

Grimes City Council Agenda

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

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

Mission Statement

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

Grimes City Council Meeting August 9, 2022, at 5:30 PM In Person/Zoom at Grimes Community Center, 410 SE Main Street, Room 203

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

Join Zoom Meeting

<https://us06web.zoom.us/j/3787305851?pwd=Y2xpSUU2T3IxUUpkSmFtRVlmTjlyUT09>

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 AUGUST 9, 2022, AT 5:30 PM AT GRIMES COMMUNITY CENTER

1. Call to Order
Pledge of Allegiance
2. Roll Call
3. Approval of the Agenda
4. Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)
 - A. Minutes from previous meeting

- B. Resolution 08-0122 Authorizing Intergovernmental Agreement for the Funding and Operation of a Joint Fire and EMS Records Management System by the Cities of Clive, Grimes, Johnston, Norwalk, Urbandale, Waukee, and Windsor Heights
- C. Request for Street Closure for Block Party
- D. New ABD License: McDivot's Sports Pub 3390 SE Crossroads Dr.: Class C Liquor; Outdoor Service & Sunday Sales
- E. Pay Applications:
 - 1. New Grimes Public Library
 - a. Pay Application #5 to Weitz for the New Grimes Public Library \$2,924.55
 - b. Pay Application #2 to Graphite Group for New Grimes Public Library \$9,500.00
 - c. Pay Application #3 to Graphite Group for New Grimes Public Library \$9,927.50
 - d. Pay Application #1 to Performance Contracting Inc for New Grimes Public Library \$19,159.75
 - e. Pay Application #3 to Van Maanen Electric for the New Grimes Public Library \$2,077.63
 - f. Pay Application #1 to Kone for the New Grimes Public Library \$34,374.80
 - g. Pay Application #2 to Forman Ford for New Grimes Public Library \$10,450.00
 - 2 Pay Application #1 to Synergy Contracting, LLC for SE Trail Ridge Road Water Main \$249,022.94
 - 3. Pay Application #4 to Van Maanen Electric, Inc for Highway 44 at County Line Road Temporary \$2,280.00
 - 4. Pay Application #5 to S.J. Louis Construction, Inc for WRA Grimes Connector – Contract 1 \$1,356,953.99
 - 5. Pay Application #5 to Shank Constructors, Inc for WRA Grimes Connector – Contract 4 \$756,106.14
 - 6. Pay Application #11 to On Track Construction, LLC for Northwest Territory Lift Station and Force Main \$9,134.11
 - 7. Pay Application #2 to InRoads for 2022 Asphalt Overlay Project \$32,457.70
- F. Change Orders:
 - 1. Change Order #1 to Synergy Contracting, LLC for SE Trail Ridge Road Water Main increasing contract \$6,336.00
 - 2. Change Order #4 to On Track Construction, LLC for Northwest Territory Lift Station and Force Main increasing contract \$930.60
 - 3. Change Order #2 to InRoads for 2022 Asphalt Overlay Project decreasing contract \$26,905.41
 - 4. Change Order #1 to Edge Commercial, LLC for Waterworks Park Improvements increasing contract \$16,992.20
 - 5. Change Order #3 Absolute Concrete for County Line Road Intersection Improvements increasing contract \$25,080.00
 - 6. Change Order #1 to Graphite Group for the New Grimes Library \$6,582.77
- G. Professional Services Payments:
 - 1. Whitfield & Eddy Law \$17,888.99
 - 2. Pay Application #29 Bolton & Menk, Inc for Highway 44 & SW County Line Road Intersection Improvements \$4,483.50
 - 3. Pay Application #17 to Bolton & Menk, Inc for Highway 44 Corridor Study \$791.90
 - 4. Pay Application #8 to Bolton & Menk, Inc for 2021 Asphalt Overlay Project \$12,511.00
 - 5. Pay Application #9 to ISG for Water Works Park Splash Pad \$12,457.95
 - 7. Pay Application #44 to Veenstra & Kimm, Inc for WRA Connector \$47,079.48
 - 8. Pay Application #3 to Civil Design Advantage for GrimesPlex \$26,447.25

- H. Resolution 08-0522 Consent and Agreement for Improvements Lot 19th of Kennybrook South Plat 3 – 916 SW 9th Ct.
- I. Resolution 08-0622 Approving Grant Application for Resource Enhancement Protection Grant (REAP) Relating to the Acquisition of Land for Park Purposes
- J. Resolution 08-0922 Approving Early Access Agreement – HD LLC, Grimes WRA
- K. Resolution 08-0822 Approving Quotes and Bills Over \$10,000
- L. Resolution 08-1022 Accepting Public Improvements in Dallas Center Grimes Middle School Plat 1
- M. Resolution 08-1122 to Enter into Agreement Between the City of Grimes and Iowa Department of Transportation for Cooperative Action for Urban-State Traffic Engineering Program (U-STEP) Funding for County Line Road Traffic Signal Improvement Project
- N. Resolution 08-1322 To Enter into Contract for Professional Services with Snyder & Associates for the Development of a Street Master Plan/Design Guide
- O. Resolution 08-1422 Authorizing PFM Financial Advisors LLC to Provide Financial Advice Regarding Joining Central Iowa Water Works
- P. Resolution 08-1522 Approving Offer to Purchase and Agreement – WRA Bohrofen Dallas County Property
- Q. Resolution 08-1622 Approving Offer to Purchase and Agreement – WRA Bohrofen Polk County Property
- R. Resolution 08-1722 Approving Offer to Purchase and Agreement – WRA Homes By Advantage property
- S. Resolution 08-1822 To Enter into Contract for Professional Services with Allender Butzke Engineers, Inc for Independent Field and Laboratory Testing and Observation Services for the New Grimes Public Library
- T. Resolution 08-2022 Approving Personnel Transactions
- U. Resolution 08-2122 on Notice and Intent to Vacate and to Dispose of Public Property Located at 212 SE Main and Setting Public Hearing for August 23, 2022, at 5:30 pm
- V. Resolution 08-2222 on Notice and Intent to Vacate and to Dispose of Public Property in Peitzman's Subdivision and Setting a Public Hearing for August 23, 2022, at 5:30 pm
- W. Resolution 08-2322 on Notice and Intent to Vacate Public Property in Heritage at Grimes Plat 2 and Convey to Adjoining Property Owner and Setting a Public Hearing for August 23, 2022, at 5:30 pm.
- X. Receiving and Filing of Correspondence
- Y. Finance Report for June 2022
- Z. Claims Report July 25, 2022, and August 9, 2022
- z. Request for Street Closure for Block Party

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. Voluntary Annexation
 - a. Public Hearing to Consider Approval of An Application for Voluntary Annexation by the Titleholder, LeMar Koethe

- b. Resolution 08-0722 Approving Voluntary Annexation of Certain Property into the City of Grimes
2. Resolution 08-0322 Adopting Schedule of Administrative Penalties for Violations of Industrial Pretreatment Ordinance Regulating Hauled Waste and Regulating Fat, Oil and Grease Discharge by Food Service Establishments in Chapter 9 of the Municipal Code of the City of Grimes
3. Ordinance 768 Amending Grimes Code Ordinance Title 9 Relating to Regulations of Industrial and Commercial Wastewater
 - a. Public Hearing Amending Grimes Code of Ordinance Title 9 Relating to Regulations of Industrial and Commercial Wastewater
 - b. First Reading of Ordinance 768 Amending Grimes Code of Ordinance Title 9 Relating Regulation of Industrial and Commercial Wastewater
4. Resolution 08-0422 to Amending Schedule of Administrative Penalties for Violations of Industrial Pretreatment Ordinance Regulating Hauled Waste and Regulating Fat, Oil and Grease Discharge by Food Service Establishment in Chapter 9 of the Municipal Code of the City of Grimes effective October 1, 2022
5. Ordinance 770 Amending Section 6-7-1 of the Grimes Code of Ordinances to Provide that Sales and Use of Tobacco Products, Alternative Nicotine Products, Vapor Products and Cigarettes Be Legal Only to Persons 21 Years and Older
 - a. Public Hearing Amending Section 6-7-1 of the Grimes Code of Ordinance to Provide that Sales and Use of Tobacco Products, Alternative Nicotine Products, Vapor Products and Cigarettes Be Legal Only to Persons 21 Years and Older
 - b. First Reading of Ordinance 770 Amending Section 6-7-1 of the Grimes code of Ordinances to Provide that Sales and Use of Tobacco Products, Alternative Nicotine Products, Vapor Products and Cigarettes Be Legal Only to Persons 21 Years and Older
6. 3600 SE Miehle Drive – Building Elevation Modification
7. Resolution 08-1922 Approving Final Plat of Legacy at James Street Plat 1 and Certain Related Agreements and Easements
8. Appointment of Library Board Member

ADJOURNMENT

CITY COUNCIL MEETING

Tuesday, July 12, 2022

*Please note the regular City Council Meeting was held as an electronic and in person meeting. The meeting was called to order by Mayor Mikkelsen Tuesday July 12, 2022 at 5:34 p.m. at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa. The Pledge of Allegiance was led by Mayor Mikkelsen.

ROLL CALL

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

AGENDA ITEMS

APPROVAL OF THE AGENDA

Mayor Mikkelsen asked for approval of the agenda.

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

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

CONSENT AGENDA

A. Minutes from previous meeting B. Resolution 07-0122 Approving Quotes and Bills over \$10,000 C. ABD Renewal: Pole Position, 1350 SE Gateway Dr #108: Class C Beer, and Sunday Sales D. Resolution 07-0222 Approving Assignment and Assumption of Development Agreement between Grimes Associates Two, LLC, Grimes Associates Three, LLC, Grimes Associates Four, LLC, Grimes Associates Five, LLC, Grimes Associates Six, LLC, Grimes Associates Seven, LLC, Grimes Associates Eight, LLC, Grimes Associates Nine, LLC, Grimes Associates Ten, LLC, Grimes Associates Eleven, Grimes Associates Twelve, LLC and Destination Market, LLC E. Resolution 07-0322 Authorizing Adoption of Policies and Procedures Regarding Municipal Securities Disclosure F. Resolution 07-0422 Approving a Food Truck Fundraising Event for New Library Project in Parking Lot of Grimes Public Library on August 1, 2022 G. Professional Services: Whitfield and Eddy Law \$20,936.00 H. Pay Requests: 1. Pay Request #43 to Veenstra & Kimm, Inc for WRA Connector \$37,507.11 2. Pay Request #4 S.J. Louis Construction, Inc for WRA Grimes Connector – Contract 1 \$1,149,935.40 3. Pay Request #4 Shank Constructors, Inc for WRA Grimes Connector – Contract 4 \$547,628.35 I. Resolution 07-0922 Amending Address of Lot 49 – Autumn Park Plat 5 J. Resolution 07-1122 To Enter into Contract for Professional Services with Snyder & Associates, Inc for On-Call Traffic Engineering Services K. Amendment to Agreement for Professional Consulting Services Amendment No. 1 with Nilles Associates, Inc. L. Resolution 07-0722 To Enter into a Contract for Professional Services with Sports Facilities Development for the GrimesPlex M. Resolution 07-1022 To Enter into a Compensation Agreement with Chevalia Run Owners Association N. Resolution 07-0522 Purchasing Policy O. Claims \$ 2,756,390.39

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

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

PUBLIC FORUM - None

PUBLIC AND COUNCIL AGENDA ITEMS

1. Public Hearing on Proposed Development Agreement with Rock Creek Investments, LLC

Development Services Director Alex Pfaltzgraff stated that at the March 22, 2022 City Council Meeting, a Resolution was approved which authorized staff to negotiate a Development Agreement with Rock Creek Investments, and to initiate the necessary Urban Renewal Proceedings. Pfaltzgraff said that a number of hearings were held, and ordinances approved, to establish the project within the Urban Renewal Plan area and to provide for the collection of incremental tax revenues. Pfaltzgraff noted that this agreement requires construction of public improvements which include the extension of Keystone Drive to the south, and then east, to connect to 100th

Street, as well as the necessary sewer, storm, sidewalk and street lights. Pfaltzgraff said this project will have multiple phases to build a medical office campus with approximately 175,000 square feet on the 30-acre parcel. He added that this agreement also allows for about 3.83 acres of parkland and greenspace to be dedicated to the city. He said in consideration of these improvements, the agreement has a 10-year incentive .

Mayor Mikkelsen opened the Public Hearing at 5:37 pm, being no written or oral comments, Mayor Mikkelsen closed the Public Hearing at 5:37 pm.

a. Resolution 07-0622 Approving Development Agreement with Rock Creek Investments, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

Council Member Gisch noted that by the terms of the agreement, the developer can only receive those incentives if they have completed the work as proposed. Mayor Mikkelsen stated that he greatly appreciated the investment that Rock Creek was making in the community.

Motion by Gisch, Second by DePhillips, to approve Resolution 07-0622 Approving Development Agreement with Rock Creek Investments, LLC, and authorizing annual appropriation tax increment payments and pledging certain tax increment revenues to the payment of the agreement.

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

2. Resolution 07-0822 Approving Final Plat for Willow Hills Plat 2

Development Services Director Alex Pfaltzgraff addressed Council stating that this is the Final Plat for Phase 2 of Willow Hills. He said the approximately 21.27 acre property will be divided into 54 single-family lots and four public street lots. Pfaltzgraff said the single family lots will range from 11,000 to 26,000 square feet in size and the streets will be dedicated to the city. Pfaltzgraff noted that the right-of-way along NW 27th Street was previously dedicated to the city with Willow Hills Plat 1. Pfaltzgraff said this phase aligns well with the first plat and has significant landscape buffers, trail extensions, and a pond. He added that the Planning and Zoning Board along with staff recommended approval of the Final Plat.

Council Member Gisch said he appreciated that the developer worked with the city ensure trail connections and extending the pond to create a nice amenity and recreation opportunity for the community.

Motion by Borcharding, Second by DePhillips, to approve Resolution 07-0822 Approving the Final Plat for Willow Hills Plat 2.

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

3. Taco Bell – Site Plan

Development Services Director Alex Pfaltzgraff stated that the applicant is requesting approval of the site plan for a 2,048 square foot Taco Bell restaurant with drive-thru and outdoor patio located at 2227 E. 1st Street.

Pfaltzgraff said the property is located within the C-2 zoning district and is within Zone 2 of the Highway 141 Mixed Use Development Corridor District and the Transportation Corridor Mixed Use Development District Overlay. He noted that the exterior is largely brick and masonry with a few accent features to meet the required architectural standards. Council Member Borcharding noted that Planning and Zoning was very happy with the design. Pfaltzgraff stated that the Planning and Zoning Board along with staff recommended approval.

Motion by Gisch, Second by Borcharding, to Approve the Taco Bell Site Plan.

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

4. Legacy at James Street- Preliminary Plat

Development Services Director Pfaltzgraff said this is a preliminary plat for approximately 80 acres for flex industrial usage. Pfaltzgraff said the current zoning is M1-4 and the property is partially located within the Transportation Corridor Mixed Use Development Overlay District. He said the Preliminary Plat shows the acreage will be subdivided into 5 or 6 development lots. Pfaltzgraff said Planning and Zoning and staff have reviewed the plans and recommended approval at their July 5th meeting.

Motion by Gisch, Second by DePhillips, to approve the Legacy at James Street Preliminary Plat.

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

5. Donovan Marine Grimes – Site Plan

Development Services Director Pfaltzgraff stated this site plan is located on one of the lots from the Legacy Plat. He said this lot is in the northwest corner of SW 37th Street and South James Street. Pfaltzgraff said Donovan Marine is a marine parts distribution company that is looking to relocate in Grimes. He said this proposal is for a 200,000 square foot warehouse and office space with a private street to provide a connection between South James and SW 37th Street. Pfaltzgraff noted that the building proposed is very similar to the existing buildings located off of Highway 141 and meets the requirements for the Transportation Corridor Mixed Use Development Overlay District. Council Member Gisch asked why the site plan was being proposed prior to the Final Plat approval. Pfaltzgraff explained that a Final Plat will be brought forward prior to occupancy once all of the easements have been established.

Motion by Gisch, Second by DePhillips, to Approve the Donovan Marine Grimes Site Plan.

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

City Administrator Jake Anderson reminded the Council of the ground breaking ceremony for the Splash Pad would be Monday, July 18, 2022 at 1:20 pm. He also added that the Council meeting in August would be held in the room adjacent to the IT and HR Department offices. Anderson also advised that a set of claims would be set out for approval at the end of the month due to their not being a second meeting in July.

ADJOURN

Motion by Gisch, Second by Borcharding, to adjourn the meeting at 5:55 p.m.

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

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

GRIMES RESOLUTION NO. 8-0122

**RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT
FOR THE FUNDING AND OPERATION OF A JOINT FIRE AND EMS RECORDS
MANAGEMENT SYSTEM BY THE CITIES OF CLIVE, GRIMES, JOHNSTON, NORWALK,
URBANDALE, WAUKEE AND WINDSOR HEIGHTS**

WHEREAS, the City of Grimes (Grimes) has been part of a successful 28E Agreement with neighboring cities for the last five years to share the cost of records management software that Johnston-Grimes Metropolitan Fire Department uses for fire and EMS records, and

WHEREAS, this 28E Agreement has saved Grimes a considerable amount of money over having the fire department own an individual software license, and

WHEREAS, the previous 28E Agreement expired on July 1, 2022, and a new agreement needs authorized to continue this arrangement; and

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

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

1. That the City of Grimes enter into the attached 28E Agreement with Clive, Johnston, Waukee, Urbandale, Windsor Heights, and Norwalk, and,
2. That the Mayor and City Clerk are authorized to execute the attached 28E Agreement on behalf of the City of Grimes.

PASSED AND APPROVED this 9th day of August 2022.

By: _____
Mayor Scott Mikkelsen

By: _____
Attest: City Clerk Rochelle Williams

GRIMES RESOLUTION NO. 8-0122

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FOR THE FUNDING AND OPERATION OF A JOINT FIRE AND EMS RECORDS
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PASSED AND APPROVED this 9th day of August 2022.

By: _____
Mayor Scott Mikkelsen

By: _____
Attest: City Clerk Rochelle Williams

**INTERGOVERNMENTAL AGREEMENT
FOR THE FUNDING AND OPERATION OF A JOINT FIRE AND EMS RECORDS
MANAGEMENT SYSTEM BY THE CITIES OF CLIVE, GRIMES, JOHNSTON,
NORWALK, URBANDALE, WAUKEE AND WINDSOR HEIGHTS**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into effective this 1st day of July, 2022, by and between the CITY OF CLIVE, IOWA, a municipal corporation ("Clive"), the CITY OF GRIMES, IOWA, a municipal corporation ("Grimes"), the CITY OF JOHNSTON, IOWA, a municipal corporation ("Johnston"), the CITY OF NORWALK, IOWA, a municipal corporation ("Norwalk"), the CITY OF URBANDALE, IOWA, a municipal corporation ("Urbandale"), the CITY OF WAUKEE, IOWA, a municipal corporation ("Waukee"), and the CITY OF WINDSOR HEIGHTS, IOWA, a municipal corporation ("Windsor Heights") (Clive, Grimes, Johnston, Norwalk, Urbandale, Waukee, and Windsor Heights are referred to herein individually as a "City" or jointly as the "Cities"), pursuant to Chapter 28E of the Iowa Code.

WHEREAS, each City has established the need for the proper documentation and record keeping of emergency responses and daily operations.

WHEREAS, in order to most efficiently and cost effectively document and record keep emergency responses and daily operations, the Cities desire to continue operating a jointly purchase records management system originally established pursuant to a Chapter 28E agreement on the 10th of August, 2017 and as subsequently renewed and extended.

NOW, THEREFORE, the parties hereto agree as follows:

1. Joint Operation of Fire and EMS Records Management System. The Cities agree to contribute funds to operate a fire and EMS records management system (the "RMS") to be used by the staff of the Clive Fire Department, Johnston-Grimes Metropolitan Fire Department, Norwalk Fire Department, Urbandale Fire Department, Waukee Fire Department, and the Windsor Heights Fire Department (referred to herein as the "Fire Departments"). The RMS design and operations shall be mutually agreed upon by the Fire Chiefs of the Cities. This Agreement shall not create a separate legal or administrative entity. The Fire Chiefs of the Cities shall be designated as the administrators of this Agreement.

2. Lead Agency/Licensing of RMS. Clive shall serve as the lead agency for the project, including the purchasing process and obtaining the license of the RMS software. In consideration for the contributions to the purchase and operations of the RMS, the Cities shall have the rights to use the RMS as set forth in this Agreement.

3. Operation of RMS. Each City agrees to split the cost of the RMS using a combination of percent splits (based on the fiscal year ending 12 months prior proportion of fire and EMS responses) and equal splits (based on the current number of participating fire and EMS departments). Standard Services costs are shared by all Cities. Optional Services costs are shared by those Cities utilizing individual services.

“Standard Services” Include:

Image Trend Elite Rescue Annual Support: Percent
Image Trend Elite Rescue Annual Hosting: Percent
Image Trend Elite Field Site License Annual Support: Equal
Image Trend Elite CAD Integration Annual Support: Equal

“Optional” Services Include:

Image Trend Elite Mobile Fire Inspections Annual Support: Equal
Image Trend Elite Investigations Annual Support: Equal
Image Trend Elite Scheduler Annual Support: Equal
Image Trend Elite MARS (Mapping) Annual Support: Equal
Image Trend Elite Visual Informatics EMS Cube Annual Support: Equal
Image Trend Elite Visual Informatics FIRE Cube Annual Support: Equal
Image Trend Elite Permits Annual Support: Equal

Clive shall bill each City for their share of the annual operating costs as Clive receives the invoices for such costs, and the Cities agree to pay Clive for such costs within forty-five (45) days following the receipt of the invoice from Clive and approval of such invoice.

4. Cost of Annual Support and Hosting. The Cities will annually (no later than January 15 of each year) approve a budget for the annual support and hosting cost for the RMS for the following fiscal year. Annual support and hosting cost for the RMS will be paid by Clive, and Clive will annually submit an accounting of the expenditures to the other Cities for reimbursement based on the splits contained in paragraph 3.

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

- i. the new city pays a proportional share of the initial investment to each City based on the call volume for the fiscal year ending 12 months prior (for percentage split items) and the then current number of participants (for equal splits items), and
- ii. any additional fees related to the addition of a new city are paid by the new city.

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

law, each City shall indemnify, save, defend and hold harmless the other Cities that are parties to this Agreement, including their officers, agents and employees, against any and all claims, suits and actions, including court costs and attorney's fees, brought by the officers, agents and employees of the City, occurring as a consequence of the participation and performance of the activities and training contemplated by this Agreement.

7. Term and Termination. This Agreement shall be effective upon the date stated above and shall remain in effect until July 1, 2027, unless earlier terminated as set forth herein or upon the agreement of the parties.

Any City may terminate its use of the RMS and terminate its participation in this Agreement by providing the other Cities with written notice not less than eighteen months (18) prior to the effective date of the termination. Upon the written agreement of the Cities, the term of this Agreement may be extended.

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

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

a. If to Clive, to:

City of Clive
City Hall
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Manager

b. If to Grimes, to:

City of Grimes
City Hall
101 NE Harvey Street
Grimes, Iowa 50111
Attention: City Administrator

c. If to Johnston, to:

City of Johnston
City Hall
6221 Merle Hay Road
Johnston, Iowa 50131
Attention: City Administrator

- c. If to Norwalk, to:

City of Norwalk
City Hall
705 North Avenue
Norwalk, Iowa 50211
Attention: City Manager

- d. If to Urbandale, to:

City of Urbandale
City Hall
3315 70th Street
Urbandale, Iowa 50322
Attention: City Manager

- e. If to Waukee, to:

City of Waukee
City Hall
230 W. Hickman Road
Waukee, Iowa 50263
Attention: City Administrator

- f. If to Windsor Heights, to:

City of Windsor Heights
City Hall
1133 66th Street
Windsor Heights, Iowa 50311
Attention: City Administrator

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

9. Miscellaneous. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions, agreements and understandings of the parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa with jurisdiction in the state and federal courts

located in Polk County, Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

10. Filing/Recording of Agreement. After execution by the parties, this Agreement shall be filed with the Iowa Secretary of State in accordance with the provisions of Iowa Code § 28E.8. The Agreement shall then be recorded in the offices of the Polk County Recorder and Dallas County Recorder in accordance with Iowa Code § 28E.8.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.)

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

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

CITY OF JOHNSTON, IOWA

By: _____
Paula Dierenfeld, Mayor

ATTEST:

Cyndee Rhames, City Clerk

CITY OF NORWALK, IOWA

By: _____
Tom Phillips, Mayor

ATTEST:

Luke Nelson, City Manager

CITY OF URBANDALE, IOWA

By: _____
Robert D. Andeweg, Mayor

ATTEST:

Nicole Lunders, City Clerk

CITY OF WAUKEE, IOWA

By: _____
Courtney Clarke, Mayor

ATTEST:

Brad Deets, City Administrator

CITY OF WINDSOR HEIGHTS, IOWA

By: _____
Mike Jones, Mayor

ATTEST:

Travis Cooke, City Clerk

CITY OF GRIMES

101 NE Harvey, Grimes, Iowa 50111

515.986.3036 Fax 515.986.3846

Today's date: 8/2/22

Name of Organizer/ Planner: Andrew & Emily McLaughlin Address:
1208 NE Park St.

City: Grimes State: IA Zip Code 50111

Phone: 712-358-0472 Alternate phone: _____

Email: McLaughlin.earl@gmail.com

Date(s) / Time(s) for Event August 5

Date: 8/6/22 Start Time: 6:00 ☐ AM ☒ PM End Time: 9:00 ☐ AM ☒ PM

Optional Rain Date (must fall within same weekend) _____

Date: _____ Start Time: _____ ☐ AM ☐ PM End Time: _____ ☐ AM ☐ PM

*Street Closures – please include a map of the area you desire to close and where you would like barricades

Street(s) to be blocked off: between NE
Intersections: NE 11th & 12th AND Park St.

The Grimes City Council must approve all requests for street closures.

Please check all that apply:

- ☐ Erection of a tent or canopy
- ☐ Amplified sound (amplified music or band)
- ☐ Inflatables
- ☐ Food truck -

IMPORTANT: Portable equipment, or structures of any kind must not be located in the street to allow for emergency vehicle access if needed.

Home



NE 12th St

NE 11th St

NE Harvey St





**CITY OF GRIMES
STREET CLOSURE
APPROVAL FORM**

Resident Name:

Andrew & Emily McLaughlin

Resident Address:

1208 NE Park St.

Erection of Tent or Canopy ☐ Amplified Sound ☐

Inflatables On Private Property Only ☐

Food Truck ☐

Fire Department Approval

Fire Inspection Date:

N/A

Approval: Yes ☒

No ☐

Reason for not approving:

Fire Marshal Signature:

[Signature]

Public Works Department Approval

Approval: Yes ☒

No ☐

Reason for not approving:

Public Works Official Signature:

[Signature]

Council Meeting August 9, 2022

NEW ABD LICENSE

- 1. McDivot's Sports Pub: 3390 SE Crossroads Dr. #100:** Class C Liquor, Outdoor Service, and Sunday Sales



**CITY OF GRIMES
ALCHOLIC BEVERAGE LICENSE
STAFF APPROVAL FORM**

Establishment Name: McDivots Pub

Establishment Address: 3390 SE Crossroads Dr. #100

License Class: A ☐ B ☐ C ☒ E ☐ (All that apply)

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

New ☒ Renewal ☐

Fire Department Approval

Fire Inspection Date: To be completed prior to CO

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: [Signature]

Building Department Approval

Approval: Yes ☒ No ☐

Reason for not approving: _____

Building Official Signature: Scott Chyke

Planning Approval

Approval: Yes ☒ No ☐

Reason for not approving: _____

Planning Signature: Molly Mannel



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS			
MCDIVOTS SPORTS PUB, LLC	Mcdivots Pub	(515) 422-6712			
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP	
3390 Southeast Crossroads Drive	100	Grimes	Polk	50111	
MAILING ADDRESS	CITY	STATE		ZIP	
14815 Sutton Drive	Urbandale	Iowa		50263	

Contact Person

NAME	PHONE	EMAIL
Ryan Hutchison	(515) 422-6712	ryan@mcdivotspub.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class C Liquor License	12 Month	Pending Dramshop Review
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
Aug 1, 2022	July 31, 2023		
SUB-PERMITS			
Class C Liquor License			



PRIVILEGES

Outdoor Service, Sunday Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Ryan Hutchison	Urbandale	Iowa	50323	Owner	50.00	Yes
Kyle Pieper	Urbandale	Iowa	50323	Owner	50.00	Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



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

Project Name: Grimes Public Library
Project # X237400
Date: 6/30/2022

WEITZ – Amount Due

WEITZ: Pay App 5: \$2,924.55

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): City of Grimes	PROJECT: PROJECT: #	Grimes Public Library X237400	Distribution to: OWNER ARCHITECT CONTRACTOR
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: 5 PERIOD TO: 06/01/22 06/30/22	
CONTRACT FOR: Construction Management		CONTRACT DATE:	

CONSTRUCTION MANAGER'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL		0	0
Approved this Month			
Number	Date Approved		
CO 1	Set CM agreement at \$973,681		
CO 2	Elevator Rebid (fee on difference)	977	
TOTALS		977.00	0
Net change by Change Order			977.00

1. ORIGINAL CONTRACT SUM	\$ 973,681.00
2. Net change by Change Order	\$ 977.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$ 974,658.00
(Column C on G703)	
4. TOTAL COMPLETED & STORED TO DATE	\$ 73,383.23
(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	\$ 73,383.23
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENTS	\$ 70,458.68
8. CURRENT PAYMENT NOW DUE	\$ 2,924.55
9. BALANCE TO FINISH, PLUS RETAINAGE	\$ 901,274.77
(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

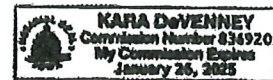
By: Stephen Morrison

July 7, 2022

State of: IOWA County of: POLK July 7, 2022

NOTARY PUBLIC:
My Commission Expires:

Kara Devenney



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: \$ 2,924.55
(Attach explanation if certified differs from the amount applied for.)

ARCHITECT:

By: Ede Date: 07.12.22

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 Prj Name Grimes Public Library Sub:	App # : 5 App Date: 6-Oct-21 Retain : 5.00%	Pd From: 1-Jun-22 PD TO : 30-Jun-22
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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					
	The Weitz Company - Construction Manager								
1	Preconstruction	25,000.00	25,000.00			25,000.00	100%		
2	Construction Manager Services	497,593.00	32,977.00			32,977.00	7%	464,616	
	General Rquirements								
3	Latrines	7,500.00						7,500	
4	Surveying	6,000.00						6,000	
5	Dumpsters/Trash Chute	33,560.00						33,560	
6	Safety	2,050.00	200.00			200.00	10%	1,850	
7	SWPPP/Access/Snow Removal	23,700.00						23,700	
8	General Building Enclosures/Heat	50,146.00						50,146	
9	Roof Access	5,000.00						5,000	
10	Temporary Fencing	11,000.00						11,000	
11	Fee (3.25%) on Construction Manager Services	20,688.00	1,862.00			1,862.00	9%	18,826	
12	Fee (3.25%) per Prime Volume Summary below	292,421.00	10,419.68	2,924.55		13,344.23	5%	279,077	
	Prime Volume Summary								
1	BP #01 - Grading & Utilities - Correll Contractors	\$438,000						438,000	
2	BP #02 - General Construction - Graphite Group	\$2,665,000	58,325.12	20,450		78,775.12	3%	2,586,225	3,939
3	BP #03 - Masonry - Forrest & Associates	\$317,587	2,825.00			2,825.00	1%	314,762	141
4	BP #04 - Flooring - Ideal Floors	\$109,575	53,489.60			53,489.60	49%	56,085	2,674
5	BP #05 - Ceramic Tile - Des Moines Marble	\$119,025						119,025	
6	BP #06 - Roofing - Academy Roofing	\$422,350						422,350	
7	BP #07 - Aluminum, Glazing & Metal Panels - Forman Ford	\$844,487	18,450.20	11,000		29,450.20	3%	815,037	1,473
8	BP #08 - Framing, Drywall, Acoustic, Paint - Performance Contracting Inc	\$1,468,520		20,165		20,165.00	1%	1,448,355	1,008
9	BP #09 - Elevator - KONE	\$144,000		36,184		36,184.00	25%	107,816	1,809
10	BP #10 - Fire Sprinkler - Midwest Auto Fire Sprinkler	\$86,660						86,660	
11	BP #11 - Mechanical - AMC Mechanical	\$1,021,690	76,561.00			76,561.00	7%	945,129	3,828
12	BP #12 - Electrical - Van Maanen Electric	\$977,086	110,954.70	2,187		113,141.68	12%	863,944	5,657
13	BP #13 - Site Paving - Nehring	\$235,622						235,622	
14	BP #14 - Landscaping - Miner Hardscape	\$149,970						149,970	
	Prime Contractors Total	\$ 8,997,572.00	\$320,605.62	\$ 89,985.98		\$ 410,591.60	5%	8,586,980.40	20,529.58
	WEITZ TOTAL	974,658.00	70,458.68	2,924.55		73,383.23	8%	464,616.00	

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 Two Thousand Nine Hundred Twenty Four and 55/100
\$ 2,924.55) 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 7 day of July 2022

****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 7 day of July 2022

Kara DeVenney
Notary Public



APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): City of Grimes 101 NE Harvey Street Grimes IA 50111	PROJECT: PROJECT: # Grimes Public Library X237400	ARCHITECT: Invision 303 Watson Powell Jr. Way Suite 200 Des Moines, IA 50309	APPLICATION NO: 5 PERIOD TO: 06/01/22 06/30/22	Distribution to: OWNER (1) ARCHITECT (3) CONTRACTOR (1)
--	--	--	---	--

PRIME CONTRACT VOLUME SUMMARY
This coversheet is a summary of all of the payments to be issued this pay period to the prime contractors.

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	0	0
Approved this Month		
Number Description		
	30,050.00	
TOTALS	30,050.00	0
Net change by Change Order		30,050.00

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

1. ORIGINAL CONTRACT SUM	8,967,522.00
2. Net change by Change Order	30,050.00
3. CONTRACT SUM TO DATE (Line 1+2)	8,997,572.00
(Column C on G703)	
4. TOTAL COMPLETED & STORED TO DATE	410,591.60
(Column G on G703)	
5. RETAINAGE:	
a. 5% completed work	\$20,529.58
(Column D + E on G703)	
b. 5% of Stored Material	\$ -
(Column F on G703) included in above number	
TOTAL RETAINAGE (Line 5a + 5b or Total in Column 1 of G703)	20,529.58
6. TOTAL EARNED LESS RETAINAGE	390,062.02
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENTS	304,575.34
8. CURRENT PAYMENT NOW DUE	85,486.68
9. BALANCE TO FINISH, PLUS RETAINAGE,	8,607,509.98
(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: Alphina Mousor July 6, 2022

State of: IOWA County of: POLK
subscribed and sworn to before me this July 6, 2022

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 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..... \$ 85,486.68
(Attach explanation if certified differs from the amount applied for.)

ARCHITECT:

By: [Signature] Date: 07.12.22

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 # : 5		Pd From: 1-Jun-22					
Prj Name Grimes Public Library		App Date: 6-Oct-21		PD TO : 30-Jun-22					
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					
	Prime Volume								
1	BP #01 - Grading & Utilities - Correll Contractors	438,000.00						438,000.00	
2	BP #02 - General Construction - Graphite Group	2,665,000.00	58,325.12	20,450.00		78,775.12	3%	2,586,224.88	3,938.76
3	BP #03 - Masonry - Forrest & Associates	317,587.00	2,825.00			2,825.00	1%	314,762.00	141.25
4	BP #04 - Flooring - Ideal Floors	109,575.00	53,489.60			53,489.60	49%	56,085.40	2,674.48
5	BP #05 - Ceramic Tile - Des Moines Marble	119,025.00						119,025.00	
6	BP #06 - Roofing - Academy Roofing	422,350.00						422,350.00	
7	BP #07 - Aluminum, Glazing & Metal Panels - Forman Ford	844,487.00	18,450.20	11,000.00		29,450.20	3%	815,036.80	1,472.51
8	BP #08 - Framing, Drywall, Acoustic, Paint - Performance Contracting Inc	1,466,520.00		20,165.00		20,165.00	1%	1,446,355.00	1,008.25
9	BP #09 - Elevator - KONE	144,000.00		36,184.00		36,184.00	25%	107,816.00	1,809.20
10	BP #10 - Fire Sprinkler - Midwest Auto Fire Sprinkler	86,660.00						86,660.00	
11	BP #11 - Mechanical - AMC Mechanical	1,021,690.00	76,561.00			76,561.00	7%	945,129.00	3,828.05
12	BP #12 - Electrical - Van Maanen Electric	977,086.00	110,954.70	2,186.98		113,141.68	12%	863,944.32	5,657.08
13	BP #13 - Site Paving - Nehring	235,622.00						235,622.00	
14	BP #14 - Landscaping - Miner Hardscape	149,970.00						149,970.00	
	GRAND TOTAL	8,997,572.00	320,605.62	89,985.98		410,591.60	5%	8,586,980.40	20,529.58

AIA Type Document
Application and Certification for Payment

Page 1 of 5

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

PROJECT: Grimes Public Library
Grimes, IA 50111

APPLICATION NO: 2
PERIOD TO: 5/31/2022

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

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

ARCHITECT'S
PROJECT NO:

CONTRACT FOR: Grimes Public Library

CONTRACT DATE: 12/17/2021

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 2,665,000.00
2. Net Change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 2,665,000.00
4. TOTAL COMPLETED AND STORED TO DATE \$ 68,325.12

5. RETAINAGE:

a. 5.00 % of Completed Work \$ 3,416.26
b. 0.00 % of Stored Material \$ 0.00
Total retainage (Line 5a + 5b) \$ 3,416.26

6. TOTAL EARNED LESS RETAINAGE \$ 64,908.86
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ 55,408.86

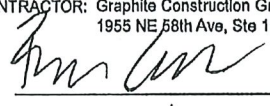
8. CURRENT PAYMENT DUE \$ 9,500.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 2,600,091.14

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

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

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

By: 

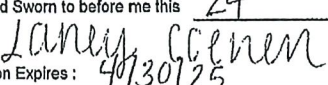
Date: 5/24/22

State of: IA

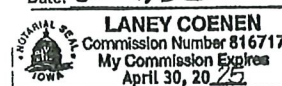
County of: Polk

Subscribed and Sworn to before me this 24

Day of May 20 22

Notary Public: 

My Commission Expires: 4/30/25



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ARCHITECT:

By: _____

Date: _____

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

Page 3 of 5

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

ARCHITECT'S
PROJECT NO:

CONTRACT DATE: 12/17/2021

[illegible]

Page 4 of 5

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

ARCHITECT'S
PROJECT NO:

CONTRACT DATE: 12/17/2021

[illegible]

AIA Type Document
Application and Certification for Payment

Page 5 of 5

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

PROJECT: Grimes Public Library
Grimes, IA 50111

APPLICATION NO: 2
PERIOD TO: 5/31/2022

DISTRIBUTION
TO:
- OWNER
- ARCHITECT
- CONTRACTOR

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

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

ARCHITECT'S
PROJECT NO:

CONTRACT FOR: Grimes Public Library

CONTRACT DATE: 12/17/2021

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
104400.1	M-Fire Protection Specialties	1,050.00	0.00	0.00	0.00	0.00	0.00	1,050.00	0.00
	Specialties Total	91,872.00	0.00	0.00	0.00	0.00	0.00	91,872.00	0.00
Equipment									
116813.1	M-Playground Equipment	2,785.00	0.00	0.00	0.00	0.00	0.00	2,785.00	0.00
116813.2	L-Playground Equipment Install	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00	0.00
	Equipment Total	6,785.00	0.00	0.00	0.00	0.00	0.00	6,785.00	0.00
Furnishings									
122400.1	M-Window Shades	4,855.00	0.00	0.00	0.00	0.00	0.00	4,855.00	0.00
122400.2	L-Window Shades	1,533.00	0.00	0.00	0.00	0.00	0.00	1,533.00	0.00
123600.1	M/L-Stone Countertops	50,481.00	0.00	0.00	0.00	0.00	0.00	50,481.00	0.00
	Furnishings Total	56,869.00	0.00	0.00	0.00	0.00	0.00	56,869.00	0.00
Exterior Improvements									
321816.13	M-Playground Protection Surfacing Materials and Freight	6,356.00	0.00	0.00	0.00	0.00	0.00	6,356.00	0.00
321816.13.	L-Playground Protection Surfacing	7,977.60	0.00	0.00	0.00	0.00	0.00	7,977.60	0.00
	Exterior Improvements Total	14,333.60	0.00	0.00	0.00	0.00	0.00	14,333.60	0.00
REPORT TOTALS		\$2,665,000.00	\$58,325.12	\$10,000.00	\$0.00	\$68,325.12	2.56	\$2,596,674.88	\$3,416.26

AIA Type Document
Application and Certification for Payment

Page 1 of 5

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

PROJECT: Grimes Public Library
Grimes, IA 50111

APPLICATION NO: 3
PERIOD TO: 6/30/2022

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

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

ARCHITECT'S
PROJECT NO:

CONTRACT FOR: Grimes Public Library

CONTRACT DATE: 12/17/2021

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 2,665,000.00
2. Net Change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 2,665,000.00
4. TOTAL COMPLETED AND STORED TO DATE \$ 78,775.12
5. RETAINAGE:
a. 5.00 % of Completed Work \$ 3,938.76
b. 0.00 % of Stored Material \$ 0.00
Total retainage (Line 5a + 5b) \$ 3,938.76
6. TOTAL EARNED LESS RETAINAGE \$ 74,836.36
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ 64,908.86
8. CURRENT PAYMENT DUE \$ 9,927.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 2,590,163.64

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

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

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

By: *[Signature]*

Date: 6/27/22

State of: IA

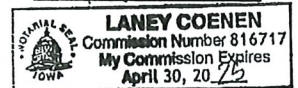
County of: Pok

Subscribed and Sworn to before me this 28

Day of June 20 22

Notary Public: *[Signature]*

My Commission Expires: 4/30/25



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ARCHITECT:

By: _____

Date: _____

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

Page 3 of 5

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

ARCHITECT'S
PROJECT NO:

CONTRACT DATE: 12/17/2021

[illegible]

Page 4 of 5

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

ARCHITECT'S
PROJECT NO:

CONTRACT DATE: 12/17/2021

[illegible]

AIA Type Document
Application and Certification for Payment

Page 5 of 5

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

PROJECT: Grimes Public Library
Grimes, IA 50111

APPLICATION NO: 3
PERIOD TO: 6/30/2022

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

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

ARCHITECT'S
PROJECT NO:

CONTRACT FOR: Grimes Public Library

CONTRACT DATE: 12/17/2021

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
104400.1	M-Fire Protection Specialties	1,050.00	0.00	0.00	0.00	0.00	0.00	1,050.00	0.00
	Specialties Total	91,872.00	0.00	0.00	0.00	0.00	0.00	91,872.00	0.00
Equipment									
116813.1	M-Playground Equipment	2,785.00	0.00	0.00	0.00	0.00	0.00	2,785.00	0.00
116813.2	L-Playground Equipment Install	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00	0.00
	Equipment Total	6,785.00	0.00	0.00	0.00	0.00	0.00	6,785.00	0.00
Furnishings									
122400.1	M-Window Shades	4,855.00	0.00	0.00	0.00	0.00	0.00	4,855.00	0.00
122400.2	L-Window Shades	1,533.00	0.00	0.00	0.00	0.00	0.00	1,533.00	0.00
123600.1	M/L-Stone Countertops	50,481.00	0.00	0.00	0.00	0.00	0.00	50,481.00	0.00
	Furnishings Total	56,869.00	0.00	0.00	0.00	0.00	0.00	56,869.00	0.00
Exterior Improvements									
321816.13	M-Playground Protection Surfacing Materials and Freight	6,356.00	0.00	0.00	0.00	0.00	0.00	6,356.00	0.00
321816.13.	L-Playground Protection Surfacing	7,977.60	0.00	0.00	0.00	0.00	0.00	7,977.60	0.00
	Exterior Improvements Total	14,333.60	0.00	0.00	0.00	0.00	0.00	14,333.60	0.00
REPORT TOTALS		\$2,665,000.00	\$68,325.12	\$10,450.00	\$0.00	\$78,775.12	2.96	\$2,586,224.88	\$3,938.76



Performance Contracting, Inc.

3405 SE Crossroads Drive
Suites G, H, J, K, L, M
Grimes, IA 50111

Phone: 515-986-3677

Fax:

Progress Billing

THE WEITZ COMPANY
10901 WEST 84TH TERRACE
LENEXA, KS 66214

Invoice Number: 01IN-0423170

Invoice Date June 24, 2022	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	1	06/01/22 - 06/30/22	Purchase Order No.	0.00%

Original Contract Amount	1,466,520.00
Change orders 0 thru 0	0.00
Revised Contract Amount	1,466,520.00
Previously Billed	0.00
This Period	20,165.00
Total To-Date	1.375% 20,165.00
Less Retention	5% (1,008.25)
Sub-Total	19,156.75
Less Previous Invoices	(0.00)

TOTAL AMOUNT DUE THIS INVOICE: 19,156.75

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: 1
PERIOD TO: 06/30/22
CUSTOMERS PROJECT NO:
PO NO:
INVOICE NUMBER: 01IN-0423170
INVOICE DATE: 06/24/22

Application is made for payment, as shown below

1. ORIGINAL CONTRACT SUM.....	1,466,520.00
2. Net Change By Change Orders.....	0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2).....	1,466,520.00
4. TOTAL COMPLETED & STORED TO DATE (Column C7 on SOV)	20,165.00
5. RETAINAGE	
a. 0.00 % of Completed Work (Columns C4+C5 on SOV)	1,008.25
b. 0.00 % of Stored Material (Column C6 on SOV)	0.00
Total Retainage(Line 5a + 5b or Total in Column C10 of SOV).....	1,008.25
6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)	19,156.75
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	0.00
8. SALES TAX.....	0.00
9. CURRENT PAYMENT DUE.....	19,156.75
10. BALANCE TO FINISH, INCLUDING RETAINAGE.....	1,447,363.25

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

Performance Contracting, Inc. certifies that to the best of our knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Performance Contracting, Inc. for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By: W. J. H. H. Date: 6/24/2022

State of: mo

County of: Cass

Subscribed and sworn to before
me this 24th day of June, 2022

L BENNETT
Notary Public, Notary Seal
State of Missouri
Cass County
Commission # 05540986
Commission Expires 10-01-2023

Notary Public:

My Commission expires: 10/1/2023

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: \$19,156.75
(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

Page 1 of 1

Project: GRIMES LIBRARY
Customer: THE WEITZ COMPANY

Invoice Number: 01IN-0423170
Draw Number: 1
Billing Period: 06/01/22 thru 06/30/22

Invoice Date: 06/24/22
PCI Project Number: 22-02722
Customer Project/PO:

C1	C2	C3	C4	C5	C6	C7	C8	C9	C10	C11	C12	
Activity ID	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			MATERIALS STORED ON SITE (NOT IN C4 OR C5)	TOTAL COMPLETED & STORED ON SITE TO DATE (C4+C5+C6)	% (C7/C3)	BALANCE TO FINISH (C3-C7)	RETAINAGE	SALES TAX	NET BILLINGS
			From previous application	This period								
				Billed	%							
	Mobilization	9,800.00	0.00	0.00	0.00%	0.00	0.00	0.00%	9,800.00	0.00	0.00	0.00
	Submittals	26,500.00	0.00	5,500.00	20.75%	0.00	5,500.00	20.75%	21,000.00	275.00	0.00	5,225.00
	P&P Bond	14,665.00	0.00	14,665.00	100.00%	0.00	14,665.00	100.00%	0.00	733.25	0.00	13,931.75
	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	0.00	0.00	0.00%	0.00	0.00	0.00%	537,977.00	0.00	0.00	0.00
	Interior Framing	154,420.00	0.00	0.00	0.00%	0.00	0.00	0.00%	154,420.00	0.00	0.00	0.00
	Drywall/Insulation	231,378.00	0.00	0.00	0.00%	0.00	0.00	0.00%	231,378.00	0.00	0.00	0.00
	Taping	69,792.00	0.00	0.00	0.00%	0.00	0.00	0.00%	69,792.00	0.00	0.00	0.00
	Acoustical/Spec Ceil	130,430.00	0.00	0.00	0.00%	0.00	0.00	0.00%	130,430.00	0.00	0.00	0.00
	Wall Coverings/Paint	281,558.00	0.00	0.00	0.00%	0.00	0.00	0.00%	281,558.00	0.00	0.00	0.00
	Project Total	1,466,520.00	0.00	20,165.00	1.38%	0.00	20,165.00	1.38%	1,446,355.00	1,008.25	0.00	19,156.75

G702/ CMA APPLICATION AND CERTIFICATION For Payment

PAGE 1 OF 3 PAGES

To: City of Grimes PROJECT: Grimes Public Library Application No: 3 Distribution to: ☐ OWNER
101 NE Harvey Street Complex Phase 2 Application Date: 6/27/2022 ☐ CONSTRUCTION MGR
Grimes, IA 50111 Period From: 6/1/2022 ☐ ARCHITECT
Period To: 6/30/2022 ☐ CONTRACTOR
Contract Date: ☐ OTHER

From: Van Maanen Electric Inc VIA Architect Invision 2075
500 Iowa Speedway Drive
Newton, IA 50208

APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1 ORIGINAL CONTRACT SUM	\$	977,086.00
2 Net Change by Change Orders	\$	-
3 CONTRACT SUM TO DATE	\$	977,086.00
4 TOTAL COMPLETED AND STORED TO DATE	\$	113,141.68
5 RETAINAGE:		
a. 5% of Completed work	\$	5,606.21
b. 5% of Stored Material	\$	50.88
TOTAL RETAINAGE	\$	5,657.08
6 TOTAL EARNED LESS RETAINAGE	\$	107,484.60
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	105,406.97
8 CURRENT PAYMENT DUE	\$	2,077.63
9 BALANCE TO FINISH, INCLUDING RETAINAGE	\$	863,944.32

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by owner	\$ -	\$ -
Total approval this Month	\$ -	\$ -
TOTALS	\$ -	\$ -
NET CHANGES by Change Order	\$ -	\$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract 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: 6/27/22
Nathan Van Maanen, President
State of: Iowa County of: Jasper
Subscribed and sworn before me this 27th day of June, 2022

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

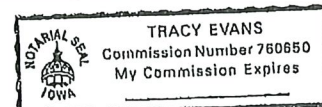
In accordance with the Contract Documents, based on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance 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: 3
APPLICATION DATE: 27-Jun-22
PERIOD FROM: 1-Jun-22
TO: 30-Jun-22
ARCHITECT'S PROJECT NO:

A	B		C	D	E	F	G		H	I
ITEM No.	DESCRIPTION OF WORK		SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% G / C	BALANCE TO FINISH C - G	RETAINAGE
				This Application						
				Previous Applications	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	-	598.84		598.84	5%	11,378.02	29.94
	Basic Electrical Requirements	L	11,412.00	-	570.60		570.60	5%	10,841.40	28.53
	Through Penetration Firestopping	M	852.00	-			-	0%	852.00	-
	Through Penetration Firestopping	L	2,165.00	-			-	0%	2,165.00	-
	Wire and Cable	M	59,358.80	53,720.28			53,720.28	91%	5,638.51	2,688.01
	Wire and Cable	L	31,200.00	-			-	0%	31,200.00	-
	Grounding and Bonding	M	1,351.00	-			-	0%	1,351.00	-
	Grounding and Bonding	L	2,410.00	-			-	0%	2,410.00	-
	Conduit and Boxes	M	58,112.54	47,464.41			47,464.41	85%	8,648.13	2,373.22
	Conduit and Boxes	L	91,400.00	-			-	0%	91,400.00	-
	Electrical Identification	M	560.00	-			-	0%	560.00	-
	Electrical Identification	L	1,250.00	-			-	0%	1,250.00	-
	Power Systems Study	M	2,140.00	-			-	0%	2,140.00	-
	Power Systems Study	L	1,360.00	-			-	0%	1,360.00	-
	Power Monitoring and Control Systems	M	3,140.00	-			-	0%	3,140.00	-
	Power Monitoring and Control Systems	L	3,150.00	-			-	0%	3,150.00	-
	Lighting Control Systems	M	21,400.00	-			-	0%	21,400.00	-
	Lighting Control Systems	L	12,540.00	-			-	0%	12,540.00	-
	Service Entrance	M	18,741.00	-			-	0%	18,741.00	-
	Service Entrance	L	12,540.00	-			-	0%	12,540.00	-
	Dry Type Transformers	M	9,140.00	-			-	0%	9,140.00	-
	Dry Type Transformers	L	9,452.00	-			-	0%	9,452.00	-
	Panelboards	M	21,540.00	-			-	0%	21,540.00	-
	Panelboards	L	14,652.00	-			-	0%	14,652.00	-
	Wiring Devices	M	16,851.00	-			-	0%	16,851.00	-
	Wiring Devices	L	9,140.00	-			-	0%	9,140.00	-
	Fuses	M	1,250.00	-			-	0%	1,250.00	-
	Fuses	L	2,150.00	-			-	0%	2,150.00	-
	Disconnect Switches	M	5,140.00			1,017.54	1,017.54	20%	4,122.46	50.88
	Disconnect Switches	L	3,160.00	-			-	0%	3,160.00	-
	Contractors	M	3,120.00	-			-	0%	3,120.00	-
	Contractors	L	2,890.00	-			-	0%	2,890.00	-
	Surge Protection Services	M	3,412.00	-			-	0%	3,412.00	-
	Surge Protection Services	L	950.00	-			-	0%	950.00	-
	LED Lighting	M	137,400.00	-			-	0%	137,400.00	-
	LED Lighting	L	42,100.00	-			-	0%	42,100.00	-
	Basic Communications Systems Requirements	M	3,140.00	-			-	0%	3,140.00	-
	Basic Communications Systems Requirements	L	2,140.00	-			-	0%	2,140.00	-
	Communications Bonding	M	850.00	-			-	0%	850.00	-
	Communications Bonding	L	780.00	-			-	0%	780.00	-
	Interior Communications pathways	M	8,410.00	-			-	0%	8,410.00	-
	Interior Communications pathways	L	12,140.00	-			-	0%	12,140.00	-
	Exterior Communications pathways	M	6,140.00	-			-	0%	6,140.00	-
	Exterior Communications pathways	L	8,140.00	-			-	0%	8,140.00	-

Identification and Administration	M	850.00					-	0%	850.00	-
Identification and Administration	L	950.00					-	0%	950.00	-
Communication Equipment Rooms	M	4,510.00					-	0%	4,510.00	-
Communication Equipment Rooms	L	8,140.00					-	0%	8,140.00	-
Horizontal Cabling Requirements	M	21,400.00					-	0%	21,400.00	-
Horizontal Cabling Requirements	L	12,410.00					-	0%	12,410.00	-
Testing	M	570.00					-	0%	570.00	-
Testing	L	840.00					-	0%	840.00	-
Structured Cabling Systems Warranty	M	850.00					-	0%	850.00	-
Structured Cabling Systems Warranty	L	814.00					-	0%	814.00	-
Professional Audio/Video System	M	81,400.00					-	0%	81,400.00	-
Professional Audio/Video System	L	21,600.00					-	0%	21,600.00	-
Paging Systems	M	9,841.00					-	0%	9,841.00	-
Paging Systems	L	7,412.00					-	0%	7,412.00	-
Basic Electronic Safety and Security Systems Requirements	M	3,140.00					-	0%	3,140.00	-
Basic Electronic Safety and Security Systems Requirements	L	4,165.00					-	0%	4,165.00	-
Electronic Access Control	M	28,951.00					-	0%	28,951.00	-
Electronic Access Control	L	18,851.00					-	0%	18,851.00	-
Video Surveillance	M	10,848.00					-	0%	10,848.00	-
Video Surveillance	L	3,154.00					-	0%	3,154.00	-
Rescue Assistance Communication	M	7,331.00					-	0%	7,331.00	-
Rescue Assistance Communication	L	4,120.00					-	0%	4,120.00	-
Fire Alarm and Detection Systems	M	18,383.00					-	0%	18,383.00	-
Fire Alarm and Detection Systems	L	29,850.00					-	0%	29,850.00	-
							-	0%	-	-
							-	0%	-	-
		977,086.00	\$110,954.70	\$1,169.44	\$1,017.54	\$113,141.68	11.68%	\$663,944.32	\$5,657.08	

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

6/27/2022

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 LMC Insurance & Risk Management 4200 University Ave., Suite 200 West Des Moines, IA 50266-5945		PHONE (A/C, No, Ext): 515-244-0150	COMPANY Continental Insurance Company 333 South Wabash Chicago, IL 60604	
		License#: 1001000272		
FAX (A/C, No): 515-244-9535	E-MAIL ADDRESS: lindsay.gentry@lmcins.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #:			LOAN NUMBER	POLICY NUMBER 6081088006
INSURED Van Maanen Electric, Inc. 500 Iowa Speedway Dr. Newton, IA 50208			EFFECTIVE DATE 08/01/2021	EXPIRATION DATE 08/01/2022
			☐ CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Scheduled Equipment - Special Cause of Loss	See Remarks	5,000

REMARKS (Including Special Conditions)

RE: Stored Materials for the Grimes Public Library Complex Phase 2 stored at Van Maanen Warehouse Materials being stored valued at \$1,017.54.

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 City of Grimes 101 NE Harvey Street Grimes, IA 50111	☐ ADDITIONAL INSURED	☐ LENDER'S LOSS PAYABLE	☐ LOSS PAYEE
	☐ MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE 			

INVOICE

Page: 1 of 1

Invoice number: 915185820 Invoice Date: 06/09/2022 Customer PO Number: GRIMES PUBLIC LIBRAR KONE Order No: 6673043 Billing Type: YPB Work Progress up to: 06/30/2022	Area Office: KONE Inc., Federal DES MOINES - 340 36 2357423 501 SW 7th Street Suite E DES MOINES IA 50309 Ph: 515-243-0109 Fax: 515-243-9430
Bill To: WEITZ 5901 THORNTON AVE DES MOINES IA 50321-2403 USA	Location/Project: GRIMES PUBLIC LIBRARY 200 NORTHEAST BEAVERBROOKE BLVD GRIMES IA 50111 USA
Payment Terms: Current month + 20 days	

NEB/TRB

Current Contract Price:	\$	144,000.00
Partial billing	\$	36,184.00
Less 10.0% Retention		3,618.40
		32,565.60
Less net Amount previously billed		0.00
Net amount of this Partial Billing	\$	32,565.60
Sales Tax		0.00
Total amount with Sales Tax	\$	32,565.60

Invoices not paid within 30 days are subject to a service charge of 1.5% per month, or the maximum permitted by law

<https://secure.billtrust.com/kone/ig/one-time-payment/inv>

NEW! Pay your Kone Invoices online at

Please return this portion with your payment

PAYMENT ADVICE

We also accept VISA/Mastercard or EFT payments

Payer: WEITZ 5901 THORNTON AVE DES MOINES IA 50321-2403 USA	Invoice number: 915185820 Invoice Date: 06/09/2022 Customer Number: N211941 KONE Order No: 6673043 Area Office No: U340 Billing Type: YPB
Remit to: KONE Chicago P O BOX 734874 Chicago, IL 60673-4874 <i>Use this address for payments only. Direct calls and area correspondence to our area office above.</i>	Amount paid if different than invoice amount: \$ INVOICE AMOUNT: \$ 32,565.60

734874 0915185820 0003256560 5

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO GENERAL CONTRACTOR: PROJECT: GRIMES PUBLIC LIBRARY APPLICATION NO: ONE
WEITZ DES MOINES, IA
5901 THORNTON AVE
DES MOINES, IA 50321-2403
FROM SUBCONTRACTOR: VIA ARCHITECT: PERIOD TO: 6/30/2022
KONE Inc. PROJECT NO: 0
ONE KONE COURT
MOLINE, IL 61265 KONE JOB NUMBER: 6673043
CONTRACT FOR: ELEVATOR KONE CUST ACCT NO: N211941 CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

The undersigned subcontractor certifies that to the best of the Subcontractor'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.

1. ORIGINAL CONTRACT SUM \$ 144,000.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 144,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 36,184.00
5. RETAINAGE:
a. 5.19% of Completed Work \$ 3,618.40
(Column D + E on G703)
b. % of Stored Material \$ 0.00
(Column F on G703)
Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 3,618.40
6. TOTAL EARNED LESS RETAINAGE \$ 32,565.60
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$
8. CURRENT PAYMENT DUE \$34,374.80 \$ 32,565.60
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 111,434.40
(Line 3 less Line 6)

SUBCONTRACTOR: KONE Inc.

By: Patti L. Portner Date: 6/9/2022
PATTI L. PORTNER, ASST TREASURER

State of: ILLINOIS

Subscribed and sworn to before me this 9TH

Notary Public: Patricia A. De Blae

My Commission expires: 12/07/2024

County of: ROCK ISLAND

day of JUNE 2022

OFFICIAL SEAL
PATRICIA A. DE BLAEY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 12-07-2024

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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 . . . \$ 32,565.60

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
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		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-5022

CONTRACT/PROJECT NO:
KONE JOB NUMBER: 6673043
KONE CUSTOMER ACCT NO: N211941

NOTE: ALL ACCOUNTS MUST BE PAID UP TO A MINIMUM OF 90% BEFORE THE ELEVATOR/ESCALATOR WILL BE TURNED OVER FOR CUSTOMER USE.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA Document G702 Page 1

To(OWNER): The Weitz Company LLC
611 5th Avenue
Suite 300
Des Moines, IA 50309
From: Forman Ford
P.O. Box 692
Cedar Rapids, IA 52406

Project: Grimes Public Library
200 NE Beaverbrooke Blvd
Grimes, IA 50111

Via(Architect): InVision Architecture
531 Commercial Street
Suite 900
Waterloo, IA 50701

Application No: 2
Invoice No: T1200-2
Period To: 6/30/2022

Architect's
Project No:

Contract Date: 1/3/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

1. ORIGINAL CONTRACT SUM.....	\$ 847,144.00
2. Net change by Change Orders.....	0.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2).....	\$ 847,144.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 29,450.20
(Column G on G703)	
5. RETAINAGE(Column I on G703).....	\$ 1,472.51
6. TOTAL EARNED LESS RETAINAGE.....	\$ 27,977.69
(Line 4 less Line 5)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$ 17,527.69
(Line 6 from prior Certificate)	
8. SALES TAX.....	\$ 0.00
9. CURRENT PAYMENT DUE.....	\$ 10,450.00
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 819,166.31
(Line 3 less Line 6)	

The undersigned Contractor certifies that to the best of the Contractor's

knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Forman Ford

By: [Signature] Date: 6/23/22State of: IowaCounty of: PolkSubscribed and sworn to before me this 23rd day of June 2022Notary Public:
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.....\$
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

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

CONTINUATION SHEET

AIA Document G703

Page 3

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.

Application Number: 2
Application Date: 6/23/2022
Period To: 6/30/2022
Architect's Project No:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
1	Metal Wall Panels Material	242,268.75	0.00	0.00	0.00	0.00	0	242,268.75	0.00
2	Aluminum Frames Storefront Material	22,099.00	0.00	0.00	0.00	0.00	0	22,099.00	0.00
3	Glazed Curtain Wall Material	124,950.00	18,450.20	0.00	0.00	18,450.20	15	106,499.80	922.51
4	Service/Teller Window Units Material	9,063.75	0.00	0.00	0.00	0.00	0	9,063.75	0.00
5	Glazing Material	50,427.50	0.00	0.00	0.00	0.00	0	50,427.50	0.00
6	Sliding Walls Material	34,216.25	0.00	0.00	0.00	0.00	0	34,216.25	0.00
7	Fabrication	25,950.00	0.00	0.00	0.00	0.00	0	25,950.00	0.00
8	Metal Wall Panels Labor	117,300.00	0.00	0.00	0.00	0.00	0	117,300.00	0.00
9	Aluminum Frames Storefront Labor	13,200.00	0.00	0.00	0.00	0.00	0	13,200.00	0.00
10	Glazed Curtain Wall Labor	119,650.00	0.00	0.00	0.00	0.00	0	119,650.00	0.00
11	Service/Teller Window Units Labor	2,100.00	0.00	0.00	0.00	0.00	0	2,100.00	0.00
12	Glazing Labor	8,175.00	0.00	0.00	0.00	0.00	0	8,175.00	0.00

CONTINUATION SHEET

AIA Document G703

Page 4

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.

Application Number: 2
Application Date: 6/23/2022
Period To: 6/30/2022
Architect's Project No:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
13	Sliding Walls Labor	6,000.00	0.00	0.00	0.00	0.00	0	6,000.00	0.00
14	General Conditions/Equipment	57,962.50	0.00	0.00	0.00	0.00	0	57,962.50	0.00
15	Submittals	3,500.00	0.00	2,500.00	0.00	2,500.00	71	1,000.00	125.00
16	Engineering	10,281.25	0.00	8,500.00	0.00	8,500.00	83	1,781.25	425.00
	Totals	847,144.00	18,450.20	11,000.00	0.00	29,450.20	3	817,693.80	1,472.51

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Trail Ridge Road Water Main
Contractor: Synergy Contracting, LLC.
Address: 108 5th Avenue SW, Altoona, IA 50009
Finance Budget Code: 368-810-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: May 10, 2022 **Vendor #** 4147

Date of Council Meeting: August 9, 2022 7-26-22 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: June 13, 2022 Through: June 30, 2022

Contract Summary

Original Contract Amount:	\$	616,059.00	
Net change by Change Orders:	\$	6,336.00	
Contract Amount to Date: (line 1 ± 2)	\$		622,395.00
Total completed and stored to date:	\$	262,129.41	
Retainage: 5 % of Completed Work:	\$	13,106.47	
Total Earned less Retainage:	\$		249,022.94
Less previous applications for payment:	\$		-
SUBTOTAL			\$ 249,022.94
OTHER CHARGES (Attach an Itemized list)	\$		-
CURRENT PAYMENT DUE	\$		249,022.94
Balance to finish, including retainage:	\$		373,372.06

Contract Time Remaining (If applicable) 58.00 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: Synergy Contracting, LLC.

Signature: [Signature] Firm Name: _____ Date: 7-20-22

Engineer / Consultant Approval: MSA Professional Services, Inc.

Signature: [Signature] Firm Name: _____ Date: July 19, 2022

City of Grimes Staff Approval: [Signature] Date: 7-21-22

City of Grimes Council Approval: _____ 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
2.01	Clearing and Grubbing	LS	1.00		1.00	\$ 7,500.00	\$ 7,500.00		\$ -	1.00	0.00%
3.01	Trench Compaction Testing	LS	1.00		1.00	\$ 3,500.00	\$ 3,500.00		\$ -	1.00	0.00%
6.01	Water Main, Trenched, PVC, 8 Inch	LF	24.00		24.00	\$ 91.00	\$ 2,184.00		\$ -	24.00	0.00%
6.02	Water Main, Trenched, PVC, 8 Inch	LF	804.00		804.00	\$ 98.00	\$ 78,792.00		\$ -	804.00	0.00%
6.03	Water Main, Trenchless, PVC, 8 Inch	LF	1,304.00		1,304.00	\$ 98.00	\$ 127,792.00	1,552.00	\$ 162,098.00	(248.00)	119.02%
5.04	Fitting, Tee, 8 Inch x 8 Inch	EA	5.00		5.00	\$ 2,030.00	\$ 10,150.00		\$ -	5.00	0.00%
5.05	Fitting, Tee, 8 Inch x 6 Inch	EA	5.00		5.00	\$ 1,015.00	\$ 5,075.00		\$ -	5.00	0.00%
5.06	Water Service Stub, Same Side of Street, Copper, 1 Inch	EA	11.00		11.00	\$ 2,800.00	\$ 30,800.00		\$ -	11.00	0.00%
5.07	Water Service Stub, Opposite Side of Street, Copper, 1 Inch	EA	19.00		19.00	\$ 3,955.00	\$ 75,145.00		\$ -	19.00	0.00%
5.08	Valve, 8 Inch	EA	10.00		10.00	\$ 3,115.00	\$ 31,150.00		\$ -	10.00	0.00%
5.09	Fire Hydrant Assembly	EA	5.00		5.00	\$ 9,191.00	\$ 45,955.00		\$ -	5.00	0.00%
5.10	Fire Hydrant Removal	EA	4.00		4.00	\$ 1,605.00	\$ 6,020.00		\$ -	4.00	0.00%
5.11	Valve Box Removal	EA	10.00		10.00	\$ 350.00	\$ 3,500.00		\$ -	10.00	0.00%
6.12	Connection to Existing Water Main	EA	7.00		7.00	\$ 5,110.00	\$ 35,770.00		\$ -	7.00	0.00%
5.13	Flushing Device, Blowoff	EA	2.00		2.00	\$ 2,450.00	\$ 4,900.00		\$ -	2.00	0.00%
5.14	Waterstop	EA	2.00	(2.00)	-	\$ 13,320.00	\$ -		\$ -	-	0.00%
7.01	Removal of Sidewalk, Shared Use Path, or Driveway	SY	469.00		469.00	\$ 21.00	\$ 9,849.00	108.30	\$ 2,274.30	360.70	23.09%
7.02	Removal of Pavement	SY	491.00		491.00	\$ 21.00	\$ 10,311.00	37.56	\$ 788.76	453.44	7.65%
7.03	Sidewalk, PCC, 4 Inch Thickness	SY	404.00		404.00	\$ 78.00	\$ 31,512.00		\$ -	404.00	0.00%
7.04	Driveway, Granular, 6 Inch Thickness	SY	65.00		65.00	\$ 21.00	\$ 1,365.00		\$ -	65.00	0.00%
7.05	Granular Surfacing, 12 Inch Thickness	SY	491.00		491.00	\$ 28.00	\$ 13,748.00		\$ -	491.00	0.00%
8.01	Traffic Control	LS	1.00		1.00	\$ 11,830.00	\$ 11,830.00	0.28	\$ 3,312.40	0.72	28.00%
9.01	Hydraulic Seeding, Seeding, Fertilizing, and Mulching (HFM), Type I with Compost Amended Topsoil	AC	0.45		0.45	\$ 9,380.00	\$ 4,221.00		\$ -	0.45	0.00%
9.02	Hydraulic Mulching, Temporary	AC	0.45		0.45	\$ 4,200.00	\$ 1,890.00		\$ -	0.45	0.00%
9.03	Intake Protection Device, Installation and Removal	EA	4.00		4.00	\$ 280.00	\$ 1,120.00	4.00	\$ 1,120.00	-	100.00%
9.04	Intake Protection Device, Maintenance	EA	4.00		4.00	\$ 35.00	\$ 140.00		\$ -	4.00	0.00%
9.05	Wallie, Installation	LF	930.00		930.00	\$ 2.00	\$ 1,860.00	625.00	\$ 1,250.00	305.00	67.20%
9.06	Wallie, Removal	LF	930.00		930.00	\$ 0.50	\$ 465.00		\$ -	930.00	0.00%
9.07	Stormwater Pollution Prevention Plan (SWPP) Preparation	LS	1.00		1.00	\$ 2,800.00	\$ 2,800.00	1.00	\$ 2,800.00	-	100.00%
9.08	Stormwater Pollution Prevention Plan (SWPP) Management	LS	1.00		1.00	\$ 4,200.00	\$ 4,200.00		\$ -	1.00	0.00%
11.01	Mobilization	LS	1.00		1.00	\$ 19,575.00	\$ 19,575.00	0.50	\$ 9,787.50	0.50	50.00%
11.02	Concrete Washout	LS	1.00		1.00	\$ 2,800.00	\$ 2,800.00		\$ -	1.00	0.00%
11.03	Removal & Salvage Sign To Owner	EA	4.00		4.00	\$ 700.00	\$ 2,800.00		\$ -	4.00	0.00%
11.04	Removal, Salvage & Reinstallation of Mailbox	EA	1.00		1.00	\$ 700.00	\$ 700.00		\$ -	1.00	0.00%
	CHANGE ORDER #1										
CO 1.1	Waterstop	EA		3.00	3.00	\$ 10,992.00	\$ 32,976.00		\$ -	3.00	0.00%
	STORED MATERIALS								\$ -		
	Water Main and Fittings	LS		1.00	1.00	\$ 88,700.45	\$ 88,700.45		\$ 88,700.45	1.00	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 711,095.45

\$ 282,129.41

36.86%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1		
2		
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ -

Record of Change Orders

No.	Date	Amount
1	August 9, 2022	\$ 6,336.00
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25		

TOTAL \$ 6,336.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	May 10, 2022
Original Contract Time:	70.00
Added by Change Order:	2.00
Contract Time to Date:	72.00
Time Used to Date:	14.00
Contract Time Remaining:	58.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Highway 44 at County Line Road Temporary Traffic Signal
Contractor: Van Maanen Electric, Inc.
Address: 500 Iowa Speedway Dr, Newton, IA 50208
Finance Budget Code: 334-210-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: June 22, 2021 **Vendor #** 2161

Date of Council Meeting: August 9, 2022 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: July 1, 2022 Through: August 30, 2022

Contract Summary

Original Contract Amount:	\$	63,422.00
Net change by Change Orders:	\$	-
Contract Amount to Date: (line 1 ± 2)	\$	63,422.00
Total completed and stored to date:	\$	47,822.00
Retainage: 5 % of Completed Work:	\$	2,391.10
Total Earned less Retainage:	\$	45,430.90
Less previous applications for payment:	\$	43,150.90
SUBTOTAL	\$	2,280.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,280.00

Balance to finish, including retainage: \$ 17,991.10

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: Van Maanen Electric, Inc.
Signature: [Signature] Firm Name: [Firm Name] Date: 7/19/22

Engineer/Consultant Approval: Bolton & Menk, Inc.
Signature: [Signature] Firm Name: [Firm Name] Date: 7/19/22

City of Grimes Staff Approval: [Signature]
Signature: [Signature] Date: 8-3-22

City of Grimes Council Approval:
Signature: [Signature] Date: [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	\$34,622.00	\$ 34,622.00	1.00	\$ 34,622.00	-	100.00%
2	Temporary Traffic Signal Rent	MONTH	24.00		24.00	\$ 1,200.00	\$ 28,800.00	11.00	\$ 13,200.00	13.00	45.83%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 63,422.00

\$ 47,822.00

-24.60%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 26, 2021	\$ 36,310.90
2	February 8, 2022	\$ 3,420.00
3	April 12, 2022	\$ 3,420.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 43,150.90

Record of Change Orders

No.	Date	Amount
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TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	June 22, 2021
Original Contract Time:	20.00
Added by Change Order:	
Contract Time to Date:	20.00
Time Used to Date:	20.00
Contract Time Remaining:	-

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: August 9, 2022 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: July 1, 2022 Through: July 28, 2022

Contract Summary

Original Contract Amount:	\$	12,675,000.00	
Net change by Change Orders:	\$	(84,666.25)	
Contract Amount to Date: (line 1 ± 2)	\$	12,590,333.75	
Total completed and stored to date:	\$	3,158,037.40	
Retainage: 5 % of Completed Work:	\$	157,901.87	
Total Earned less Retainage:	\$	3,000,135.53	
Less previous applications for payment:	\$	1,643,181.54	
SUBTOTAL	\$		1,356,953.99

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,356,953.99

Balance to finish, including retainage: \$ 9,590,198.22

Contract Time Remaining (If applicable) 308.00 Working Days

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

Construction Contractor Approval: S.J. Louis Construction, Inc.
 Signature: Firm Name: _____ Date: 8/2/2022

Engineer / Consultant Approval: Veenstra & Kimm, Inc.
 Signature: Firm Name: _____ Date: 8-2-22

City of Grimes Staff Approval: Date: 8-3-22

City of Grimes Council Approval: _____ 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	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	0.00%
3	48" Sanitary in Open Cut	LF	55.00		55.00	\$ 1,200.00	\$ 66,000.00		\$ -	55.00	0.00%
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	0.00%
6	24" DI Sanitary Sewer in Open Cut	LF	20.00		20.00	\$ 1,252.00	\$ 25,040.00		\$ -	20.00	0.00%
7	8" DI Sanitary Sewer in Open Cut	LF	20.00		20.00	\$ 900.00	\$ 18,000.00		\$ -	20.00	0.00%
8	54" Sanitary Tunneled	LF	656.00		656.00	\$ 2,200.00	\$ 1,443,200.00	100.00	\$ 220,000.00	556.00	15.24%
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	1.00	\$ 50,000.00	1.00	50.00%
11	Manhole - 84"	EA	35.00	(31.00)	4.00	\$33,510.00	\$ 134,040.00	1.00	\$ 33,510.00	3.00	25.00%
12	Storm Sewer - 48" RCP	LF	30.00		30.00	\$ 800.00	\$ 24,000.00		\$ -	30.00	0.00%
13	Storm Sewer - 24" RCP	LF	60.00		60.00	\$ 250.00	\$ 15,000.00		\$ -	60.00	0.00%
14	Storm Sewer - 18" RCP	LF	90.00		90.00	\$ 180.00	\$ 16,200.00		\$ -	90.00	0.00%
15	Storm Sewer - 15" RCP	LF	30.00		30.00	\$ 150.00	\$ 4,500.00		\$ -	30.00	0.00%
16	Storm Sewer - 12" RCP	LF	30.00		30.00	\$ 105.00	\$ 3,150.00		\$ -	30.00	0.00%
17	6" Tile with Sock	LF	18,900.00		18,900.00	\$ 19.00	\$ 359,100.00	946.00	\$ 17,974.00	17,954.00	5.01%
18	6" PCC Trail	SY	8,148.00		8,148.00	\$ 65.00	\$ 529,620.00		\$ -	8,148.00	0.00%
19	Granular Surfacing	SY	362.00		362.00	\$ 25.00	\$ 9,050.00		\$ -	362.00	0.00%
20	Steel Sheeting	SF	7,900.00		7,900.00	\$ 35.00	\$ 276,500.00		\$ -	7,900.00	0.00%
21	Rip-Rap	TON	1,350.00		1,350.00	\$ 70.00	\$ 94,500.00		\$ -	1,350.00	0.00%
22	Stabilizing Material	TON	200.00		200.00	\$ 44.85	\$ 8,970.00		\$ -	200.00	0.00%
23	Erosion Control	LS	1.00		1.00	\$100,000.00	\$ 100,000.00	37.5%	\$ 37,500.00	62.5%	37.50%
24	Seeding	ACRE	25.00		25.00	\$ 2,500.00	\$ 62,500.00		\$ -	25.00	0.00%
25	Clearing and Grubbing	LS	1.00		1.00	\$150,000.00	\$ 150,000.00	100.0%	\$ 150,000.00	0.0%	100.00%
26	Traffic Control	LS	1.00		1.00	\$20,000.00	\$ 20,000.00	37.5%	\$ 7,500.00	62.5%	37.50%
27	54" Base FRP Manholes	EA	27.00		27.00	\$40,000.00	\$ 1,080,000.00		\$ -	27.00	0.00%
28	60" Base FRP Manholes	EA	5.00		5.00	\$39,000.00	\$ 195,000.00	4.00	\$ 156,000.00	1.00	80.00%
29	Stored Materials				-		\$ -		\$ -	-	0.00%
30	60" Sanitary Pipe	LF			-	\$ 286.00	\$ -	-	\$ -	-	0.00%
31	36" Sanitary Pipe	LF			-	\$ 133.00	\$ -	-	\$ -	-	0.00%
32	36" Sanitary Pipe Bends	LF			-	\$ 4,095.00	\$ -	-	\$ -	-	0.00%
33	54" Base FRP Manholes 3 miter	EA			-	\$14,426.00	\$ -	3.00	\$ 43,278.00	-	0.00%
34	54" Base FRP Manholes 0 miter	EA			-	\$ 7,889.00	\$ -	1.00	\$ 7,889.00	-	0.00%
35	60" Base FRP Manholes 1 miter	EA			-	\$12,295.00	\$ -	-	\$ -	-	0.00%
36	60" Base FRP Manholes 2 miter	EA			-	\$13,835.00	\$ -	-	\$ -	-	0.00%
37	60" Base FRP Manholes 1 miter with stubs	EA			-	\$22,443.00	\$ -	-	\$ -	-	0.00%
38	54" Sanitary Pipe	LF			-	\$ 238.00	\$ -	1,980.99	\$ 471,475.62	-	0.00%
39	54" Bore Pipe Sanitary	LF			-	\$ 534.00	\$ -	814.55	\$ 434,969.70	-	0.00%
40	54" Base FRP Manholes 1 miter	EA			-	\$11,255.00	\$ -	2.00	\$ 22,510.00	-	0.00%
41	54" Base FRP Manholes 2 miter	EA			-	\$13,117.00	\$ -	4.00	\$ 52,468.00	-	0.00%
42	LFM MH #6	EA			-	\$ 8,061.00	\$ -	-	\$ -	-	0.00%
43	LFM MH #7	EA			-	\$ 8,214.00	\$ -	-	\$ -	-	0.00%
44	LFM MH #8	EA			-	\$ 9,237.00	\$ -	-	\$ -	-	0.00%
45	LFM MH #9	EA			-	\$ 11,712.00	\$ -	1.00	\$ 11,712.00	-	0.00%
46	LFM MH #10	EA			-	\$ 8,517.00	\$ -	1.00	\$ 8,517.00	-	0.00%
47	LFM MH #11	EA			-	\$ 8,368.00	\$ -	1.00	\$ 8,368.00	-	0.00%
48	LFM MH #12	EA			-	\$ 8,368.00	\$ -	1.00	\$ 8,368.00	-	0.00%
49	LFM MH #13	EA			-	\$ 11,265.00	\$ -	1.00	\$ 11,265.00	-	0.00%
50	LFM MH #14	EA			-	\$ 11,419.00	\$ -	1.00	\$ 11,419.00	-	0.00%
51	LFM MH #15	EA			-	\$ 12,732.00	\$ -	1.00	\$ 12,732.00	-	0.00%
52	LFM MH #16	EA			-	\$ 8,517.00	\$ -	1.00	\$ 8,517.00	-	0.00%
53	LFM MH #19	EA			-	\$ 9,237.00	\$ -	1.00	\$ 9,237.00	-	0.00%
54	LFM MH #20	EA			-	\$ 8,668.00	\$ -	1.00	\$ 8,668.00	-	0.00%
55	LFM MH #21	EA			-	\$ 9,401.00	\$ -	1.00	\$ 9,401.00	-	0.00%
56	LFM MH #22	EA			-	\$ 8,517.00	\$ -	1.00	\$ 8,517.00	-	0.00%
57	LFM MH #24	EA			-	\$ 9,574.00	\$ -	1.00	\$ 9,574.00	-	0.00%
58	LFM MH #25	EA			-	\$ 8,517.00	\$ -	1.00	\$ 8,517.00	-	0.00%
59	LFM MH #26	EA			-	\$ 8,668.00	\$ -	1.00	\$ 8,668.00	-	0.00%
60	LFM MH #27	EA			-	\$ 9,401.00	\$ -	1.00	\$ 9,401.00	-	0.00%
61	LFM MH #28	EA			-	\$ 9,959.00	\$ -	1.00	\$ 9,959.00	-	0.00%
62	LFM MH #30	EA			-	\$10,968.00	\$ -	1.00	\$ 10,968.00	-	0.00%
63	LFM MH #31	EA			-	\$ 8,571.00	\$ -	1.00	\$ 8,571.00	-	0.00%
64	2" PVC Grout Bushing	EA			-	\$ 200.00	\$ -	82.00	\$ 16,400.00	-	0.00%
65	6" Draintile	LF			-	\$ 2.40	\$ -	17,054.00	\$ 40,929.60	-	0.00%
66	8" Hymax Couplings	EA			-	\$ 326.72	\$ -	4.00	\$ 1,306.88	-	0.00%
67	8" Ductile iron pipe	LF			-	\$ 66.23	\$ -	20.00	\$ 1,324.60	-	0.00%
68	24" A-2000 Sanitary pipe	LF			-	\$ 93.05	\$ -	20.00	\$ 1,861.00	-	0.00%
69	24" Hymax Coupler	EA			-	\$ 2,771.50	\$ -	4.00	\$ 11,086.00	-	0.00%
70					-		\$ -		\$ -	-	0.00%
71					-		\$ -		\$ -	-	0.00%
72					-		\$ -		\$ -	-	0.00%
73					-		\$ -		\$ -	-	0.00%
74					-		\$ -		\$ -	-	0.00%
75					-		\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 12,590,333.75

\$ 3,158,037.40

25.08%

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
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 1,643,181.54

Record of Change Orders

No.	Date	Amount
1	March 22, 2022	\$ (84,666.25)
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TOTAL \$ (84,666.25)

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:	226.00
Contract Time Remaining:	308.00

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: August 9, 2022 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: July 1, 2022 Through: July 31, 2022

Contract Summary

Original Contract Amount:	\$	8,068,100.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	8,068,100.00	
Total completed and stored to date:	\$	2,391,162.40	
Retainage: 5 % of Completed Work:	\$	119,558.12	
Total Earned less Retainage:	\$	2,271,604.28	
Less previous applications for payment:	\$	1,515,498.14	
SUBTOTAL	\$		756,106.14

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 756,106.14

Balance to finish, including retainage: \$ 5,796,495.72

Contract Time Remaining (If applicable) 396.00 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.


Signature

Firm Name

John Schneider

8/2/2022

Date

Engineer / Consultant Approval:

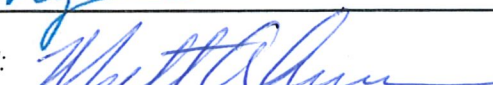
Veenstra & Kimm, Inc.


Signature

Firm Name

8-2-22
Date

City of Grimes Staff Approval:


Signature

8-3-22
Date

City of Grimes Council Approval:

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	40%	\$ 114,000.00	60%	40.00%
2	Site Demolition	LS	1.00		1.00	\$115,000.00	\$ 115,000.00	80%	\$ 92,000.00	20%	80.00%
3	Earth Retention	LS	1.00		1.00	\$ 1,921,503.00	\$ 1,921,503.00	90%	\$ 1,729,352.70	10%	90.00%
4	Earthwork	LS	1.00		1.00	\$546,000.00	\$ 546,000.00	25%	\$ 136,500.00	75%	25.00%
5	Site Utilities	LS	1.00		1.00	\$ 1,104,000.00	\$ 1,104,000.00	20%	\$ 220,800.00	80%	20.00%
6	Site Concrete	LS	1.00		1.00	\$35,000.00	\$ 35,000.00		\$ -	100%	0.00%
7	Cast In Place Concrete	LS	1.00		1.00	\$ 1,388,210.00	\$ 1,388,210.00		\$ -	100%	0.00%
8	Precast Materials	LS	1.00		1.00	\$207,500.00	\$ 207,500.00		\$ -	100%	0.00%
9	Precast Erection	LS	1.00		1.00	\$36,400.00	\$ 36,400.00		\$ -	100%	0.00%
10	Wood Blocking	LS	1.00		1.00	\$ 3,000.00	\$ 3,000.00		\$ -	100%	0.00%
11	Roofing	LS	1.00		1.00	\$40,200.00	\$ 40,200.00		\$ -	100%	0.00%
12	Hatches	LS	1.00		1.00	\$24,500.00	\$ 24,500.00		\$ -	100%	0.00%
13	Aluminum Doors and Windows	LS	1.00		1.00	\$18,250.00	\$ 18,250.00		\$ -	100%	0.00%
14	Coiling Door	LS	1.00		1.00	\$23,500.00	\$ 23,500.00		\$ -	100%	0.00%
15	Painting	LS	1.00		1.00	\$25,000.00	\$ 25,000.00		\$ -	100%	0.00%
16	Specialties	LS	1.00		1.00	\$ 1,800.00	\$ 1,800.00		\$ -	100%	0.00%
17	Bar Screens	LS	1.00		1.00	\$309,220.00	\$ 309,220.00		\$ -	100%	0.00%
18	Submersible Pumps	LS	1.00		1.00	\$333,000.00	\$ 333,000.00		\$ -	100%	0.00%
19	Slide Gates	LS	1.00		1.00	\$39,460.00	\$ 39,460.00		\$ -	100%	0.00%
20	Inside Process Piping	LS	1.00		1.00	\$227,000.00	\$ 227,000.00		\$ -	100%	0.00%
21	Jib Crane	LS	1.00		1.00	\$58,000.00	\$ 58,000.00		\$ -	100%	0.00%
22	Plumbing	LS	1.00		1.00	\$12,000.00	\$ 12,000.00		\$ -	100%	0.00%
23	HVAC	LS	1.00		1.00	\$329,460.00	\$ 329,460.00		\$ -	100%	0.00%
24	Electrical	LS	1.00		1.00	\$985,097.00	\$ 985,097.00	10%	\$ 98,509.70	90%	10.00%
25					-		\$ -		\$ -	-	0.00%
26					-		\$ -		\$ -	-	0.00%
27					-		\$ -		\$ -	-	0.00%
28					-		\$ -		\$ -	-	0.00%
29					-		\$ -		\$ -	-	0.00%
30					-		\$ -		\$ -	-	0.00%
31					-		\$ -		\$ -	-	0.00%
32					-		\$ -		\$ -	-	0.00%
33					-		\$ -		\$ -	-	0.00%
34					-		\$ -		\$ -	-	0.00%
35					-		\$ -		\$ -	-	0.00%
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74					-		\$ -		\$ -	-	0.00%
75					-		\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 8,068,100.00

\$ 2,391,162.40

29.64%

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
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 1,515,498.14

Record of Change Orders

No.	Date	Amount
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TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	January 25, 2022
Original Contract Time:	552.00
Added by Change Order:	
Contract Time to Date:	552.00
Time Used to Date:	156.00
Contract Time Remaining:	<u>396.00</u>

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Northwest Territory Lift Station and Force Main
Contractor: On Track Construction, LLC.
Address: 1316 6th Street, Suite 109, Nevada, Iowa 50201
Finance Budget Code: 329-815-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: January 26, 2021 **Vendor #** 3940

Date of Council Meeting: August 9, 2022 **PAYMENT REQUEST #** 11
PAYMENT PERIOD: From: April 30, 2022 Through: July 29, 2022

Contract Summary

Original Contract Amount:	\$	1,652,201.00	
Net change by Change Orders:	\$	41,697.65	
Contract Amount to Date: (line 1 ± 2)	\$	1,693,898.65	
Total completed and stored to date:	\$	1,684,253.18	
Retainage: 5 % of Completed Work:	\$	84,212.66	
Total Earned less Retainage:	\$	1,600,040.52	
Less previous applications for payment:	\$	1,590,906.41	
SUBTOTAL			\$ 9,134.11

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 9,134.11

Balance to finish, including retainage: \$ 93,858.13

Contract Time Remaining (If applicable) - CALENDAR DAYS

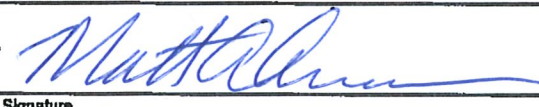
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous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

Construction Contractor Approval: On Track Construction, LLC.

Signature:  Firm Name: On Track Construction, LLC. Date: 7/31/2022

Engineer / Consultant Approval: Veenstra & Kimm, Inc.

Signature:  Firm Name: Veenstra & Kimm, Inc. Date: 8/1/2022

City of Grimes Staff Approval: 

Signature: Date: 8-3-22

City of Grimes Council Approval:

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	Lift Station		1.00				\$-		\$	-	0.00%
1.1	Clearing & Grubbing	LS	1.00		1.00	\$28,900.00	\$ 28,900.00	1.00	\$ 28,900.00	-	100.00%
1.2	Wet Well Structure Installation	LS	1.00		1.00	\$320,000.00	\$ 320,000.00	1.00	\$ 320,000.00	-	100.00%
1.3	Wet Well Pumps & Piping	LS	1.00		1.00	\$200,000.00	\$ 200,000.00	1.00	\$ 200,000.00	-	100.00%
1.4	Valve Vault Structure Installation	LS	1.00		1.00	\$75,000.00	\$ 75,000.00	1.00	\$ 75,000.00	-	100.00%
1.5	Valve Vault Valves & Piping	LS	1.00		1.00	\$50,000.00	\$ 50,000.00	1.00	\$ 50,000.00	-	100.00%
1.6	Meter Manhole Structure Installation	LS	1.00		1.00	\$18,000.00	\$ 18,000.00	1.00	\$ 18,000.00	-	100.00%
1.7	Meter Manhole Meter & Piping	LS	1.00		1.00	\$23,766.00	\$ 23,766.00	1.00	\$ 23,766.00	-	100.00%
1.8	Lift Station Yard Piping	LS	1.00		1.00	\$42,815.00	\$ 42,815.00	1.00	\$ 42,815.00	-	100.00%
1.9	Site Concrete Pads	LS	1.00		1.00	\$30,000.00	\$ 30,000.00	1.00	\$ 30,000.00	-	100.00%
1.11	Site Electrical	LS	1.00		1.00	\$240,000.00	\$ 240,000.00	1.00	\$ 240,000.00	-	100.00%
2	Control Building	LS	1.00		1.00	\$54,440.00	\$ 54,440.00	1.00	\$ 54,440.00	-	100.00%
3	10" Force Main Open Cut	LF	2,850.00		2,850.00	\$ 31.00	\$ 88,350.00	2,832.99	\$ 87,822.69	17.01	99.40%
4	10" Force Main Directional Drill Bored In Place	LF	480.00		480.00	\$ 142.00	\$ 68,160.00	480.00	\$ 68,160.00	-	100.00%
5	8" Sanitary Sewer Open Cut	LF	3,914.00		3,914.00	\$ 42.00	\$ 164,388.00	3,856.50	\$ 161,973.00	57.50	98.53%
6	18" Sanitary Sewer Open Cut	LF	40.00		40.00	\$ 227.00	\$ 9,080.00	36.00	\$ 8,172.00	4.00	90.00%
7	Drop Connection 8"	EA	1.00		1.00	\$ 8,770.00	\$ 8,770.00	1.00	\$ 8,770.00	-	100.00%
8	Manhole Type SW-301 48"	EA	16.00		16.00	\$ 5,363.00	\$ 85,808.00	16.00	\$ 85,808.00	-	100.00%
9	Air Release Valve & Pit	EA	1.00		1.00	\$ 5,950.00	\$ 5,950.00	1.00	\$ 5,950.00	-	100.00%
10	Inside Drop Connection	EA	1.00		1.00	\$ 6,488.00	\$ 6,488.00	1.00	\$ 6,488.00	-	100.00%
11	Video Inspection - Gravity Sewer	LF	3,954.00		3,954.00	\$ 2.00	\$ 7,908.00	3,892.50	\$ 7,785.00	61.50	98.44%
12	17" PCC Pavement	SY	40.00		40.00		\$ -		\$ -	40.00	0.00%
13	12" Thick Class A Roadstone - Lift Station	SY	360.00		360.00	\$ 23.70	\$ 8,532.00	360.00	\$ 8,532.00	-	100.00%
14	6" Thick Class A Roadstone Access Drive	SY	3,500.00		3,500.00	\$ 9.60	\$ 33,600.00	3,500.00	\$ 33,600.00	-	100.00%
15	Chain Link Fence 6' High	LF	281.00		281.00	\$ 35.00	\$ 9,835.00	281.00	\$ 9,835.00	-	100.00%
16	Chain Link Fence Gate	EA	1.00		1.00	\$ 1,555.00	\$ 1,555.00	1.00	\$ 1,555.00	-	100.00%
17	2" Water Service	LF	2,750.00		2,750.00	\$ 12.60	\$ 34,650.00	2,750.00	\$ 34,650.00	-	100.00%
18	2" Water Corporation	EA	1.00		1.00	\$ 1,113.00	\$ 1,113.00	1.00	\$ 1,113.00	-	100.00%
19	2" Water Shut Off Valve & Box	EA	1.00		1.00	\$ 1,250.00	\$ 1,250.00	1.00	\$ 1,250.00	-	100.00%
20	Freezeless Yard Hydrant	EA	1.00		1.00	\$ 1,060.00	\$ 1,060.00	1.00	\$ 1,060.00	-	100.00%
21	Erosion Control	LS	1.00		1.00	\$12,625.00	\$ 12,625.00	1.00	\$ 12,625.00	-	100.00%
22	Traffic Control	LS	1.00		1.00	\$ 750.00	\$ 750.00	1.00	\$ 750.00	-	100.00%
23	Construction Staking	LS	1.00		1.00	\$ 8,500.00	\$ 8,500.00	1.00	\$ 8,500.00	-	100.00%
24	Seeding - SUDAS Type 2	AC	9.00		9.00	\$ 1,212.00	\$ 10,908.00	4.32	\$ 5,235.84	4.68	48.00%
35	Stored Materials				-		\$ -		\$ -	-	0.00%
36	Core & Main #N809710 - Sewer Piping	LS	1.00		1.00	\$17,133.71	\$ 17,133.71		\$ -	-	0.00%
37	Core & Main #N841150 - Fittings, Truss Pipe	LS	1.00		1.00	\$13,466.44	\$ 13,466.44		\$ -	1.00	0.00%
38	Core & Main #N881965 - 8" Truss Cap	LS	1.00		1.00	\$ 30.00	\$ 30.00		\$ -	1.00	0.00%
39	American Concrete #14INV0004728 - MH's 7 - 10	LS	1.00		1.00	\$11,920.00	\$ 11,920.00	-	\$ -	1.00	0.00%
40	American Concrete #14INV0004727 - MH 2,3,4,	LS	1.00		1.00	\$ 9,015.00	\$ 9,015.00	-	\$ -	1.00	0.00%
41	Electric Pump #0892005-IN	LS	1.00		1.00	\$179,970.00	\$ 179,970.00	-	\$ -	1.00	0.00%
42					-		\$ -		\$ -	-	0.00%
43					-		\$ -		\$ -	-	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

[illegible]

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 1,925,433.80

\$ 1,684,253.18

-12.53%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 13, 2021	\$ 142,247.21
2	May 11, 2021	\$ 186,829.37
3	June 8, 2021	\$ 252,235.17
4	August 10, 2021	\$ 64,421.64
5	September 14, 2021	\$ 373,578.90
6	October 12, 2021	\$ 225,236.88
7	November 9, 2021	\$ 245,298.70
8	December 14, 2021	\$ 55,647.92
9	January 11, 2022	\$ 29,011.24
10	May 10, 2022	\$ 16,399.38
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Previous Applications for Payment

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TOTAL \$ 1,590,806.41

Record of Change Orders

No.	Date	Amount
1	November 9, 2021	\$ 25,333.08
2	January 11, 2022	\$ 6,749.71
3	10 th May 2, 2022	\$ 8,684.26
4	June 27, 2022	\$ 930.60
5	August 9	
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TOTAL \$ 41,697.65

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	January 26, 2021
Original Contract Time:	267.00
Added by Change Order:	
Contract Time to Date:	267.00
Time Used to Date:	247.00
Contract Time Remaining:	-

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2022 Asphalt Overlay Project
Contractor: InRoads
Address: 4224 Hubbell Avenue, Des Moines, IA 50317
Finance Budget Code: 110-210-6761 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: April 12, 2022 **Vendor #** 4303

Date of Council Meeting: August 9, 2022 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: June 2, 2022 Through: July 29, 2022

Contract Summary

Original Contract Amount:	\$	318,959.00	
Net change by Change Orders:	\$	(1,531.51)	
Contract Amount to Date: (line 1 ± 2)	\$	317,427.49	
Total completed and stored to date:	\$	317,427.49	
Retainage: 5 % of Completed Work:	\$	15,871.37	
Total Earned less Retainage:	\$	301,556.11	
Less previous applications for payment:	\$	269,098.41	
SUBTOTAL	\$		32,457.70

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 32,457.70

Balance to finish, including retainage: \$ 15,871.37

Contract Time Remaining (If applicable) N / A #

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: InRoads
 Signature: Date: 7-27-22

Engineer / Consultant Approval: Justin Ernst, P.E. Bolton & Menk
 Signature: Date: 8-1-2022

City of Grimes Staff Approval: Date: 8-3-22

City of Grimes Council Approval: 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	TOPSOIL, OFF-SITE	CY	28.00	24.30	52.30	\$ 115.00	\$ 6,014.50	52.30	\$ 6,014.50	-	100.00%
2	EXCAVATION, CLASS 10	CY	353.00	(168.65)	184.35	\$ 39.00	\$ 7,189.65	184.35	\$ 7,189.65	-	100.00%
3	SUBBASE, MODIFIED, 6 IN	SY	1,282.00	(951.50)	330.50	\$ 15.00	\$ 4,957.50	330.50	\$ 4,957.50	-	100.00%
4	INTAKE, SW-513	EA	1.00	-	1.00	\$10,350.00	\$ 10,350.00	1.00	\$ 10,350.00	-	100.00%
5	MANHOLE ADJUSTMENT, MINOR	EA	5.00	(4.00)	1.00	\$ 2,450.00	\$ 2,450.00	1.00	\$ 2,450.00	-	100.00%
6	REMOVE INTAKE	EA	1.00	-	1.00	\$ 3,660.00	\$ 3,660.00	1.00	\$ 3,660.00	-	100.00%
7	PAVEMENT, PCC, 7 IN.	SY	52.00	5.30	57.30	\$ 110.00	\$ 6,303.00	57.30	\$ 6,303.00	-	100.00%
8	CURB AND GUTTER, 30 IN, HEIGHT VARIES	LF	119.40	77.90	197.30	\$ 42.00	\$ 8,286.60	197.30	\$ 8,286.60	-	100.00%
9	PAVEMENT, HMA	TON	1,511.00	255.16	1,766.16	\$ 94.00	\$ 166,019.04	1,766.16	\$ 166,019.04	-	100.00%
10	SIDEWALK, PCC, 6 IN.	SY	6.40	5.80	12.20	\$ 125.00	\$ 1,525.00	12.20	\$ 1,525.00	-	100.00%
11	FULL DEPTH PATCHES, HMA	TON	241.00	(130.95)	110.05	\$ 155.00	\$ 17,057.75	110.05	\$ 17,057.75	-	100.00%
12	MILLING	SY	7,308.00	(158.11)	7,149.89	\$ 4.10	\$ 29,314.55	7,149.89	\$ 29,314.55	-	100.00%
13	PAVEMENT REMOVAL	SY	201.70	28.50	230.20	\$ 22.00	\$ 5,064.40	230.20	\$ 5,064.40	-	100.00%
14	TEMPORARY TRAFFIC CONTROL	LS	1.00	-	1.00	\$12,300.00	\$ 12,300.00	1.00	\$ 12,300.00	-	100.00%
15	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND STRAW MAT	SF	1,058.00	1,054.00	2,112.00	\$ 2.50	\$ 5,280.00	2,112.00	\$ 5,280.00	-	100.00%
16	CONSTRUCTION SURVEY	LS	1.00	-	1.00	\$ 5,500.00	\$ 5,500.00	1.00	\$ 5,500.00	-	100.00%
17	MOBILIZATION	LS	1.00	-	1.00	\$11,550.00	\$ 11,550.00	1.00	\$ 11,550.00	-	100.00%
18	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00	-	1.00	\$ 813.00	\$ 813.00	1.00	\$ 813.00	-	100.00%
C02.1	MANHOLE ADJUSTMENT, MINOR SPECIAL CASTING	EA	-	5.00	5.00	\$ 2,758.50	\$ 13,792.50	5.00	\$ 13,792.50	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 317,427.49 \$ 317,427.49 100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 2, 2022	\$ 269,098.41
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 269,098.41

Record of Change Orders

No.	Date	Amount
1	June 14, 2022	\$ 25,373.90
2	August 9, 2022	\$ (26,905.41)
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TOTAL \$ (1,531.51)

Contract Time Remaining

Contract Period:
 Original Contract Date: April 12, 2022
 Original Contract Time: N / A
 Added by Change Order:
 Contract Time to Date:
 Time Used to Date:
 Contract Time Remaining:

CHANGE ORDER FORM



Project Title: SE Trail Ridge Road Water Main
Contractor: Synergy Contracting, LLC.
Address: 108 5th Avenue SW, Altoona, IA 50009
Finance Budget Code: 368-810-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: May 10, 2022 **Vendor #** 4147

Change Order Number: 1

Change Order Date: August 9, 2022

Purpose of Change Order:

Change Order 1 Replaces the insertion valves (waterstops) on the project with linestops. Change Order #1 also increases the Working Days by a total of 2 additional days.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
CO 1.1	Linestop	EA	3.00	\$ 10,992.00	\$ 32,976.00
5.14	Waterstop	EA	(2.00)	\$ 13,320.00	\$ (26,640.00)
					\$ -
					\$ -
					\$ -
					\$ -
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					\$ -
					\$ -

Change Order Number: 1 makes the following adjustments to the contract: **\$ 6,336.00**

Contractor Accepted: Synergy Contracting, LLC.

Signature: [Signature] Firm Name: Synergy Contracting, LLC.
 Date: 7-20-22

Engineer Approved: MSA Professional Services, Inc.

Signature: [Signature] Firm Name: MSA Professional Services, Inc.
 Date: 7/19/2022

Owner Accepted: City of Grimes MSA 8-3-22

Signature: _____ Title: _____
 Date: _____

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 616,059.00
1	August 9, 2022	\$ 6,336.00
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Revised Contract Amount **\$ 622,395.00**

CHANGE ORDER FORM



Project Title: Northwest Territory Lift Station and Force Main
Contractor: On Track Construction, LLC.
Address: 1316 6th Street, Suite 109, Nevada, Iowa 50201
Finance Budget Code: 329-815-6499 **Finance Project #** 0
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: January 26, 2021 **Vendor #** 3940

Change Order Number: 4

Change Order Date: August 9, 2022

Purpose of Change Order:

Item #1: Provide straw mulch temporary stabilization to eroded and graded areas outside of seeding windows.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Temporary Straw Mulch	AC	0.94	\$ 990.00	\$ 930.60
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
10					\$ -
					\$ -

Change Order Number: 4 makes the following adjustments to the contract:

\$ 930.60

Contractor Accepted: On Track Construction, LLC.

Signature

Firm Name
 Date 7/31/2022

Engineer Approved: Veenstra & Kimm, Inc.

Signature

Firm Name
 Date 8/1/2022

Owner Accepted: City of Grimes WSA 8-3-22

Signature

Title

Date

Attest for Owner:

Signature

Title

Date

Record of Change Orders

#	Date	Amount
	Original Contract Amount	\$ 1,652,201.00
1	November 9, 2021	\$ 25,333.08
2	January 11, 2022	\$ 6,749.71
3	10 May 8, 2022	\$ 8,684.26
4	June 27, 2022	\$ 930.60
5	August 9, 2022	
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Revised Contract Amount \$ 1,693,898.65

CHANGE ORDER FORM



Project Title: 2022 Asphalt Overlay Project
Contractor: InRoads
Address: 4224 Hubbell Avenue, Des Moines, IA 50317
Finance Budget Code: 110-210-6761 **Finance Project #** 0
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: April 12, 2022 **Vendor #** 4303

Change Order Number: 2

Change Order Date: August 9, 2022

Purpose of Change Order:

Additional Cost of Special Manhole Castings used on 5 Manholes.
Reconciliation of Contract Quantities

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
CO2.1	MANHOLE ADJUSTMENT, MINOR SPECIAL CASTING	EA	5.00	\$ 2,758.50	\$ 13,792.50
1	TOPSOIL, OFF-SITE	CY	20.23	\$ 115.00	\$ 2,326.45
2	EXCAVATION, CLASS 10	CY	(216.33)	\$ 39.00	\$ (8,436.87)
3	SUBBASE, MODIFIED, 6 IN	SY	(1,292.73)	\$ 15.00	\$ (19,390.95)
5	MANHOLE ADJUSTMENT, MINOR	EA	(5.00)	\$ 2,450.00	\$ (12,250.00)
7	PAVEMENT, PCC, 7 IN	SY	2.52	\$ 110.00	\$ 277.20
8	CURB AND GUTTER, 30 IN, HEIGHT VARIES	LF	(32.10)	\$ 42.00	\$ (1,348.20)
9	PAVEMENT, HMA	TON	204.77	\$ 94.00	\$ 19,248.38
10	SIDEWALK, PCC, 6 IN	SY	5.80	\$ 125.00	\$ 725.00
11	FULL DEPTH PATCH, HMA	TON	(154.12)	\$ 155.00	\$ (23,888.60)
13	PAVEMENT REMOVAL	SY	(2.06)	\$ 22.00	\$ (45.32)
15	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, STRAW MATT	SF	834.00	\$ 2.50	\$ 2,085.00
					\$ -

Change Order Number: 2 makes the following adjustments to the contract: **\$ (26,905.41)**

Contractor Accepted: InRoads
 Signature: [Signature] Date: 7/27/22

Engineer Approved: Justin Ernst, P.E. Bolton & Menk
 Signature: [Signature] Date: 8-1-2022

Owner Accepted: City of Grimes MSA 8-3-22
 Signature: _____ Title: _____
 Date: _____

Attest for Owner:
 Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
	Original Contract Amount	\$ 318,959.00
1	June 14, 2022	\$ 25,373.90
2	August 9, 2022	\$ (26,905.41)
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Revised Contract Amount \$ 317,427.49

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 #** 0
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: June 28, 2022 **Vendor #** 1334

Change Order Number: 1

Change Order Date: August 9, 2022

Purpose of Change Order:

Trenchless watermain construction beneath James Street to keep two lanes of traffic open; removal of wainscotting on the bottom of the shelter; and removal of 3 additional trees.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
17	WATER MAIN, TRENCHED, C900 PVC, 8 INCH	LF	(70.00)	\$ 74.90	\$ (5,243.00)
101	WATER MAIN, TRENCHLESS, C900 PVC, 8 INCH	LF	70.00	\$ 245.56	\$ 17,189.20
102	SIDING WAINSCOT	LS	(1.00)	\$ 2,400.00	\$ (2,400.00)
103	ADDITIONAL TREE REMOVAL (1ST REQUEST)	LS	1.00	\$ 3,206.00	\$ 3,206.00
104	ADDITIONAL TREE REMOVAL (2ND REQUEST)	LS	1.00	\$ 3,740.00	\$ 3,740.00
105	ADDITIONAL MOBILIZATION CO1	LS	1.00	\$ 500.00	\$ 500.00

Change Order Number: 1 **makes the following adjustments to the contract:** \$ 16,992.20

Contractor Accepted: Edge Commercial, LLC.
 Signature: [Signature] Date: 07/29/2022

Engineer Approved: ISG Inc.
 Signature: [Signature] Date: July 28, 2022

Owner Accepted: City of Grimes MSA 8-3-22

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
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Revised Contract Amount \$ 3,748,757.59



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PROJECT	
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CITY OF GRIMES
WATERWORKS
PARK
IMPROVEMENTS

GRIMES
IOWA[illegible]

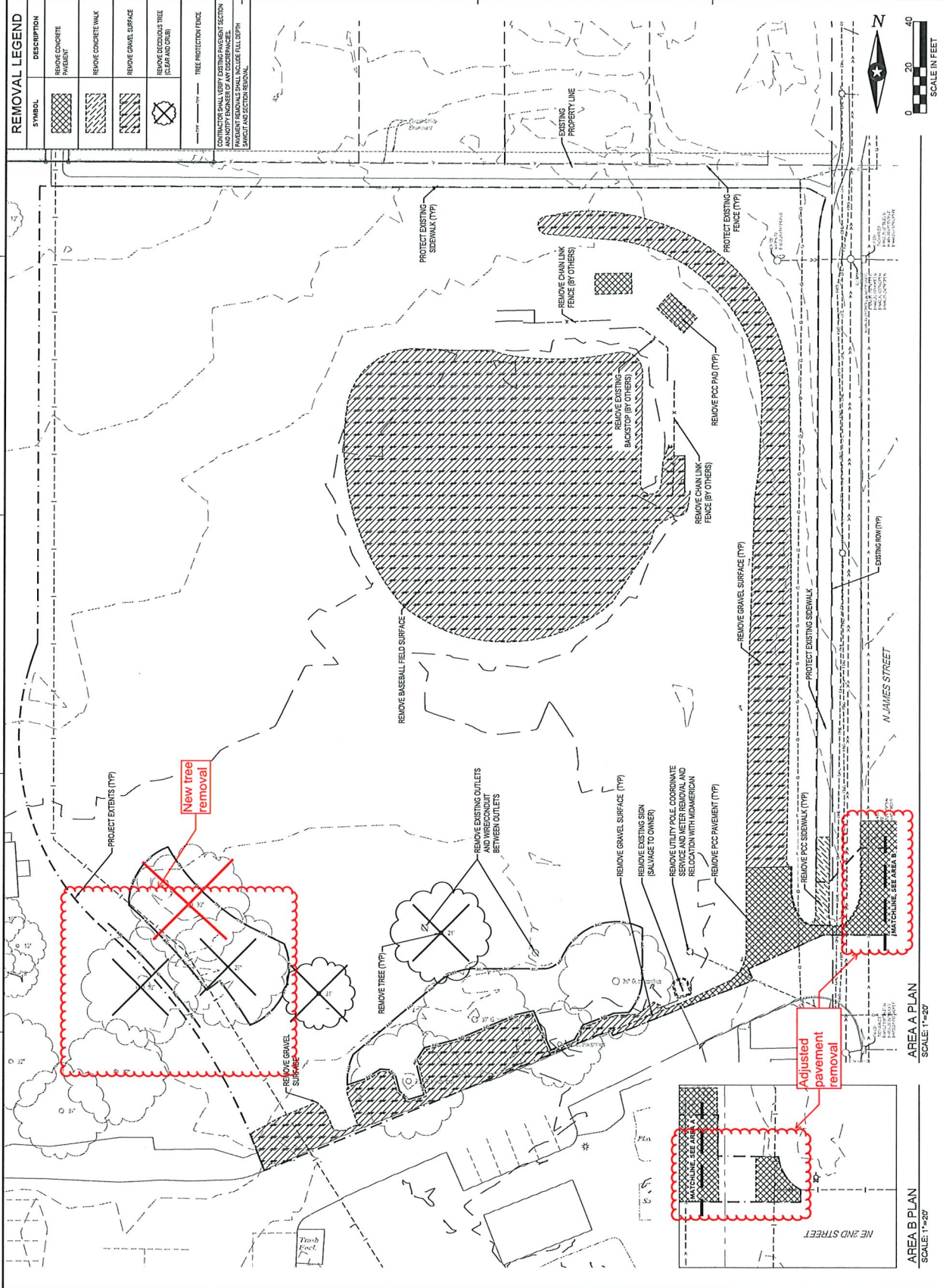
PROJECT NO.	21-25768
FILE NAME	25768 C2 - EXISTING SITE PLAN
DRAWN BY	HA/PCN
DESIGNED BY	JOHNS/G/PCN
REVIEWED BY	JOHNS/O
ORIGINAL ISSUE DATE	03/16/2022
CURRENT PROJECT NO. -	

EXISTING SITE AND REMOVALS PLAN

SHEET

C2-10

REMOVAL LEGEND	SYMBOL	DESCRIPTION
		REMOVE CONCRETE PAVEMENT
		REMOVE CONCRETE WALK
		REMOVE GRAVEL SURFACE
		REMOVE CIRCULAR TREE (CLEAR AND CHUR)
	— TREE —	TREE PROTECTION FENCE



LOT DATE 7/5/2022 4:19 PM



CITY OF
GRIMES

NOTE:
THE UTILITY OF THESE PLANS DEPENDS UPON COLOR CORREL. IF THIS TEXT DOES NOT APPEAR IN COLOR, THIS IS NOT AN ORIGINAL PLAN SET AND MAY RESULT IN MISINTERPRETATION.

THIS DOCUMENT IS THE PROPERTY OF I & S GROUP, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED OR COPIED WITHOUT PRIOR WRITTEN CONSENT.

PROJECT

**CITY OF GRIMES
WATERWORKS
PARK
IMPROVEMENTS**

GRIMES IOWA

DATE	REVISION	SCHEDULE	DESCRIPTION	BY

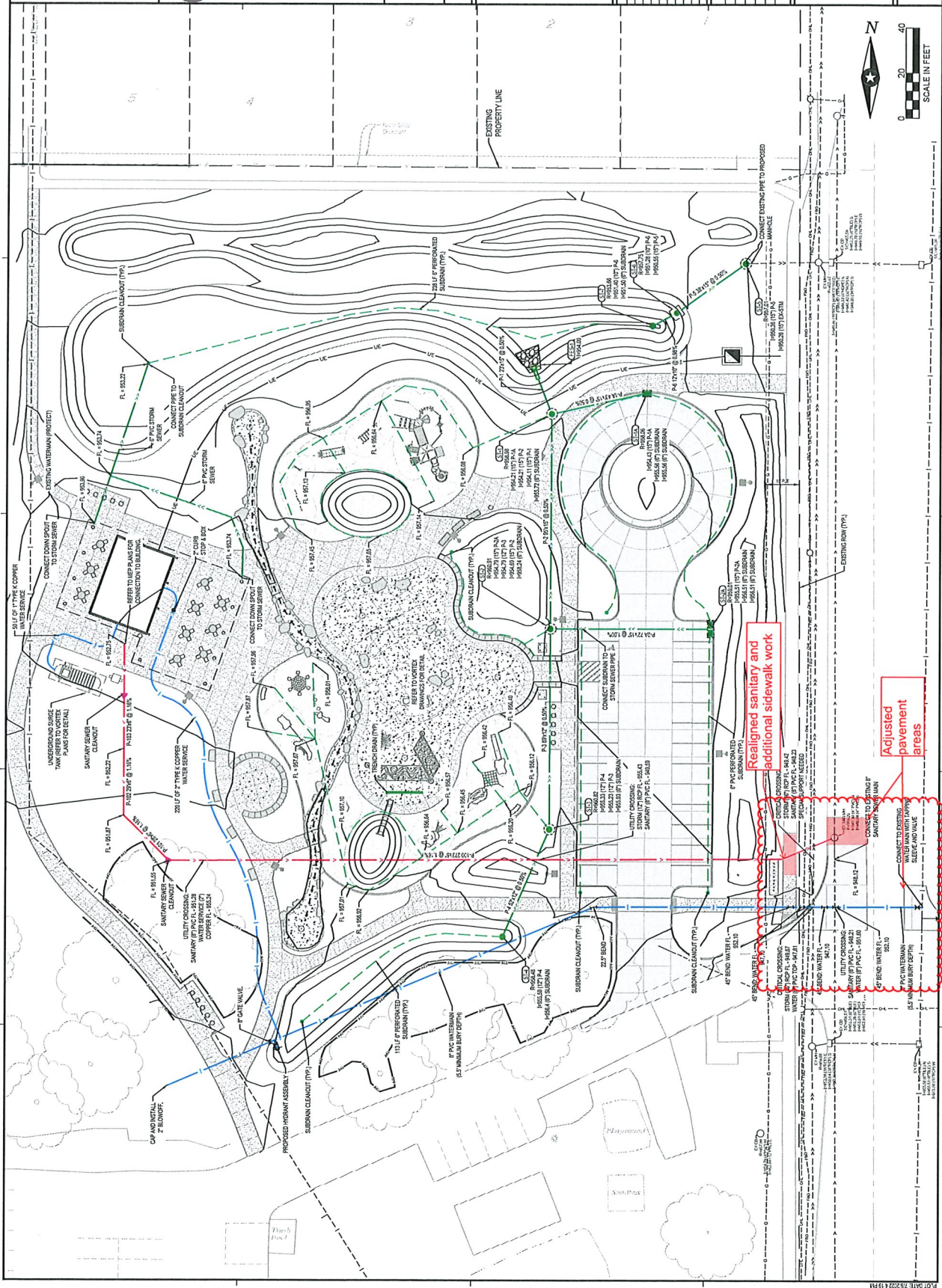
PROJECT NO.	21-2578B
FILE NAME	2578B CD - SITE PLAN
DRAWN BY	MAEPCH
DESIGNED BY	JOHNSON
REVIEWED BY	JOHNSON
DATE	04/20/2021
CUSTOMER	CITY OF GRIMES
PROJECT NO.	

TITLE

UTILITY PLAN

SHEET

C3-30





NOTE: THE CLARITY OF THESE PLANS DEPEND UPON COLOR COPIES. IF THIS TEXT DOES NOT APPEAR IN COLOR, THIS IS NOT AN ORIGINAL PLAN SET AND MAY RESULT IN MISINTERPRETATION.

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PROJECT

**CITY OF GRIMES
WATERWORKS
PARK
IMPROVEMENTS**

CRIMES
TOWNS[illegible]

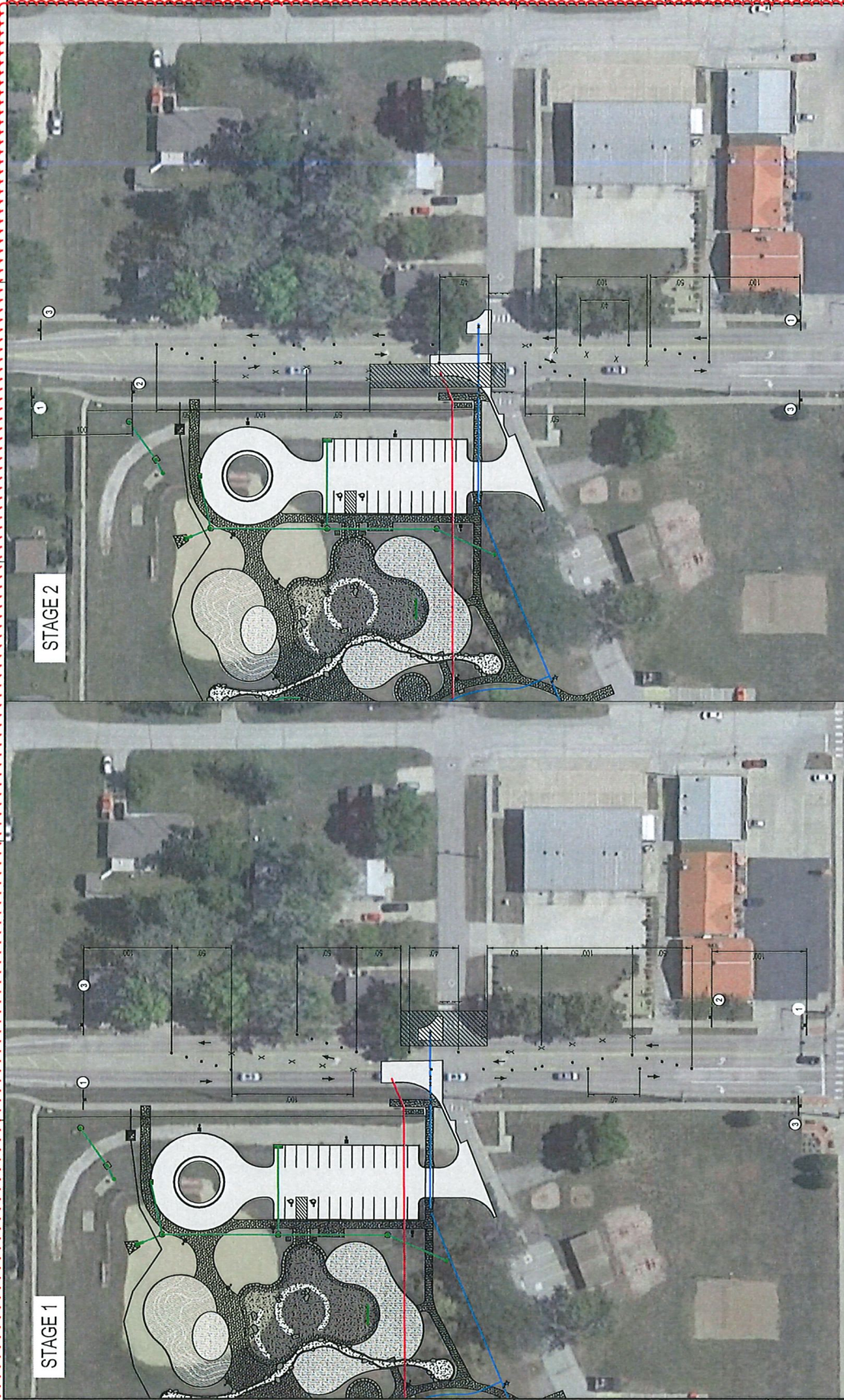
PROJECT NO.	21-25768
FILE NAME	25768 TEMPORARY TRAFFIC CONTROL
DRAWN BY	-
DESIGNED BY	-
REVIEWED BY	-
ORIGINAL ISSUE DATE	02/18/2022

TIME

DETOUR NOTES AND DETAILS

SHEET

C3-40



TRAFFIC CONTROL NOTES:

1. ALL TRAFFIC CONTROL PLANS SHALL CONFORM TO THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
2. THE CONTRACTOR SHALL COORDINATE CLOSURES WITH THE OWNER A MINIMUM OF 5 BUSINESS DAYS PRIOR TO ROAD CLOSURE.
3. ROAD CLOSURE SHALL BE INSTALLED AT ALL ROAD CLOSURE LOCATIONS ADHERING TO IOWA DOT STANDARD ROAD PLAN 7522.
4. ALL CITY DETOUR SIGNING IS THE RESPONSIBILITY OF THE CONTRACTOR.
5. ALL TRAFFIC CONTROL SIGNAGE SHALL BE INSTALLED PER MUTCD AND IOWA DOT STANDARDS.

6. SIGN - TO BE PLACED ON BARRICADES WITH CORRECT REFLECTIVE PANELS (BT - 1AR & BT - 1AL)
7. PERMANENT SIGNAGE 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.
8. ALL TRAFFIC CONTROL SIGNS INSTALLED FOR MORE THAN ONE WEEK ARE REQUIRED TO BE POST MOUNTED.

47° CHANNELIZER

Y
DRUM

WORK AREA

2

©



W20-1 (36" X 36")



END
ROAD WORK

520-2A (48" X 24")

WORK AREA

POL DATE 75/02/20PM

CHANGE ORDER FORM



Project Title: County Line Road Intersection Improvements
Contractor: Absolute Concrete
Address: 1000 West 6th Ave, PO Box 148, Slater, IA 50244
Finance Budget Code: 334-210-6499 **Finance Project #** 0
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: April 27, 2021 **Vendor #** 1072

Change Order Number: 3

Change Order Date: August 9, 2022

Purpose of Change Order:

Item 8004 "Temporary Storm Pipe" added to provide and remove storm pipe over gas main. Work to be completed prior to August 23, 2022.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
8004	TEMPORARY STORM PIPE	LS	1.00	\$ 25,080.00	\$ 25,080.00

Change Order Number: 3 makes the following adjustments to the contract: **\$ 25,080.00**

Contractor Accepted: Absolute Concrete

Alonzo Barkley Firm Name
 Signature 8-2-22
 Date

Engineer Approved: Bolton & Menk, Inc.

Justin Ewald Firm Name
 Signature 8/2/2022
 Date

Owner Accepted: City of Grimes MSA 8-3-22

Signature _____ Title _____
 Date _____

Attest for Owner:

Signature _____ Title _____
 Date _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 980,161.50
1	July 13, 2021	\$ 22,764.00
2	October 12, 2021	\$ 6,688.00
3	August 9, 2022	\$ 25,080.00
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Revised Contract Amount \$ 1,034,693.50



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

July 8, 2022

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

Invoice: 298554
Client: 176170
Matter: 0101
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through June 30, 2022

RE: City Of Grimes - General

Total Professional Services	\$ 15,699.00
Total Costs	<u>\$ 77.99</u>
TOTAL CURRENT INVOICE	\$ 15,776.99
Outstanding Balance	<u>\$ 16,682.50</u>
TOTAL BALANCE DUE	<u>\$ 32,459.49</u>



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

July 8, 2022

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

Invoice: 298555
Client: 176170
Matter: 0882
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through June 30, 2022

RE: WRA Sewer Project-Sewer Project

Total Professional Services	\$ 1,645.00
Total Costs	<u>\$.00</u>
TOTAL CURRENT INVOICE	\$ 1,645.00
Outstanding Balance	<u>\$ 3,995.00</u>
TOTAL BALANCE DUE	<u><u>\$ 5,640.00</u></u>



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

July 8, 2022

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

Invoice: 298553
Client: 176170
Matter: 0008
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through June 30, 2022

RE: The Corn Patch, Inc. - Property Acquisition in Lieu of Condemnation

Total Professional Services	\$ 467.00
Total Costs	<u>\$.00</u>
TOTAL CURRENT INVOICE	\$ 467.00

Trust Funds Balance \$ 375,112.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: HIGHWAY 44 & SW COUNTY LINE ROAD INTERSECTION IMPROVEMENTS
Contractor: Bolton & Menk, Inc.
Address: 430 E Grand Ave, Suite 101 Des Moines, IA 50309
Finance Budget Code: 334-210-6407 **Finance Project #**
Vendor Project or Invoice #: 291348 **PO #**
Original Contract Date: October 22, 2019 **Vendor #** 2820

Date of Council Meeting: August 9, 2022 **PAYMENT REQUEST #** 29
PAYMENT PERIOD: From: June 1, 2022 Through: June 20, 2022

Contract Summary

Original Contract Amount:	\$	286,000.00	
Net change by Change Orders:	\$	174,195.00	
Contract Amount to Date: (line 1 ± 2)	\$	460,195.00	
Total completed and stored to date:	\$	302,119.80	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	302,119.80	
Less previous applications for payment:	\$	297,636.30	
SUBTOTAL	\$	4,483.50	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 4,483.50

Balance to finish, including retainage: \$ 158,075.20

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

Bolton & Menk, Inc.

Firm Name

Signature Date

City of Grimes Staff Approval:

Signature Date

City of Grimes Council Approval:

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	January 14, 2020	\$ 1,730.00
2	February 11, 2020	\$ 6,434.90
3	April 14, 2020	\$ 1,627.00
4	April 14, 2020	\$ 2,195.00
5	June 9, 2020	\$ 7,097.50
6	July 14, 2020	\$ 6,792.50
7	August 11, 2020	\$ 11,325.00
8	September 8, 2020	\$ 17,430.00
9	October 13, 2020	\$ 4,815.00
10	November 10, 2020	\$ 1,022.50
11	December 8, 2020	\$ 2,969.50
12	January 12, 2021	\$ 4,537.00
13	February 9, 2021	\$ 2,785.00
14	March 9, 2021	\$ 10,517.00
15	April 13, 2021	\$ 10,831.50
16	May 11, 2021	\$ 5,594.00
17	June 8, 2021	\$ 30,291.00
18	July 13, 2021	\$ 21,853.00
19	August 10, 2021	\$ 10,243.50
20	September 28, 2021	\$ 24,038.50
21	October 12, 2021	\$ 19,020.20
22	November 9, 2021	\$ 30,974.50
23	January 25, 2022	\$ 24,122.70
24	February 22, 2022	\$ 7,235.00
25	March 22, 2022	\$ 8,550.50
26	April 26, 2022	\$ 11,792.50
27	May 10, 2022	\$ 8,502.50
28	June 14, 2022	\$ 3,309.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 297,636.30

Record of Change Orders

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

Contract Time Remaining

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



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.

1960 Premier Drive | Mankato, MN 56001-5900

507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com

To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

June 20, 2022

Project No: A13.120005

Invoice No: 0291348

Client Account: GRIMES_CI_IA

Grimes/Highway 44 & SW Co Line Road

Highway 44 & SW County Line Road Intersection Improvements

Consultant Services (001)

Professional Services

	Hours	Amount	
Principal	7.00	1,244.00	
Administrative	6.50	552.50	
Specialist	5.00	575.00	
Project Engineer	3.50	532.00	
Project Manager	10.00	1,580.00	
Totals	32.00	4,483.50	
Total Labor			4,483.50
	Total this Task		\$4,483.50
	Total this Invoice		\$4,483.50

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Highway 44 Corridor Study
Contractor: Bolton & Menk, Inc.
Address: 430 E Grand Avenue, Suite 101, Des Moines, IA 50309
Finance Budget Code: 341-210-6407 **Finance Project #**
Vendor Project or Invoice #: 283318 **PO #**
Original Contract Date: August 11, 2020 **Vendor #** 2820

Date of Council Meeting: August 9, 2022 **PAYMENT REQUEST #** 17
PAYMENT PERIOD: From: March 19, 2022 Through: May 20, 2022

Contract Summary

Original Contract Amount:	\$	105,600.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	105,600.00	
Total completed and stored to date:	\$	105,600.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	105,600.00	
Less previous applications for payment:	\$	104,808.10	
SUBTOTAL	\$		791.90
OTHER CHARGES (Attach an itemized list)	\$		-
CURRENT PAYMENT DUE	\$		791.90
Balance to finish, including retainage:	\$		-

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Bolton & Menk, Inc.

Firm Name

7/8/2022

Signature

Date

City of Grimes Staff Approval:

Signature

Date

City of Grimes Council Approval:

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	Invoice #
1	December 8, 2020	\$ 3,412.50	259409
2	January 12, 2021	\$ 1,690.00	260930
3	February 9, 2021	\$ 5,462.50	262390
4	March 9, 2021	\$ 14,416.60	263857
5	April 13, 2021	\$ 10,573.00	265172
6	May 11, 2021	\$ 7,244.50	266602
7	June 8, 2021	\$ 3,782.50	268402
8	July 13, 2021	\$ 7,035.00	269819
9	August 10, 2021	\$ 9,330.50	271702
10	September 28, 2021	\$ 8,272.00	273219
11	October 12, 2021	\$ 8,125.00	274928
12	November 9, 2021	\$ 6,971.00	277028
13	January 25, 2021	\$ 11,341.00	27, 280134, 2
14	February 22, 2022	\$ 1,686.50	283318
15	March 22, 2022	\$ 2,013.00	284264
16	April 26, 2022	\$ 3,452.50	285840
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TOTAL \$ 104,808.10

Previous Applications for Payment

No.	Date	Amount
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Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period: Working Days
Original Contract Date: August 11, 2020
Original Contract Time: _____
Added by Change Order: _____
Contract Time to Date: -
Time Used to Date: _____
Contract Time Remaining: -



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.
 1960 Premier Drive | Mankato, MN 56001-5900
 507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com
 To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Grimes
 101 NE Harvey Street
 Grimes, IA 50111

June 20, 2022

Project No: A13.122607

Invoice No: 0291349

Client Account: GRIMES_CI_IA

Grimes/Highway 44 Corridor Study

Corridor Study (001)

Professional Services

	Hours	Amount	
Principal	2.00	390.00	
Specialist	40.00	3,940.00	
Design Engineer	1.50	183.00	
Project Manager	7.00	1,106.00	
Senior Planner	36.50	5,475.00	
Senior Project Engineer	19.50	3,412.50	
Totals	106.50	14,506.50	
Total Labor			14,506.50
		Total this Task	\$14,506.50

Billing Limits	Current	Prior	To-Date	
Total Billings	14,506.50	104,808.10	119,314.60	
Limit			105,600.00	
Adjustment				-13,714.60
		Total this Invoice		\$791.90

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2021 Asphalt Overlay Project
Contractor: Bolton & Menk, Inc.
Address: 430 E Grand Ave, Suite 101 Des Moines, IA 50309
Finance Budget Code: 110-210-6761 **Finance Project #**
Vendor Project or Invoice #: 291347 **PO #**
Original Contract Date: June 8, 2021 **Vendor #** 2820

Date of Council Meeting: August 9, 2022 **PAYMENT REQUEST #** 8
PAYMENT PERIOD: From: March 19, 2022 Through: May 20, 2022

Contract Summary

Original Contract Amount:	\$	51,960.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	51,960.00	
Total completed and stored to date:	\$	44,994.68	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	44,994.68	
Less previous applications for payment:	\$	32,483.68	
SUBTOTAL	\$		12,511.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 12,511.00

Balance to finish, including retainage: \$ 6,965.32

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Bolton & Menk, Inc.

Firm Name

Signature

7/8/2022

Date

City of Grimes Staff Approval:

Signature

8-3-22

Date

City of Grimes Council Approval:

Signature

Date

Submit to: Kevin Hensley - Director of Public Works - Public Works Department

E-mail: khensley@grimesiowa.gov Phone: (515) 986-9636 Fax: (515) 986-4480

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 28, 2021	\$ 3,572.50
2	October 26, 2021	\$ 2,361.68
3	January 25, 2022	\$ 2,285.00
4	February 22, 2022	\$ 1,645.00
5	March 22, 2022	\$ 3,118.00
6	April 26, 2022	\$ 3,916.00
7	May 10, 2022	\$ 15,585.50
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BMI Invoice

Previous Applications for Payment

No.	Date	Amount
274926	36	
277160	37	
281812	38	
283418	39	
284729	40	
283418	41	
287365	42	
	43	
	44	
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TOTAL \$ 32,483.68

Record of Change Orders

No.	Date	Amount
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TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	June 8, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

INVOICE

Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.
1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

June 20, 2022
Project No: 0A1.124882
Invoice No: 0291347
Client Account: GRIMES_CI_IA

Grimes/2021 Asphalt Overlay

Design Services (001)

Professional Services

	Hours	Amount	
Principal	19.00	3,268.00	
Administrative	2.50	195.00	
Design Engineer	2.00	240.00	
Project Manager	1.00	158.00	
Totals	24.50	3,861.00	
Total Labor			3,861.00
Total this Task			\$3,861.00

Construction Services (002)

Professional Services

	Hours	Amount	
Design Engineer	65.50	7,860.00	
Project Manager	5.00	790.00	
Totals	70.50	8,650.00	
Total Labor			8,650.00
Total this Task			\$8,650.00
Total this Invoice			\$12,511.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Water Works Park Splash Pad
Contractor: ISG
Address: 115 East Hickory St, Suite 300 Mankato, MN 56001
Finance Budget Code: 348-430-6407 **Finance Project #** -
Vendor Project or Invoice #: 81973 **PO #** -
Original Contract Date: September 14, 2021 **Vendor #** 4025

Date of Council Meeting: July 26th, 2022 **PAYMENT REQUEST #** 9
PAYMENT PERIOD: From: June 1, 2022 Through: June 30, 2022

Contract Summary

Original Contract Amount:	\$	211,600.00	
Net change by Change Orders:	\$	185,000.00	
Contract Amount to Date: (line 1 ± 2)	\$		396,600.00
Total completed and stored to date:	\$	224,057.95	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		224,057.95
Less previous applications for payment:	\$		211,600.00
SUBTOTAL	\$		12,457.95

OTHER CHARGES (Attach an itemized list) \$ -

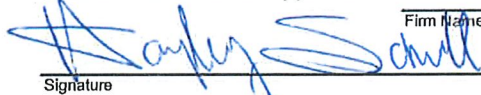
CURRENT PAYMENT DUE \$ 12,457.95

Balance to finish, including retainage: \$ 172,542.05

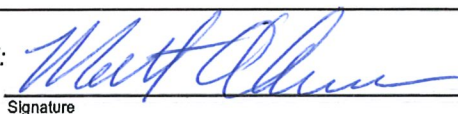
Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: ISG

 **Signature** **Firm Name** **Date** 7/20/22

Engineer / Consultant Approval: **Firm Name**

City of Grimes Staff Approval:  **Signature** **Date** 7-21-22

City of Grimes Council Approval: **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 26, 2021	\$ 2,500.00
2	November 23, 2021	\$ 12,500.00
3	December 14, 2021	\$ 26,526.00
4	January 25, 2022	\$ 45,622.00
5	February 22, 2022	\$ 33,535.49
6	March 22, 2022	\$ 72,000.00
7	May 10, 2022	\$ 16,116.51
8	June 22, 2022	\$ 2,800.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 211,600.00

Record of Change Orders

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

Contract Time Remaining

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



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

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

Invoice Number 83332
Date 06/30/2022

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

Progress billing for professional services provided through date of invoice

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

INCLUDE PAY APP

Description	Contract Amount	Prior Billed	Current Billed
Survey	\$9,300.00	\$9,300.00	
Geotechnical Coordination	\$3,500.00	\$3,500.00	
Design Development	\$57,500.00	\$57,500.00	
Construction Documents	\$135,000.00	\$135,000.00	
Bidding	\$6,300.00	\$6,300.00	
Construction Administration	\$65,000.00		\$12,457.95
Construction Survey	\$35,000.00		
Construction Observation	\$85,000.00		
Reimbursables			
	\$396,600.00	\$211,600.00	\$12,457.95

Invoice Amount \$12,457.95



I & S Group, Inc.

115 E. Hickory St.
Suite 300
Mankato, MN 56001
507-387-6651

www.ISGInc.com

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

Automated Clearing House (ACH) Instructions

Account Name: I&S Group, Inc.

ABA/Routing Number: 073000642

Account Number: 2348642289

Send Remittance to: AR@ISGinc.com

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: August 9, 2022 **PAYMENT REQUEST #** 44
PAYMENT PERIOD: From: June 19, 2022 Through: July 16, 2022

Contract Summary

Original Contract Amount:	\$	882,000.00	
Net change by Change Orders:	\$	626,000.00	
Contract Amount to Date: (line 1 ± 2)	\$		1,508,000.00
Total completed and stored to date:	\$	772,035.95	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		772,035.95
Less previous applications for payment:	\$		724,956.47
SUBTOTAL	\$		47,079.48

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 47,079.48

Balance to finish, including retainage: \$ 735,964.05

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:

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
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TOTAL \$ 724,956.47

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
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TOTAL \$ 626,000.00

Contract Time Remaining

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

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

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

July 22, 2022
Project No: 128108
Invoice No: 7

Project Manager H. Veenstra Jr.

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

Professional Services from June 19, 2022 to July 16, 2022

Professional Personnel

	Hours	Rate	Amount	
Management I	2.00	199.00	398.00	
Clerical II	3.00	76.00	228.00	
Clerical III	6.50	65.00	422.50	
Process Engineer I	2.00	215.00	430.00	
Engineer I-C	19.50	179.00	3,490.50	
Engineer III-A	3.50	144.00	504.00	
Drafter IA	4.00	114.00	456.00	
Construction Engineer I	.50	199.00	99.50	
Construction Engineer II	82.50	121.00	9,982.50	
Construction Engineer III	1.50	108.00	162.00	
Surveyor I	5.50	138.00	759.00	
Technician I	32.00	101.00	3,232.00	
Technician III	155.50	84.00	13,062.00	
Technician IV	65.00	81.00	5,265.00	
Technician VII	110.50	58.00	6,409.00	
Totals	493.50		44,900.00	
Total Labor				44,900.00

Unit Billing

Mileage	35.69	
Mileage	814.91	
Mileage	42.71	
Mileage	48.75	
Mileage	567.50	
Duplication	4.92	
Robotics	665.00	
Total Units	2,179.48	2,179.48

Billing Limits

	Current	Prior	To-Date
Total Billings	47,079.48	151,956.47	199,035.95
Limit			900,000.00
Remaining			700,964.05

Project	128108	WRA Connector - Phase 2 - CS	Invoice	7
Total this Invoice			\$47,079.48	

Billings to Date

	Current	Prior	Total
Labor	44,900.00	145,669.50	190,569.50
Expense	0.00	1,206.23	1,206.23
Unit	2,179.48	5,080.74	7,260.22
Totals	47,079.48	151,956.47	199,035.95

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: August 9, 2022 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: June 6, 2022 Through: July 3, 2022

Contract Summary

Original Contract Amount:	\$	178,900.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	178,900.00	
Total completed and stored to date:	\$	65,241.55	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	65,241.55	
Less previous applications for payment:	\$	38,794.30	
SUBTOTAL	\$	26,447.25	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 26,447.25

Balance to finish, including retainage: \$ 113,658.45

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Civil Design Advantage

Firm Name

Signature

7/21/2022

Date

City of Grimes Staff Approval:

Signature

8-3-22

Date

City of Grimes Council Approval:

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
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Previous Applications for Payment

No.	Date	Amount
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Record of Change Orders

No.	Date	Amount
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6/28/2022		
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TOTAL \$ -

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: -

TOTAL \$ 38,794.30

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

July 15, 2022
Project No: 2202.086
Invoice No: 37769

Project 2202.086 City of Grimes - Grimes Plex
Professional Services from June 6, 2022 through July 03, 2022

Task	102	Topographic Survey		
			Total this Task	0.00

Task	201	Concept Refinement
Professional Personnel		

	Hours	Rate	Amount	
Engineer 6	60.50	144.00	8,712.00	
Engineer 8	3.00	166.00	498.00	
Total Labor				9,210.00
			Total this Task	\$9,210.00

Task	203	SWMP		
			Total this Task	0.00

Task	205	SWPPP		
			Total this Task	0.00

Task	230	Estimate Construction Costs		
			Total this Task	0.00

Task	302	Hope Plat 4 CD Rev
Professional Personnel		

	Hours	Rate	Amount	
Engineer 6	13.00	144.00	1,872.00	
Engineer 8	7.75	166.00	1,286.50	
Total Labor				3,158.50
			Total this Task	\$3,158.50

Task	306	Easement Plat Preparation		
			Total this Task	0.00

Task	401	Site Plan Revisions
Professional Personnel		

	Hours	Rate	Amount	
Engineer 1	23.25	87.00	2,022.75	
Engineer 6	19.00	144.00	2,736.00	
Engineer 8	11.50	166.00	1,909.00	
Technician 1	93.00	56.00	5,208.00	
Total Labor				11,875.75

Project	2202.086	City of Grimes - Grimes Plex	Invoice	37769
			Total this Task	\$11,875.75
Task	501	Project Development and Coordination		
Professional Personnel				
			Hours	Rate
				Amount
Principal/Senior Engineer			1.00	191.00
Engineer 8			11.00	166.00
Project Manager 4			1.50	124.00
Total Labor			2,203.00	
			Total this Task	\$2,203.00
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	701	Geotechnical Investigation		
			Total this Task	0.00
Task	998	Permits & Fees		
			Total this Task	0.00
Task	999	Reimbursable Expenses		
			Total this Task	0.00
Billing Limits		Current	Prior	To-Date
Total Billings		26,447.25	38,794.30	65,241.55
Limit				178,900.00
Remaining				113,658.45
			Total this Invoice	\$26,447.25

Project Manager Joshua Trygstad



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

AGENDA MEMO

For Meeting of August 9, 2022

AGENDA HEADING: Resolution Approving Consent and Agreement for Improvements within storm sewer and overland flowage easement for Kennybrook South Plat 3 Lot 19.

SYNOPSIS: The owner of 916 SW 9th Court has requested approval to install a fence within the storm sewer and overland flowage easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the storm sewer and overland flowage easement.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve storm sewer and overland flowage easement for Kennybrook South Plat 3

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within storm sewer and overland flowage easement for Kennybrook South Plat 3 Lot 19.

RESOLUTION APPROVING
CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN STORM SEWER AND
OVERLAND FLOWAGE EASEMENT FOR
LOT 19 IN KENNYBROOK SOUTH PLAT 3
916 SW 9TH COURT

WHEREAS, the owners of Lot 19 in Kennybrook South Plat 3 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within storm sewer and overland flowage easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the Consent and Agreement for Improvements within storm sewer and overland flowage easement ("Consent and Agreement") regarding Lot 19 Kennybrook South Plat 3, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED AND APPROVED this 9th day of August, 2022.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

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

CONSENT AND AGREEMENT FOR IMPROVEMENTS

This CONSENT AND AGREEMENT FOR IMPROVEMENTS ("Agreement") is entered into by and between Joshua and Kathryn Miller, 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 19 of Kennybrook South Plat 3 (916 SW 9th Court), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").
2. **EXISTING EASEMENT.** The Property Owner or Property Owner's predecessor in title, granted that certain storm sewer and overland flowage easement, dated June 14, 2016 recorded on September 27, 2016, in Book 16197, Page 425-429, 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 21st day of July, 2022

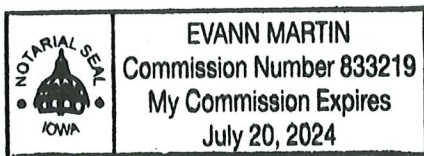
PROPERTY OWNERS

Joshua Miller
Joshua Miller

Kathryn Miller
Kathryn Miller

STATE OF IOWA)
COUNTY OF Polk) SS

On this 21st day of July, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joshua Miller, 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.

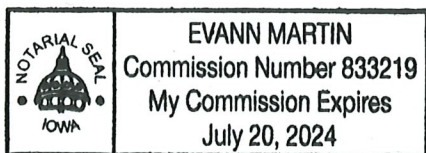


Evann Martin
Notary Public in and for the
State of Iowa

My Commission expires 07/20/24

STATE OF IOWA)
COUNTY OF Polk) SS

On this 21st day of July, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kathryn Miller, 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.



Evann Martin
Notary Public in and for the
State of Iowa

My Commission expires 07/20/24

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4' chain link fence has been proposed to be constructed in a storm sewer and overland flowage easement on Lot 19 of Kennybrook South Plat 3 (916 SW 9th Court) in accordance to permit number FN-22-074.



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

AGENDA MEMO

For Meeting of August 09, 2022

AGENDA HEADING:

Resolution Approving Grant Application for Resource Enhancement Protection Grant Relating to the Acquisition of Land for Park Purposes

SYNOPSIS:

As you are aware, the City submitted a grant application to the Resource Enhancement Protection agency in 2020, for the acquisition of park ground that is identified as a priority acquisition within the Grimes Greenway. This particular property is also along the route of the Grimes WRA Project. The grant application was awarded the maximum amount of \$125,000.

The application anticipated a second phase of the acquisition, just to the north as well. As such, staff is suggesting a second application be submitted for consideration.

FISCAL IMPACT:

Approval of the Grant Agreement will allow the City to utilize the grant dollars, following the acquisition of the identified property. These grant dollars total \$125,000.

PREVIOUS COUNCIL ACTION(S):

Approve Grant Application – August 2020
Approve Grant Agreement – November 2021

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution Approving Grant Agreement for Resource Enhancement Protection Grant Relating to the Acquisition of Land for Park Purposes

RESOLUTION APPROVING GRANT APPLICATION FOR RESOURCE
ENHANCEMENT AND PROTECTION GRANT RELATING TO
THE ACQUISITION OF LAND FOR PARK PURPOSES

WHEREAS, the City of Grimes (the “City”) has desires to submit an application for a Resource Enhancement and Protection (“REAP”) grant from the State of Iowa relating to the acquisition of approximately 14 acres of land to be added to the Grimes Park System; and

WHEREAS, the Staff has prepared the application in accordance with the specified criteria; and

WHEREAS, the Dallas County Conservation Committee will review the application at their next regularly scheduled meeting.

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

That the City approves the Grant Application for the REAP grant from the State of Iowa relating to the acquisition of approximately 14 acres of land to be added to the Grimes Park System.

BE IT FURTHER RESOLVED that City staff are hereby authorized and directed to submit the Reap Grant Application

PASSED AND APPROVED this 9th day of August 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



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

AGENDA MEMO

Meeting: August 9, 2022

AGENDA HEADING:

Resolution Approving Early Construction Access Agreement

SYNOPSIS:

With the construction of the Grimes WRA Connector, certain easements are needed off property owned by HD LLC. Staff has negotiated a Purchase Agreement and Development Agreement which identified that certain properties, in this case excess ROW, will be swapped for the easements. The agreements are principally in final form, and we will be setting hearings for the disposal of the excess ROW at this meeting, for consideration later in August. for As staff and the owner have not yet wrapped up the easement acquisition process, the owner of the HD LLC property granted the City of Grimes early access to being construction of this segment of the sewer. In recognition of the temporary access, Staff offered a payment of \$10,000 to the owner. The early access allowed the City to continue moving forward without a delay, thus the payment of \$10,000 was determined to be appropriate.

FISCAL IMPACT:

\$10,000 - funded from the WRA project fund.

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION APPROVING GRIMES EARLY CONSTRUCTION ACCESS AGREEMENT

WHEREAS, With the Construction of the Grimes WRA Connector Property (the “Project”), it was identified that certain easements (the “Easements”) would need to be obtained from property owned by HD LLC (the “HD Property”); and

WHEREAS, the necessary easements for the Project have not yet been obtained, however the owner of the HD Property allowed early access to being construction; and,

WHEREAS, Staff agreed to compensate the owner a total of \$10,000 for the early access to the Property.

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

1. That the City approves the Grimes Early Construction Access Agreement.
2. That the City Council authorized the payment of \$10,000 per the agreement.

PASSED AND APPROVED this ____ day of August 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

GRIMES EARLY CONSTRUCTION ACCESS AGREEMENT

WHEREAS, HD LLC, the undersigned (the "Owner"), owns certain private real property described on Exhibit A ("Property") and

WHEREAS, the City of Grimes (the "City"), has entered into construction contracts to construct sewer improvements (the "Improvements") upon the property, and

WHEREAS, the Owner and City are finishing the negotiation of agreements pertaining to the development of the property, and acquisition of easements for the Improvement, and

WHEREAS, the City is requesting early access upon the Property to being constructing the Improvements within the area described and depicted on Exhibit B ("Easement Area").

WHEREAS, the Owner, desires to grant the City early access to construct the Improvements within the Easement Area upon the Property; and

WHEREAS, the City will compensate the current Tenant Farmer for any removals or damages to the crops within and adjacent to the Easement Area.

THEREFORE, in consideration of the above premises and the promises and covenants hereinafter stated, and other good and valuable consideration, receipt of which is hereby acknowledged, the Owner and the City agree as follows:

1. The Owner hereby grants to the City the use of and access under, over, on, through, across and within the Property for the Improvements as herein specified, and authorizes the City to use such processes as the City deems necessary and appropriate to carry out the construction of the Improvements.
2. For purpose of this Agreement the Improvements benefiting, affecting or necessitating the use of said Property shall be limited to the following: The removal of any necessary trees within the easement area, the construction of sewer improvements, including sanitary sewer manholes, sewer main pipe, and any other appurtenances.
3. The City agrees to restore the Property to a condition equal to the existing prior to the conduct or performance by the City of said Improvements, subject to the changes necessarily caused by the conduct or performance of said Improvements.
4. The City agrees to compensate the Owner, Ten Thousand and 0/100 (\$10,000) in recognition to gain early access to the property to construct the Improvements.
5. Notwithstanding any obligations or duties assumed by the City herein, except as stated in paragraph 3 above, the Owner hereby retains the responsibility for maintaining and repairing the Property and Easement Area.
6. This Agreement shall be in full force and effect until such a time that the necessary agreements for the acquisition of easements have been approved and may be terminated by either party hereto by providing the other party with written notice of termination. Such termination to be effective upon receipt of the same.

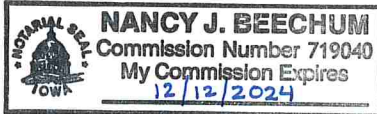
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the 28th day of July, 2022.

CITY OF GRIMES, IOWA

By _____

HD LLC
Owner

By *Harold [Signature]*



Nancy Beechum

Exhibit A

PARCEL G BOOK 15019 PAGE 56 LOT 1 PEITZMAN'S SUBDIV

And

PARCEL H BK 15019 PG 56 BNG PRT OF LOT 1 PEITZMAN'S SUBDIV

And

PARCEL C BK 14454 PG 913 LT 1 PEITZMAN'S SUBDIV

GRIMES RESOLUTION 08-0822

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

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

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

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

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

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

PASSED AND APPROVED THIS 9th DAY OF AUGUST 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Sports Facilities Development

600 Cleveland St Ste 910

Clearwater, FL 33755 US

+1 7274743845

ar@sportsfacilities.com

http://www.sportsfacilities.com

**INVOICE****BILL TO**

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

INVOICE # 10276**DATE** 07/19/2022**DUE DATE** 07/19/2022**TERMS** Due on receipt**CLIENT NUMBER**

21095

ACTIVITY**QTY****RATE****AMOUNT**

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

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

Scope of Services:

Phase 1: Conceptual Design and Pre-Design Phase

Phase 2: Design

Phase 3: Procurement

Phase 4: Construction

Phase 5: Post Construction

Procurement/FF&E Services

1

29,333.00

29,333.00

Payment 1 of 15 (\$29,333)

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

BALANCE DUE**\$29,333.00**

Sports Facilities Development

600 Cleveland St Ste 910

Clearwater, FL 33755 US

+1 7274743845

ar@sportsfacilities.com

http://www.sportsfacilities.com

**INVOICE****BILL TO**

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

INVOICE # 10335**DATE** 08/01/2022**DUE DATE** 08/01/2022**TERMS** Due on receipt**CLIENT NUMBER**

21095

ACTIVITY**QTY****RATE****AMOUNT**

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

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

Scope of Services:

Phase 1: Conceptual Design and Pre-Design Phase

Phase 2: Design

Phase 3: Procurement

Phase 4: Construction

Phase 5: Post Construction

Procurement/FF&E Services

Payment 2 of 15 (\$29,333)

1

29,333.00

29,333.00

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

BALANCE DUE**\$29,333.00**

Christensen Development 1, LLC
215 East 3rd Street, Suite 300
Des Moines, IA 50309 US
quickbooks@bergankdv.com

Invoice

BILL TO
City of Grimes
Attn: Jake Anderson
410 SE Main
Grimes, IA 50111

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1313	08/01/2022	\$10,000.00	08/31/2022	Net 30	

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Consulting	July 2022	1	10,000.00	10,000.00

BALANCE DUE

\$10,000.00



JOHN DEERE

Purchase Order for
John Deere Equipment (U.S. Only)PO# 08821540
PO Revision# Original

PURCHASER'S NAME - First Signer (First, Middle Initial, Last)				DATE OF ORDER		COMPANY UNIT		DEALER ACCOUNT NO.	
CITY OF GRIMES				May 05, 2022		08		086325	
(SECOND LINE OF OWNER NAME)				DEALER ORDER NO.					
STREET OR RR				SOC. SEC.		IRS NO.		EIN. NO.	
1700 SE DESTINATION DR									
TOWN		STATE		ZIP CODE		TRANSACTION TYPE		PURCHASER SALES TAX EXEMPT	
GRIMES		IA		50111		Cash Sale			
COUNTY		PURCHASER ACCT.		PHONE NO.		SELLER'S NAME & ADDRESS			
Polk				515-986-3036		Van-Wall Equipment, Inc.			
REWARDS #				10100 Dennis Drive					
980583034				Urbandale, IA 50322					
E-MAIL ADDRESS				515-253-9005					
PURCHASER'S NAME - Second Signer				I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.					
STREET OR RR									
TOWN		STATE		ZIP CODE					
REWARDS #									
Use County		Use State/Province							
POLK		IA							

QTY	NEW	DEMO	RENTAL	USED	Equipment & Value Added Service (Give Model, Size & Description)	Hours of Use	PRODUCT IDENTIFICATION NUMBER	DELIVERED CASH PRICE (Or Total Lease Payments)
1	x				JOHN DEERE 1200A Bunker and Field Rake Stock # 817958		1TC1200ACNT320422	\$ 17,422 24
I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.						TOTAL CASH PRICE		\$ 17,422 24
QTY	DESCRIPTION OF TRADE-IN				Hours of Use	PRODUCT IDENTIFICATION NUMBER	AMOUNT	
PURCHASER TYPE						TOTAL TRADE-IN ALLOWANCE		\$ 0 00
5 City/Town/Village						1. TOTAL CASH-PRICE		\$ 17,422 24
MARKET USE						2. TOTAL TRADE-IN ALLOWANCE		\$ 0 00
87 Parks and Cemeteries						3. TOTAL TRADE-IN PAY-OFF		\$ 0 00
COMMENTS:						4. BALANCE		\$ 17,422 24
STATE CONTRACT PRICING CONTRACT : IA NASPO MA22136								
8. EST. SERVICE AGREEMENT TAXES						\$ 0 00		
9. SUB-TOTAL						\$ 17,422 24		
10. CASH WITH ORDER						\$ 0 00		
11. RENTAL APPLIED						\$ 0 00		
12. CASH DISCOUNT						\$ 0 00		
13. BALANCE DUE						\$ 17,422 24		

IMPORTANT WARRANTY NOTICE: The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. There is no warranty on used equipment. The new equipment warranty is part of this contract. Please read it carefully. YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board. In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

ACKNOWLEDGEMENTS- I (We) promise to pay the Balance Due (line 13) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

USE OF INFORMATION/PRIVACY NOTICE I understand that Deere & Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.



JOHN DEERE

Purchase Order for
John Deere Equipment (U.S. Only)

PO# 08821540
PO Revision# Original

Quote ID: 26612109

Purchaser Name: CITY OF GRIMES

Purchaser's
Signature _____

Accepted
By _____

Purchaser's
Signature _____

Date
Accepted _____

Salesperson SCHECHINGER, MICHAEL

Delivery Acknowledgement

Delivered On:

Warranty Begins:

Signature _____

Date _____



REC'D JUL 15 2022

Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010



INVOICE

Any questions call: 515-239-1072

Date	Invoice Number
07/05/2022	CI-0010080

Payment Terms	Due Date
Immediate	07/05/2022

PAID

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

Remit To: Iowa Department of Transportation 800 Lincoln Way Ames, IA 50010 United States of America
--

Page 1 of 1

Quantity	Sales Item	Item Description	Price Each	Amount
0			0.00	164,096.00

1/8/22
Called DOT - left message asking what this is for

110-210-6490

Rise Mount Refund

Net Amount:	164,096.00
Tax	0.00
Total Invoice Amount	USD 164,096.00

DETACH AND RETURN WITH CASH/CHECK PAYMENT TO:

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

GRIMES, CITY OF

INVOICE NO: CI-0010080 AMOUNT ENCLOSED: _____

PLEASE WRITE YOUR INVOICE NUMBER ON YOUR CHECK

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

Invoice

REC'D JUN 06 2022

PAID



BILL TO

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

SHIP TO

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

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
183	06/01/2022	\$15,392.00	08/01/2022	Due on receipt	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
06/01/2022	Assessments	FY 2023 Assessment Dues	1	15,392.00	15,392.00

MPO FY 2023 Assessment Dues

BALANCE DUE

\$15,392.00

PAID

001-170-6210

[Handwritten signature]



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

AGENDA MEMO

For Meeting of August 9, 2022

AGENDA HEADING: Resolution Accepting Public Improvements for Dallas Center-Grimes Middle School Plat 1

SYNOPSIS: The public improvements have been completed and, in a condition, to be accepted by the City and the City engineer has recommended such acceptance.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Dallas Center-Grimes Middle School Site Plan – 2019

Approved Dallas Center-Grimes Middle School Plat 1 Final Plat – 2019

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval of the Resolution Accepting Public Improvements for Dallas Center-Grimes Middle School Plat 1.

RESOLUTION NO. 08-1022

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN DALLAS CENTER-
GRIMES MIDDLE SCHOOL PLAT 1

WHEREAS, approval of the final plat in Dallas Center-Grimes Middle School Plat 1 (the "Plat") has previously been given by resolution of the Grimes City Council; and

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

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

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

1. That the public improvements in Dallas Center-Grimes Middle School Plat 1, including water mains are hereby accepted and incorporated into the respective water main and sanitary sewer systems in the City of Grimes.

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

PASSED AND APPROVED this 9th day of August 2022.

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of August 9, 2022

AGENDA HEADING: Iowa Department of Transportation Urban-State Traffic Engineering Program – Agreement

SYNOPSIS: The Iowa DOT has a funding source called Urban-State Traffic Engineering Program (U-STEP) which was created to solve traffic operation and safety problems on primary roads in Iowa cities. The City of Grimes is currently working with Bolton & Menk on the design and construction of permanent traffic signals at the intersection of Highway 44 and County Line Road. City staff decided to go after some of these funds to help cover the costs associated with the spot improvements at this intersection and filled out the U-STEP application and submitted it to the Iowa DOT. They reviewed our application and approved the funding for up to \$113,100 for this spot improvement. In order for the City of Grimes to receive these funds, the City Council needs to approve the Iowa DOT Agreement for U-STEP Project and return it to the Iowa DOT. The City of Grimes will be required to be the lead agency for this project, provide matching funds for at least 45% of the eligible construction costs and involve the Iowa DOT in the review of the plans & specifications.

FISCAL IMPACT: The City of Grimes could receive up to the maximum funding of \$113,100 for the spot improvements at this intersection, which will be dependent on the percentage of eligible construction costs at the ratio of 55% Iowa DOT and 45% matching city funds. This will help offset the project costs for the County Line Road Traffic Signal Improvements.

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff has reviewed this Agreement and recommends approval by the City Council.

RESOLUTION TO ENTER INTO AGREEMENT

Grimes Resolution No. 08-1122

WHEREAS, the City of Grimes (Grimes) was awarded Iowa Department of Transportation (IDOT) Urban-State Traffic Engineering Program (U-STEP) funding for the County Line Road Traffic Signal Improvements project; and,

WHEREAS, the IDOT provides U-STEP funds as financial assistance to communities for solving traffic operation and safety problems on primary roads;

WHEREAS, IDOT has proposed the attached Agreement that defines the cooperative actions between the IDOT and Grimes for the above-mentioned project;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the Agreement with the IDOT 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 9th day of August, 2022, and approved by the Mayor on the 9th day of August, 2022.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

April 2008

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR
URBAN-STATE TRAFFIC ENGINEERING PROGRAM
(U-STEP) PROJECT**

City: Grimes

Project No.: UST-044-6(020)--4A-7

Iowa Department of Transportation
Agreement No.: 1-22-USTEP-027

Staff Action No.: 22-0454

This is an agreement between the city of Grimes, (hereinafter called Recipient) and the Iowa Department of Transportation (hereinafter called Department) to enter into an agreement for joint or cooperative action after appropriate action by ordinance, resolution, or otherwise pursuant to the laws of the governing bodies involved.

The Department provides funds through the Urban-State Traffic Engineering Program (U-STEP), a cooperative program for safety or operational improvements on primary road extensions. The Department has made these funds available for reimbursement and will share eligible construction and right-of-way costs in the ratio of 55% Department funds to 45% local funds, up to a maximum amount in Department funds of \$200,000 for a "spot improvement" or \$400,000 for a "linear improvement".

A "spot improvement" shall mean a limited improvement project such as intersection reconstruction or signalization; and a "linear improvement" shall mean an improvement project such as street or highway widening or reconstruction which spans two or more intersections.

The Recipient proposes to develop and complete the following described spot improvement project:

In the City of Grimes, to assist with the signal improvements to IA 44 at the IA 44 / County Line Road intersection.

Pursuant to the terms of this agreement, applicable statutes, and Administrative Rules, the Department agrees to provide U-STEP funding to the Recipient for the authorized and approved costs for eligible items associated with project improvements as described above.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement and shall be responsible for the development and completion of the U-STEP project.
2. All notices required under this agreement shall be made in writing to the Department and the Recipient's contact person. The Department's contact persons shall be the Local Systems Project Development Engineer, Christy VanBuskirk, and Central Region Local Systems Field Engineer, Brian J. Catus. The Recipient's contact person shall be the City Engineer.
3. The estimated total of eligible construction and right-of-way cost for this project is \$ 205,594.49. If, upon completion of final plans, the Recipient's cost estimate exceeds the preliminary total estimate contained herein by 20% or more, the increased cost must be approved by the Department prior to advertisement for bids. Extra work, requested subsequent to the contract letting, must also be approved by the Department prior to commencement of the extra work.

4. If any part of this agreement is found to be void and unenforceable, then the remaining provisions of this agreement shall remain in effect.
5. This agreement is not assignable without the prior written consent of the Department.
6. This agreement, and the attached Exhibit A and Exhibit B, constitutes the entire agreement between the Department and the Recipient. No representations, promises, or warranties have been made by either party that is not fully expressed in this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement which shall be effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below:

City: Grimes

By: _____ Date _____, _____

Title _____

I, _____, certify that I am the Clerk of the city of
Grimes, and that _____, who signed said
Agreement for and on behalf of the Recipient was duly authorized to execute the same by
virtue of a formal resolution duly passed and adopted by the Recipient, on the _____ day
of _____, _____.

Signed: _____ Date _____, _____
City Clerk of Grimes, Iowa

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

By: _____ Date _____, _____
Tony Gustafson, P.E.
District Engineer
District 1

EXHIBIT A

Standard Provisions for U-STEP or C-STEP Project Agreements

1. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
2. The project plans, specifications, and engineer's cost estimate for the project shall be prepared and certified by a registered Professional Engineer licensed in the State of Iowa. The Recipient shall submit the plans, specifications, and other contract documents to the Department for review and approval. If the project will be let by the Department, the most recent edition of the Iowa DOT Standard Specifications for Highway and Bridge Construction shall be used. The Recipient shall also follow the Department's letting procedures. If the project will be let by the Recipient, the project may utilize the Iowa DOT Standard Specifications for Highway and Bridge Construction, the Statewide Urban Design and Specifications, or specifications developed by the Recipient.
3. The Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers, or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit B.
4. The Recipient shall obtain agreements, as needed, from railroad and utility companies and shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, etc.
5. If right-of-way must be acquired for the project, the Recipient shall negotiate and secure the necessary right-of-way using the most appropriate of the following methods:
 - A. When right-of-way is to be acquired, before acquisition procedures are begun, the Recipient shall meet staff from the Department's Office of Right of Way (ROW) to assure compliance with the U.S. Code, the Iowa Code, and 761 Iowa Administrative Code (IAC) Chapter 111; and determine what parcels, if any, are to be acquired in the name of the Department and what parcels, if any, in the name of the Recipient.
 - B. Should eminent domain proceedings be required, the Recipient will condemn or appeal in the name of the Recipient or the Department, whichever applies. The project letting may not be held until the Recipient has certified that the right-of-way has been acquired. Upon completion of the acquisition for each parcel, all original documents for the acquisition shall be delivered to and become the property of the Department.
 - C. The Recipient will meet with the Department's Office of Right of Way staff to determine who shall be responsible for demolition and/or property management functions.
 - D. In accordance with 761 IAC Section 150.3(1)(b), the Recipient will be responsible for providing, without cost to the Department or the project, all right-of-way which involves dedicated streets or alleys, and other Recipient -owned lands, easements, and rights in land except park lands, subject to the condition that the Department will reimburse the Recipient for the value of improvements situated on said Recipient -owned lands if any. The Recipient has apprised itself of the value of these lands and, as a portion of its participation in the project, voluntarily agrees to make such lands available without further compensation.
6. The Recipient as well as its contractors, if any, agree to maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement and to make such materials available at their respective offices at reasonable times during the Agreement period and for 3 years from the date of the final payment under the Agreement, for inspection by the Department.

7. The Recipient shall be responsible for obtaining all applicable permits from the Department, such as the Right to Occupy and/or Perform Work Within the Department's Right-of-Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and/or other construction permits required for the project prior to advertisement for bids.
8. For projects let by the Department, the Recipient shall submit to the District an acceptable Project Development Certificate (Form 730002), plans, specifications, and cost estimate by the dates specified in the most current edition of Instructional Memorandum (I.M.) 3.010, Project Development Submittal Dates and Information. The Recipient shall also follow the Department's letting procedures. For projects let by the Recipient, the Project Development Certificate, plans, specifications, and cost estimate shall be submitted to the District at least 4 weeks prior to advertisement for bids.
9. Upon Department acceptance of the Project Development Certificate, final plans, proposal forms, specifications, and cost estimate, the Department will give the Recipient a written notice to proceed with the project. If the project will be let by the Recipient, advertisement for bids shall not be made until a written notice to proceed is received from the Department. After receiving the Department's approval, the Recipient shall advertise for bidders, hold a public letting, and provide adequate supervision for the construction work performed under the contract. The Recipient shall submit 2 copies of the bid tabulations and the letting documents to the Department for concurrence prior to formal action in the award of the contract.
10. If the Recipient lets the project, as described herein, the Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
11. The project must be let to contract within 2 years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 2 year deadline.
12. The Recipient will be responsible for the initial costs of the construction. The Recipient shall prepare and submit to the Department a detailed billing statement of materials, installation, and construction costs incurred by the Recipient. Billing statements may be submitted periodically during progress of the work. Design, inspection, and administration costs will be the responsibility of the Recipient. If said statement and documentation are in proper form, the Department will promptly reimburse the Recipient for eligible project costs, less a withholding equal to 5% of the State share of construction costs, taking into account the limitations as stated in the agreement. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the State funds withheld.
13. Signs and other traffic control devices necessary for construction of the project shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
14. If a detour is necessary, the Recipient will designate and sign the route at no cost to the project. The Department will cooperate if primary highways are involved.
15. Parking shall be prohibited on the minor street approaches for a distance of 35 feet in advance of the stop signs and/or crosswalks and on the exit sides of the minor streets for a distance of 35 feet beyond the stop signs and/or crosswalks. These parking restrictions shall go into effect at such time as the project is completed and opened to through traffic.

16. Upon completion of the project, the Recipient's engineer will certify that the project was completed in substantial compliance with the plans and specifications set out in this agreement before receiving final reimbursement of Department funds.
17. The Recipient shall provide to the Department 3 copies of the "as-built" project plans, within 6 months after the project is built.
18. The Recipient shall have ownership of traffic signals constructed with this project and shall operate them at its expense so long as signal protection is considered by either party as necessary at said location. If considered by both parties as no longer necessary at said location, the signals are to be removed by the Recipient at the Recipient's expense, and may be installed at another location acceptable to both parties and shall be owned and operated at the expense of the Recipient.
19. The Recipient shall submit a final detailed billing statement to the Department no later than 1 year after the date the Department concurs in the acceptance of the completed construction. If a final detailed billing statement is not submitted to the Department by the Recipient in the 1 year period, the Department will close the project's financial records without making additional reimbursement to the Recipient unless a time extension is requested. The time extension should be requested in writing by the Recipient and approved by the Department, at least 30 days prior to the 1 year deadline.
20. The Recipient agrees to indemnify, defend, and to hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
21. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the dispute. The Department and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.

EXHIBIT B

**UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS)**

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6159) or from its website at: <https://iowaeconomicdevelopment.com/tsb>.
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a. Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available from the Administering Bureau.
 - b. Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a. Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b. Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. Form 260017 "Checklist and Certification for the Utilization of TSBs" shall be filled out upon completion of each project, and sent to Iowa Department of Transportation, Civil Rights Bureau, 800 Lincoln Way, Ames, IA 50010: <https://forms.iowadot.gov/FormsMgt/External/260017.pdf>.



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

For Meeting of August 9, 2022

AGENDA HEADING: Streets Master Plan/Design Guide – Snyder & Associates, Inc. Professional Services Agreement.

SYNOPSIS: The City of Grimes has identified the need for traffic engineering services to develop a Streets Master Plan/Design Guide which will give City Staff tools to reference regarding the planning and design of the Grimes transportation network. The study will provide a Streets Master Plan building off the work done in the Comprehensive Plan, the enhancement of street design guidelines for various types of streets and the development of traffic calming and/or intersection traffic control guidance for collector streets.

Snyder & Associates has been providing traffic engineering expertise to Grimes for many years and staff feels very comfortable moving forward with them on this project. They are also currently serving as the City of Grimes on-call traffic engineer and are familiar with the transportation system from previous work. Additionally, they have also successfully developed this type of document for other communities in the Des Moines Metro Area.

FISCAL IMPACT: The total fee proposed for the engineering services is a not to exceed amount of \$60,000 based off hourly rates and fixed expenses. The funding source for this work will be out of the Road Use Tax engineering budget line item.

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff has reviewed this Professional Services Agreement and recommends approval by the City Council.

RESOLUTION TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No. 08-1322

WHEREAS, the City of Grimes (Grimes) needs to address transportation needs as developments expand the transportation network and develop a Streets Master Plan to create street design guidelines for various street types giving City Staff tools to reference regarding the planning and design of the Grimes transportation system; and,

WHEREAS, the engineering firm of Snyder & Associates, Inc. (Engineers), has substantial experience in traffic planning and engineering design, and is qualified to provide consulting services relating to the development of a Streets Master Plan/Design Guide; and,

WHEREAS, Engineers have proposed the attached Standard Professional Services Agreement that has a scope of work to be supplied by the Engineers and compensation to be paid by Grimes for their engineering services related to the Streets Master Plan/Design Guide;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the Standard Professional Services Agreement with the Engineers on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by a vote of ___ to ___ on the 9th day of August 2022, and approved by the Mayor on the 9th day of August, 2022.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
STREETS MASTER PLAN / DESIGN GUIDE

This Agreement is made and entered into this 9th day of August 2022, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and Snyder & Associates, Inc., party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

Services provided under this Agreement shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule below and in in coordination with the City staff. Staff has identified a general time frame to completion targeted for the end of December 2022 for the Streets Master Plan and Design Guide updates. Additional specific Subarea Corridor analysis will be dependent upon alignment with potential development activities. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, excluding any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 2.

I. Basic Services of the Consultant

a. Streets Master Plan / Design Guide \$ 60,000

B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

- C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

- A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City and shall also provide evidence of the following additional coverage.
- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company authorized to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company authorized to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. The insurance coverage shall not be reduced below these limits and the Consultant will notify the City of any erosion of the Policy Limits due to claims made. The coverage shall be maintained for a period of three (3) years after completion of the project. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.
- E. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its consultants, agents and subcontractors who perform work and/or services pursuant to the

provisions of this Agreement to meet the same insurance requirements as are required of the Consultant.

F. ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY: Except for Workers Compensation and Professional Liability, the policies providing the coverages specified in B and C above shall include the City of Grimes as Additional Insured and Governmental Immunities Endorsements.

G. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of Grimes
Attn: Matt Ahrens, P.E.
Title: City Engineer
Address: 410 SE Main Street, #102
City, State: Grimes, IA 50111

FOR THE CONSULTANT:

Name: Snyder & Associates, Inc.
Attn: Todd Knox, P.E.
Title: Project Manager
Address: 2727 SW Snyder Blvd.
City, State: Ankeny, IA 50023

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations and technical standards or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect

nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents, and employees (collectively, City) against all damages, liabilities, judgements or costs, including reasonable investigative fees, attorney's fees, and court costs, to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subcontractors, or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount

payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.

- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant. If the contract is not reinstated within six (6) months of suspension, it will be considered terminated, and the City will be under no obligation to make further payment under the Agreement.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement, if in the City's sole judgement, it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the

Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. If requested by the City, the Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. DISPUTE RESOLUTION

Should a dispute or conflict arise between the City and the Consultant during the design and construction of the Project, or following the completion of the Project, the City and the Consultant agree to submit the issues to formal non-binding mediation prior to exercising their right to commence litigation in a court of law. The parties shall each bear their own attorneys' fees, costs and expenses during mediation. The cost of the mediator shall be shared equally by the parties.

If a suit, action, arbitration or other legal proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party court costs provided by Iowa law and interest at the legal rate. The City and Consultant agree that the jurisdiction and venue for any legal proceeding arising from this Agreement are the Iowa District Court for Polk County.

22. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

23. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to affect the provisions and purposes of this Agreement.

24. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT
SNYDER & ASSOCIATES, INC.

CITY OF GRIMES

BY:  Digitally signed by David
N. Moeller, P.E.
Date: 2022.07.29
09:46:15-05'00'

Name: David N. Moeller, P.E.
Title: President

BY: _____
Scott Mikkelsen, Mayor

ATTEST

Name: _____
Title: _____

ATTACHMENT 1 - SCOPE OF SERVICES

The work to be performed by the *Consultant* under this agreement shall encompass and include detailed work, services, materials, equipment and supplies necessary to complete mapping, analysis, and documentation for the Streets Master Plan/Design Guide project.

I. GENERAL

The City of Grimes completed an update to the City of Grimes Comprehensive Plan in 2018 that included several action items related to the improvement of the transportation system throughout the City. Additionally, the City Council and City Staff continue to address transportation needs as developments come forward. This project will include the development of a Streets Master Plan building off the work done in the Comprehensive Plan, the development of street design guidelines for various street types, and the development of traffic calming design and/or intersection traffic control guidance for collector streets. The final deliverable for this project will include tools for City Staff to reference regarding the planning and design of the transportation network throughout Grimes and to work with City Council on planning and development activities.

II. BASIC SERVICES

A. Project Administration

1. Monthly progress reports to the City.
2. Monthly invoices.
3. Project coordination with the City, Iowa DOT, and the Des Moines Area MPO.
 - i. Coordination anticipated to be via e-mail correspondence
4. Meetings (4 meetings anticipated)
 - i. Kick-off Meeting with City Staff
 - ii. Meeting with City of Grimes Emergency Responders and Public Works - Collect feedback regarding various street design elements, primary response routes, etc.
 - iii. Review of preliminary documents
 - iv. Review of final documents
5. City Council presentation – assist staff with presentation information, present for Q&A as needed
6. Data Collection
 - i. Existing GIS mapping data
 - ii. City of Grimes Comprehensive Plan (2018) Street Network Mapping
 - iii. Current Federal Functional Classification Mapping (Iowa DOT / Des Moines Area MPO)
 - iv. Existing City of Grimes documentation that includes or references street design guidance
 - v. Traffic volumes per Iowa DOT, City, County sources and/or forecasts per Des Moines Area MPO and other recent study work

B. Major Streets Plan Update

1. The Major Streets Plan will be updated considering the previously developed mapping described in A.6 and refined to complete the street network to include Interstate / Primary Highways, Major and Minor Arterials, Major and Minor Collectors, and Local Streets.
2. Deliverables will include an updated Major Streets Plan in GIS and .pdf format with supporting documentation to describe the functionality of the street types.

C. Street Design Guidelines Update

1. The street design guidelines will be updated according to the street types described above. The guidelines will utilize the Iowa Statewide Urban Design and Specifications as well as other nationally recognized design guidance to develop design standards to accommodate safe and efficient use of streets by users of all ages and abilities.
2. Deliverables will include a new set of street design guidelines, including graphic interpretations of the street type cross sections, to be used by City Staff.

D. Traffic Calming and Intersection Toolbox

1. Design guidelines will be developed for various degrees of traffic calming for the Major and Minor Collector Street network. Guidelines will be developed for both retro-active solutions as well as pro-active solutions that could be considered with the construction of new facilities in the future.
2. Intersection traffic control alternative guidelines will be developed that could be considered with the construction of new facilities. Considerations for STOP, All Way STOP, Traffic Signal, and Roundabout treatments will be reviewed.
3. Associated costs will be developed for the various degrees of traffic calming and/or intersection treatment solutions for use in planning and prioritization by City Staff.
4. Deliverables will include a guidance document, including graphic interpretations of the various degrees of traffic calming/intersection traffic control alternatives, to be used by City Staff.

E. Subarea Corridor Considerations & Analysis

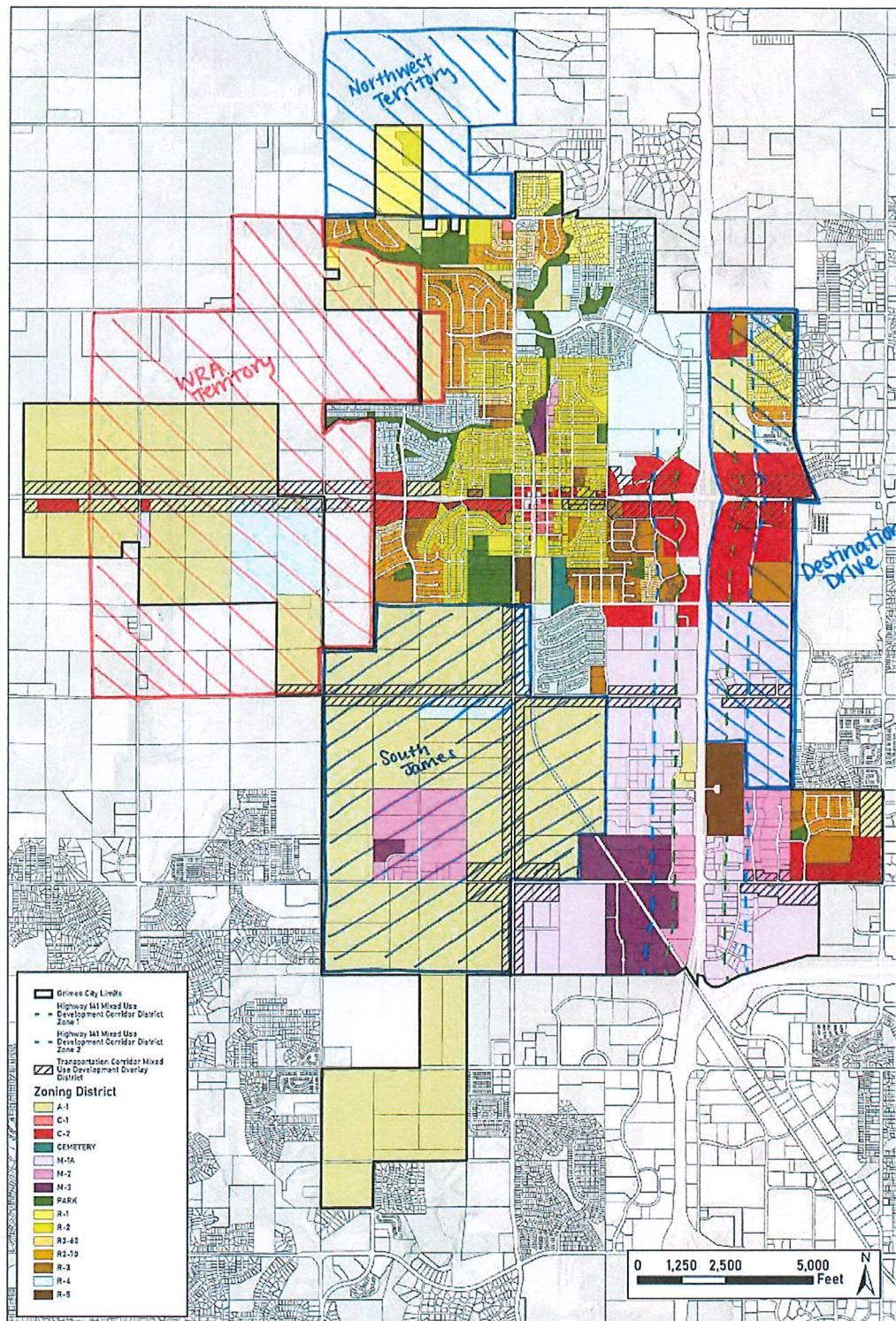
1. The City of Grimes is actively developing areas that will be focus of additional analysis to determine roadway alignments, cross sections, access spacing, and potential intersection treatments to prepare for development requests. Utilizing data collected the Consultant will provide planning level street alignments with cross sections and potential intersection treatments for the following four (4) areas. (See attached map provided by City)
 - i. Destination Drive Completion – SE 37th north to NE 18th/78th Ave (work from Fagen Development TIS will be incorporated for subarea north of E 1st Street to NE 18th)
 - ii. South James Area – south corporate limits along James to north of SE 19th St
 - iii. Northwest Territory - NW of County Line Road and NW 27th St
 - iv. WRA Planning Territory – western growth areas (WRA Route from WWTP, west through undeveloped area towards Urbandale)
2. More refined information for these sub areas will be incorporated into the plan or with supplemental analysis specific to the area as development needs define throughout plan work. Deliverables will include technical memorandums with supporting graphics and/or map exhibits as needed.

III. INFORMATION PROVIDED BY CITY

The City will assist be providing the following information to the *Consultant*:

1. GIS and digital aerial mapping (Polk/Dallas) as needed for background work
2. Current Zoning map and Comprehensive Plan Land Use Maps
3. Current Transportation plan maps per Comprehensive plan or other planning efforts
4. Other relevant mapping for existing/committed land use, park & recs, schools, or trail master plans
5. Related traffic/transportation studies in recent years – SW County Line Rd Corridor/Traffic Impact Study, S James Street Corridor Study, IA 44 Corridor Study
6. Des Moines MPO Travel Demand Model forecast outputs

Subarea Corridors Analysis Map (Per scope II. E.)



CITY OF
GRIMES

Zoning Map
December 9, 2021

ATTACHMENT 2 - SCHEDULE OF FEES

CONSULTANT'S CURRENT STANDARD HOURLY RATE SCHEDULE

SNYDER & ASSOCIATES, INC. 2022-23 STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal II	\$229.00	hour
Principal I	\$217.00	hour
Senior	\$198.00	hour
VIII	\$181.00	hour
VII	\$172.00	hour
VI	\$163.00	hour
V	\$152.00	hour
IV	\$141.00	hour
III	\$129.00	hour
II	\$116.00	hour
I	\$103.00	hour
Technical		
CADD, Survey, Construction Observation		
Lead	\$138.00	hour
Senior	\$132.00	hour
VIII	\$123.00	hour
VII	\$113.00	hour
VI	\$102.00	hour
V	\$92.00	hour
IV	\$83.00	hour
III	\$75.00	hour
II	\$69.00	hour
I	\$60.00	hour
Administrative		
II	\$71.00	hour
I	\$58.00	hour
Reimbursables		
Mileage	current IRS standard rate	
Outside Services	As Invoiced	

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the current standard mileage reimbursement established by the Internal Revenue Service.
3. Charges for outside services such as soils and materials testing, fiscal, legal will be billed at their invoice.
4. All other direct expenses will be invoiced at cost.



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

AGENDA MEMO

For Meeting of August 9, 2022

AGENDA HEADING: A Resolution Authorizing PFM Financial Advisors LLC to Provide Financial Advice.

SYNOPSIS: As Grimes continues to evaluate the potential membership of Central Iowa Water Works (CIWW). Staff would like to seek financial advice from PFM Financial Advisors to ensure a good financial decision is being made on behalf of the City.

FISCAL IMPACT:

Approximately \$25,000

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution.

GRIMES RESOLUTION NO 08-1422

RESOLUTION AUTHORIZING PFM FINACIAL ADVISORS LLC TO PROVIDE FINANCIAL
ADVICE.

WHEREAS, the City of Grimes has an interest in exploring the financial benefits of joining Central Iowa Water Works (CIWW), and

WHEREAS, PFM Financial Advisors LLC has submitted a contract proposal that appears to meet the needs of Grimes for financial advice.

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

1. That the City Council of Grimes agrees to the proposal offer by PFM Financial Advisors LLC, the terms of which are included in the attached 1) Municipal Advisor Engagement Letter; 2) Scope of Services, 3) Compensation for Services, 4) Disclosure of Conflicts of Interest and,
2. That the Mayor is authorized to execute these documents on behalf of the City of Grimes.

PASSED AND APPROVED this 9th day of August, 2022.

Mayor Scott Mikkelsen

By: _____

Attest: City Clerk Rochelle Williams

By: _____



July 20, 2022

Mr. Jake Anderson
City Administrator
City of Grimes
1700 Destination Drive,
Grimes, IA 50111

Dear Jake,

The purpose of this letter (this "Engagement Letter") is to confirm our agreement that PFM Financial Advisors LLC ("PFM") will act as financial advisor to the City of Grimes, Iowa (the "Client"). PFM will provide, upon request of Client, financial planning services and development of planning models, as applicable and set forth in Exhibit A to this Engagement Letter. Most tasks requested by Client will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task.

pfm

801 Grand
Suite 3300
Des Moines, IA 50309
515.243.2600

pfm.com

PFM is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. As of the date of this letter, Client has **not** designated PFM as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption."). Client agrees not to represent that PFM is Client's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, without PFM's prior written consent.

MSRB Rule G-42 requires that municipal advisors make written disclosures to its clients of all material conflicts of interest and certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM's disclosure statement delivered to Client together with this agreement.

PFM's services will commence as soon as practicable after the receipt of this Engagement Letter by Client and a request by Client for such service. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Engagement Letter. Services provided by PFM which are not included in the scope of services set forth in Exhibit A of this agreement shall be completed as agreed in writing in advance between Client and PFM. Upon request of Client, PFM or an affiliate of PFM may agree to additional services to be provided by PFM or an affiliate of PFM, by a separate agreement between Client and PFM or its respective affiliate.

For the services described in Exhibit A, PFM's professional fees will be paid as provided in Exhibit B. In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses, as outlined in Exhibit B, which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.

This Engagement Letter shall remain in effect unless canceled in writing by either party upon thirty (30) days written notice to the other party. PFM shall not assign any interest in this Engagement Letter or subcontract any of the work performed under this Engagement Letter without the prior written consent of Client; provided that upon notice to Client, PFM may assign this Engagement Letter or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, PFM.

All information, data, reports, and records ("Data") in the possession of Client or any third party necessary for carrying out any services to be performed under this Engagement Letter shall be furnished to PFM and Client shall, and shall cause its agent(s) to, cooperate with PFM in its conduct of reasonable due diligence in performing the services. To the extent Client requests that



PFM provide advice with regard to any recommendation made by a third party, Client will provide to PFM written direction to do so as well as any Data it has received from such third party relating to its recommendation. Client acknowledges and agrees that while PFM is relying on the Data in connection with its provision of the services under this agreement, PFM makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

All notices given under this Engagement Letter will be in writing, sent by email or registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the addresses on the first page of this Engagement Letter.

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Engagement Letter will be the property of Client. Subject to the preceding exception, upon termination of this Engagement Letter, PFM will deliver to Client copies of any and all material pertaining to this Engagement Letter.

The Des Moines office of PFM will provide the services set forth in this Engagement Letter. PFM may, from time to time, supplement or otherwise amend team members. Client has the right to request, for any reason, PFM to replace any member of the advisory staff. Should Client make such a request, PFM will promptly suggest a substitute for approval by Client.

PFM will maintain insurance coverage with policy limits not less than as stated in Exhibit C. Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Engagement Letter on the part of PFM or any of its associated persons, neither PFM nor any of its associated persons shall have liability to any person for any act or omission in connection with performance of its services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product or investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of PFM or any of its associated persons, upon any advice or recommendation provided by PFM to Client.

PFM, its employees, officers and representatives at all times will be independent contractors and will not be deemed to be employees, agents, partners, servants and/or joint ventures of Client by virtue of this Engagement Letter or any actions or services rendered under this Engagement Letter.

This Engagement Letter represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by PFM.

Please have an authorized official of Client acknowledge receipt of this Engagement Letter and respond to us to acknowledge the terms of this engagement.

Sincerely,

PFM FINANCIAL ADVISORS LLC

Jon Burmeister
Managing Director



EXHIBIT A SCOPE OF SERVICES

PFM shall provide, upon request of Client, municipal advisory services related to the financial planning and development of planning models, examples of which, not intended to be exclusive, are set forth as follows:

- Review of Client's audited financial statements.
- Review current and projected financial status and capacity of Client.
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to optimize ability to finance future capital needs.
 - This will include, but is not limited to, reviewing existing debt for the possibility of refunding that debt to provide Client with savings.
- Review capital improvement plan and review funding sources for the capital projects.
- Development and preparation of Water Enterprise Fund financial and capital planning model
- Develop financial options analyses (using financial and capital planning models listed above):
 - Analysis of the existing financial arrangements
 - Identify & analyze financing alternatives and debt structuring options
 - Develop scenarios
 - Analyze and compare to objectives/constraints
 - Evaluation of alternative security structures
 - Evaluation of alternative funding and financing approaches
 - Sensitivity analysis
- Assist Client with the development of Client's financial plan by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.
- Develop preliminary financial plan objectives:
 - Review and revise with staff
 - Presentation and review with City Council
 - Assist with financial plan review and approval (as appropriate)
- Review and comment on any assumptions used by other consultants that have financial implications to the City.
- Attend meetings with Client's staff, consultants and other professionals.



EXHIBIT B
COMPENSATION FOR SERVICES

1. Retainer

For financial planning services and development of planning models, PFM shall receive an estimated fee in the amount of approximately \$25,000, payable upon completion of the scope of services as articulated in Exhibit A. PFM will account for its hours which will be accumulated through performing the scope of services and apply the hourly rates as articulated below. PFM has estimated that the scope of services could require an estimated 100 to 150 hours. If this estimation changes materially, PFM will notify the Client to determine a mutually agreeable revision.

2. Hourly Project Fees (Non-Transaction Related)

In the event Client requests that PFM perform significant special projects, fees will be negotiated in advance of the project. Fees will be generally based upon the following hourly rates for the indicated levels of experience or their equivalents.

<u>Experience Level</u>	<u>Hourly Rate</u>
Managing Director	\$250.00
Director	\$225.00
Senior Managing Consultant	\$200.00
Senior Analyst	\$180.00
Analyst	\$150.00
Associate	\$125.00

3. Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, printing, telephone, postage and other ordinary costs which are incurred by PFM. Appropriate documentation can be provided. PFM doesn't anticipate any material reimbursable expenses at this time.



EXHIBIT C
INSURANCE STATEMENT

PFM has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains professional liability and fidelity bond coverages which total \$5 million and \$5 million single loss/ \$10 million aggregate, respectively. PFM also carries a \$5 million cyber liability policy.

Our Professional Liability policy is a "claims made" policy and our General Liability policy claims would be made by occurrence.

1. Deductibles/SIR:

Automobile \$100 comprehensive & \$1,000 collision
Cyber Liability \$100,000
General Liability \$0
Professional Liability (E&O) \$200,000
Financial Institution Bond \$50,000

2. Insurance Company & AM Best Rating

Professional Liability (E&O)	Lloyds of London; (A; Stable)
	AXIS Surplus Insurance Company; (A; Stable)
Financial Institution Bond	Berkley Regional Insurance Company; (A+; Stable)
Cyber Liability	Greenwich Insurance Company (A+; Stable)
General Liability	Valley Forge Insurance Company; (A; Stable)
Automobile Liability	Continental Insurance Company; (A; Stable)
Excess/Umbrella Liability	Continental Insurance Company; (A; Stable)
Workers Compensation & Employers Liability	Continental Insurance Company; (A; Stable)

**DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER
IMPORTANT MUNICIPAL ADVISORY INFORMATION
PFM Financial Advisors LLC**

I. Introduction

PFM Financial Advisors LLC and PFM Swap Advisors LLC (hereinafter, referred to as “We,” “Us,” or “Our”) are registered municipal advisors with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. In accordance with MSRB rules, this disclosure statement is provided by Us to each client prior to the execution of its advisory agreement with written disclosures of all material conflicts of interests and legal or disciplinary events that are required to be disclosed with respect to providing financial advisory services pursuant to MSRB Rule G-42(b) and (c) (ii). We employ a number of resources to identify and subsequently manage actual or potential conflicts of interest in addition to disclosing actual and potential conflicts of interest provided herein.

How We Identify and Manage Conflicts of Interest

Code of Ethics. The Code requires that all employees conduct all aspects of Our business with the highest standards of integrity, honesty and fair dealing. All employees are required to avoid even the appearance of misconduct or impropriety and avoid actual or apparent conflicts of interest between personal and professional relationships that would or could interfere with an employee’s independent exercise of judgment in performing the obligations and responsibilities owed to a municipal advisor and Our clients.

Policies and Procedures. We have adopted policies and procedures that include specific rules and standards for conduct. Some of these policies and procedures provide guidance and reporting requirements about matters that allows Us to monitor behavior that might give rise to a conflict of interest. These include policies concerning the making of gifts and charitable contributions, entertaining clients, and engaging in outside activities, all of which may involve relationships with clients and others that are important to Our analysis of potential conflicts of interest.

Supervisory Structure. We have both a compliance and supervisory structure in place that enables Us to identify and monitor employees’ activities, both on a transaction and Firm-wide basis, to ensure compliance with appropriate standards. Prior to undertaking any engagement with a new client or an additional engagement with an existing client, appropriate municipal advisory personnel will review the possible intersection of the client’s interests, the proposed engagement, Our engagement personnel, experience and existing obligations to other clients and related parties. This review, together with employing the resources described above, allows Us to evaluate any situations that may be an actual or potential conflict of interest.

Disclosures. We will disclose to clients those situations that We believe would create a material conflict of interest, such as: 1) any advice, service or product that any affiliate may provide to a client that is directly related to the municipal advisory work We perform for such client; 2) any payment made to obtain or retain a municipal advisory engagement with a client; 3) any fee-splitting arrangement with any provider of an investment or services to a client; 4) any conflict that may arise from the type of compensation arrangement We may have with a client; and 5) any other actual or potential situation that We are or become aware of that might constitute a material conflict of interest that could reasonably expect to impair Our ability to provide advice to or on behalf of clients consistent with regulatory requirements. If We identify such situations or circumstances, We will prepare meaningful disclosure that will describe the implications of the situation and how We intend to manage the situation. We will also disclose any legal or disciplinary events that are material to a client’s evaluation or the integrity of Our management or advisory personnel. We will provide this disclosure (or a means to access this information) in writing prior to starting Our proposed engagement and will provide such additional information or clarification as the client may request. We will also advise Our clients in writing of any subsequent material conflict of interest that may arise, as well as the related implications, Our plan to manage that situation, and any additional information such client may require.

II. General Conflict of Interest Disclosures

Disclosure of Conflicts Concerning the Firm’s Affiliates

Our affiliates offer a wide variety of financial services, and Our clients may be interested in pursuing services separately provided by an affiliate. The affiliate’s business with the client could create an incentive for Us to recommend a course of action designed to increase the level of the client’s business activities with the affiliate or to recommend against a course of

action that would reduce the client's business activities with the affiliate. In either instance, We may be perceived as recommending services for a client that are not in the best interests of Our clients, but rather are in Our interests or the interests of Our affiliates. Accordingly, We mitigate any perceived conflict of interest that may arise in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances. Further, We receive no compensation from Our affiliates with respect to a client introduction or referral. If a client chooses to work with an affiliate, We require that the client consult and enter into a separate agreement for services, so that the client can make an independent, informed, evaluation of the services offered.

Disclosure of Conflicts Related to the Firm's Compensation

From time to time, We may be compensated by a municipal advisory fee that is or will be set forth in an agreement with the client to be, or that has been, negotiated and entered into in connection with a municipal advisory service. Payment of such fee may be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal or par amount of municipal securities or municipal financial product. While this form of compensation is customary in the municipal securities market, it may be deemed to present a conflict of interest since We may appear to have an incentive to recommend to the client a transaction that is larger in size than is necessary. Further, We may also receive compensation in the form of a fixed fee arrangement. While this form of compensation is customary, it may also present a potential conflict of interest, if the transaction requires more work than contemplated and We are perceived as recommending a less time consuming alternative contrary to the client's best interest so as not to sustain a loss. Finally, We may contract with clients on an hourly fee bases. If We do not agree on a maximum amount of hours at the outset of the engagement, this arrangement may pose a conflict of interest as We would not have a financial incentive to recommend an alternative that would result in fewer hours. We manage and mitigate all of these types of conflicts by disclosing the fee structure to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances.

Disclosure Concerning Provision of Services to State and Local Government, and Non-Profit Clients

We regularly provide financial advisory services to state and local governments, their agencies, and instrumentalities, and non-profit clients. While Our clients have expressed that this experience in providing services to a wide variety of clients generally provides great benefit for all of Our clients, there may be or may have been clients with interests that are different from (and adverse to) other clients. If for some reason any client sees Our engagement with any other particular client as a conflict, We will mitigate this conflict by engaging in a broad range of conduct, if and as applicable. Such conduct may include one or any combination of the following: 1) disclosing the conflict to the client; 2) requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, including the client's needs, objectives and financial circumstances; 3) implementing procedures that establishes an "Informational Bubble" that creates physical, technological and procedural barriers and/or separations to ensure that non-public information is isolated to particular area such that certain governmental transaction team members and supporting functions operate separately during the course of work performed; and 4) in the rare event that a conflict cannot be resolved, We will withdraw from the engagement.

Disclosure Related to Legal and Disciplinary Events

As registered municipal advisors with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, Our legal, disciplinary and judicial events are required to be disclosed on Our forms MA and MA-I filed with the SEC, in '**Item 9 Disclosure Information**' of form MA, '**Item 6 Disclosure Information**' of form MA-I, and if applicable, the corresponding disclosure reporting page(s) ("DRP"). To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access PFM Financial Advisors LLC filed forms MA and MA-I on the SEC's Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed, at:

PFM Financial Advisors LLC –

<http://www.sec.gov/cgi-bin/browse-edgar?company=PFM+Financial&owner=exclude&action=getcompany>

III. Specific Conflicts of Interest Disclosures – City of Grimes, Iowa

To Our knowledge, following reasonable inquiry, We make the additional disclosure(s) of actual or potential conflicts of interest cited below in connection with the municipal advisory services currently being contemplated for client.

We currently serve as a municipal advisor to certain overlapping and surrounding entities including Adel, Altoona, Ankeny, Bondurant, Carlisle, Clive, Cumming, Des Moines, Elkhart, Johnston, Norwalk, Pleasant Hill, Polk City, Van Meter, Waukee and West Des Moines; Waukee Community School District, Des Moines Metropolitan Wastewater Reclamation Authority, Des Moines Airport Authority, Des Moines Area Regional Transit Authority, Metro Waste Authority, Urbandale Sanitary Sewer District, Urbandale Water Utility, West Des Moines Water Works and the State of Iowa. We do not anticipate this to create a conflict of interest nor to impede Our ability to fulfill Our fiduciary duty to City of Grimes, Iowa.

From time to time We may represent a Municipal Entity client and an Obligated Person on the same side of a transaction. This situation may present a potential conflict of interest if Our fiduciary duty to the Municipal Entity and duty of care owed to the Obligated Person represent competing interests. Accordingly, We mitigate this conflict of interest by disclosing it to clients, requiring separately negotiated agreements between Us and each client, and requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances. We currently serve as municipal advisor to the Iowa Finance Authority who is the lender on all State Revolving Fund loans. We do not anticipate this to create a conflict of interest nor to impede Our ability to fulfill Our fiduciary duty to City of Grimes, Iowa.

IV. Municipal Advisory Complaint and Client Education Disclosure

The MSRB protects state and local governments and other municipal entities and the public interest by promoting fair and efficient municipal securities markets. To that end, MSRB rules are designed to govern the professional conduct of brokers, dealers, municipal securities dealers and municipal advisors. Accordingly, if you as municipal advisory customer have a complaint about any of these financial professionals, please contact the MSRB's website at www.msrb.org, and consult the MSRB's Municipal Advisory Client brochure. The MSRB's Municipal Advisory Client brochure describes the protections available to municipal advisory clients under MSRB rules and describes the process for filing a complaint with the appropriate regulatory authority.

PFM's Financial Advisory services are provided by PFM Financial Advisors LLC. PFM's Swap Advisory services are provided by PFM Swap Advisors LLC. Both entities are registered municipal advisors with the MSRB and SEC under the Dodd Frank Act of 2010.



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

AGENDA MEMO

For Meeting of August 9, 2022

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – WRA Homes by Bohrofen Dallas Property

SYNOPSIS:

With the development of the plans for Grime WRA Connector Project, it has been determined that certain easements will be necessary in order to construct the project.

A compensation estimate has been prepared for the easement, and an offer made to the property owner. The offer indicates that the City will pay a total of \$110,000 for the permanent and temporary easements.

The owner has reviewed the offer and accepted it.

FISCAL IMPACT:

Total Cost = \$110,000

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. 08-1522

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – WRA
BOHROFEN DALLAS PROPERTY

WHEREAS, the City of Grimes is developing plans to construct the Grimes WRA Connector Project (the “Project”) and has determined that certain easements are necessary in order to construct the Project; and

WHEREAS, the City of Grimes has extended an Offer to Purchase and Agreement (the “Offer”), provided as Exhibit A, to the property owner (the “Owner”); and

WHEREAS, the Owner has reviewed the Offer and has accepted the Offer.

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

That, the Offer to Purchase Easement and Agreement is approved by the Grimes City Council, and the Mayor is authorized to execute, on behalf of the City of Grimes, such documents as are necessary and appropriate to effectuate the terms pursuant to the Offer, including, without limitation, any agreements, easements or other documents, and the City Clerk is authorized to attest to their signatures.

PASSED AND APPROVED this 9th day of August 2022.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

Page 1

PARCEL NO. 120110005, 120110004, 120110003
 PROJECT NO. N/A

COUNTY: Dallas
 PROJECT NAME: Grimes WRA Connector Project

TO: J. Dennis Bohrofen

On this 29th day of June, 2022, the City of Grimes, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy the real estate situated in Dallas County, Iowa, and legally described on the attached **Easement Exhibit**. **This offer shall terminate on 30 days from offer date.** If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises as described on EXHIBIT A and which include the following buildings, improvements and other property: **LAND ONLY**. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>110,000</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>

\$ 110,000 TOTAL LUMP SUM

BREAKDOWN:	ac. = acres / sq.ft. = square feet	
Land by Fee Title	<u>0</u> sq.ft.	<u>\$ 0.00</u>
Underlying Fee Title	<u>0</u> sq.ft.	<u>\$ 0.00</u>
Permanent Easement	<u>116,284</u> sq.ft.	<u>\$ 105,000</u>
Temporary Easement(s)	<u>299,801</u> sq.ft.	<u>\$ 5,000</u>
Landscaping/Other		<u>\$ 0.00</u>
Total		<u>\$ 110,000</u>
Additional Damages	<u>None</u>	

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

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: Ed Schaefer
5. Each page and each attachment is by this reference made part hereof.
6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: None
7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.
9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.
10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa.
12. BUYER hereby agrees to additionally warrant the project against any defects against the property as a result of the project for a period of one year following the completion and acceptance of the project. Defects may include, but are not limited to insufficient seeding/stabilization or settling of the property within the easement.
13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: None
14. BUYER shall be responsible for the removal and relocation of any fences.
15. BUYER shall be responsible for all restoration disturbed area within the easements.
16. SELLER agrees to cooperate with BUYER in removing liens and encumbrances in order to convey marketable title to BUYER in conformity with Iowa law and the Title Standards of the Iowa State Bar Association. If possession and conveyance are delayed due to SELLER's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. SELLER understands that if necessary property rights cannot be acquired by voluntary purchase, BUYER may initiate action to acquire the property interests contemplated in this Agreement under power of eminent domain.
17. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the conveyance documents for this purpose.
18. This Agreement shall not be binding until it has received the final approval by Resolution of the Grimes City Council.
19. GENERAL PROVISIONS.
 - a. This Agreement contains the entire agreement of the parties and no waiv-er, modification, release, or cancellation of this Agreement or any portion of this Agree-ment shall be binding unless evidenced by writing.
 - b. This Agreement shall be binding on the heirs, personal representatives, assigns, and successors of the parties.
 - c. This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X J. Dennis Bohrofen X
 By: J. Dennis Bohrofen By: _____
 Marital Status: not married Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
 COUNTY OF Pole } ss:

On this 28 day of July, A.D. 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

J. Dennis Bohrofen,
 _____,
 or ✓ to me personally known
 _____ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Rochelle Williams (Sign in Ink)
Rochelle Williams (Print/Type Name)
 Notary Public in and for the State of _____

CAPACITY CLAIMED**BY SIGNER:**

INDIVIDUAL
CORPORATE

Title(s) of Corporate Officer(s): _____

Corporate Seal is affixed
No Corporate Seal procured
PARTNER(s): General Partnership
ATTORNEY-IN-FACT
EXECUTOR(s) or TRUSTEE(s)
GUARDIAN(s) or CONSERVATOR(s)
OTHER:

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies) _____

BUYER'S APPROVAL

Signed by: Scott Mikkelsen (Date) _____

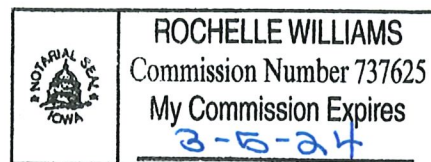
Attested by: Rochelle Williams (Date) _____

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
 COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Grimes, Iowa and who did say that said instrument was signed on behalf of City by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

 Notary Public in and for the State of Iowa



PERMANENT EASEMENT FOR SANITARY SEWER RIGHT-OF-WAY

J. Dennis Bohrofen (hereinafter referred to as the "Grantor"), in consideration of One Hundred Five Thousand and 00/100 Dollars (\$105,000.00) to be paid by the City of Grimes, Iowa, does/do hereby convey unto the City of Grimes, Iowa (hereinafter "Grantee" or "City"), a Permanent Easement Sanitary Sewer Right-of-Way under, over, through and across the following described property:

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

Which property is also described and depicted on the plat attached hereto as Exhibit "A "

(hereinafter referred to as the "Easement Area") for all activities related to the purpose of Grantee constructing, reconstructing, repairing, enlarging and maintaining a sanitary sewer, together with the necessary appurtenances thereto, under, over and through said Easement Area.

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

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written approval of the Grantee.
2. **PLANTINGS.** The planting of trees and shrubs is prohibited within the Easement Area.
3. **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.
4. **RIGHT OF ACCESS.** The Grantee, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the Grantee, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to

or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal of any unauthorized plantings or structures placed or erected within the Easement Area; (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area; and (5) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area. This right of access shall begin on the date that Grantor executes this document.

5. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns and on Grantee's successors and assigns. Grantee may choose to quit claim all its interest in the property interests and sewer to the Des Moines Metropolitan Wastewater Reclamation Authority ("WRA") upon completion of the project and acceptance of the Grimes Connector Sewer by the WRA.
6. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received final approval and acceptance by the Grimes City Council by Resolution, which approval and acceptance shall be noted on this Easement.
7. **SPECIAL PROVISIONS.** None.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Easement by Title in Fee Simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

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.

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.

The remainder of this page is intentionally left blank.

Signed this 28th day of July, 2022.

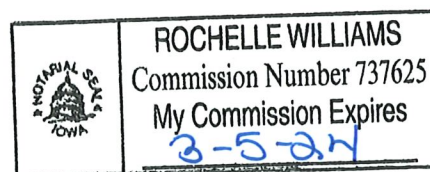
J. Dennis Bohrofen
J. Dennis Bohrofen

STATE OF Iowa
) SS.

COUNTY OF Polk

On this 28 day of July, 2022, before me, the undersigned personally appeared J. Dennis Bohrofen, 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.

Rochelle Williams
Notary Public in and for the State of Iowa



ACCEPTANCE BY GRANTEE:

APPROVAL AND ACCEPTANCE:

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 _____ and _____, 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 the authority of its City Council, under Roll Call No. ____ - ____ of the City Council on the ____ day of _____, 20____, and that _____ and _____ 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

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 00°20'40" WEST ALONG THE EAST LINE OF SAID NORTHWEST FRACTIONAL QUARTER, 74.98 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" WEST, 159.64 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 01°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 2.67 ACRES (116,284 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
MICHAEL A. BROONER, P.L.S.

3-7-2022
DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL:

SHEETS 1-3

REVISED 03-07-2022

1
3
2001.043

PT. NW FRAC. 1/4
SECTION 1-79-26
EASEMENT PLAT

GRIMES, IOWA



CIVIL DESIGN ADVANTAGE

3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410

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

S89°52'00"W 2637.01'M
S89°51'59"W 2637.15'R

W 1ST STREET

S00°20'40"W 74.98'
N90°00'00"W 159.64'

NW COR
SEC. 1-79-26
FND ALUM IDOT DISC

ROADWAY
EASEMENT

NE 1/4 NW 1/4
SEC. 1-79-26

S02°45'33"W 360.90'

POINT OF BEGINNING
9.98' SOUTH OF FND
IDOT ROW MARKER

S88°50'34"W
429.78'

S02°16'05"W 464.93'

my plat choice
J. D. B.
7-25-22

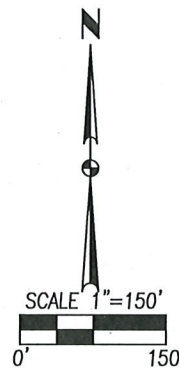
NW 1/4 NE 1/4
SEC. 1-79-26

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



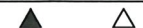
LEGEND

SECTION CORNER AS NOTED
1/2" REBAR, YELLOW PLASTIC CAP#15980
(UNLESS OTHERWISE NOTED)

MEASURED BEARING & DISTANCE
RECORDED BEARING & DISTANCE

SECTION LINE
PROPERTY LINE

FOUND SET



M

R

SHEET 3 OF 3

PERPETUAL EASEMENT 116,284 SQ. FT.

2/3
2001.043

PT. NW FRAC. 1/4
SECTION 1-79-26
EASEMENT PLAT



3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111

PH: (515) 369-4400 Fax: (515) 369-4410

TEMPORARY EASEMENT FOR CONSTRUCTION AND CONSTRUCTION-RELATED ACTIVITIES

J. Dennis Bohrofen (hereinafter referred to as the "Grantor"), in consideration of Five Thousand and 00/100 Dollars (\$5,000) to be paid by the City of Grimes, Iowa (hereinafter referred to as the "Grantee" or "City"), upon final approval and acceptance of this Easement by the City Council of the City of Grimes, Iowa, does/do hereby convey unto the City of Grimes, Iowa, a Temporary Easement for Construction and Construction-Related Activities under, over, through and across the following described property.

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

Which property is also described and depicted on the plat attached hereto as Exhibit " A "

(hereinafter referred to as the "Easement Area") Said Easement allows the Grantee, its agents, contractors and employees, and other permitted parties including but not limited to electric, cable and telecommunications utilities and their respective agents, contractors and employees, a right of entry in, upon and onto the above described Easement Area for the Grimes WRA Connector Project ("Project"), which purpose includes any and all construction-related activities, and includes but is not limited to the following: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) trimming and/or removal of trees and landscaping within or encroaching upon the Easement Area; (4) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area; (5) laying, constructing, maintaining, operating, repairing and removing underground conduit, wires, cables, poles, guys, guy stubs, anchors and other necessary equipment incident thereto (including but not limited to transformers, switchgears, capacitors and other associated surface mounted equipment); and (6) soil and groundwater analysis and related requirements.

It is understood that, upon completion of this Project, the Grantee shall restore the Easement Area to its original condition as reasonably possible, including but not limited to restoration of lawns by sodding or seeding, replacement of concrete or asphalt driveways removed for grading or access purposes, and replacement of fences or other structures that may be removed or damaged by the Grantee and/or permitted parties during the course of construction, except that the following items shall not be restored by the Grantee or permitted parties but are instead compensated for the consideration paid for in this Easement by the Grantee as set forth above. (List items below or state "none").

None

It is further understood that the consideration set forth in this Easement shall constitute full and adequate compensation for damages to the above listed items.

It is further understood that the foregoing Easement and release shall be null and void and of no effect whatsoever unless accepted by the Grantee and shall be subject to the following terms and conditions to which the Grantee, upon acceptance of this instrument by the Grantee, shall be deemed and to have stipulated and agreed:

1. **DURATION.** It is understood and agreed that this Easement allowing entry in, upon and onto the Easement Area described shall be in effect beginning on the date that the Grantor signs this document until completion of construction of this improvement above described and the Grantee's performance of its obligation hereunder. This Easement shall be binding on Grantor and on Grantor's successors and assigns during construction of this improvement.
2. **GRANTOR'S REPRESENTATION AS TO TENANTS.**

The Grantor states and warrants that there are no tenants on the property where the Property Interests are located, except as listed below:

None

Furthermore, Grantor shall convey the Property free and clear of leasehold interests and leasehold claims and shall indemnify Grantee against any such claims as a result of this Project, unless the claim is due to Grantee's gross negligence.

3. **REMOVAL OF EQUIPMENT.** It is further understood and agreed that the Grantee and/or permitted parties will remove all of said materials and equipment from the above-described premises within 10 days after the above described Project has been completed.
4. **SPECIAL PROVISIONS.** NONE.

Signed this 28~~th~~ day of July, 2022.

J. Dennis Bohrofen
J. Dennis Bohrofen

STATE OF Iowa
) SS.

COUNTY OF Polk

On this 28 day of July, 2022 before me, the undersigned personally appeared J. Dennis Bohrofen, 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.

Rochelle Williams
Notary Public in and for the State of Iowa



ACCEPTANCE BY GRANTEE:

APPROVAL AND ACCEPTANCE:

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 _____ and _____, 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 the authority of its City Council, under Roll Call No. ____ - ____ of the City Council on the ____ day of _____, 20____, and that _____ and _____ 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

EASEMENT PLAT

FOR TEMPORARY CONSTRUCTION EASEMENT
BEING CONVEYED TO THE 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

TEMPORARY CONSTRUCTION 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 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 1; THENCE SOUTH 00°23'53" WEST ALONG THE EAST LINE OF SAID NORTHWEST FRACTIONAL QUARTER, 65.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°23'53" WEST ALONG SAID EAST LINE, 60.00 FEET; THENCE SOUTH 89°52'00" WEST, 101.64 FEET; THENCE SOUTH 02°45'33" WEST, 369.50 FEET; THENCE SOUTH 88°50'34" WEST, 414.26 FEET; THENCE SOUTH 02°16'05" WEST, 409.32 FEET; THENCE NORTH 87°43'55" WEST, 24.99 FEET; THENCE SOUTH 01°21'50" WEST, 889.92 FEET; THENCE SOUTH 49°57'01" WEST, 404.13 FEET; THENCE SOUTH 28°04'21" WEST, 365.47 FEET; THENCE SOUTH 42°14'10" WEST, 431.91 FEET; THENCE SOUTH 01°01'23" EAST, 367.07 FEET TO THE SOUTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH 88°46'57" WEST ALONG SAID SOUTH LINE, 100.00 FEET; THENCE NORTH 01°01'23" WEST, 407.06 FEET; THENCE NORTH 42°14'10" EAST, 459.14 FEET; THENCE NORTH 28°04'21" EAST, 372.38 FEET; THENCE NORTH 49°57'01" EAST, 378.32 FEET; THENCE NORTH 01°21'50" EAST, 846.36 FEET; THENCE NORTH 87°43'55" WEST, 24.99 FEET; THENCE NORTH 02°16'05" EAST, 400.34 FEET; THENCE NORTH 88°50'34" EAST, 15.03 FEET; THENCE NORTH 02°16'05" EAST, 120.21 FEET; THENCE NORTH 88°50'34" EAST, 430.26 FEET; THENCE NORTH 02°45'33" EAST, 311.45 FEET TO THE SOUTH RIGHT OF WAY LINE OF WEST 1ST STREET; THENCE NORTH 89°52'00" EAST, 219.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.55 ACRES (416,085 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.

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 TEMPORARY CONSTRUCTION EASEMENT
BEING CONVEYED TO THE CITY OF GRIMES

NORTH 1/4 COR
SEC. 1-79-26
FND ALUM IDOT DISC

S89°52'00"W 2637.01'M
S89°51'59"W 2637.15'R

POINT OF COMMENCEMENT

S0°23'53"W
65.01'

W. 1ST STREET / IA 44

POINT OF BEGINNING
N89°52'00"E 219.32'

NW COR
SEC. 1-79-26
FND ALUM IDOT DISC

NE 1/4 NW 1/4
SEC. 1-79-26

N02°16'05"E 120.21'

N88°50'34"E 430.26'

N02°45'33"E 311.45'

60'

120'

S02°45'33"W 369.50'

FND IDOT
ROW MARKER

N88°50'34"E 15.03'

S88°50'34"W 414.26'

S89°52'00"W 101.64'

S00°23'53"W 60.00'

N02°16'05"E 400.34'

150'

S02°16'05"W 409.32'

TEMPORARY
CONSTRUCTION
EASEMENT

NE 1/4 NW 1/4
SEC. 1-79-26

NW 1/4 NE 1/4
SEC. 1-79-26

N87°43'55"W 24.99'

N87°43'55"W 24.99'

N00°26'29"E 1746.09'

N01°21'50"E 846.36'

S01°21'50"W 889.92'

100'

GRID NORTH
IOWA STATE PLANE
COORDINATE SYSTEM
SOUTH ZONE



SCALE 1"=150'
0' 150'

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

FOUND SET

▲ △
● ○

M

R

TEMPORARY EASEMENT 416,085 SQ. FT.

SHEET 3 OF 3



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

AGENDA MEMO

For Meeting of August 9, 2022

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – WRA Homes by Bohrofen Polk Property

SYNOPSIS:

With the development of the plans for Grime WRA Connector Project, it has been determined that certain easements will be necessary in order to construct the project.

A compensation estimate has been prepared for the easement, and an offer made to the property owner. The offer indicates that the City will pay a total of \$55,000 for the permanent and temporary easements, as well as consideration for submitting voluntary annexation applications.

The owner has reviewed the offer and accepted it.

FISCAL IMPACT:

Total Cost = \$55,000

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. 08-1622

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – WRA
BOHROFEN POLK PROPERTY

WHEREAS, the City of Grimes is developing plans to construct the Grimes WRA Connector Project (the “Project”) and has determined that certain easements are necessary in order to construct the Project; and

WHEREAS, the City of Grimes has extended an Offer to Purchase and Agreement (the “Offer”), provided as Exhibit A, to the property owner (the “Owner”); and

WHEREAS, the Owner has reviewed the Offer and has accepted the Offer.

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

That, the Offer to Purchase Easement and Agreement is approved by the Grimes City Council, and the Mayor is authorized to execute, on behalf of the City of Grimes, such documents as are necessary and appropriate to effectuate the terms pursuant to the Offer, including, without limitation, any agreements, easements or other documents, and the City Clerk is authorized to attest to their signatures.

PASSED AND APPROVED this 9th day of August 2022.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

Page 1

PARCEL NO. 24000503000000COUNTY: PolkPROJECT NO. N/APROJECT NAME: Grimes WRA Connector ProjectTO: J. Dennis Bohrofen

On this 29th day of June, 2022, the City of Grimes, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy the real estate situated in Polk County, Iowa, and legally described on the attached **Easement Exhibit**. **This offer shall terminate on 30 days from offer date.** If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises as described on EXHIBIT A and which include the following buildings, improvements and other property: **LAND ONLY**. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.

PAYMENT AMOUNT

AGREED PERFORMANCE

DATE

\$ _____

on right of possession

\$ _____

on conveyance of title

\$ _____

on surrender of possession

\$ 55,000

on possession and conveyance

Within 30 Days of BUYER Approval

\$ 55,000

TOTAL LUMP SUM

BREAKDOWN:

ac. = acres / sq.ft. = square feet

Land by Fee Title

0 sq.ft.\$ 0.00

Underlying Fee Title

0 sq.ft.\$ 0.00

Permanent Easement

31,260 sq.ft.\$ 24,500

Temporary Easement(s)

36,529 sq.ft.\$ 500.00

Landscaping/Other

Annexation

\$ 30,000

Total

\$ 55,000Additional Damages None

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

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: Ed Schaefer
5. Each page and each attachment is by this reference made part hereof.
6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: None
7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.
9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.
10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa.
12. BUYER hereby agrees to additionally warrant the project against any defects against the property as a result of the project for a period of one year following the completion and acceptance of the project. Defects may include, but are not limited to insufficient seeding/stabilization or settling of the property within the easement.
13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: None
14. BUYER shall be responsible for the removal and relocation of any fences.
15. BUYER shall be responsible for all restoration disturbed area within the easements.
16. SELLER agrees to cooperate with BUYER in removing liens and encumbrances in order to convey marketable title to BUYER in conformity with Iowa law and the Title Standards of the Iowa State Bar Association. If possession and conveyance are delayed due to SELLER's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. SELLER understands that if necessary property rights cannot be acquired by voluntary purchase, BUYER may initiate action to acquire the property interests contemplated in this Agreement under power of eminent domain.
17. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the conveyance documents for this purpose.
18. This Agreement shall not be binding until it has received the final approval by Resolution of the Grimes City Council.
19. GENERAL PROVISIONS.
 - a. This Agreement contains the entire agreement of the parties and no waiv-er, modification, release, or cancellation of this Agreement or any portion of this Agree-ment shall be binding unless evidenced by writing.
 - b. This Agreement shall be binding on the heirs, personal representatives, assigns, and successors of the parties.
 - c. This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X J. Dennis Bohrofen
By: J. Dennis Bohrofen
Marital Status: Not married

X _____
By: _____
Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 28 day of July, A.D. 20 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

J Dennis Bohrofen

_____ to me personally known
or _____ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

Rochelle Williams (Sign in Ink)
Rochelle Williams (Print/Type Name)
Notary Public in and for the State of Iowa

CAPACITY CLAIMED

BY SIGNER:

☐ INDIVIDUAL
☐ CORPORATE

Title(s) of Corporate Officer(s): _____

☐ Corporate Seal is affixed

☐ No Corporate Seal procured

☐ PARTNER(s): ☐ Limited Partnership
☐ General Partnership

☐ ATTORNEY-IN-FACT

☐ EXECUTOR(s) or TRUSTEE(s)

☐ GUARDIAN(s) or CONSERVATOR(s)

☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies) _____

BUYER'S APPROVAL

Signed by: Scott Mikkelsen (Date) _____

Attested by: Rochelle Williams (Date) _____

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Grimes, Iowa and who did say that said instrument was signed on behalf of City by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

Notary Public in and for the State of Iowa



Prepared by & Return to: Alex S. Pfaltzgraff, 410 SE Main Street, Grimes, IA 50111 Project: Grimes Sewer Connector

PERMANENT EASEMENT FOR SANITARY SEWER RIGHT-OF-WAY

J. Dennis Bohrofen (hereinafter referred to as the "Grantor"), in consideration of Twenty Four Thousand Five Hundred and 00/100 Dollars (\$24,500.00) to be paid by the City of Grimes, Iowa, does/do hereby convey unto the City of Grimes, Iowa (hereinafter "Grantee" or "City"), a Permanent Easement Sanitary Sewer Right-of-Way under, over, through and across the following described property:

A PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 31,
TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL
MERIDIAN, POLK COUNTY, IOWA

Which property is also described and depicted on the plat attached hereto as Exhibit "A "

(hereinafter referred to as the "Easement Area") for all activities related to the purpose of Grantee constructing, reconstructing, repairing, enlarging and maintaining a sanitary sewer, together with the necessary appurtenances thereto, under, over and through said Easement Area.

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

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written approval of the Grantee.
2. **PLANTINGS.** The planting of trees and shrubs is prohibited within the Easement Area.
3. **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.
4. **RIGHT OF ACCESS.** The Grantee, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the Grantee, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to

or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal of any unauthorized plantings or structures placed or erected within the Easement Area; (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area; and (5) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area. This right of access shall begin on the date that Grantor executes this document.

5. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns and on Grantee's successors and assigns. Grantee may choose to quit claim all its interest in the property interests and sewer to the Des Moines Metropolitan Wastewater Reclamation Authority ("WRA") upon completion of the project and acceptance of the Grimes Connector Sewer by the WRA.
6. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received final approval and acceptance by the Grimes City Council by Resolution, which approval and acceptance shall be noted on this Easement.
7. **SPECIAL PROVISIONS.** None.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Easement by Title in Fee Simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

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.

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.

The remainder of this page is intentionally left blank.

Signed this 28th day of July, 2022

J. Dennis Bohrofen
J. Dennis Bohrofen

STATE OF Iowa) SS.

COUNTY OF Pole

On this 28 day of July, 2022 before me, the undersigned personally appeared J. Dennis Bohrofen, 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.

Rochelle Williams

Notary Public in and for the State of Iowa



ACCEPTANCE BY GRANTEE:

APPROVAL AND ACCEPTANCE:

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 _____ and _____, 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 the authority of its City Council, under Roll Call No. ____-____ of the City Council on the ____ day of _____, 20____, and that _____ and _____ 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

EASEMENT PLAT
FOR PERPETUAL SANITARY SEWER BEING
CONVEYED TO THE CITY OF GRIMES

OWNER/MAILING ADDRESS

DENNIS J BOHROFEN
801 SW JAZZWOOD DR
GRIMES, IA 50111-5033

PHYSICAL ADDRESS

7521 NW 142ND ST
GRIMES IA 50111

PARCEL NO.

DISTRICT/PARCEL 240/00503-000-000
GEOPARCEL 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.

Michael A. Brooner
MICHAEL A. BROONER, P.L.S.

1-05-2021
DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL:

SHEETS 1 AND 2

REVISED 01-05-2021



PT. NW FRL 1/4
SEC 31-80-26
EASEMENT PLAT

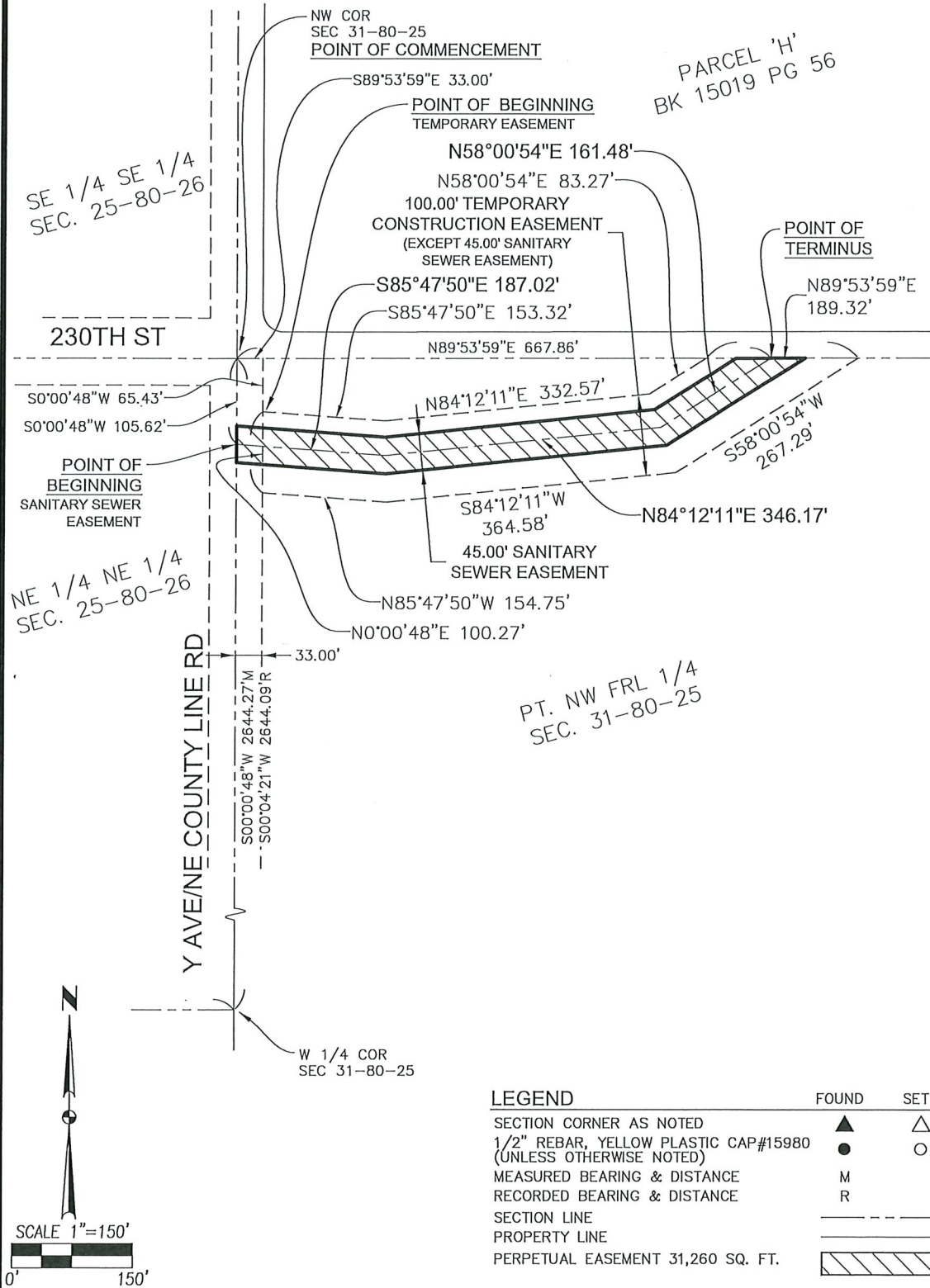
GRIMES, IOWA



3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410

EASEMENT PLAT

FOR PERPETUAL SANITARY SEWER BEING
CONVEYED TO THE CITY OF GRIMES



TEMPORARY EASEMENT FOR CONSTRUCTION AND CONSTRUCTION-RELATED ACTIVITIES

J. Dennis Bohrofen (hereinafter referred to as the "Grantor"), in consideration of Five Hundred and 00/100 Dollars (\$500.00) to be paid by the City of Grimes, Iowa (hereinafter referred to as the "Grantee" or "City"), upon final approval and acceptance of this Easement by the City Council of the City of Grimes, Iowa, does/do hereby convey unto the City of Grimes, Iowa, a Temporary Easement for Construction and Construction-Related Activities under, over, through and across the following described property.

A PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 31,
TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL
MERIDIAN, POLK COUNTY, IOWA

Which property is also described and depicted on the plat attached hereto as Exhibit " A "

(hereinafter referred to as the "Easement Area") Said Easement allows the Grantee, its agents, contractors and employees, and other permitted parties including but not limited to electric, cable and telecommunications utilities and their respective agents, contractors and employees, a right of entry in, upon and onto the above described Easement Area for the Grimes WRA Connector Project ("Project"), which purpose includes any and all construction-related activities, and includes but is not limited to the following: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) trimming and/or removal of trees and landscaping within or encroaching upon the Easement Area; (4) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area; (5) laying, constructing, maintaining, operating, repairing and removing underground conduit, wires, cables, poles, guys, guy stubs, anchors and other necessary equipment incident thereto (including but not limited to transformers, switchgears, capacitors and other associated surface mounted equipment); and (6) soil and groundwater analysis and related requirements.

It is understood that, upon completion of this Project, the Grantee shall restore the Easement Area to its original condition as reasonably possible, including but not limited to restoration of lawns by sodding or seeding, replacement of concrete or asphalt driveways removed for grading or access purposes, and replacement of fences or other structures that may be removed or damaged by the Grantee and/or permitted parties during the course of construction, except that the following items shall not be restored by the Grantee or permitted parties but are instead compensated for the consideration paid for in this Easement by the Grantee as set forth above. (List items below or state "none").

None

It is further understood that the consideration set forth in this Easement shall constitute full and adequate compensation for damages to the above listed items.

It is further understood that the foregoing Easement and release shall be null and void and of no effect whatsoever unless accepted by the Grantee and shall be subject to the following terms and conditions to which the Grantee, upon acceptance of this instrument by the Grantee, shall be deemed and to have stipulated and agreed:

1. **DURATION.** It is understood and agreed that this Easement allowing entry in, upon and onto the Easement Area described shall be in effect beginning on the date that the Grantor signs this document until completion of construction of this improvement above described and the Grantee's performance of its obligation hereunder. This Easement shall be binding on Grantor and on Grantor's successors and assigns during construction of this improvement.
2. **GRANTOR'S REPRESENTATION AS TO TENANTS.**

The Grantor states and warrants that there are no tenants on the property where the Property Interests are located, except as listed below:

None

Furthermore, Grantor shall convey the Property free and clear of leasehold interests and leasehold claims and shall indemnify Grantee against any such claims as a result of this Project, unless the claim is due to Grantee's gross negligence.

3. **REMOVAL OF EQUIPMENT.** It is further understood and agreed that the Grantee and/or permitted parties will remove all of said materials and equipment from the above-described premises within 10 days after the above described Project has been completed.
4. **SPECIAL PROVISIONS.** NONE.

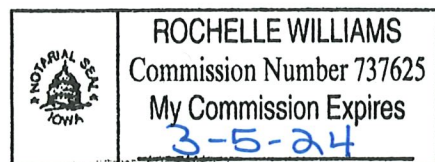
Signed this 28th day of July, 2022.
J. Dennis Bohrofen
J. Dennis Bohrofen

STATE OF Iowa
) SS.

COUNTY OF Polk

On this 28 day of July, 2022 before me, the undersigned personally appeared J. Dennis Bohrofen, 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.

Rochelle Williams
Notary Public in and for the State of Iowa



ACCEPTANCE BY GRANTEE:

APPROVAL AND ACCEPTANCE:

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 _____ and _____, 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 the authority of its City Council, under Roll Call No. ____-____ of the City Council on the ____ day of _____, 20____, and that _____ and _____ 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

EASEMENT PLAT

FOR PERPETUAL SANITARY SEWER BEING
CONVEYED TO THE CITY OF GRIMES

OWNER/MAILING ADDRESS

DENNIS J BOHROFEN
801 SW JAZZWOOD DR
GRIMES, IA 50111-5033

PHYSICAL ADDRESS

7521 NW 142ND ST
GRIMES IA 50111

PARCEL NO.

DISTRICT/PARCEL 240/00503-000-000
GEOPARCEL 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.

Michael A. Brooner
MICHAEL A. BROONER, P.L.S.

1-05-2021
DATE

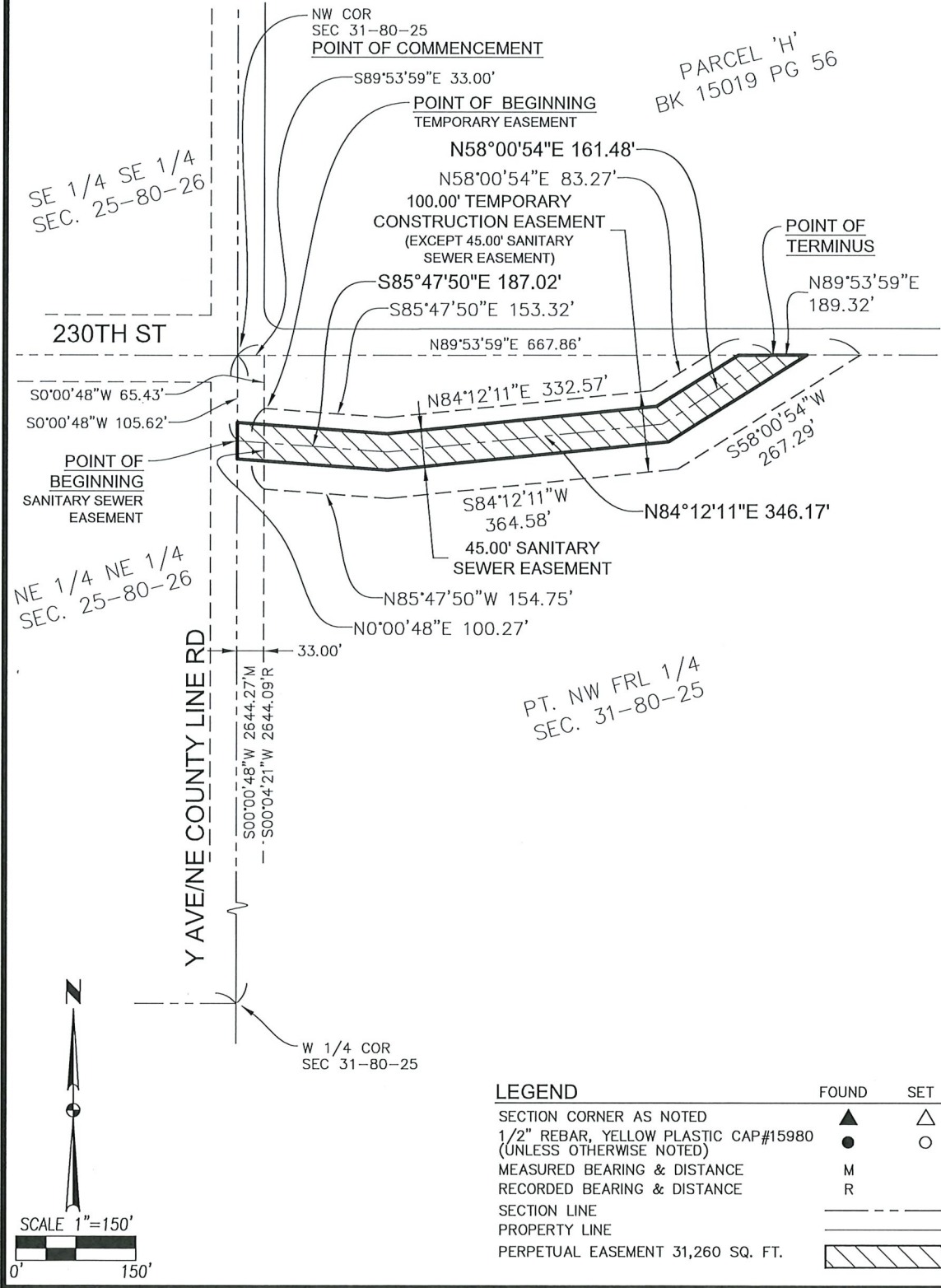
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL:

SHEETS 1 AND 2

REVISED 01-05-2021

EASEMENT PLAT

FOR PERPETUAL SANITARY SEWER BEING
CONVEYED TO THE CITY OF GRIMES



LEGEND

	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 31,260 SQ. FT.	▨	



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

AGENDA MEMO

For Meeting of August 9, 2022

AGENDA HEADING:

Resolution Approving Offer to Purchase and Agreement – WRA Homes by Advantage Property

SYNOPSIS:

With the development of the plans for Grime WRA Connector Project, it has been determined that certain easements will be necessary in order to construct the project.

A compensation estimate has been prepared for the easement, and an offer made to the property owner. The offer indicates that the City will pay a total of \$6,446.16 for the permanent and temporary easements.

The owner has reviewed the offer and accepted it.

FISCAL IMPACT:

Total Cost = \$6,446.16

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION NO. 08-1722

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT – WRA HOMES
BY ADVANTAGE PROPERTY

WHEREAS, the City of Grimes is developing plans to construct the Grimes WRA Connector Project (the “Project”) and has determined that certain easements are necessary in order to construct the Project; and

WHEREAS, the City of Grimes has extended an Offer to Purchase and Agreement (the “Offer”), provided as Exhibit A, to the property owner (the “Owner”); and

WHEREAS, the Owner has reviewed the Offer and has accepted the Offer.

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

That, the Offer to Purchase Easement and Agreement is approved by the Grimes City Council, and the Mayor is authorized to execute, on behalf of the City of Grimes, such documents as are necessary and appropriate to effectuate the terms pursuant to the Offer, including, without limitation, any agreements, easements or other documents, and the City Clerk is authorized to attest to their signatures.

PASSED AND APPROVED this 9TH day of August 2022.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

Page 1

PARCEL NO. 31100305780012PROJECT NO. N/ACOUNTY: PolkPROJECT NAME: Grimes WRA Connector ProjectTO: Homes By Advantage

On this 26th day of July, 2022, the City of Grimes, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy the real estate situated in Polk County, Iowa, and legally described on the attached **Easement Exhibit**. **This offer shall terminate on 30 days from offer date.** If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises as described on EXHIBIT A and which include the following buildings, improvements and other property: **LAND ONLY**. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.

PAYMENT AMOUNT

\$ _____
 \$ _____
 \$ _____
 \$ 6,446.16

AGREED PERFORMANCE

on right of possession
 on conveyance of title
 on surrender of possession
 on possession and conveyance

DATE

Within 30 Days of BUYER Approval

\$ 6,446.16

TOTAL LUMP SUM

BREAKDOWN:

ac. = acres / sq.ft. = square feet

Land by Fee Title	<u>0</u> sq.ft.	\$ <u>0.00</u>
Underlying Fee Title	<u>0</u> sq.ft.	\$ <u>0.00</u>
Permanent Easement	<u>5,025</u> sq.ft.	\$ <u>5,191.12</u>
Temporary Easement(s)	<u>7,593</u> sq.ft.	\$ <u>1,255.04</u>
Landscaping/Other		\$ <u>0.00</u>
Total		\$ <u>6,446.16</u>

Additional Damages None

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

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: None
5. Each page and each attachment is by this reference made part hereof.
6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: None
7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.
9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.
10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa.
12. BUYER hereby agrees to additionally warrant the project against any defects against the property as a result of the project for a period of one year following the completion and acceptance of the project. Defects may include, but are not limited to insufficient seeding/stabilization or settling of the property within the easement.
13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: None
14. BUYER shall be responsible for restoration on the disturbed area within the easements.
15. BUYER shall be responsible for the relocation of the existing sanitary sewer upon the site. The sewer will be relocated from where it terminates today, approximately 100-feet east. The relocated sewer will include new manhole structures, and service lines to the remaining lots within the development. The SELLER agrees to grant any necessary easements for the relocated sanitary sewer at no cost the BUYER.
16. SELLER agrees to cooperate with BUYER in removing liens and encumbrances in order to convey marketable title to BUYER in conformity with Iowa law and the Title Standards of the Iowa State Bar Association. If possession and conveyance are delayed due to SELLER's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. SELLER understands that if necessary property rights cannot be acquired by voluntary purchase, BUYER may initiate action to acquire the property interests contemplated in this Agreement under power of eminent domain.
17. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the conveyance documents for this purpose.
18. This Agreement shall not be binding until it has received the final approval by Resolution of the Grimes City Council.
19. GENERAL PROVISIONS.
 - a. This Agreement contains the entire agreement of the parties and no waiv-er, modification, release, or cancellation of this Agreement or any portion of this Agree-ment shall be binding unless evidenced by writing.
 - b. This Agreement shall be binding on the heirs, personal representatives, assigns, and successors of the parties.
 - c. This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X Mark Bradley
By: Homes By Advantage
Marital Status: Married

X _____
By: _____
Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Folk } ss:

On this 26th day of July, A.D. 20 22, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Bradley, Manager

or X to me personally known
_____ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Kristin J Ide (Sign in Ink)

Notary Public in and for the State of Iowa (Print/Type Name)

**BUYER'S APPROVAL**

Signed by: Scott Mikkelsen (Date) _____

Attested by: Rochelle Williams (Date) _____

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me

to be an agent of the City of Grimes, Iowa and who did say that said instrument was signed on behalf of City by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

Notary Public in and for the State of Iowa

CAPACITY CLAIMED**BY SIGNER:**

☐ INDIVIDUAL
☐ CORPORATE

Title(s) of Corporate Officer(s): _____

☐ Corporate Seal is affixed
☐ No Corporate Seal procured

☐ PARTNER(s): ☐ Limited Partnership
☐ General Partnership

☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s) or TRUSTEE(s)
☐ GUARDIAN(s) or CONSERVATOR(s)
☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)

PERMANENT EASEMENT FOR SANITARY SEWER RIGHT-OF-WAY

Homes By Advantage LLC (hereinafter referred to as the "Grantor"), in consideration of Five Thousand One Hundred Ninety One and 12/100 Dollars (\$5,191.12) to be paid by the City of Grimes, Iowa, does/do hereby convey unto the City of Grimes, Iowa (hereinafter "Grantee" or "City"), a Permanent Easement Sanitary Sewer Right-of-Way under, over, through and across the following described property:

Outlot Y James Street Villas

Which property is also described and depicted on the plat attached hereto as Exhibit "A "

(hereinafter referred to as the "Easement Area") for all activities related to the purpose of Grantee constructing, reconstructing, repairing, enlarging and maintaining a sanitary sewer, together with the necessary appurtenances thereto, under, over and through said Easement Area.

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

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written approval of the Grantee.
2. **PLANTINGS.** The planting of trees and shrubs is prohibited within the Easement Area.
3. **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.
4. **RIGHT OF ACCESS.** The Grantee, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the Grantee, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to or necessary for the construction, reconstruction, repair, enlargement or maintenance of the sanitary sewer, including but not limited to the following activities: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) removal

of any unauthorized plantings or structures placed or erected within the Easement Area; (4) trimming and/or removal of trees, shrubs, and landscaping within or encroaching upon the Easement Area; and (5) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area. This right of access shall begin on the date that Grantor executes this document.

5. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns and on Grantee's successors and assigns. Grantee may choose to quit claim all its interest in the property interests and sewer to the Des Moines Metropolitan Wastewater Reclamation Authority ("WRA") upon completion of the project and acceptance of the Grimes Connector Sewer by the WRA.
6. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received final approval and acceptance by the Grimes City Council by Resolution, which approval and acceptance shall be noted on this Easement.
7. **SPECIAL PROVISIONS.** None.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Easement by Title in Fee Simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

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.

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.

The remainder of this page is intentionally left blank

Signed this 26 day of July, 2022

Mark Bradley
Homes By Advantage, LLC

STATE OF Iowa)
) SS.

COUNTY OF Polk)

On this 26th day of July, 2022, before me, the undersigned personally appeared ~~Matthew and Stephanie Zeller~~, 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.



Kristin J Ide
Notary Public in and for the State of Iowa

ACCEPTANCE BY GRANTEE:

APPROVAL AND ACCEPTANCE:

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 _____ and _____, 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 the authority of its City Council, under Roll Call No. ____-____ of the City Council on the ____ day of _____, 20____, and that _____ and _____ 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

TEMPORARY EASEMENT FOR CONSTRUCTION AND CONSTRUCTION-RELATED ACTIVITIES

Homes By Advantage LLC (hereinafter referred to as the "Grantor"), in consideration of One Thousand Two Hundred Fifty Five and 04/100 Dollars (\$1,2500.04) to be paid by the City of Grimes, Iowa (hereinafter referred to as the "Grantee" or "City"), upon final approval and acceptance of this Easement by the City Council of the City of Grimes, Iowa, does/do hereby convey unto the City of Grimes, Iowa, a Temporary Easement for Construction and Construction-Related Activities under, over, through and across the following described property.

Outlot Y James Street Villas

Which property is also described and depicted on the plat attached hereto as Exhibit " A "

(hereinafter referred to as the "Easement Area") Said Easement allows the Grantee, its agents, contractors and employees, and other permitted parties including but not limited to electric, cable and telecommunications utilities and their respective agents, contractors and employees, a right of entry in, upon and onto the above described Easement Area for the Grimes WRA Connector Project ("Project"), which purpose includes any and all construction-related activities, and includes but is not limited to the following: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) trimming and/or removal of trees and landscaping within or encroaching upon the Easement Area; (4) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Easement Area; (5) laying, constructing, maintaining, operating, repairing and removing underground conduit, wires, cables, poles, guys, guy stubs, anchors and other necessary equipment incident thereto (including but not limited to transformers, switchgears, capacitors and other associated surface mounted equipment); and (6) soil and groundwater analysis and related requirements.

It is understood that, upon completion of this Project, the Grantee shall restore the Easement Area to its original condition as reasonably possible, including but not limited to restoration of

lawns by sodding or seeding, replacement of concrete or asphalt driveways removed for grading or access purposes, and replacement of fences or other structures that may be removed or damaged by the Grantee and/or permitted parties during the course of construction, except that the following items shall not be restored by the Grantee or permitted parties but are instead compensated for the consideration paid for in this Easement by the Grantee as set forth above. (List items below or state "none").

NONE

It is further understood that the consideration set forth in this Easement shall constitute full and adequate compensation for damages to the above listed items.

It is further understood that the foregoing Easement and release shall be null and void and of no effect whatsoever unless accepted by the Grantee and shall be subject to the following terms and conditions to which the Grantee, upon acceptance of this instrument by the Grantee, shall be deemed and to have stipulated and agreed:

1. **DURATION.** It is understood and agreed that this Easement allowing entry in, upon and onto the Easement Area described shall be in effect beginning on the date that the Grantor signs this document until completion of construction of this improvement above described and the Grantee's performance of its obligation hereunder. This Easement shall be binding on Grantor and on Grantor's successors and assigns during construction of this improvement.

2. GRANTOR'S REPRESENTATION AS TO TENANTS.

The Grantor states and warrants that there are no tenants on the property where the Property Interests are located, except as listed below:

None

Furthermore, Grantor shall convey the Property free and clear of leasehold interests and leasehold claims and shall indemnify Grantee against any such claims as a result of this Project, unless the claim is due to Grantee's gross negligence.

3. **REMOVAL OF EQUIPMENT.** It is further understood and agreed that the Grantee and/or permitted parties will remove all of said materials and equipment from the above-described premises within 10 days after the above described Project has been completed.

4. **SPECIAL PROVISIONS.** NONE.

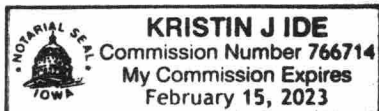
Signed this 26 day of July, 2022.

Mark L. Bradley
Homes By Advantage, LLC

STATE OF Iowa)
) SS.

COUNTY OF Polk)

On this 26th day of July, 2022, before me, the undersigned personally appeared Mark Bradley, Manager, 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]
Notary Public in and for the State of Iowa

ACCEPTANCE BY GRANTEE:

APPROVAL AND ACCEPTANCE:

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 _____ and _____, 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 the authority of its City Council, under Roll Call No. ____-____ of the City Council on the ____ day of _____, 20____, and that _____ and _____ 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



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

Item No. X
For Meeting of August 9, 2022

AGENDA HEADING: New Grimes Public Library Materials Testing – Allender Butzke Engineers, Inc. Professional Services Agreement.

SYNOPSIS: The City of Grimes needs to contract for independent field and laboratory testing and observation services for the construction of the New Grimes Public Library project. Allender Butzke Engineers has performed these services for the City of Grimes in the past on projects like the Reverse Osmosis Water Treatment Plant – Phase 1 and New 1.5 MG Elevated Water Storage Tank. City staff is familiar with this firm and feels comfortable working with them on this project.

FISCAL IMPACT: This agreement provides a basis for the costs associated with the testing and observations required for this project. The estimated cost is approximately \$20,100. This number may go up or down based off the actual testing and observations performed during construction, which are unknown at the beginning of the project's construction phase.

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The staff has reviewed this Professional Services Agreement and recommends approval by the City Council.

RESOLUTION TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES

Grimes Resolution No. 08-1822

WHEREAS, the City of Grimes (Grimes) needs to contract for independent field and laboratory testing and observation services for the New Grimes Public Library project; and,

WHEREAS, the engineering firm of Allender Butzke Engineers, Inc. (Engineers), has substantial experience in materials testing, and is qualified to provide consulting services relating to the required field and laboratory testing and observation work for said project; and,

WHEREAS, Engineers have proposed the attached Standard Professional Services Agreement that has a scope of work to be supplied by the Engineers and compensation to be paid by Grimes for their consulting services related to the New Grimes Public Library field and laboratory testing;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the Standard Professional Services Agreement with the Engineers on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by a vote of ___ to ___ on the 9th day of August 2022, and approved by the Mayor on the 9th day of August, 2022.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

ALLENDER BUTZKE ENGINEERS INC.

GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION Q. C.



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT NAME: Grimes Public Library **PP:** 229161
PROJECT ADDRESS: N. James St & Beaverbrooke Blvd.
Grimes, Iowa
CLIENT: Weitz Attn: Stephanie Morrison
ADDRESS: 611 5th Ave, Suite 300
Des Moines, Iowa 50309

SCOPE: Perform the field and laboratory test and observation services listed on the enclosed Proposal No. 229161 during construction of this project. Services will be provided on a part time basis with project control and scheduling (24 hour notice) the responsibility of the contractor. Additional services are available upon request.

COMPENSATION TERMS: The services will be invoiced on the basis of the unit prices listed on the enclosed Proposal No. 229161. The estimated total is for example budget purposes only and the final cost may be lower or higher based on the actual amount of services provided, which is not under ABE's control. The various contractors primarily decide when they need tests, how many tests are required to represent their work, and if we need to provide services during overtime hours (after normal weekday business hours, weekends, and holidays). It is understood that, unless otherwise arranged in writing, verbal requests for services that exceed the estimated total amount are considered authorization to provide the services and receive payment for same. Additional services are available at the current ABE fee schedule rates.

Services covered by the Agreement will be performed in accordance with the GENERAL CONDITIONS stated on the following page and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

PROPOSED BY ABE INC.

By: Ross Warren
Ross Warren
Title: Field Services Coordinator
Date: 6/1/22

ACCEPTED FOR CLIENT

By: _____
Printed Name
Title: _____
Date: _____

PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!

GENERAL CONDITIONS

PP 229161

1. PARTIES AND SCOPE OF WORK: Allender Butzke Engineers (hereinafter referred to as "ABE") shall perform the work as set forth in ABE's proposal, the client's acceptance thereof if accepted by ABE and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by ABE. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any part of ABE's work. ABE shall have no duty or obligation to any third party greater than that set forth in ABE's proposal, client's acceptance thereof and these General Conditions. The ordering of work from ABE shall constitute acceptance of the terms of ABE's proposal and these General Conditions.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and work performed by ABE or others to be timely and properly performed in accordance with the plans, specifications and contract documents and ABE's recommendations. No claims for loss, damage or injury shall be brought against ABE by client or any third party unless all tests and inspections have been so performed and unless ABE's recommendations have been followed. Client agrees to indemnify, defend and hold ABE, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or ABE's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of ABE, its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF WORK: The services set forth in ABE's proposal and client's acceptance will be accomplished in a timely, workmanlike and professional manner by ABE personnel at the prices quoted. If ABE is required to delay commencement of the work or if, upon embarking upon its work, ABE is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of ABE, additional charges will be applicable and payable by client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for ABE to perform the work. ABE shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, ABE has not included in its fee the cost of restoration of damage which may occur. If client desires or requires ABE to restore the site to its former condition, upon written request ABE will perform such additional work as is necessary to do so and client agrees to pay ABE the cost thereof.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that he has advised ABE of any known or suspected hazardous materials, utility lines and pollutants at any site at which ABE is to do work hereunder, and unless ABE has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, client agrees to defend, indemnify and save ABE harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to ABE's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to ABE by client.

6. RESPONSIBILITY: ABE's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. ABE shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. ABE's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. ABE has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed thirty (30) days after submission of ABE's report.

8. PAYMENT: Client shall be invoiced as work is completed and reported, either periodically or at end of project. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum

interest rate permitted under applicable law), until paid. Client agrees to pay ABE's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. ABE shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, and provision wherein ABE waives any rights to a mechanics' lien, or any provision conditioning ABE's right to receive payment for its work upon payment to client by any third party. These General Conditions are notice, where required, that ABE shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of ABE from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

9. STANDARD OF CARE: ABE'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH THIS AGREEMENT AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, ABE WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. STATEMENTS MADE IN ABE REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

10. LIMITATION OF LIABILITY: SHOULD ABE OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON ABE'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF ABE, ITS OFFICERS, EMPLOYEES, AND AGENTS SHALL BE LIMITED TO \$ 20,000.

11. INDEMNITY: Subject to the foregoing limitations, ABE agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of ABE's negligence to the extent of ABE's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against ABE, the party initiating such action shall pay to ABE the costs and expenses incurred by ABE to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that ABE shall prevail in such suit.

12. TERMINATION: This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, ABE shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services, records and reports as are necessary to place ABE's files in order and/or protect its professional reputation.

13. WITNESS FEES: ABE's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay ABE's legal expenses, administrative costs and fees pursuant to ABE's then current fee schedule for ABE to respond to any subpoena.

14. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring ABE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

15. PROVISIONS SEVERABLE: In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

16. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

Estimate

Page 1 of 2

ALLENDER BUTZKE ENGINEERS INC.

3660 109th Street - Urbandale, Iowa 50322 - Phone No. 515-252-1979

TO: Weitz
611 5th Ave, Suite 300
Des Moines, Iowa 50309

Date: 6/1/2022
Prop.# 229161

ATTN: STEPHANIE MORRISON

RE: Construction Testing Services - Grimes Public Library
Grimes, Iowa

Description of Services	Amount	Unit Price	Total
Compacted Fill Part Time Tests - Site Work and Backfills			
Technician III	2.0 hrs	\$70.00 /Hour	\$140.00
Transportation Charges	14 miles	\$0.84 /Mile	\$11.76
Nuclear moisture/density gauge	4 tests	\$16.00 /Test	\$64.00
		Per Trip	\$215.76
		Trips	10
		Sub Total	\$2,157.60
Laboratory Testing of Soil			
Standard Proctor (ASTM D698)	3 tests	\$191.00 /Test	\$573.00
		Sub Total	\$573.00
Field Concrete Inspection (Including Reinforcing)			
Technician III	2.0 hrs	\$70.00 /Hour	\$140.00
Transportation Charges	14 miles	\$0.84 /Mile	\$11.76
		Per Trip	\$151.76
		Trips	20
		Sub Total	\$3,035.20
Concrete Test Cylinder Pick-Up (Assumes other cylinders picked up during other activities)			
Technician III	1.0 hrs	\$70.00 /Hour	\$70.00
Transportation Charges	14 miles	\$0.84 /Mile	\$11.76
		Per Trip	\$81.76
		Trips	10
		Sub Total	\$817.60
Laboratory Testing of Concrete			
Compressive Strength of Cylinder ASTM C39	4 tests	\$21.50 /Test	\$86.00
4" x 8" cylinder molds	4 ea	\$3.15 /Ea.	\$12.60
Tax on cylinder molds 4" x 8"	4 ea	\$0.221 /Ea.	\$0.88
		Per Set	\$99.48
		Sets	20
		Sub Total	\$1,989.64
Structural Steel - Visual Field Observations			
Senior NDT Technician (3-hr minimum)	3.0 hrs	\$134.00 /Hour	\$402.00
Transportation Charges	14 miles	\$0.84 /Mile	\$11.76
		Per Trip	\$413.76
		Trips	5
		Sub Total	\$2,068.80

Estimate

Page 2 of 2

ALLENDER BUTZKE ENGINEERS INC.

3660 109th Street - Urbandale, Iowa 50322 - Phone No. 515-252-1979

TO: Weitz
611 5th Ave, Suite 300
Des Moines, Iowa 50309

Date: 6/1/2022
Prop.# 229161

ATTN: STEPHANIE MORRISON

RE: Construction Testing Services - Grimes Public Library
Grimes, Iowa

Description of Services	Amount	Unit Price	Total
Proof Roll Observations and Onsite Engineering Consultations			
Project Engineer	2.0 hrs	\$163.00 /Hour	\$326.00
Transportation Charges	14 miles	\$0.84 /Mile	\$11.76
		Per Trip	\$337.76
		Trips	5
		Sub Total	\$1,688.80
Foundation Excavation Observations			
Project Engineer	2.0 hrs	\$163.00 /Hour	\$326.00
Transportation Charges	14 miles	\$0.84 /Mile	\$11.76
		Per Trip	\$337.76
		Trips	6
		Sub Total	\$2,026.56
Engineering Consultation & Administration			
Engineer Review & Report Preparation(0.5hr. min./report)	35.0 hrs	\$165.00 /Hour	\$5,775.00
		Sub Total	\$5,775.00
<i>Over Time @ 1.5 * Hourly Rate</i>		Total	\$20,132.20

We emphasize that the estimated total cost listed is only an example budget based on the assumed scope we have outlined. This is not intended as a not-to-exceed price since the scope may not accurately reflect how frequently the contractor will need us on site. The number of tests, trips, and hours on site are primarily controlled by the contractor's scheduling and performing of their construction activities. We recommend that the contractor review our estimated number of tests, trips, and the duration of time necessary on site to determine if our estimated scope is compatible with their production. The estimated budget can be amended with a revised scope. It is understood that, unless otherwise arranged in writing, verbal requests for services that exceed the estimated total amount are considered authorization to provide the services and receive payment for same. If Allender Butzke Engineers is selected to perform the above tests, a Confirming Agreement will be sent at that time.

Resolution # 08-2022 “A Resolution Approving Personnel Transactions”

WHEREAS, the City Administrator recommends the following additions, removals and/or amendments to the payroll:

Section 1. Pursuant to duly authorized job description and approved salary range by the City Council, Heather Whitten was hired as full-time staff accountant at salary of \$75,364.25. Her start date was July 18, 2022.

Section 2. Pursuant to duly authorized job description and approved salary range by the City Council, Jennifer Brcka was hired as the Public Works administrative assistant at hourly rate of \$24.58/hour. Her start date was July 18, 2022.

Section 3. The pay adjustment on Exhibit B of the Resolution Adjusting Employee Compensation and Approving Salary Ranges for Fiscal Year 2023, signed June 28, 2022, included a calculation error for Recreation Coordinator, Mark Schulz, and said pay should be \$25.0153/hour.

PASSED AND APPROVED this 12th day of July 2022.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk



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

AGENDA MEMO

For Meeting of August 09, 2022

AGENDA HEADING:

Resolution Setting Hearing – Vacating 212 SE Main Street

SYNOPSIS:

In March of this year, the City Council authorized staff to enter into negotiations with Greystone Properties on the disposal and subsequent development of the vacant property at 212 SE Main Street. That Purchase Agreement has been negotiated, and staff is ready to begin the disposal process. At this time staff is suggesting that a public hearing be set consider said disposal.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION No. 08-2122

**RESOLUTION ON NOTICE AND INTENT TO VACATE AND TO DISPOSE OF
PUBLIC PROPERTY LOCATED AT 212 SE MAIN AND SETTING PUBLIC HEARING**

WHEREAS, the City of Grimes is the owner of certain real estate located within city limits which is locally known as 212 SE Main Street, and legally described as:

**Lots 11, 12, and 13, in Block 7, TOWN OF GRIMES, an Official Plat, now included
in and forming a part of the City of Grimes, Polk County, Iowa**

(the "Property")

WHEREAS, the Property was original obtained by the property when the building located on the property became abandoned and fell into dangerous disrepair, and the City had to demolish the building to protect the health, safety and welfare of its citizens;

WHEREAS, the City of Grimes has not need for this now unimproved lot, and intends to dispose of the Property in accordance with Section 364.7 of the Iowa Code; and

WHEREAS, Graystone Companies, LLC, has approached the City of Grimes with an offer to purchase the lot for \$65,000.00, and develop it by constructing a building; and

WHEREAS, the City of Grimes intends to terminate and dispose of said Property in accordance with Section 364.7 of the Iowa Code; and

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Grimes, Iowa:

SECTION 1. That pursuant to Iowa Code Sections 354.23 and 364.7, a public hearing shall be held on August 23, 2022, at 5:30 p.m. regarding the proposal to vacate the property described above by the City of Grimes, and to convey said property to Graystone Companies, LLC for consideration of \$65,000.00.

SECTION 2. That the City Clerk is hereby authorized and directed to publish and give notice of the public hearing on this matter as provided by law.

Passed by the council this 9th day of August 2022.

SCOTT MIKKELSEN, MAYOR

ATTEST:

ROCHELLE WILLIAMS, CITY CLERK



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

AGENDA MEMO

For Meeting of August 09, 2022

AGENDA HEADING:

Resolution Setting Hearing – Vacating ROW to HD LLC

SYNOPSIS:

With the development of the plans for Grimes WRA Connector Project, it has been determined that certain easements will be necessary in order to construct the project.

In this particular case, the City identified certain excess ROW that could be incorporated into the HD LLC property. The ROW was originally dedicated from the HD LLC property as part of a development plat. Certain portions of the ROW are no longer needed, and the developer has agreed to exchange the ROW for the Easements needed for the ROW.

A development agreement and purchase agreement have been drafted and reviewed by the property owner. At this time, staff is suggesting that a public hearing be set to consider the disposal of the ROW.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION No. 08-2222

**RESOLUTION ON NOTICE AND INTENT TO VACATE AND TO DISPOSE OF
PUBLIC PROPERTY IN PEITZMAN'S SUBDIVISION AND SETTING PUBLIC HEARING**

WHEREAS, the City of Grimes is the owner of certain real estate located within city limits in Peitzman's Subdivision, and legally described as:

The South 16.5 feet of Lot A in Peitzman's Subdivision, an Official Plat, Polk County, Iowa

Locally known as Tax Parcel No. 24000749034002 - S 16.5F LT A PEITZMAN'S SUBDIV

AND

That portion of Lot A in Peitzman's Subdivision, an Official Plat, Polk County Iowa lying southerly of the westerly extension of the south line of Lot 3 in said subdivision, EXCEPT the South 16.5 feet thereof.

**Locally known as Tax Parcel No. 31100347500105 -EX S 16.5F- LT A LYG SLY OF WLY
EXT S LN LT 3 PEITZMAN'S SUBDIV**

(the "Property")

WHEREAS, the Property was conveyed to the City for public right of way purposes in connection with the platting of said Peitzman's Subdivision;

WHEREAS, the City of Grimes intends to dispose of the Property in accordance with Section 364.7 of the Iowa Code; and

WHEREAS, HD, LLC, the adjoining property owner, as offered \$54,000.00 in consideration for the Property; and

WHEREAS, the City of Grimes intends to terminate and dispose of said easement interests in accordance with Section 364.7 of the Iowa Code; and

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Grimes, Iowa:

SECTION 1. That pursuant to Iowa Code Sections 354.23 and 364.7, a public hearing shall be held on August 23, 2022, at 5:30 p.m. regarding the proposal to vacate the property described above by the City of Grimes, and to convey said property to HD, LLC for consideration of \$54,000.00.

SECTION 2. That the City Clerk is hereby authorized and directed to publish and give notice of the public hearing on this matter as provided by law.

Passed by the council this _____ day of _____, 2022.

SCOTT MIKKELSEN, MAYOR

ATTEST:

ROCHELLE WILLIAMS, CITY CLERK



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

AGENDA MEMO

For Meeting of August 09, 2022

AGENDA HEADING:

Resolution Setting Hearing – Vacating ROW to Hope K

SYNOPSIS:

With the development of the plans for Grime WRA Connector Project, it has been determined that certain easements will be necessary in order to construct the project.

In this case, the City identified certain excess ROW that could be incorporated into the Hope District Property, along Beaverbrook Blvd. The ROW was recently dedicated from the Heritage at Grimes property as part of the completion of the Heritage at Grimes development. The ROW is not necessary for the roadway improvements, and only contains landscaping. The developer has agreed to exchange the ROW for the Easements needed for the ROW.

A development agreement and purchase agreement have been drafted and reviewed by the property owner. At this time, staff is suggesting that a public hearing be set to consider the disposal of the ROW.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution

RESOLUTION No. 08-2322

**RESOLUTION ON NOTICE AND INTENT TO VACATE PUBLIC PROPERTY IN
HERITAGE AT GRIMES PLAT 2 AND CONVEY TO ADJOINING PROPERTY OWNER AND
SETTING PUBLIC HEARING**

WHEREAS, the City of Grimes is the owner of certain real estate located within city limits in Heritage at Grimes Plat 2, and legally described as:

Outlot T in Heritage at Grimes Plat 2, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa. (the "Property")

WHEREAS, the Property was conveyed to the City for public purposes in connection with the platting of said Heritage at Grimes Plat 2;

WHEREAS, Hope K Farms, LC, the sole adjoining property owner, has offered certain temporary and perpetual easement interests for construction of a sanitary sewer line over other land owned by Hope K Farms, LC, which the City has determined to be valued at a sum of \$88,000.00 in consideration for the Property; and

WHEREAS, the City of Grimes intends to terminate and dispose of said Property in accordance with Section 364.7 of the Iowa Code; and

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Grimes, Iowa:

SECTION 1. That pursuant to Iowa Code Sections 354.23 and 364.7, a public hearing shall be held on August 25, 2022, at 5:30 p.m. regarding the proposal to vacate the property described above by the City of Grimes, and to convey said property to Hope K Farms, LC for consideration of temporary and perpetual easements for construction of sanitary sewer improvements valued at \$88,000.00, as legally described on Exhibit A, attached hereto.

SECTION 2. That the City Clerk is hereby authorized and directed to publish and give notice of the public hearing on this matter as provided by law.

Passed by the council this 9th day of August, 2022.

SCOTT MIKKELSEN, MAYOR

ATTEST:

ROCHELLE WILLIAMS, CITY CLERK

Exhibit A

EASEMENT PLAT

FOR PERPETUAL SANITARY SEWER BEING
CONVEYED TO THE CITY OF GRIMES

OWNER/MAILING ADDRESS

HOPE K. FARMS, LLC
4500 WESTOWN PKWY
WEST DES MOINES, IA 50265

PHYSICAL ADDRESS

N/A

PARCEL NO.

0836100004

PERPETUAL SANITARY SEWER EASEMENT DESCRIPTION

A PART OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 80 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS :

COMMENCING AT THE CENTER OF SAID SECTION 36; THENCE NORTH 00°03'26" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, 125.27 FEET TO THE POINT OF BEGINNING; THENCE NORTH 55°58'50" WEST, 113.04 FEET; THENCE NORTH 26°48'59" EAST, 207.14 FEET TO SAID EAST LINE; THENCE SOUTH 00°03'26" EAST ALONG SAID EAST LINE, 99.55 FEET; THENCE SOUTH 26°48'59" WEST, 93.79 FEET; THENCE SOUTH 55°58'50" EAST, 51.18 FEET TO SAID EAST LINE; THENCE SOUTH 00°03'26" EAST ALONG SAID EAST LINE, 36.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.21 ACRES (9,234 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 DESCRIPTION

A PART OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 80 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 36; THENCE NORTH 00°03'26" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, 101.12 FEET TO THE POINT OF BEGINNING; THENCE NORTH 55°58'50" WEST, 144.20 FEET; THENCE NORTH 26°48'59" EAST, 264.24 FEET TO SAID EAST LINE; THENCE SOUTH 00°03'26" EAST ALONG SAID EAST LINE, 221.23 FEET; THENCE SOUTH 26°48'59" WEST, 8.98 FEET; THENCE SOUTH 55°58'50" EAST, 4.90 FEET TO SAID EAST LINE; THENCE SOUTH 00°03'26" EAST, 84.51 FEET TO THE POINT OF BEGINNING, EXCEPT PERPETUAL EASEMENT REFERENCED ABOVE. EASEMENT CONTAINING 0.22 ACRES (9,646 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.

9-24-2021

MICHAEL A. BROONER, P.L.S.

DATE

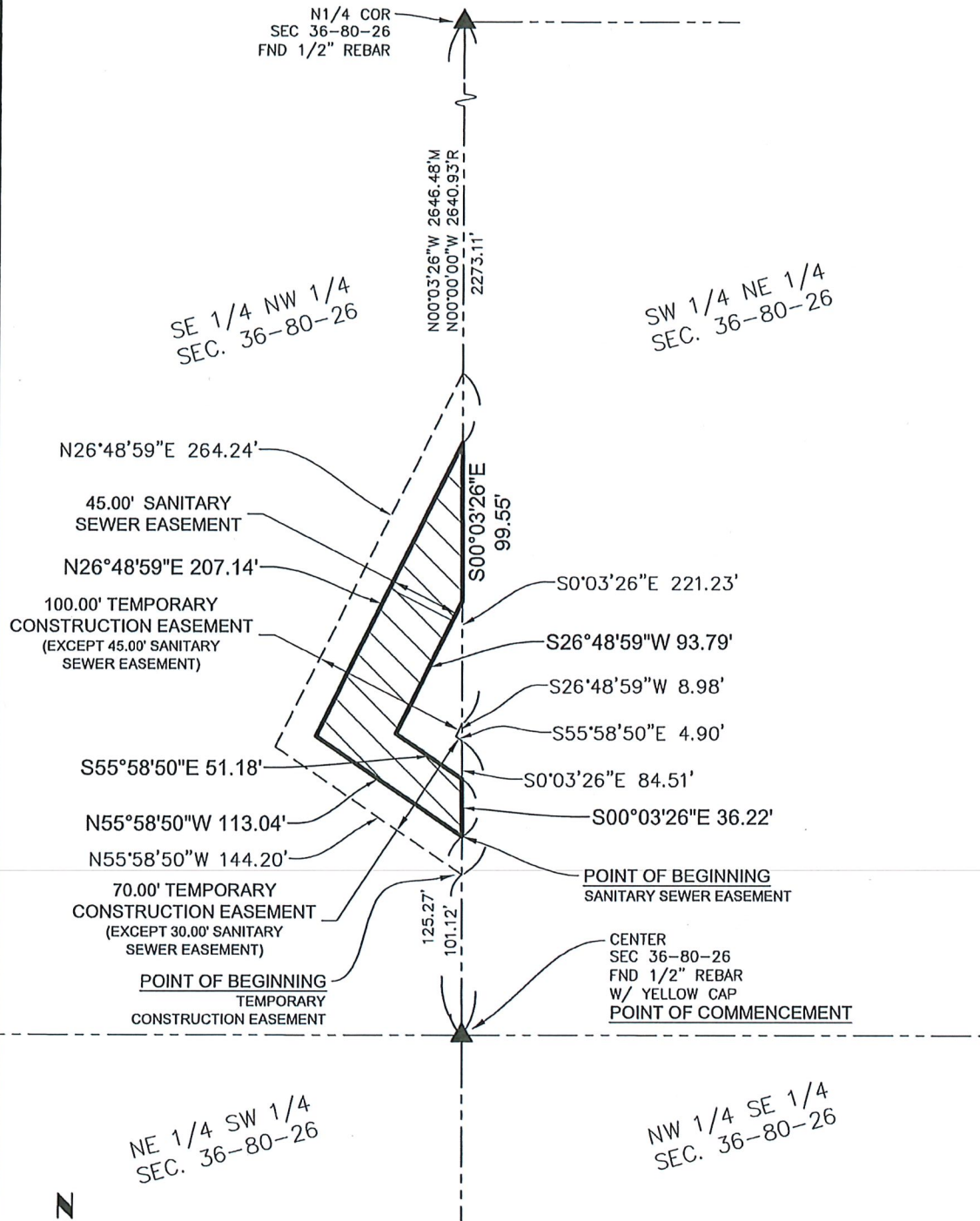
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL:

SHEETS 1 AND 2

REVISED OWNER 09-24-2021
REVISED 01-05-2021

EASEMENT PLAT

FOR PERPETUAL SANITARY SEWER BEING
CONVEYED TO THE CITY OF GRIMES



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 9,234 SQ. FT.		

EASEMENT PLAT

FOR PERPETUAL SANITARY SEWER BEING
CONVEYED TO THE CITY OF GRIMES

PERPETUAL SANITARY SEWER EASEMENT 'A' DESCRIPTION

A PART OF SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 80 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, 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 CENTER OF SAID SECTION 36; THENCE SOUTH 89°57'09" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 64.69 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°09'07" WEST, 99.85 FEET; THENCE NORTH 55°58'50" WEST, 77.90 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE POINT OF TERMINUS. EASEMENT CONTAINING 0.12 ACRES (5,332 SQUARE FEET) AND SAID EASEMENT SHALL SHORTEN OR EXTEND TO THE SECTION LINES 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 'A' DESCRIPTION

A PART OF SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 80 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA DESCRIBED AS A 70.00 FOOT WIDE EASEMENT BEING 35.00 FEET ON BOTH SIDES OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE CENTER OF SAID SECTION 36; THENCE SOUTH 89°57'09" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 64.69 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°09'07" WEST, 99.85 FEET; THENCE NORTH 55°58'50" WEST, 77.90 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE POINT OF TERMINUS, EXCEPT EASEMENT 'A' REFERENCED ABOVE. EASEMENT CONTAINING 0.16 ACRES (7,110 SQUARE FEET) AND SAID EASEMENT SHALL SHORTEN OR EXTEND TO THE SECTION LINES 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.

PERPETUAL SANITARY SEWER EASEMENT 'B' DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 80 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA DESCRIBED AS A 45.00 FOOT WIDE EASEMENT BEING 22.50 FEET ON BOTH SIDES OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE CENTER OF SAID SECTION 36; THENCE NORTH 00°03'26" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 323.60 FEET TO THE POINT OF BEGINNING; THENCE NORTH 26°48'59" EAST, 1617.89 FEET; THENCE NORTH 68°15'30" EAST, 617.62 FEET; THENCE NORTH 41°24'02" EAST, 566.69 FEET; THENCE NORTH 73°21'40" EAST, 312.67 FEET; THENCE NORTH 80°32'16" EAST, 315.44 FEET; THENCE SOUTH 85°47'50" EAST, 357.61 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER AND THE POINT OF TERMINUS. EASEMENT CONTAINING 3.91 ACRES (170,456 SQUARE FEET) AND SAID EASEMENT SHALL SHORTEN OR EXTEND TO THE SECTION LINES 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 'B' DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 80 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 36; THENCE NORTH 00°03'26" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 417.62 FEET TO THE POINT OF BEGINNING; THENCE NORTH 26°48'59" EAST, 1550.10 FEET; THENCE NORTH 68°15'30" EAST, 623.55 FEET; THENCE NORTH 41°24'02" EAST, 568.72 FEET; THENCE NORTH 73°21'40" EAST, 327.50 FEET; THENCE NORTH 80°32'16" EAST, 323.20 FEET; THENCE SOUTH 85°47'50" EAST, 326.50 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00°00'48" WEST ALONG SAID EAST LINE, 100.27 FEET; THENCE NORTH 85°47'50" WEST, 321.84 FEET, THENCE SOUTH 80°32'16" WEST, 304.95 FEET; THENCE SOUTH 73°21'40" WEST, 292.59 FEET; THENCE SOUTH 41°24'02" WEST, 563.96 FEET; THENCE SOUTH 68°15'30" WEST, 609.59 FEET; SOUTH 26°48'59" WEST, 1709.60 FEET TO SAID WEST LINE OF THE NORTHEAST QUARTER; THENCE NORTH 00°03'26" WEST ALONG SAID WEST LINE, 221.23 FEET TO THE POINT OF BEGINNING, EXCEPT EASEMENT 'B' REFERENCED ABOVE. EASEMENT CONTAINING 4.72 ACRES (205,649 SQUARE FEET) AND SAID EASEMENT SHALL SHORTEN OR EXTEND TO THE SECTION LINES 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.

OWNER/MAILING ADDRESS

URFER, JERRY L
30628 191ST DR
WOODWARD, IA 50276

PHYSICAL ADDRESS

N/A

PARCEL NO.

0836200001
0836200002
0836200003

REVISED 12-28-2020

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
MICHAEL A. BROONER, P.L.S.

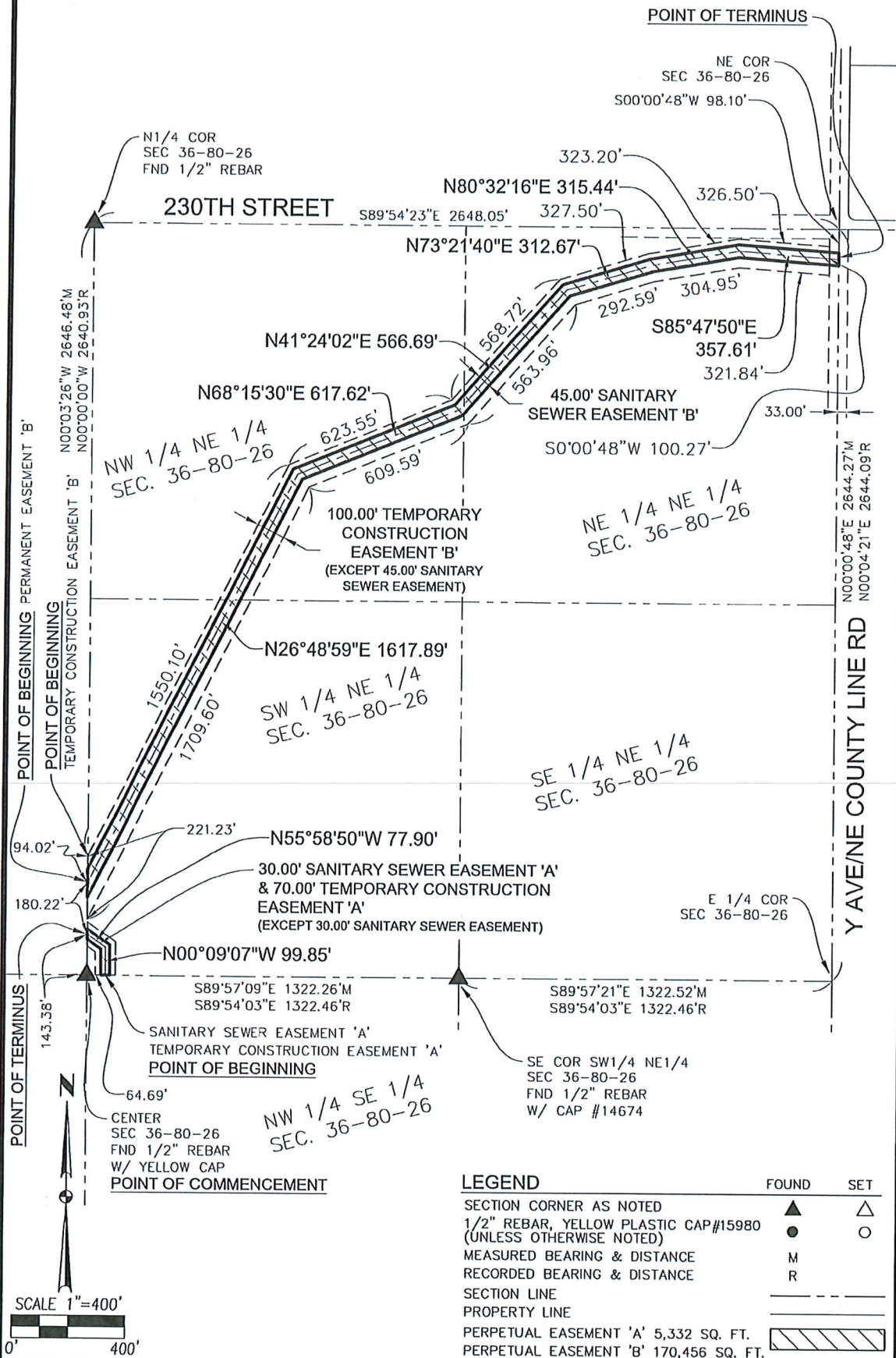
1-05-2021
DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
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SHEETS 1 AND 2

EASEMENT PLAT

PERPETUAL SANITARY SEWER BEI
ONVEYED TO THE CITY OF GRIMES



SA



JOHNSTON-GRIMES METROPOLITAN FIRE DEPARTMENT

6373 MERLE HAY RD.
JOHNSTON, IOWA 50131

July 2022 service calls

339 calls across all districts

Total calls **increased from** June's total (329).

Station 37 (G37) – 88 calls

Station 38 – Grimes district (G38) – 35 Johnston district (J38) – 65

Station 39 – 138 calls New NW Area (J37) - 1

14- Mutual Aid Given calls: Altoona – 1 Granger – 4 URB - 3 Saylor – 4

Mutual Aid Received – 8 agency responses

EMS calls (271) – 79.9% Fire/other calls (68) – 20.1%

11 incidents in Category 1 - 3 structure fires, 2 grass fires, 4 vehicle fires, 2 dumpster fire

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

238 incidents in Category 3 – Rescue/EMS

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

22 Service Calls in Category 5 – 18 assists

21 Good Intent Calls in Category 6

33 False Alarms in Category 7

2 incident in Category 9 - Number issued in error

Major incidents to report in JGMFD districts or involving JGMFD Units

7/29 Mobile Home Fire SE Victory Dr. Grimes

Items of interest:

Fire Board Meeting August 16th to talk through recommendations from Study and direction on Updating the 28E agreement

TREASURER'S REPORT
CALENDAR 6/2022, FISCAL 12/2022

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
001	GENERAL	13,498,135.51	301,593.61	1,597,013.25	.00	12,202,715.87
002	LIBRARY FUND	176,793.61	763.35	50,098.40	.00	127,458.56
005	FIRE/RESCUE AUXILIARY	.00	.00	.00	.00	.00
110	ROAD USE TAX	3,541,507.64	270,033.55	308,485.46	.00	3,503,055.73
112	EMPLOYEE BENEFITS	1,074,089.70	15,623.29	119,516.94	.00	970,196.05
119	EMERGENCY FUND	.00	.00	.00	.00	.00
121	LOCAL OPTION SALES TAX	2,602,409.55	236,376.17	.00	.00	2,838,785.72
125	TAX INCREMENT FINANCING	488,239.50	23,405.81	.00	.00	511,645.31
160	HOTEL/MOTEL/ECON DEV	276,403.13	.00	34,249.54	.00	242,153.59
161	ECO DEVELOPMENT REVOLVING	167,275.40	1,069.70	.00	.00	168,345.10
167	RESTRICTED GIFTS	98,322.55	.00	4,000.00	.00	94,322.55
170	FEMA - FIRE DEPT	34,239.98	.00	.00	.00	34,239.98
200	DEBT SERVICE	983,160.42	11,456.25	1,350.00	.00	993,266.67
301	CAPITAL PROJECT FUND	6,587.32	.00	.00	.00	6,587.32
302	CP - ROAD DEVELOPMENT	3,020.07	.00	.00	.00	3,020.07
303	CP - WALLACE	.00	.00	.00	.00	.00
304	STM WATER MASTER PLAN	150,318.53	.00	.00	.00	150,318.53
305	CP - MAIN STREET	.00	.00	.00	.00	.00
306	CP - PRAIRIE/LITTLE BEAVE	.00	.00	.00	.00	.00
307	CP - STORM WATER	110,418.26	.00	.00	.00	110,418.26
308	CP-SW COUNTY LINE ROAD	96,863.71-	.00	.00	.00	96,863.71-
309	CP - PARKS	2,847,601.95	392,726.36	.00	.00	3,240,328.31
310	CP - FIRE	200,000.00	.00	.00	.00	200,000.00
311	CP - DOWNTOWN	.00	.00	.00	.00	.00
312	CP - S JAMES/SE 37TH ST	.00	.00	.00	.00	.00
313	CP - GRIMES COMMUNITY COM	213,227.47	300,000.00	14,200.00	.00	499,027.47
314	CP-NE GATEWAY/HOPE COMM	94,883.62-	.00	.00	.00	94,883.62-
315	CP N COMPLEX SANI CONNECT	4,808.51	.00	.00	.00	4,808.51
316	CP - WATER CAP IMPROVEMNT	.00	.00	.00	.00	.00
317	CP - COMP PLAN	11,721.80	.00	.00	.00	11,721.80
318	CP - CITY HALL	.00	.00	.00	.00	.00
319	KENNYBROOK PK WQI IMPRV	116,459.67-	.00	13,389.30	.00	129,848.97-
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	12,239.15-	.00	74,167.75	.00	86,406.90-
324	CP-Water Plant Exp 2019	436,360.33-	571,772.03	143,383.80	.00	7,972.10-
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	773,658.29-	703,377.00	375,812.25	.00	446,093.54-
329	NW TERRITORY LIFT STATION	394,788.99	.00	.00	.00	394,788.99
330	GIS MAPPING	67,181.75	.00	.00	.00	67,181.75
331	19TH ST SEWER EXTENSION	989,933.09	.00	.00	.00	989,933.09
332	ROAD USE EQUIPMENT	36,882.00	300,000.00	.00	.00	336,882.00
333	WRA PARALLEL SEWER	1,600,000.00	.00	.00	.00	1,600,000.00
334	HWY44 & COUNTY LN RD 2020	593,091.83	.00	16,486.00	.00	576,605.83
335	ANN SANI SEWER I&I REHAB	250,000.00	.00	.00	.00	250,000.00
336	SE 11th ST RR/James 2019	86,049.58	.00	.00	.00	86,049.58
337	CP-N MAIN & BEAVERBK SIG	.00	.00	.00	.00	.00
338	FY20 Drain prj 2nd/beaver	.00	.00	.00	.00	.00
339	HWY 141 & HWY 44 SIGNAL	275,141.14-	.00	8,236.51	.00	283,377.65-
340	ANNUAL SIGNAL IMPROVEMENT	569,750.00	.00	.00	.00	569,750.00

TREASURER'S REPORT
CALENDAR 6/2022, FISCAL 12/2022

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
341	HWY 44 STUDY	34,808.10-	.00	.00	.00	34,808.10-
342	WATER SYSTEM STUDY	9,500.00-	.00	.00	.00	9,500.00-
343	JAMES ST CORRIDOR STUDY	22,122.18-	.00	.00	.00	22,122.18-
344	PAVEMENT COND ANALYSIS	76,955.60	.00	.00	.00	76,955.60
345	ANNUAL WATER MAIN REPLACE	200,000.00	.00	.00	.00	200,000.00
346	HW TRAIL EXTENSION	98,691.70	.00	.00	.00	98,691.70
347	N SPORTS COMPLEX PARKING	315,532.52-	.00	8,972.50	.00	324,505.02-
348	SPLASH PAD	786,800.00	.00	2,800.00	.00	784,000.00
349	SE 6TH & S JAMES INTERSEC	1,663.25	.00	.00	.00	1,663.25
350	GRIMES LIBRARY BLDG FUND	7,047,824.27	.00	60,910.97	.00	6,986,913.30
351	37TH ST IMPROVEMENTS	663,717.35	.00	.00	.00	663,717.35
352	TRL RDG/BEAV/JACOB WTR MN	64,943.98	.00	4,695.35-	.00	69,639.33
353	SANI SEWER STUDY	22,505.41	.00	.00	.00	22,505.41
354	ANNUAL PCC PATCHING	150,000.00	600,000.00	.00	.00	750,000.00
355	TRAFFIC SIGNAL EQUIPMENT	75,000.00	.00	.00	.00	75,000.00
356	ANNUAL PAVEMENT PRESERVE	75,000.00	.00	.00	.00	75,000.00
357	S CMLX IRRIGATION PROJ	31,718.46	.00	.00	.00	31,718.46
358	ANN TRAIL IMPRV & PLAN	5,819.59	200,000.00	.00	.00	205,819.59
359	EMERGENCY WATER MAIN	89,142.25	.00	2,445.00-	.00	91,587.25
360	19TH ST WATER MAIN	356,768.84	.00	.00	.00	356,768.84
361	WW PLANT MBDR RETROFIT	28,926.53-	.00	.00	.00	28,926.53-
362	WRA SANI SWR PHASE 2	.00	.00	.00	.00	.00
363	WRA SANI SEWER PHASE 3	308,750.00-	308,750.00	.00	.00	.00
364	WRA SANI SWR PHS 4	332,125.53-	967,869.79	690,169.06	.00	54,424.80-
365	WALLACE FARM	69,750.00	1,340,460.19	120,210.19	.00	1,290,000.00
366	JACOB ST OVERLAY PROJ	71,600.00-	900,000.00	19,957.36	.00	808,442.64
367	GRIMESPLEX	12,171.27-	.00	76,623.03	.00	88,794.30-
368	TRL RDG/BEAVER WATER MAIN	.00	750,000.00	32,150.00	.00	717,850.00
369	SE 11TH & JAMES	.00	1,800,000.00	.00	.00	1,800,000.00
370	19th & Gateway signal	.00	300,000.00	.00	.00	300,000.00
371	11TH & GATEWAY SIGNAL	.00	300,000.00	.00	.00	300,000.00
372	N JORDAN WELL REPAIRS	.00	.00	.00	.00	.00
373	BLDG ACCESS CONTROL PROJ	.00	200,000.00	.00	.00	200,000.00
399	EQUIP REVOLVING PROGRAM	.00	.00	.00	.00	.00
600	WATER	7,975,416.50	418,214.39	174,707.24	.00	8,218,923.65
601	WATER DEPOSITS	192,996.95	19,883.71	1,905.96	.00	210,974.70
602	WATER SINKING	829,776.80	.00	.00	192,163.59-	637,613.21
603	WATER REC BOND	183,629.96	.00	.00	.00	183,629.96
610	SEWER	6,491,943.17	264,682.27	209,632.62	.00	6,546,992.82
611	SEWER SINKING	814,678.70	.00	.00	.00	814,678.70
670	LANDFILL/GARBAGE	605,091.90	47,373.43	95,779.84	.00	556,685.49
740	STORM WATER	2,620,032.86	64,148.54	31,650.15	.00	2,652,531.25
750	GRIMESPLEX	.00	349,900.00	.00	.00	349,900.00
Report Total		57,672,483.69	11,959,479.44	4,278,717.77	192,163.59-	65,161,081.77

BALANCE SHEET

CALENDAR 6/2022, FISCAL 12/2022

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL	1,295,455.88-	7,522,988.70
002-000-1110	CASH - LIBRARY	49,335.05-	127,458.56
110-000-1110	CASH - ROAD USE	38,451.91-	3,503,055.73
112-000-1110	CASH - EMPLOYEE BENEFITS	107,535.22-	961,378.20
121-000-1110	CASH - LOCAL OPTION SALES TAX	236,376.17	2,838,785.72
125-000-1110	CASH - TIF	23,405.81	511,645.31
160-000-1110	CASH - HOTEL/MOTEL/ECON DEV	34,249.54-	242,153.59
161-000-1110	CASH - ECO DEVELOP REVOLVING L	1,069.70	168,345.10
167-000-1110	CASH - LIBRARY RESTRICTED GIFT	4,000.00-	94,322.55
170-000-1110	CASH - FEMA/FIRE DEPT		34,239.98
200-000-1110	CASH - DEBT SERVICE	10,104.09	989,863.90
301-000-1110	CASH - CAPITAL PROJECTS		6,587.32
302-000-1110	CASH - CP - ROAD DEVELOPMENT		3,020.07
304-000-1110	CASH-STM WATER MASTER PLAN		150,318.53
307-000-1110	CASH - CP - STORM WATER		110,418.26
308-000-1110	CASH-CP SW COUNTY LINE ROAD		96,863.71-
309-000-1110	CASH - CP - PARKS	392,726.36	3,240,328.31
310-000-1110	CASH - CP-FIRE		200,000.00
313-000-1110	CASH - CP - GRIMES COMM COMPLE	285,800.00	499,027.47
314-000-1110	CASH-NE GATEWAY/HOPE COMM		94,883.62-
315-000-1110	CASH -N COMPLEX SANI CONNECT		4,808.51
317-000-1110	CASH - COMP PLAN		11,721.80
319-000-1110	CASH-KENNYBROOK PK WQI IMP	13,389.30-	129,848.97-
320-000-1110	CASH-NEW JORDAN WELL 2019		7,800.05
323-000-1110	CASH-WATER TOWER 2019	74,167.75-	86,406.90-
324-000-1110	CASH- WATER PLANT EXP 2019	428,388.23	7,972.10-
328-000-1110	CASH-WRA SANI SEWER PHASE 1	327,564.75	446,093.54-
329-000-1110	NW TERRITORY LIFT STATION CASH		394,788.99
330-000-1110	GIS MAPPING- CASH		67,181.75
331-000-1110	CASH-19TH ST SEWER EXTENSION		989,933.09
332-000-1110	CASH-ROAD USE EQUIPMENT	300,000.00	336,882.00
333-000-1110	CASH-WRA PARALLEL SEWER		1,600,000.00
334-000-1110	CASH-HWY 44 & CO LINE RD 2020	16,486.00-	576,605.83
335-000-1110	CASH-ANN SANI SWR I&I REHAB		250,000.00
336-000-1110	CASH-SE 11TH RR/JAMES 2019		86,049.58
339-000-1110	HWY 141 & HWY 44 SIGNAL CASH	8,236.51-	283,377.65-
340-000-1110	ANNUAL SIGNAL IMPROVEMENT CASH		569,750.00
341-000-1110	HWY 44 STUDY CASH		34,808.10-
342-000-1110	WATER SYSTEM STUDY CASH		9,500.00-
343-000-1110	JAMES ST CORRIDOR STUDY CASH		22,122.18-
344-000-1110	CASH PAVEMENT COND ANALYSIS		76,955.60
345-000-1110	CASH ANNUAL WATER MAIN REPLACE		200,000.00
346-000-1110	CASH HWY 44 TRAIL EXTENSION		98,691.70
347-000-1110	CASH N SPORTS COMPLEX PARKING	8,972.50-	324,505.02-
348-000-1110	CASH SPLASH PAD	2,800.00-	784,000.00
349-000-1110	SE 6TH & JAMES INTERSEC CASH		1,663.25
350-000-1110	GRIMES LIB BLDG CASH	60,910.97-	6,986,913.30
351-000-1110	CASH 37TH ST IMPROVEMENTS		663,717.35
352-000-1110	CASH TRL RD/BEAV/JAC WTR MN	4,695.35	69,639.33
353-000-1110	CASH SANI SEWER STUDY		22,505.41
354-000-1110	CASH ANNUAL PCC PATCHING	600,000.00	750,000.00

BALANCE SHEET

CALENDAR 6/2022, FISCAL 12/2022

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
355-000-1110	CASH TRAFFIC SIGNAL EQUIPMENT		75,000.00
356-000-1110	CASH ANNUAL PAVEMENT PRESERVE		75,000.00
357-000-1110	S COMPLEX IRRIGATION CASH		31,718.46
358-000-1110	ANN TRAIL IMP & PLANN CASH	200,000.00	205,819.59
359-000-1110	EMERGENCY WATER MAIN CASH	2,445.00	91,587.25
360-000-1110	19TH ST WATER MAIN CASH		356,768.84
361-000-1110	WW PLANT MBDR RETROFIT CASH		28,926.53-
363-000-1110	WRA SANI SWR PHS 3 CASH	308,750.00	
364-000-1110	WRA SANI SWR PHS 4 CASH	277,700.73	54,424.80-
365-000-1110	WALLACE FARM CASH	1,220,250.00	1,290,000.00
366-000-1110	JACOB ST OVERLAY CASH	880,042.64	808,442.64
367-000-1110	GRIMESPLEX CASH	76,623.03-	88,794.30-
368-000-1110	TRL RDG/BEAVER WTR MAIN CASH	717,850.00	717,850.00
369-000-1110	SE 11TH & JAMES CASH	1,800,000.00	1,800,000.00
370-000-1110	19TH & GATEWAY SIGNAL CASH	300,000.00	300,000.00
371-000-1110	11TH & GATEWAY SIGNAL CASH	300,000.00	300,000.00
373-000-1110	BLDG ACCESS CONT PROJ CASH	200,000.00	200,000.00
600-000-1110	CASH - WATER	242,086.25	5,534,459.16
601-000-1110	CASH - WATER DEPOSITS	17,977.75	208,544.00
602-000-1110	CASH - WATER SINKING	192,163.59-	637,613.21
603-000-1110	CASH - WATER REC BOND		183,629.96
610-000-1110	CASH - SEWER	54,836.86	3,342,649.76
611-000-1110	CASH - SEWER SINKING		814,678.70
670-000-1110	CASH - SOLID WASTE	48,406.41-	556,685.49
740-000-1110	CASH - STORM WATER	32,493.28	2,606,258.07
750-000-1110	CASH - GRIMESPLEX	349,900.00	349,900.00
	CASH TOTAL	7,483,279.31	54,531,622.55
112-000-1111	CASH - FLEX	3,641.57	8,817.85
	CASH TOTAL	3,641.57	8,817.85
001-000-1130	RESERVES - PARK CAP IMPROVE		234,812.58
600-000-1130	RESERVES - WATER TAPPING		605,712.67
610-000-1130	RESERVES - SEWER TAPPING		91,535.73
	RESERVES TOTAL	.00	932,060.98
001-000-1131	RESERVES - FIRE CAP IMPROVE		78,304.09
600-000-1131	RESERVES - WATER		35,000.00
	RESERVES TOTAL	.00	113,304.09
001-000-1132	RESERVES - RESCUE CAP IMPROVE		16,218.47
	RESERVES TOTAL	.00	16,218.47

BALANCE SHEET
CALENDAR 6/2022, FISCAL 12/2022

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
001-000-1133	RESERVES - PARK & REC GOAL		6,365.17
	RESERVES TOTAL	.00	6,365.17
001-000-1150	CASH - IPAIT	36.24	58,501.03
200-000-1150	CASH - IPAIT	2.16	3,402.77
	CASH - IPAIT TOTAL	38.40	61,903.80
600-000-1160	SAVINGS - WATER TAPPING	122.64	990,045.19
740-000-1160	SAVINGS - STORM WATER	5.11	46,273.18
	SAVINGS TOTAL	127.75	1,036,318.37
610-000-1161	SAVINGS - SEWER TAPPING	212.79	1,035,773.22
	SAVINGS - RACCOON TOTAL	212.79	1,035,773.22
600-000-1162	SAVINGS - VISION	1,298.26	1,053,706.63
	SAVINGS - VISION TOTAL	1,298.26	1,053,706.63
601-000-1170	WATER DEPOSIT CD 25712		2,430.70
	CD'S - CITY STATE TOTAL	.00	2,430.70
001-000-1171	CEMETERY CD 1 304927		31,497.77
001-000-1172	CEMETERY CD 3 222910		20,020.73
001-000-1173	CEMETERY CD 12014736		20,666.95
	CD'S BANKERS TRUST TOTAL	.00	72,185.45
001-000-1174	CD# 12510837 - GENERAL		2,106,670.19
	CD# 12510837 - GENERAL TOTAL	.00	2,106,670.19
001-000-1175	CD# 12396252 - GENERAL		2,106,670.19
	CD# 12396252 - GENERAL TOTAL	.00	2,106,670.19
610-000-1178	CHARTER SEW TAP CD		2,077,034.11

BALANCE SHEET
CALENDAR 6/2022, FISCAL 12/2022

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
	CHARTER SEW TAP CD TOTAL	.00	2,077,034.11
	TOTAL CASH	=====	=====
		7,488,598.08	65,161,081.77
		=====	=====

BUDGET REPORT

CALENDAR 6/2022, FISCAL 12/2022

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,374,185.00	111,412.00	1,340,302.20	97.53	33,882.80
	FIRE TOTAL	892,390.00	53,977.21	786,784.41	88.17	105,605.59
	AMBULANCE TOTAL	1,777,633.00	129,059.93	1,555,565.52	87.51	222,067.48
	BUILDING INSPECTIONS TOTAL	1,652,101.00	125,566.50	1,324,557.34	80.17	327,543.66
	ANIMAL CONTROL TOTAL	1,000.00	.00	193.50	19.35	806.50
	PUBLIC SAFETY TOTAL	5,697,309.00	420,015.64	5,007,402.97	87.89	689,906.03
	ROADS, BRIDGES, SIDEWALKS TOTA	2,895,941.00	416,688.21	2,379,795.96	82.18	516,145.04
	STREET LIGHTING TOTAL	249,000.00	14,097.83	198,670.05	79.79	50,329.95
	TRAFFIC CONTROL & SAFETY TOTA	17,500.00	823.44	10,174.22	58.14	7,325.78
	SNOW REMOVAL TOTAL	264,283.00	165.41	94,498.93	35.76	169,784.07
	PUBLIC WORKS TOTAL	3,426,724.00	431,774.89	2,683,139.16	78.30	743,584.84
	WATER,AIR,MOSQUITO CONTRO TOTA	8,000.00	.00	4,390.73	54.88	3,609.27
	HEALTH & SOCIAL SERVICES TOTA	8,000.00	.00	4,390.73	54.88	3,609.27
	LIBRARY TOTAL	837,637.00	65,185.61	771,010.79	92.05	66,626.21
	PARKS TOTAL	1,005,765.00	141,001.17	819,707.70	81.50	186,057.30
	NORTH COMPLEX TOTAL	41,000.00	4,118.01	20,740.70	50.59	20,259.30
	SOUTH COMPLEX TOTAL	41,000.00	4,908.26	40,672.81	99.20	327.19
	RECREATION TOTAL	274,300.00	32,340.10	331,798.83	120.96	57,498.83-
	REC - YOUTH PROGRAMS TOTAL	25,100.00	3,445.80	23,990.55	95.58	1,109.45
	REC - YOUTH SPORTS TOTAL	22,750.00	.00	14,599.48	64.17	8,150.52
	REC - ADULT PROGRAMS TOTAL	4,800.00	.00	2,921.59	60.87	1,878.41
	REC - ADULT SPORTS TOTAL	2,500.00	.00	1,018.78	40.75	1,481.22
	CEMETERY TOTAL	40,060.00	490.00	5,187.80	12.95	34,872.20
	GCC-GRIMES COMM COMPLEX TOTAL	212,150.00	27,448.72	166,495.30	78.48	45,654.70
	GRIMESPLEX TOTAL	368,500.00	.00	18,542.00	5.03	349,958.00
	CULTURE & RECREATION TOTAL	2,875,562.00	278,937.67	2,216,686.33	77.09	658,875.67
	ECONOMIC DEVELOPMENT TOTAL	3,293,157.00	82,828.83	3,250,085.06	98.69	43,071.94
	COMMUNITY & ECONOMIC DEV TOTA	3,293,157.00	82,828.83	3,250,085.06	98.69	43,071.94
	MAYOR/COUNCIL/CITY MGR TOTAL	317,993.00	21,339.93	290,075.36	91.22	27,917.64
	CLERK/TREASURER/ADM TOTAL	621,160.00	51,399.38	599,959.32	96.59	21,200.68
	ELECTIONS TOTAL	32,000.00	.00	24,886.60	77.77	7,113.40
	LEGAL SERVICES/ATTORNEY TOTAL	243,000.00	42,343.66	140,691.00	57.90	102,309.00
	CITY HALL/GENERAL BLDGS TOTAL	305,100.00	30,241.10	233,585.79	76.56	71,514.21
	TORT LIABILITY TOTAL	54,505.00	.00	54,500.76	99.99	4.24
	IT TOTAL	298,060.00	29,395.51	225,283.01	75.58	72,776.99
	OTHER GENERAL GOVERNMENT TOTA	500,000.00	375,186.98	424,462.37	84.89	75,537.63

BUDGET REPORT
CALENDAR 6/2022, FISCAL 12/2022

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL GOVERNMENT TOTAL	2,371,818.00	549,906.56	1,993,444.21	84.05	378,373.79
	ROADS, BRIDGES, SIDEWALKS TOTA	492,020.00	.00	492,020.00	100.00	.00
	2007 BOND TOTAL	718,082.00	250.00	718,081.25	100.00	.75
	2012 BOND TOTAL	359,860.00	.00	359,860.00	100.00	.00
	2015 BOND TOTAL	860,063.00	250.00	860,062.50	100.00	.50
	2017A BOND TOTAL	533,632.00	300.00	533,631.25	100.00	.75
	2017 REFINANCING BOND TOTAL	575,575.00	250.00	575,575.00	100.00	.00
	2020 GO BOND TOTAL	641,400.00	.00	641,400.00	100.00	.00
	2021 A GO BOND TOTAL	442,966.00	.00	444,789.72	100.41	1,823.72-
	2021 B GO LOST BOND TOTAL	295,523.00	.00	237,103.33	80.23	58,419.67
	2022A BOND TOTAL	.00	300.00	300.00	.00	300.00-
	DEBT SERVICE TOTAL	4,919,121.00	1,350.00	4,862,823.05	98.86	56,297.95
	FIRE TOTAL	200,000.00	.00	.00	.00	200,000.00
	AMBULANCE TOTAL	300,000.00	.00	274,617.00	91.54	25,383.00
	ROADS, BRIDGES, SIDEWALKS TOTA	2,355,000.00	44,679.87	2,692,640.04	114.34	337,640.04-
	STREET LIGHTING TOTAL	750,000.00	.00	56,250.00	7.50	693,750.00
	TRAFFIC CONTROL & SAFETY TOTA	75,000.00	.00	.00	.00	75,000.00
	LIBRARY TOTAL	7,850,000.00	60,910.97	747,167.20	9.52	7,102,832.80
	PARKS TOTAL	1,900,000.00	123,010.19	736,748.70	38.78	1,163,251.30
	NORTH COMPLEX TOTAL	400,000.00	8,972.50	722,155.02	180.54	322,155.02-
	GCC-GRIMES COMM COMPLEX TOTAL	388,400.00	14,200.00	149,401.11	38.47	238,998.89
	GRIMESPLEX TOTAL	.00	76,623.03	88,794.30	.00	88,794.30-
	WATER TOTAL	3,785,000.00	242,561.20	4,497,022.54	118.81	712,022.54-
	SEWER/SEWAGE DISPOSAL TOTAL	24,525,000.00	1,065,981.31	4,068,079.88	16.59	20,456,920.12
	STORM WATER TOTAL	475,300.00	13,389.30	929,603.17	195.58	454,303.17-
	CAPITAL PROJECTS TOTAL	43,003,700.00	1,650,328.37	14,962,478.96	34.79	28,041,221.04
	WATER TOTAL	4,517,853.00	176,613.20	3,818,846.03	84.53	699,006.97
	SEWER/SEWAGE DISPOSAL TOTAL	2,031,964.00	209,632.62	1,817,198.49	89.43	214,765.51
	LANDFILL/GARBAGE TOTAL	725,500.00	95,779.84	706,960.19	97.44	18,539.81
	STORM WATER TOTAL	650,360.00	31,650.15	361,717.31	55.62	288,642.69
	ENTERPRISE FUNDS TOTAL	7,925,677.00	513,675.81	6,704,722.02	84.59	1,220,954.98
	TRANSFERS IN/OUT TOTAL	8,106,651.00	349,900.00	8,100,901.00	99.93	5,750.00
	TRANSFER OUT TOTAL	8,106,651.00	349,900.00	8,100,901.00	99.93	5,750.00
	TOTAL EXPENSES	81,627,719.00	4,278,717.77	49,786,073.49	60.99	31,841,645.51

REVENUE REPORT

CALENDAR 6/2022, FISCAL 12/2022

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	11,631,547.00	301,593.61	11,612,953.65	99.84	18,593.35
	LIBRARY FUND TOTAL	632,873.00	763.35	648,513.90	102.47	15,640.90-
	FIRE/RESCUE AUXILIARY TOTAL	22,000.00	.00	.00	.00	22,000.00
	ROAD USE TAX TOTAL	1,334,660.00	270,033.55	2,029,200.20	152.04	694,540.20-
	EMPLOYEE BENEFITS TOTAL	2,057,690.00	15,623.29	2,067,390.99	100.47	9,700.99-
	LOCAL OPTION SALES TAX TOTAL	1,400,000.00	236,376.17	3,291,546.02	235.11	1,891,546.02-
	TAX INCREMENT FINANCING TOTAL	5,244,874.00	23,405.81	5,192,866.59	99.01	52,007.41
	HOTEL/MOTEL/ECON DEV TOTAL	66,000.00	.00	71,050.50	107.65	5,050.50-
	ECO DEVELOPMENT REVOLVING TOTA	12,835.00	1,069.70	12,836.44	100.01	1.44-
	RESTRICTED GIFTS TOTAL	4,000.00	.00	10,632.34	265.81	6,632.34-
	DEBT SERVICE TOTAL	5,111,325.00	11,456.25	5,118,761.57	100.15	7,436.57-
	CP - STORM WATER TOTAL	150,000.00	.00	.00	.00	150,000.00
	CP - PARKS TOTAL	650,000.00	392,726.36	392,726.36	60.42	257,273.64
	CP - GRIMES COMMUNITY COM TOTA	300,000.00	300,000.00	300,000.00	100.00	.00
	CP-New Jordan Well 2019 TOTAL	.00	.00	7,123.00	.00	7,123.00-
	CP-Water Tower 2019 TOTAL	.00	.00	141,308.43	.00	141,308.43-
	CP-Water Plant Exp 2019 TOTAL	2,900,000.00	571,772.03	3,092,369.60	106.63	192,369.60-
	WRA SANI SEWER PHASE 1 TOTAL	20,500,000.00	703,377.00	703,377.00	3.43	19,796,623.00
	19TH ST SEWER EXTENSION TOTAL	1,000,000.00	.00	.00	.00	1,000,000.00
	ROAD USE EQUIPMENT TOTAL	.00	300,000.00	300,000.00	.00	300,000.00-
	WRA PARALLEL SEWER TOTAL	1,600,000.00	.00	.00	.00	1,600,000.00
	HWY44 & COUNTY LN RD 2020 TOTA	.00	.00	2,622.55	.00	2,622.55-
	ANN SANI SEWER I&I REHAB TOTA	250,000.00	.00	.00	.00	250,000.00
	ANNUAL SIGNAL IMPROVEMENT TOTA	750,000.00	.00	.00	.00	750,000.00
	ANNUAL WATER MAIN REPLACE TOTA	200,000.00	.00	.00	.00	200,000.00
	HW TRAIL EXTENSION TOTAL	100,000.00	.00	.00	.00	100,000.00

REVENUE REPORT

CALENDAR 6/2022, FISCAL 12/2022

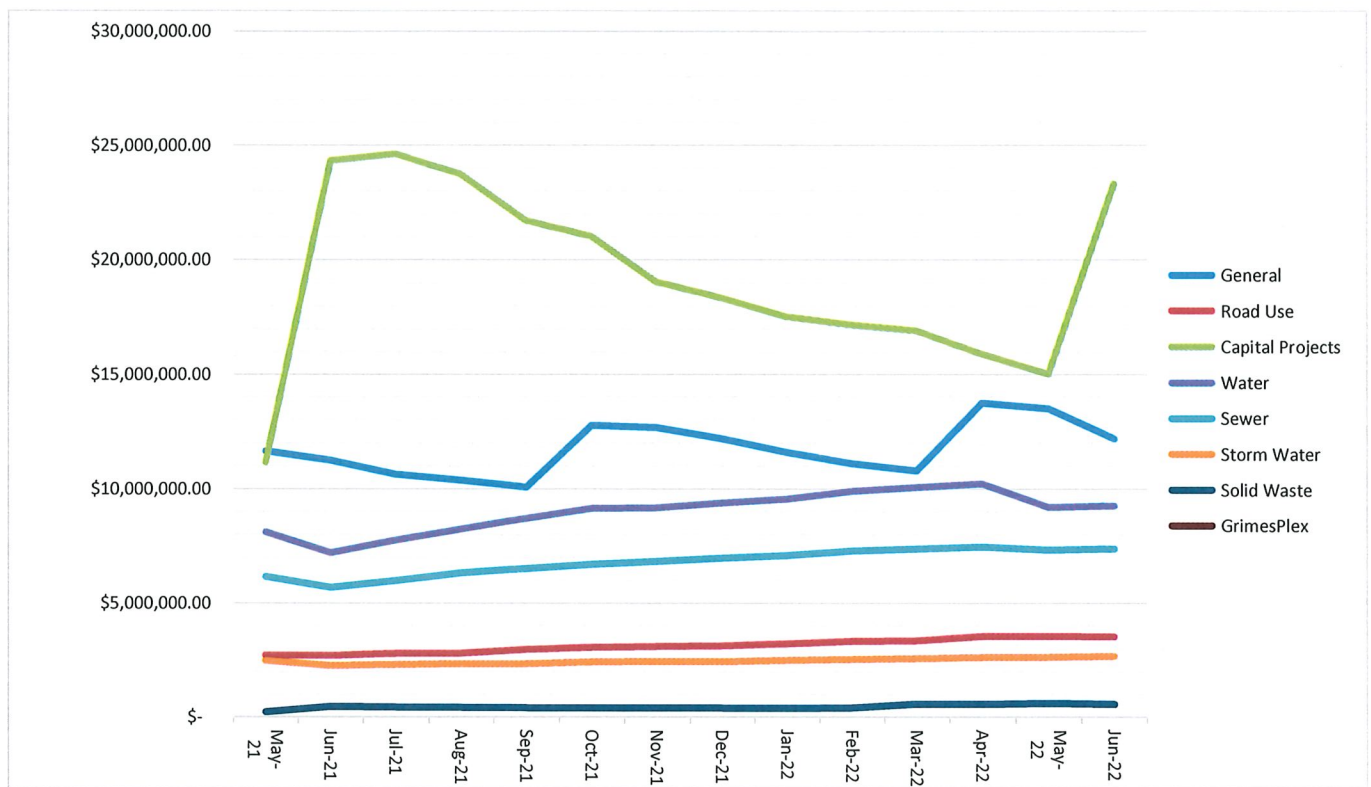
PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	N SPORTS COMPLEX PARKING TOTA	400,000.00	.00	.00	.00	400,000.00
	SPLASH PAD TOTAL	1,150,000.00	.00	200,000.00	17.39	950,000.00
	GRIMES LIBRARY BLDG FUND TOTA	7,075,000.00	.00	225.00	.00	7,074,775.00
	SANI SEWER STUDY TOTAL	200,000.00	.00	.00	.00	200,000.00
	ANNUAL PCC PATCHING TOTAL	150,000.00	600,000.00	600,000.00	400.00	450,000.00-
	TRAFFIC SIGNAL EQUIPMENT TOTA	75,000.00	.00	.00	.00	75,000.00
	ANNUAL PAVEMENT PRESERVE TOTA	75,000.00	.00	.00	.00	75,000.00
	ANN TRAIL IMPRV & PLAN TOTAL	.00	200,000.00	200,000.00	.00	200,000.00-
	EMERGENCY WATER MAIN TOTAL	.00	.00	500,000.00	.00	500,000.00-
	19TH ST WATER MAIN TOTAL	.00	.00	356,768.84	.00	356,768.84-
	WW PLANT MBDR RETROFIT TOTAL	.00	.00	250,000.00	.00	250,000.00-
	WRA SANI SEWER PHASE 3 TOTAL	.00	308,750.00	308,750.00	.00	308,750.00-
	WRA SANI SWR PHS 4 TOTAL	.00	967,869.79	967,869.79	.00	967,869.79-
	WALLACE FARM TOTAL	.00	1,340,460.19	1,410,210.19	.00	1,410,210.19-
	JACOB ST OVERLAY PROJ TOTAL	.00	900,000.00	900,000.00	.00	900,000.00-
	TRL RDG/BEAVER WATER MAIN TOTA	.00	750,000.00	750,000.00	.00	750,000.00-
	SE 11TH & JAMES TOTAL	.00	1,800,000.00	1,800,000.00	.00	1,800,000.00-
	19th & Gateway signal TOTAL	.00	300,000.00	300,000.00	.00	300,000.00-
	11TH & GATEWAY SIGNAL TOTAL	.00	300,000.00	300,000.00	.00	300,000.00-
	BLDG ACCESS CONTROL PROJ TOTA	.00	200,000.00	200,000.00	.00	200,000.00-
	WATER TOTAL	4,993,533.00	418,214.39	5,760,128.02	115.35	766,595.02-
	WATER DEPOSITS TOTAL	54,000.00	19,883.71	82,301.99	152.41	28,301.99-
	WATER SINKING TOTAL	1,779,353.00	.00	1,779,353.00	100.00	.00
	SEWER TOTAL	3,579,408.00	264,682.27	3,502,893.91	97.86	76,514.09
	SEWER SINKING TOTAL	375,000.00	.00	375,000.00	100.00	.00
	LANDFILL/GARBAGE TOTAL	778,500.00	47,373.43	789,945.14	101.47	11,445.14-

REVENUE REPORT
CALENDAR 6/2022, FISCAL 12/2022

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	STORM WATER TOTAL	719,850.00	64,148.54	768,017.36	106.69	48,167.36-
	GRIMESPLEX TOTAL	349,900.00	349,900.00	349,900.00	100.00	.00
		=====	=====	=====	=====	=====
	TOTAL REVENUE BY FUND	77,672,348.00	11,959,479.44	57,446,642.38	73.96	20,225,705.62
		=====	=====	=====	=====	=====



CITY OF GRIMES

101 NE Harvey, Grimes, Iowa 50111

515.986.3036 Fax 515.986.3846

Today's date: 8/8/22

Name of Organizer/ Planner: Ethan Kleckner

Address: 212 NW 23rd Ct

City: Grimes State: IA Zip Code 50111

Phone: 515 250 7798 Alternate phone: same

Email: kleckners@msn.com

Date(s) / Time(s) for Event 8/20/22

Date: 8/20/22 Start Time: 6:00 ☐ AM ☒ PM End Time: 11:00 ☐ AM ☒ PM

Optional Rain Date (must fall within same weekend) N/A

Date: _____ Start Time: _____ ☐ AM ☐ PM End Time: _____ ☐ AM ☐ PM

*Street Closures – please include a map of the area you desire to close and where you would like barricades

Street(s) to be blocked off:

Intersections: 23rd Ct 212 to west end AND _____

The Grimes City Council must approve all requests for street closures.

Please check all that apply:

- ☒ Erection of a tent or canopy
- ☐ Amplified sound (amplified music or band)
- ☐ Inflatables
- ☐ Food truck -

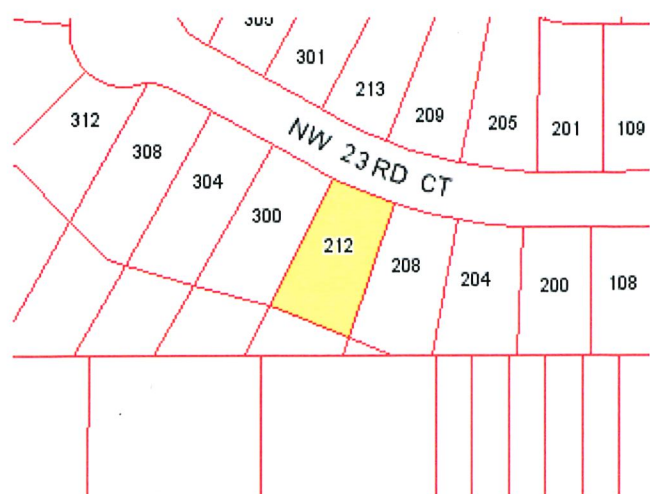
IMPORTANT: Portable equipment, or structures of any kind must not be located in the street to allow for emergency vehicle access if needed.

Fire Department Approval



Public Works Approval

Grimes City Council Approval



Amazon Charges	<u>Amount</u>	<u>Description</u>
IT Dept/HR	\$310.94	Laptop upgrades
Admin	\$115.16	Office supplies
	\$49.99	Office supplies
	\$165.65	Phone side bar
Library	\$550.04	Materials
	\$392.26	Office Supplies
	\$76.29	Programming Supplies
Parks & Rec	\$58.19	Summer Adventures Supplies
Dev. Services	\$54.75	Office supplies
	\$1,773.27	

Bankers Trust Credit Cards		
City of Grimes		
	\$95.00	Office equipment
	\$26.95	Postage
	\$30.74	Campaign Monitor
	\$0.31	International Transaction Fee
	\$113.96	Caseys - Training - LEAN Lunch
	\$21.19	Adobe Creative Sign - PW
	\$15.89	Adobe Acrobat STD - Tammy Johnson
	\$26.00	Cognito
	\$330.04	
Parks & Rec		
	\$386.57	Skateland - Summer Adventures
	\$314.16	City of Clive City Hall - Summer Adventures
	\$566.00	Blank Park Zoo - Summer Adventures
	\$30.00	Scheduling software maintenance
	\$360.00	Pump it Up - Summer Adventures
	\$312.00	Adel Parks and Rec - Summer Adventures
	\$520.00	Iowa Cubs - Summer Adventures
	\$270.00	Adel Family Fun Center - Summer Adventures
	\$282.00	Adel Parks and Rec - Summer Adventures
	\$422.53	Skateland - Summer Adventures
	\$261.80	City of Clive - Summer Adventures
	\$60.00	Costco renewal
	\$3,785.06	
Develop Service		
	\$94.44	Break room supplies
	\$795.40	2022 APWA flight - Engineers
	\$1,379.00	2022 APWA conference - Engineers
	\$2,268.84	
Public Works		
	\$375.00	APWA - job posting
	\$375.00	
Library		
	\$1,360.00	Young At Art - new building print
	\$132.00	Spam filter auto renewal
	\$44.80	Program Supplies
	\$348.00	Postage
	\$94.66	SRP programming supplies
	\$96.00	SRP programming supplies
	\$167.51	SRP programming supplies
	\$4.58	SRP programming supplies
	\$2,247.55	

CITY OF GRIMES CLAIMS 08/09/22

ICAP	INSURANCE	589.00
D&K PRODUCTS	CHEMICALS & SUPPLIES	4,718.23
A KINGS THRONE LLC	PORTABLE RESTROOM	2,405.20
AIA CORPORATION	DUTY UNIFORMS	972.38
RASMUSSEN AMANDA	MILEAGE	36.88
EUROFINS TESTAMERICA	WASTEWATER LAB TESTING	1,889.00
AMERICAN PUBLIC WORKS ASSOC.	APWA MEMBERSHIP DUES	925.00
BAKER & TAYLOR	MATERIALS - LIBRARY	714.82
BARCO PRODUCTS	PET WASTE BAGS	1,663.71
BLACK HILLS ENERGY	GAS	541.02
BDI SIGNS	PRESENTATION CHECKS	207.50
BOMGAARS	SUMMER PRG, STREET MAINT, SUPPLIES	1,129.35
KOHLES & BACH, INC	HVAC MAINTENANCE	285.00
BSN SPORTS	TAMPERS FOR PITCHING MOUND REP	250.98
CENTRAL IOWA PEST	SPRAYING FOR PESTS	325.00
CIVIL DESIGN ADVANTAGE	GRIMES PLEX	26,447.25
COLLECTION SERVICES CENTER	CHILD SUPPORT	1,378.42
CORE & MAIN	TOOLS FOR WATER REPAIR	327.50
CULLIGAN WATER COND.	WATER COOLER - LIBRARY	53.20
DALLAS COUNTY RECORDER	RECORDING FEES	12.00
DELL MARKETING L.P.	HARDWARE REPLACEMENT	3,519.96
FAREWAY STORES, INC.	SAFETY CITY SUMMER PRG FOOD	97.55
HUTCHINS FIONNUALA	MILEAGE REIMB - PROG AND MTG	85.81
HAWKEYE TRUCK EQUIPMENT	2 V PLOWS FOR TRUCKS	17,140.00
HAWKINS INC.	CHEMICALS FOR WATER AND RO	10,322.92
RODAN OFFICE CLEANING	CLEANING - LIBRARY	630.00
HILLYARD	TRASH BAGS	863.82
HOOPLA	MATERIALS - LIBRARY	1,027.32
RELIANT GASES, LTD	BULK CO2	1,753.92
IMWCA	INSTALLMENT 2 WORK COMP 22/23	10,679.00
IOWA DEPT OF REVENUE	WATER EXCISE AND SALES TAX JULY 2022	55,527.34
IOWA DOT	SIGN POSTS	979.50
IOWA FIRE EQUIPMENT CO.	FIRE EXTINGUISHER MAINTENANCE	181.00
IPERS	IPERS- REGULAR	97,186.00
IOWA SIGNAL INC	JAMES & BEAVERBROOKE INTERSECT	800.00
TENNAL KENTON	BASKETBALL CAMP 07/25-08/03	900.00
KLINE ELECTRIC INC	13TH STREET LIGHT REPAIR	1,020.00
LEAF	COPIER CONTRACT DS	323.38
LAWSON PRODUCTS	SHOP SUPPLIES	837.81
LIBERTY READY MIX	CONCRETE FOR STREET REPAIRS	7,307.00
LOGAN CONTRACTORS SUPPLY	EQUIPMENT MAINTENANCE	260.50
LOGOED APPAREL & PROMOTION	SAFETY SHIRTS - SEASONAL STAFF	745.39
MAIL SERVICES	MONTHLY REMINDER LETTERS	540.33
METRO WASTE AUTHORITY	MONTHLY CURB-IT FEE	17,854.33
MACQUEEN EQUIPMENT	SWEEPER REPAIR	2,159.96

MIDWEST BEARING & SUPPLY	BEARING FOR MOWER	147.42
MIDAMERICAN ENERGY	ELECTRIC	58,837.12
MISSISSIPPI LIME CO.	QUICKLIME	10,726.55
MTI DISTRIBUTING INC.	IRRIGATION REPAIRS	1,199.03
MUNICIPAL SUPPLY, INC.	MISC WATER DISTRIBUTION PARTS	4,459.40
O'HALLORAN INTERNATIONAL	VEHICLE REPAIRS - PW	1,920.39
O'REILLY AUTO PARTS	JUMPSTART PACK	334.80
OFFICE DEPOT CITY HALL	OFFICE SUPPLIES	116.15
ONESOURCE BACKGROUND CHECK	BACKGROUND CHECK - WHITTEN	35.00
TRUE VALUE	PROGRAMMING SUPPLIES	109.54
GRIMES TIRE & AUTO	MOWER TIRE REPAIR	36.72
PETERSON PEST & TERMITE	PEST CONTROL	35.00
MAWDSLEY LISA	FACE PAINTING - LIBRARY	275.00
POLK COUNTY CONSERVATION	SUMMER ADVENTURES-JESTER PARK	50.00
POLK CO RECORDER	AGREEMENT MISCELLANEOUS	277.00
RACOM CORPORATION	RADIO ACCESS	709.78
SHATTUCK/RPM INC	SOD - NORTH SPORTS COMPLEX	504.00
SMITH'S SEWER SERVICE	REPAIR SINK DRAIN	60.00
SPRAYER SPECIALTIES	PARTS FOR EQUIPMENT REPAIR	1,816.15
STAR EQUIPMENT LTD.	DEHUMIDIFIER RENTAL	824.06
STIVERS FORD	OIL CHANGE AND BATT REPLACE	766.49
TAPCO	RUMBLE STRIP	390.58
UNITED CONTRACTORS, INC	STREET REPAIR SUBBASE	153.96
USA BLUE BOOK	CHEMICALS FOR WATER TESTING	2,125.92
VESSCO, INC.	CHEMICAL PUMP TUBING WTR PLANT	342.04
VEENSTRA AND KIMM, INC.	WRA CONNECTOR	47,079.48
VAN MAANEN ELECTRIC, INC	HWY 44/COUNTY LINE TRAFFIC SIG	2,280.00
VAN WALL EQUIPMENT	JD1200A BUNKER & FIELD RAKE	17,422.24
GUTHRIE DAVE	WD GRADE 4 TEST	32.29
WILLIAMS SCOTSMAN, INC	MOBILE OFFICE	376.45
WHEN TO WORK, INC	SCHEDULING SOFTWARE	132.00
WRIGHT OUTDOOR SOLUTIONS	TREE REMOVAL	1,650.00
ZIEGLER	GENERATOR MAINT. CONTRACT	3,418.94
COLIBRI SYSTEMS	BOOK COVERS	797.32
ELM USA	DISC BUFFER - LIBRARY	25.00
RJ MARTIN EXCAVATING	HAULING OUT ST SWEEPER DIRT	804.10
IOWA DEPT. NAT. RESOURCES	NPDES ANNUAL FEE	1,275.00
EFTPS	FED/FICA TAX	54,129.41
KANOPY INC	MATERIALS	31.00
PFM FINANCIAL ADVISORS LC	2022 SEWER REVENUE BONDS	29,250.00
DES MOINES ASPHALT & PAVE	ASPHALT	262.80
MENARDS GRIMES	SUPPLIES	1,318.08
MI-FIBER, LLC	INTERNET	472.80
BOLTON AND MENK INC	VARIOUS CAPITAL PROJECTS	17,786.40
BULK TRANSPORT CO EAST	LIME AND DELIVERY	2,644.38
SHANK CONSTRUCTORS INC	WRA CONNECTOR - CONTRACT 4	756,106.14
DUCKETT, NICHOLAS	CLOTHING REIMBURSEMENT	137.95

INVISION	CONSTRUCTION ADMIN	7,802.99
DENMAN & COMPANY, LLP	AUDIT YEAR ENDED JUNE 30, 2022	4,000.00
VOYA	DEFER COMP PRE	3,613.46
TENNAL, MIKLANNET	VOLLEYBALL CAMP 07/25-07/27	697.50
AIG	DEFER COMP PRE	382.50
HORACE MANN	DEFER COMP ROTH	275.00
MASSMUTUAL	DEFER COMP ROTH	955.00
CHRISTENSEN DEVELOP 1 LLC	CONSULTING - LIBRARY	10,000.00
NILLES ASSOCIATES	SWMP/SWPPP SITE PLAN REVIEWS	8,000.00
LIFETIME ATHLETIC	TENNIS CAMP 07/25-07/28	562.50
CITY SUPPLY CORPORATION	PARKS SUPPLIES	545.14
MICROMARKETING LLC	MATERIALS - LIBRARY	44.19
ANKENY SANITATION	JULY RECYCLING	2,083.05
ON TRACK CONSTRUCTION, LC	NW TER LIFT STATION & FORCE MN	9,134.11
RENEWABLE ENERGY GROUP	FUEL	16,632.13
EBS	FIRE INS-PRE-TX	3,633.68
SYNERGY FIRE & SAFETY	HAULING SLUDGE TO WRA	52,971.82
GREIVING RACHEL	MILEAGE & REIMBURSEMENT	223.67
LINDE GAS & EQUIPMENT INC	ACETYLENE	200.95
CITY OF GRIMES FLEX	EMPLOYEE FLEX	6,192.21
CONFLUENCE	WALLACE FARM MASTER PLAN	2,115.90
SJ LOUIS CONSTRUCTION	WRA CONNECTOR - CONTRACT 1	1,356,953.99
INROADS LLC	2022 ASPHALT OVERLAY PROJECT	32,457.70
CITY OF GRIMES HSA	HSA BENEFIT	1,058.33
BOHROFEN DENNIS - PERM	WRA PERMANENT EASEMENT	129,500.00
BOHROFEN DENNIS - TEMP	WRA TEMPORARY EASEMENT	5,500.00
BOHROFEN DENNIS - MISC	LANDSCAPING	30,000.00
SPORTS FACILITIES DEVELOP	GRIMESPLEX PLANNING-PAYMENTS 1 & 2	58,666.00
HOMES BY ADVANTAGE - PERM	WRA PERMANENT EASEMENT	5,191.12
HOMES BY ADVANTAGE - TEMP	WRA TEMPORARY EASEMENT	1,255.04
DEPOSIT REFUNDS	REFUND DATE 08/02/2022	5,655.93
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	152,261.29
	CLAIMS TOTAL	3,209,863.36
	GENERAL FUND	342,996.03
	LIBRARY FUND FUND	32,196.33
	ROAD USE TAX FUND	99,294.78
	EMPLOYEE BENEFITS FUND	13,547.23
	WRA SANI SEWER PHASE 1 FUND	1,604,729.63
	NW TERRITORY LIFT STATION FUND	9,134.11
	HWY44 & COUNTY LN RD 2020 FUND	6,763.50
	HWY 44 STUDY FUND	791.90
	GRIMES LIBRARY BLDG FUND FUND	17,802.99
	WRA SANI SWR PHS 4 FUND	756,106.14
	WALLACE FARM FUND	2,115.90
	GRIMESPLEX FUND	85,113.25
	WATER FUND	121,807.74
	WATER DEPOSITS FUND	4,911.48

SEWER FUND	81,135.26
LANDFILL/GARBAGE FUND	19,939.31
STORM WATER FUND	11,342.78
GRIMESPLEX FUND	135.00
	3,209,863.36

RESOLUTION NO. 08-0722

RESOLUTION APPROVING VOLUNTARY ANNEXATION OF CERTAIN PROPERTY
INTO THE CITY OF GRIMES

WHEREAS, the City of Grimes, State of Iowa, is a duly organized municipal organization; and

WHEREAS, the City of Grimes, State of Iowa, has received applications for voluntary annexation from the property owners of certain real estate, attached hereto Exhibit A, located in Polk County, Iowa, and shown on the map identified as Exhibit B, attached hereto, and legally described on Exhibit C, attached hereto and made part hereof; and

WHEREAS, such property collectively adjoins the City as required by Chapter 368, Code of Iowa; and

WHEREAS, all required notification, notices and consultation meetings have been carried out pursuant to Chapter 368; and

WHEREAS, it is the desire of the Grimes City Council to approve the voluntary annexation of property into the City of Grimes.

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

1. That the applications for Voluntary Annexation are hereby approved and said property shown and described on Exhibit A and Exhibit B shall be annexed into the City of Grimes, Iowa, in accordance with Chapter 368, Code of Iowa.
2. That the Mayor, City Clerk, City Attorney and City Staff are hereby authorized and directed to prepare and execute all documents necessary for this annexation and are directed to file the same with the City Development Board as required by the Code of Iowa.

PASSED AND APPROVED this ____ day of _____, 2022.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

EXHIBIT A

APPLICATION FOR VOLUNTARY ANNEXATION TO THE CITY OF GRIMES

The undersigned, LeMar Koethe, the owner(s) or authorized representatives(s) of the owner(s) of all property legally described in "Exhibit A" attached hereto and by this reference made a part hereof, and as shown on the map "Exhibit B" attached hereto and by this reference made a part hereof, respectfully **request the property be annexed into the City of Grimes.**

Property Owners: 

Date: 5/2/2022

Date: _____

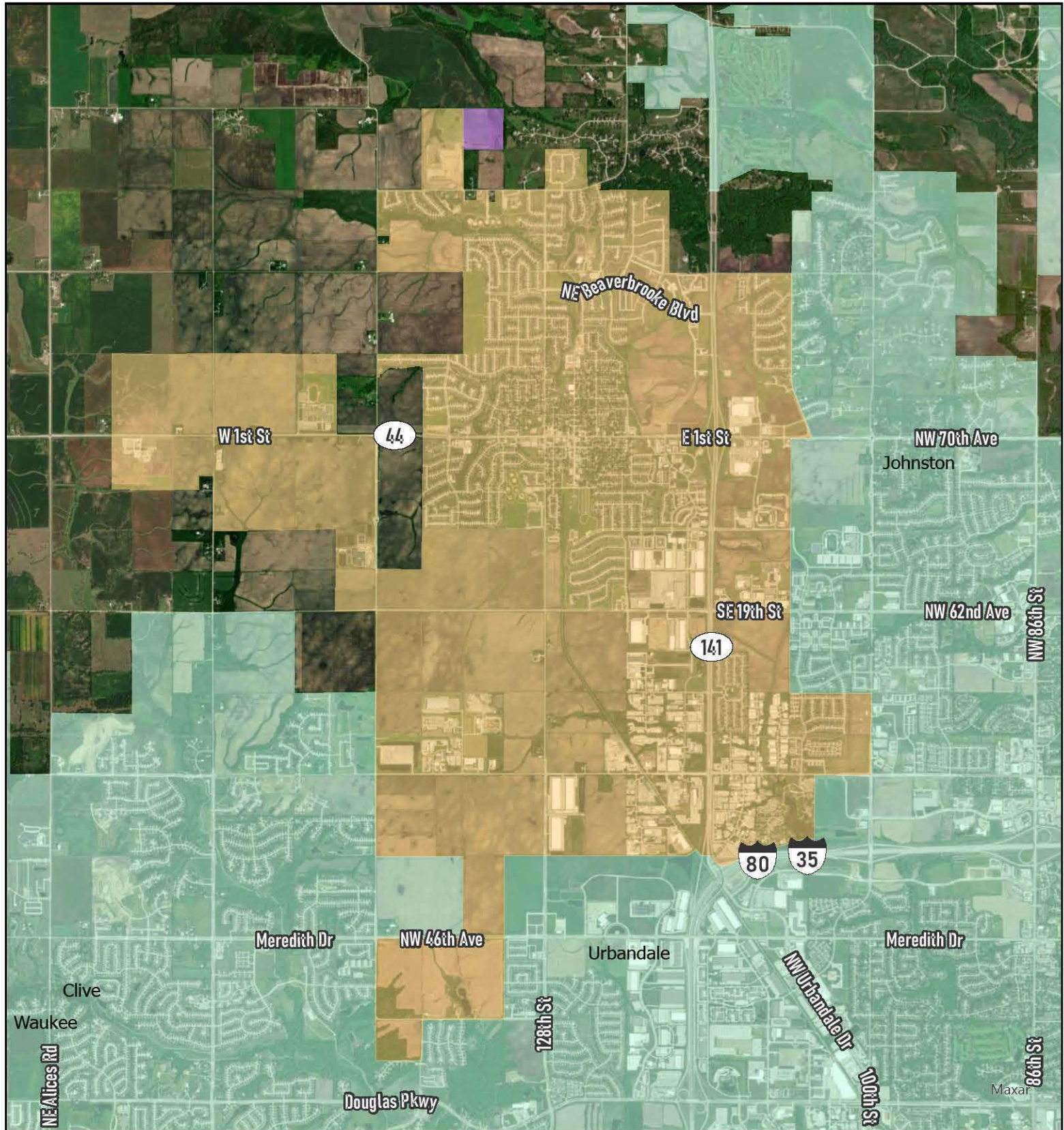
Attachments: Exhibit A: Legal description of the property
Exhibit B: Map showing location of the property within the proposed annexation area

EXHIBIT B



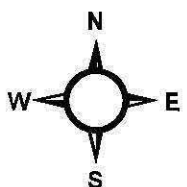
Annexation Territory

CITY OF GRIMES

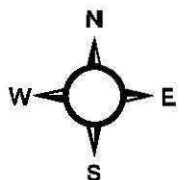


- Koethe Property
- Grimes City Limits
- Other Corporate Limits

0 1 2 Miles



CITY OF
GRIMES

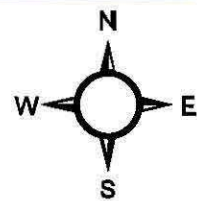
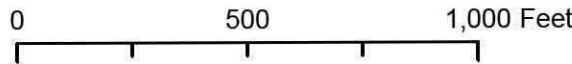


Annexation Property

CITY OF GRIMES

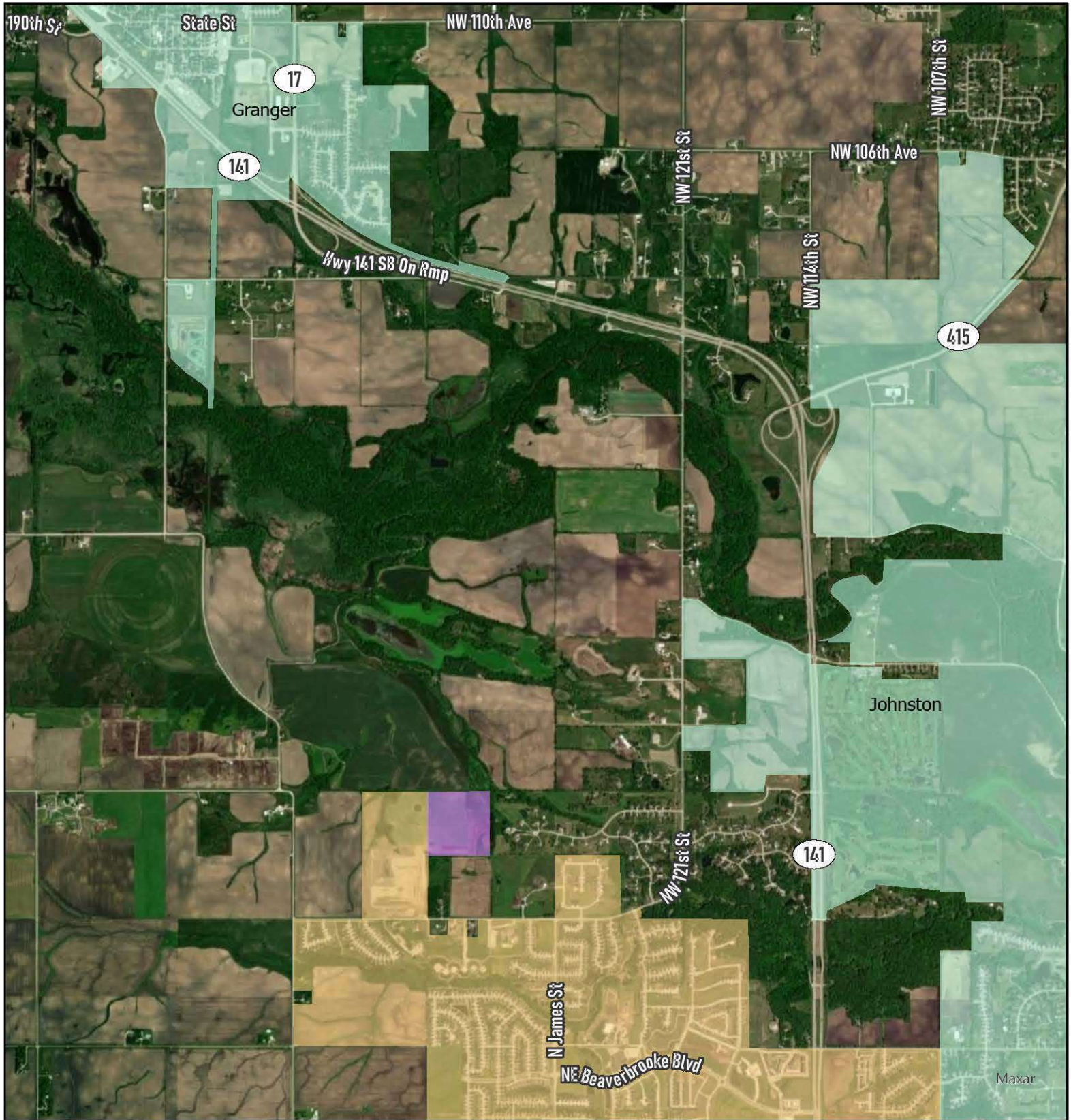


-  Koethe Property
-  Grimes City Limits
-  Parcels



Relation to Other Corporate Limits

CITY OF
GRIMES



-  Koethe Property
-  Grimes City Limits
-  Other Corporate Limits

0 0.5 1 Miles

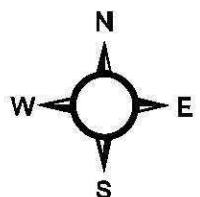


EXHIBIT C

WILLOW HILLS NORTH – ANNEXATION DESCRIPTION

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; EXCEPT THE EAST 50 FEET THEREOF AND CONTAINING 39.16 ACRES.



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

AGENDA MEMO

For Meeting of August 9, 2022

AGENDA HEADING: Resolution Adopting Schedule of Administrative Penalties for Violations of Industrial Pretreatment Ordinance Regulating Hauled Waste and Regulated Fat Oil and Grease Discharge by Food Service Establishments in Chapter 9 of the Municipal Code of the City of Grimes

SYNOPSIS: As a member of the WRA the City is required to adopt certain enforcement fees. The required enforcement fees allow WRA to enforce administrative penalties for non-compliance. These fees are related to the regulation of Sanitary Sewer Waste Haulers and Food Service Establishments. The enforcement process is consistent throughout WRA membership.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Adoption of Grimes Ordinance 765

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution.

GRIMES RESOLUTION NO. 08-0322

RESOLUTION ADOPTING SCHEDULE OF ADMINISTRATIVE PENALTIES FOR VIOLATIONS OF INDUSTRIAL PRETREATMENT ORDINANCE REGULATING HAULED WASTE AND REGULATING FAT, OIL AND GREASE DISCHARGE BY FOOD SERVICE ESTABLISHMENTS IN CHAPTER 9 OF THE MUNICIPAL CODE OF THE CITY OF GRIMES

WHEREAS, the Schedule of Administrative Penalties, is to be adopted by the Grimes City Council by resolution, ~~includes penalties for Industrial Pretreatment Ordinance Violation Relating to Regulation of Hauled Waste pursuant to Sections 9-1-151 through 9-1-159 of the Municipal Code, and further includes penalties for Industrial Pretreatment Ordinance Violations Relating to Regulation of Fat, Oil and Grease Discharge by Food Service Establishments pursuant to Section 9-1-114 and Sections 118-116 through 9-1-121 of the Municipal Code; and~~

WHEREAS, a Schedule of Administrative Penalties in relation to said Municipal Code Sections has been prepared for City Council consideration and is recommended for adoption, in form attached and on file in the Office of the City Clerk.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA, that the Schedule of Administrative Penalties, in form attached hereto and incorporated by this reference herein, specifying penalties for Industrial Pretreatment Ordinance Violation Relating to Regulation of Hauled Waste pursuant to Sections 9-1-151 through 9-1-159 of the Municipal Code, and specifying penalties for Industrial Pretreatment Ordinance Violations Relating to Regulation of Fat, Oil and Grease Discharge by Food Service Establishments pursuant to Section 9-1-116 and Sections 9-1-116 through 9-1-121, is hereby approved and adopted.

BE IT FURTHER RESOLVED that said Schedule of Administrative Penalties, as adopted by this Resolution, shall be maintained on file in the office of the City Clerk and the Public Works Department for public reference.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___ to ___ on the 9th day of August, 2022, and approved by the Mayor on the 9th day of August, 2022.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

SCHEDULE OF ADMINISTRATIVE PENALTIES

for Industrial Pretreatment Ordinance Violations Relating to Regulation of Fat, Oil and Grease Discharge by Food Service Establishments

The following schedule of administrative penalties for violations of Chapter 9 of the Grimes Code of Ordinances shall be charged pursuant to Sec. 9-1-123:

VIOLATION	PENALTY	
	First Violation within 12 months	Second & Subsequent Violations within 12 months
Sec. 9-1-114 Failure to install, operate or maintain grease interceptor/ trap	\$ 100	\$200
Sec. 9-1-116 Failure to comply with WRA director order	\$100	\$200
Sec. 9-1-117 Inadequate installation of grease interceptor/ trap and grease trap	\$100	\$200
Sec. 9-1-118 Failure to operate, maintain and clean grease interceptors/ trap	\$100	\$200
Sec. 9-1-119 Failure to maintain records	\$100	\$200
Sec. 9-1-120 Failure to provide, operate and maintain accessible monitoring facilities and allow inspections	\$100	\$200
Sec. 9-1-121 Failure to pay charges, fines, or inspection fees .	\$100	\$200

Notice of violation with the applicable penalty for such violations noted thereon shall be issued to the violator. Penalties shall be paid in full within 30 days of the issuance of the notice at the Grimes City Clerk's Office, Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa 50111.

Industrial Pretreatment Ordinance Violations Relating to Regulation of Fat, Oil and Grease Discharge by Food Service Establishments Administrative Penalties adopted by Grimes Resolution No. 08-0322 dated August 9, 2022; amended by Grimes Resolution No. 08-0422 dated August 9, 2022.



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

AGENDA MEMO

For Meeting of August 9, 2022

AGENDA HEADING: An Ordinance Amending Grimes Code of Ordinance Title 9 Relating to the Regulation of Industrial and Commercial Wastewater

SYNOPSIS: As a member of the WRA the City is required to adopt a standard Ordinance. The standard ordinance allows WRA to define and set standards related to industrial and commercial wastewater.

This amendment addresses several sections of Title 9. Changes are largely of an administrative nature and do not change the original intent of the ordinance.

This ordinance is consistent throughout WRA membership and the City has no ability to modify the requirements. The amendment will not go into effect until October 1, 2022

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Adoption of Grimes Ordinance 765

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Ordinance.

GRIMES ORDINANCE NO. 768

AN ORDINANCE AMENDING GRIMES CODE OF ORDINANCE TITLE 9 RELATING TO
REGULATION OF INDUSTRIAL AND COMMERCIAL WASTEWATER

SECTION 1. Purpose. The purpose of this Ordinance is to amend the Grimes Code of Ordinances Title 9 to amend ordinances relating to the regulation of industrial and commercial wastewater so that they are uniform with the Des Moines Metropolitan Wastewater Reclamation Authority (WRA) as the future provider of wastewater treatment services for Grimes.

SECTION 2. Amendment. This Ordinance amends Title Sections Grimes Code of Ordinances Sections 9-1-1, 9-1-27, 9-1-37, 9-1-53, 9-1-54, 9-1-55, 9-1-86, 9-1-87, 9-1-89, 9-1-115, 9-1-116, 9-1-118, 9-1-119, 9-1-120, 9-1-121, 9-1-152, 9-1-155, 9-1-156, 9-1-157, and 9-1-159, relating to the regulation of industrial wastewater and commercial wastewater, by adding the underlined language and deleting the language that has strike throughs, as follows:

Sec. 9-1-1 - Definitions.

....

Non-Significant Categorical Industrial User (NSCIU) is a Categorical user which never discharges more than 100 gallons per day of total categorical wastewater, as defined in 40 CFR 403.3(v)(2).

....

Waste generator means any person which hauls or has hauled on its behalf wastewater it generates to the WRF.

Waste hauler means a private contractor licensed by the WRA to deliver wastewater to the WRF or other locations approved by the WRA director, and includes all persons required to have a license under section 9-1-151 of this chapter.

....

WRA participating community or WRA participating communities means, individually or collectively, depending on context, the cities of Altoona, Ankeny, Bondurant, Clive, Cumming, Des Moines, Grimes, Johnston, Norwalk, Pleasant Hill, Polk City, Waukee, and West Des Moines, and Polk County, Warren County, the Urbandale Sanitary Sewer District, the Urbandale-Windsor Heights Sanitary District and the Greenfield Plaza/Hills of Coventry Sanitary District, together with any other cities, counties, or sanitary districts that become participating communities under the provisions of the WRA agreement.

Sec. 9-1-27. Discharge prohibitions.

....

(9) Any Radioactive material as defined in the wastes unless they comply with Atomic Energy Commission Act of 1954, as amended, and as defined in I.C. §136C.1, except materials which meet conditions of disposal by release into sanitary sewerage

~~pursuant to 10 CFR 20.2003, Commission Act of 1954 (68 Stat. 919 as amended and part 20, subpart D, Waste Disposal, section 20.303 of the regulations issued by the Atomic Energy Commission, or amendments thereto).~~

....
(12) ~~Hazardous Waste Pharmaceuticals for human or animal use as defined in 40 CFR 266.500.~~

Sec. 9-1-37 Fees.

To provide for the recovery of costs from users of the POTW and for the implementation of the pretreatment program established by this article, the following fees are hereby established and shall be applicable to discharges by all users:

- (1) All users shall be subject to the following fees and charges:
- a. The one-time wastewater discharge permit application fee shall be \$200.00 for a class A permit and \$100 for a class B permit, ~~and \$100 for a soil/groundwater remediation permit.~~
 - b. The annual fee for a class A wastewater discharge permit, including annual inspection of permitted users, shall be \$1,500.00 ~~\$1,000.00~~.
 - c. The annual fee for a class B wastewater discharge permit, including annual inspection of permitted users if completed or applicable, shall be \$750.00 ~~\$400.00~~.
 - d. The fee paid by each industrial user when an accidental discharge or slug load occurs shall be the total of all costs incurred by the WRA as a result of said discharge or load. Said fee may be charged by the WRA separately from and in addition to a civil penalty of up to \$1,000.00 charged to the user under section 9-1-85 of this article related to said discharge or load up to \$1,000.00. The fee shall reimburse the WRA for any costs incurred as a result of the discharge.
 - e. The trip charge fee for sampling or inspecting a user's discharge shall be \$50.00 per day event. An equipment fee of \$50.00 per event shall also apply when using a WRA-owned 24-hour automatic sampler. ~~The fee for subsequent consecutive days and for collecting grab samples shall be \$25.00 per day.~~ When a sampling or inspection event must be rescheduled due to failure of the user's sampling equipment, ~~or due to a sampler seal (used to detect sample tampering) being broken, monitoring facilities not being readily accessible or operational, or any other reason beyond the control of the WRA,~~ a trip charge of \$250.00 and a rescheduling fee of \$50.00 shall be assessed. ~~The trip charge fee may be waived if the user informs the WRA of sampling equipment failure prior to 8:00 a.m. of a scheduled sampling day.~~
 -
 - h. Fees for rescheduling a scheduled inspection with WRA personnel, with less than 24 hours' notice or if appropriate facility managers are unavailable at the scheduled time of inspection, annual or biannual inspections of permitted

users shall be \$100.00 per rescheduled inspection for those holding a class A permit and \$50.00 for those holding a class B permit.

....

- k. Prohibitive waste charges for each pollutant discharged in excess of permit or ordinance limits shall be ~~\$25~~50.00 per ~~violation-day~~ for class B permit holders and ~~\$100~~50.00 per ~~violation-day~~ for class A permit holders. ~~High strength~~Charges shall double if discharges ~~exceed~~ are slug ~~threshold values~~loads. Payment of fees does not preclude other enforcement action and may not be paid in lieu of compliance with discharge limitations.

- l. At the WRA's discretion, administrative cost recovery fees may be assessed separately to a user or added to a user's disposal fee for actions or occurrences subject to division 6 of this article which result in the need for additional labor, equipment, and/or materials from the WRA or its contractors, including but not limited to cleanup of spills, infrastructure maintenance, improper scale transactions, improper disposal, and waste source verification. Fees shall be assessed based on the actual costs incurred by the WRA, or on the estimated costs incurred by the WRA rounded down to the nearest multiple of twenty based on actual rates for labor, materials, and equipment with a minimum fee of not less than \$20.00. Fees under this section (l) will be charged in addition to charges, fines, fees, or other costs associated with rejected, unapproved, or atypical wastes under sections 9-1-158 and 9-1-159 of this chapter. Fees for inspection of a food service establishment as defined in division 5 of this article, regulation of fats, oils, and grease discharge by food service establishments, shall be \$50 per visit.

- (2) All users contributing wastewater in excess of the following concentrations shall be assessed a surcharge, which shall be in addition to the rates and charges ordinarily billed to such users for sewer use. Commencing October 1, 2022 until June 30, 2025, surcharges shall be assessed in accordance with the following rate schedule:

Pollutant	Surcharge per Pound of Pollutant for the Period:		
	<u>10/1/2022 – 6/30/2023</u>	<u>7/1/2023 – 6/30/2024</u>	<u>7/1/2024 – 6/30/2025</u>
<u>Total suspended solids in excess of 250 mg/l</u>	<u>\$ 0.18</u>	<u>\$ 0.20</u>	<u>\$ 0.22</u>
<u>BOD or CBOD in excess of 200 mg/l</u>	<u>0.14</u>	<u>0.17</u>	<u>0.21</u>
<u>TKN in excess of 30 mg/l</u>	<u>0.55</u>	<u>0.49</u>	<u>0.42</u>
<u>Oil and grease in excess of 100 mg/l</u>	<u>0.08</u>	<u>0.10</u>	<u>0.11</u>

Pollutant	Surcharge (per pound)
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Suspended solids in excess of 250 mg/l	\$0.16
BOD or CBOD in excess of 200 mg/l	-0.11
TKN in excess of 30 mg/l	-0.61
Oil and grease in excess of 100 mg/l	0.06

Commencing on July 1, 2025, surcharge rates listed in the above table shall be annually adjusted as of July 1 of each year to increase two percent per annum rounded to the nearest whole cent.

Chemical oxygen demand (COD) in excess of 300 mg/l may be used at the discretion of the WRA director in lieu of CBOD. In such case the excess COD concentration shall be multiplied by the known CBOD/COD ratio or by a ratio of two-thirds to establish an equivalent CBOD concentration.

Ammonia nitrogen (NH₃-N) in excess of 15 mg/l may be used at the discretion of the WRA director in lieu of TKN by multiplying the excess NH₃-N concentration times two to establish an equivalent TKN concentration.

- (3) The establishment and imposition of new or different fees or charges, in addition to or in substitution for those provided above in this section, shall be by ordinance amending this chapter. The amounts of the fees and charges established in this section shall be and remain in effect until such time as the WRA Board shall by resolution revise said fee amounts. Said revised fees and charges shall take effect after the board causes said resolution to be sent to this city council and thereafter causes same to be published in a newspaper of general circulation in each county in which participating communities are located.

Sec. 9-1-53 - Permit applications; baseline monitoring reports; compliance schedules.

Users applying for a wastewater discharge permit or categorical users submitting a baseline monitoring report shall submit the following information as required by 40 CFR 403.12 or by the WRA director:

- (1) Users applying for a wastewater discharge permit must submit an application form prescribed by the WRA and accompanied by the application fee. All new significant users must submit such application 180 days prior to the date of any wastewater discharge.
- (2) Existing users subject to new National Categorical Pretreatment Standards must, within 180 days after the effective date of the standard, submit a baseline monitoring report prescribed by the WRA. New users subject to National Categorical Pretreatment Standards must submit a baseline monitoring report prescribed by the WRA at least 90 days prior to commencement of discharge to the POTW. A baseline monitoring report shall include: such an application. The following information is required:
 - a. Name, address, and location of the facility, if different from the mailing address.
 - b. The name of the operator and owners of the facility ~~a person or agent authorized to accept legal service of process.~~

- c. Standard industrial classification (SIC) code of both the industry as a whole and any processes for which National Categorical Pretreatment Standards have been promulgated and a list of any environmental control permits held by or for the facility.
- d. A description of the operations including the average rate of production, applicable Standard Industrial Classification (SIC) codes, schematic process diagrams, and points of discharge to the POTW from regulated processes. Wastewater constituents and characteristics including any pollutants in the discharge which are limited by any federal, state, or local standards with sampling and analysis performed in accordance with Environmental Protection Agency approved methods, and meeting the following requirements:
1. The user shall identify the pretreatment standards applicable to each regulated process if the user is a categorical user.
 2. All samples shall be representative of daily operations.
 3. A minimum of four grab samples, if required, must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organics. For all other pollutants required, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques where feasible. The WRA director may waive flow-proportional composite sampling for any user who demonstrates that flow-proportional sampling is not feasible. In such cases, samples may be obtained through time-proportional techniques or through a minimum of four grab samples where the user demonstrates that such sampling will provide a representative sample of the effluent being discharged.
 4. Where the flow of the stream being sampled is less than or equal to 250,000 gallons per day, the user must analyze three samples within a two-week period. Where the flow of the stream being sampled is greater than 250,000 gallons per day, the user must analyze six samples within a two-week period.
 5. Samples must be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists and prior to mixing with other waste. If non-regulated wastewater is mixed with regulated wastewater prior to pretreatment, the user must measure the flows and concentrations necessary to allow use of the combined waste stream formula of 40 CFR 403.6(e) in order to evaluate compliance with pretreatment standards. Where an alternate concentrations or mass limit has been calculated in accordance with 40 CFR 403.6(e), this adjusted limit along with supporting data shall be submitted to the WRA director. Users not subject to categorical standards shall submit analysis of wastewater representative of the effluent discharged to the POTW.

6. The WRA director may allow the submission of an application which utilizes only historical data so long as the data provides information sufficient to determine the need for pretreatment.

7. A statement indicating the time, date and place of sampling, methods of analysis, and certifying that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW shall accompany each application/baseline monitoring report unless such sampling and analysis was performed by WRF.

- e. Daily average and daily maximum flow measurements for regulated process waste streams and nonregulated waste streams where necessary Time and duration of all discharges.
- f. The categorical user shall identify the pretreatment standards applicable to each regulated process and shall submit the results of sampling and analysis identifying the nature and concentration (or mass, where required) of pollutants contained therein which are limited by the applicable pretreatment standards from each regulated process Daily maximum, daily average, and monthly average wastewater flow rates, including daily, monthly, and seasonal variations, if any.
- g. The user shall take a minimum of one representative sample immediately downstream of any pretreatment facility or immediately downstream of each regulated process if no pretreatment exists and prior to mixing with other waste to compile that data necessary to comply with this requirement. If non-regulated wastewater is mixed with regulated wastewater prior to pretreatment, the user must measure the flows and concentrations necessary to allow use of the combined waste stream formula of 40 CFR 403.6(e) in order to evaluate compliance with pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e), this adjusted limit along with supporting data shall be submitted to the WRA director. Sampling and analysis shall be performed in accordance with 40 CFR 136 or other verified method approved by the WRA director Description of activities, facilities, and plant processes at the site, including a list of all raw materials and chemicals used at the facility which are or could accidentally or intentionally be discharged to the POTW.
- h. The time, date, and place of sampling, methods of analysis, and certification that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW The site plans, floor plans and mechanical and plumbing plans and details to show all sewers, floor drains, and appurtenances by size, location and elevation. The plans shall include a schematic process diagram which indicates all points of discharge to the POTW. All plans must be certified for accuracy by a professional engineer registered in the state.
- i. Historical data may be allowed by the WRA director so long as the data provides information sufficient to determine the need for industrial pretreatment measures. Each product produced by type, amount, process and rate of production.

- j. Certification by an authorized representative of the user as referenced in section 9-1-63 and certified to by a qualified professional indicating whether pretreatment standards are being met on a consistent basis and, if not, whether additional operation and maintenance or additional pretreatment is required for the user to meet pretreatment standards and requirements. Type and amount of raw materials processed (average and maximum per day).
- k. If additional pretreatment or O&M will be required to meet pretreatment standards, requirements, discharge limits as set forth in section 9-1-27, 9-1-28 of this article, or any other limit set by the WRA director, the user shall supply a compliance schedule indicating the shortest time schedule necessary to accomplish installation or adoption of such additional pretreatment or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. The following conditions apply to this schedule:
- i. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards. Such schedule shall include, where applicable, but shall not be limited to dates for the hiring of an engineer, completing preliminary plans, executing contracts for major components, commencing construction, beginning operation, and conducting routine operations.
 - ii. No increment referred to in subsection (2)k.i of this section shall exceed nine months, nor shall the total compliance period exceed 18 months.
 - iii. No later than 14 days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the WRA director, including, at a minimum, whether or not it complied with the increment of progress, the reason for any delay, and the steps being taken by the user to return to the established schedule. In no event shall more than nine months elapse between such progress reports to the WRA director.
Number and type of employees and hours of operation and proposed or actual hours of operation of the pretreatment facility.
- l. A minimum of four grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds. For all other pollutants required, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques where feasible. The WRA director may waive flow-proportional composite sampling for any user who demonstrates that flow-proportional sampling is not feasible. In such cases, samples may be obtained through time-proportional techniques or through a minimum of four grab samples where the user

~~demonstrates that such sampling will provide a representative sample of the effluent being discharged~~A statement, reviewed by an authorized representative of the user, as defined in section 118-378 of this division, and certified to by a professional engineer registered in the state, indicating whether pretreatment standards are being met on a consistent basis and if not whether additional operation and maintenance or additional pretreatment is required for the user to meet pretreatment standards and requirements.

~~m. If additional pretreatment or O&M will be required to meet pretreatment standards or requirements, the user shall supply a compliance schedule indicating the shortest time schedule necessary to accomplish installation or adoption of such additional pretreatment or O&M. The completion date in this schedule shall not be longer than the compliance date established for the applicable pretreatment standard. The following conditions apply to this schedule:~~

~~1. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards. Such schedule shall include, where applicable, but shall not be limited to dates for the hiring of an engineer, completing preliminary plans, executing contracts for major components, commencing construction, beginning operation, and conducting routine operations.~~

~~2. No increment referred to in subsection (1)m.1 of this section shall exceed nine months, nor shall the total compliance period exceed 18 months.~~

~~3. No later than 14 days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the WRA director, including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and if appropriate the steps being taken by the user to return to the established schedule. In no event shall more than nine months elapse between such progress reports to the WRA director.~~

~~n. If additional pretreatment and/or operation and maintenance will be required to meet the limits on discharge into the POTW set forth in section 118-342, 118-343, 118-344 of this article, or any other limits set by the WRA director, a plan shall be provided by the user giving the shortest schedule by which the user will provide the needed equipment, operation, or maintenance changes and additions to meet such limits. The completion date in this schedule shall not be later than the compliance date established for the National Categorical Pretreatment Standards. For a compliance schedule for meeting National Categorical Pretreatment Standards the following condition shall apply:~~

~~1. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment~~

~~required to meet the applicable National Categorical Pretreatment Standards. Such schedule shall include, where applicable, but not be limited to dates for the hiring of an engineer, completing preliminary plans, completing final plans, executing contracts for major components, commencing construction and completing construction.~~

- ~~2. No time increment in the schedule may exceed nine months.~~
- ~~3. No later than 14 days after each date in the schedule and the final date for compliance, the user shall submit a progress report to the WRA director stating whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the user to return to the schedule established. In no case shall more than nine months elapse between such progress reports to the WRA.~~
- ~~o. Any additional information required by the WRA director to evaluate a permit application.~~
- (3) New significant users not subject to categorical standards shall submit analysis of wastewater representative of the effluent discharged to the POTW as required in subsections (2)g-i of this section for all parameters deemed necessary by the WRA director.
- (4) New or existing industrial users not subject to categorical pretreatment standards who fail to meet local, state, or federal pretreatment standards or other permit requirements on a consistent basis shall be subject to compliance schedules for additional pretreatment or O&M as outlined in subsection (2)k of this section.
- (2)(5) All applications and reports must contain the certification statement and be signed in accordance with section 9-1-63 of this division.

Sec. 9-1-54 - Report on compliance by categorical users industries.

Users subject to National Categorical Pretreatment Standards shall submit a report to the WRA director containing the information described in ~~subsections 9-1-53(2)c, (1)d, (1)e and (1)k~~ of this division ~~within 90 days following the date for final compliance with applicable National Categorical Pretreatment Standards or, if a new source, following commencement of discharge.~~ Users subject to equivalent mass or concentration limits shall provide a reasonable measure of the user's longterm production rate. For all other users subject to National Categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production or other measure of operation, this report shall include the user's actual production during the appropriate sampling period. All reports must contain the certification statement and be signed in accordance with ~~section 9-1-63 of this division.~~

Sec. 9-1-55 - Permit contents.

Wastewater discharge permits shall include such conditions as are reasonably deemed necessary by the WRA director to prevent pass through or interference; protect the quality of the water body receiving effluent from the POTW; protect worker health and safety; facilitate the WRA's sludge management and disposal program; ~~protect ambient air quality; and protect against damage to the~~

POTW. The WRA director may include the following items in the permit, and such additional items as the director determines necessary or prudent:

....

Sec. 9-1-86 - Performance and payment bonds.

(a) The WRA director may decline to reissue a permit to any user who has failed to comply with this article or any order or previous permit issued under this article unless such user first files a satisfactory bond payable to the WRA in a sum not to exceed the value determined by the WRA director to be necessary to achieve compliance giving due consideration to the number and magnitude of previous violations, potential need for remediation and stating the reasons which support the amount of bond in a written order directed to the user, but in no case shall the bond be required to be greater than \$100,000.00. The user shall use a bond form prescribed by the WRA.

(b) The WRA director may require any user, including any permitted or non-permitted waste generator which sends its wastewater by truck to the WRF, to obtain a bond payable to the WRA with reasonable surety in a penal sum which will adequately cover treatment costs, surcharges, fees, or any other charges associated with discharge of wastewater to the POTW in the amount as listed in section 9-1-152. The user shall use a bond form prescribed by the WRA.

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Sec. 9-1-87 - Revocation of discharge permit; termination of sewer service.

(a) *Grounds for revocation of discharge permit and/or for termination of sewer service.* Any user who violates this article, any condition of its wastewater discharge permit, or any of the following is subject to having its discharge permit revoked and/or its sewer service terminated in accordance with the procedures of this section:

....

(7) Failure to pay fines, fees, surcharges, or sewer ~~service~~ charges.

....

(11) Failure to pay actual costs for negligent damage, or actual costs and penalties charged for grossly negligent or intentional damage, to the POTW not addressed elsewhere in this article.

(b) *Procedure for revocation of discharge permit and for termination of sewer service.* The procedure for revocation of a discharge permit and termination of sewer service shall be as follows:

....

(6) Upon determination by the WRA director that the user's sewer service connection to the POTW be terminated, the director's written order shall be sent to the city public works department who shall cause the user's connection to the sewer to be severed or plugged. The manner of severance and procedure for disconnection shall be determined by the city public works department. Upon completion of the disconnection, the city public works department shall certify to the WRA director the city's cost to disconnect the user's sewer service. Upon receipt of such

certification of costs, the WRA director shall forward to the user whose service was disconnected by registered mail return receipt requested, certified mail, or personal service a bill for the cost of making the disconnection, including all costs for labor and materials, and a service charge of \$400500.00 for WRA supervision.

....

Sec. 9-1-89 - Reinstatement of service.

If service is severed pursuant to this division, the service may be reinstated in the following manner:

- (1) Upon payment to the WRA of any delinquency in full, supervision fee of ~~\$500~~400.00, and an inspection by the WRA director to determine whether the original cause for termination has been corrected, the WRA will issue a permit for reconnection of the building service line to the POTW. Such reconnection costs, plus inspection fees for the city in accordance with this Code, shall be at the sole expense of the user.

....

Sec. 9-1-115 - Exemption from grease interceptor installation requirement for existing facilities.

The requirements of ~~section 9-1-114~~ shall not apply to that portion of a building or facility within which an FSE is in existence on the effective date if:

....

- (2) Any repair, remodeling or renovation of the wastewater plumbing system in the existing FSE involves only (1) the repair of leaks or the clearing of stoppages in drains, soil, waste or vent piping, or (2) the removal and reinstallation of a sink, toilet or hot water heater; provided that such work does not involve replacement, rearrangement or moving of wastewater pipes, floor sinks, drainage fixtures or grease traps; and

....

Sec 9-1-116 - Compliance procedures.

....

- (b) An FSE shall be deemed compliant, unless the WRA director or local building official or designee determines that an existing grease trap or grease interceptor is incapable of adequately retaining FOG. In such cases, the ~~d~~Director may order the FSE to install an adequate grease interceptor within a specified time period if:

....

- (3) ~~the~~ The FSE's discharge to the POTW is at any time determined to exceed four hundred (400) mg/l total FOG.

....

Sec. 9-1-118. Operation, maintenance and cleaning of grease interceptors and grease traps and grease hauler certification.

-
- (b) The owner or operator of the FSE shall cause the grease interceptor or trap to be cleaned as hereinafter required when FOG and solids reach 25 percent% of the design liquid level of the grease interceptor or trap, or sooner if necessary to prevent carry over of FOG from the grease interceptor or trap into the city sanitary sewer system. Interceptors and traps shall be cleaned at three (3) month intervals or less. A longer cleaning interval must be approved by the WRA ~~Director~~director. ~~If the owner or operator of the FSE, or an employee of the owner or operator, has a current grease hauler certification from the WRA indicating satisfactory completion of the course of training offered by the WRA on the cleaning of grease interceptors and traps, such person or persons may clean the grease trap in the facility included in such grease hauler's certification. Failure to adequately clean the grease trap, properly dispose of all grease trap waste, or maintain clean out records and measurements may result in revocation of a grease hauler certification pursuant to Sec. 118-463. Alternatively,~~ The owner or operator of an FSE ~~may~~shall employ a waste hauler licensed by the WRA pursuant to division 6 of article III of this chapter to clean the grease interceptor or trap, provided that the waste hauler personnel performing the cleaning has a current grease hauler certification from the WRA indicating satisfactory completion of the course of training offered by the WRA on the cleaning of grease interceptors and traps.
- (c) Any person who cleans a grease interceptor or trap shall do so in accordance with the following procedures and requirements. The person cleaning the grease interceptor or trap shall:
- (1) Completely empty and remove the contents (liquids and sludge) of all vaults of the grease interceptor or trap, and remove the grease mat and scrapings from the interior walls. As part of each cleaning of a grease interceptor or trap, ~~the owner or operator of the FSE, or the licensed waste hauler employed by the FSE owner or operator,~~ shall perform the following maintenance activities:

....
 - (2) Not deposit waste and wastewater removed from a grease interceptor/trap back into the grease interceptor/trap from which the waste or wastewater was removed, or into any other grease interceptor/trap or drainage fixture connected to the sanitary sewer, for the purpose of reducing the volume of waste and wastewater to be disposed of.
-
- (e) The WRA ~~Director~~director may issue a grease hauler certification upon satisfactory completion of the course of training offered by the WRA on the proper maintenance and cleaning of grease interceptors and traps, disposal procedures, and record keeping. Such certification shall be for a period of 5 years and shall be in effect for the person receiving such training ~~and for the FSE site for which such person is the owner, operator or employee thereof.~~ Grease haulers certified by the WRA shall be subject to a grease interceptor cleanout inspection by WRA personnel, not less than once every two years, for purposes

of the hauler demonstrating its compliance with requirements in this section. Such inspections shall be scheduled at a time which coincides with normal working hours for WRA personnel, shall involve all individuals employed by the same company who have been issued a grease hauler certification by the WRA, and shall be conducted at an FSE within the WRA service area. Failure to follow WRA's cleanout procedures or other requirements of this section may result in fines, additional scheduled cleanout inspections, and loss of grease hauler certification status, individually or company-wide, with the WRA.

Sec. 9-1-119 - Records and record keeping.

- (a) Required Records. The owner or operator of an FSE which is required to pass wastewater through a grease interceptor or trap shall maintain a written record of grease interceptor or trap maintenance, including a log showing the dates upon which the grease interceptor or trap was inspected and the estimated amount of FOG present in the grease interceptor or trap at each inspection, the date upon which waste and wastewater was removed from the grease interceptor or trap and disposed of, ~~and the location and means of such disposal of waste and wastewater, and the name and employer or the person or persons performing each of said tasks.~~ The log shall further include a record of the placement of any approved or unapproved additive into the grease interceptor, grease trap or building sewer on a constant, regular or scheduled basis, including the type and amount of additive placed on each such occasion. Only additives approved by the WRA director pursuant to section 9-1-118(c)(3) may be used in a grease interceptor.

....

Sec. 9-1-120 - Inspection of grease interceptors and related sewers and equipment.

The owner or operator of an FSE shall:

- (1) Provide, operate and maintain, at its expense, safe and accessible monitoring facilities (such as a suitable manhole), and shall make such monitoring facilities available for inspection, for routine cleanouts by the owner or operator's licensed grease hauler, and for sampling and flow measurement of the building sewer or internal drainage systems. There shall be ample room in or near such monitoring ~~facility-facilities~~ to allow for proper inspection, accurate sampling and preparation of samples for analysis. The monitoring facilities shall be maintained such that the device(s) is readily and immediately accessible for inspections and cleanouts being free of coverings, building materials, pavements, or any other obstructions.
- (2) ~~Shall allow~~ personnel authorized by the WRA director or by the city building official or designee, bearing proper credentials and identification, to enter upon or into any building, facility or property housing an FSE at any reasonable time and without prior notification, for the purpose of inspection, observation, measurement, sampling, testing or record review, in accordance with this division.
- (3) ~~Shall, upon~~ request by the WRA director's authorized representative, open any grease interceptor or grease trap for the purpose of confirming that maintenance frequency is appropriate, that all necessary parts of the installation are in place including, but not limited to, baffles, and effluent tees, and that all grease

interceptors, traps, and related equipment and piping is maintained in efficient operating condition.

- (4) ~~Shall~~ ~~accommodate~~ compliance inspections and sampling events by the authorized representatives of the WRA director or of the city building official. Staff may conduct routine inspections and sampling events of any food service establishment. Non-routine inspection and sampling events shall occur more frequently when there is a history of non-compliance with this division and when blockages occur in the city's sanitary sewer system downstream of the FSE.

Sec. 9-1-121 - ~~Inspection Fees~~ Trip Charges.

The fees for inspection of an FSE shall be as provided in section 9-1-37 and shall be paid within ~~thirty (30)~~ days of the date of the invoice for such fees. A trip charge of \$50.00, as referenced in ~~section 9-1-37(1)(e)~~, shall be assessed in conjunction with the violation of any requirement of ~~section 9-1-120~~ which results in the need for WRA personnel to reschedule such inspection of grease interceptor/trap or food service establishment, and shall be paid within 30 days of the date of the invoice for such charge.

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Sec. 9-1-152 - Issuance of license; payment bond requirements.

The waste hauler's license shall be issued by the WRA director upon written application that shall consist of the following minimum requirements:

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- (2) *License fee and bond.* An application shall require the payment of a fee of \$60.00 for each vehicle used by the applicant and the posting of a bond with reasonable surety in ~~the a~~ penal sum ~~of \$10,000.00~~ which shall cover no less than two months of average or estimated treatment fees at the WRF for the faithful compliance with this division, including prompt payment of treatment costs, surcharges, fees and, fines and damages. Bond amounts shall be up to \$100,000.00 but not less than \$20,000.00 and structured as follows or as required by the WRA director:

Total Monthly Treatment Fees	Surety Bond Amount
< \$10,000	\$20,000.00
\$10,001 - \$20,000	\$40,000.00
\$20,001 - \$40,000	\$60,000.00
> \$40,001	\$100,000.00

WRA participating communities that contract with waste haulers in order to clean and rehabilitate storm and sanitary sewers owned by the community or that own and operate waste hauling vehicles may provide proof of self-insurance or provide a letter guaranteeing payment of up to ~~\$20~~\$10,000.00 in lieu of providing a surety bond.

....

Sec. 9-1-155 - Identification of source and wasteload approval.

- (a) Waste haulers must document the nature and origin of wastes collected and the site and method of disposal for wastes that are removed from any locations or are delivered to the WRF. Such information shall be provided on a manifest form provided by the WRA director. ~~The manifest and~~ shall also include: (i) the name ~~and address and phone number~~ of the waste generator(s), (ii) the type of waste collected, (iii) Jeffrey Weber v. McDonalds - WCHR Complaint No. 06-22-59-35 ~~the load~~, (iv) any other information consistent with identification and tracking of wastes. The WRA director or his or her designee shall have the right to verify all information required by this section, including the right to measure, sample and analyze any waste regulated by this division.
- (b) The waste hauler or waste generator shall obtain approval from the WRA director or his or her designee prior to loading wastes originating from an industrial/commercial source unless prior approval is on record with the WRA. A hauled waste profile form prescribed by the WRA must be completed by the waste generator and submitted to the WRA director or his or her designee for consideration for waste load disposal at the WRF. Such profile form shall include information regarding the waste generator's name, address, phone number, authorized representative, waste description and product information, anticipated volume and frequency of disposals, waste transporter information, process waste characteristics including pollutant concentrations, declarations, certifications, and signature of authorized official.

Sec. 9-1-156 - Mixing wastes.

-
- (b) Any tanks used for hauling waste to the WRF or equipment that comes in contact with ~~waste used for hauling waste to the WRF~~ shall not be used for hauling hazardous wastes or hazardous substances, as defined in I.C. § 567.1 et seq., chapter 131 of the Iowa Administrative Code and in 40 CFR 261, or other wastes which may be detrimental to the WRF POTW, the receiving waters, or the health of WRF employees, private contractors, or the public.

Sec. 9-1-157 - Standards of disposal at WRF.

- (a) Under this division, disposal of wastes at the WRF shall be carried out in accordance with pretreatment standards and requirements established by federal, state, county and city governments including categorical standards developed for the waste generator's industrial category. The WRA director may reject wastes from waste haulers who do not comply with this section or with any other section of this division. Waste haulers shall not deliver wastes to the WRF, or to any other disposal location approved by the WRA director which are:
- (1) Prohibited by ~~section 9-1-27~~ or exceed the limits found in ~~subsection 9-1-28(e)(4), sections 9-1-29 and 9-1-30 of this chapter.~~
 - (2) Hazardous wastes or hazardous substances as defined in 40 CFR Part 261 or 567 I.A.C., Chapter 131.
 - (3) Originate from mineral oil unless first treated to remove the oil and grease.
 - (4) Not completely identified or are from industrial/ commercial sources that are not approved by the WRA director as required in ~~section 9-1-155.~~

(5) Mixed in a manner prohibited in section 9-1-156.

(6) Wastes other than residential from outside the WRA, except through requests to the WRA director.

(b) All disposal transactions at the WRF shall consist of waste haulers scaling in and scaling out on the WRF scales system. Prior to discharging any contents from their vehicle, a waste hauler shall:

- (1) Collect onsite at the WRF a sufficient sample of the waste material onboard.
- (2) Test and record the pH and immediately report any results that do not meet disposal limits as listed in 9-1-27(2).
- (3) Document on the WRF manifest all contents of the waste load including waste type, source information, and any other information consistent with identification and tracking of wastes as required in section 9-1-155.
- (4) Request and obtain approval from WRF Operations to begin unloading at the WRF digesters.

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Sec. 9-1-159 - Treatment fees for hauled wastes.

(a) A treatment fee shall be charged per pound of hauled waste disposed of at the WRF and assessed based on the waste type, pollutant loading, approved disposal location, and location of the source material. The fee for treatment shall include electrical, chemical, labor, equipment, fuel, maintenance, and any capital costs associated with the treatment processes utilized. The treatment fee shall reflect a total cost per gallon or per pound of hauled waste equaling the sum of the total cost of pollutants per gallon or per pound plus, if applicable, total cost of flow per gallon, based on: (1) the parameters of chemical oxygen demand (COD), estimated biochemical oxygen demand (BOD), total suspended solids (TSS) and/or total solids (TS), volatile solids (VS), total Kjeldahl nitrogen (TKN), oil and grease (O&G), and, if applicable, total phosphorus (TP) contained in trucked waste to the WRF; (2) net weight of the wasteload in pounds; and (3) the treatment surcharge component rate per pound of pollutant as found in section 9-1-37 of this division. Wasteloads disposed of at an unapproved location at the WRF, or containing pollutant concentrations different from typical pollutant concentrations or from original disclosures made during the wasteload approval process, may be subject to the following additional costs: treatment fees, charges, or fines may also be applied pursuant to section 9-1-37(1)(4) received at the WRF for all wastes originating within WRA participating communities which are treated through the headworks at the WRF using all treatment processes at the WRF, which fee shall be equal to the cost of disposal and treatment of an equivalent volume and mass of pollutants otherwise delivered into the POTW. The treatment fee shall include: (1) the volume charge component, (2) a treatment surcharge component for each pollutant as found in section 118-352 of this division, and (3) a program cost component. The program cost component shall be calculated by dividing the annual administrative costs of the waste hauler program by the total gallons of hauled waste treated in the previous calendar year. The surcharge component shall be calculated using the average concentration of pollutants found in hauled wastes delivered to the wastewater reclamation facility. The treatment surcharge and program cost components shall be reviewed and updated annually based on the most recent data collected by the operating agency. The

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treatment fee for loads originating outside of the WRA participating communities shall be 1.5 times the fee for loads originating within the WRA participating communities.

- (b) ~~A treatment fee shall be charged for hauled wastes originating within the WRA participating communities which are treated using only a portion of the treatment processes at the WRF, which fee shall be calculated to recover the cost of treatment. The cost of treatment shall include electrical, chemical, personnel, and any capital costs associated with the treatment processes utilized, and a program cost component which shall be calculated by dividing the annual administrative costs of the waste hauler program associated with partial process treatment by the total gallons of hauled waste treated using only a portion of the treatment processes in the previous calendar year. Treatment costs shall be reviewed and updated annually per the U.S. Bureau of Labor Statistics Consumer Price Index. The WRA shall provide 30 days' notice prior to assessing updated disposal rates with such notices posted, at a minimum, on the WRA website based on the most recent data collected by the operating agency. The treatment fee for loads originating outside of the WRA participating communities shall be 1.5 times the fee for loads originating within the WRA participating communities unless otherwise approved by the WRA director.~~
- (c) ~~Fees-Wasteload disposal weights shall be computed and recorded at the disposal-WRF truck scales station and the resulting treatment fees shall be paid by the waste hauler or waste generator, at the WRA's discretion, on the basis of monthly billings by the operating contractor. Limits of credit shall not exceed 60 days. Abuse of such credit shall be grounds for liability on the waste hauler or waste generator's bond and for refusal of disposal services to any waste hauler or waste generator under this division.~~
- (d) ~~Waste haulers and waste generators may elect to have their loads-routine waste streams tested for actual concentration at their expense as set-out forth in section 9-1-37 and as approved by the WRA director. When a waste hauler or waste generator has elected to have loads-tested for actual concentration, the treatment fee will be based on the actual concentration whether it be higher or lower than the average concentration treatment fee. Said testing will be done at least once a month or more often semi-annually or as required by the WRA director.~~

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 beginning on July 1, 2022.

Passed by the City Council on this _____ day of _____ and approved on this _____ day of _____, 2022.

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ATTEST:

Scott Mikkelsen, Mayor

Rochelle Williams, City Clerk



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

AGENDA MEMO

For Meeting of August 9, 2022

AGENDA HEADING: Resolution Amending Schedule of Administrative Penalties for Violations of Industrial Pretreatment Ordinance Regulating Hauled Waste and Regulated Fat Oil and Grease Discharge by Food Service Establishments in Chapter 9 of the Municipal Code of the City of Grimes

SYNOPSIS: As a member of the WRA the City is required to adopt certain enforcement fees. The required enforcement fees allow WRA to enforce administrative penalties for non-compliance. These fees are related to the regulation of Sanitary Sewer Waste Haulers and Food Service Establishments. The enforcement process is consistent throughout WRA membership.

This amendment to the schedule of fees does not increase any fees. This amendment better defines the violations that are to be enforced by the WRA. These changes are will not go into effect until October 1, 2022

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Adoption of Grimes Ordinance 765

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution.

GRIMES RESOLUTION NO. 08-0422

RESOLUTION AMENDING SCHEDULE OF ADMINISTRATIVE PENALTIES FOR VIOLATIONS OF INDUSTRIAL PRETREATMENT ORDINANCE REGULATING HAULED WASTE AND REGULATING FAT, OIL AND GREASE DISCHARGE BY FOOD SERVICE ESTABLISHMENTS IN CHAPTER 9 OF THE MUNICIPAL CODE OF THE CITY OF GRIMES

WHEREAS, the Schedule of Administrative Penalties, previously adopted by the Grimes City Council by resolution, includes penalties for Industrial Pretreatment Ordinance Violation Relating to Regulation of Hauled Waste pursuant to Sections 9-1-151 through 9-1-159 of the Municipal Code, and further includes penalties for Industrial Pretreatment Ordinance Violations Relating to Regulation of Fat, Oil and Grease Discharge by Food Service Establishments pursuant to Section 9-1-114 and Sections 118-116 through 9-1-121 of the Municipal Code; and

WHEREAS, an amendment to the Schedule of Administrative Penalties in relation to said Municipal Code Sections has been prepared for City Council consideration and is recommended for adoption, in form attached and on file in the Office of the City Clerk.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA, that the amendment to the Schedule of Administrative Penalties, in form attached hereto and incorporated by this reference herein, revising specified penalties for Industrial Pretreatment Ordinance Violation Relating to Regulation of Hauled Waste pursuant to Sections 9-1-151 through 9-1-159 of the Municipal Code, and revising specified penalties for Industrial Pretreatment Ordinance Violations Relating to Regulation of Fat, Oil and Grease Discharge by Food Service Establishments pursuant to Section 9-1-116 and Sections 9-1-116 through 9-1-121, with underlined changes added and strike throughs deleted in the published schedule, is hereby approved and adopted.

BE IT FURTHER RESOLVED that said Schedule of Administrative Penalties, as amended by this Resolution, shall be maintained on file in the office of the City Clerk and the Public Works Department for public reference, and that the amendment to the fees therein established shall become effective upon and as of October 1, 2022.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___ to ___ on the 9th day of August, 2022, and approved by the Mayor on the 9th day of August, 2022.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

SCHEDULE OF ADMINISTRATIVE PENALTIES

for Industrial Pretreatment Ordinance Violations Relating to Regulation of Hauled Waste

The following schedule of administrative penalties for violations of Chapter 9 of the Grimes Code of Ordinances shall be charged pursuant to Sec. 9-1-123:

VIOLATION	PENALTY	
	First Violation within 12 months	Second & Subsequent Violations within 12 months
Sec. 9-1-151 Failure to obtain a license	\$ 100	\$200
Sec. 9-1-152 Failure to pay application fee or provide bond.	\$100	\$200
Sec. 9-1-153 Failure to comply with vehicle and equipment standards.	\$100	\$200
Sec. 9-1-154 Improper disposal of hauled wastes.	\$100	\$200
Sec. 9-1-155 Failure to provide source and disposal information.	\$100	\$200
Sec. 9-1-156 <u>Improper mixture of residential and nonresidential waste types and/or sources.</u>	\$100	\$200
Sec. 9-1-157 Failure to comply with disposal standards	\$100	\$200
Sec. 9-1-158 Failure to remove or dispose of rejected wastes	\$100	\$200
Sec. 9-1-159 Failure to pay treatment fees <u>or other charges</u>	\$100	\$200

Notice of violation with the applicable penalty for such violations noted thereon shall be issued to the violator. Penalties shall be paid in full within 30 days of the issuance of the notice at the Grimes City Clerk's Office, Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa 50111.

Industrial Pretreatment Ordinance Violations Relating to Regulation of Hauled Waste Administrative Penalties adopted by Grimes Resolution No. 08-0322 dated August 9, 2022; amended by Grimes Resolution No. 08-0422 dated August 9, 2022.

City Council Meeting for August 9, 2022

AGENDA MEMO AMENDING GRIMES CITY CODE REGARDING TOBACCO AND NICOTINE PRODUCTS

AGENDA HEADING: Ordinance 770 Amending Section 6-7-1 Tobacco and Nicotine Products

FISCAL IMPACT: None

PREVIOUS COUNCIL ACTION(S): This is a proposed amendment to Section 6-7-1 relating to the age for sale and use of tobacco and nicotine related products. Grimes current code has an age limit of 18 years old for purchases, and no restriction on use. The new proposed ordinance is identical to the provisions of Iowa Code Section 453A.2. It states that any tobacco products, alternative nicotine products, vapor products, or cigarettes are not sold to or used by any person under twenty-one years of age.

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: Staff recommends approval.

GRIMES ORDINANCE 770

AN ORDINANCE AMENDING SECTION 6-7-1 OF THE GRIMES CODE OF ORDINANCES TO PROVIDE THAT SALES AND USE OF TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, VAPOR PRODUCTS AND CIGARETTES BE LEGAL ONLY TO PERSON 21 YEARS AND OLDER

BE IN ENACTED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA:

SECTION 1. Purpose. The purpose of this Ordinance is to amend Grimes Code of Ordinance Section 6-7-1 to provide that any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes are not sold to or used by any person under twenty-one years of age, consistent with state law.

SECTION 2. Amendment. The Grimes Code of Ordinance Section 6-7-1 is hereby amended by deleting the language that is stricken and adding the language that is underlined, as follows:

~~6-7-1 Cigarettes and Tobacco: It is unlawful for any person under eighteen (18) years of age to smoke, use, possess, purchase or attempt to purchase any tobacco, tobacco products or cigarettes.~~

Legal Age for Tobacco and Nicotine Products:

1. A person shall not sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

2. A person under twenty-one years of age shall not smoke, use, possess, purchase, or attempt to purchase any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes.

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 _____, 2022.

Scott Mikkelsen, Mayor

Rochelle Williams, City Clerk



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

AGENDA MEMO

For Meeting of August 9, 2022

AGENDA HEADING:

3600 SE Miehe Drive – Building Elevation Modification

SYNOPSIS:

The applicant is requesting approval for modification to the building elevations for the proposed multiuse commercial building located at 3600 SE Miehe Drive. The site plan and elevations were previously approved by P&Z and Council in March 2022. The applicant is requesting to make some modifications to fit within the project budget. The property is located within the M-2 zoning district and is within the Transportation Corridor Mixed Use Development Overlay District.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Site Plan – March 2022

BOARD/COMMISSION ACTION(S):

Recommendation for Approval – Planning and Zoning, 08/02/2022

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the building elevation modification for 3600 SE Miehe Drive subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: August 2, 2022
RE: 3600 SE Miehe Dr – Elevation Amendment

GENERAL INFORMATION:

Applicant:

Pelds Design Services

Requested Action

Site Plan

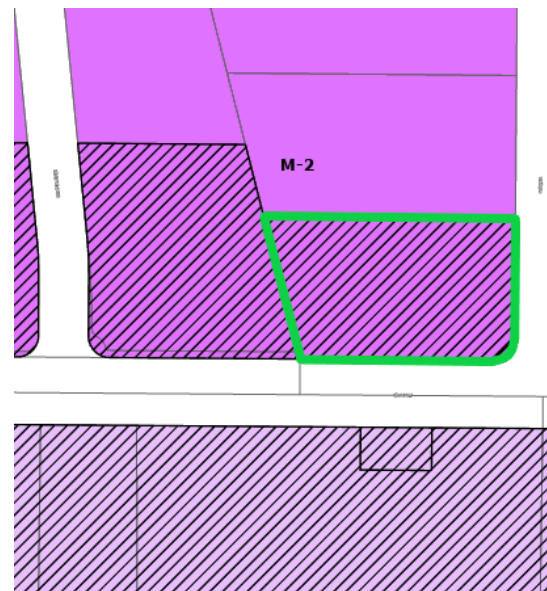
Location

3600 SE Miehe Drive

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Mixed Use 2	M-2
North	Light Industrial	Mixed Use 2	M-2
South	Institutional/Public Facilities	Public Facilities/Civic	M-1A
East	Light Industrial	Light Industrial	M-2
West	Light Industrial	Greenway	M-2

BACKGROUND:

The applicant is requesting approval for modification to the building elevations for the proposed multiuse commercial building located at 3600 SE Mieke Drive. The site plan and elevations were previously approved by P&Z and Council in March 2022. The applicant is requesting to make some modifications to fit within the project budget. The property is located within the M-2 zoning district and is within the Transportation Corridor Mixed Use Development Overlay District.

ANALYSIS:*Building/Elevations:*

The applicant is requesting to remove the pitched roof section with clerestory windows to provide a flat roof across the entire building. The façade is proposed to be constructed with stone, smooth and textured fiber cement panels, and fiber cement LAP siding as previously presented and approved. The building will still provide the required glazing across 40% of the façade length eye level across the facades facing the public streets and meet the primary material requirements within the base architecture standards.

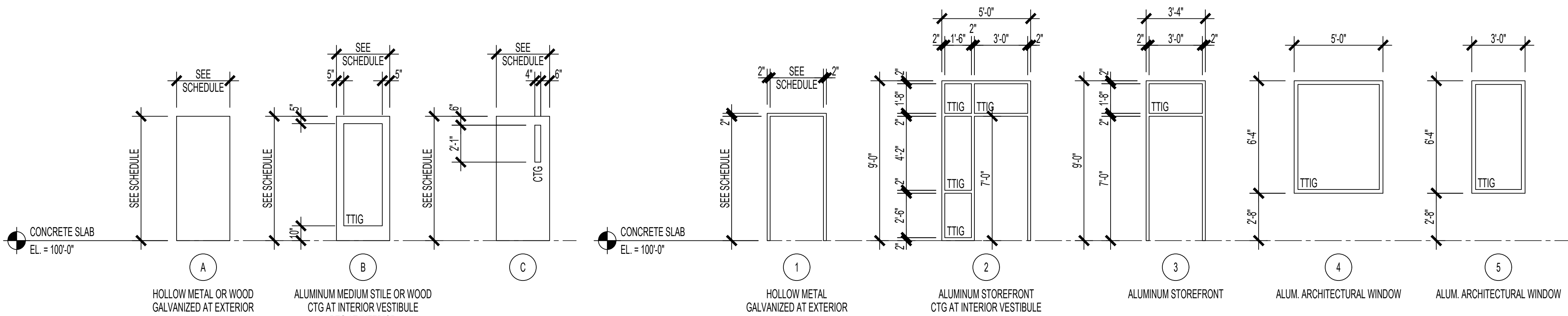
As the building is not 100% masonry as required by the Transportation Corridor Overlay, a 4/5th's vote by Council is required to include additional materials such as fiber cement and LAP siding. Staff has reviewed the request, and feels that the proposed materials are high-quality and that the building incorporates glazing and variation of building materials across all elevations.

STAFF RECOMMENDATION:

Staff would recommend approval of the building elevation amendment for 3600 SE Mieke Drive subject to any remaining staff comments.

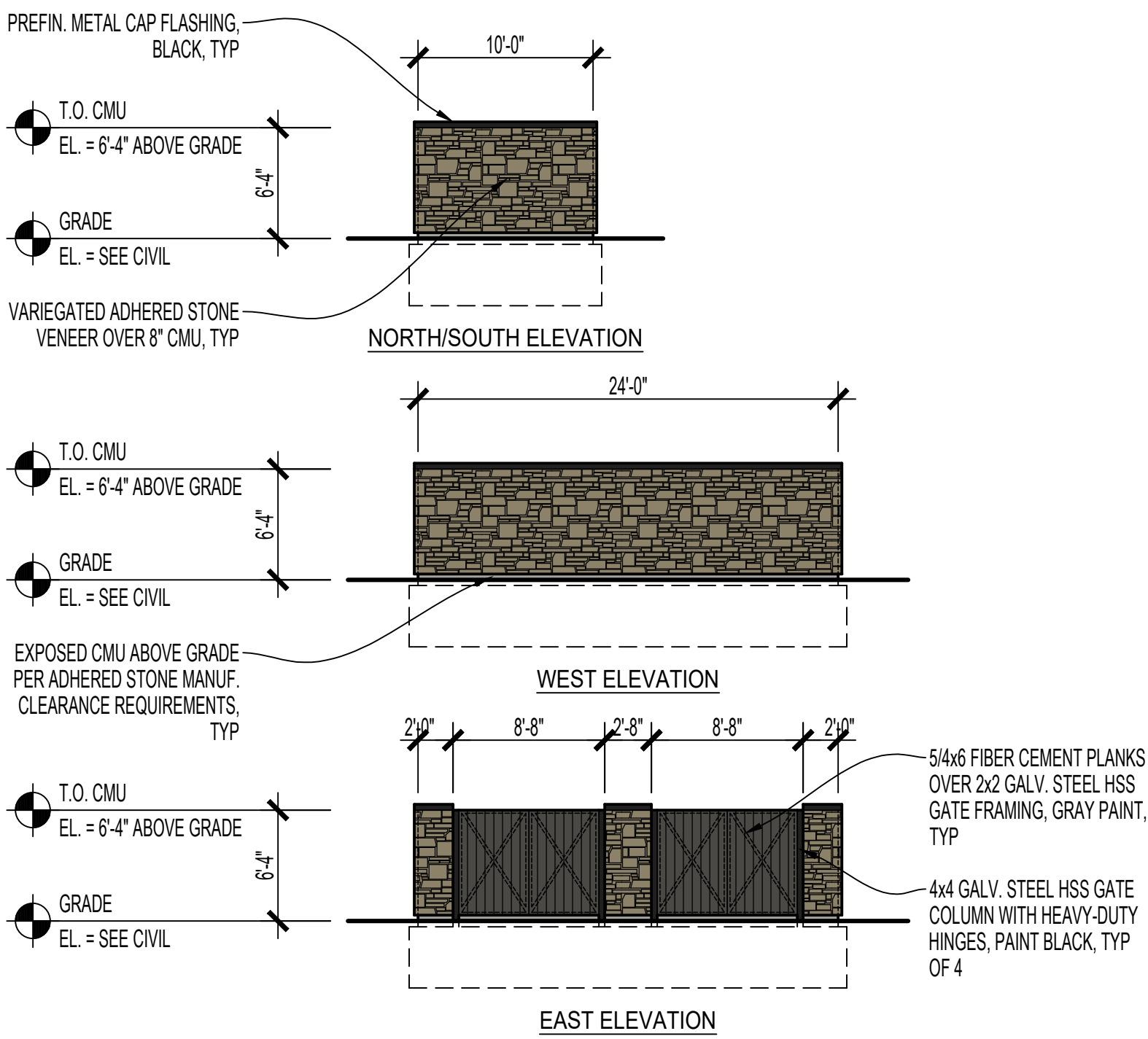
CITY OF GRIMES

Evann Martin
Assistant Planner



DOOR ELEVATIONS

SCALE: 1/4" = 1'-0"



TRASH ENCLOSURE ELEVATIONS

SCALE: 1/8" = 1'-0"

GLAZING CALCULATION

LOCATION	OVERALL LENGTH	GLAZING LENGTH
WEST BUILDING ELEVATION	106'-6"	44'-8"
SOUTH BUILDING ELEVATION	88'-6"	45'-0"
EAST BUILDING ELEVATION	106'-6"	45'-0"
NORTH BUILDING ELEVATION	88'-6"	45'-0"
TOTALS	390'-0"	179'-8"
GLAZING PERCENTAGE AT 5'-0" AFF (EYE LEVEL)		46.1%

MASONRY CALCULATION

LOCATION	MASONRY PERCENTAGE (FIBER CEMENT SIDING/PANEL, ADHERED STONE VENEER)
WEST BUILDING ELEVATION	100%
SOUTH BUILDING ELEVATION	100%
EAST BUILDING ELEVATION	100%
NORTH BUILDING ELEVATION	100%
TOTALS	100%

MATERIAL AREA CALCULATION

LOCATION	WINDOWS/DOORS	MISC. METALS	ADHERED STONE	TEXTURED PANEL	SMOOTH PANEL/TRIM	LAP SIDING	EXPOSED CONC.*
WEST BUILDING ELEVATION	324.6 SF	48.5 SF	434.3 SF	610.5 SF	326.1 SF	191.8 SF	14.1 SF
SOUTH BUILDING ELEVATION	298.3 SF	122.1 SF	277.4 SF	408.3 SF	278.5 SF	154.9 SF	13.0 SF
EAST BUILDING ELEVATION	311.7 SF	73.9 SF	437.5 SF	332.3 SF	576.6 SF	203.7 SF	15.2 SF
NORTH BUILDING ELEVATION	285.0 SF	71.3 SF	267.6 SF	548.5 SF	187.8 SF	162.5 SF	14.3 SF
TOTALS	1,219.6 SF	315.8 SF	1,416.8 SF	1,899.6 SF	1,369.0 SF	712.9 SF	56.6 SF
MATERIAL % MINUS WINDOWS/DOORS, MISC. METALS (5,454.9 TOTAL MASONRY)		26.0%	34.8%	25.1%	13.1%	1.0%	

* APPROXIMATE, VERIFY WITH GRADE.

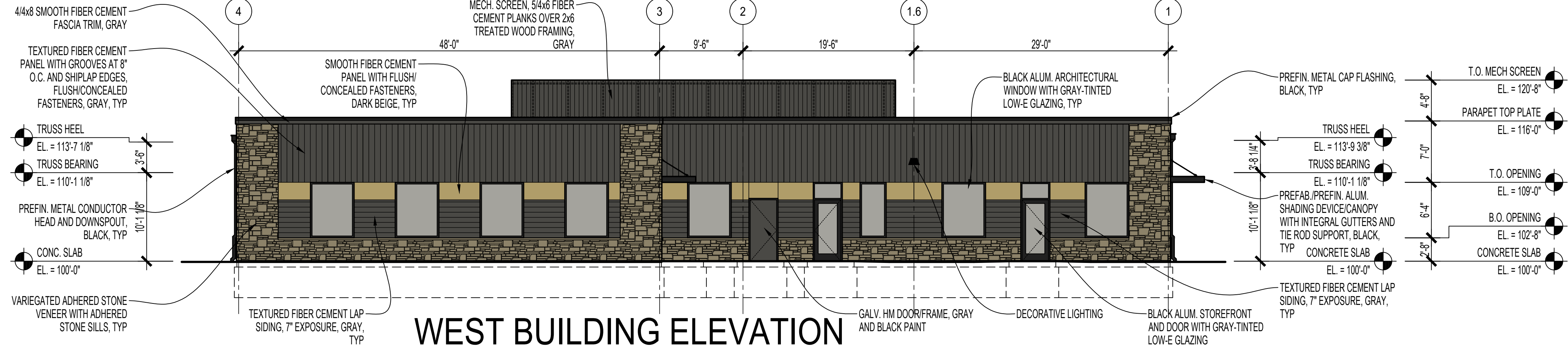


PRECEDENT EXAMPLE

NO SCALE

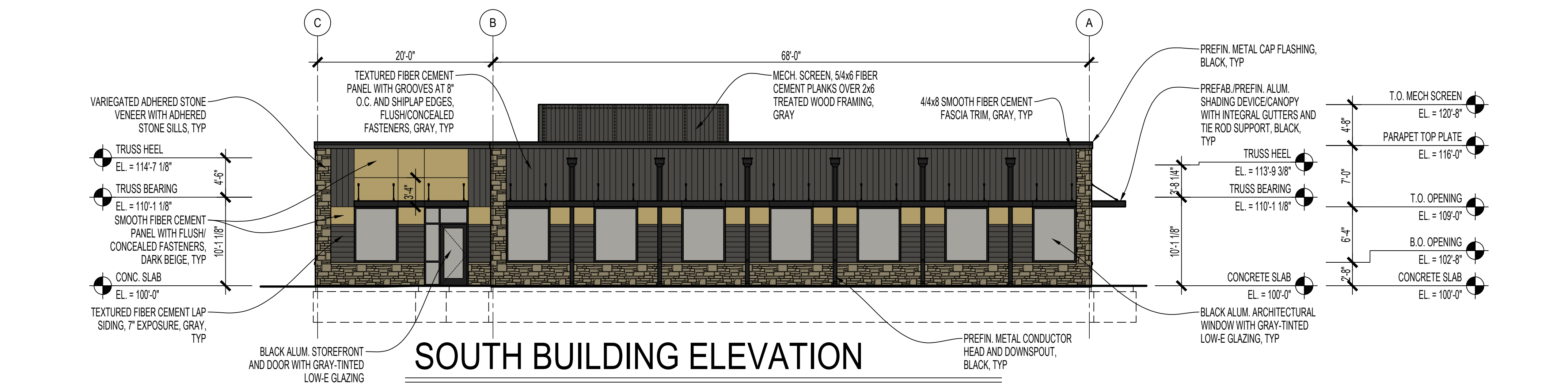
FRAME ELEVATIONS

SCALE: 1/4" = 1'-0" NOTE: FRAMES AS VIEWED FROM EXTERIOR OF BUILDING OR ROOM.



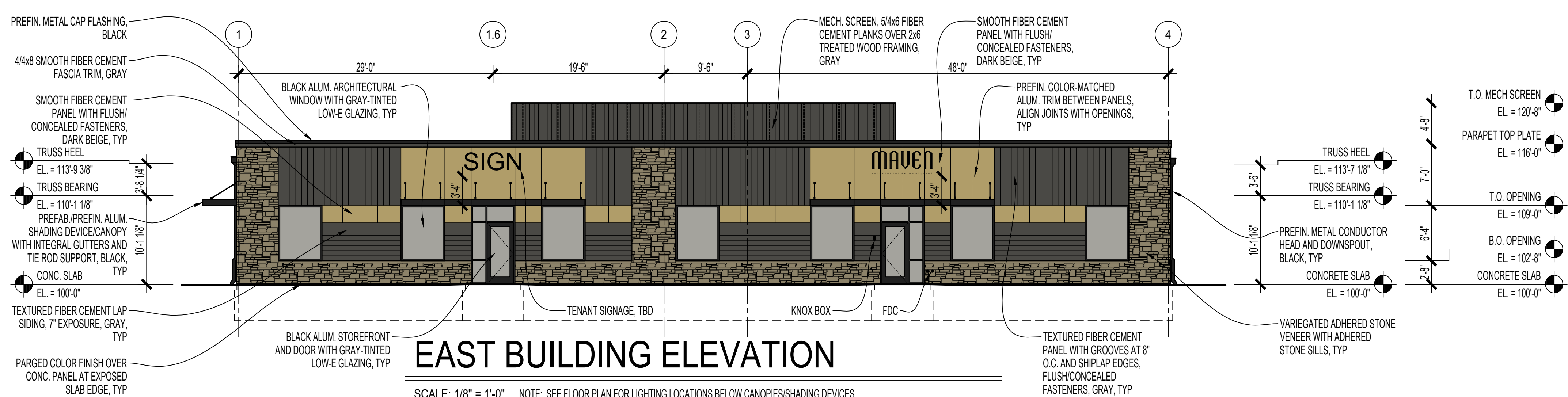
WEST BUILDING ELEVATION

SCALE: 1/8" = 1'-0"



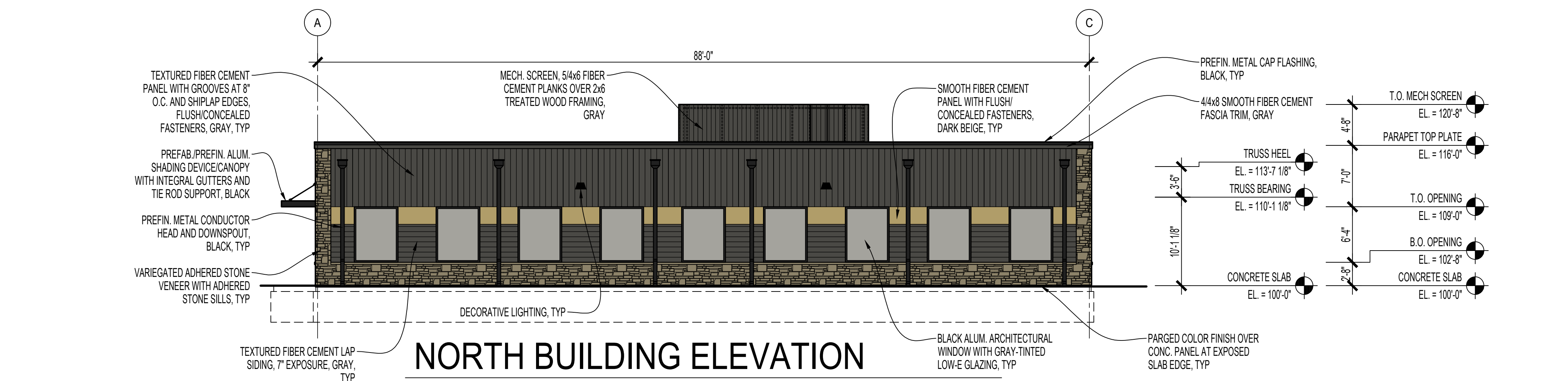
SOUTH BUILDING ELEVATION

SCALE: 1/8" = 1'-0" NOTE: SEE FLOOR PLAN FOR LIGHTING LOCATIONS BELOW CANOPIES/SHADING DEVICES.



EAST BUILDING ELEVATION

SCALE: 1/8" = 1'-0" NOTE: SEE FLOOR PLAN FOR LIGHTING LOCATIONS BELOW CANOPIES/SHADING DEVICES.



NORTH BUILDING ELEVATION

SCALE: 1/8" = 1'-0"

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515-371-1923
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ENGINEER/CONSULTANT

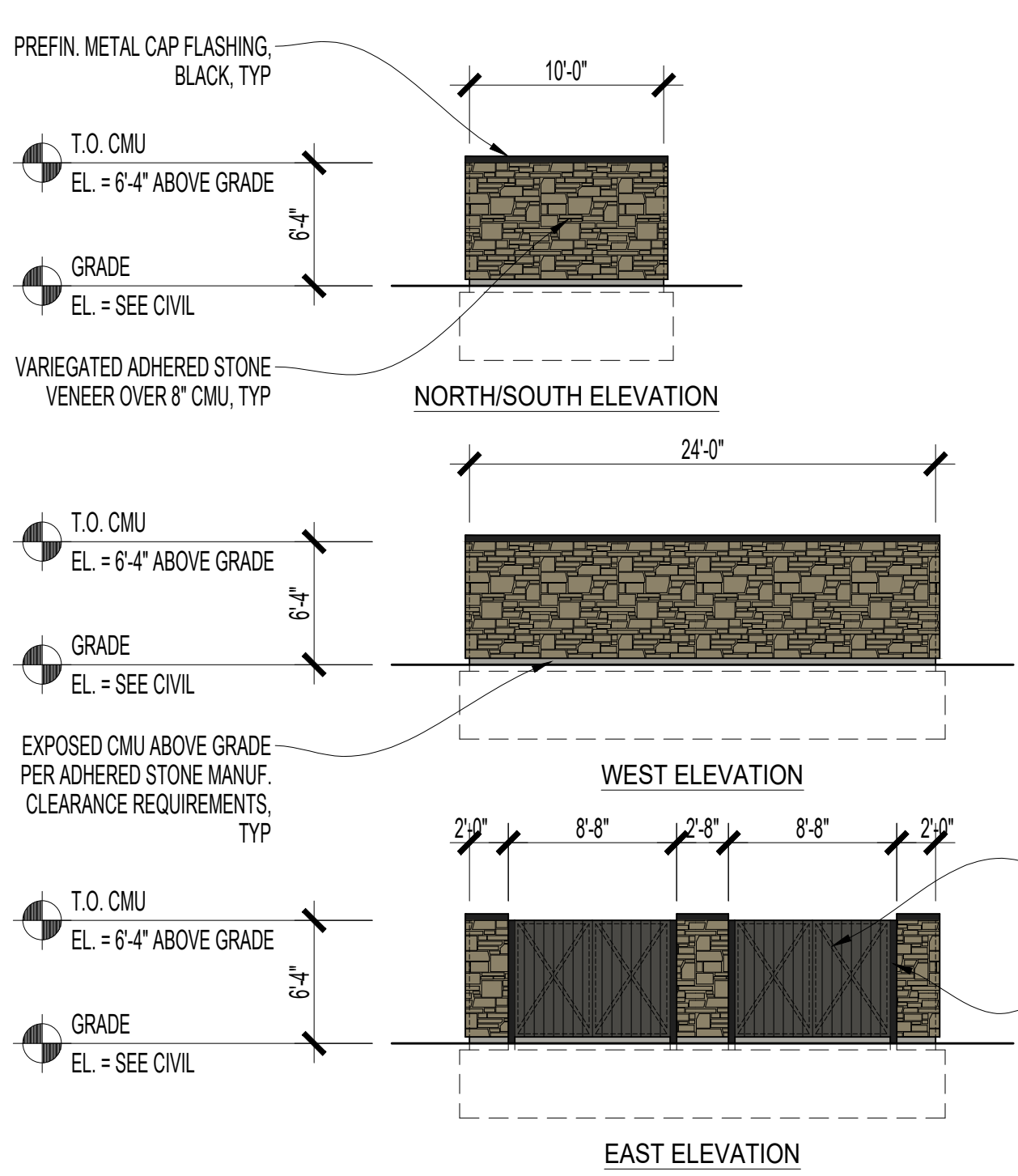
SEAL

PROJECT NAME
**MULTI-USE COMMERCIAL BLDG. -
SALON AND FLEX SPACE**
3600 SE MIEHE DRIVE
GRIMES, IOWA 50111

DRAWING TITLE
**- BUILDING ELEVATIONS
- TRASH ENCLOSURE ELEV.
- DOOR/FRAME ELEVATIONS
- MATERIAL CALCULATIONS
- ELEVATION DETAILS**

PROJECT NUMBER
20210329
ISSUE DATE - JULY 29, 2022
REVISIONS
MARK DATE TYPE

SHEET
A5.01



TRASH ENCLOSURE ELEVATIONS

SCALE: 1/8" = 1'-0"

GLAZING CALCULATION

LOCATION	OVERALL LENGTH	GLAZING LENGTH
WEST BUILDING ELEVATION	106'-6"	44'-8"
SOUTH BUILDING ELEVATION	88'-6"	45'-0"
EAST BUILDING ELEVATION	106'-6"	56'-8"
NORTH BUILDING ELEVATION	88'-6"	45'-0"
TOTALS	390'-0"	191'-4"
GLAZING PERCENTAGE AT 5'-0" AFF (EYE LEVEL)		49.1%

MASONRY CALCULATION

(MINUS METAL ROOF, MISC. METALS, METAL FLASHING, ALUMINUM/HM DOORS AND FRAMING AND GLAZING)	
MASONRY PERCENTAGE (FIBER CEMENT SIDING/PANEL, ADHERED STONE VENEER)	100%

MATERIAL AREA CALCULATION

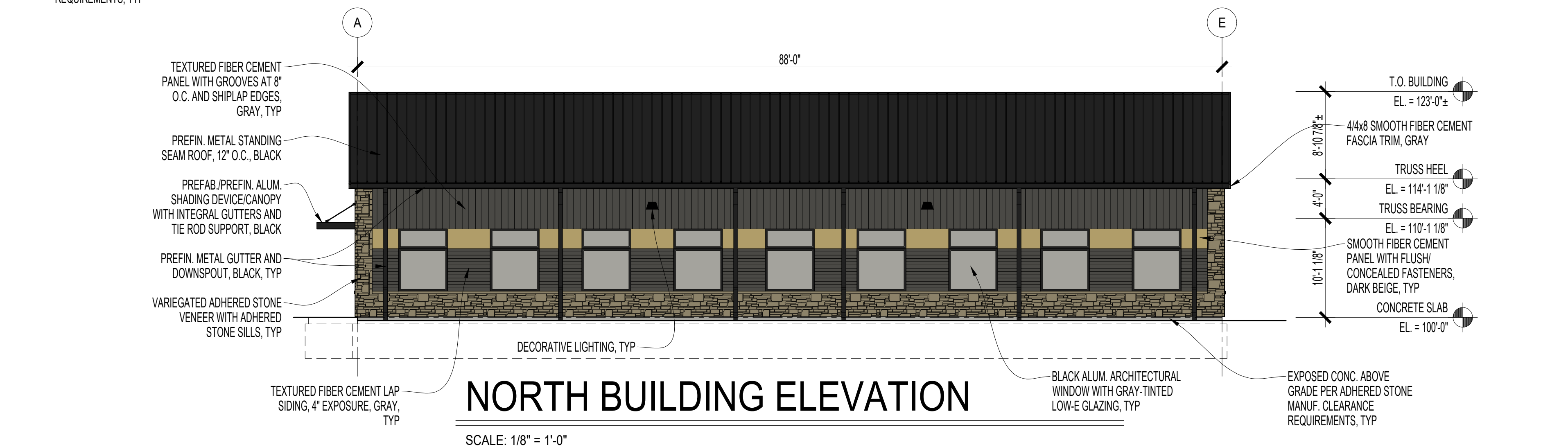
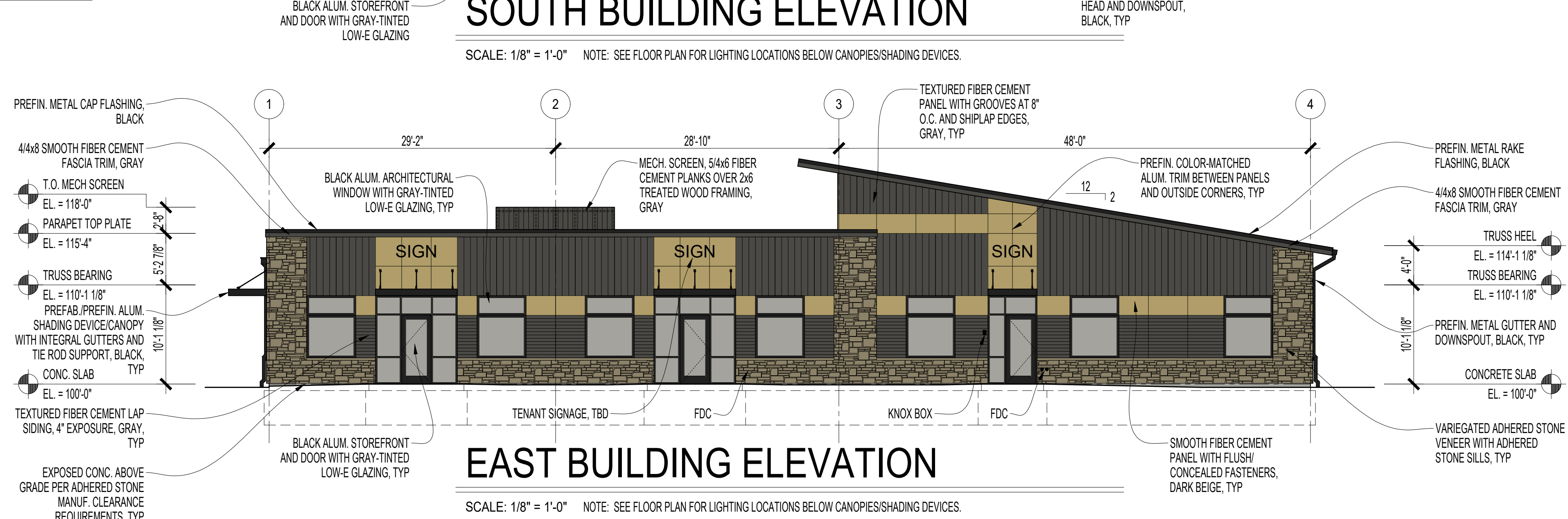
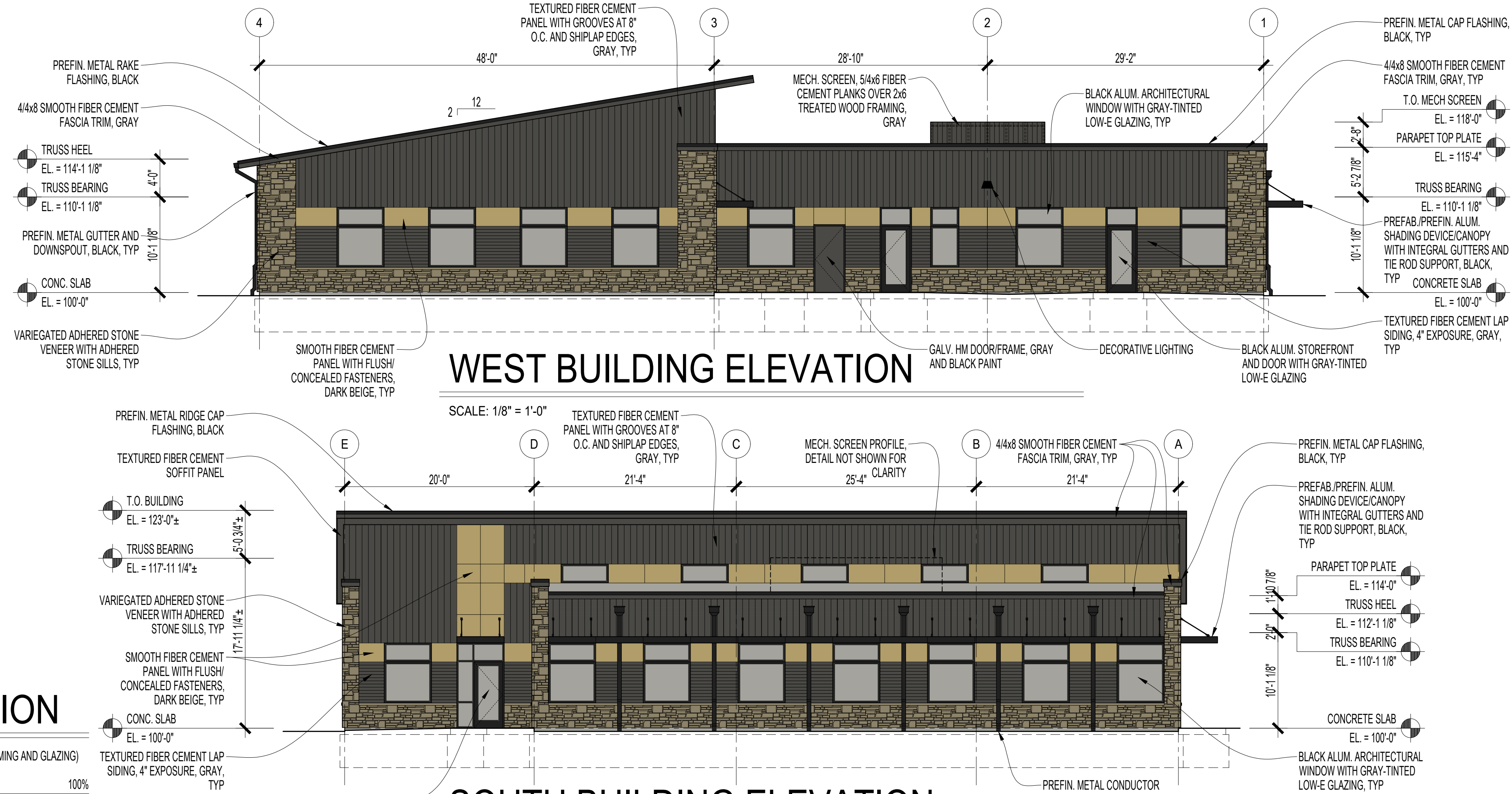
LOCATION	WINDOWS/DOORS	MISC. METALS	ADHERED STONE	TEXTURED PANEL	SMOOTH PANEL/TRIM	LAP SIDING	EXPOSED CONC.*
WEST BUILDING ELEVATION	324.6 SF	52.1 SF	395.2 SF	710.2 SF	148.7 SF	200.4 SF	27.3 SF
SOUTH BUILDING ELEVATION	348.3 SF	135.7 SF	273.9 SF	700.7 SF**	290.0 SF	154.9 SF	29.8 SF
EAST BUILDING ELEVATION	416.7 SF	63.9 SF	368.2 SF	535.0 SF	286.5 SF	161.8 SF	17.4 SF
NORTH BUILDING ELEVATION	285.0 SF	80.9 SF***	258.7 SF	338.8 SF	81.1 SF	162.5 SF	35.6 SF
TOTALS	1,374.6 SF	332.6 SF	1,296.0 SF	2,284.7 SF	806.3 SF	679.6 SF	110.1 SF
MATERIAL % MINUS WINDOWS/DOORS, MISC. METALS (\$176.7 TOTAL MASONRY)		25.0%	44.1%	15.6%	13.1%	2.1%	

* APPROXIMATE, PER ADHERED STONE MANUFACTURER'S GRADE CLEARANCE REQUIREMENTS.
** DOES NOT INCLUDE 70.2 SF OF ANGLED TEXTURED SOFFIT PANEL PROJECTED ONTO VERTICAL PLANE. DOES NOT INCLUDE 86.3 SF OF MECH SCREEN FOR CLARITY.
*** DOES NOT INCLUDE 827.7 SF OF ANGLED METAL STANDING SEAM ROOF PROJECTED ONTO VERTICAL PLANE.



PRECEDENT EXAMPLE

NO SCALE



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PROJECT NAME
**MULTI-USE COMMERCIAL BLDG. -
SALON AND FLEX SPACE**
5402 SE MIEHE DRIVE
GRIMES, IOWA 50111

DRAWING TITLE
- BUILDING ELEVATIONS
- TRASH ENCLOSURE ELEV.
- MASONRY/GLAZING CALC.
- MATERIAL AREA CALCULATION
- PRECEDENT EXAMPLE

PROJECT NUMBER
20210329
ISSUE DATE - JANUARY 24, 2021
REVISIONS
MARK DATE TYPE
- FEB. 08, 2022 -
SHEET

A5.01



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

AGENDA MEMO

For Meeting of August 9, 2022

AGENDA HEADING:

Legacy at James Street Plat 1 – Final Plat

SYNOPSIS:

The applicant is requesting approval of a final plat for the Legacy at James Street Plat 1, which will allow for the future subdivision of the 77.93-acre property. The final plat consists of four lots and one outlot for commercial and limited light industrial use. The site was previously known as the Herndon Property, and was rezoned from A-1 to M1-A. The site also resides with the Transportation Corridor Mixed Use Development Overlay District.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approved Legacy at James Street Plat 1 Preliminary Plat – 07/12/2022

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning 07/05/2022

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Legacy at James Street Plat 1 final plat subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Molly Mannel, Assistant Planner
DATE: June 5, 2022
RE: Legacy at James Street Plat 1 – Final Plat

GENERAL INFORMATION:

Applicant:

Anderson Properties

Requested Action

Final Plat

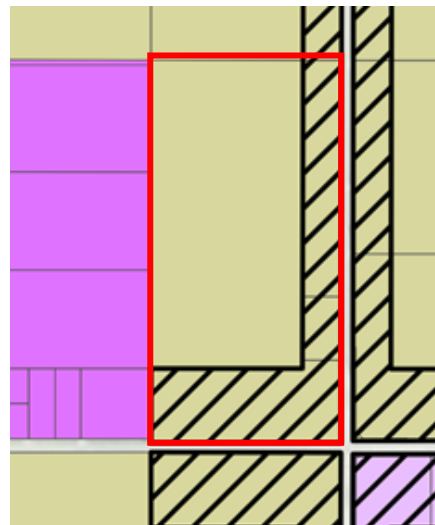
Location

Located at the Northwest Corner of SE 37th Street
and South James Street

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Business Park	M1-A
North	Vacant	Business Park	A-1
South	Vacant	Business Park	A-1
East	Vacant	Business Park and Future Parks & Rec	M-2
West	Industrial	General Industrial	A-1

BACKGROUND:

The applicant is requesting approval of a final plat for the Legacy at James Street Plat 1, which will allow for the future subdivision of the 77.93-acre property. The final plat consists of four lots and one outlot for commercial and limited light industrial use. The site was previously known as the Herndon Property, and was rezoned from A-1 to M1-A. The site also resides with the Transportation Corridor Mixed Use Development Overlay District.

ANALYSIS:*Site Layout:*

The site will consist of four lots and one outlot, with warehouse space and office buildings being the primary intended uses for the site. Stormwater basins will be provided for each individual lot. Internal streets will run through the site to provide connectivity for users and access for the Fire Department.

Intersections along S James Street and SW 28th Street will be widened to three lanes, with 50' diagonal rights-of-way per the FOTH Infrastructure & Environment study. The southern half of SW 28th Street will be constructed by the applicant, with the northern half completed by the city for future development. A sidewalk connection will be installed along SW 37th Street, and connect to a 10' trail up S James Street.

Landscaping/Streetscape:

All loading docks and overhead doors will be screened from the right-of-way. Landscaping will be placed along SW 37th Street and S James Street, as well as along the delineated stream to provide additional buffering between the development and the wetlands/stream.

Utilities:

Water service will be provided to all lots. The watermain from SW 37th Street to the north will be public. Sanitary sewer connections will extend to each lot, and up to SW 37th Street for future development to the south. Ingress/egress easements will be placed throughout the site to allow connectivity through each lot, while storm sewers will be placed below the private roadways that cross over the delineated stream.

STAFF RECOMMENDATION:

Staff would recommend approval of the Legacy at James Street Plat 1 final plat subject to any remaining staff comments.

CITY OF GRIMES

Molly Mannel
Assistant Planner



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~June 23, 2021~~

~~July 18, 2022~~

August 2, 2022

Anderson Properties

Attn: Mark Anderson

4451 NW Urbandale Drive

Urbandale, IA 50322

RE: Legacy at James Street Plat 1 Final Plat

Dear Mr. Anderson:

The Development Services Department is in receipt of a proposed Final Plat for the Legacy at James Street Plat 1. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Please provide separate sheets so staff can easily see easements, utility locations, etc.~~
2. Please state that the zoning changed from A-1 to M-1A.
- ~~3. Please include the acreage as part of the final plat, Lot 4.~~
- ~~4. Please show lots 5 and 6, as shown in the preliminary plat.~~
5. Please show the detention easements. **Please show detention easement in Lot 4, near private drive off S James Street, and the detention easement in Lot 2. Are these still planning on being there?**
- ~~6. Please rename NE 28th Street to SW 28th Street.~~
- ~~7. Please show an ingress/egress easement through Lot 1 for Lot 3.~~
8. Please show an ingress/egress easement through Lot 4 to Lot 1. **Provide easement with site plan.**
9. Please show an ingress/egress easement through Lot 2 to Lot 4. **Provide easement with site plan.**

- ~~10. Please show easements over the storm water basins.~~
- ~~11. Please provide an overland flowage easement for the stream channel area.~~
- ~~12. Extend sanitary sewer easement to SE 37th Street for property south of SE 37th Street.~~
- ~~13. Extend watermain easement east along private drive to South James Street main.~~
- ~~14. Please provide a PUE along South James and SE 37th Street.~~
- ~~15. Please provide sidewalk along SE 37th Street and a 10' trail along South James.~~
- ~~16. Chamfer ROW per FOTH study at intersections.~~
- ~~17. Please revise the intersection at SW 28th and South James to a 3-lane section.~~
18. Please include the following addresses:
 - a. Lot 1: 501 SW 37th Street. Suite 100 will be on the south end/office, and Suite 200 will be on the north end/office. **Please shift the address down, it appears the textbox overlapped the address.**
 - ~~b. Lot 2: 355 SW 37th St~~
 - ~~c. Lot 3: 3310 S James St~~
 - ~~d. Lot 4: 3510 S James St~~
 - ~~e. Lot 5: 500 SW 28th St~~
 - ~~f. Lot 6: 300 SW 28th St~~
- 19. ROW dedication along SW 28th Street needs to be 35'. Please revise.**

Legal Comments:

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. Legal description in Word format~~

6. Easement documents and legal descriptions. **Comments listed below.**
7. Declaration and Covenants, Restrictions and Easements
8. 4-year maintenance bond (if public main is constructed)
9. Letter from the surveyor confirming that monuments are in place. Confirmation is required prior to issuing a Certificate of Occupancy.

Easement Documents:

1. (A) Public Utility – Please provide a blowup map of the first paragraph – it is difficult to follow the PUE when it gets around the S James private drive entrance – please provide length callouts
2. (B) Water Main – Line data L12 states the length at 989.16, however the easement document lists it as 989.18 – please correct the final plat or easement doc to show the correct number.
3. (C) Sanitary Sewer – No changes needed.
4. (D) Ingress/Egress – Easement document format is currently being review by City’s attorney. We will reach out on if any changes are needed once we hear word.
5. (E) Surface Water Flowage – No changes needed.
6. (F) Private Detention Easement – No changes needed.

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: ~~June 30, 2022~~
 ~~July 25, 2022~~
 August 5, 2022

(1 PDF of Final Plat and Legals)

PLANNING & ZONING: July 5, 2022 at 5:30 at the Grimes City Hall

COUNCIL MEETING: ~~July 12~~ August 9, 2022 at 5:30 at the Grimes City Hall

Please feel free to contact me at mmannel@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

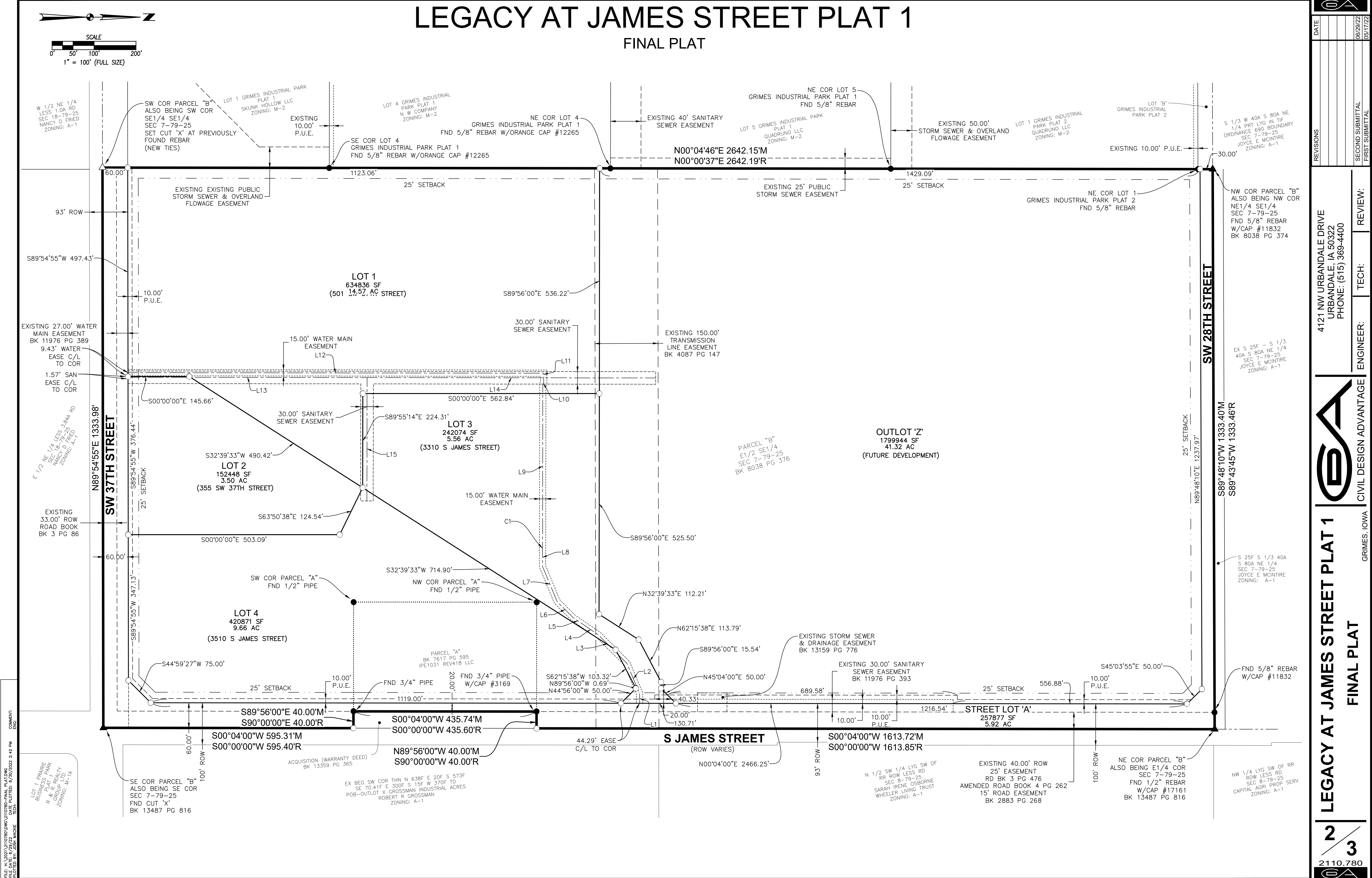
Molly Mannel
Assistant Planner

PREPARED BY
& RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: 515-369-4400

REAR YARD: 25 FEET; HOWEVER, FOR EVERY FOOT THE FRONT YARD IS INCREASED OVER 25 FEET, THE REAR YARD MAY BE DECREASED IN DIRECT PROPORTION THERETO, BUT IN NO CASE SHALL THE REAR YARD BY LESS THAN 10 FEET

LINE DATA			LINE DATA			LINE DATA			CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	C1	0°04'46"	219.00'	0.30'	S89°57'37"E	0.30'
L1	S89°57'52"E	22.85'	L29	S41°50'48"W	15.00'	L57	S00°00'00"E	18.23'	C2	55°37'29"	185.00'	179.60'	S62°16'01"W	172.63'
L2	N67°30'00"E	77.95'	L30	S38°25'57"W	15.00'	L58	S78°45'00"E	20.25'	C3	54°20'01"	215.00'	203.89'	S61°37'17"W	196.33'
L3	N45°00'00"E	95.33'	L31	S38°16'38"W	15.00'	L59	S45°00'00"E	8.18'	C4	33°47'45"	178.00'	104.99'	S71°37'29"W	103.48'
L4	N34°27'17"E	46.67'	L32	S38°16'38"W	15.00'	L60	S00°00'00"E	217.31'	C5	55°37'29"	215.00'	208.73'	S62°16'01"W	200.63'
L5	N34°27'17"E	27.15'	L33	S34°27'17"W	36.77'	L61	N90°00'00"W	184.08'						
L6	N45°00'00"E	53.76'	L34	N89°55'14"W	422.44'	L62	N45°00'00"W	14.87'						
L7	N67°30'00"E	90.66'	L35	S00°04'46"W	845.49'	L63	N00°00'00"E	24.00'						
L8	N90°00'00"E	43.44'	L36	S39°35'42"W	110.78'	L64	N22°30'00"E	24.05'						
L9	S89°55'14"E	390.44'	L37	S56°25'12"W	63.19'	L65	N45°00'00"E	38.19'						
L10	S45°00'00"E	2.83'	L38	S32°51'43"W	35.67'	L66	N67°30'00"E	44.56'						
L11	S89°55'14"E	23.99'	L39	S05°22'44"E	101.64'	L67	N22°30'00"E	30.23'						
L12	N00°04'46"E	989.16'	L40	S65°15'25"W	77.43'	L68	N00°00'00"E	49.28'						
L13	S00°04'46"W	568.86'	L41	S17°24'26"W	153.33'	L69	N22°30'00"E	82.20'						
L14	S00°04'46"W	686.87'	L42	S46°40'31"W	88.22'	L70	N45°00'00"E	84.20'						
L15	N89°55'14"W	293.70'	L43	S55°46'48"W	78.53'	L71	N90°00'00"E	20.98'						
L16	N88°47'11"E	221.89'	L44	S25°21'05"W	33.64'	L72	S00°00'00"E	307.17'						
L17	N55°31'13"E	93.16'	L45	S08°05'48"W	246.33'	L73	S45°00'00"W	8.94'						
L18	N75°51'51"E	88.72'	L46	S00°00'00"E	155.04'	L74	S88°57'23"E	169.46'						
L19	S37°33'39"E	21.80'	L47	S45°00'00"W	24.11'	L75	N75°10'56"E	109.48'						
L20	S75°51'51"W	93.80'	L48	N90°00'00"W	88.97'	L76	S25°29'15"W	95.71'						
L21	S55°31'13"W	101.24'	L49	N78°45'00"W	28.94'	L77	N90°00'00"E	33.23'						
L22	S00°04'00"W	37.01'	L50	N45°00'00"W	16.89'	L78	N25°29'15"E	113.40'						
L23	S00°04'46"W	1021.31'	L51	N00°00'00"E	38.74'	L79	N60°12'00"E	107.20'						
L24	N89°55'14"W	462.44'	L52	N11°15'00"E	62.77'	L80	N43°24'13"E	226.62'						
L25	S34°27'17"W	77.82'	L53	N22°30'00"E	44.19'	L81	N43°24'13"E	253.99'						
L26	S56°08'35"W	15.00'	L54	N45°00'00"E	109.98'	L82	N60°12'00"E	118.12'						
L27	S51°21'04"W	15.00'	L55	N11°15'00"E	26.35'									
L28	S46°35'09"W	15.00'	L56	N90°00'00"E	8.63'									

SHEETS 1 - 3



FILE: H:\2021\10780\10780-FINAL PLAT.DWG
DATE: 6/20/2022 2:42 PM
DRAWN BY: GSK/MACIE
CHECKED BY: GSK/MACIE

LOT 1, PRAIRIE
BUSINESS PARK
R & D GROUP REALTY
LTD
ZONING: M-1A

SE COR PARCEL "B"
ALSO BEING SE COR
SEC 7-79-25
FND CUT 'X'
BK 13487 PG 816

EX BEG SW COR THN N 638F E 20F S 573F
SE 70.41F E 300F S 15F W 370F TO
POB-OUTLOT X GROSSMAN INDUSTRIAL ACRES
ROBERT R GROSSMAN
ZONING: A-1

PARCEL "A"
BK 7617 PG 595
IPE1031 REV418 LLC

PARCEL "B"
E1/2 SE1/4
SEC 7-79-25
BK 8038 PG 376

N 1/2 SW 1/4 LYG SW OF
RR ROW LESS RD
SEC 8-79-25
SARAH IRENE OSBORNE
WHEELER LIVING TRUST
ZONING: A-1

EXISTING 40.00' ROW
25' EASEMENT
RD BK 3 PG 476
AMENDED ROAD BOOK 4 PG 262
15' ROAD EASEMENT
BK 2883 PG 268

NE COR PARCEL "B"
ALSO BEING E1/4 COR
SEC 7-79-25
FND 1/2" REBAR
W/CAP #17161
BK 13487 PG 816

NW 1/4 LYG SW OF RR
ROW LESS RD
SEC 8-79-25
CAPITAL AGRI PROP SERV
ZONING: A-1

S 25F S 1/3 40A
S 80A NE 1/4
SEC 7-79-25
JOYCE E MCINTIRE
ZONING: A-1

EX S 25F - S 1/3
40A S 80A NE 1/4
SEC 7-79-25
JOYCE E MCINTIRE
ZONING: A-1

S 1/3 W 40A S 80A NE
1/4 PRT LYG IN TIP
ORDINANCE 690 BOUNDARY
SEC 7-79-25
JOYCE E MCINTIRE
ZONING: A-1

LEGACY AT JAMES STREET PLAT 1
FINAL PLAT

2
3

2110.780

GRIMES, IOWA

CIVIL DESIGN ADVANTAGE

ENGINEER:

TECH:

REVIEW:

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

REVISIONS

DATE

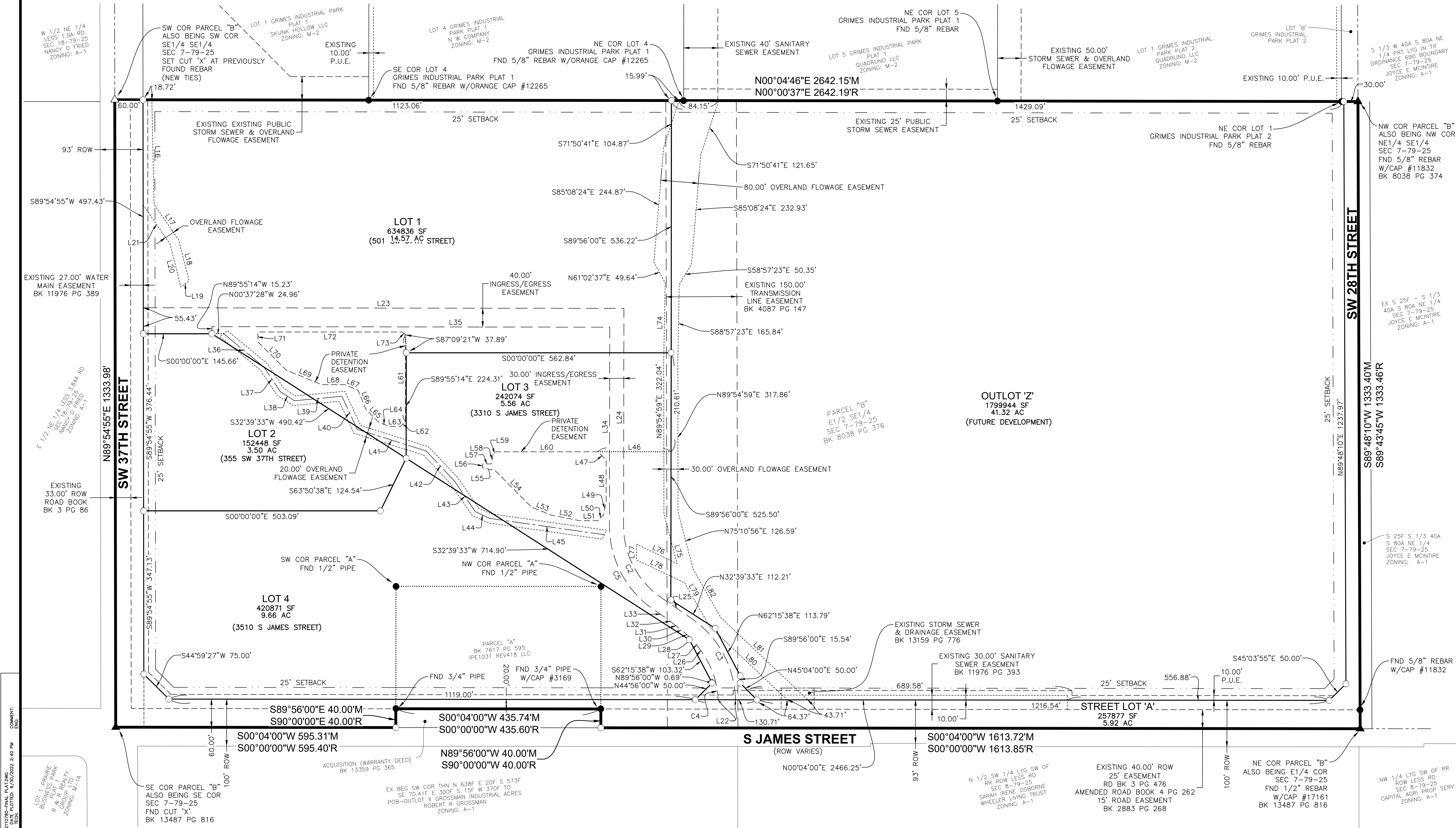
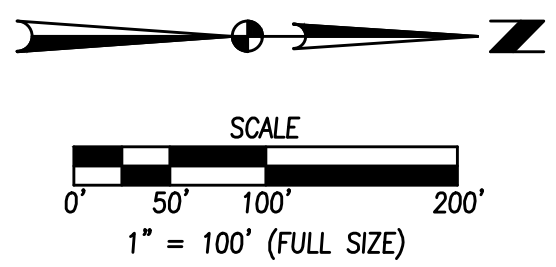
06/29/22

05/17/22

SECOND SUBMITTAL

FIRST SUBMITTAL

LEGACY AT JAMES STREET PLAT 1
FINAL PLAT



FILE: H:\2021\210780\210780-FINAL PLAT.DWG
DATE: 6/20/2022 2:40 PM
DRAWN BY: JCH
CHECKED BY: JCH

LOT 1, PRAIRIE
BUSINESS PARK
R & D GROUP REALTY
LTD
ZONING: M-1A

SE COR PARCEL "B"
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DATE

06/29/22

05/17/22

REVISIONS

SECOND SUBMITTAL

FIRST SUBMITTAL

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:

TECH:

REVIEW:

LEGACY AT JAMES STREET PLAT 1
FINAL PLAT

GRIMES, IOWA

CIVIL DESIGN ADVANTAGE

3

3

2110.780

RESOLUTION NO. 08-1922

RESOLUTION APPROVING FINAL PLAT OF LEGACY AT JAMES STREET PLAT 1 AND
CERTAIN RELATED AGREEMENTS AND EASEMENTS

WHEREAS, the preliminary plat and accompanying materials for Legacy at James Street 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 Anderson Four, 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 water mains and sanitary sewers in the Plat, and the Developer has entered into an Agreement to Complete Public Improvements; and

WHEREAS, the plat of Legacy at James Street 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 Legacy at James Street 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. Sanitary Sewer Easement
2. Surface Water Flowage Easement
3. Water Main Easement
4. Public Utilities Easement
5. Ingress/Egress Easement
6. Private Detention Easement

BE IT FURTHER RESOLVED, that the required sidewalks and trail 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 trail.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized and directed to execute all easement and other agreements and file the final plat of Legacy at James Street Plat 1, as well as any other documents related thereto, with the Polk County Recorder.

PASSED AND APPROVED this 9th day of August 2022.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

**AGREEMENT TO COMPLETE PUBLIC IMPROVEMENTS
LEGACY AT JAMES STREET PLAT 1**

THIS AGREEMENT made and entered into as of the ____ day of _____, 2022 by and between Anderson Four, LLC ("Developer"), and the City of Grimes, Iowa, an Iowa municipal corporation ("Grimes").

WHEREAS, Developer has submitted to Grimes a final plat entitled Legacy at James Street 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 mains and sanitary sewers, (collectively, the "Improvements"). All work shall be performed in accordance with Grimes specifications and shall be completed prior to May 31, 2023.

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, cablevision 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 performance bond in the amount of \$_____ for water and sanitary sewer 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.
4. 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.
5. 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.

Anderson Four, LLC

CITY OF GRIMES, IOWA

By: _____

Name: _____

Title: _____

By _____

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of Anderson Four, 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.

Notary Public in and for the State
of Iowa
My commission expires:_____

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 2022, 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 _____, 2022, 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:_____

Public Agenda Item 9

Appointment of Library Board Member