1,600 square feet, excluding basement.
 - 2. One and one-half story, split-level, and split foyer dwellings must have finished area of not less than 1,800 square feet, excluding basement.
 - 3. Two story dwellings must have finished area of not less than 2,000 square feet, excluding basement.
- B. Plat 1 Lots 2, 13, 16 and 26-37 shall conform to the following standards:
 - 1. One story and ranch dwellings must have not less than 1,450 square feet, excluding basement.
 - 2. One and one-half story, split-level, and split foyer dwellings must have finished area of not less than 1,650 square feet, excluding basement.
 - 3. Two story dwellings must have finished area of not less than 1,800 square feet, excluding basement.

- C. Plat 1 Lots 3-12 and 17-25 shall conform to the following standards:
1. One story and ranch dwellings must have not less than 1,350 square feet, excluding basement.
 2. One and one-half story, split-level, and split foyer dwellings must have finished area of not less than 1,650 square feet, excluding basement.
 3. Two story dwellings must have finished area of not less than 1,650 square feet, excluding basement.
- D. No building shall be erected on any Lot unless the design and location is in harmony with existing structures within the Plat as determined in the building plans review process described below.
- E. In computing total finished area, the same shall not include any finished area that has floor below the exterior grade.
- F. In the computation of floor area, the same shall not include any porches, four-season porches, breezeways, or attached or built-in garages.
- G. All exterior painted portions of any dwelling, garage or outbuilding located on any Lot shall be finished with one of the colors designated in writing by Declarant as an Acceptable exterior color. All exterior painted proportions of dwelling that are repainted shall be repainted in one of such colors.
- H. All roof material shall be architectural shingles or higher quality with a minimum 30-year warranty. Shingle colors shall be muted earth tones and be compatible with and complimentary to the exterior materials and colors of the building structures.
- I. Dwellings constructed must be constructed using hardboard siding by LP SmartSide, James Hardie Plank, or other brands that allow for customization of color, texture and material as approved in writing by Declarant.
- J. All structures shall blend in with the terrain rather than contrast with it. The use of natural materials is required. i.e., stained wood, stone, brick and warm-toned shingles, as well as soft, earth-tone colors. A minimum of ten percent (10%) of the front of each home must have a form of the aforementioned natural materials. All exposed concrete foundation on front elevations only must be covered with brick, stone, veneered or stucco textured, as approved by the Developer; provided, however, that other foundation sides may be exposed but not to exceed twenty-four (24) inches above grade. Any additional use of natural materials is encouraged, but not required. Any exposed portion of a foundation as permitted herein shall be painted to match the remainder of the structure. All structures shall be shingled with materials and be in colors acceptable to the Declarant.
- K. All buildings, structures or improvements of any kind must be completed within twelve (12) months of the commencement date of construction.
- L. If a minimum basement elevation requirement is shown on the recorded final plat for any Lot, the dwelling upon such Lot shall have a finished basement floor elevation as shown the recorded final plat.

- M. Declarant shall have the option to require Declarant's soil engineer to approve and monitor all soil excavation during excavation of basements for dwellings constructed upon any Lot.
- N. The only acceptable colors for exterior portions of any dwelling unit, garage or Outbuildings located on any Lot are earth tone colors. Notwithstanding this written designation, the Declarant reserves the right to accept colors which are not earth tone colors in Declarant's sole subjective discretion and only upon Declarant's written approval.
- O. The purchase of a Lot shall, at the purchaser's expense, install public sidewalks in accordance with specifications of the City upon the earlier of the date the dwelling is built upon the Lot, or within one year of purchase of the Lot from Declarant.

V. **Architectural Review.** No building or structure, nor any addition or alteration thereof, shall be constructed or substantially altered on any Building Lot unless and until a design plan and site plan (collectively the "Plans") have been submitted to and approved by Declarant. The Plans shall contain details of designs, color scheme, elevation, site grade, landscaping, fencing, roofing, sidewalks, driveways, and other similar matters. The Plans shall also state the type of construction, including external details and materials. Declarant shall within thirty (30) days from the date of submittal of the Plans, deliver to the Owner written approval of rejection of or required changes to the Plans. The intent of this provision is to ensure that buildings and structures are developed in reasonable harmony within the Plat and that the covenants, restrictions, and conditions contained herein are met in connection with such development. Declarant may terminate requirements of this provision at any time, in its sole and absolute discretion, by recording notice of such termination.

VI. **Garages and Driveways.** All dwellings shall have a portland cement concrete driveway not less than 16 feet in width and running from the city street to the garage. No garage doors over ten feet in height are permitted. The following requirements apply to number of garages on a per dwelling basis:

- A. Plat 1 Lots 1, 2, 13-16 and 26-50 shall have a minimum three (3) car garage.
- B. Plat 1 Lots 3-12 and 17-25 shall have a minimum of a two (2) car garage.

VII. **Temporary and Other Structures; Certain Uses.** No temporary building or structure shall be built or maintained on any Lot. No camper, motor home, watercraft, trailer, unfinished dwelling basement, tent, shack, garage, or Outbuilding shall be used at any time as a dwelling. No vehicle with a gross vehicle weight greater than 7,000 pounds, and no camper, motor home, watercraft, trailer, or mechanical equipment may be parked or maintained on any Lot (except inside a garage) or on the public street, other than on a temporary basis; provided that this restriction shall not apply to trucks, equipment or trailers used in connection with construction of or rebuilding of a dwelling on a Lot. Temporary shall mean no more than a total of thirty (30) days per year. At no time shall a

vehicle or any mobile equipment be disassembled, repaired, or serviced on any Lot, except inside a garage or dwelling.

- VIII. Fences.** No fences or other structures may be built or maintained within the front building setback areas as shown on the Plat as recorded and no fences shall be built or maintained in front of the front line of the residential dwelling extended to the side Lot lines. The fence fabric or fence screening material shall be mounted on the exterior face of the fence posts or fence framing. No chain link fence, including chain link fence around a dog run, is permitted unless it is a black vinyl clad fence. All fences shall be kept in good repair and attractive appearance. No fence shall exceed six (6) feet in height. Pool fences shall be landscaped and screened with shrubs or bushes.
- IX. Decks.** Decks attached to a dwelling must be constructed from cedar, redwood, treated lumber, composite decking, or other products approved by Declarant. All decks shall be kept in good repair and attractive appearance.
- X. Sod and Trees.** Within sixty (60) days of completion of a dwelling upon a Lot, the Lot shall be fully sodded (except where the topography, conservancy districts, creek slopes or tree cover does not permit such sodding). If weather conditions make this requirement impossible to meet, Declarant shall establish a reasonable period of time for compliance. Within sixty (60) days of completion of a dwelling upon a Lot, a minimum of two (2) trees shall be planted on the Lot (and one tree must be located in the front yard) having a diameter measuring at least 2" and measuring at least 6' vertically from the ground level. The Party purchasing the Lot from the Declarant shall satisfy this requirement and shall not transfer the responsibility to the party who first occupies the dwelling as a residence.
- XI. Erosion Control and Storm Water Discharge Permitting Requirements.** The Owner of each Lot, whether vacant or improved, their agents, assigns, heirs and/or building contractors shall take all necessary precautions to prevent, stabilize and/or control erosion on their Lot and the Plat, to prevent sediment migration and soil erosion from extending beyond the boundaries of their Lot and the Plat, and, in the event it occurs, to promptly clean up all eroded sediment and to restore all affected areas to their original condition. Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The Owner shall be solely responsible for the Lot with respect to compliance with all terms, provisions and requirements of any NPDES Storm Water Discharge Permit No. 2 and any storm water Pollution prevention plans which includes the Lot. During the ownership of the Lot, Owner shall protect, defend, indemnify and hold the Declarant and other Owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys and consultant fees caused by, or in any manner related to (i) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot and/or (ii) any alleged violation of any NPDES or storm water discharge rule or regulation. The Owner and/or person in possession of each Lot whether vacant or improved, shall, at

closing of any sale or conveyance of a Lot, execute an agreement complying with all applicable Federal, State, and local erosion control regulations, laws and ordinances and permits which pertain to the Plat, including, but not limited to, becoming a transferee of the Iowa Department of Natural Resources NPDES General Permit No. 2 (the "Permit"). If Declarant, or any Lot or Lot Owner is cited for an alleged violation of any erosion control regulations, laws or ordinance provisions which occurs after closing of any sale of conveyance of a Lot by any jurisdictional authority for a condition on or from the Plat, the Owner shall indemnify and hold Declarant harmless from any and all claims, damages, fines, attorney fees, assessments, levies, and/ or costs incurred by Declarant related to the citation.

- XII. Easements.** Easements for installation and maintenance of utilities, monument sign (if any), landscape buffer zones (if any), bike trails (if any), mailbox cluster units (if any), and drainage facilities are reserved as shown on the Plat as recorded. The Owner and/ or occupant of each Lot, jointly and severally, shall at the expense of such Owner and/ or occupant, maintain, keep, and preserve that portion of the easement within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building, structure or other improvement of any kind within the easement areas (except customary ground cover) which might interfere in any way with the use, maintenance, replacement, inspection or patrolling of any of the utilities, monument sign (if any), landscape buffer zones (if any), bike trails (if any), mailbox clusters units (if any) and drainage facilities within such easements areas. Any berm and/ or swale constructed for drainage purposes shall be preserved and maintained to accomplish the purposes for which it was constructed.
- XIII. Nuisances.** No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance, either temporarily or permanently.
- XIV. Signs.** No sign of any kind shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except (i) street markers, traffic signs, or any signs installed by the City by other governmental entities, or by Declarant, (ii) signs which have been approved by Declarant in writing not exceeding 144 square inches in area on which there shall only be exhibited the street number and/ or the name of the resident, (iii) a customary sign (one per Building Lot) advertising a Building Lot or dwelling for sale, not exceeding 1,296 square inches, and (iv) signs which have been approved by Declarant in writing advertising the builder or for promotional or marketing purposes. In the event that any signs other than those described above shall be placed or exposed to view on any Lot, the agents of the Declarant are hereby given the right to enter upon such Lot and remove such signs. Declarant reserves the right to install entrance and directional signs with respect to the Plat, at locations and of design determined by the Declarant in a manner consistent with the ordinance of the City.

- XV. Trash Receptacles.** No trash or garbage cans shall be permitted to be placed on a Lot outside a dwelling, garage or Outbuilding unless hidden by an attractive screen of suitable height, or unless sunken to ground level in a hole lined with permanent cribbing. Trash or garbage cans may be permitted within screening that also covers the A/ C unit. However, unscreened trash in a property container and/ or bags shall be allowed to be placed on a Lot outside a dwelling, garage or Outbuilding no earlier than twelve (12) hours prior to a scheduled pick up of such trash. Such unscreened trash containers must be returned to the screened area or underground location or inside a dwelling, garage or Outbuilding, within twelve (12) hours following the scheduled pick up of such trash. The following photo is used to illustrate proper screening.



- XVI. Utilities.** All utility connection facilities and services shall be underground.
- XVII. Towers and Antennas.** No exterior transmission tower, antenna or television transmission dish of any kind shall be constructed, installed, modified, or permitted on the ground, on dwellings, on garages or on Outbuildings. Notwithstanding the foregoing, an exterior tower, antenna or receiver dish which is twenty-four (24) inches or less in diameter shall be permitted. No more than one (1) such exterior tower, antenna or receiver dish shall be permitted on each Lot. No more than one (1) penetration in the dwelling shall be permitted for the cable from such exterior tower, antenna or receiver dish. No other exterior towers or antenna shall be constructed, installed, modified or permitted on the ground, on dwellings, on garages or on Outbuildings.
- XVIII. Maintenance.** The owner and/ or occupant of each Lot shall jointly and severally be responsible to keep the same free of trash, weeds and debris and to keep the lawn and

landscaping well maintained and healthy, including (but not limited to) maintaining the lawn at a height not to exceed six (6) inches (except in "no mow Zones" if applicable). The Owner and/ or occupant of each Lot shall jointly and severally be responsible to maintain the exterior of any dwelling, the driveway, fences, screening and all other improvements.

- XIX. Certain Animals Prohibited.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats, and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than a total of three (3) dogs and/ or cats be kept at any one Buildings Lot at any one time. Dogs must be either kept in the dwelling or in a shelter aesthetically compatible with the dwelling and surrounding areas, and dog runs, if any, must be completely screened or otherwise hidden from view from any other Lot and all streets within the Plat. All pets must be leashed and under the control of its owner if not tied up or kept within a fenced yard.
- XX. Accessory Structures.** Each Building Lot may have no more than one (1) customary and traditional accessory structures such as a tool shed, garden house, in-ground swimming pool, tennis court and the like. Any trash receptacle, or tool shed, garden house, or other Outbuilding of like nature, shall be properly screened by a privacy fence and/ or shrubbery from street view. No above ground or non-permanent swimming pools shall be permitted on any Lot.
- XXI. Surface Water.** The topography of the Plat is such that surface water may flow from certain Building Lots onto other Building Lots. In regard to all matters concerning surface water, each Building Lot shall be subject to and benefited by such easements as may exist from the flowage of surface water under the laws of the State of Iowa, as maybe in effect from time to time; and all Owners shall have such rights and obligations with respect thereto as may be provided by such laws.
- XXII. Mailboxes.** Neighborhood mailbox cluster units shall be installed by the Declarant according to the United States Postal Service regulations. The Owner and/ or occupant of the Lot(s) on which a mailbox cluster unit is located shall be responsible for removal of snow and ice which would obstruct access to the mailbox cluster units by the mail carrier and other owners.
- XXIII. Light Poles.** No light poles shall be used or placed upon any Lot that extend more than ten (10) feet above the grade. All light poles shall be of residential design. All pole lights shall be positioned and directed so as not to directly shine onto an adjoining Lot or constitute a nuisance to any adjoining Lot Owner.

XXV. Homeowners Association.

A. Definitions. In addition to the definitions set forth above, the following terms shall have the following definitions, except as otherwise specifically provided:

1. "Association" means Willow Hills North Owners Association, its successors and assigns, a non-profit corporation organized pursuant to Chapter 504 of the Code of Iowa.
2. "Association Responsibility Elements" means the following:
 - i) All signs, monuments, landscape buffer zones, fountains and similar entrance features and the landscape plantings and materials surrounding the entrance sign utilized by the Plat and any plats added to the Association in the future, and
 - ii) All landscape plantings and materials located in the common area of the Plat. All landscape plantings and, or lawn areas located in the green space and private area within the Plat (if any) and any plats added to the Association in the future; and
 - iii) All Common Areas located within the Plat and any plats added to the Association in the future; and
 - iv) All bio-retention, rain garden and wildflower plantings located in the drainage retention easements located within the Plat and any plats added to the Association in the future; and
 - v) All ponds and water detention basins and any fowl that habitat thereon located within the Plat and any plats added to the Association in the future, if any; and
 - vi) Those "no mow zones" located within the Plat (if any) and any plats added to the Association in the future, whether fully or partially located upon any Lot or Common Area; and
 - vii) Mailbox cluster units, if any;
 - viii) Detention facility (as shown on the applicable final plat map).
3. "Board of Directors" means the Board of Directors of the Association
4. "Common Area" means any real property within the Plat and any plats added to the Association in the future, to which the Association holds title, together with any improvements thereon, for the common use, enjoyment, and benefit of the Owners.
5. "Member" means those persons entitled to membership in the Association as provided in the Declaration.
6. "Articles of Incorporation" means the Articles of Incorporation for the Association, which are attached as Exhibit "A" to this Declaration.
7. "Bylaws" means the governing Bylaws for the Association, which are attached to this Declaration as Exhibit "B".

B. Membership and Voting.

1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment

hereunder. Ownership of a Lot shall be the sole qualification for membership.

2. Voting. Subject to provisions hereof, the Owners of a Lot shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot.
 3. Declarant as Sole Voting Member. Notwithstanding any other provision of this Declaration, Declarant shall be the sole voting Member of the Association until Declarant no longer owns any portion of any Lot, or until Declarant waives, in writing, its right to be the sole voting member, Declarant shall have the right to elect all Directors and to cast all votes as it deems appropriate. Each Owner by acceptance of a deed to a Lot shall be deemed to have released Declarant from all claims with respect to actions taken or not taken while Declarant controls the Association.
 4. Board of Directors. The Members entitled to vote shall elect a Board of Directors of the Association as prescribed by the Bylaws of the Association. The Board of Directors shall manage the affairs of the Association.
 5. Suspension of Voting Rights. The Association shall suspend the voting rights of a Member for any period during which any assessment hereunder against his/her/its Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations.
- C. Covenant for Maintenance Assessments.
1. Creation of the Lien and Personal Obligation of Assessments. Declarant hereby covenants for each Lot and the Owner of each Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) a prorated annual assessment and (2) special assessments to be established and collected as hereinafter provided. The annual assessment and special assessments, together with late fees, interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be continuing line upon the property against which each such assessments are made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall further by the joint and several personal obligation of each person who was the Owner of such property at the time when the assessment became due.
 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Owners within the Plat; for improvement, maintenance, repair,

replacement, removal, and demolition of the Association Responsibility Elements; for payment of insurance, utility expenses, salaries, and real estate taxes and assessments associated with the Association, the Association Responsibility Elements and the Common Area; and for the other purposes specifically provided herein.

3. Maximum Annual Assessment. The Board of Directors shall establish the maximum annual assessment to be assessed against each Lot, which assessment shall include a pro rata portion of the amount of real estate taxes and special assessments payable by the Association. Rates for both annual assessments and special assessments must be fixed at a uniform rate for all Lots. The Board of Directors shall fix any increase in the amount of the annual assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of the increase in the annual assessment, special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto.
4. Reserve Fund. A portion of such annual assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair, replacement, removal and demolition of the Association Responsibility Elements and any capital improvement that the Association is required to maintain. Notwithstanding the foregoing, Declarant may use any reserve funds, if established, to defray operating costs as it deems appropriate.
5. Special Assessments for Capital Improvements and Operating Deficits. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacement, removal or demolition of a capital improvement that the Association is required to maintain or for operating deficits that the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the Members who are voting in person or by proxy at the meeting duly called for this purpose.
6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each respective Lot on the first day of the first month following the date of conveyance of a Lot by Declarant. Upon such conveyance, the annual assessment and special assessments prorated to December 31 must be paid to the Association. The Board of Directors shall establish the due dates for all assessments. All payments shall be made on or before the due date. Both annual assessments and special assessments shall be

collected by the Association, in advance, in annual installments due on January 1.

7. Declarant Exempt from Assessments. Declarant shall not be liable for annual or special assessments upon Lots owned by it. Declarant is not responsible for the establishment of a budget as long as Declarant is the sole voting member of the Association. The Association and Declarant are not required to submit statements for assessments to any Owner.
 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of 15% per annum or at the highest rate allowed by Iowa law, whichever is lower. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of said assessment all cost and expenses incurred by the Association in collecting said assessments, including reasonable attorney's fees, whether or not legal action is required in connection therewith. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.
 9. Subordination of Assessments Liens. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The assessment shall be paid prior to or at the closing of sale or transfer of any Lot. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. The failure of any Owner to pay assessments as provided in this Article shall not constitute a default under a mortgage insured by the Federal Mortgage Agencies.
 10. Assessment Certificate. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in a recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.
- D. Maintenance by Association, Common Area and Insurance.
1. The Association shall provide all maintenance, repair, replacement, restoration, removal and demolition of the Association Responsibility

Elements, including (but not limited to) all necessary painting, repairs, replacements and care of mailbox cluster units, signs, monuments, fountains and other structures. In the case of lawns, shrubs, trees, and other elements of landscaping, the Association shall perform all routine maintenance, including (but not limited to) all necessary mowing, trimming, and replacement of landscaping, and use of pesticides to control infestation of weeds and insects. In the event that the need for maintenance or repair is caused through the willful or negligent act of any Owner, or the owner's family, guests, invitees, agents or contractors, the cost of such maintenance or repairs shall be assessed to such Owner.

2. Maintenance of Common Area. The Association shall be the owner of the Common Area and shall timely pay all real estate taxes and assessments levied against the Common Area. Declarant hereby covenants for itself, its successors and assigns that it shall convey to the Association the fee title to the Common Area free and clear of all mechanic's liens or any liens or encumbrances whatsoever, except covenants, easements, conditions and restrictions whether or not of record or created by this Declaration or granted to any public authority.
3. Contracts and Agreements. The Board of Directors, in its sole discretion, shall enter into any contract, agreement, lease, management contract, employment contract or lease of recreational equipment and facilities, engage the service of and discharge any manager, activities director, managing agent, independent contractor or other employee as it deems necessary. The Board of Directors, in its sole discretion, shall determine the duties and compensation of such persons so employed.
4. Maintenance of No Mow Zones. The Association shall maintain the "No Mow Zones" (if any) in a manner consistent with the zones being planned and used for drainage ways, wetlands and other uses consistent with providing the property drainage for the Plat and surrounding areas.
5. Insurance. The Association may purchase and maintain a comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall insure the Association and the Owners against claims relating to the Association Responsibility Elements. The Association shall by the premiums for all such insurance hereinabove described and the cost thereof shall become a part of the annual assessments.
6. Access for Maintenance. The Association and its agents, employees or contractors shall have the right of reasonable access for ingress and egress over, across or through each Lot for the purpose of performing

its maintenance obligations of the Common Area and Association Responsibility Elements.

7. Detention Facility Maintenance. The Association shall be responsible for construction and maintenance of any and all required detention facilities within the Plat.
8. The Association shall maintain in particular the following areas. The Association's maintenance responsibilities are not limited by this section.
 - i) Plat 1 – Outlot Z Maintenance
 1. Annual mowing
 - ii) Plat 1 – Outlot Y Maintenance
 1. Annual Mowing
 - iii) Plat 1 – Outlot X Maintenance
 1. Detention Basin Maintenance
 2. Annual Mowing

XXVI. Addition of Property.

- A. Conveyance of Additional Common Area and Additional Responsibility Elements. Declarant shall have the right at any time to convey additional Common Area to the Association or to add additional Association Responsibility Elements. Nothing in this Section, however, shall be deemed to be an obligation on the part of Declarant to convey additional Common Area to the Association in the future. The Association shall be obligated to accept any additional Common Area so conveyed by Declarant and to hold and maintain the additional Common Area pursuant to the terms of this Declaration.
- B. Subjecting Additional Land to Declaration. Declarant shall have the irrevocable right to subject additional land to the terms of this Declaration at any time in the future without the consent of the Association. The additional land shall be automatically subject to the applicable terms and conditions of this Declaration and Owners of Lots within the additional land shall automatically become Members of the Association in the same fashion as described in this Declaration and shall be subject to the same applicable terms, conditions, duties and assessments as described in this Declaration. Declarant shall signify the addition of land by filing an amendment to this Declaration with the Recorder. No approval of the Association or any other person shall be necessary.

XXVII. Enforcement of Covenants. This Declaration shall be deemed to run with the land, and the Declarant, successor to the Declarant, Association, or the Owner of any Lot may bring an action in any court of competent jurisdiction to enforce this Declaration to enjoin its violation or for damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity, and shall further be entitled to recover reasonable legal fees and

costs if the Declarant, successor Declarant, Association or Owner prevails in any such action.

XXVIII. Amendments of Covenants. The easements granted herein shall be perpetual in nature. All covenants, conditions, restrictions and reservations created by this Declaration shall run with the land and shall be binding upon all parties claiming under them for the maximum period allowed by law, subject to the right of Owners under Section 614.24 of the Iowa Code to file a verified claim in the office of the County Recorder to extend the effectiveness of these covenants for successive periods of twenty-one (21) years each on or before the twenty-first anniversary of the filing of this Declaration and prior to the twenty-first anniversary of the filing of the last verified claim. Invalidity of any of the covenants, conditions, and restrictions of this Declaration by judgment or decree shall in no way effect any of the other provisions of this Declaration, but the same shall remain in full force and effect.

XXIX. Period of Covenants. The easements granted herein shall be perpetual in nature. All covenants, conditions, restrictions and reservations created by this Declaration shall run with the land and shall be binding upon all parties claiming under them for the maximum period allowed by law, subject to the right of Owners under Section 614.24 of the Iowa Code to file a verified claim in the office of the County Recorder to extend the effectiveness of these covenants for successive periods of twenty-one (21) years each on or before the twenty-first anniversary of the filing of this Declaration and prior to the twenty-first anniversary of the filing of the last verified claim. Invalidity of any of the covenants, conditions, and restrictions of this Declaration by judgment or decree shall in no way effect any of the other provisions of this Declaration, but the same shall remain in full force and effect.

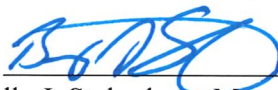
XXX. Enforcement and Waiver.

- A. In the event that any one or more of the foregoing covenants, conditions or restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the other covenants, conditions and restrictions not so expressly held to be void, all of which shall continue unimpaired and in full force and effect
- B. The Plat shall also be subject to any and all rights and privileges of the City, now held or hereafter acquired, by dedication or conveyance, or by reason of the platting and recording of the Plat, or by this Declaration or by law. Wherever there is a conflict between this Declaration and the zoning ordinance of the City, the more restrictive shall be binding.
- C. This Declaration shall not be applicable to property dedicated to the City, and the City may allow appropriate public use on city-owned property within the Plat.

D. This Declaration may be assigned by the Declarant to a successor in interest by written instrument executed by both parties and filed with the County Recorder.

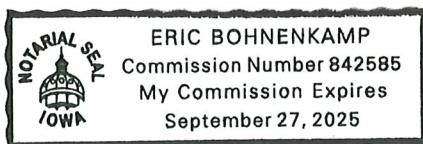
IN WITNESS WHEREOF, this Declaration of Residential Covenants, Conditions and Restrictions, was made the date first written above by the Declarant.

WILLOW HILLS NORTH, LLC
An Iowa Limited Liability Company

By: 
Bradly J. Stokesbary, Manager

STATE OF IOWA, COUNTY OF POLK:

This instrument was acknowledged before me on January 5th, 2024 by
Bradly J. Stokesbary, as Manager of Willow Hills North, LLC.



By: 
Notary Public

BYLAWS OF WILLOW HILLS NORTH OWNERS ASSOCIATION INC.

ARTICLE I. OFFICES AND REGISTERED AGENT.

Section 1. 1. Principal Office. The location of the principal office of the corporation in the State of Iowa will be identified in the corporation's biennial report filed with the Iowa Secretary of State.

Section 1.2. Registered Office and Registered Agent. The initial registered agent and office of the corporation are set forth in the Articles of Incorporation. The registered agent or registered office, or both, may be changed by resolution of the board of directors.

ARTICLE II. DEFINITIONS.

Unless the context otherwise requires, the terms used herein shall have the meanings stated and set forth in the Declaration of Covenants.

Section 2.1. "Association" shall mean and refer to **Willow Hills North Owners Association Inc.**, its successors and assigns.

Section 2.2. "Declarations" shall collectively mean and refer to the Declaration of Homeowners Association for Willow Hills North.

Section 2.3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any subject parcel of real estate in Polk County, Iowa.

Section 2.4. "Parcel" shall mean and refer to any lot or series of lots located in Willow Hills North Subdivision Plat 1 (or additional properties in future plats that may be added by amendment) in Polk County, Iowa upon which a residential structure has been or may be constructed, and which is subject to the Declaration.

ARTICLE III. MEMBERS.

Section 3.1. Classes of Members. Initially, the corporation shall have one class of members. Additional classes of members may be created by amendment to these bylaws. The designation of each class and the qualifications and rights of the members of such class shall be as set forth in these Bylaws.

Section 3.2. Initial Members. The initial members of the Corporation shall consist of the owners of parcels who have executed the Declaration of Covenants, Conditions, and Restrictions for **Willow Hills North Owners Association Inc.**

Section 3.3. Voting Rights. Each owner shall be entitled to one vote.

Section 3.4. Transfer of Membership. Upon execution of the Declaration by an owner, the membership of each owner shall become appurtenant to and may not be separated from the ownership of any parcel. Such membership shall be perpetual and run with the land and shall automatically transfer to the heirs, successors, and assigns of an owner from the recordation of a transferred ownership interest in a parcel in the public records of the Recorder for Polk County, Iowa, and in the records of the Association.

ARTICLE IV. MEETINGS OF MEMBERS.

Section 4.1. Annual Meeting. The annual meeting of members shall be held on the 1st Monday in June each year or such other date as the board of directors shall by resolution specify.

At each annual meeting the election of the directors shall take place and such other business shall be transacted as may be properly presented to such meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the board of directors shall cause the election to be held at a meeting of the members as soon thereafter as conveniently may be.

Section 4.2. Special Meetings. Special meetings of the members may be called by the president or the board of directors and shall be called by the board of directors upon the written demand, signed, dated and delivered to the secretary by not less than 50% of the members having voting rights. Such written demand shall state the purpose or purposes for which such meeting is to be called. The time, date and place of any special meeting shall be determined by the board of directors or by the president. Unless otherwise provided in the articles of incorporation, a written demand for a special meeting may be revoked by a writing to that effect received by the corporation prior to the receipt by the corporation of demands sufficient in number to require the holding of a special meeting.

Section 4.3. Place of Meeting. The board of directors may designate any place, either within or outside of the state of Iowa, as the place of meeting for any annual meeting or for any special meeting called by the board of directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the principal office of the corporation in the state of Iowa.

Section 4.4. Notice of Meetings. Notice stating the place, day and hour of any meeting of members shall be delivered to each member entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting or if notice is mailed by other than first class or registered mail not less than 30 days before the date of the meeting. In case of a special meeting or when required by statute or by these bylaws, the purposes for which the meeting is called shall be stated in the notice. Notice may be communicated in person, by mail, or other method of delivery, or by telephone, voice mail, or other electronic means. Written notice by the corporation to its members, if in a comprehensible form, is effective according to one of the following: (i) upon deposit in the United States mail, if mailed post-paid and correctly addressed to the member's address shown in the corporation's current record of members; or (ii) when electronically transmitted to the member in a manner authorized by the member.

Section 4.5. Waiver of Notice.

(a) Any member may waive any notice required by law or these bylaws if in writing and signed by any member entitled to such notice, whether before or after the date and time stated in such notice. Such a waiver shall be equivalent to notice to such member in due time as required by law or these bylaws. Any such waiver shall be delivered to the corporation for inclusion in the minutes or filing with the corporate records.

(b) A member's attendance at a meeting, in person or by proxy, waives (i) objection to lack of notice or defective notice of such meeting, unless the member at the beginning of the meeting or promptly upon the member's arrival objects to holding the meeting or transacting business at the meeting, and (ii) objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

Section 4.6 Record Date. The board of directors may fix, in advance, a date as the record date for any determination of members for any purpose, such date in every case to be not more than seventy (70) days prior to the date on which the particular action or meeting requiring such determination of members is to be taken or held. If a record date is not fixed, members at the close of business on the business day preceding the day on which notice is given, or if notice is waived, at the close of business on the business day preceding the day on which the meeting is held are entitled to notice of the meeting. When a determination of members entitled to vote at any meeting of members has been made as provided in this section, such determination shall apply to any adjournment thereof, unless the board of directors selects a new record date or unless a new record date is required by law.

Section 4.7 Members' List. After fixing a record date for a meeting, the secretary shall prepare an alphabetical list of the names of all members who are entitled to notice of a members' meeting. The list must show the address of and number of votes entitled to be cast at the meeting by the member. The members' list must be available for inspection by any member beginning two (2) business days after notice of the meeting is given for which the list was prepared and continuing through the meeting, at the corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held. A member, or a member's agent or attorney, is entitled on written demand to inspect and, subject to the requirements of law, to copy the list, during regular business hours and at the person's expense, during the period it is available for inspection. The corporation shall make the members' list available at the meeting, and any member, or a member's agent or attorney, is entitled to inspect the list at any time during the meeting or any adjournment.

Section 4.8. Quorum and Action. The members holding a majority of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting without further notice. If quorum exists, action on a matter is approved if the votes cast by the members favoring the action exceed the votes cast opposing the action, unless a greater number is required by law.

Section 4.9. Proxies. At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by the member's authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. A member or member's agent or attorney-in-fact may appoint a proxy to vote or otherwise act for the member by signing an appointment form or by an electronic transmission that complies with Article XII (Electronic Transmission) of these bylaws. An electronic transmission must contain or be accompanied by information from which one can determine that the member, the member's agent, or the member's attorney-in-fact authorized the electronic transmission.

Section 4.10. Ballot Voting. An action based on a written ballot may be taken provided the number of votes cast meets the quorum and number of approvals meets the number requirements set forth in Section 3.8. A written ballot may be transmitted, and a vote may be cast on that ballot electronically in accordance with Article XII (Electronic Transmission) of these bylaws.

Section 4.11. Informal Action by Members. Any action required by law to be taken at a meeting of the members, or any action which may be taken at a meeting of members, may be

taken without a meeting if a consent in writing, setting out the action so taken, shall be signed by a majority of the members entitled to vote with respect to the subject matter of the action. The member consent may be transmitted electronically in accordance with Article XII. Written notice of member approval must be given to all members who have not signed the written consent. If written notice is required, member approval shall be effective ten days after such written notice is given. A written consent may be revoked by a writing to that effect received by the corporation prior to the receipt by the corporation of unrevoked written consents sufficient in number to take the corporate action.

ARTICLE V. BOARD OF DIRECTORS.

Section 5.1. General Powers. The affairs of the corporation shall be managed by its board of directors. Directors need not be residents of the state of Iowa or members of the corporation.

Section 5.1.1. Powers. The Board of Directors shall have power to:

A. Adopt and publish rules and regulations governing the use of the Common Area, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof; and

B. Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association; and

C. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration of Covenants, Conditions, and Restrictions; and

D. Declare the office of a member of the Board of Directors to be vacant in the event such director shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

E. Employ a manager, an independent contractor, or such other employees as deemed necessary, and to prescribe their duties; and

F. To do such other acts as are necessary and proper to effect the purpose of the Association as stated in the Declaration and Bylaws provided such acts are not otherwise prohibited.

Section 5.1.2. Duties. It shall be the duty of the Board of Directors to:

A. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed; and

B. As more fully provided in the Declaration of Covenants, Conditions and Restrictions, to:

1. Fix the amount of the monthly or annual assessment against each Parcel at least thirty (30) days in advance of each monthly assessment period;

2. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each monthly assessment period; and

3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

C. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment; and

D. Procure and maintain adequate liability and hazard insurance on property owned by the Association and any other Common Area; and

E. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

F. Cause the Common Area and Association Responsibility Elements, to be maintained.

Section 5.2. Number, Tenure and Qualifications. The number of directors of the Association shall be not less than two, no more than five. Each director shall hold office for the term of which he is elected, or until his successors shall have been elected and qualified. In the event of the resignation of a director or directors, the remaining members of the Board of Directors may, thereafter, by affirmative vote of a majority of the remaining directors, elect a successor or successors to fill the unexpired terms.

Section 5.3. Regular Meetings. The regular meetings of the board of directors shall be held on such dates as the board of directors shall by resolution specify. The board of directors may provide by resolution the time and place, either within or outside of the state of Iowa, for the holding of additional regular meetings of the board without other notice than the resolution.

Section 5.4. Special Meetings. Special meetings of the board of directors may be called by or at the request of the president or any two directors. The persons authorized to call special meetings of the board may fix any place, either within or outside of the state of Iowa, as the place for holding any special meeting of the board called by them.

Section 5.5. Notice. Notice of any special meeting of the board of directors shall be given at least two days previously by written notice delivered personally or sent by mail, fax or other electronic means to each director at the director's address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage prepaid. If notice is given by fax or other electronic means, it shall be deemed to be delivered when successfully transmitted to the recipient. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these bylaws.

Section 5.6 Place of Meetings, etc. The board of directors may hold its meetings at such place or places within or without the State of Iowa, as the board may from time to time determine. A director may participate in any meeting by any means of communication, including, but not limited to telephone conference call, by which all directors participating may simultaneously

hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 5.7. Quorum. A majority of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board; but if less than a majority of the directors are present at the meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 5.8. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by law or by these bylaws.

Section 5.9 Resignation. Any director of the corporation may resign at any time by delivering written notice to the president, the board of directors, or the corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

Section 5.10. Vacancies. Any vacancy occurring in the board of directors and any directorship to be filled by reason of an increase in the number of directors, shall be filled by the board of directors. A director elected to fill a vacancy shall be elected for the unexpired term of the director's predecessor in office.

Section 5.11. Compensation. Directors shall not receive any stated salaries for their services, but by resolution of the board of directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the board; but nothing contained here shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation for such services.

Section 5.12. Informal Action by Directors. Any action required by law to be taken at a meeting of directors, or any action which may be taken at a meeting of directors, may be taken without a meeting if a consent in writing, setting out the action so taken, shall be signed by all of the directors. The director consent may be transmitted electronically in accordance with Article XII (Electronic Transmission) of these bylaws. A director's consent may be withdrawn by a revocation signed by the director and delivered to the corporation prior to the delivery to the corporation of unrevoked written consents signed by all of the directors.

ARTICLE VI. OFFICERS.

Section 6.1. Officers. The officers of the corporation shall be a president, one or more vice-presidents (the number to be determined by the board of directors), a secretary, a treasurer and such other officers as may be elected in accordance with the provisions of this article. The board of directors may elect or appoint the other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, to have the authority and perform the duties prescribed by the board of directors. Any two or more offices may be held by the same person.

Section 6.2. Election and Term of Office. The officers of the corporation shall be elected annually by the board of directors at the regular annual meeting of the board of directors. If the election of officers shall not be held at such meeting, it shall be held as soon thereafter as is convenient. New offices may be created and filled at any meeting of the board of directors. Each officer shall hold office until their successor shall have been elected and shall have qualified.

Section 6.3. Removal. Any officer elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation

would be served by such director's removal, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 6.4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors for the unexpired portion of the term.

Section 6.5. President. The president shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. The president shall preside at all meetings of the members and of the board of directors. The president may sign, with the secretary or any other proper officer of the corporation authorized by the board of directors, any deeds, mortgages, bonds, contracts, or other instruments which the board of directors has authorized to be executed, except in cases where the signing and execution shall be expressly delegated by the board of directors or by these bylaws or by statute to some other officer or agent of the corporation; and in general the president shall perform all duties incident to the office of president and such other duties as may be prescribed by the board of directors.

Section 6.6. Vice-President. In the absence of the president or in event of the president's inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice-president shall perform such other duties as may be assigned by the president or by the board of directors.

Section 6.7. Treasurer. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of the treasurer's duties in such sum and with such surety as the board of directors shall determine. The treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII (Contracts, Checks, Deposits and Gifts) of these bylaws; and in general perform all the duties incident to the office of treasurer and such other duties as may be assigned to the treasurer by the president or by the board of directors.

Section 6.8. Secretary. The secretary shall keep the minutes of the meetings of the members and of the board of directors in books provided for that purpose; see that all notices are given in accordance with the provisions of these bylaws or as required by law; be custodian of the corporate records; keep a register of the post office address of each member which shall be furnished to the secretary by that member; and in general perform all duties incident to the office of secretary and such other duties as may be assigned by the president or by the board of directors.

Section 6.9. Assistant Treasurers and Assistant Secretaries. If required by the board of directors, the assistant treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the board of directors shall determine. The assistant treasurers and assistant secretaries, in general, shall perform the duties assigned to them by the treasurer or the secretary or by the president or the board of directors.

ARTICLE VII. CONTRACTS, CHECKS, DEPOSITS AND GIFTS.

Section 7.1. Contracts. The board of directors may authorize any officer or officers, agent or

agents of the corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 7.2. Checks, Drafts, etc. All checks, drafts or orders for the payment of money, or other evidences of indebtedness issued in the name of the corporation, shall be signed by those officers or agents of the corporation and in a manner as shall be determined by resolution of the board of directors. In the absence of this determination by the board of directors, the instruments shall be signed by the treasurer or an assistant treasurer and countersigned by the president or a vice-president of the corporation.

Section 7.3. Deposits. All funds of the corporation shall be deposited to the credit of the corporation in the banks, trust companies or other depositories as the board of directors may select.

ARTICLE VIII. CERTIFICATES OF MEMBERSHIP.

Section 8.1. Certificates of Membership. The board of directors may provide for the issuance of certificates evidencing membership in the corporation, which shall be in such form as may be determined by the board. The certificates shall be signed by the president or a vice president and by the secretary or an assistant secretary. All certificates evidencing membership of any class shall be consecutively numbered. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the corporation. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued upon the terms and conditions as the board of directors may determine.

Section 8.2. Issuance of Certificates. When a member has been elected to membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued in such member's name and delivered by the secretary, if the board of directors shall have provided for the issuance of certificates of membership under the provisions of this section.

ARTICLE IX. BOOKS AND RECORDS.

Section 9.1 Books and Records. The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members and board of directors.

Section 9.2. Members' Right to Information

(a) A member of the corporation is entitled to inspect and copy, at reasonable times and upon reasonable notice, any of the following records of the corporation: (i) Articles or restated articles of incorporation and all amendments currently in effect; (ii) bylaws or restated bylaws and all amendments currently in effect; (iii) minutes of all members' meetings and records of all action taken by members without a meeting, for the past three (3) years; (iv) all written communications to members generally within the past three years, including the financial statements furnished for the past three (3) years; (v) a list of the names and business addresses of the corporation's current directors and officers; and (vi) the corporation's most recent biennial report delivered to the Iowa Secretary of State. (vii) Excerpts from minutes of any meeting of the board of directors, minutes of any meeting of the members, and records of action taken by the

members or the board of directors without a meeting; (vii) accounting records of the corporation; and (xi) the membership list of the corporation

(b) The corporation may impose a reasonable charge, covering the costs of labor and material, for copies of any documents provided to the member. The charge shall not exceed the estimated cost of production or reproduction of the records.

(c) Without the consent of the board of directors, no corporate record may be obtained or used by any person for any purpose unrelated to the member's interest as a member.

Section 9.3. Director's Access to Records. A director is entitled to inspect and copy the books, records, and documents of the corporation at any reasonable time to the extent reasonably related to the performance of the director's duties as a director, including any duties as a member of a committee, but not for any other purpose or in any manner that would violate any duty to the corporation.

ARTICLE X. FISCAL YEAR.

The fiscal year of the corporation shall begin on the first day of January and end on the last day of December in each year.

ARTICLE XI. ASSESSMENTS.

Section 11. 1. As more fully provided in the Declaration, each member is obligated to pay the Association and annual and special assessments which are secured by a continuing lien upon the parcel for which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 9% per annum, or the maximum rate allowed by Iowa law, whichever is lower, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the owner's parcel, and interest, costs, and reasonable attorney's fees shall be added to the amount of such assessment.

ARTICLE XII. ASSESSMENTS.

"Electronic transmission" or "electronically transmitted" means any process of communication not directly involving the physical transfer of paper that is suitable for the retention, retrieval, and reproduction of information by the recipient. Notice by electronic transmission is written notice. Notices and written consents may be given by electronic transmission. Each written consent given by electronic transmission shall contain an electronic signature of the person giving such written consent.

ARTICLE XIII. INDEMNIFICATION.

Section 13.1. Indemnification: Third-Party Actions. Except for any prohibition against indemnification specifically set forth in these Bylaws or in chapter 504, Code of Iowa, at the time indemnification is sought by any Member, director, officer, employee, volunteer or agent of the corporation, the corporation shall indemnify any person who was or is a party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a Member, director, officer, employee, volunteer or agent of the corporation, or is or was serving at the request of the corporation as a Member, director, officer, employee or agent of another corporation, partnership, joint venture,

trust or other enterprise (such serving as a director, officer, employee or agent of the corporation or at the request of the corporation referred to herein as "serving on behalf of or at the corporation's request"), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 13.2. Indemnification: Further Provisions. If a Member, director, officer, employee, volunteer or agent of the corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 13.1, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith. Any other indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that the indemnification of such person is proper because he or she has met the applicable standard of conduct set forth in Section 1; such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors not parties to such action, suit or proceedings, or (2) in a written opinion by special independent counsel selected by the Board of Directors by a majority vote of a quorum consisting of directors not parties to such action, suit or proceedings, or (3) if the requisite quorum of the full Board of Directors cannot be obtained through disinterested directors, in a written opinion by special independent legal counsel selected by a majority vote of the full Board of Directors in which directors who are parties may participate. Expenses incurred by defending a civil or criminal action, suit, or proceedings may be paid by the corporation in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in this Section 2 upon receipt of an undertaking by or on behalf of such person that such person believes in good faith that he or she has met the applicable standard of conduct set forth in Section 1 and that such person will repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified as authorized herein. The indemnification and advancement of expenses provided herein shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any provision in the Articles of Incorporation or Bylaws, any agreement, any vote of Members or disinterested directors, or otherwise, both as to actions in the person's official capacity entitling the person to indemnification and advancement of expenses under these provisions and as to actions in other capacities concurrently held by those seeking indemnification or advancement of expenses. However, no person shall be provided indemnification by any provision of the Articles of Incorporation or Bylaws, by any agreement, or otherwise, for any breach of a duty of loyalty to the corporation or its Members, for any act or omission not in good faith or which involves intentional misconduct or knowing violation of the law, or for any transaction from which the person derives an improper personal benefit. The indemnification provided herein shall continue as to a person who has ceased to be a Member, director, officer, employee, volunteer or agent

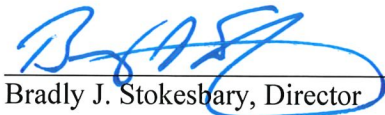
and shall inure to the benefit of the heirs, executors, personal representatives and administrators of such a person. The Board of Directors shall have power to purchase and maintain insurance on behalf of any person who is or was serving on behalf of or at the corporation's request against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability under the provisions hereof.

ARTICLE XIV. AMENDMENTS TO BYLAWS.

Bylaws may be adopted, altered, repealed or amended for the Corporation by the Board of Directors and/ or by the Members in lawful and proper meeting assembled. Any and all Bylaws adopted by the Members shall supersede and shall prevail over Bylaws adopted by the Board of Directors.

IN WITNESS WHEREOF, we have hereto approved these Bylaws as Directors of the WILLOW HILLS NORTH OWNERS ASSOCIATION, INC.

Dated this 5th day of January, 2024.


Bradly J. Stokesbary, Director

ARTICLES OF INCORPORATION OF WILLOW HILLS NORTH OWNERS ASSOCIATION, INC.

The undersigned, acting as incorporator of a corporation pursuant to the provisions of the Revised Iowa Nonprofit Corporation Act under Chapter 504 of the Code of Iowa, adopts the following Articles of Incorporation for such Corporation.

ARTICLE I Name and Principal Office

The corporation shall be known as "Willow Hills North Owners Association, Inc."

ARTICLE II Corporate Existence

The corporate existence of this corporation shall begin upon the dates these Articles are filed with the Secretary of State, and the period of its duration is perpetual.

ARTICLE III Purposes and Powers

The purpose and objectives of the corporation are to perform the functions described in the Declaration of Covenants, Conditions and Restrictions, as may be amended and supplemented from time to time (hereinafter referred to as "Declaration"), and further to provide an entity to own, operate and/or maintain all the Common Areas and Association Responsibility Elements as those terms are defined in the Declaration for and on behalf of the owners of certain real property situated in Polk County, Iowa.

The purposes of the corporation are exclusively not for private profit or gain. The corporation does not contemplate a pecuniary gain or profit to the members thereof. No part of the net earnings of the corporation shall inure to the benefit of any member, director or officer of the corporation or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes). No substantial part of the activities of the corporation shall be the carrying of propaganda or otherwise attempting to influence legislation, except as otherwise may be permitted in Section 501(h) of the Internal Revenue Code. The corporation shall not participate in or intervene in (including the publishing or distributing of statements) to any political campaign on behalf of (or in opposition to) any candidate for public office.

The corporation shall have unlimited power to engage in and to do any lawful act concerning any or all lawful business for which corporations may be organized under the Revised Iowa Nonprofit Corporation Act.

ARTICLE IV Registered Office and Agent

The address of the initial registered office of the corporation is 1615 SW Main St., Ankeny, Iowa 50023, and the name of its initial registered agent at such address is Bradly J. Stokesbary.

ARTICLE V Members and Voting

The members shall be those persons described as members in the Bylaws. The voting rights of the members shall be as provided in the Declaration of Covenants, Conditions, and Restrictions and the Bylaws.

ARTICLE VI Distribution of Assets Upon Liquidation

In the event of dissolution, the assets of the Corporation, if any remain, shall be distributed to the Members in accordance with their proportionate share of votes in the affairs of the Corporation as determined by the Bylaws.

ARTICLE VII Bylaws

The initial Bylaws of the Corporation shall be adopted by the Board of Directors of the Corporation. The power to alter, amend or repeal the Bylaws or adopt new bylaws shall be vested in the Members.

ARTICLE VIII Liability of Directors

A Director of this Corporation shall not be personally liable to the Corporation or its Members for monetary damages for any action taken, or any failure to take any action, as a Director, except for liability for any of the following: (i) for the amount of a financial benefit received by a Director to which the Director is not entitled; (ii) for intentional infliction of harm on the Corporation or its Members; (iii) a Director voting for or assenting to a distribution in violation of Section 504.835 of the Revised Iowa Nonprofit Corporation Act; or (iv) an intentional violation of criminal law.

The Corporation shall indemnify and hold harmless each Director from any such liability, including any judgment, settlement, penalty, or fine, including any excise tax with respect to an employee benefit plan, and reasonable expenses actually incurred in connection therewith, subject only to the exceptions as stated herein. Such right of indemnification shall be in addition to any other rights of the Director for indemnification under the Bylaws, arising under contract with the Corporation, or as provided in the Revised Iowa Nonprofit Corporation Act.

ARTICLE IX Incorporator

The name and address of the incorporator is Bradley J. Stokesbary, 1615 SW Main St., Ankeny, Iowa 50023.

Dated this 5th day of January, 2024.



Bradly J. Stokesbary, Incorporator

**MINUTES OF INFORMAL ACTION OF FIRST AND ORGANIZATIONAL MEETING
OF BOARD OF DIRECTORS OF WILLOW HILLS NORTH OWNERS ASSOCIATION
INC.**

WHEREAS, Section 504.822, Code of Iowa, authorizes the taking of action by the directors of a corporation without a meeting if a consent in writing setting forth the action so taken shall be signed by all directors and declare that such consent shall have the same force and effect as a unanimous vote; and

WHEREAS, the undersigned members of the Board of Directors of Willow Hills North Owners Association Inc., an Iowa corporation, desire that action expressed in the resolutions hereinafter set forth be taken by all of said Directors;

NOW, THEREFORE, the undersigned, constituting all of the members of the Board of Directors of Willow Hills North Owners Association Inc., hereby consent to the taking of such action set forth in the following resolutions and hereby adopt the same, all as of the date hereof.

"BE IT RESOLVED, that the Bylaws of the government of the corporation presented to the Board of Directors at this meeting be adopted as and for the bylaws of the corporation, and that the Secretary be directed to record the same in the Minute Book of the corporation."

"BE IT RESOLVED, that the Secretary be authorized and directed to procure the proper corporate books, and that the Treasurer be authorized to pay all expenses incident to or necessary for the organization of the corporation and the transaction of its business."

"BE IT RESOLVED, that the following persons be elected as officers of the corporation for the ensuing year and until their successors are elected and qualified, to-wit:

President – Bradly Stokesbary

Vice President – Bradly Stokesbary

Secretary – Bradly Stokesbary

Treasurer – Bradly Stokesbary

Dated this 8th day of January, 2024.



Bradly J. Stokesbary, Director

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: 2023 CIPP Lining Program – Public Hearing and Award of Construction Contract

BACKGROUND: The actions that are in front of the council are to hold a public hearing on the proposed Contract Documents (plans, specifications and form of contract) and estimated total cost and approve Resolutions to: 1) adopt plans, specifications, form of contract and estimate of cost; 2) making award of construction contract; and 3) approving construction contract and bonds. This project was bid on January 17, 2024 and the following are the results:

AccuJet, LLC - \$264,087.00
Visu-Sewer, LLC - \$264,828.50
Hydro-Klean, LLC- \$279,496.33
Municipal Pipe Tool Company, LLC - \$303,754.72
Insituform Technologies USA, LLC- \$325,487.24
Engineers Estimate - \$315,604.00

The results from the bidding showed good interest in this project for this type of work and the current bidding environment. The grouping of bids was decent with most of the bids coming in under the engineer's estimate and the low bidder being about 16% or \$51,500 under the engineer's estimate. The low bidder is AccuJet, LLC of Perry, Iowa.

BUDGETARY CONSIDERATIONS: This project came in about \$51,500 under the engineer's estimate and is in the current Capital Improvements Program for construction this year.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None

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

RESPONSIBLE STAFF/CONTACT INFORMATION:

Matt Ahrens, City Engineer, 515-986-4050, mahrens@grimesiowa.gov

Prepared by: Aaron Jarosh

Return to: Matt Ahrens



Tabulation of Bids
Grimes, IA
2023 CIPP Lining Program
Foth Project Number: 0023G028.00



Bid Date: Wednesday, January 17, 2024 at 10:30 am					Engineer's Opinion of Cost		AccuJet LLC Perry, IA		Visu-Sewer LLC Pewaukee, WI		Hydro-Klean LLC Des Moines, IA	
ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
DIVISION 1 - GENERAL												
		NOT USED										
DIVISION 2 - EARTHWORK, SUBGRADE AND SUBBASE												
		NOT USED										
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION												
		NOT USED										
DIVISION 4 - SEWERS AND DRAINS												
4.1		PRE-REHABILITATION CLEANING AND INSPECTION, 8 IN.	LF	5,574	\$ 4.00	\$ 22,296.00	\$ 3.00	\$ 16,722.00	\$ 4.25	\$ 23,689.50	\$ 6.30	\$ 35,116.20
4.2		REMOVE PROTRUDING SERVICE CONNECTIONS	EA	3	\$ 250.00	\$ 750.00	\$ 375.00	\$ 1,125.00	\$ 275.00	\$ 825.00	\$ 75.00	\$ 225.00
4.3		CIPP MAIN LINING, 8 IN.	LF	5,574	\$ 40.00	\$ 222,960.00	\$ 29.00	\$ 161,646.00	\$ 30.00	\$ 167,220.00	\$ 26.80	\$ 149,383.20
4.4		BUILDING SANITARY SEWER SERVICE REINSTATEMENT	EA	102	\$ 50.00	\$ 5,100.00	\$ 75.00	\$ 7,650.00	\$ 75.00	\$ 7,650.00	\$ 50.00	\$ 5,100.00
4.5		CIPP END SEAL, 8 IN.	EA	40	\$ 75.00	\$ 3,000.00	\$ 150.00	\$ 6,000.00	\$ 160.00	\$ 6,400.00	\$ 178.99	\$ 7,159.60
4.6		INJECTION GROUTING OF SERVICE CONNECTIONS, 8 IN.	EA	102	\$ 100.00	\$ 10,200.00	\$ 400.00	\$ 40,800.00	\$ 425.00	\$ 43,350.00	\$ 417.45	\$ 42,579.90
4.7		CHEMICAL GROUT	GAL	102	\$ 75.00	\$ 7,650.00	\$ 35.00	\$ 3,570.00	\$ 10.00	\$ 1,020.00	\$ 34.50	\$ 3,519.00
4.8		BYPASS PUMPING	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00
4.9		VIDEO INSPECTION OF SANITARY SEWER	LF	5,574	\$ 2.00	\$ 11,148.00	\$ 1.00	\$ 5,574.00	\$ 1.00	\$ 5,574.00	\$ 1.25	\$ 6,967.50
DIVISION 5 - WATER MAIN AND APPURTENANCES												
		NOT USED										
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM												
		NOT USED										
DIVISION 7 - STREETS AND RELATED WORK												
		NOT USED										
DIVISION 8 - TRAFFIC SIGNALS AND TRAFFIC CONTROL												
8.1		TEMPORARY TRAFFIC CONTROL	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00
DIVISION 9 - SITE WORK AND LANDSCAPING												
		NOT USED										
DIVISION 10 - DEMOLITION												
		NOT USED										
DIVISION 11 - MISCELLANEOUS												
11.1		MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 10,500.00	\$ 10,500.00	\$ 5,600.00	\$ 5,600.00	\$ 16,945.93	\$ 16,945.93
TOTAL BASE BID (Items 4.1 to 11.1)						\$ 315,604.00		\$ 264,087.00		\$ 264,828.50		\$ 279,496.33
								X		X		X
								X				
I hereby certify that this is a true and correct tabulation of bids received on January 17, 2024 for the 2023 CIPP Lining ProgramFoth Project Number: 0023G028.00. - Grimes, IA - 2024												
Rachel Kranz												
Rachel Kranz, P.E. License No. 25866 Date 01/17/2024												



Tabulation of Bids
Grimes, IA
2023 CIPP Lining Program
Foth Project Number: 0023G028.00



Bid Date: Tuesday, January 16, 2024 at 10:30 am					Engineer's Opinion of Cost		Municipal Pipe Tool Co LLC Hudson, IA		Insituform Technologies USA LLC Chesterfield, MO			
ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
DIVISION 1 - GENERAL												
		NOT USED										
DIVISION 2 - EARTHWORK, SUBGRADE AND SUBBASE												
		NOT USED										
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION												
		NOT USED										
DIVISION 4 - SEWERS AND DRAINS												
4.1		PRE-REHABILITATION CLEANING AND INSPECTION, 8 IN.	LF	5,574	\$ 4.00	\$ 22,296.00	\$ 3.41	\$ 19,007.34	\$ 4.29	\$ 23,912.46		
4.2		REMOVE PROTRUDING SERVICE CONNECTIONS	EA	3	\$ 250.00	\$ 750.00	\$ 393.75	\$ 1,181.25	\$ 385.00	\$ 1,155.00		
4.3		CIPP MAIN LINING, 8 IN.	LF	5,574	\$ 40.00	\$ 222,960.00	\$ 33.00	\$ 183,942.00	\$ 32.47	\$ 180,987.78		
4.4		BUILDING SANITARY SEWER SERVICE REINSTATEMENT	EA	102	\$ 50.00	\$ 5,100.00	\$ 75.00	\$ 7,650.00	\$ 65.00	\$ 6,630.00		
4.5		CIPP END SEAL, 8 IN.	EA	40	\$ 75.00	\$ 3,000.00	\$ 155.00	\$ 6,200.00	\$ 135.00	\$ 5,400.00		
4.6		INJECTION GROUTING OF SERVICE CONNECTIONS, 8 IN.	EA	102	\$ 100.00	\$ 10,200.00	\$ 450.00	\$ 45,900.00	\$ 650.00	\$ 66,300.00		
4.7		CHEMICAL GROUT	GAL	102	\$ 75.00	\$ 7,650.00	\$ 30.00	\$ 3,060.00	\$ 14.00	\$ 1,428.00		
4.8		BYPASS PUMPING	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 600.00		
4.9		VIDEO INSPECTION OF SANITARY SEWER	LF	5,574	\$ 2.00	\$ 11,148.00	\$ 1.00	\$ 5,574.00	\$ 1.00	\$ 5,574.00		
DIVISION 5 - WATER MAIN AND APPURTENANCES												
		NOT USED										
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM												
		NOT USED										
DIVISION 7 - STREETS AND RELATED WORK												
		NOT USED										
DIVISION 8 - TRAFFIC SIGNALS AND TRAFFIC CONTROL												
8.1		TEMPORARY TRAFFIC CONTROL	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 17,740.13	\$ 17,740.13	\$ 1,500.00	\$ 1,500.00		
DIVISION 9 - SITE WORK AND LANDSCAPING												
		NOT USED										
DIVISION 10 - DEMOLITION												
		NOT USED										
DIVISION 11 - MISCELLANEOUS												
11.1		MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 12,500.00	\$ 12,500.00	\$ 32,000.00	\$ 32,000.00		
TOTAL BASE BID (Items 2.1 to 11.1)						\$ 315,604.00		\$ 303,754.72		\$ 325,487.24		\$ -
								X		X		
								X				

RESOLUTION 01-4224 ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND
ESTIMATE OF COST FOR THE 2023 CIPP LINING PROGRAM

Grimes Resolution No. 01-4224

WHEREAS, on the 12th day of December, 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2023 CIPP Lining Program; and

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa:

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

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

RESOLUTION 01-4324 MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2023
CIPP LINING PROGRAM

Grimes Resolution No. 01-4324

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes,
Iowa:

Section 1. That the following bid for the construction of certain public improvements described in general as the 2023 CIPP Lining Program, described in the plans and specifications heretofore adopted by this Council on January 23, 2024, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: AccuJet, LLC of Perry, IA

Amount of bid: \$264,087.00

Portion of project: All construction work

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

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

RESOLUTION 01-4424 AUTHORIZING CONSTRUCTION CONTRACT AND BOND FOR
THE 2023 CIPP LINING PROGRAM

Grimes Resolution No. 01-4424

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes,
Iowa:

That the construction contract and bond executed and insurance coverage for the construction
of certain public improvements described in general as the 2023 CIPP Lining Program, and as
described in detail in the plans and specifications heretofore approved, and which have been
authorized to be signed by the Mayor and Clerk on behalf of the City be and the same are
hereby approved as follows:

Contractor: AccuJet, LLC of Perry, IA

Amount of bid: \$264,087.00

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Hope Plaza 3 Site Plan

BACKGROUND: Hope K Farms is requesting approval of a site plan for a 17,618 square foot multi-tenant retail building at the southwest corner of NE Gateway Drive and NE Beaverbrooke Blvd. The property is zoned R-4 and is part of the Hope Commercial PUD. Access to the site will be provided from NE 12th Street, which will begin construction in the spring, and right-in/right-out access on NE Beaverbrooke Blvd.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: No

BOARD/COMMISSION ACTIONS: Planning and Zoning Commission recommended approval 01/02/2024

STAFF RECOMMENDATION: Staff recommends approval of the Hope Plaza 3 Site Plan.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Evann Martin, Assistant Planner, 515-986-4050, emartin@grimesiowa.gov

Prepared by: Evann Martin, Assistant Planner

Return to: Evann Martin, Assistant Planner

DATE

January 2, 2024

PROJECT NAME

Hope Plaza 3 Site Plan

APPLICANT

Hope K Farms

REQUESTED ACTION

Approve a site plan for a 17,618 square foot multi-tenant retail building

LOCATION

Southwest corner of NE Gateway Drive and NE Beaverbrooke Blvd

ZONING

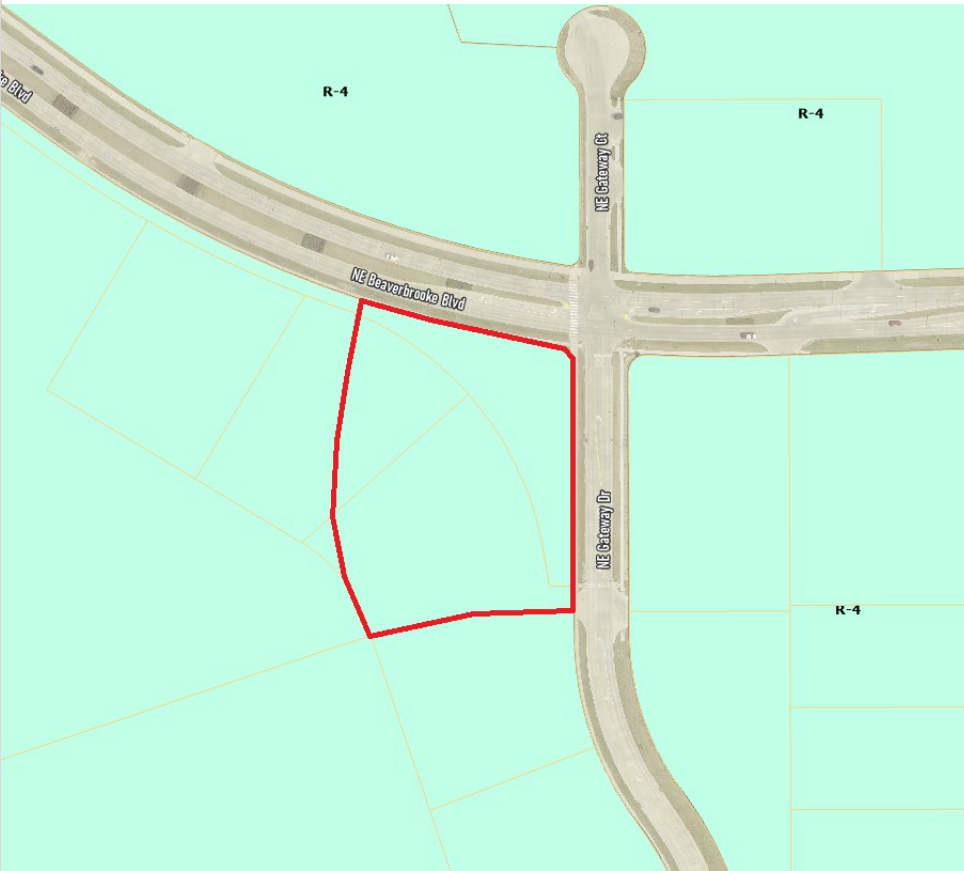
R-4
Hope Commercial PUD

PLANNER

Evann Martin
emartin@grimesiowa.gov
515-986-4050



Location Map



Zoning Map

Relation to Comprehensive & Neighborhood Plans

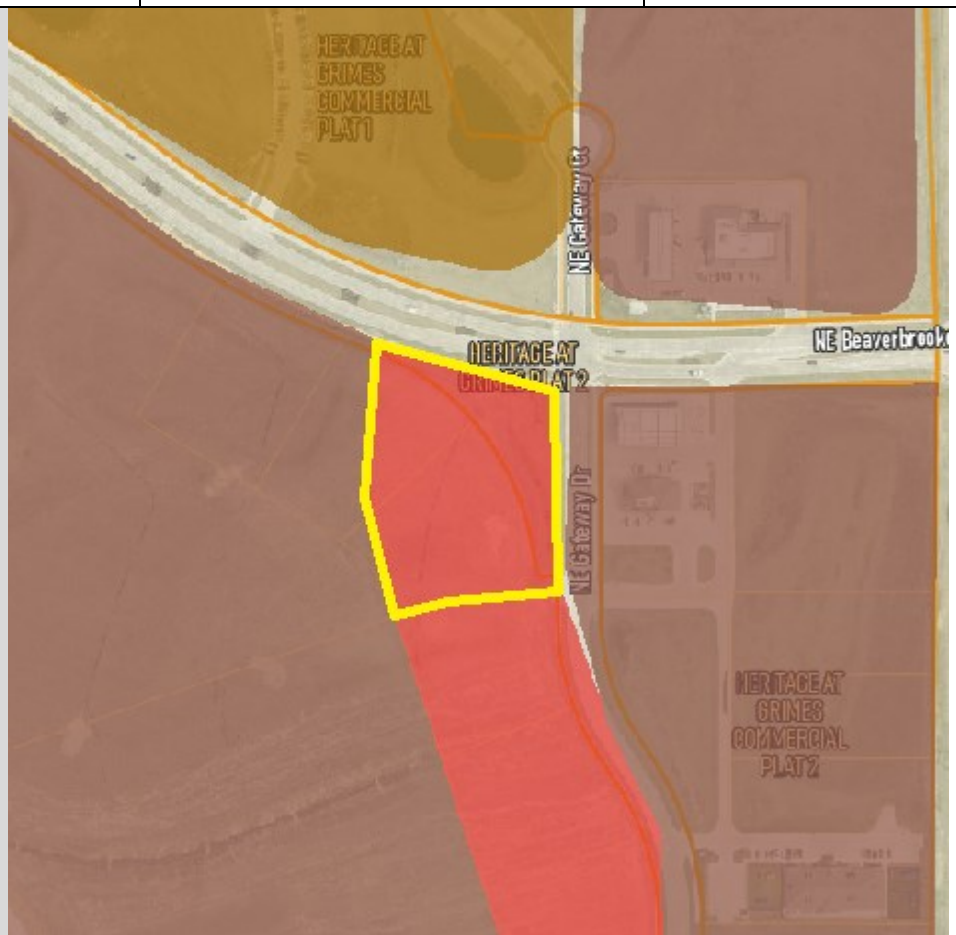
LAND USES & ZONING

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Commercial	R-4
North	Commercial/Church	High Density Residential/Mixed Use 1	R-4
South	Vacant	Commercial/Mixed Use 1	R-4
East	Commercial	Mixed Use 1	R-4
West	Vacant (Future Town-homes and Apartments)	Mixed Use 1	R-4

PARKS

The Parks and Trails Master Plan planned for a trail connection from NE Gateway Drive to the west to connect with the trail along Lions Park. A trail will be constructed on the north side of NE 12th Street which will align partially with the Master Plan. The trail will not continue west to connect to the Lions Park trail due to the Grimes Plex. However, trail is existing along NE Heritage Drive, around the basin, and down to E 1st Street which ultimately provides a connection to the Lion Park trail. Sidewalks along NE 12th Street and NE Park Street can also connect patrons to the trail along Lions Park.

Because the Hope Plaza 3 site plan is commercial, no parkland dedication is required.



Future Land Use Map

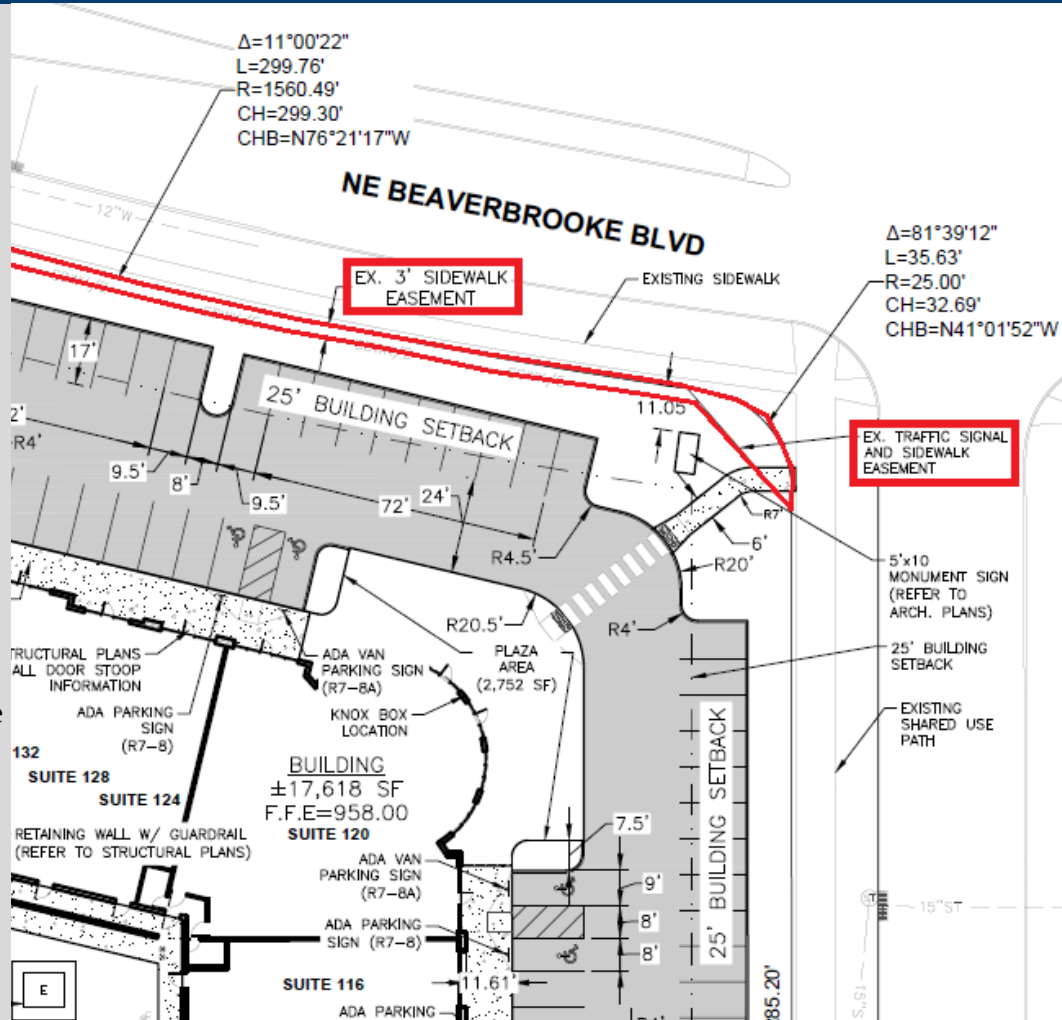
The proposed commercial retail building is compatible with the commercial land use designation.

Relation to Studies & Legal

RELATION TO STUDIES

The City hired Snyder & Associates to complete a traffic study of the Hope Commercial District which identified several roadway improvements throughout the development. The City was able to incorporate some of the improvements into the initial construction drawings including turn lanes on NE 10th Street and NE Heritage Drive and planning multiple access locations for the Grimes Plex. Staff has started the design process for improvements to the NE Gateway and E 1st Street intersection as identified in the traffic study, which includes widening Gateway at the intersection and providing additional turn lanes.

Staff has started working with Snyder & Associates regarding future improvements to the NE Gateway Drive and Beaverbrooke Blvd intersection, including a traffic signal, addition of turn lanes, and modified turning radii.



Legal

The site is part of the Hope Commercial PUD and is subject to the development agreement for the PUD.

Right-of-way for NE 12th Street will be dedicated with the final plat for Hope Commercial Plat 6.

To accommodate the future intersection improvements, a sidewalk and traffic signal easement will be reserved along NE Beaverbrooke Blvd to shift the sidewalk into the Hope Plaza 3 site and allow for more room to construct the future intersection improvements.

Site Layout

ACCESS

Full access will be provided via a private street connection to NE 12th Street. A right-in/ right-out access will be provided on NE Beaverbrook Blvd.

PATIO

A 2,752 square foot patio space will be provided in the front of the building which could be used for outdoor seating for potential restaurants or offices to use.

LIGHTING

Parking lot lighting will be provided throughout the site.

BUILDING SETBACKS

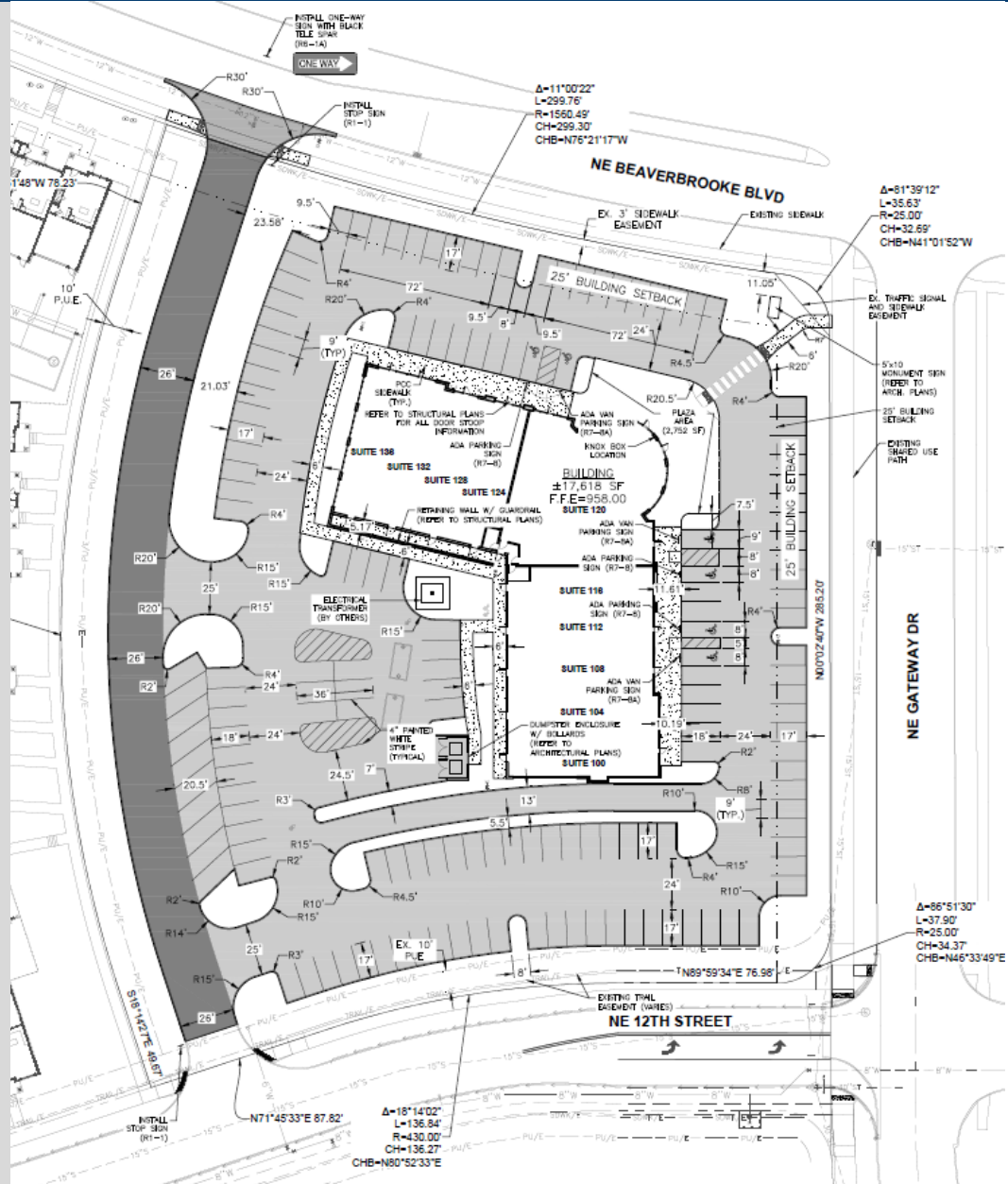
Front: 25'

Side: 10'

Rear: 25'

PARKING:

Parking is provided above the minimum requirement but less than the maximum parking requirements. No additional green space or market justification is required for the additional parking spaces.



Parking Calculation Table

Required	Proposed
131 spaces	156 spaces
Flex retail 6 spaces/1000 square feet	
Outdoor patio 10 spaces/1000 square feet	

Utilities & Landscaping

Utilities Map

Landscaping Plan

SANITARY

Sanitary service will connect to existing sanitary sewer on the west side of the private drive and connect down to NE 12th Street. A grease interceptor will be provided to accommodate potential restaurants.

WATER

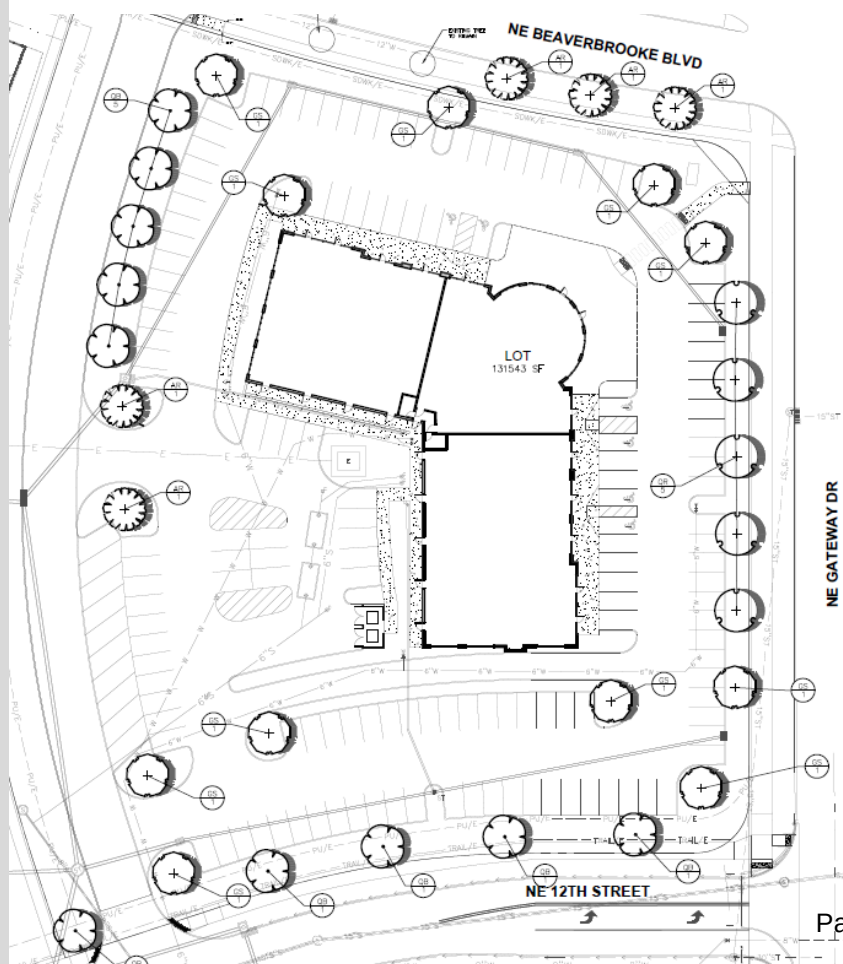
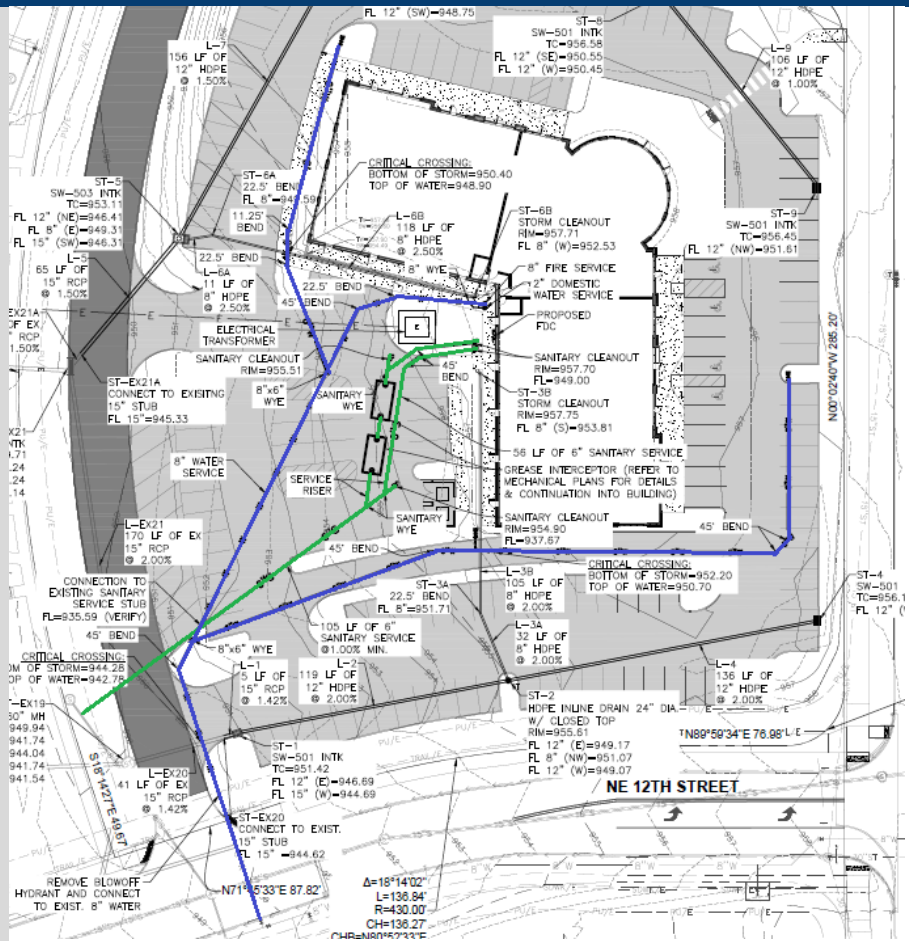
Water service will connect to NE 12th Street. Adequate fire hydrant coverage is provided and the building will be fitted with a fire suppression system.

STORM WATER

Internal storm sewer will carry storm-water to the regional basin to the west of the site along NE Heritage Drive.

LANDSCAPING

Trees will be planted along the perimeter of the site along the public and private streets.



Architecture

BUILDING & ELEVATIONS

The building will be constructed primarily with brick veneer and stone veneer, with metal and cement board siding accents. The building will have a round tower-like feature which will create a focal point at the intersection of NE Gateway Drive and Beaverbrooke Blvd and arched roof sections on the ends of the building. A metal signage canopy will be provided along the front of the building similar to the other Hope Plaza buildings.

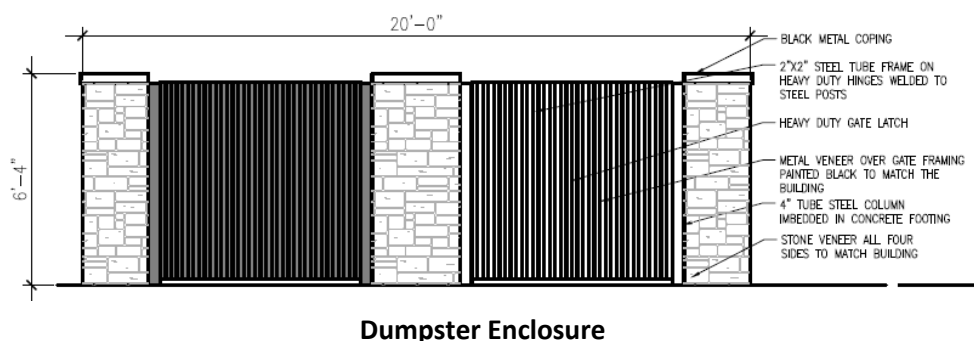
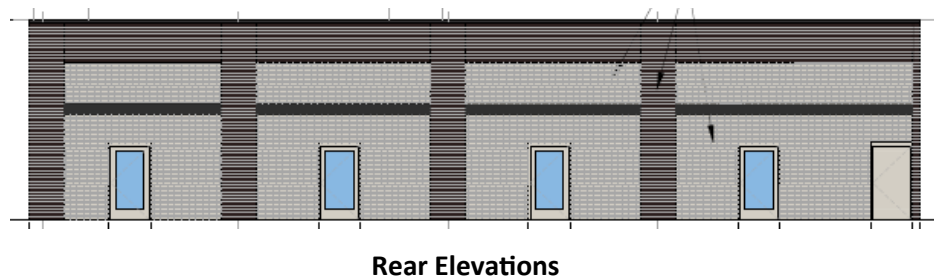
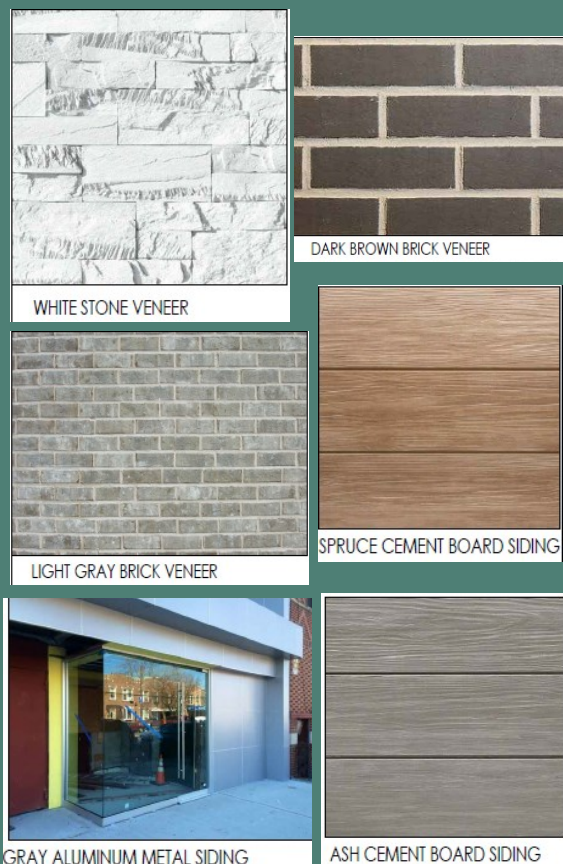
DUMPSTER ENCLOSURE

The enclosure will be constructed with stone veneer and metal gates to match the building.

LIGHTING

Up-down wall sconces will be provided on the building.

Material Board



Dumpster Enclosure

Conclusion

STAFF RECOMMENDATION

Staff recommends approval of the Hope Plaza 3 Site Plan.

Conclusion

The applicant is requesting approval of a site plan for a 17,618 square foot multi-tenant retail building with outdoor patio space.

The building will feature arched roof lines and tower-like feature, and consist of brick and stone veneer.

A sidewalk and traffic signal easement will be reserved along NE Beaverbrooke Blvd to accommodate the future intersection improvements at NE Gateway Drive and Beaverbrooke Blvd.





Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~October 18, 2023~~

~~November 7, 2023~~

~~November 21, 2023~~

~~December 20, 2023~~

Civil Design Advantage

Attn: Josh Trygstad

4121 NW Urbandale Dr

Urbandale, IA 50322

RE: Hope Plaza 3 Site Plan

Dear Mr. Trygstad:

The Development Services Department is in receipt of a proposed Site Plan for Hope Plaza 3. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. What is the proposed construction timeline for this project in relation to the apartments and NE 12th Street? NE 12th Street and the detention basin will need to be completed prior to construction of this project.~~
- ~~2. As built drawings to be provided to the city upon completion of the construction per the city Commercial As Built Policy.~~
- ~~3. Provide the grease interceptor specifications for review.~~
- ~~4. Please show turning movements through the site, especially for the driveway entrances. What type of trucks are proposed to enter the site? Please provide.~~
- ~~5. Please provide easement to accommodate future improvements to the intersection. See exhibit below.~~
 - ~~a. Provide minimum 3' easement along Beaverbrooke.~~
 - ~~b. Please provide an area of 5' x 5' outside of the sidewalks at the SW corner of the Beaverbrooke/Gateway intersection for future traffic signal. The easement at the corner should be expanded to accommodate a 5'x5' area for the traffic signal within the easement and a portion of the sidewalk.~~



6. The building appears to be broken up into three sections. Is the middle section of the building planned to be single occupancy? This will affect how the suite numbers are assigned for the building.
7. Provide lighting plan.

Coversheet

1. Update legal description to Plat 6.
2. Please add the suite number range per the notes below.
 - a. If the center will be all one suite, then: Suites 100 to 136 counting by 4. Starting at the SE corner and counting to the NW corner.
 - b. If they need to label each exterior door, on the frontage side: Suites 100 to 148 counting by 4. Starting at the SE corner counting to the NW corner.
3. Update required open space to 25%.

C2.0

1. Please add a note to the plan stating that a separate sign permit is required for review and approval.
2. Based on the Geotech report, the private drive paving will need to be 7" thick with 8" thick approach. Please label pavement thickness.
3. Label ADA sign locations for the spaces on the east side of the building.

- ~~4. Provide one way street signage in the median of Beaverbrooke Blvd to direct traffic to head east on NE Beaverbrooke Blvd. This sign will need to have a black tele spar since this will be a city sign. Please label.~~
- ~~5. Please label building setbacks.~~
- ~~6. Label stop sign locations at both connections to the public streets.~~

C3.0

- ~~1. The entire site is not shown. Please fix or add an additional sheet.~~
- ~~2. Provide elevations at all grade breaks, intakes, and low points, and ADA stalls.~~
- ~~3. Provide ADA parking spaces slope and cross slope details.~~
- ~~4. Provide ADA sidewalk ramps grading details.~~
- ~~5. A railing is required for the retaining wall. Please provide detail of railing and wall. Provide details with the site plan as this is site related. The detail refers to the arch plans for the railing and exterior side of the wall. Please update the detail to include the proposed materials or update the building elevations to include the wall and railing detail.~~

C3.1

- ~~1. Provide elevations at all grade breaks, intakes, and low points, and ADA stalls.~~

C3.2

- ~~1. Provide elevations and slopes.~~
- ~~2. Provide ADA ramps details.~~

C4.0

- ~~1. Do stabilization quantities account for temporary stabilization efforts?~~
- ~~2. Include temporary stockpile locations.~~
- ~~3. Any slopes 3:1 or steeper will need matted.~~

C5.0

1. ~~Fire code requires an on-site fire hydrant within 100' of the FDC. Assuming the FDC is located on the west side of the building, the onsite fire hydrant will need to be located and accessible for fire apparatus. Label FDC location.~~
2. ~~Provide hydrant coverage for the building every 150' along an accessible route for the fire truck.~~
3. ~~Verify size and slope of sanitary sewer service to the lot. Hope Commercial Plat 6 CD's callout 4 inch services to the lots.~~
4. ~~Relocate hydrant to the east side of the northern entrance along NE Beaverbrooke Blvd.~~
5. ~~Provide quantities tab.~~
6. ~~Call out critical crossing elevations.~~

C6.0

1. ~~Detail 6 — Are pole signs proposed for the ADA parking signs? The site plan appears to show them mounted to the building. Please clarify.~~
2. ~~Detail 5 — Where are the proposed bollards located?~~

C7.0

1. ~~No more than 5 trees in a row can be the same species. Please revise.~~

SWPPP

1. ~~Include a signed copy of the owner's certification.~~
2. **Include site supervisor contact information once known.**
3. **Include SWPPP monitoring contact information once known.**
4. ~~Include City of Grimes in Spill Response Reporting~~
5. **Include signed contractor certification statements for each contractor involved.**

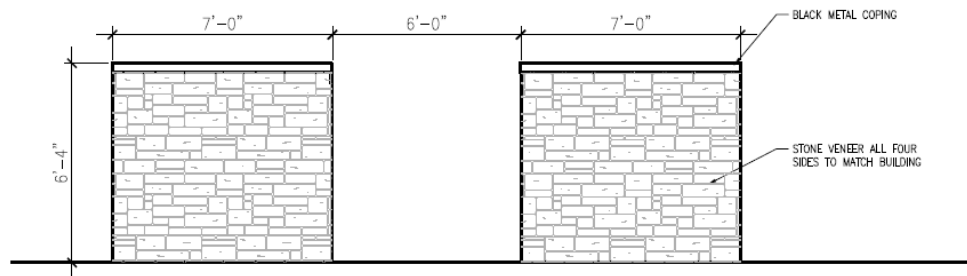
6. Include a completed projected construction schedule.
7. Include a completed operators log.
8. Include a completed copy of the inspector qualifications lot.
9. Include a completed copy of the stormwater pollution prevention training log.
10. Keep map up to date with each submittal.

SWMP

1. ~~Storm Sewer Spreadsheet: Update “Structure — to ST#” on lines L-6 through L-9.~~

Architecture

1. ~~Provide elevations for the rear of the building.~~
2. ~~Label building materials on the elevation drawing.~~
3. ~~Provide building material percentages. A minimum 75% of all facades exclusive of doors and windows shall be brick/stone or similar concrete or masonry material. The front and sides do not meet the 75% masonry requirement. Please revise. In review of the PUD, this site is located within the Commercial Central area where the permitted primary building materials are brick, stone, or masonry. Nichiha and metal would not be considered primary material but can be used as part of the other 25% of the building materials.~~
4. ~~Please list/label the 5 architectural elements that are demonstrated on the building as noted in 12-11-1.24.A.1.b for Zone 1 of the Highway 141 corridor district.~~
5. ~~Provide dumpster enclosure detail. Is the 6’ measurement a walkway on the rear of the enclosure?~~



6. ~~Provide lighting cut sheet. Please provide building lighting cut sheets.~~

7. ~~Update the building elevation to show the retaining wall at the rear of the building and label the proposed material and color of the exterior face of the wall and railing.~~

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE: ~~October 24, 2023~~
 November 28, 2023
(1 PDF of Site plan with Elevation Plan included)

PLANNING & ZONING: January 2, 2024 at 5:30 We will need updated
 architecture elevations to be on P&Z

COUNCIL MEETING: January 23, 2024 at 5:30

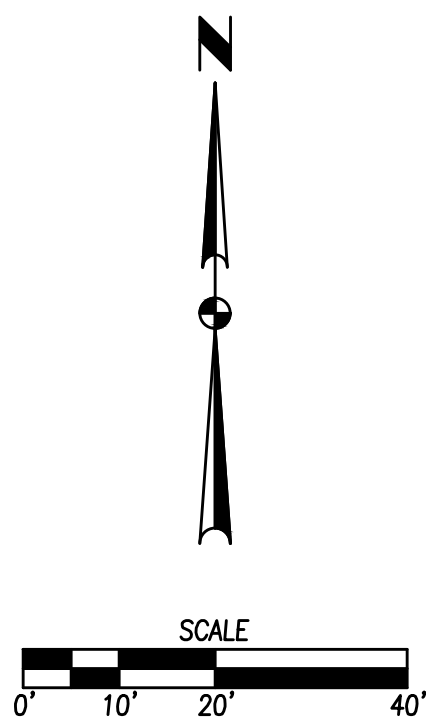
Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,
 Evann Martin
 Assistant Planner



1. PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER OR ENGINEER AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
2. PRIOR TO DEMOLITION, CONTRACTOR SHALL NOTIFY IN WRITING (48 HRS NOTICE) THE FOLLOWING:
 - A. CITY
 - B. APPROPRIATE UTILITY COMPANIES
 - C. OWNER
 - D. CIVIL DESIGN ADVANTAGE
 - E. ARCHITECT
3. DO NOT DISTURB EXISTING UTILITIES UNLESS OTHERWISE NOTED. COORDINATE REMOVAL OR ABANDONMENT OF ALL UTILITIES WITH THE APPROPRIATE UTILITY SUPPLIER AND ADEQUATELY ACQUAINTED AGENCIES.
4. PROTECT EXISTING UTILITIES THAT ARE TO REMAIN. THE LOCATIONS OF ALL UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING RECORDS. THE EXACT LOCATION AND ELEVATION OF ALL UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLAN MAY BE PRESENT.
5. BACKFILL ALL EXCAVATIONS WITH COHESIVE MATERIAL COMPACTED TO 95% MAXIMUM STANDARD PROCTOR DRY DENSITY AND MOISTURE RANGE OF OPTIMUM MOISTURE TO 4% ABOVE OPTIMUM MOISTURE. TESTING OF BACKFILL TO BE BY A GEOTECHNICAL ENGINEER EMPLOYED BY THE OWNER. IN THE EVENT OF A TEST FAILURE, ANY RETESTING SHALL BE PAID FOR BY THE CONTRACTOR.
6. FIELD VERIFY EXISTING GRADES AND LOCATION OF EXISTING UTILITIES, CONDUIT, LINES, POLES, TREES, PAVING, BUILDING AND OTHER SITE FEATURES PRIOR TO DEMOLITION AND IMMEDIATELY INFORM THE ENGINEER AND/OR OWNER OF ANY DISCREPANCIES.
7. DEMOLITION NOTES AS SHOWN ON THE PLAN ARE NOT ALL INCLUSIVE. CONTRACTOR TO ABANDON IN PLACE OR REMOVE AND DISPOSE OF ALL EXISTING SITE IMPROVEMENTS ABOVE AND BELOW GROUND TO COMPLY WITH THE GENERAL INTENT OF THIS DOCUMENT.
8. ALL CONSTRUCTION/DEMOLITION DEBRIS SHALL BE DISPOSED OF OFFSITE IN FULL COMPLIANCE WITH CURRENT ENVIRONMENTAL REGULATIONS.
9. CONSTRUCTION LIMITS SHALL BE CONFINED TO THE SITE BOUNDARY AS NOTED. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
10. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.

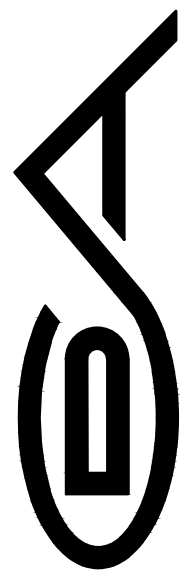
1. ALL APPLICABLE CITY PERMITS, INCLUDING BUT NOT LIMITED TO CLOSURE PERMITS, SHALL BE OBTAINABLE PRIOR TO ANY CONSTRUCTION WITHIN CITY R.O.W. OR LANE CLOSURES.
2. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
3. PERMANENT SIGNING THAT CONVEYS A MESSAGE CONTRARY TO THE MESSAGE OF TEMPORARY SIGNING AND NOT APPLICABLE TO THE WORKING CONDITIONS SHALL BE COVERED BY THE CONTRACTOR WHEN DIRECTED BY THE CITY.
4. THE TRAFFIC SIGNAL SHALL COORDINATE HIS TRAFFIC CONTROL WITH OTHER CONSTRUCTION PROJECTS IN THE AREA.
5. SIDEWALK CLOSED SIGNS REQUIRED FOR ALL SIDEWALK CLOSURES.
6. THE CONTRACTOR SHALL NOT REMOVE OR DESTROY ANY EXISTING TRAFFIC CONTROL, PAVEMENT, NOR TO DISTURB THE EXISTING TRAFFIC PATTERNS MORE THAN IS NECESSARY FOR THE PROPER EXECUTION OF THE WORK.
7. ALL SIGNING AND LANE STRIPING WILL NEED TO COMPLY WITH MUTCD. MAINTENANCE AND REPLACEMENT OF THE SIGNING AND STRIPING WILL BE THE RESPONSIBILITY OF THE APPLICANT.



REVISIONS	DATE
FORTH SUBMITTAL	12/19/2023
THIRD SUBMITTAL	11/13/2023
SECOND SUBMITTAL	10/30/2023
FIRST SUBMITTAL	10/09/2023

4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PHONE: (515) 369-4400

ENGINEER:



GRIMES. IOWA

HOPE PLAZA III

DEMOLITION PLAN

C1.0

2307481



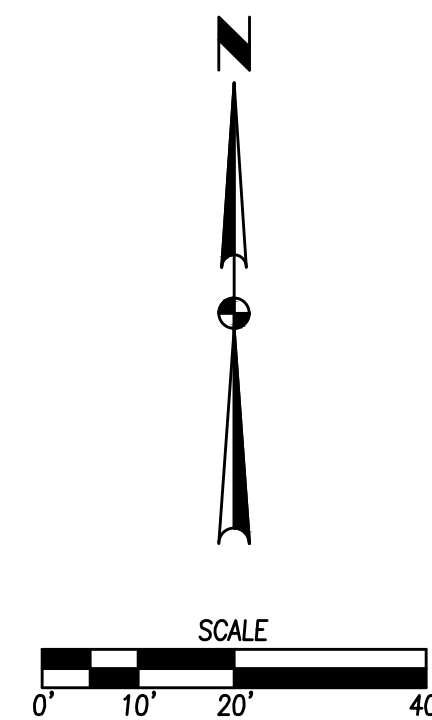
1. PRIOR TO ANY GRADING, A COPY OF THE NPDES PERMIT SHALL BE PROVIDED TO THE CITY OF GRIMES' BUILDING DIVISION.
2. THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2 AND CITY OF GRIMES GRADING PERMIT, CIVIL DESIGN AND CONSTRUCTION SHALL PROVIDE THE PERMIT AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING THE SWPPP THROUGHOUT CONSTRUCTION AND MEETING LOCAL, STATE AND FEDERAL REQUIREMENTS.
3. CONTRACTOR SHALL STRIP ALL DELETERIOUS MATERIAL, THE TOP 6" OF TOPSOIL IS TO BE STOCKPILED AND RESPAVED AFTER GRADING IS COMPLETE. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING A SUITABLE TOPSOIL STOCKPILE SITE.
4. EXCAVATION SHALL BE IN ACCORDANCE WITH THE 2023 EDITION OF THE SDPAS STANDARD SPECIFICATIONS AND ALL CITY OF GRIMES SUPPLEMENTALS, IF APPLICABLE.
5. ALL EXISTING GRADES AT PROPERTY LINES AND/OR CONSTRUCTION LIMITS.
6. ALL SPOD ELEVATIONS ARE FORM GRADE (FG) OR TOP OF FINISHED SURFACES UNLESS OTHERWISE NOTED.
7. SITE SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS.
8. SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
9. THE CONTRACTOR SHALL CONDUCT OPERATIONS TO WITHIN THE CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
10. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE CONTROL TO THE CONSTRUCTION AREA AND Haul Roads TO PREVENT THE SPREADING OF DUST.
11. REFER TO SEPARATE STORM WATER POLLUTION PREVENTION PLAN FOR DETAILS ON EROSION CONTROL.
12. FINAL FINISH GRADING TO BE APPROVED BY THE ARCHITECT AND CIVIL ENGINEER. MATCH EXISTING GRADES AT THE INTERFACE OF NEW AND EXISTING GRADES OR PAVING.
13. SIDEWALKS:
MAINTAIN 1% MINIMUM AND 5% MAXIMUM LONGITUDINAL SLOPES ON ALL PAVED WALKWAYS. ALL WALKS TO HAVE 2.0% MAXIMUM TRANSVERSE SLOPE IN THE DIRECTION OF NATURAL DRAINAGE. SAW CUT JOINTS AS SOON AS CONCRETE HAS SET. SAW CUTS TO BE 1/8" TO 1/4" WIDE; DEPTH: LONGITUDINAL 1/3, TRANSVERSE 1/4.
14. THE EXISTING TOPOGRAPHY FOR THIS AREA WAS TAKEN FROM PROPOSED CONTOURS FOR THE HOPE COMMERCIAL PLAT 1, HOPE COMMERCIAL PLAT 2 AND HOPE DISTRICT ADJACENTS. TIE-IN POINTS MAY VARY BASED ON CONSTRUCTION ELEVATIONS.

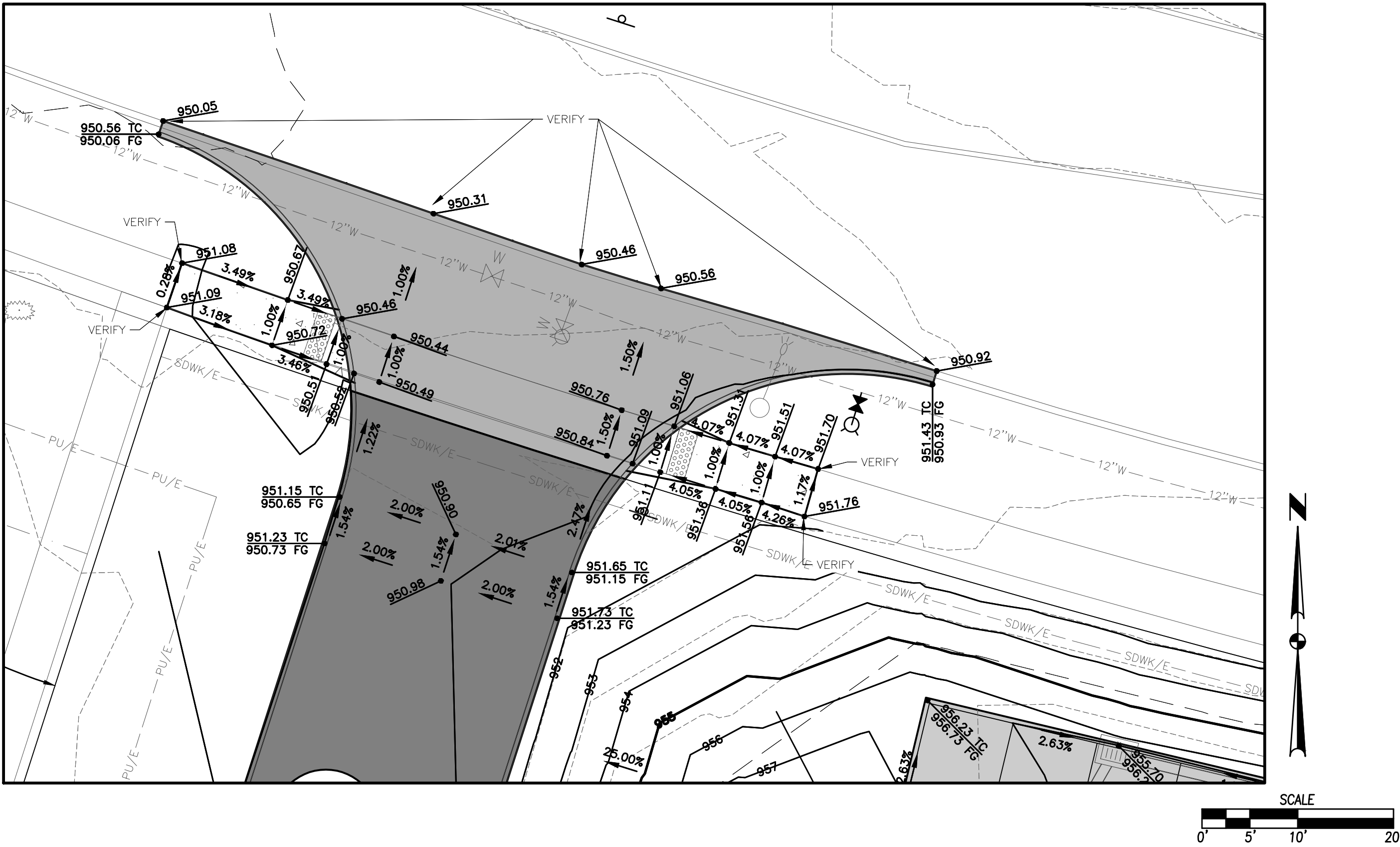
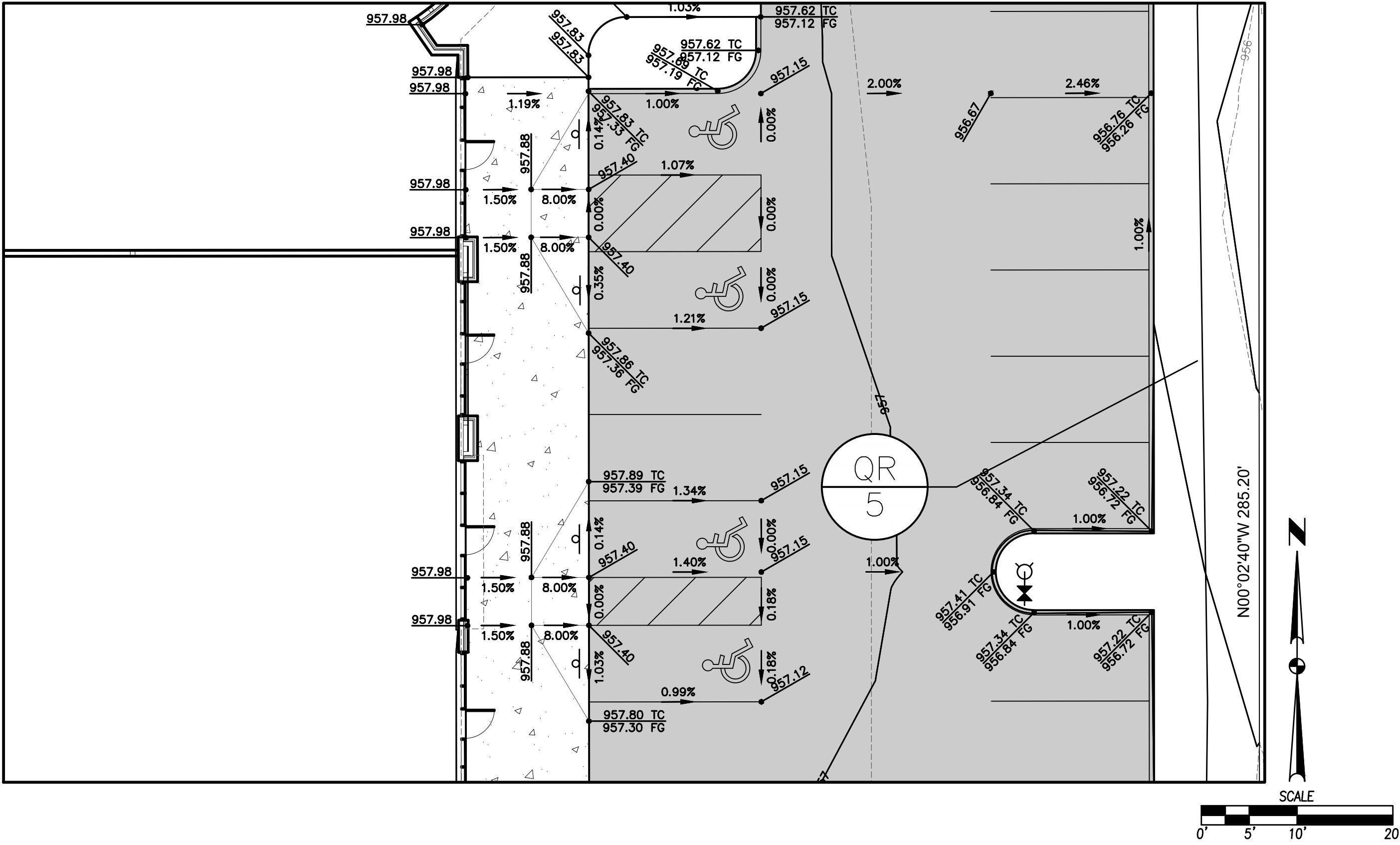
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PHONE: (515) 369-4400

ER:	TECH:
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GRIMES IOWA

2307481





HOPE PLAZA III

EROSION AND SEDIMENT CONTROL PLAN

VICINITY MAP

NOT TO SCALE



GRIMES, IOWA

STABILIZATION QUANTITIES

ITEM NO.	ITEM	UNIT	TOTAL
1	SILT FENCE	LF	1,624
2	FILTER SOCK	LF	75
3	PERMANENT SEEDING (TYPE 2)	AC	0.62
4	TEMPORARY SEEDING (TYPE 5)	AC	0.62
5	STRAW MATTING	SF	500
6	INLET PROTECTION DEVICES	EA	11
7	CONCRETE WASHOUT PIT	EA	1

NOTES:

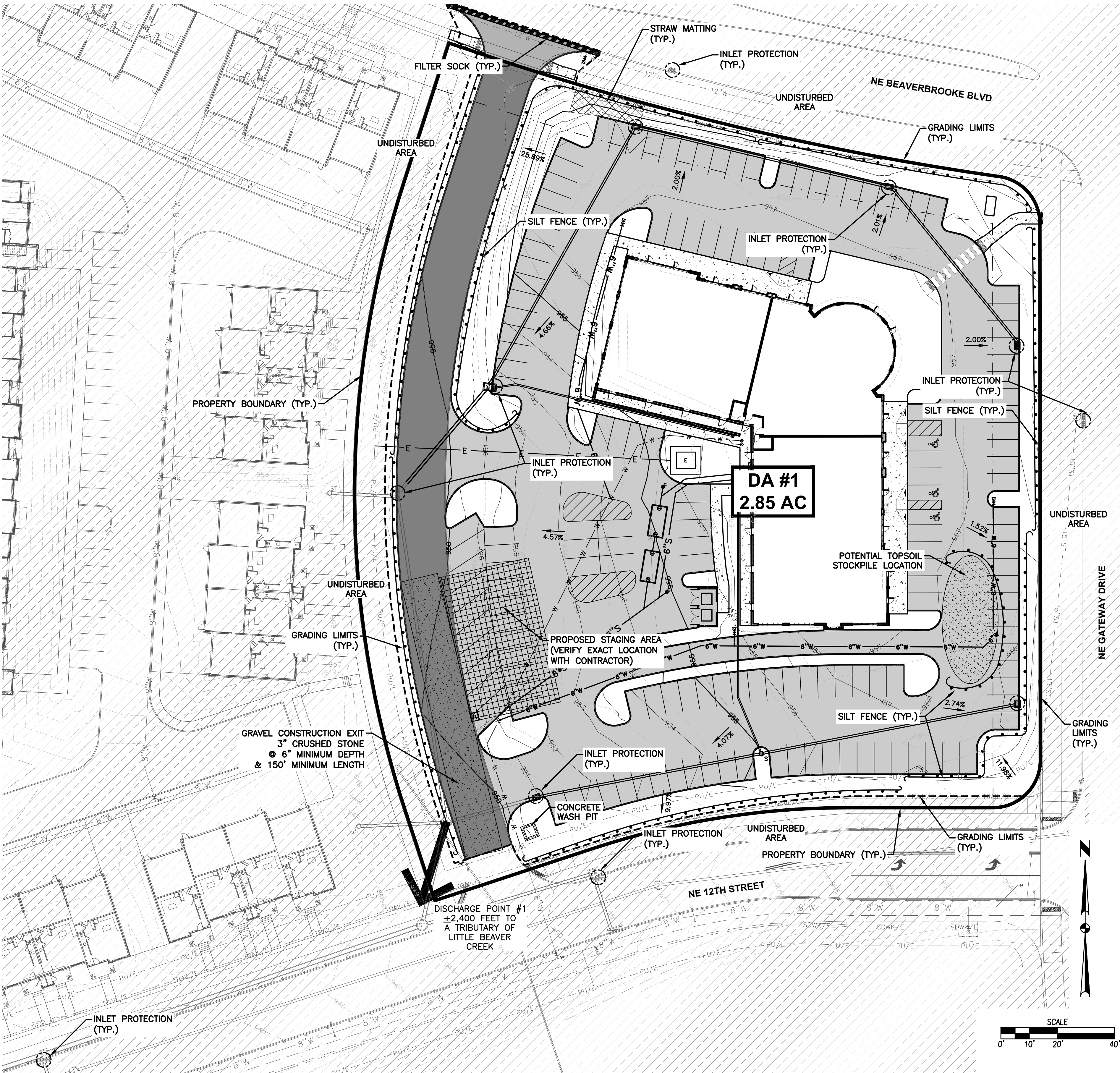
- IF DEWATERING IS NEEDED FOR ANY REASON, DISCHARGE OF WATER OFFSITE IS TO CONFORM WITH THE GENERAL PERMIT #2 REQUIREMENT.
- DISTURBED AREAS SHALL BE TEMPORARILY SEEDED OR MULCHED IMMEDIATELY WHENEVER CLEARING, GRADING, EXCAVATING, OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
- STORM SEWERS AND DRAINAGE WAYS SHALL BE PROTECTED FROM CONCRETE SLURRY PRODUCED BY SAWCUTTING AND CONCRETE GRINDING.

DISCHARGE POINT SUMMARY

DISCHARGE POINT #1 TO FOURMILE CREEK ±3000 FT	2.85 ACRES
TOTAL AREA DISTURBED TO DISCHARGE POINT	10,248 CU FT
STORAGE VOLUME REQUIRED (# OF ACRES*3600 CU FT)	
VOLUME PROVIDED IN FILTER SOCK (75 LF @ 2.0 CU FT/LF OF SOCK)	150 CU FT
VOLUME PROVIDED IN SILT FENCE @ SLOPES < 10:1 (500 LF @ 4.5 CU FT/LF OF FENCE)	2,250 CU FT
VOLUME PROVIDED IN SILT FENCE @ SLOPES > 10:1 (1,124 LF @ 10 CU FT/LF OF FENCE)	11,240 CU FT
TOTAL VOLUME PROVIDED	13,640 CU FT

SWPPP LEGEND

DRAINAGE ARROW	X.XX %	AREA TO BE SEEDED	
GRADING LIMITS		STRAW MAT	
FILTER SOCK		UNDISTURBED AREA	
SILT FENCE		RIP-RAP	
DITCH CHECK		GRAVEL ENTRANCE	
INLET PROTECTION		STAGING AREA	
PORTABLE RESTROOM	R		
CONCRETE WASHOUT PIT			



DATE

12/19/2023

11/13/2023

10/30/2023

10/09/2023

REVISIONS

FOURTH SUBMITTAL

THIRD SUBMITTAL

SECOND SUBMITTAL

FIRST SUBMITTAL

4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PHONE: (515) 369-4400

TECH:

ENGINEER:

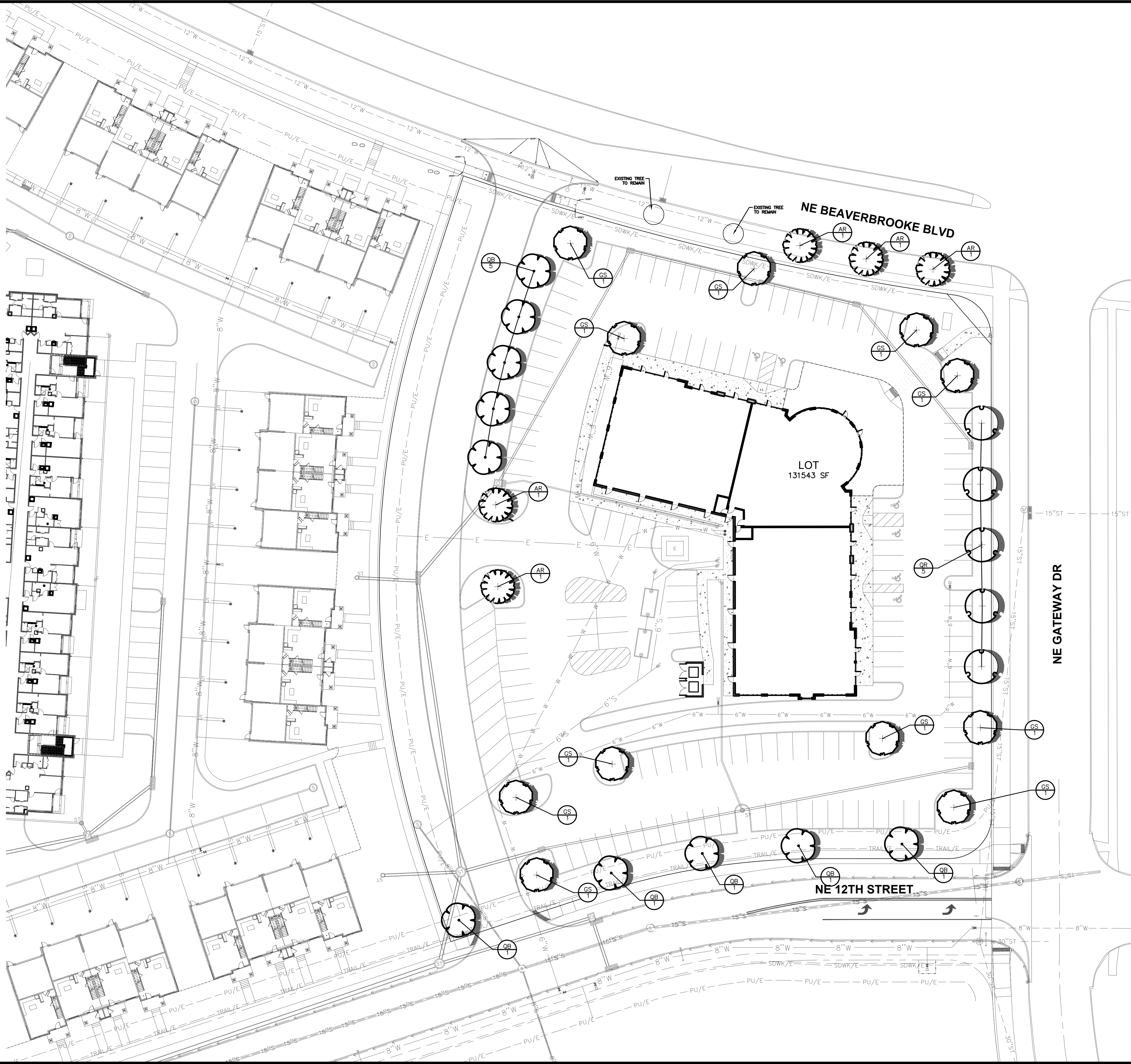
CIVIL DESIGN ADVANTAGE

HOPE PLAZA III

EROSION AND SEDIMENT CONTROL PLAN

C4.0

2307481



LANDSCAPE NOTES

1. LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
2. THE 2022 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
3. TYPE, SIZE, AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1
4. ALL PLANT MATERIAL SHALL BE HEALTHY SPECIMENS WITHOUT DEFORMITIES, VOIDS AND OPEN SPACES, WITH WELL DEVELOPED BRANCH AND ROOT SYSTEMS; TRUE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES OR VARIETY.
5. SOD ALL DISTURBED AREAS.
6. BACKFILL TO TOP OF CURB. (MINUS 1 1/2" FOR SOD, IF REQ.)
7. WEED PREVENTER (PRE-EMERGENT) SHALL BE SPREAD OVER SOIL AFTER PLANTING AND BEFORE MULCHING IN ALL PLANTING BEDS PER MANUFACTURER'S RECOMMENDATIONS.
8. SHREDDED HARDWOOD MULCH SHALL BE PLACED AROUND ALL TREES, SHRUBS AND IN ALL PLANTING BEDS TO A (MIN) DEPTH OF 3".
9. ALL EDGING SHALL BE SPADE CUT EDGE.
10. PLANT QUANTITIES ARE SHOWN FOR INFORMATION ONLY, THE DRAWING SHALL PREVAIL IF ANY CONFLICTS ARISE.
11. ALL DEBRIS SPILLED IN THE PUBLIC R.O.W. SHALL BE PICKED UP BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
12. CONTRACTOR SHALL WARRANTY ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
13. CONTRACTOR SHALL PROVIDE IRRIGATION DESIGN TO OWNER, IF REQUESTED, FOR APPROVAL.

LANDSCAPE REQUIREMENTS

AREAS

LOT = 131,543 SF (3.02 ACRES)

OPEN SPACE
OPEN SPACE REQUIRED: = 32,886 SF (25%)

OPEN SPACE LANDSCAPE REQUIREMENT
1 TREE PER 1,000 SF OF REQUIRED OPEN SPACE

REQUIRED: 33 TREES
PROVIDED: 33 TREES

STREET FRONTAGE NE BEAVERBROOKE BLVD (287 LF)
1 TREE REQUIRED FOR EVERY 50 FEET OF LOT FRONTAGE

REQUIRED: 6 TREES
PROVIDED: 6 TREES (2 EXISTING)

STREET FRONTAGE NE GATEWAY DRIVE (322 LF)
1 TREE REQUIRED FOR EVERY 50 FEET OF LOT FRONTAGE

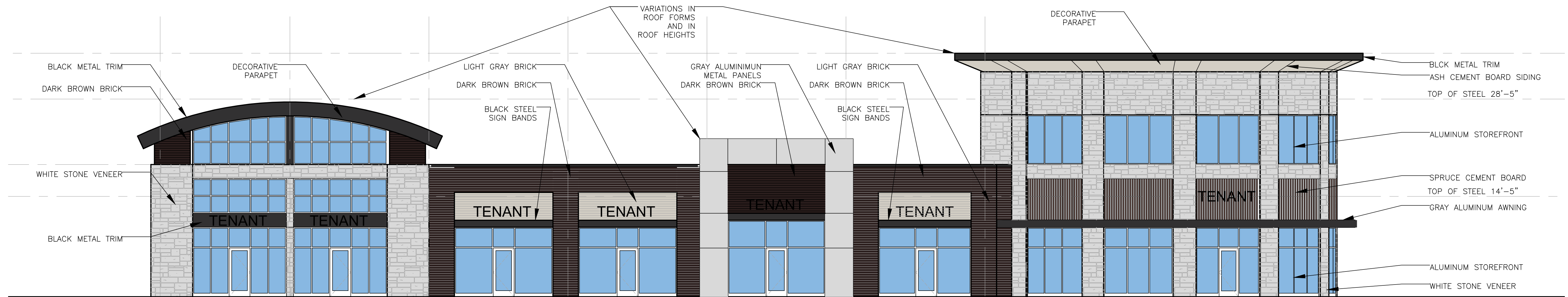
REQUIRED: 7 TREES
PROVIDED: 7 TREES

STREET FRONTAGE NE 12TH STREET (286 LF)
1 TREE REQUIRED FOR EVERY 50 FEET OF LOT FRONTAGE

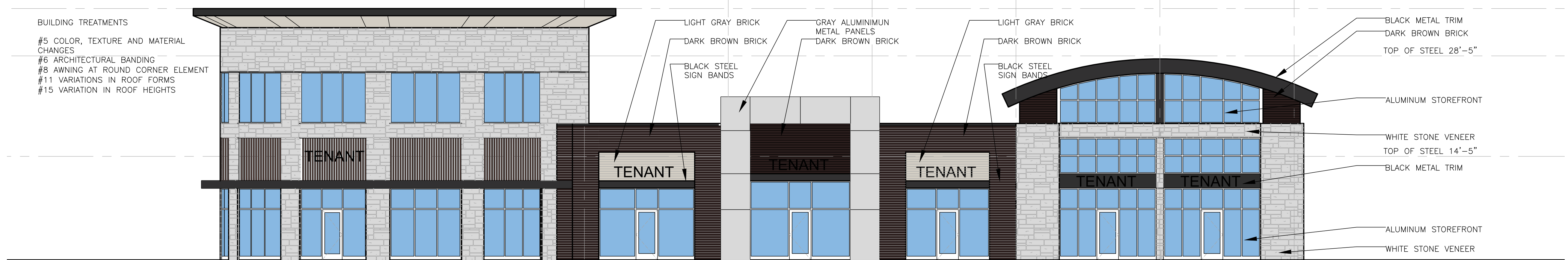
REQUIRED: 6 TREES
PROVIDED: 6 TREES

*NOTE
REQUIRED STREET TREES AND BUFFER TREES COUNT TOWARDS
REQUIRED OPEN SPACE TREES

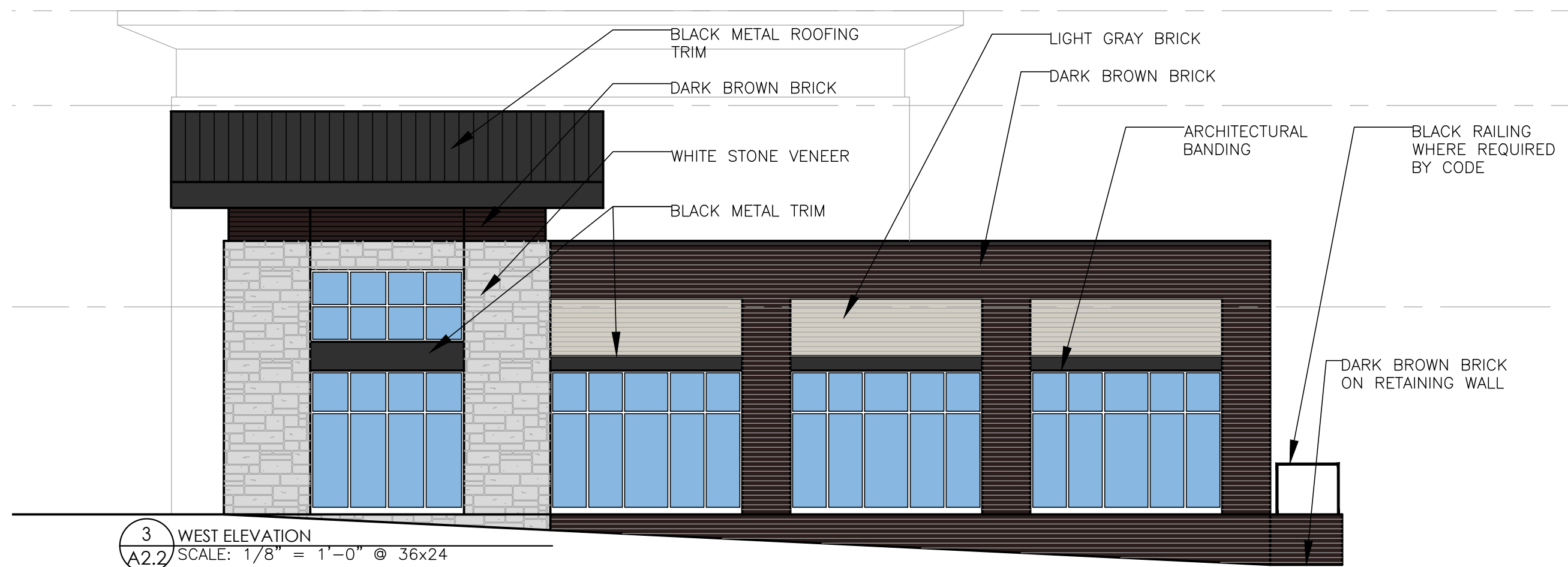
PLANT SCHEDULE				
CODE	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
OVERSTORY TREES				
AR	5	Red Maple	Acer rubrum	B&B, 8' HEIGHT
GS	11	Skyline Honey Locust	Gleditsia triacanthos 'Skyline'	B&B, 8' HEIGHT
QB	10	Swamp White Oak	Quercus bicolor	B&B, 8' HEIGHT
QR	5	Red Oak	Quercus rubra	B&B, 8' HEIGHT



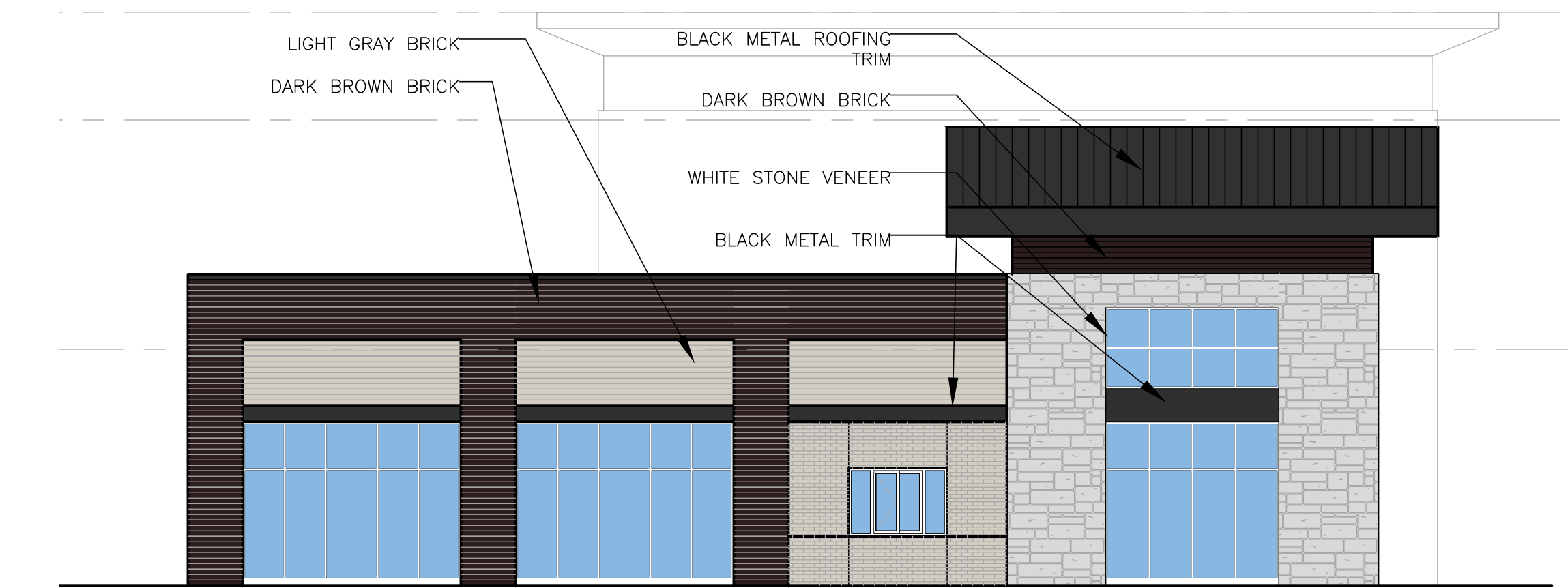
1 EAST ELEVATION
A2.2 SCALE: 1/8" = 1'-0" @ 36x24



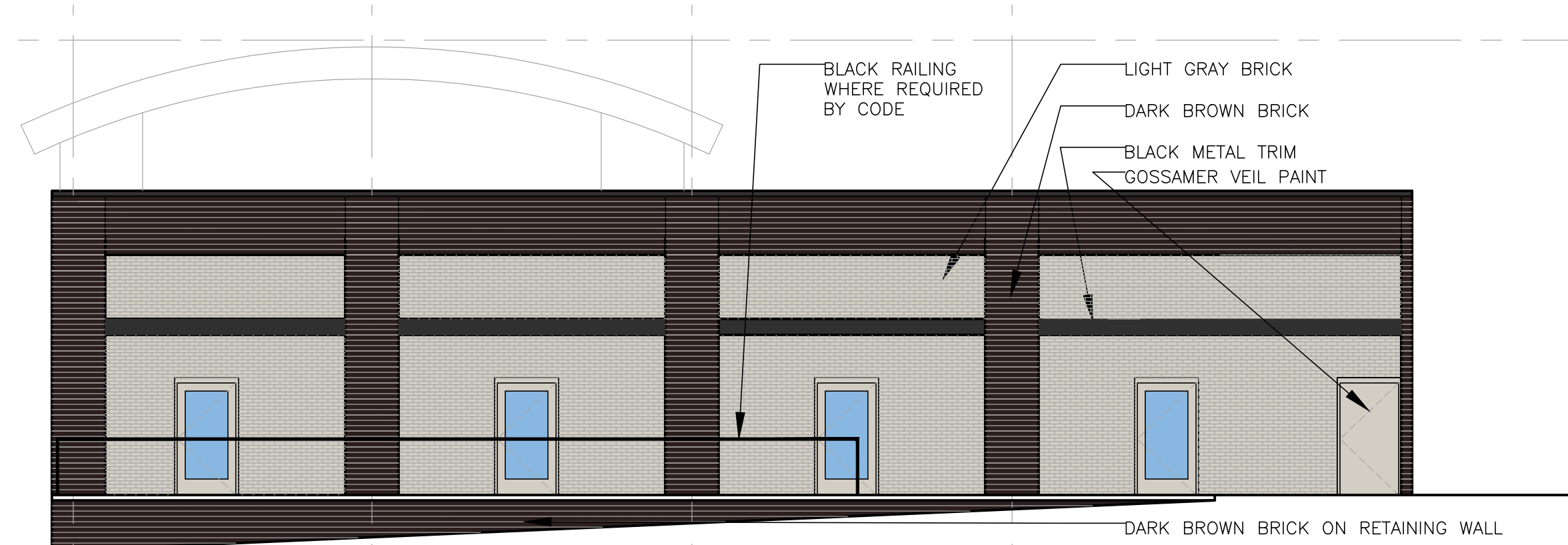
2 NORTH ELEVATION
A2.2 SCALE: 1/8" = 1'-0" @ 36x24



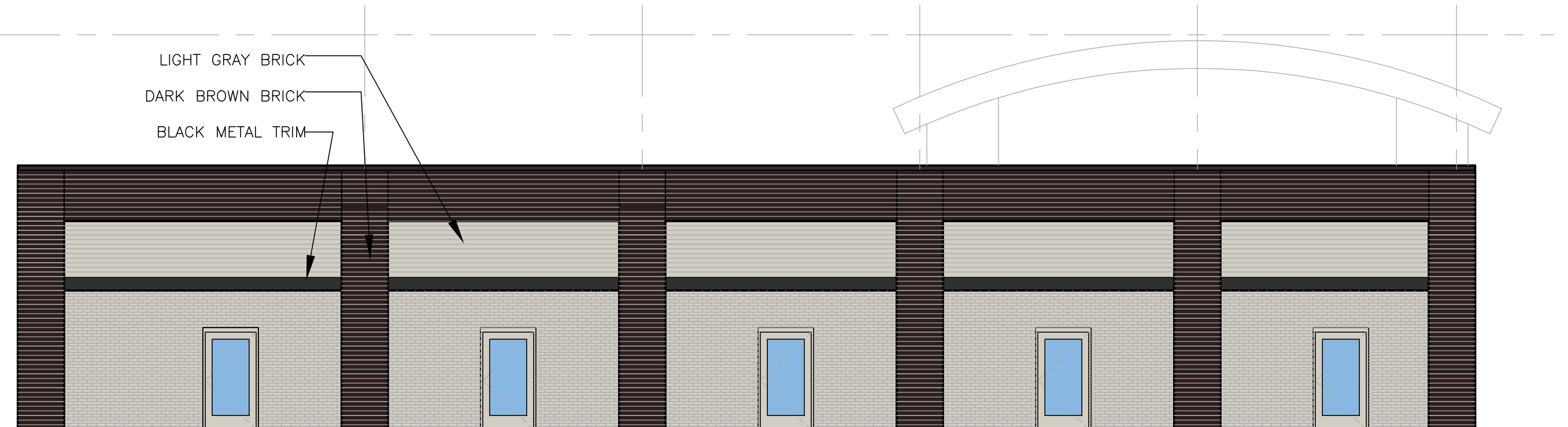
3 WEST ELEVATION
A2.2 SCALE: 1/8" = 1'-0" @ 36x24



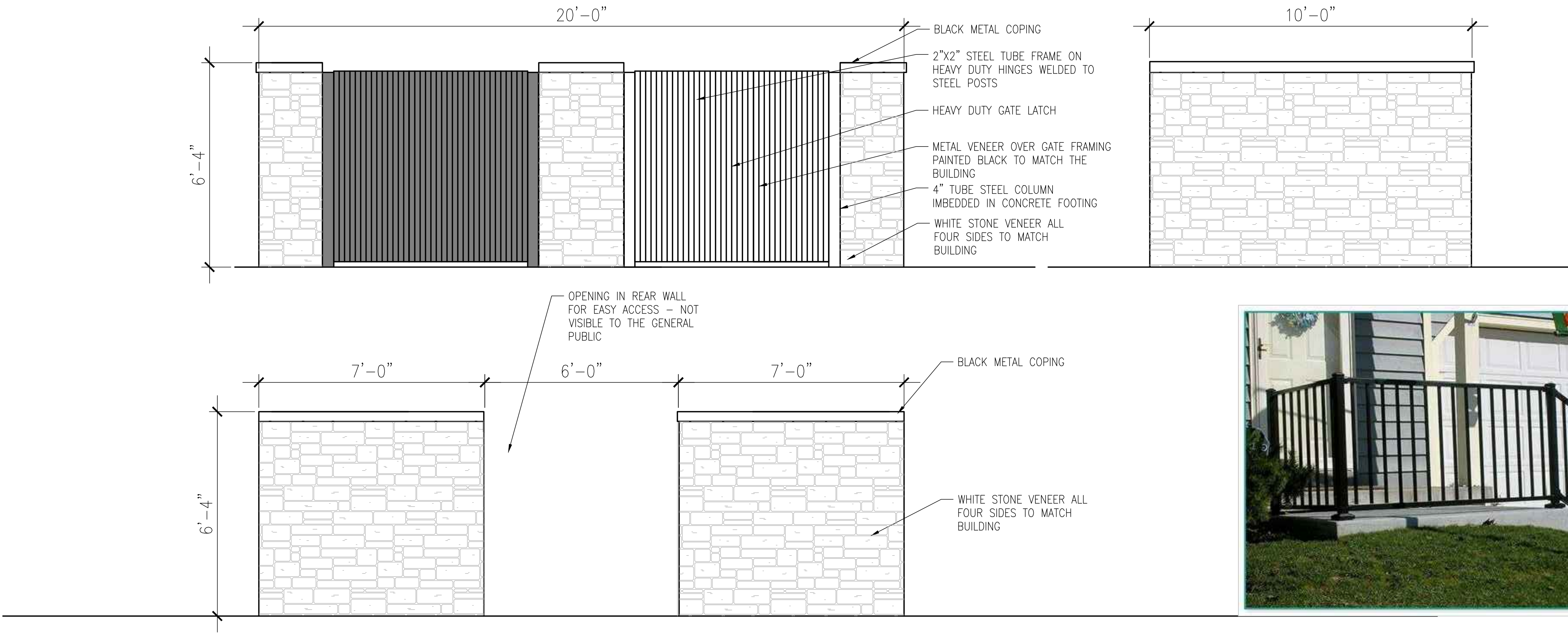
4 SOUTH ELEVATION
A2.2 SCALE: 1/8" = 1'-0" @ 36x24



5 REAR ELEVATION
A2.2 SCALE: 1/8" = 1'-0" @ 36x24



6 REAR ELEVATION
A2.2 SCALE: 1/8" = 1'-0" @ 36x24



1 TRASH ENCLOSURE ELEVATIONS
A2.3 SCALE: 1/2" = 1'-0" @ 36x24

2 METAL RAILING ELEVATION
A2.3 SCALE: 1/2" = 1'-0" @ 36x24



ISSUED / REVISION	DATE
START APPROVAL	01-02-2024

STAFF APPROVAL 1-2-2024

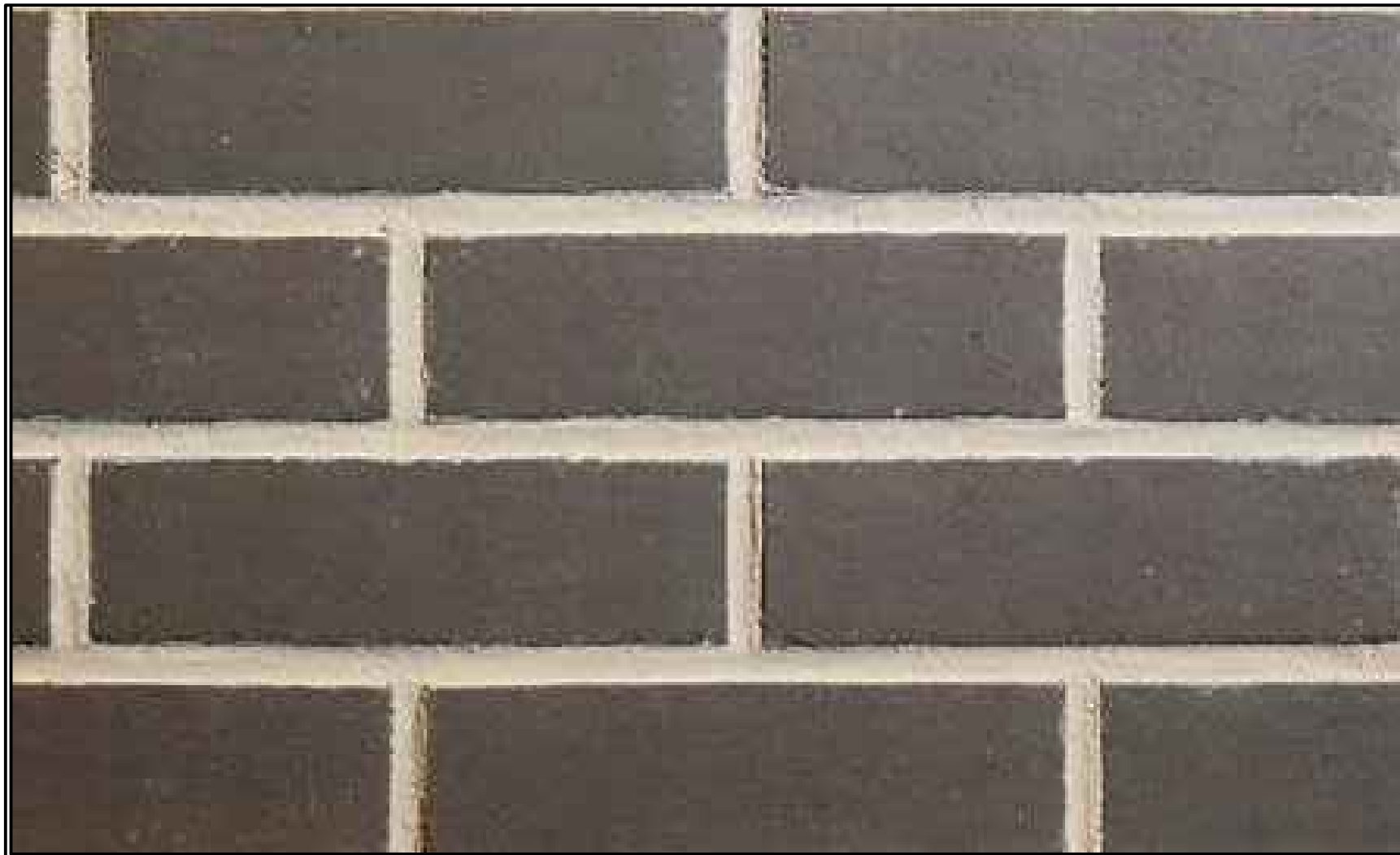
Hope Plaza III
Speculative Retail Building
Grimes, Iowa



JOB NO. 2300585

TITLE

SHEET
A2.3



DARK BROWN BRICK VENEER



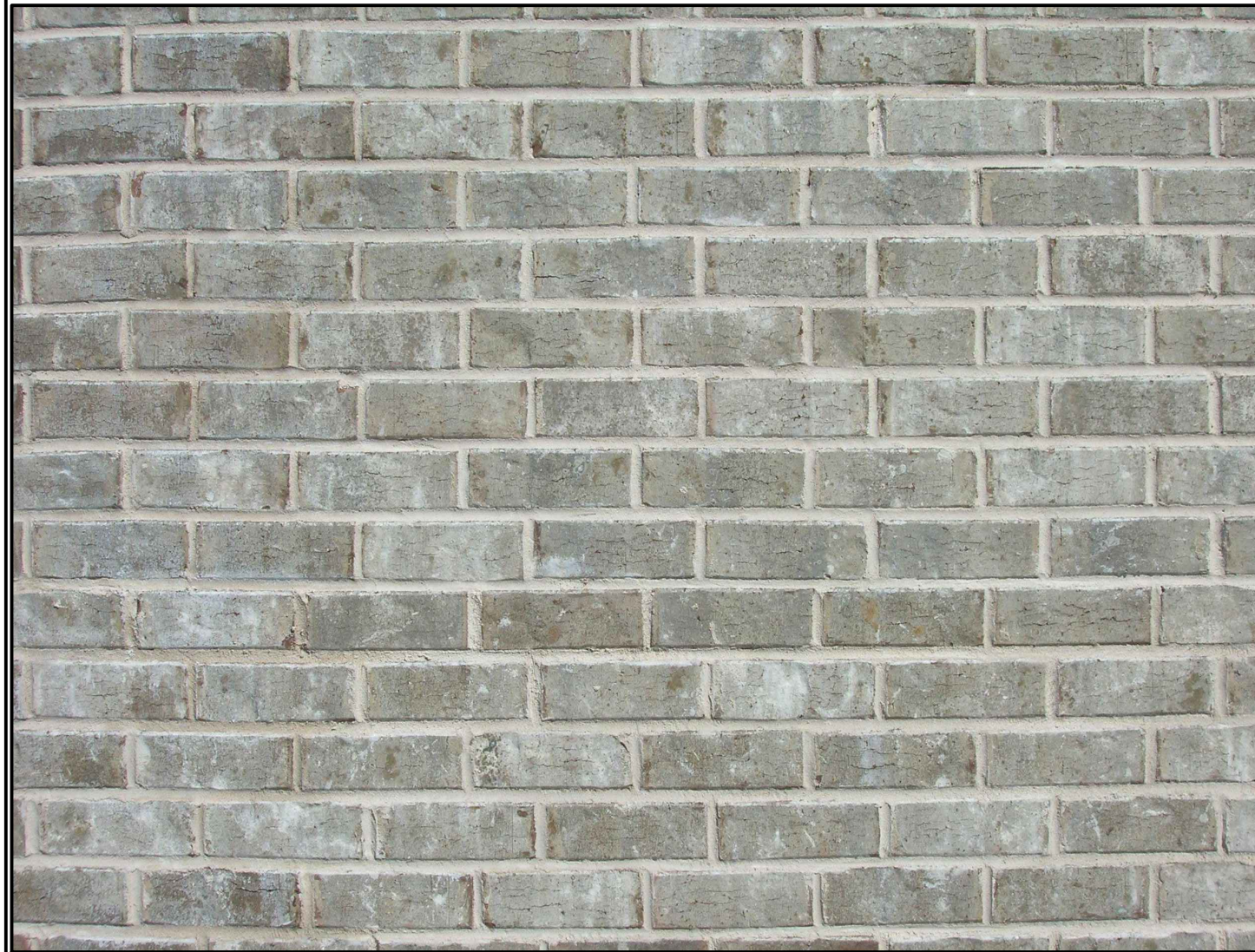
GRAY ALUMINUM METAL SIDING



GRAY ALUMINUM CANOPY



BLACK STEEL SIGN PANELS -GRAY GLASS



LIGHT GRAY BRICK VENEER



ASH CEMENT BOARD SIDING



SPRUCE CEMENT BOARD SIDING



WHITE STONE VENEER

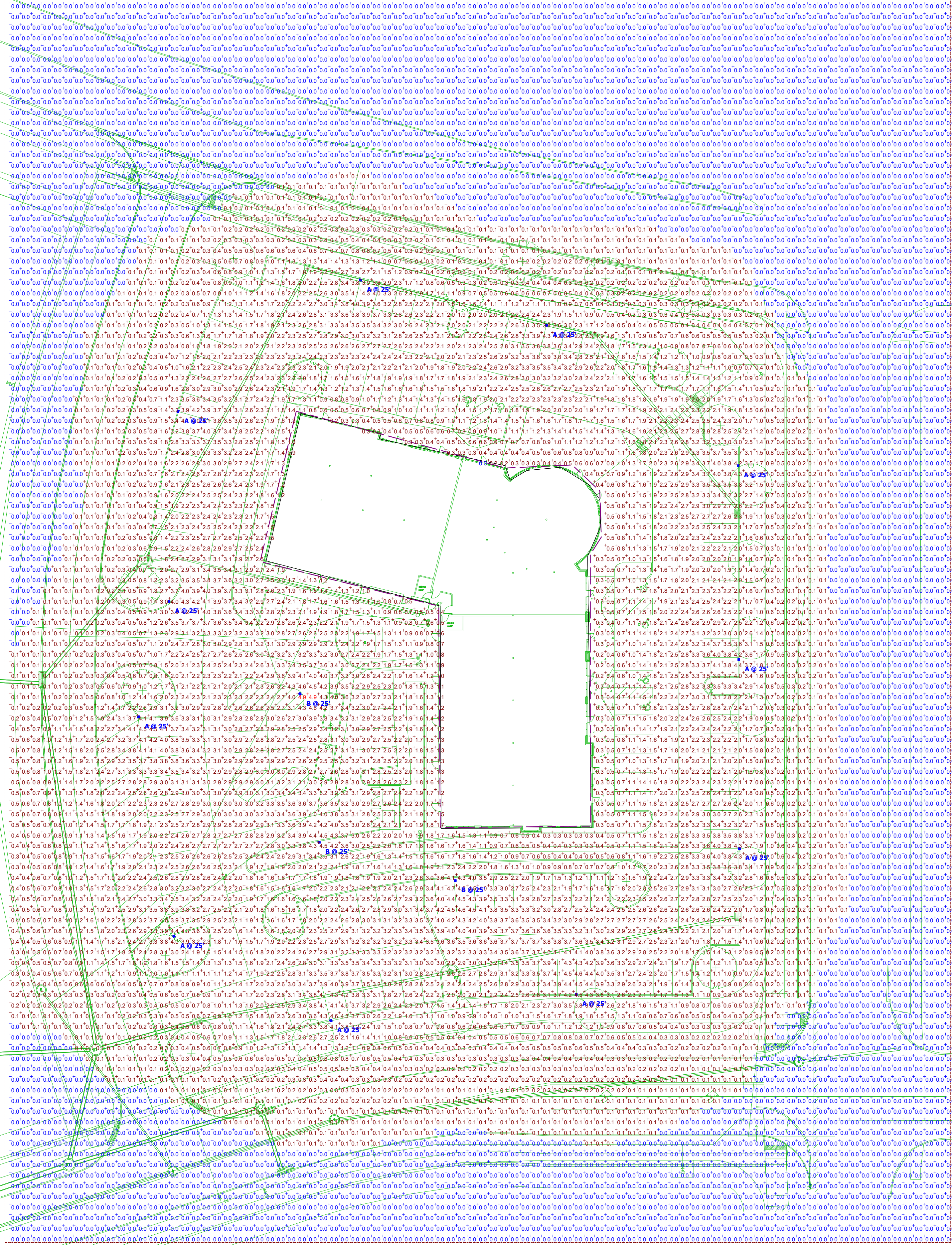


BLACK ALUMINUM STOREFRONT



EXTERIOR PAINT COLORS

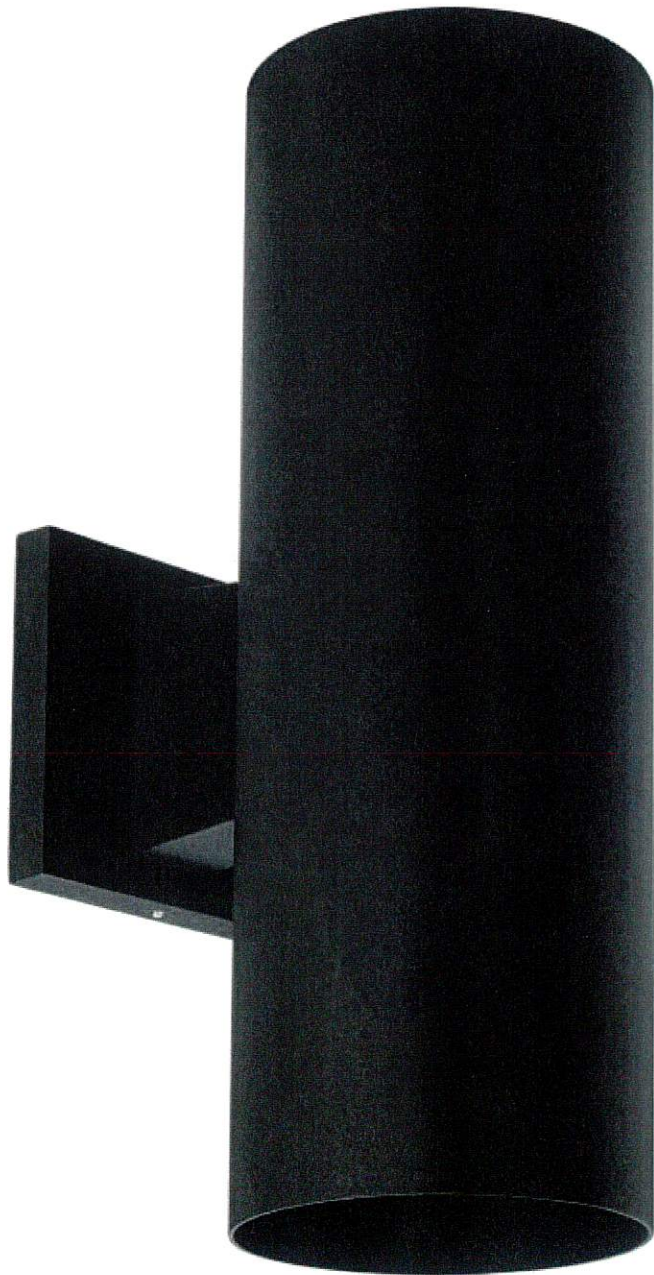




Plan View
Scale - 1" = 30ft

See Our **Deals** Page [Here!](#)

[HOME](#) > [OUTDOOR LIGHTING](#) > [PROGRESS LIGHTING](#) > 5IN CYL RND S OUTDOOR WALL SCNCE



[Help](#)

Share This Product

Progress Lighting P560290-031 Outdoor Wall Sconce Cylinder, 2-Light 150 Total Watts, Black

SKU: P560290-031

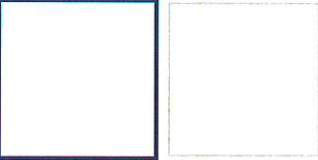
Be the first to review this product

- 14" Height x 7" Width x 5" Length
- 2-75W PAR30-Type Bulbs
- CSA Listed for Wet Locations

Our Price: **\$139.16**

List: **\$208.74**

Selected Finish : **Black**



Quantity:

ADD TO CART

Pay in 4 interest-free payments of \$34.79 with **PayPal**. [Learn more](#)

Free Shipping

Ships in 1 to 2 days

99+ In Stock

as of Nov 10, 08:02 PM

FEATURES ^

- [Description](#)
- [Lighting Dimensions](#)
- [Mounting Details](#)
- [Light Type](#)
- [Shipping Dimensions](#)
- [Material and Finish](#)
- [Certifications](#)

DESCRIPTION

Progress Lighting P560290-031 Outdoor Wall Sconce Cylinder, 2-Light 150 Total Watts, Black

- 5IN CYL RNDS OUTDOOR WALL LIGHT DIMENSIONS: 14" Height x 7" Width x 5" Length (Backplate: 4.45"W x 4.45"H x 0.65"D)
- LIGHT: 2-75 Watt E26 Medium Base PAR30-Type Bulbs, Bulbs Not Included, 150 Total Watts
- Install Position: As Shown in Image; Hardware to Mount Fixture to an Existing Junction Box Included (Junction Box Not Included)
- CSA Listed for Wet Locations
- FINISH: Black, MATERIAL: Aluminum
- 100% SATISFACTION GUARANTEED: Manufacturer's 1 Year Limited Warranty. 365 Day Returns or Exchanges to Del Mar Fans & Lighting.

UPC: 785247261840

This stylish, sleek 5 in. round cylinder provides an elegant and versatile solution for your outdoor lighting needs. A wet-location rated lens is included, making the fixture ready for wet-location use right out of the box. Uses two medium base bulbs (sold separately). The light sources direct light up and down and offer beautiful, glare-free illumination.

LIGHTING DIMENSIONS

Height 14"

Width 7"

MOUNTING DETAILS

Canopy Dimensions 4.45"w x 4.45"h x 0.65"d

Junction Box

Mounting System Wall Mount

LIGHT TYPE

Bulb 2 Included No

Bulb Base Type E26 Medium

Bulb Quantity 2

Bulb Technology

Bulb Watts	75
Bulb1 Included	No
Total Watts	150
Voltage	120

SHIPPING DIMENSIONS

Carton Height	15.625
Carton Length	9
Carton Width	6.25

MATERIAL AND FINISH

Finish	Black
Material	Aluminum
Shade	

CERTIFICATIONS

Certification	CSA Approved for Wet Locations in US and Canada
----------------------	---

REVIEWS ▾

SHIPPING ▾

RETURN POLICY ▾

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Town of Grimes Plat 2 Amended Final Plat

BACKGROUND: The City currently owns the subject property along SE Main Street and has a purchase agreement with Graystone Companies, LLC to sell the property. As part of the development and sale process, the City is platting the existing three lots into one lot for future development. The plat will reserve a public ingress/egress easement through the existing parking lot and a private ingress/egress easement for driveway access for the neighboring residence.

A portion of the alleyway has now been vacated and will be incorporated into the plat and will now be privately owned and maintained. However, the reserved ingress/egress easement through the parking lot will allow public access to continue through the property.

This final plat was previously approved by Council at the August 22, 2023 meeting. Since then, staff noticed that the public ingress/egress easement was not shown in the correct location to line up with the existing drive aisle of the parking lot. The public ingress/egress easement has been revised to be shown in the correct location and legal description adjusted accordingly. Due to the easement location change, the amended final plat is required to be approved by Council. Upon Council approval, the plat will be recorded.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: No

BOARD/COMMISSION ACTIONS: Planning and Zoning Commission recommended approval 06/05/2023

STAFF RECOMMENDATION: Staff recommends approval of the amended final plat for Town of Grimes Plat 2.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Evann Martin, Assistant Planner, 515-986-4050, emartin@grimesiowa.gov

Prepared by: Evann Martin, Assistant Planner

Return to: Evann Martin, Assistant Planner

RESOLUTION 01-4524 APPROVING AMENDED FINAL PLAT OF TOWN OF GRIMES PLAT
2 AND CERTAIN RELATED AGREEMENTS AND EASEMENTS

Grimes Resolution No. 01-4524

WHEREAS, the accompanying materials for Town of Grimes Plat 2, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa (the "Plat"), have been filed with the City Clerk of the City of Grimes, Iowa, by the City of Grimes, (the "City"); and

WHEREAS, the City has requested final approval of the Plat; and

WHEREAS, the Grimes Planning and Zoning Commission has recommended that the Plat be approved; and

WHEREAS, the plat of Town of Grimes Plat 2 and the documents relating thereto comply in all other respects with the City of Grimes's Subdivision Ordinance.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa:

That the plat of Town of Grimes Plat 2 be and the same is hereby accepted and approved by the City Council of the City of Grimes.

BE IT FURTHER RESOLVED that the City of Grimes does hereby accept the following additional easements to be filed with the Plat:

1. Public Utility Easement
2. Public Ingress-Egress Easement
3. Private Ingress-Egress Easement

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized and directed to execute all other associated agreements, and file the final plat of Town of Grimes Plat 2, as well as any other documents related thereto, with the Polk County Recorder.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

DATE

June 5, 2023

PROJECT NAME

Town of Grimes Plat 2
Final Plat

APPLICANT

City of Grimes

REQUESTED ACTION

Combine the existing three lots into one lot for future development

LOCATION

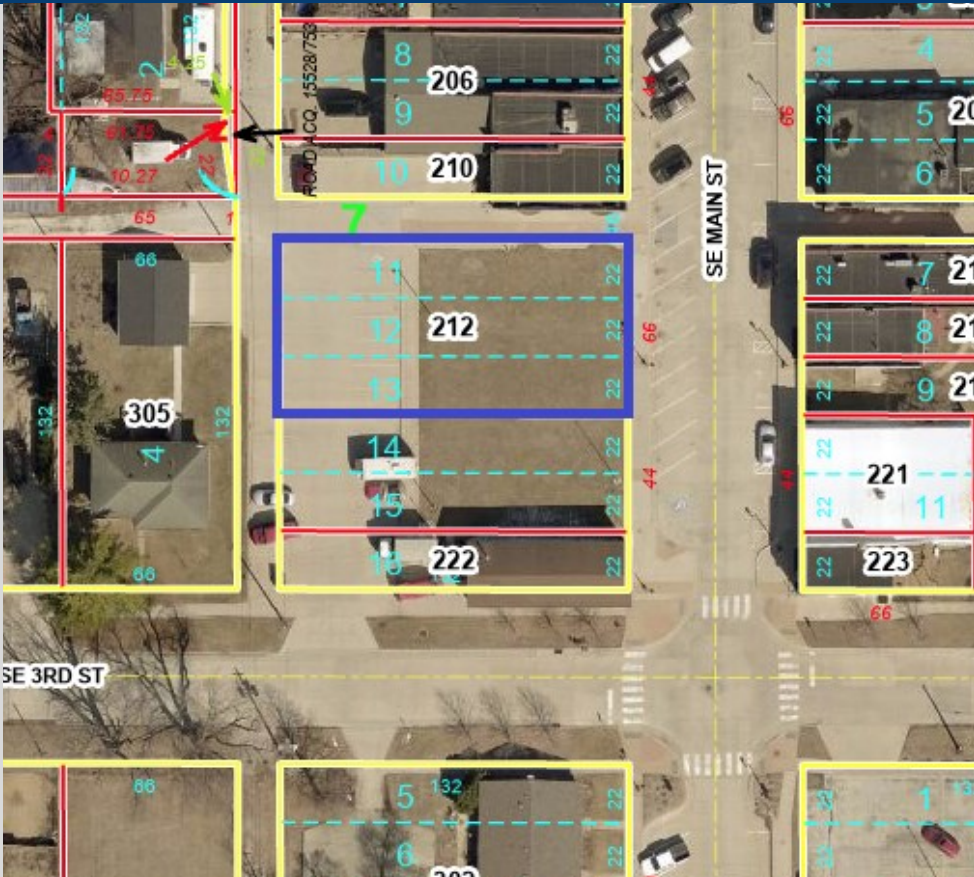
212 SE Main Street

ZONING

C-1

PLANNER

Evann Martin
emartin@grimesiowa.gov
515-986-4050



Location Map



Zoning Map

Relation to Comprehensive & Neighborhood Plans

LAND USES & ZONING

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Downtown/Governor's District	C-1
North	Commercial	Downtown/Governor's District	C-1
South	Commercial	Downtown/Governor's District	C-1
East	Commercial	Downtown/Governor's District	C-1
West	Residential	Downtown/Governor's District	C-1

PARKS

A mixed-use building with commercial and multi-family units is proposed to be constructed on the site. Because there are residential units planned, parkland dedication is required. Due to the limited size of the property and small number of proposed units, the developer will provide a fee in lieu of dedicating land to the City. The fee will be used for improvements at Wallace Park.



Future Land Use Map

Legal

Legal

The final plat calls for a portion of the existing city-owned alley to the west to be vacated and incorporated into the plat boundary. Upon vacation, the alley would be part of the plat-ted property and be privately owned once the City disposes of the property. Public and private ingress/egress easements are reserved on the plat to preserve the existing access patterns through the property. The alley vacation will be completed through a separate public hearing process.

Once the plat is recorded and the site plan is approved, the City will dispose of the property to the developer to begin construction. The disposal will require Council approval and associated legal documentation.

The City Attorney is in the process of preparing the legal documents associated with the final plat and property disposal.



Plat Map



Because this property is located within the oldest part of town and was previously developed, no storm water detention was previously provided and is not required.

Access is provided along SE Main Street and via the alley on the west side of the property. Ingress-egress easements will be reserved to allow public access through the parking lot on the west side of the property as well as maintain private access for the residence to the west.

The three existing lots will be platted into one lot for development.

The existing city-owned alley on the west side of the property will be vacated and included in the plat. When the City disposes of the property, that portion of the alley will become privately owned.

Conclusion

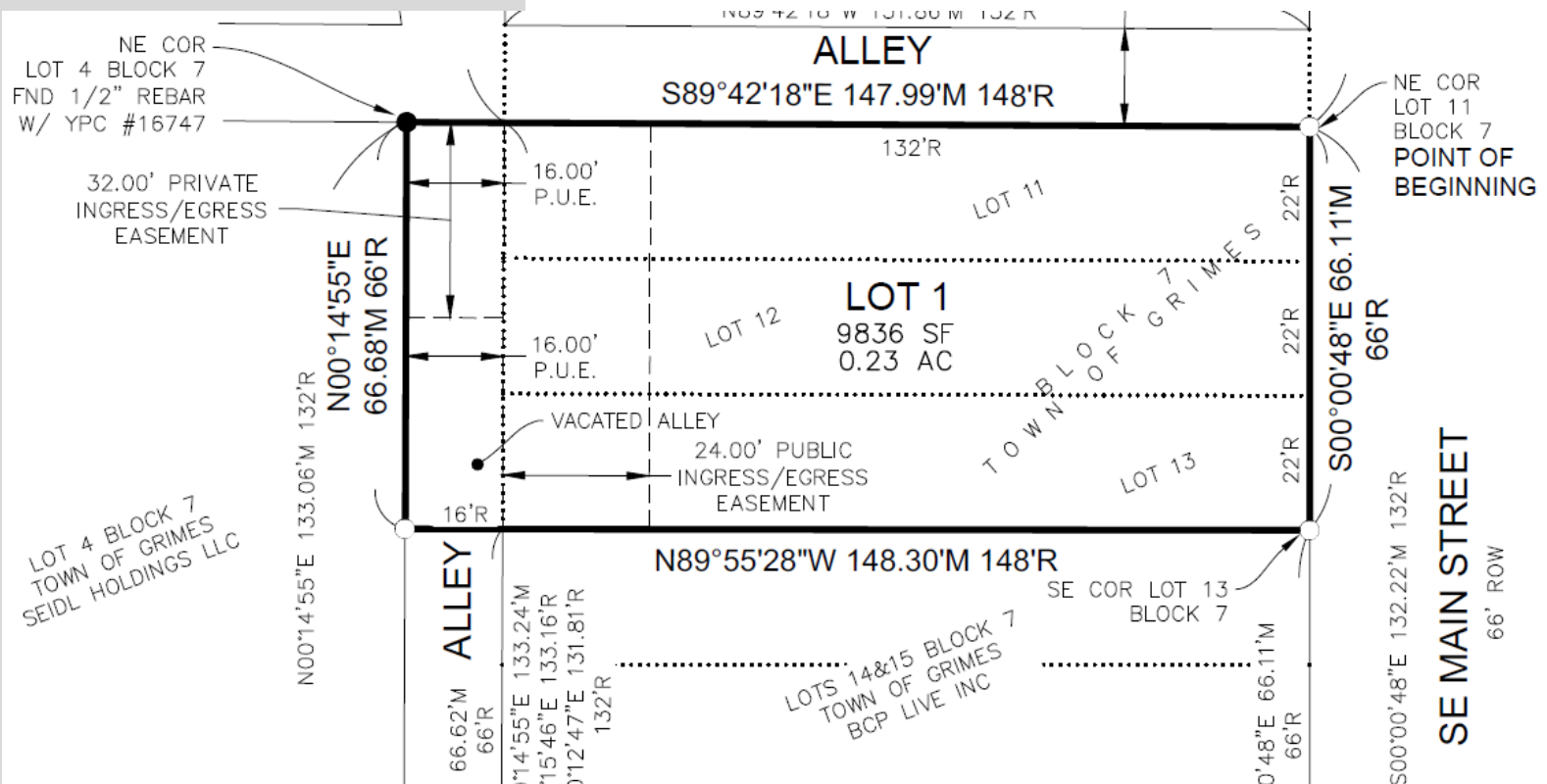
STAFF RECOMMENDATION

Staff recommends approval of the final plat.

Conclusion

The final plat will combine the existing three lots into one lot for future development.

A portion of the existing City alley with will vacated through the public hearing process. However, ingress/egress easements will be provided through the property to maintain the existing traffic pattern.





Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~May 19, 2023~~

May 24, 2023

Civil design Advantage

Attn: Mike Brooner

4121 NW Urbandale Drive

Urbandale, IA 50322

RE: Town of Grimes Plat 2 Final Plat

Dear Mr. Brooner:

The Development Services Department is in receipt of a proposed Final Plat for the Town of Grimes Plat 2. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Provide 24' north/south public ingress/egress easement through the property to line up with the existing drive aisle. See attached exhibit below.~~
- ~~2. Please add a private ingress/egress easement for the driveway of the property to the west of the vacated alley. See attached exhibit below.~~
- ~~3. A 16' wide PUE will be needed through the proposed alley vacation area.~~
- ~~4. Please provide legal descriptions for the easements.~~
- ~~5. Please provide letter or email confirming that monuments are in place.~~



Legal Comments: The City will prepare the legal documents

1. ~~Title opinion~~
2. ~~Consent(s) to Plat~~
 - a. ~~Owner consent~~
 - b. ~~Mortgagee consent (if applicable)~~
3. ~~Treasurer's Certificate~~
4. ~~County Subdivision Name Approval~~
5. ~~Easement documents and legal descriptions~~

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE: May 26, 2023
(1 PDF of Final Plat and Legals)

PLANNING & ZONING: June 5th at 5:30

COUNCIL MEETING: June 27th at 5:30

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,
Evann Martin
Assistant Planner

INDEX LEGEND

LOCATION: LOTS 11, 12, & 13, BLOCK 7 & PART OF VACATED ALLEY, ORIGINAL TOWN OF GRIMES, GRIMES, POLK COUNTY, IOWA

REQUESTOR: CITY OF GRIMES

PROPRIETOR: CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111-2051

SURVEYOR: MICHAEL A. BROONER

COMPANY: CIVIL DESIGN ADVANTAGE

PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: 515-369-4400

TOWN OF GRIMES PLAT 2
FINAL PLAT

PLAT DESCRIPTION

ALL OF LOTS 11 THROUGH 13 OF BLOCK 7, AND THAT PORTION OF THE VACATED ALLEY LYING WESTERLY AND ADJACENT TO SAID LOTS, ALL IN THE TOWN OF GRIMES, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 11 OF BLOCK 7; THENCE SOUTH 00°00'48" EAST ALONG THE EAST LINE OF SAID BLOCK 7, A DISTANCE OF 66.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13; THENCE NORTH 89°55'28" WEST ALONG THE SOUTH LINE SAID LOT 13 AND WESTERLY EXTENSION THEREOF, 148.30 FEET TO THE WESTERLY LINE OF SAID VACATED ALLEY; THENCE NORTH 00°14'55" EAST ALONG SAID WESTERLY LINE, 66.68 FEET TO THE NORTHEAST CORNER OF LOT 4 OF SAID BLOCK 7; THENCE SOUTH 89°42'18" EAST ALONG THE NORTHERLY LINE OF SAID LOT 11 AND THE WESTERLY EXTENSION THEREOF, 147.99 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.23 ACRES (9,836 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

PROPERTY ADDRESS

212 SE MAIN ST
GRIMES, IA 50111

OWNER

CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111-2051

DATE OF SURVEY

MARCH 7, 2023

ENGINEER/SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322

ZONING

C-1: COMMERCIAL DISTRICT

BULK REGULATIONS

FRONT YARD: SAME AS REQUIRED IN R-3 HIGH DISTRICT FOR RESIDENTIAL USES; NO MINIMUM REQUIREMENTS FOR ANY OTHER PERMITTED USE
SIDE YARDS: SAME AS REQUIRED IN R-3 HIGH DISTRICT FOR RESIDENTIAL USES; NO MINIMUM REQUIREMENTS FOR ANY OTHER PERMITTED USE, EXCEPT WHEN ADJOINING ANY "R" DISTRICT, IN WHICH CASE - 10 FEET
REAR YARD: NONE REQUIRED, EXCEPT WHEN ADJOINING ANY "R" DISTRICT, IN WHICH CASE - 25 FEET

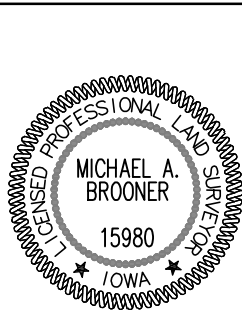
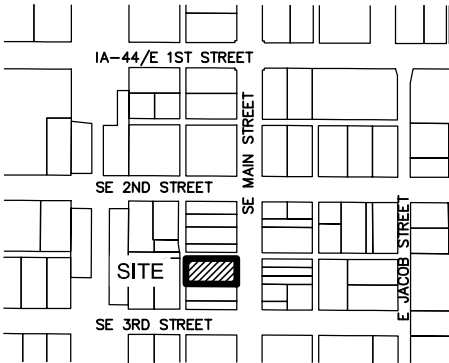
LEGEND

1/2" REBAR, YELLOW PLASTIC CAP #15980 (UNLESS OTHERWISE NOTED)
MEASURED BEARING & DISTANCE
RECORDED BEARING & DISTANCE
DEEDED BEARING & DISTANCE
CURVE ARC LENGTH
BUILDING SETBACK LINE
PLAT BOUNDARY

FOUND SET

M
R
D
AL

VICINITY MAP (1"=500')



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Michael Brooner
MICHAEL A. BROONER, P.L.S.

12-04-2023
DATE

LICENSE NUMBER 15980
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET

SCALE 1"=30'
0' 30'



FILE: PL-2023-03-07-14-NW-03-07-14-FINAL PLATING
DATE: 12/14/2023 7:57 AM
DRAWN BY: MICHAEL BROONER

REVISIONS

DATE	REVISIONS
12-4-23	REVISED PUBLIC ACCESS EASEMENT
05/23/23	SECOND SUBMITTAL
03/13/23	FIRST SUBMITTAL

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

REVIEW:
TECH:
ENGINEER:

TOWN OF GRIMES PLAT 2
FINAL PLAT

GRIMES, IOWA

1/1

2302.124

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: 212 SE Main Street Site Plan

BACKGROUND: The City currently owns the subject property along SE Main Street and has a purchase agreement with Graystone Companies, LLC to sell the property. As part of the purchase agreement, a site plan is required to be approved prior to closing of the property. Graystone Companies, LLC is requesting approval of the site plan to construct a two-story mixed-use building with commercial retail space along SE Main Street and eight dwelling units, two on the ground level and six units on the second level. The existing parking lot will remain in place with a few minor changes to pavement striping, and the addition of a dumpster enclosure and transformer.

At the Council meeting held on December 12, 2023, the site plan approval for this project was tabled. A neighboring property owner raised concerns of the proximity of the dumpster enclosure to their residential property. Staff worked with the developer to move the dumpster enclosure to the east side of the parking lot away from the residential property. Staff have confirmed with the neighboring property owner that the revised site plan is acceptable in addressing the concerns.

A final plat will be approved for the property to combine the original three lots into one lot, incorporate a portion of vacated alleyway, and reserve a public ingress/egress easement through the existing parking lot to preserve the existing traffic patterns through the site.

BUDGETARY CONSIDERATIONS: N/A

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 X _____

BOARD/COMMISSION ACTIONS: Planning and Zoning Commission recommended approval 10/03/2023

STAFF RECOMMENDATION: Staff recommends approval of the 212 SE Main Street Site Plan subject to remaining staff comments.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Evann Martin, Assistant Planner, 515-986-4050, emartin@grimesiowa.gov

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

DATE

October 3, 2023

PROJECT NAME

212 SE Main Street Site Plan

APPLICANT

Graystone Companies, LLC

REQUESTED ACTION

Approve the site plan for a mixed-use commercial and multi-family building

LOCATION

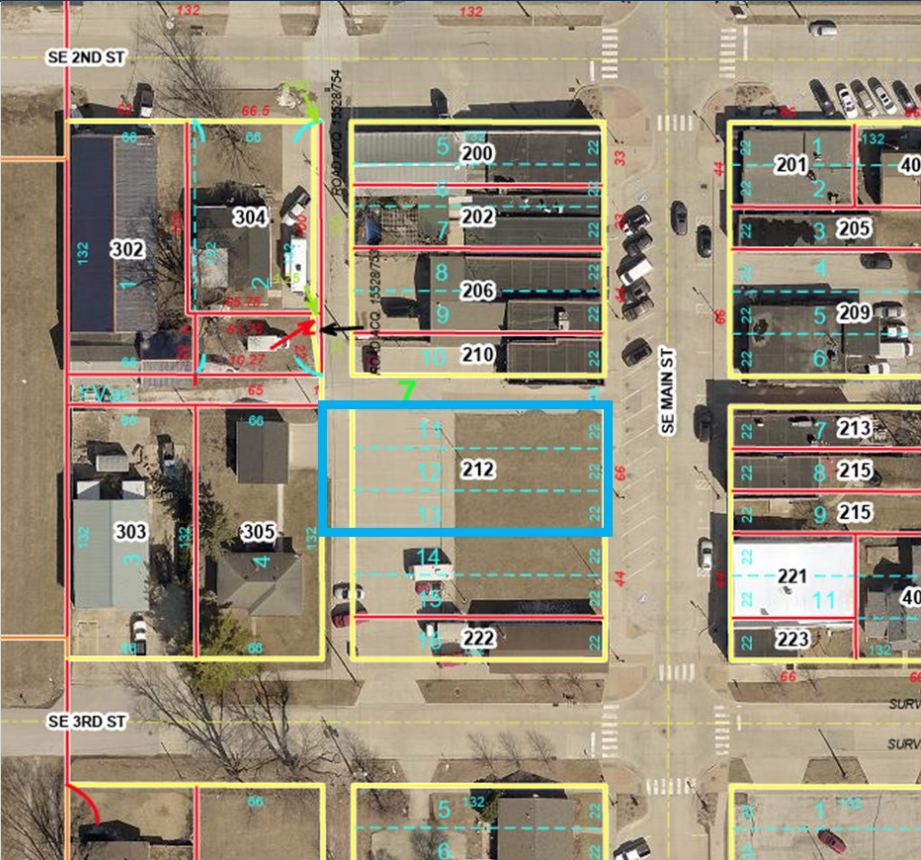
212 SE Main Street

ZONING

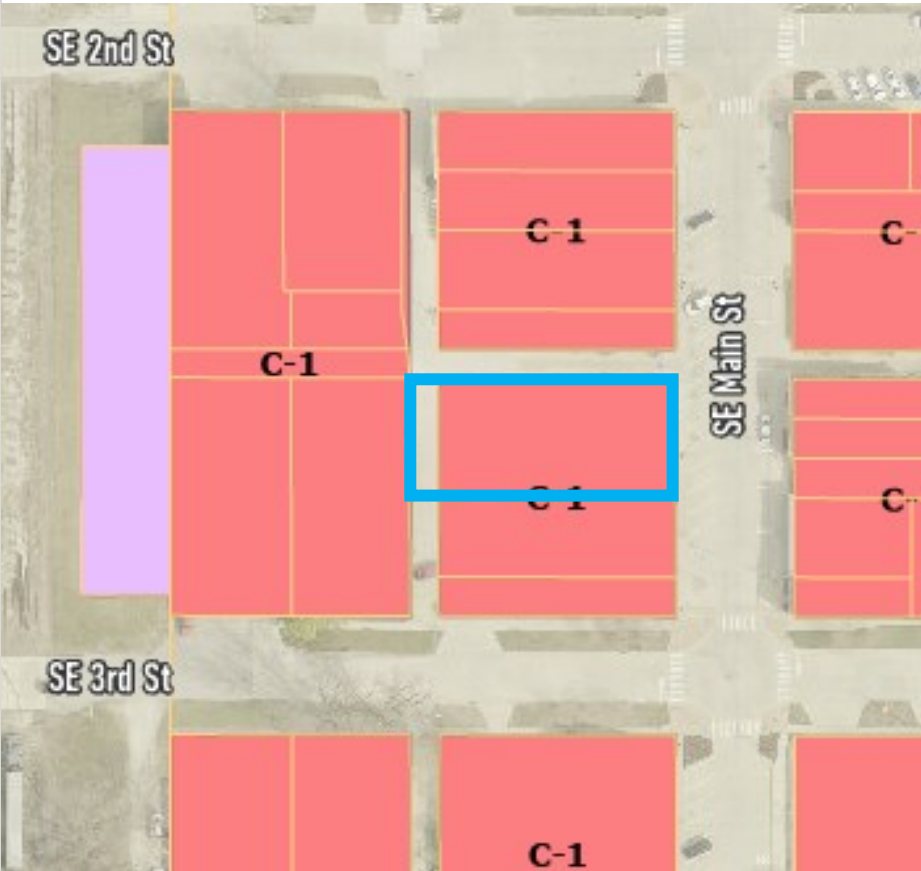
R-4

PLANNER

Evann Martin
emartin@grimesiowa.gov
515-986-4050



Location Map



Zoning Map

Relation to Comprehensive & Neighborhood Plans

LAND USES & ZONING

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Downtown/Governors District	R-4
North	Commercial	Downtown/Governors District	C-1
South	Commercial	Downtown/Governors District	C-1
East	Commercial	Downtown/Governors District	C-1
West	Residential	Downtown/Governors District	C-1

PARKS

A mixed-use building with commercial and multi-family units is proposed to be constructed on the site. Because there are residential units planned, parkland dedication is required. Due to the limited size of the property and small number of proposed units, the developer will provide a fee in lieu of dedicating land to the City. The fee will be used for improvements at Wallace Park.



Future Land Use Map

The proposed mixed-use commercial and multi-family building is permitted within the R-4 zoning district and is consistent with land use and existing downtown character.

Relation to Studies & Legal

STRATEGIC PLANNING

The property is currently owned by the City of Grimes. Through the strategic planning process, the City made it an objective to dispose of the property. The City has entered into a purchase agreement with the applicant, Graystone Companies, LLC, who will then develop the property with the proposed building.

Legal

As part of the rezoning process, a Zoning Change and Development Agreement will be established to outline the required zoning and development standards for the site.

No right-of-way dedication is required.

The final plat was approved to combine the existing three lots into one lot. The plat also incorporated a portion of the existing city-owned alley to the west into the development lot. The portion of alley will be privately owned once the City disposes of the property. Public and private ingress/egress easements are reserved on the plat to preserve the existing access patterns through the property.



Site Layout

STREET ACCESS

The site will be accessed via the existing street parking along SE Main Street or the existing parking lot located on the west side of the site. Alley access is provided at the rear from SE 2nd to SE 3rd Street.

PEDESTRIAN ACCESS

Public sidewalk is available along SE Main and SE 3rd Street and well as along the north side of the site.

STORMWATER

Because this property is located within the oldest part of town and was previously developed, no storm water detention was previously provided and is not required.

Parking Calculation Table

Required	Proposed
1 space per dwelling unit	10 spaces (existing)
8 spaces	

UTILITIES

Water and sanitary service stubs are existing.

LANDSCAPING

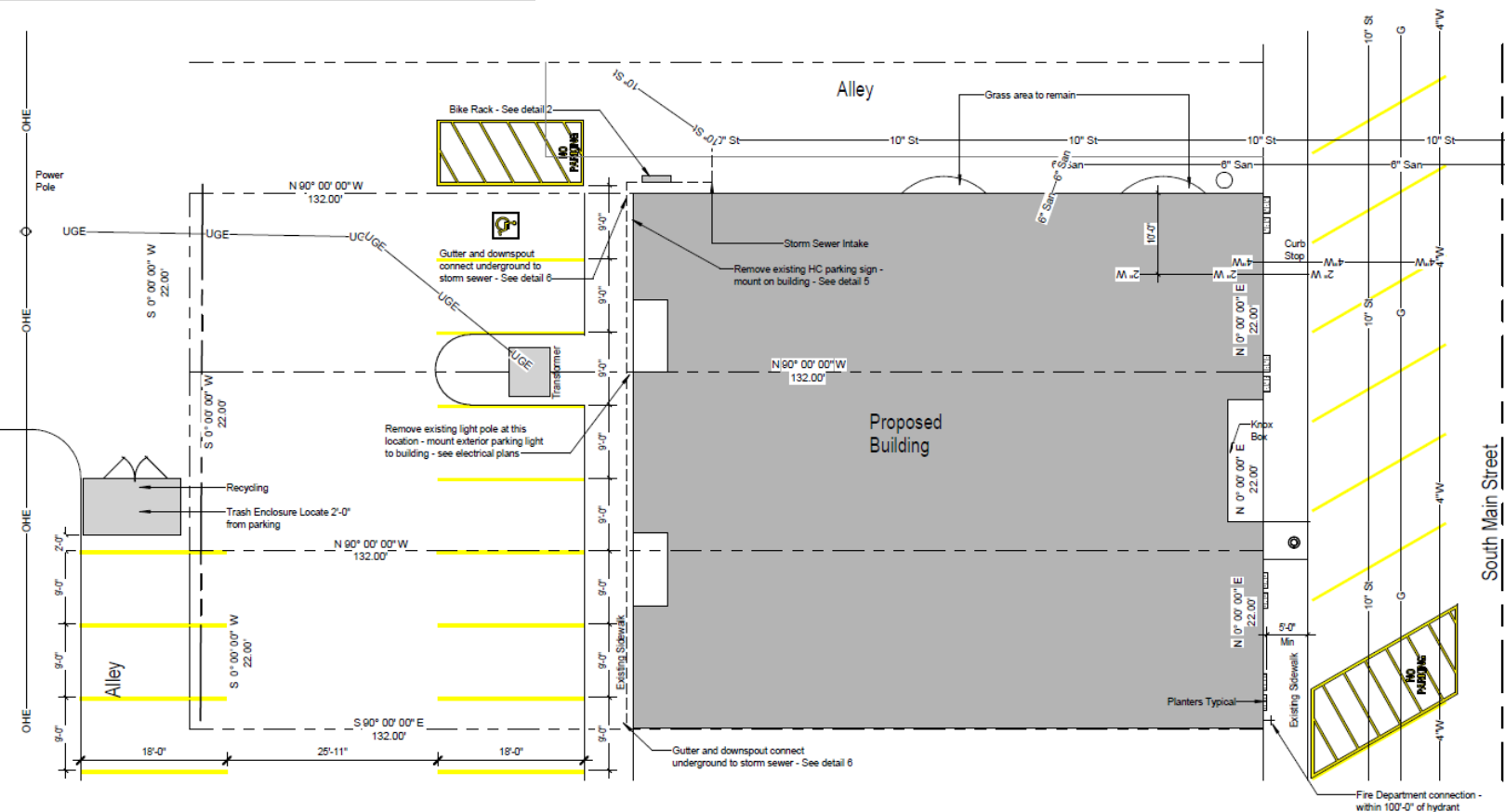
Plantings are required around the transformer and planter boxes in front of the commercial unit(s) along SE Main Street.

BUILDING SETBACKS

Front: 0 feet, maximum 5 feet

Side: 0 feet

Rear: 0 feet or 25 feet when adjoining residential zoning districts



Architecture

BUILDING & ELEVATIONS

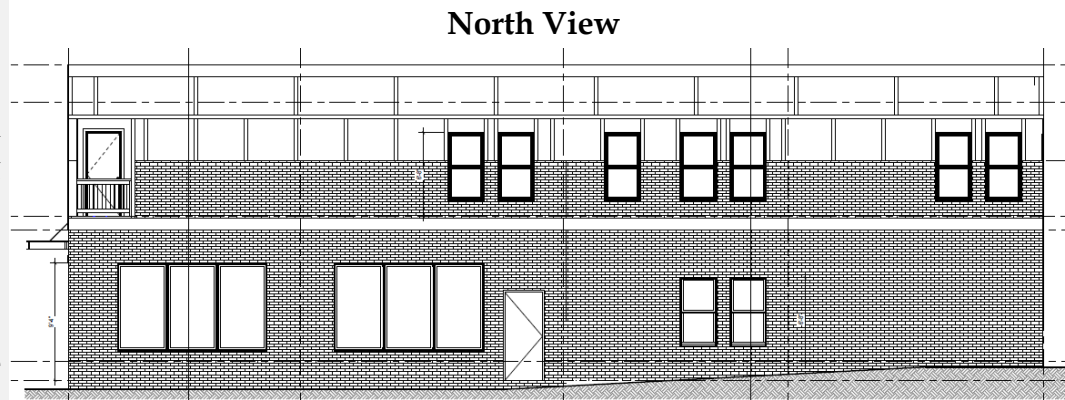
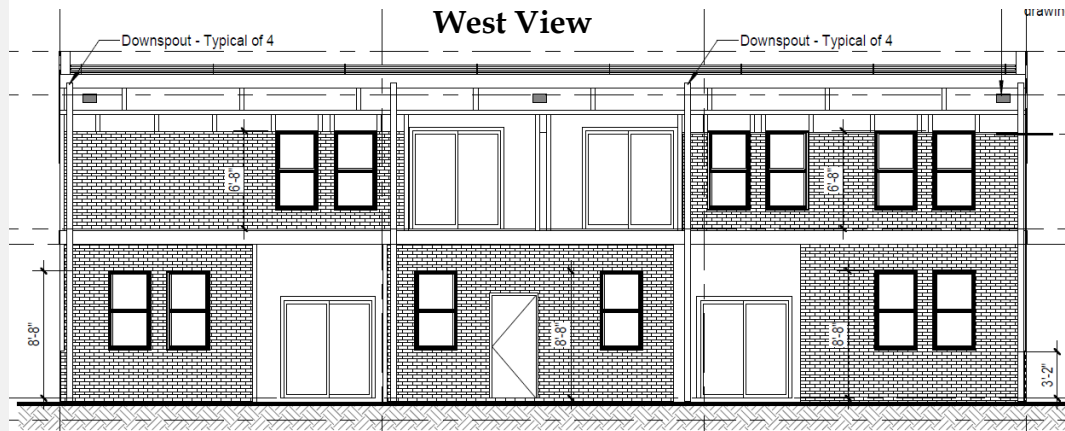
The building will be constructed of brick and board and batten. The front elevation along Main Street will have store fronts with canopies on the ground floor and balconies on the second floor for the dwelling units. Two units will be on the ground floor located along the parking lot. The ground floor units will have ground floor patio space.

DUMPSTER ENCLOSURE

A dumpster enclosure will be provided on the west side of the existing parking lot and will be constructed of brick to match the building.

LIGHTING

Wall lighting will be provided on the east and west elevations along Main Street and the parking lot.



Conclusion

STAFF RECOMMENDATION

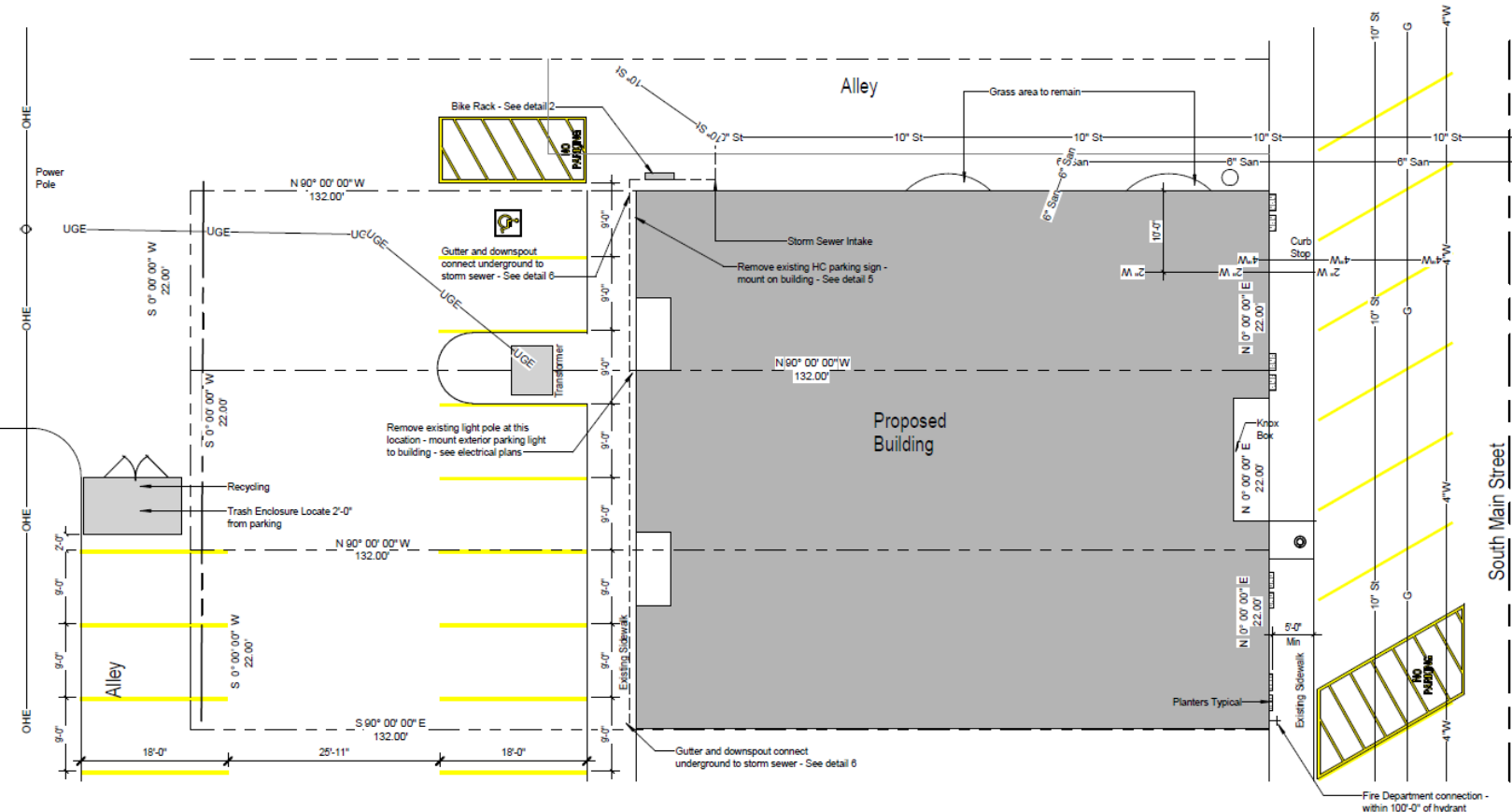
Staff recommends approval of the site plan for 212 SE Main Street.

Conclusion

The proposed building will consist of ground level commercial space along SE Main Street and eight multi-family units, two of which will be on the ground floor.

The building will be constructed of brick and board and batten, which will be similar to the applicant's existing building at 101 SE Main Street.

Much of the site features such as parking, sidewalks, and utilities are existing on the site. A new building, dumpster enclosure, and landscape island for the transformer will be added.





Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~November 18, 2022~~

~~November 30, 2022~~

~~February 15, 2023~~

~~May 19, 2023~~

~~September 1, 2023~~

~~September 27, 2023~~

~~October 25, 2023~~

~~November 17, 2023~~

~~December 4, 2023~~

January 11, 2024

Graystone Companies

Attn: Troy Bushnell

101 SE Main Street

Grimes, IA 50111

RE: 212 SE Main St Site Plan

Dear Mr. Bushnell:

The Development Services Department is in receipt of a proposed Site Plan for 212 SE Main Street. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. This property will need to be rezoned to PUD to allow residential units. The current zoning (C-1) does not allow residential uses. The City can initiate the rezone process. What is the proposed timeline to start this project?~~
- ~~2. Please provide \$2000 site plan fee.~~
- ~~3. Once rezone and development agreement is completed, please add bulk regulations and the site plan checklist cover sheet information on sheet C101. Staff is drafting the zoning change and development agreement and will send over for review. The agreement will list all of the zoning setbacks, etc. These items will need to be added to the site plan sheet. The draft agreement has been provided for review. Please add the zoning district (PUD), setbacks, height, density, parking, open space to C101 as noted below.~~
 - ~~a. Zoning PUD Remove reference to C-1 zoning~~

~~b. Setbacks~~

- ~~i. Front Yard—0 feet, with a maximum setback of 5 feet~~
- ~~ii. Rear Yard—None required, except when adjoining any “R” District, in which case 25 feet~~
- ~~iii. Side Yard—0 feet~~
- ~~c. Maximum Height—50 feet, 4 stories~~
- ~~d. Density—Maximum 8 dwelling units~~
- ~~e. Open Space—None required~~
- ~~f. Parking—8 spaces (1 space per unit)~~

~~4. City will complete platting work.~~

Site Plan C101:

~~1. Label sanitary service size.~~

~~2. Provide FDC at the southeast corner of the building to be within 100’ of the hydrant.
The parking space in front of the FDC will need to be striped as no parking per
Section 912.4.2 of the City of Grimes Fire Code.~~

~~3. Label knox box location.~~

~~4. Show roof drain connections to the storm sewer.~~

~~5. The existing ADA sign will need to be relocated. Label removal/relocation details.
Update wording on the ADA sign.~~

~~6. Label existing ADA parking space.~~

~~7. The site plan page shows a detail for a bike rack. Where is that proposed to be
placed? It cannot be placed within the east or west sidewalks. The north sidewalk
could work.~~

~~8. The existing light pole will need to be relocated. Label removal details.~~

~~9. How will trash be handled? Provide enclosure details. A masonry enclosure with
metal-framed opaque gated is required. Please label the material of the gates.
Recycling will also be required for the site. Please provide details for recycling
accommodation. Is the finished face of the gates made of steel as well or is that label
referring just to the gate framing? Please clarify. How will the trash dumpster and
recycling fit within the enclosure? Based on the detail, they both will not fit within
the enclosure.~~

10. Will a transformer be required? Show location. Provide a curbed island for the transformer.
11. Label lot dimensions.
12. Show the north alley and grass bump outs on the site plan.
13. Provide underground electric.
14. Provide construction area plan including sidewalk and parking lot closures.
15. Split the water service on the outside of the building to provide a 2" domestic service with a curb stop and 6" fire service. The fire code (referencing NFPA 13) requires a 6" main, however, if calculations are provided demonstrating the 4" main is sufficient, a 4" service can be used. Given the unknown occupant of the first floor, there may not be enough supply. Please provide calculations demonstrating 4" service is sufficient. The 4" service is sufficient.
16. Label the parking spaces on the west side of the parking area and dimensions. Label that the dumpster enclosure is at least 2' from the edge of the parking space. Please label the distance from the parking stall. The current plan does not meet the 2' requirement.
17. Label existing parking space dimensions.
18. Label landscape locations along SE Main St (planters or landscape bed). A minimum 5' wide path on the sidewalk must remain open. Please label the width of the walking path.
19. At the P&Z meeting, the neighboring property owner brought up their concern with the dumpster location close to their property due to smells and proximity to their access to their garage. Is there another location the dumpster could be moved that would still allow the trash haulers access to the dumpster? If not, how can the negative effects of the dumpster enclosure be mitigated? Could a shared dumpster with the property to the south be provided?
20. Please update the property line on the site plan to match the final plat. The plat is provided. Please update the public ingress/egress easement. There was a mistake on the plat. The easement should line up with the drive aisle now. Attached is the revised plat.
21. Label the setback of the dumpster enclosure from the new property line as shown in the final plat. The minimum required setback is 5'.

22. ~~The two southern parking spaces on the site cross the property line which would mean there are two property owners for these parking spaces. Staff will have a conversation with the property owner to the south to see what solutions can be worked out. A shared access easement may be the best solution. If you have any suggestions, we are open to hearing them. Per our previous conversation, please adjust the parking striping to show the parking striping on the property line and adjust the widths of the parking spaces accordingly. A couple of the spaces may need to be 10' wide rather than 9'.~~
23. ~~The parking stalls on the west side of the parking lot need to be at least 9' wide. Please revise. One of the stalls needs to be removed to shift the dumpster enclosure south away from the private driveway to the west.~~
24. ~~Update the water main in SE Main St to 8", not 4".~~

Elevations:

1. ~~Label the proposed materials and percentages.~~
 - a. ~~At least 60% of the area of all four sides combined, minus (windows and doors) is required to be primary material. Brick is considered primary material. The plan currently shows 28% primary material. Please revise to provide 60%. The square footage and percentages for the building materials don't appear to be correct based on the scale for the plans. Please verify/revise.~~
 - b. ~~A minimum 25% of the total primary materials needs to be provided on the north, south, and west elevations.~~
 - c. ~~Trex is not considered a primary material and is does not fit the downtown architectural character. Please provide a different material.~~
2. ~~What material is the vertical siding? Vinyl siding does not fit the downtown character. Please provide an alternate material. Trex is not a siding material. Please revise. Staff recommends continuing the brick or board and batten in the areas where Trex is shown.~~
3. ~~Please remove the windows on the south elevation. When a building is constructed on the south side, the buildings will abut each other. The windows need to be removed now and units adjusted accordingly to meet building code.~~
4. ~~Is lighting proposed on the front of the building? If so, please provide lighting cut sheets and locations.~~

5. Please provide lighting on the back of the building to help provide light for the parking lot. Please provide cut sheet for the west lighting fixtures. **Please provide lighting cut sheets for the building lighting fixtures.**
6. ~~Show downspout locations.~~
7. ~~Roof top units will need to be screened from SE Main St. Please show locations and verify they will be screened.~~
8. ~~Please extend the brick on the corners similar to 101 SE Main St and across the main entry.~~
9. ~~Please verify which elevation is the north and south elevation. I think the labels need to be switched.~~
10. ~~Update the zoning designation to C-1 General Commercial.~~
11. ~~Where will snow be stored?~~
12. ~~Please add a note to the site plan sheet stating that the property owner will be responsible for repairing any damage to the alley or sidewalk due to construction activity.~~
13. ~~Staff has concerns with the layout of the SE dwelling unit. Due to the location of the windows, the kitchen area will be dark which doesn't seem like an appealing unit. Could the unit be changed similar to the unit to the north with the bathroom located near the entrance and kitchen and living space connected? Or combined with the unit to the north?~~
14. ~~The labels for the cardinal directions of the elevations are incorrect. Please revise. The east and west labels are switched. Please revise.~~
15. ~~At P&Z, concern was raised regarding lighting in the alley. Currently no lighting is proposed to be provided on the north side of the building. Upon construction of the building, the alley will become more closed and the existing street lighting will no longer provide light to the alley. To address this issue and P&Z/Council concerns, please add lighting to the north side of the building and label the locations on the building elevation.~~
16. ~~Are any of the parking spaces planned to have reserve parking signage? If so, please label the locations and provide the sign details.~~

Building: These items can be addressed with the building permit.

1. ~~Sheet F102~~
 - a. ~~Provide 1 hour fire separation for the sprinkler riser room for the walls and the ceiling.~~
 - b. ~~Provide an emergency light.~~
 - c. ~~Provide permanent heat for the sprinkler room.~~
 - d. ~~Provide a fire extinguisher in the upstairs hallway corridor.~~
 - e. ~~Provide an exit sign at the egress for the apartments in the hallway.~~
 - f. ~~Provide an emergency light in the stairwell.~~
 - g. ~~We follow the 2020 NEC and 2012 IECC. Please update code ledger.~~
2. ~~Provide header heights to all windows.~~
3. ~~Provide structural engineering on the building.~~
4. ~~Provide Mechanical, electrical, and plumbing plans.~~
5. ~~Provide energy code documents.~~
6. ~~Will this be a type V building please specify.~~
7. ~~Provide a knox box.~~
8. ~~The commercial suites will need emergency lights and exit signs stubbed in during the shell build.~~
9. ~~Do the commercial units need to have secondary entry? It's fine to provide secondary access in the future if needed. Keep in mind the secondary access would only be possible from the alley or somehow to the west through the apartments.~~
10. ~~Please verify where water meter will be installed in the building. Are they going to be located in the sprinkler riser room?~~
11. ~~On sheet A203, none of the lighting or mechanical items are identified on the plans.~~

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE: November 29, 2022
(1 PDF of Site plan with Elevation Plan included)

PLANNING & ZONING: TBD

COUNCIL MEETING: TBD

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner

General Information Drawings	
100	Cover Sheet
Architecture	
A100	Foundation Plan
A102	Grade Level Floor Plan
A103	Upper Level Floor Plan
A104	Roof Plan
A201	Exterior Elevations
A203	Reflected Ceiling Plan
A301	Building Sections
A401	Schedules & Details
C101	Site Plan
F102	Code Analysis

Graystone Mixed Use Building

212 SE Main Street | Grimes, Iowa 50111

GENERAL REQUIREMENTS

- Before final Drawings and Specifications are issued for construction, and they shall be submitted to all governing building agencies to ensure compliance with all applicable local and national codes. In the event, that code discrepancies in Drawings and/or Specifications appear, the Architect shall be notified of such discrepancies in writing by the Contractor or building official and allowed to alter the drawings and specifications to comply with governing codes before construction begins.
 - Upon written receipt of approval from the governing official approved final Drawings and Specifications shall be submitted to the Contractor by the Architect.
 - If code discrepancies are discovered during the construction process, the Architect shall be notified and allowed ample time to remedy said discrepancies.
 - All work performed shall comply with all applicable local, state, and national building codes, ordinances and regulations, and all other authorities having jurisdiction.
 - All contractors, suppliers, and fabricators shall be responsible for the Drawings' content and the supply and design of appropriate materials and work performance.
 - All manufactured articles, materials, and equipment shall be handled, applied, installed, erected, used, cleaned, and conditioned in strict accordance with the manufacturers' requirements.
 - All alternates are at the Owner's option and shall be at the Owner's request, constructed in addition to or in place of the typical construction, as indicated on the Drawings.
- Design Loads:
- Roof live load: 30psf (maximum) dead load: 5psf (10 psf top, 5psf bottom)
 - Floor live load: 70psf (maximum) dead load: 15psf
 - Balconies and Decks: live load 100psf (maximum) dead load 15psf
 - Soil Pressure: 2000 psf (minimum)
- Before the start of construction, verify design loads with governing codes and site conditions. Check with local building agencies for wind, seismic, snow, and other special loading conditions. If discrepancies are discovered, the Architect shall be notified according to Section 1 above.

SITE WORK

- Perform excavation, according to good standard construction practices, to the lines, grades, and elevations indicated on the Drawings.
- Provide constant compaction of the top 8" of sub-grade, fill, and backfill material beneath structures, walks, and pavements to meet the stated soil pressure.
- Provide soil piling to control water as required by governing codes.
- Provide and install ventilation for Radon Gas as required by local building agencies and governing codes.
- Top of foundation elevation is assumed to be 6" above the final grade at the overhead garage door opening. Changes in the foundation wall elevation relative to the final grade will change the foundation drawings, and modifications to the garagehouse entry stile.

CONCRETE

- A. Provide concrete complying with ASTM C94, submit design mix and documentation for approval per ACI 308. Unless otherwise noted, concrete shall have the following 28-day compressive strengths as minimum:
- Concrete footings and foundations: 3,000psi
 - Concrete floor slabs, walks, drives, and patios: 3,500psi
- B. Provide construction joints no panel size does not exceed 20ft.
- C. Provide reinforcement of the size and spacing indicated on Drawings. Reinforcing shall comply with the following minimums:
- a. Bars: ASTM A603, grade 40, deformed bars. Welded Wire Fabric: ASTM A185.
 - D. Portland cement: ASTM C150 Type I. Aggregates: fine and coarse per ASTM C33.
 - E. Admixtures: only per approved design mix. Slump: per approved design mix.
 - F. Saw-cut joints as soon as the surface will allow without edges cracking but before the next day after the pour.
 - G. Steel covered all interior floor surfaces.
- H. Detail reinforcing by ACI - manual of standard practice for detailing reinforced concrete structures.
- I. Submit concrete reinforcement shop drawings in accordance with ACI 305 for approval.
- J. Unless noted otherwise, all slabs on grade shall be 4" thick, reinforced with 605 W14W14 Welded Wire Mesh, and placed over 4" minimum compacted sand or gravel fill. Interior slabs shall be placed over 6 mil stabilized polyethylene vapor barrier. Coordinate with radon removal procedures.
- K. Footing sizes shown are listed only for stated soil pressure and consistent compaction. The Contractor shall be responsible for footings complying with the design requirements of specific soil conditions.
- L. Precast concrete lintels shall be installed and reinforced as per manufacturers' specifications. The Architect shall not be responsible for the design of precast concrete lintels.

MASONRY

- A. Provide standard weight hollow load-bearing Concrete Masonry Units (CMU) complying with ASTM C90, grade N, type I.
- B. Reinforcement shall comply with the following as minimums:
- Bars: ASTM A603, grade 40, formed bars.
 - Wire Joint Reinforcement: ASTM A182, galvanized.
- a. Provide mortar type "S" following ASTM C270.
- b. Provide grout following ASTM C913. Minimum compressive strength shall be 3000 psi unless noted otherwise.
- c. Provide reinforcement in vertical cells or concrete masonry units fully embedded in grout as follows:
5. Typical reinforcement shall be one #4 at each corner, at both sides of openings, and a maximum spacing of 48" o.c.
6. Reinforce all vertical cells of concrete masonry units supporting the concentrated load beams, structural columns, etc.: #4 CMU reinforce each vertical cell with one #5 and saddle fill with grout.
- a. Bar pockets shall be provided for all beams supported by concrete and/or masonry, unless noted otherwise, and shall comply with the following:
7. Minimum of 4" bearing. Height and width as required by the beams. Treated lumber beneath all wood beams. Provide vertical reinforcing.

METALS

1. All structural steel shall comply with appropriate ASTM Specifications as follows: ASTM A36, ASTM A53, ASTM A501, ASTM A587, and ASTM A335.
2. All steel connections shall be designed according to the AISC Manual of Steel Construction and shall be detailed by a qualified structural steel detailer. Contractor to submit steel shop drawings to the designer or a licensed structural engineer before steel erection.

WOOD AND PLASTICS

1. Lumber shall, in addition to complying with governing codes, comply with:
- "Product Use Manual" of the Western Wood Products Association to select and use products included in that manual.
 - "Physical Specification and Grade Guide" of the American Plywood Association.
 - "Standard Specifications for Grades of California Redwood Lumber" of the Redwood Inspection Bureau for Redwood.
 - American Wood Preservers Association standards and recommendations for fire-retardate and preservative pressure treated lumber and plywood.
 - Western Red Cedar Lumber Association standards and recommendations for cedar.
 - Provide Lumber and materials meeting or exceeding the following standards of quality:
 - Framing Members:
 - Studs: Douglas Fir - Larch, Stud Grade.
 - Headers and Beams: Douglas Fir - Larch, No. 2 and better.
 - All headers and beams shall be free from splits, checks, and shakes.
 - Sheathing:
 - Roof: 5/8" plywood APA RATED SHEATHING, EXP 1 (with clips)
 - Walls: 3/8" plywood APA RATED SHEATHING, EXP 1
 - Floor: 23/32" plywood APA RATED SHEATHING, EXP 1 (glue and nail)
 - Underlayment: 1/8" Luan underlayment grade (at vinyl only)
 - Proper oriented strand board may be substituted for plywood.
 - Rough hardware:
 - Steel items: Comply with ASTM A36, use galvanized steel at exterior locations.
 - Install joint and beam hangers to support the maximum allowable load of joint or beam being supported.
 - Provide "Micro-Lam" (glue-laminated veneer lumber beams manufactured by Trus Joist Corporation) or equal of the dimensions and number indicated on the drawings. Provide exterior grade Micro-Lam for deck framing and other exterior applications. Unless noted otherwise, fasten multiple beams together in strict accordance with manufacturers' recommendations.

11. Allowable stresses:
 - Module of elasticity: 2,000,000 psi. Flexural IZ' depths: 2400 psi
 - Horizontal shear: 385 psi. Bearing: 550 psi
12. Use exterior grade Micro-Lam in all areas subject to moisture.
13. Provide wood trusses to sustain the stated loads for the spans, profiles, and arrangements shown on the Drawings. The truss layout is schematic only. Truss manufacture and/or engineer shall be responsible for the design and spacing of all trusses. Contractor to submit truss drawings and/or roof framing drawings to designer for review before construction.
14. All roof trusses shall be installed with metal truss seats as specified by the truss manufacturer.
- Unless noted otherwise, provide:
- Doubleheader joists and trimmers at all floor openings.
 - Double joists under all partitions parallel to joists.
 - Double 2x12 headers with 1/2" plywood between all door and window openings in 2x4 walls. Triple 2x10 headers with 1/2" plywood between all door and window openings at 2x6 walls.
1. One row of 1x3 cross-bracing or metal bracing for each @10' of joist span
- Stud spacing at all exterior and bearing walls shall be 16" on center minimum.
 - Stud walls shall not exceed the following heights without continuous lateral support perpendicular to the plane of the wall at the stated height or less. Studs shall be continuous between points of lateral support.
2. Bearing walls: 2. Non-bearing walls:
 - 2x4 10'-0" or 2x4 14'-0" 2x6 12'-0" or 2x6 20'-0"

- Unless noted otherwise, rafters, ceiling joists, collar ties, and patins shall be sized and spaced following FHA requirements or governing codes, whichever is more restrictive.
- Star construction shall consist of (3/2x2) stringers, 5/4" or 2x thick tread, and 3/4" thick risers or shall be fabricated by the component manufacturer.
- All wood plates bearing on concrete or masonry shall be pressure treated. At exterior walls, install plates over foam fill soiler.
- Provide 2" nominal pressure-treated lumber over 6 mil stabilized polyethylene beneath full bearing of wood beams bearing on concrete or masonry.
- Provide Simpson Strong Wall Garage Portal System around all overhead doors with a width greater than 8'. Install Garage Portal System per manufacturers recommended guidelines.

THERMAL AND MOISTURE PROTECTION

1. Provide thermal building insulation at assemblies adjacent to the exterior or unheated spaces meeting the requirements of governing codes meeting the following minimum requirements, unless noted otherwise:
 - Foundations: 2" extruded polystyrene (R-10.0) Walls: glass fiber batt (R-19)
 - Floors: glass fiber batt (R-30) Ceilings: glass fiber batt (R-49)
2. Install continuous barriers without holes for electrical boxes, lighting fixtures, or heating ductwork.
3. Install 6 mil Polyethylene vapor barrier against the interior face of all thermal insulation.
4. Waterproof foundation walls at excavated areas from footing to finished grade with two coats of asphalt-based waterproofing compound.
5. Roofing shall be 240 lb. minimum composition shingles installed over 30 lb. roof felt on roof sheathing. Minimum slope, fasteners, underlayment, and exposure according to manufacturers' recommendations.
6. Provide flashing and steel metal required to prevent penetration of water through the building's exterior shell. In addition to complying with governing codes, comply with pertinent recommendations in the current edition of "Architectural Steel Metal Manual" published by SHoMA. All non-steel metal flashing shall be hot-dipped galvanized, complying with ASTM A93.
7. Provide gutters and downspouts to provide positive roof and site drainage.
8. Provide attic and roof ventilation as required by governing codes and as shown on the Drawings. Provide proper soffit and roof vents.
9. Skylights shall be selected by the Contractor and approved by the Owner. Install skylights according to the manufacturers' recommendations.
10. Install water and ice barrier BlueBoard or equal over roof sheathing at all eaves and valleys. Water & ice barrier to extend 36" past outside face of the exterior wall below and as shown on the roof plan.

DOORS AND WINDOWS

1. Exterior doors shall be selected by the Owner.
2. House-to-garage doors shall be fire-rated doors approved by governing codes. Face design to be selected by the Owner.
3. The Owner shall select interior doors.
4. Exterior windows shall be aluminum or vinyl-clad wood windows manufactured by Pella Corp.
5. Glazing in all doors and windows shall comply with governing codes.
6. Install egress window units following governing codes.
7. Door and window sizes indicated, or drawings are as follows: "3'0x6'8" represents a door or window 3'-0" wide x 6'-8" high. Jamb depth to be coordinated by the Contractor.
8. The Owner shall select finish hardware. Install hardware following governing codes.

FINISHES

1. Gypsum wallboard, unless noted otherwise, shall be provided as follows:
- Exterior walls: One layer 5/8" regular wallboard to interior face.
 - Interior walls: One layer 1/2" regular wallboard each face.
 - Ceiling: One layer 5/8" regular wallboard.
 - Garage/House common wall: One layer 5/8" type "X" wallboard on each face.
 - Baths: Water resistant wallboard at all walls and ceilings surrounding tubs and showers and as required by governing codes. Provide cement board as the substrate for ceramic tile.
 - Provide metal corner bead and trim at all locations recommended by the gypsum wallboard manufacturer.
 - Tape, float, and sand joints and fasteners of gypsum wallboard with three coats of joint compound as required to obtain a uniformly smooth surface.
 - The Owner shall select Finishes.

PLUMBING, MECHANICAL, AND ELECTRICAL

1. Plumbing, mechanical, and electrical information and layouts shown on the Drawings are schematic and shall be reviewed by sub-contractors, suppliers, and building officials for compliance with governing codes and good standard construction practices. The Contractor shall notify the Architect of any discrepancies before construction.
2. The Owner shall select plumbing, mechanical, and electrical equipment.
3. Design and installation of plumbing, mechanical, and electrical equipment shall be the responsibility of the appropriate licensed contractors and sub-contractors. The design shall be submitted for the Owner's review before ordering and installation of equipment.
4. The electrical sub-contractor shall select service panels.
5. All HVAC equipment shall be individually switched.
6. All outdoor, bath, garage, and spa wall receptacles shall be provided with ground fault circuit protection following governing codes.
7. Dryer and range hood vents shall be extended to the exterior.
8. Provide plumbing units following governing codes. Minimize the number and location for minimal visual impact.
9. Install type and the number of smoke detectors following governing codes & UL207. Control water, gas, and electric services following governing codes.

MISCELLANEOUS

1. The set of construction drawings is intended for design intent only. Although many jurisdictions will accept these drawings as sufficient for a construction permit, these drawings are not intended and should not be construed as a complete set of construction drawings. These drawings will have to be adapted to meet local zoning and/or site conditions, and additional detailing will need to be completed on-site by the builder.
2. Install prefabricated fireplace units as shown on Drawings.
3. Fireplace units shall be "Heat-N-Gas" or as approved by the Owner.
4. Contractor shall be responsible for proper installation as recommended by the manufacturer and as required by governing codes, including mantel and hearth design and location.
5. Hearth shall be of non-combustible material.
6. Room sizes shown on the plans indicate room dimensions before installation of gypsum wallboard. Gypsum wall board thickness must be subtracted from room sizes indicated for actual room dimensions and are subject to change.

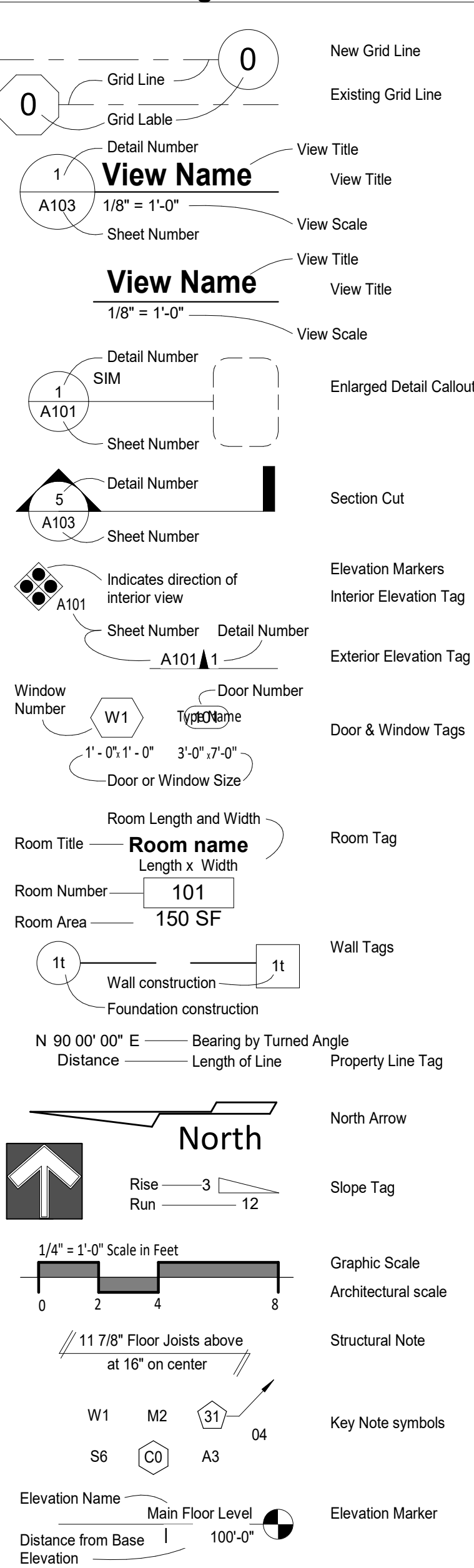
SUBMITTALS

1. Submit roof truss and/or rafter layout plan completed by the manufacturer for review before ordering roof trusses and/or roof lumber packages. Allow designer five days for complete review.
2. Submit floor truss layouts showing beam locations, joist layout, locations of continuous duct chases, and maximum duct size in each chase. Allow designer five days for complete review.
3. Architect will not be responsible for any errors in the roof and/or floor framing without the opportunity to review the roof and/or floor framing layouts, framing layouts, member sizes, and floor/roof penetrations indicated on the drawings are for design intent only. Final layouts shall be the responsibility of the builder.

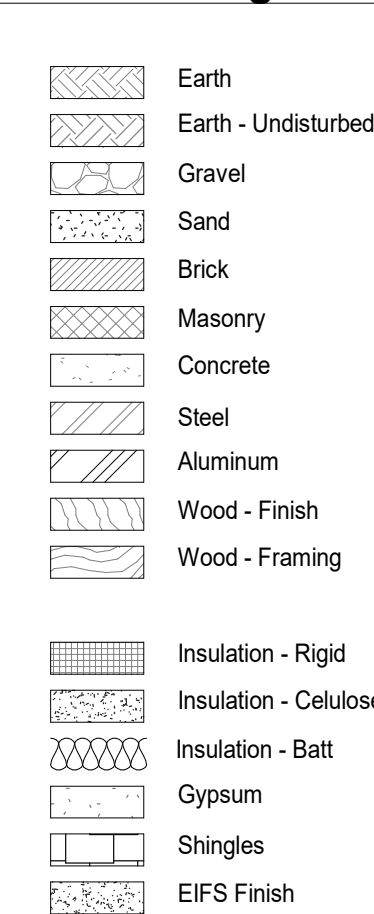
Creative Concepts and their consultants have completed these design documents to the level of detail requested by our client. The level of detail may range from schematic design document(s) mainly conveying programming information to fully detailed engineered documents and specifications. However, the clients intent and expectations are that these documents be used as the basis for design for an all-inclusive completed project based upon industry standards for all disciplines and governing authorities requirements.

The Contractor acknowledges by submission of their bid that they have a thorough understanding of the project and of the Owner/Landlord's & Tenant's expectations for a completed project. The Contractor also acknowledges that the Contractor has thoroughly reviewed these documents and has requested of the Owner, Tenant, Architect, Engineers or others any and all clarifications, and has received clear answers to said clarifications, required to resolve outstanding issues related to the completeness and accuracy of the design documents for estimating and construction purposes. The Contractor further acknowledges that the Contractor shall be responsible for the design and construction, including but not limited to: General Requirements, Concrete, Masonry, Metals, Wood, Plastics, Thermal, Moisture, Openings, Finishes, Fire Suppression, Plumbing, HVAC, Electrical, Communications, Safety, Security, Earthwork, Site, Utilities; for a completed project based upon industry standards for all disciplines and governing authorities requirements. Any and all components not included in this bid are identified on the bid submission as "not included in this contract." The design documents do not represent the means and methods of construction. The Contractor also acknowledges sequencing are means and methods of construction shall be the sole responsibility of the Contractor, and any and all costs associated with the means and methods of construction are included in the base bid.

Annotation Legend

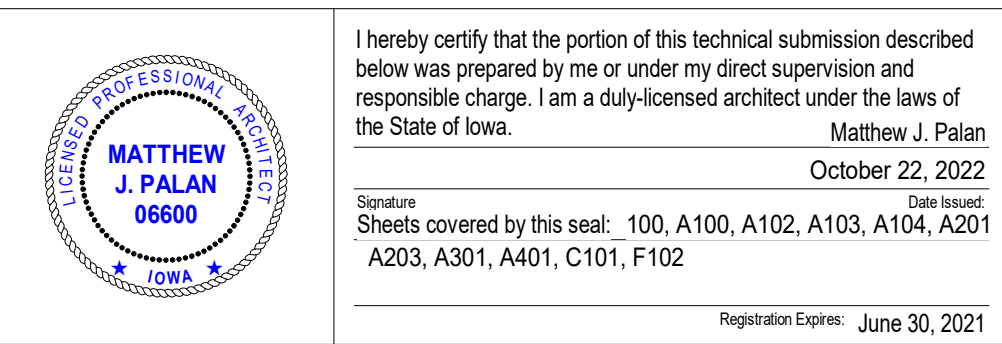


Material Legend



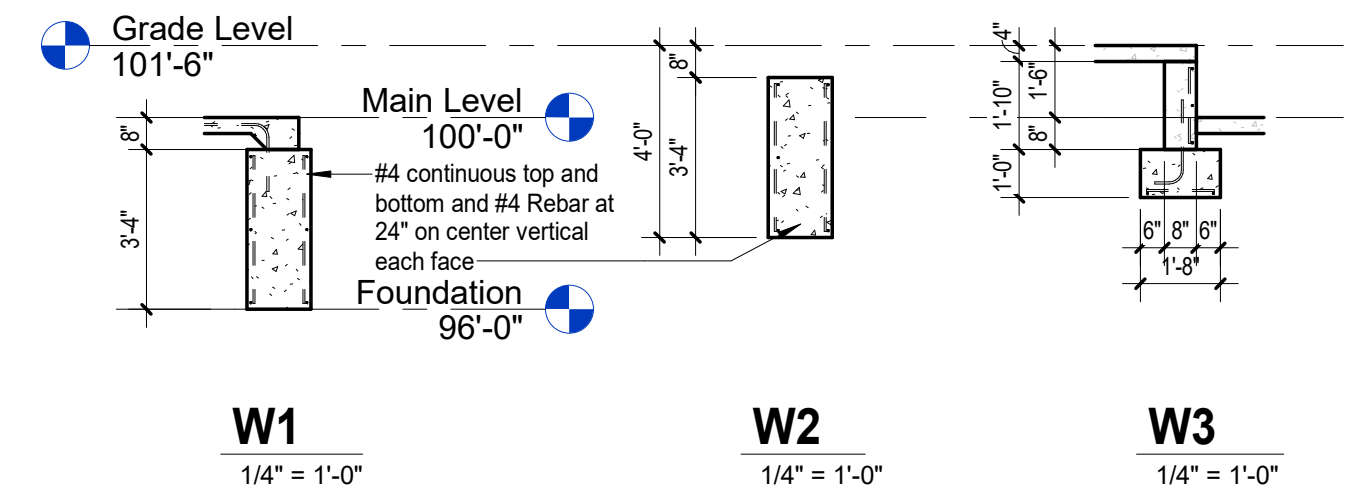
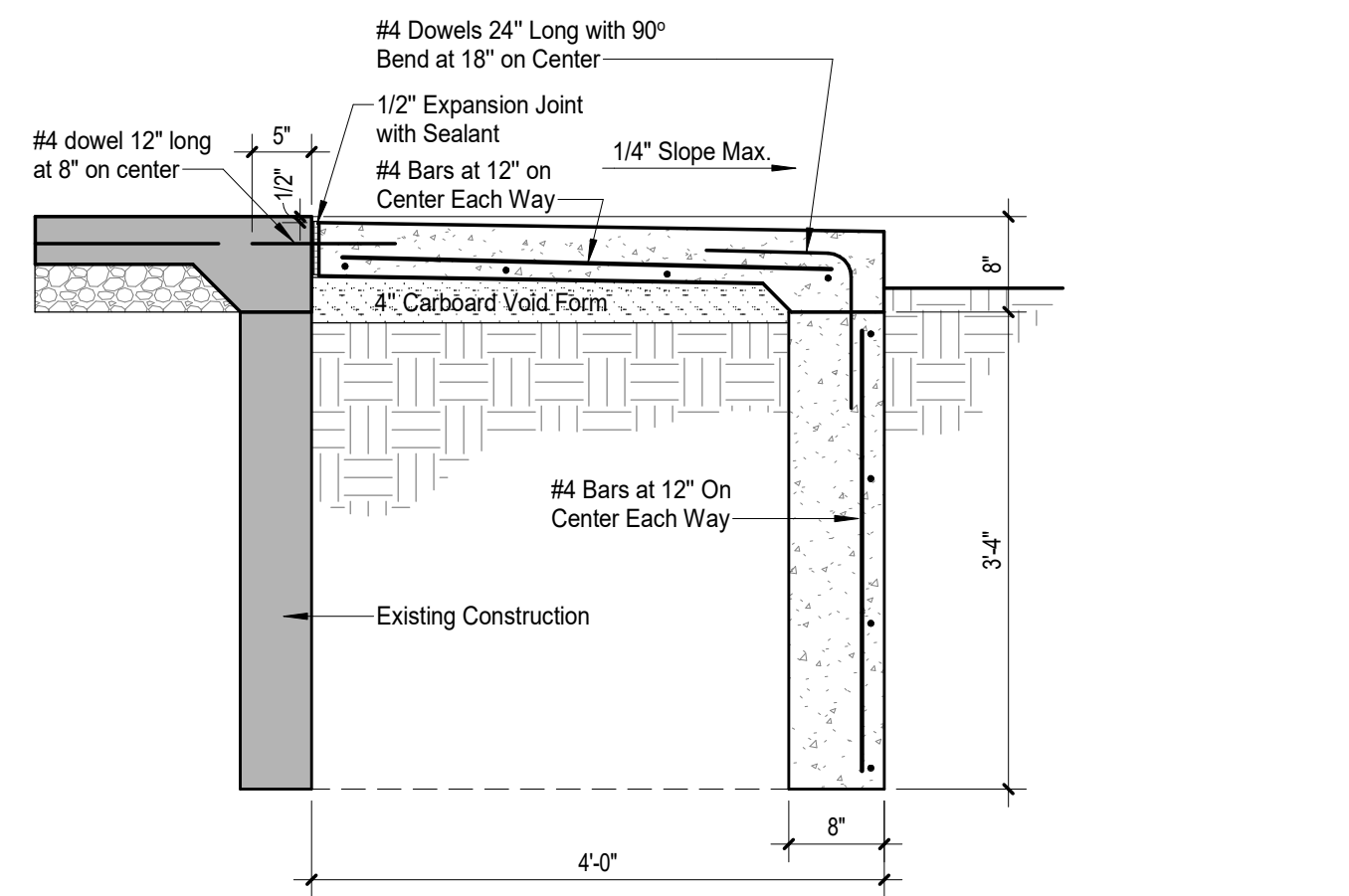
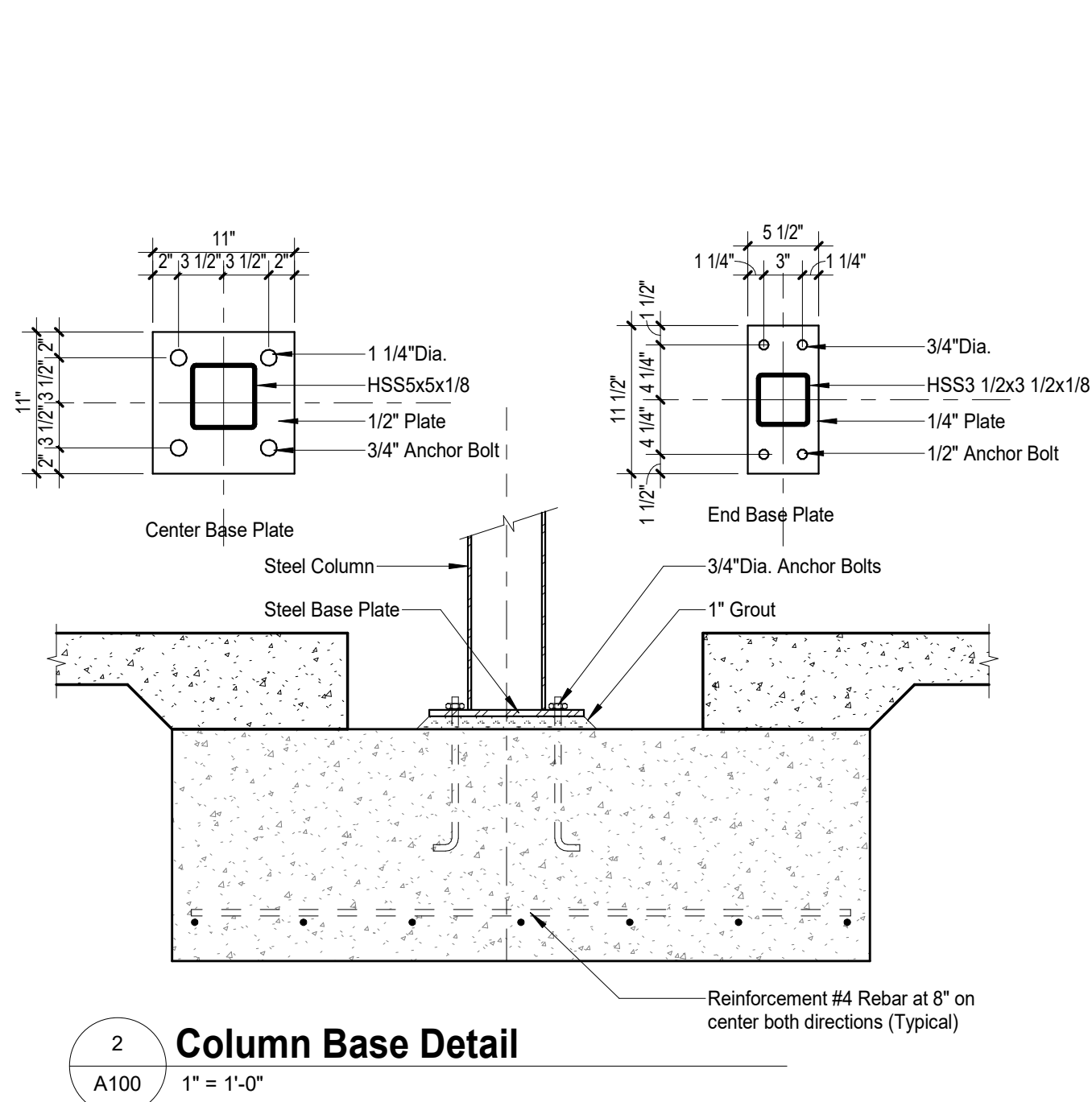
Project Notes

- These documents and the design they represent are the property of the Architect. No changes to these documents either in whole or in part may be made in any way without their prior knowledge and written consent.
- Refer to additional notes and legends on all other documents.
- Refer to civil, geotechnical, environmental, structural, mechanical, electrical, plumbing, fire and life-safety documents for additional information or requirements. Reference to other disciplines is conceptual for purposes of coordination with architectural design only.
- Before commencement of any work, the contractor shall give all notices and obtain all permits. Contractor shall comply with all applicable codes, laws, ordinances, rules, regulations, requirements of governing agencies and authorities, hazardous material application, and disposal requirements, etc.
- These drawings represent the completed project, at a time of substantial completion. The intent of the drawings is to include all items necessary for the proper execution and completion of the work. Unless otherwise noted, they do not represent the means and methods of construction. Sequencing and means and methods of construction shall be the sole responsibility of the general contractor.
- These drawings do not contain information with regard to construction safety procedures. The contractor is solely responsible for all construction safety and shall perform all work in accordance with governing authorities construction safety guidelines.
- Provide complete in place all labor, transportation, material, taxes, fees, permits, licenses, insurance, utilities, inspections, equipment, machinery, supervision, and other items necessary to complete the work in strict compliance with the plans, documents, and specifications prepared by the architect and approved by the owner.
- Verify existing conditions before fabrication and before proceeding with the work, and notify the architect immediately of significant discrepancies which may impact aesthetics, durability, cost, and schedules.
- Do not scale drawings to determine the intended layout or dimensions. If dimensions are in question, the contractor shall be responsible for obtaining clarification before continuing with work. Drawings are intended only as a graphically correct representation of work to be accomplished.
- Remove and replace materials damaged during construction to the satisfaction of the owner. Repair existing public facilities damaged during construction to the satisfaction of the governing authority.
- All work shall be of good quality, and all materials and equipment shall be new and free from defects for one year from the date of substantial completion of work. Any extended warranties obtained from suppliers or subcontractors shall be forwarded to the owner.
- All requirements not followed, including substitutions not properly approved and authorized, in writing, may be considered defective.
- Comply with all weather-related construction requirements. Do not build with or on frozen, saturated, contaminated, or inappropriate substrates or conditions.
- Provide positive drainage of surface water away from and off of all buildings without ponding or water adjacent to or on buildings or pavements.
- By submitting shop drawings, product data and samples, the general contractor and sub-contractor has verified and approved the information contained within. The general contractor's review and approval shall be shown on each submittal prior to the submission to the architect.
- Sprinkler system design and layout drawings, main lines and branches will be provided and installed by the building owner. Drops to ceiling penetration, heads and accessories provided by contractor.

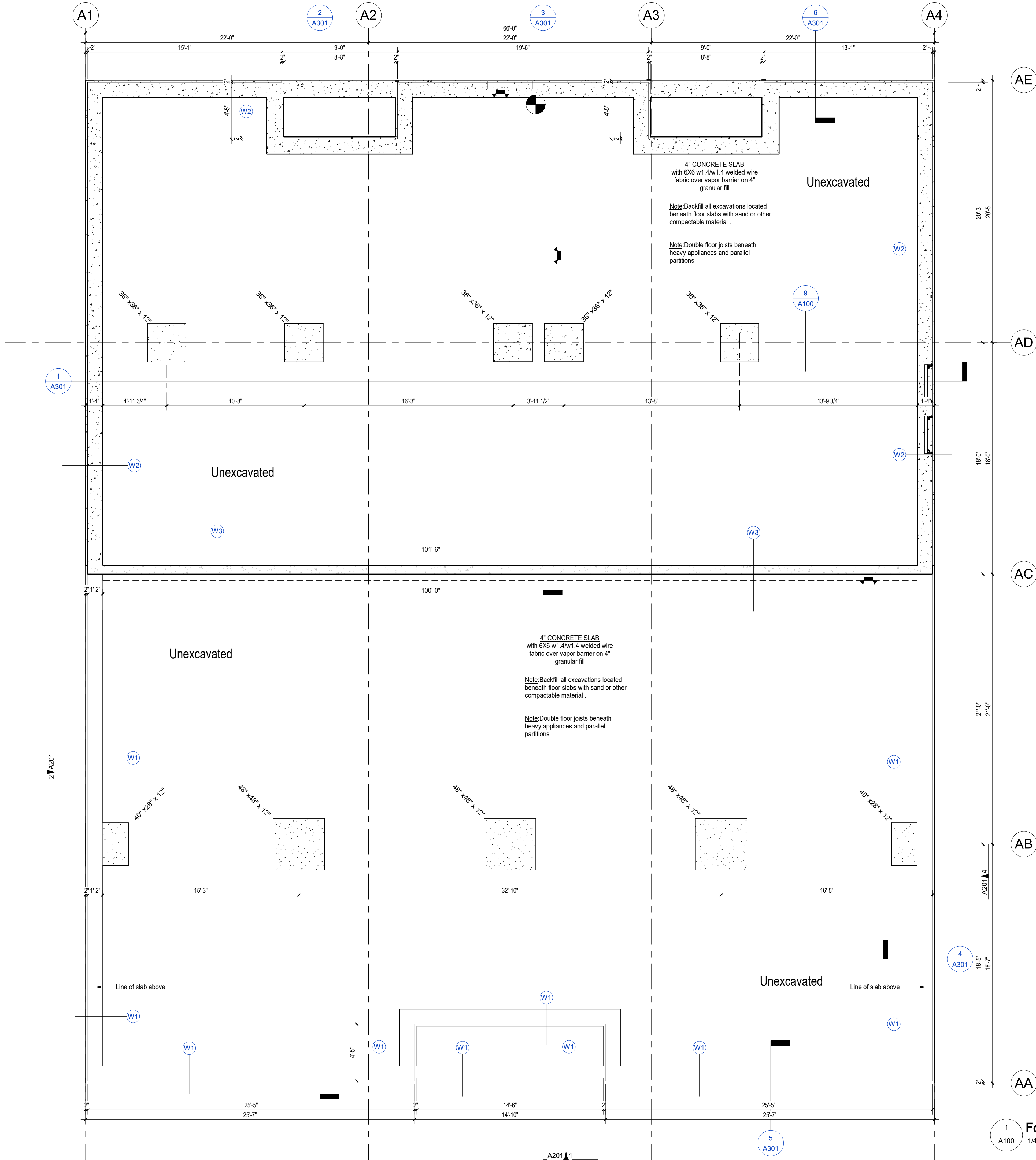
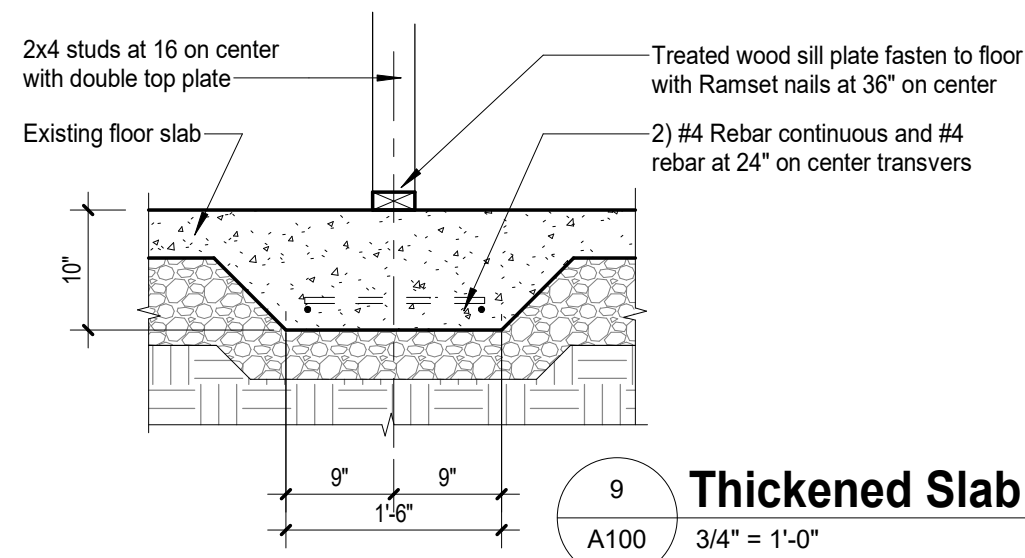


#	Date	Description	For Construction						
1	10/22/22								
12/29/2023 1:08:58 PM		PROJECT NUMBER: 2208B							
		TITLE: Cover Sheet							
		SHEET:							

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Foundation Sections





#	Date	Description
2	04/10/23	Revision 1
1	10/22/22	For Construction

12/29/2023 1:09:00 PM

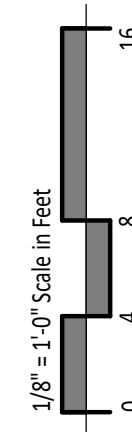
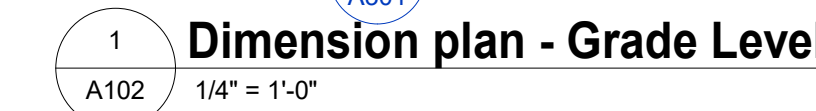
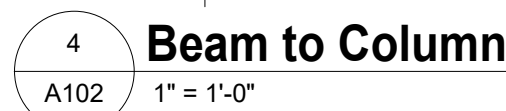
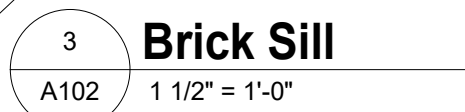
PROJECT NUMBER:
2208B

TITLE:
**Grade Level
Floor Plan**

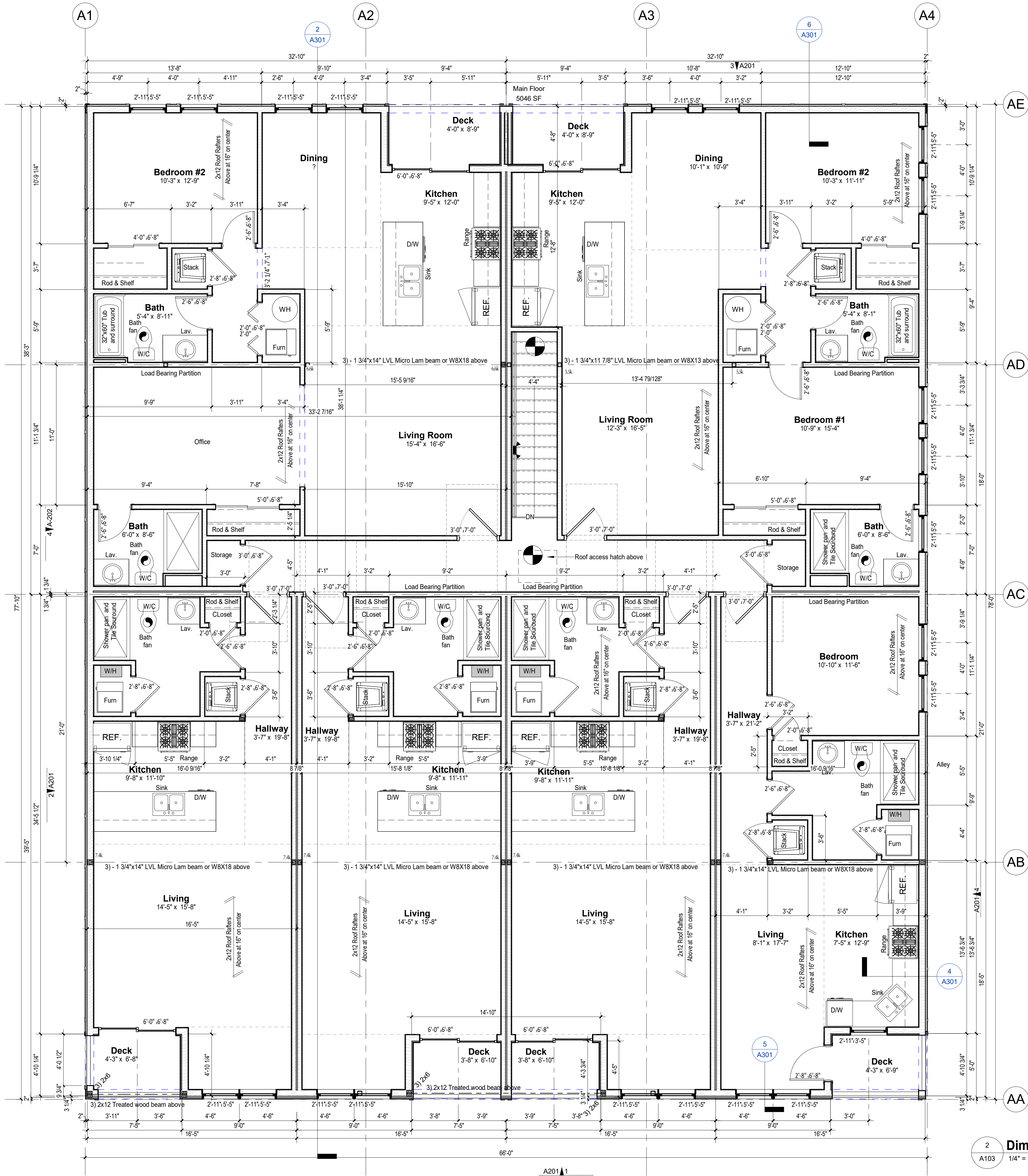
SHEET:



1. Prior to installing any new work clean and prep existing surfaces to receive new materials as recommended by manufacturer or supplier. Install and remove any deteriorated materials to match standard work conditions.
2. Dimensions to be factored in include: finish material, the face of new studs or centerline of the structure unless otherwise specified
3. All doors, fixtures, and equipment shown are provided for coordination purposes only. The layout is considered conceptual. Refer to civil, mechanical, electrical, plumbing, fire, and life safety, etc. for specific design information.
4. Provide adequate wood blocking for millwork, fixtures, equipment, plumbing, etc. as shown. Coordinate with millwork panels, roof access ladder, future or by owner items, etc.
5. Provide positive drainage of surface water away from building without ponding of water adjacent to the building or on elements.
6. Contractor to coordinate all above ceiling attic work lighting, ductwork, or other systems to ensure interference conditions are avoided.
7. Contractor to verify all dimensions and existing conditions concerning the extent of interior demolition provided by the building owner prior commencement of this project. Notify the architect immediately of significant conditions which may impact aesthetics, durability, cost, and schedules.



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1/8" = 1'-0" Scale in Feet
0 4 8 16

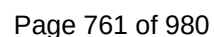
#	Date	Description
3	07/09/23	Revision 2
2	04/10/23	Revision 1
1	10/22/22	For Construction

PROJECT NUMBER: 2208B
TITLE: Upper Level Floor Plan
SHEET:

A103

Graystone
Mixed Use Building

212 SE Main Street | Grimes, Iowa 50111



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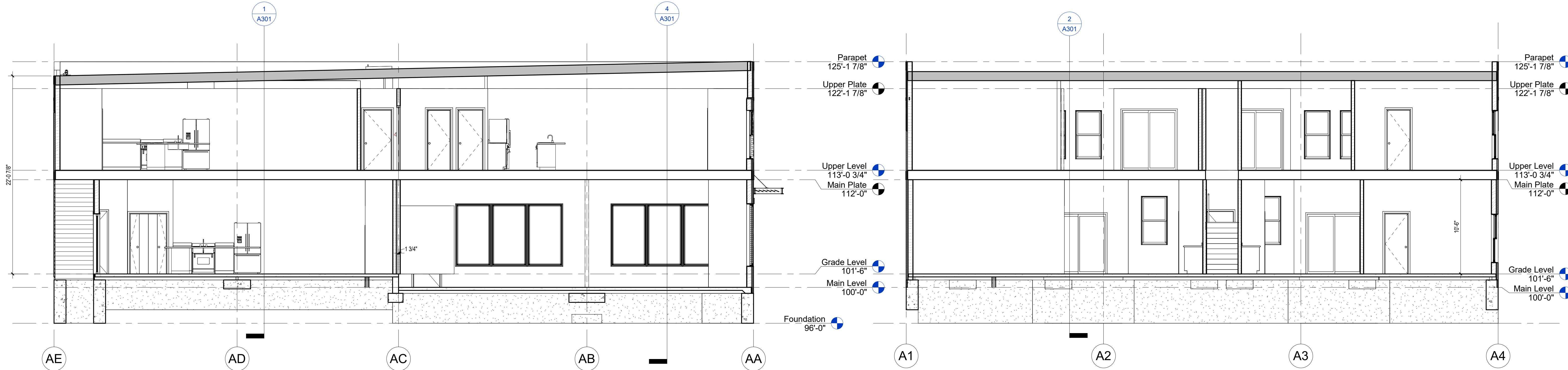


1. Refer to additional notes and requirements on all other documents and other disciplines documents.
2. Refer for mechanical, electrical, plumbing, and fire protection (if applicable) drawings for ductwork, devices, equipment, & fixtures not shown on the reflected ceiling plans. Coordinate location of these items with these shown. Info shown here is for reference only, see other consultant & contractor drawings.
3. Coordinate location of all lights switches and thermostats w/owner before construction.
4. Provide acoustic drop clips for all acoustical ceiling tiles in vestibules, typical.
5. Ceiling grid to be centered each way within rooms and areas shown on the reflected ceiling plan unless noted otherwise.
6. All electrical, mechanical, plumbing and fire protection devices are to be centered within ceiling panels unless noted otherwise.
7. In rooms and areas scheduled to have exposed structure, all wall materials, and partitions, extend to the underside of the roof or floor deck, unless noted otherwise. Paint all exposed structure, duct, ductwork, conduit, etc. in areas noted to be open to structure unless noted otherwise. Painting of exposed structure to be done after all utilities are installed.
8. Cement board and gypsum board ceilings to be installed on structure above unless noted otherwise.
9. Wall on board shall extend 6" minimum above highest adjacent ceiling at partitions not identified to be full-height. Brace top of the wall to the structure above with lugs framing at 48" center each way.
10. Gypsum board vertical returns on soffits and bulkheads to extend 6" minimum above highest adjacent ceiling height, unless noted otherwise.
11. Refer to mechanical drawings & provide materials for required locations of access panels in gypsum board & cement board ceilings not shown on the reflected ceiling plans. Coordinate panel location with the architect.
12. Paint all exposed steel, conduit, ductwork, piping, etc. in rooms and areas noted or scheduled to received painted finishes.
13. Provide support wire above the ceiling at 2'-0" on center on ceiling grid members around all ceiling mounted items and locations noted on the drawings.
14. Provide escutcheons at all ceiling penetrations, unless noted otherwise.
15. Hold vertical gypsum board and cement board 1/2" off structure above. See typical wall types for the top of wall construction.
16. All mechanical diffuser shall be painted by manufacturer to match adjacent ceiling unless noted otherwise.
17. Concealed sprinkler head covers shall be painted by manufacturer to match adjacent soffit / act unless noted otherwise.

Wall mounted vanity light

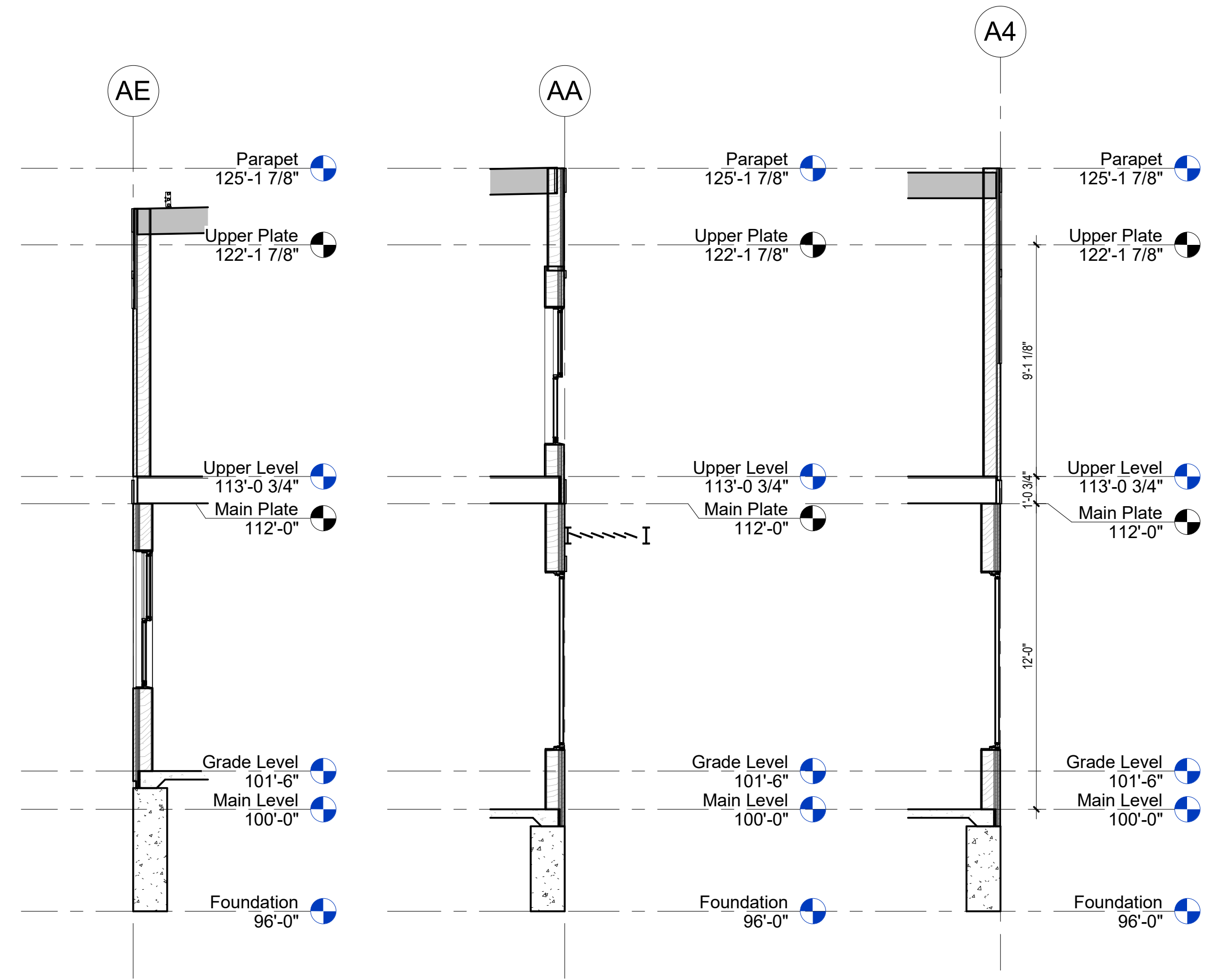
Linear Supply Air

Ceiling Return Air



2 Building Section Fron - Back
A301 3/16" = 1'-0"

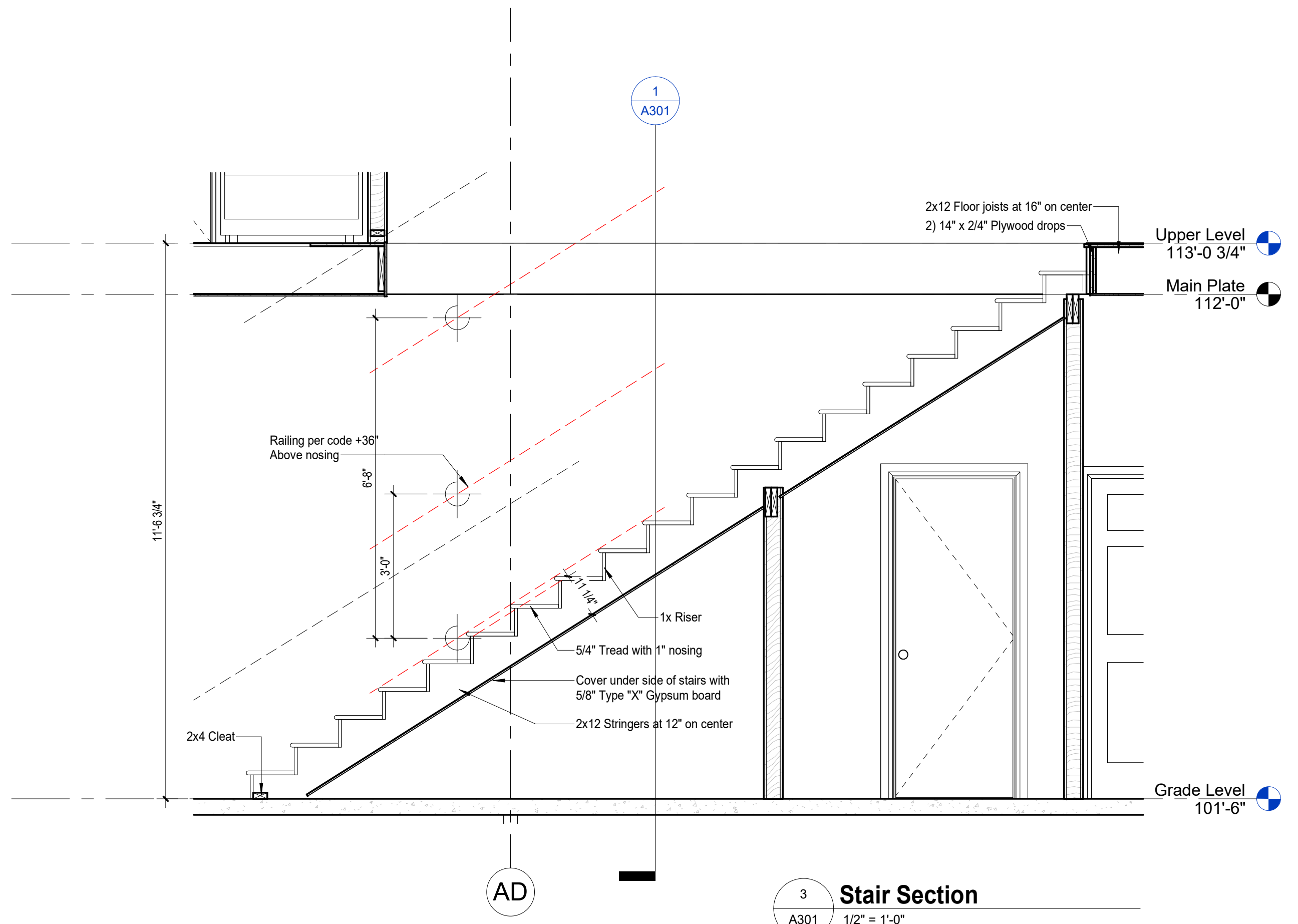
1 Building Section - Cross
A301 3/16" = 1'-0"



6 Wall Section - Back
A301 1/4" = 1'-0"

5 Wall Section - Front
A301 1/4" = 1'-0"

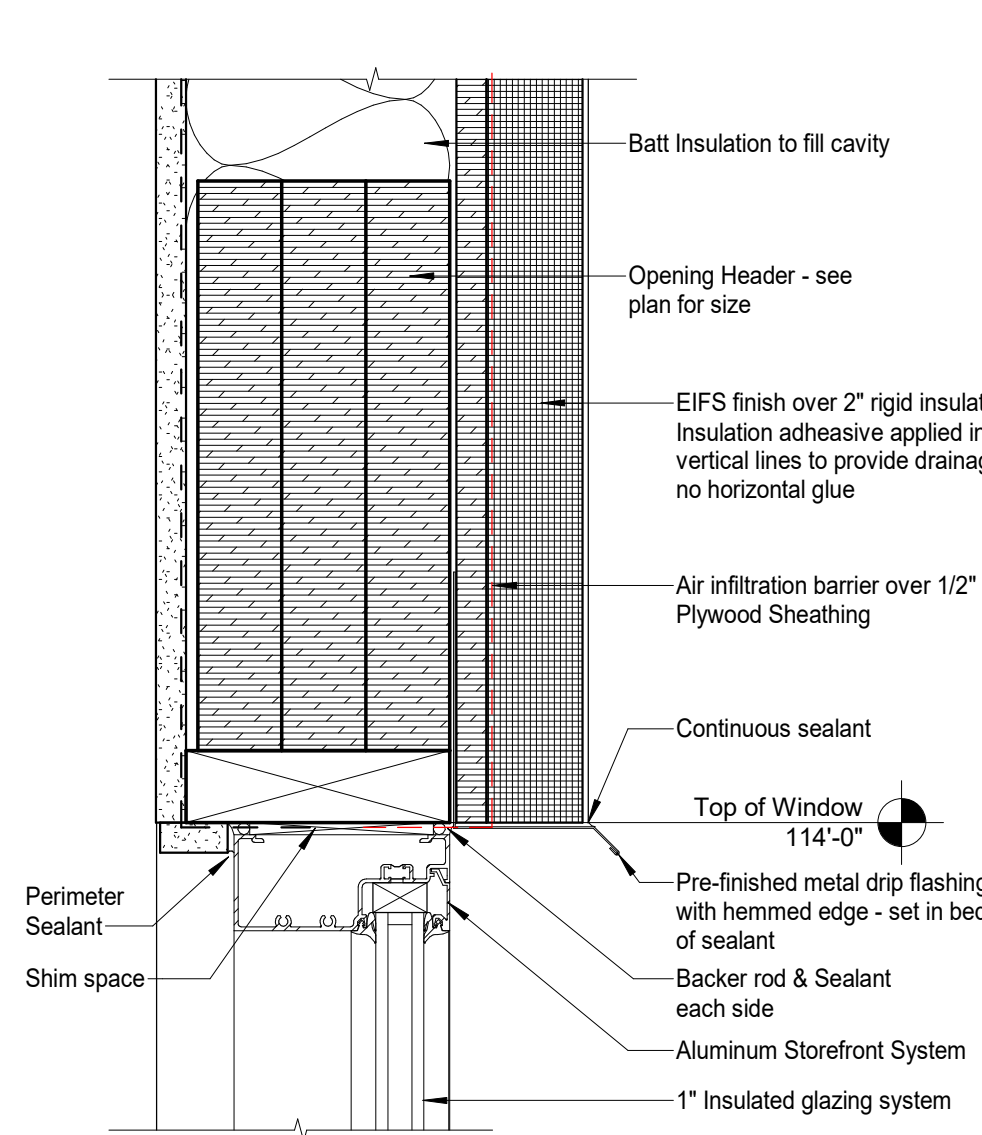
4 Wall Section
A301 1/4" = 1'-0"



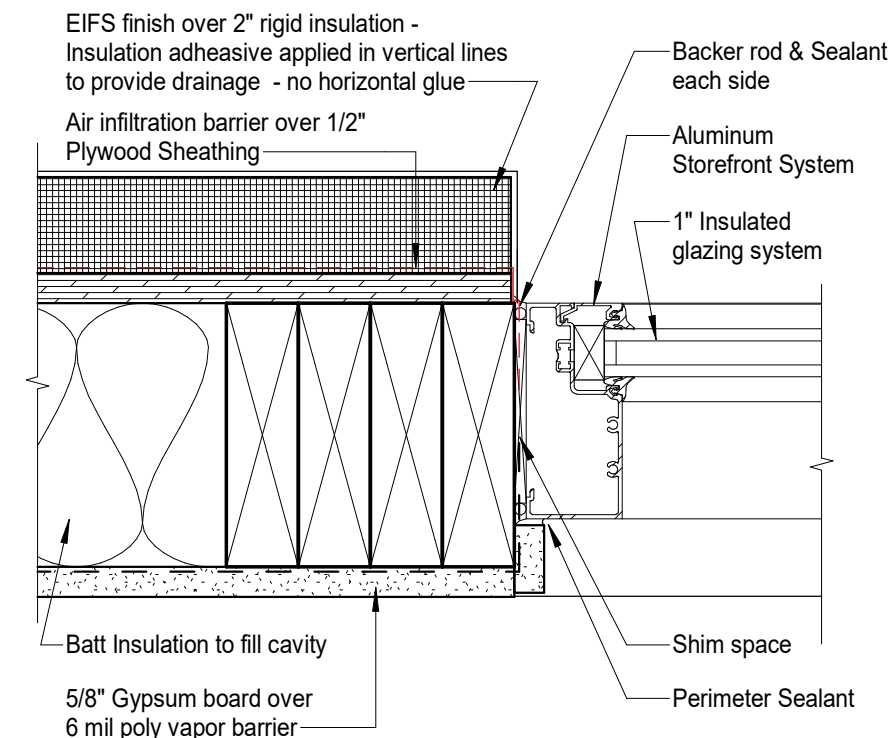
3 Stair Section
A301 1/2" = 1'-0"

#	Date	Description
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12/29/2023 1:09:11 PM		
PROJECT NUMBER: 2208B		
TITLE: Building Sections		
SHEET:		

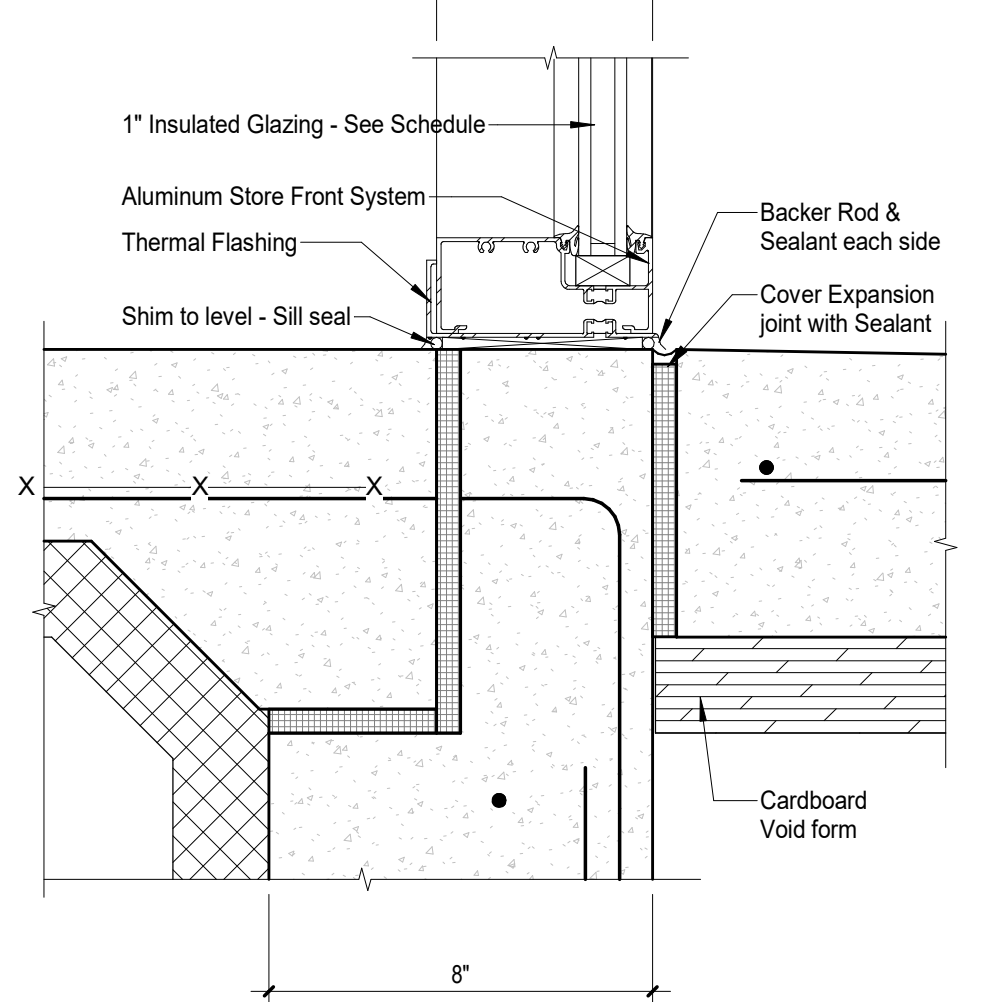
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HEAD



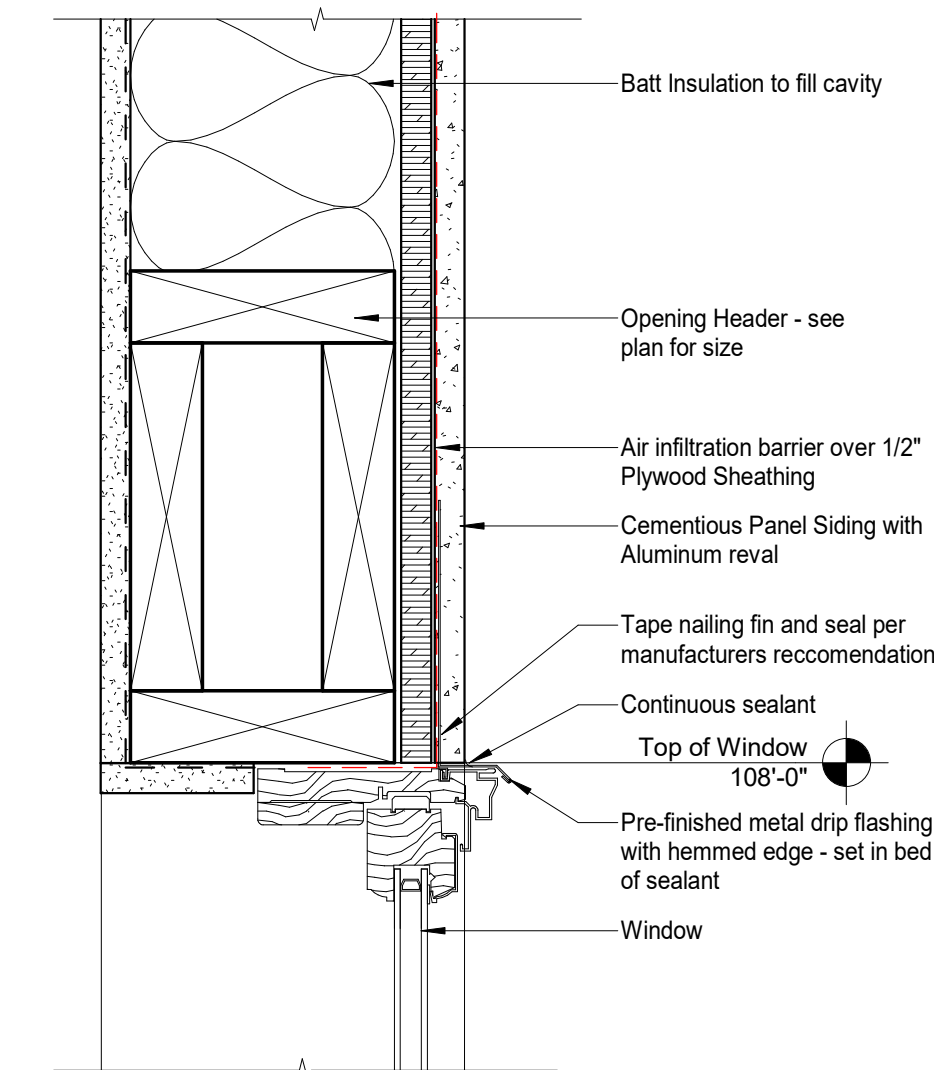
JAMB



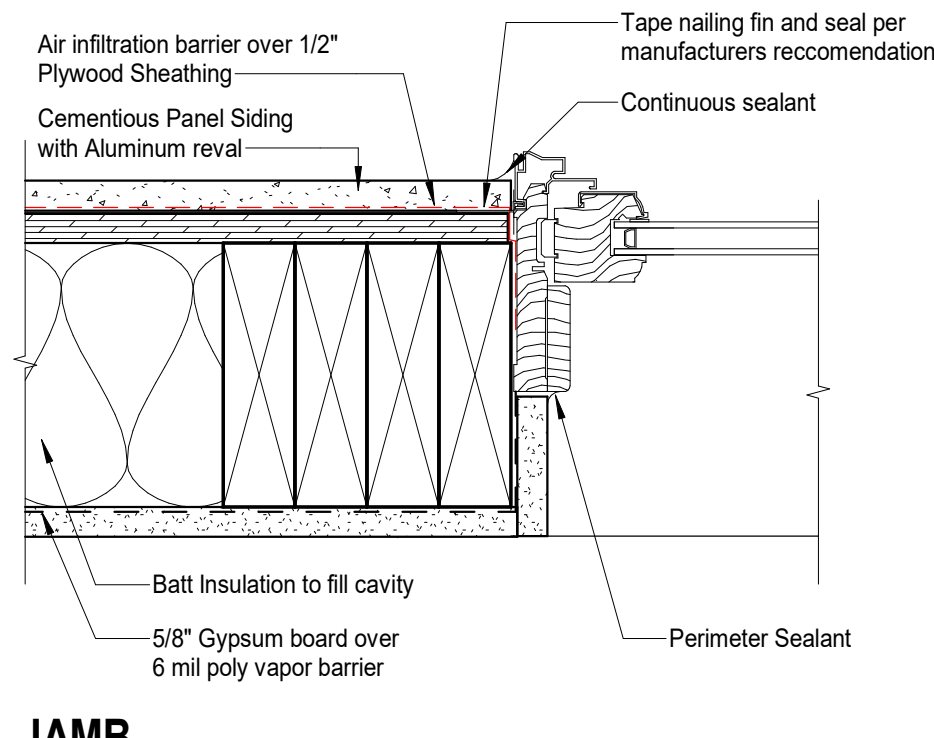
SILL

1 Exterior Storefront Details

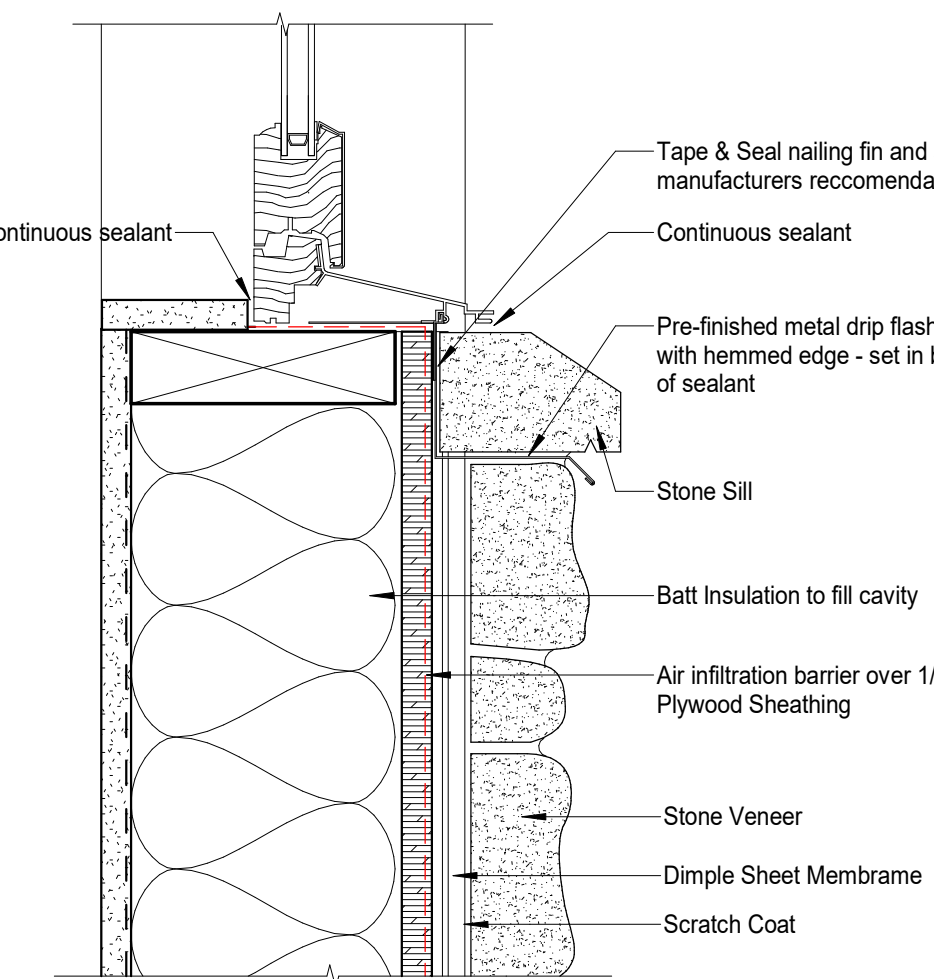
A401 3" = 1'-0"



HEAD



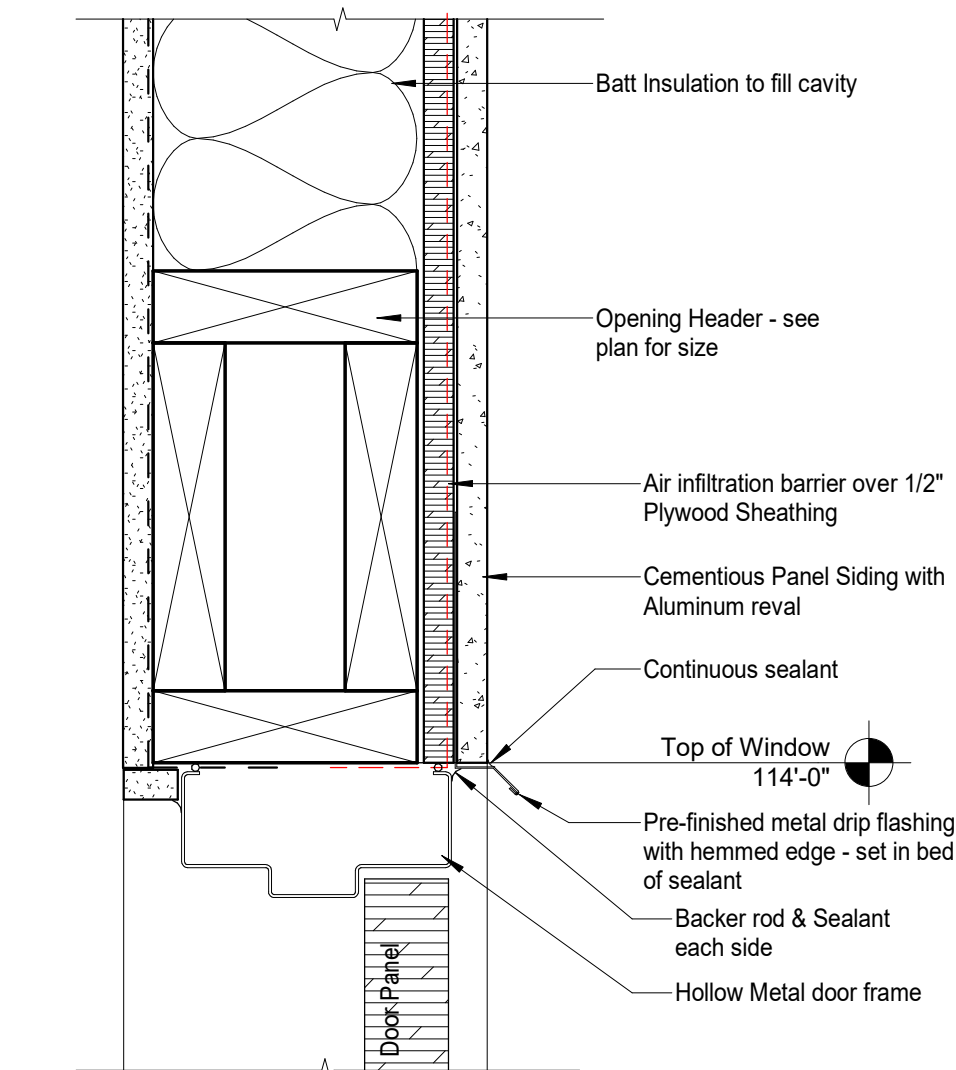
JAMB



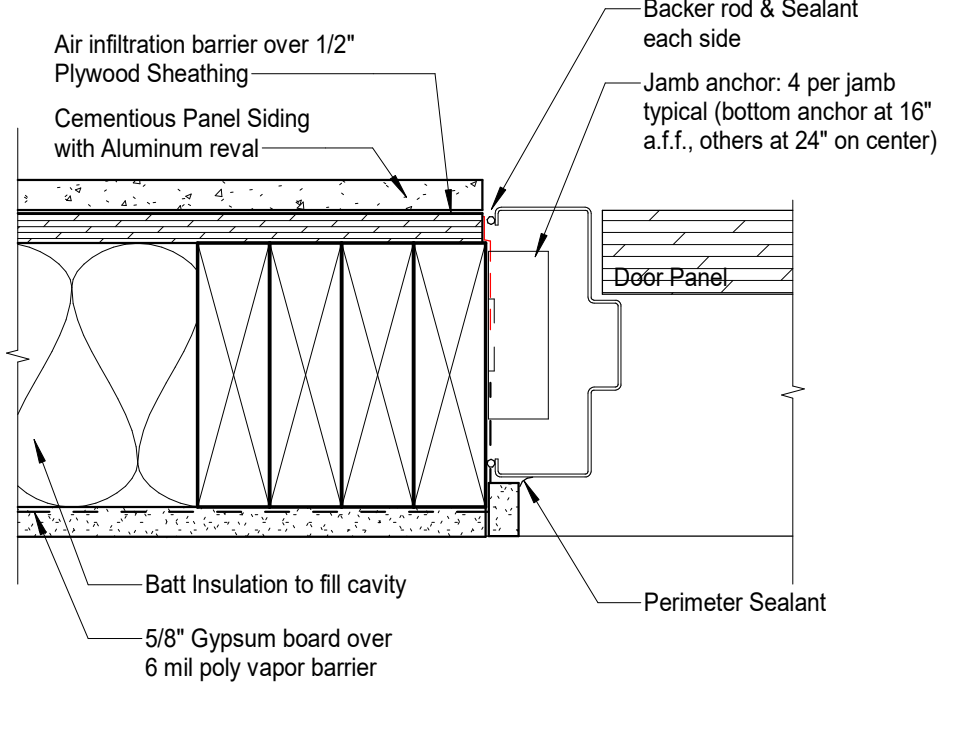
SILL

3 Window Details

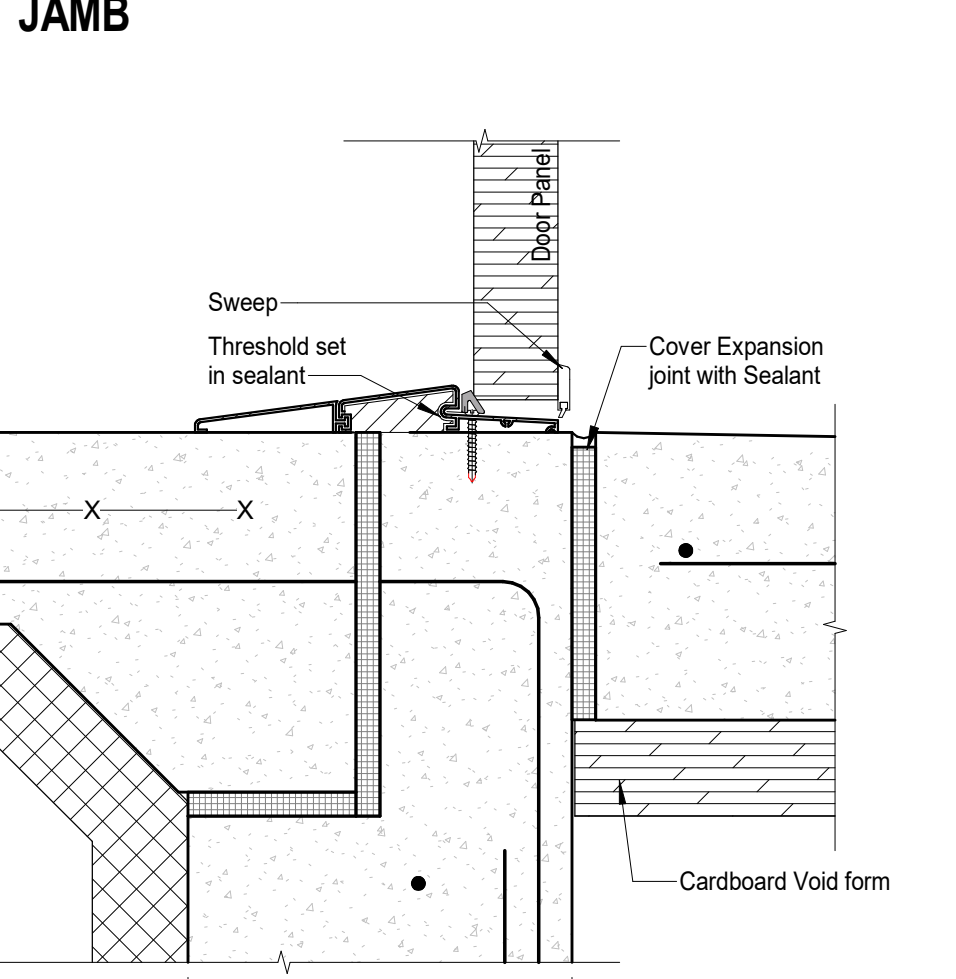
A401 3" = 1'-0"



HEAD



JAMB



SILL

5 Hollow Metal Details

A401 3" = 1'-0"

Finish Material Notes:

Floors:

CPT carpet tile, Patcraft, series action planks, size, color
LVT-1 laminate vinyl tile, Patcraft, subtractive layers, size, color

Base:

VB 4" vinyl base with premolded inside and outside corners,

Walls:

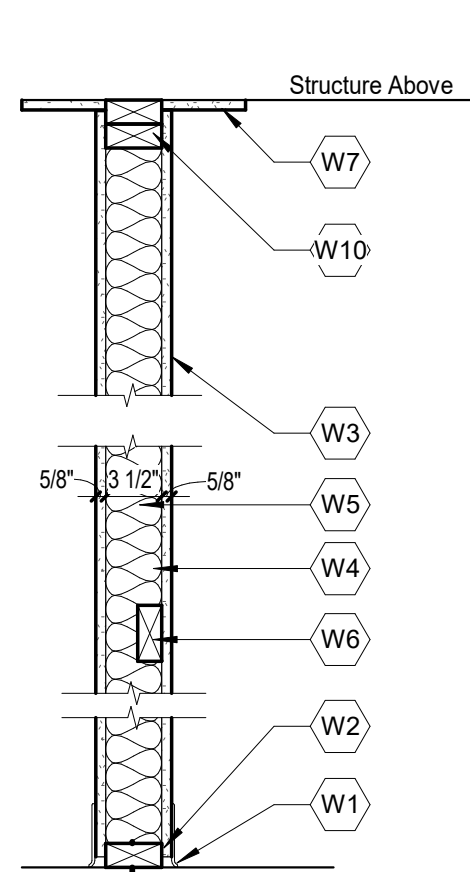
GYP gypsum board, unfinished tape and float only
PNT-1 paint, brand, color
PNT-2 paint, brand, color

Ceilings:

ACT-1 lay-in acoustical tile ceiling system, 24"x24" tile, sag resistant, beveled edge
GYP gypsum board, unfinished tape and float
PNT-1 paint, brand, color

Door Materials Legend:

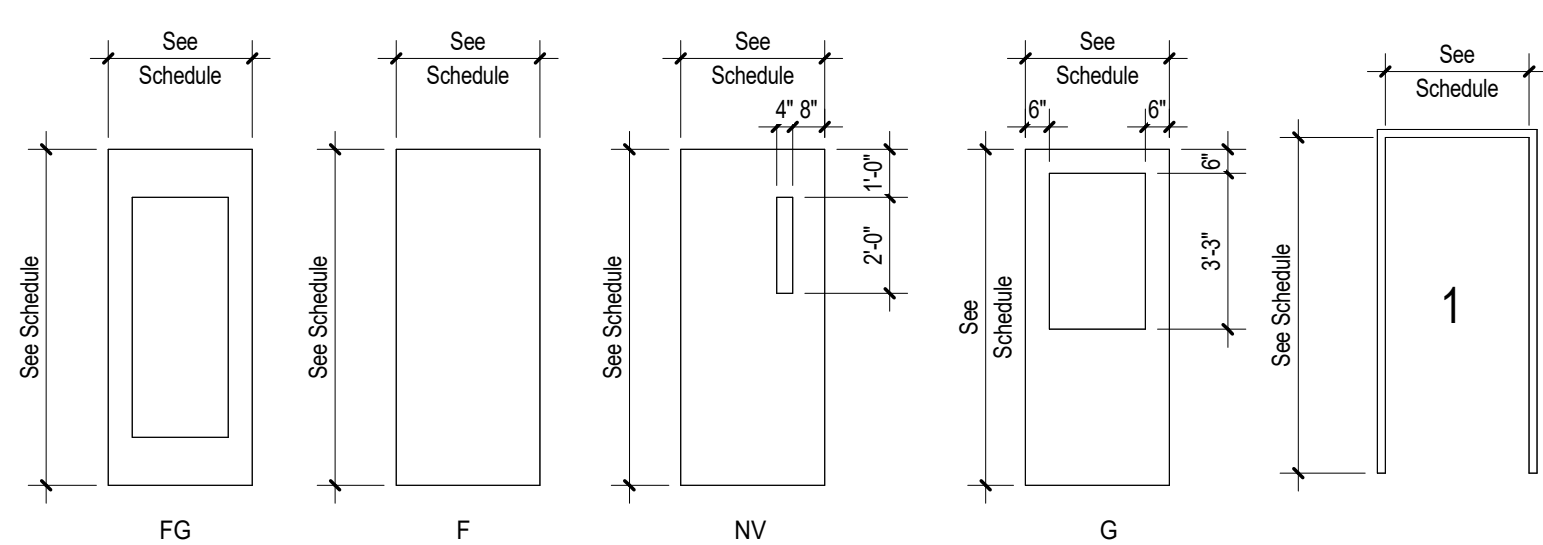
AL Aluminum
HM Hollow Metal
WD Wood



- W1** Wood Stud wall
No sound attenuation blankets
- W1S** Wood Stud - Sound
Sound attenuation blankets included
- W1F** Wood Stud - 1 Hour
This wall to meet UL U374 construction requirements

Wall Type Keynotes

- W1** Wall Base - Per room finish schedule
2x4 Treated wood sill fasten to floor structure with anchors at 48" on center max. provide UL rated fire sealant at rated walls
- W3** 5/8" gypsum board - Use Type 'X' gypsum board at rated construction
- W4** 2x4 Wood studs at 16" on center
- W5** Sound attenuation blankets - coordinate thickness with stud size
- W6** Wood Blocking as required - size and location as required by wall mounted equipment and accessories
- W7** Ceiling line - verify material and height with room finish schedule
- W10** Double top plate - fasten to structure above at 48" on center



Door Panel Legend

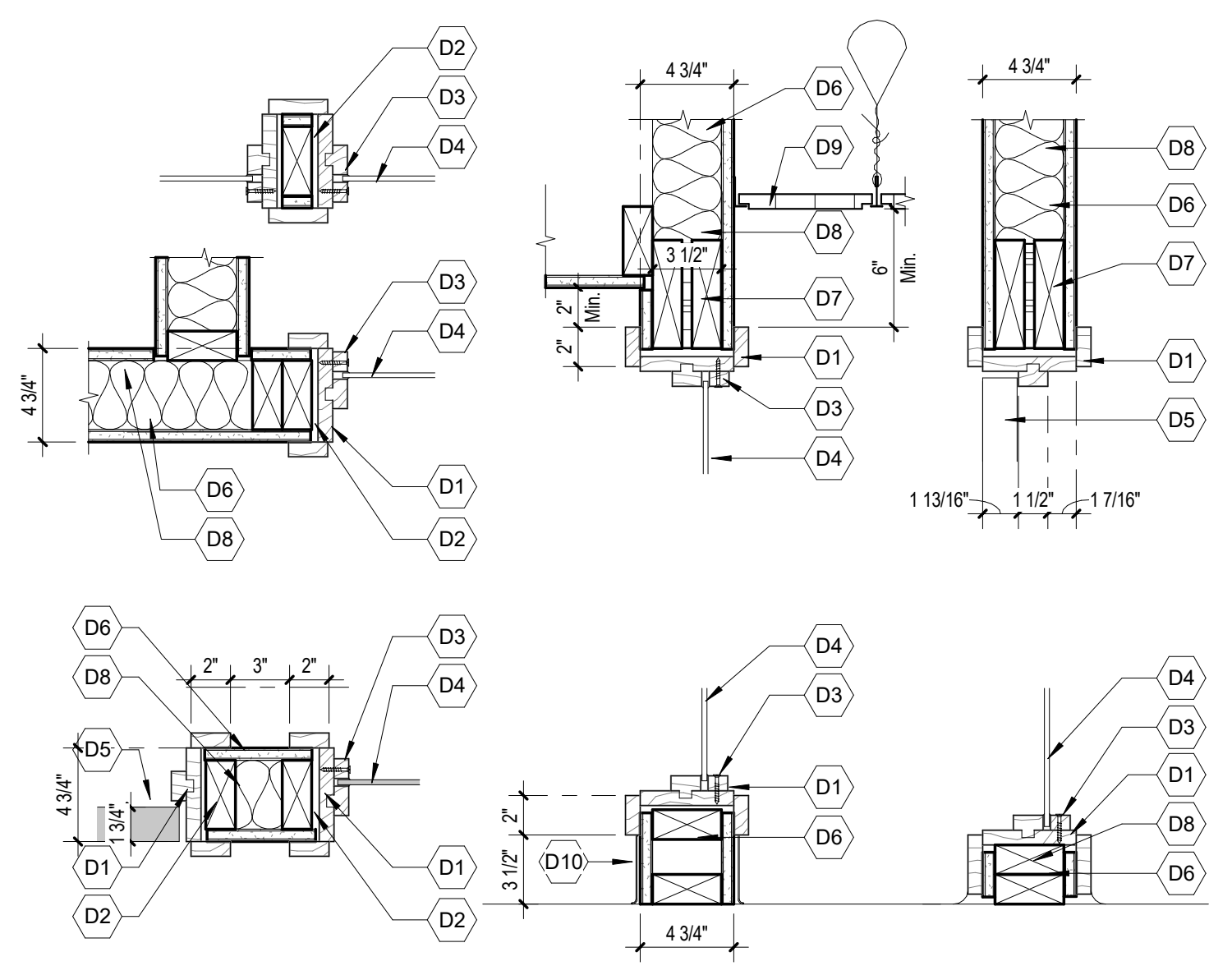
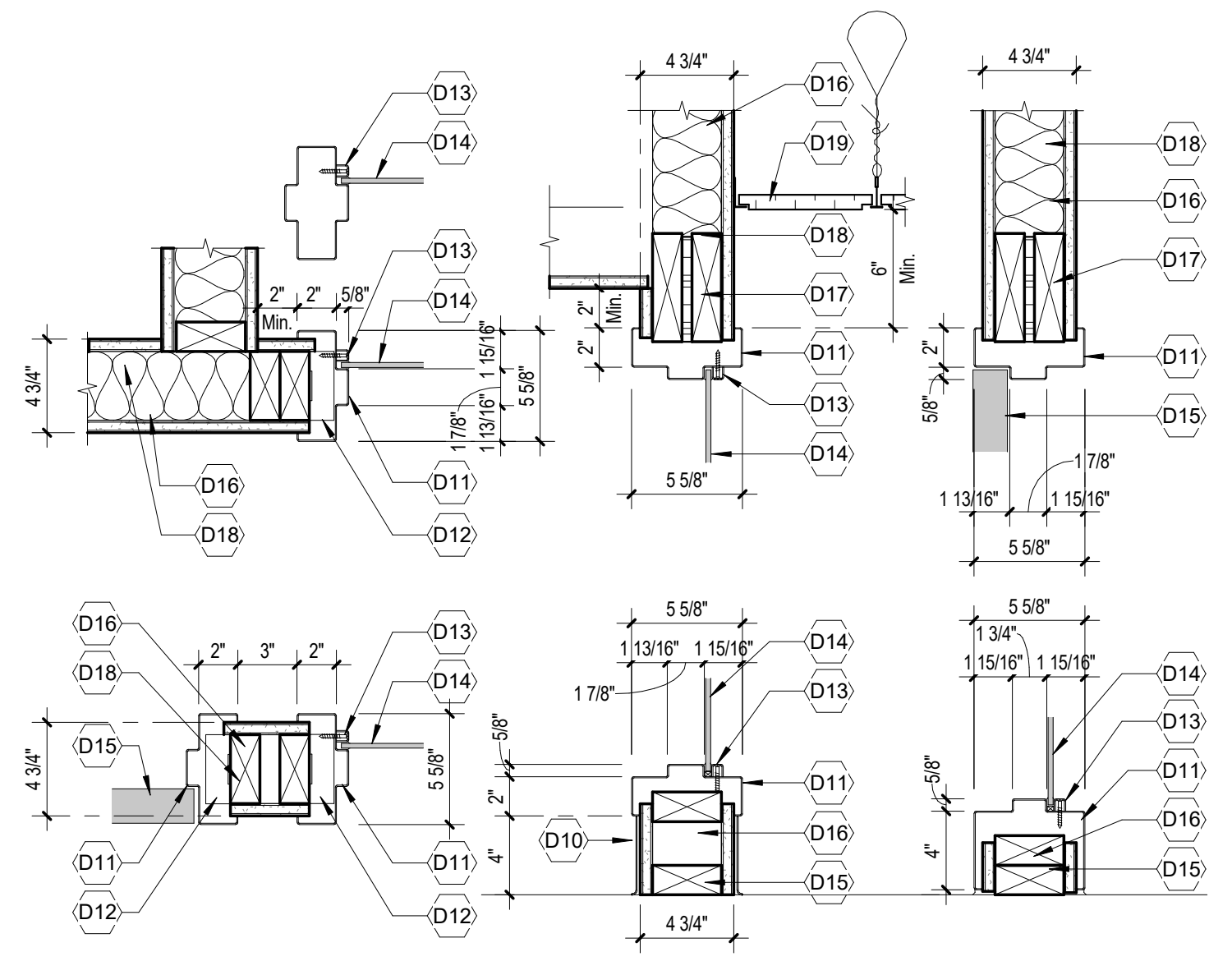
Frame Type Legend

Door and Frame General Notes:

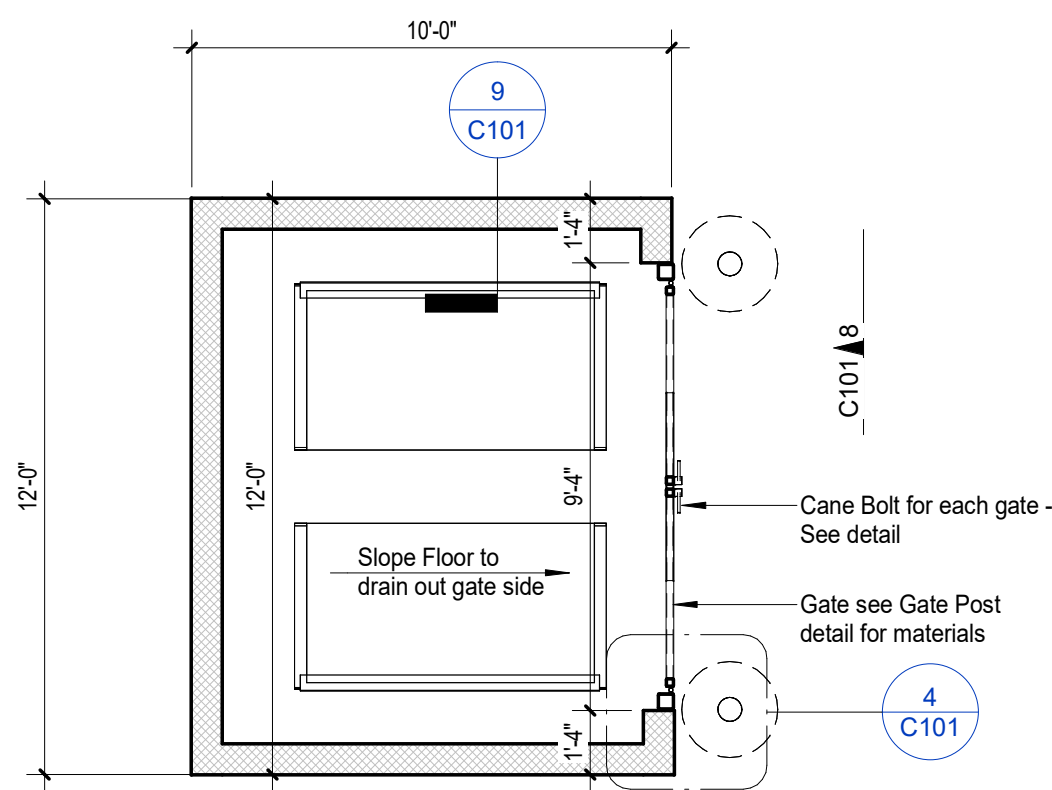
- Overall dimensions shown are rough opening sizes only. manufacturer to allow 3/8" shim space at perimeter.
 - All frames to be 2" nominal frame dimension unless noted otherwise. actual dimension may vary by manufacturer.
 - All aluminum window and door frames to have factory applied finish as selected by owner.
 - All hollow metal frames to be hot dipped galvanized to prevent deterioration. All hollow metal frames to be factory primed and ready for final painting in field.
 - It is the responsibility of the glazing subcontractor to provide safety glass as required by local codes.
- See details for head, jamb and sill conditions unless noted otherwise

Glazing:

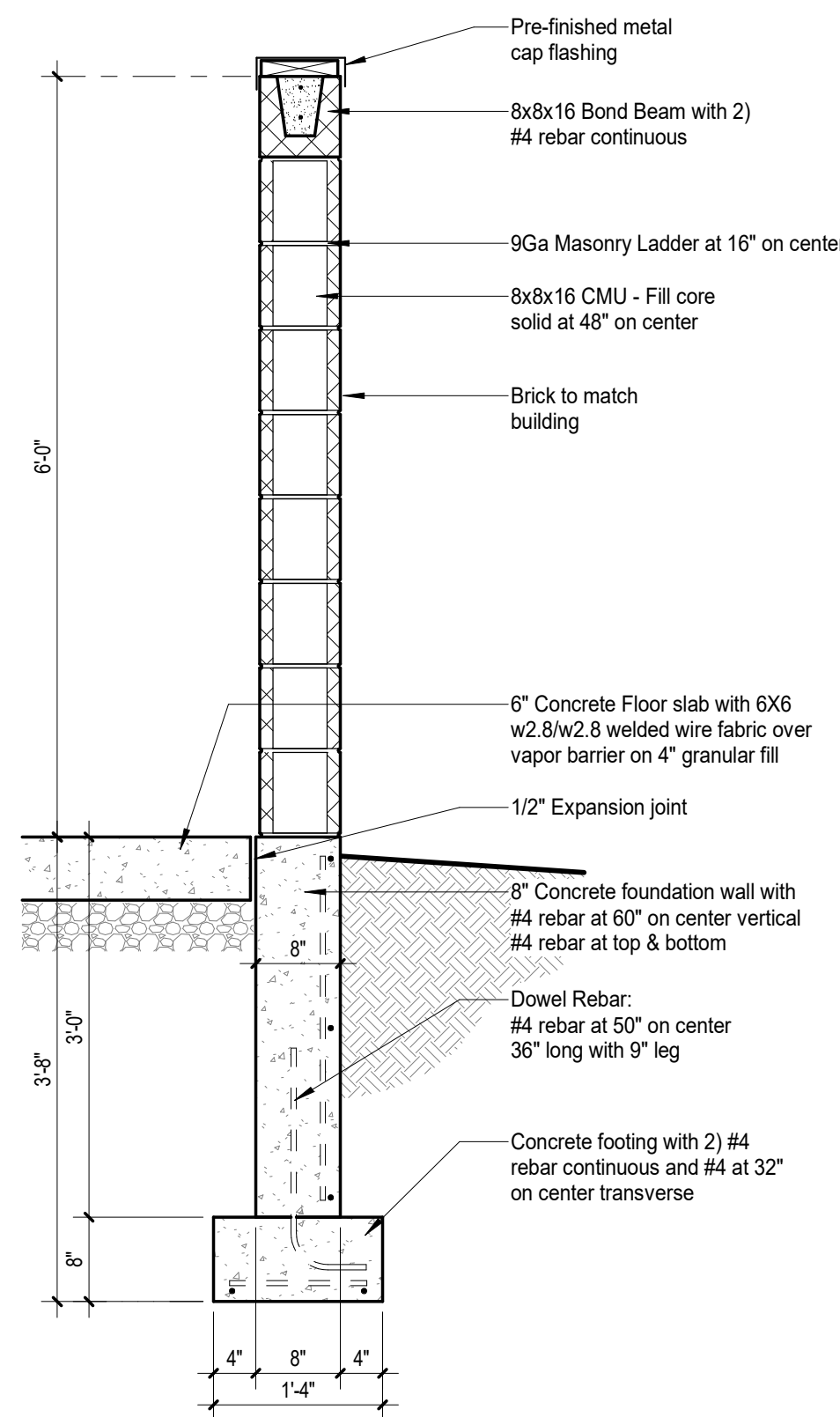
- GL-1 Clear, low e, insulated, double pane
GL-2 Clear, low e, insulated, double pane, tempered
GL-3 Clear, single pane, tempered



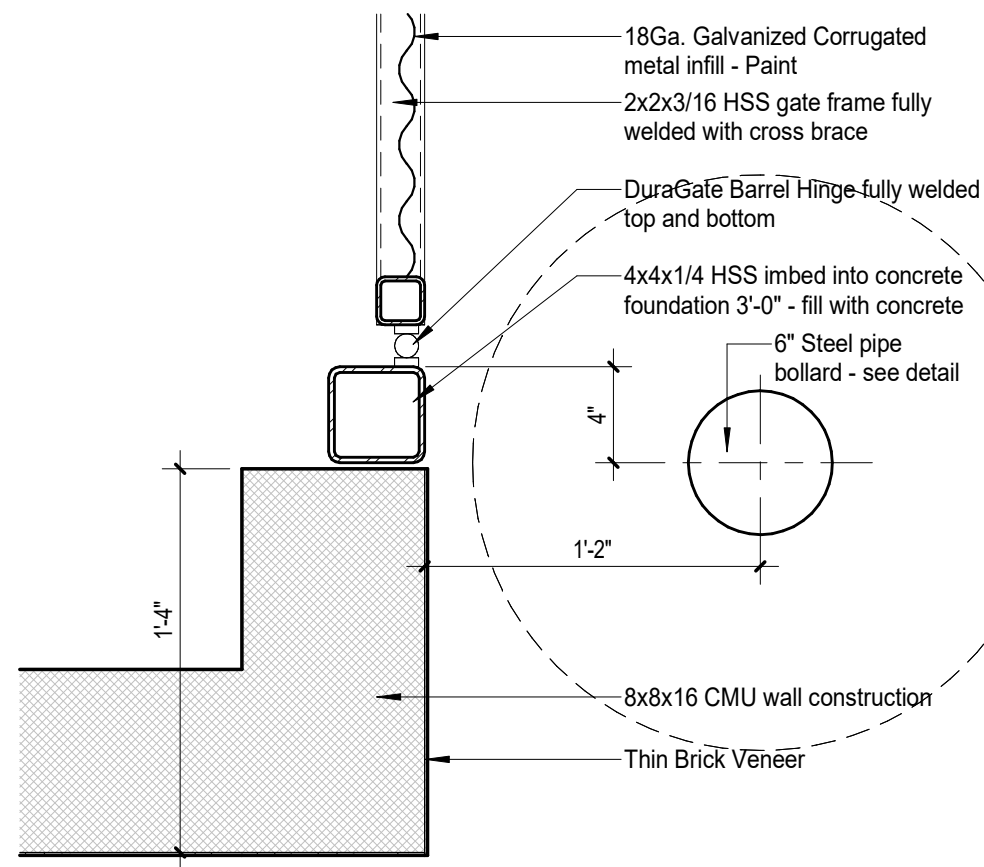
Door Frame Details



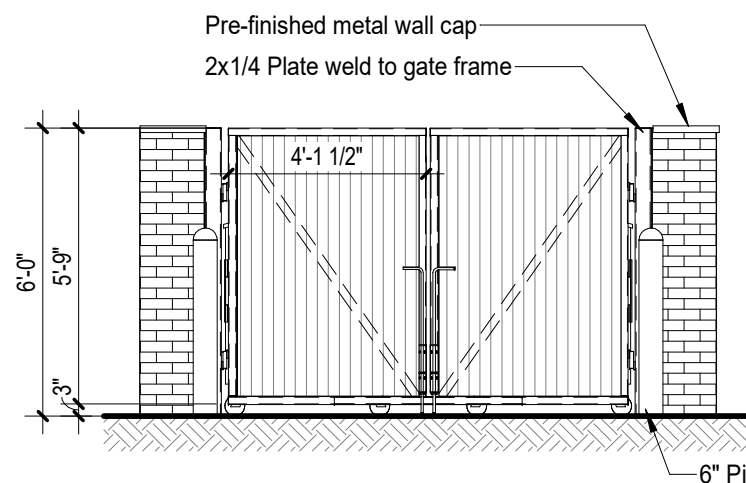
7 Dumpster Enclosure
C101 1/4" = 1'-0"



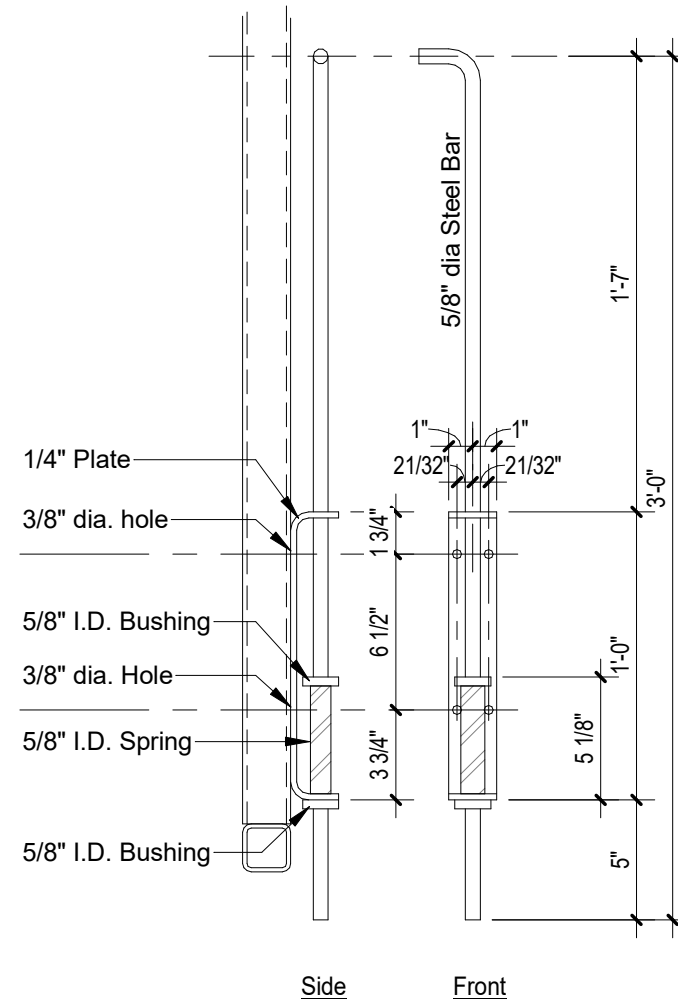
9 Trash Enclosure Section
C101 3/4" = 1'-0"



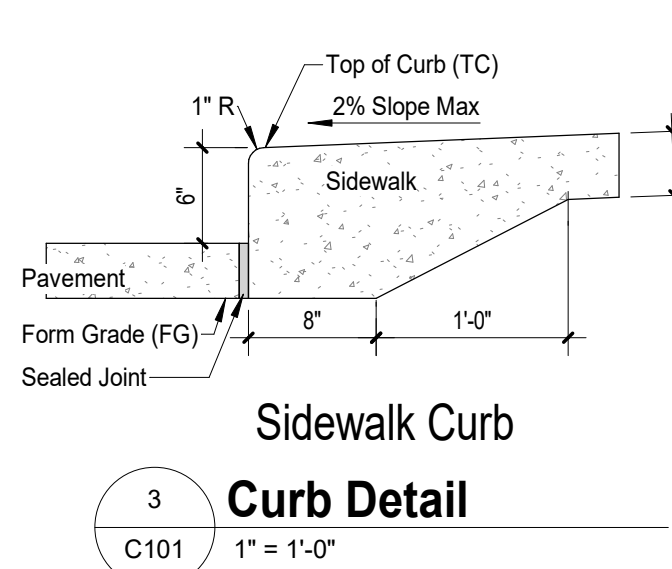
4 Gate Post
C101 1 1/2" = 1'-0"



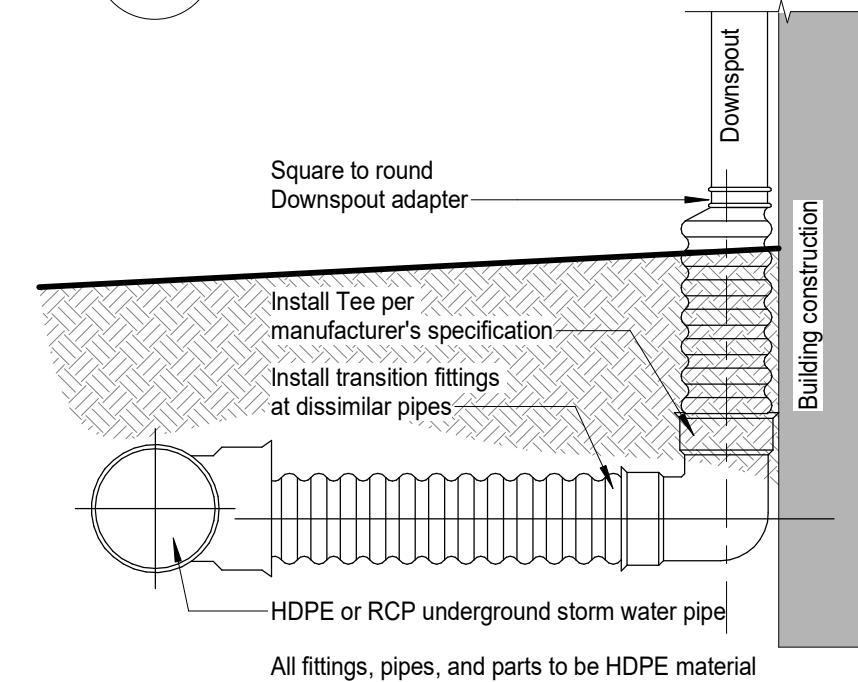
8 North Elevation - Trash Enc.
C101 1/4" = 1'-0"



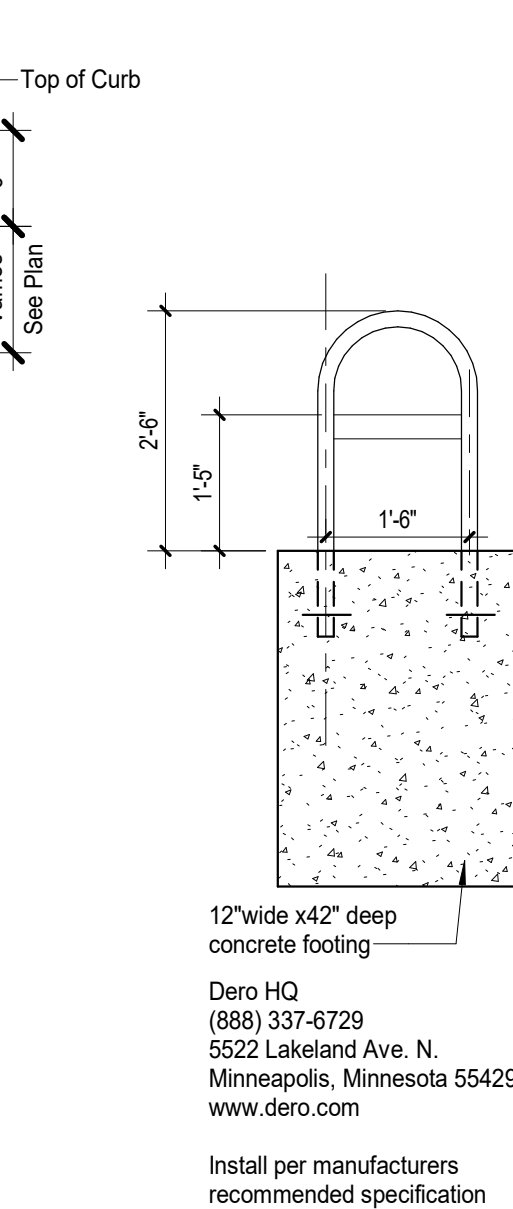
10 Cane Bolt
C101 1 1/2" = 1'-0"



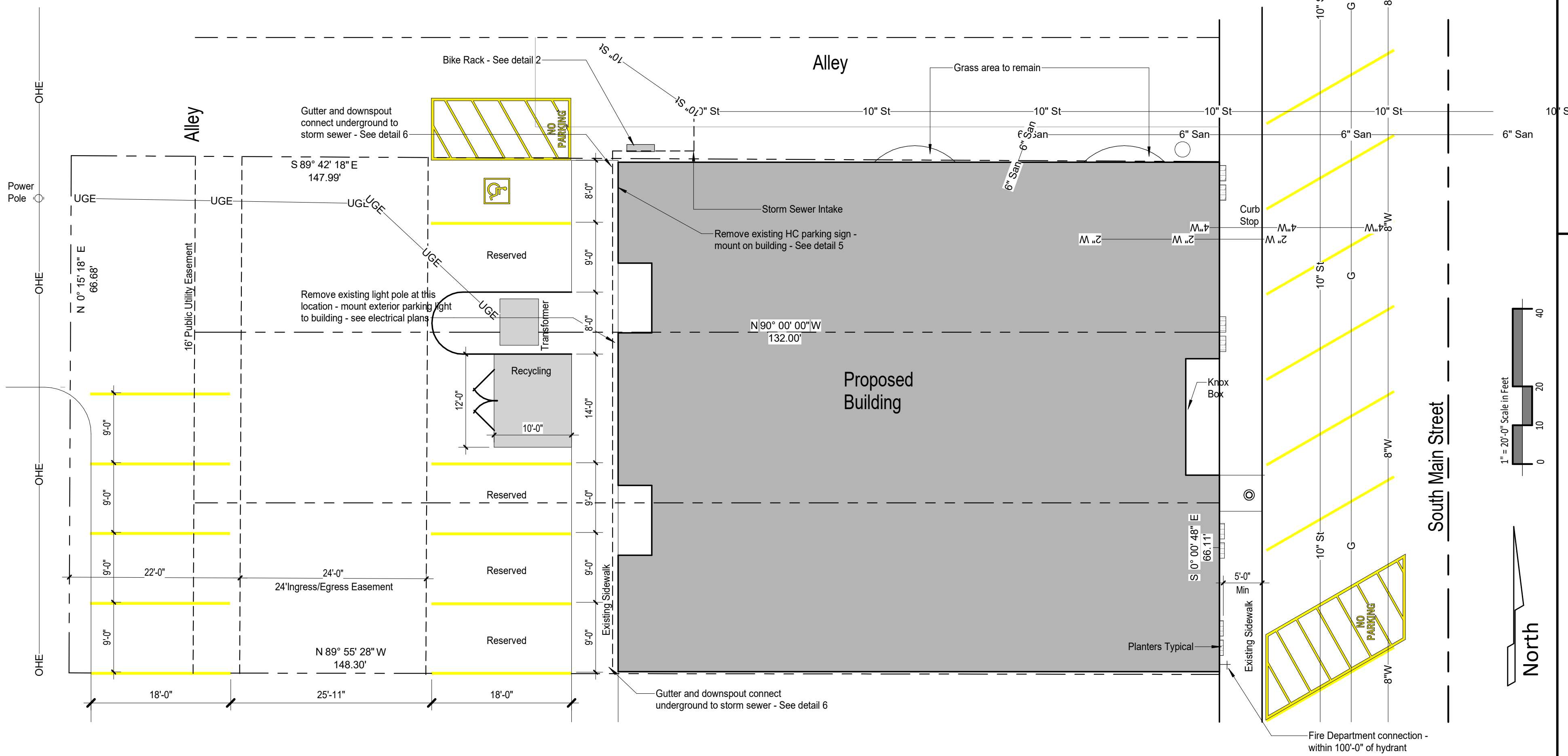
3 Curb Detail
C101 1" = 1'-0"



6 Downspout Connect
C101 1" = 1'-0"



2 Bike Rack
C101 1/2" = 1'-0"



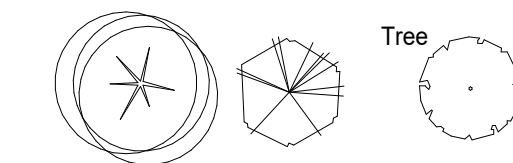
1 Site Plan
C101 1" = 10'-0"

Site Notes

- Any changes or amendments to the project that do not meet what is shown on the plans needs to be approved with the permit and development center prior to installation or construction.
- All work in the city right-of-way shall be done in accordance with SUDAS and the City's General Supplemental Specifications to SUDAS effective at the time of plan approval.
- All work in the city right-of-way requires a right-of-way permit.
- The required landscaping new and existing shall be maintained for the life of the certificate of occupancy or certificate of zoning.
- It is the responsibility of the owner or the contractor to follow all applicable codes and ordinances whether or not contained on these documents.
- All lighting shall consist of low glare cut-off type fixtures to reduce the glare of light pollution on surrounding properties.
- No mechanical or utility equipment over 3' tall allowed in any front yard setback. All utility equipment shall be screened from street view.
- All disturbed areas will be restored by seeding or sodding.
- Locations of elements traced from Polk County, Iowa Assessor's website imagery accessed on November 22, 2021.
- Building Setback dimensions are taken from Chapter 165.27 C-2 Commercial District Building City of Grimes Zoning requirements, accessed on October 20, 2020.
- Snow will be hauled off site.
- Owner will be responsible for damage and repairing alley or sidewalk paving.

Site Legend

W	W	Water Line
SS	SS	Sanitary Sewer Line
---	---	Property Line
---	---	Building Setback Line
---	---	Easement Line
---	---	Road Centerline
---	---	Paving
---	---	Topography



- Notes:
- Sign shall be constructed of 0.062" thick aluminum Minimum. Lettering, Symbol and Border shall be reflective white, on blue background, with standard 3M Scotchlite sign face #R7-32, or equivalent.
 - Place in front of each Accessible parking stall within clear view, but not to obstruct passage from parking stall or any walkway.

5 ADA Parking Sign Detail
C101 1/2" = 1'-0"

Zoning Setbacks:
0' 5' Max Front setback
0' 5' Max Rear setback
25' Adjoining Residential District
0' Side Yard Total

Zoning:
PUD - Governor's District Overlay
8"W

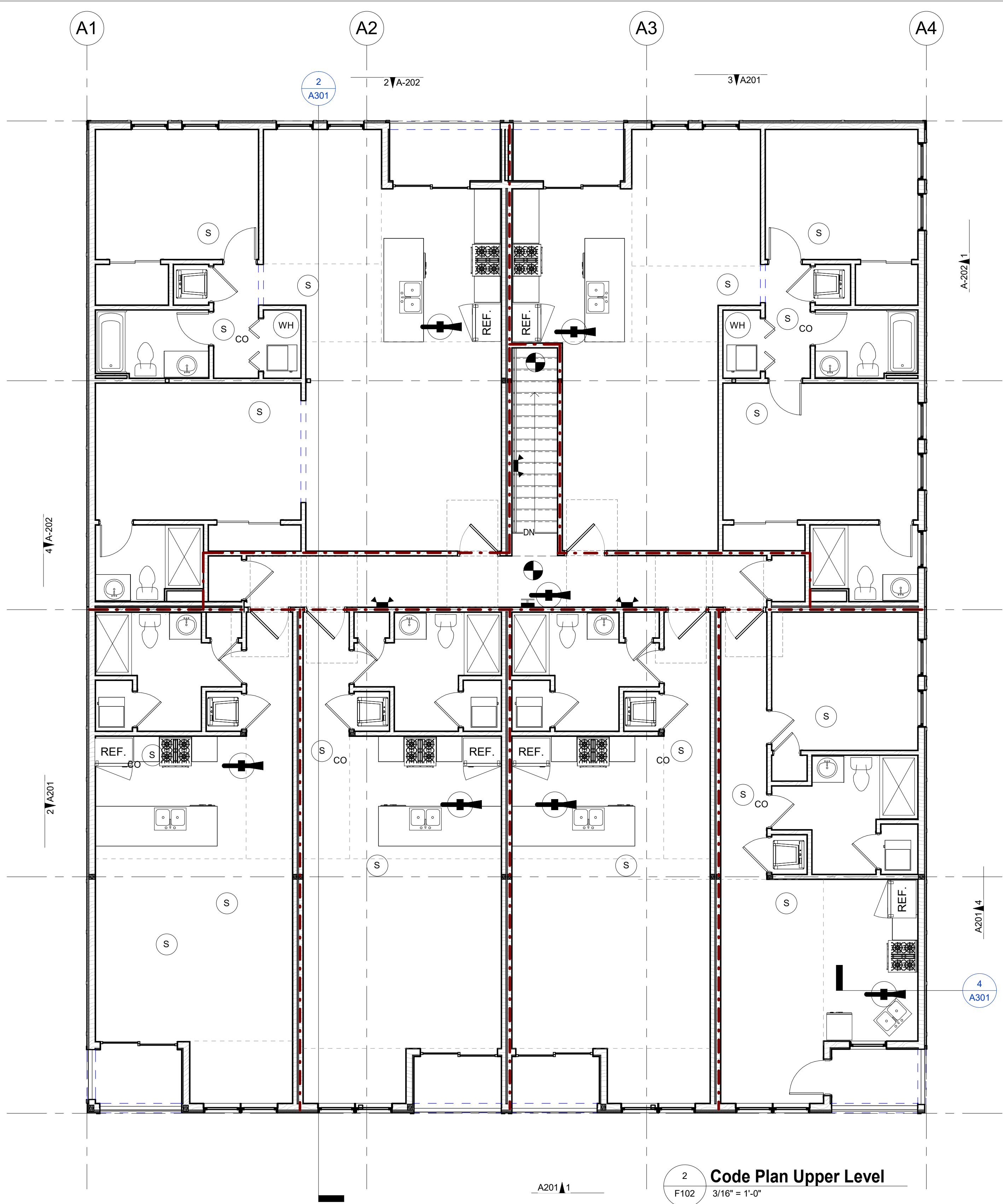
Property Owner:
Graystone Co LLC
101 SE Main Street
Grimes Iowa 50111

Property Address:
212 SE Main Street
Grimes, Iowa 50111

Legal Description:
Lot 11, 12, 13 Block 7 Town of Grimes, City of Grimes, Polk County, Iowa

Zoning Requirements:
Maximum Height: - 50 feet, 4 stories
Density - Maximum 8 dwelling units
Open Space: - None required
Parking: - 8 spaces (1 space per unit)

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2 Code Plan Upper Level
F102 3/16" = 1'-0"

Egress Legend

Wall Construction

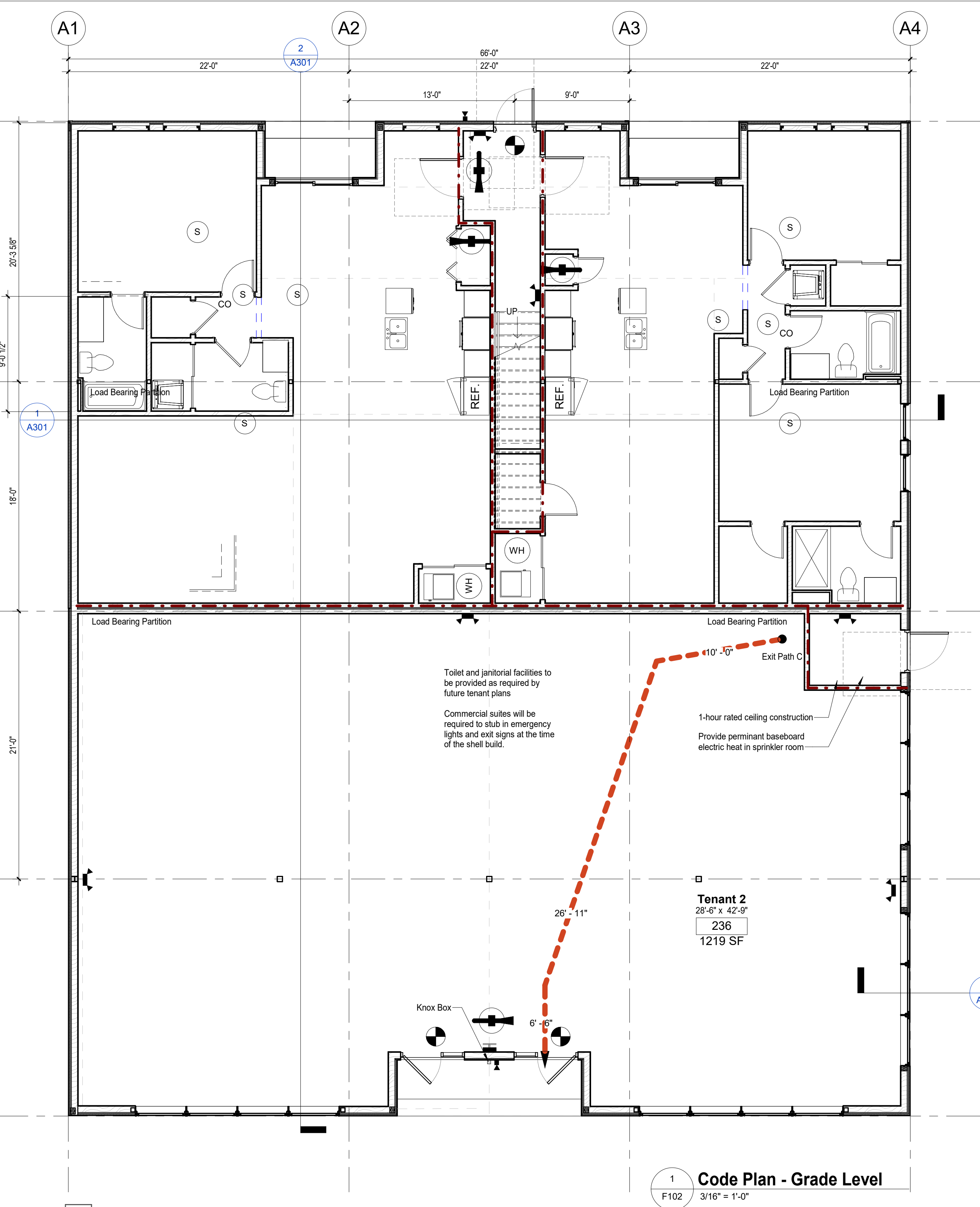
- 1 Hour Rated Construction
- 2 Hour Rated Construction
- 3 Hour Rated Construction
- Smoke Sealed Construction

Travel Path

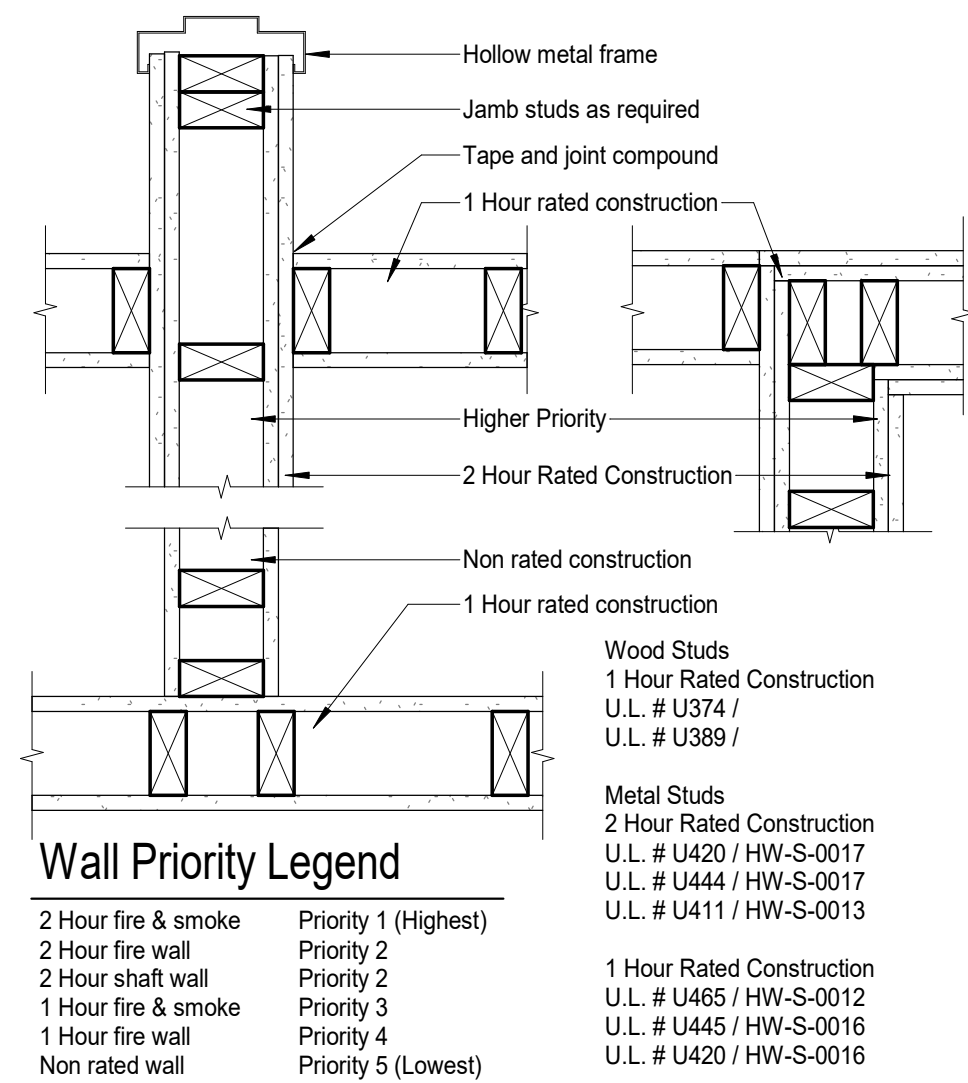
- Path Name / Label
- Start Point
- Segment Length
- Exit Point
- Total Length of Path & Label
- Occupant Capacity of Door
- Actual Opening Width
- Required Opening Width
- Required Occupants

- | | |
|-------------|----------------------------------|
| Sprinklered | Occupancy Class |
| 303.4 | Occupancy Class |
| 310.3 | Occupancy Class |
| 504.3 | Maximum Height |
| 504.4 | Maximum Stories |
| 506.2 | Maximum Floor area |
| 508.4 | occupancy separation |
| 601 | Construction Type |
| 601 | Fire Rating Requirements |
| 602 | Exterior separation distance |
| 903.2.8 | Automatic Sprinkler |
| 906.1 | Portable Fire Extinguisher |
| 906.3(1) | Extinguisher Class |
| 907.2.2 | Manual Fire Alarm System |
| 1004.5 | Occupant Load |
| 1005.3.1 | Egress Width Stairs |
| 1005.3.2 | Egress Width Others |
| 1006.3.3(2) | Common Path of Travel |
| 1006.3.3(2) | Two Means of Egress required at |
| 1007.1.1 | Multiple Exit Separation |
| 1010.1.2.1 | Swing in the Direction of Egress |
| 1017.2 | Maximum Travel Distance |
| 1020.4 | Dead end Limit |
| 1020.2 | Minimum width |

- YES
B Business
R-2 Residential Group
- 40'-0" S
3 S
27,000 sf B / 21,000 sf R
5,070 sf actual per floor
1 hour - R - B sprinklered
- V-B
No rating requirements
10' < X < 30' - Type VB no rating required
- Group R - Required
30' Max. Travel Distance form
cooking equipment
Type 2-A / 75' Max. Travel Distance
or as required by fire code official
Group B > 500 occupants
Smoke Detectors are required
- See Occupant Analysis table
> 1/2 Diagonal Distance w/o Sprinkler
> 1/3 Diagonal Distance w/ Sprinkler
> 50 occupants
250'-0" S / 200'-0" NS
50' Sprinklered - 20' w/o Sprinkler
44'



1 Code Plan - Grade Level
F102 3/16" = 1'-0"



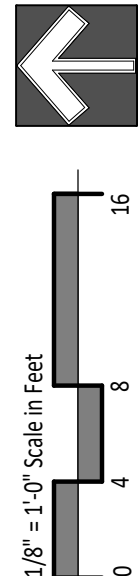
Fire Wall Types - Wood

City of Grimes Code Information

CODE	DESCRIPTION
2018	International Building Code
--	--
2018	International Mechanical Code Per State of Iowa
2018	Uniform Plumbing Code
2012	International Energy Conservation Code
2020	National Electrical Code
2018	International Fire Code

Life Safety Devices

- Emergency Light
- Exterior Egress Light
- Fire Pull Station
- Strobe
- Horn Strobe
- Exit Sign
- Fire Extinguisher Cabinet
- Fire Extinguisher



CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Grimes Public Work Site Plan Amendment

BACKGROUND: Grimes Public Works is planning site modifications to their existing facility at 1700 SE Destination Drive. Public Works desires make changes to the front entrance and parking lot to make the site more friendly for the public to enter the building. The fence and turnstile from the previous FedEx facility is still in place making the site uninviting. The plan is to remove the fencing and stairs at the front entrance and construct an at-grade sidewalk leading from the parking lot to the front door. In addition, a second driveway entrance off of SE Destination Drive will be constructed to provide city staff with better access and maneuverability through the site.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: No

BOARD/COMMISSION ACTIONS: Planning Commission recommended approval 01/02/2024

STAFF RECOMMENDATION: Staff recommends approval of the Grimes Public Works Site Plan subject to remaining staff comments.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Evann Martin, Assistant Planner, 515-986-4050, emartin@grimesiowa.gov

Prepared by: Evann Martin, Assistant Planner

Return to: Evann Martin, Assistant Planner

DATE

January 2, 2024

PROJECT NAME

Grimes Public Works

APPLICANT

City of Grimes

REQUESTED ACTION

Approval of a site plan amendment to make changes to the parking lot, fencing, main entrance, and add another driveway.

LOCATION

1700 SE Destination Drive

ZONING

M-1A

Zone 2 Highway 141

PLANNER

Evann Martin
emartin@grimesiowa.gov
515-986-4050



Location Map



Zoning Map

Relation to Comprehensive & Neighborhood Plans

LAND USES & ZONING

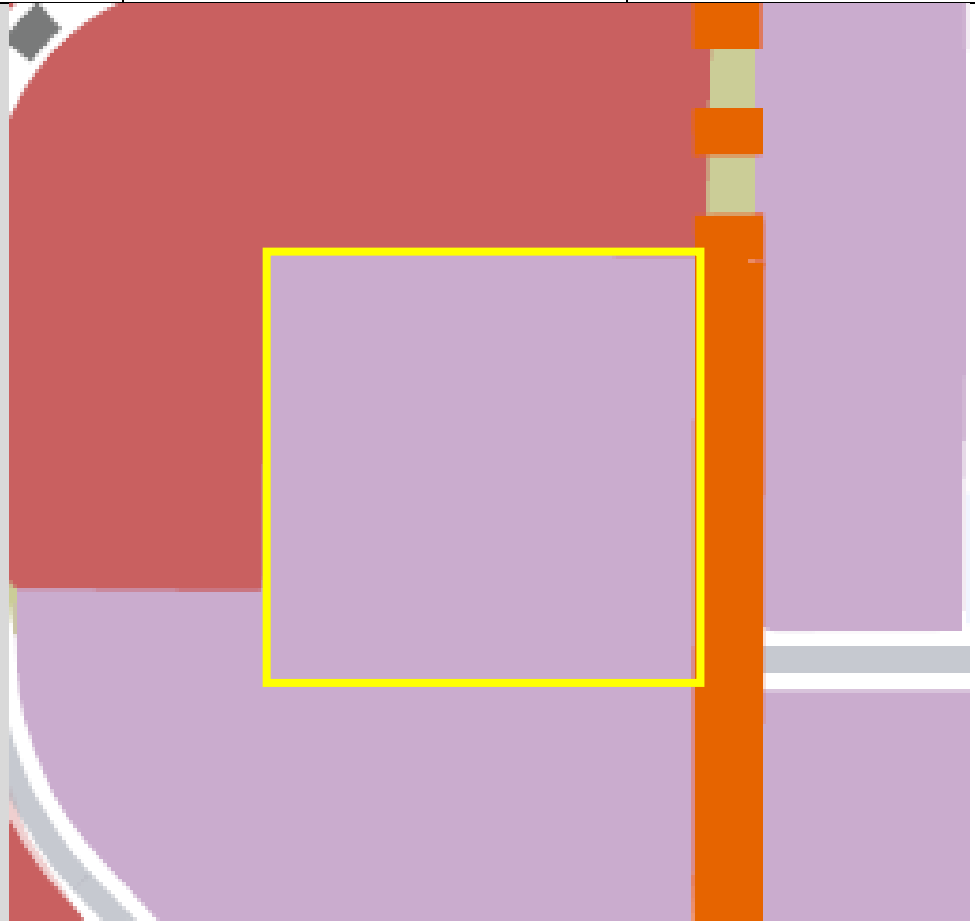
Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Grimes Public Works	Light Industrial	M-1A
North	Vacant	Mixed Use 2	M-1A
South	Industrial	Light Industrial	M-1A
East	Industrial	Light Industrial	M-1A
West	Vacant	Mixed Use 2	M-1A

PARKS

The site is commercial, therefore no parkland dedication is required.

LEGAL

A sidewalk agreement will be required for ensure future construction of the 5' sidewalk along SE Destination Drive. Because there are no existing sidewalks on this portion of Destination, it would not make sense to construct the sidewalk at this time.



Future Land Use Map

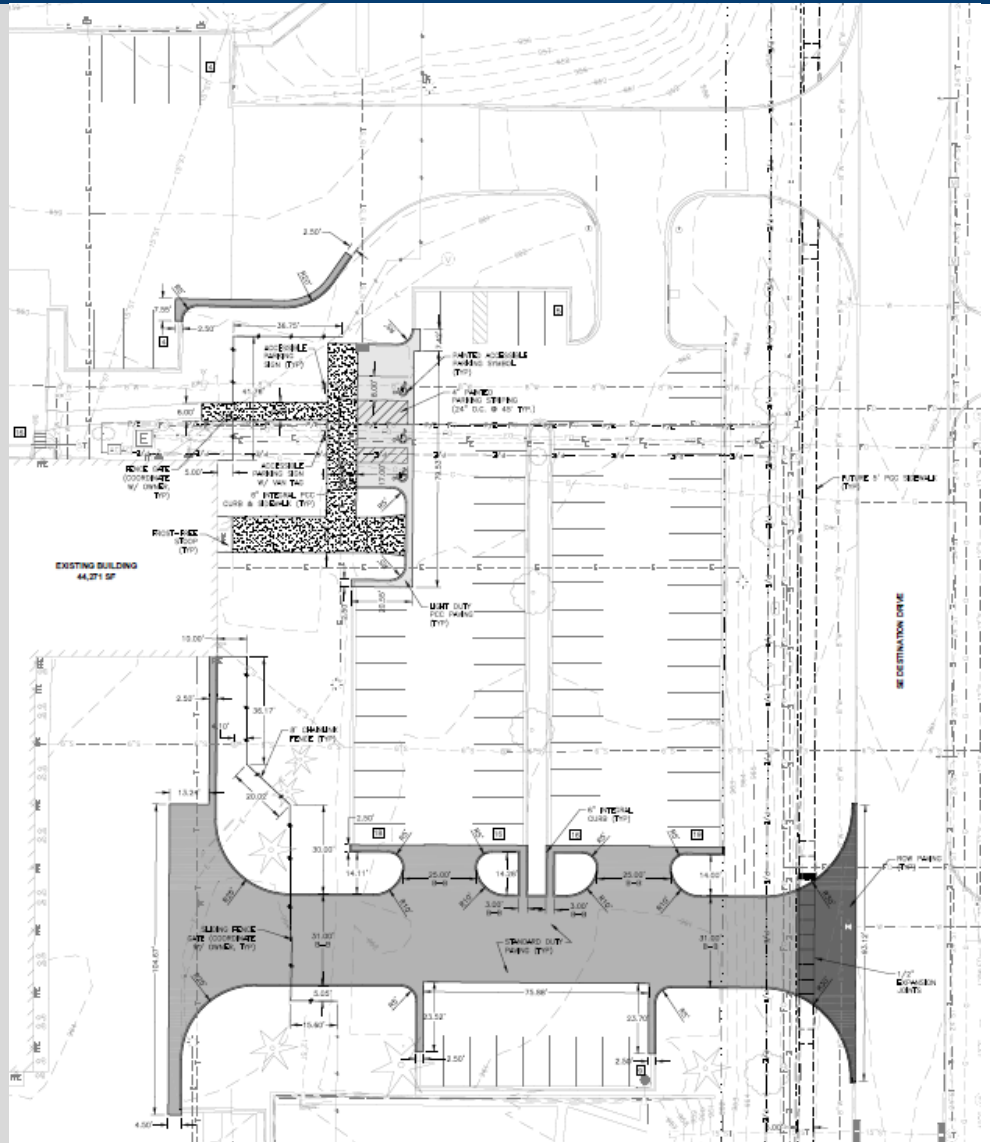
Site Layout

A new driveway will be constructed on the south side of the site to provide a second access.

The entrance to the building will be reconstructed to provide a sidewalk connection from the parking lot to the building. The existing fence will be reconfigured and turnstile removed to provide a more inviting entrance while separating the public from the maintenance facilities.

Additional landscaping will be provided along SE Destination Drive and around the perimeter of the site meet the Highway 141 landscaping requirements.

The parking was originally constructed for the previous FedEx facility. No additional parking is proposed. With the new improvements, the number of parking spaces will be reduced but will still meet the minimum requirements.



Parking Calculation Table

Required	Proposed
33 spaces	65 parking spaces
Office —3 spaces/1000 sf	
Warehouse —1 space/2000 sf	

Conclusion

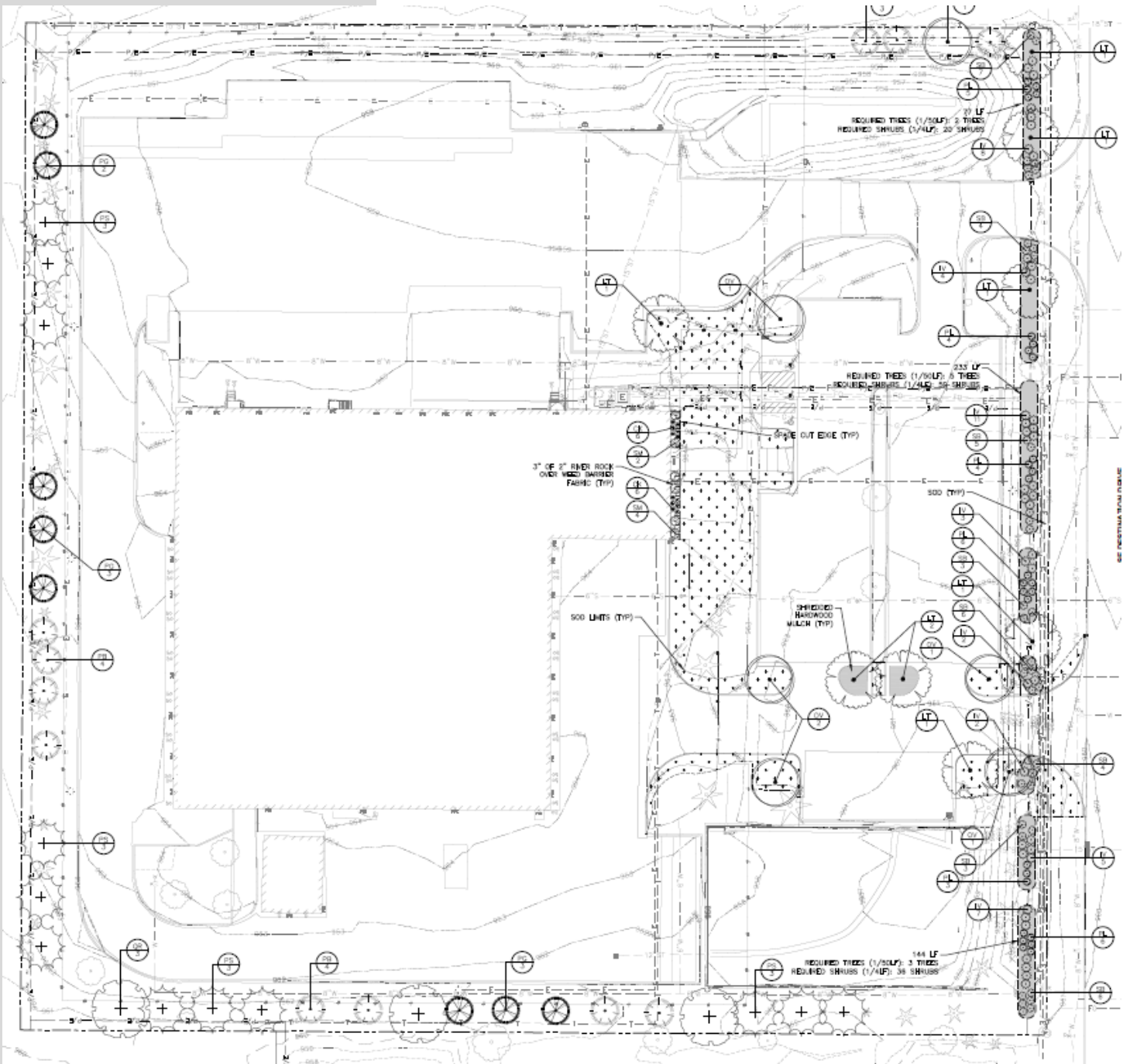
STAFF RECOMMENDATION

Staff recommends approval of the site plan amendment.

Conclusion

Public Works is making improvements to the entrance and parking lot to make the facility more inviting to the public and add another driveway for increased functionality for City staff.

A sidewalk agreement will be approved with the site plan to ensure the sidewalk along SE Destination Drive is constructed in the future at such a time the sidewalk network is established.



November 16, 2023

November 29, 2023

Civil Design Advantage

Attn: Nikki Neal

4121 NW Urbandale Drive

Urbandale, IA 50322

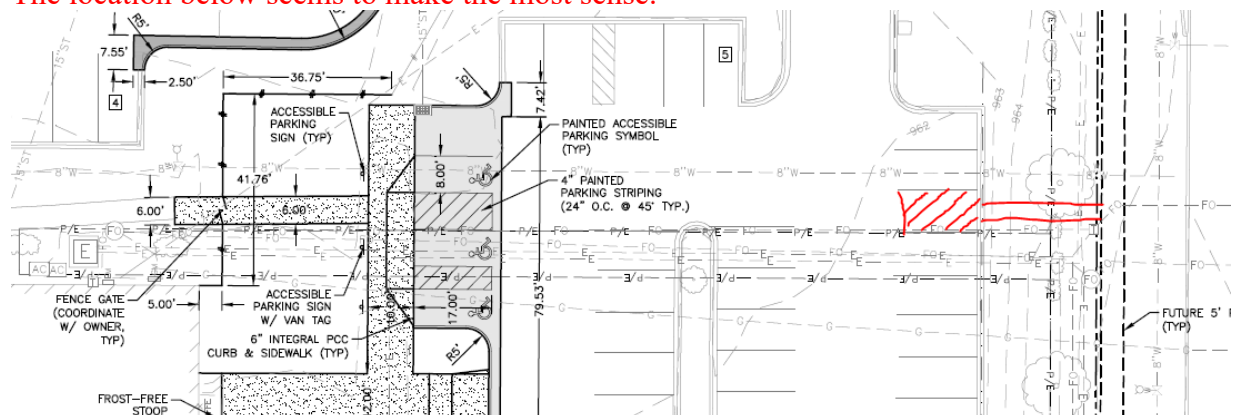
RE: Grimes Public Works Site Plan Amendment

Ms. Neal:

The Development Services Department is in receipt of a proposed Site Plan Amendment for the Grimes Public Works. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

1. ~~The sidewalk can be shown as future. Staff will draft a sidewalk agreement to ensure future construction in the event the City sells the property. Usually, we offer two different options for property owners (see below). However since the City is the current applicant, option B may make the most sense. Attached is the draft agreement for reference.~~
 - a. ~~Provide the City with the cost of the sidewalk for the City to construct with the SE Destination Dr improvements.~~
 - b. ~~Property owner can construct the sidewalk after the SE Destination Dr improvements are completed upon notice from the City.~~
2. Please show a future sidewalk connection from the public sidewalk to the building. The location below seems to make the most sense.



Cover Sheet:

1. ~~Provide estimated construction schedule.~~
2. ~~Update required open space to 15%.~~
3. ~~Update warehouse required parking to 20 spaces (39,964/2000).~~
4. ~~Update maximum parking open space calc based on the 23 extra space provided.~~

C1.1

1. ~~Callout removal of bollards by east entrance.~~
2. Remove callouts to adjust fixtures to grade and grinding curb on the north entrance since grading for sidewalk is removed.

C2.1

1. ~~Update City of Grimes Standard Notes. Notes are provided.~~

C2.2

1. ~~Please show ADA parking spaces and signage.~~
2. ~~Paving within the ROW needs to be 8" thick PCC.~~
3. ~~Delineate sidewalk path through the driveway with ½" expansion jointing.~~
4. ~~Provide masonry enclosures for the cardboard dumpsters per 12-5-11.2.B.3.a. To be provided with future phases.~~

C3.1

1. ~~Please make sure the sewer clean out has at least 2-3 ft of clearance from the fence.~~
2. ~~Please make sure the sewer clean out is inside the fence.~~
3. ~~Is the purpose of the 2" conduit located next to the fence to power the gates?~~

C4.1

1. Provide fence and gate detail.

L1.1:

- ~~1. Provide additional shrubs along SE Destination Dr to meet the 1 shrub per 4' requirement.~~
- ~~2. Provide additional trees to meet tree count requirements (2 trees per 1000 sf of required open space).~~
- ~~3. Provide shrub count across the site (2 shrubs per 1000 sf of required open space).~~

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE: November 20, 2023
(1 PDF of Site plan with Elevation Plan included)

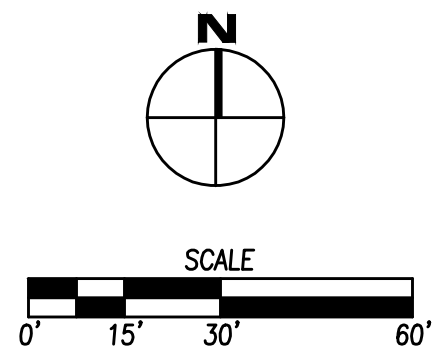
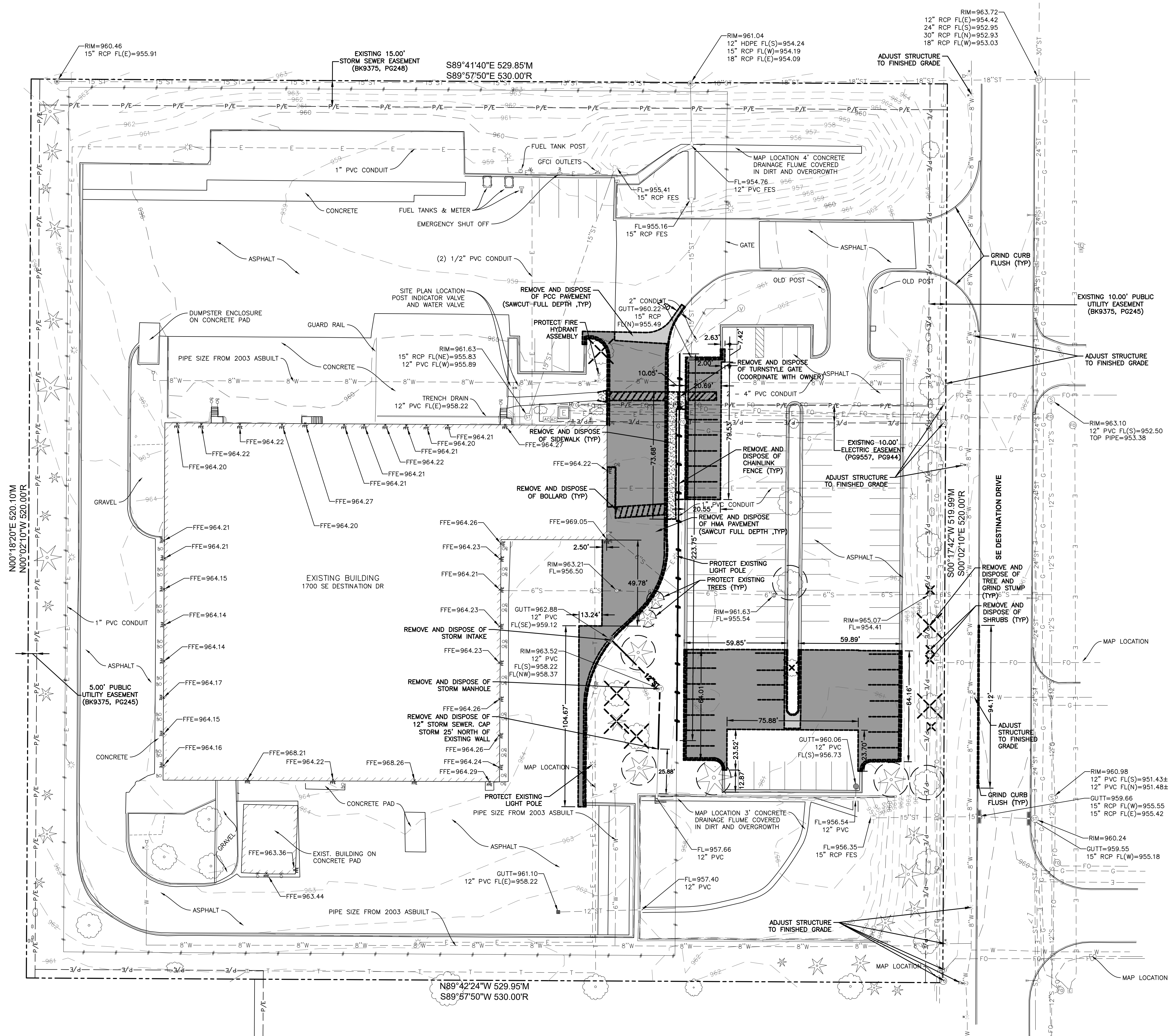
PLANNING & ZONING: January 2, 2024 at 5:30

COUNCIL MEETING: January 23, 2024 at 5:30

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Assistant Planner



DEMOLITION NOTES

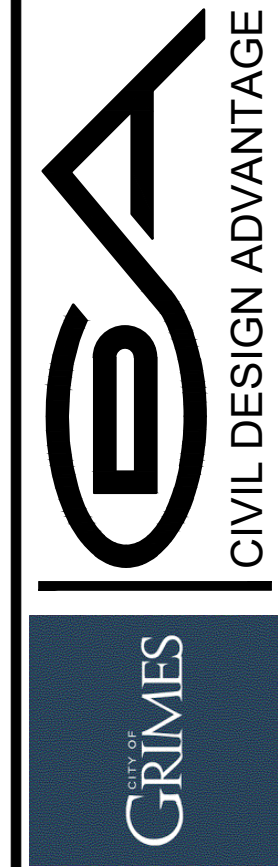
1. PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER OR ENGINEER AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DEMOLITION FAILURE TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES ARE PRESENT.
2. PRIOR TO DEMOLITION, CONTRACTOR SHALL NOTIFY IN WRITING (48 HRS NOTICE) THE FOLLOWING:
 - A. CITY
 - B. APPROPRIATE UTILITY COMPANIES
 - C. OWNER
 - D. CIVIL DESIGN ADVANTAGE
 - E. ARCHITECT
3. DO NOT DISTURB EXISTING UTILITIES UNLESS OTHERWISE NOTED. COORDINATE REMOVAL OR ABANDONMENT OF ALL UTILITIES WITH THE APPROPRIATE UTILITY SUPPLIER AND REGULATORY AGENCIES.
4. PRIOR TO EXISTING UTILITIES THAT ARE TO REMAIN, THE LOCATIONS OF ALL UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING RECORDS. THE EXACT LOCATION AND ELEVATION OF ALL UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLAN MAY BE PRESENT.
5. BACKFILL ALL EXCAVATIONS WITH COHESIVE MATERIAL COMPACTED TO 95% MAXIMUM STANDARD PROCTOR DRY DENSITY AND MOISTURE RANGE OF OPTIMUM MOISTURE TO 4% ABOVE OPTIMUM MOISTURE. BACKFILL TO BE BY A GEOTECHNICAL ENGINEER EMPLOYED BY THE OWNER. IN THE EVENT OF A TEST FAILURE, ANY RETESTING SHALL BE PAID FOR BY THE CONTRACTOR.
6. VERIFY EXISTING UTILITIES AND LOCATION OF EXISTING UTILITIES, CONDUIT, LINES, POLES, TREES, PAVING, BUILDING AND OTHER SITE FEATURES PRIOR TO DEMOLITION AND IMMEDIATELY INFORM THE ENGINEER AND/OR OWNER OF ANY DISCREPANCIES.
7. DEMOLITION NOTES AS SHOWN ON THE PLAN ARE NOT ALL INCLUSIVE. CONTRACTOR TO BE RESPONSIBLE IN FIELD TO LOCATE AND DISPOSE OF ALL EXISTING IMPROVEMENTS ABOVE AND BELOW GROUND TO COMPLY WITH THE GENERAL INTENT OF THIS DOCUMENT.
8. ALL CONSTRUCTION/DEMOLITION DEBRIS SHALL BE DISPOSED OF OFFSITE IN FULL COMPLIANCE WITH CURRENT ENVIRONMENTAL REGULATIONS.
9. CONSTRUCTION LIMITS SHALL BE CONFINED TO THE SITE BOUNDARY AS NOTED. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
10. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.

TRAFFIC CONTROL NOTES

1. ALL APPLICABLE CITY PERMITS, INCLUDING BUT NOT LIMITED TO CLOSURE PERMITS, SHALL BE OBTAINABLE PRIOR TO ANY CONSTRUCTION WITHIN CITY R.O.W. OR LANE CLOSURES.
2. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
3. PERMANENT SIGNING THAT CONVEYS A MESSAGE CONTRARY TO THE MESSAGE OF TEMPORARY SIGNING AND NOT APPLICABLE TO THE WORKING CONDITIONS SHALL BE REMOVED BY THE CONTRACTOR WHEN DIRECTED BY THE CITY.
4. THE CONTRACTOR SHALL COORDINATE HIS TRAFFIC CONTROL WITH OTHER CONSTRUCTION PROJECTS IN THE AREA.
5. SIDEWALK CLOSED SIGNS REQUIRED FOR ALL SIDEWALK CLOSURES.
6. THE CONTRACTOR SHALL NOT ATTEMPT TO OBSTRUCT OR REMOVE ANY EXISTING PAVEMENT, NOR TO DISTURB THE EXISTING TRAFFIC PATTERNS MORE THAN IS NECESSARY FOR THE PROPER EXECUTION OF THE WORK.
7. ALL TRAFFIC AND STRIPING SHALL BE DONE TO COMPLY WITH MUTCD. MAINTENANCE AND REPLACEMENT OF THE SIGNING AND STRIPING WILL BE THE RESPONSIBILITY OF THE APPLICANT.

[illegible]

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400 FAX: (515) 369-4410



LAN
GRIMES, IOWA

GRIMES PW - PHASE 1
TOPOGRAPHIC SURVEY / DEMOLITION

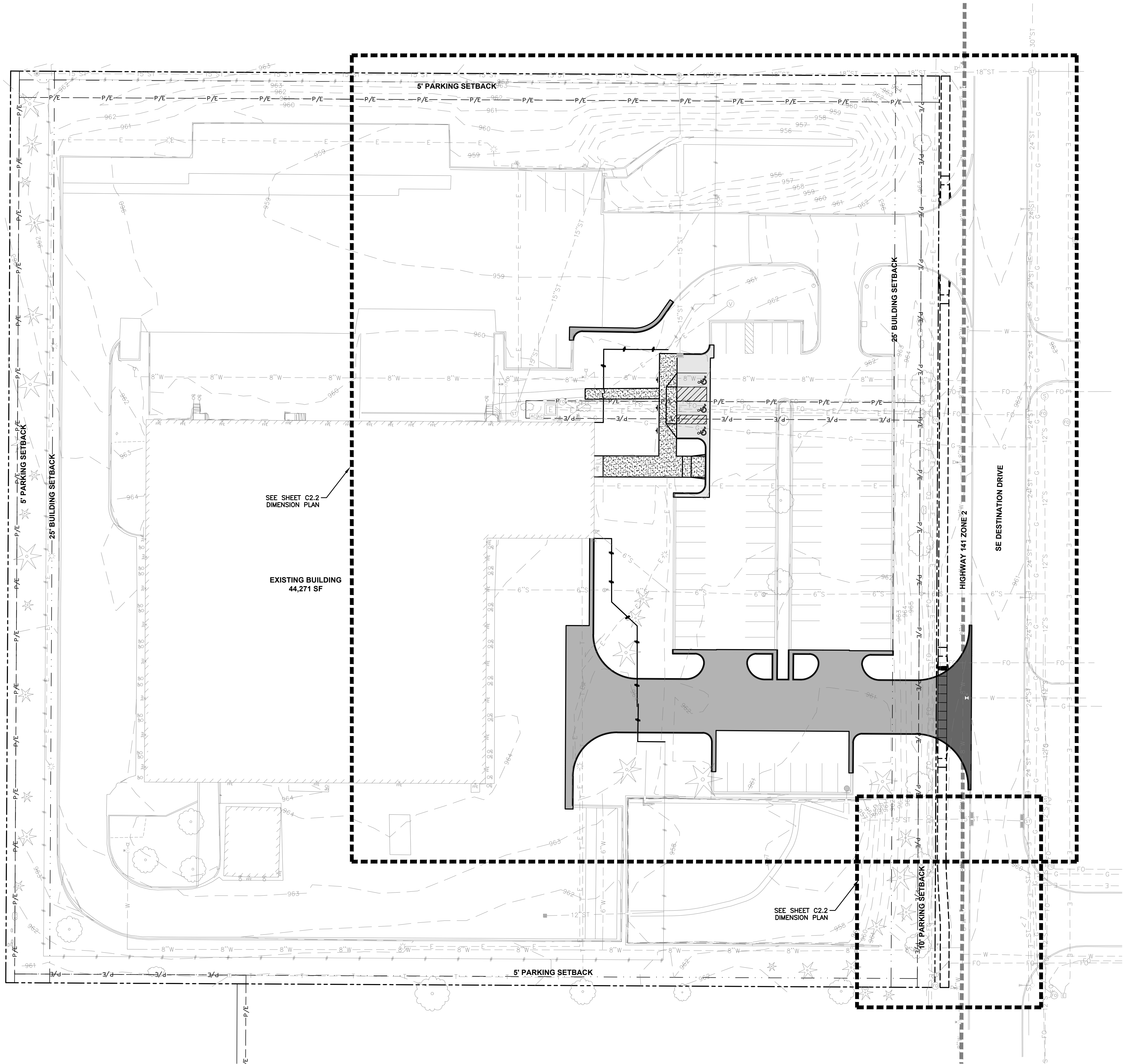
DATE:
11/20/2023

SHEET NUMBER:
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2304.234



FILE: \\NORTH\2024\2304\2304.DWG DATE: 11/20/2023 4:58 PM
PLOT DATE: 11/20/23 DATE PLOTTED: 11/20/2023 4:58 PM
PLOT BY: KAYLEE WENIGS TECH

COMMENT:
ENG.



GENERAL NOTES

1. THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL COMPLY WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
4. PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER, ENGINEER, AND/OR ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
5. ONE WEEK PRIOR TO CONSTRUCTION WITHIN CITY R.O.W. OR ANY CONNECTION TO PUBLIC SEWERS CONTRACTOR SHALL NOTIFY THE CITY'S CONSTRUCTION DIVISION.
6. ALL CONSTRUCTION WITHIN PUBLIC R.O.W./ EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE CITY'S STANDARDS.
7. ALL DIMENSIONS ARE TO BACK OF CURB, BUILDING FACE OR PROPERTY LINE UNLESS OTHERWISE NOTED.
8. CONTRACTOR TO VERIFY BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.
9. PLACE 3/4" INCH EXPANSION JOINT BETWEEN ALL P.C.C. PAVEMENT/SIDEWALKS AND BUILDING. PLACE 1/2" INCH EXPANSION JOINT BETWEEN SIDEWALKS AND P.C.C. PAVEMENT.
10. REMOVE ALL DEBRIS SPILLED INTO R.O.W. AT THE END OF EACH WORK DAY.
11. ALL PROPERTY PINS SHALL BE PROTECTED FROM GRADING OR OTHER OPERATIONS. ANY PINS DISTURBED SHALL BE RESET AT THE CONTRACTOR'S EXPENSE.
12. DO NOT STORE CONSTRUCTION MATERIALS AND EQUIPMENT IN THE RIGHT OF WAY.
13. THE CONTRACTOR SHALL NOT DISTURB DESIRABLE GRASS AREAS AND DESIRABLE TREES OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK OR SERVICE VEHICLES AND EQUIPMENT USE THESE AREAS FOR STORAGE OF MATERIALS, STORAGE, PARKING AND SERVICE AREAS WILL BE SUBJECT TO THE APPROVAL OF THE OWNER.
14. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY AREAS OF PAVEMENT OR SIDEWALK NOT TO BE REMOVED THAT IS DAMAGED DUE TO OPERATING EQUIPMENT ON THE PAVEMENT OR SIDEWALK.
15. THE CONTRACTOR MAY BE REQUIRED TO PLACE TEMPORARY WARNING DEVICES AND SAFETY FENCE AT CERTAIN LOCATIONS WHERE REPLACEMENT FEATURES ARE NOT INSTALLED THE SAME DAY, AS DIRECTED BY THE ENGINEER OR THE CITY.
16. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK BETWEEN SUPPLIERS AND SUBCONTRACTORS INVOLVED IN THE PROJECT, INCLUDING STAGING OF CONSTRUCTION DETAILS.
17. CONCRETE REMOVAL FOR DRIVEWAY APPROACHES SHALL BE REMOVED TO THE NEAREST TRANSVERSE JOINT. CONTRACTOR SHALL VERIFY REMOVAL LIMITS WITH CITY'S CONSTRUCTION INSPECTOR PRIOR TO ANY CONCRETE REMOVAL.
18. ALL PERMITS AND ADDITIONAL FEES REQUIRED TO COMPLETE THE WORK SHALL BE INCLUDED IN THE CONTRACTOR BID.

PAVEMENT THICKNESS

1. SIDEWALKS	6" P.C.C.
2. LIGHT DUTY PAVING	6" P.C.C.
3. STANDARD DUTY PAVING	7" P.C.C.
4. ROW PAVING	8" P.C.C.

CITY OF GRIMES STANDARD NOTES FOR SITE PLANS

GENERAL NOTES:

- A. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT VERSION OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) FOR PUBLIC IMPROVEMENTS ON THE DATE OF APPROVAL AND THE CITY OF GRIMES SUPPLEMENTAL SPECIFICATIONS.
- B. A PRECONSTRUCTION MEETING IS REQUIRED PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THIS MEETING. CONTACT THE CITY OF GRIMES BUILDING DIVISION (515.988.4050).
- C. ALL PERMITS (IDNR, NPDES, IDOT, ARMY CORP., ETC.) SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION.
- D. PROVIDE THE CITY OF GRIMES WITH RECORD DRAWINGS (AS-BUILTS) OF ALL IMPROVEMENTS AND EASEMENTS AS PER CITY COMMERCIAL AS-BUILT POLICY.
- E. THE RECORD DRAWINGS SHOULD INCLUDE A CERTIFIED GRADING SHEET AND AS-BUILT PLANS OF ALL STORMWATER MANAGEMENT FACILITIES ON SITE WITH A CERTIFICATION STATEMENT SIGNED BY THE DESIGN ENGINEER INDICATING THAT THE FACILITIES WERE CONSTRUCTED AS DESIGNED.
- F. RECORD DRAWINGS TO INCLUDE ONE ELECTRONIC FILE IN .DWG AND .PDF FILE EXTENSIONS.
- G. TYPICAL BUILDING SERVICE LAYOUT TO REFLECT THE CITY'S SERVICE ORDER FROM LEFT TO RIGHT FACING THE LOT: SANITARY, WATER, SUMP. MARK THE ENDS OF SERVICES WITH A STEEL FENCE POST AND PAINT GREEN FOR SANITARY, BLUE FOR WATER, AND WHITE FOR STORM. MARK THE ENDS OF SANITARY AND SUMP WITH A 2" X 4" FROM END OF PIPE TO 2' ABOVE GRADE.
- H. A KNOX BOX IS REQUIRED BY THE FIRE DEPARTMENT.
- I. ALL SITE LIGHTING SHALL NOT SPILL ONTO ADJACENT PROPERTIES OR RIGHTS-OF-WAY.
- J. PROVIDE A 4-YEAR MAINTENANCE BOND FOR ALL PUBLIC IMPROVEMENTS (UTILITY, PAVING, SUBGRADE) WITH AN ITEMIZED COST BREAKDOWN.

SANITARY SEWER NOTES:

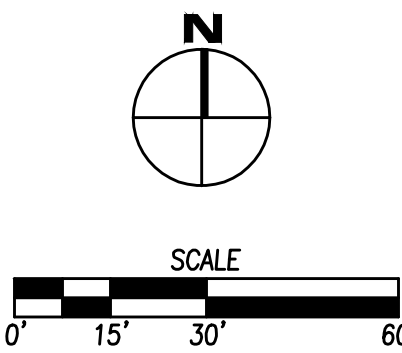
- A. THE CONTRACTOR IS REQUIRED TO PLACE A TEMPORARY PLUG IN THE EXISTING DOWNSTREAM SANITARY SEWER MANHOLE PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL REMOVE THE PLUG FOLLOWING APPROVAL OF CONSTRUCTION BY THE CITY OF GRIMES.
- B. SANITARY GRAVITY PIPE MATERIAL SHALL BE PVC SDR 26 OR TRUSS (8" TO 15").
- C. SANITARY GRAVITY SERVICE MATERIAL SHALL BE PVC SDR 23.5 (4" TO 6").
- D. ALL SANITARY SEWER MANHOLES SHALL HAVE STEPS.
- E. ALL SANITARY SEWER MANHOLES CASTINGS SHALL BE SEALED WITH HEAT SHRINK SLEEVES.
- F. ALL SANITARY SEWER MANHOLE CASTINGS LOCATED WITHIN PAVEMENT SHALL BE TYPE B/PCC W/ADJUSTING MECHANISM.
- G. SANITARY SEWER CLEANING & TELEVISION SHALL BE COMPLETED PRIOR TO PAVING. RUN SUFFICIENT DYED WATER THROUGH PIPE PRIOR TO TELEVISION. PROVIDE THE VIDEO AND INSPECTION REPORT TO THE CITY ENGINEERING DIVISION.

WATER MAIN NOTES:

- A. ALL FIRE HYDRANTS SHALL BE AMERICAN FLOW CONTROL-WATEROUS PACER WB-67-250, MUELLER SUPER CENTURION 250 (3-WAY A-423), OR CLOW MEDALLION F-2545. ALL HYDRANTS SHALL HAVE THE FOLLOWING: 6" MJ SHOE, 2-1/2" HOSE NOZZLE, 4-1/2" STEAMER NOZZLE, NST THREADS, PENTAGON OPERATING NUT, CHAIN ON CAP, OPEN LEFT, 5-1/2" BURY, AND FACTORY PAINTED RED. THE MINIMUM SPOOL PIPE LENGTH FROM AUXILIARY VALVE TO HYDRANT SHOE SHALL BE 2.0'.
- B. ALL HYDRANTS WILL IMMEDIATELY BE COVERED WITH A BLACK PLASTIC BAG (OR EQUIVALENT) ONCE THE HYDRANT IS INSTALLED. THE CITY OF GRIMES WILL NOTIFY THE CONTRACTOR WHEN THE BAGS CAN BE REMOVED.
- C. A TRACER WIRE RECEPTACLE SHALL BE INSTALLED AT EACH HYDRANT, AA MANUFACTURING TRACER WIRE RECEPTACLE MODEL TW-18-2.
- D. ALL VALVES SHALL BE RESILIENT WEDGE GATE VALVES.
- E. WATER SERVICE SHALL BE 1-INCH MINIMUM TYPE K COPPER.
- F. THE CITY OF GRIMES SHALL DO THE FILLING OF THE WATER MAIN.
- G. NEW WATER MAIN SHALL BE PRESSURE TESTED AND CHLORINATED BY THE CONTRACTOR. THE BACTERIA TEST AND SUBMITTAL OF TEST TO LAB SHALL BE DONE BY THE CONTRACTOR AND RESULTS PROVIDED TO THE CITY OF GRIMES ENGINEERING DIVISION. ALL TESTS AND SAMPLING TO BE WITNESSED BY THE CITY ENGINEERING DIVISION. IF THE TEST DOES NOT PASS, THE CONTRACTOR WILL BE REQUIRED TO PAY FOR ALL THE WATER USED TO REPEAT THE TEST.
- H. ALL WATERMAIN FITTINGS TO BE RESTRAINED JOINT, MEGA-LUG OR APPROVED EQUAL.
- I. ALL DEAD-END WATER MAINS TO HAVE TEMPORARY BLOWOFF HYDRANTS.

STORM SEWER NOTES:

- A. ALL STORM SEWER IN THE ROW SHALL BE RCP, UNLESS OTHERWISE APPROVED BY THE CITY.
- B. ALL FLARED END SECTIONS SHALL HAVE FOOTINGS AND APRON GRATES. THE LAST 3 PIPE SECTIONS AND THE FLARED END SECTION ON ALL STORM SEWERS SHALL BE TIED. ALL STORM SEWER JOINTS SHALL BE WRAPPED WITH ENGINEERING FABRIC UNLESS OTHERWISE DIRECTED.
- C. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY FIELD TILE DAMAGED DURING CONSTRUCTION. THE TILE SHOULD BE DIRECTED TO PUBLIC STORM SEWER IF POSSIBLE. THE CONTRACTOR SHALL RECORD THE ELEVATION AND LOCATION OF ALL TILES AND INCLUDE ON RECORD DRAWINGS.
- D. PUBLIC STORM SEWER CLEANING & TELEVISION SHALL BE COMPLETED PRIOR TO PAVING. RUN SUFFICIENT DYED WATER THROUGH PIPE PRIOR TO TELEVISION. PROVIDE THE VIDEO AND INSPECTION REPORT TO THE CITY ENGINEERING DIVISION.
- E. USE O RING GASKETS ON STORM SEWERS CROSSING OVER WATERMAIN PER IDNR REQUIREMENT.



DATE

REVISIONS

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400 FAX: (515) 369-4410

ENGINEER:
DRAFTED:

CIVIL DESIGN ADVANTAGE

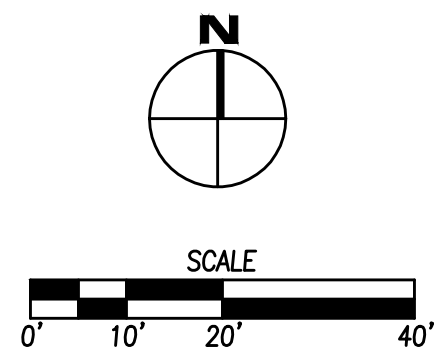
GRIMES, IOWA

1700 SE DESTINATION DRIVE

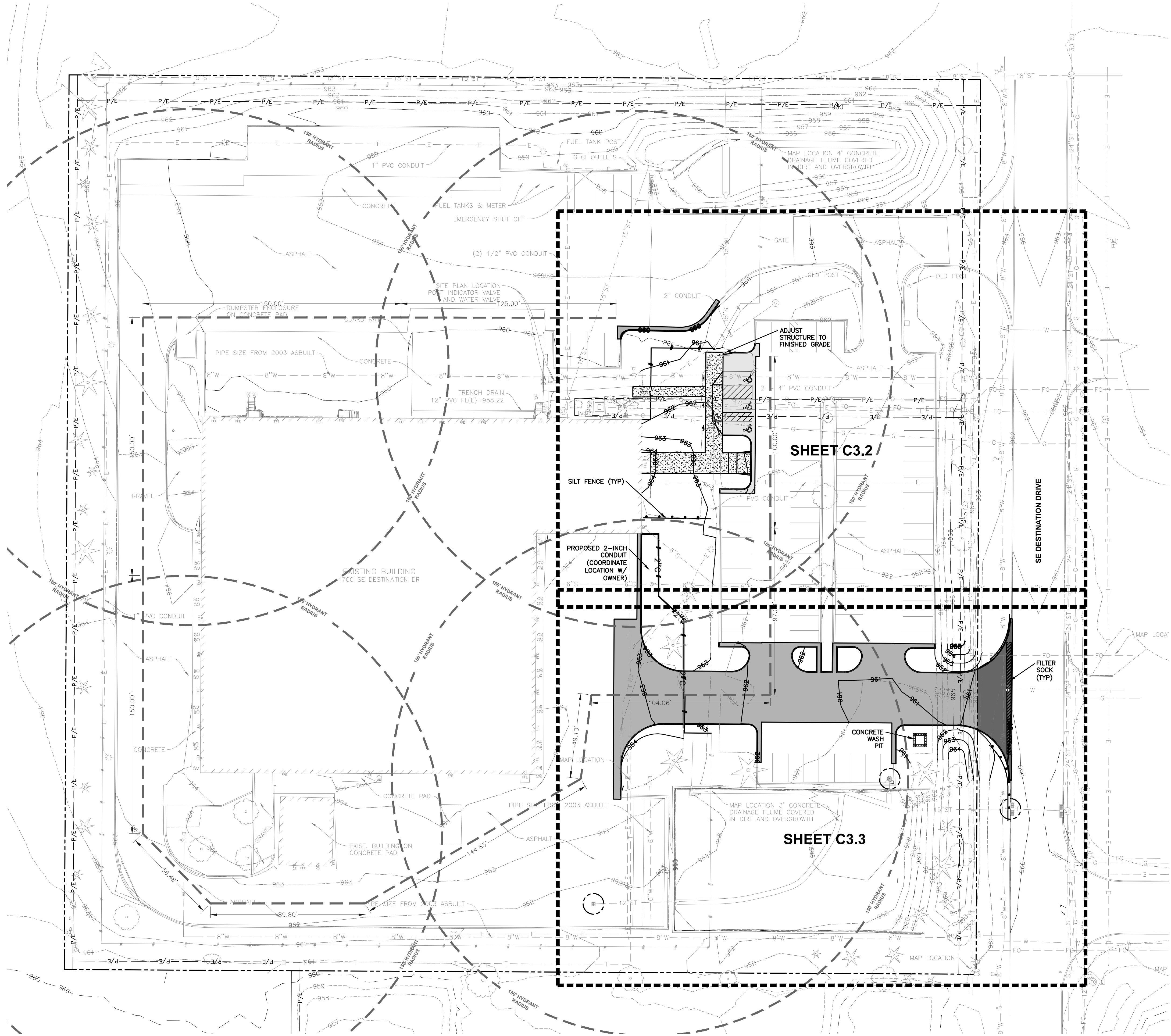
11/20/2023

SHEET NUMBER
C2.1
2304.234

GRIMES PW - PHASE 1
REFERENCE PLAN

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PLOTTED BY: KAYLEE WENIGS TECH

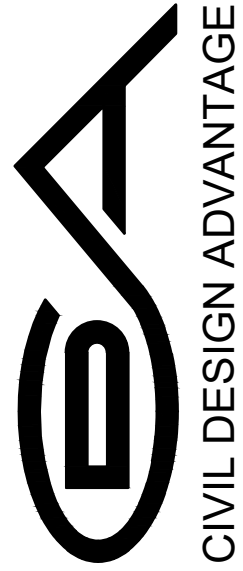


GRADING NOTES

1. PRIOR TO ANY GRADING, A COPY OF THE NPDES PERMIT SHALL BE PROVIDED TO THE CITY'S BUILDING DIVISION.
2. CONTRACTOR SHALL STRIP ALL DELETERIOUS MATERIAL. THE TOP 6" OF TOPSOIL IS TO BE STOCKPILED AND RESPREAD AFTER GRADING IS COMPLETE. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING A SUITABLE TOPSOIL STOCKPILE SITE.
3. EXCAVATION SHALL BE IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE.
4. MATCH EXISTING GRADES AT PROPERTY LINES AND/OR CONSTRUCTION LIMITS.
5. ALL SPOT ELEVATIONS ARE FORM GRADE (FG) OR TOP OF FINISHED SURFACES UNLESS OTHERWISE NOTED.
6. SITE SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS.
7. SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
8. THE CONTRACTOR SHALL CONFINE HIS GRADING OPERATIONS TO WITHIN THE CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
9. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE CONTROL TO THE CONSTRUCTION AREA AND HAUL ROADS TO PREVENT THE SPREAD OF DUST.
10. REFER TO SEPARATE STORM WATER POLLUTION PREVENTION PLAN FOR DETAILS ON EROSION CONTROL.
11. FINAL FINISH GRADING TO BE APPROVED BY THE ARCHITECT AND CIVIL ENGINEER. MATCH EXISTING GRADES AT THE INTERFACE OF NEW AND EXISTING GRADES OR PAVING.
12. SIDEWALKS: MAINTAIN 1% MINIMUM AND 5% MAXIMUM LONGITUDINAL SLOPES ON ALL PAVED WALKWAYS. ALL WALKS TO HAVE 2.0% MAXIMUM TRANSVERSE SLOPE IN THE DIRECTION OF NATURAL DRAINAGE. SAW CUT JOINTS AS SOON AS CONCRETE HAS SET. SAW CUTS TO BE 1/8" TO 1/4" WIDE; DEPTH: LONGITUDINAL 1/3, TRANSVERSE 1/4.
13. THE GRADING OF THE DETENTION FACILITY, INSTALLATION OF THE STORM SEWER SYSTEM (IF APPLICABLE), AND THE INSTALLATION OF THE ORIFICE PLATE (IF APPLICABLE) SHALL BE COMPLETED AND FUNCTIONAL PRIOR TO ANY INCREASE IN IMPERVIOUS SURFACES WITHIN THE SITE OR THE PREVIOUSLY MENTIONED ITEMS SHALL BE GRADED/ INSTALLED AS SOON AS PRACTICAL.

DATE: 11/20/2023
SHEET NUMBER: C3.1
2304.234

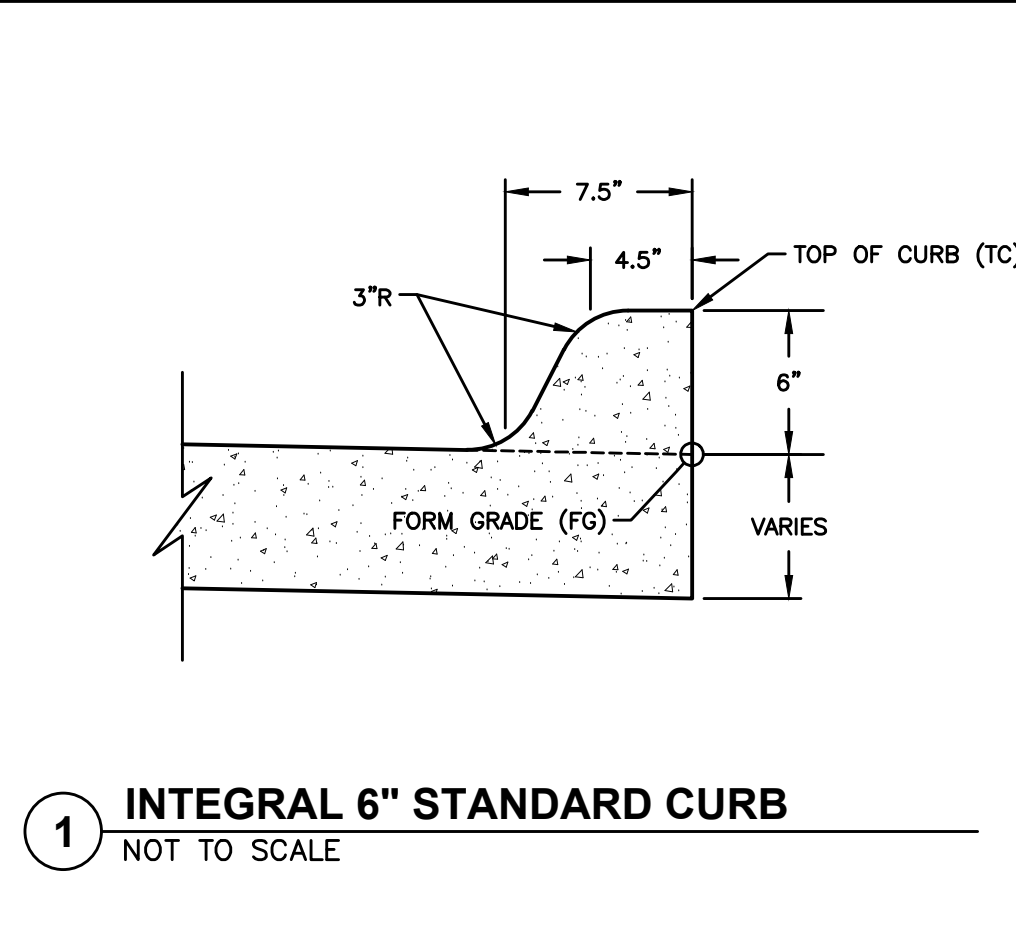
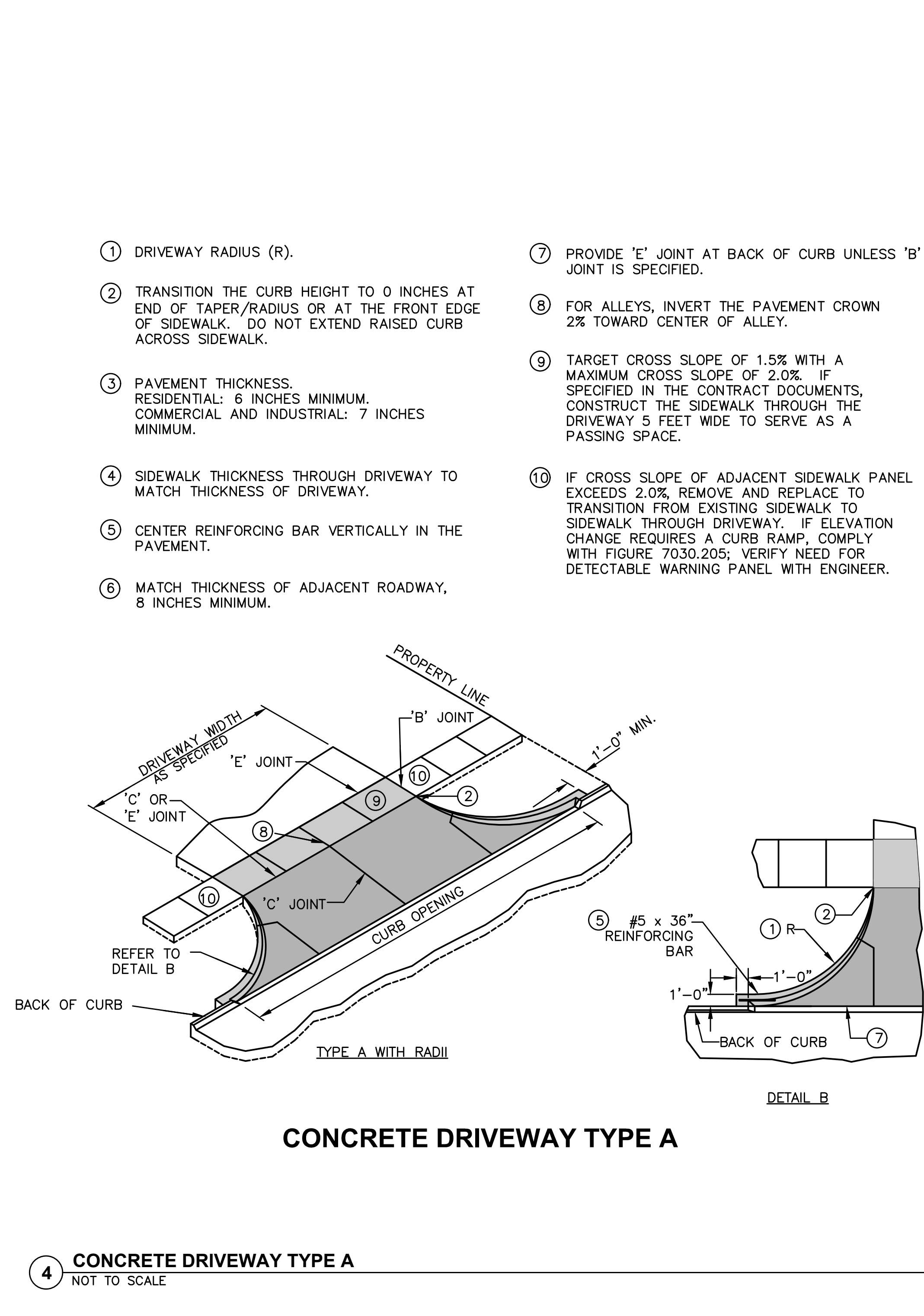
GRIMES PW - PHASE 1
GRADING / UTILITY/ EROSION PLAN

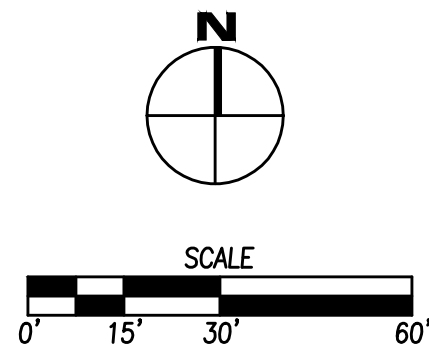


4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400 FAX: (515) 369-4410
ENGINEER: DRAFTED:

REVISIONS	DATE







1. LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
2. THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
3. TYPE, SIZE, AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK AND 260.1.
4. ALL PLANT MATERIAL SHALL BE HEALTHY SPECIMENS WITHOUT DEFORMITIES, VOIDS AND OPEN SPACES, WITH WELL DEVELOPED BRANCH AND ROOT SYSTEMS; TRUE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES OR VARIETY.
5. SOD ALL DISTURBED AREAS AS DIRECTED BY OWNER.
6. BACKFILL TO TOP OF CURB. (MINUS 1 1/2" FOR SOD, IF REQ.)
7. WEED PREVENTER (PRE-EMERGENT) SHALL BE SPREAD OVER SOIL AFTER PLANTING AND BEFORE MULCHING IN ALL PLANTING BEDS PER MANUFACTURER'S RECOMMENDATIONS.
8. SHRUBS AND HARDWOOD MULCH SHALL BE PLACED AROUND ALL TREES, SHRUBS AND IN ALL PLANTING BEDS TO A (MIN) DEPTH OF 3".
9. ALL EDGING SHALL BE SPADE CUT EDGE.
10. ALL PLANTING AREAS SHOWN FOR INFORMATION ONLY, THE DRAWING SHALL PREVAIL IF ANY CONFLICTS ARISE.
11. ALL DEBRIS SPILLED IN THE PUBLIC R.O.W. SHALL BE PICKED UP BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
12. CONTRACTOR SHALL WARRANTY ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.

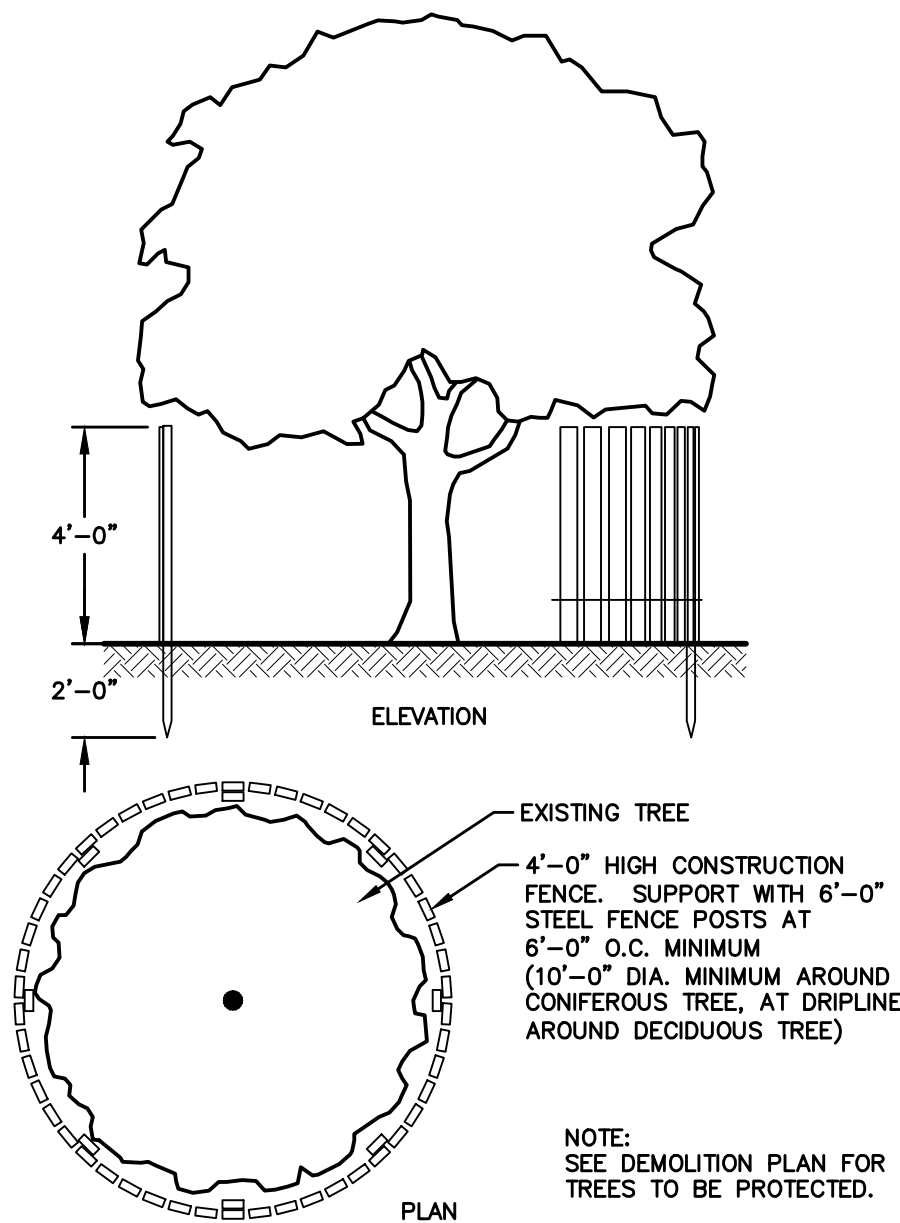
SITE AREA	PHASE 1	TOTAL
	24,944 SF (0.57 AC)	275,570 SF (6.33 ACRES)
OPEN SPACE	TOTAL	
REQUIRED:	41,336 SF (15%)	
REQUIRED FOR EXCESS PARKING:	<u>3,726 SF (23 SPACES @ 9X18)</u>	
	45,062 SF	
PROVIDED:	113,314 SF (41%)	
<u>OPEN SPACE PLANTINGS</u>		
TWO (2) TREES OR TWO (2) TREES PER ONE THOUSAND (1,000) SQUARE FEET OF REQUIRED OPEN SPACE. FIFTY PERCENT (50%) TWO (2) INCH CALIPER AND THE REMAINING EIGHT (8) FEET TO TEN (10) FEET IN HEIGHT AND ONE AND ONE-HALF (1 1/2) INCH CALIPER.		
ONE (1) SHRUB SHALL BE PLANTED FOR EVERY FIVE HUNDRED (500) SQUARE FEET OF OPEN SPACE, BUT NO LESS THAN THREE (3) SHRUBS PER LOT.		
REQUIRED		
TREES (2 x (45,062 / 1,000) SF)	90 TREES	
SHRUBS (1 x (45,062 / 500) SF)	90 SHRUBS	
EXISTING		
TREES	42 TREES	
SHRUBS	15 SHRUBS	
PROPOSED		
TREES	48 TREES	
SHRUBS	126 SHRUBS	

PLANT SCHEDULE				
CODE	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
OVERSTORY TREES				
LT	8	Yulp Poplar	Liriodendron tulipifera	1.5" CALIPER 8' (MIN. HEIGHT)
OV	6	American Hophornbeam	Ostrya virginiana	1.5" CALIPER 8' (MIN. HEIGHT)
QR	3	Red Oak	Quercus rubra	1.5" CALIPER 8' (MIN. HEIGHT)
CONFERRERUS TREES				
PB	11	Black Hills Spruce	Picea glauca densata	B&B, 2" CALIPER, 6' (MIN HEIGHT)
PG	8	Colorado Blue Spruce	Picea pungens 'Glauca'	B&B, 2" CALIPER
PS	12	White Pine	Pinus strobus	B&B, 2" CALIPER
SHRUBS				
IV	42	Henry's Garnet Sweetspire	Ittea virginica 'Henry's Garnet'	CONT, 3 GAL
PL	28	Little Devil TM Dwarf Ninebark	Physocarpus opulifolius 'Little Devil'	CONT, 3 GAL
SB	38	Gold Mound Spirea	Spirea x bumalda 'Goldmound'	CONT, 3 GAL
SM	6	Dwarf Korean Lilac	Syringa meyeri 'Palibin'	CONT, 3 GAL
GRASSES				
CK	12	Karl Foerster Feather Reed Grass	Calamagrostis x acutiflora 'Karl Foerster'	CONT, 3 GAL

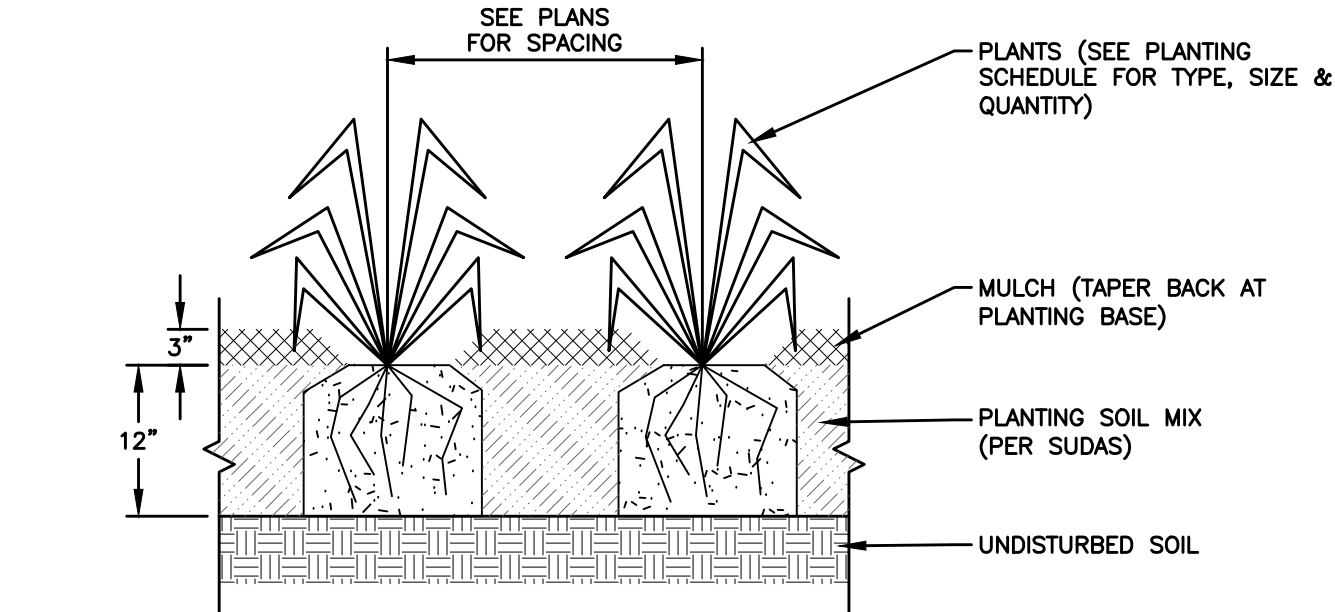
FILE: H:\203\2304234\DWG\2304234-SITE PLAN PHASE 1.DWG
FILE DATE: 11/20/23 DATE PLOTTED: 11/20/2023 4:58 PM
PLOTTED BY: KATLEE WSKUS TECH:
COMMENT:
ENG:

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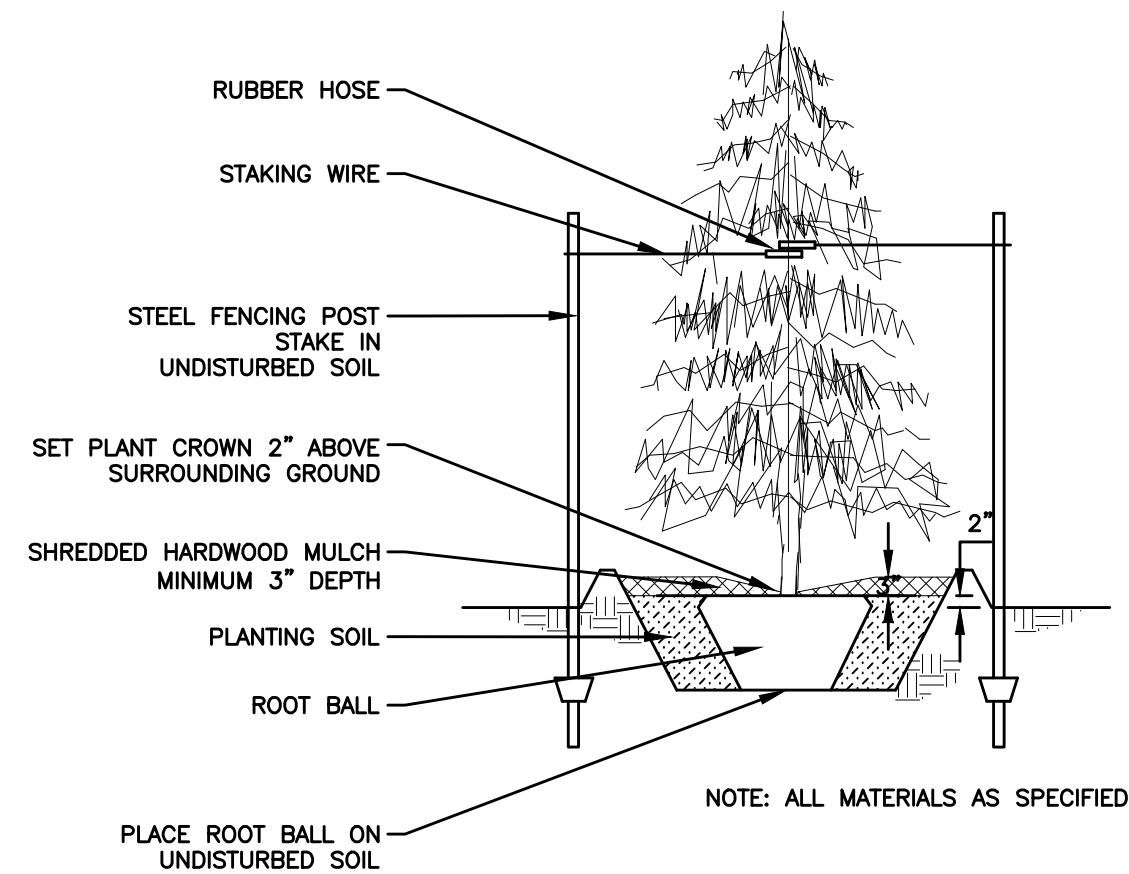
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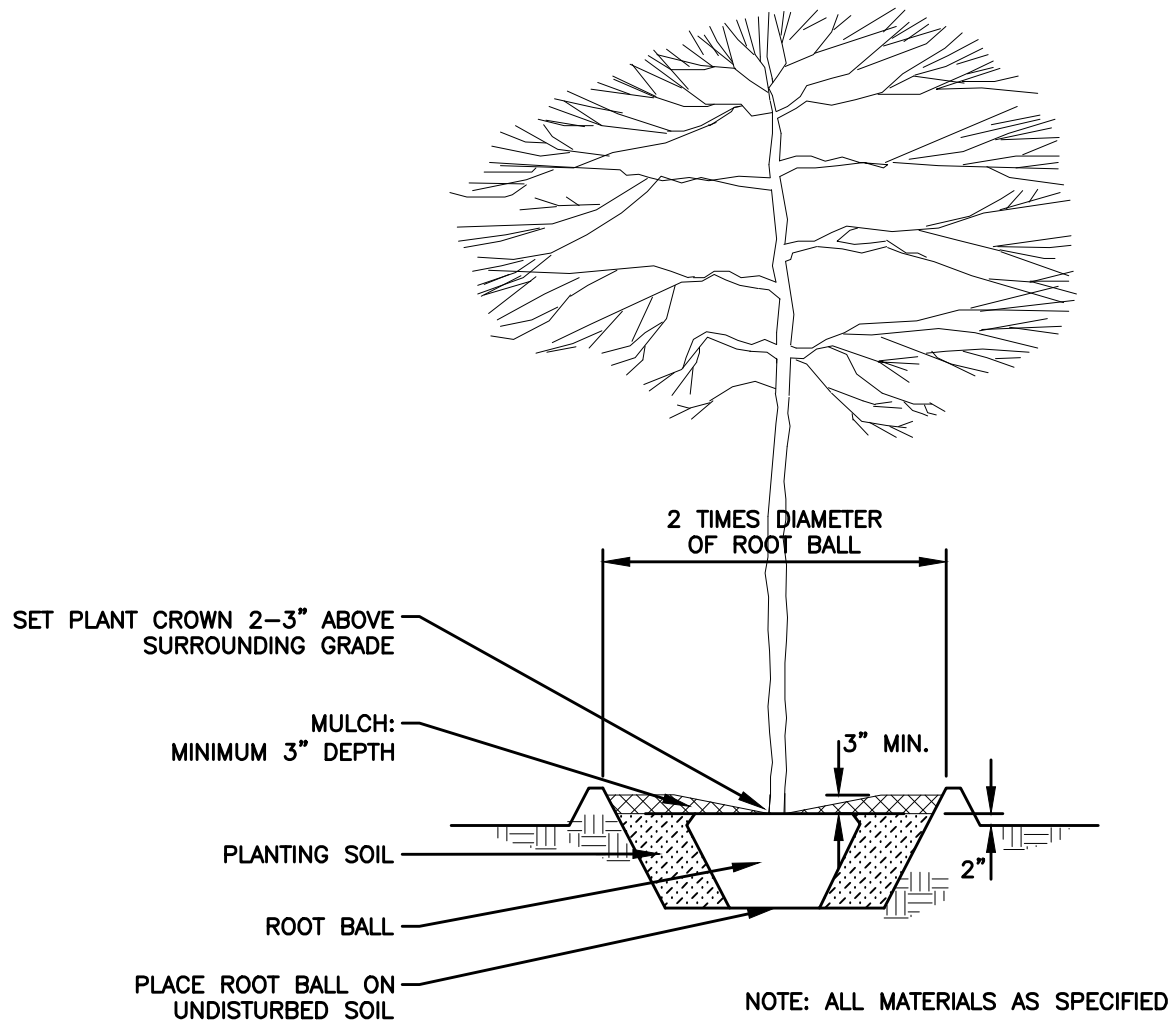
4 TREE PROTECTION
NOT TO SCALE



1 SHRUB PLANTING
NOT TO SCALE



2 CONIFEROUS TREE PLANTING
NOT TO SCALE



3 DECIDUOUS TREE PLANTING
NOT TO SCALE

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Conditionally Authorizing Multiple Items for Central Iowa Water Works

BACKGROUND: For several years, municipalities in the Des Moines metro area have considered a Regional Water Authority for treatment and production of source water. After several years of meetings and studies, a proposed framework has been developed which includes all interested Des Moines Metro Communities. The attached resolution is to indicate the City of Grimes' participation in CIWW as a founding member in the final 28E-28F.

Staff has engaged PFM, McClure Engineering and Whitfield and Eddy for their professional guidance in each of their respective fields. Each of these partners have suggested membership to CIWW is a positive approach for the City of Grimes.

Whitfield and Eddy has provided a favorable legal opinion on membership to CIWW. This opinion will be forwarded to Council Separately.

PFM and the City partnered to evaluate the financial considerations, with respect to the City of Grimes, of the CIWW 28E/F agreement in August of 2022. A Memorandum of PFM findings is attached for reference. The highlight a few of the findings: Grimes will be reimbursed by the region 102% of all production costs, Grimes is able to purchase and additional 1.96 MGD at a cost of \$2,386,000 per MGD, water rates are able to remain at the 2.5% that was previously approved by Council.

Grimes also partnered with McClure Engineering in 2020 to evaluate the City's water infrastructure. This evaluation included future water demands and a proposed projects to meet future demands. Grimes most recently partnered with McClure Engineering to evaluate Grimes' membership to CIWW as a founding member. A memorandum is attached that more thoroughly discusses McClure's findings. However, at a very high level the City of Grimes through thoughtful planning is positioned very well for the next 15 years to meet the growth demands of the community. McClure agrees that Grimes should be a founding member of CIWW as a water producer and leverage the region to aid in the funding of water production expansion for the City of Grimes as well as the region.

BUDGETARY CONSIDERATIONS: \$4,676,194.00 Paid from Water Utility and/or SRF Funding

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION: Approval

RESPONSIBLE STAFF/CONTACT INFORMATION:

Kevin Hensley, Public Works Director, 515-986-9636, khensley@grimesiowa.gov

Prepared by: KH

Return to: KH

RESOLUTION CONDITIONALLY AUTHORIZING THE INCLUSION OF THE CITY OF GRIMES, IOWA AS A FOUNDING AGENCY OF CENTRAL IOWA WATER WORKS; CONDITIONALLY APPROVING THE CENTRAL IOWA WATER WORKS 28E/28F AGREEMENT; FIXING DATE FOR PUBLIC HEARING ON TRANSFER OF INTEREST IN REAL PROPERTY; AND CONDITIONALLY AUTHORIZING THE EXECUTION OF THE CENTRAL IOWA WATER WORKS OPERATING CONTRACT BY GRIMES.

Grimes Resolution No. 01-4624

WHEREAS, the City of Grimes ("GRIMES") has a duty to provide the quantity and quality of water needed by its customers within and without the City of Grimes;

WHEREAS, historically the Des Moines metropolitan regional area (the "Region") has successfully joined together to provide water services to citizens and customers through shared facilities under various agreements;

WHEREAS, the concept of regional governance and ownership of water supply facilities has been studied for many years among the water utilities serving communities in the Region to analyze and recommend a way to provide the needed quality and quantity of water to citizens and customers in the Region both now and in the future;

WHEREAS, GRIMES considers it desirable to establish a shared regional system of drinking water supply production facilities under regional ownership and governance to meet all of its existing and future needs for safe, reliable, abundant, and reasonably priced drinking water to be distributed to its customers;

WHEREAS, certain water utilities, rural water districts and governmental entities have developed a defined framework for the organization of a new regional water authority as a separate public entity created under Chapter 28E and Chapter 28F, Iowa Code, to be known as the "Central Iowa Water Works" ("CIWW") to act as a regional water wholesale production and supply entity under the material terms and conditions as set forth in the form of the Central Iowa Water Works 28E/28F Agreement, dated November 22, 2023 which is available for review at <https://bit.ly/CIWWExecution28E28F> and a copy of which is on file at the offices of GRIMES located at 101 NE Harvey Street, Grimes, Iowa 50226 (the "CIWW Agreement");

WHEREAS, the City Council of GRIMES believes it is in the best interest of its customers and in fulfillment of its fiduciary duty to its customers for the provision of long-term comprehensive water needs, to participate as a Founding Agency of CIWW, as defined in the CIWW Agreement, subject to formal approval by all other anticipated Founding Agencies named therein;

WHEREAS, the conditions of membership of GRIMES in CIWW, include the transfer of certain water production and supply assets to CIWW in accordance with, and pursuant to, the terms of the CIWW Agreement (a list of the proposed assets to be transferred to CIWW is attached hereto as Exhibit A) (the "GRIMES Water Supply Facilities");

WHEREAS, the assets listed in Exhibit A include certain interests in real property, and before GRIMES can transfer an interest in real property, Iowa Code Section 364.7 requires a public

hearing;

WHEREAS, GRIMES anticipates issuing revenue obligations to be secured by the Net Revenues of its Water System in connection with certain assets to be transferred to CIWW;

WHEREAS, the transfer the GRIMES Water Supply Facilities as provided by the CIWW Agreement is conditioned upon the entry into operating contracts between CIWW and GRIMES for operation of the facilities; and

WHEREAS, a form of Operating Contract between GRIMES and CIWW has been established to be adopted by CIWW and GRIMES after the formation of CIWW and before any asset transfer is to occur which is available for review at <https://bit.ly/CIWWExecution28E28F> and a copy of which is on file at the offices of GRIMES located at 101 NE Harvey Street Grimes, Iowa 50111 (the "CIWW-GRIMES Operating Contract").

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, Section 1. That GRIMES and the customers served by GRIMES would benefit from GRIMES membership as a Founding Agency in CIWW, in accordance with the CIWW Agreement, and it is advisable to enter into the CIWW Agreement. Entering into said Agreement provides benefit to GRIMES and its customers, including collaborative planning and management of water resources, equitable sharing of system costs and risks, and system resiliency.

Section 2. That the joinder by GRIMES as a Founding Agency of CIWW, and the CIWW Agreement in the form presented to the City Council and the CIWW-GRIMES Operating Contract in the form presented to the City Council are hereby approved, conditioned upon:

1. The formal approval by all other named parties in the CIWW Agreement; and
2. A public hearing upon the proposed transfer of the GRIMES Water Supply Facilities described in Exhibit A, and the final determination of said transfer thereafter by the City Council.

Section 3. The City Council of GRIMES finds that the transfer of assets to CIWW as contemplated in the CIWW Agreement:

1. Secures the long-term ability of GRIMES to provide cost-effective water services to its customers, and
2. Will not impact the revenues of the GRIMES water utility, or the ability of the water utility to generate sufficient revenues to meet all of its obligations for operations, maintenance, principal, interest, reserves and coverages; and
3. Grimes has outstanding obligations payable from the Net Revenue of the water utility; and
4. The resolution authorizing the issuance of said outstanding obligations contains a covenant limiting the transfer of assets, however, said covenant does not prevent the disposal of property which in the judgment of the City Council of Grimes has become

inexpedient or unprofitable to use in connection with the System, or if it is to the advantage of the System that other property of equal or higher value be substituted therefor; and

5. Under the terms of the CIWW Agreement, transfer of assets by GRIMES to CIWW under common ownership and operation on a cooperative basis for the mutual benefit of all Founding Agencies secures added water capacity and expedient redundancy for GRIMES as a water utility well into the future, which is more advantageous and of equal or higher value to the GRIMES's water utility than retaining said assets under its own ownership; and
6. For the above reasons, it would be inexpedient for Grimes to retain and continue using the assets to be transferred to CIWW rather than making said transfer to CIWW; and
7. The transfer of assets to CIWW does not conflict with any of the requirements, terms, covenants, conditions, or provision of any resolution authorizing the issuance of any outstanding water revenue bonds, notes, pledge orders or other obligations payable from the Net Revenues of the water utility; and
8. Such transfer shall be completed on condition of the adoption by CIWW of the CIWW-GRIMES Operating Contract in the form presented to the City Council prior to the transfer of such assets.

Section 4. That the City Council shall, as a part of its regular meeting at 410 SE Main Street, Grimes, Iowa 50111 at 5:30 P.M. on the 13th day of February, 2024 conduct a public hearing on the proposed disposal of interest in real property included as a part of certain water production assets, to be transferred to CIWW in accordance with the terms and provisions of the CIWW Agreement and the CIWW-GRIMES Operating Contract. The City Clerk is directed to cause at least one publication to be made of a notice of this meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in Grimes, Iowa. The publication to be not less than four (4) nor more than twenty (20) days prior to the date of the hearing on the proposed disposal. The Notice will be in substantially the form attached hereto as Exhibit B.

Section 5. To evidence the City Council's conditional approval of the CIWW Agreement and the CIWW-GRIMES Operating Contract, the City Clerk is hereby directed to prepare and execute a certified copy of this Resolution with true copies of the CIWW Agreement and the CIWW-GRIMES Operating Contract attached, and to file such certificate in the permanent records of the City Council.

Section 6. Upon confirmation of the approval of the CIWW Agreement by all named parties therein, and completion of the public hearing and final determination on the proposed disposal of real property to CIWW, the Mayor and the City Clerk of GRIMES are hereby directed to execute the CIWW Agreement and the CIWW-GRIMES Operating Contract on behalf of GRIMES in the form presented, subject to any revisions needed to correct scrivener errors or to correct other manifest mistake as determined by staff and legal counsel, and to complete any other actions necessary to effectuate the purposes of creating CIWW.

Participation as a Founding Agency shall be contingent upon the execution, delivery, and filing of the CIWW Agreement with the Iowa Secretary of State after its execution by all other Founding Agencies named therein.

Section 7. Pursuant to Iowa Code section 28F.3, GRIMES hereby acknowledges,

consents to, and confirms the planned issuance of not to exceed \$900,000,000 of water revenue debt by CIWW in one or more series over multiple years, in accordance with the CIWW Agreement.

PASSED and APPROVED on January 23, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

EXHIBIT A: Summary of Assets to Be Transferred

SOS	Grimes Jordan Aquifer Wells
SOS	Grimes Alluvial Aquifer Wells
TMT	Grimes Water Treatment Plant

*MTR = Meters; BPS = Booster/Pumping Station; SOS = Sources of Supply; STO = Storage; TMT = Treatment Facilities; TRN= Transmission Network

Further detail is provided in the Notes to Schedule IV-7 to the CIWW Agreement, which is available for review at <https://bit.ly/CIWWExecution28E28F> and a copy of which is on file at the offices of GRIMES located at 101 NE Harvey Street Grimes, Iowa 50111

EXHIBIT B: Form of Notice of Hearing (Asset Transfer per 364.7)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA ON
THE MATTER OF THE PROPOSITION FOR THE DISPOSAL OF INTEREST IN REAL
PROPERTY BY TRANSFERRING PROPERTY TO CENTRAL IOWA WATER WORKS

PUBLIC NOTICE is hereby given that as a part of its regular meeting at 410 SE Main Street, Grimes, Iowa 50111 at 5:30 P.M. on the 13th day of February, 2024, the City Council of the City of Grimes, Iowa ("GRIMES") will conduct a public hearing on the proposed disposal of interests in real property owned by GRIMES by transfer of certain facilities, which include interests in real property, to a new entity to be created under the provisions of Chapter 28E and 28F, Iowa Code, and to be known as Central Iowa Water Works ("CIWW") in accordance with and pursuant to the terms of the proposed CIWW 28E/28F Agreement, which is available for review at

<https://bit.ly/CIWWExecution28E28F>

and a copy of which is on file at the offices of GRIMES located at 101 NE Harvey Street, Grimes, Iowa (the "CIWW Agreement").

The facilities to be transferred to CIWW are set forth in detail in Schedule IV-7 of the CIWW Agreement and include the following:

SOS	Grimes Jordan Aquifer Wells
SOS	Grimes Alluvial Aquifer Wells
TMT	Grimes Water Treatment Plant

*MTR = Meters; BPS = Booster/Pumping Station; SOS = Sources of Supply; STO = Storage; TMT = Treatment Facilities; TRN= Transmission Network

The transfer shall occur in accordance with the terms established in the CIWW Agreement.

At the above meeting, the City Council shall receive oral or written objections from any member of the public. After all objections have been received and considered, the City Council will at this meeting, or an adjournment thereof, take action on the final determination of the disposal of interests in real property to CIWW.

This notice is given by order of the City Council as provided by Iowa Code 364.7, as amended.

Dated this ___ day of _____, 2024.

CITY OF GRIMES, IOWA

/s/ _____, City Clerk

**CENTRAL IOWA WATER WORKS
28E/28F AGREEMENT**

Execution Version Dated November 28, 2023

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CENTRAL IOWA WATER WORKS 28E/28F AGREEMENT

WHEREAS, the Board of Water Works Trustees of the City of Des Moines, Iowa, (“DMWW”), the Board of Water Works Trustees of the City of West Des Moines, Iowa, (“WDMWW”), the Water Utility Board of Trustees of the City of Urbandale, Iowa (“UWU”), and the municipal water utility systems of the Cities of Ankeny (“Ankeny”), Clive (“Clive”), Johnston (“Johnston”), Grimes (“Grimes”), Norwalk (“Norwalk”), Polk City (“Polk City”), and Waukee (“Waukee”), Iowa, each a municipal water utility organized and existing under the Iowa Code, and the Warren Water District (“Warren”), a rural water district organized and existing under Chapter 357A, Iowa Code, and Xenia Rural Water District (“Xenia”), a rural water district organized and existing under Chapter 357A, Iowa Code (collectively, the “Founding Agencies”) are each duly established public agencies in the State of Iowa that own and operate public water supply systems serving retail customers and others, and each consider it to be desirable, in their best interests, and in the best interests of their respective entities and water consumers to establish a shared regional system of drinking water production and supply facilities under regional governance to meet their existing and future needs for safe, sufficient, reliable, and reasonably priced drinking water to be delivered by them in turn to their respective customers; and

WHEREAS, the Founding Agencies desire to exercise and share their respective powers pursuant to Chapter 28E and Chapter 28F, Iowa Code, to establish a new regional water authority as a joint cooperative undertaking to be created as a separate public entity to be known as the “Central Iowa Water Works” to act as a regional water wholesale production and supply provider exclusively to the Member Agency utilities under the terms of this Agreement, with other incidental wholesale service only to the extent permitted by this Agreement; and

WHEREAS, the Founding Agencies have agreed that from and after the Effective Date the terms of this Agreement shall be given full effect and shall govern the matters set forth herein.

NOW, THEREFORE, the undersigned Founding Agencies agree as follows:

ARTICLE I. PURPOSES AND ESTABLISHMENT OF LEGAL ENTITY

Section 1. Purposes. The purposes of this Agreement are: (a) to establish a joint cooperative undertaking by creating, establishing, and providing for the operation of, a separate entity under Chapter 28E and Chapter 28F, Iowa Code, as a body corporate and political subdivision of the State of Iowa, and an instrumentality of political subdivisions of the State of Iowa, in accordance with IRS Revenue Ruling 57-128, 1957 C.B. 311; (b) to create and provide for operation of a regional water wholesale production and supply entity that shall operate exclusively on a cooperative basis for the mutual benefit of the Founding Agencies and other agencies subsequently admitted to membership as provided by this Agreement, as their exclusive water supply provider except as otherwise provided in this Agreement; (c) to otherwise achieve the objectives set forth in Section 5 of this Article; (d) to delegate to such entity certain powers and authorities of the Founding Agencies and other agencies subsequently admitted to membership

as provided by this Agreement to the fullest extent allowed by law; and (e) to otherwise govern and provide for the operation and governance of such entity.

Section 2. Founding Data. The terms of this Agreement are based on the historic annual finished water demand (“Annual Demand”) and the historic maximum day utilization of capacity (“Max Day Demand”) of the Founding Agencies as defined and set forth in Schedule I-2 attached. The parties agree that the Annual Demand and Max Day Demand information stated in Schedule I-2 is true and correct for the calendar years 2018 through 2022, inclusive, for all purposes of this Agreement. Schedule I-2 shall be augmented to include the Annual Demand and Max Day Demand data for the preceding five (5) calendar years for each new agency admitted to membership after the Effective Date of this Agreement. Schedule I-2 shall be updated to include data for each calendar year after 2022, subject to approval of the Board. In the event of a loss of a significant customer, a Member Agency may, prior to the annual update of Schedule I-2, petition the Board for an adjustment to the five-year average of Annual Demand and Max Day Demand for purposes of fairly allocating costs in future budget years. The Technical Committee shall review the petition and advise the Board before it takes action on the petition. If the Board approves the petition, Schedule I-2 shall reflect the petitioner’s adjusted five-year average Annual Demand and Max Day Demand as determined by the Board.

Section 3. Creation of Entity and Name. An entity is hereby established under Chapter 28E and 28F, Iowa Code. Its name shall be:

CENTRAL IOWA WATER WORKS

(referred to herein as “CIWW”).

Section 4. Membership. Each of the Founding Agencies shall be a member of CIWW upon execution of this Agreement. Additional public agencies meeting the eligibility requirements of this Agreement, and approved for admission to membership as provided herein, shall become Member Agencies upon the effective date of their joinder in this Agreement. References herein to “Member Agency” and “Member Agencies” shall mean the Founding Agencies, and any other public agency subsequently admitted to membership as provided herein (“New Member Agency”). Entities to which a Member Agency provides water service under a Total Service Agreement as defined in Section 14 of Article IV or other wholesale agreement are not Member Agencies.

Section 5. CIWW Objectives. The objectives of CIWW shall be:

- (a) To be a membership organization governed by, and operated for the mutual benefit of, its Member Agencies;
- (b) To manage the natural resource of water as a region to ensure drinking water remains safe, in sufficient supply, and available to meet the needs of the people of central Iowa served by the Member Agencies;
- (c) To manage water costs to Member Agencies by providing value and stability through economies of scale and regional public governance and management;
- (d) To improve the governance of regional water production to include wider representation within the region served by the Member Agencies;

- (e) To consolidate the authority for the planning and expansion of Water Supply Facilities including construction of new Water Supply Facilities;
- (f) To establish shared ownership of existing Water Supply Facilities of the Founding Agencies;
- (g) To provide for the ownership, operation, and maintenance of Water Supply Facilities of the Member Agencies;
- (h) To act as the exclusive wholesale supplier of water to the Member Agencies, except as otherwise provided in this Agreement, and to establish rates for water production consistent with its expenses and capital needs;
- (i) To retain and not displace the structure and governance of all existing Member Agency water utility boards, city water utilities and rural water districts in all matters related to distribution of water to their residential, business, and other customers; and
- (j) To advance and promote regional and statewide water resource management as a critical quality of life and economic development asset in the context of climate change and source water quality and quantity challenges.

Section 6. Status as Separate Legal Entity. CIWW is organized exclusively under Chapters 28E and 28F, Iowa Code, to permit joint exercises of any powers, privileges or authorities exercised or capable of exercise by city utilities and other public agencies, including rural water districts organized under Chapter 357A, Iowa Code, as Founding Members or Member Agencies in the future, to maximize the mutual benefits and efficiencies of collaboration thereunder. Pursuant to Sections 28E.4, 28E.5, and 28F.1, Iowa Code, CIWW shall be constituted as a separate legal and administrative entity to be governed by the Board established under Article VIII, subject to the Member voting requirements of Article XI. As so constituted, CIWW shall be a public body corporate that is separate and distinct from its Member Agencies, but organized and operated for their mutual benefit.

Section 7. Governmental Status. CIWW shall be a body corporate and a political subdivision of the State of Iowa under Chapter 28E and Chapter 28F, Iowa Code, and an instrumentality of political subdivisions of the State of Iowa as a joint cooperative undertaking for the exclusive benefit of its Member Agencies. CIWW shall be a governmental body subject to open meetings requirements under Chapter 21, Iowa Code, and a government body subject to open records requirements under Chapter 22, Iowa Code, to the extent provided by law, as amended. CIWW shall be operated to be exempt from federal and state income tax to the fullest extent permitted by law.

Section 8. Limited Liability of Member Agencies. Except as otherwise provided by Chapter 28F, Iowa Code, and by this Agreement, no Member Agency of CIWW shall be liable in such capacity for any acts or omissions, debts, or other obligations of CIWW. No assets, revenues, or taxing authority of any Member Agency may be reached, attached, or executed upon by any creditor of, or claimant against, CIWW.

Section 9. Initial Capital Contributions. The Founding Agencies shall make initial start-up Capital Contributions to CIWW based on their proportionate shares of Annual Demand in the amounts set forth in Schedule I-9 (“Initial Capital Contributions”). Such Initial Capital Contributions shall be made in cash within sixty (60) days of the Effective Date. The Board shall evaluate the sufficiency of CIWW’s initial capital after the Effective Date under the provisions of Section 2 of Article XV, and if required upon such evaluation, the Board shall increase the Initial Capital Contribution of each Member Agency, and cause Schedule I-9 to be revised accordingly and specify the due date for payment of additional amounts. Capital Contributions shall earn no interest or other investment return and shall be non-refundable, except as otherwise expressly provided in this Agreement. Each New Member Agency shall make an initial capital contribution in the amount as required by the Board.

Section 10. Reimbursable Start-Up Expenses. Certain start-up expenses incurred by certain Founding Agencies for the benefit of CIWW prior to the Effective Date of this Agreement shall be reimbursed by CIWW prior to the Operational Commencement Date. Schedule I-10 details the expenses eligible for reimbursement to Founding Agencies.

Section 11. No Seal. CIWW shall have no seal.

Section 12. Effective Date. This Agreement shall be effective, and the existence of CIWW shall commence, after all of the Founding Agencies have authorized and executed this Agreement, on the date of its filing with the Iowa Secretary of State as provided by Section 28E.8, Iowa Code. The date the fully executed Agreement is filed shall be the “Effective Date.”

Section 13. Operational Commencement. CIWW shall commence operations as a wholesale water supplier to Member Agencies on January 1, 2025, or on such later date approved by the Board on which the transfer of all of the Designated Water Supply Facilities of the Founding Agencies to CIWW hereunder is consummated (the “Operational Commencement Date”).

Section 14. Term and Period of Existence. The initial term of this Agreement, and the initial period of existence of CIWW, shall be forty (40) years from the Effective Date. Early termination and any extension of such term of existence shall be governed by Article XXIV.

Section 15. Manner of Financing. The manner of financing of the joint and cooperative undertakings of the Member Agencies hereunder shall be Capital Contributions from, and funding of certain capital projects by, Member Agencies as provided herein, wholesale water delivery and other operating revenues, state, federal or other grant receipts, and issuance of bonds and indebtedness under Chapter 28F, Iowa Code, as amended.

Section 16. Individual Ownership and Responsibility. Except as otherwise explicitly provided herein, each party to this Agreement shall at all times hold and own its respective properties. Each party shall be solely authorized to supervise, direct, and manage its own activities and the activities of its respective employees and agents. Each party shall retain sole responsibility and liability for its own acts and omissions hereunder and for the acts and omissions of its respective employees and agents hereunder.

ARTICLE II. POWERS OF CIWW

Section 1. Powers Generally. Except as expressly limited under this Agreement, CIWW shall have and may exercise, under the direction of the Board constituted under Article VIII, any and all powers necessary and proper to the accomplishment of the purposes provided herein, to the fullest extent permitted under Chapter 28E and Chapter 28F, Iowa Code, as the same may be amended and supplemented in the future, or under any other applicable law.

Section 2. Specific Enumeration of Powers. Without limiting the generality of the powers conferred under Section 1 of this Article, the powers of CIWW include, but are not limited to, the power to do all of the following within the limitations provided by this Agreement:

- (a) To perform the functions of production, storage, delivery, sale, and re-sale of wholesale water to, on behalf of, and as an essential governmental purpose of the Member Agencies;
- (b) To acquire drinking water for re-sale to its Member Agencies or to non-member public water supply systems, as defined in Chapter 455B, Iowa Code, to the extent permitted by this Agreement;
- (c) To produce drinking water for sale to its Member Agencies and to non-member public water supply systems as defined in Chapter 455B, Iowa Code, to the extent permitted by this Agreement;
- (d) To sell water on a wholesale basis to Member Agencies and to non-member public water supply systems, and to provide for the terms of such service by rule or by contract;
- (e) To establish, adopt and enforce rules and regulations governing its operation and provision of wholesale water service;
- (f) To establish rates and charges for wholesale water service, and reasonable penalties for any rates or charges that are delinquent. Rates and charges shall be non-discriminatory and imposed in accordance with Schedule VI-2 herein;
- (g) To plan for, acquire, construct and secure such Water Supply Facilities as it deems necessary or proper;
- (h) To operate and secure CIWW Water Supply Facilities for the benefit of Member Agencies;
- (i) To contract for, or provide and maintain, security to preserve and protect the CIWW Water Supply Facilities and properties owned or operated by CIWW, as the Board deems necessary to preserve and protect the peace, health, safety, and welfare of the public and the public water supply;
- (j) To contract with any public or private entity to acquire supplies of water for re-sale or to acquire Water Supply Facilities, and any other services as it may require;
- (k) To take any actions necessary or appropriate to secure or improve the quality and available quantity of source waters required for the provision of safe drinking water to its Member Agencies and otherwise to advance and promote regional and state-wide water resource management;
- (l) To do all things necessary and proper to operate as a regional water wholesale supplier;
- (m) To rent, lease, or purchase, or otherwise acquire any tangible personal property,

- real estate or services reasonably necessary to fulfill the purposes of this Agreement;
- (n) To approve its own budget, including approval and payment of its costs of operation and maintenance;
 - (o) To make provision for its capital needs and requirements;
 - (p) To contract for services or employ such staff as it deems necessary, or both;
 - (q) To establish a system of accounting and budgeting, and a system for receiving and disbursing payments;
 - (r) To insure its properties and its risks against loss;
 - (s) To retain legal counsel, accountants, professional engineers, and other professional advisers needed in order to fulfill the purposes of this Agreement;
 - (t) To establish Bylaws as provided by Section 13 of Article VIII;
 - (u) To sue or be sued;
 - (v) To enter into agreements, contracts or other arrangements for the financing of its operational and capital requirements, and joint projects hereunder, including the issuance of bonds or other debt;
 - (w) To merge or consolidate with another entity;
 - (x) To sell or dispose of any or all of its assets;
 - (y) To apply for grants or other funding from state government, federal government, or non-governmental entities;
 - (z) To exercise the powers generally possessed and exercised by Member Agencies under Iowa law, including necessary police powers, the power of eminent domain, and special assessment authority, to the fullest extent permitted by Iowa law, except to the extent expressly inconsistent with this Agreement; and
 - (aa) To exercise any of the powers of Member Agencies delegated to CIWW to the maximum extent permitted under Chapter 28E, Iowa Code, and all powers granted to entities under Chapter 28F, Iowa Code.

ARTICLE III. LIMITATIONS OF SCOPE AND CIWW POWERS AND OPERATIONS

Section 1. Prohibited Activities. Notwithstanding the provisions of Article II, CIWW shall not have the power under this Agreement to do any of the following:

- (a) Sell or distribute water to any entity that is not a public water supply system, as defined in Chapter 455B, Iowa Code, or otherwise engage in distribution of water at retail to any customers;
- (b) Directly furnish water to customers within the individual distribution systems of Member Agencies;
- (c) Have any power over the rates charged by Member Agencies;
- (d) Provide free water to any private or public agency;
- (e) Provide any preference in service to any Member Agency or discriminate in service against any Member Agency;
- (f) Establish any rates or rate methods that unreasonably favor or discriminate against any Member Agency;

- (g) Restrict any Member Agency from serving any specific retail customer within the terms of this Agreement;
- (h) Enter into any other business other than provision of water to Member Agencies;
- (i) Enter into any Total Service Agreements as defined by Section 14 of Article IV; or
- (j) Pledge the assets or revenue of CIWW to any person or entity, or to serve as a surety for any Member Agency, except as expressly provided in Article XVII related to the issuance of bonds.

Section 2. No Private Inurement. No part of the net earnings of CIWW shall inure to the benefit of, or be distributable to any private person or private agency, except CIWW is authorized and empowered to pay reasonable compensation or consideration for goods, services, materials, or properties that it obtains.

ARTICLE IV. CIWW EXCLUSIVE SUPPLY RIGHTS AND SERVICE OBLIGATIONS AND TRANSFER OF EXISTING WATER SUPPLY FACILITIES

Section 1. Exclusive Supply Rights. Except as set forth in Schedule IV-1, each of the Founding Agencies hereby grants to CIWW the exclusive right to supply all finished drinking water required by their respective water utilities, on a wholesale basis on terms as provided herein, to be effective as of the Operational Commencement Date. Each new Member Agency shall grant the same rights to CIWW as a condition of its membership.

Section 2. Definitions of Water Supply Activity and Water Distribution Activity.

(a) As used in this Agreement, “Water Supply Activity” shall mean and include:

- (i) Acquisition and withdrawal of surface water or groundwater as a raw source of water for treatment and re-sale;
- (ii) Storage of raw source water;
- (iii) Treatment of raw source water to produce finished drinking water;
- (iv) Storage of treated water for later delivery on a wholesale basis to a public water supply system;
- (v) Transmission, pumping, and supply of finished water on a wholesale basis to a Member Agency or other public water supply system; and
- (vi) Other activities necessary and appropriate for CIWW to meet its water supply obligations to Member Agencies under this Agreement.

(b) As used in this Agreement, “Water Distribution Activity” shall mean and include:

- (i) Acquisition of finished water from CIWW or from others as permitted under this Agreement;
- (ii) Distribution, distribution storage, delivery, and metering of finished water to the customers of a Member Agency; and
- (iii) All activities, other than a Water Supply Activity, required to conduct business as a public water supply utility.

- (c) Water Supply Activity shall not include Water Distribution Activity and Water Distribution Activity shall not include Water Supply Activity. The Board shall refer any uncertainty or dispute regarding the scope of Water Supply Activity and Water Distribution Activity to the Technical Committee for review and recommendation to the Board regarding proper classification. The Board shall make a final decision regarding whether an activity is a Water Supply Activity or Water Distribution Activity after receipt of the Technical Committee's recommendation.

Section 3. Definitions of Water Supply Facilities and Water Distribution Facilities.

- (a) As used in this Agreement, "Water Supply Facilities" shall mean the assets and facilities used to conduct Water Supply Activity, including assets transferred to CIWW on the Operational Commencement Date or subsequently created or acquired by CIWW. This definition includes source water systems, water treatment plants, aquifer storage and recovery ("ASR") systems or other storage facilities used for Water Supply Activity, and the transmission pumps, mains, and systems, including easements, required to conduct Water Supply Activity on an efficient basis. Water Supply Facilities include facilities used for Water Supply Activity even if also used, in part, for certain Water Distribution Activity. Except as any Founding Agency and CIWW may otherwise agree as to any specific property or facility, Water Supply Facilities shall not include the existing office buildings and/or distribution buildings, or assets not related to CIWW Water Supply Activities of the Founding Agencies or any existing grounds or facilities made available to the public for park or other recreational use.
- (b) As used in this Agreement, "Water Distribution Facilities" shall mean the assets and facilities used to conduct Water Distribution Activity by a Member Agency, either individually or on a shared basis, including water feeder and distribution mains, water towers, or ASR systems not used for Water Supply Activity, and other storage of finished water by a Member within its system of distribution, as required to conduct Water Distribution Activity on an efficient basis.
- (c) Water Supply Facilities shall not include Water Distribution Facilities and Water Distribution Facilities shall not include Water Supply Facilities.
- (d) The differentiation and line of demarcation between Water Supply Facilities and Water Distribution Facilities shall be based on the principles that facilities that primarily provide a system-wide water supply benefit shall be deemed Water Supply Facilities, while facilities, whether or not shared, that primarily provide benefit to individual Member Agencies shall be deemed Water Distribution Facilities. Any uncertainty or dispute regarding the scope of Water Supply Facilities and Water Distribution Facilities shall be referred by the Board to the Technical Committee for review and recommendation. The Board shall make a final decision regarding whether a facility is a Water Supply Facility or Water

Distribution Facility only after receipt of the Technical Committee's recommendation.

Section 4. Transition Rule. All assets transferred to CIWW in accordance with Schedule IV-7 of this Agreement shall be Water Supply Facilities without regard to anything contained in this Agreement to the contrary. All facilities constructed after the Operational Commencement Date shall be treated as Water Supply Facilities or Water Distribution Facilities by the application of definitions in this Agreement. All Water Supply Facilities transferred shall be transferred subject to pre-existing cost sharing arrangements, which arrangements shall be assigned to, and assumed by, CIWW.

Section 5. Limitations on Founding Agency Water Supply Activities.

- (a) Beginning on the Operational Commencement Date, the Founding Agencies shall not:
 - (i) Engage in Water Supply Activity, except as a supplier to CIWW or as permitted under Sections 1, 14, 15, and 16 of this Article;
 - (ii) Except as allowed by Schedule IV-1, contract for drinking water supplies from any party other than CIWW;
 - (iii) Acquire or expand assets providing for Water Supply Activity that infringe on CIWW's exclusive right to serve as described in this Article, except to the extent approved in advance by the Board; or
 - (iv) Apply for new water allocation permits from the State of Iowa, or in any way alter the flows or water quality of surface or groundwater supplies, allocated to CIWW or to CIWW's contract suppliers, unless agreed to by CIWW.
- (b) Notwithstanding Section 5(a) of Article IV, each of the Founding Agencies has the right to conduct Water Distribution Activity, and to supply water as permitted under Sections 14, 15, and 16 of this Article, but construction or operation of ASR facilities as a part of a Water Distribution Activity shall be subject to Section 19 of this Article.
- (c) Each New Member Agency shall agree to the foregoing limitations and reservations as a condition of its membership.

Section 6. CIWW Service Obligations. Effective as of the Operational Commencement Date, CIWW shall supply the drinking water required by Member Agencies, except as otherwise provided in Schedule IV-1, on a non-discriminatory basis, within the limits of its capacity, at existing connection points, with future connections approved by the Board in accordance with the service obligations standards as set forth in Schedule IV-6. CIWW shall take reasonable steps required to maintain and expand its capacity to meet the projected finished water needs of the Member Agencies in accordance with the CIWW Long Range Plan, and to assure that drinking water delivered by CIWW shall meet all applicable state and federal water quality regulations.

It shall be the responsibility of CIWW to manage the interaction, for CIWW's use, between various water qualities of the Water Producing Member Agencies, and to bear the expense thereof.

Section 7. Transfer and Operation of Existing Water Supply Facilities. DMWW, WDMWW, Grimes, and Polk City, shall transfer their existing Water Supply Facilities and related rights to CIWW on the terms provided by this Agreement to be effective on the Operational Commencement Date. UWU, Xenia, and Waukee will also transfer certain assets related to Water Supply Activity. The specific facilities and assets to be transferred are set forth in Schedule IV-7 (the "Designated Water Supply Facilities"), together with certain terms of transfer. Each Member Agency transferring a Designated Water Supply Facility, except UWU, Xenia, and Waukee is a "Water Producing Member Agency," or collectively the "Water Producing Member Agencies." From and after the Operational Commencement Date, Water Producing Member Agencies shall continue to operate their respective Designated Water Supply Facilities exclusively for the benefit of CIWW under operating contracts with CIWW as provided in Article V, Section 1, and shall exclusively dedicate their use of waters of the State of Iowa, under permits from the Iowa Department of Natural Resources, to CIWW until such time as such permits are issued to or transferred to CIWW.

Each of the Water Producing Member Agencies shall transfer the ownership interests in Designated Water Supply Facilities as set forth in Schedule IV-7 to CIWW on the Operational Commencement Date on the terms provided in Article XIII of this Agreement, subject to the prior execution of an Operating Contract with CIWW under Article V, Section 1. CIWW shall acquire ownership as provided in Article XIII. CIWW Water Supply Facilities shall be permitted in accordance with applicable law.

UWU, Xenia, and Waukee shall each transfer the ownership interests in certain Designated Water Supply Facilities as set forth in Schedule IV-7 to CIWW on the Operational Commencement Date on the terms provided in Article XIII of this Agreement.

Section 8. Ownership, Operation, and Maintenance of Designated Water Supply Facilities prior to Operational Commencement Date. Each of the Water Producing Member Agencies, UWU, Xenia, and Waukee shall continue to own and operate its respective Designated Water Supply Facilities, until such time as the transfer of such assets to CIWW is consummated hereunder. Until the Operational Commencement Date, each Water Producing Member Agency shall have the right and the obligation at its own expense, except as otherwise provided in this Agreement, to undertake such repair, replacement and improvement of its Designated Water Supply Facilities as it determines are reasonably needed to maintain its Designated Water Supply Facilities in good sound operational condition and to maintain their full operational capacity.

Section 9. Repair, Replacement, Updating, Improvement, and Expansion. Except for the Saylorville Expansion Project, which shall be governed by Section 10 of this Article, from and after the Operational Commencement Date, the cost of repair, replacement, updating, and improvement of Designated Water Supply Facilities shall be paid by CIWW as provided in Section 2 and Section 9 of Article V. The currently planned facility projects listed in Schedule

IV-9 shall be constructed by the Founding Agencies as listed without further Board approval and the costs thereof shall be paid by CIWW.

Each of the Water Producing Member Agencies shall expand the capacity of their Designated Water Supply Facilities to the extent directed by the Board, provided that CIWW makes provision to pay for the full cost of such Capacity Expansions. Water Producing Member Agencies shall not otherwise expand the capacity of the respective Designated Water Supply Facilities without the consent of the Board.

Section 10. Saylorville Water Treatment Plant Expansion. DMWW shall plan, design and commence construction of a 10 MGD expansion of the Saylorville Water Treatment Plant (the “Saylorville Expansion Project”) to be included within its Designated Water Supply Facilities. To the extent DMWW incurs indebtedness for the Saylorville Expansion Project, CIWW shall assume said outstanding debt incurred by DMWW and reimburse DMWW for the full actual costs thereof, including debt service paid by DMWW to the date of the transfer of the Saylorville Expansion Project to CIWW. Thereafter, the parties agree that debt service on said assumed debt shall be paid by certain of the Founding Agencies in the shares set forth in Schedule IV-10. The new capacity created by the Saylorville Expansion Project shall be allocated among the Founding Member Agencies as set forth in Section 4 of Article V.

Section 11. DMWW Incomplete Facility Projects. To the extent DMWW has, within five (5) years prior to the Operational Commencement Date, budgeted for repair, replacement, and improvement facility projects and has fully recovered the budgeted cost of such projects in prior years’ rates and water revenue, but such projects remain incomplete as of the Operational Commencement Date, DMWW shall pay the unexpended budgeted amounts, or if only partially collected in prior years’ rates and water revenue, the partially collected unexpended amounts of these projects, in cash to CIWW. Such cash payment shall be included in the book value of assets transferred by DMWW to CIWW in Schedule XIII-1. An estimate of such projects and their budgeted costs is set forth in Schedule IV-11. Schedule IV-11 shall be updated as of the Operational Commencement Date.

Section 12 Costs of Water Supply Facilities Also Used for Water Distribution Activity, for Total Service Agreements or for Permitted Wholesale Service. To the extent CIWW Water Supply Facilities are used in part to support Water Distribution Activity by a Member Agency or used in part to support a Member Agency’s provision of service under Total Service Agreements or wholesale agreements permitted under Sections 15 or 16 of this Article, all of the costs of such Water Supply Facilities shall be allocated and shared, notwithstanding any other provision of this Agreement, as follows: (i) in accordance with the existing agreements assumed by CIWW in connection with Asset Transfers as set forth in Schedule IV-7 to the extent applicable; or (ii) otherwise in accordance with the guiding principles set forth in Schedule IV-12. It is intended that the existing agreements assumed by CIWW as provided in this Section shall be applied and administered in accordance with existing practice. In addition, each agreement shall be reviewed by the Technical Committee and such agreements may be renegotiated among the parties to this Agreement in good faith to conform with the guiding principles over a period of transition not to exceed five (5) years.

Section 13. Excess Usage of Capacity in Shared Facilities. Each Member Agency shall take reasonable steps to avoid use of capacity in shared transmission mains and pumping stations that exceeds its agreed or allocated share of such capacity and shall comply with recommendations and decisions of the Technical Committee to remediate excess usage and resulting detriment to other Member Agencies. If a Member Agency fails to comply with remediation recommendations and decisions of the Technical Committee, the CIWW Board may proceed with construction of additional capacity. The Member Agency exceeding its capacity shall reimburse CIWW for the full cost and expenses of the additional capacity provided to the Member Agency.

Section 14. Total Service Agreements. As used in this Agreement "Total Service Agreement" means an agreement, now existing or hereafter arising, between a Member Agency and another retail public water supply entity whereby the Member Agency serves the consumers of the other retail entity on a direct basis that includes distribution to a consumer's connection point, operation and maintenance of the distribution system, and billing and collection of rates and charges, and in the case of existing Total Service Agreements, supplying water. Total Service Agreements existing as of the Effective Date and potential future Total Service Agreements reserved by Member Agencies are listed in Schedule IV-14 hereto. Each Member Agency retains the right to provide water service under existing Total Service Agreements, and the consumers served under such agreements shall, for all purposes of this Agreement, be considered retail customers of the Member Agency providing such total service. However, except for potential future Total Service Agreements reserved by Member Agencies as outlined in Schedule IV-14, for new Total Service Agreements established after the Effective Date, CIWW shall be the wholesale supplier to the counterparty under the new Total Service Agreement unless such customer cannot be directly served by CIWW due to lack of geographic proximity, available transmission facilities, or other good reason as determined by the Board.

Section 15. Wholesale Water Service Master Agreement. The existing Wholesale Water Service Master Agreement among DMWW, other Founding Agencies, and others dated June 10, 2005, which made provision for "purchased capacity" (the "Purchased Capacity Master Agreement") shall be deemed terminated as among the Founding Agencies as of the Operational Commencement Date. The Purchased Capacity Master Agreement shall otherwise remain in full force and effect as to other purchasing parties that are not Member Agencies, and DMWW shall retain the right to set rates and provide service under the Purchased Capacity Master Agreement for parties that are not Member Agencies of CIWW. DMWW shall limit its supply of water under the Purchased Capacity Master Agreement to the capacity legally required to be provided under such agreement and shall not extend the Purchased Capacity Master Agreement beyond its current expiration date in 2045.

Section 16. Other Preexisting and Potential Future Wholesale Relationships. Member Agencies may continue to supply their pre-existing wholesale customers listed in Schedule IV-16 for the full term of any existing agreement, including any contract renewal periods, and until such agreement expires or is terminated. The retail customers served through pre-existing wholesale customers shall, for all purposes of this Agreement, be considered retail customers of the Member Agency. Potential future wholesale relationships reserved by Member Agencies are also included in Schedule IV-16.

Section 17. Wheeling. CIWW may request consent from a Member Agency to wheel water through the Member Agency's water distribution mains to serve other existing or potential Member Agencies. Such consent shall not be unreasonably withheld unless the Member Agency demonstrates that service to its current or reasonably expected future retail customers within the next five (5) years would be adversely affected. Wheeling arrangements shall be at mutually agreeable reasonable capacities and terms as outlined and executed in a separate wheeling agreement between CIWW, the Member Agency requesting wheeling service, and the Member Agency giving consent. Such terms shall provide that the Member Agency giving consent for wheeling shall recover from the Member Agency obtaining wheeling service the full annual capital costs, computed under a utility-basis approach that considers both depreciation expense and a rate of return on net book value, of the proportionate distribution main capacity so diverted to serve others, plus the full applicable operating costs thereof, including but not limited to pumping and chlorination costs. If, subsequent to such consent, wheeling adversely affects the granting Member Agency's service to its then existing retail customers or reasonably expected future retail customers within the next five (5) years, the Member Agency giving consent may give notice to the parties to terminate the wheeling arrangement. After receipt of such notice the Member Agency requiring connection shall be responsible for the costs of removing the wheeling connection and constructing new connection facilities to replace the wheeling connection within a reasonable time after such notice that allows for planning, funding, and construction of the new connection facilities. The wheeling arrangement shall terminate upon the completion of the new connection facilities.

Section 18. Member Agency Obligations. Except as otherwise provided herein, each Member Agency shall be solely responsible for its own assets and operations related to Water Distribution Activity and shall solely bear all costs thereof. Each Member Agency agrees, within the limits of its powers, to assist CIWW in obtaining rights for placement of infrastructure or rights to raw water sources needed to serve the Member Agencies and to support CIWW's regional system.

Section 19. ASR Operations. The construction and operation of ASR facilities of CIWW and the Member Agencies shall be subject to reasonable rules and requirements established by the Board. The initial ASR rules and requirements are set forth in Schedule IV-19. Such rules may be amended by the Board at any time.

ARTICLE V. WATER SUPPLY FACILITY OPERATING CONTRACTS AND CAPACITY EXPANSION

Section 1. Operating Contracts. CIWW and each of the Water Producing Member Agencies shall enter into a facility operating contract for operation of the particular Water Producing Member Agency's Designated Water Supply Facility from and after the Operational Commencement Date on terms as provided in the respective forms of contract approved by the governing board of each Water Producing Member Agency at the time of such governing board's approval of this Agreement, which shall include reimbursement of costs as provided in Section 2 of this Article V and Schedule V-2 from and after the Operational Commencement Date (each an "Operating Contract"). Each such initial Operating Contract shall be in full force for a minimum

term of twenty (20) years from the Operational Commencement Date. The transfer by each Water Producing Member Agency of its Designated Water Supply Facilities to CIWW shall be subject to the condition precedent that CIWW shall have previously entered into an Operating Contract with such Water Producing Member Agency under this Section.

Section 2. Actual Cost Recovery. CIWW shall pay the Water Producing Member Agencies for the operation of their respective Designated Water Supply Facilities amounts pursuant to its Operating Contract that are equal to their full actual cost of providing such services plus two percent (2%), to be determined on the basis of the principles set forth in Schedule V-2 attached. Such amount shall be paid in monthly installments based on estimated costs, with a periodic true up to reflect actual costs incurred, as provided in Schedule V-2. In addition to payment of costs of operation, CIWW shall reimburse each Water Producing Member Agency for the full actual cost of all capital projects for repair, replacement and improvement of its Designated Water Supply Facilities incurred after the Operational Commencement Date as such costs are incurred. To the extent a specific project benefits both Designated Water Supply Facilities and Water Distribution Facilities, the project costs shall be allocated between CIWW and the Water Producing Member Agency based on relative benefit conferred. CIWW shall at all times maintain sufficient capital and reserves to assure its ability to meet its financial obligations under this Section, and the Board shall make Capital Calls or issue Emergency Member Agency Assessments under Article XV as needed to make timely payment to Water Producing Member Agencies.

Section 3. Initial Capacity Allocations. The initial total capacity of CIWW to supply the Member Agencies as of the Effective Date is determined to be 134.5 Million Gallons per Day ("MGD"). Such capacity shall be allocated among the Member Agencies for use under this Agreement. Each Member Agency's capacity allocation is referred to herein as its "Allocated Capacity." The initial Allocated Capacity of each Founding Agency is set forth in Schedule V-3. Schedule V-3 shall be updated by the Board when and as the Allocated Capacity of any Member Agency changes.

Section 4. Saylorville Expansion Capacity Allocations. The Allocated Capacity of Founding Member Agencies that pay the costs of the Saylorville Expansion Project shall be increased in the amounts set forth in Schedule IV-10, as of the date that the facilities constructed by the Saylorville Expansion Project become fully operational.

Section 5. New Member Agency Allocations. After the Effective Date, a New Member Agency shall be admitted only to the extent that CIWW has, after taking into consideration any new capacity acquired from the New Member Agency, sufficient capacity available to provide for the New Member Agency's estimated Max Day Demand, and if need be, there are sufficient existing Member Agencies willing to voluntarily reduce their Allocated Capacity in exchange for payment as provided under this Section.

The following provisions shall govern the Allocated Capacity of New Member Agencies:

- (a) The New Member Agency's minimum requirement for Allocated Capacity ("Required New Member Capacity") in order to be admitted shall be the highest maximum day demand during the previous full five (5) calendar years plus ten percent (10%).

- (b) If the New Member Agency has physical production capacity to be dedicated or transferred to CIWW by the New Member Agency, such capacity shall be allocated to the New Member Agency.
- (c) To the extent that the New Member Agency is a party to a Total Service Agreement with a Founding Agency under Section 14 of Article IV or is a wholesale customer of a Founding Agency under Section 16 of Article IV, the average Max Day Demand for the previous five years supplied to it by the Founding Agency shall be reallocated from such Founding Agency to the New Member Agency. Such Founding Agency shall be compensated for such reallocation as provided in Subsection (f) of this Section.
- (d) To the extent that the New Member Agency is a customer of DMWW under Section 15 of Article IV, the average Max Day Demand for the previous five years supplied to it by DMWW thereunder shall be reallocated from DMWW to the New Member Agency and the Purchased Capacity Master Agreement and all right thereunder shall be deemed terminated as between the New Member Agency and DMWW as of the effective date of admission. DMWW shall be compensated for such reallocation as provided in Subsection (f) of this Section.
- (e) To the extent the Required New Member Capacity is not allocated to the New Member Agency under subsections (b), (c), and (d), it must be obtained by the New Member Agency by voluntary reductions in the Allocated Capacity of existing Member Agencies. Such Member Agencies shall be compensated for such reductions as provided in Subsection (f) of this Section.
- (f) The payment required from a New Member Agency with respect to its acquisition of Allocated Capacity under Subsections (c), (d), and (e) of this Section shall be at the rate determined by the Board pursuant to the principles set forth in Schedule V-5. Such payment shall be made by the New Member Agency to CIWW. To the extent a reallocation is made under Subsections (c) or (d), the Founding Agency affected by a reduction of its Allocated Capacity shall be paid a share of such payment that is equal to the increase in the asset transfer consideration that such Founding Agency would have been due if the New Member Agency had become a founding agency when this Agreement was executed less any amount previously recovered by the Founding Agency from the New Member Agency as a capital cost of wholesale service to the New Member Agency, plus interest on the amount computed to be due at the rate of four percent (4%) per annum from the Operational Commencement Date. The balance, if any, of the payment shall be retained by CIWW as additional capital. Any payment under Subsection (e) of this Section shall be paid to the reducing Member Agencies in proportion to their agreed respective reductions of their Allocated Capacities.

If there are insufficient voluntary reductions by existing Member Agencies to accommodate a New Member Agency's Required New Member Capacity, the New Member Agency may request

membership in CIWW based on its participation in Capacity Expansion Projects pursuant to Sections 6 and 7 of this Article. If the New Member Agency meets all the other requirements of this Agreement and the Board for admission, the New Member Agency will be admitted after the requisite Capacity Expansion Projects have been completed and are producing finished water at rated capacity.

Section 6. Capacity Expansions. CIWW shall construct, own and operate new or expanded additional Water Supply Facilities, to increase water output available to CIWW consistent with the CIWW Long Range Plan established under Article VII (each a “Capacity Expansion”). A project that creates a Capacity Expansion is a “Capacity Expansion Project.” All Capacity Expansion Projects required to meet expected growth in demand by Member Agencies as expected under the CIWW Long Range Plan shall be funded by the Member Agencies as stated in Section 7 of this Article. Other Capacity Expansion Projects may be funded either from CIWW funds or by prospective New Member Agencies, or by Member Agencies as provided in the CIWW Long Range Plan and the CIWW Capital Plan. The additional water output capacity created by a Capacity Expansion Project funded by Member Agencies, other than New Member Agencies, shall be allocated to Member Agencies in proportion to the amount such Member Agency pays for a part of a Capacity Expansion Project under Section 7(b) of this Article. The additional water output capacity created by a Capacity Expansion Project funded by a New Member Agency under Section 7(c) shall be allocated to the New Member Agency providing the funding. The additional water output capacity created by a Capacity Expansion Project funded from CIWW sources of funds shall be allocated to Member Agencies in proportion to their previously Allocated Capacities prior to the Capacity Expansion, except to the extent the Board determines to maintain an unallocated reserve capacity for business and operational reasons it deems sufficient.

Section 7. Costs of Member Agency-Funded Capacity Expansions. The costs of Capacity Expansion Projects funded by Member Agencies shall be allocated among, and be borne by, the Member Agencies as follows:

- (a) Nine per cent (9%) of the total cost of the Capacity Expansion Project shall be allocated to all Member Agencies based on each Member Agency’s pro rata share of Allocated Capacity as of the date the Board approves the Capacity Expansion Project;
- (b) Ninety-one per cent (91%) of the total cost of the Capacity Expansion Project shall be allocated pro rata based upon the forecasted increases in projected demand of each Member Agency having a projected increased demand as set forth in the CIWW Long Range Plan that forms the basis of the Board’s approval of the Capital Expansion Project;
- (c) Notwithstanding subsection (a) and (b), one hundred percent (100%) of the cost of any Capacity Expansion Project, or any part thereof, which is constructed to meet the Required New Member Capacity of a New Member Agency, shall be paid by such New Member Agency; and

- (d) Each Member Agency or New Member Agency shall pay or satisfy its share of the costs of each Capacity Expansion Project pursuant to Section 7(a), 7(b), and 7(c) hereof by payment of such share to CIWW. Each Member Agency and New Member Agency shall make specific provision for payment of its allocated share of the Capacity Expansion Project, and if sufficient funds are not available to said Member Agency or New Member Agency, each shall issue bonds, notes, or other obligations as it deems appropriate to fund its allocated share. Financing allocated costs of a Capacity Expansion Project, including the issuance of bonds, notes or other obligations, shall be undertaken by Member Agencies and New Member Agencies individually, to the extent necessary to capitalize their respective cost allocation. If CIWW issues Bonds for said Capacity Expansion Project, Debt Service on said Bonds shall be allocated to Member Agencies and New Member Agencies in accordance with Section 7(a), 7(b), and 7(c) hereof, and collected by CIWW from the affected Member Agencies and New Member Agencies, along with rates imposed in accordance with Schedule VI-2 hereof.

Section 8. Member Agencies Transferring Capacity to Other Members. A Member Agency that no longer has a need for a portion of its allocated capacity may sell allocated capacity deemed to be in excess of its needs to any interested Member Agency. In the event two or more Member Agencies are interested in the capacity being offered, the capacity shall be allocated among all interested Member Agencies based on a pro rata allocation of each Member Agency's best estimates of future water requirements and demand as reported to the Technical Committee for Long Range Planning under Section 3 of Article VII. The purchase price per gallon per day shall be the cost per gallon per day of CIWW's most recently constructed capacity expansion. Payment in cash or, if the selling Member Agency has an allocation of CIWW debt, a portion of its allocated debt based on the purchase price and gallons of capacity purchased and sold, shall be transferred from the selling Member Agency to the purchasing Member Agency or Agencies. The Board shall have discretion to adjust the methodology set forth in this Section as it may determine to be necessary to ensure equity among the Member Agencies in the cost allocation used to determine the appropriate cash payment or transfer of debt.

Section 9 Funding of Joint Capital Projects. After the Effective Date, each capital project related to the Designated Water Supply Facilities acquired, or to be acquired, by CIWW or any other CIWW facility that is not a Capacity Expansion Project shall be a "Joint Capital Project." Joint Capital Projects shall include any project to maintain, repair, update, or improve any applicable facility that does not expand its capacity. The funding of Joint Capital Projects shall not be subject to Section 7 of this Article. Joint Capital Projects shall be funded by CIWW from one or more of the following sources: CIWW rates, CIWW reserves, CIWW bond issuance, or other sources of funding available to CIWW.

ARTICLE VI. WHOLESALE RATES TO MEMBER AGENCIES

Section 1. Rates to Recover Costs. The Board shall establish wholesale rates to be charged to Member Agencies that are calculated in the aggregate based on the anticipated total Revenue Requirements of CIWW as determined by the Board. CIWW's "Revenue Requirements"

shall be the amount determined to be sufficient to defray all of the costs of water and other operating and maintenance expenses of CIWW, to provide for capital requirements, and to satisfy all requirements of the current and future financing of CIWW's capital requirements, including payment of Debt Service, compliance with coverage and reserve requirements, and financing covenants of any Bonds, and to provide reasonable unrestricted cash reserves as determined by the Board of Directors. The Board may adjust the operating reserves from time to time.

Section 2. Annual Determination of Revenue Requirement. CIWW's Revenue Requirements and the rates to be charged to Member Agencies collectively and individually, shall be determined annually by the Board in its sole judgment. The Revenue Requirements will be prospective and developed as part of the budget process under Article XV. The Board shall obtain a cost of service study annually based on the American Water Works Association M-1 Manual or similar standard that is widely accepted in the water supply industry, and shall apply such study in a manner consistent with the mandatory rate principles set forth in Schedule VI-2. In setting rates, the Board will assign the actual cost of service to each member, and recover costs from each within a reasonable degree of precision and certainty.

Section 3. Volume and Max Day Demand of Member Agencies. The volume of water provided by CIWW to each Member Agency and the Max Day Demand utilized by each Member Agency shall be determined by metering at the point of delivery to the extent meters now existing or hereafter created allow such measurement. All other volumes and Max Day Demands shall be estimated based on the methods and assumptions set forth in Schedule VI-3 hereto.

Section 4. Individual Rates. The Board will establish rates prior to the Operational Commencement Date. The Board shall analyze, review and revise rates annually as provided by the terms of this Agreement. The rates to Member Agencies shall be based on the principles and methodologies as set forth in Schedule VI-2. The Board's judgment, reasonably reached, shall be final as to the establishment of water rates to Member Agencies, subject only to the dispute resolution provisions of Article XXV of this Agreement. Rates shall be effective January 1 of each year.

Section 5. Charges for Excess Consumption. Water delivered in a daily quantity that is greater than a Member Agency's Allocated Capacity is deemed to be "Excess Consumption" and further deemed to be the use of the Allocated Capacity of other Member Agencies. CIWW is not obligated to supply water on any day to any Member Agency that is in excess of its Allocated Capacity. However, to the extent Excess Consumption is provided to a Member Agency then the Member Agency shall be subject to Capacity Lease Charges as defined by Schedule VI-5. Capacity Lease Charges shall be billed to Member Agencies incurring the charges and CIWW shall credit the receipts thereof to the Member Agencies not incurring such charges on such days on a proportionate basis as defined in Schedule VI-5. Member Agencies that have Excess Consumption for more than ten (10) days in any calendar year shall have the maximum amount of the Excess Consumption added to the Member Agency's projected demand in the Long Range Plan prepared according to Article VII.

Section 6. Billing, Payment. Member Agencies shall be billed monthly in arrears for actual delivery at the established rates, and shall pay the billing in full without offset or reduction,

except for the netting specified in Section 7 of this Article, within twenty-five (25) days of the date of issuance of the bill.

Section 7. Netting of Payments Due Under This Agreement. Any amounts due or credits due between CIWW and any Member Agency for services, charges, or other obligations arising under this Agreement may be netted against any other billings between them, but billings shall not otherwise be offset against any other obligations between them.

Section 8. Member Agency Financial Covenant. Each Member Agency covenants that it will set its own rates and charges to its retail, Wholesale and Total Service Agreement customers, and collect such charges, to assure that the Member Agency has revenue sufficient to meet the Member Agency's expenses and financial obligations, including all financial obligations to CIWW, which shall be an annual operating expense of the public water supply system of each Member Agency.

ARTICLE VII. LONG RANGE PLAN AND WATER QUALITY

Section 1. Long Range Plan. The Board shall prepare and adopt a long-range plan to meet the needs for drinking water of the Member Agencies over a planning horizon of not less than ten (10) years (the "CIWW Long Range Plan") and shall revise such plan as needed as new Member Agencies are admitted and as other circumstances dictate. The CIWW Long Range Plan shall take into account all factors relevant to the mission of CIWW, including without limitation: (a) expected growth in water requirements of the Member Agencies; (b) source water availability and quality; (c) long range trends affecting source water supplies and allocations, including impacts of climate change; (d) water treatment capacities and requirements; and (e) all other matters necessary to assure the safety of drinking water supplies and sufficiency of quantity to meet demands, at reasonable cost. The initial CIWW Long Range Plan preparation shall commence promptly after the Effective Date and be completed within one (1) year of the Operational Commencement Date. The initial CIWW Long Range Plan will be based on the existing DMWW and WDMWW long-range plans as starting points but with such changes and updates as may be proposed to the Board by the Long Range Planning and Capital Improvements Committee, and by the Technical Committee, or that the Board determines to be appropriate.

Section 2. Update to Plan. The CIWW Long Range Plan shall be updated on a regular basis, and in any event no less frequently than every five (5) years.

Section 3. Member Agency Participation. Each Member Agency shall participate in, and support, the process of preparing and updating the CIWW Long Range Plan by making its data and information available to CIWW and to its planning staff and contractors. Each Member Agency shall supply its best estimates of future water requirements and demand in support of CIWW's planning efforts within a reasonable time upon request. Information supplied by Member Agencies shall be based on uniform standards and principles for such information established by the Technical Committee. CIWW shall have no service obligation to meet any Member Agency's demand to the extent the Member Agency's demand exceeds the Member Agency's forecasted demand expressed in the CIWW Long Range Plan.

Prior to the original adoption of the CIWW Long Range Plan by the Board, and prior to each update thereto, Member Agencies shall review, approve and certify to CIWW confirmation of the CIWW Long Range Plan's compliance with their individual stated needs over the intended time period covered by the applicable CIWW Long Range Plan, or updates thereto.

Section 4. Implementation of CIWW Long Range Plan. The Board shall be responsible, in its discretion, to operate CIWW in accordance with the CIWW Long Range Plan and to implement the CIWW Long Range Plan's provisions.

Section 5. Source Water Quality Protection and Improvement. The Board shall establish and implement a program to protect and improve the water quality of CIWW's actual and potential water sources. The program will include outreach and cooperation with federal, state and local agencies, and with other parties with interests in the watersheds and aquifers on which CIWW relies. CIWW's implementation of a water quality program may include expenditures of CIWW funds under the direction of the Board after determination that such expenditures will further the goals of protecting and improving the quality of CIWW's source waters.

ARTICLE VIII. GOVERNING BOARD

Section 1. Governing Body. CIWW shall be governed by a Board of Trustees ("Board") as constituted and established in this Article. Members of the Board shall receive no compensation from CIWW, other than reimbursement for valid expenses incurred, for service on the Board. Except as limited by the Member Agency Vote requirements of Article XI, and by the terms of this Agreement, the Board shall have full and plenary authority over CIWW, and over the conduct of CIWW's business and affairs.

Section 2. Initial Composition of Board. The initial Board shall consist of thirteen (13) Trustees, with one Trustee appointed by and representing each of the Founding Agencies, and with DMWW entitled to appoint and be represented by one Additional Trustee by application of the additional Trustee provision of Section 4 of this Article. It is intended that water systems served by Member Agencies under Sections 14, 15, and 16 of Article IV shall be represented on the Board only by the Trustee(s) appointed by the Member Agency providing service to such water systems.

Section 3. Size of Board. The number of Trustees shall always be equal to the number of Member Agencies of CIWW plus one or more Additional Trustees based on population served as provided in Section 4 of this Article.

Section 4. Additional Trustees. In addition to the one Trustee representative provided for each Member Agency, any Member Agency that serves areas with a total population in excess of one hundred thousand (100,000) persons shall be entitled to one additional Trustee representative (an "Additional Trustee"). The Additional Trustee shall be identified as such by the appointing authority at the time of appointment. Population shall be determined on the basis of the most recently available United States Census data, including any United States Census estimates that are issued after the last decennial United States Census. For the purposes of this Section, the

area served by a Member Agency shall include the areas directly served by the distribution system of the Member Agency, and the area served by the Member Agency under Sections 14, 15 and 16 of Article IV.

Section 5. Board Appointments and Terms. Each Trustee, including any Additional Trustee, shall be appointed by the Member Agency being represented. In the case of a Member Agency that is a city utility governed by the City Council, the appointment shall be made by the mayor of the City, subject to approval of its City Council. In the case of any other Member Agency, including Board-governed city utilities, the appointment shall be made by resolution of its governing body. Trustees shall serve three (3) year staggered terms or until their replacement is appointed. For the purpose of providing staggered terms, the Board shall be divided into three classes of equal size, or as nearly equal size as possible, with terms expiring on a staggered basis. The initial staggered terms of the Trustees representing the Founding Agencies shall be established by division of the Board into three classes that are assigned by lot at the first meeting of the Board after the Effective Date, subject to the requirement that the regular Trustee representing any Member Agency and any Additional Trustee representing such Member Agency shall be assigned to different classes. Upon the occurrence of any vacancy on the Board for any reason, the Member Agency being represented shall appoint a replacement for the unexpired term of the vacant position. Trustees may be appointed for any number of terms in the discretion of the appointing Member Agency. When a New Member Agency is admitted under this Agreement, the New Member Agency shall appoint a Trustee, and if applicable an Additional Trustee, to represent it, with each such Trustee assigned to a class by resolution of the Board.

Section 6. Board Alternates. Each Member Agency may at any time appoint an alternate, on a temporary or permanent basis, to any Trustee or Additional Trustee appointed by such Member Agency. The Member Agency may remove or replace any appointed alternate at any time. The appointment of an alternate to a Trustee or Additional Trustee at any time shall supersede and replace any prior appointments of an alternate. All appointments of alternates shall be made by resolution of the governing body of the Member Agency and communicated to the Secretary of the Board. Alternates shall be entitled to all information provided to, and notices given to, Trustees and Additional Trustees, and may attend any open session of the Board as an observer. An alternate to a Trustee or Additional Trustee shall vote and participate in any meeting of the Board in the place of such Trustee or Additional Trustee at any meeting where such Trustee or Additional Trustee is absent, but shall otherwise have no Board vote, and shall otherwise have no right or power to participate in Board discussions, deliberations, or actions except as recognized by the Chair of the Board.

Section 7. Removal. Any Trustee may be removed by the appointing Member Agency at any time for any reason or for no reason. Any Trustee may also be removed for cause by vote of the Board. Any such removal shall create a vacancy to be filled as provided in Section 5 of this Article. Any Trustee removed for cause by vote of the Board shall not be eligible for re-appointment.

Section 8. Effect of Withdrawal of Member Agency on Board. If any Member Agency withdraws from membership in CIWW or is for any other reason no longer a Member Agency, the size of the Board shall be automatically reduced and any Trustee representing the departed Member

Agency, shall be deemed to no longer serve on the Board effective as of the date of the Member Agency's withdrawal or departure.

Section 9. Quorum. The presence of at least a majority of the duly appointed and acting Trustees, including Additional Trustees, shall constitute a quorum required to be present to convene a meeting of the Board and for the conduct of its business. The Chair shall determine whether a quorum exists, shall cause the names of the Trustees present to be entered into the meeting minutes, and shall call the meeting to order if a quorum exists. A quorum for a weighted vote shall require the presence of Trustees representing at least three Member Agencies as well as Trustees representing a majority of the weighted vote allocation described in Section 11(d) of this Article.

Section 10. Voting. Except as provided in Section 11 of this Article, each Trustee, including each Additional Trustee, shall have one (1) vote, and the majority vote of the Trustees present and voting, if a quorum is established, shall prevail on any vote. No vote shall be taken without a quorum of the Board being present. The Chair, or in the Chair's absence the Vice-Chair, of the Board shall be entitled to vote and participate in discussion, but shall not make or second a motion.

Section 11. Weighted Voting by Board.

- (a) Approval and issuance of Bonds shall be considered by the Board on a weighted vote, as described in subsection (d) hereof. An affirmative vote of a majority of the Trustees of the Board, on a weighted basis, shall be required on all Board actions relating to Bond issuances hereunder (other than as provided in Article XVII, Section 3).
- (b) Trustees representing any two (2) or more Member Agencies may request a weighted vote on any of the following matters that come before the Board for action:
 - (i) Any proposal to the Member Agencies to amend or terminate this Agreement or to amend any Schedules to be submitted for Member Agency vote under Article XX;
 - (ii) Any Board action to update or amend the Board Modifiable Schedules as defined in Section 2 of Article XX;
 - (iii) Admission of New Member Agencies and the terms thereof under Article XII;
 - (iv) Adoption of the Initial Budget under Section 2 of Article XV;
 - (v) Adoption of each Annual Budget under Article XV, or any amendment to an approved Annual Budget;
 - (vi) Setting of rates and charges payable by Member Agencies;
 - (vii) Adoption of the initial Long Range Plan under Article VII;
 - (viii) Any modification of the Long Range Plan under Article VII;

- (ix) Adoption of any CIWW Capital Plan or modification to the CIWW Capital Plan under Article XV, including without limitation adoption of the Initial CIWW Capital Plan or any Capital Call;
 - (x) Issuance of any Emergency Member Agency Assessments under Section 5 of Article XV;
 - (xi) Adoption or amendment to the Bylaws;
 - (xii) Declaration of Default of a Member Agency under Article XXIII;
 - (xiii) Hiring or terminating the Executive Director, Legal Counsel, or Third-Party Fiduciary;
 - (xiv) Removal of a Trustee for cause;
 - (xv) Any Amendment to the CIWW Water Shortage Plan; or
 - (xvi) Determination of any issues pertaining to the meaning or application of the definition of Water Supply Activity, Water Distribution Activity, Water Supply Facility or Water Distribution Facility.
- (c) No action on any matter listed in Subsection (b) of this Section that is eligible for a request for weighted vote shall be considered by the Board at any meeting unless the matter is placed on the Agenda of the Board prior to the meeting and written notice of such agenda item is given at least five (5) days before the meeting to all Trustees. A request for weighted vote must be made by the requisite number of Trustees before the vote on the matter that is the subject of such request. Upon any timely request, any Board action on such matter shall be suspended, and the Board will hold a weighted vote on the matter subject to such request at its next meeting. Notwithstanding the foregoing, action on any Emergency Member Agency Assessments may be taken immediately at the meeting when proposed provided any required notice thereof is given in writing to each Member Agency.
- (d) For purposes of weighted voting, the full voting power of the Board shall be proportionately allocated and assigned among the Trustees representing the Member Agencies, excluding any Additional Trustees, on the basis of the average of the Annual Demand as set forth in Schedule I-2, but excluding demand attributable to wholesale customers that continue to be served by DMWW under the Purchased Capacity Master Agreement, as updated for the immediately preceding five (5) full calendar years preceding the date of the vote. The allocation shall be recomputed when New Member Agencies are admitted, and shall be recomputed each year based upon the total Annual Demand of each Member Agency for the five (5) full calendar years preceding the vote. Votes representing a majority of the “weighted vote allocation” hereunder plus the votes of Trustees representing at least three (3) Member Agencies shall be required to approve Board actions subject to weighted voting under Subsection (b) of this Section. The agenda for any meeting where action will be taken to approve item(s) subject to weighted vote shall include a statement relating to the weighted vote requirement for each such item.

- (e) The weighted voting power of a Trustee representing any New Member Agency admitted after the Effective Date shall be based on a transition formula based upon actual or expected Annual Demand established by the Board at the time of its admission.
- (f) In the case of a Board action requiring a weighted vote, the minutes shall reflect the item(s) subject to a weighted vote, and record the specific votes of each Trustee for the Member Agencies on the Board.

Section 12. Meetings of Board.

- (a) Regular meetings shall be held at least monthly at the place, day and hour set forth in a schedule of regular meetings for the following year that is approved by the Board at or before its Annual Meeting each year. The regular meeting of the Board in December of each year shall be the Annual Meeting. A copy of the agenda and all materials to be considered at each meeting of the Board shall be mailed, e-mailed, or delivered to each Trustee and to the elected official or administrator designated by each Member Agency to receive notice hereunder, at least two (2) days prior to the meeting, or such longer period as may otherwise be set forth in the Bylaws.
- (b) Special meetings of the Board, for any purpose or purposes consistent with this Agreement may be called by the Chair and shall be called by the Chair at the request of any two Member Agencies. The requirements of subsection (a) of this Section shall apply except that the notice of any special meeting shall be given not less than five (5) nor more than twenty (20) days prior to the date of the special meeting.
- (c) Notices under this section shall be deemed given upon actual delivery of a written notice, or by actual delivery of an e-mail, or three (3) days after deposit in the United States mail.
- (d) All meetings of the Board shall be public meetings to the extent required by Chapter 21, Iowa Code, or any successor laws, as the same may be amended or supplemented in the future, and such rules of order as the presiding officer shall determine. Proceedings of the Board shall be published as provided by Section 28E.6(3), Iowa Code or other applicable law.

Section 13. Bylaws. The Board may adopt bylaws relating to its proceedings, the conduct of the affairs of CIWW, and the terms of service for water provided to Member Agencies that are not inconsistent with this Agreement. Such bylaws may be adopted, and may be amended or repealed, by vote under this Article, provided that such Bylaws or proposed amendment or repeal of such Bylaws, was presented in writing at a prior regular meeting of the Board, and provided that notice of the impending vote thereon is contained in the meeting notice and agenda of the meeting at which such vote is to be taken. In the event of conflict between the provisions of the bylaws and the provisions of this Agreement, the provisions of this Agreement shall prevail.

ARTICLE IX. OFFICERS OF BOARD

Section 1. Number and Term. The officers of the Board shall be the Chair, the Vice-Chair and the Secretary, each of whom shall be elected from among the members of the Board by vote of the Board at an Annual Meeting of the Board to serve for the following two calendar years. Each of the officers shall be a representative of a different Member Agency. Officers shall be elected for a two-year term, with a possible second term available. In no event shall a person hold one specific officer position for more than two (2) consecutive terms. Provided, however, that an officer chosen to fill a vacancy shall be entitled to serve two (2) full consecutive terms after completion of the term filling the vacancy.

Section 2. Duties of Chair. The Chair shall preside at all meetings of the Board. The Chair, or the Vice-Chair in the absence of the Chair, shall sign any instruments that the Board has authorized to be executed, except in cases where the signing of instruments shall be required by law to be otherwise signed or executed, or where the resolution of the Board authorizes the signing of such instrument by another person.

Section 3. Duties of Vice-Chair. In the absence of the Chair, or in the event of the death, inability to act, or refusal to act by the Chair, as directed by the Board, the Vice-Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon that office.

Section 4. Duties of Secretary. The Secretary shall have the following duties and responsibilities, any or all of which may be delegated or assigned by Board resolution to one or more Board clerks or assistant secretaries who need not be Trustees or representatives of Member Agencies:

- (a) The taking and preservation of minutes of the meetings of the Board;
- (b) The giving of all notices in accordance with this Agreement, any Bylaws, as directed by the Board, or required by law;
- (c) Acting as custodian of the records of CIWW;
- (d) Signing and certification of documents and instruments authorized by the Board or by law;
- (e) Keeping a current registry of the names and addresses of Trustees, the Member Agencies, and the officer of each Member Agency designated to receive notices.

Section 5. Election. The Trustees serving on the Board shall elect the Board Officers. The Nominating Committee shall select and offer nominations for each office at the Board's Annual Meeting. Nominations for the officer positions shall also be accepted from the Trustees present at that Annual Meeting. All nominees, including those offered by the Nominating Committee, must receive a second for the nomination to be considered a candidate and voted on for said office.

Section 6. Vacancy. Each officer shall hold office until his or her successor has been elected. A vacancy in the office of Chair, Vice-Chair, or Secretary shall be filled by the Board for the unexpired portion of the term.

ARTICLE X. COMMITTEES OF BOARD

Section 1. Executive Committee.

- (a) An Executive Committee is established for the purposes of reviewing and advising on policy issues at the request of the Executive Director or the Board and making recommendations to the Executive Director, and of making recommendations to the Board regarding the appointment of the Executive Director and thereafter periodically reviewing the performance of the Executive Director and to otherwise assist and advise the Board and the Executive Director. The Executive Committee shall be chaired by the Board Chair. Members of the Executive Committee shall be appointed by action of the Board each year at the Annual Meeting of the Board, consistent with the following provisions.
- (b) For the first three (3) full calendar years after the Effective Date, the Executive Committee shall be comprised of (i) the current Chair, (ii) a Trustee representing DMWW unless it is already represented on the Executive Committee, (iii) a Trustee representing WDMWW unless it is already represented on the Executive Committee; (iv) a Trustee representing UWU unless it is already represented on the Executive Committee; (v) the most recently presiding Chair prior to the current Chair who remains a current Trustee, if applicable; and (vi) one (1) additional Trustee selected at-large. The foregoing provision notwithstanding, at no time shall the membership of the Executive Committee equal or exceed the quorum for the full Board. If the size of the Executive Committee must be reduced to meet this condition, the membership of the Executive Committee shall be reduced by eliminating one or more categories named above in reverse order as named above, that is category (vi), then (v) and so on.
- (c) After the first three (3) full calendar years, the Executive Committee shall be comprised of (i) the current Chair; (ii) the most recently presiding Chair prior to the current Chair who remains a current Trustee; (iii) three (3) additional Trustees representing Member Agencies with the highest Annual Demand over the preceding five (5) -year period unless those Trustees are already represented on the Committee; and (iv) one additional Trustee representing the otherwise unrepresented Member Agencies. The foregoing notwithstanding, at no time shall the membership of the Executive Committee equal or exceed the quorum for the full Board. If the size of the Executive Committee must be reduced to meet this condition, the number of committee members in category (iii) shall be reduced as required to meet this condition, by eliminating the representative of the Member Agency under Subsection (c)(iii) with the lowest Annual Demand followed by the next lowest, and so on.

- (d) The Executive Committee shall meet at the call of the Board Chair or at the request of the Executive Director to fulfill its purposes as set forth herein and such other duties as may be assigned to the Executive Committee by resolution of the Board. Member Agencies shall all be provided at least two (2) days' advance notice of, and an Agenda for, all meetings of the Executive Committee.

Section 2. Long Range Planning and Capital Improvements Committee.

- (a) A Long Range Planning and Capital Improvements Committee is established to provide planning and technical advice and recommendations to the Board with respect to planning and capital, including but not limited to: (i) adoption and modification of the CIWW Long Range Plan under Article VII, and the CIWW Capital Plan under Article XV; (ii) planning for modifications, or additions to, source water and water treatment facilities and timeline(s) for potential construction; and (iii) such other duties requiring technical, or business expertise as may be assigned by Board resolution.
- (b) The Long Range Planning and Capital Improvements Committee shall be comprised of one individual appointed by each Member Agency, who may be, but is not required to be a Trustee representing such Member Agency, but who shall be an individual familiar with the current and long-range drinking water requirements of the Member Agency and with regional assets and infrastructure. Each Member Agency may also appoint an alternate representative. The Long Range Planning and Capital Improvements Committee shall include the Executive Director or his or her designee who shall not be a voting member of the Committee.
- (c) The Long Range Planning and Capital Improvements Committee shall be chaired by a member of the Committee elected by the voting Members of the Committee. The Long Range Planning and Capital Improvements Committee shall meet in accordance with a meeting schedule approved by the Committee, at the call of the Chair of the Committee, or at the direction of the Board.

Section 3. Finance & Audit Committee.

- (a) A Finance & Audit Committee is hereby established for the purposes of reviewing issues and items referred to it by the Board. In addition, the Finance & Audit Committee shall make recommendations to the Board on the following: (i) finances, budgets, and budget amendments; (ii) audits of CIWW finances and CIWW records; (iii) rates and charges to Member Agencies; and (iv) such other duties as may be assigned by Board resolution.
- (b) Members of the Finance & Audit Committee shall be appointed annually by the Board Chair at the Annual Meeting. The Membership of the Committee shall not equal or exceed the number constituting a quorum for the full Board. The Finance & Audit Committee shall include the Executive Director or his or her designee, and

contracted Third-Party Advisors of the Board, neither of which will be a voting member of the Committee. The Finance & Audit Committee shall be chaired by a voting member of the Committee elected by vote of the voting members of the Committee.

- (c) The Finance & Audit Committee shall meet in accordance with a meeting schedule approved by the Committee, at the call of the Chair of the Committee, or at the direction of the Board.

Section 4. Nominating Committee. A Nominating Committee, consisting of at least three (3) Trustees, is established for the purpose of selecting and offering nominations for election to each office of the Board at the Annual Meeting of the Board. Members of the Nominating Committee shall be appointed by the Chair, with the appointments announced at a regular Board meeting held at least three (3) months prior to the Annual Meeting of the Board. The Nominating Committee shall be chaired by a Committee member selected by the members of the Nominating Committee.

Section 5. Technical Committee.

- (a) A Technical Committee is hereby established to provide technical advice or recommendations to the Board in areas requiring technical, business, or operation expertise, including but not limited to:
 - (i) Determination of each Member Agency's water consumption, including its Annual Demand, Max Day Demand, average day demand, and average consumption over a specified number of consecutive years (e.g., 3 or 5 years);
 - (ii) Computation of updates to Schedule I-2 as soon as may be practical annually after the end of each calendar year;
 - (iii) Determination of designs for all capacity enhancements to be constructed by, or at the request and cost of, CIWW;
 - (iv) Recommendations regarding capacity enhancements or other improvements proposed by one or more Member Agencies or any proposed new Prospective Member Agencies;
 - (v) Determining the population served by each Member Agency for purposes of Section 4 of Article VIII;
 - (vi) Review of the operational sufficiency of the preliminary budget proposed by the Executive Director each year;
 - (vii) Review and recommendations to the Board regarding the meaning or application of the definitions of Water Supply Activity, Water Distribution Activity, Water Supply Facility or Water Distribution Facility;
 - (viii) Monitor effectiveness of, and compliance with the CIWW Water Shortage Plan and advise the Board with respect to amendments thereto as needed;

- (ix) Monitor the usage by each Member Agency of shared transmission mains and pumping stations in comparison to the capacity assigned to each Member Agency under applicable agreements and recommend solutions required to remediate any excess usage and resulting detriment to other Member Agencies; and
 - (x) Duties as outlined in this Agreement, and such other duties requiring technical or business expertise as may be assigned by Board resolution.
- (b) The Technical Committee shall be comprised of one (1) individual appointed by each Member Agency, who may be, but is not required to be a Trustee representing such Member Agency, but who shall be an individual familiar with the Member Agency's local distribution or business operations. Each Member Agency may also appoint an alternate representative. The Technical Committee shall include the Executive Director or his or her designee, who shall not be a voting member of the Technical Committee. Each Member Agency is entitled to one vote on the Technical Committee to be cast either by the appointed individual or alternate.
- (c) The voting members of the Technical Committee shall elect a chair. The Technical Committee shall meet in accordance with a meeting schedule approved by the committee, at the call of the chair of the Committee, or at the direction of the Board.

Section 6. Other Committees. By resolution, the Board may designate two (2) or more Trustees or other persons to constitute a committee. Such committee shall, if authorized by resolution of the Board, provide advice and recommendations to the Board or otherwise act pursuant to the authority delegated by the Board resolution. The designation of such committees shall not relieve the Board of any responsibility unless such responsibility is specifically delegated to the committee by Board resolution. Meetings of such committees may be held at such time and place as the committees or Board may fix from time to time.

ARTICLE XI. MEMBER AGENCY VOTE

Section 1. Member Agency Votes. The matters set forth in Section 2 of this Article XI shall require a vote of the Member Agencies by written ballot before going into effect. Each Member Agency will have one (1) vote on each matter requiring a Member Agency vote under this Agreement.

Section 2. Requirement for Member Agency Vote. The following matters adopted or proposed by the Board shall require a vote of the Member Agencies to be effective:

- (a) Any proposal adopted by the Board to amend or terminate this Agreement, except updates or amendments to the Board Modifiable Schedules as defined in Section 2 of Article XX may be approved by the Board without Member Agency vote;
- (b) Any proposed merger or consolidation of CIWW with any other agency or entity or any sale of all, or substantially all, of the assets of CIWW; and

- (c) Any matter regarding Bonds that, in the opinion of bond counsel to CIWW, requires a vote of the Member Agencies.

Section 3. Vote by Written Ballot. A vote of the Member Agencies shall be conducted by written ballot cast on a form of ballot for each measure coming before the Member Agencies that shall be provided by the Secretary, with such ballots cast required to be received by the Secretary within thirty-one (31) days of dispatch to the Member Agency. Member Agency votes shall be cast solely at the direction of the governing body of the Member Agency pursuant to a resolution of such governing body. Multiple measures may be submitted on a single form of ballot, provided that the ability to vote for or against each separate matter is preserved.

Section 4. Vote Required for Member Action. The affirmative vote of not less than a majority of the votes entitled to be cast by Member Agencies shall be required for approval or adoption of any matter coming before the Member Agencies for vote regardless of the actual total number of votes cast, except that a vote to terminate this Agreement, or a vote to amend this Agreement that effectively terminates this Agreement shall require the affirmative vote of two-thirds (2/3) of all Member Agencies as provided in Section 1 of Article XX, and the required vote on bond matters shall be as specified in Article XVII.

ARTICLE XII. ADMISSION OF NEW MEMBER AGENCIES

Section 1. Admission of Additional Member Agencies. During the term of this Agreement, one or more additional qualified public entities meeting the definition of a public water supply system in Chapter 455B, Iowa Code, (“Prospective Member Agency”) may be admitted to membership as a Member Agency within the meaning of this Agreement, and thereby become entitled to, and subject to, all of the benefits and obligations of this Agreement. To be qualified for membership the Prospective Member Agency must be a political subdivision of the state, licensed as a public water supply entity within the geographic area that it is physically practical for CIWW to serve and that either CIWW has the capacity to serve, or CIWW and the Prospective Member Agency have agreed to the financing and construction of the Capacity Expansion Project necessary to provide additional capacity, with costs allocated to said Prospective Member Agency in accordance with Section 7 of Article V of this Agreement.

Section 2. Application for Membership. Any qualified public entity may apply for membership in CIWW by submitting a request for membership addressed to the Board. Upon receipt of any such request, the Executive Director, the Executive Committee, and the Technical Committee shall investigate such request, and each shall make their recommendations to the Board regarding the application as promptly as circumstances reasonably permit. The Prospective Member Agency shall pay an application fee in an amount determined by the Board that is sufficient to cover the actual costs incurred by CIWW to review such application. The Board shall approve or reject each application for membership, upon confirmation of conditions of membership. The Prospective Member Agency shall be required to comply with any and all legal requirements, including but not limited to notice and public hearing(s) required for any asset transfer, prior to becoming a New Member Agency.

Section 3. Conditions of Membership. The Board shall specify conditions of admission to membership for each Prospective Member Agency, which conditions shall include:

- (a) The amount of the Prospective Member Agency's initial capital contribution;
- (b) The new Prospective Member Agency's initial Allocated Capacity, and the payment or payments required to be made for such capacity, if any;
- (c) The adoption of resolutions by the governing body of the Prospective Member Agency: (i) authorizing its joinder in this Agreement, (ii) accepting all terms and conditions of this Agreement, including without limitation the bond resolutions under Article XVII, and (iii) agreeing to any conditions of membership the Board specifies;
- (d) Provisions for the point or points of connection of the Prospective Member Agency to the facilities and sources of supply of CIWW and for the metering or calculation of the quantity of water to be supplied;
- (e) Provisions for dedication of any Water Supply Facilities of the Proposed Member Agency, and for their transfer to CIWW to the extent of benefit to CIWW. New Member Agencies admitted to membership shall be compensated for dedication and transfer of production capacity only to the extent the dedicated and transferred capacity exceeds the New Member Agency's Total Capacity Requirement. The compensation paid for any dedication of production capacity shall be the net book value of the surplus capacity dedicated by the New Member Agency and in substantially the same manner described in Schedule XIII-1;
- (f) The effective date of membership and of operational connection; and
- (g) Any other terms and conditions of membership that the Board deems to be necessary or appropriate.

The financial conditions applied to admission of each Prospective Member Agency shall never be more favorable than the terms which the Founding Agencies received when establishing CIWW. Except as provided in Schedule XII-3, or absent exceptional circumstances, the financial conditions for each Prospective Member Agency shall include a premium to reflect the risk incurred by the Founding Agencies in creating CIWW, and the benefits created by the Founding Agencies in establishing CIWW.

Section 4. Effecting Membership. A Prospective Member Agency approved by the Board for membership shall become a New Member Agency after compliance with any conditions of membership specified by the Board, by authorization of its governing body and execution of an agreement of joinder in this Agreement that is filed as required by Section 28E.8, Iowa Code. Such membership shall be effective as of the date of admission specified by the Board or the date of filing with the Iowa Secretary of State, whichever is later.

Section 5. Effect of Joinder. By signing a joinder to this Agreement, each New Member Agency agrees to all of the terms of this Agreement and covenants to take all steps necessary to meet all of its obligations to CIWW, and to enable CIWW to meet its bond obligations under Article XVII.

ARTICLE XIII. TRANSFER OF ASSETS

Section 1. Acquisition of Designated Water Supply Facilities. As provided in Section 7 of Article IV, CIWW shall acquire the Designated Water Supply Facilities from the Water Producing Member Agencies, UWU, Waukee, and Xenia on the Operational Commencement Date. Each such Member Agency has, or will have as part of the approval of this Agreement, complied with all legal requirements including notices and public hearings necessary for the transfer of the Designated Water Supply Facilities. The consideration to be paid for asset transfers and other terms and conditions of such acquisitions shall be as set forth in Schedule XIII-1 and Schedule IV-7 hereto. Each Member Agency transferring assets shall, except as it may otherwise agree in writing between the Member Agency and CIWW, retain ownership of its office building, but may lease space to CIWW for CIWW's purposes. Except to the extent otherwise described in Schedule IV-7, each Member Agency shall retain ownership of any grounds it makes available for public use for park or recreational purposes, subject to such rights of ingress, egress, and use that CIWW may require to make full use of the Designated Water Supply Facilities. Any alteration of the Member Agency's grounds, including, but not limited to, excavation, in order to access the Designated Water Supply Facilities may only occur after obtaining permission from the affected Member Agency, which shall not be unreasonably withheld. CIWW will be responsible for restoring a Member Agency's property that is altered at CIWW's direction. Each Member Agency reserves the right to control its parks and recreation grounds and to make rules governing park or recreational use of its grounds.

Section 2. Outstanding Obligations Secured by the Transferred Assets. No transfer of assets shall occur under this Article unless: (i) full and adequate provision is made for payment or defeasance of any bonds or other obligations secured by the assets transferred, or full and adequate provision is made for the assumption of said outstanding obligations by CIWW, where permitted, (ii) compliance with all bond covenants required for the transfer of the assets is otherwise established, or (iii) proper consent is obtained such that there will be no default or breach of covenants under any such bonds or obligations. Asset transfers shall be free of all liens and encumbrances, except the reversionary interest provided in Section 3 of this Article. Any assumption by CIWW of outstanding obligations which financed transferred assets will adjust the credit/consideration calculated under Section 1 of this Article in accordance with Schedule XIII-1.

Section 3. Reversionary Interests in Transferred Assets. Each Member Agency that transfers assets under this Article shall retain reversionary interests in the assets, properties and interests transferred by it to CIWW under this Article, under which such assets, properties and interests shall revert and be re-conveyed back to such Member Agency upon any invalidation of this Agreement or upon the expiration or complete termination of this Agreement. The reversionary interest shall not extend to or include any Capacity Expansion under Section 6 of Article V. The reversionary interest shall be recorded as a matter of public record with respect to any of the assets either in the instrument of transfer or in a separate document. Any asset that is used for both Water Distribution Activity by any Member Agency and Water Supply Activity by or on behalf of CIWW by any Operating Contractor at the time of any reversion of assets under this Section shall be deemed a "Dual Use Asset," regardless of when acquired. Dual Use Assets

shall revert to the Member Agency using such asset for Water Distribution Activity upon any invalidation of this Agreement or upon the expiration or complete termination of this Agreement.

Section 4. Funding of Consideration for Asset Transfer. CIWW shall fund cash payments to Member Agencies required for asset transfer through capacity payments from other Member Agencies, including New Member Agencies, under Article V or Article XII, or payments from Member Agencies as set forth in Schedule XIII-1.

ARTICLE XIV. CIWW STAFF, CONSULTANTS, AND MANAGEMENT SUPPORT

Section 1. Staffing. CIWW shall employ an Executive Director selected by the Board who shall be the CEO and General Manager of CIWW and serve at the pleasure of the Board. The Board may elect to engage a qualified firm to provide the Executive Director's services in lieu of hiring an Executive Director.

Section 2. Initial Administrative Support Contract. CIWW and one or more Member Agencies selected by the Board may enter into one or more initial administrative support agreements for a minimum term of three (3) years from the Effective Date. The Member Agency or Member Agencies will provide administrative services to CIWW, and be compensated as set forth in Schedule XIV-2 to this Agreement. The Board may renew the agreements after three (3) years, or retain a different entity to provide administrative support in the Board's full discretion.

Section 3. Third Party Financial Advisor. CIWW shall engage one or more qualified consultants to advise and support the Board in financial matters including budgeting, cost allocation studies, rate setting, indebtedness, and other financial matters as set forth in Schedule XIV-3. The financial advisor or advisors shall have professional responsibility to the Board to advise on a competent and impartial basis.

Section 4. Legal Counsel. CIWW shall select and engage a general counsel ("Legal Counsel") on terms specified by the Board and such special counsel as the Board may from time to time determine.

Section 5. Primary Engineering Consultant. CIWW shall select and engage a primary engineering advisor on terms specified by the Board and such special engineering advisors as the Board may from time to time determine.

Section 6. Other Staff and Contracts. The Board may determine to employ such other staff and engage other consultants and advisors for such purposes and on such terms as it determines to be necessary or appropriate, and may contract with third parties for all necessary or desirable services and may define and enforce applicable parameters and benchmarks for the same.

ARTICLE XV. BUDGET AND CAPITAL PLANS

Section 1. Fiscal Year. CIWW shall operate on a calendar year basis which shall be its fiscal year.

Section 2. Budget and CIWW Capital Plan. The Board shall establish and adopt an Annual Budget and CIWW Capital Plan as governed by a process as set forth herein and within the timeline as provided in Schedule XV-2 as follows:

- (a) Initial Budget and CIWW Capital Plan. On or before the Operational Commencement Date or within twelve (12) months of the Effective Date, whichever first occurs, the Board shall establish an Initial Budget and an Initial CIWW Capital Plan to govern the period from the date of adoption of the Initial Budget to the expected Operational Commencement Date, and for the first fiscal year after the Operational Commencement Date. If the Initial CIWW Capital Plan and Initial Budget indicate a need for an increase in the capital of CIWW to assure that CIWW is able to meet its financial obligations as they become due until commencement of operations and for the first fiscal year thereafter, then the Board shall increase the Initial Capital Contributions specified in Section 9 of Article I and Schedule I-9, and each Member Agency shall make the additional Initial Capital Contributions in accordance therewith, within thirty (30) days of the Board's adoption of the Initial Budget and Initial CIWW Capital Plan.
- (b) Annual Budget and CIWW Capital Planning. The Board shall annually adopt a CIWW Capital Plan and an Annual Budget.
 - (i) CIWW Capital Planning. On or before May 31 of each year, the Executive Director, with the assistance of the Third Party Financial Advisor and input from the Long Range Planning and Capital Improvements Committee and the Member Agencies, shall cause to be prepared and submitted to the Board for approval a five-year CIWW Capital Plan as the Board determines is necessary or appropriate to assure CIWW has adequate capital to achieve the Long Range Plan, and to meet CIWW's financial obligations as they become due.
 - (ii) Annual Budget. On or before August 30 of each year, the Executive Director, with the assistance of the Third Party Financial Advisor and input from the Member Agencies, shall cause to be prepared and submitted to the Board a proposed preliminary CIWW budget for the next fiscal year. The Annual Budget shall specify the expected revenues and operating and capital expenses of CIWW for the fiscal year, and shall make adequate provisions to meet the obligations of CIWW, including Debt Service and compliance with Bond covenants, and adequate provisions for operating reserves, capital reserves, Capacity Expansions, and funding for asset transfers. The Finance and Audit Committee and Technical Committee shall review and may propose revisions to the preliminary budget. The

Executive Director shall revise the preliminary budget based on the committees' reviews. The preliminary budget shall be considered by the Board after a public hearing at a regular Board meeting in November of each year and shall be adopted as the Annual Budget by the Board with such revisions as it deems proper after the November public hearing.

- (c) Modification of CIWW Capital Plan. The Board may vote to modify the Initial CIWW Capital Plan, or any subsequent CIWW Capital Plan, only after providing at least sixty (60) days' written notice to all Member Agencies. A CIWW Capital Plan may provide for a capital call on Member Agencies under Section 3 of this Article.

Section 3. Capital Call on Member Agencies. A CIWW Capital Plan, as adopted or modified under Section 2 of this Article, may provide for a capital call on Member Agencies payable in one or more installments, provided that the payment shall become due at a time that is at least sixty (60) days after the adoption of the CIWW Capital Plan (a "Capital Call"). Any Capital Call shall be allocated among the Member Agencies on the basis of their respective Allocated Capacities at the time of adoption of the Capital Call. Any Capital Call created by a Capital Plan creates a payment obligation for all Member Agencies to be paid according to the terms of the Capital Plan.

Section 4. Return of Capital. Upon admission of each new Member Agency, the Board may, to the extent funds are available for such purpose, provide for a pro-rata return of the capital contributed by each prior Member Agency, plus a deemed rate of return based on any capital premium charged to the New Member Agency. For so long as CIWW shall remain in existence, no Member Agency or former Member Agency shall otherwise be entitled to any return of capital at any time except in accordance with the provisions of the CIWW Capital Plan.

Section 5. Emergency Member Agency Assessments. In the event that unforeseen or exigent circumstances arise such that CIWW's revenues and capital resources are insufficient to allow CIWW to meet its financial obligations as they become due, the Board shall issue one or more "Emergency Member Agency Assessments" to the Member Agencies. Each Member Agency's portion of the Emergency Member Agency Assessment will be based on the Member Agency's pro rata share of the total Allocated Capacity as defined in Schedule V-3, as amended. Each Emergency Member Agency Assessment shall be due and payable within thirty (30) days of adoption of the assessment by the Board. Emergency Member Agency Assessments shall be repaid, without interest, to the Member Agencies when and as the financial condition of CIWW permits. To the extent a shortfall necessitating an Emergency Member Agency Assessment under this section is due to one or more Member Agency's failure to timely pay any of its financial obligations to CIWW, CIWW may reallocate the shortfall to all other Member Agencies on an adjusted pro-rata basis (excluding the non-paying Member Agency's allocation in the calculation). Repayment to Member Agencies who funded the Emergency Member Agency Assessment shall be made from funds received by CIWW upon cure of the delayed payment by, or collection from, the non-paying Member Agency.

Section 6. Annual Budget Certification by Member Agencies. Each Member Agency shall annually certify to CIWW, before the beginning of each Member Agency's fiscal year, that the Member Agency has reviewed the CIWW Annual Budget and imposed sufficient rates and charges, or appropriated other funds, in its own budget sufficient in amount to timely pay its payment obligations to CIWW during the next fiscal year as they become due.

ARTICLE XVI. FUNDS AND ACCOUNTS

Section 1. Funds and Investments. The Board shall establish and maintain appropriate funds and accounts for the purposes set forth in this Agreement. All funds held by the Board shall be accounted for, managed and invested in compliance with Iowa law, including but not limited to, Chapters 12B and 12C, Iowa Code.

Section 2. Annual Audit. An independent auditor selected by the Board will annually audit the financial statements of CIWW. Following the receipt of the audit report, the Board shall deliver a copy of the annual audit to the Member Agencies and shall schedule a meeting of the Board for the purpose of having representatives of the independent auditing firm submit an oral presentation of the audit, and answer questions as may be posed to them by the Board.

ARTICLE XVII. CIWW PROJECT FINANCING; ISSUANCE OF BONDS AND REFUNDING BONDS

Section 1. Project Funding. To the extent the CIWW Annual Budget, as may be amended from time to time, contemplates financing a capital project, each Member Agency shall make specific provision for payment of its allocated share of the financed project, and if sufficient funds are not available to said Member Agency, each shall issue bonds, notes or other obligations as it deems appropriate to fund its allocated share. Financing allocated costs of a capital project, including the issuance of bonds, notes, or other obligations, shall be undertaken by Member Agencies individually, to the extent necessary to capitalize their respective cost allocation, unless the parties have agreed otherwise for CIWW to issue Bonds for said capital project. To the extent such capital project is a Capacity Expansion Project, if CIWW issues Bonds, Debt Service on said Bonds shall be allocated to Member Agencies in accordance with Section 7 of Article V hereof, and collected by CIWW from the affected Member Agencies, along with rates imposed in accordance with Schedule VI-2 hereof. If the capital project is not a Capacity Expansion Project, but rather a Joint Capital Project as defined in Section 9 of Article V for which CIWW issues Bonds, Debt Service on said Bonds will be administered by CIWW within the rates imposed therein for Base Costs and Extra-Capacity Costs.

Section 2. Obligations Authorized. The Board is authorized to issue its Bonds and Refunding Bonds under the authority of Chapter 28F of the Code, as amended, or as otherwise may be authorized by law from time to time for the purposes set forth in this Agreement. The Board also is authorized, in its discretion, to utilize existing reserves or other available funds to pay all or any portion of the costs associated with the financing or refinancing of the acquisition,

construction or expansion of any such water facilities deemed necessary or appropriate, in lieu of issuing Bonds or Refunding Bonds for the same under this Agreement.

Section 3. Member Agency Consent to Issuance.

(a) By their approval and execution of this Agreement, the Founding Agencies hereby consent to and authorize the Board, pursuant to Section 28F.3, Iowa Code, to issue Bonds in one or more series, the aggregate principal amount not to exceed Nine Hundred Million Dollars (\$900,000,000.00) for projects necessary to carry out the purposes of this Agreement, including but not limited to construction of CIWW Water Supply Facilities to effectuate the CIWW Long Range Plan, or the CIWW Capital Plan, each of which may be modified from time to time by the Board. Without limitation, the initial scope of anticipated projects necessary to carry out the purposes of this Agreement is included as Schedule XVII. Such Bonds may be issued and sold by the actions of the Board in multiple series, at such times and from time to time over a period of years, in such amounts, to such purchasers and for such purposes, by either public or private sale, at fixed or variable rates of interest as shall be prevailing at the time of issuance of the Bonds, but which shall not exceed fifteen percent (15%) per annum in any event, with such covenants and terms and in such form and manner as the Board shall determine to be appropriate, in its sole discretion. Each new Member Agency shall provide the same consent and authorization upon joinder in this Agreement.

(b) Included within the Bonds authorized in subsection (a) hereof, the Founding Agencies hereby consent to and authorize the Board, pursuant to Section 28F.10, Iowa Code, which is incorporated herein by this reference, to issue Refunding Bonds for the purpose of refunding or refinancing any of the Bonds during the term of this Agreement. Such Refunding Bonds may be issued and sold by actions of the Board in multiple series, at such times and from time to time over a period of years, in such amounts, to such purchasers by either public or private sale, at such rates of interest as shall be prevailing at the time of issuance of the Refunding Bonds, but which shall not exceed fifteen percent (15%) per annum in any event, with such covenants and terms and for the purpose of refunding or refinancing such series of Bonds as the Board shall determine to be appropriate. Each new Member Agency shall provide the same consent and authorization upon joinder in this Agreement.

(c) To the extent permitted by law, the Board is authorized to and may enter into, amend or terminate, as it determines to be necessary or appropriate, Interest Rate Agreements or other contracts entered into for the benefit of CIWW or for the benefit of any of the holders of the Bonds or Refunding Bonds to facilitate the issuance, sale, resale, purchase, repurchase or payment of any of the Bonds or Refunding Bonds, including bond insurance, letters of credit and liquidity facilities.

Section 4. Not General Obligations. The principal of and interest on all Bonds and Refunding Bonds issued under this Agreement shall be payable solely from and secured by the net revenues of CIWW and from other funds of CIWW lawfully available therefore as provided in Section 28F.5, Iowa Code, or other applicable provisions of law, and the Bonds and Refunding Bonds shall not in any respect be general obligations of the Member Agencies, nor shall the

Member Agencies be in any manner liable by reason of such net revenues or other funds being insufficient to pay the Bonds and Refunding Bonds.

Section 5. Allocations of Debt Service. Following the issuance of the Bonds and Refunding Bonds and for so long as any of the Bonds and Refunding Bonds remain outstanding, the Debt Service thereon shall be allocated to the Member Agencies in accordance with this Agreement, and each Member Agency agrees to pay its share of such Debt Service allocated pursuant to Sections 6 and 7 of Article V, to CIWW at the times set forth in this Agreement. In the event of a failure by a Member Agency to make any payment due to CIWW as required under this section of the Agreement, which failure continues for a period of ten (10) days, the unpaid amount shall bear interest from the date due until paid at a rate equal to twelve percent (12%) per annum (or the maximum rate allowable by Iowa law, whichever is less). Failure to make a required payment which continues for a period of thirty (30) days shall constitute an Event of Default hereunder without further demand by CIWW and be subject to Article XXIII hereof.

Prior to any Bond or Refunding Bond sale, any Member Agency may make a cash payment for its estimated share, allocated in accordance with Section 7(b) or (c) of Article V, of one or more of the Capacity Expansion Project improvements to be financed or refinanced from the specific Bond or Refunding Bond issue. Upon Board acceptance of such Capacity Expansion Project, the Board shall reconcile the Member Agency's cash contribution to its actual share of the project costs as determined under this Agreement. The difference between the Member Agency's actual cost and its cash contribution shall be paid by or to the Member Agency within twelve (12) months.

Section 6. Restriction on Withdrawal. No Member Agency may withdraw or in any way terminate, amend or modify its obligations under this Agreement to the detriment of the holders of CIWW Bonds and CIWW Refunding Bonds while any CIWW Bonds and CIWW Refunding Bonds are outstanding and unpaid, and the provisions of Section 28F.3, Iowa Code, with respect thereto are hereby approved and accepted. Article XXII herein governs the limitations and processes for Member Agency withdrawal.

Section 7. Future Interpretation. The provisions of this Article are intended and shall be construed as to fully invoke the provisions of Chapter 28F, Iowa Code, with respect to the issuance of the Bonds and Refunding Bonds by the Board as described herein, and to reflect the full authorization, consent and agreement of the Member Agencies with respect thereto.

ARTICLE XVIII. ACQUISITION AND DISPOSITION OF PROPERTY

Section 1. Acquisition. In addition to asset transfers under Article XIII, CIWW may acquire such property as it needs to accomplish its purposes by purchase, gift, exchange, transfer, conveyance or otherwise, and shall hold all real, personal and intangible property which it acquires in its own name. To the full extent authorized by law and this Agreement, by authority of chapter 28E's joint exercise of Member Agencies' powers, privileges and authorities, Member Agencies hereby expressly delegate and empower CIWW to acquire real property or an interest therein for a public use or purpose related to CIWW's function by use of the power of eminent domain in accordance with Chapters 6A and 6B, Iowa Code. CIWW is authorized to bring an eminent domain

action in its own name, or CIWW may request a Member Agency to bring such action in its name on behalf of CIWW, provided CIWW shall fully reimburse the Member Agency for all costs of the proceeding, including reasonable attorneys' fees and damages to be paid to the owner of the property being so acquired, and all related administrative and legal expenses. In the event the Board determines not to pay the award made by the compensation commissioners and take possession of the property at the conclusion of the eminent domain proceedings or any appeal thereof, CIWW shall nevertheless reimburse the Member Agency for the costs and expenses, including any attorney fees or damages awarded to the property owner.

Section 2. Disposition. CIWW may dispose of any of its property and shall do so in the same manner as a city under Section 364.7, Iowa Code, provided, however, that any such transfer shall be subject to any rights of reversion provided by this Agreement, unless released or waived by the holder of the right of reversion. CIWW shall provide notice to any purchaser or recipient of CIWW property of any reversionary interests held by a Member Agency. All proceeds from the sale or disposition of property, no matter the origin of such property, shall be the property of CIWW, except for any payment made to any holder of a reversionary interest that is made in exchange for release of such reversionary interest.

ARTICLE XIX. WATER SHORTAGE PLAN

Section 1. Water Shortage Plan. The Water Shortage Plan attached as Schedule XIX-1 is hereby adopted by CIWW effective as of the Operational Commencement Date. Such Water Shortage Plan may be amended by the Board at any time.

Section 2. Adoption of Rules and Ordinances. Member Agencies shall enact water shortage provisions in their respective rules and ordinances to the extent necessary to comply with their obligations under the Water Shortage Plan.

ARTICLE XX. AMENDMENTS TO THIS AGREEMENT

Section 1. Amendments. This Agreement, including its Schedules, may be amended by action of the Board that is confirmed by Member Agency vote under Article XI, except that any amendment that effectively terminates this Agreement shall require the affirmative vote of two-thirds (2/3) of all Member Agencies.

Section 2. Board Modifiable Schedules. Notwithstanding Section 1 of this Article, the following Schedules may be updated or amended by vote of the Board and without a Member Agency vote: Schedule I-2, Schedule I-9, Schedule I-10, Schedule IV-1, Schedule IV-11, Schedule IV-12, Schedule IV-19, Schedule V-3, Schedule XIV-2, Schedule XIV-3, Schedule XV-2, and Schedule XIX-1 (the "Board Modifiable Schedules").

Section 3. Limits on Amendments to Terms and Schedules.

- (a) Notwithstanding Section 1 of this Article, for a period of seven (7) years from the Effective Date, no amendment shall be made without the unanimous consent of the Member Agencies to the following Articles, Sections and Schedules of this Agreement:
 - (i) The following section of Article I Purposes and Establishment of Legal Entity:
 - a. Section 14 Term and Period of Existence
 - (ii) The following section of Article III Limitations of Scope and CIWW Powers and Operations:
 - a. Section 1 Prohibited Activities
 - (iii) The following sections of Article IV CIWW Exclusive Supply Rights and Service Obligations and Transfer of Existing Facilities:
 - a. Section 1 Exclusive Supply Rights
 - b. Section 5 Limitations on Founding Agency Water Supply Activities
 - c. Section 7 Transfer and Operation of Existing Water Supply Facilities
 - d. Section 9 Repair, Replacement, Updating, Improvement and Expansion
 - e. Section 10 Saylorville Water Treatment Plant Expansion
 - f. Section 14 Total Service Agreements
 - g. Section 15 Wholesale Water Service Master Agreement
 - h. Section 16 Other Preexisting and Potential Future Wholesale Relationships
 - i. Section 18 Member Agency Obligations
 - (iv) The following sections of Article V Water Supply Facility Operating Contracts, and Capacity Expansion:
 - a. Section 1 Operating Contracts
 - b. Section 2 Actual Cost Recovery
 - c. Section 3 Initial Capacity Allocations
 - d. Section 4 Saylorville Expansion Capacity Allocations
 - e. Section 5 New Member Agency Allocations
 - f. Section 6 Capacity Expansions
 - g. Section 7 Costs of Member Agency Funded Capacity Expansions
 - (v) The following sections of Article VI Wholesale Rates to Member Agencies:
 - a. Section 1 Rates to Recover Costs
 - b. Section 2 Annual Determination of Revenue Requirement
 - c. Section 3 Volume and Max Day Demand of Member Agencies
 - d. Section 4 Individual Rates
 - e. Section 5 Charges for Excess Consumption
 - (vi) The following sections of Article VIII Governing Board:
 - a. Section 1 Governing Body
 - b. Section 2 Initial Composition of Board
 - c. Section 3 Size of Board

- d. Section 4 Additional Trustees
 - e. Section 11 Weighted Voting by Board
 - (vii) The entirety of Article XIII Transfer of Assets
 - (viii) The following sections of Article XX Amendments to this Agreement:
 - a. Section 1 Amendments
 - b. Section 3 Limits on Amendment to Terms and Schedules
 - (ix) The following section of Article XXII Withdrawal of Member Agencies:
 - a. Section 3 Restrictions and Limitations on Voluntary Withdrawal of Member Agencies
 - (x) The entirety of Article XXIV Extension and Termination of Agreement
 - (xi) The following schedules:
 - a. IV-7 Designated Water Supply Facilities
 - b. V-2 Costs Payable to Water Producing Member Agencies
 - c. V-5 Charges for Future Capacity Allocations
 - d. VI-2 Mandatory Rate Principles
 - e. VI-3 Assumptions Used to Estimate Volume of Unmetered Water Used by DMWW
 - f. VI-5 Charges for Excess Consumption
 - g. XIII-1 Asset Transfer Terms
 - h. XXII-3 Mandatory Exit Payments for Voluntary Termination of Agreement
- (b) Notwithstanding Section 1 of this Article, the Board and Member Agencies may not adopt, nor purport to adopt, any amendment to the Agreement that adversely affects any operating contract rights, asset transfer provisions, or rights of reversion of any Water Producing Member Agency as provided in this Agreement without the affirmative consent of the governing body of the affected Water Producing Member Agency. Affirmative consent for purposes of this section requires a resolution adopted by the governing body of the affected Water Producing Member Agency.

Section 4. Explanation of Amendment. An explanation of the reasons for any proposed amendment requiring a vote of the Member Agencies shall be adopted by the Board and shall be included in the transmission of the proposed amendment to the Member Agencies prior to their vote.

Section 5. Filing and Effectiveness. If any proposed amendment is approved as provided herein, the amendments shall be filed with the Iowa Secretary of State as required by Section 28E.8, Iowa Code, and shall be effective, unless the amendment otherwise provides, upon such filing. Any such amendment shall be binding upon all Member Agencies without further agreement or joinder by any Member Agency.

ARTICLE XXI. BEST EFFORTS/LIMITATION OF LIABILITY/INDEMNITY

Section 1. Disclaimers. The Founding Agencies agree that the Designated Water Supply Facilities and any CIWW facilities designed and constructed for or by CIWW are special purpose facilities. Neither CIWW, the Board, nor any of the Water Producing Member Agencies warrants or guarantees that the facilities existing as of the date of this Agreement or created under this Agreement have been, or will be designed or constructed to function efficiently or accomplish the purpose for which they are used or were designed. CIWW accepts, and shall at the time of asset transfer accept, all of the Designated Water Supply Facilities “as-is” and with all faults. CIWW acknowledges that no representations or warranties have been provided to CIWW regarding the Designated Water Supply Facilities, and CIWW takes such facilities at its own risk.

Section 2. Best Efforts. Each Member Agency agrees to cooperate in good faith with CIWW, the Board, and the other Member Agencies to exercise diligence in performing its obligations hereunder, and to use its best efforts to carry out the provisions of this Agreement. The Board will exercise the judgment that a public body generally exercises in the selection of the design engineer or engineers, letting the construction contracts, and in monitoring the actual construction of any new facilities.

Section 3. No Liability. Neither CIWW nor any Water Producing Member Agency shall be liable to any Member Agency by reason of any failure to provide any water services contemplated by this Agreement, or for any error of judgment on the part of the Board or any Water Producing Member Agency, except for any bad faith or willful disregard for the terms of this Agreement. CIWW agrees to defend and indemnify any Water Producing Member Agency from any claims brought by any Member Agency or any third party related to any failure to provide any water services contemplated by this Agreement, or for any error of judgment on the part of the Board or any Water Producing Member Agency, except for bad faith or willful disregard for the terms of this Agreement. The indemnity provided by this section includes CIWW’s payment of Water Producing Member Agency’s reasonable attorneys’ fees incurred in defending any action or claim.

Section 4. Limitations of Liability. NO PARTY (INCLUDING CIWW) SHALL BE LIABLE TO ANY OTHER PARTY UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR COSTS OF REPLACEMENT CAPITAL, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS SECTION DOES NOT LIMIT THE POWERS OF CIWW WITH RESPECT TO MEMBERS UNDER ARTICLE XV, NOR PRECLUDE ANY AVAILABLE REMEDIES OF CIWW AS TO MEMBERS SET FORTH IN ARTICLE XXIII.

Section 5. Indemnification. Each of the Member Agencies and CIWW (“Indemnifying Party”), to the fullest extent permitted by law, hereby agree to indemnify, defend, pay on behalf of, and hold harmless any other Member Agency and CIWW and their respective elected officials, as appointed officials, agents, employees and volunteers, and others working on behalf of such party (“Indemnitees”), against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys’ fees and

court costs, that may be asserted or claimed against, recovered from or suffered by the Indemnitees by reason of any injury or loss arising out of any wrongful act or omission of the Indemnifying Party, including, but not limited to, bodily injury or death, property damage, including loss of use thereof, and economic damages that arise out of or are in any way connected to this Agreement. No party shall have any right of indemnity for damages or claims proximately caused by its own negligent or intentionally wrongful acts. Each party's agreements and obligations as set forth in this Section are applicable for the duration of and following expiration or termination of this Agreement, regardless of the manner of termination, and notwithstanding other provisions of this Agreement.

ARTICLE XXII. WITHDRAWAL OF MEMBER AGENCIES

Section 1. Duration of Membership. Each Founding Agency and each New Member Agency shall continue its membership until the Member Agency voluntarily terminates its membership herein, as hereafter provided. Any withdrawal by a Member Agency shall not constitute or cause termination of this Agreement.

Section 2. Voluntary Termination of Membership. Subject to the restrictions and limitations of Section 3 of this Article, a Member Agency may voluntarily withdraw from membership in CIWW on not less than five (5) years' written notice to the Board to be effective on the last day of the calendar year after the requisite period of notice has elapsed. In order to withdraw from membership, the governing authority of the Member Agency must adopt a resolution to withdraw, and a certified copy of the resolution to withdraw must be sent to the Board Chair, unless the Chair is a representative from the withdrawing Member Agency, in which case notice must be sent to the Vice-Chair.

Section 3. Restrictions and Limitations on Voluntary Withdrawal of Member Agencies.

- (a) The Member Agencies acknowledge that under current law no Member Agency may withdraw or in any other way terminate, amend or modify its obligations under this Agreement to the detriment of the holders of CIWW's issued Bonds while any of the Bonds are outstanding and unpaid. Accordingly, no withdrawal, termination, amendment, or modification of the obligations of a Member Agency under this Agreement shall be effective unless adequate provision is made in accordance with section 28F.3 for defeasance and/or payment of Member Agency's allocation of issued and outstanding Bonds, including without limitation payment in full of any unpaid Capital Call.
- (b) The Board, in its sole discretion, may require the Member Agency seeking withdrawal from this Agreement to pay to CIWW an amount determined by the Board to be necessary to fully fund the future payment obligations of the Member Agency with respect to Debt Service on all Bonds as allocated to the Member Agency under the provisions of this Agreement or any other future agreement related thereto.

- (c) Any Member Agency that voluntarily withdraws shall pay within thirty (30) days of the effective date of the termination of the Member Agency as a member of this Agreement: (i) a “Mandatory Exit Payment” calculated in the manner prescribed in Schedule XXII-3; (ii) reasonable attorneys’ fees incurred by CIWW related to the Member Agency’s withdrawal; and (iii) any costs incurred by CIWW to disconnect the departing Member from CIWW Water Supply Facilities.
- (d) A Member Agency that voluntarily withdraws from membership and participation in this Agreement relinquishes its rights to previously contributed capital, and to any reversionary interests in any assets transferred to CIWW. Any Member Agency that voluntarily withdraws is not entitled to any interest in any CIWW assets if after the Member Agency voluntarily withdraws, CIWW’s existence terminates as provided in this Agreement. The Member Agency voluntarily withdrawing is not entitled to compensation for the interests relinquished.

ARTICLE XXIII. DEFAULT AND REMEDIES

Section 1. Definition of Event of Default. “Event of Default” as to CIWW or any Member Agency means:

- (a) The failure to make payment as required under this Agreement or perform or observe any obligations or covenants under this Agreement, including without limitation any obligation of or relating to water service or under any Capital Call, except that an Event of Default under this subsection (a), other than a non-payment of debt service allocation as provided in Section 5 of Article XVII, shall not include a delay or failure of payment that is cured within thirty (30) days of a demand for payment, or any other failure of performance that is cured within ninety (90) days of a demand for cure or other corrective action;
- (b) The affirmative repudiation of any obligation of payment or of any covenant of this Agreement, or under any related agreement except that an Event of Default under this subsection (b) shall not include any such action that is cured within thirty (30) days of a demand for cure;
- (c) A receiver is appointed in relation to a Member Agency or CIWW, or in relation to any of the assets of a Member Agency or CIWW;
- (d) A Member Agency or CIWW becomes insolvent, fails or admits in writing its inability generally to pay its debts as they become due;
- (e) A Member Agency or CIWW makes a general assignment, arrangement or composition with or for the benefit of its creditors;

- (f) A Member Agency or CIWW institutes a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights;
- (g) A Member Agency or CIWW has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within ninety (90) days of the institution or presentation thereof.

Section 2. Member Agency Default and CIWW Remedy. Upon the occurrence of an Event of Default as defined in Section 1 of this Article by or attributable to any Member Agency, CIWW may, at the direction of the Board, give the Member Agency notice of default, and after any applicable period of cure has expired:

- (a) Suspend provision of water service to the defaulting Member Agency until such time as Member Agency shall cure the default;
or
- (b) Bring a claim in arbitration for damages under Section 4 of Article XXV, or if CIWW so elects, in one or more actions at law or in equity in the Iowa District Court for Polk County to the extent allowed by Section 5 and 6 of Article XXV; or
- (c) Exercise any other rights and remedies individually or collectively available to it by law or agreement.

Section 3. CIWW Default and Member Remedy. Upon the occurrence of an Event of Default, as defined in Section 1 of this Article by or attributable to CIWW that adversely affects any Member Agency, the Member Agency shall have the right, at the direction of its governing body, to give CIWW notice of default and after any applicable period of cure has expired:

- (a) Terminate its membership under Section 2 of Article XXII, without regard to the five-year notice provided therein, and cancel its contracts with CIWW;
- (b) Commence proceedings for an order of the Court for termination of this Agreement under Section 2(b) of Article XXIV;
- (c) Bring a claim in Arbitration under Section 4 of Article XXV or if the Member Agency so elects, bring one or more actions at law or in equity in the Iowa District Court for Polk County to the extent allowed by Sections 5 and 6 of Article XXV;
- (d) Exercise any other rights and remedies individually or collectively available to it by law or agreement.

ARTICLE XXIV. EXTENSION AND TERMINATION OF AGREEMENT

Section 1. Extension of Term. This Agreement may be extended beyond the termination date specified in Section 14 of Article I for an additional specified term not to exceed forty (40) years by written consent of not less than two-thirds (2/3) of the Member Agencies. Any Member Agencies that do not consent to such extension within ninety (90) days after receiving notice that the requisite number of Member Agencies have consented to the extension shall be deemed to have voluntarily terminated their membership as provided in Section 2 of Article XXII without further notice by such Member Agency, with such termination to be effective as of the date the period of notice expires.

Section 2. Termination Provisions. This Agreement may terminate earlier than the termination date only upon:

- (a) the requisite vote of the Board and the Member Agencies as provided by Article XI; or
- (b) A final order of a court having jurisdiction in an action by a Member Agency after a CIWW default where the Court finds that termination is warranted and in the best interests of the public.

Section 3. Disposal of Assets upon Termination. Upon termination of this Agreement after expiration of the Agreement's term, or for any other reason, the assets of CIWW that have not previously been disposed of by the Board shall, after payment in full of, or making provision for payment in full of all CIWW liabilities, be distributed to the Member Agencies as follows:

- (a) Each Member Agency shall be deemed to acquire, and thereafter to possess ownership interests in the CIWW Water Supply Facilities and assets in which it has a reversionary interest on the date of CIWW's termination. Such ownership by reversion shall be documented and confirmed by deed, assignment, or other conveyance documents issued by CIWW to be effective as of the date of termination. In each case, the ownership interest of a Member Agency in a particular CIWW Water Supply Facility or asset shall be equal to the reversionary interest retained by the Member Agency in the specific CIWW facility or asset, under the terms of this Agreement according to the record of reversionary interests maintained by the Board. Such interest shall be conveyed as a tenancy in common with the other Member Agencies to the extent any particular property or asset has any non-reversionary interests held by CIWW on the date of termination, including without limitation by reason of Capacity Expansions after the Asset Transfer Date.
- (b) Dual Use Assets shall revert to the Operating Contractor using them for Water Distribution purposes as of the date of termination. Any Dual Use Asset used for Water Distribution Purposes by multiple Member Agencies shall revert to such Member Agencies as tenants in common.

- (c) Except to the extent provided in Subsection (a) and Subsection (b) of this Section, all of the other assets and properties of CIWW, including without limitation Capacity Expansions constructed by CIWW after the Asset Transfer Date, shall be distributed to the Member Agencies as tenants in common in proportion to their respective Allocated Capacities as of the date of termination, subject to any reversionary interest of any Member Agency under Subsection (a) of this Section. Such distribution shall be documented and confirmed by deed, assignment, or other conveyance documents issued by CIWW to be effective as of the date of termination.
- (d) The distribution of assets under this Section 3 shall be subject to an equitable interest in favor of each entity that is a Member Agency on the date of termination of this Agreement that entitles each such entity to continue to be served by the output of water produced by the assets on a proportionate basis to the extent of their respective Allocated Capacities. Dual Use Assets shall be subject to an equitable interest in favor of continued use for Water Supply Activity by Member Agencies. Such service entitlement and continued use shall be on reasonable terms and conditions established among the parties by good faith negotiation, or if they fail to so agree, may be enforced by equitable proceedings commenced in the Iowa District Court for Polk County.

ARTICLE XXV. GENERAL

Section 1. Provisions to be Severable. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the invalidity of any such provision shall not affect the other provisions of this Agreement that can be given effect without the provision determined to be invalid, and to that end, the provisions of this Agreement are severable.

Section 2. Insurance. CIWW shall procure and maintain its own insurance to cover applicable risk, including, but not limited to, cyber, property, casualty, and workers' compensation insurance. CIWW shall require all contractors and subcontractors to have and maintain bonds and insurance in applicable contract documents. The insurance maintained by CIWW and the insurance required of contractors and subcontractors to CIWW shall be established by the Board from time to time. Each Member Agency shall procure such insurance covering the Member Agency's risks as the Member Agency may determine. CIWW and each Member Agency waive subrogation for all claims, suits, damages, and demands that are covered by their own insurance, including but not limited to cyber, property, casualty, and workers' compensation insurance.

Section 3. Notices. Notices which CIWW or its Member Agencies are authorized or required to give one another pursuant to this Agreement shall be in writing and may be personally delivered, may be sent by ordinary mail or delivery service to the addresses for such party reflected in the records of CIWW, or may be sent by electronic means, including email. Notice by personal delivery, by delivery service, or by electronic means shall be effective upon actual receipt. Mailed notices shall be effective and deemed to be received by the party to whom directed three (3) days after deposit in the United States mail.

Section 4. Arbitration.

- (a) CIWW and all Member Agencies agree that any challenge to rates or to any modification to the CIWW Capital Plan adopted by action of the Board and approved by the Member Agencies and any claims for money damages arising between or among them with regard to matters within the scope of this Agreement shall be submitted to mandatory, binding arbitration at the request of any party. A request for arbitration must be in the form of a written notice requesting arbitration. Such notice shall identify each disputed matter to be submitted to arbitration. In the absence of agreement by the parties to the contrary, the question or questions to be arbitrated shall be those specified in the notice requesting arbitration.
- (b) If the parties agree, there may be one arbitrator. If they fail to agree on a single arbitrator, there shall be three arbitrators, one named in writing by the party or parties requesting arbitration, one named in writing by the adverse party or parties, and the third chosen by the first two arbitrators so chosen.
- (c) The party or parties requesting arbitration shall choose an arbitrator within ten (10) days following the parties' decision that they will not agree to use one arbitrator. Failure to do so shall be deemed a waiver of its request for arbitration. If the adverse party or parties desire to appoint a different arbitrator, they shall name their arbitrator within ten (10) days following the receipt of notice of the naming of the first arbitrator. The two arbitrators first chosen shall name the third arbitrator within ten (10) days following the selection of the second arbitrator. Extensions of the time periods to select arbitrators shall not be unreasonably withheld if requested prior to the original deadlines above. Should any party refuse or neglect to supply the arbitrators with any papers or information requested in writing by the arbitrators, the arbitrators are empowered to proceed ex parte. The parties shall agree on the rules to govern the conduct of the arbitration, but in the absence of such an agreement, the most recently published commercial arbitration rules of the American Arbitration Association shall be deemed to apply. The arbitrator or arbitrators must provide a minimum of thirty (30) days' notice before the date set for any hearing on the merits of the dispute.
- (d) No one shall be qualified to act as an arbitrator if service in such role would create a conflict of interest. Each arbitrator selected shall be qualified by experience and knowledge of the matter to be submitted to arbitration. Conflicts of interest include, but are not limited to: (i) current service on the board, commission, council, or other governing body of CIWW or any Member Agency that is a party to the dispute; (ii) current employment, either as an employee or independent contractor, by CIWW or any Member Agency; (iii) employment, either as an employee or independent contractor, within the last five (5) years by CIWW or any Member Agency; (iv) any prior participation in negotiations related to the dispute; (v) any direct involvement in the dispute, including as a witness to relevant facts; and (vi) other circumstances that would materially impair the ability of the individual to serve as a neutral arbitrator.

- (e) If there is one arbitrator, the award of the sole arbitrator shall be binding; if three, the agreed upon award of any two shall be binding. The award may be set aside only for reasons permitted under Iowa law.
- (f) The award of the arbitrator or arbitrators shall be in writing and separately state the factual and legal analysis relied upon to reach the decision, and it shall not be open to objection on account of the form of the proceeding or the award.
- (g) The arbitrator or arbitrators may retain special counsel for the purpose of conducting the arbitration proceedings and preparing the arbitration award. In selecting special counsel, the arbitrator or arbitrators may not retain any attorney who has represented CIWW or a Member Agency within the last five (5) years.
- (h) The costs of arbitration and reasonable attorneys' fees for both parties shall be paid by the party requesting arbitration if it does not prevail in said arbitration proceedings. If the party requesting arbitration prevails in the arbitration proceedings, the cost of arbitration shall be shared equally by the parties. Costs of the arbitration include, but are not limited to, fees to the arbitrator or arbitrators, special counsel fees, and any other costs of the proceeding, but excluding reasonable attorneys' fees. If the party requesting arbitration prevails, each party shall be responsible for its own attorneys' fees. Unless CIWW is a party to the arbitration, CIWW will not be liable for any costs or fees related to the arbitration, except CIWW's own reasonable attorneys' fees if such fees are necessary.
- (i) All Member Agencies consent that any award granted through arbitration will be confirmed in the Iowa District Court for Polk County.

Section 5. Specific Performance. In addition to any other remedies available under applicable law, CIWW, the Board, and each Member Agency shall have the right to the equitable remedy of specific performance to enforce compliance with any provision of this Agreement.

Section 6. Actions in Court. Except for disputes covered by Section 4 of this Article XXV requiring arbitration, any Party may bring an action in Court for declaratory relief, for specific performance, or for any equitable remedy. Any such action shall be brought in the Iowa District Court in Polk County. EACH PARTY WAIVES TRIAL BY JURY IN ANY SUCH ACTION.

Section 7. Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages under this Agreement and covenants that it will use reasonable efforts to minimize any damages it may incur as a result of an Event of Default involving any other Party.

Section 8. No Third Party Benefit and Limitation. Neither the provisions of this Agreement nor the provisions of any agreement that CIWW may have with any Member Agency or any other public or private agency shall inure to the benefit of any other entity, or any individual resident, taxpayer, or ratepayer of any Member Agency. Except as expressly provided in this Agreement, neither this Agreement nor any agreement that CIWW may have with any Member Agency or any other public or private agency may be the basis of a claim or cause of action on behalf of any other person or entity against any Member Agency or any of their respective residents, taxpayers, or ratepayers.

Section 9. Entire Agreement. This Agreement, including the Schedules attached hereto, is the entire agreement between the parties respecting the formation and operation of CIWW. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly approved and executed amendment to this Agreement.

Section 10. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

Section 11. Partnership Disclaimer. Nothing in this Agreement is intended nor shall be construed as in any way creating or establishing a partnership between the parties hereto, nor as constituting any party as an agent or representative of the other for any purpose or in any manner, other than as specified herein.

Section 12. Counterparts. This Agreement may be executed in multiple counterparts, each of which so executed shall be deemed to be an original.

Section 13. Force Majeure. No party shall be liable for any failure to perform any or all of the provisions of this Agreement if and to the extent performance has been delayed or prevented by reason of any cause beyond the reasonable control of such party. The expression “cause beyond the reasonable control” and the term “Force Majeure” as used in this Agreement shall mean and be deemed to include, but not be limited to acts, regulations, laws, or restraints imposed by any governmental official or body; wars, hostilities, sabotage, riots, or commotions; acts of God; pandemic; or fires, floods, storms, or lightning.

Section 14. Service Territories. The retail service territories of Member Agencies, and any transfers of retail customers or territories between Member Agencies shall be governed by applicable state and federal statutes, including but not limited to Sections 357A.2 and 357A.21, Iowa Code, and other applicable law, except as they may otherwise expressly agree. Provided, however, in the event of a written agreement between Member Agencies, as identified on Schedule XXV-14 or entered into after the date of this Agreement, the written agreement shall control and nothing in this Agreement shall supersede the agreement between those Member Agencies.

Section 15. Territory Disputes Among Members. Each Member Agency agrees that it will negotiate in good faith with respect to any claims or disputes with other Member Agencies concerning their respective retail service territories and any other water utility operations matters. No Member Agency shall commence any legal action against any other Member Agency to resolve any such claim or dispute unless it has first conducted mediation of such claim or dispute with a neutral mediator selected by the Executive Director for a period of not less than thirty (30) days. The parties to any such mediation shall be deemed to have agreed to the tolling of any applicable statute of limitations during the pendency of any mediation under this provision.

ARTICLE XXVI. DEFINITIONS

Section 1. Definitions. For purposes of this Agreement, the following words and phrases shall have the following meanings:

- (a) “Additional Trustee” is defined in Section 4 of Article VIII.
- (b) “Agreement” shall mean this 28E/28F Agreement, as the same may be amended and supplemented from time to time.
- (c) “Allocated Capacity” is defined in Section 3 of Article V.
- (d) “Annual Budget” is defined in Article XV.
- (e) “ASR” shall mean aquifer storage and recovery.
- (f) “Board” shall mean the CIWW board of trustees created under this Agreement.
- (g) “Board Modifiable Schedules” is defined in Section 2 of Article XX.
- (h) “Bonds” shall mean any and all bonds, notes, loans or lease agreements, interim obligations, or other obligations issued by CIWW as authorized under Chapter 28F, Iowa Code, or any other applicable provision of law, for the purposes authorized under Chapter 28F, Iowa Code, to finance the costs of facilities and improvements to the CIWW Water Supply Facilities described in this Agreement.
- (i) “Capacity Expansion” and “Capacity Expansion Project” are defined in Section 6 of Article V.
- (j) “Capacity Lease Charges” is defined in Schedule VI-5.
- (k) “Capital Contributions” shall mean funds provided to capitalize CIWW by Member Agencies either by Initial Capital Contribution, Capital Call or otherwise.
- (l) “Capital Call” is defined in Section 3 of Article XV.
- (m) “CIWW” means the Central Iowa Water Works entity established and operating as described in this Agreement.
- (n) “CIWW Capital Plan” means any modified capital plan adopted after the Initial CIWW Capital Plan under Section 2 of Article XV.
- (o) “CIWW Long Range Plan” is defined in Section 1 of Article VII.
- (p) “CIWW Water Supply Facilities” means all facilities used by CIWW to produce, store, or transport water.

- (q) “Core Network” means the system of Water Supply Facilities created and owned by DMWW as defined in the Purchased Capacity Master Agreement that is included in the assets to be transferred under this Agreement, and any additions made thereto and expansions constructed after the Operational Commencement Date.
- (r) “Debt Service” means the aggregate annual principal (whether at maturity or pursuant to sinking fund redemption requirements), interest and other payments (including insurance costs, liquidity charges, letter of credit fees, auction agent and remarketing fees and broker-dealer fees) allocated to Member Agencies in connection with outstanding Bonds or Refunding Bonds of CIWW, or other debt obligations of CIWW for the period or periods in question; provided however, that payments on Bonds which have been advance refunded and defeased shall be excluded, as shall payments on Bonds which are to be made from capitalized interest or from other funds escrowed or deposited with a third party and pledged exclusively to the repayment of said Bonds.
- (s) “Designated Water Supply Facilities” is defined in Section 7 of Article IV.
- (t) “Dual Use Asset” is defined in Section 3 of Article XIII.
- (u) “Effective Date” is defined in Section 12 of Article I.
- (v) “Emergency Member Agency Assessments” is defined in Section 5 of Article XV.
- (w) “Event of Default” is defined in Section 1 of Article XXIII.
- (x) “Excess Consumption” is defined in Section 5 of Article VI.
- (y) “Executive Director” means the CEO and General Manager of CIWW, selected as provided in Section 1 of Article XIV.
- (z) “Force Majeure” is defined in Section 13 of Article XXV.
- (aa) “Founding Agencies” is defined in the Preamble to the Agreement.
- (bb) “Indemnifying Party” is defined in Section 5 of Article XXI.
- (cc) “Indemnitees” is defined in Section 5 of Article XXI.
- (dd) “Initial Budget” is defined in Section 2 of Article XV.
- (ee) “Initial Capital Contributions” is defined in Section 9 of Article I.
- (ff) “Initial CIWW Capital Plan” is defined in Section 2 of Article XV.

- (gg) “Interest Rate Agreement” means, to the extent permitted by applicable law, an interest rate swap or exchange agreement, an agreement establishing an interest rate floor or ceiling or both (including options to enter into or cancel the agreement or to reverse or extend the agreement), currency exchange, cap, collar, forward, hedge or similar agreement entered into by the Board to moderate or manage the interest rate or exchange rate risk respecting any of the Bonds or Refunding Bonds.
- (hh) “Iowa Code” shall mean the Code of Iowa (2023), as the same may be amended and supplemented from time to time.
- (ii) “Joint Capital Project” is defined in Section 9 of Article V.
- (jj) “Legal Counsel” is defined in Section 4 of Article XIV.
- (kk) “Mandatory Exit Payment” is defined in Section 3 of Article XXII.
- (ll) “Member Agency / Member Agencies” is defined in Section 4 of Article I.
- (mm) “New Member Agency” is defined in Section 4 of Article I.
- (nn) “Operational Commencement Date” is defined in Section 13 of Article I.
- (oo) “Prospective Member Agency” is defined in Section 1 of Article XII.
- (pp) “Purchased Capacity Master Agreement” is defined in Section 15 of Article IV.
- (qq) “Refunding Bonds” means any bonds, notes, loan agreements or other obligations issued by CIWW for the purposes of refunding any of the Bonds under the provisions of Article XVII, Section 3(b) hereof.
- (rr) “Revenue Requirements” is defined in Section 1 of Article VI.
- (ss) “Total Service Agreement” is defined in Section 14 of Article IV.
- (tt) “Water Distribution Activity” is defined in Section 2 of Article IV.
- (uu) “Water Distribution Facilities” is defined in Section 3 of Article IV.
- (vv) “Water Producing Member Agency” and “Water Producing Member Agencies” are defined in Section 7 of Article IV.
- (ww) “Water Supply Activity” is defined in Section 2 of Article IV.
- (xx) “Water Supply Facilities” is defined in Section 3 of Article IV.

Additional terms defined in the Schedules have the meaning assigned in the Schedules.

ARTICLE XXVII. EXECUTION OF AGREEMENT

Section 1. Passage of Resolution. A Founding Agency or other Member Agency shall become a party hereto by the passage of a resolution by its governing body approving this Agreement and authorizing execution of the same by its officers. This Agreement shall become effective upon such approval, and execution of a counterpart by all of the Founding Agencies and filing of the executed Agreement as required by law.

Section 2. Signature Pages. Each Founding Agency approving this Agreement shall execute the separate signature page provided for it. The parties authorize counsel to any Founding Agency to assemble the signature pages of all signatory parties and to append them to copies of this Agreement for filing with the Iowa Secretary of State.

[Signature Pages Follow]

BOARD OF WATER WORKS TRUSTEES OF
THE CITY OF DES MOINES, IOWA

By: _____
Andrea Bolton, Board Chairperson

ATTEST:

Ted Corrigan, CEO and General Manager

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this _____ day of _____, 202____, before me, a Notary Public in and for the State of Iowa, personally appeared Andrea Bolton and Ted Corrigan to me personally known, and, who being by me duly sworn, did say that they are the Board Chairperson and the CEO and General Manager of the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, IOWA, that no seal has been procured by the entity; that the attached instrument was signed on behalf of the said entity by authority of its Board as contained in the resolution adopted by the Board on the ____ day of _____, 202____, and that Andrea Bolton and Ted Corrigan acknowledged the execution of the instrument to be the voluntary act and deed of the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, IOWA, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

BOARD OF WATER WORKS TRUSTEES OF
THE CITY OF WEST DES MOINES, IOWA

By: _____
Scott Brennan, Chair

ATTEST:

Christina Murphy, General Manager and Secretary

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this _____ day of _____, 202____, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____ to me personally known, and, who being by me duly sworn, did say that they are the Board Chair and the Secretary of the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF WEST DES MOINES, IOWA, that no seal has been procured by the entity; that the attached instrument was signed on behalf of the said entity by authority of its Board as contained in the resolution adopted by the Board on the ____ day of _____, 202____, and that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF WEST DES MOINES, IOWA, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF URBANDALE WATER UTILITY
BOARD OF TRUSTEES

By: _____
_____, Board Chairperson

ATTEST:

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this _____ day of _____, 202____, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____ to me personally known, and, who being by me duly sworn, did say that they are the Board Chairperson and the _____ of the CITY OF URBANDALE WATER UTILITY BOARD OF TRUSTEES, that no seal has been procured by the entity; that the attached instrument was signed on behalf of the said entity by authority of its Board as contained in the resolution adopted by the Board on the ____ day of _____, 202____, and that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the CITY OF URBANDALE WATER UTILITY BOARD OF TRUSTEES, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF ANKENY, IOWA

(SEAL)

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 202____, before a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the CITY OF ANKENY, IOWA, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF CLIVE, IOWA

(SEAL)

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 202____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Edwards and Matthew D. Graham, 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 CLIVE, 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 _____, 202____, and that John Edwards and Matthew D. Graham 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

CITY OF JOHNSTON, IOWA

(SEAL)

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 202____, before a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the CITY OF JOHNSTON, IOWA, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF GRIMES, IOWA

(SEAL)

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 202____, before a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the CITY OF GRIMES, IOWA, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF NORWALK, IOWA

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 202____, before a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the CITY OF NORWALK, IOWA, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF POLK CITY, IOWA

(SEAL)

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 202____, before a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the CITY OF POLK CITY, IOWA, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF WAUKEE, IOWA

(SEAL)

By: _____
Courtney Clark, Mayor

ATTEST:

Rebecca D. Schuett, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 202____, before a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the CITY OF WAUKEE, IOWA, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

WARREN WATER DISTRICT

(SEAL)

By: _____

ATTEST:

By: _____

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 202____, before a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the _____ and _____, respectively of the WARREN WATER DISTRICT, a rural water district organized and existing under Chapter 357A, Iowa Code, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said District, and that said instrument was signed and sealed on behalf of said District by authority and resolution of its Board and said persons acknowledged said instrument to be the free act and deed of said District by it voluntarily executed.

Notary Public in and for the State of Iowa

XENIA RURAL WATER DISTRICT

(SEAL)

By: _____
Dan Lovett, Chairperson

ATTEST:

Peter Jensen, Secretary

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 202____, before a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the _____ and _____, respectively of the XENIA RURALWATER DISTRICT, a rural water district organized and existing under Chapter 357A, Iowa Code, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said District, and that said instrument was signed and sealed on behalf of said District by authority and resolution of its Board and said persons acknowledged said instrument to be the free act and deed of said District by it voluntarily executed.

Notary Public in and for the State of Iowa

CONSENT AND APPROVAL

This Agreement is consented to and approved ty United States Department of Agriculture, Rural Development, as of the ____ day of _____202____.

USDA RURAL DEVELOPMENT

By: _____
Program Director
Rural Utilities and Community Facilities

SCHEDULE I-2 FOUNDING DATA

A. HISTORIC ANNUAL FINISHED WATER REQUIREMENTS

Member	Annual Demand in Millions of Gallons					Five-Year Average
	2018	2019	2020	2021	2022	
Ankeny	2,053.270	1,980.672	2,446.297	2,253.334	2,497.238	2,246.162
Clive	669.093	630.973	698.917	733.048	708.084	688.023
DMWW	8,792.664	8,639.098	8,759.255	9,125.502	9,214.623	8,906.228
Johnston	748.274	762.712	820.081	869.177	822.323	804.513
Grimes	648.114	536.634	542.878	652.932	654.552	607.022
Norwalk	299.976	320.817	418.642	423.545	419.307	376.457
Polk City	176.252	192.558	230.128	198.496	200.616	199.610
UWU	1,536.328	1,541.656	1,691.490	1,773.936	1,821.323	1,672.947
Warren Water District	602.704	643.547	628.457	625.806	642.937	628.690
Waukee	596.345	614.201	728.623	799.649	840.129	715.789
WDMWW	2,775.840	2,557.970	2,810.655	2,895.342	2,825.989	2,773.159
Xenia	727.232	667.829	705.625	747.278	741.075	717.808
Total	19,626.092	19,088.667	20,481.048	21,098.045	21,388.196	20,336.408

Notes:

All figures are calendar year totals expressed in million gallon units.

**SCHEDULE I-2
FOUNDING DATA**

B. HISTORIC MAXIMUM DAY UTILIZATION OF CAPACITY

Member	Historic Maximum Day Utilization					Five-Year Average
	2018	2019	2020	2021	2022	
Ankeny	8.736	8.034	9.141	8.508	8.528	8.589
Clive	4.098	3.563	3.877	4.158	4.008	3.941
DMWW	45.145	40.835	42.763	45.563	46.763	44.214
Johnston	5.374	4.975	4.877	5.027	4.793	5.009
Grimes	3.887	3.665	3.386	2.808	3.080	3.365
Norwalk	1.831	1.779	2.216	2.722	2.865	2.283
Polk City	1.409	1.307	1.170	1.047	1.147	1.216
UWU	10.038	8.997	10.269	10.122	10.557	9.997
Warren Water District	2.674	2.656	2.467	2.824	3.290	2.782
Waukee	3.632	3.594	3.770	4.281	4.274	3.910
WDMWW	15.513	13.243	13.478	13.773	13.925	13.986
Xenia	2.881	2.667	2.803	3.065	2.893	2.862
Total	105.218	95.315	100.217	103.898	106.123	102.154

Notes:

All figures are calendar year maximums expressed in million gallon per day units.

**SCHEDULE I-9
INITIAL CAPITAL CONTRIBUTIONS**

Initial Capital Contributions are start-up funds that are contributed by the Founding Agencies to provide the initial capitalization of CIWW that has been deemed required for commencement of CIWW activities.

Member	Five-Year Average Demand (MG)	% of Total	Initial Capital
Ankeny	2,246.162	11.045%	\$ 220,900
Clive	688.023	3.383%	\$ 67,660
DMWW	8,906.228	43.795%	\$ 875,900
Johnston	804.513	3.956%	\$ 79,120
Grimes	607.022	2.985%	\$ 59,700
Norwalk	376.457	1.851%	\$ 37,020
Polk City	199.610	0.982%	\$ 19,640
UWU	1,672.947	8.226%	\$ 164,520
Warren Water District	628.690	3.091%	\$ 61,820
Waukee	715.789	3.520%	\$ 70,400
WDMWW	2,773.159	13.636%	\$ 272,720
Xenia	717.808	3.530%	\$ 70,600
Total	20,336.408	100.000%	\$ 2,000,000

SCHEDULE I-10
REIMBURSABLE START-UP EXPENSES

The expenses below were incurred by Member Agencies on behalf of CIWW prior to the Effective Date of this Agreement. Such expenses shall either be reimbursed to the Member Agency that paid the expenses, or if the expenses are paid with proceeds of SRF indebtedness, such indebtedness shall be assumed by CIWW. Cash payments shall be made within twelve (12) months after the Operational Commencement Date.

Description of Engagement benefitting CIWW	Vendor	WDMWW	UWU	Total
Development of initial financial model	FCS	\$ 141,360	\$ 141,360	\$ 282,720
Future plant site evaluation	HDR	\$ 451,023	\$ -	\$ 451,023
Development of 28E/F by bond counsel	Dorsey & Whitney	\$ 15,000	\$ 15,000	\$ 30,000
Set up of financial model and cost estimates per 28E language	PFM	\$ 100,000	\$ -	\$ 100,000
Total Estimate		\$ 707,383	\$ 156,360	\$ 863,743

Note: Expenses incurred by DMWW on behalf of CIWW prior to the Effective Date of this Agreement were sufficiently budgeted and recovered in water rates and no reimbursement to DMWW is therefore required.

SCHEDULE IV-1
EXCEPTIONS TO EXCLUSIVE SUPPLY RIGHTS AND SERVICE OBLIGATIONS

- A. Warren Water District shall continue to service and DMWW shall continue to purchase water for DMWW's service area Greenbrier Estates subdivision.
- B. Warren Water District (Warren) and Xenia Rural Water District (Xenia) serve large geographic areas which may necessitate serving portions of their respective service areas from a source other than CIWW. For this reason, exceptions to the exclusivity and service obligation requirements of this Agreement have been developed as outlined in this Schedule.

Warren and Xenia have each submitted the attached existing service area map of territory currently served from the DMWW system, which shall define the areas to be exclusively served by CIWW unless modified as provided in this Schedule

At such time that Warren or Xenia wishes to expand their service area served from CIWW or wishes to serve a portion of their existing service area from a source other than CIWW, it shall petition the Technical Committee for CIWW review and approval of the change. The approval of the Technical Committee shall be granted unless the Technical Committee finds that the request is unreasonably burdensome to CIWW in the conduct of its regional mission. Any denial of such request shall be subject to the dispute resolution provisions of this Agreement. The Board shall modify this Schedule based on any change approved by the Technical Committee.

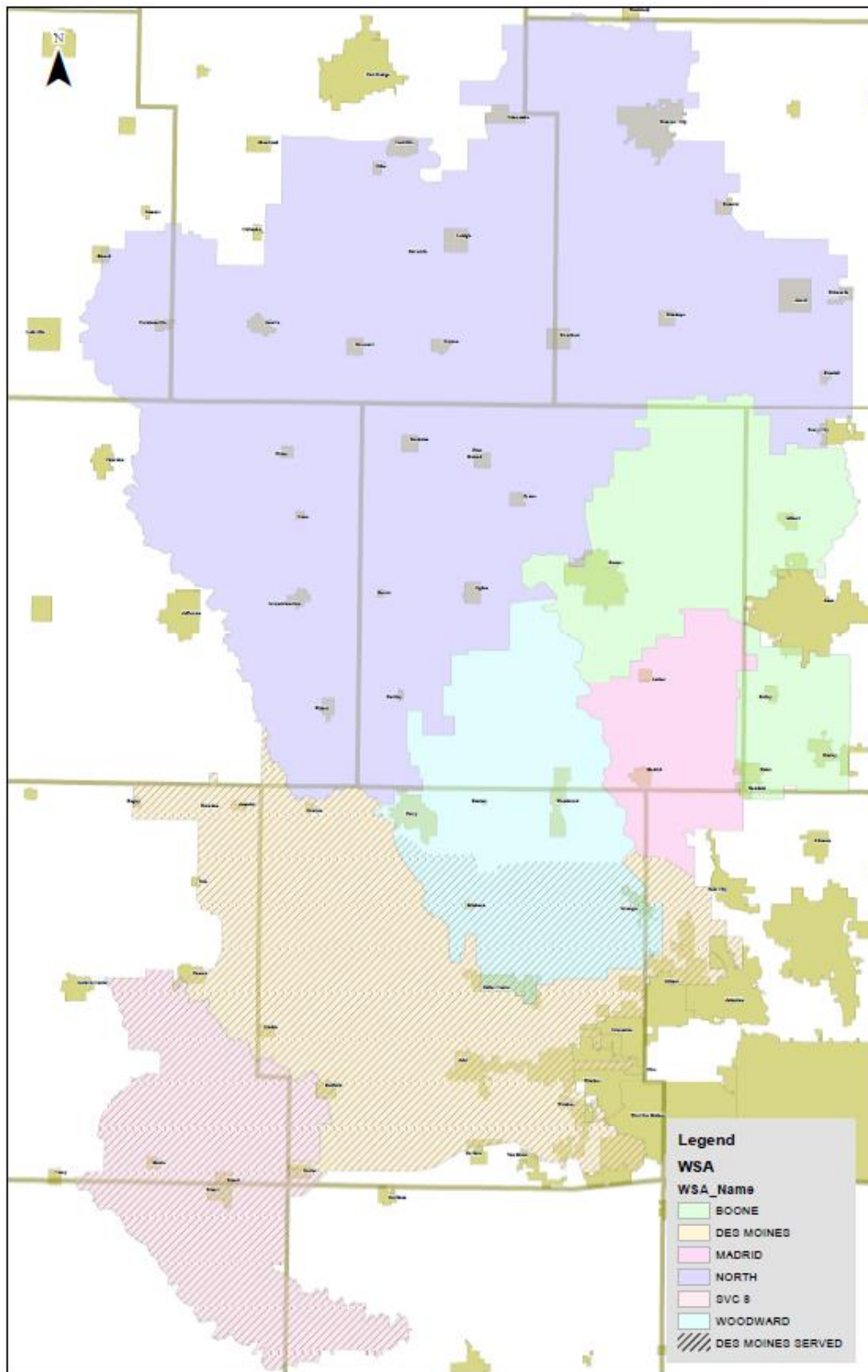
Warren or Xenia shall provide a minimum of three-month's notice prior to planned implementation of the change in service area to be served from CIWW.

Service areas must be served from a source (CIWW or other) on a full calendar year basis for at least two full years. No seasonal changes which would result in peaking off the CIWW system shall be allowed, and no return to CIWW service shall be allowed for territory removed from CIWW service, for at least such minimum two-year term. The provisions of this paragraph shall be waived in the event of an emergency situation.

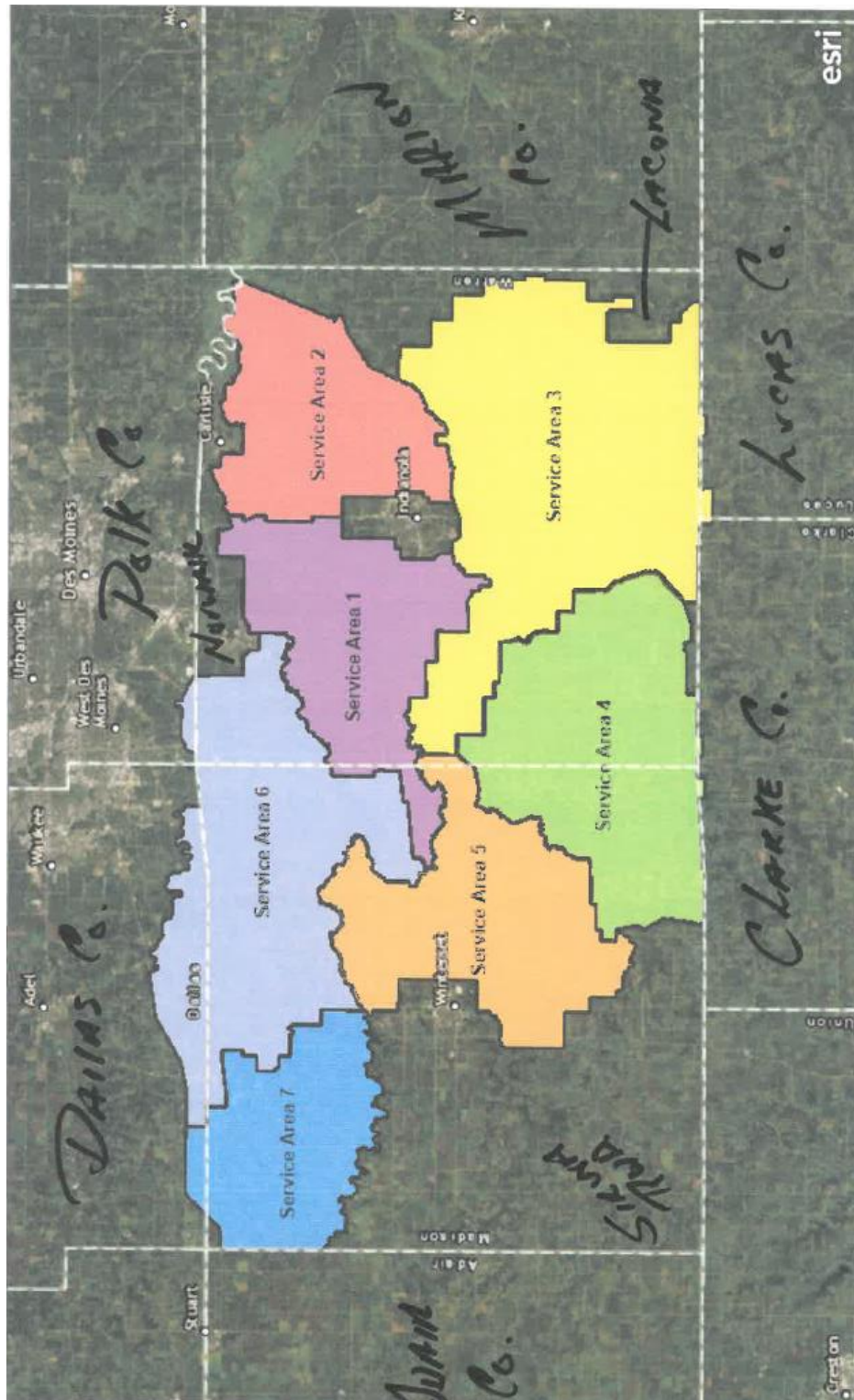
Warren and Xenia shall also have the right to serve additional incorporated areas within their service area as total service or wholesale customers if those incorporated areas do not have ready access to the Core Network transmission system.

All expansions of service territory and/or service to additional total service or wholesale customers must be accomplished within Warren or Xenia's duly allocated capacity within the CIWW regional system.

XENIA RURAL WATER DISTRICT – SERVICE TERRITORY



WARREN WATER DISTRICT – SERVICE TERRITORY



SCHEDULE IV-6 SERVICE OBLIGATION STANDARDS

CIWW shall have an obligation to make reasonable provision to meet all drinking water production requirements of the Member Agencies as needed, subject to mechanical failures, unforeseen events, or circumstances within the definition of Force Majeure, and subject to the exceptions stated in Schedule IV-1.

The following standards shall further define such service obligation:

- CIWW shall plan for delivery of each Member Agency's Allocated Capacity and shall not be required to deliver any more than any Member Agency's Allocated Capacity, or to serve geographic areas for certain Member Agencies serving primarily unincorporated areas beyond existing territories connected to the Des Moines system as shown in boundary maps in Schedule IV-1, as revised from time to time, without express Board approval.
- CIWW shall expand its capacity pursuant to its Long Range Plan contingent on available financing and funding.
- CIWW shall provide for sufficient water pressures and delivery points, both of which shall be determined in coordination with the Member Agencies.
- CIWW shall not deny service to any Member Agency that requests it so long as the requests are made reasonably in advance and consistent with adopted CIWW Long Range Plan and Capacity Expansions.
- CIWW's curtailments in service, if any, shall be made pursuant to the Water Shortage Plan.
- CIWW shall strive to meet all applicable state and federal water quality regulations; but in a situation where it fails to do so, it will provide timely notice to all affected Member Agencies.

The level of service provided by CIWW to Member Agencies shall be supported by rates, determined under Article VI and the principles set forth in Schedule VI-2, that are reasonably related to CIWW's actual costs, at levels determined by its Board to be sufficient to pay all CIWW expenses and obligations, to establish and maintain reasonable and adequate financial and operating reserves, and to provide for the current and future financing of CIWW's capital projects.

**SCHEDULE IV-7
DESIGNATED WATER SUPPLY FACILITIES**

**ALL INSTRUMENTS OF TRANSFER WILL BE EXECUTED ON OR BEFORE THE
OPERATIONAL COMMENCEMENT DATE.**

Function*	Facility Name / Asset Description	Owner	Note
INCLUDED ASSETS			
MTR	Wholesale Meters	DMWW	1.
SOS	Infiltration Gallery	DMWW	2.
SOS	Raccoon River Intake	DMWW	3.
SOS	Des Moines River Intake	DMWW	4.
SOS	Des Moines River Pump Station	DMWW	5.
SOS	Saylorville Lake Storage Rights	DMWW	6.
SOS	McMullen Water Treatment Plant Shallow Alluvial Wells	DMWW	7.
SOS	Maffitt Reservoir and Grounds	DMWW	8.
SOS	Crystal Lake	DMWW	9.
SOS	Purple Martin Lake Water Resource Area	DMWW	10.
SOS	Hallett Lake	DMWW	11.
SOS	Saylorville Water Treatment Plant Radial Collector Wells	DMWW	12.
SOS	AC Ward Jordan Aquifer Wells	WDMWW	13.
SOS	AC Ward Alluvial Aquifer Wells	WDMWW	14.
SOS	Polk City Pleistocene Aquifer Wells	Polk City	15.
SOS	Grimes Jordan Aquifer Wells	Grimes	16.
SOS	Grimes Alluvial Aquifer Wells	Grimes	17.
SOS	Urbandale Raw Water Quarries	UWU	18.
STO	Army Post Road ASR Well	DMWW/ WDMWW	19.
STO	LP Moon ASR Well	DMWW	20.

STO	McMullen ASR Well	DMWW	21.
STO	98 th Street Tower	WDMWW	22.
STO	Tenny Standpipe	DMWW	23.
BPS	LP Moon Pumping Station and Ground Storage Reservoir	DMWW	24.
BPS	Polk County Pumping Station and Ground Storage Reservoir	DMWW	25.
BPS	Joint Maffitt Lake Booster Station	DMWW/WDMWW	26.
BPS	NW 26 th St. Booster Station	DMWW	27.
BPS	Xenia Booster Station at LP Moon	Xenia/Waukee	28.
TMT	Fleur Drive Water Treatment Plant	DMWW	29.
TMT	Laboratory	DMWW	30.
TMT	McMullen Water Treatment Plant	DMWW	31.
TMT	Saylorville Water Treatment Plant	DMWW	32.
TMT	AC Ward Water Treatment Plant	WDMWW	33.
TMT	Grimes Water Treatment Plant	Grimes	34.
TMT	Polk City Water Treatment Plant	Polk City	35.
TRN	Core Network Transmission and Raw Water Mains	DMWW	36.

The forgoing list of “Included Assets” is exclusive and exhaustive. The only assets to be transferred are those, and only those, expressly enumerated above and described in the notes thereto. All assets that are not Included Assets are reserved by the Parties and shall not be transferred.

The assets to be retained by the parties specifically include, but are not limited to, the following enumerated Excluded Assets, which are listed for avoidance of doubt. Other assets not listed as Excluded Assets, will also be retained. The omission of any assets from the list of Excluded Assets shall create no inference or presumption that it is, or should be deemed to be, an Included Asset.

Notwithstanding the foregoing, the lists of Included Assets and Excluded Assets and the terms and provisions of transfer set forth in this Schedule and Schedule XIII-1 shall be subject to revision to correct manifestly erroneous omission or inclusion or any other mistake that frustrates the intent of the express provisions of this Agreement.

EXCLUDED ASSETS

STO	Ankeny ASR Wells	Ankeny	37.
STO	Waukee ASR Well	Waukee	38.
STO	Grimes ASR Well	Grimes	39.
STO	Wilchinski Standpipe	DMWW	40.
STO	Joint Eastside Tower	DMWW	41.
BPS	Nollen Booster Station and Standpipe	DMWW	42.
BPS	Hazen Booster Station and Tower	DMWW	43.
BPS	Urbandale Booster Station	UWU	44.
BPS	Waukee Booster Station	Waukee	45.
BPS	Norwalk Booster Station	Norwalk	46.
BPS	Airport Booster Station	DMWW	47.
BPS	Delaware Booster Station	Ankeny	48.
BPS	Roosevelt Booster Station	DMWW	49.
BPS	SE Polk Alleman Booster Station	DMWW	50.
BPS	SE Polk Bondurant Booster Station	DMWW	51.
PARK	Des Moines Water Works Park and Adjacent Lands	DMWW	52.
ADMIN	DMWW General Office Building	DMWW	53.
ADMIN	DMWW Grounds Shop	DMWW	54.
ADMIN	WDMWW General Office Building	WDMWW	55.

*MTR = Meters; BPS = Booster/Pumping Station; SOS = Sources of Supply; STO = Storage; TMT = Treatment Facilities; TRN= Transmission Network

ALL TRANSFERS OF ASSETS SHALL BE SUBJECT TO THE RIGHTS OF REVERSION AS PROVIDED IN THE AGREEMENT TO WHICH THIS SCHEDULE IS ATTACHED AND ALL INSTRUMENTS OF TRANSFER SHALL CONTAIN PROVISIONS TO DOCUMENT SUCH REVERSION.

EXCEPT AS OTHERWISE NOTED ALL TRANSFERS SHALL BE SUBJECT TO ALL EXISTING EASEMENTS, LEASES, LICENSES, 28E AGREEMENTS AND OTHER AGREEMENTS

NOTES TO INCLUDED ASSETS

1. Ownership of all existing **Wholesale Meters** used by DMWW to meter water used by wholesale customers that will become Member Agencies shall be transferred to CIWW for the purpose of metering water for sale from CIWW to the Member Agency. Meter pits and other Connection Facilities will remain the property of the Member Agency and the Member Agency will continue to have maintenance responsibility for those facilities.

The transfer of the Wholesale Meters shall be effected by delivery of a bill of sale by DMWW to CIWW, providing for transfer of the Wholesale Meters “as is” and in place.

2. Ownership of the **Infiltration Gallery** located within Des Moines Water Works Park and Adjacent Lands, which collects raw water to serve the Fleur Drive Water Treatment Plant shall be transferred to CIWW. The Infiltration Gallery gathers alluvial ground water from along the Raccoon River. The Infiltration Gallery, as used herein, consists of all gallery piping, manholes, valves, valve chambers, air shafts, tunnel, land flooding station (2803 George Flagg Parkway), flooding station piping, and other miscellaneous facilities necessary to make the Infiltration Gallery available for the collection of alluvial ground water as a source of raw water for the Fleur Drive Water Treatment Plant. The transfer shall include all Infiltration Gallery facilities currently in use and any such facilities not currently in use. DMWW shall retain ownership and use of the grounds which comprise the Des Moines Water Works Park and Adjacent Land. See Note 52 below.

The transfer of the Infiltration Gallery shall be effected by delivery of a bill of sale, by DMWW to CIWW, providing for transfer of the Infiltration Gallery facilities “as is” and in place. A permanent easement for use, access, maintenance, improvement, repair, replacement, and expansion of all such facilities, above and below ground, within appropriate easement areas on land owned by DMWW shall be granted to CIWW, subject to continued reasonable use of the easement area for DMWW purposes, including park purposes, and subject to the payment by CIWW to DMWW on an annual basis, an easement fee reimbursing DMWW for a reasonable portion of DMWWs’ actual costs of maintenance and upkeep of the areas utilized by CIWW pursuant to the easement. All related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

3. Ownership of the **Raccoon River Intake**, located in Des Moines Water Works Park, which collects raw water to serve the Fleur Drive Water Treatment Plant shall be transferred to CIWW. The Raccoon River Intake, as used herein, consists of the intake wet well, traveling screens, power, controls, water service, raw water piping, and other miscellaneous facilities necessary to make the Raccoon River Intake available for the use and benefit of CIWW for the collection of Raccoon River water as a source for the Fleur Drive Water Treatment Plant.

DMWW shall retain ownership and use of the grounds which comprise the Des Moines Water Works Park and Adjacent Land. See Note 52 below.

The transfer of the Raccoon River Intake shall be effected by delivery of a bill of sale, by DMWW to CIWW, providing for transfer of the Raccoon River Intake facilities “as is” and in place. A permanent easement for use, access, maintenance, improvement, repair, replacement, and expansion of all such facilities, above and below ground, within an appropriate easement area on land owned by DMWW shall be granted to CIWW, subject to continued reasonable use of the easement area for DMWW purposes, including park purposes. All related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

4. Ownership of the **Des Moines River Intake** located adjacent to the Des Moines River in Prospect Park in Des Moines, which serves the Fleur Drive Water Treatment Plant shall be transferred to CIWW. The Des Moines River Intake, as used herein, consists of an intake structure including traveling screens, source water piping, and other miscellaneous utilities and facilities necessary to make the Des Moines River Intake available for the use and benefit of CIWW for the collection of Des Moines River water as a source for the Fleur Drive Water Treatment Plant. The intake structure is located on property owned by the United States of America pursuant to a fifty (50) year easement granted November 12, 1980.

The transfer of the Des Moines River Intake shall be effected by delivery of a bill of sale, by DMWW to CIWW, providing for transfer of such facilities “as is” and in place. The existing easement with the United States of America shall be assigned by DMWW to CIWW, subject to any required approval. All other related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

5. Ownership of the **Des Moines River Pump Station**, located at 2000 Prospect Road in Des Moines, which serves the Fleur Drive Water Treatment Plant shall be transferred to CIWW. The Des Moines River Pump Station, as used herein, consists of a pump station building and other miscellaneous utilities and facilities necessary to make the Des Moines River Pump Station available for the use and benefit of CIWW for the pumping of Des Moines River water as a source for the Fleur Drive Water Treatment Plant. The pumping station occupies ground owned by the City of Des Moines under a Grant of Management and Control instrument dated July 28, 1980, which is recorded in the real estate records of Polk County, Iowa at Book 5028, Page 482.

The transfer of the Des Moines River Pump Station shall be effected by delivery of a quit claim deed to the building and a bill of sale for other facilities, by DMWW to CIWW, providing for transfer of Des Moines River Pump Station facilities “as is” and in place. The existing Grant of Management and Control shall be assigned by DMWW to CIWW, subject to any required consent by the City of Des Moines. All other related easements, agreements, and other related rights will be assigned by DMWW to CIWW and shall be assumed by CIWW.

6. Ownership of DMWW’s **Saylorville Reservoir Storage Rights** shall be transferred to CIWW. A contract dated May 26, 1982, between the State of Iowa and the United States of America provides the State rights related to a quantity of water stored in Saylorville Reservoir under

certain conditions. A related contract between DMWW and the State of Iowa, also dated May 26, 1982, provides rights to DMWW to a portion of the State's stored water.

The contract between DMWW and the State of Iowa will be assigned to CIWW subject to approval by the State of Iowa and the Secretary of the Army, and assumption by CIWW of DMWW's obligations thereunder.

7. Ownership of the **McMullen Water Treatment Plant Shallow Alluvial Wells** shall be transferred to CIWW. The shallow alluvial wells include radial collector wells 1, 2, 3, 4, 5, and 6 in addition to one horizontal collector well, all located on the grounds of the McMullen Water Treatment Plant adjacent to the Raccoon River north of the McMullen Water Treatment Plant. The shallow alluvial wells, as used herein, consist of well caissons, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the shallow alluvial wells available for the use and benefit of CIWW for the collection of alluvial ground water as a source for the McMullen Water Treatment Plant.

The transfer of the McMullen Water Treatment Plant Shallow Alluvial Wells shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW as part of the transfer documents pertaining to the transfer of the McMullen Water Treatment Plant as described in Note 31. The transfer shall be "as is" and in place. All related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

8. Ownership of **Maffitt Reservoir and Grounds** shall be transferred to CIWW. Maffitt Reservoir serves as a source of supply for the McMullen Water Treatment Plant during times of low alluvial well yield or poor water quality. Maffitt Reservoir, as used herein, consists of a tract of land and a reservoir, earthen dam, overflow works, fill and withdrawal piping works, protected watershed surrounding the reservoir, roads, shelter houses, restrooms, shop building and other facilities necessary to make Maffitt Reservoir available for the use and benefit of CIWW as a source of raw water for the McMullen Water Treatment Plant. During the term of the Initial Operating Contract DMWW will continue to maintain the grounds surrounding Maffitt Reservoir as a protected watershed and park open to the public at CIWW's expense, as part of the water supply operations provided to CIWW. Following the term of the Initial Operating Contract, the CIWW Board may decide to discontinue maintenance of the protected watershed as a park.

The transfer of the Maffitt Reservoir shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW as part of the transfer documents pertaining to the transfer of the McMullen Water Treatment Plant as described in Note 31. The transfer shall be "as is" and in place. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

9. Ownership of **Crystal Lake** shall be transferred to CIWW. Crystal Lake serves as a source of supply for the McMullen Water Treatment Plant. Water is pumped from the Raccoon River into Crystal Lake (a former gravel pit) where after 30 to 40 days of detention time, nitrate concentrations are typically reduced by half. Crystal Lake as used herein consists of a tract of land and a water storage basin of approximately 60 surface acres, pumping facilities and piping

to withdraw water from the Raccoon River and deliver it to the lake, pumping and piping facilities to withdraw water from Crystal Lake and deliver it to the McMullen Water Treatment Plant, and other facilities necessary to make Crystal Lake available for the use and benefit of CIWW as a source of raw water for the McMullen Water Treatment Plant. This site also includes a truck scale and drying area used in the processing of lime residuals.

The transfer of Crystal Lake shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW as part of the transfer documents pertaining to the transfer of the McMullen Water Treatment Plant as described in Note 31. The transfer shall be “as is” and in place. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

10. Ownership of **Purple Martin Lake Water Resource Area** shall be transferred to CIWW. Purple Martin Lake Water Resource Area, as used herein, consists of a tract of land containing a former gravel pit lake that is currently managed by the State of Iowa as a part of Walnut Woods State Park. It is the next link in the chain of lakes concept which is intended to provide large quantities of low-nitrate source water to the McMullen Water Treatment Plant. The area includes a former gravel pit lake not yet connected to the other lakes in the chain but offers future potential for increased low-nitrate source water capacity. Purple Martin Lake Water Resource Area property is currently managed as a unit of Walnut Woods State Park by the Iowa Department of Natural Resources under an agreement with DMWW dated December 10, 2015. This agreement will be transferred to CIWW and will remain in effect until the end of the current term on December 31, 2025. Subsequently the CIWW Board will have the option to extend or terminate the Agreement.

The transfer of Purple Martin Lake Water Resource Area shall be effected by delivery of a quit claim deed by DMWW to CIWW. The transfer shall be “as is” and in place and subject to the above-described agreement. The Agreement with the Iowa Department of Natural Resources and all other easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

11. Ownership of **Hallett Lake** shall be transferred to CIWW. Hallett Lake as used herein consists of a tract of land containing a former gravel pit lake. It is the last link in the chain of lakes concept which is intended to provide large quantities of low-nitrate source water to the McMullen Water Treatment Plant. Hallett Lake is not yet connected to the other lakes in the chain but offers future potential for increased low-nitrate source water capacity. This site includes two storage buildings.

The transfer of Hallet Lake shall be effected by delivery of a quit claim deed by DMWW to CIWW. The transfer shall be “as is” and in place. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

12. Ownership of the **Saylorville Water Treatment Plant Radial Collector Wells** shall be transferred to CIWW. The Saylorville Water Treatment Plant Radial Collector Wells include radial collector wells 1 (IGS GeoSam well number 73469) and 2 (IGS GeoSam well number 73471) located adjacent to the Des Moines River south of the Saylorville Water Treatment

Plant. The radial collector wells, as used herein, consist of well caissons, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the radial collector wells available for the use and benefit of CIWW for the collection of alluvial ground water as a source for the Saylorville Water Treatment Plant. The Saylorville Radial Collector Wells are located on property owned by the United States of America and managed by the Department of the Army pursuant to a fifty (50) year easement granted on September 22, 2006.

The transfer of the Saylorville Water Treatment Plant Radial Collector Wells shall be effected by delivery of a bill of sale, by DMWW to CIWW, providing for transfer of such facilities “as is” and in place. The existing easement with the United States of America shall be assigned by DMWW to CIWW subject to written approval by the District Engineer, US Army Engineering District, Rock Island, Illinois, and assumption by CIWW of DMWW’s obligations thereunder. All other related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

13. Ownership of the **AC Ward Jordan Aquifer Wells** shall be transferred to CIWW. Included are the following deep wells:

Well #1	1505 Railroad Ave – Plant Campus	IGS GeoSam well number 19416
Well #3	Raccoon River Park – City Park	IGS GeoSam well number
Well #4	300 S. 16 th St – South Well Field	IGS GeoSam well number 54956
Well #26	1701 Railroad – City Park	IGS GeoSam well number 85507

The deep wells as used herein consist of buildings, well casings, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the deep wells available for the use and benefit of CIWW for the collection of water as a source for the AC Ward Treatment Plant.

The transfer of the AC Ward Jordan Aquifer Wells shall be effected by delivery of a bill of sale, by WDMWW to CIWW, providing for transfer of such facilities “as is” and in place. Any existing easements, agreements, water withdrawal permits, rights, and claims will be assigned by WDMWW to CIWW and shall be assumed by CIWW.

14. Ownership of the **AC Ward Alluvial Aquifer Wells** shall be transferred to CIWW. Included are the following shallow wells:

Well #5	1505 Railroad Ave – Plant Campus
Well #6 thru #8	300 S. 16 th St – South Well Field
Well #14 thru #21	2900 Grand Ave
Well #22 thru #25	2500 Grand Ave

The shallow alluvial wells, as used herein, consist of buildings, well casings, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the shallow alluvial wells available for the use and benefit of CIWW for the collection

of alluvial ground water as a source for the AC Ward Treatment Plant. These wells are located on land owned by the City of West Des Moines/WDMWW.

The transfer of the AC Ward Alluvial Aquifer Wells shall be effected by delivery of a bill of sale, by WDMWW to CIWW, providing for transfer of such facilities “as is” and in place. Any existing easements, agreements, water withdrawal permits, rights, and claims will be assigned by WDMWW to CIWW and shall be assumed by CIWW.

15. Ownership of the **Polk City Pleistocene Aquifer Wells** shall be transferred to CIWW. Included are the following wells:

Well #4 IGS GeoSam well number 41483
Well #5 IGS GeoSam well number 56834

The Pleistocene Aquifer Wells, as used herein consist of well heads, well casings, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the Pleistocene Aquifer Wells available for the use and benefit of CIWW for the collection of ground water as a source for the Polk City Water Treatment Plant. These wells are located on land owned by the Tournament Club of Iowa subject to easement agreements dated January 16, 2022.

The transfer of the Polk City Pleistocene Aquifer Wells shall be effected by delivery of a bill of sale, by the City of Polk City to CIWW, providing for transfer of such facilities “as is” and in place. Any existing easements, agreements, water withdrawal permits, rights, and claims will be assigned by the City of Polk City to CIWW and shall be assumed by CIWW.

16. Ownership of the **Grimes Jordan Aquifer Wells** shall be transferred to CIWW. Included are the following deep wells:

Jordan Well NW 121st Street IGS GeoSam well number 91788
Jordan Well 1801 N James Street IGS GeoSam well number 77074

The deep wells as used herein consist of a well head, well casings, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the deep wells available for the use and benefit of CIWW for the collection of water as a source for the Grimes Water Treatment Plant.

The transfer of the Grimes Jordan Aquifer Wells shall be effected by delivery of quit claim deeds and a bills of sale by the City of Grimes to CIWW as part of the transfer documents pertaining to the transfer of the Grimes well field as described in Note 17 and the Grimes Water Treatment Plant as described in Note 34 to CIWW, providing for transfer of such facilities “as is” and in place. Any existing easements, agreements, water withdrawal permits, rights, and claims will be assigned by the City of Grimes to CIWW and shall be assumed by CIWW.

17. Ownership of the **Grimes Alluvial Aquifer Wells** shall be transferred to CIWW. Three shallow alluvial aquifer wells are located north of Grimes in Polk County along NW 121st Street in the Grimes well field.

The shallow alluvial wells, as used herein, consist of a tract of land and well heads, well casings, well screens, pumps, valves, raw water transmission piping, and other miscellaneous facilities necessary to make the shallow alluvial wells available for the use and benefit of CIWW for the collection of alluvial ground water as a source for the Grimes Water Treatment Plant. These wells are located on land owned by the City of Grimes. One of the Grimes Jordan Aquifer Wells also occupies this same tract of land.

The transfer of the Grimes Alluvial Aquifer Wells shall be effected by delivery of a quit claim deed and a bill of sale, by the City of Grimes to CIWW, providing for transfer of such facilities “as is” and in place. Any existing easements, agreements, water withdrawal permits, rights, and claims will be assigned by the City of Grimes to CIWW and shall be assumed by CIWW.

18. Ownership of the **Urbandale Raw Water Quarries** located adjacent to the Des Moines River in Johnston shall be transferred to CIWW. The Urbandale Raw Water Quarries as used herein consist of a tract of land containing former gravel pit lakes. The property was acquired by UWU as a potential future raw water source and has potential future value for such use but is currently not being used for water supply.

The transfer of Urbandale Raw Water Quarries shall be effected by delivery by UWU of a quit claim deed to CIWW. The transfer shall be “as is” and in place. All related easements, agreements, water withdrawal permits, rights, and claims will be assigned by UWU to CIWW and shall be assumed by CIWW.

19. Ownership of the **Army Post Road ASR Well** located at 5470 Willow Creek Avenue in Des Moines shall be transferred to CIWW. The Army Post Road ASR Well, as used herein, consists of a tract of land and a Jordan Aquifer well (IGS GeoSam well number 81129), submersible pump and motor, pitless adapter, ASR building with chemical storage and feed, and a standby emergency generator. ASR wells are used to store treated drinking water in the Jordan Aquifer during times when excess treatment capacity is available and to recover treated drinking water during times when additional capacity is needed to meet demands. This ASR well was constructed under an agreement between DMWW and WDMWW. Per that agreement, WDMWW paid much of the cost of the well in exchange for receiving a 3.0 MGD regional capacity credit. This credit allowed the use of up to 3.0 MGD of capacity in a designated area without using purchased capacity. WDMWW and DMWW will each receive credit in the asset transfer calculation for their respective investment in the well. Once the well is transferred to CIWW, the regional capacity credit agreement will terminate, and this ASR well will be a regional asset delivering capacity to the Core Network during recovery.

The transfer of the Army Post Road ASR Well shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of the Army Post Road ASR Well site and facilities “as is,” in place, and subject to existing third party rights of use.

All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW, except as cancelled as set forth above.

20. Ownership of the **LP Moon ASR Well** located at 2501 NW 156th Street in Clive shall be transferred to CIWW. The LP Moon ASR Well, as used herein, consists of a Jordan Aquifer well (IGS GeoSam well number 59746), submersible pump and motor, ASR building with chemical storage and feed, and a standby emergency generator. ASR wells are used to store treated drinking water in the Jordan Aquifer during times when excess treatment capacity is available and to recover treated drinking water during times when additional capacity is needed to meet demands. This ASR Well is a regional facility delivering water directly to the Core Network. This facility is located on the LP Moon Pumping Station and Ground Storage Reservoir site to be transferred as described in Note 24.

The transfer of the LP Moon ASR Well shall be effected by delivery of a quit claim deed as defined in Note 24 and a bill of sale by DMWW to CIWW, providing for transfer of the LP Moon ASR Well site, and facilities “as is,” in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

21. Ownership of the **McMullen ASR Well** located adjacent to the McMullen Water Treatment Plant site shall be transferred to CIWW. The McMullen ASR Well, as used herein, consists of a tract of land and a Jordan Aquifer well (IGS GeoSam well number 63127), submersible pump and motor, and ASR building with chemical storage and feed. ASR wells are used to store treated drinking water in the Jordan Aquifer during times when excess treatment capacity is available and to recover treated drinking water during times when additional capacity is needed to meet demands. This ASR Well is a regional facility delivering water to the filter effluent chamber of the McMullen Water Treatment Plant.

The transfer of McMullen ASR Well shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW as part of the transfer documents pertaining to the transfer of the McMullen Water Treatment Plant as described in Note 31. The transfer shall be “as is” and in place. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

22. Ownership of the **98th Street Tower** located at 1675 98th Street in West Des Moines will transfer to CIWW. The 98th Street Tower, as used herein, consists of a tract of land, a 2.5 MG elevated water tower, and cellular telephone equipment which occupies the tower by lease agreement. This facility stores water for Clive, Waukee, and West Des Moines. Operational and maintenance costs will continue to be shared by the participants based on an existing agreement dated 1993.

The transfer of the 98th Street Tower shall be effected by delivery of a quit claim deed and a bill of sale by WDMWW to CIWW, providing for transfer of the 98th Street Tower site and facilities “as is,” in place, and subject to existing third party rights of use. All related easements, agreements, including cellular telephone equipment agreements, rights, and claims will be assigned by WDMWW to CIWW and shall be assumed by CIWW.

23. Ownership of the **Tenny Standpipe** located at 4006 Merle Hay Road in Des Moines shall be transferred to CIWW. The Tenney Standpipe, as used herein, consists of a tract of land and a 4.1 MG standpipe. This facility “floats” on the Core Network system and is critical to operational flexibility of the system. The Urbandale Booster Station and an associated meter pit occupy a portion of this site pursuant to rights derived from DMWW. Cellular telephone equipment is mounted on two monopoles and in two control buildings which occupy a portion of this site pursuant to easements and agreements with DMWW. All such easements and agreements will transfer to CIWW subject to CIWW assuming responsibilities under the agreements.

The transfer of the Tenney Standpipe shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of Tenney Standpipe site and facilities “as is,” in place, and subject to existing use of UWU and other third parties. All related easements, agreements, including cellular telephone equipment agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

24. Ownership of the **LP Moon Pumping Station and Ground Storage Reservoir** located at 2501 NW 156th Street in Clive shall be transferred to CIWW. The LP Moon Pumping Station, as used herein, consists of a tract of land and a pump station building which houses pumps that serve Clive, Waukee, and West Des Moines, pumps that serve Urbandale and Xenia, chemical feed equipment, electric and controls equipment, and a standby emergency generator. The 6.0 MG ground storage reservoir on the same site shall also be transferred to CIWW. Operational and maintenance costs for the pumping station and ground storage reservoir will continue to be billed to the participants based on volume of water used and an existing agreement dated May 26, 1992. The LP Moon ASR Well described in Note 20 and the Xenia Booster Station at LP Moon described in Note 28 both also occupy a portion of this site.

The transfer of the LP Moon Pumping Station and Ground Storage Reservoir shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of LP Moon Pumping Station and Ground Storage Reservoir facilities “as is,” in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

25. Ownership of the **Polk County Pumping Station and Ground Storage Reservoir** located at 6071 NE 14th Street, Des Moines, shall be transferred to CIWW. The Polk County Pumping Station, as used herein, consists of a pump station building which houses pumps that serve Ankeny and pumps that serve unincorporated Polk County, electrical and controls equipment, and a standby emergency generator. This facility delivers water to Ankeny and unincorporated Polk County. Ownership of the 5.0 MG ground storage reservoir on the same site shall also be transferred to CIWW. Operational and maintenance costs for the pumping station and grounds will continue to be billed to the participants based on an existing Water and Service Agreement dated August 1, 1988. This property is occupied pursuant to a permanent easement granted by Polk County, which easement is recorded in the real estate records of Polk County, Iowa at Book 6132, Page 578. This easement and agreements will transfer to CIWW.

The transfer of the Polk County Pumping Station shall be effected by delivery of a bill of sale and assignment of the easement set forth above by DMWW to CIWW, providing for transfer of Polk County Pumping Station facilities “as is,” in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

26. Ownership of the **Joint Maffitt Lake Booster Station** located at 1379 Adams Street, West Des Moines, shall be transferred to CIWW. The Joint Maffitt Lake Booster Station is located at the Maffitt Water Treatment Plant site to be transferred as provided in Note 31, and as used herein, consists of a booster station building which houses pumps that serve Cumming and Norwalk and pumps that serve West Des Moines, electric and controls equipment, and a standby emergency generator. This facility delivers water to Cumming, Norwalk, and West Des Moines. Operational and maintenance costs for the booster station and grounds will continue to be billed to the participants based on a 28E Agreement filed August 24, 2017, and a 28E Agreement Amendment filed December 7, 2017. The 28E Agreements will transfer to CIWW subject to existing rights per the 28E Agreements.

The transfer of the Joint Maffitt Lake Booster Station shall be effected by delivery of a quit claim deed as described in Note 31 and by a bill of sale from DMWW to CIWW and bill of sale from WDMWW to CIWW, providing for transfer of Joint Maffitt Lake Booster Station “as is,” in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

27. Ownership of the **NW 26th Street Booster Station** located at 2567 NW 72nd Place shall be transferred to CIWW. The NW 26th Street Booster Station as used herein, consists of a tract of land, a booster station building which houses pumps that serve both Polk City and unincorporated Polk County, electric and controls equipment, and a standby emergency generator. This facility delivers water to Polk City and unincorporated Polk County. Operational and maintenance costs for the booster station and grounds will continue to be billed to the participants based on terms of the 28E Agreement filed March 3, 2018. This agreement will transfer to CIWW subject to existing rights per the 28E Agreement.

The transfer of the NW 26th Street Booster Station shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of NW 26th Street Booster Station site and facilities “as is”, in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

28. Ownership of the **Xenia Booster Station at LP Moon** shall be transferred to CIWW. The Xenia Booster Station at LP Moon, as used herein, consists of a booster station building which is jointly owned by Waukee and Xenia. Operational and maintenance costs for the booster station will continue to be billed to the participants served by the facility based on terms of the 28E Agreement filed April 3, 2019. This facility is located on the LP Moon Pumping Station and Ground Storage Reservoir site to be transferred as described in Note 27. The facility

occupies the site pursuant to a 28E Agreement with DMWW. This agreement will transfer to CIWW subject to existing rights per the 28E Agreement.

The transfer of the Xenia Booster Station at LP Moon shall be effected by delivery of a quit claim deed as described in Note 24 and by delivery of quit claim deeds by Waukee and Xenia to CIWW, and bills of sale by DMWW, Waukee, and Xenia to CIWW, providing for transfer of the Xenia Booster Station at LP Moon facilities “as is,” in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

29. Ownership of the **Fleur Drive Water Treatment Plant** located at 408 Fleur Drive, Des Moines, shall be transferred to CIWW. The Fleur Drive Water Treatment Plant, as used herein, consists of building and facilities located on land owned by DMWW that is to be retained in ownership by DMWW and that comprise a 75 MGD conventional lime softening treatment plant with nitrate removal. The Fleur Drive Water Treatment Plant includes West High Lift Building B, Pumping Station Building C (including East Low Lift – infiltration gallery pumps, fluoride feed, polyphosphate feed, control center, break room, locker rooms, offices, etc.), Nitrate Removal Facility Building D (including sodium hypochlorite storage and feed, salt storage, etc. and a related force sewer main for discharge disposal), Filter Building E (including lime/soda ash/alum storage, backwash tank, slaker room, etc.), West Low Lift Building J (Raccoon River pumps), Sludge Pump Building K (including sludge concentrator), CO₂ Building M (including CO₂ storage tanks), Lime Sludge Dewatering Building N, Chemical Feed Building R (including ferric chloride feed), Carbon Feed Building S (including powdered activated storage tanks), truck scale, backwash tank, 10 MG clear well, Water Works owned medium voltage transformers, switch gear and 3,300 KW standby generator, and other miscellaneous facilities necessary to make the Fleur Drive Water Treatment Plant available for the use and benefit of CIWW for the production of drinking water.

The transfer of the Fleur Drive Water Treatment Plant shall be effected by delivery of a quit claim deed for each included building, but not its underlying land, by DMWW to CIWW and a bill of sale, by DMWW to CIWW, providing for transfer of all of the above described facilities “as is” and in place. A permanent easement for use, access, maintenance, improvement, repair, replacement, and expansion of all such facilities, above and below ground, within a permanent easement area, to be defined as the area enclosed by the flood protection levee shall be granted by DMWW to CIWW, subject to continued reasonable use of the easement area for DMWW purposes, and subject to the payment by CIWW to DMWW on an annual basis an easement fee reimbursing DMWW for a reasonable portion of DMWW’s actual costs of maintenance and upkeep of the areas utilized by CIWW pursuant to the easement. It is intended that CIWW and DMWW will enter into a 28E Agreement governing the ongoing use, maintenance, cost sharing, and mutual accommodations required for the location of their respective facilities located within the easement area and their shared use of such site.

All related easements, agreements, water withdrawal permits, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

30. Ownership of the **Laboratory** at the Fleur Drive Water Treatment Plant shall be transferred to CIWW. The Laboratory Building will be included in the instruments of transfer as set forth in Note 29. All laboratory facilities and equipment shall be transferred by bill of sale “as is” and in place from DMWW to CIWW. The Laboratory shall provide laboratory services related to distribution activity of Member Agencies on a fee for service basis at cost.

31. Ownership of the **McMullen Water Treatment Plant** located at 12223 SW Maffitt Lake Road shall be transferred to CIWW. The McMullen Water Treatment Plant, as used herein, consists of a tract of land and a 25 MGD conventional lime softening treatment plant. The McMullen Water Treatment Plant includes a Chemical Building (including unloading, storage and feed equipment for lime, powdered activated carbon, ferric chloride, CO₂, fluoride, sodium hypochlorite, and polyphosphate), Splitter Box, Up-flow Clarifiers, Filter Building, 5.0 MG Clearwell, High Service Pump Building, (including two 1,800 KW standby generators and transfer switch), Backwash Lagoon, Lime Residual Lagoons, residuals drying area, and other miscellaneous facilities necessary to make the McMullen Water Treatment Plant available for the use and benefit of CIWW for the production of drinking water. Portions of the Maffitt site are subject to farming licenses. Various joint use facilities are in use under 28E Agreements and other agreements.

The transfer of the McMullen Water Treatment Plant shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of the McMullen Water Treatment Plant and all related facilities, which shall include the McMullen Raw Water Collection Wells, Maffitt Reservoir, Crystal Lake, McMullen ASR Well, and the Joint Maffitt Lake Booster Station as described in Notes 7, 8, 9, 21 and 26, “as is,” in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

32. Ownership of the **Saylorville Water Treatment Plant** located at 6500 NW 26th Street in Polk County shall be transferred to CIWW. The Saylorville Water Treatment Plant, as used herein, consists of a tract of land and a 10 MGD dual membrane plant. The Saylorville Water Treatment Plant includes a Pretreatment Structure, Treatment Plant Building (including ultra filtration membranes, reverse osmosis membranes, chemical storage and feed system, high lift pumping, 5.0 MG Clearwell, lagoons, and other miscellaneous facilities necessary to make the Saylorville Water Treatment Plant available for the use and benefit of CIWW for the production of drinking water. All of the properties and assets of the Saylorville Expansion Project, including treatment facilities, collector wells, and transmission facilities shall be included as part of the Saylorville Water Treatment Plant for purposes of transfer to CIWW.

The transfer of the Saylorville Water Treatment Plant shall be effected by delivery of a quit claim deed and a bill of sale by DMWW to CIWW, providing for transfer of the Saylorville Water Treatment Plant and all related facilities “as is,” in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

33. Ownership of the **AC Ward Water Treatment Plant** Located at 1505 Railroad Ave, West Des Moines shall be transferred to CIWW. The AC Ward Water Treatment Plant as used

herein, consists of buildings and facilities located on land owned by the City of West Des Moines/WDMWW that is to be retained in ownership by the City of West Des Moines/WDMWW and that comprise a 10 MGD conventional lime softening treatment plant. The AC Ward Water Treatment Plant includes Building #1 Plant Building (filters, CO2 feed system and tank, lab and equipment, SCADA controls, security controls but not administrative offices and board room), Building #2 Sludge Room (including pumps), Building #3 Chemical Feed (including lime/soda ash/ferric chloride/sodium hypochlorite/phosphate systems and slaker room), Building #4 High Service Pumping (including pumps, MCC, and electrical components, 1,000 kW standby generator), Building #6 Dewatering Lime (including press, air compressors, truck bay used by lime hauler, offices and lunch room), 2 aerators and contact tanks, 4 Lime Softening Clarifiers, 1 Clear Well and associated pumps, 1 MG Ground Storage, 1 2MG Ground Storage, Elm Street Meter Pit and Valve Pipe from DMWW, Raw Meter Pit, Reclaim Tank and Pumps, and Lime Thickener Tank, Lime Lagoons (South Well Field), and other miscellaneous facilities necessary to make the AC Ward Water Treatment Plant available for the use and benefit of CIWW for the production of drinking water.

The transfer of the AC Ward Water Treatment Plant shall be effected by delivery of a quit claim deed for each included building, but not its underlying land, by WDMWW to CIWW and a bill of sale, by WDMWW to CIWW, providing for transfer of all of the above described facilities “as is” and in place. A permanent easement for use, access, maintenance, improvement, repair, replacement, and expansion of all such facilities, above and below ground, within a permanent easement area to be defined, shall be granted by WDMWW to CIWW, subject to continued reasonable use of the easement area for WDMWW purposes, and subject to the payment by CIWW to WDMWW on an annual basis an easement fee reimbursing WDMWW for a reasonable portion of WDMWW’s actual costs of maintenance and upkeep of the areas utilized by CIWW pursuant to the easement. It is intended that CIWW and WDMWW will enter into a 28E Agreement governing the ongoing use, maintenance, cost sharing, and mutual accommodations required for the location of their respective facilities located within the easement area and their shared use of such site.

All related easements, agreements, water withdrawal permits, rights, and claims, will be assigned by WDMWW to CIWW and shall be assumed by CIWW.

34. Ownership of the **Grimes Water Treatment Plant** located at 1801 James Street, Grimes shall be transferred to CIWW. The Grimes Water Treatment Plant, as used herein, consists of buildings and facilities located on land owned by the City of Grimes that is to be retained in ownership by the City of Grimes and that comprises 5.2 MGD of treatment capacity including 1.44 MGD of conventional lime softening treatment capacity, 3.56 MDG of RO treatment capacity, a 2 MG ground storage tank, and other miscellaneous facilities necessary to make the Grimes Water Treatment Plant available for the use and benefit of CIWW for the production of drinking water.

The transfer of the Grimes Water Treatment Plant shall be effected by delivery of a quit claim deed for each included building, but not its underlying land, by the City of Grimes to CIWW and a bill of sale, by the City of Grimes to CIWW, providing for transfer of all of the above described facilities “as is” and in place. A permanent easement for use, access, maintenance,

improvement, repair, replacement, and expansion of all such facilities, above and below ground, within a permanent easement area to be defined shall be granted by the City of Grimes to CIWW, subject to continued reasonable use of the easement area for the City of Grimes' purposes, and subject to the payment by CIWW to the City of Grimes on an annual basis an easement fee reimbursing the City of Grimes for a reasonable portion of the City of Grimes' actual costs of maintenance and upkeep of the areas utilized by CIWW pursuant to the easement. It is intended that CIWW and the City of Grimes will enter into a 28E Agreement governing the ongoing use, maintenance, cost sharing, and mutual accommodations required for the location of their respective facilities located within the easement area and their shared use of such site.

All related easements, agreements, water withdrawal permits, rights, and claims, will be assigned by the City of Grimes to CIWW and shall be assumed by CIWW.

35. Ownership of the **Polk City Water Treatment Plant** located at 402 N. 3rd Street in Polk City shall be transferred to CIWW. The Polk City Water Treatment Plant, as used herein, consists of a tract of land and a 0.5 MGD plant, and an iron lagoon located within an easement from the United States Army Corps of Engineers. The Polk City Water Treatment Plant will include all facilities necessary to make the Polk City Water Treatment Plant available for the use and benefit of CIWW for the production of drinking water.

The transfer of the Polk City Water Treatment Plant shall be effected by delivery of a quit claim deed and a bill of sale by Polk City to CIWW, providing for transfer of the Polk City Water Treatment Plant and all related facilities, "as is," in place, and subject to existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by Polk City to CIWW and shall be assumed by CIWW.

36. Ownership of **Core Network Transmission and Raw Water Mains** shall be transferred to CIWW. The Core Network is a system of pipelines that connects the treatment plants, storage tanks, pumping stations, and other related facilities in a way that allows each Member Agency to receive water. The Core Network consists primarily of large diameter (16-inch to 48-inch) pipelines totaling more than 700,000 linear feet. Core Network facilities are noted on the Core Network Map and are annotated in the DMWW GIS system. Much of the Core Network system lays in public right-of-way. In cases where Core Network facilities lay in easement, those easements will be assigned to CIWW. The Core Network includes mains that connect raw water collection facilities to water treatment plants. The Core Network also includes a number of automated control valves used to manage flow within the system. These control valves including associated valve vaults, controls, and power will be transferred to CIWW. The Core Network does not include the Norwalk Western Feeder Main.

The transfer of the Core Network Transmission Mains shall be effected by delivery of a bill of sale by DMWW to CIWW, providing for transfer of Core Network Transmission Mains and all related facilities, "as is," in place, and subject to any existing third party rights of use. All related easements, agreements, rights, and claims will be assigned by DMWW to CIWW and shall be assumed by CIWW.

NOTES TO EXCLUDED ASSETS

37. Ownership of **Ankeny ASR Wells 1, 2, and 3** will **not** transfer to CIWW. These ASR wells are beyond Ankeny's wholesale meter and cannot deliver water to the Core Network. These ASR wells will serve as seasonal storage for the City of Ankeny.
38. Ownership of **Waukee ASR Well 1** will **not** transfer to CIWW. This ASR well is beyond Waukee's wholesale meter and cannot deliver water to the Core Network. This ASR well will serve as seasonal storage for the City of Waukee.
39. Ownership of **Grimes ASR Well 1** will **not** transfer to CIWW. This ASR well is beyond Grimes' wholesale meter and cannot deliver water to the Core Network. This ASR well will serve as seasonal storage for the City of Grimes.
40. Ownership of the **Wilchinski Standpipe** located at 903 E. Pleasant View Drive in Des Moines will **not** transfer to CIWW. This standpipe serves primarily DMWW direct retail customers. It is estimated that 10% of the water that flows through this standpipe is ultimately delivered to Member Agencies other than DMWW. The Wilchinski site also serves as a hub for the regional telemetry system with antennas mounted on the structure. For these reasons, 10% of the O&M costs for the Wilchinski site will be billed to CIWW by DMWW on an annual basis with such billing amount to be subject to annual adjustment as use changes.
- CIWW's right to use the telemetry facilities located on this site shall be granted under the Operating Contract between DMWW & CIWW.
41. Ownership of the **Joint East Side Tower** located at 8403 NE 27th Ave, Altoona will **not** transfer because Altoona will not be a Founding Agency but will be served by DMWW under Section 15 of Article IV.
42. Ownership of the **Nollen Booster Station and Standpipe** located at 2569 Hull Avenue in Des Moines will **not** transfer to CIWW. This booster station serves primarily DMWW direct retail customers. It is estimated that 5% of the water that flows through this station is ultimately delivered to Member Agencies other than DMWW. For this reason, 5% of the O&M costs for the Nollen Booster Station and Standpipe site will initially be billed to CIWW by DMWW on an annual basis, with such billing amount to be subject to annual adjustment as use changes.
43. Ownership of the **Hazen Booster Station and Tower** located at 4800 Hickman Road in Des Moines will **not** transfer to CIWW. This booster station serves primarily DMWW direct retail customers. It is estimated that 5% of the water that flows through this station is ultimately delivered to Member Agencies other than DMWW. For this reason, 5% of the O&M costs for the Hazen Booster Station and Tower site will be billed to CIWW by DMWW on an annual basis with such billing amount to be subject to annual adjustment as use changes.
44. Ownership of the **Urbandale Booster Station** located at 4006 Merle Hay Road in Des Moines will **not** transfer to CIWW. This booster station serves exclusively UWU direct retail

customers. Ownership of the site occupied by the Urbandale Booster Station will transfer to CIWW as part of the Tenny Standpipe transfer, subject to UWU's existing occupancy rights.

45. Ownership of the **Waukee Booster Station** located at 601 SE Boone Drive in Waukee will **not** transfer to CIWW. This booster station serves exclusively City of Waukee direct retail customers. The booster station sits in a permanent easement recorded at Dallas County Recorder's Office Book 826, Pages 1048-1051.
46. Ownership of the **Norwalk Booster Station** located in the east right-of-way of SW 42nd Street south of Echo Valley Drive in Norwalk will **not** transfer to CIWW. This booster station serves exclusively City of Norwalk direct retail customers.
47. Ownership of the **Airport Booster Station** located at 7407 SW 34th Street in Des Moines will **not** transfer to CIWW. This booster station serves exclusively DMWW direct retail customers.
48. Ownership of the **Delaware Booster Station** located on SE Delaware Ave in Ankeny will **not** transfer to CIWW. This booster station serves exclusively City of Ankeny direct retail customers.
49. Ownership of the **Roosevelt Booster Station** located at the intersection of Center Street and Polk Boulevard will **not** transfer to CIWW. This booster station serves exclusively DMWW direct retail customers.
50. Ownership of the **SE Polk Alleman Booster Station** located at 2220 NE 126th Ave, Elkhart will **not** transfer to CIWW. This booster station serves exclusively DMWW direct retail customers.
51. Ownership of the **SE Polk Bondurant Booster Station** located at 5638 NE 56th Street, Altoona, Iowa will **not** be transferred to CIWW because Bondurant will not be a Founding Agency but will be served by DMWW under Section 15 of Article IV.
52. Ownership of **Des Moines Water Works Park and Adjacent Lands** will **not** transfer to CIWW. The Des Moines Water Works Park and Adjacent Lands, as used herein, includes the areas currently utilized by the public as "Water Works Park" together with other adjacent land not currently designated for park purposes. All such property, including grounds which comprise Water Works Park shall be used jointly by CIWW and DMWW for their respective ongoing operations as provided in the instruments of transfer of assets hereunder, and may, in the sole discretion of DMWW, continue to be made available by DMWW to the public for park purposes that are consistent with DMWW and CIWW operational needs under rules established by DMWW in its sole discretion. It is intended that CIWW and DMWW will enter into a 28E Agreement governing the ongoing use, maintenance, cost sharing, and mutual accommodations required for the location of their respective facilities on the Des Moines Water Works Park and Adjacent Lands grounds and their shared use of the Park grounds.

53. Ownership of the **DMWW General Office Building** will **not** transfer to CIWW. A share of its operational costs may be allocated to CIWW under the Operating Contract between DMWW and CIWW.
54. Ownership of the **DMWW Grounds Shop** will **not** transfer to CIWW. A share of its operational costs may be allocated to CIWW under the Operating Contract between DMWW and CIWW.
55. Ownership of the **WDMWW General Office Building** will **not** transfer to CIWW. A share of its operational costs may be allocated to CIWW under the Operating Contract between WDMWW and CIWW.

SCHEDULE IV-9
CURRENTLY PLANNED DESIGNATED WATER SUPPLY FACILITY
JOINT CAPITAL PROJECTS FOR 2025-2026

The currently planned joint capital facility projects listed as follows shall be constructed without further Board approval by the listed Founding Agencies and the costs thereof shall be paid by CIWW, or in the case of a project financed by the State Revolving Fund, CIWW shall assume the debt.

[Schedule on following page]

		2025-2026 Estimated Costs	
Producer	Project Name		
DMWW	FDTP Bulk PAC System	2,600,000	
DMWW	FDTP CO2 Feed System Upgrade	1,200,000	
DMWW	FDTP Lime Slurry Feed Bldg Replacement	600,000	
DMWW	FDTP WHL High Service Pump Replacements	1,700,000	
DMWW	FDTP 5KV Switch Gear Controls Upgrade	1,400,000	*
DMWW	FDTP Sand Filter Rehabilitation	5,000,000	*
DMWW	FDTP Lime Sludge Filter Press Rehabilitation	4,200,000	*
DMWW	FDTP Treatment Basin Reclaiming	1,400,000	*
DMWW	FDTP - HVAC	400,000	
DMWW	FDTP Safety Showers & Tempering	200,000	
DMWW	DM River Well Field	10,400,000	*
DMWW	MWTP Exterior Paint	500,000	
DMWW	MWTP Collector Well Rehabilitation	720,000	*
DMWW	MWTP Safety Showers & Tempering	200,000	
DMWW	Crystal Lake Improvements	800,000	*
DMWW	Crystal Lake Pump Station	4,500,000	*
DMWW	SWTP Collector Well Rehabilitation	700,000	*
DMWW	SWTP RO Membrane Replacement	500,000	*
DMWW	SWTP UF Membrane Replacement	1,200,000	*
DMWW	SCADA Network Improve	2,400,000	*
DMWW	Core Network Air Relief Valve Upgrades	600,000	*
WDMWW	Building 1 Structural Repairs	800,000	
WDMWW	Plant Improvements (Phase 1) - Clearwell Improv, Transfer	400,000	
WDMWW	Structural Repairs - Buildings 2, 3, 4, 6	375,000	
WDMWW	Shallow Wells AC Ward - carryover from 2022-23	2,800,000	*
WDMWW	Demolish Building 5 for future water plant needs	200,000	
WDMWW	Painting - Ground Storage Tank #1 - 1 MG Storage	725,000	
WDMWW	Replace HSP No. 3/Update Electrical/VFD	950,000	
WDMWW	Fencing Upgrades at A.C. Ward/flag pole	120,000	
WDMWW	New 30 ton CO2 tank	800,000	
WDMWW	Plant Equipment/Building Upgrades	400,000	*
WDMWW	Replace Air Backwash Blower	116,000	*
WDMWW	Miscellaneous Filter Improvements (Repainting and Valve Stem F	109,000	*
WDMWW	Replace HSP No. 2 and No. 3	272,000	*
WDMWW	Replace Process Valves	442,000	*
WDMWW	Install VFDs	292,000	*
WDMWW	Repaint Piping & Pumps	26,000	*
WDMWW	Ferric Chloride Feed System Improvements	80,000	*
WDMWW	Building 5 Structural-Architectural Demolition	108,000	*
WDMWW	Building No. 1 - Mechanical Repairs - Filter Room Dehumidifier	285,000	*
WDMWW	Building No. 1 - All Other Mechanical Improvements	249,000	*
WDMWW	Building No. 3 - Mechanical Repairs	285,000	*
WDMWW	Building No. 4 - Mechanical Repairs	35,000	*
WDMWW	Building No. 6 - Mechanical Repairs	166,000	*
WDMWW	Replace MCC Buckets	351,000	*
Total		\$ 51,606,000	

* Indicates projects that are ongoing or may extend beyond 2026

Grimes and Polk City have no planned joint capital projects in 2025 or 2026.

SCHEDULE IV-10
ESTIMATED SAYLORVILLE EXPANSION PROJECT ALLOCATION AND
ESTIMATED COSTS

\$159,054,000 Engineer's Opinion of Probable Cost

Pro Rata								
V-3 2017 LRP % 9% 91%								
Member	Initial Capacity MGD	Pro Rata Initial Capacity %	Growth %	Resiliency	Growth	Total \$	Pro Rata Allocation of Costs	Saylorville Capacity Allocation MGD
Ankeny	15.026	11.172%	24.150%	\$1,599,256	\$34,954,502	\$36,553,758	22.981%	2.415
Clive	4.370	3.249%	1.610%	\$465,090	\$2,330,300	\$2,795,390	1.758%	0.161
DMWW	48.344	35.943%	12.070%	\$5,145,189	\$17,470,015	\$22,615,204	14.219%	1.207
Johnston	6.690	4.974%	6.300%	\$712,021	\$9,118,566	\$9,830,587	6.181%	0.630
Grimes	7.156	5.320%	14.220%	\$761,551	\$20,581,906	\$21,343,457	13.419%	1.422
Norwalk	4.107	3.054%	6.840%	\$437,176	\$9,900,157	\$10,337,333	6.499%	0.684
Polk City	1.681	1.250%	1.740%	\$178,936	\$2,518,461	\$2,697,397	1.696%	0.174
UWU	13.716	10.198%	6.920%	\$1,459,829	\$10,015,948	\$11,475,777	7.215%	0.692
Warren Water District	3.211	2.387%	1.610%	\$341,696	\$2,330,300	\$2,671,996	1.680%	0.161
Wauke	7.128	5.300%	12.070%	\$758,688	\$17,470,014	\$18,228,702	11.461%	1.207
WDMWW	17.312	12.871%	12.470%	\$1,842,466	\$18,048,971	\$19,891,437	12.506%	1.247
Xenia	5.759	4.282%	0.000%	\$612,962	\$0	\$612,962	0.385%	0.000
Totals	134.500	100.000%	100.000%	\$14,314,860	\$144,739,140	\$159,054,000	100.000%	10.000

Note: Engineer's Opinion of Probable Construction Cost is an estimate only and shall not govern the financial obligation of each Member Agency. The full and actual cost incurred by DMWW and CIWW, including interest on debt service, shall be the basis of each Member Agency's financial obligation.

Upon CIWW assumption of any indebtedness incurred for the Saylorville Expansion Project, the above table shall be updated to reflect the full amortized cost of said debt, to be allocated to the Member Agencies in accordance with the schedule above.

SCHEDULE IV-11
DMWW INCOMPLETE PROJECTS FOR DESIGNATED WATER SUPPLY
FACILITIES

Most recent information available as of 12/31/22

Amounts and projects will change as of Operational Commencement Date

Project #	Project Name	Amount
546-440	Roof Replacements/Repairs	\$ 177,000
546-493	MWTP Glass Block Repairs	74,750
546-501	Nitrate Crawl/Clearwell Repair	244,000
546-509	FDTP Safety Showers & Tempering	223,000
546-519	Ops Ctr Storm Water PS Improve	347,000
546-521	DMR Isolation Valve-Parco Sys	264,000
546-532	FD Chemical Bldg Stairwell	39,000
546-533	FD EHL#1 Closed Loop Cooling	217,000
546-534	FD Diesel Gen Closed Loop Cool	155,000
546-535	FD Chemical Bldg Elevator	259,000
546-321	WHL Discharge Header Painting	157,000
546-443	FTP-Filter Media Replacement	720,000
546-495	Fluoride Room Improvements	216,000
546-499	Tmt Basin Rechainning Program	366,000
546-512	SCADA Network Improvement	1,690,480
546-528	Isolation Clear Well - Gallery	43,500
546-529	EHL Suction Well-Elevate Grade	200,000
546-539	FD VFD High Lift Pumps	387,000
546-540	FD ELL/EHL Flood Protect	287,000
546-541	FD 5kV Switch Gear Controls	585,000
546-543	FD PAC Facility Upgrades	293,500
546-610	FD Filter Plant Rehab	58,000
546-497	Rehab MWTP Radial Collect Wells	1,521,000
546-544	McM HSP Room HVAC Upgrades	119,000
546-545	McM Ferric Chloride Expansion	191,000
546-546	McM Ferric Feed Line Replace	233,000
546-547	McM PAC System	217,000
546-612	SWTP Floor Drain Improve	80,000
<u>975-010</u>	Production Vehicle Replacement (vehicles not yet available)	<u>329,000</u>
Total Estimated Cash To Be Paid by DMWW at Operational Commencement Date		<u>\$ 9,693,230</u>

SCHEDULE IV-12
GUIDING PRINCIPLES FOR FUNDING CAPITAL PROJECTS
AND ONGOING OPERATIONS AND MAINTENANCE (O&M) COSTS

These principles are general in nature and should be used to guide cost responsibility decisions for capital projects and related operations and maintenance ("O&M") of facilities. Any uncertainty or dispute regarding the appropriate allocation and responsibility of costs shall be referred by the Board to the Technical Committee for review and recommendation. The Board shall make a final decision regarding the funding of capital and O&M costs.

1. Source and Treatment Expansion Projects (Capacity Expansion)

For projects that increase regional system capacity, the cost of source and treatment improvements will be allocated to Member Agencies based on the 91%/9% formula (outlined in Section 7 of Article V and Schedule VI-2 and included here for completeness).

2. Source and Treatment Maintenance, Repair, and Upgrade (Joint Capital)

For projects that do not increase regional system capacity, but are necessary to maintain the capacity of existing source or treatment facilities or to upgrade them to meet current standards, the cost of the project will be allocated to Member Agencies through CIWW rates, CIWW reserves, CIWW bond issuance, or other sources of funding available to CIWW (outlined in Section 9 of Article V and Schedule VI-2 and included here for completeness).

3. Core Network Transmission Main Projects

It shall be the responsibility of the Technical Committee to make the determination as to whether a transmission main project is an Expansion Capacity Project or a Joint Capital Project.

- a. Transmission main projects that are constructed as part of a Capacity Expansion Project specifically to deliver the expanded capacity to the Core Network where it is needed will have costs allocated to Member Agencies based on the 91%/9% formula, with Member Agencies participating in and purchasing expanded capacity being allocated their share of the 91% based on their allocation of the expanded capacity. These facilities will be owned, operated, and maintained by CIWW.
- b. Transmission main projects that are not constructed as part of a Capacity Expansion Project but support the Core Network broadly as determined by the Technical Committee, will have costs allocated to Member Agencies through CIWW rates, CIWW reserves, CIWW bond issuance, or other sources of funding available to CIWW. These facilities will be owned, operated, and maintained by CIWW.
- c. Transmission main projects that deliver capacity to defined Member Agencies and do not support the Core Network more broadly as determined by the Technical Committee, will have 100% of construction costs allocated to Member Agencies receiving capacity through the project based on each Member Agency's proportionate capacity allocation in the project. If the facility serves more than one Member Agency, the facility will be eligible for ownership by CIWW, including capital replacement, operation, and maintenance, once constructed. If a transmission main project originally constructed and paid for by a single

Member Agency becomes a joint use facility in the future, the originally constructing Member Agency will be entitled to compensation for the proportionate share of capacity being allocated to another Member Agency. Such compensation shall be funded and paid for by the Member Agency acquiring such capacity. The portion of the facility which is joint use will then become eligible for ownership by CIWW, including capital replacement, operation, and maintenance costs.

4. Pumping Stations or Booster Stations Constructed Specifically to Deliver Capacity from an Expansion Project

Costs will be allocated to Member Agencies based on the 91%/9% formula with 91% being allocated to Member Agencies being served by the facility, based on each Member Agency's proportionate allocated capacity in the facility. The remaining 9% of the total cost of the project shall be allocated to all Member Agencies based on each Member Agency's pro rata share of Allocated Capacity as of the date the Board approves the project. O&M costs for the facility will be paid by these Member Agencies based on their usage of the facility. If the facility serves more than one Member Agency, the facility will be eligible for ownership by CIWW, including capital replacement, once constructed. This section will not apply to redundant or backup facilities.

5. Pumping Stations or Booster Stations Not Related to a Capacity Expansion Project

The full cost of pumping and booster stations unrelated to a Capacity Expansion Project will be allocated to the Member Agencies being served by the facility, based on each Member Agency's proportionate allocated capacity in the facility. O&M costs for the facility will be paid by those Member Agencies based on their usage of the facility. If the facility serves more than one Member Agency, the facility will be eligible for ownership by CIWW, including capital replacement, once constructed.

The following chart summarizes these guiding principles:

	Source & Treatment	Transmission (Core Network)	Transmission (Core Network)	Transmission (Non-Core Network) 1 Participant	Transmission (Non-Core Network) 2+ Participants	Pumping Station	Pumping Station 1 Participant	Pumping Station 2+ Participants
Expansion Related	X	X				X		
Non-Expansion Related			X	X	X		X	X
Eligible for CIWW Ownership	X	X	X		X	X		X
Capital Funding Mechanism	91%/9%	91%/9%	Base Extra Capacity Method	100% by Participant only	100% by Participants only	91% by Participants 9% all Member Agencies	100% by Participant only	100% by Participants only
O&M Cost Recovery Mechanism	Base Extra Capacity Method	Base Extra Capacity Method	Base Extra Capacity Method	100% by Participant only	Base Extra Capacity Method	Based on Usage to Participants only	100% by Participant only	Based on Usage to Participants only
Eligible for CIWW Capital Replacement	X	X	X		X	X		X

SCHEDULE IV-14
EXISTING AND POTENTIAL TOTAL SERVICE AGREEMENTS

Member Agency	Total Service Agreement
DMWW	Berwick Water Association, Iowa
	City of Alleman, Iowa
	City of Cumming, Iowa
	City of Pleasant Hill, Iowa
	City of Runnells, Iowa
	City of Windsor Heights, Iowa
	Greenfield Plaza Benefited Water District, Iowa
Warren Water District	St. Charles, Iowa
	Hartford, Iowa
Xenia Rural Water District	City of Bagley
	City of Linden
	City of Menlo
	City of Redfield ¹
	City of Dawson ¹
	City of Yale ¹

Footnote:

1 – Potential future agreement

SCHEDULE IV-16
EXISTING AND POTENTIAL WHOLESALE RELATIONSHIPS TO BE CONTINUED

Member Agency	Wholesale Relationship
DMWW	Water Development Company
	Note: The City of Altoona and the City of Bondurant will be served by DMWW as wholesale customers as provided by the Purchased Capacity Master Agreement under Section 15 of Article IV, subject to the terms and limitations of Section 15.
Grimes	Water Development Company
Johnston	Camp Dodge
Warren Water District	Milo, Iowa
	Martensdale, Iowa
	Truro, Iowa
	New Virginia, Iowa
	St. Marys, Iowa
	Earlham, Iowa
	Lacona, Iowa ²
	River Oaks Development
	Deer Hunters Run Development
	Booneville Mobile Home Park
	Hartford Mobile Home Park
	Patterson Mobile Home Park
	DMWW for Greenbrier Estates Subdivision
Xenia Rural Water District	City of Stuart
	City of Minburn
	City of Jamaica
	City of Dallas Center ¹
	City of DeSoto ¹
	City of Dexter ^{1, 2}
	Fox Creek Benefited Water District ¹
	Wildwood Estates
	City of Redfield ²
	City of Dawson ²
	City of Yale ²

Footnotes:

1 – Emergency connection only

2 – Potential future connection

SCHEDULE IV-19 REGIONAL AQUIFER STORAGE AND RECOVERY (ASR) RULES AND REQUIREMENTS

The Total ASR capacity and recharge and recovery schedules of CIWW and the Member Agencies shall be managed by CIWW and the Board to facilitate proper operation of the water production and delivery systems of CIWW and the Member Agencies during periods of ASR facility recharge or recovery and to maximize the benefit of ASR facilities to individual Member Agencies and to the CIWW regional system.

The following initial Rules shall apply to ASR facilities and operations until further action by the Board:

Rule 1. The following ASR capacity limits shall apply to help ensure that available system capacity is adequate to meet ASR facility recharge needs while also allowing for necessary treatment facility and transmission system maintenance and repairs to be completed during ASR facility recharge:

- “ASR Recovery Capacity” of each ASR facility shall mean the maximum daily capacity of water recoverable from the facility expressed in Million Gallons Per Day (MGD).
- Total ASR Recovery Capacity of CIWW and all Member Agencies shall at all times be limited to not more than 20% of the total treatment capacity of CIWW. For example, if CIWW’s total treatment capacity is 120 MGD, total ASR Recovery Capacity shall be limited to 24 MGD. In addition, ASR Recovery Capacity of each Member Agency shall be limited to not more than 50% of its average day water demand.

Rule 2. To ensure treatment capacity adequate for ASR facility recharge, new ASR facilities of Member Agencies constructed after the Effective Date shall require approval by the Board. The Technical Committee shall review all new ASR facility proposals and make recommendations to the Board.

The capacity of existing ASR facilities shall not be increased without prior approval from the Board.

ASR facilities that are abandoned or decommissioned shall not be replaced or recommissioned without prior approval from the CIWW.

Member Agencies whose average day demand is not sufficient to support operation of an ASR facility may collaborate with other Member Agencies to aggregate their average day demand for consideration of a joint ASR facility.

Rule 3. Member Agencies shall coordinate ASR recharge and recovery schedules with CIWW and its operating contractors to ensure adequate capacity is available. CIWW and its operating contractors shall have the right to require changes to recharge and recovery schedules as necessary to accommodate source water challenges, maintenance and repairs to treatment or transmission facilities, or other operational issues.

Member Agencies shall suspend recharge or to initiate recovery on short notice from CIWW's staff or any of CIWW's operating contractors in response to operational challenges and regional needs.

CIWW does not guarantee Member Agencies that system capacity will be available to completely recharge ASR facilities in any given year.

Rule 4. The following ASR facilities are deemed approved without regard to the Maximums of Rule 1 or further Board Action under Rule 2:

Existing Regional ASR Facilities

	Capacity (MGD)
LP Moon	3.0
Army Post	3.0
McMullen	3.0

Existing Member Agency ASR Facilities

	Capacity (MGD)
Ankeny 1	1.5
Ankeny 2	3.0
Ankeny 3	3.0
Waukee	1.3
Grimes	0.7

Proposed Member Agency ASR Facilities

	Capacity (MGD)
DMWW	3.0
UWU	3.0
WDMWW	3.0

SCHEDULE V-2

COSTS PAYABLE TO WATER PRODUCING MEMBER AGENCIES

Each Water Producing Member Agency shall be paid for its full actual operational costs under its Operating Contract. Actual operational costs shall be based on the cost principles stated in this Schedule.

Full actual operational costs are defined to be the prudent and necessary costs actually incurred to operate the Designated Water Supply Facilities as defined in this Agreement, including repair, replacement, and other investment required to maintain existing production capacity, as well as related general and administrative expenses. For avoidance of doubt, such costs shall include actual contract costs with third-party contract operators. Excluded from the definition of operational costs are: (a) all debt service; (b) costs incurred by a Water Producing Member Agency for CIWW budgeted CIP capital projects that are otherwise reimbursed to the Water Producing Member Agency by CIWW; (c) all costs related to the Water Producing Member's water distribution network; (d) purchases of inventory (however, the use of inventory may be included as materials & supplies per the below definitions); (e) non-cash charges such as depreciation and amortization expense; and (f) payments or transfers from the Water Producing Member's water utility enterprise to any parent organization or general fund, unless benefit to Water Supply Activity or Designated Water Supply Facilities exists. Water Producing Member Agencies shall categorize their costs as follows:

Personnel Costs. The cost of wages and salaries; local, state, and federal employment taxes; and insurance and benefit costs. Water Producing Member Agencies are required to maintain separate accounts to differentiate between those Personnel Costs incurred in the operations of the Designated Water Supply Facilities from those used in the operation of the Water Producing Member Agency's distribution network.

Materials and Supplies. These costs are tangible items that are used or consumed in the direct operations and maintenance of the Designated Water Supply Facilities. Water Producing Members are required to maintain separate accounts to differentiate between those materials and supplies used in the operations of the Water Supply Facilities from those used in operation of the Member Agency's distribution network.

Contract Services. Any services provided under contract to the Water Producing Member Agency directly related to the operations of the Designated Water Supply Facilities. To the extent contract services may include services for both the Designated Water Supply Facilities and the Water Producing Member Agency's distribution network, the Water Producing Member shall be required to split the contract costs based on a distribution of labor and materials consistent with the contract's scope of work.

Utilities. The cost of electric, water, wastewater, stormwater, telephone, internet, gas or other utility services necessary for the direct operations of the Designated Water Supply

Facilities. Water Producing Member Agencies shall be required to maintain separate accounts to differentiate the utility costs used in the operations of the Designated Water Supply Facilities from those costs incurred to operate the Water Producing Member Agency's distribution network.

General & Administrative. Water Producing Member Agencies shall be allowed to include reasonable general and administrative costs, so long as the Board approves in advance that the methodology of the calculation is appropriate, reasonable, and consistent with other Water Producing Member Agencies, and the Water Producing Member Agency submits supporting accounting documentation of actual costs to justify the G&A expense.

2% Margin. Water Producing Members shall collect a 2% margin on their reimbursable operating costs, including personnel costs, materials and supplies, contract services, utilities, and general and administrative costs.

Renewal & Replacement. The costs of unforeseen, emergency renewal and replacement of capital assets that have not been considered in CIWW Capital Plan, such as the replacement of a pump due to failure and other costs of a similar nature. The Water Producing Member initially incurring the cost of capital replacement shall provide supporting documentation and justification for the capital expense.

During CIWW's budget process for each fiscal year (which, for CIWW, is calendar year), each Water Producing Member Agency shall submit to CIWW Board a projection of its full actual operational costs for the budget year, along with documentation to demonstrate the distribution of costs between the Water Producing Member Agency's production and distribution facilities. CIWW shall pay the operational costs in seasonally-adjusted monthly installments based on the budgets submitted by the Water Producing Members and approved by CIWW Board. Such payments to Water Producing Member Agencies shall be paid in advance for budgeted expenses to be incurred for the following month on the first business day of each month for that month. Throughout the fiscal year, Water Producing Member Agencies shall report actual operational costs on a quarterly basis to CIWW and identify and explain material fluctuations from projections.

True-Up Requirement

Within 60 days after the close of the fiscal year, full actual operational costs shall be summarized and a true-up amount calculated for each Water Producing Member Agency equal to the total amount previously paid for the year minus the actual amount calculated to be due. Any overpayment shall be refunded by the Water Producing Member Agency to CIWW and any underpayment shall be paid by CIWW to the Water Producing Member Agency. Such amounts shall be paid within twenty-five (25) days of the determination of the amount due.

**SCHEDULE V-3
CAPACITY ALLOCATIONS**

Member	Maximum Day Demand in Millions of Gallons		
	Adjusted I-2B ¹	XIII-1	V-3
	Five-Year Average	Reserve Capacity	Initial Capacity
Ankeny	8.589	6.437	15.026
Clive	3.941	0.429	4.370
DMWW	45.127	3.217	48.344
Johnston	5.009	1.681	6.690
Grimes	3.365	3.791	7.156
Norwalk	2.283	1.824	4.107
Polk City	1.216	0.465	1.681
UWU	9.997	3.719	13.716
Warren Water District	2.782	0.429	3.211
Waukee	3.910	3.218	7.128
WDMWW	13.986	3.326	17.312
Xenia	2.862	2.897	5.759
Total	103.067	31.433	134.500

¹ DMWW Five-Year Average MDD from Schedule I-2(B) was adjusted to reflect the Purchase Capacity requirements to serve Bondurant and Altoona as wholesale customers as provided by the Purchased Capacity Master Agreement under Section 15 of Article IV, subject to the terms and limitations of Section 15.

In addition to the initial capacity allocations above and the capacity created under the Saylorville Expansion Project as outlined in Schedule IV-10, there may be an additional 2 MGD of capacity constructed by a Water Producing Member Agency within approximately the first five years after the Operational Commencement Date, to be offered to all interested Member Agencies based on a pro-rata allocation of each Member Agency's best estimates of future water requirements and demand as reported to the Technical Committee for Long Range Planning under Section 3 of Article VII.

SCHEDULE V-5 CHARGES FOR FUTURE CAPACITY ALLOCATIONS

This Schedule describes the methodology for determining payments for Allocated Capacity by New Member Agencies under Section 5 of Article V.

Step 1: Determine the Total Capacity Requirements as described in Section 3 of Article V.

Step 2: Multiply the Total Capacity Requirement by the Incremental Unit Cost of Capacity, which shall be determined as follows:

$$\text{Incremental Unit Cost} = \text{Expansion Cost} / \text{Expanded Capacity}$$

Where:

Expansion Cost is the total cost of capital projects in the CIWW Long Range Plan identified as expansion-related only. Expansion Costs will exclude the cost of any project to meet non-expansion needs including but not limited to: renewal and replacements, upgrades, maintenance, acquisition or construction of assets with useful lives less than 10 years, regulatory projects, and acquisition or construction of administrative facilities. Expansion costs will be expressed in current-year dollars.

Expanded Capacity is the difference between the projected total capacity of the CIWW Water Supply Facilities upon completion of the expansion projects identified in the CIWW Long Range Plan and the current production capacity. If the CIWW Long Range Plan does not include expansion related costs for production capacity, costs for the most recently constructed production facilities, adjusted by an industry accepted construction cost index, shall be used.

SCHEDULE VI-2 MANDATORY RATE PRINCIPLES

CIWW will conduct an annual Cost of Service Study and allocate operation and maintenance (O&M) and capital costs to Member Agencies based on widely accepted industry cost allocation and rate making principles as set forth in the American Water Works Association's (AWWA) M-1 Manual "*Principles of Water: Rates, Fees, and Charges.*" CIWW costs include and are defined as:

1. ***Operations & Maintenance ("O&M")*** - Prudent and necessary costs to operate and maintain source of supply, treatment, pumping, and transmission facilities, as well as applicable efforts related to customer service and general and administrative expenses. O&M costs also include adjustments to operating reserves necessary to maintain appropriate levels of working capital consistent with CIWW financial policies as approved by the Board of Directors.
2. ***Joint Capital Projects*** – Joint Capital Projects shall include any project to maintain, repair, update, or improve any applicable facility that does not expand its capacity.
3. ***Shared Capacity Expansion Projects*** – Capital cost of assets and expansions constructed to meet regional growth in water demands common to all Member Agencies. Nine percent (9%) of projected expansion costs are allocated as Shared Capacity Expansion costs.
4. ***Allocated Capacity Expansion Projects*** – Capital cost of assets constructed to meet Member Agency-specific growth projections and water demands. Ninety-one percent (91%) of projected expansion costs are allocated as Allocated Growth costs.

COST ALLOCATION REQUIREMENTS

Cost allocation shall be based on the "Base Extra-Capacity" method as described in the AWWA M1 Manual, which recognizes four primary cost components: base costs, extra-capacity costs, customer costs, and fire protection costs. CIWW costs shall be assigned to the four cost components as follows:

- Base Costs (\$/Million Gallons) shall include all O&M, Joint Capital and Shared Growth costs incurred in producing the volumes of water delivered to Member Agencies up to average-daily demand levels. Base costs shall be uniform for all Member Agencies and expressed as a cost per unit of volume delivered by CIWW with reasonable allowances for water losses determined per Schedule VI-3.
- Extra-Capacity Costs (\$/MGD) shall include all O&M, Joint Capital and Shared Growth costs incurred in producing and delivering volumes of water in excess of average-daily demand levels. Extra-capacity costs shall be uniform for all Member Agencies and expressed as a cost per unit of demand.
- Customer Costs include costs directly related to serving customers, including meter reading, billing, and related services. Based on the immateriality of these costs to CIWW as a wholesale provider of water, such costs shall be included in Base Costs.
- Fire protection costs are not relevant to the operations of CIWW. Fire protection is instead a design requirement for local distribution systems and therefore the responsibility of individual Member Agencies.

- Member Agency Specific Expansion Costs (fixed \$/period) shall include all costs related to Allocated Growth. Member Agency specific expansion costs shall be unique to individual Member Agencies and allocated to them based on their respective Growth Allocations and billed to Member Agencies as a fixed amount per period (e.g., month or year).

WATER RATE REQUIREMENTS

Water rates charged to Member Agencies shall include a volume rate that recovers the Base Costs, a fixed monthly charge to recover the Extra-Capacity Costs, and a separate monthly fixed charge to recover the Member Agency Specific Expansion Costs. The following table illustrates the calculation of unit costs, which are then multiplied by the Member Agency's units of service to determine the billable charges.

Cost / Expenditure Description	Base Costs	Extra-Capacity Costs	Allocated Capacity Costs	Member Agency Specific Expansion Costs
Allocated Based on:	Average Day	Maximum Day	Allocated System Capacity	Pro Rata Share of Growth
Variable Costs of Operating Leases	X			
Fixed Costs of Operating Leases	X	X		
CIWW Organizational Costs	X	X		
Joint Capital Debt Service	X	X		
Joint Capital Cash Funding	X	X		
Shared Expansion Debt Service (9%)			X	
Shared Expansion Cash Funding (9%)			X	
Allocated Expansion Debt Service (91%)				X
Allocated Expansion Cash Funding (91%)				X
Totals	\$XX	\$XX	\$XX	\$XX
Units	Total CIWW Volume Projected to be Produced for the year in MG	Total of Member Agencies' 5-year average MDD in MGD	Total of Member Agencies' Allocated Capacity in MGD	Member Agency Specific
Unit Cost	\$ / MG	\$ / MGD	N/A	N/A
Charge Type	Variable	Fixed	Fixed	Fixed
	Uniform cost per unit applicable to all Member Agencies		Specific to each Member Agency	Specific to each Member Agency

Extra-Capacity costs must be allocated between Base (average-daily demand) and Extra-Capacity (demands above average-day). The split between the two is determined mathematically as follows:

- Average Day Demand (Base) = total water deliveries to all Member Agencies together with allowances for water losses pursuant to Schedule VI-3, divided by 365 days (leap years will be ignored for this calculation).
- Maximum Day Demand (MDD) = 5- year average of non-coincident maximum daily water delivery to all Member Agencies.
- Extra-Capacity Demand (Extra-Capacity) = Maximum Day Demand minus Average Day Demand.

For illustration purposes only. Assume the average-day demand is 100 MGD and the Maximum Day Demand is 250 MGD. The allocation of costs between Base and Extra-Capacity components would be calculated as follows:

	Base	Extra Capacity	Total
System Demand	100 MGD	150 MGD	250 MGD
% Allocation	40% (100 / 250)	60% (150 / 250)	100% (250 / 250)

Charges for individual Member Agencies will be calculated as follows and billed monthly:

- Volume Charges: The Base Cost per unit x the Member Agency's volume as determined pursuant to Article VI, Section 3.
- Extra-Capacity Charges: The cost per MGD x the Member Agency's MDD, divided by 12 months.
- Allocated Capacity Costs: The cost per MGD x the Member Agency's allocated capacity, divided by number of periods.
- Member Specific Expansion Charges: The monthly cost of expansion specific to the Member divided by number of periods.

SCHEDULE VI-3
ASSUMPTIONS USED TO ESTIMATE VOLUME OF UNMETERED WATER USED
BY DMWW

The following calculation illustrates the methodology to calculate estimated annual water loss attributable to the Water Distribution Facilities of DMWW. Such calculation is provided for illustrative purposes only and shall be performed on an annual basis using the most recently available pumpage and metering data. The annual amount attributable to DMWW shall be divided into twelve (12) equal monthly installments and added to the monthly billings to be paid by DMWW.

		<u>Test Year</u> <u>(kgals)</u>
DMWW System Total Production	A	19,500,000
Water Billed to Member Agencies Excluding DMWW	B	9,600,000
DMWW Production Water Usage - Regional Water		
Metered - Water Used in Regional Water Treatment & Regional Facilities		185,000
Unmetered - Estimated 0.5% of Total Production	A * 0.50%	97,500
DMWW Total Water Used in Production - Regional Water	C	282,500
Water Metered to DMWW		
Metered - Water Billed to DMWW Retail and Full Service Customers		7,500,000
Metered - Water Used at DMWW Facilities		1,000
Metered - Free Water Given to Cities served by DMWW		150,000
Metered - Free Water Under Contract (e.g., Greater DM Botanical Garden)		5,000
Total Retail Consumption Billed to DMWW	D	7,656,000
Unmetered Water Attributed to DMWW		
Unmetered - Estimated 1.25% used in Firefighting, Flushing, etc.	E (A-B-C) * 1.25%	120,219
Total Accounted for Water in DMWW System	F B + C + D + E	17,658,719
Total Unaccounted for Water in DMWW System	G A - F	1,841,281
Allocation of Unaccounted for Water Based on Inch-Feet of Pipe		
Percentage of Loss Assigned to DMWW Distribution Mains	H	72%
Percentage of Loss Assigned to Core Network Mains	I	28%
Allocated Lost Water in DMWW Distribution Mains	J G * H	1,329,085
Allocated Lost Water in Core Network Mains	K G * I	512,196
Total Unaccounted for Water - DMWW System	Check:	1,841,281
Total Unmetered and Unaccounted for Water Attributed to DMWW	E + J	1,449,304

The annual "Total Unmetered and Unaccounted for Water Attributed to DMWW" shall be divided into twelve (12) equal monthly installments and added to DMWW's metered billings.

SCHEDULE VI-5 CHARGES FOR EXCESS CONSUMPTION

All Member Agencies of CIWW will, at all times, have a defined Allocated Capacity attributed to them. Each Member Agency's Allocated Capacity is the maximum amount of water CIWW is obligated to deliver during a single day. Any water delivered to a Member Agency in excess of its Allocated Capacity on more than three (3) non-consecutive or consecutive days in any given calendar year shall be subject to additional charges referred to as Capacity Lease Charges. For the purposes of this Schedule, a day is the 24-hour period commencing at 12:00 am.

Water delivered to Camp Dodge by Johnston under the emergency supply provision set forth in the first sentence of Section 4 of the Easement Agreement dated February 4, 1996 between Johnston and the Armory Board of the Iowa National Guard shall be excluded from the water delivered to Johnston in calculating Capacity Lease Charges.

1. Determine if Member Agency has Excess Consumption for Year. This is calculated as the total maximum volume of water delivered during any day during the Calendar Year, less the Member Agency's then-current Allocated Capacity. If the Member Agency has three or fewer days with Excess Consumption, additional charges do not apply. Excess Consumption for more than three days results in Capacity Lease Charges as outlined below in Sections A or B.

Example 1: *Member X's Allocated Capacity is 5 MGD and received the following highest daily gallons of consumption (in ascending order):*

- 5,100,000 gallons
- 5,500,000 gallons
- 6,000,000 gallons

Because there are no more than three days with Excess Consumption over the Member Agency's Allocated Capacity, additional charges do not apply.

Example 2: *Member X's Allocated Capacity is 5 MGD and received the following highest daily gallons of consumption (in ascending order):*

- 5,100,000 gallons
- 5,500,000 gallons
- 6,000,000 gallons
- 6,100,000 gallons

There are more than three days over the Member Agency's Allocation Capacity, so Capacity Lease Charges shall apply. Excess Consumption of 1.1 MGD is based on the highest volume of water received in a day during the Calendar Year (6.1 MGD – 5.0 MGD Allocated Capacity).

2. Calculate Capacity Lease Charges. Member Agencies receiving CIWW deliveries of Excess Consumption are subject to a lease of the surplus capacity made available by CIWW from the Allocated Capacity of other Member Agencies.

A. Prior to the Saylorville Water Treatment Plant 10 MGD expansion being fully constructed and operational (estimated to be in 2027), the lease payment is the sum of two components:

- i. Return on Invested Capital. The return on capital shall be calculated as the then-current net book value (the original cost less accumulated depreciation) of CIWW Water Supply Facilities multiplied by a rate of return of 8%, divided by the total Allocated Capacity of all CIWW Member Agencies, times the Excess Consumption determined in Step 1.

Example: The total book value of Water Supply Facilities is \$144 million and the total of all Member Agencies' Allocated Capacities is 134.5 MGD; the charge for return on invested capital is: $\$144\text{M} \times 8\% / 134.5 \text{ MGD} \times 1.1 \text{ MGD} = \$94,216$.

- ii. Depreciation. The annual depreciation expense of the CIWW Water Supply Facilities divided by the total Allocated Capacity of all CIWW Member Agencies.

Example: The annual depreciation expense on Water Supply Facilities is \$10 million with total Allocated Capacity of 134.5 MGD; the charge for depreciation is: $\$10\text{M} / 134.5 \text{ MGD} \times 1.1 \text{ MGD} = \$81,784$.

Total Capacity Lease Charge for 1.1 MGD of Excess Consumption =
 $\$94,216 + \$81,784 = \$176,000$

B. Beginning with the first full Calendar Year after the commissioning of the Saylorville Water Treatment Plant 10 MGD expansion, the Capacity Lease Charges shall be calculated as follows:

- i. The Capacity Lease Charges shall be based on the then-current total annual debt service of CIWW related to treatment capacity projects, or if no debt service for treatment capacity projects exist, the average annual debt service of the most recent capacity expansion adjusted for a reasonable cost index, such as the Engineering News Record Construction Cost Index (ENR CCI).

Example: The total annual debt service is \$10 million for a 10 MGD expansion; the Capacity Lease Charge is: $\$10\text{M} / 10 \text{ MGD} \times 1.1 \text{ MGD} = \$1,100,000$

3. Calculate annually and bill Member Agency(ies). The above calculation shall be completed for each Member Agency for each Calendar Year the Member Agency receives more than

three days of Excess Consumption over its Allocated Capacity. Amounts will be determined retroactively based on meter readings as they are made available to CIWW. All charges computed under this Schedule are a one-time charge and shall be billed to the Member Agencies separately from all other charges for service and shall be due and payable within 25 business days of receipt.

4. Allocate Capacity Lease Charge Receipts. Receipts from the Capacity Lease Charge shall be allocated to the Member Agencies that had no Excess Consumption for the same Calendar Year in proportion to their surplus as follows:

- a. Determine Member Agency Surplus. This is calculated as the difference between the Member Agency's max-day demand during the Calendar Year and its Allocated Capacity.

Example: *The Member Agency has an Allocated Capacity of 6 MGD and the maximum day demand for the Calendar Year was 4 MGD; the surplus is 2 MGD.*

- b. Sum the Surplus for All Applicable Member Agencies. Calculate the surplus capacity for all Member Agencies for the Calendar Year and sum the total. Ignore all negative values.

Example: *The total of all surpluses after repeating Step 4a for all Member Agencies is 10 MGD.*

- c. Distribute the total Capacity Lease Charges for the Calendar Year proportionately. Divide each Member Agency's surplus by the total surplus for the year, and multiply by the total lease payment received.

Example: *A Member Agency had a surplus of 2MGD out of 10MGD total, or 20%. The lease payment was \$1,100,000; the Member Agency receives 20% of the payment, or \$220,000.*

SCHEDULE XII-3
EXCEPTIONS TO PREMIUM PROVISION FOR NEW MEMBER AGENCIES

- The City of Van Meter, Iowa has expressed a desire to join this Agreement but is not included in the DMWW 2017 Long Range Plan and CIWW has no current physical ability to provide service to such entity. Thus its joinder at the time of the execution of the Agreement is not considered practical. For a period of five (5) years from the Operational Commencement Date, the City of Van Meter will not be subject to the premium set forth in Article XII, Section 3 if it is subsequently admitted as Member Agency. All other terms set forth in this Agreement apply.

- The Iowa Regional Utilities Association has expressed a desire to join this Agreement but is not included in the DMWW 2017 Long Range Plan and CIWW has no current physical ability to provide service to such entity. Thus its joinder at the time of the execution of the Agreement is not considered practical. For a period of five (5) years from the Operational Commencement Date, the Iowa Regional Utilities Association will not be subject to the premium set forth in Article XII, Section 3 if it is subsequently admitted as Member Agency. All other terms set forth in this Agreement apply.

SCHEDULE XIII-1 ASSET TRANSFER TERMS

Consideration for Transfer

The consideration to be paid to and from Founding Agencies for assets transferred to CIWW shall be computed as of the Operational Commencement Date based on a financial model and calculation as outlined below in Steps 1-6:

Step 1: Determine Financial Investment by Founding Agency in Designated Water Supply Facilities (Transferred Assets)

- (a) Each Founding Agency with purchased capacity in DMWW's Core Network is credited with the book value of its purchased capacity investment, after applying straight line amortization.
- (b) Each Water Producing Member Agency is credited with the book value of its Designated Water Supply Facilities (reduced by the principal amount of any outstanding obligations which financed the Transferred Assets which are assumed by CIWW¹) after applying straight line depreciation, transferring to CIWW as defined in Schedule IV-7. DMWW will also be credited with an amount as set forth in Section 11 of Article IV.
- (c) The combination of a) and b) is each Founding Agency's financial investment in the Designated Water Supply Facilities.

Financial Investment by Founding Agency in Designated Water Supply Facilities

Founding Agency	Amortized Net Book Value in DMWW Assets	Net Book Value of Other Owned Capacity	Financial Investment in Designated Water Supply Facilities
Ankeny	\$7,780,500	\$0	\$7,780,500
Clive	\$6,756,750	\$0	\$6,756,750
DMWW	\$150,679,121	\$0	\$150,679,121
Johnston	\$0	\$0	\$0
Grimes	\$0	\$5,072,040	\$5,072,040
Norwalk	\$1,049,344	\$0	\$1,049,344
Polk City	\$480,375	\$0	\$480,375
UWU	\$11,681,250	\$870,900	\$12,552,150
Warren Water District	\$1,704,360	\$0	\$1,704,360
Waukee	\$3,066,683	\$65,469	\$3,132,152
WDMWW	\$10,111,000	\$23,029,599	\$33,140,599
Xenia	\$1,667,957	\$480,108	\$2,148,064
Totals	\$194,977,339	\$29,518,116	\$224,495,455

¹Anticipated Outstanding Obligations which shall be assumed by CIWW, financing certain Transferred Assets:

Member	Debt Series	Original Principal	Principal Transferring to CIWW
West Des Moines Water Works	2017	\$3,477,000	\$2,413,000
Grimes	2013	\$2,432,000	\$1,051,000
Grimes	2016	\$577,000	\$363,000
Grimes	2019-1	\$3,800,000	\$3,004,000
Grimes	2019-3	\$1,559,000	\$1,203,000
Grimes	2020	\$21,990,000	\$19,607,000
Grimes	2023 (portion)	\$8,543,000	\$2,200,000

Step 2: Determine Total Owned Capacity by Founding Agency

- Each Founding Agency with purchased capacity in DMWW's Core Network is credited with the capacity purchased in MGD.
- Each Water Producing Member Agency is credited with the capacity of its Designated Water Supply Facilities transferring to CIWW as defined in Schedule IV-7.
- The combination of a) and b) is each Founding Agency's Total Owned Capacity (MGD) in the Designated Water Supply Facilities.
- The aggregate Total Capacity of the Designated Water Supply Facilities is 134.5 MGD.

Total Owned Capacity by Founding Agency

Founding Agency	MGD Capacity in DMWW	Other Owned Capacity	Total Owned Capacity
Ankeny	8.28		8.28
Clive	6.98		6.98
DMWW	67.01		67.01
Johnston	0.00		0.00
Grimes	0.00	5.20	5.20
Norwalk	1.97		1.97
Polk City	0.60	0.30	0.90
UWU	15.30	0.00	15.30
Warren Water District	3.25		3.25
Waukee	3.69		3.69
WDMWW	8.97	10.00	18.97
Xenia	2.95		2.95
Totals	119.00	15.50	134.50

Step 3: Determine Cost of Capacity Used by Founding Agency

- a) Identify each Founding Agency's Historic Maximum Day Utilization of Capacity, or its five-year average Maximum Day Demand (MDD), as defined in Schedule I-2B.

Note: DMWW's Five-Year Average MDD from Schedule I-2(B) is adjusted to reflect the Purchase Capacity requirements to serve Bondurant and Altoona as wholesale customers as provided by the Purchased Capacity Master Agreement under Section 15 of Article IV, subject to the terms and limitations of Section 15.

- b) Calculate the weighted average cost of used capacity per MGD by Founding Agency
- Determine the Book Value per MGD for each Water Producing Member Agency. Wholesale customers of DMWW who purchase 100% of their water supply from DMWW are assigned DMWW's Book Value per MGD. Book value per MGD is summarized below:

Detail of Book Values

	Net Book Value	MGD	NBV/MGD
DMWW/Others	\$194,977,339	119.00	\$1,638,465
Grimes	\$5,072,040	5.20	\$975,392
Polk City	\$0	0.30	\$0
Urbandale Water	\$870,900	0.00	\$0
WDMWW	\$23,029,599	10.00	\$2,302,960
Waukee	\$65,469	0.00	\$0
Xenia	\$480,108	0.00	\$0
Total & (NBV/MGD)	\$224,495,455	134.50	\$1,658,580

- Determine the percentage of capacity by source for each Water Producing Member Agency and Founding Agency.

iii. Multiply the Book Value per MGD in step i. by the percentage of capacity source in step ii).

c) Multiply the Five-Year Average Maximum Day Demand in step a) by the weighted average cost of capacity to determine the Total Cost of Used Capacity.

Cost of Capacity Used by Founding Agency

Founding Agency	Weighted DMM	Weighted Other	NBV/MGD	Other Owned Capacity	Weighted Average Cost per MGD	Capacity Used Adjusted 5 year Avg MDD	Cost of Used Capacity
Ankeny	100%	0%	\$1,638,465	-	\$1,638,465	8.589	(\$14,072,776)
Clive	100%	0%	\$1,638,465	-	\$1,638,465	3.941	(\$6,457,191)
DMWW	100%	0%	\$1,638,465	-	\$1,638,465	45.127	(\$73,939,010)
Johnston	100%	0%	\$1,638,465	-	\$1,638,465	5.009	(\$8,207,071)
Grimes	0%	100%	\$1,638,465	\$975,392	\$975,392	3.365	(\$3,282,194)
Norwalk	100%	0%	\$1,638,465	-	\$1,638,465	2.283	(\$3,740,616)
Polk City	67%	33%	\$1,638,465	-	\$1,092,310	1.216	(\$1,328,249)
UWU	100%	0%	\$1,638,465	-	\$1,638,465	9.997	(\$16,379,735)
Warren Water District	100%	0%	\$1,638,465	-	\$1,638,465	2.782	(\$4,558,210)
Waukee	100%	0%	\$1,638,465	-	\$1,638,465	3.910	(\$6,406,398)
WDMWW	47%	53%	\$1,638,465	\$2,302,960	\$1,988,752	13.986	(\$27,814,685)
Xenia	100%	0%	\$1,638,465	-	\$1,638,465	2.862	(\$4,689,287)
Totals						103.067	(\$170,875,422)

Step 4: Determine the Book Value of Reserve Capacity by Founding Agency

a) Net the Financial Investment in Designated Water Supply Facilities in Step 1 with the Cost of Capacity Used in Step 3(c) to calculate the Book Value of Reserve Capacity.

Book Value of Reserve Capacity by Founding Agency

Founding Agency	Financial Investment in Designated Water Supply Facilities	Cost of Used Capacity	Book Value of Reserve Capacity
Ankeny	\$7,780,500	(\$14,072,776)	(\$6,292,276)
Clive	\$6,756,750	(\$6,457,191)	\$299,559
DMWW	\$150,679,121	(\$73,939,010)	\$76,740,111
Johnston	\$0	(\$8,207,071)	(\$8,207,071)
Grimes	\$5,072,040	(\$3,282,194)	\$1,789,846
Norwalk	\$1,049,344	(\$3,740,616)	(\$2,691,272)
Polk City	\$480,375	(\$1,328,249)	(\$847,874)
UWU	\$12,552,150	(\$16,379,735)	(\$3,827,585)
Warren Water District	\$1,704,360	(\$4,558,210)	(\$2,853,850)
Waukee	\$3,132,152	(\$6,406,398)	(\$3,274,247)
WDMWW	\$33,140,599	(\$27,814,685)	\$5,325,914
Xenia	\$2,148,064	(\$4,689,287)	(\$2,541,223)
Totals	\$224,495,455	(\$170,875,422)	\$53,620,033

Step 5. Assign Remaining Reserve Capacity

- After capacities have been assigned to Founding Agencies, there remains 31.433 MGD in system capacity that needs to be assigned to the Founding Agencies (134.5 MGD less 103.067 MGD assigned to Founding Agencies in Step 3).
- Proportionately allocate the remaining Reserve Capacity of 31.433 MGD to the Founding Agencies based on each Founding Agency's pro rata share of projected regional growth through the year 2034 as outlined in the DMWW 2017 Long Range Plan.
- Calculate the cost per MGD of reserve capacity (\$53,620,033) in Step 4 divided by 31.433 MGD = \$1,705,852 per MGD, and multiply this by each Founding Agency's MGD allocation of Reserve Capacity to determine each Founding Agency's Value of Additional Reserve Capacity.

Assign Remaining Reserve Capacity

Founding Agency	Allocated Growth %	Allocation of Reserve Capacity	Average Cost per MGD	Value of Additional Allocated Reserve Capacity
Ankeny	20.478%	6.437	\$1,705,852	(\$10,980,310)
Clive	1.365%	0.429	\$1,705,852	(\$731,913)
DMWW	10.239%	3.218	\$1,705,852	(\$5,490,155)
Johnston	5.347%	1.681	\$1,705,852	(\$2,867,063)
Grimes	12.059%	3.791	\$1,705,852	(\$6,466,040)
Norwalk	5.802%	1.824	\$1,705,852	(\$3,111,034)
Polk City	1.479%	0.465	\$1,705,852	(\$793,040)
UWU	11.832%	3.719	\$1,705,852	(\$6,344,322)
Warren Water District	1.365%	0.429	\$1,705,852	(\$731,913)
Waukee	10.239%	3.218	\$1,705,852	(\$5,490,155)
WDMWW	10.580%	3.326	\$1,705,852	(\$5,672,999)
Xenia	9.215%	2.897	\$1,705,852	(\$4,941,086)
Totals	100.000%	31.433		(\$53,620,033)

Step 6: Determine Net Position by Founding Agency

Add the Book Value of Reserve Capacity in Step 4 with the dollar value of additional allocated reserve capacity in Step 5 to determine the Net Position by Founding Agency. The Net Position is the amount each Founding Agency pays or receives for the transfer of assets. A positive Net Position reflects amounts owed to the Founding Agencies and a negative Net Position reflects amounts owed from the Founding Agency.

Net Position by Founding Agency

Founding Agency	Book Value of Reserve Capacity	Value of Additional Allocated Reserve Capacity	Net Position
Ankeny	(\$6,292,276)	(\$10,980,310)	(\$17,272,586)
Clive	\$299,559	(\$731,913)	(\$432,354)
DMWW	\$76,740,111	(\$5,490,155)	\$71,249,956
Johnston	(\$8,207,071)	(\$2,867,063)	(\$11,074,134)
Grimes	\$1,789,846	(\$6,466,040)	(\$4,676,194)
Norwalk	(\$2,691,272)	(\$3,111,034)	(\$5,802,307)
Polk City	(\$847,874)	(\$793,040)	(\$1,640,914)
UWU	(\$3,827,585)	(\$6,344,322)	(\$10,171,907)
Warren Water District	(\$2,853,850)	(\$731,913)	(\$3,585,763)
Waukee	(\$3,274,247)	(\$5,490,155)	(\$8,764,402)
WDMWW	\$5,325,914	(\$5,672,999)	(\$347,085)
Xenia	(\$2,541,223)	(\$4,941,086)	(\$7,482,309)
Totals	\$53,620,033	(\$53,620,033)	(\$0)

Sources of Funding

Each Founding Agency in a net deficit position shall be responsible to pay the amount owed to CIWW using its own cash or financing. CIWW shall act as the disbursing agent for payments to the Founding Agencies in net positive positions.

Timing of Funding

The above tables represent actual asset book values as of December 31, 2022 and projects book values for calendar years 2023 and 2024. As such, this Schedule reflects only an estimate of the net position of each Founding Agency. Asset book values and other components of the true-up formula, including Maximum Day Demand, will be updated as of the Operational Commencement Date within 4 months after the Operational Commencement date. The net deficit position from any Founding Agency shall be paid in a lump sum within 12 months after the Operational Commencement Date, or a Founding Agency may elect to pay according to a payment plan with terms mutually acceptable to the Founding Agency(ies) that are owed amounts.

Construction in Progress

To the extent a Water Producing Member Agency has Construction In Progress at the Operational Commencement Date, the partially constructed asset(s) and any indebtedness associated with the Construction In Progress, shall be considered in the asset transfer true-up calculation as outlined above.

Transfer Terms

Assets shall be transferred “as is” and in place pursuant to documents as described in Schedule IV-7. Each Member Agency transferring Designated Water Supply Facilities shall retain risk of loss until the Operational Commencement Date or Asset Transfer is completed, whichever is later.

Title to Be Transferred

The assets to be transferred and any related interest in each asset shall be as set forth in Schedule IV-7 pursuant to documents as described therein.

Condition Precedent

The transfer by each Water Producing Member Agency shall be subject to the condition precedent that CIWW shall have previously entered into an Operating Contract as provided by Article V, Section 1.

Other Terms

The transfer shall become effective on the Operational Commencement Date by exchange of deeds, leases, assignment, easements or other transfer documents in form and substance acceptable to counsel for CIWW and each of the transferring parties and approved as part of this Agreement. No title insurance or title guaranty shall be required.

CIWW shall assume the SRF indebtedness as set forth in Footnote ¹ to Step 1 above as of the Operational Commencement Date.

SCHEDULE XIV-2
INITIAL ADMINISTRATIVE SUPPORT SERVICES AND COMPENSATION

In lieu of hiring full- or part-time staff to provide administrative functions to CIWW, the CIWW Board may at any time, in its sole discretion, contract with an independent third party contractor or one or more Member Agencies to provide administrative support services including but not limited to: meter reading and meter reading administration; preparing monthly wholesale billing statements for Member Agencies; facilitating meetings and providing administrative support, including scheduling meetings, preparing and compiling agendas, minutes, and other materials for the CIWW Board and other meetings; creating presentations; processing payroll and administering employee benefits for CIWW employees; performing accounts payable functions, including maintaining vendor files, processing vendor invoices, interacting with vendors as necessary, and other related functions; purchasing functions, including sourcing vendors and negotiating competitive quotes and sealed bids for materials and services, and providing inventory and warehousing functions; maintaining accounting records and preparing monthly financial statements and management reports as requested by the Board; other administrative services as requested and agreed upon by the parties.

If a Member Agency provides such services, the compensation for services shall be based on actual labor rates loaded with a reasonable factor for employee benefits and overhead costs to capture reasonable and appropriate ancillary costs such as occupancy, depreciation, corporate insurance, and other similar costs that would be incurred by an independent third party contractor and included in pricing of services; plus any out-of-pocket expenses including, materials and supplies, travel, mileage and other similar costs. A service contract shall be executed to document the agreement between the parties.

SCHEDULE XIV-3
THIRD PARTY FINANCIAL ADVISOR SCOPE

CIWW intends to hire one or more qualified professionals as third party financial advisor(s) to provide strategic financial planning and advisory services including but not limited to: facilitate CIWW long-range financing strategy, particularly with respect to its capital improvement program; facilitate an annual budget; complete an annual Cost of Service study and make rate recommendations to the CIWW board; evaluate bond markets, make recommendations, and oversee all aspects of debt management policy and bond issuances or alternative financing, including analyses of financing alternatives, evaluations of underwriter and bond counsel proposals, and oversee financing structure including pricing, maturity schedules, bond covenants, ratings and rating agency presentations; oversee investments of bond reserve and operating reserve funds; oversee a corporate insurance program; maintain accounting records and prepare monthly financial statements and management reports as requested by the Board; facilitate the annual audit; work with Member Agency subject matter experts to prepare demand and population projections as needed for capital projections; confer, consult, and coordinate with financial staff of Water Producing Member Agencies and other contractors of CIWW to obtain and compile necessary financial information to conduct business for CIWW or communicate information to Member Agencies and other stakeholders; make presentations to and attend CIWW or Member Agency Board meetings as needed; provide other financial services as requested.

SCHEDULE XV-2 TIMELINE FOR CAPITAL PLANS AND BUDGET

	January	February	March	April	May	June
C I P	M e m b e r s	Water Producers finalize 5 Yr CIP & Communicate CIP to CIWW			5 Yr CIP Plan Approved/Rec'd & Filed by Water Producers	
	C I W W		CIWW drafts 5-Year CIP	CIWW 5-YR CIP presented to Long Range Planning and CIP CIWW Committee	CIWW- 5-YR CIP approved by CIWW Board	
B U D G E T	M e m b e r s	Water Producers provide final prior year costs to CIWW			Water Producers DRAFT Operational Budgets	Water Producers REVIEW Operational Budgets
	C I W W	Calculate CIWW Flows for Jan - Dec of prior year; Finalize Max Day and calculate excess consumption reconciliation (Max Day and excess consumption analysis can generally be started in prior Oct - Nov)	CIWW Technical Committee Approves Capacity Calculations/Flows; CIWW calculates Producer True Up Reconciliation			

	July	August	September	October	November	December
C I P	M e m b e r s					
	C I W W					
B U D G E T	M e m b e r s	Water Producers BALANCE Operational Budgets; Water Producers COMMUNICATE Operational Budgets to CIWW	Water Producer Operational & Capital Budgets Adjusted for CIWW Information and finalize retail rates	Water Producer Finance Committees REVIEWS Operational & Capital Budgets and Rates	DMWW Budget Public Hearing & Board Approval	WDMWW Budget Public Hearing & Board Approval; Budget Received and Filed by WDM/DSM City council
	C I W W	CIWW DRAFT Operational Budget	CIWW Operational & Capital DRAFT Budgets; CIWW Communicates Operating and Capital Budgets, and Rates to Members	CIWW Budget presented to CIWW Board w/justification	CIWW Budget Hearing & Board Approval; Identify current year Max Day; Begin current year excess consumption reconciliation calculated	

**SCHEDULE XVII
INITIAL ANTICIPATED CAPITAL PROJECTS**

GROWTH CAPITAL PROJECTS

Water Producer	Project Name	Project OPC (2023 Dollars)
DMWW	Saylorville WTP Raw Water Supply for 10 MGD MF/RO Expansion	\$52,400,000
DMWW	Saylorville WTP 10 MGD MF/RO Expansion	\$74,700,000
DMWW	Saylorville to Johnston-Tenny Feeder Main Connection	\$10,500,000
DMWW	Tenny to LP Moon Feeder Main Connection	\$3,500,000
DMWW	Fleur WTP Alluvial Water Supply Expansion	\$37,800,000
DMWW	McMullen WTP Well Field Expansion for 12.5 MGD Conventional	\$15,800,000
DMWW	McMullen WTP 12.5 MGD Expansion	\$36,300,000
DMWW	Saylorville to LP Moon Feeder Connection	\$74,000,000
DMWW	Urbandale and Grimes Feeder Main	\$10,100,000
DMWW	4th WTP Surface Water Intake for 25 MGD Conventional Treatment	\$49,300,000
DMWW	4th WTP 25 MGD Conventional Treatment	\$354,300,000
DMWW	4th WTP Transmission Feeder Main to West	\$9,800,000
DMWW	4th WTP Transmission Feeder Main to East	\$3,600,000
DMWW	Southwest Ground Storage Reservoir	\$14,700,000
DMWW	Western Transmission Feeder Main to Supply Wholesale Customers	\$31,400,000
DMWW	CIWW ASR #4 (Joint Eastside Booster Pump Station)	\$8,700,000
DMWW	CIWW ASR #5 (Army Post Road and SE 14th Street)	\$8,700,000
Grimes	High Service Pumping Expansion	\$471,000
Grimes	Water Treatment Plant RO Expansion	\$1,660,000
Grimes	High Service Pumping Expansion	\$471,000
Grimes	Water Treatment Plant RO Expansion	\$1,660,000
Grimes	Supplemental Feed	\$9,063,000
Grimes	Supplemental Feed Expansion	\$771,000
Grimes	WTP Ground Storage Reservoir	\$2,657,000
Subtotal Growth Capital Projects		\$812,353,000

JOINT CAPITAL PROJECTS

Water Producer	Project Name	Project OPC (2023 Dollars)
DMWW	McMullen WTP Crystal Lake Improvements and Nitrate Management	\$7,600,000
DMWW	McMullen WTP Raw Water Metering Improvements	\$300,000
DMWW	Saylorville WTP Raw Water Metering Improvements	\$100,000
DMWW	Fleur WTP Raw Water Metering Improvements	\$800,000
DMWW	Fleur WTP Filter Rehabilitation	\$40,000,000
DMWW	Early Contaminant Warning Systems	\$700,000
DMWW	Fleur WTP Chemical Feed and Storage	\$12,000,000
DMWW	Fleur WTP Filter Press Rehabilitation	\$9,200,000
DMWW	Fleur WTP Clearwell Improvements	\$8,900,000
DMWW	Fleur WTP Lime Softening Mixing Improvements	\$7,100,000
DMWW	Saylorville WTP Flood Improvements	\$1,500,000
DMWW	Fleur WTP Electrical Supply Improvements	\$6,200,000
DMWW	Fleur WTP I&C Improvements	\$4,200,000
DMWW	McMullen WTP DBP Improvements	\$3,200,000
DMWW	McMullen WTP I&C Improvements	\$2,900,000
DMWW	Fleur WTP Lime Softening Improvements	\$9,000,000
DMWW	Fleur WTP Pre-Sedimentation Improvements	\$6,400,000
DMWW	Fleur WTP Lime Silo Replacement or Rehabilitation	\$11,300,000
DMWW	Fleur WTP Flood Improvements Study	\$300,000
DMWW	Transmission Feeder Main Improvement From Fleur WTP West	\$6,900,000
DMWW	Southern Transmission Feeder Main Connection	\$5,900,000
DMWW	LP Moon Ground Storage Reservoir 2	\$13,800,000
DMWW	Water Storage Aeration for Disinfection Byproduct Removal	\$9,400,000
DMWW	Wilchinski Elevated Water Tower Replacement	\$9,200,000
DMWW	LP Moon Pumping Expansion with VFDs and Backup Power	\$4,400,000
DMWW	Xenia Booster Station Purchase and Upgrade	\$10,400,000
DMWW	Southwest Pump Station	\$9,000,000
WDMWW	Replace Air Backwash Blower	\$129,000
WDMWW	Filter Improvements (Repainting and Valve Stem Replacements)	\$121,000
WDMWW	Replace HSP No. 2 and No. 3	\$302,000
WDMWW	Replace Process Valves	\$490,000
WDMWW	Install VFDs	\$324,000
WDMWW	Repaint Piping & Pumps	\$29,000
WDMWW	Ferric Chloride Feed System Improvements	\$89,000
WDMWW	Building 5 Structural-Architectural Demolition	\$120,000
WDMWW	Building No. 1 – Mechanical Repairs - Filter Room Dehumidifier	\$316,000
WDMWW	Building No. 1 – All Other Mechanical Improvements	\$276,000
WDMWW	Building No. 3 - Mechanical Repairs	\$316,000
WDMWW	Building No. 4 - Mechanical Repairs	\$39,000
WDMWW	Building No. 6 - Mechanical Repairs	\$184,000
WDMWW	Replace MCC Buckets	\$389,000
WDMWW	Install Covers on SCUs	\$1,362,000
WDMWW	Install Overflows on SCUs	\$140,000
WDMWW	Existing Recarbonation Tank Improvements	\$26,000
WDMWW	New Pressure Solution Feed System	\$383,000
WDMWW	Replace 14 Ton CO2 with 30 Ton	\$579,000
WDMWW	Lime and Soda Ash Level Sensor Replacement	\$43,000
WDMWW	Lime and Soda Ash Bin Cleaning and Repainting	\$85,000
WDMWW	Repair and Repaint SCU #3	\$310,000
WDMWW	New Recarbonation Tank and Feed Building	\$2,581,000
WDMWW	SCU Influent Metering	\$163,000
WDMWW	Filter Air Backwash Metering	\$31,000
WDMWW	Filter Effluent Metering	\$1,432,000
WDMWW	Install Turbidimeters	\$211,000
WDMWW	Install Filter-to-Waste Piping, Valves, and Controls	\$838,000
WDMWW	Filter-to-Waste Tank	\$296,000
Subtotal Joint Capital Projects		\$212,304,000
TOTAL GROWTH AND JOINT CAPITAL PROJECTS		\$1,024,657,000

SCHEDULE XIX-1 WATER SHORTAGE PLAN

The Water Shortage Plan below is adopted by CIWW effective as of the Operational Commencement Date. Such Water Shortage Plan may be amended by Board action at any time

A. INTRODUCTION

This plan will apply to all CIWW Member Agencies and shall be implemented by each Member Agency with its customers.

The intent of the CIWW Water Shortage Plan is to manage system demand so customers do not experience pressure, quality, or availability issues during periods of extreme water demand or during other times when water availability may be limited due to other events, such as raw water shortage, water quality events, or mechanical failures.

The goal at each stage in the plan is to reduce CIWW system demands to 85% or less of the “Current Capacity” of CIWW to produce safe drinking water, as defined in this plan.

The premise of Stage I is that reducing lawn watering is the most effective way to reduce demand without undue hardship during periods when lawn watering is a significant source of demand. Stage I may be skipped if a water shortage occurs during a time of year when lawn watering demand is not significant.

The premise of Stage II is that particularly high demand may occur when heavy lawn watering events occur. Stage II may be skipped if a water shortage occurs during a time of year when lawn watering is not significant.

The premise of Stage III is that lawn watering comprises the most readily curtailed use during water shortage events. Stage III may be skipped if a water shortage occurs during a time of year when lawn watering demand is not significant.

Limiting consumption to a representative average of off-peak months, plus or minus a small allowance, will result in a significant demand reduction compared to peak consumption. This is the premise of Stage IV.

The stages of this plan are not necessarily consecutive. When a water shortage occurs the stage deemed most appropriate for the conditions will be implemented.

B. CURRENT CAPACITY TO PRODUCT SAFE DRINKING WATER AND EXPECTED PEAK DEMAND

1. Current Capacity. The current capacity to produce safe drinking water on any day is referred to “Current Capacity” or C_{Total} . Current Capacity is defined as the amount of water CIWW can deliver on any day taking into consideration raw water availability and quality, seasonal treatment efficacy, and any mechanical or operational issues on that given day. The number will vary seasonally and may vary day to day depending on specific water quality and operational conditions. Current Capacity is computed as the sum of the daily

capacities of the individual CIWW source treatment plants and may be expressed in the following formula:

$$C_{\text{Total}} = C_{\text{Fleur}} + C_{\text{McMullen}} + C_{\text{Saylorville}} + C_{\text{WDMWW}} + C_{\text{Polk City}} + C_{\text{Grimes}} + \text{any new plant capacity}$$

Current Capacity will be evaluated on a daily basis when there is potential for a water shortage. Producers responsible for CIWW water production will perform the daily evaluation and report the Current Capacity in Million Gallons per Day.

2. Expected Peak Demand. “Expected Peak Demand” is defined as the peak daily demand that is expected by CIWW without implementation of water shortage measures under this plan.

C. PLAN STAGE I: VOLUNTARY 25% REDUCTION IN LAWN WATERING

1. Trigger. During a period of substantial lawn watering demand, when Expected Peak Demand reaches 90% of Current Capacity or system demand is generating a high number of areas with low pressure, or there are other indications that without wise usage of water, a shortage could occur.
2. Anticipated Impact. It is anticipated that Stage I will most likely be triggered during peak lawn watering season. In a typical year lawn watering can account for as much as 40% of demand on a peak day. If this is the case, a 25% reduction in lawn watering will result in a 10% reduction in total demand.
3. Goal. A 10% reduction in CIWW system demands as compared to Expected Peak Demand.
4. Actions.
 - (a) Request a **metro wide** 25% reduction in lawn watering.
 - (b) Encourage customers to optimize their lawn watering systems so water is not directed onto impervious surfaces and lawns are not overwatered.
 - (c) Continued reinforcement that customers water on alternate days and excluding Mondays (historically a peak demand day), by a system under which even numbered addresses water only on Wednesday, Friday and Sunday, and odd-numbered addresses water only on Tuesday, Thursday, and Saturday.
 - (d) Suspend all hydrant flushing programs except for water quality purposes.
 - (e) Request that City officials minimize high water use activities such as street sweeping and watering golf course fairways.
 - (f) Coordinate with Member Agencies to ensure they are relaying the same message.
5. Enforcement. There will be no enforcement at this stage.

D. STAGE II: VOLUNTARY 50% REDUCTION IN LAWN WATERING

1. Trigger. During a period of substantial lawn watering demand, after Stage I has been implemented and failed to achieve an adequate reduction in consumption, when Expected Peak Demand exceeds 90% of Current Capacity, or system demand continues to generate areas of low pressure, or there are other indications that without further reductions in demand, a shortage could occur.
2. Anticipated Impact. It is anticipated that Stage II will most likely be triggered during the peak outdoor water use season. In a typical year, lawn watering can account for as much as 40% of demand on a peak day. If this is the case, a 50% reduction in lawn watering will result in 20% reduction in total demand.
3. Goal. A 20% reduction in system demands as compared to Expected Peak Demand.
4. Actions. Request customers further reduce water consumption by taking the following measures in addition to those implemented in Stage I:
 - (i) Request a **metro wide** 50% reduction in outdoor water use.
 - (ii) Remind customers to optimize their lawn watering systems so water is not directed onto impervious surfaces and turf is not overwatered.
 - (iii) Reinforce the recommendation for customers to irrigate on alternate days and excluding Mondays.
 - (iv) Encourage wise use of water during outdoor activities including washing cars, playing in the sprinkler, playing with water toys, and filling swimming pools.
 - (v) Encourage wise use of water indoors including identifying and repairing leaking fixtures, washing only full loads in dishwashers and washing machines, shorter showers, etc.
 - (vi) Coordinate with Member Agencies to ensure they are relaying the same message.
 - (vii) Request that public agencies (City, County, or State) set an example by: Closing recreational facilities with known water inefficiencies and suspend the operation of decorative fountains.
5. Enforcement. There will be no enforcement at this stage.

E. STAGE III: LAWN WATERING PROHIBITED AND NO USE OF AUTOMATIC LAWN WATERING SYSTEMS

1. Trigger. During a period of substantial lawn watering demand, after Stage I and Stage II have been implemented and failed to achieve an adequate reduction in consumption, when Expected Peak Demand exceeds 90% of Current Capacity, or system demand continues to generate areas of low pressure, or there are other indications that without further reductions in demand, a shortage could occur.
2. Anticipated Impact. It is anticipated that Stage III will most likely be triggered during peak lawn watering season. In a typical year, lawn watering can account for as much as 40% of

demand on a peak day. If this is the case, prohibiting lawn watering will result in 40% reduction in total demand.

3. Goal. A 40% reduction in system demands as compared to Expected Peak Demand.
4. Actions. Require members to further reduce water consumption by suspending **all** lawn watering and the use of **all** automatic lawn watering systems of their customers. This reduction is in addition to all steps implemented in Stage I and Stage II. The requirement for placing new sod should be suspended until Stage III is lifted.
5. Enforcement. Customers observed by CIWW or Member Agencies watering their lawn in violation of this policy will be notified. If lawn watering is not suspended within 48 hours, water service will be terminated by the Member Agency and any published fees will apply. Water service will be restored only upon receipt of an undertaking by the customer that the customer understands and will comply with the mandatory conservation measures. Any subsequent violation will result in further termination of service. In addition, the use of water for lawn watering in violation of this plan shall be deemed an unauthorized use of water and Charges for the Unauthorized Use of Water/Metering Tampering shall apply and must be paid before water service will be restored.

F. STAGE IV: WATER RATIONING

1. Trigger. During periods of substantial lawn watering demand, or other potential shortage after Stage I, Stage II, and Stage III have been implemented and failed to achieve an adequate reduction in consumption, when Expected Peak Demand exceeds 90% of Current Capacity, or system demand is generating a high number of areas with low pressure, limited source water supply, or there are other indications that without wise usage of water, a shortage could occur. Stage IV may also be invoked, without resort to Stages I through III, if Expected Peak Demand for any reason and/or limited source water supply cannot be addressed by the measures contemplated by Stages I through III.
2. Anticipated Impact. It is anticipated that Stage IV will only be triggered in the event of a significant and severe water shortage, or other event, which severely reduces capacity relative to demand. In this case a reduction in demand to the lowest level which will meet public health and safety standards and, when reasonably possible, animal health and safety standards for livestock producers will be sought.

The definition of a “livestock producer” is the same as stated in 7 U.S.C. § 1471(1) to be “(A) a person that is actively engaged in farming and that receives a substantial amount of total income from the production of grain or livestock, as determined by the Secretary, that is:

- (i) an established producer or husbander of livestock or a dairy producer who is a citizen of, or legal resident alien in, the United States; or

(ii) a farm cooperative, private domestic corporation, partnership, or joint operation in which a majority interest is held by members, stockholders, or partners who are citizens of, or legal resident aliens.”

3. Goal. A reduction in system demands as compared to Expected Peak Demand sufficient to allow the CIWW to meet public health and safety standards, and when reasonably possible, animal health and safety standards.
4. Actions. Water rationing measures will be required to be implemented by all Member Agencies and enforced by application of an Emergency Water Shortage Rate. In order to implement such a demand, Member Agencies in consultation with the CIWW Technical Committee shall set a target level for demand consistent with its Current Capacity and shall use such target to establish a “Rationed Demand” as defined in this Plan. All Member Agencies will be responsible for asking their customers to reduce their consumption to a level to meet the “Stage IV Rationed Demand”. Member Agencies will be expected to initiate efforts to reduce consumption above such level and will be charged at the Emergency Water Shortage Rate intended to strongly discourage consumption above such level.
 - a. Water rationing shall consider livestock health and safety needs. The expected decrease for members supplying such needs shall be set by the Technical Committee taking into consideration livestock health and safety needs.
 - b. At Stage IV, Member Agencies with alternative available sources of water meeting state drinking water standards shall supplement and/or replace CIWW water from those sources.
5. Enforcement. “Stage IV Rationed Demand” means for each Member Agency will be responsible for implementing measures to ensure this Rationed Demand is not exceeded. Should the “Stage IV Rationed Demand” be exceeded, the Member Agency will be subject to an Emergency Water Shortage Rate which will be equal to 10 times the established variable rate for any amount in excess of the Rationed Demand.

SCHEDULE XXII-3

MANDATORY EXIT PAYMENTS FOR VOLUNTARY TERMINATION OF AGREEMENT

Termination of membership pursuant to Article XXII introduces a situation where CIWW costs previously paid by the departing Member Agency must then be absorbed by all remaining members. All else being equal, the termination causes the average cost per unit of service to increase for all remaining members, resulting in higher rates. While some CIWW costs may be avoidable – such as variable operating costs – many other costs are either unavoidable in the short term – such as many fixed operating costs – or totally unavoidable as in the case of the capital costs of assets placed into service to meet, in part, the demand requirements of the departing Member Agency. The unavoidable costs left behind by departing Member Agencies are commonly referred to as “stranded costs.”

Member Agencies shall pay the Mandatory Exit Payment as means of reducing but not eliminating the burden of stranded costs on the remaining Member Agencies. The Mandatory Exit Payment includes three components to be determined by the Board based on the following procedures, and is due and payable within 30 days of termination:

Step 1: Determine Stranded Base Costs

Departing Member Agencies will pay for five (5) years’ worth of their estimated fixed Base Costs. The eligible costs shall be the Base Costs calculated pursuant to Schedule VI-2 less the variable operating and maintenance costs for the fiscal year preceding the termination date.

Divide the resulting eligible Base Costs by the total water deliveries made by CIWW in the fiscal year preceding the termination to determine the cost per unit of volume. Multiply the unit cost by the departing Member Agency’s annual water delivery for the same fiscal year and multiply the result by five (5) to arrive at the Stranded Base Costs.

Step 2: Determine the Member Agency’s Stranded Extra-Capacity Costs

Departing Member Agencies will pay ten years’ worth of their estimated Extra-Capacity Costs.

Total eligible Extra-Capacity Costs shall be calculated pursuant to Schedule VI-2 for the fiscal year preceding the termination date. Divide the eligible Extra-Capacity Costs by the Max Day Demand for the CIWW system for the same fiscal year, multiply the result by the Max Day Demand of the departing Member Agency, and then multiply by ten (10) to arrive at the Stranded Extra-Capacity Cost.

Step 3: Determine the Member Agency's Stranded Member Agency Specific Expansion Costs.

Departing Member Agencies will pay 100% of the remaining debt together with any cash-funding obligations related to their Member Agency Specific Expansion Costs as determined pursuant to Schedule VI-2.

The CIWW Board will determine the remaining debt obligation for the departing Member Agency based on that Member Agency's total allocation of Growth Capital as of the end of the fiscal year prior to the termination. To the extent the Member Agency was also required to make periodic cash contributions to fund the Growth Capital, then the sum of those remaining commitments will be added to the remaining debt obligation.

SCHEDULE XXV-14
LIST OF EXISTING SERVICE TERRITORY AGREEMENTS BETWEEN MEMBER
AGENCIES

- Warren Water District with the City of Norwalk (executed May 2015)
- Warren Water District with the West Des Moines Water Works (executed November 2012)
- Warren Water District with Des Moines Water Works (anticipated 2023)
- Xenia Rural Water District with the City of Grimes (executed May 1993)
- Xenia Rural Water District with the City of Waukee (executed July 1992)
- Xenia Rural Water District with the City of Johnston (legal settlement dated December 2022)
- Xenia Rural Water District with West Des Moines Water Works (executed November 2023)
- Xenia Rural Water District with Urbandale Water Utility (anticipated 2023)

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WATER SUPPLY FACILITY OPERATING CONTRACT

Between

CENTRAL IOWA WATER WORKS ("CIWW")

And

THE CITY OF GRIMES, IOWA ("GRIMES")

For Operation, Maintenance and Management of
Drinking Water Source, Treatment and Transmission System Facilities

EFFECTIVE AS OF THE CIWW OPERATIONAL COMMENCEMENT DATE

Note: Need to add provisions respecting existing Plant operating contract dated July 1, 2014 with USW Utility Group

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THIS CONTRACT is made and entered into as of the ____ day of _____, 2024 by and between Central Iowa Water Works ("CIWW"), a joint and cooperative legal entity organized and existing under Iowa Code Chapters 28E and 28F, and the City of Grimes, Iowa ("GRIMES"), an Iowa municipality operating a municipal water utility organized and existing under the Iowa Code (hereinafter sometimes jointly referred to as "the Parties" or either referred to individually as a "Party").

WHEREAS CIWW is a regional water wholesale production and supply entity created and governed by the Central Iowa Water Works 28E/28F Agreement executed by and among its Founding Agencies and filed with the Iowa Secretary of State as Agreement No _____ ("the CIWW 28E-28F Agreement");

WHEREAS, CIWW has the right and duty to create and supply treated water to its Member Agencies, and for this purpose CIWW will acquire the water supply facilities of GRIMES and other Water Producing Member Agencies of CIWW as of the Operational Commencement Date of CIWW;

WHEREAS GRIMES is a Water Producing Member of CIWW and the current owner and operator of certain Designated Water Supply Facilities as defined in the CIWW 28E-28F Agreement (the "GRIMES Designated Water Supply Facilities");

WHEREAS, CIWW and GRIMES desire to implement the water facility operation provisions contemplated by the CIWW 28E-28F Agreement during the Term of this Contract by providing that GRIMES shall be engaged as the contract operator of the GRIMES Designated Water Supply Facilities acquired by CIWW for twenty years from the Operational Commencement Date of CIWW on the terms provided in this Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each Party to the other as provided in this Contract, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, CIWW and GRIMES hereby agree as follows:

ARTICLE I. SCOPE AND TERM OF CONTRACT

Section 1. Scope. This Contract shall govern the relationship between CIWW and GRIMES under the CIWW 28E-28F Agreement with respect to the operation and maintenance of the GRIMES Designated Water Supply Facilities by GRIMES as contract operator from the Effective Date and during the Term of this Contract. As used in this Contract, except as the context may otherwise require, the GRIMES Designated Water Supply Facilities shall include all modifications, improvements, updates and expansion thereto during the Term of this Contract.

This Contract shall not govern the purchase of water from CIWW by GRIMES and shall not govern any provision for administrative support by GRIMES to CIWW or other services provided by and between the Parties. The Parties may enter into other separate Contracts respecting such matters.

Section 2. Effective Date. The "Effective Date" of this Contract shall be the Operational Commencement Date as defined in the CIWW 28E-28F Agreement.

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Section 3. Term. The term of this Contract, subject to the termination provisions herein, shall be twenty years from its Effective Date (the “Term”). Provided, however, such term shall automatically be extended for successive five year periods thereafter unless either party shall, not less than three years prior to the expiration of the first twenty year period hereunder or any subsequent renewal period, give notice in writing to the other party of Its intention to terminate such Term. Nothing shall prevent GRIMES and CIWW from agreeing to an earlier termination or to an extension of the Term by further agreement in writing.

Section 4. Supplement to CIWW 28E-28F Agreement. This Contract shall be a supplement to the CIWW 28E-28F Agreement and shall be filed as such with the Iowa Secretary of State after its execution by the Parties. This Contract shall govern certain matters between the Parties hereto under the CIWW 28E-28F Agreement. Except as otherwise defined in this Contract, the capitalized terms used herein that are defined in the CIWW 28E-28F Agreement shall have the meanings as defined in the CIWW 28E-28F Agreement. As used herein, the term CIWW 28E-28F Agreement shall not be construed to mean or include any subsequently adopted amendment to such Contract, except to the extent GRIMES shall expressly agree in writing to accept any such amendment as applying to this Contract. In the event of a conflict between this Contract and the CIWW 28E-28F Agreement, the terms of this Contract shall control.

ARTICLE II. THE RELATIONSHIP BETWEEN CIWW AND GRIMES

Section 1. Nature of Relationship. GRIMES shall be, and hereby is, engaged by CIWW as the sole operator of the GRIMES Designated Water Supply Facilities acquired by CIWW. In such capacity, GRIMES shall provide all labor, services, materials, and supplies necessary to CIWW’s production and delivery of finished drinking water under this Contract, including all operations, maintenance, repairs, planning, engineering (whether staffed or contracted), capital improvements, residuals removal, and procurements required to effectively operate, maintain, and manage the GRIMES Designated Water Supply Facilities to their full capacity under prevailing conditions as they exist from time to time, including capital and technical upgrades as needed. GRIMES shall supply labor and services through its own staff or under contract with others, in its discretion.

Section 2. Operation Obligations. GRIMES’s obligations under this Contract shall be to operate and maintain the GRIMES Designated Water Supply Facilities on behalf of CIWW with a level of care, effort, and diligence as may be reasonably expected to enable CIWW to meet the service obligations of CIWW to its Member Agencies as set forth in Schedule IV-6 of the CIWW 28E-28F Agreement, to the extent possible in view of the actual capacities and limitations of the GRIMES Designated Water Supply Facilities under prevailing source water and other conditions. GRIMES operations shall be deemed reasonable to the extent consistent with its existing practices and procedures as of the Effective Date with any changes required by changes in prevailing conditions, law or regulation.

Section 3. Independent Contractor. The relationship of GRIMES to CIWW under this Contract shall at all times be that of independent contractor. Services under this Contract shall be performed in accordance with good and accepted industry practices for operators similarly situated. However, any such services shall not be considered engineering services, and nothing herein is intended to imply that GRIMES is to supply professional engineering services to CIWW, unless specifically stated in this Contract or specifically hereafter agreed by the Parties to the contrary. This provision shall not, however, preclude GRIMES from

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providing any services under this Contract by means of professional engineers employed by WMDWW on its staff.

Section 4. Individual Ownership and Responsibility. Except as otherwise explicitly provided in this Contract, each Party shall at all times hold and own its respective properties. Each Party shall be solely authorized to supervise, direct, and manage its own activities and the activities of its respective employees and agents. Each Party shall retain sole responsibility and liability for its own acts and omissions hereunder and for the acts and omissions of its respective employees and agents hereunder. Nothing in this Contract shall be deemed to supersede, replace, impair or limit any collective bargaining agreement between GRIMES and any bargaining unit now existing or hereafter arising.

ARTICLE III. OPERATIONAL PROVISIONS

Section 1. GRIMES General Authority. GRIMES shall at all times during the Term of this Contract have the power and authority to operate and maintain the GRIMES Designated Water Supply Facilities to meet applicable provisions of law.

Section 2. Permits and Regulatory Compliance. GRIMES shall have and maintain all licenses and permits, including but not limited to Water Use and Water Supply Operations permits, which are required to be obtained by it from State or Federal regulatory agencies for ongoing operation of the GRIMES Designated Water Supply Facilities. Unless otherwise required by law or the CIWW 28E-28F Agreement, all such permits shall be obtained and held in the name of GRIMES. GRIMES shall be responsible for regulatory compliance as outlined in these permits. CIWW shall have and maintain such licenses and permits, if any, to the extent required by applicable law or the CIWW 28E-28F Agreement to allow the Parties to perform their respective obligations under this Contract.

Section 3. Sampling and Laboratory Testing. GRIMES will provide, through staff or contract, sampling and laboratory testing necessary to monitor water treatment plant performance in addition to sampling and laboratory testing required to meet regulatory requirements set forth in water supply operations permits, NPDES permits, and/or any federal, state or local laws, rules and regulations, local ordinances, permit or license requirements.

Section 4. Periodic Reporting. GRIMES shall prepare and make such periodic reports for the GRIMES Designated Water Supply Facilities as are required by applicable laws, rules, regulations or orders, and shall submit them directly to the appropriate regulatory agencies with copies to the CIWW Executive Director as submitted. GRIMES shall assist CIWW in meeting any regulatory reporting requirements that it has as to CIWW facilities operated by GRIMES.

Section 5. Other Information. GRIMES shall make available to CIWW all such reasonably accessible information, schedules, and analysis concerning the GRIMES Designated Water Supply Facilities and their operation as CIWW may request.

Section 6. Operation in Accordance with Budgets. GRIMES shall operate, maintain, and manage the GRIMES Designated Water Supply Facilities in accordance with the budget established as provided in Section 3 of Article VI of this Contract to the extent possible, subject to such unforeseen changes and contingencies as may arise in the ordinary course of business, and subject to emergencies or other circumstances that require deviation from the budgets.

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Section 7. GRIMES's Authority to Act in an Emergency. In any emergency affecting the safety of persons, property or water quality, GRIMES shall act, at its discretion, and without prior CIWW authorization, but with reasonable notification under the circumstances to the CIWW Executive Director, to prevent threatened damage, injury or loss notwithstanding any provision in this Contract or any previously approved budget and CIWW shall have financial responsibility to reimburse GRIMES for the full costs thereof.

Section 8. Ownership of Distribution Facilities. Each CIWW Member Agency, including GRIMES, shall exclusively own, operate, maintain, and be responsible, for its own Water Distribution Facilities, including its own Connection Facilities as defined in Section 10 of this Article III.

Section 9. Connection Points. The "Connection Points" at which water is delivered by CIWW to CIWW Member Agencies. Including GRIMES, shall be as follows:

- (a) In the case of water sold by CIWW to a specific CIWW Member Agency with a metered point of connection, the Connection Point shall be the point of delivery to the tee or main tap connected to the meter.
- (b) In the case of water produced by the GRIMES Designated Water Supply Facilities and sold by CIWW to GRIMES for delivery to any retail or wholesale customer of GRIMES for which there is no metered point of connection, the Connection Points shall be the points at which the GRIMES Water Distribution Facilities connect to the Water Supply Facilities owned by, or dedicated to, CIWW under the CIWW 28E-28F Agreement.

Section 10. Connection Facilities. As used herein "Connection Facilities" shall mean any taps, pipes, corporations, pumps, or other facilities required by any CIWW Member Agency to connect to, or receive water from the GRIMES Designated Water Supply Facilities or to meter the water delivered to such Member Agency. GRIMES shall have no obligation to supply or maintain the Connection Facilities, including any metering facilities of any other Member Agency. All new wholesale metering facilities that are part of any Connection Facilities shall be constructed and installed in accordance with drawing, plans and specification approved by CIWW, GRIMES and affected Member Agency. Any new Connection Facilities established after the Effective Date shall include such device or devices as may be reasonably required to prevent reverse flow.

Section 11. Dual Use Facilities. The Parties recognize that some facilities and equipment, including certain valves and control systems that may be owned by either CIWW and GRIMES after Asset Transfer under the CIWW 28E-28F Agreement will be used or usable for both Water Supply Activity on behalf of CIWW and for the Water Distribution Activity of GRIMES("Dual Use Facilities"). GRIMES is authorized to utilize all Dual Use Facilities for both purposes. The costs of operation, maintenance, repair and replacement of Dual Use Facilities shall be reasonably allocated between CIWW and GRIMES based on benefit to each of such use by application of such allocation methods as the Parties may agree upon from time to time. Any dispute as to such allocation shall be resolved under the dispute resolution provisions of the CIWW 28E-28F Agreement.

Section 12. Supply Coordination. CIWW shall assist GRIMES and other Water Producing Member Agencies in planning to meet the requirements of all CIWW Member Agencies and shall cause each

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CIWW Member Agency taking water from the GRIMES Designated Water Supply Facilities to keep GRIMES advised of its requirements and changing requirements. CIWW shall establish a staff-level working group consisting of a single authorized representative from each of the Member Agencies, each to individually serve as an ongoing contact point and coordinator with GRIMES to facilitate and optimize water supply operations by GRIMES. Such working group shall meet collectively when needed on call from GRIMES to coordinate and plan for GRIMES operations.

ARTICLE IV. WARRANTIES, EXCLUSION OF WARRANTIES AND DISCLAIMERS

Section 1. Warranty and Exclusion of Implied Warranties. GRIMES warrants that its operation of the GRIMES Designated Water Supply Facilities shall be reasonable under prevailing source water and other conditions. **GRIMES MAKES NO OTHER WARRANTY OF ANY PARTICULAR RESULTS OR OUTCOME FROM ITS OPERATION OF THE GRIMES DESIGNATED WATER SUPPLY FACILITIES.**

Section 2. Disclaimers. CIWW agrees that the GRIMES Designated Water Supply Facilities of GRIMES are special purpose facilities and the performance of such facilities are affected by external conditions over which GRIMES has no control. GRIMES neither warrants nor guarantees that its facilities existing as of the date of this Contract or that its operation of such facilities will function efficiently or accomplish any specific results under this Contract. CIWW acknowledges that no representations or warranties have been provided to CIWW regarding the GRIMES Designated Water Supply Facilities or the ability of GRIMES to deliver any particular results in the operation of such facilities. GRIMES agrees to cooperate in good faith with CIWW and its Member Agencies to exercise diligence in performing its obligations hereunder, and to use its best efforts to carry out the provisions of this Contract but makes no guarantee of any particular results.

Section 3. Quality and Quantity. GRIMES shall use reasonable diligence and efforts to produce finished drinking water and to operate, maintain and manage the GRIMES Designated Water Supply Facilities to produce finished drinking water which is (i) in compliance with applicable State and Federal drinking water quality regulations; (ii) in compliance with all applicable water supply operation permits; (iii) delivered in adequate quantity and at adequate pressure to meet the needs of CIWW to supply the customers of CIWW. **GRIMES MAKES NO REPRESENTATION OR WARRANTY THAT SUCH OBJECTIVES WILL ALWAYS BE MET UNDER THIS CONTRACT.**

Section 4. Shortages of Water. It is understood that this Contract does not constitute any warranty or assurance by GRIMES that water in the quantity required by CIWW and CIWW Member Agencies will always be available or that water quality requirements will always be able to be met.

Section 5. Variation in Quantity and Quality. All Parties acknowledge and agree that there may be fluctuations in the quantity and quality of finished drinking water produced or delivered under this Contract as a result of prevailing source water, operating conditions, and other conditions and that such variations are acceptable under this Contract.

ARTICLE V. CAPITAL PROJECTS

Section 1. Non-expansion Capital Projects. During the Term of this Contract, GRIMES shall plan and execute such non-expansion capital projects as GRIMES shall deem necessary and proper to enable GRIMES to meet its obligations under this Contract. Planning for such projects shall be coordinated with

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the CIWW Technical Committee. Such projects may be designed by staff of GRIMES or by consultants selected and engaged by GRIMES, or both. Execution of such projects shall be under the sole supervision of GRIMES, but shall subject to the review and approval of the CIWW Board as part of the CIWW Budget process, except for projects executed under GRIMES's emergency authority provided by Section 7 of Article III. CIWW shall be responsible to pay for the costs of such projects as provided under the CIWW 28E-28F Agreement.

Section 2. Expansion of Capacity. Under the CIWW 28E-28F Agreement CIWW is responsible for planning, engineering, financing, and construction of all new drinking water source, treatment and transmission system facilities needed to expand the capacity of CIWW to meet the requirements of its customers. Such new facilities are referred to herein as "Expansion Facilities", and may include, in CIWW's discretion, facilities constructed or installed to increase the capacity of the GRIMES Designated Water Supply Facilities. GRIMES shall cooperate and assist CIWW in planning for and constructing any Expansion Facilities that affect the GRIMES Designated Water Supply Facilities.

Section 3. Capital Improvement Program. GRIMES shall, in coordination with the CIWW Technical Committee, provide data and recommendations to the engineering consultant selected by CIWW, to aid the engineering consultant in developing a multi-year Capital Improvements Program ("CIP") for the GRIMES Designated Water Supply Facilities, based on performance and needs assessments as provided in Section 4 of this Article V. CIWW shall provide the capital required for such projects, and GRIMES shall cooperate with CIWW in the execution of projects under the CIP for the GRIMES Acquired Facilities with GRIMES reimbursed by CIWW for the costs incurred for its efforts.

Section 4. Continuous Performance Monitoring and Needs Assessment. GRIMES shall, in consultation with the CIWW Technical Committee, the engineering consultant selected by CIWW, and CIWW staff:

- (a) Continuously monitor and assess the GRIMES Designated Water Supply Facilities to determine if they are performing optimally;
- (b) Identify and implement operational strategies to optimize the performance of the GRIMES Designated Water Supply Facilities;
- (c) Identify facility improvements needed to optimize performance of the GRIMES Designated Water Supply Facilities and to keep them in compliance with evolving regulatory requirements, source water quality threats, and evolving technical and operational best practices for facilities of such kind;
- (d) Continuously monitor and assess the use of the GRIMES Designated Water Supply Facilities by CIWW Member Agencies to determine if their needs are being optimally met

ARTICLE VI. COMPENSATION TO GRIMES

Section 1. Compensation. GRIMES shall be compensated in amounts equal to the actual full cost incurred by GRIMES of providing materials and services under this Contract, plus 2%, with such amounts to be computed and paid as provided in the CIWW 28E-28F Agreement and Section 2 of this Article VI.

Section 2. CIWW Payment to GRIMES. CIWW shall pay GRIMES for operation, materials, supplies, and services supplied under this Contract on a cost plus basis, based on the cost and payment principles set forth in Schedule V-2 to the CIWW 28E-28F Agreement. Such amounts shall be paid in seasonally

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adjusted monthly installments with an Annual true-up as set forth in such Schedule. For the avoidance of doubt, it is the intent of this Contract that GRIMES be paid its full actual costs, plus a fixed percentage of 2%, after such costs are fully incurred and determined.

Section 3. Operation, Maintenance, and Management (“OM&M”) Budget. For each calendar year beginning on or after the Operational Commencement Date, GRIMES shall prepare and submit to CIWW a proposed OM&M budget for the next calendar year on such time schedule as may be required to permit the annual budget process of CIWW to proceed pursuant to the terms of the CIWW 28E-28F Agreement.

The proposed OM&M budget shall govern GRIMES’s expenditures for the budget year and shall include:

- (a) A projection of the anticipated reimbursable expenditures that will be incurred by GRIMES for production of water in the budget year;
- (b) A comparison of budgeted expenditures for the budget year to the actual expenditures for the prior budget year;
- (c) The insurance and risk management coverages to be in place for the budget year and the expected costs thereof that are chargeable to CIWW; and
- (d) Any additional information requested by the CIWW in advance of GRIMES’s budget process commencement.

The Board of CIWW shall conduct a budget hearing on the proposed OM&M budget at its next regular meeting following receipt of the proposed budget. If the proposed budget is not approved by the CIWW Board, CIWW shall provide a detailed statement to GRIMES of its objections. Any CIWW objections will be resolved by negotiation between the Parties if possible, but if no approved budget is reached, then GRIMES shall operate under its proposed budget, subject to the right of CIWW to challenge any expenditure to which objection is made by claim in arbitration commenced not later than 180 days after the budget was first submitted to CIWW.

Section 4. Information and Input to be Provided by GRIMES. Upon the request of CIWW or any CIWW Member Agency, GRIMES shall make available such reasonably accessible information, schedules, comparisons and analysis as may be deemed reasonably necessary in order to fully analyze the proposed OM&M budget. GRIMES shall cause such members of its staff to be present at the budget hearing established by CIWW as are necessary to explain the proposed budget and respond to inquiries made concerning same.

Article VII. OBLIGATIONS OF CIWW

Section 1. Financial Obligations. CIWW shall promptly satisfy all of its financial obligations to GRIMES hereunder, including without limitation, funding under Article V for capital projects. Any loss, damage, or injury resulting from the failure of CIWW to provide funding for capital projects, when reasonably requested by GRIMES, shall be the sole responsibility of CIWW.

Section 2. CIWW Rates and Charges. CIWW shall at all times set, impose, and collect rates and charges to its Member Agencies that produce revenues at least sufficient to pay the expenses of operation of

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CIWW, including obligations to GRIMES, and all other obligations including principal and interest of bonds and other debt obligations as they become due.

Section 3. Taxes. CIWW shall pay all sales, excise, ad valorem, property, or other taxes, if any, associated with sales or operations under this Contract or assessed against CIWW property.

Section 4. Cooperation and Support. CIWW shall reasonably cooperate in good faith with GRIMES in the performance of its obligations under this Contract, and shall all times govern and manage its affairs consistent with the terms of the CIWW 28E-28F Agreement so as to enable and support GRIMES's ability to fully perform its obligations under this Contract.

ARTICLE VIII. TERMINATION PROVISIONS

Section 1 Automatic Termination. This Contract shall automatically terminate upon the termination of existence of CIWW for any reason. Such termination shall be effective upon reversion of assets including any dual purpose assets to GRIMES as provided in the CIWW 28E-28F Agreement, with the intent that there shall be no interruption of water production upon termination of the existence of CIWW.

Section 2 Termination for Default. In the event that either Party determines that the other Party has defaulted in the performance of its obligations hereunder, the aggrieved Party may declare that default has occurred and give notice thereof to the defaulting Party. Notice of default shall be given in writing, shall specify the nature of the default and the provisions of the Contract involved, and shall specify what action is required of the defaulting Party to correct the default.

The defaulting Party shall have 180 days from the date of its receipt of the notice of default to correct the default. If at the end of said 180-day period the default has not, in the opinion of the aggrieved Party, been corrected, and if such default shall constitute a material breach of this Contract, the aggrieved Party may thereupon terminate the Contract for material breach by giving 60 days written notice of termination. Termination of this Contract shall be effective at the end of said 60-day period unless judicial proceedings are initiated by either Party in a court of competent jurisdiction to determine if a material breach has occurred.

Upon termination of this Contract by the either Party, or upon entry of a court order terminating this Contract, GRIMES shall assist CIWW in assuming operation of the GRIMES Designated Supply Facilities. CIWW shall pay GRIMES the costs of such assistance within thirty (30) days of its receipt of an invoice for such costs.

Any disputes arising under this Section shall not be subject to mandatory arbitration.

ARTICLE IX. LIABILITY, INDEMNITY, INSURANCE, AUDIT, AND GENERAL TERMS

Section 1. No Liability. GRIMES shall not be liable to CIWW, to any Member Agency or to any of their customers by reason of any interruption or failure to provide any water supplied or for services contemplated by this Contract, or for any error of judgment by GRIMES or its staff, except for any bad faith, willful misconduct, or willful disregard for the terms of this Contract.

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Section 2. Non-Liability for Main Breaks. GRIMES shall have no liability to any person for direct or indirect damage caused by water main breaks of CIWW or any other party. CIWW shall indemnify GRIMES from any such claimed liabilities, and hold GRIMES harmless from all such claims, including all attorney fees and other costs of defense.

Section 3. Limitations of Liability. NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY UNDER THIS CONTRACT FOR ANY CLAIM FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR REVENUE OR THE LOSS OF USE OF EITHER, OR COSTS OF REPLACEMENT CAPITAL, EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT.

Section 4. Indemnification. GRIMES and CIWW to the fullest extent permitted by law, each hereby agrees to indemnify, defend, pay on behalf of, and hold harmless the other and their respective elected officials, appointed officials, agents, employees and volunteers, and others working on behalf of such party ("Indemnities"), against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the Indemnities by reason of any injury or loss arising out of any wrongful act or omission of the Indemnifying Party, including, but not limited to, bodily injury or death, property damage, including loss of use thereof, and economic damages that arise out of or are in any way connected to this Contract. No party shall have any right of indemnity for damages or claims proximately caused by its own negligent or intentionally wrongful acts. Each party's Contracts and obligations as set forth in this Section are applicable for the duration of and following expiration or termination of this Contract, regardless of the manner of termination, and notwithstanding other provisions of this Contract.

Section 5. Insurance. The Parties shall each separately, or jointly, establish and maintain insurance and risk management programs with respect its own properties and liabilities within the scope of this Contract. Each Party waives subrogation against the other Party with respect to losses covered by such Party's insurance. GRIMES shall adopt insurance and risk management programs to cover risks arising under this Contract that meet or exceed minimum insurance coverage requirements established by the Board of CIWW from time to time, and that are otherwise consistent with: (i) the insurance and risk management programs pertaining to GRIMES's other properties and operations; and (ii) the approved annual OM&M Budget hereunder. The respective assets of GRIMES and CIWW shall be insured as their interests may appear and except as they may otherwise agree, GRIMES and CIWW shall each name the other, and their respective officers, officials, employees, and volunteers, as an additional insured under their respective policies of insurance with respect to their respective insurable risks arising under this Agreement.

Section 6. Audit. CIWW may by notice in writing request access to GRIMES's records for purposes of conducting an independent audit of GRIMES's financial records relation to compensation or other amounts paid or payable by CIWW to GRIMES. Such notice shall identify the records sought for audit, and GRIMES shall provide access to the records sought for audit within 30 days after receipt of the notice requesting audit. Such audit shall be conducted by a certified public accounting firm retained by CIWW and it CIWW's sole cost. The audit findings shall be promptly provided to GRIMES. In the event that such audit reveals that any overpayment or under payment to GRIMES, the Parties shall make such

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adjustments to balances paid or payable between them as the audit determines are proper, with such adjustments to be made within 30 days of the issuance of the audit report. In the event that either Party disputes the findings of the audit, it may notify the other Party of its objection thereto and request binding arbitration to resolve the matter.

Section 7. Assignment of Contract. Neither Party may assign this Contract to a third party without the written consent of the other Party.

Article X. GENERAL TERMS

Section 1. Provisions to be Severable. If any provision of this Contract is held to be invalid by a court of competent jurisdiction, the invalidity of any such provision shall not affect the other provisions of this Contract that can be given effect without the provision determined to be invalid, and to that end, the provisions of this Contract are severable.

Section 2. Notices. Notices which GRIMES or CIWW are authorized or required to give one another pursuant to this Contract shall be in writing and may be personally delivered, may be or sent by ordinary mail or delivery service to the addresses for such party reflected in the records of CIWW or GRIMES, or may be sent by electronic means, including email. Notice by personal delivery, by delivery service, or by electronic means shall be effective upon actual receipt. Mailed notices shall be effective and deemed to be received by the party to whom directed when they are postmarked.

Section 3. Arbitration.

- (a) CIWW and GRIMES agree that any disputes and any claims for money damages arising between or among them with regard to matters within the scope of this Contract shall be submitted to mandatory, binding arbitration at the request of any party. A request for arbitration must be in the form of a written notice requesting arbitration. Such notice shall identify each disputed matter to be submitted to arbitration. In the absence of agreement by the parties to the contrary, the question or questions to be arbitrated shall be those specified in the notice requesting arbitration.
- (b) If the parties agree, there may be one arbitrator. If they fail to agree on a single arbitrator, there shall be three arbitrators, one named in writing by the party or parties requesting arbitration, one named in writing by the adverse party or parties, and the third chosen by the first two arbitrators so chosen.
- (c) The party or parties requesting arbitration shall choose an arbitrator within ten (10) days following the parties' decision that they will not agree to use one arbitrator. Failure to do so shall be deemed a waiver of its request for arbitration. If the adverse party or parties desire to appoint a different arbitrator, they shall name their arbitrator within ten (10) days following the receipt of notice of the naming of the first arbitrator. The two arbitrators first chosen shall name the third arbitrator within ten (10) days following the selection of the

second arbitrator. Extensions of the time periods to select arbitrators shall not be unreasonably withheld if requested prior to the original deadlines above. Should any party refuse or neglect to supply the arbitrators with any papers or information requested in writing by the arbitrators, the arbitrators are empowered to proceed ex parte. The parties shall agree on the rules to govern the conduct of the arbitration, but in the absence of such an agreement, the most recently published commercial arbitration rules of the American Arbitration Association shall be deemed to apply. The arbitrator or arbitrators must provide a minimum of thirty (30) days' notice before the date set for any hearing on the merits of the dispute.

- (d) No one shall be qualified to act as an arbitrator if service in such role would create a conflict of interest. Each arbitrator selected shall be qualified by experience and knowledge of the matter to be submitted to arbitration. Conflicts of interest include, but are not limited to: (i) current service on the board, commission, council, or other governing body of CIWW or any Member Agency of CIWW; (ii) current employment, either as an employee or independent contractor, by any CIWW or any Member Agency of CIWW; (iii) employment, either as an employee or independent contractor, within the last five (5) years by CIWW or any Member Agency of CIWW; (iv) any prior participation in negotiations related to the dispute; (v) any direct involvement in the dispute, including as a witness to relevant facts; and (vi) other circumstances that would materially impair the ability of the individual to serve as a neutral arbitrator.
- (e) If there is one arbitrator, the award of the sole arbitrator shall be binding; if three, the agreed upon award of any two shall be binding. The award may be set aside only for reasons permitted under Iowa law.
- (f) The award of the arbitrator or arbitrators shall be in writing and separately state the factual and legal analysis relied upon to reach the decision, and it shall not be open to objection on account of the form of the proceeding or the award.
- (g) The arbitrator or arbitrators may retain special counsel for the purpose of conducting the arbitration proceedings and preparing the arbitration award. In selecting special counsel, the arbitrator or arbitrators may not retain any attorney who has represented CIWW or a GRIMES within the last five (5) years.
- (h) The costs of arbitration and reasonable attorneys' fees for both parties shall be paid by the party requesting arbitration if it does not prevail in said arbitration proceedings. If the party requesting arbitration prevails in the arbitration proceedings, the cost of arbitration shall be shared equally by the parties. Costs of the arbitration, include, but are not limited to, fees to the arbitrator or arbitrators, special counsel fees, and any other costs of the proceeding, but excluding reasonable attorneys' fees. If the party requesting arbitration prevails, each party shall be responsible for its own attorneys' fees. (i) CIWW and GRIMES consent that any award granted through arbitration will be confirmed in the Iowa District Court for Polk County.

Section 4. Specific Performance. In addition to any other remedies available under

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applicable law, CIWW and GRIMES shall have the right to the equitable remedy of specific performance to enforce compliance with any provision of this Contract.

Section 5. Actions in Court. Except for disputes covered by Section 3 of this Article X requiring arbitration, either CIWW or GRIMES may bring an action in Court for declaratory relief, for specific performance, or for any equitable remedy. Any such action shall be brought in the Iowa District Court in Polk County. EACH PARTY WAIVES TRIAL BY JURY IN ANY SUCH ACTION.

Section 6. Duty to Mitigate. CIWW and GRIMES each agrees that it has a duty to mitigate damages under this Contract and covenants that it will use reasonable efforts to minimize any damages it may incur as a result of an Event of Default involving any other party.

Section 7. No Third Party Benefit and Limitation. No provision of this Contract shall inure to the benefit of any other entity, or any individual resident, taxpayer, or ratepayer of any Member Agencies of CIWW. This Contract may be the basis of a claim or cause of action on behalf of any other person or entity against CIWW, GRIMES or any Member Agency of CIWW or any of their respective residents, taxpayers, or ratepayers.

Section 8. Entire Contract. This Contract and the CIWW 28E-28F Agreement as in force on the Effective Date hereof shall be construed to form a single agreement, and are the entire agreement between the parties respecting the matters within the scope of this Contract. Any subsequent change or modification to the terms of this Contract shall be in the form of a duly approved and executed written amendment to this Contract.

Section 9. Governing Law. This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

Section 10. Partnership Disclaimer. Nothing in this Contract is intended or shall be construed as in any way creating or establishing a partnership between the parties hereto, or as constituting any party as an agent or representative of the other for any purpose or in any manner, other than as specified herein.

Section 11. Counterparts. This Contract may be executed in multiple counterparts, each of which so executed shall be deemed to be an original.

Section 12. Force Majeure. No party shall be liable for any failure to perform any or all of the provisions of this Contract if and to the extent performance has been delayed or prevented by reason of any cause beyond the reasonable control of such party. The expression "cause beyond the reasonable control" and the term "Force Majeure" as used in this Contract shall mean and be deemed to include, but not be limited to acts, regulations, laws, or restraints imposed by any governmental official or body; wars, hostilities, sabotage, riots, or commotions; acts of God; pandemic; or fires, floods, storms, or lightning.

Article XI. EXECUTION OF CONTRACT

Section 1. Passage of Resolution. This Contract shall not go into effect unless approved by resolution of the governing boards of GRIMES and CIWW.

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Section 2. Signature Pages. Each party shall execute the separate signature page provided for it, and the Parties hereto authorize their counsel to assemble the signature pages of all signatory Parties and to append such signature pages to copies of this Contract for filing with the Iowa Secretary of State.

[Signature Pages Follow]

CENTRAL IOWA WATER WORKS

By: _____
_____, Board Chairperson

ATTEST:

_____, Board Secretary

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this _____ day of _____, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____ to me personally known, and, who being by me duly sworn, did say that they are the Board Chairperson and Board Secretary of CENTRAL IOWA WATER WORKS that no seal has been procured by the entity; that the attached instrument was signed on behalf of the said entity by authority of its Board as contained in the resolution adopted by the Board on the ____ day of _____, 2024, and that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the CENTRAL IOWA WATER WORKS, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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CITY OF GRIMES, IOWA

(SEAL)

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 2023, before a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the CITY OF GRIMES, IOWA, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa



TECHNICAL MEMORANDUM

DATE	01/10/2024	PROJECT	MEC 2023000795
TO	Kevin Hensley		
CC	Jake Anderson, Matt Ahrens, Alex Pfaltzgraff		
FROM	Derick Anderson		
SUBJECT	CIWW Technical Review Summary		

Executive Summary

The City of Grimes has conducted several studies designed to project water demand and required water infrastructure through a 40-year planning period to 2060. The result of those studies is a progression of infrastructure development in water supply, treatment, storage, and distribution projects to maximize the capacity for the City. The City is well positioned to upgrade and expand its internal infrastructure to meet water demand through the year 2040. The City has programmed up to 8.5 MGD of treatment capacity to meet the 2040 demands. The population and water demand projections for the City bring the total water demand to nearly 17 MGD by 2060. Beyond 2040, and to continue to grow as a community, it is recommended that the City connect to Central Iowa Water Works (CIWW). The City of Grimes will benefit from this relationship as a water producing entity due to its existing infrastructure and will eliminate the need to continue to solely fund new high-cost infrastructure projects, likely stabilizing water rate increases to customers going forward. Connection with CIWW will help the City be more resilient and continue to foster growth and development well into the future.

Introduction

The purpose of this technical memorandum is to summarize information provided in several studies and reviews completed since 2017. The memo will serve as a summary to assist with decision making and provide general information for use by the Grimes City Council. The previous studies and reviews include:

- Water System Facility Plan. This study was completed by Fox Engineering in November 2017 and revised in May 2018.
- West Metro Regional Water Feasibility Study. This study was completed by McClure in September 2020.
- Water Utility Evaluation and Management Plan. This report was completed by McClure in November 2021.
- Grimes Lime Softening Water Treatment Plant Analysis Memo and CIP. The memo was completed by McClure in (May 2023).

- CIWW 28E/F, 2nd and 3rd Draft Agreement Review. McClure reviewed the draft agreements in (Summer/Fall 2023) and provided comments to the City.
- CIWW Operating Agreement. McClure reviewed the draft operating agreement and provided comments to the City in (October 2023).

Water Demands

Projected Population Growth

The City of Grimes consists mostly of residential areas with light industrial commercial use. The projected water demand is heavily dependent upon population. Several previous studies have analyzed and projected the future population for the City. The West Metro Regional Study and the Water Utility Evaluation Plan both projected water demands out past a typical 20-yr study period and projected population out 40-yr to 2060. This is mostly due to the useful life of this infrastructure being greater than 40 years. The City has experienced a high growth rate between the last two Census recordings. The population increased from 8,246 to 15,392 which equates to a growth rate of 8.67% per year. This is not expected to continue at a high rate but McClure (along with the DMWW long range plan) projects that the City will grow at an average of 5% per year until 2030 then slow over the next 10 years to 4%. The 4% average annual growth is projected to be maintained from 2040 through the end of the planning period. This is an increase in population of over 4.5 times the 2020 Census population.

Table 1. Population Projection

Year	2025	2030	2035	2040	2045	2050	2055	2060
Population	18,711	27,030	30,151	32,030	38,969	47,412	57,684	70,182

Projected Water Demand

The projected population factors into the projected water demand for the City. Coupled with the population forecast, per capita water use has been analyzed for the entire Des Moines metro area and has been found to have a range of 100 to 120 gallon per capita per day (gpcpd) on average and 200 to 240 gpcpd for peak usage. The higher peaking per capita usage is typically based on watering for turf establishment on large lawns and park areas in mostly residential areas, such as Grimes. This is higher than the recorded per capita water use for the City, but as new areas are developed the water use per person has increased. The projected water demand over the same planning period is included in the table below:

Table 2. Water Demand Projections

Year	2025	2030	2035	2040	2045	2050	2055	2060
Demand (Avg. Day)	2.25	3.24	3.62	3.84	4.68	5.69	6.92	8.42
Demand (Peak Day)	4.49	6.49	7.24	7.69	9.35	11.38	13.88	16.84

Water Source Capacity

Current Water Sources

The City is a groundwater system and currently uses two (2) Jordan aquifer wells and three (3) Beaver Channel alluvial wells. Water infrastructure, such as wells, treatment facilities, and pump stations, are evaluated on total capacity and firm capacity. Total capacity is the total output with all facilities operational. Firm capacity is how much each facility can produce with the largest component out of service. Firm capacity is what the regulating agencies consider when evaluating proposed expansions and having a high firm capacity helps in the operational flexibility of a water system. The following table summarizes the capacity of the current water sources:

Table 3. Water Supply Capacity

<u>Source</u>	<u>Capacity (gpm)</u>	<u>Capacity (MGD)</u>
Alluvial Wells	1,300	1.87
Jordan Wells	2,600	3.74
Total Capacity	3,900	5.62
Firm Capacity	2,600	3.74

Future Water Sources

An examination of the projected water demands for the City of Grimes shows that with the current water sources, the system will not be able to meet peak demands in 2025 using firm capacity and 2030 using firm capacity. The system will not be able to meet average demand after 2035 using firm capacity.

There are no planned upgrades to the existing lime softening plant that would increase plant production to warrant an increase in alluvial groundwater supply. Growth in supply is expected to come from the Jordan aquifer. Future increases will be in tandem with expansions of the Reverse Osmosis (RO) Treatment Plant upgrades. This has been programmed in three (3) phases. Phase 1 increases firm capacity to 4.4 MGD. Phase 2 increases firm capacity to 7.1 MGD. Phase 3 increases firm capacity to 8.5 MGD. The capacities indicated are for source water supply and are independent of any benefit from the City's aquifer storage and recovery (ASR) well which has a capacity of 0.72 MGD and provides benefit on the treated water volume.

It is expected that the City of Grimes will support its own growth for the next 20 years with additional wells through the phasing of the water treatment plant expansion and source water expansion. Any additional demand after 2040 would need to come from CIWW. The City's supply assets will be maintained and operated by the City but managed and owned by CIWW.

Water Treatment Capacity

Existing Water Treatment Capacity

The City of Grimes currently operates two (2) water treatment plants. Both treatment plants are located on the same property but have different treatment trains. The older plant is the Lime Softening Plant.

This plant is fed from alluvial wells from the Beaver Channel. The newer plant is a direct feed Reverse Osmosis (RO) Plant. This water plant receives source water from the Jordan Aquifer. The existing capacities of the two (2) plants are summarized in the table below:

Table 4. Water Treatment Capacity

<u>Treatment Plant</u>	<u>Capacity (gpm)</u>	<u>Capacity (MGD)</u>
Lime Softening Plant	1,200	1.73
Reverse Osmosis Plant	2,471	3.58
Total Capacity	3,670	5.28
Firm Capacity	2,058	4.40

Water Treatment Upgrades – Planned

Compared with the source water available, the treatment firm capacity is greater than the firm source capacity. As indicated from the source water discussion, the plant capacity will not be able to meet the peak day projections in 2025 and will not meet firm capacity requirements for average day by 2040.

All proposed upgrades to the treatment capacity for the City are built into expansion of the RO Plant. The facility was built to allow for ease of expansion. Two (2) planned expansions are included in the long-range plan for the water system. The Phase 2 expansion will add three (3) new RO skids at 740 gpm each to bring the total firm capacity of the system to 7.1 MGD. The Phase 3 expansion will add two (2) more RO skids at 600 gpm each to bring the total firm capacity of the system to 8.5 MGD. As previously stated, the treated water capacity is supplemented by the existing ASR with an additional 0.72 MGD.

Table 5. Water Treatment Expansion Projections

<u>Proposed Expansions</u>	<u>Capacity (gpm)</u>	<u>Firm Capacity (MGD)</u>
Current System	2,058	4.4
Phase 2 RO Expansion	5,890	7.1
Phase 3 RO Expansion	7,090	8.5

As previously discussed, the long-term analysis of the system does not recommend additional treatment and supply infrastructure to meet increasing water demands after 2040. The increasing demands for treated water will be acquired through CIWW and provided as additional bulk connections to the distribution system. The City's treatment assets will be maintained and operated by the City but managed and owned by CIWW.

Water Storage and Distribution Capacity

The agreement between the communities and CIWW provides for the ownership of all production and treatment facilities by CIWW. Storage and distribution assets will be owned, maintained, and expanded by the community. The following is a summary of the information provided in recent reports concerning storage and distribution facilities for the City of Grimes.

Existing Water Storage

The City of Grimes currently has four (4) storage assets: Ground Storage Reservoir (GSR) at the WTP, James Street Standpipe, the Enterprise Drive Elevated Storage Tank (EST), and the ASR. The GSR provides finished water storage for both the Lime Softening Plant and the RO plant and has a volume of 0.4 MG. The James Street Standpipe was built in 1977 and has a total volume of 1.0 MG but working volume is based on the water level. Typically ground storage tanks have a large volume of unusable water due to hydraulic restrictions. The James Street booster station works in tandem with the standpipe allowing the standpipe to fill on system pressure and then the booster station boosts the pressure to match that provided in the system. The Enterprise Drive EST is a 1.5 MG composite style elevated tower that was built in 2020. This tower controls pressure in the distribution system.

Water Storage Upgrades

McClure has proposed several upgrades to the City's finished water storage system. The first project outlined is to increase the clearwell capacity at the WTP site. The current 0.4 MG clearwell is inadequate for existing demands let alone future demands. Based on the recommendations from previous reports, a new 2.0 MG ground storage reservoir is being designed and is anticipated to be in service at the end of 2024. Another recommended project is a new EST on 1st Street west of the high school. It is recommended that this tower be sized at 2.5 MG. This project would need to be built with a 30-inch water main transmission feeder piping to allow for the tower to operate properly. It is recommended that this project be designed and constructed within the next 10 years. The construction of the 1st Street EST would render the James Street Standpipe obsolete. Plans should be put in place for the demolition of this standpipe at the same time frame as the EST is built. However, some upgrades to the booster station and control valving would need to be completed to keep the standpipe operating effectively until the new EST could be built. The final major storage infrastructure project is an EST as part of a new western pressure zone to facilitate future growth. This new tank would be sited on 220nd Street and based on population and growth projections should be designed and built within the next 20 to 40 years.

Existing Distribution System

As part of the November 2021 Water Utility and Management Plan, McClure created and calibrated a hydraulic model to evaluate the current water distribution system and options for the future distribution system. Based on the model, the current system has good pressure and fire flow capacity throughout the system except for a few isolated spots. Those locations are in areas where the water mains are older and typically undersized. These areas do not affect the overall performance of the system but are areas to be focused on with a targeted replacement program.

Proposed Distribution System Upgrades

The November 2021 report also evaluated future conditions and what would be required to build the distribution system to handle the expected growth for the City. Many proposed projects are directed to access additional water connections with CIWW. The improvement projects fall into three categories, support additional water connections, support transmission water flow between the WTP and water towers, and prepare for City growth.

As previously stated in the water demand and evaluation of the water treatment and supply capacities, the City will need additional connections with CIWW to continue to grow.

A major recommendation is that the City plan to build its water distribution network based on roughly 1-mile gridwork of 12-inch mains with larger mains where appropriate. Appropriate locations would be at major water connections with CIWW, between the WTP and water towers, and between water towers.

The City will be responsible for funding, designing, constructing, and maintaining all new distribution improvements per the CIWW agreement.

Connection with CIWW

Need for Additional Sources

As previously stated, the long-range planning completed by the City has looked into a 20-year and 40-year planning horizon. From these reports and studies, the City has a plan for expansion of its current infrastructure including water supply wells, expansion of the RO treatment plant, new finished water storage facilities, and upgraded water network. With these expansions and upgrades the City can reach a 2040 production of approximately 8.5 MGD. To sustain growth and development through 2060, additional water sources are required. It is expected that the future costs of expanding the water supply and treatment system internally will be more difficult and costly than utilizing the regional water utility's ability to provide treated water. McClure has planned for an additional two (2) connections. The first is called out in the November 2021 report as the East Supplemental Feed. This would be a connection with DMWW/City of Johnston and provide 2.88 MGD of finished water. The connection would bring the total treated water capacity up to 11.39 MGD (12.11 MGD with ASR contribution). The second connection was designated the West Supplemental Feed and would be supplied by DMWW/City of Urbandale. This connection would also be designed to provide 2.88 MGD of finished water bringing the totals again to 11.39 MGD and 12.11 MGD with ASR contribution. A third option would be both connections that could be sized smaller (thus saving on combined cost) and provide the same additional 2.88 MGD. Each option would be sized and arranged for future expansion of capacity.

Review of 28E/F Agreements and Operating Contract

McClure reviewed the 2nd and 3rd drafts of the 28E/F agreement between CIWW and the City of Grimes. The full review has been previously provided to the City.

McClure has provided City Staff with comments on the review of the 28E/F agreement. In summary McClure supports the efforts of the regional group and did not see any "deal breakers" outlined in these agreements. Ultimately this decision must be weighed with the financial impacts of maintaining and growing the existing treatment system. While this was not part of our analysis, we understand this has been completed by the City's fiscal consultant. As a technical review McClure outlined the pros and cons and we support the City of Grimes' decision to join the regional entity.



January 10, 2024

Memorandum

To: City of Grimes, Iowa

From: Matthew Stoffel, PFM Financial Advisors LLC

Re: Central Iowa Water Works – Observations and Considerations

The City of Grimes (“City” or “Grimes”) engaged PFM Financial Advisors (“PFM”) in August 2022 to review the financial impact that Central Iowa Water Works may have on the water rate payers for the City of Grimes. Below is an executive summary of the primary observations and considerations that the City should be informed of as it considers joining Central Iowa Water Works (“CIWW”). Many of these points have been discussed with staff over the past year. This list is not intended to be exhaustive, but rather a guide to the discussion on the items that have the most direct impact to rate payers.

- The Mandatory Rate Principles in Schedule VI-2 outline how costs will be allocated to all member communities. This schedule will guide cost allocation for all future water production in the region and is viewed fair and consistent with the M1 manual published by the American Water Works Association.
- Iowa Finance Authority has confirmed that all production related SRF loans can be transferred to the region. All communities will help pay this debt service through rates established by CIWW.
- As a producer, the City will have to submit water production budgets to CIWW based on the calendar outlined in the 28E.
- The City will be reimbursed 102% for the cost of water production. Based on 2023 budget information, the City will benefit from blending its cost of water with the other water producers. The City’s cost of water for 2023 was calculated at \$3.33 per 1,000 gallons produced compared to a blended cost of water of \$2.02 per 1,000 gallons produced when factoring in Des Moines Water Works, West Des Moines Water Works and Polk City water production costs.
- Based on the current demand projections, Grimes is estimated to make up approximately 12% of future water production expansion needs. As one of the fastest growing members of CIWW, the City will benefit financially from the expansion projects funded with 9% allocation to system capacity and 91% allocated to the individual growth needs.
- Net book value of Grimes assets are estimated at \$5,072,040 based on original costs, less estimated depreciation less the production debt outstanding. Grimes’s cost of used capacity is \$975,392 based on this value. Grimes estimated asset transfer costs of \$4,676,194 is driven by the City purchasing an additional 1.96 MGD of capacity in the regional system. This estimated cost is approximately \$2,386,000 per MGD of additional production capacity.
- At this time there is no recommended change to the rate ordinance that went into effect in August 2022. The 2.50% rate increases that were approved will meet the requirements of any CIWW costs that will be incurred.
- The City currently has a rate structure with a low fixed monthly fee and a higher variable rate. Over time the City should consider restructuring the water rate so that the fixed monthly fee recovers more costs that incurred on fixed basis. This will help stabilize the City’s water revenues across various weather cycles.
- Over time, PFM anticipates that CIWW cost structure will benefit Grimes rate payers and deliver the same water at a lower overall cost.

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Northwest Territory Area Plan Discussion

BACKGROUND: INTRODUCTION:

Staff have been developing area plans for four areas of Grimes that have a large amount of vacant, undeveloped land and that staff will expect to see development in the near future. The area plans will include information regarding utilities, streets, trails, land use, and parks. The purpose of the area plans is to create a predictable development environment for property owners and developers, create clear development expectations, and implement sound planning principles.

The Northwest Territory Area Plan is located on the northwest side of Grimes, from approximately NW 27th Street to 210th Street, and from North James Street to one quarter mile west of NW Jazzwood Drive.

Specific goals for the Northwest Territory Area Plan include providing opportunities for high quality housing, preserving existing natural amenities, developing green corridors and trails to natural areas, and preserving property for development of a large city-owned park.

Below is an outline of the proposed Northwest Territory Area Plan highlighting the major components of the plan. Maps of the proposed area plan have been provided to show the layout and associated features below.

NORTHWEST TERRITORY AREA PLAN OUTLINE:

Utilities

A majority of the Northwest Territory is undeveloped and therefore there is a lack of existing utility networks. The City has not conducted utility studies for sanitary to serve this area yet. Such study will need to occur to enable development to occur in a majority of the area plan.

NW Territory Lift Station and Force Main

Some sanitary study and construction has occurred in area north of NW 27th Street and east of NW County Line Road. The study identified the need for a lift station and established the service area of the lift station, which is approximately 468 acres. The lift station and force main have been constructed, and advanced the construction of the Willow Hills subdivision. The project also included installation of gravity sewer from the Willow Hills development to the lift station. Additional gravity sewer will need to be installed as development continues within the lift station service area.

Water Systems Study

The City has completed a water systems study which identifies water mains that are missing from the network and required to serve new development. In the Northwest Territory Area

Plan, new water main construction is identified in Phase 3 and Phase 4, which are anticipated to be constructed beyond 2028. Phase 3 includes water main extensions along NW County Line Road, NW Jazzwood Drive, and 220th Street. Phase 4 includes water main extensions along NW County Line Road, NW Jazzwood Drive, and 210th Street.

Transmission Corridor

Mid-American Energy has transmission corridors that run through the west side of the Northwest Territory Area Plan. A 150' easement encompasses the electric lines, limiting the crossing of improvements and streets. As it relates to land use, this transmission corridor will be reserved as greenway to serve as a trail corridor and as a means for transitioning different land use types.

Studies

Additional studies will likely be required as a result of this area plan. As noted before, a sanitary study will be required for development to occur within the area plan boundary. Environmental and stormwater studies are anticipated in conjunction with the Brenton Slough and abutting city park projects, as well as a potential street corridor study for NW 27th Street.

Streets

Staff has been working with Snyder & Associates to develop a Master Streets Plan which will determine future road locations and extensions, right-of way widths, road classifications and cross sections, and potential traffic calming measures. The Master Streets Plan has been incorporated into the area plan to show the locations of major streets which have helped to inform land uses and locations for parks and trails. Wherever possible, streets have been placed off of property lines to avoid any development issues. New major streets in this area plan are NW 27th Street, NW 31st Street, NW 35th Street, NW Jazzwood Drive, and NW County Line Road/Xavier Ave, among other unnamed collector streets.

The alignment of Xavier Ave is proposed to straighten out and become a continuation of County Line Road. This roadway is anticipated to become an important north/south route that will ultimately connect Granger to West Des Moines.

Existing Future Land Use

The Future Land Use Plan (FLUP) did not contemplate land use for the Northwest Territory except for the properties just north of NW 27th Street which are shown as low-density residential. The remainder of the area plan was either shown as urban reserve or not included within the FLUP boundary. As a result, only a few roadways are shown on the FLUP. The most notable is the extension of NW 29th Street from Brentwood Estates to the west and the extension of 220th Street to the east.

Proposed Land Use

Because the FLUP did not include a majority of the Northwest Territory, the land use across the area plan was newly created. Most of the land is proposed to be low-density residential with higher density residential and commercial located at key intersections.

Commercial

The Northwest Territory represents Grimes' northernmost growth boundary. Due to the distance from major corridors such as Highway 44 and Highway 141, opportunities for commercial development are limited and sized to provide neighborhood-scale commercial

development. Commercial areas are located at key intersections, most of which are located along NW County Line Rd/Xavier Ave, which connects to Granger.

Residential

A majority of the residential land use is low-density. Areas of medium and high-density residential are concentrated around commercial areas, as they serve to transition between commercial and low-density residential uses. As demand for services continues to grow in the Grimes, it will be important to ensure there are opportunities for a variety of housing types that have adequate access to transportation networks, schools, and commercial areas. However, demand for high-density residential areas is expected to be lower than other areas in Grimes because of the distance from major corridors and large commercial districts.

Parks

All parks within the area plan have been appropriately sized to serve the residential densities within the area plan and are placed to ensure all residents can safely travel to a park within one-half mile. The parks are centrally located around residential areas, while some are placed adjoining to greenways, providing opportunities for trail connections and expansion of open space into areas not suitable for development.

Just north of the Northwest Territory is the Brenton Slough, a 1200-acre natural area which is planned to be preserved and turned into a large regional park operated by Polk County Conservation. As part of the strategic planning process, Council has identified a desire to establish a large city-owned park on the boundary of the Brenton Slough to capitalize on the recreational opportunities of the Brenton Slough. As such, a 30-acre park is proposed along the southern boundary of the Brenton Slough along the existing greenways. Multiple trail corridors are proposed to connect to the Brenton Slough, including connections from NW 27th Street and the Willow Hills and Willow Hills North developments.

Additional parks have been placed throughout the area plan at street intersections for visibility and proximity to utilities, and along greenways to connect to trails.

Amenities will be evaluated as each park is developed and reviewed in collaboration with the Parks and Recreation Department.

Trails

Trail connections throughout the area plan are placed along the major streets, greenways, and utility corridors. The trail plan focuses on continuing trail connections from existing trails in Grimes, while preserving the existing greenways and utility corridors, where development is limited. Utilizing these existing pathways by installing a trail network not only continues to preserve the natural landscape and purpose of the utilities but provides recreation and access for residents and visitors to their neighboring park.

Some of the parks within the Northwest Territory area plan are placed along greenways with trail access, while other parks are placed along the public street on the same side as the proposed trails, wherever possible, to increase pedestrian access to the parks.

Trail connectivity is proposed along major roadways like County Line Rd/Xavier Ave and NE Jazzwood Drive, as well as other collector roads throughout the area plan. The trail corridors established with the Willow Hills and Willow Hills North subdivisions will eventually connect to

NW 27th Street and the Brenton Slough, providing a key connection for residents to the natural features and future parks in the Brenton Slough.

DISCUSSION POINTS:

Below are some discussion points staff would like the Council to consider and provide guidance regarding the proposed area plan.

1. Brenton Slough/Signature Park – As part of the strategic planning process, Council identified a desire to establish a large city-owned park on the boundary of the Brenton Slough to capitalize on the recreational opportunities provided by the Brenton Slough. Is the proposed location and layout of the park appropriate?

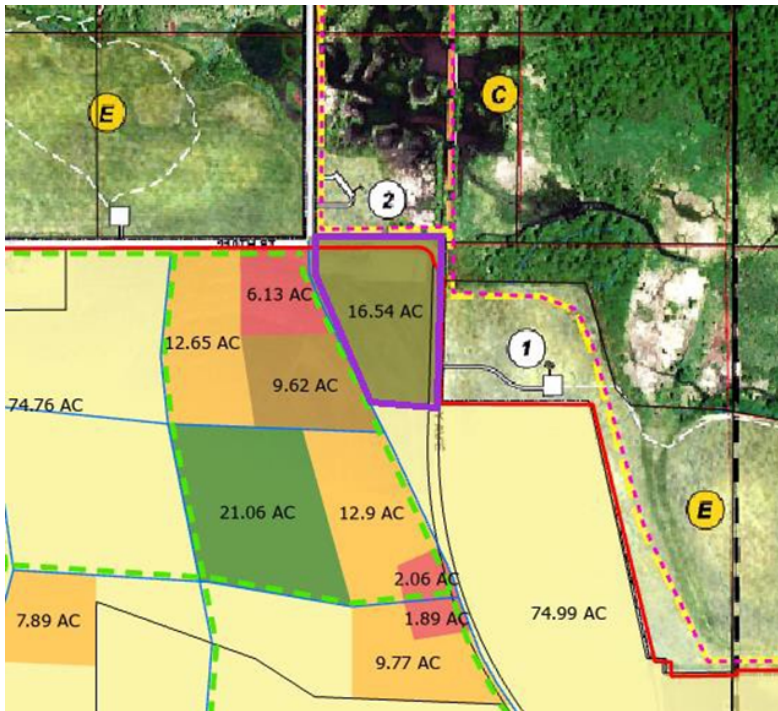
The P&Z Commission and Park Board were supportive of the proposed park location given the location next to the Slough and greenway, and that the park area is located in the low spot for the development.

2. Commercial Opportunities – Are commercial areas appropriately sized? Should commercial opportunities be expanded near the Brenton Slough or along County Line Road/Xavier Ave?

The P&Z Commission was supportive of the commercial land uses proposed.

3. If the area shown as greenway along the west side of the Brenton Slough is not purchased to be included within the Brenton Slough boundary, what land use would be appropriate for that area? This area is located adjacent to the proposed entrance into the Brenton Slough. Is low-density residential desired or should this area be an extension of the land uses across County Line Road to increase activity around the Slough?

The P&Z Commission was supportive of low-density residential land use on the east side of County Line Rd /Xavier Ave.



4. Residential Land Uses – Are the residential land uses appropriately sized and located in the right places? Do you want to see more opportunities for medium and high density residential?

The P&Z Commission was supportive of the residential land uses proposed.

5. Park Sizes – With the proximity to the Brenton Slough and the proposed city-owned signature park, are there any concerns with the amount of large parks shown in the area plan? Should smaller parks 5 to 10-acre in size be shown throughout the area plan?

The P&Z Commission was supportive of breaking up some of the parks into smaller parks due to the proximity to the large open space provided by the Brenton Slough. However, the Park Board advised to keep the large park sizes as originally shown. The larger parks would help Grimes recover from the existing lack of large parks today, provide flexibility of amenities in the future, and provide opportunities for establishing tree canopy while amenities are planned.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: Yes

*High-Performing Organization/Exception Professional Services ☒ X

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☒ X

BOARD/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: N/A

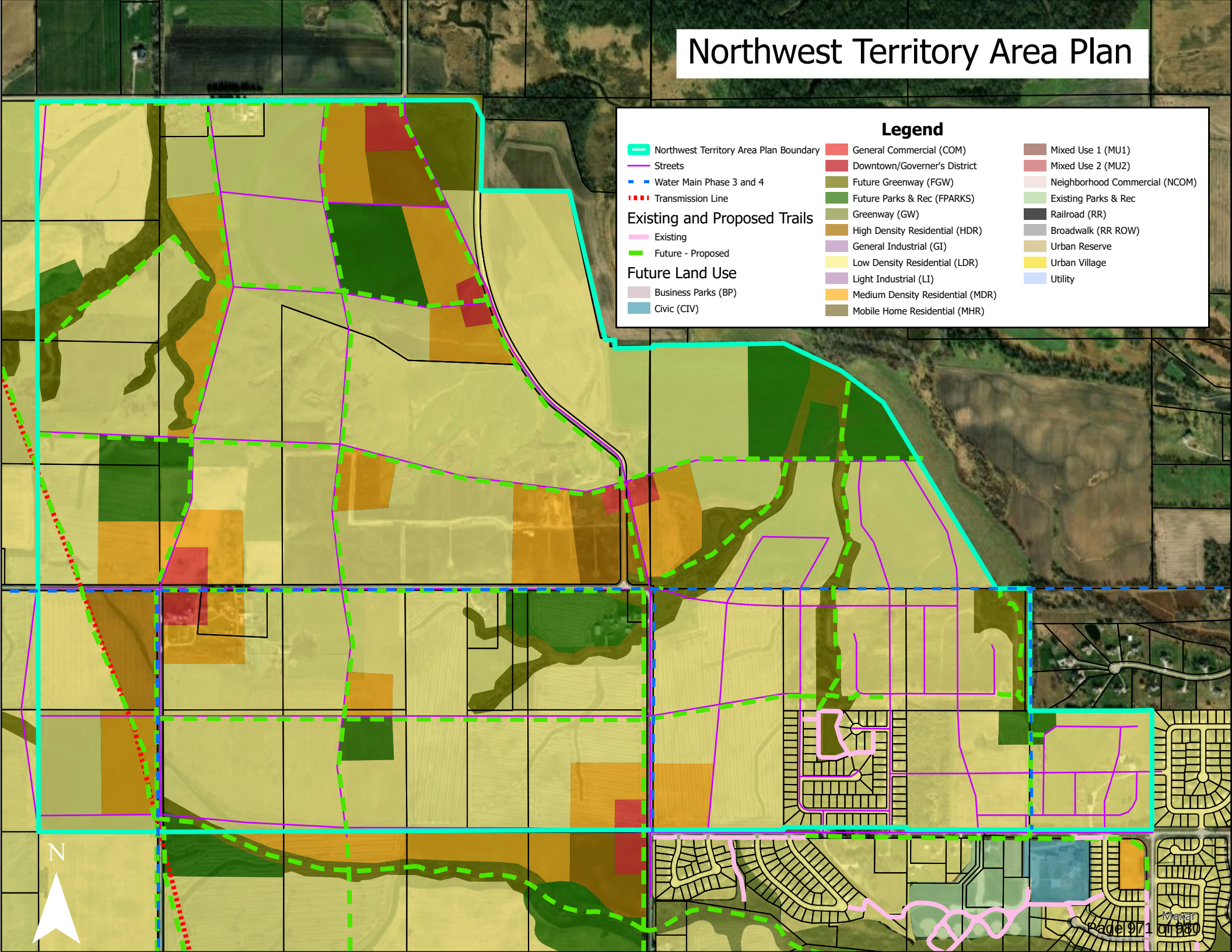
RESPONSIBLE STAFF/CONTACT INFORMATION:

Evann Martin, Assistant Planner, 515-986-4050, emartin@grimesiowa.gov

Prepared by: Evann Martin, Assistant Planner

Return to: Evann Martin, Assistant Planner

Northwest Territory Area Plan

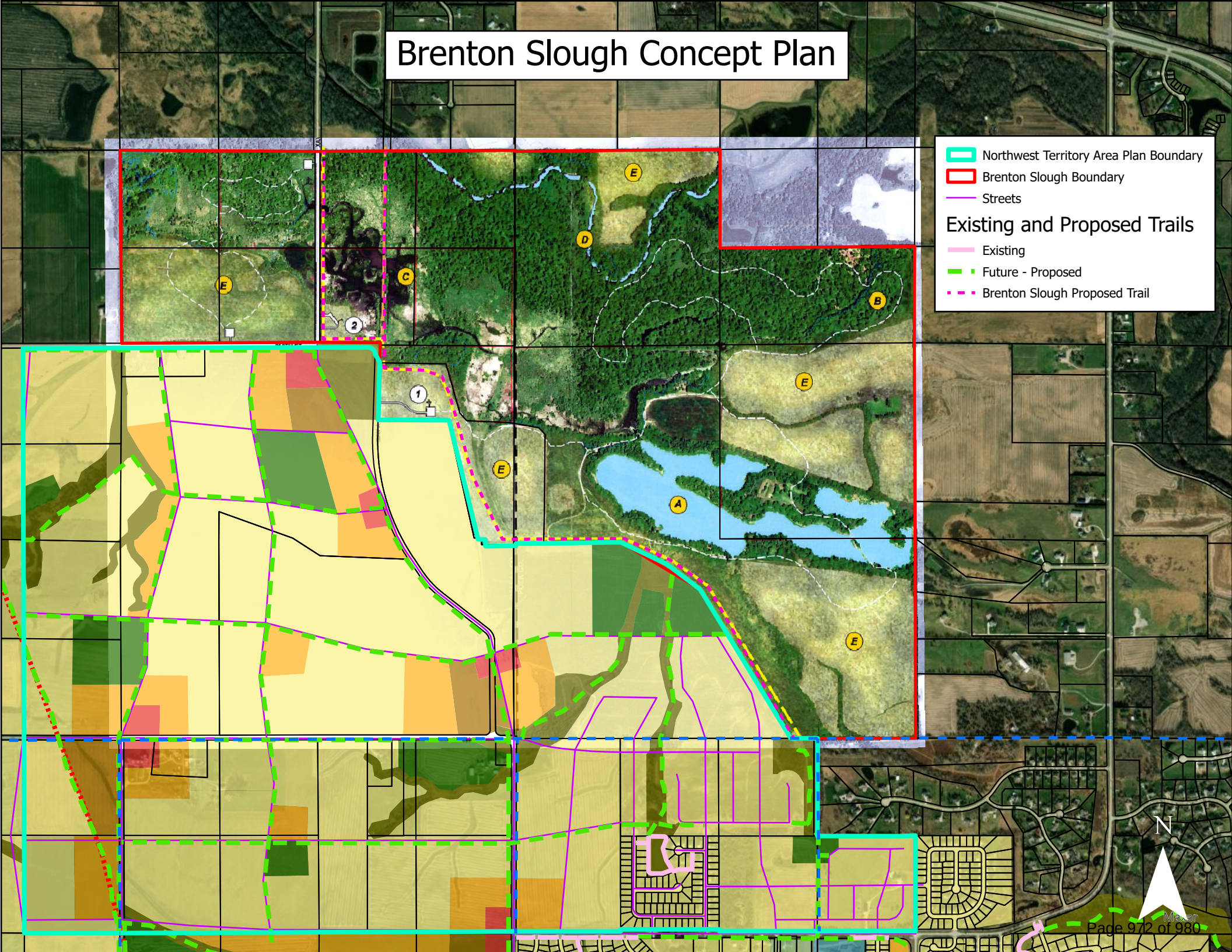


Legend

- | | | | |
|--|----------------------------------|--------------------------------|---------------|
| Northwest Territory Area Plan Boundary | General Commercial (COM) | Mixed Use 1 (MU1) | |
| Streets | Downtown/Governor's District | Mixed Use 2 (MU2) | |
| Water Main Phase 3 and 4 | Future Greenway (FGW) | Neighborhood Commercial (NCOM) | |
| Transmission Line | Future Parks & Rec (FPARKS) | Existing Parks & Rec | |
| Existing and Proposed Trails | | | Railroad (RR) |
| Existing | Greenway (GW) | Broadwalk (RR ROW) | |
| Future - Proposed | High Density Residential (HDR) | Urban Reserve | |
| Future Land Use | | | Urban Village |
| Business Parks (BP) | Low Density Residential (LDR) | Utility | |
| Civic (CIV) | General Industrial (GI) | | |
| | Light Industrial (LI) | | |
| | Medium Density Residential (MDR) | | |
| | Mobile Home Residential (MHR) | | |

N

Brenton Slough Concept Plan



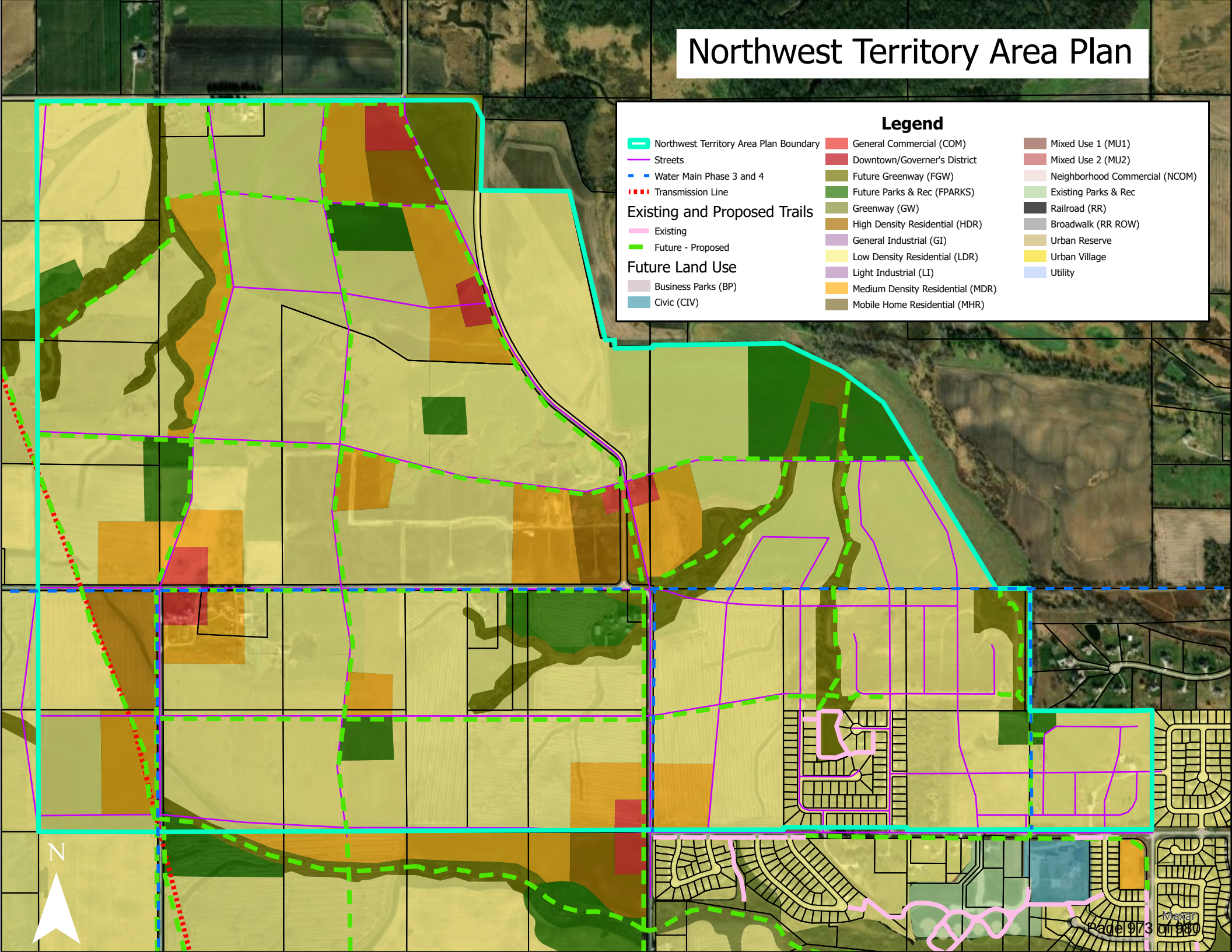
Legend

- Northwest Territory Area Plan Boundary
- Brenton Slough Boundary
- Streets

Existing and Proposed Trails

- Existing
- Future - Proposed
- Brenton Slough Proposed Trail

Northwest Territory Area Plan



Legend

- | | | | | |
|--|------------------------------|--------------------------------|----------------------------------|--------------------|
| Northwest Territory Area Plan Boundary | General Commercial (COM) | Mixed Use 1 (MU1) | | |
| Streets | Downtown/Governor's District | Mixed Use 2 (MU2) | | |
| Water Main Phase 3 and 4 | Future Greenway (FGW) | Neighborhood Commercial (NCOM) | | |
| Transmission Line | Future Parks & Rec (FPARKS) | Existing Parks & Rec | | |
| Existing and Proposed Trails | | | Railroad (RR) | Broadwalk (RR ROW) |
| Existing | Greenway (GW) | High Density Residential (HDR) | Urban Reserve | Urban Village |
| Future - Proposed | General Industrial (GI) | Low Density Residential (LDR) | Utility | |
| Future Land Use | | | Medium Density Residential (MDR) | |
| Business Parks (BP) | Light Industrial (LI) | Mobile Home Residential (MHR) | | |
| Civic (CIV) | | | | |

CITY COUNCIL COMMUNICATION
Meeting Date: 1/23/2024

AGENDA ITEM: Destination Drive Area Plan Discussion

BACKGROUND: Staff has been developing area plans for four areas of Grimes that have a large amount of vacant, undeveloped land and that staff will expect to see development in the near future. The area plans will include information regarding utilities, streets, trails, land use, and parks. The purpose of the area plans is to create a predictable development environment for property owners and developers, create clear development expectations, and implement sound planning principles.

The Destination Drive Area Plan is located on the east side of Grimes, from approximately NE 18th St, to the northern stub of SE Destination Drive off SE 37th Street.

Specific goals for the Destination Drive Area Plan include preserving highway oriented commercial opportunities along the main street corridors, develop a well-connected transportation network that reduces that traffic flow on Highway 141, ensure that there are appropriate land use transitions between Grimes and Johnston, and identify where residential opportunities can be incorporated and ensure there is adequate parkland for the residential uses.

Below is an outline of the proposed Destination Drive Area Plan highlighting the major components of the plan. Maps of the proposed area plan have been provided to show the layout and associated features below.

DESTINATION DRIVE AREA PLAN OUTLINE:

UTILITIES

Water

To continue to serve the growing population and amenities of Grimes, additional water access is needed. With the extension of NE and SE Destination Drive, the City plans to construct a 12" water main that will connect from the SE corner of the area plan to SE Destination Drive, and run north, parallel to the future Destination Drive roadway connection.

The City is also discussing plans for acquiring Thorpe Water Development and making it apart of Grimes current water district. This is still under discussion.

Streets

Staff is working with Snyder & Associates to develop a Master Streets Plan which will determine future road locations and extensions, right-of way widths, road classifications and cross sections, and potential traffic calming measures. The Master Streets Plan has been incorporated into the area plan to show the locations of major streets which have helped to inform land uses and locations for parks and trails. Wherever possible, streets have been placed off property lines to avoid any development issues.

New major streets in the Destination Drive Area Plan include connecting NE Destination Drive to NE 18th Street and SE Destination Drive, and extending SE Princeton Drive north to eventually connect to SE Destination Drive.

Fagen Development Traffic Impact Study

In 2022, the City hired Snyder & Associates to complete a traffic impact study on the Fagen property located at the SE corner of Highway 141 and NE Beaverbrooke Blvd. The traffic study analyzed the existing intersections, crashes, and traffic counts of the surrounding streets in the area. The study found that there was benefit in constructing NE Destination Drive and NE Beaverbrooke Blvd and connecting them via a roundabout. This would offload traffic from Highway 141 and provide another means of access for residents that live in the eastern portion of Grimes, as well as access to and from the commercial businesses along E 1st Street.

Existing Future Land Use

The Future Land Use Plan (FLUP) designates most of the land east of Grimes as general commercial, mixed use-1, and mixed use-2.

Major roadways including NE and SE Destination Drive are shown connecting NE 18th Street to SE 37th Street. A natural greenway is shown cutting through the Hunter Farms property and is planned to be preserved within the area plan.

Proposed Land Use

The Destination Drive Area plan will provide clarity on the types of land uses proposed. Instead of using mixed-use designations, staff have decided that identifying more specific land uses will allow developers and the City to clearly understand what is permitted in these areas in the future. Light industrial land use designations and a variety of residential land use designations are proposed. Commercial uses will stay primarily the same as what's shown in the FLUP, including along other major roadways.

Commercial

Commercial parcels will be designated along Highway 141, E 1st Street, and SE 11TH Street. These parcels are steered to serve highway commercial businesses, that can easily be seen and accessed from major roadways.

Residential

High-density residential and medium-density residential can be found neighboring these commercial uses. As demand for services continues to grow in the City of Grimes, it is important to ensure there are opportunities for a variety of housing types that have adequate access to transportation networks, schools, and commercial areas. These uses are also placed to complement our neighbors to the east. Johnston's west city boundary is primarily a mix of single-family homes and apartments. Our medium and high-density areas proposed provide a complementary transition between the city boundaries.

Light Industrial

SE Destination Drive primarily consists of light industrial businesses. The Destination Drive Area Plan proposes to continue the light industrial uses along SE Destination Drive, before transitioning into commercial and medium density residential to the east. Light industrial

permits uses of general commercial and limited light industrial nature. Although this land use is similar to commercial, staff is proposing to use the existing natural features of the site to act as a buffer between the medium-density residential to the east, and commercial uses along SE 11th Street.

Parks

All parks within the area plan have been appropriately sized to serve the residential densities within the area plan and are placed to ensure all residents can safely travel to a park within one-half mile. Although the Destination Drive Area Plan is primarily made up of commercial uses, the existing residential areas are underserved with park amenities. It is important to ensure that the existing parks are updated, and additional parks are added to serve additional residential areas included in this plan. New parkland will be located around residential areas and provide opportunities for trail connections and expansion of open space into areas not suitable for development. Amenities will be evaluated as each park is developed and reviewed in collaboration with the Parks and Recreation Department.

North Pointe Park, located just outside of the Destination Area Plan, is currently serving the residential neighborhood at the NE corner of Grimes. The park has been discussed among staff for needing updated amenities. Brookside Village development, located east along Highway 141, is currently under construction and has contributed parkland dedication dollars towards the park. Plans to provide improvements to the park are under discussion and will benefit the surrounding residential area.

An additional park has been added within the Destination Area Plan and is located south of SE 11th St. This park will serve the medium and high-density residential uses nearby and can be accessed via a trail along the greenway to the east. The park will also preserve the waterway that cuts through the south portion of the park. Johnston residents that live just along the eastern Grimes border may also enjoy the close access to the park.

Trails

Trail connections throughout the area plan are placed along the major streets and greenways. The trail plan focuses on continuing trail connections from existing trails in Grimes, while preserving the existing greenways. Utilizing these existing pathways by installing a trail network not only continues to preserve the natural landscape but provides recreation and access for residents and visitors to their neighboring park.

Trail connectivity is proposed along major roadways like E 1st Street, NE/SE Destination Drive, NE Beaverbrooke Blvd, and SE 11th St. Trail are existing today along the south side of E 1st Street, providing a walkable and bikeable connection to the surrounding businesses. The trail along Destination Drive will continue to extend along the east side of the roadway and will continue as the roadway connects. That trail will connect to the trail along NE Beaverbrooke Blvd that is currently under construction. SE 11th St trail will be installed along the south side, and connect to the trail along Destination Drive.

Discussion Points:

Below are some discussion points staff would like the Commission to consider and provide guidance regarding the proposed area plan.

1. Should Destination Market north of NE Telkay Lane include high-density residential opportunities, or stay primarily commercial?

The Commission agreed to keep this area flexible for future development opportunities.

2. The undeveloped parcels with the Destination Drive area plan are currently already zoned. How do we feel about mass changing the zoning of these parcels at once? Or do we prefer to change the zoning with development applications?

The Commission agreed to keep the Destination Market area and a portion of the Hunter Farms parcel near the Johnston High School as flexible. They agreed with rezoning the existing zoned parcels that were suggested in the presentation.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: YES

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community _____

*More Beautiful/Vibrant Community ☒

BOARD/COMMISSION ACTIONS: N/A

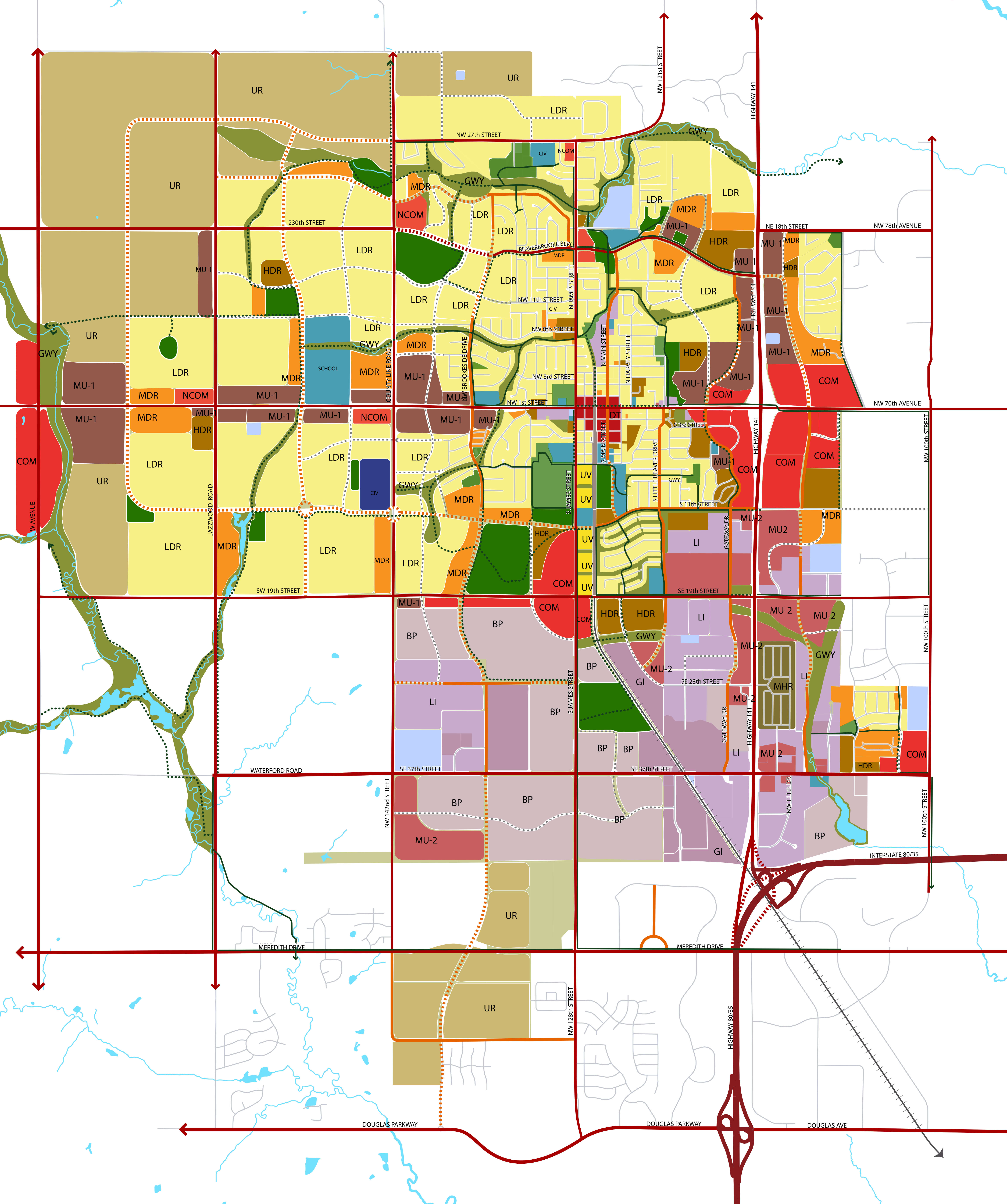
STAFF RECOMMENDATION: N/A

RESPONSIBLE STAFF/CONTACT INFORMATION:

Molly Mannel, Assistant Planner, 515-986-4050, mmannel@grimesiowa.gov

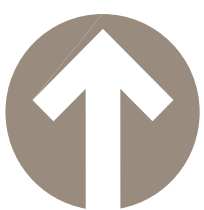
Prepared by: Molly Mannel, Assistant Planner

Return to: Molly Mannel, Assistant Planner



Map 5.2

Future Land Use Grimes, Iowa

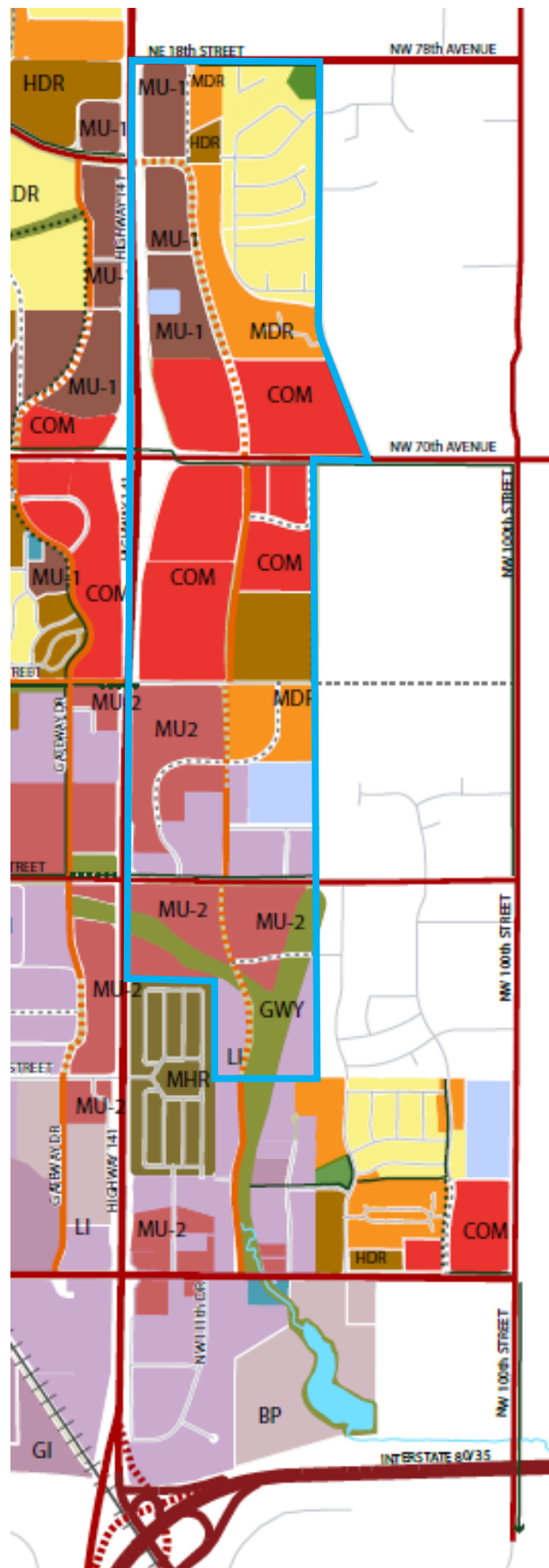


2018

- Existing Street/Highway
- Proposed Major Street
- Existing Collector
- Proposed Collector
- Existing Local Street
- Proposed Local Streets
- Existing Trails
- Proposed Trails

- Low Density Residential (LDR)
- Urban Village (UV)
- Urban Reserve (UR)
- Mobile Home Residential (MHR)
- Medium Density Residential (MDR)
- High Density Residential (HDR)
- Mixed Use 1 (MU)
- Mixed Use 2
- Neighborhood Commercial (NCOM)
- General Commercial (COM)

- Downtown/Governors District
- Business Parks (BP)
- Light Industrial (LI)
- General Industrial (GI)
- Civic (CIV)
- Future Parks & Rec (FPARKS)
- Existing Parks & Rec
- Greenway/Preserve/OS (GWY)
- Public Facility (PF)
- Broadwalk (Railroad ROW)



Destination Drive Area Plan

