

Grimes City Council Agenda

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

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

Mission Statement

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

Grimes Meeting February 27, 2024 In Person/Zoom at Grimes Community Center, 410 SE Main Street

The public is welcome and encouraged to attend City Council Meetings.

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. Participants must be recognized by the presiding officer and must state their full name and address before addressing the City Council. 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 Grimes City Clerk Rochelle Williams by email at: rwilliams@grimesiowa.gov.

Meetings will be recorded

AGENDA ITEMS FOR FEBRUARY 27, 2024, AT 5:30 PM AT GRIMES COMMUNITY CENTER

1. Call to Order
Pledge of Allegiance
2. Roll Call
3. Approval of Agenda
4. Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)
 - A. Resolution 02-2024 Approving Minutes from Previous Meeting
 - B. Resolution 02-2124 Claims Report \$2,086,501.21
 - C. Resolution 02-2224 Approving Bills and Quotes over \$10,000
 - D. Filing and Receiving of Reports
 - E. Resolution 02-2324 Approving Payments for Professional Services
 - a. Pay Request #16 Civil Design Advantage - GrimesPlex \$33,146.18

- b. Pay Request #6 McClure Engineering Company - CIWW Assistance & ASR System Evaluation \$24,003.75
 - c. Pay Request #15 McClure Engineering Company - North Jordan Well Repairs \$1,434.06 (to be turned into insurance as part of well claim)
 - d. Pay Request #17 McClure Engineering Company - Phase 1A Water System Improvements \$42,548.84
 - e. Pay Request #5 MSA Professional Services, Inc. - SE Little Beaver Dr. & SE 4th - 6th Water Main \$7,490.00
 - f. Pay Request #12 MSA Professional Services, Inc. - SE Trail Ridge Road Reconstruction \$14,113.20
 - g. Pay Request #6 Snyder & Associates, Inc. - Streets Master Plan/Design Guide \$9,621.50
- F. Resolution 02-2424 Approving Capital Project Payment Requests
- a. Pay Request #1 Concrete Technologies, Inc. - NE Beaverbrooke Blvd. & IA 141 Intersection Improvements \$14,686.05
 - b. Pay Request #7 Edge Commercial, LLC - GrimesPlex Buildings \$845,074.14
 - c. Pay Request #16 Rognes Corporation - WRA Grimes Connector - Contract 3 \$78,400.65
 - d. Pay Request #1 S.M. Hentges & Sons, Inc. - SE/SW 19th Street Sanitary Sewer Extension \$117,248.52
 - e. Pay Request #7 Ideal Floors, Inc - New Grimes Public Library \$1,995.00
 - f. Pay Application #8 Ideal Floors, Inc - New Grimes Public Library \$5,693.75 (retainage to be paid in accordance with contract terms and Iowa Code Chapter 573)
 - g. Pay Request # 7 Nehring Construction, Inc. - New Grimes Public Library \$12,074.70 (retainage to be paid in accordance with contract terms and Iowa Code Chapter 573)
 - h. Pay Request #6 Des Moines Marble & Mantel - The Grimes Public Library \$6,375.25 (retainage to be paid in accordance with contract terms and Iowa Code Chapter 573)
 - i. Pay Request # 4 Kone Inc. - New Grimes Public Library \$7,200.00 (retainage to e paid in accordance with contract terms and Iowa Code Chapter 573)
 - j. Pay Request #6 Academy Roofing and Sheet Matal Company - New Grimes Public Library \$21,117.50 (retainage to be paid in accordance with contract terms and Iowa Code Chapter 573)
 - k. Pay Request #6 Midwest Automatic Fire Sprinkler - New Grimes Public Library \$4,375.00 (retainage to be paid in accordance with contract terms and Iowa Code Chapter 573)
- G. Resolution 02-2524 Approving Change Orders
- a. Performance Contracting CO #8 Grimes Public Library, Increase of \$2,346.75

- b. The Weitz Company-Change Order #7, Grimes Public Library, Increase of \$12,293.00
- c. Van Maanen Electric Change Order #9, Grimes Public Library, Increase of \$1,605.93
- H. Resolution 02-2624 Setting the Date for Public Hearings on Proposals to Enter into General Obligation Loan Agreements
- I. Resolution 02-2724 Setting the Date for Public Hearing on the Proposed City Tax Rate for FY25
- J. Resolution 02-2824 Ordering Construction of the GrimesPlex Batting Cages and Bullpens, and Fixing a Date for Hearing Thereon and Taking of Bids Therefor
- K. Resolution 02-2924 Approving a Professional Services Agreement with Foth Infrastructure and Environment, LLC. for the S James Street Improvements from SE 37th St to SE 11th St
- L. Resolution 02-3024 Authorizing Conveyance Of Underground Electric Easement In Connection With The S James Street And SE 11Th Street Improvements Project
- M. Resolution 02-3124 Approving the Lease Agreement Between the City of Grimes and the Dallas Center Grimes Softball Club for Use of the North Complex Softball Fields
- N. Resolution 02-3224 Approving Equipment Transactions Pursuant to FY24 Budget
- O. Resolution 02-3324 Approving the Lease Agreement Between the City of Grimes and The Dallas Center Grimes Soccer Club for Use of the South Complex Soccer Fields
- P. Resolution 02-3424 Agreement By and Between Group Creative Services and City of Grimes, Iowa
- Q. Resolution 02-3524 to provide additional credit of \$2,000 to Todd and Jennifer Miller's City of Grimes Utility Account for the Purpose of Watering Disturbed Easement Areas on their Property at 312 NW 23rd Court.
- R. Resolution 02-3624 to Approve Letter of Intent to Purchase Assets from Water Development Co., D/B/A Thorpe Water Development Company (Gould Heights)
- S. 2023 Development Services Annual Report
- T. Resolution 02-3724 Final Acceptance of Six (6) Prime Contractors for the New Grimes Public Library Project.
- U. Resolution 02-3824 Approving Personnel Transactions
- V. Resolution 02-3924 To Enter Into an Agreement with White Fox Farms, LLC for the Purchase of 0.04 Forested Wetland Credits for \$2,200

5.

Public Forum

“People wishing to address the Council need to sign up on the sheet which has been provided on the table near the door. Each person will be allowed three minutes from the podium and may address no more than two issues per Grimes Rules of Procedure for Conduct of City Business – May 2005.”

PUBLIC AND COUNCIL AGENDA ITEMS

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

1. Tru Hotel Site Plan

ADJOURNMENT

RESOLUTION 02-2024 APPROVING THE GRIMES CITY COUNCIL MINUTES

Grimes Resolution No. 02-2024

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

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

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

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

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

PASSED and APPROVED on February 27, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

CITY COUNCIL MEETING/WORKSHOP
Tuesday, February 13, 2024

The Grimes City Council Meeting was held in-person and Via Zoom. The meeting was called to order by Mayor Mikkelsen, February 13, 2024 at 5:35 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, Andrew Borcharding, Laurie DePhillips, Ryan Burger, David Gisch

AGENDA ITEMS

APPROVAL OF THE AGENDA

Mayor Mikkelsen asked for approval of the agenda.

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

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

CONSENT AGENDA

A. Resolution 02-0124 Minutes approval from previous meeting B. Resolution 02-0224 Claims Report \$1,862,154.07 C. Resolution 02-0324 Approving Bills and Quotes over \$10,000 D. Resolution 02-0424 Approving State of Iowa Alcohol Licenses a. AmericInn - 251 SE Gateway Circle - Special Class C Retail Alcohol License b. El Hupango - 3600 SE Crossroads Drive - Class C Retail Liquor License E. Filing and Receiving of Reports F. Finance Report for January 2024 G. Resolution 02-0524 To Make a One-Time Water Adjustment for a Customer H. Resolution 02-0624 Approving Renewal of Data Breach and Privacy Security Liability Insurance Policy with CFC Underwriters through Jester Insurance Services I. Resolution 02-0724 Approving Payments for Professional Services a. Pay Request #2 McClure Engineering Company - SE 41st Street and SE Park Drive Extension \$6,283.75 b. Pay Request #6 Snyder & Associates, Inc. - 2022-2025 On Call Traffic Planning & Engineering Services \$6,751.55 c. Pay Request #9 Snyder & Associates, Inc. - E Gateway Dr. & E 1st St. Intersection Improvements \$7,226.36 d. Pay Request #10 Snyder & Associates, Inc. - Traffic Signal Network Communication Project \$7,941.75 e. Pay Request #16 Snyder & Associates, Inc. - NE Destination Dr. & NE Beaverbrooke Blvd. Improvements \$8,699.50 f. Pay Request #62 Veenstra & Kimm, Inc. - WRA Grimes Connector \$19,455.68 g. Pay Request #24 to The Weitz Company, LLC - New Grimes Public Library \$11,844.42 J. Resolution 02-0824 Approving Capital Project Payment Requests a. Pay Request #23 Shank Constructors, Inc.- WRA Grimes Connector - Contract 4 \$46,792.11 b. Pay Request #4 Absolute Concrete Construction, Inc. - S James Street and SE 11th Street Improvements \$90,208.43 c. Pay Request #22 S.J. Louis Construction, Inc. - WRA Grimes Connector - Contract 1 \$30,555.53 d. Pay Request #23 (Retainage) S.J. Louis Construction, Inc. - WRA Grimes Connector - Contract 1 \$20,000.00 e. Pay Requests #10 Forrest & Associates Inc - New Grimes Public Library \$1,959.76 f. Pay Request #12 Forrest & Associates Inc - New Grimes Public Library \$2,418.17 g. Pay Request #15 AMC Mechanical Inc - New Grimes Public Library \$5,302.81 h. Pay Request #5 Des Moines Marble & Mantel - New Grimes Public Library \$1,733.75 i. Pay Request #22 Van Maanen Electric Inc - New Grimes Public Library \$4,129.04 j. Pay Request #22 Graphite Construction Group - New Grimes Public Library \$6,151.25 k. Pay Application #15 Performance Contracting, Inc - New Grimes Public Library \$14,798.35 l. Pay Application #6 Nehring Construction, Inc - New Grimes Public Library \$380.00 K. Resolution 02-0924 Approving Change Orders a. Change Order #6 Edge Commercial, LLC - GrimesPlex Buildings - Increasing \$3,079.00 b. Change Order #5 S.J. Louis Construction, Inc. - WRA Grimes Connector -

Contract 1 - Increasing \$30,555.53 c. Change Order #1 Van Maanen Electric - City Traffic Signal Communication Network - Increasing \$59,142.05 L. Resolution 02-1024 Approving the Purchase of Equipment for GrimesPlex Concession Stands M. Resolution 02-1124 Approving Development Services Policies and Procedures Regarding Permits and Certificate of Occupancy N. Resolution 02-1224 Approving Small Municipal and County Government Enterprise Agreement with Environmental Systems Research Institute, Inc. (Esri) O. Resolution 02-1324 Ordering Construction of the WRA Grimes Connector - Reforestation, and Fixing a Date for Hearing Thereon and Taking of Bids Therefor P. Resolution 02-1424 Accepting the WRA Grimes Connector - Contract 1 Q. Resolution 02-1524 to Amend Contract for Professional Services with Veenstra & Kimm, Inc. for WRA Grimes Connector R. Resolution 02-1624 Approving a Professional Services Agreement with Allender Butzke Engineers, Inc. for the Library Amphitheater S. Resolution 02-1724 GrimesPlex Bullpen Pitching Mounds T. Resolution 02-1824 Approving an Early Retirement Incentive Plan (ERIP)
Motion by Borcharding, Second by DePhillips, to approve the Consent Agenda.
Roll Call: Ayes: All; Nays: None Motion passes 5 - 0.

PUBLIC FORUM -No one signed up to address the Council.

PUBLIC AND COUNCIL AGENDA ITEMS

1. Presentation by Grimes Lions Club for Public Art Donation- Grimes Splash Pad

Michelle Buehe, President of the Grimes Lions Club, along with numerous officers and members presented a check for \$50,000 to the City. They asked that this donation be used towards artwork at the Grimes Splash Pad. Mayor Mikkelsen and Council all thanked them for all they do in the community.

2. Second Reading of Ordinance 785 Amending Grimes Code of Ordinance Section 6-4-12 Regulating Dates and Times Permitted for Discharging Fireworks

City Administrator Jake Anderson advised the Council that there had not been any changes from the initial public hearing and First Reading other than updating the Ordinance Section.

Motion by Burger, Second by Gisch, to approve the Second Reading of Ordinance 785 Amending Grimes Code of Ordinance Section 6-4-12 Regulating Dates and Times Permitted for Discharging Fireworks.

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

Motion by Gisch, Second by Johansen, to waive the Third Reading of Ordinance 785 Amending Grimes Code of Ordinance Section 6-4-12 Regulating Dates and Times Permitted for Discharging Fireworks.

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

Motion by Gisch, Second by Johansen, to approve Final Passage of Ordinance 785 Amending Grimes Code of Ordinance Section 6-4-12 Regulating Dates and Times Permitted for Discharging Fireworks.

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

3. Approving Transfer of Interests in Real Property by the City of Grimes to Central Iowa Water Works. (CIWW)

Public Works Director, Kevin Hensley addressed the Council. He stated that at the previous Council Meeting on January 23, 2024, the Council passed a Resolution approving the inclusion of Grimes as a founding member of Central Iowa Water Works. Hensley added that the

resolution before them tonight was to approve the transfer of water production assets to the CIWW at the time of operational commencement. He added that the operational commencement date for the CIWW is currently January 1, 2025. Hensley said as part of the agreement, property to be transferred to the CIWW includes all easements, property, pipe, equipment, and structures used to extract, convey and process ground water to produce drinking water. He added that once the required document has been prepared and the transfer of water production assets is completed, the City will operate the water plant under an operating agreement with the CIWW. Hensley stated the City will be fully reimbursed plus 2% for operation costs associated with producing drinking water for the region.

a. **Public Hearing Approving Transfer of Interests in Real Property by the City of Grimes to Central Iowa Water Works.**

Mayor Mikkelsen opened the Public Hearing at 5:43 pm. Being no written or oral comments, Mayor Mikkelsen closed the public hearing at 5:43 pm.

b. **Resolution 02-1924 Approving Transfer of Interests in Real Property by the City of Grimes to Central Iowa Water Works**

Mayor Mikkelsen along with the Council stated that being a founding member is a good step in the process of ensuring good water supply and quality for the future of the community.

Motion by Johansen, Second by Borcharding, to approve Resolution 02-1924 the transfer of interests in real property by the City of Grimes to Central Iowa Water Works.

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

ADJOURN

There being no further business the meeting was adjourned at 5:47 p.m.

Motion by Gisch, Second by Johansen, to adjourn.

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

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

CITY COUNCIL WORKSHOP
Tuesday February 13, 2023

The Grimes City Council workshop was called to order by Mayor Mikkelsen, February 13, 2024, at 5:51 p.m. following the regular Council Meeting at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa.

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

AGENDA ITEMS

A. Budget Workshop

- a. The Capital Improvement Program for 2025-2029 was reviewed by Council.
- b. The City Department Heads presented their departmental budgets for Fiscal Year 2025 for Council review and discussion.

There being no further business the workshop was adjourned at 7:53 pm.

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

RESOLUTION 02-2124 APPROVING AND AUTHORIZING EXPENDITURES

Grimes Resolution No. 02-2124

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

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

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

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

PASSED and APPROVED on February 27, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

City of Grimes Claims 2.27.2024

IMPACT7G	AMC SURVEY/REPORT- CORN PATCH	\$	2,400.00
A TECH INC	FIRE MONITORING - LIBRARY	\$	165.00
AIA CORPORATION	FD DUTY UNIFORM - DILLARD	\$	185.60
AMERICAN FENCE COMPANY	TRANSMITTER FOR MAIN GATE	\$	380.00
JOHNSON CONTROLS SECURITY	CH SECURITY	\$	894.43
BAKER & TAYLOR	LIBRARY MATERIALS	\$	1,585.26
BANKERS TRUST COMPANY	CONFERENCE/SUPPLIES/TESTING	\$	18,998.71
BISHOP ENGINEERING	AS-BUILT SURVEY SERVICE - LIBRARY	\$	1,650.00
BLACK HILLS ENERGY	GAS	\$	2,341.24
COMMERCIAL APPRAISERS	PARCEL 11 ARCHLAND APPRAISAL	\$	3,500.00
BOMGAARS	PW SIGN SUPPLIES/BATTERY/SUPPLIES	\$	334.55
BROCKWAY MECHANICAL	GCC ROOM REPAIRS	\$	426.32
CDW GOVERNMENT, INC	TEMPERATURE/HUMIDITY SENSOR	\$	5,234.78
CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES - LIBRARY	\$	166.49
CITY OF JOHNSTON	28E FIRE/AMB MONTHLY MAR 2024	\$	248,204.00
CIVIL DESIGN ADVANTAGE	GRIMESPLEX PAYMENT #16	\$	33,146.18
COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	1,378.42
CONCRETE TECHNOLOGIES INC	NE BVRBRK/141 INTERSECT #1	\$	14,686.05
CORE & MAIN	MANHOLE REPAIR W 1ST ST/PARTS	\$	494.00
CUSTOM STEEL BUILDERS	BRACKETS FOR HOPPER AT WRA LIFT	\$	98.00
DEMCO	BOOKTRUCK	\$	2,026.87
DES MOINES REGISTER	3/1/24-2/28/25 NEWSPAPER - CH	\$	796.86
DES MOINES STAMP MFG CO.	TREE BOARD NAME PLATE	\$	20.00
EDGE COMMERCIAL	GRIMESPLEX BUILDINGS PYMT #7	\$	845,074.14
FASTENAL	S207 SUPPLIES	\$	35.26
EXCEL MECHANICAL CO	GCC WATER HEATER REPLACE/REPAIRS	\$	15,391.98
GLOBAL EQUIPMENT COMPANY	HOPPER CASTERS FOR WRA LIFT	\$	490.01
GRAINGER	LABEL KIT	\$	9.38
HAWKEYE TRUCK EQUIPMENT	BRACKET KIT	\$	376.72
HY-VEE	FUNERAL FLOWERS-COUNCIL FAMILY	\$	100.00
HAWKINS INC.	AMMONIA AND ANTISCALANT	\$	9,264.03
HOTSY CLEANING SYSTEMS	HOTSY REPAIR/ MAINTENANCE	\$	292.25
RELIANT GASES, LTD	CO2	\$	1,047.20
STATE HYGIENIC LABORATORY	STATE TESTING - WATER	\$	1,556.00
IOWA DEPT OF REVENUE	JAN 2024 WH/WATER/EXCISE/SALES TAX	\$	13,822.70
IOWA DOT	CONCRETE FOR SIGN BASE	\$	746.30
IOWA ONE CALL	JANUARY 2024 LOCATES	\$	341.70
IOWA PRISON INDUSTRIES	SIGN BLANKS	\$	1,164.90
IPERS	IPERS- REGULAR	\$	63,574.87
IOWA SIGNAL INC	141 / 37TH REPAIR/SE 19TH/E1ST SERVICE	\$	1,710.00
GRIMES LOTS LLC	AUTUMN PARK DEVELOPMENT CHANGE	\$	20,000.00
KLINE ELECTRIC INC	STAGE POWER/CH DOOR/1ST ST LIGHTS	\$	3,506.38
LEAF	COPIER CONTRACT - DS	\$	87.72

LIBERTY READY MIX	CEMENT FOR SLEEP TRAILER	\$	1,057.00
MAIL SERVICES	UB MONTHLY SERVICE REMINDERS	\$	3,145.37
MEDIACOM	PW INTERNET AND TV	\$	346.33
MIDWEST AUTOMATIC FIRE	GRIMES PUBLIC LIBRARY APP #6	\$	4,375.00
MISSISSIPPI LIME CO.	QUICKLIME	\$	7,899.64
MUNICIPAL SUPPLY, INC.	METERS FOR RESALE	\$	28,471.00
O'HALLORAN INTERNATIONAL	S205/S204 REPAIRS/TELEMATICS	\$	21,396.39
OFFICE DEPOT LIBRARY	COPY PAPER - LIBRARY	\$	287.77
OFFICE DEPOT	SUPPLIES FOR WATER PLANT	\$	296.56
ONESOURCE BACKGROUND CHECK	VOLUNTEER COACH BACKGROUND CHK	\$	38.00
PIONEER MFG COMPANY	CUSTOM GRIMESPLEX PAINT	\$	1,446.50
PLUMB SUPPLY CO	PW TOILET REPAIR KITS	\$	42.96
PLASTIC RECYCLING	GARBAGE CAN REPLACEMENT LIDS	\$	1,043.68
SCHULING HITCH COMPANY	HITCH FOR PICKUP - PW	\$	83.12
SMITH'S SEWER SERVICE	JETTING WW LINES AT PLANT	\$	273.00
SNYDER & ASSOCIATES	STREET MASTER PLAN/DESIGN #6	\$	9,621.50
TOMPKINS INDUSTRIES INC.	SIGN SUPPLIES	\$	137.35
UNIQUE MANAGEMENT SERVICE	COLLECTIONS - LIBRARY	\$	151.45
CINTAS FIRST AID & SAFETY	SAFETY CABINETS-PW/PARKS/CH	\$	371.44
ULINE	DUMPING HOPPER	\$	2,062.68
VERIZON WIRELESS	CITY HALL/COUNCIL/PW IPADS	\$	330.09
VAN METER INC.	OLD SHOP LIGHT BULBS	\$	111.02
VAN WALL EQUIPMENT	P405 BROOM	\$	879.38
WD DOOR	GARAGE DOOR SPRINGS- OLD SHOP	\$	892.76
ELM USA	DISC BUFFER	\$	25.00
CENTURY LINK	2/10-3/9/24 PHONE SERVICE	\$	1,385.24
ROGNES CORP	WRA CONNECTOR CONTRACT 3 #16	\$	78,400.65
INFOMAX OFFICE SYSTEMS	LIBRARY COPIER CONTRACT	\$	261.83
IOWA DEPT. NAT. RESOURCES	MS4 PERMIT RENEWAL 77-36-0-02	\$	1,250.00
EFTPS	FED/FICA TAX	\$	46,657.92
MENARDS	SEWAGE PUMP- PW/DS SUPPLIES	\$	753.60
MCCLURE ENGINEERING	WATER IMPROV PHASE 1A #17/CIWW #6	\$	66,552.59
BULK TRANSPORT	DELIVERY OF LIME	\$	2,388.11
INVISION	LIBRARY CONSTRUCTION ADMIN	\$	5,298.75
VOYA	DEFER COMP PRE	\$	2,966.92
AIG	DEFER COMP ROTH	\$	882.50
HORACE MANN	DEFER COMP ROTH	\$	400.00
MASSMUTUAL	DEFER COMP PRE	\$	2,243.00
NILLES ASSOCIATES	156TH/GRIMES INT SURVEY-SWMP REVIEW	\$	36,000.00
LUMEN CENTURY LINK	1/16-2/15/24 PHONE SERVICE PW	\$	770.72
MSA PROFESSIONAL SERVICES	SE TRAIL RIDGE RD RECONSTR #12	\$	21,603.20
ELECTRIC PUMP	COMM LIFT STATION/SE 37TH REPAIRS	\$	695.00
SCENTAIR TECHNOLOGIES	PW/GCC IONS	\$	609.00
RENEWABLE ENERGY GROUP	FUEL-PW/FD/DS/PARKS	\$	5,418.90

EBS	MARCH PREMIUMS	\$	2,986.37
PRO WEST & ASSOCIATES	GIS DATA CONFIRMATION SERVICES	\$	7,002.07
SYNERGY FIRE & SAFETY	HAULING SLUDGE TO WRA	\$	16,333.90
BSI ONLINE BACKFLOW	ANNUAL BSI ONLINE SUBSCRIPTION	\$	495.00
MONOPRICE INC	NETWORK CABLES	\$	65.89
CENTRAL IOWA OFFICIALS	OFFICIALS FEE YOUTH BASKETBALL	\$	1,400.00
CITY OF GRIMES FLEX	EMPLOYEE FLEX SPENDING	\$	2,433.08
IDEAL FLOORS, INC.	GRIMES PUBLIC LIBRARY APP #8	\$	7,688.75
JESTER INSURANCE SERVICES	CYBER SECURITY INS 4/24-4/1/25	\$	14,336.01
S.M. HENTGES & SONS INC	SE/SW 19TH SEWER EXT #1	\$	117,248.52
CIVICPLUS, LLC	ADDITIONAL USER CHARGE	\$	5.00
HEARTLAND BUSINESS	ARUBA NETWORK EQUIPMENT	\$	32,932.32
CITY OF GRIMES HSA	EMPLOYEE FLEX SPENDING	\$	715.34
KONE INC.	GRIMES PUBLIC LIBRARY APP #4	\$	7,200.00
AMAZON	PW/IT/DS/PARKS/LIB SUPPLIES	\$	8,967.74
NEHRING CONSTRUCTION INC	GRIMES PUBLIC LIBRARY APP #7	\$	12,074.70
HY-VEE CATERING	EMPLOYEE HOLIDAY MEAL	\$	1,583.00
SVPA ARCHITECTS	GRIMESPLEX SCHEMATIC DESIGN	\$	3,340.20
ONSITE SERVICE SOLUTIONS	CALIBRATION OF LAB EQUIPMENT	\$	2,150.00
ARAMARK	GCC RUG RENTAL SERVICE	\$	228.22
ACADEMY ROOFING	GRIMES PUBLIC LIBRARY APP #6	\$	21,117.50
PRO QUEST LLC	DATABASE - LIBRARY	\$	1,547.33
PLAYAWAY PRODUCTS	LIBRARY MATERIALS	\$	48.74
LASHIER PARTNERS LLC	GRIMESPLEX TEMP SIGNAGE	\$	1,144.00
DES MOINES MARBLE	GRIMES PUBLIC LIBRARY APP #6	\$	6,375.25
METRONET	INTERNET FOR FLEXNET SYSTEM	\$	237.25
TEAM SERVICES INC	CONSTRUCTION TESTING SERVICES	\$	954.16
FIRST CHOICE COFFEE	LIBRARY COFFEE SERVICE/SUPPLIES	\$	963.00
ANDERSON LARRY A	WETLAND PURCHASE AGREEMENT-WRA	\$	2,200.00
FERRARA DILLON	CONSTRUCTION TRAINING PER DIEM	\$	245.00
ZAMORA JOSE	CONSTRUCTION TRAINING PER DIEM	\$	245.00
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	\$	135,210.65
	CLAIMS TOTAL	\$	2,086,501.21
	GENERAL FUND	\$	517,885.59
	LIBRARY FUND	\$	46,205.96
	ROAD USE TAX FUND	\$	58,322.63
	CP - GRIMES COMMUNITY COM FUND	\$	10,230.53
	2019 OVERLAY PROJECT FUND	\$	18,500.00
	WRA SANI SEWER PHASE 1 FUND	\$	2,200.00
	19TH ST SEWER EXTENSION FUND	\$	117,248.52
	ANNUAL WATER MAIN REPLACE FUND	\$	7,490.00
	GRIMES LIBRARY BLDG FUND	\$	65,779.95
	TRAFFIC SIGNAL EQUIPMENT FUND	\$	8,500.00
	WRA SANI SEWER PHASE 3 FUND	\$	78,400.65

GRIMESPLEX FUND	\$	881,560.52
SE 11TH & JAMES FUND	\$	954.16
11TH & GATEWAY SIGNAL FUND	\$	3,500.00
BLDG ACCESS CONTROL PROJ FUND	\$	29,169.22
WATER PRODUCTION PROJECTS FUND	\$	42,548.84
NE DEST/NE BVRBROOKE IMP FUND	\$	14,686.05
SE TRL RDG RD RECONSTRUCT FUND	\$	14,113.20
SEWER COMPLIANCE PROJECT FUND	\$	16,333.90
WATER FUND	\$	110,067.84
SEWER FUND	\$	30,917.31
STORM WATER FUND	\$	11,886.34
	\$	2,086,501.21

Bankers Trust Credit Cards			
City of Grimes			
7015	\$ 17.77	USPS	Certified mail
	\$ 245.50	Walmart	Office supplies
	\$ 1,284.40	American Airlines	GFOA Conference travel - Woodke/Thornburg
Parks & Recreation			
7444	\$15.00	Sterling Volunteers	Background check
	\$2,328.84	The Shores Daytona	SFMA Conference hotel-Houke/Shroyer/Miller
	\$334.95	The Barn	Batting cage replacement net
	\$75.00	Facebook	GrimesPlex marketing
Dev Serv - Alex			
8047	\$2,709.00	American Planning	Conference registration - Alex/Molly/Evann
	\$811.00	American Planning	Membership dues - Molly/Evann
	\$15.00	Evenbrite Commuter	CPM session parking pass - Alex/Rachel
	\$140.43	Costco	Office supplies
	\$59.76	Costco	EEC event supplies
	\$1,465.20	Destination Grille	EEC event lunch
Public Works			
8021	\$1,140.00	Iowa Rural Water Assoc	Annual Conference-Feick/Prohaska/Guthrie
	\$18.42	Kum & Go	WW Conference fuel-Guthrie/Kurtz
	\$972.90	IA Concrete Paving	Concrete workshop-Teig/Goodvin/Duckett/Flores
	\$1,368.90	Le Meridien Indianapolis	WW Conference hotel-Guthrie/Kurtz
	\$42.20	Circle K	WW Conference fuel-Guthrie/Kurtz
	\$32.09	BP Iowa 80 Trucks	WW Conference fuel-Guthrie/Kurtz
	\$90.00	Red Blue Garage	WW Conference parking-Guthrie/Kurtz
	\$281.56	Enterprise Rent-A-Car	WW Conference car rental-Guthrie/Kurtz
	\$675.00	Iowa Turf Grass	Iowa Conference-Kanealy/Gettys/Greiman
	\$220.00	Iowa Water Environment	Collection Conference/certification-Kurtz
Library			
8070	\$2,808.29	Global Industrial	Recycling/trash cans/carpet cleaner
	\$395.62	Costco	Food for opening day
	\$106.87	Target	Pens/calculator/first aid supplies
	\$152.19	Walmart	Programming supplies
	\$247.00	American Library Assoc	ALA Renewal - Kerr
Administrator			
1611	\$ 99.99	Soundscape Media	Annual subscription - music video
	\$ 20.00	OpenAI	Subscription

City Hall			
4531	\$549.09	Iowa Land Records	Recordings
	\$28.75	USPS	Certified mail
	\$1.00	Polk County	Recorders office parking
	\$59.10	Polk County Recorder	Recordings
	\$47.19	Aldi	Office coffee
Rob Fox			
4523	\$0.71	Microsoft	Monthly charge for DNS service
	\$40.00	Cognito	Team subscription
	\$99.99	GoDaddy	SSL Renewal - grimescityrecords.com
Total	\$18,998.71		

AMAZON CLAIMS 2.27.24		
Charges	Amount	Description
Library	\$492.31	Materials
	\$516.92	Door stop-laminating/coffee supplies
	\$89.90	Lanyards
	\$50.11	Tool/adaptor/cleaning cloth/bank bags
	\$144.04	Window clings/hooks/door stop
	\$172.58	Cleaning/command strips/coffee/scissors
	\$42.10	Programming supplies
Public Works	\$97.53	Mother's room lock/key
	\$76.94	Safety labels
Dev. Services	\$51.92	Binders/coat hooks/badge holders
Parks & Rec	\$6,102.92	GrimesPlex soccer goals
IT	\$480.00	Headsets - City Hall
	\$650.47	Keyboards/mini pc/cables/microphones
Total	\$8,967.74	

RESOLUTION 02-2224 APPROVING QUOTES AND BILLS OVER \$10,000 ACCORDING TO
THE GRIMES PURCHASING AND PROCUREMENT POLICY

Grimes Resolution No. 02-2224

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

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

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the following items attached as *Exhibit A* be approved for purchase or payment.

PASSED and APPROVED on February 27, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

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



CITY OF GRIMES
101 NE HARVEY ST
GRIMES IA 50111-2051

PAID

CUSTOMER#: 91-102
INVOICE#: 202402124894
INVOICE DATE: 2/12/2024
DUE DATE : 3/15/2024
P.O. # :

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

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

601.1506413
601.1606413

[Handwritten signature]

CITY OF GRIMES

91-102

INVOICE#: 202402124894

TOTAL DUE : \$248,204.00

PLEASE REMIT BOTTOM PORTION WITH YOUR PAYMENT

THANK YOU

20236539
AP

COMMERCIAL APPRAISERS OF IOWA, INC.

Real Estate Valuation & Consulting

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

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

371.210.6490

C-0

February 7, 2024

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

PAID

**Re: Value Finding Appraisal of Parcel 11 (Archland Property I, LLC) Located at 101 SE Gateway Drive, Grimes, Iowa.
Gateway Drive and East 1st Street Intersection Improvement Project.**

Total Fee

\$3,500.

Due Upon Receipt
Tax I.D. # 42-1516283
File #6803

[Signature]

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

COMMERCIAL APPRAISERS OF IOWA, INC.

Thank you.

**Re: Value Finding Appraisal of Parcel 11 (Archland Property I, LLC) Located at 101 SE Gateway Drive, Grimes, Iowa.
Gateway Drive and East 1st Street Intersection Improvement Project.**

Total Fee

\$3,500.

File #6803

Grimes Lots LLC
2400 86th St Ste 24
Urbandale, IA 50322
(515)276-3456

PAID

601.176.6497

6-0
20236542
AP

INVOICE #4001

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

Date: 2/9/2024

Project: Autumn Park development

Invoice Date	Description	Amount
2/9/2024	Engineering expenses related to the Autumn Park development changes	\$ 20,000.00

TOTAL DUE: \$ 20,000.00

[Signature]

Payment due on receipt. Thank you.

RESOLUTION NO. 01.2524

RESOLUTION APPROVING HOPE TIMBER AND AUTUMN PARK DEVELOPMENT
AGREEMENT

WHEREAS, the City of Grimes (the "City") has been presented with a Development Agreement (the "Agreement") between the City of Grimes, Vista Real Estate, and Hope Timber LLC; and

WHEREAS, the Agreement outlines the terms and conditions for the reimbursement of engineering expenses and the acquisition of certain real estate by Hope Timber LLC from Vista Real Estate; and

WHEREAS, the City recognizes the benefits of encouraging development within its jurisdiction and finds the terms of the Agreement to be in the best interest of the community;

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

Section 1. Approval of Development Agreement

The City Council hereby approves the Development Agreement between the City of Grimes, Vista Real Estate, and Hope Timber LLC, as presented.

Section 2. Authorization for Execution

The City Mayor or City Representative is hereby authorized to execute the Development Agreement on behalf of the City of Grimes.

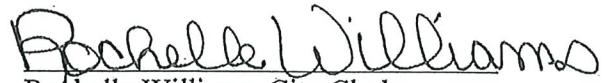
Section 3. Effective Date

This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED this 23rd day of January 2024.

By: 
Scott Mikkelsen, Mayor

ATTEST:


Rochelle Williams, City Clerk

**HOPE TIMBER
AND AUTUMN PARK DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 23 day of Jan, 2024, by and between the City of Grimes, Iowa, a municipal corporation (the "City"), Hope Timber, LLC, (referred to herein as "Hope"), and Grimes Lots, LLC (referred to herein as "Vista") collectively referred to as ("the Parties");

WHEREAS, Vista owns certain real property located within the corporate limits of the City which is legally described on Exhibit "A", attached hereto (the "Property"); and

WHEREAS, during the development of Autumn Park, Vista incurred engineering expenses at the direction of the City and was unable to incorporate the Property into the Autumn Park Development; and

WHEREAS, Vista desires to be reimbursed for the incurred engineering expenses; and

WHEREAS, Hope has obtained approvals from the City, for a subdivision and development (referred to herein as "Hope Timber"); and

WHEREAS, Hope desires to incorporate the Property into Hope Timber to allow for the connection of public utilities and roadways; and

WHEREAS, the Parties mutually desire to memorialize their covenants within this agreement.

NOW, THEREFORE, in consideration of the above it is hereby agreed the Parties as follows:

- 1) Real Estate Acquisition. Hope agrees to acquire certain real estate described on Exhibit A from Vista for a total consideration of \$10,000. The terms of the real estate transaction, including the legal description of the property and closing procedures, shall be agreed upon by Vista and Hope in a separate Real Estate Purchase Agreement to be executed concurrently with this Agreement.
- 2) Engineering Expenses Reimbursement. The City agrees to reimburse Vista for engineering expenses incurred in the amount of \$20,000. The eligible expenses shall be those directly related to the planning and development of the real estate to be acquired by Hope.
- 3) Reimbursement Terms. The reimbursement of engineering expenses by the City to Vista shall be made within 30 days of receipt of an invoice by the City, following the closing of the real estate transaction between Vista and Hope.

- 4) Amendment Procedure. The terms of this Agreement may be amended by mutual agreement of the Parties hereto.
- 5) Binding. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the respective Parties hereto.
- 6) Effective. This Agreement is subject to and contingent upon approval by the Grimes City Council.

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

CITY OF GRIMES, IOWA

By: Scott Mikkelsen (Jan 23, 2024 12:37 CST)

Scott Mikkelsen, Mayor

Attest:

Rochelle Williams

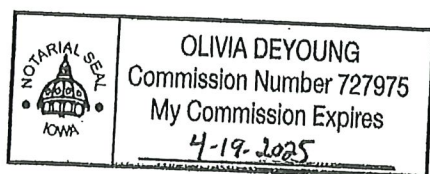
Rochelle Williams, City Clerk

STATE OF IOWA)

) ss.

COUNTY OF POLK)

On this 23 day of January, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 01-2524 adopted by the City Council, under Roll Call of the City Council on the 23 day of January, 2024, and that Scott Mikkelsen and Rochelle Williams acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



Olivia DeYoung
Notary Public in and for the

State of Iowa

My Commission expires 4-19-2025

PROPERTY OWNER.

Hope Timber, LLC

By: Reza Kargarzadeh

Signature: [Signature]

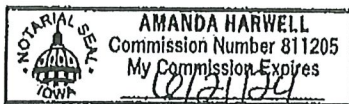
Title: [Signature]

STATE OF IOWA)

) ss:

COUNTY OF Polk)

On this 12 day of Jan, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Reza Kargarzadeh to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.



Amanda Harwell

Notary Public in and for the

State of Iowa

My Commission expires 10/21/24

PROPERTY OWNER.

Grimes Lots, LLC

By: _____

Signature: [Signature]

Title: By: Vista Real Estate and Investment Corporation, It's Manager David J. Harmeyer, President

STATE OF IOWA)

) ss:

COUNTY OF Polk)

On this 12th day of January, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared David J. Harmeyer to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.



[Signature]
Notary Public in and for the

State of Iowa

My Commission expires 2/12/24

Exhibit A

Parcel Number: 311/00020-056-009

Legal Description (Per Polk County Assessor)

: -EX PARCEL 2017-135 BK 16614 PG 277- PARCEL M BK
15149 PG 999 BEING PRT OF PARCEL C BK 7287 PG 394
BEG NW CORNER PARCEL C THN E 1F S 235F S 190.03F
S 190.03F S 825.01F S 375.01F S 75.03F S 120F S
534.1F W .5F N 2544.28F TO POB E 1/2 SW 1/4 SEC
31-80-25

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

Complete partial

1-0

PO#20235443



373.650.6504

Date	Invoice
02/15/2024	672351-H
Account Number	
9863036	

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

PAID

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

Terms	Due Date	PO Number	Reference
Net 30 days	03/16/2024	PO#20235443	Order #131959

Other Charges	Quantity	Price	Amount
Billable Other Charges			
R9W93A#ABA: Aruba 8100 48XF4C Ethernet Switch - 40 Ports - Manageable - 10 Gigabit Ethernet, 100 Gigabit Ethernet - 10GBase-X, 100GBase-X, 10GBase-T, 5GBase-T, 2.5GBase-T, 40GBase-X - TAA Compliant - 3 Layer Supported - Modular - 500 W Power Consumption - Optical Fib Serial Number(s): SG41LRX015, SG41LRX01D	2.00	11,324.00	22,648.00
JL726B#ABA: Aruba CX 6200F 48G 4SFP+ Switch - 48 Ports - Manageable - Gigabit Ethernet, 10 Gigabit Ethernet - 10/100/1000Base-T, 10GBase-X - 3 Layer Supported - Modular - 4 SFP Slots - 68 W Power Consumption - 370 W PoE Budget - Twisted Pair, Optical Fiber - 1U High Serial Number(s): CN41LM804S	1.00	2,773.62	2,773.62
Total Other Charges:			25,421.62

Make checks payable to: Heartland Business Systems, LLC. PO Box 856846 Minneapolis, MN 55485-6846 ACH Instructions: Account Title: Heartland Business Systems, LLC Bank: Wells Fargo Bank, N.A. 1900 South Webster Ave, Green Bay, WI 54301 Account #: 4128255502 Bank Routing/ABA #: 121000248 Remittance Email: Remiteft@hbs.net This purchase is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at http://www.hbs.net/standard-terms-and-conditions , which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2020.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over the version on the website.	Invoice Subtotal:	25,421.62
	Sales Tax:	0.00
	Invoice Total:	25,421.62

Thank you for your business!

Carol Thornburg

From: Rob Fox
Sent: Friday, February 16, 2024 10:21 AM
To: Carol Thornburg
Subject: RE: Heartland invoice!

This is the one we were expecting. We have received all of these items. Please proceed with payment on that PO. Thank you.

Rob Fox, MBA, CPM | IT Director
City of Grimes | 410 SE Main Street | Grimes, IA 50111
O: 515-215-8622 | www.grimesiowa.gov



From: Carol Thornburg <cthornburg@grimesiowa.gov>
Sent: Friday, February 16, 2024 10:20 AM
To: Rob Fox <rfox@grimesiowa.gov>
Subject: Heartland invoice!

Carol Thornburg | Staff Accountant
City of Grimes | 101 NE Harvey Street | Grimes IA 50111
(515)220-8826 | www.grimesiowa.gov



C-O

Invoice

✓ 600-810-6503
Meters for resale
Page 1 of 1**MUNICIPAL SUPPLY, INC.***Municipal, Contractor, and Industrial Supplies*

1550 N.E. 51st Avenue Des Moines, Iowa 50313

PH: (515) 262-1300 FAX: (515) 262-6662

WATS (800) 747-2025

After Hours: (515)262-1300, Option 5

INVOICE NUMBER: 0899146-IN

INVOICE DATE: 2/19/2024

ORDER NUMBER: 0165711

ORDER DATE: 2/8/2024

SHIP DATE: 2/15/2024

SALESPERSON: KENT KUEHL

CUSTOMER NO: 10-GRIMES

SOLD TO:

CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

SHIP TO:

CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

20236517

PAID

BUYER: Brad Feick

CUSTOMER P.O.	JOB NAME	SHIP VIA		TERMS			
TEXT BRAD 2/6/24	PWD WATER	KENT		NET 30 DAYS			
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT	
I2S5GBXX 3/4S 1GAL IPERL MTR 7W SM 25'	EACH	64.00	64.00	0.00	155.00	9,920.00	
M510MF13W3WMI DUAL PORT WIRED SMART POINT	EACH	54.00	54.00	0.00	221.00	11,934.00	
M510MF13WXMI SGL PORT WIRED SMART POINT	EACH	27.00	27.00	0.00	169.00	4,563.00	
M520MF1TCXMI SGL PORT TOUCH COUP WP SMART P	EACH	2.00	2.00	0.00	175.00	350.00	

ORDER# 165711

PLEASE REMIT TO: 1550 NE 51ST Avenue DES MOINES, IA 50313
--

A SERVICE CHARGE OF 1 1/2% WITH A MINIMUM OF \$1.00 PER MONTH
WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

Net Invoice:	26,767.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	26,767.00



Nilles Associates, Inc.
1933 SW Magazine Road
Ankeny, IA 50023
Tel: 515-965-0123
www.nillesinc.com

20231547

MA

CO

Aaron Jarosh
City of Grimes
ajarosh@grimesiowa.gov

3262106426

PAID

INVOICE

INVOICE DATE: 2/8/2024
INVOICE NO: 23136.01
BILLING FROM: 12/1/2023
BILLING TO: 1/31/2024

23136 - 156th and 250th St.

Managed By: Jake Nilles

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
23136 - 156th and 250th St.	\$23,125.00	80.00	\$18,500.00	\$0.00	\$18,500.00
TOTAL	\$23,125.00		\$18,500.00	\$0.00	\$18,500.00

SUBTOTAL \$18,500.00
AMOUNT DUE THIS INVOICE \$18,500.00

This invoice is due upon receipt

Thank you for your business.

[Signature]



O'HALLORAN INTERNATIONAL INC. DBA

✓ C-0
3311 Adventureland Dr
ALTOONA, IA 50009
P: (515) 967-3300
F: (515) 967-0206
www.trivistacompanies.com

RUT (J2) SNOW? 110-250-6332
S-205 repairs
SERVICE INVOICE: RA100003079:01

Vehicle #: S-205

License Plate #:

20236468

BILL TO
CITY OF GRIMES - 112776
101 N. HARVEY ST
GRIMES IA 50111
P:
F: (515) 986-9636

PAID

CUSTOMER
CITY OF GRIMES - 112776
1700 SE DESTINATION DR.
GRIMES IA 50111
P: (515) 724-2382
F: (515) 986-9636

DATE ARRIVED		DATE INVOICE	SALES TYPE	ADVISOR	TERMS	CUSTOMER REFERENCE		
1/15/2024 12:43:42PM		2/8/2024	SRET	M.HECK	NET30			
YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #	ENGINE HOURS	IN SERVICE	Component Serial #	ODOMETER
2014	INTERNATIONAL	7000	1HTWAAAR4EH775410	S-205	1,295	11/6/2017		15795

Sold Operations

JOB #1 DIAG-2

COMPLAINT DIAGNOSE UNIT IS USING ANTIFREEZE
CAUSE HEAD GASKET FAILED

Handwritten signature

Sold Operations (Cont.)

CORRECTION

pulled in and topped off coolant pressure tested and found no coolant leaks .. started up and performed snap test and had jerrod confirm that no smoke or coolant smell from exhaust .. performed block test and it failed it does have combustion gasses in cooling system .. got approval for dropping oil pan to check for leaking liners .. drained oil and pulled pan and pressure tested cooling system and found no leaks form liners .. got estimate for head gasket replacement.

removed all components to p/s engine that needed removed in order to pull head. inspected the egr cooler and is wet and face plugged on the back side, got quote for new egr cooler. removed top components, engine harness, intake throttle, fuel filter housing etc on the d/s. removed valve cover, removed uvc, removed oil rail, and removed all 6 injectors.

removed pto shaft from dampner and spun engine to tdc 6. removed fan blade and hub. removed rocker arms, removed valve bridges, and removed push tubes.

removed rest of components from head in order to get pulled, pulled head, and removed all components from the head. set on pallet and set up by the service counter to be sent out. inspected liners etc for signs of damage due to the leaking gasket and found no issues.

checked exhaust manifold with straight edge and manifold is warped. got quote for new manifold. cleaned off intake manifold. cleaned off coolant distribution housing. also resealed all 6 injectors.

cleaned deck, installed dowels into deck cleaned out bolt holes and installed the head onto the block. torqued all new bolts to spec per the manual. installed push tubes, installed valve bridges, installed rocker arm assembly, adjusted valve lash, installed injectors, installed oil manifold (with new oring in the head), cleaned uvc and valve cover and installed both onto block. installed egr cooler, installed new coolant lines for the exhaust brake, installed both coolant tubes at front of cooler, and started to install the engine harness on the d/s.

installed fuel filter housing, installed mixer housing, routed engine harness p/s, installed heat shield at egr cooler, installed exhaust brake, installed turbo, installed turbo drian and feed lines, installed interstage cooler, installed alternator bracket, installed alternator, installed idler and tensioner, installed belt, installed pto shaft to front of engine, routed rest of harness to the p/s and ziptied all loose wires.

after pressure testing and filling unit with oil, tried starting unit and battery voltage low. jumpstarted unit and unit had fuel knock. let unit idle for 5 minutes and CEL came active. shut unit off and pulled codes. unit had fault for fuel delivery pressure. hooked up to NED and started unit. watched ICP and injector desired pressure. both were within 20 psi of each other. looked at FDP and it was showing 0 psi the entire time. shut unit off. found the connector and connector plugged in. inspected harness etc and found rubbed wire (it sits down below the cylinder head and down below fuel filter housing, nothing that was touched during repair). fixed wire, plugged sensor in and started unit again. fuel knock gone and code went inactive. steam cleaned engine bay, got unit hot and inspected for leaks. found none. turned in egr cooler and manifold to the parts counter, cleaned up bay, installed d/s and p/s fenders and splash guards, and topped off both the coolant and engine oil.

QTY	ITEM	DESCRIPTION	LIST PRICE	UNIT PRICE	EXTD PRICE
1	10432	[SUBLET]		570.57	570.57
1	COMP	COMPUTER		95.00	95.00
1	100N/1889321C95	HEAD,KIT, CYLINDER HD SEAL, MA	2,062.58	855.50	855.50
2	100D/ZST491330	FITTING 57-79 / 2-1/4X	17.79	15.10	30.20
71	100O/15W40	MOTOR OIL	5.92	4.92	349.32
1	100N/2523522C91	FILTER, ASSY OIL KIT I334	60.06	35.93	35.93
12	100X/ANTIFREEZE	COOLANT, ENGINE	25.50	17.38	208.56
1	100X/6800012	COOLER, EPA 10 MAXXFORCE	4,080.00	2,550.00	2,550.00
1	100X/6800012-CORE	COOLER, EPA 10 MAXXFORCE	1,300.00	1,040.00	1,040.00
1	100N/1817812C1	BOLT M8X16-10.9 HEX FLANGE	10.10	7.59	7.59
2	100N/1817959C1	BOLT M8X40-10.9 HEX FLANGE	5.52	5.18	10.36
1	100N/1817811C1	BOLT M8 X 1.25 60MM HEX FLANGE	6.76	5.18	5.18
1	100N/40050R1	NUT M8 X 1.25 HEX FLG PHC GR10	3.99	3.66	3.66
1	100N/7092501C95	MANIFOLD,KIT, EXHAUST MNFLD FR	4,053.95	1,675.35	1,675.35



O'HALLORAN INTERNATIONAL INC. DBA

TRIVISTA
IOWA

SERVICE INVOICE: RA100003079:01

Sold Operations (Cont.)

QTY	ITEM	DESCRIPTION	LIST PRICE	UNIT PRICE	EXTD PRICE
1	100N/1883076C1	TUBE ASSY EBP SENSOR	99.15	67.81	67.81
1	100N/1889985C1	SPACER EXHAUST MANIFOLD BOLT	28.66	17.83	17.83
1	100N/1881778C2	BOLT M8 X 1.25 W/10MM HEX HEAD	6.90	6.09	6.09
2	100N/1871578C1	NUT M8 X 1.25 X 10	7.36	6.02	12.04
2	100N/1875428C1	STUD M8 X 1.25 W/LKG THRD END	13.65	9.77	19.54
1	100X/MFIT	FITTING / CLAMP	0.08	0.06	0.06
1	100N/1855127C1	RING O SIZE 214	14.60	10.06	10.06
1	100N/1817810C1	BOLT M6 X 1.25 12MM HEX FLANGE	3.88	3.10	3.10
1	100N/1879756C1	RING,SEAL BACKUP RING	11.54	8.70	8.70
2	100N/1879755C1	RING O #112	5.84	5.02	10.04
1	100N/1873906C1	GASKET IRREGULAR MOLDED	63.88	45.57	45.57
1	100N/1884925C1	GASKET INLET DUCT-INTAKE MANIF	39.95	23.66	23.66
1	100N/1893794C1	CLAMP EXHAUST PIPE CLAMP TUR	115.82	68.62	68.62
1	100N/1893799C1	NUT HEX LOCK 1/4-28	35.99	21.32	21.32
1	100N/3869550C1	CLAMP EXHAUST PIPE V-BAND W/Q	105.26	62.35	62.35
1	100N/2506277C1	RING O FUEL LINE FITTING	5.90	5.25	5.25
1	100N/3591093C1	FITTING *90 DEG NG8 VOSS QUICK	25.54	18.30	18.30
1	100N/1817959C1	BOLT M8X40-10.9 HEX FLANGE	5.52	5.18	5.18
1	100N/1841479C1	SEAL COOLANT PORT	82.90	51.90	51.90
2	100N/1844447C1	RING-O #214	36.88	22.57	45.14
1	100N/1842130C3	THERMOSTAT ASSEMBLY	208.85	130.75	130.75
1	100N/299399C1	CLAMP BATT .250 DIA ZNP COATED	3.98	3.18	3.18
1	100N/1893799C1	NUT HEX LOCK 1/4-28	35.99	21.32	21.32
1	100N/1885590C93	TUBE ASSY, TURBO OIL SUPPLY	416.75	238.78	238.78
2	100N/L2643486	HOSE HEATER 3/4 ID	8.45	6.82	13.64
1	100N/299276C91	CLAMP RUBBER CUSHIONED	6.79	5.43	5.43
1	100N/7094298C3	BOLT, M6 X 16 X 28, STUD	25.08	16.48	16.48
1	100N/6083923C1	HOSE RAD OUTLET PREMIUM	91.03	51.46	51.46
1	100N/3615173C1	NUT M10 X 1.50 NYLON INSERT	5.80	4.64	4.64
-1	100X/6800012-CORE	COOLER, EPA 10 MAXXFORCE	1,300.00	1,040.00	-1,040.00
	LABOR A12-1100	CYLINDER HEAD OR REPLACE GASKET, R & R /			
	LABOR A12-1190-6	R&R OIL PAN AND/OR GASKET			
	LABOR T-020	T-020			

Prepay: \$0.00 Parts: \$6,719.89 Labor: \$7,252.90 Misc: \$95.00 Sublet: \$570.57 \$14,638.36

**Sold Operations (Cont.)****JOB #2 12-****COMPLAINT**

RESEAL FRONT HALF OF FRONT COVER

CAUSE**CORRECTION**

removed hood, removed components to the cooling package. removed oil pan, removed pick up tube, removed most of bolts from ladder.

removed ladder, removed pto adapter plate and dampener pulley. pulled off rest of dampener assembly with puller. removed the oil pump assembly and the water pump assembly. removed engine mount bolts and raised engine. removed engine mount bracket and removed all front cover bolts. remove the front cover. once removed cleaned off the mating surfaces on the front cover. cleaned mating surfaces on water pump and oil pump. cleaned pan, ladder, and pick up tube.

cleaned mating areas for the front cover, installed seals and orings onto front half of front cover and installed. torqued all bolts to spec. installed water pump, installed oil pump, installed damper assembly after heating and torqued bolts to spec. installed the damper pulley and the adapter for the pto shaft (torqued to spec). installed front engine mount and lowered engine. tightened down the engine mount to the frame. cleaned bottom of block and reinstalled the stiffener plate to bottom of engine. after installing head will continue assembly for the front cover.

installed cooling package and tightened down all connections etc. installed oil pick up and oil pan. installed a/c lines, vac tested system (vac test passed), and charged a/c system. ziptied all loose hoses and wires. installed engine air filter housing. installed cac hoses d/s and p/s. installed new thermostat. changed oil filter. need to fill engine with oil and coolant, pressure test cooling system, run engine and check for leaks.

got bolt for coolant pipe to front of egr cooler. installed. filled unit with oil then pressure tested the cooling system with just air. heard audible leak. looked around for any leaks and found that the lower radiator elbow was leaking air/coolant. removed elbow and is rubbed through. got new elbow and installed. again pressure tested with air no leaks. filled unit with coolant (used new due to old coolant being dirty) and pressure tested unit at 15 psi for 15 minutes and had no leaks and no loss of pressure. installed the hood and plugged in lights etc. verified lights working. after got unit running well (refer to task 1 for issues starting/running unit) steam cleaned engine bay, got unit hot, and checked for leaks around front cover and oil pan. no leaks found. task completed.

QTY	ITEM	DESCRIPTION	LIST PRICE	UNIT PRICE	EXTD PRICE
1	100N/1842663C93	COVER,KIT FRONT COVER FRONT HL	920.35	452.75	452.75
2	100N/1824752C1	BOLT M8 X 1.25 X 55MM	3.44	2.75	5.50
1	FRT	INBOUND FREIGHT CHARGE FROM TA400000480		143.23	143.23
1	100N/1873599C91	BOLT ASSY M8 X 50MM W/SEAL	10.35	8.41	8.41
1	100N/1833095C93	SEAL,KIT FRONT OIL SEAL 466	124.75	84.55	84.55
1	100N/1880074C1	SEAL,BOLT W/SEAL OIL PUMP HOUS	11.35	8.55	8.55
1	100X/7671	LUBRIPLATE GREASE NO.105 10OZ	23.25	15.86	15.86
28	100N/1842547C1	RETAINER SPACER	6.65	5.64	157.92
1	100O/15W40	MOTOR OIL	5.92	4.92	4.92
1	FRT	INBOUND FREIGHT CHARGE FROM PA100005987		61.00	61.00
	LABOR T-000	T-000			

Prepay: \$0.00 Parts: \$738.46 Labor: \$4,100.00 Misc: \$204.23 Sublet: \$0.00 \$5,042.69

Sold Operations Totals

Prepay: \$0.00 Parts: \$7,458.35 Labor: \$11,352.90 Misc: \$299.23 Sublet: \$570.57 \$19,681.05



A finance charge of 1-1/2% per month (or the maximum amount allowed by law if less) will be applied to all charges not paid within 30 days of invoice date. Purchaser agrees to pay all costs of collection including, but not limited to reasonable attorney fees incurred with the collection of any amounts payable to the seller under any provisions of this agreement.

No return after 15 days, No return credit without copy of original invoice. All returns subject to a 25% restocking fee. No returns on electrical parts, open kits, or special ordered parts. Used Parts sold as is. Cores must be returned within 30 days, fully assembled, in the original box and drained of all fluids to receive credit.

Any warranties on the products sold hereby are those made by manufacture. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the Seller, neither assumes nor authorizes any other person to assume for it any liability in connection with the sales of said products. In no event shall the Seller be liable for loss of profits, "down time" or special, indirect or consequential damages in connect with this invoice or the parts sold there on. TO DETERMINE WARRANTY ELIGIBILITY, CUMMINS DOC, SCR, DPF, ECM and VG TURBOCHARGERS PURCHASED MUST BE DIAGNOSED ON-ENGINE BY AN AUTHORIZED or CERTIFIED CUMMINS REPAIR LOCATION.

Arbitration: Any controversy or claim arising out of or relating to the item/items on this invoice , delimited warranty described in this invoice, or any breach of limited warranty, shall be settled by binding arbitration administered by the American Arbitration Association under its rules related to consumer transactions. This arbitration agreement does not cause waiver or modification of the Trivista Companies , Inc. right to legal proceeding in a court to collect any debts arising from delivery of parts or service to a customer.

	ESTIMATED	BILLED
LABOR		\$11,352.90
PARTS		\$7,458.35
MISC		\$299.23
SUBLET		\$570.57
Prepay		\$0.00
SUBTOTAL		\$19,681.05
SHOP SUPPLIES		\$190.00
MISC SUPPLIES		\$0.00
TAX		\$0.00
TOTAL		\$19,871.05

Please Remit Payment to:
Trivista - Iowa
O'Halloran International, Inc.
PO Box 854323
Minneapolis, MN 55485-4323

X



www.svpa-architects.com
Phone 515.327.5990

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

C-M C-D

20236451 MB
367.4706490

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

February 2, 2024
Project No: 22038.00
Invoice No: 0039291

PAID

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

Professional Services from January 1, 2024 to January 28, 2024

Phase 03 Schematic Design
Fee

Billing Phase	Fee	Percent Complete	Earned
Schematic Design	33,750.00	100.00	33,750.00
Design Development	33,750.00	100.00	33,750.00
Construction Documents	101,250.00	100.00	101,250.00
Bidding/Negotiation	11,250.00	100.00	11,250.00
Construction Administration	45,000.00	98.00	44,100.00
Amendment #1	16,500.00	100.00	16,500.00
Total Fee	241,500.00		240,600.00

Previous Fee Billing 237,300.00
Current Fee Billing 3,300.00

Total Fee 3,300.00

Total this Phase \$3,300.00

Phase 07 Construction Administration

Reimbursable Expenses

Mileage & Parking 40.20
Total Reimbursables 40.20 40.20

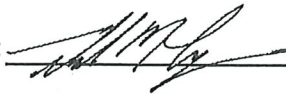
Total this Phase \$40.20

Total this Invoice \$3,340.20

Project	22038.00	GrimesPlex - Grimes, IA	Invoice	0039291
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Billings to Date

	Current	Prior	Total
Fee	3,300.00	237,300.00	240,600.00
Expense	40.20	8,539.52	8,579.72
Unit	0.00	30.52	30.52
Totals	3,340.20	245,870.04	249,210.24

Authorized By:  _____

Thad Long

Reports & Correspondence



JOHNSTON-GRIMES METROPOLITAN FIRE DISTRICT

6373 MERLE HAY RD.
JOHNSTON, IOWA 50131

January 2024 service calls

427 calls across all districts.

Total calls **increased considerably** from December's total (352). Second busiest month ever, 100 calls more than any previous January.

Station 37 (G37) – 96 calls

Station 38 – Grimes district (G38) – 43 Johnston district (J38) – 6989

Station 39 – 174 New NW Area (J37) - 5

20 M/A Given: Ankeny-2, Ganger-5, PH-0, Polk City-2, Saylor Township-7, Urbandale-4,

Mutual Aid Received – 23 agency responses

EMS calls – 77.52% Fire/other calls – 22.48%

6 incidents in Category 1 - 4 structure fires, 1 car fire, 1 grass fire.

1 incident in Category 2 – Excessive heat/scorch burns with no ignition.

293 incidents in Category 3 – Rescue/EMS

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

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

25 Good Intent Calls in Category 6

58 False Alarms in Category 7

Major incidents to report in JGMFD districts or involving JGMFD Units

N/A

Items of interest:

Several broken sprinkler pipes due to unusually cold snap in middle of the month.

RANDY J. RIPPERGER, CAE, ICA
COUNTY ASSESSOR
TELEPHONE (515) 286-3158

OFFICE OF
POLK COUNTY ASSESSOR

ROOM 195, POLK COUNTY ADMINISTRATIVE OFFICE BLDG
111 COURT AVENUE
DES MOINES, IOWA 50309-0904
www.assess.co.polk.ia.us

BRYON TACK, MAI, CAE, ICA
CHIEF DEPUTY
TELEPHONE (515) 286-2013

February 21, 2024

Dear Conference Board Members,

You will find enclosed the Notice of Public Hearing for the consideration of adopting the proposed budget for the Polk County Assessor's Office for fiscal year 2024-2025, along with a copy of the Proposed Budget on file with the Iowa Department of Management.

The public hearing is set for March 18, 2024, at 4:00 pm and will be held in the Polk County Supervisors' meeting room, Polk County Administrative Office Building, 111 Court Ave, Room 120, Des Moines, Iowa 50309.

Enclosed you will also find the minutes from the Conference Board meeting held on February 20, 2024.

If you have any questions regarding any of these documents or our office, please call me at 515-286-3158 or my cell number is 515-777-8391.

Sincerely,



Randy Ripperger
Polk County Assessor



NOTICE OF PUBLIC HEARING

POLK COUNTY CONFERENCE BOARD

Meeting Date: March 18, 2024

Time: 4:00 p.m.

Place: Board of Supervisors' Meeting Room #120
Polk County Administrative Office Bldg.

Public notice is hereby given that the Polk County Conference Board will meet on the date, time, and location specified above for the purpose of holding a Public Hearing for the consideration of adopting the Proposed Budget for the Polk County Assessor's Office for the fiscal year 2024-2025.

No qualified individual with a disability will be excluded on the basis of a disability from participating in this meeting. To receive more information or request an accommodation to participate, please contact Jill Mauro, Polk County Assessor's Office, Room 195, Polk County Office Building, 111 Court Ave., Des Moines, Iowa. Phone (515) 286-2144.

AGENDA

1. Call to order by Angela Connolly, Chairperson of the Conference Board.
2. Roll Call by Clerk Randy Ripperger.

Boards of Education:

Katie Claeys, Ankeny
Stacia Sanny, Bondurant-Farrar
Ryan Carpenter, Dallas Center-Grimes
Teree Caldwell Johnson, Des Moines
Jennifer Chamberland, Johnston
Keith Bormann, North Polk
Julie Jennings, Saydel
Lori Slings, Southeast Polk
Jason Menke, Urbandale
Lila Montoya Starr, West Des Moines
Sam Behrens, Woodward-Granger

Mayors:

Bob Kramme, Alleman
Dean O'Connor, Altoona
Mark Holm, Ankeny
Doug Elrod, Bondurant
Drew Merrifield, Carlisle
John Edwards, Clive
Connie Boesen, Des Moines
Johnny Kaczmarczyk, Elkhart
Tony James, Granger
Scott Mikkelsen, Grimes
Paula Dierenfeld, Johnston
Jessica Trobaugh, Mitchellville
Tom Phillips, Norwalk
Sara Kurovski, Pleasant Hill
Steve Karsjen, Polk City
Jeremy Lindquist, Runnells
Todd Anderson, Sheldahl
Bob Andeweg, Urbandale
Russ Trimble, West Des Moines
Mike Jones, Windsor Heights

Polk County Supervisors:

Robert Brownell
Angela Connolly, Chairperson
Steve Van Oort
Tom Hockensmith
Matt McCoy

3. Action on the minutes of the previous meeting on February 20, 2024.
4. Public Hearing on the Proposed Budget for the Polk County Assessor's Office for the fiscal year July 1, 2024, through June 30, 2025, as approved by the Polk County Conference Board on February 20, 2024.
5. Adoption of Proposed Budget for the Polk County Assessor's Office for the fiscal year July 1, 2024, through June 30, 2025.
6. New business.
7. Adjourn.

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET
Fiscal Year July 1, 2024 - June 30, 2025
Assessing Jurisdiction: POLK COUNTY ASSESSOR

The Conference Board of the above-named Assessing Jurisdiction will conduct a public hearing on the proposed fiscal year budget as follows:
Meeting Date: 3/18/2024 Meeting Time: 04:00 PM Meeting Location: Polk County Administrative Office Building 111 Court Avenue, Room 120 Des Moines, Iowa 50309

At the public hearing any resident or taxpayer may present their objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of receipts and expenditures on file with the Conference Board Clerk. Copies of the Supplemental Budget Detail will be furnished to any taxpayer upon their request.

Contact Name: Randy J. Ripperger Contact Telephone Number: (515) 286-3158

	FYE June 30, 2023 Actual	FYE June 30, 2024 Re- estimated	FYE June 30, 2025 Proposed	Transfers Out	Estimated Ending Fund Balance FY 2025	Estimated Beginning Fund Balance FY 2025	Estimated Other Receipts	Transfers In	Estimated Amount To be Raised By Taxation
1. Assessment Expense	6,686,517	7,560,576	8,512,185		1,521,463	1,707,669	317,852	0	8,008,127
2. FICA				0	0	0	0		0
3. IPERS				0	0	0	0		0
4. Emergency				0	0	0	0		0
5. Unemployment Comp.	0	0	0	0	0	0	0		0
6. Tort Liability	0	0	0	0	0	0	0		0
7. TOTAL	6,686,517	7,560,576	8,512,185	0	1,521,463	1,707,669	317,852	0	8,008,127

Proposed taxation rate per \$1,000 valuation: \$ 0.25772

Virtual Meeting Information:

ADOPTED BUDGET AND CERTIFICATE OF TAXES Fiscal Year July 1, 2024 - June 30, 2025

POLK COUNTY ASSESSOR

File the Adopted Budget Summary, the Supplemental Detail, and Proof of Publication with the County Auditor immediately following the public hearing and by April 30.

County Name: POLK COUNTY County Number: 77 Date Budget Adopted : (entered upon adoption)

ADOPTED BUDGET SUMMARY

FUND (Use Whole Dollars)	FYE June 30, 2023 Actual Expenditures	FYE June 30, 2024 Re-estimated Expenditures	FYE June 30, 2025 Proposed Expenditures	Transfers Out	Estimated Ending Fund Balance FY 2025	Estimated Beginning Fund Balance FY 2025	Estimated Other Receipts	Transfers In	Estimated Amount To by Raised By Taxation
1. Assessment Expense	6,686,517	7,560,576	8,512,185		1,521,463	1,707,669	317,852	0	8,008,127
2. FICA				0	0	0	0		0
3. IPERS				0	0	0	0		0
4. Emergency				0	0	0	0		0
5. Unemployment Comp.	0	0	0	0	0	0	0		0
6. Tort Liability	0	0	0	0	0	0	0		0
7. TOTAL	6,686,517	7,560,576	8,512,185	0	1,521,463	1,707,669	317,852	0	8,008,127

PROPERTY TAX/UTILITY TAX REPLACEMENT EXCISE TAX COMPUTATION

FUND (Use Whole Dollars)	AW Utility Tax Replacement and Property Tax Dollars	BW Taxable Valuation With Gas & Electric	CW Tax Rate	DW Taxable Valuation Without Gas & Electric Utilities	EW Property Taxes Levied	FW Estimated Utility Tax Replacement Excise Taxes
1. Assessment Expense	8,198,288	31,810,519,622	0.25772	31,072,973,349	8,008,127	190,161
2. FICA		31,810,519,622		31,072,973,349	0	0
3. IPERS		31,810,519,622		31,072,973,349	0	0
4. Emergency		31,810,519,622		31,072,973,349	0	0
5. Unemployment Comp.		31,810,519,622		31,072,973,349	0	0
6. Tort Liability		31,810,519,622		31,072,973,349	0	0
7. TOTAL	8,198,288		0.25772		8,008,127	190,161

To the County Auditor and Board of Supervisors of the above-named County, in the State of Iowa: At a lawful meeting of the Conference Board for the Assessing Jurisdiction indicated above, on the date indicated, the budget for fiscal year listed above, was adopted as summarized above. In addition, tax levies were voted on all taxable property of this Assessing Jurisdiction.

(Clerk's Signature of Certification)

(Date)

COUNTY AUDITOR'S CERTIFICATION

By Electronically Certifying, I certify the budget meets all statutory obligations.

(County Auditor's Signature of Certification)

(Date)

ASSESSMENTS - REVENUE

Fiscal Year July 1, 2024 - June 30, 2025

1. ASSESSMENT EXPENSE FUND

RESOURCES:		Actual FYE	Re-Estimated FYE	Budgeted FYE
BEGINNING FUND BALANCE and RECEIPTS		June 30, 2023	June 30, 2024	June 30, 2025
1. ASSESSMENT EXPENSE FUND				
BEGINNING FUND BALANCE:				
Beginning Fund Balance	1	2,490,872	2,439,685	1,707,669
OTHER RECEIPTS (DO NOT Include Credits Against Levied Taxes Here):				
Delinquent Property Taxes	2	-3,183	500	500
Mobile Home Taxes	3	4,239	4,000	4,500
Utility Tax Replacement Excise Taxes	4	161,754	161,667	190,161
Military Service/Mobile Home Replacement	5	990	1,200	0
Commercial and Industrial Replacement and Business Property Tax Replacement	6	225,346	325,929	119,941
Grain Handling	7	0	0	0
Fish and Wildlife	8	7	0	0
Ag Land Credit	9	1,505		
Elderly Disabled Credit	10	2,161		
Family Farm Credit	11	390		
Homestead Credit	12	136,206		
	13			
	14			
Miscellaneous	15	2,613	2,500	2,750
	16			
Other (Itemize):	17			
Delinquent TIF refund	18	47	0	0
	19			
	20			
	21			
	22			
	23			
	24			
	25			
	26			
Subtotal Other Receipts	27	532,075	495,796	317,852
TRANSFERS IN (Itemize):				
FICA	28			
IPERS	29			
	30			
Subtotal Transfers In	31	0	0	0
PROPERTY TAXES LEVIED				
(Includes Credits Against Levied Taxes)	32	6,103,255	6,332,764	8,008,127
TOTAL RESOURCES	33	9,126,202	9,268,245	10,033,648

ASSESSMENTS - EXPENDITURES

Fiscal Year July 1, 2024 - June 30, 2025

1. ASSESSMENT EXPENSE FUND

REQUIREMENTS: EXPENDITURES AND ENDING FUND BALANCE		Actual FYE June 30, 2023	Re-Estimated FYE June 30, 2024	Budgeted FYE June 30, 2025
1. ASSESSMENT EXPENSE FUND				
EXPENDITURES:				
Salaries: Assessor	1	170,389	179,509	186,689
Deputies	2	846,367	984,685	1,047,694
Field Assessors	3	1,238,421	1,288,867	1,404,430
Board of Review	4	124,144	132,451	137,749
Other Personnel	5	1,255,207	1,669,305	1,850,694
FICA -- Employer Share	6	281,687	325,020	351,840
IPERS -- Employer Share	7	337,235	390,238	426,385
Health Insurance -- Employer Share	8	537,648	628,127	662,674
Unemployment/Worker Comp Insurance	9			
Employee Benefits (sick Leave, Dental, Life, Longevity, Annuity)	10	101,350	110,221	114,452
Continuing Education	11	18,833	42,000	44,100
Mileage and Travel	12	41,187	74,997	74,696
Office Supplies	13	21,617	25,000	25,000
Postage	14	118,498	45,000	139,828
Telephone/Cell Phone	15	32,106	51,280	12,400
Official Publication and Legal Notice	16	26,706	34,782	24,220
Dues and Memberships	17	16,160	19,865	20,615
Printing	18	27,585	8,800	28,600
Insurance	19	82,902	69,720	80,981
Office/Computer Equipment Purchase/Lease	20	38,311	67,200	72,100
Equipment Maintenance	21	6,732	12,812	12,812
Software Maintenance	22	361,719	63,735	398,155
Programming/Data Processing	23	318,455	393,209	414,480
Conference Board	24			
Examining Board	25			
Board of Review	26	2,166	5,000	5,000
Professional/Appraisal Services	27	7,368	11,200	11,200
GIS/Mapping Project (Aerial Photography)	28	150,000	350,875	350,875
Appeals and Court	29	286,275	450,000	500,000
Vehicle Maintenance/Repairs	30			
Miscellaneous	31	44,473	48,660	53,640
Early Retirement Insurance	32	22,699	10,018	876
Early Retirement Incentive Pay/Leave Payout	33	170,277	68,000	60,000
Subtotal Expenditures	34	6,686,517	7,560,576	8,512,185
ENDING FUND BALANCE:				
Fund Balance - Reserved	35			
Fund Balance - Unreserved/Designated	36	500,000	500,000	500,000
Fund Balance - Unreserved/Undesignated	37	1,939,685	1,207,669	1,021,463
Total Ending Fund Balance	38	2,439,685	1,707,669	1,521,463
TOTAL REQUIREMENTS	39	9,126,202	9,268,245	10,033,648

MINUTES

POLK COUNTY CONFERENCE BOARD

February 20, 2024

A meeting of the Polk County Conference Board was held February 20, 2024, at 4:00 p.m. in the Board of Supervisors' Meeting Room, Polk County Administrative Office Building, 111 Court Ave, Room 120, Des Moines, IA., for the purpose of considering the approval of the proposed budget for the Polk County Assessor's Office for the fiscal year beginning July 1, 2024, through June 30, 2025.

Chairperson Connolly called the meeting to order at 4:00 p.m. The clerk conducted the roll call and the following members were present:

Boards of Education:

None

Mayors:

Drew Merrifield, Carlisle
John Edwards, Clive
Connie Boesen, Des Moines
Tom Phillips, Norwalk
Sara Kurovski, Pleasant Hill
Bob Andeweg, Urbandale
Mike Jones, Windsor Heights

Supervisors:

Robert Brownell
Angela Connolly, Chairperson
Matt McCoy

After declaring that a quorum was present, Chairperson Connolly called for a motion on the minutes of the previous meeting. Mayor Andeweg made a motion, seconded by Mayor Kurovski, to dispense with the reading of the minutes of March 8, 2023, and approve them as printed. Motion carried 2-0, unanimous vote within each voting unit.

Chairperson Connolly asked Assessor Ripperger to introduce and present highlights on the proposed budget for the Polk County Assessor's Office for the period of July 1, 2024, thru June 30, 2025.

Mayor Edwards made a motion, seconded by Mayor Andeweg, to approve the proposed budget as presented for the Polk County Assessor's Office for the period of July 1, 2024, through June 30, 2025. Motion carried 2-0, unanimous vote within each voting unit.

Mayor Edwards made a motion, seconded by Supervisor Brownell, to authorize the Assessor, on behalf of the Conference Board, to employ special counsel to assist the County Attorney if needed. Motion carried 2-0, unanimous vote within each voting unit.

It was moved by Mayor Edwards and seconded by Mayor Boesen to approve an unreserved/designated fund balance of \$500,000 for the purpose of purchasing assessment software to replace the in-house computer programs in the future. Motion carried 2-0, unanimous vote within each voting unit.

The Chairperson called for a motion for the time and place of the public hearing on the 2024/2025 budget.

It was moved by Mayor Edwards and seconded by Mayor Andeweg to set the time and place for a public hearing on the Polk County Assessor's proposed 2024/2025 budget on March 18, 2024, at 4:00 p.m., meeting to be held in the Board of Supervisors' Meeting Room, Polk County Administrative Office Building, 111 Court Ave, Room 120, Des Moines, IA. Motion carried 2-0, unanimous vote within each voting unit.

Chairperson Connolly asked if there were any appointments that needed to be made by the Conference Board. Assessor Ripperger noted the Board of Review terms of Lora Mitchell, John Mauro, and Everett Sather expired December 31, 2023, and recommended the Conference Board reappoint all three of them.

It was moved by Mayor Edwards and seconded by Mayor Andeweg to reappoint Lora Mitchell, John Mauro, and Everett Sather to the Board of Review for six-year terms commencing January 1, 2024. Motion carried 2-0, unanimous vote within each voting unit.

The Chairperson then asked if there was any new business. There was none.

It was moved by Mayor Edwards and seconded by Mayor Andeweg to adjourn. Motion carried 2-0, unanimous vote within each voting unit.

RESOLUTION 02-2324 APPROVING PAYMENTS FOR PROFESSIONAL SERVICES

Grimes Resolution No. 02-2324

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

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

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

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

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

PASSED and APPROVED on February 27, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: February 27, 2024 **PAYMENT REQUEST #** 16
PAYMENT PERIOD: From: January 1, 2024 Through: February 4, 2024

Contract Summary

Original Contract Amount:	\$	178,900.00	
Net change by Change Orders:	\$	484,145.00	
Contract Amount to Date: (line 1 ± 2)	\$		663,045.00
Total completed and stored to date:	\$	650,620.71	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		650,620.71
Less previous applications for payment:	\$		617,474.53
SUBTOTAL			\$ 33,146.18

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 33,146.18

Balance to finish, including retainage: \$ 12,424.29

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

2-16-24

Date

City of Grimes Staff Approval:

Signature

2-22-24

Date

City of Grimes Council Approval:

Council 2-27-24

Signature

Date

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 24, 2022	\$ 12,171.27
2	June 28, 2022	\$ 26,623.03
3	August 9, 2022	\$ 26,447.25
4	September 13, 2022	\$ 99,482.25
5	November 22, 2022	\$ 79,855.13
6	January 24, 2023	\$ 41,333.65
7	April 11, 2023	\$ 30,093.92
8	May 9, 2023	\$ 22,215.41
9	May 23, 2023	\$ 49,688.87
10	June 13, 2023	\$ 37,747.94
11	August 22, 2023	\$ 61,806.67
12	September 26, 2023	\$ 30,031.77
13	December 12, 2023	\$ 55,582.74
14	December 26, 2023	\$ 20,827.95
15	January 23, 2024	\$ 23,566.68
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **\$ 617,474.53**

Record of Change Orders

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

Contract Time Remaining

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

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

February 12, 2024
Project No: 2202.086
Invoice No: 43850

Project 2202.086 City of Grimes - Grimes Plex
Professional Services from January 1, 2024 through February 4, 2024

Task	102	Topographic Survey				Total this Task	0.00
Task	201	Concept Refinement				Total this Task	0.00
Task	203	SWMP				Total this Task	0.00
Task	205	SWPPP				Total this Task	0.00
Task	230	Estimate Construction Costs					
Professional Personnel							
			Hours	Rate	Amount		
Engineer 2			19.25	106.00	2,040.50		
		Total Labor					2,040.50
						Total this Task	\$2,040.50
Task	235	Lions Park Concept				Total this Task	0.00
Task	236	Signage Graphic					
Professional Personnel							
			Hours	Rate	Amount		
Project Manager 6			6.50	152.00	988.00		
		Total Labor					988.00
						Total this Task	\$988.00
Task	302	Hope Plat 4 CD Rev				Total this Task	0.00
Task	306	Easement Plat Preparation				Total this Task	0.00
Task	401	Site Plan Revisions				Total this Task	0.00
Task	402	Site Plan Revisions - Buildings					

Project	2202.086	City of Grimes - Grimes Plex			Invoice	43850
					Total this Task	0.00
Task	404	Turf Revisions				
					Total this Task	0.00
Task	405	Bullpen and Batting Cage Revisions				
Professional Personnel						
			Hours	Rate	Amount	
	Principal/Senior Engineer		8.00	205.00	1,640.00	
	Engineer 2		113.25	106.00	12,004.50	
	Engineer 8		16.50	179.00	2,953.50	
	Senior Project Manager		13.00	191.00	2,483.00	
Total Labor						19,081.00
					Total this Task	\$19,081.00
Task	501	Project Development and Coordination				
					Total this Task	0.00
Task	503	Color Rendering				
					Total this Task	0.00
Task	504	Project Manual				
					Total this Task	0.00
Task	505	Bidding Services				
					Total this Task	0.00
Task	506	Bid Letting Services				
					Total this Task	0.00
Task	507	Major Addendum				
					Total this Task	0.00
Task	508	Pre-Construction Meetings				
					Total this Task	0.00
Task	601	Construction Staking				
					Total this Task	0.00
Task	603	Construction Administration				
Professional Personnel						
			Hours	Rate	Amount	
	Engineer 8		11.00	179.00	1,969.00	
	Technician 3		.25	84.00	21.00	
	Technician 8		9.50	139.00	1,320.50	
	Senior Project Manager		39.50	191.00	7,544.50	
Total Labor						10,855.00
					Total this Task	\$10,855.00
Task	604	Construction Observation				

Professional Personnel

			Hours	Rate	Amount	
Technician 4			1.50	97.00	145.50	
Total Labor						145.50
				Total this Task		\$145.50
Task	605	Record Drawings				
				Total this Task		0.00
Task	613	Shop Drawing Review				
				Total this Task		0.00
Task	701	Geotechnical Investigation				
				Total this Task		0.00
Task	702	Electrical Design				
				Total this Task		0.00
Task	703	Sub-consultant - IMEG Construction				
				Total this Task		0.00
Task	704	Sub-consultant - Barrel Age Productions				
				Total this Task		0.00
Task	998	Permits & Fees				
				Total this Task		0.00
Task	999	Reimbursable Expenses				
Unit Billing						
1/4/2024	Mileage		54.0 miles @ 0.67		36.18	
Total Units					36.18	36.18
				Total this Task		\$36.18
Billing Limits						
			Current	Prior	To-Date	
Total Billings			33,146.18	617,474.53	650,620.71	
Limit					663,045.00	
Remaining					12,424.29	
				Total this Invoice		<u><u>\$33,146.18</u></u>

Project Manager Keith Weggen

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: CIWW Assistance and ASR System Evaluation
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, Iowa 50325
Finance Budget Code: 600-810-6490 **Finance Project #**
Vendor Project or Invoice #: 2023000795-000 **PO #**
Original Contract Date: June 27, 2023 **Vendor #** 2830

Date of Council Meeting: February 27, 2024 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: November 26, 2023 Through: January 27, 2024

Contract Summary

Original Contract Amount:	\$	50,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	50,000.00	
Total completed and stored to date:	\$	49,500.11	
Retainage: 5 % of Completed Work:			
Total Earned less Retainage:	\$	49,500.11	
Less previous applications for payment:	\$	25,496.36	
SUBTOTAL	\$		24,003.75

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 24,003.75

Balance to finish, including retainage: \$ 499.89

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: McClure Engineering Company
Firm Name

Signature ### Date

Engineer / Consultant Approval: McClure Engineering Company
Firm Name

Signature *Heather Dallen* Date February 15, 2024

City of Grimes Staff Approval: *Matt Ahrens*
Signature Date 2-22-24

City of Grimes Council Approval: Council 2-27-24
Signature Date

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 22, 2023	\$ 14,512.00
2	September 26, 2023	\$ 2,739.36
3	October 24, 2023	\$ 3,712.50
4	November 28, 2023	\$ 708.75
5	December 12, 2023	\$ 3,823.75
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 25,496.36

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	June 27, 2023
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



1360 NW 121st Street
Clive, IA 50325

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

December 31, 2023
Project No: 2023000795-000
Invoice No: 149562
Due Date: January 30, 2024

Project 2023000795-000 City of Grimes - CIWW Assistance

Professional Services from November 26, 2023 to December 30, 2023

Phase 1 CIWW Assistance

	Hours	Rate	Amount	
Engineer IV	7.50	215.00	1,612.50	
Principal	19.00	270.00	5,130.00	
Totals	26.50		6,742.50	
Total Labor				6,742.50
			Total this Phase	\$6,742.50

Phase 2 ASR Evaluation

	Hours	Rate	Amount	
Engineer I	1.50	125.00	187.50	
Engineer IV	9.00	215.00	1,935.00	
Principal	7.50	270.00	2,025.00	
Totals	18.00		4,147.50	
Total Labor				4,147.50
			Total this Phase	\$4,147.50

Phase 3 Project Administration

	Hours	Rate	Amount	
Project Coordinator	1.00	135.00	135.00	
Totals	1.00		135.00	
Total Labor				135.00
			Total this Phase	\$135.00

	Current	Prior	To-Date	
Total Billings	11,025.00	25,496.36	36,521.36	
Contract Limit (not-to-exceed)			50,000.00	
Contract Limit Remaining			13,478.64	
		Total Due this Invoice		\$11,025.00



1360 NW 121st Street
Clive, IA 50325

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

January 27, 2024
Project No: 2023000795-000
Invoice No: 150289
Due Date: February 26, 2024

Project 2023000795-000 City of Grimes - CIWW Assistance

Professional Services from December 31, 2023 to January 27, 2024

Phase 1 CIWW Assistance

	Hours	Rate	Amount	
Engineering Technician I	23.00	115.00	2,645.00	
Engineer IV	14.00	215.00	3,010.00	
Principal	15.00	270.00	4,050.00	
Totals	52.00		9,705.00	
Total Labor				9,705.00
			Total this Phase	\$9,705.00

Phase 2 ASR Evaluation

	Hours	Rate	Amount	
Principal	6.00	270.00	1,620.00	
Totals	6.00		1,620.00	
Total Labor				1,620.00
			Total this Phase	\$1,620.00

Phase 3 Project Administration

	Hours	Rate	Amount	
Engineering Technician II	12.00	135.00	1,620.00	
Project Coordinator	.25	135.00	33.75	
Totals	12.25		1,653.75	
Total Labor				1,653.75
			Total this Phase	\$1,653.75

	Current	Prior	To-Date	
Total Billings	12,978.75	36,521.36	49,500.11	
Contract Limit (not-to-exceed)			50,000.00	
Contract Limit Remaining			499.89	
			Total Due this Invoice	\$12,978.75

Project	2023000795-000	City of Grimes - CIWW Assistance	Invoice	150289
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Outstanding Invoices

Number	Date	Balance
149562	12/31/2023	11,025.00
Total		11,025.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Jordan Well Repairs
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, Iowa 50325
Finance Budget Code: 372-810-6407 **Finance Project #**
Vendor Project or Invoice #: 2022000892-000 **PO #**
Original Contract Date: June 28, 2022 **Vendor #** 2830

Date of Council Meeting: February 27, 2024 **PAYMENT REQUEST #** 15
PAYMENT PERIOD: From: November 26, 2023 Through: January 27, 2024

Contract Summary

Original Contract Amount:	\$	55,000.00	
Net change by Change Orders:	\$	195,000.00	
Contract Amount to Date:	\$	250,000.00	
Total completed and stored to date:	\$	223,577.29	
Retainage: 5 % of Completed Work:			
Total Earned less Retainage:	\$	223,577.29	
Less previous applications for payment:	\$	222,143.23	
SUBTOTAL	\$		1,434.06

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,434.06

Balance to finish, including retainage: \$ 26,422.71

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

###

Date

Engineer / Consultant Approval:

McClure Engineering Co

Firm Name

Signature

February 15, 2024

Date

City of Grimes Staff Approval:

Signature

2-22-24

Date

City of Grimes Council Approval:

Council 2-27-24

Signature

Date

Submit to:

Matt Ahrens, P.E. - City Engineer - Engineering Department

E-mail:

mahrens@grimesiowa.gov

Phone:

(515) 986-4050

Fax:

(515) 986-4480

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 22, 2022	\$ 74,776.08
2	December 27, 2022	\$ 48,883.76
3	January 24, 2023	\$ 32,874.65
4	February 14, 2023	\$ 26,175.79
5	March 28, 2023	\$ 7,096.45
6	April 25, 2023	\$ 15,662.75
7	May 23, 2023	\$ 641.25
8	June 27, 2023	\$ 371.25
9	July 25, 2023	\$ 708.75
10	August 22, 2023	\$ 5,110.68
11	September 26, 2023	\$ 405.00
12	October 24, 2023	\$ 2,025.00
13	December 12, 2023	\$ 7,411.82
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 222,143.23

Record of Change Orders

No.	Date	Amount
1	November 8, 2022	\$ 195,000.00
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2/27/2024		
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TOTAL \$ 195,000.00

Contract Time Remaining

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



1360 NW 121st Street
Clive, IA 50325

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

December 31, 2023
Project No: 2022000892-000
Invoice No: 149563
Due Date: January 30, 2024

Project 2022000892-000 Grimes North Jordan Well Repairs

Professional Services from November 26, 2023 to December 30, 2023

Phase 163 Project Administration

	Hours	Rate	Amount	
Principal	1.00	270.00	270.00	
Project Coordinator	.75	135.00	101.25	
Totals	1.75		371.25	
Total Labor				371.25
Total this Phase				\$371.25

Phase 592 Coordination with Permitting and Insurance Agencies

	Hours	Rate	Amount	
Principal	.50	270.00	135.00	
Totals	.50		135.00	
Total Labor				135.00
Total this Phase				\$135.00

Phase 600 Construction Administration & Observation Services

	Hours	Rate	Amount	
Project Manager I	1.00	185.00	185.00	
Totals	1.00		185.00	
Total Labor				185.00

Mileage (.655/.50 p/mile)				34.06
Total this Phase				\$219.06
Total Due this Invoice				\$725.31



1360 NW 121st Street
Clive, IA 50325

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

January 27, 2024
Project No: 2022000892-000
Invoice No: 150288
Due Date: February 26, 2024

Project 2022000892-000 Grimes North Jordan Well Repairs

Professional Services from December 31, 2023 to January 27, 2024

Phase 163 Project Administration

	Hours	Rate	Amount	
Principal	1.50	270.00	405.00	
Project Coordinator	.25	135.00	33.75	
Totals	1.75		438.75	
Total Labor				438.75
Total this Phase				\$438.75

Phase 592 Coordination with Permitting and Insurance Agencies

	Hours	Rate	Amount	
Principal	1.00	270.00	270.00	
Totals	1.00		270.00	
Total Labor				270.00
Total this Phase				\$270.00
Total Due this Invoice				\$708.75

Outstanding Invoices

Number	Date	Balance
149563	12/31/2023	725.31
Total		725.31

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Phase 1A Water System Improvements
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, Iowa 50325
Fin ## ## 374-810-6407 **Finance Project #**
Vendor Project or Invoice #: 211186-010, -020, -030, -040 **PO #**
Original Contract Date: August 23, 2022 **Vendor #** 2830

Date of Council Meeting: February 27, 2024 **PAYMENT REQUEST #** 17
PAYMENT PERIOD: From: November 26, 2023 Through: January 27, 2024

Contract Summary

Original Contract Amount:	\$	1,168,650.00	
Net change by Change Orders:	\$	461,500.00	
Contract Amount to Date: (line 1 ± 2)	\$	1,630,150.00	
Total completed and stored to date:	\$	909,171.68	
Retainage: 5 % of Completed Work:			
Total Earned less Retainage:	\$	909,171.68	
Less previous applications for payment:	\$	866,622.84	
SUBTOTAL	\$		42,548.84

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 42,548.84

Balance to finish, including retainage: \$ 720,978.32

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:

McClure Engineering Co

Firm Name

Signature

February 15, 2024

Date

City of Grimes Staff Approval:

Signature

2-22-24

Date

City of Grimes Council Approval:

Council 2-27-24

Signature

Date

Submit to:

Matt Ahrens, P.E. - City Engineer - Engineering Department

E-mail:

mahrens@grimesiowa.gov

Phone:

(515) 986-4050

Fax:

(515) 986-4480

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 27, 2022	\$ 9,533.25
2	October 25, 2022	\$ 69,899.99
3	November 22, 2022	\$ 79,736.54
4	December 27, 2022	\$ 42,120.02
5	January 24, 2023	\$ 69,644.61
6	February 14, 2023	\$ 79,545.35
7	March 23, 2023	\$ 80,719.55
8	April 25, 2023	\$ 102,195.11
9	May 23, 2023	\$ 45,750.47
10	June 27, 2023	\$ 76,818.83
11	July 25, 2023	\$ 76,239.09
12	August 22, 2023	\$ 31,601.15
13	September 26, 2023	\$ 32,613.69
14	October 24, 2023	\$ 25,947.21
15	November 28, 2023	\$ 16,792.38
16	December 12, 2023	\$ 27,465.60
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 866,622.84

Record of Change Orders

No.	Date	Amount
1	August 8, 2023	\$ 461,500.00
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12-Dec-23		
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TOTAL \$ 461,500.00

Contract Time Remaining

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



1360 NW 121st Street
Clive, IA 50325

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

December 31, 2023
Project No: 0000211186-040
Invoice No: 149767
Due Date: January 30, 2024

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

Professional Services from November 26, 2023 to December 30, 2023

Phase 303 SRF Loan Administration

	Hours	Rate	Amount	
Project Manager III	.50	230.00	115.00	
Totals	.50		115.00	
Total Labor				115.00
			Total this Phase	\$115.00

Phase 600 Construction Contract Administration

	Hours	Rate	Amount	
Project Manager I	2.00	185.00	370.00	
Engineer I	3.50	125.00	437.50	
Engineer II	.50	155.00	77.50	
Principal	4.00	270.00	1,080.00	
Project Manager III	14.50	230.00	3,335.00	
Totals	24.50		5,300.00	
Total Labor				5,300.00

Consultants

Krishna Engineering Consultants, Inc.			888.34	
Total Consultants			888.34	888.34
			Total this Phase	\$6,188.34

Phase 651 Resident Project Representative

	Hours	Rate	Amount	
Project Manager I	29.00	185.00	5,365.00	
On Site Representative I	41.00	115.00	4,715.00	
Totals	70.00		10,080.00	
Total Labor				10,080.00

Mileage (.655/.50 p/mile)				
				209.63
			Total this Phase	\$10,289.63

Project	0000211186-040	Grimes Phase 1A Ground Storage Reservoir	Invoice	149767
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Phase	851	Project Administration		
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	Hours	Rate	Amount	
Engineer II	2.50	155.00	387.50	
Project Manager III	.50	230.00	115.00	
Project Coordinator	.50	135.00	67.50	
Totals	3.50		570.00	
Total Labor				570.00
		Total this Phase		\$570.00
	Current	Prior	To-Date	
Total Billings	17,162.97	311,583.15	328,746.12	
Contract Limit (not-to-exceed)			613,100.00	
Contract Limit Remaining			284,353.88	
		Total Due this Invoice		\$17,162.97



1360 NW 121st Street
Clive, IA 50325

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

December 31, 2023
Project No: 0000211186-010
Invoice No: 149776
Due Date: January 30, 2024

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

Professional Services from November 26, 2023 to December 30, 2023

Phase 303 SRF Loan Administration

	Hours	Rate	Amount
Project Manager III	1.00	230.00	230.00
Project Coordinator	3.50	135.00	472.50
Totals	4.50		702.50
Total Labor			702.50

	Current	Prior	To-Date
Total Billings	702.50	2,807.50	3,510.00
Contract Limit (not-to-exceed)			30,000.00
Contract Limit Remaining			26,490.00
Total this Phase			\$702.50

Phase 600 Construction Contract Administration

	Hours	Rate	Amount
Engineer I	2.00	125.00	250.00
Principal	2.50	270.00	675.00
Engineering Technician III	1.50	155.00	232.50
Project Manager III	11.00	230.00	2,530.00
Totals	17.00		3,687.50
Total Labor			3,687.50

Reimbursable Expenses

Mileage			43.53
Meals			133.03
Lodging			236.55
Fuel Expenses			35.76
Total Reimbursables			448.87

	Current	Prior	To-Date
Total Billings	4,136.37	21,969.92	26,106.29
Contract Limit (not-to-exceed)			90,000.00
Contract Limit Remaining			63,893.71
Total this Phase			\$4,136.37

Project	0000211186-010	Grimes Phase 1A 19th St Water Main	Invoice	149776
Phase	651	Resident Project Representative		
		Hours	Rate	Amount
Project Manager I		27.00	185.00	4,995.00
On Site Representative I		.50	115.00	57.50
Totals		27.50		5,052.50
Total Labor				5,052.50
Reimbursable Expenses				
Meals				7.05
Total Reimbursables			7.05	7.05
Mileage (.655/.50 p/mile)				119.88
		Current	Prior	To-Date
Total Billings		5,179.43	1,254.48	6,433.91
Contract Limit (not-to-exceed)				20,000.00
Contract Limit Remaining				13,566.09
			Total this Phase	\$5,179.43
Phase	700	Construction Survey		
		Hours	Rate	Amount
Project Manager I		1.00	185.00	185.00
Crew Chief		6.00	135.00	810.00
Crew Member		2.00	95.00	190.00
Totals		9.00		1,185.00
Total Labor				1,185.00
Mileage (.90 p/mile)				72.00
		Current	Prior	To-Date
Total Billings		1,257.00	3,866.85	5,123.85
Contract Limit (not-to-exceed)				15,000.00
Contract Limit Remaining				9,876.15
			Total this Phase	\$1,257.00
Phase	851	Project Administration		
		Hours	Rate	Amount
Project Manager III		2.25	230.00	517.50
Project Coordinator		.75	135.00	101.25
Totals		3.00		618.75
Total Labor				618.75
		Current	Prior	To-Date
Total Billings		618.75	9,668.75	10,287.50
Contract Limit (not-to-exceed)				10,000.00
Amount Adjusted this Period				-287.50
			Total this Phase	\$331.25
			Total Due this Invoice	\$11,606.55



1360 NW 121st Street
Clive, IA 50325

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

December 31, 2023
Project No: 0000211186-030
Invoice No: 149777
Due Date: January 30, 2024

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

Professional Services from November 26, 2023 to December 30, 2023

Phase 600 Construction Contract Administration

	Hours	Rate	Amount	
Project Manager I	8.00	185.00	1,480.00	
Engineer I	.50	125.00	62.50	
Project Manager III	3.50	230.00	805.00	
Totals	12.00		2,347.50	
Total Labor				2,347.50

	Current	Prior	To-Date	
Total Billings	2,347.50	9,729.37	12,076.87	
Contract Limit (not-to-exceed)			75,000.00	
Contract Limit Remaining			62,923.13	
Total this Phase				\$2,347.50

Phase 851 Project Administration

	Hours	Rate	Amount	
Project Manager III	.75	230.00	172.50	
Project Coordinator	.50	135.00	67.50	
Totals	1.25		240.00	
Total Labor				240.00

	Current	Prior	To-Date	
Total Billings	240.00	7,834.95	8,074.95	
Contract Limit (not-to-exceed)			10,000.00	
Contract Limit Remaining			1,925.05	
Total this Phase				\$240.00

Total Due this Invoice \$2,587.50



1360 NW 121st Street
Clive, IA 50325

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

January 31, 2024
Project No: 0000211186-010
Invoice No: 150271
Due Date: March 01, 2024

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

Professional Services from December 31, 2023 to January 27, 2024

Phase 303 SRF Loan Administration

	Hours	Rate	Amount	
Project Manager III	.50	230.00	115.00	
Project Coordinator	.75	135.00	101.25	
Totals	1.25		216.25	
Total Labor				216.25

	Current	Prior	To-Date	
Total Billings	216.25	3,510.00	3,726.25	
Contract Limit (not-to-exceed)			30,000.00	
Contract Limit Remaining			26,273.75	
Total this Phase				\$216.25

Phase 600 Construction Contract Administration

	Hours	Rate	Amount	
Principal	3.00	270.00	810.00	
Project Manager III	.50	230.00	115.00	
Totals	3.50		925.00	
Total Labor				925.00

	Current	Prior	To-Date	
Total Billings	925.00	26,106.29	27,031.29	
Contract Limit (not-to-exceed)			90,000.00	
Contract Limit Remaining			62,968.71	
Total this Phase				\$925.00

Total Due this Invoice \$1,141.25

Outstanding Invoices

Number	Date	Balance
149776	12/31/2023	11,606.55
Total		11,606.55



1360 NW 121st Street
Clive, IA 50325

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

January 31, 2024
Project No: 0000211186-020
Invoice No: 150272
Due Date: March 01, 2024

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

Professional Services from December 31, 2023 to January 27, 2024

Phase 851 Project Administration

	Hours	Rate	Amount	
Principal	1.00	270.00	270.00	
Totals	1.00		270.00	
Total Labor				270.00
	Current	Prior	To-Date	
Total Billings	270.00	7,441.25	7,711.25	
Contract Limit (not-to-exceed)			10,000.00	
Contract Limit Remaining			2,288.75	
		Total this Phase		\$270.00
		Total Due this Invoice		\$270.00



1360 NW 121st Street
Clive, IA 50325

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

January 31, 2024
Project No: 0000211186-030
Invoice No: 150273
Due Date: March 01, 2024

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

Professional Services from December 31, 2023 to January 27, 2024

Phase 303 SRF Loan Administration

	Hours	Rate	Amount
Project Manager III	.50	230.00	115.00
Project Coordinator	.25	135.00	33.75
Totals	.75		148.75
Total Labor			148.75

	Current	Prior	To-Date
Total Billings	148.75	740.00	888.75
Contract Limit (not-to-exceed)			30,000.00
Contract Limit Remaining			29,111.25
Total this Phase			\$148.75

Phase 600 Construction Contract Administration

	Hours	Rate	Amount
Engineer I	6.00	125.00	750.00
Principal	3.50	270.00	945.00
Project Manager III	4.00	230.00	920.00
Totals	13.50		2,615.00
Total Labor			2,615.00

	Current	Prior	To-Date
Total Billings	2,615.00	12,076.87	14,691.87
Contract Limit (not-to-exceed)			75,000.00
Contract Limit Remaining			60,308.13
Total this Phase			\$2,615.00

Total Due this Invoice \$2,763.75

Outstanding Invoices

Number	Date	Balance
149777	12/31/2023	2,587.50
Total		2,587.50



1360 NW 121st Street
Clive, IA 50325

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

January 27, 2024
Project No: 0000211186-040
Invoice No: 150284
Due Date: February 26, 2024

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

Professional Services from December 31, 2023 to January 27, 2024

Phase 303 SRF Loan Administration

	Hours	Rate	Amount	
Project Manager III	1.00	230.00	230.00	
Totals	1.00		230.00	
Total Labor				230.00
Total this Phase				\$230.00

Phase 600 Construction Contract Administration

	Hours	Rate	Amount	
Project Manager I	12.00	185.00	2,220.00	
Engineer I	7.50	125.00	937.50	
Principal	3.00	270.00	810.00	
Project Manager III	6.50	230.00	1,495.00	
Totals	29.00		5,462.50	
Total Labor				5,462.50

Consultants

Krishna Engineering Consultants, Inc.	888.33	
Total Consultants	888.33	888.33

Reimbursable Expenses

Car Rental	135.99	
Total Reimbursables	135.99	135.99

Total this Phase \$6,486.82

Phase 851 Project Administration

	Hours	Rate	Amount	
Engineer II	1.50	155.00	232.50	
Project Coordinator	.50	135.00	67.50	
Totals	2.00		300.00	
Total Labor				300.00
Total this Phase				\$300.00

Project	0000211186-040	Grimes Phase 1A Ground Storage Reservoir		Invoice	150284
		Current	Prior	To-Date	
Total Billings		7,016.82	328,746.12	335,762.94	
Contract Limit (not-to-exceed)				613,100.00	
Contract Limit Remaining				277,337.06	
				Total Due this Invoice	\$7,016.82

Outstanding Invoices

Number	Date	Balance
149767	12/31/2023	17,162.97
Total		17,162.97

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: February 27, 2024 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: 08/27/2023 Through: 02/03/2024

Contract Summary

Original Contract Amount:	\$	84,800.00	
Net change by Change Orders:			
Contract Amount to Date: (line 1 ± 2)	\$	84,800.00	
Total completed and stored to date:	\$	84,800.00	
Retainage: 5 % of Completed Work:			
Total Earned less Retainage:	\$	84,800.00	
Less previous applications for payment:	\$	77,310.00	
SUBTOTAL			\$ 7,490.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 7,490.00

Balance to finish, including retainage: \$ -

Contract Time Remaining (If applicable) - CALENDAR DAYS

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

MSA Professional Services, Inc.

Firm Name

Signature Date

City of Grimes Staff 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	June 13, 2023	\$ 44,690.00
2	July 11, 2023	\$ 7,930.00
3	August 8, 2023	\$ 7,930.00
4	September 12, 2023	\$ 16,760.00
5		
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 77,310.00

Record of Change Orders

No.	Date	Amount
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TOTAL \$ -

Contract Time Remaining

Contract Period: CALENDAR DAYS
Original Contract Date: March 28, 2023
Original Contract Time: _____
Added by Change Order: _____
Contract Time to Date: -
Time Used to Date: _____
Contract Time Remaining: -



Please remit to:
MSA
1230 South Boulevard
Baraboo, WI 53913

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

INVOICE

INTEREST AT THE RATE OF 1.5% PER MONTH ON
UNPAID BALANCE WILL BE ADDED TO YOUR
NEXT STATEMENT. A 3% SERVICE FEE WILL BE
ADDED TO INVOICES PAID BY CREDIT CARD.

Invoice No: 001684
Invoice Date: 2/6/2024
Invoice Terms: Due upon receipt
Project No: R09410017.00
Project Manager: Nichole Sungren
Client Liaison: Nichole Sungren

From August 27, 2023 To February 03, 2024

R09410017.00 Grimes IA SE Little Beaver Dr. and SE 4th thru 6th Sts. Wate

Progress detail

Phase	Fee	Percent complete	Previous billing	Current billing	Remaining contract
Lump Sum	0.00	0.00%	0.00	0.00	0.00
Survey and Mapping	14,500.00	100.00%	14,500.00	0.00	0.00
Preliminary Design	26,800.00	100.00%	26,800.00	0.00	0.00
Final Design	27,200.00	100.00%	25,840.00	1,360.00	0.00
Bidding	5,000.00	100.00%	0.00	5,000.00	0.00
Project Administration	11,300.00	100.00%	10,170.00	1,130.00	0.00
Subtotal	84,800.00		77,310.00	7,490.00	0.00

Invoice subtotal 7,490.00
Total 7,490.00

For ACH notification, remit to:

ach@msa-ps.com
Account Number: 101065930
Routing Number: 075901590
Bank Information: ACH/Wire, Baraboo State Bank, 101 3rd Avenue Baraboo, WI 53913

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: February 27, 2024 **PAYMENT REQUEST #** 12
PAYMENT PERIOD: From: 10/15/2023 Through: 01/20/2024

Contract Summary

Original Contract Amount:	\$	96,000.00	
Net change by Change Orders:	\$	62,280.00	
Contract Amount to Date: (line 1 ± 2)	\$	158,280.00	
Total completed and stored to date:	\$	153,645.20	
Retainage: 5 % of Completed Work:			
Total Earned less Retainage:	\$	153,645.20	
Less previous applications for payment:	\$	139,532.00	
SUBTOTAL			\$ 14,113.20

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 14,113.20

Balance to finish, including retainage: \$ 4,634.80

Contract Time Remaining (If applicable) - CALENDAR DAYS

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

MSA Professional Services, Inc.

Firm Name

Signature Date

City of Grimes Staff 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	November 8, 2022	\$ 59,930.00
2	December 13, 2022	\$ 8,145.00
3	February 14, 2023	\$ 19,340.00
4	March 14, 2023	\$ 3,830.00
5	May 9, 2023	\$ 4,755.00
6	June 13, 2023	\$ 11,397.50
7	July 11, 2023	\$ 3,283.20
8	August 8, 2023	\$ 5,129.20
9	September 12, 2023	\$ 10,205.10
10	October 10, 2023	\$ 7,203.60
11	November 14, 2023	\$ 6,313.40
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 139,532.00

Record of Change Orders

No.	Date	Amount
1	April 25, 2023	\$ 62,280.00
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TOTAL \$ 62,280.00

Contract Time Remaining

Contract Period: CALENDAR DAYS
Original Contract Date: September 13, 2022
Original Contract Time: _____
Added by Change Order: _____
Contract Time to Date: -
Time Used to Date: _____
Contract Time Remaining: -



Please remit to:
MSA
1230 South Boulevard
Baraboo, WI 53913

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

INVOICE

INTEREST AT THE RATE OF 1.5% PER MONTH ON
UNPAID BALANCE WILL BE ADDED TO YOUR
NEXT STATEMENT. A 3% SERVICE FEE WILL BE
ADDED TO INVOICES PAID BY CREDIT CARD.

Invoice No: 001683
Invoice Date: 1/24/2024
Invoice Terms: Due upon receipt
Project No: R09410016.00
Project Manager: Nichole Sungren
Client Liaison: Nichole Sungren

EMAIL INVOICES

From October 15, 2023 To January 20, 2024

R09410016.00 Grimes IA Trail Ridge Reconstruction CRS

Progress detail

Phase	Fee	Percent complete	Previous billing	Current billing	Remaining contract
Lump Sum	0.00	0.00%	0.00	0.00	0.00
Construction	29,810.00	92.00%	20,867.00	6,558.20	2,384.80
Administration Phase					
Construction Staking	30,220.00	100.00%	22,665.00	7,555.00	0.00
Post Construction Phase	2,250.00	0.00%	0.00	0.00	2,250.00
Subtotal	62,280.00		43,532.00	14,113.20	4,634.80

Invoice subtotal 14,113.20
Total 14,113.20

For ACH notification, remit to:

ach@msa-ps.com

Account Number: 101065930

Routing Number: 075901590

Bank Information: ACH/Wire, Baraboo State Bank, 101 3rd Avenue Baraboo, WI 53913

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Streets Master Plan/ Design Guide
Contractor: Snyder & Associates, Inc.
Address: 2727 Snyder Blvd., PO Box 1159, Ankeny Iowa 50023
Finance Budget Code: 110-210-6490 **Finance Project #**
Vendor Project or Invoice #: 122.1143.01 **PO #**
Original Contract Date: August 9, 2022 **Vendor #** 2031

Date of Council Meeting: February 27, 2024 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: November 1, 2023 Through: December 31, 2023

Contract Summary

Original Contract Amount:	\$	60,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	60,000.00	
Total completed and stored to date:	\$	50,998.41	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	50,998.41	
Less previous applications for payment:	\$	41,376.91	
SUBTOTAL	\$		9,621.50

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 9,621.50

Balance to finish, including retainage: \$ 9,001.59

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: Snyder & Associates, Inc.

Signature: Todd Knox Firm Name: _____ Date: 1/29/24

Engineer / Consultant Approval: _____
Firm Name: _____

Signature: _____ Date: _____

City of Grimes Staff Approval: Matt Ahrens Date: 2-22-24
Signature: _____ Date: _____

City of Grimes Council Approval: Council 2-27-24
Signature: _____ Date: _____

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	December 27, 2022	\$ 7,826.88
2	February 28, 2023	\$ 10,404.75
3	March 28, 2023	\$ 10,049.28
4	August 8, 2023	\$ 3,787.50
5	December 12, 2023	\$ 9,308.50
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 41,376.91

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	August 9, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



INVOICE FOR PROFESSIONAL SERVICES

January 31, 2024

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

Invoice No: 122.1143.01 - 6

Vendor number 2031

Email apfaltzgraff@grimesiowa.gov

Project 122.1143.01 Streets Master Plan/Design Guide

Professional Services through December 31, 2023

Basic Services

	Hours	Rate	Amount
Engineer VIII	44.00	181.00	7,964.00
Technician VI	16.25	102.00	1,657.50
Total Services	60.25		9,621.50
Total Services			9,621.50

Billing Limits

	Current	Prior	To-Date
Total Billings	9,621.50	41,376.91	50,998.41
Limit			60,000.00
Remaining			9,001.59

Phase Subtotal \$9,621.50

Amount Due this Invoice \$9,621.50

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Todd Knox

RESOLUTION 02-2424 THE GRIMES CITY COUNCIL ENTERED INTO CONSTRUCTION
CONTRACTS FOR THE CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS;

Grimes Resolution No. 02-2424

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

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

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

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

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

PASSED and APPROVED on February 27, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

NE Beaverbrooke Boulevard & IA 141 Intersection Improvements



Project Title: _____
Contractor: Concrete Technologies, Inc.
Address: 1001 SE 37th Street Grimes, IA 50111
Finance Budget Code: 375-210-6499
Vendor #: 1250
Original Contract Date: September 26, 2023

Date of Council Meeting: February 27, 2024 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: February 1, 2024 Through: February 29, 2024

Contract Summary

Original Contract Amount:	\$	1,348,967.60	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	1,348,967.60	
Total completed and stored to date:	\$	15,459.00	
Retainage: 5 % of Completed Work:	\$	772.95	
Total Earned less Retainage:	\$	14,686.05	
Less previous applications for payment:	\$	-	
SUBTOTAL			\$ 14,686.05
OTHER CHARGES (Attach an itemized list)			\$ -
CURRENT PAYMENT DUE			\$ 14,686.05
Balance to finish, including retainage:	\$	1,334,281.55	

Contract Time Remaining (If applicable) 75.00 CALENDAR DAYS

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

Construction Contractor Approval: Concrete Technologies, Inc.

Signature: [Signature] Date: 2/15/24

Engineer / Consultant Approval: Snyder & Associates, Inc.

Signature: [Signature] Date: 2/15/24

City of Grimes Staff Approval:

Signature: [Signature] Date: 2-22-24

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	VALUE OF STORED MATERIALS REMAINING	TOTAL COMPLETED WORK AND STORED MATERIALS	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK													
2.1	TOPSOIL, ON-SITE	CY	2076		2,076.00	\$ 6.15	\$ 12,767.40		\$ -	\$ -	\$ -	2,076.00	0.00%
2.2	EXCAVATION, CLASS 10	CY	2253		2,253.00	\$ 7.15	\$ 16,108.95		\$ -	\$ -	\$ -	2,253.00	0.00%
2.3	SUBGRADE PREPARATION, 12 INCH	SY	5730		5,730.00	\$ 2.55	\$ 14,611.50		\$ -	\$ -	\$ -	5,730.00	0.00%
2.4	SUBBASE, MODIFIED, 6 INCH	SY	5730		5,730.00	\$ 11.75	\$ 67,327.50		\$ -	\$ -	\$ -	5,730.00	0.00%
2.5	COMPACTION TESTING	LS	1		1.00	\$ 4,100.00	\$ 4,100.00		\$ -	\$ -	\$ -	1.00	0.00%
TRENCH EXCAVATION AND BACKFILL													
3.1	TRENCH COMPACTION TESTING	LS	1		1.00	\$ 3,175.00	\$ 3,175.00		\$ -	\$ -	\$ -	1.00	0.00%
SEWERS AND DRAINS													
4.1	STORM SEWER, TRENCHED, RCP, 18 INCH DIAMETER	LF	20		20.00	\$ 61.25	\$ 1,225.00		\$ -	\$ -	\$ -	20.00	0.00%
4.2	STORM SEWER, TRENCHED, RCP, 24 INCH DIAMETER	LF	225		225.00	\$ 86.75	\$ 19,518.75		\$ -	\$ -	\$ -	225.00	0.00%
4.3	SUBDRAIN, CORRUGATED, PVC, 6 INCH	LF	1452		1,452.00	\$ 18.35	\$ 26,644.20		\$ -	\$ -	\$ -	1,452.00	0.00%
4.4	SUBDRAIN CLEANOUTS	EA	1		1.00	\$ 510.00	\$ 510.00		\$ -	\$ -	\$ -	1.00	0.00%
4.5	SUBDRAIN OUTLET AND CONNECTIONS	EA	7		7.00	\$ 255.00	\$ 1,785.00		\$ -	\$ -	\$ -	7.00	0.00%
4.6	REMOVAL OF STORM SEWER	LF	82		82.00	\$ 15.30	\$ 1,254.60		\$ -	\$ -	\$ -	82.00	0.00%
4.7	PIPE APRON (18"), FOOTING, AND GUARD	EA	1		1.00	\$ 2,550.00	\$ 2,550.00		\$ -	\$ -	\$ -	1.00	0.00%
4.8	PIPE APRON (24"), FOOTING, AND GUARD	EA	4		4.00	\$ 2,650.00	\$ 10,600.00		\$ -	\$ -	\$ -	4.00	0.00%
4.9	REMOVAL OF PIPE APRON, 24 INCH DIAMETER	EA	4		4.00	\$ 102.00	\$ 408.00		\$ -	\$ -	\$ -	4.00	0.00%
STRUCTURES FOR SANITARY AND STORM													
6.1	MANHOLE, SW-401, 48" DIAMETER	EA	1		1.00	\$ 2,855.00	\$ 2,855.00		\$ -	\$ -	\$ -	1.00	0.00%
STREETS AND RELATED WORK													
7.1	PAVEMENT, PCC, 8 INCH	SY	1197		1,197.00	\$ 77.00	\$ 92,169.00		\$ -	\$ -	\$ -	1,197.00	0.00%
7.2	PAVEMENT, PCC, 10 INCH	SY	3607		3,607.00	\$ 98.00	\$ 353,486.00		\$ -	\$ -	\$ -	3,607.00	0.00%
7.3	CURB AND GUTTER, 2.5 FEET, 6 INCH	LF	64		64.00	\$ 41.50	\$ 2,656.00		\$ -	\$ -	\$ -	64.00	0.00%
7.4	CONCRETE MEDIAN	SY	29		29.00	\$ 110.00	\$ 3,190.00		\$ -	\$ -	\$ -	29.00	0.00%
7.5	PCC PAVEMENT SAMPLES AND TESTING	LS	1		1.00	\$ 9,000.00	\$ 9,000.00		\$ -	\$ -	\$ -	1.00	0.00%
7.6	SHOULDER, GRANULAR, 6 INCH	TON	843		843.00	\$ 33.65	\$ 28,366.95		\$ -	\$ -	\$ -	843.00	0.00%
7.7	PAVEMENT REMOVAL	SY	1289		1,289.00	\$ 12.25	\$ 15,790.25		\$ -	\$ -	\$ -	1,289.00	0.00%
7.8	SIDEWALK, PCC, 6 INCH	SY	170		170.00	\$ 81.50	\$ 13,855.00		\$ -	\$ -	\$ -	170.00	0.00%
7.9	DETECTABLE WARNINGS	SF	52		52.00	\$ 50.00	\$ 2,600.00		\$ -	\$ -	\$ -	52.00	0.00%
TRAFFIC CONTROL													
8.1	TRAFFIC SIGNAL	LS	1		1.00	\$ 473,000.00	\$ 473,000.00		\$ -	\$ -	\$ -	1.00	0.00%
8.2	TRAFFIC SIGNAL REMOVAL	LS	1		1.00	\$ 9,450.00	\$ 9,450.00		\$ -	\$ -	\$ -	1.00	0.00%
8.3	PAINTED PAVEMENT MARKINGS, DURABLE	STA	76		76.00	\$ 214.00	\$ 16,264.00		\$ -	\$ -	\$ -	76.00	0.00%
8.4	PAINTED SYMBOLS AND LEGENDS	EA	7		7.00	\$ 224.50	\$ 1,571.50		\$ -	\$ -	\$ -	7.00	0.00%
8.5	PAVEMENT MARKINGS REMOVED	STA	30		30.00	\$ 102.00	\$ 3,060.00		\$ -	\$ -	\$ -	30.00	0.00%
8.6	GROOVES CUT FOR PAVEMENT MARKINGS	STA	76		76.00	\$ 148.00	\$ 11,248.00		\$ -	\$ -	\$ -	76.00	0.00%
8.7	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	7		7.00	\$ 204.00	\$ 1,428.00		\$ -	\$ -	\$ -	7.00	0.00%
8.8	TEMPORARY TRAFFIC CONTROL	LS	1		1.00	\$ 38,000.00	\$ 38,000.00		\$ -	\$ -	\$ -	1.00	0.00%
8.9	TRAFFIC SIGNS	EA	1		1.00	\$ 510.00	\$ 510.00		\$ -	\$ -	\$ -	1.00	0.00%
8.10	REMOVE AND REINSTALL TRAFFIC SIGNS	EA	2		2.00	\$ 306.00	\$ 612.00		\$ -	\$ -	\$ -	2.00	0.00%
SITE WORK AND LANDSCAPING													
9.1	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	3		3.00	\$ 5,610.00	\$ 16,830.00		\$ -	\$ -	\$ -	3.00	0.00%
9.2	SWPPP PREPARATION	LS	1		1.00	\$ 1,530.00	\$ 1,530.00		\$ -	\$ -	\$ -	1.00	0.00%
9.3	SWPPP MANAGEMENT	LS	1		1.00	\$ 2,450.00	\$ 2,450.00		\$ -	\$ -	\$ -	1.00	0.00%
9.4	FILTER SOCK, 9 INCH	LF	1500		1,500.00	\$ 1.85	\$ 2,775.00		\$ -	\$ -	\$ -	1,500.00	0.00%
9.5	FILTER SOCK, REMOVAL	LF	1500		1,500.00	\$ 0.25	\$ 375.00		\$ -	\$ -	\$ -	1,500.00	0.00%
9.6	RIP RAP, CLASS E	TON	20		20.00	\$ 51.00	\$ 1,020.00		\$ -	\$ -	\$ -	20.00	0.00%
9.7	EROSION CONTROL MULCHING, CONVENTIONAL	AC	3		3.00	\$ 1,530.00	\$ 4,590.00		\$ -	\$ -	\$ -	3.00	0.00%
MISCELLANEOUS													
11.1	MOBILIZATION	LS	1		1.00	\$ 55,000.00	\$ 55,000.00	0.28	\$ 15,459.00	\$ -	\$ 15,459.00	0.72	28.11%
11.2	CONCRETE WASHOUT	LS	1		1.00	\$ 2,700.00	\$ 2,700.00		\$ -	\$ -	\$ -	1.00	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 1,348,967.60

\$ 15,459.00

1.15%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ -

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	September 26, 2023
Original Contract Time:	75.00
Added by Change Order:	-
Contract Time to Date:	75.00
Time Used to Date:	
Contract Time Remaining:	75.00

REQUEST FOR PAYMENT

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

Project: S-14121-23
GrimesPlex Buildings

Invoice: 141212306

Draw: 141212306

Invoice date: 1/31/2024

Period ending date: 1/31/2024

Contract date:

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

Architect:
Architect
ArchAddr1
ArchAddr2

Contract For:

Request for payment:

Original contract amount	\$4,538,000.00	
Approved changes	\$220,424.36	
Revised contract amount		\$4,758,424.36
Contract completed to date		\$3,735,411.56
Add-ons to date	\$0.00	
Taxes to date	\$0.00	
Less retainage	\$186,770.63	
Total completed less retainage		\$3,548,640.93
Less previous requests	\$2,703,566.79	
Current request for payment		\$845,074.14
Current billing		\$889,551.76
Current additional charges	\$0.00	
Current tax	\$0.00	
Less current retainage	\$44,477.62	
Current amount due		\$845,074.14
Remaining contract to bill	\$1,209,783.43	

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

CONTRACTOR:

By: [Signature] Date: 1/31/24

State Of Iowa

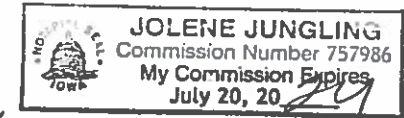
County Of Polk

Subscribed and sworn to before me this 31st day

of January 2024

Notary Public

My commission expires 7.20.24



Architect's Certificate for Payment

In accordance with the contract documents , based on on-site observations and the data comprising this application , the Architect certifies to the Owner that to the best of Architect 's knowledge, information and belief the Work has progressed as 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..... \$ 845,074.14

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

Architect: By: [Signature] Date: 02/07/2024

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	178,487.83	-16,349.00
Total approved this Month	58,285.53	
TOTALS	236,773.36	-16,349.00
NET CHANGES by Change Order	220,424.36	

Finance Budget Code = 367-470-6499

Vendor # = 1334

MSA - 2-22-24

Pay Request No. 7

REQUEST FOR PAYMENT DETAIL

Project: S-14121-23 / GrimesPlex Buildings

Invoice: 141212306

Draw: 141212306

Period Ending Date: 1/31/2024 Detail Page 2 of 5 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
1	General Conditions/Manageme	226,900.00	136,140.00	40,842.00		176,982.00	78.00	49,918.00	8,849.11
2	Footings N & S Concession	218,800.00	218,800.00			218,800.00	100.00		10,940.00
3	Footings Maintenance Building	70,477.00	70,477.00			70,477.00	100.00		3,523.85
4	Footings N & S Trash Enclosur	28,700.00	28,700.00			28,700.00	100.00		1,435.00
5	Slab on Grade N & S Concessi	33,500.00	33,500.00			33,500.00	100.00		1,675.00
6	Slab on Grade Maintenance	28,500.00	28,500.00			28,500.00	100.00		1,425.00
7	PCC Shared Use Path	106,200.00		26,550.00		26,550.00	25.00	79,650.00	1,327.50
8	Masonry Concession Labor	290,000.00	246,500.00	43,500.00		290,000.00	100.00		14,500.00
9	Masonry Concession Material	219,200.00	219,200.00			219,200.00	100.00		10,960.00
10	Masonry Maintenance Labor	86,000.00	86,000.00			86,000.00	100.00		4,300.00
11	Masonry Maintenance Material	79,500.00	79,500.00			79,500.00	100.00		3,975.00
12	Masonry Trash Encl/Monument	18,220.00	11,843.00	6,377.00		18,220.00	100.00		911.00
13	Masonry Trash Encl/Monument	29,000.00	29,000.00			29,000.00	100.00		1,450.00
14	Masonry Cast Stone	32,000.00	32,000.00			32,000.00	100.00		1,600.00
15	Masonry Reinforcing Materials	12,125.00	12,125.00			12,125.00	100.00		606.25
16	Structural Steel Materials	76,000.00	76,000.00			76,000.00	100.00		3,800.00
17	Structural Steel Labor	8,000.00	8,000.00			8,000.00	100.00		400.00
18	Wood Framing Materials	94,996.00	94,996.00			94,996.00	100.00		4,749.80
19	Wood Framing Labor	26,300.00	26,300.00			26,300.00	100.00		1,315.00
20	Trex Composite Material/Labor	7,100.00						7,100.00	
21	Glue Laminated Beam Material	106,413.00	106,413.00			106,413.00	100.00		5,320.66
22	Glue Laminated Beam Labor	14,100.00	14,100.00			14,100.00	100.00		705.00
23	CLT Decking Materials	138,000.00	138,000.00			138,000.00	100.00		6,900.00
24	CLT Decking Labor	18,000.00	18,000.00			18,000.00	100.00		900.00
25	Architectural Millwork Mat'l's	47,045.00						47,045.00	
26	Architectural Millwork Labor	19,500.00						19,500.00	
27	Air Barrier/Joint Sealant Labr	45,175.00	45,175.00			45,175.00	100.00		2,258.75
28	Air Barrier/Joint Sealant Matl	26,255.00	26,255.00			26,255.00	100.00		1,312.75
29	Standing Seam Roof Materials	43,602.00	43,602.00			43,602.00	100.00		2,180.10
30	Standing Seam Roof Labor	49,731.00	47,244.45	2,486.55		49,731.00	100.00		2,486.55

REQUEST FOR PAYMENT DETAIL

Project: S-14121-23 / GrimesPlex Buildings

Invoice: 141212306

Draw: 141212306

Period Ending Date: 1/31/2024 Detail Page 3 of 5 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
31	Metal Soffit Panel Materials	4,596.00						4,596.00	
32	Metal Soffit Panel Labor	7,972.00						7,972.00	
33	Sheet Metal Flashing Materials	19,100.00	3,820.00	15,280.00		19,100.00	100.00		955.00
34	Sheet Metal Flashing Labor	11,397.00	2,507.34	8,889.66		11,397.00	100.00		569.85
35	Membrane Roofing Materials	63,650.00	63,650.00			63,650.00	100.00		3,182.50
36	Membrane Roofing Labor	26,806.00	26,806.00			26,806.00	100.00		1,340.30
37	Hollow Metal Doors/Frame Mat	31,665.00	23,748.75	7,916.25		31,665.00	100.00		1,583.24
38	Hollow Metal Doors/Frame Lab	6,580.00	4,935.00			4,935.00	75.00	1,645.00	246.75
39	Sectional Door Materials	11,300.00						11,300.00	
40	Sectional Door Labor	4,400.00						4,400.00	
41	Door Hardware Materials	24,155.00		24,155.00		24,155.00	100.00		1,207.75
42	Door Hardware Labor	4,000.00		2,000.00		2,000.00	50.00	2,000.00	100.00
43	Aluminum Window Materials	14,165.00		14,165.00		14,165.00	100.00		708.25
44	Aluminum Window Labor	3,718.00		3,718.00		3,718.00	100.00		185.90
45	Glazing Materials	27,308.00		27,308.00		27,308.00	100.00		1,365.40
46	Glazing Labor	6,507.00		6,507.00		6,507.00	100.00		325.35
47	Framing & Drywall Materials	26,200.00		22,270.00		22,270.00	85.00	3,930.00	1,113.50
48	Framing & Drywall Labor	19,656.00		16,707.60		16,707.60	85.00	2,948.40	835.38
49	Nichiha Siding Materials	56,827.00		56,827.00		56,827.00	100.00		2,841.35
50	Nichiha Siding Labor	27,990.00						27,990.00	
51	ACT Materials	8,525.00						8,525.00	
52	ACT Labor	10,803.00						10,803.00	
53	Ceramic Tile Materials	12,937.00		6,468.50		6,468.50	50.00	6,468.50	323.43
54	Ceramic Tile Labor	17,243.00		8,621.50		8,621.50	50.00	8,621.50	431.08
55	Resilient Flooring Materials	7,306.00						7,306.00	
56	Resilient Flooring Labor	3,738.00						3,738.00	
57	Quartz Flooring	33,953.00						33,953.00	
58	Sealed/Densified Concrete	5,460.00						5,460.00	
59	Paint Labor	27,367.00						27,367.00	
60	Paint Materials	4,828.00						4,828.00	

REQUEST FOR PAYMENT DETAIL

Project: S-14121-23 / GrimesPlex Buildings

Invoice: 141212306

Draw: 141212306

Period Ending Date: 1/31/2024 Detail Page 4 of 5 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
61	Wood Staining Labor	15,071.00						15,071.00	
62	Wood Staining Materials	2,659.00						2,659.00	
63	Handicap Signage	1,770.00						1,770.00	
64	Toilet Accessories Labor	8,840.00						8,840.00	
65	Toilet Accessories Materials	34,300.00						34,300.00	
66	Plumbing Hangers & Supports	32,000.00	24,000.00	8,000.00		32,000.00	100.00		1,600.00
67	Plumbing Systems/Valves/Equi	226,000.00	146,900.00	79,100.00		226,000.00	100.00		11,300.00
68	Plumbing Insulation & Fixtures	123,500.00	27,170.00	59,280.00		86,450.00	70.00	37,050.00	4,322.50
69	Plumbing Specialties & Gas	106,000.00	27,560.00	25,440.00		53,000.00	50.00	53,000.00	2,650.00
70	HVAC Materials	161,982.00	84,230.64	45,354.96		129,585.60	80.00	32,396.40	6,479.28
71	HVAC Labor	61,328.00	24,531.20	24,531.20		49,062.40	80.00	12,265.60	2,453.12
72	Electrical Distribution Labor	81,128.00	56,789.60	16,225.60		73,015.20	90.00	8,112.80	3,650.76
73	Electrical Distribution Mat'ls	61,105.00	45,828.75	9,165.75		54,994.50	90.00	6,110.50	2,749.73
74	Lighting & Controls Labor	72,474.00	10,871.10	18,118.50		28,989.60	40.00	43,484.40	1,449.49
75	Lighting & Controls Materials	162,054.00	16,205.40	48,616.20		64,821.60	40.00	97,232.40	3,241.08
76	Access Control/Video Surv Mat	170,906.00		111,088.90		111,088.90	65.00	59,817.10	5,554.45
77	Access Control/Video Surv Lat	93,335.00		23,333.75		23,333.75	25.00	70,001.25	1,166.69
78	Earthwork	35,150.00	29,877.50			29,877.50	85.00	5,272.50	1,493.88
79	Site Utilities	34,923.00	34,923.00			34,923.00	100.00		1,746.15
80	Chain Link Fencing Labor	17,800.00						17,800.00	
81	Chain Link Fencing Mat'ls	7,188.00						7,188.00	
82	Decorative Fencing Labor	7,844.00						7,844.00	
83	Decorative Fencing Materials	3,100.00						3,100.00	
84	Landscaping	22,152.00						22,152.00	
85	General Liability Insurance	39,000.00	23,400.00	7,020.00		30,420.00	78.00	8,580.00	1,521.00
86	Performance & Payment Bond	45,380.00	45,380.00			45,380.00	100.00		2,269.00
87	Contractor's Fee	181,520.00	108,912.00	32,673.60		141,585.60	78.00	39,934.40	7,079.28
88	Change Order 01	140,169.00	119,143.65	21,025.35		140,169.00	100.00		7,008.45
89	Change Order 02	7,340.83	3,670.42	3,670.41		7,340.83	100.00		367.04
90	Change Order 03	14,629.00	14,629.00			14,629.00	100.00		731.45

REQUEST FOR PAYMENT DETAIL

Project: S-14121-23 / GrimesPlex Buildings

Invoice: 141212306

Draw: 141212306

Period Ending Date: 1/31/2024 Detail Page 5 of 5 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
91	Change Order 04	8,319.53		3,826.98		3,826.98	46.00	4,492.55	191.35
92	Change Order 05	49,966.00		12,491.50		12,491.50	25.00	37,474.50	624.58

Totals		4,758,424.36	2,845,859.80	889,551.76		3,735,411.56	78.50	1,023,012.80	186,770.63
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APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: February 27, 2024 **PAYMENT REQUEST #** 16
PAYMENT PERIOD: From: January 29, 2023 Through: February 7, 2024

Contract Summary

Original Contract Amount:	\$	8,235,801.00	
Net change by Change Orders:	\$	62,238.00	
Contract Amount to Date: (line 1 ± 2)	\$	8,298,039.00	
Total completed and stored to date:	\$	8,365,754.00	
Retainage: 5 % of Completed Work:	\$	418,287.70	
Total Earned less Retainage:	\$	7,947,466.30	
Less previous applications for payment:	\$	7,869,065.65	
SUBTOTAL	\$		78,400.65
OTHER CHARGES (Attach an itemized list)	\$		-
CURRENT PAYMENT DUE	\$		78,400.65
Balance to finish, including retainage:	\$	350,572.70	
Contract Time Remaining (If applicable)	-	Working Days	

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

Construction Contractor Approval: Rognes Corporation
Firm Name
Signature: Date: 2/8/24

Engineer / Consultant Approval: Veenstra & Kimm, Inc.
Firm Name
Signature: Date: 2-9-2024

City of Grimes Staff Approval:
Signature: Date: 2-22-24

City of Grimes Council Approval: Council 2-27-24
Signature: Date:

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

Date Printed: 2/7/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

[illegible]

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 8,298,039.00

\$ 8,365,754.00

100.82%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 12, 2022	\$ 308,750.00
2	September 13, 2022	\$ 248,097.25
3	October 11, 2022	\$1,374,592.05
4	November 8, 2022	\$2,490,201.31
5	December 13, 2022	\$2,180,893.53
6	January 10, 2023	\$ 152,903.81
7	February 14, 2023	\$ 42,540.05
8	March 14, 2023	\$ 139,820.05
9	July 11, 2023	\$ 256,820.91
10	August 8, 2023	\$ 126,009.14
11	September 12, 2023	\$ 218,042.25
12	October 10, 2023	\$ 110,381.11
13	November 14, 2023	\$ 93,682.84
14	December 12, 2023	\$ 97,031.90
15	January 9, 2024	\$ 29,299.45
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Previous Applications for Payment

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TOTAL \$ 7,869,065.65

Record of Change Orders

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

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	March 8, 2022
Original Contract Time:	511.00
Added by Change Order:	108.00
Contract Time to Date:	619.00
Time Used to Date:	661.00
Contract Time Remaining:	

**CITY OF
GRIMES**
CITY COUNCIL COMMUNICATION
Meeting Date: 2/27/2024

AGENDA ITEM:

BACKGROUND:

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: ____ YES ____ NO

*High-Performing Organization/Exception Professional Services ____

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by:

Return to:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE/SW 19th Street Sanitary Sewer Extension
Contractor: S.M. Hentges & Sons, Inc.
Address: 650 Quaker Avenue, Jordan, MN 55352
Finance Budget Code: 331-815-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: September 26, 2023 **Vendor #** 4294

Date of Council Meeting: February 27, 2024 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: December 14, 2023 Through: January 31, 2024

Contract Summary

Original Contract Amount:	\$	1,850,000.00	
Net change by Change Orders:	\$	47,730.88	
Contract Amount to Date: (line 1 ± 2)	\$	1,897,730.88	
Total completed and stored to date:	\$	123,419.50	
Retainage: 5 % of Completed Work:	\$	6,170.98	
Total Earned less Retainage:	\$	117,248.52	
Less previous applications for payment:	\$	-	
SUBTOTAL	\$	117,248.52	
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	117,248.52	
Balance to finish, including retainage:	\$	1,780,482.36	

Contract Time Remaining (If applicable) 117.00 WORKING DAYS

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

Construction Contractor Approval: S.M. Hentges & Sons, Inc.
Firm Name
Signature
Date 02/06/2024

Engineer / Consultant Approval:
Firm Name
Signature
Date

City of Grimes Staff Approval:
Signature
Date 02-06-24

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	SUDAS ITEM CODE	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	VALUE OF STORED MATERIALS REMAINING	TOTAL COMPLETED WORK AND STORED MATERIALS	REMAINING QUANTITY	PERCENT COMPLETE
1	2.1	CLEARING & GRUBBING	LS	1.00		1.00	\$15,000.00	\$ 15,000.00	-	\$ -	\$ -	\$ -	1.00	0.00%
2	2.2	SUBGRADE PREPARATION, 12 IN.	SY	74.00		74.00	\$ 20.00	\$ 1,480.00	-	\$ -	\$ -	\$ -	74.00	0.00%
3	2.3	MODIFIED SUBBASE, 6IN.	CY	13.00		13.00	\$ 150.00	\$ 1,950.00	-	\$ -	\$ -	\$ -	13.00	0.00%
4	4.1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 18 IN.	LF	5,099.00		5,099.00	\$ 210.00	\$ 1,070,790.00	-	\$ -	\$ -	\$ -	5,099.00	0.00%
5	4.2	SANITARY SEWER GRAVITY MAIN WITH CASING PIPE, TRENCHLESS, PVC, 8 IN.	LF	103.00	17.00	120.00	\$ 775.00	\$ 93,000.00	-	\$ -	\$ -	\$ -	120.00	0.00%
6	4.3	SANITARY SEWER GRAVITY MAIN WITH CASING PIPE, TRENCHLESS, PVC, 18 IN.	LF	250.00	(135.00)	115.00	\$ 865.00	\$ 99,475.00	115.00	\$ 99,475.00	\$ -	\$ 99,475.00	-	100.00%
7	6.1	MANHOLE, SANITARY SEWER, SW-301, 60 IN.	EA	15.00		15.00	\$16,500.00	\$ 247,500.00	-	\$ -	\$ -	\$ -	15.00	0.00%
8	6.2	CONNECTION TO EXISTING SANITARY MANHOLE	EA	1.00		1.00	\$10,000.00	\$ 10,000.00	-	\$ -	\$ -	\$ -	1.00	0.00%
9	7.1	PAVEMENT, PCC, CLASS C, 7IN.	SY	74.00		74.00	\$ 105.00	\$ 7,770.00	-	\$ -	\$ -	\$ -	74.00	0.00%
10	7.2	CURB AND GUTTER, 2.5 FT. PCC, CLASS C, 7 IN.	LF	103.00		103.00	\$ 45.00	\$ 4,635.00	-	\$ -	\$ -	\$ -	103.00	0.00%
11	7.3	PAVEMENT REMOVAL, 7 IN. PCC	SY	74.00		74.00	\$ 20.00	\$ 1,480.00	-	\$ -	\$ -	\$ -	74.00	0.00%
12	7.4	CURB AND GUTTER REMOVAL	LF	103.00		103.00	\$ 10.00	\$ 1,030.00	-	\$ -	\$ -	\$ -	103.00	0.00%
13	8.1	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$ 5,000.00	\$ 5,000.00	0.25	\$ 1,250.00	\$ -	\$ 1,250.00	0.75	25.00%
14	9.1	CONVENTIONAL SEEDING, FERTILIZING & MULCHING TYPE 2 (PERMANENT COOL SEASON MIXTURE)	ACRE	13.60		13.60	\$ 1,800.00	\$ 24,480.00	-	\$ -	\$ -	\$ -	13.60	0.00%
15	9.2	STORMWATER POLLUTION PREVENTION PLAN (SWPPP) MANAGEMENT	LS	1.00		1.00	\$ 4,500.00	\$ 4,500.00	0.25	\$ 1,125.00	\$ -	\$ 1,125.00	0.75	25.00%
16	9.3	FILTER SOCK, 12 IN., INSTALLATION	LF	500.00		500.00	\$ 2.00	\$ 1,000.00	175.00	\$ 350.00	\$ -	\$ 350.00	325.00	35.00%
17	9.4	FILTER SOCK, 12 IN., REMOVAL	LF	500.00		500.00	\$ 0.25	\$ 125.00	-	\$ -	\$ -	\$ -	500.00	0.00%
18	9.5	SILT FENCE, INSTALLATION	LF	5,395.00		5,395.00	\$ 2.00	\$ 10,790.00	-	\$ -	\$ -	\$ -	5,395.00	0.00%
19	9.6	SILT FENCE, REMOVAL OF SEDIMENT	LF	5,395.00		5,395.00	\$ 0.40	\$ 2,158.00	-	\$ -	\$ -	\$ -	5,395.00	0.00%
20	9.7	SILT FENCE, REMOVAL OF DEVICE	LF	5,395.00		5,395.00	\$ 0.20	\$ 1,079.00	-	\$ -	\$ -	\$ -	5,395.00	0.00%
21	9.8	EROSION CONTROL, MULCHING, HYDROMULCHING	ACRE	13.60		13.60	\$ 2,000.00	\$ 27,200.00	-	\$ -	\$ -	\$ -	13.60	0.00%
22	9.9	REMOVAL AND REINSTALLATION OF EXISTING FIELD FENCE	LF	1,554.00		1,554.00	\$ 20.00	\$ 31,080.00	-	\$ -	\$ -	\$ -	1,554.00	0.00%
23	11.1	MOBILIZATION	LS	1.00		1.00	\$84,878.00	\$ 84,878.00	0.25	\$ 21,219.50	\$ -	\$ 21,219.50	0.75	25.00%
Change Order Item														
CO1.1		SAN. SEWER WITH CASING PIPE IN RAILROAD ROW, TRENCHLESS, PVC, 18 IN.	LF		135.00	135.00	\$ 1,046.68	\$ 141,301.80	-	\$ -	\$ -	\$ -	135.00	0.00%
CO1.2		SANITARY SEWER SERVICE (NO STUB) WYE & CAP, PVC 6-IN.	EA		1.00	1.00	\$ 3,301.86	\$ 3,301.86	-	\$ -	\$ -	\$ -	1.00	0.00%
CO1.3		MANHOLE, SANITARY SEWER, SW-301, 60-INCH, DROP CONNECTION (MOD)	EA		1.00	1.00	\$ 6,727.22	\$ 6,727.22	-	\$ -	\$ -	\$ -	1.00	0.00%
						-	\$ -	\$ -		\$ -	\$ -	\$ -	-	0.00%
						-	\$ -	\$ -		\$ -	\$ -	\$ -	-	0.00%
						-	\$ -	\$ -		\$ -	\$ -	\$ -	-	0.00%
						-	\$ -	\$ -		\$ -	\$ -	\$ -	-	0.00%
						-	\$ -	\$ -		\$ -	\$ -	\$ -	-	0.00%
						-	\$ -	\$ -		\$ -	\$ -	\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 1,897,730.88\$ 123,419.506.50%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
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Previous Applications for Payment

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TOTAL \$ -

Record of Change Orders

No.	Date	Amount
1	January 23, 2024	\$ 47,730.88
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TOTAL \$ 47,730.88

Contract Time Remaining

Contract Period:	WORKING DAYS
Original Contract Date:	September 26, 2023
Original Contract Time:	150.00
Added by Change Order:	
Contract Time to Date:	150.00
Time Used to Date:	33.00
Contract Time Remaining:	<u>117.00</u>

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

TO: Weitz Company
(Owner) 5901 Thornton
Des Moines IA 50321

PROJECT: Grimes Public Library
101 NE Harvey St
Grimes IA 50111

APPLICATION NO.: 7

PERIOD TO: 2/29/2024

FROM: Ideal Floors, Inc.
(Contractor) 2216 George Flagg Parkway
Des Moines, IA 50321

VIA: Contractor
ARCHITECT

PROJECT NO.:

CONTRACT FOR: Flooring covering materials and installation

Contract Date: 12/17/2021

CONTRACTOR'S APPLICATION FOR PAYMENT

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

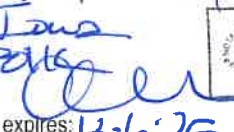
Continuation Sheet, AIA Document G703, is attached.

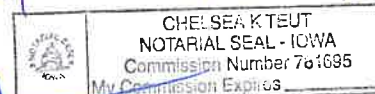
1. ORIGINAL CONTRACT SUM	\$109,575.00
2. Net change by Change Orders	\$4,300.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$113,875.00
4. TOTAL COMPLETED & STORED TO DATE	\$113,875.00
(Column G on G703)	
5. RETAINAGE:	
a. 5 % of Completed Work	\$5,693.75
(Column D + E on G703)	
b. 5 % of Stored Material	
(Column F on G703)	
Total Retainage (Line 5a + 5b or	\$5,693.75
Total of Column I of G703	
6. TOTAL EARNED LESS RETAINAGE	\$108,181.25
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT (Line 6 from prior Certificate)	\$106,186.25
8. CURRENT PAYMENT DUE	\$1,995.00
9. BALANCE TO FINISH, PLUS RETAINAGE	\$5,693.75
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY			
Approved this Month			
Number	Date Approved		
1	Alt. 4&6 10/14/22	\$2,200.00	\$0.00
2		\$2,100.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
TOTALS		\$4,300.00	\$0.00
Net change by Change Orders		\$4,300.00	

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:

By:  Date: 2-14-24
State Of Iowa
County Of Polk
Notary Public: 
My Commission expires: 12-6-25



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

CONSTRUCTION MANAGER

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

**CITY OF
GRIMES**
CITY COUNCIL COMMUNICATION
Meeting Date: 2/27/2024

AGENDA ITEM:

BACKGROUND:

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: ____ YES ____ NO

*High-Performing Organization/Exception Professional Services ____

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by:

Return to:

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: Weitz Company
(Owner) 5901 Thornton
Des Moines IA 50321

PROJECT: Grimes Public Library
101 NE Harvey St
Grimes IA 50111

APPLICATION NO.: 8 FINAL

PERIOD TO: 2/29/2024

FROM: Ideal Floors, Inc.
(Contractor) 2216 George Flagg Parkway
Des Moines, IA 50321

VIA: Contractor
ARCHITECT

PROJECT NO.: [REDACTED]

CONTRACT FOR: Flooring covering materials and installation

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 Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$109,575.00
2. Net change by Change Orders	\$4,300.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$113,875.00
4. TOTAL COMPLETED & STORED TO DATE	\$113,875.00
(Column G on G703)	
5. RETAINAGE:	
a. 5% of Completed Work	\$5,693.75
(Column D + E on G703)	
b. 5% of Stored Material	
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total of Column I of G703)	\$5,693.75
6. TOTAL EARNED LESS RETAINAGE	\$108,181.25
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$108,181.25
8. CURRENT PAYMENT DUE	\$5,693.75
9. BALANCE TO FINISH, PLUS RETAINAGE	\$0.00
(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: 

By: _____ Date: 2-19-24

State Of Iowa
County Of Polk

Notary Public: 

My Commission expires: _____



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

CONSTRUCTION MANAGER
By: _____ Date: _____

ARCHITECT:
By: _____ Date: _____

CHANGE ORDER SUMMARY			
Approved this Month			
Number	Date Approved		
1	Alt. 4&6 10/14/22	\$2,200.00	\$0.00
2		\$2,100.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
TOTALS		\$4,300.00	\$0.00
Net change by Change Orders		\$4,300.00	

PAYMENT APPLICATION

TO: The Weitz Company, LLC
611 5th Ave.
Des Moines IA 50309

PROJECT NAME AND LOCATION: Grimes Public Library
200 NE Beaverbrooke Blvd
Grimes IA 50111

APPLICATION # 7

Distribution to:

PERIOD THRU: 02/29/2024

___ OWNER

Owner Project #:

___ ARCHITECT

DATE OF CONTRACT: 12/6/2021

___ CONTRACTOR

FROM: Nehring Construction, Inc.
4300 NE 14th Street
Des Moines IA 50313

ARCHITECT: Invision
303 Watson Powell Jr Way
Des Moines IA 50309

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached

1. CONTRACT AMOUNT	235,622.00
2. SUM OF ALL CHANGE ORDERS	5,872.00
3. CURRENT CONTRACT AMOUNT (Line 1 + 2)	241,494.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	241,494.00
5. RETAINAGE:	
A. 5% Of Completed Work (Columns D+ E on Continuation Page)	0.00
B. 5% of Material Stored (Column F on Continuation Page)	0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	0.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE: (Line 4 minus Line 5 Total)	241,494.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT:	229,419.30
8. CURRENT PAYMENT DUE:	12,074.70
9. BALANCE TO FINISH: Line 3 - Line 6	0.00

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	5872.00	0.00
Total approved this month	0.00	0.00
TOTALS	5872.00	0.00
NET CHANGES	5,872.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Nehring Construction, Inc.

By:

Date:

State of:

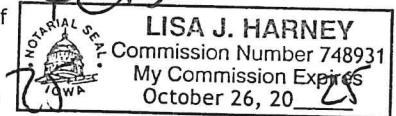
County of:

Subscribed and sworn to before me this

day of

Notary Public:

My Commission Expires:



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT: 12,074.70

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that changed to match the certified amount.)

ARCHITECT: Invision

By:

Date:

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

PAYMENT APPLICATION DETAILS

Customer: The Weitz Company, LLC

Application Number: 7

Project: Grimes Public Library

For Period Ending: 02/29/2024

A	B	C	D	E	F	G		H	I
			Work Completed		Materials Presently Stored	Completed and Stored To Date	Total %		Retainage Value
Item Number - Description		Scheduled Value	From Previous Application	This Period Value					
01	Footings	3,400.00	3400.00	0.00	0.00	3400.00	100.00	0.00	0.00
04	Parking Lot	186,092.70	186092.70	0.00	0.00	186092.70	100.00	0.00	0.00
05	Sidewalk	46,129.30	46129.30	0.00	0.00	46129.30	100.00	0.00	0.00
06	CO#1 - See attached on Pay App#3	5,472.00	5472.00	0.00	0.00	5472.00	100.00	0.00	0.00
07	CO#2 - See attached on Pay App#6	400.00	400.00	0.00	0.00	400.00	100.00	0.00	0.00
TOTAL:		241,494.00	241,494.00	0.00	0.00	241494.00	100.00	0.00	0.00

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT

X237401

Page 1 of 2 Pages

TO (OWNER): **The Weitz Company**
 611 5th Avenue, Suite 300
 Des Moines, Iowa 50309

PROJECT: **Grimes Public Library**
 Grimes, Iowa

APPLICATION NO: **6**
 PERIOD TO: **2/29/2024**

DISTRIBUTION TO:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM (CONTRACTOR): **Des Moines Marble & Mantel (** VIA (ARCHITECT):
 1507 Ohio Street
 Des Moines, Iowa 50314

ARCHITECTS
 PROJECT NO: _____

FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

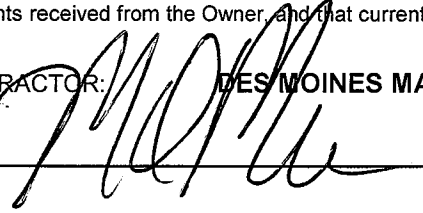
Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA G703, is attached

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by owner	ADDITIONS	DEDUCTIONS
TOTAL	\$ 8,480.00	
APPROVED THIS MONTH		
NUMBER	DATE APPROVED	
TOTALS	\$ 8,480.00	\$ -
Net change by Change Orders	\$ 8,480.00	

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

CONTRACTOR: **DES MOINES MARBLE & MANTEL CO.**

BY:  Date: **February 21, 2024**

1 ORIGINAL CONTRACT SUM	\$ 119,025.00
2 Net change by Change Orders	\$ 8,480.00
3 CONTRACT SUM TO DATE (LINE 1 + 2)	\$ 127,505.00
4 TOTAL COMPLETED & STORED TO DATE	\$ 127,505.00

(Column G on pg 2 G703)

5 RETAINAGE:

a 5.00% of completed work

(Column D + E on pg 2 G703)

b 0.00% of stored material

(Column F on pg 2 G703)

c Total Retainage (Line 5a + 5b or

Total in Column I of pg 2 G703)

6 TOTAL EARNED LESS RETAINAGE	\$ 127,505.00
-------------------------------	---------------

(Line 4 less Line 5 Total)

7 LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate) \$ 121,129.75

8 CURRENT PAYMENT DUE	\$ 6,375.25
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9 BALANCE TO FINISH, PLUS RETAINAGE	
-------------------------------------	--

(Line 3 less Line 6)

State of: **Iowa** County of: **Polk**

Subscribed and sworn to before me this 21st day of February 2024

Notary Public:

My Commission expires: **6/4/2008**

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: _____ Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NO: 6

APPLICATION DATE: 2/21/2024

PERIOD FROM: 2/1/2024

TO: 2/29/2024

ARCHITECT'S PROJECT NO:

In tabulations below, amounts are stated to the nearest dollar.

Use column I on Contracts where variable retainage for line items may apply.

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 5%
			PREVIOUS APPLICATIONS	THIS APPLICATION					
				WORK IN PLACE	STORED MATERIALS (not in D or E)				
1	TILE WORK					0.00	0.0%	0.00	0.00
2	LABOR	48,475.00	48,475.00			48,475.00	100.0%	0.00	2,423.75
3	MATERIAL	68,750.00	68,750.00			68,750.00	100.0%	0.00	3,437.50
4						0.00	0.0%	0.00	0.00
5	BOND	1,800.00	1,800.00			1,800.00	100.0%	0.00	90.00
6						0.00	0.0%	0.00	0.00
7	ADD CO #1	5,350.00	5,350.00			5,350.00	0.0%	0.00	267.50
8	ADD CO #2	1,305.00	1,305.00			1,305.00	100.0%	0.00	65.25
9	ADD CO #3	1,825.00	1,825.00			1,825.00	0.0%	0.00	91.25
10						0.00	0.0%	0.00	0.00
11						0.00	0.0%	0.00	0.00
12						0.00	0.0%	0.00	0.00
13						0.00	0.0%	0.00	0.00
14						0.00	0.0%	0.00	0.00
15						0.00	0.0%	0.00	0.00
16						0.00	0.0%	0.00	0.00
17						0.00	0.0%	0.00	0.00
18						0.00	0.0%	0.00	0.00
19						0.00	0.0%	0.00	0.00
20						0.00	0.0%	0.00	0.00
21						0.00	0.0%	0.00	0.00
22						0.00	0.0%	0.00	0.00
23						0.00	0.0%	0.00	0.00
24						0.00	0.0%	0.00	0.00
25						0.00	0.0%	0.00	0.00
26						0.00	0.0%	0.00	0.00
27						0.00	0.0%	0.00	0.00
28						0.00	0.0%	0.00	0.00
29						0.00	0.0%	0.00	0.00
30						0.00	0.0%	0.00	0.00
31						0.00	0.0%	0.00	0.00
32						0.00	0.0%	0.00	0.00
33						0.00	0.0%	0.00	0.00
	TOTAL	127,505.00	127,505.00	0.00	0.00	127,505.00	100.0%	0.00	6,375.25

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO GENERAL CONTRACTOR: PROJECT: GRIMES PUBLIC LIBRARY APPLICATION NO: 4-RET
 WEITZ DES MOINES, IA
 5901 THORNTON AVE
 DES MOINES, IA 50321-2403
 FROM SUBCONTRACTOR: VIA ARCHITECT:
 KONE Inc.
 ONE KONE COURT
 MOLINE, IL 61265
 CONTRACT FOR: ELEVATOR KONE CUST ACCT NO: N211941
 PERIOD TO: 12/31/2023
 PROJECT NO: 0
 KONE JOB NUMBER: 6673043
 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)	\$	144,000.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	7,200.00
b. % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		
	\$	7,200.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	136,800.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	136,800.00
8. CURRENT PAYMENT DUE	\$	0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	7,200.00

SUBCONTRACTOR: KONE Inc.

By: Patti L. Portner Date: 12/11/2023

PATTI L. PORTNER, ASST TREASURER

State of: ILLINOIS

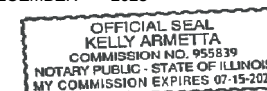
Subscribed and sworn to before me this 11TH

County of: ROCK ISLAND

day of DECEMBER 2023

Notary Public:

My Commission expires: 7/15/2026

**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 . . . \$ 0.00

(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

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

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

AIA DOCUMENT G703

KONE Inc.
APPLICATION FOR PAYMENT/SCHEDULE OF VALUES

PROJECT NAME: GRIMES PUBLIC LIBRARY
PROJECT LOCATION: DES MOINES, IA

APPLICATION NUMBER: 4-RET
APPLICATION DATE: DECEMBER
PERIOD TO: 12/31/2023
CONTRACT/PROJECT NO:
KONE JOB NUMBER: 6673043
KONE CUSTOMER ACCT NO: N211941

A	B	C	D	E	F	G		H	I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
ONE (1) ECOSPACE ELEVATOR - LA1									
1	ENGINEERING	36,184.00	36,184.00			36,184.00	100%		1,809.20
2	MATERIAL	60,306.00	60,306.00			60,306.00	100%		3,015.30
3	INSTALLATION LABOR	37,510.00	37,510.00			37,510.00	100%		1,875.50
	SUB TOTAL	134,000.00	134,000.00			134,000.00	100%		6,700.00
TEMP USE		10,000.00	10,000.00			10,000.00	100%		500.00
	SUB TOTAL	10,000.00	10,000.00			10,000.00	100%		500.00
CHANGE ORDERS									
	C.O. #1								
	C.O. #2								
	C.O. #3								
	SUB TOTAL								
	TOTAL	144,000.00	144,000.00			144,000.00	100%		7,200.00

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

CONTRACTOR'S APPLICATION FOR AND CERTIFICATION OF PAYMENT

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

PROJECT: *Grimes Public Library*
200 NE Beaverbrooke Blvd.
Grimes, IA 50111

APPLICATION NO.: 6

APPLICATION DATE: 11/17/2023

X237401

PERIOD ENDING: 11/30/2023

FROM CONTRACTOR:
Academy Roofing & Sheet Metal Co.
6361 NE 14th St.
Des Moines, IA 50313

VIA:
The Weitz Company, LLC
5901 Thornton Avenue
Des Moines, IA 50321

PROJECT NO.: 1-22-2178

PURCHASE ORDER #

CONTRACT FOR: Roofing

CONTRACTOR'S APPLICATION FOR PAYMENT

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

The Continuation Sheet is attached.

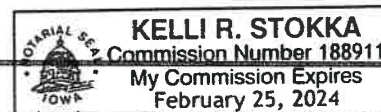
1 . ORIGINAL CONTRACT SUM	\$ 422,350.00
2 . Net change by Change orders	\$ -
3 . CONTRACT SUM TO DATE: (Line 1+-2)	\$ 422,350.00
4 . TOTAL COMPLETED & STORED TO DATE	\$ 422,350.00
5 . RETAINAGE	
0% of Progress Payment	\$ -
6 . TOTAL EARNED LESS RETAINAGE	\$ 422,350.00
(Line 4 less Line 5 Total)	
7 . LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 401,232.50
(Line 6 from prior Certificate)	
8 . CURRENT PAYMENT DUE	Retainage Only \$ 21,117.50
9 . BALANCE TO FINISH, INCLUDING RETAINAGE:	
(Line 3 less Line 6)	\$ -

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, the information and belief the Work covered by the 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 is now due.

CONTRACTOR:

By: [Signature] Date: 11-17-2023
State of: Iowa County of: Polk
Subscribed and sworn to before me this 17th day of November, 2023
Notary Public: [Signature]
My Commission expires: 2-25-2024



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on 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 Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$

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

ARCHITECT: _____ Date: _____
By: _____

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

Approved by OWNER: _____ Date: _____

ITEMIZATION SHEET

PAGE 2 OF 2 PAGES

The Contractor's APPLICATION FOR AND CERTIFICATE FOR PAYMENT

containing Contractor's signed Certification, is attached.

In calculations below, amounts are stated to the nearest dollar.

APPLICATION NO: 6

APPLICATION DATE: 11/17/2023

PERIOD ENDING: 11/30/2023

PROJECT NO.: 1-22-2178

PURCHASE ORDER #

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED & STORED TO DATE (D+E+F)	%(G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Set Up	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	100%	\$ -	\$ 500.00
2	Material	\$ 245,000.00	\$ 245,000.00	\$ -	\$ -	\$ 245,000.00	100%	\$ -	\$ 12,250.00
3	Labor	\$ 77,350.00	\$ 77,350.00	\$ -	\$ -	\$ 77,350.00	100%	\$ -	\$ 3,867.50
4	Sheet Metal Material	\$ 60,000.00	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00	100%	\$ -	\$ 3,000.00
5	Sheet Metal Labor	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	100%	\$ -	\$ 1,500.00

APPLICATION AND CERTIFICATION FOR PAYMENT

CONSTRUCTION MANAGER-ADVISER EDITION

Page 1 of 2

TO OWNER: City of Grimes
101 NE Harvey Street
Grimes, Iowa 50111

PROJECT: Grimes Public Library
200 NE Beaver Brooke Blvd.
Grimes, Iowa

APPLICATION NO: 626305-R
Retainage

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO: 10/31/23

FROM CONTRACTOR:

Midwest Auto Fire Sprinkler
2001 DeWolf Street
Des Moines, Iowa 50316

VIA ARCHITECT: _____

PROJECT NO: _____

CONTRACTOR'S APPLICATION FOR PAYMENT

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

- | | | |
|--|----|-----------|
| 1. ORIGINAL CONTRACT SUM | \$ | 86,660.00 |
| 2. NET CHANGES by Change Orders (see box below) | \$ | 840.00 |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | \$ | 87,500.00 |
| 4. TOTAL COMPLETED & STORED TO
DATE (Column G on G703) | \$ | 87,500.00 |
| 5. RETAINAGE: | | |
| a. _____ % of Completed Work | \$ | - |
| (Column D + E on G703) | | |
| b. _____ 0 % of Stored Material | | |
| (Column F on G703) | | |
| TOTAL Retainage (Lines 5a + 5b or Total in Column I of G703) | \$ | - |
| 6. TOTAL EARNED LESS RETAINAGE
(Line 4 Less Line 5 Total) | \$ | 87,500.00 |
| 7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate) | \$ | 83,125.00 |
| 8. CURRENT PAYMENT DUE (Line 6 Less Line 7) | \$ | 4,375.00 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6 = Totals in Columns H + I of G703)) | \$ | - |

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$840.00	\$0.00
Total approved this Month		
TOTALS		\$0.00

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

CONTRACTOR: Midwest Automatic Fire Sprinkler Company

By: Jerry L. Bernholtz Date: October 17, 2023
Jerry L. Bernholtz, President

State of:
County Of:
Subscribed and sworn to before

me this 17 day of October, 2023

Notary Public: Sarah Beth Phillips
My Commission Expires: December 24, 2025



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: _____ \$
(Attached explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the continuation sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ BY: _____

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

AIA DOCUMENT G703

CONTINUATION SHEET OF APPLICATION AND CERTIFICATE FOR PAYMENT

APPLICATION NO: 626305-R

APPLICATION DATE: 10/17/23

PERIOD FROM: 09/01/23

PERIOD TO: 10/31/23

PROJECT NO:

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

[illegible]

CITY COUNCIL COMMUNICATION
Meeting Date: 2/27/2024

AGENDA ITEM: Change Orders

BACKGROUND: Performance Contracting- Change Order #8 for paint touch up allowance and added wall covering and Trim at play area-Increase of \$2,346.75
The Weitz Company-Change Order #7 for Play structure finish details- Increase of \$12,293.00
Van Maanen Electric -Change Order #9 for additional cabling installation

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: ____YES ____X__NO

*High-Performing Organization/Exception Professional Services _X____

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION: Recommend Approval

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by: Olivia DeYoung
Return to: Rochelle Williams

RESOLUTION 02-2524 APPROVING CHANGE ORDERS

Grimes Resolution No. 02-2524

WHEREAS, the City of Grimes has retained the services of professional contractors for City projects;

WHEREAS, the contractor has agreed to provide a scope of work for the City;

WHEREAS, the contractor from time deems it necessary to amend a construction contract that changes the contractor's scope of work or materials;

WHEREAS, the change order may adjust the amount of time for completion of work or increase or decrease the contract price;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, the attached change orders shall be approved as submitted.

PASSED and APPROVED on February 27, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

**CITY OF
GRIMES**
CITY COUNCIL COMMUNICATION
Meeting Date: 2/27/2024

AGENDA ITEM:

BACKGROUND:

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: ____ YES ____ NO

*High-Performing Organization/Exception Professional Services ____

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by:

Return to:

CHANGE ORDER FORM



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

Change Order Number: 8

Change Order Date: February 27, 2024

Purpose of Change Order:

CE 088 Paint Touchup Allowance and Added Wallcovering Trims at Play Area

Additional finishes added as per owner request to cover up areas that were originally intended not to be exposed

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1					
2	CE 0088 Paint Touchup & Added Trims	LS	1.00	\$ 2,346.75	\$ 2,346.75
3		LS	1.00		\$ -
4		LS	1.00		\$ -
5		LS	1.00		\$ -
6		LS	1.00		\$ -
7		LS	1.00		\$ -
8		LS	1.00		\$ -
9		LS	1.00		\$ -
10					\$ -

Change Order Number: 8 makes the following adjustments to the contract: \$ 2,346.75

Contractor Accepted: Performance Contracting Inc.

Brad Klepper
Digitally signed by Brad Klepper
DN: cn=Brad Klepper, email=brad.klepper@pcg.com,
o=Performance Contracting, Inc.,
ou=Performance Contracting,
c=IA, cn=Brad Klepper
Date: 2024.02.20 05:45:57 -0500

Signature

Date

Engineer Approved: INVISION Architecture

Firm Name

Signature

02.20.24

Date

Owner Accepted: City of Grimes

Signature

Title

Date

Attest for Owner:

Signature

Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 1,466,520.00
1	September 14, 2022	\$ 13,700.00
2	June 19, 2023	\$ 7,211.00
3	August 22, 2023	\$ 16,741.03
4	October 10, 2023	\$ 2,136.02
5	November 14, 2023	\$ 5,591.74
6	December 12, 2023	\$ 1,198.65
7	January 23, 2024	\$ 10,857.46
8	February 27, 2024	\$ 2,346.75
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount \$ 1,526,302.65

**CITY OF
GRIMES**
CITY COUNCIL COMMUNICATION
Meeting Date: 2/27/2024

AGENDA ITEM:

BACKGROUND:

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: ____ YES ____ NO

*High-Performing Organization/Exception Professional Services ____

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by:

Return to:



AIA® Document G701® – 2017

Change Order

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

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

CHANGE ORDER INFORMATION:
Change Order Number: 007
Date: February 19, 2024

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

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

CONTRACTOR: (Name and address)
The Weitz Company, LLC
611 5th Avenue, Suite 300
Des Moines, IA 50309

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

075 CE #W004 - Play Structure Finish Details

Total: \$12,293.00

The original Contract Sum was	\$	973,681.00
The net change by previously authorized Change Orders	\$	156,100.80
The Contract Sum prior to this Change Order was	\$	1,129,781.80
The Contract Sum will be increased by this Change Order in the amount of	\$	12,293.00
The new Contract Sum including this Change Order will be	\$	1,142,074.80

The Contract Time will be unchanged by () days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

INVISION Architecture

ARCHITECT (Firm name)

SIGNATURE

Evan Shaw AIA

PRINTED NAME AND TITLE

02.20.24

DATE

The Weitz Company, LLC

CONTRACTOR (Firm name)

SIGNATURE

Michael Tousley, Executive VP

PRINTED NAME AND TITLE

February 19, 2024

DATE

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

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User Notes:

(3B9ADA4A)

**CITY OF
GRIMES**
CITY COUNCIL COMMUNICATION
Meeting Date: 2/27/2024

AGENDA ITEM:

BACKGROUND:

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: ____ YES ____ NO

*High-Performing Organization/Exception Professional Services ____

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by:

Return to:

Grimes Resolution No.

WHEREAS,

WHEREAS,

WHEREAS,

WHEREAS,

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

PASSED and APPROVED on February 27, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

CHANGE ORDER FORM



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

Change Order Number: 9

Change Order Date: February 27, 2024

Purpose of Change Order:

CE 087 RFI 221 Added data cabling

Additional cabling added as per owner request

Details of Change Order:

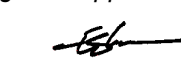
ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1					
2	CE 087 RFI 221 Added Data Cabling	LS	1.00	\$ 1,605.93	\$ 1,605.93
3		LS	1.00		\$ -
4		LS	1.00		\$ -
5		LS	1.00		\$ -
6		LS	1.00		\$ -
7		LS	1.00		\$ -
8		LS	1.00		\$ -
9					\$ -
10					\$ -

Change Order Number: 9 makes the following adjustments to the contract: \$ 1,605.93

Contractor Accepted: Van Maanen Electric Inc.


Signature
Firm Name
02/20/24
Date

Engineer Approved: INVISON Architecture


Signature
Firm Name
02.20.24
Date

Owner Accepted: City of Grimes

Signature

Title

Date

Attest for Owner:

Signature

Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 977,086.00
1	September 14, 2022	\$ 27,500.15
2	June 19, 2023	\$ 4,702.82
3	August 22, 2023	\$ 4,849.00
4	October 10, 2023	\$ 5,023.36
5	October 24, 2023	\$ 727.51
6	November 14, 2023	\$ 4,342.42
7	December 12, 2023	\$ 1,608.63
8	January 23, 2024	\$ 4,310.96
9	February 27, 2024	\$ 1,605.93
10		
11		
12		
13		
14		
15		

Revised Contract Amount \$ 1,031,756.78

CITY COUNCIL COMMUNICATION
Meeting Date: 2/27/2024

AGENDA ITEM: Resolution Setting the Date for Public Hearings on Proposals to Enter into General Obligation Loan Agreements

BACKGROUND: Section 384.24A of the Code of Iowa requires that the City Council hold a hearing and then take “additional” action on a proposal to issue debt to be repaid with property tax revenues. This resolution is that “additional” action and is necessary to advance the CIP for FY25. The proposed General Obligation Essential Purpose loan will fund: (a) constructing street, water system, sidewalk, sanitary sewer system and storm water drainage improvements; (b) acquiring and installing street lighting, signage and signalization improvements; and (c) undertaking improvements to existing municipal parks (the “Projects”). The City also proposes to enter into a General Obligation Urban Renewal Loan Agreement and borrow monies to construct a Municipal Fire Station/EMS Building, pursuant to provisions in sections 384.24.3(q) and 384.24A of the Code of Iowa. In lieu of calling an election, the City desires to institute proceedings to enter into the Urban Renewal Loan Agreement by causing a notice of such proposal to be published, including notice of the right to petition for an election, under the provisions of Sections 384.24.3(q) and 384.26 of the Code of Iowa. The City is now fixing a date for a meeting of the City Council at which it is proposed to take action to enter into the Urban Renewal Loan Agreement and to give notice thereof as required by such law.

BUDGETARY CONSIDERATIONS: The City plans to enter into a General Obligation Loan Agreement (Essential Purpose Loan) for a principal amount not to exceed \$6,000,000 and a General Obligation Urban Renewal Loan Agreement (Urban Renewal and Essential Purpose Loan) for a principal amount not to exceed \$12,500,000. Debt repayment is incorporated into the Fiscal Year 2024-2025 budget.

STRATEGIC PLANNING:

Prioritized: X YES ____NO

*High-Performing Organization/Exception Professional Services ____

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS: The Council held a budget workshop on February 13, 2024 and included the CIP projects funded through this debt.

STAFF RECOMMENDATION: Staff recommends setting the date of March 26, 2024 for Public Hearings on the proposals to enter into General Obligation Loan Agreements.

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Marcia Woodke
Return to: Marcia Woodke

MINUTES TO SET DATE FOR
HEARINGS ON LOAN AGREEMENTS

419952-98

Grimes, Iowa

February 27, 2024

The City Council of the City of Grimes, Iowa, met on February 27, 2024, at 5:30 o'clock p.m. at 410 SE Main Street, Grimes Community Complex, Grimes, Iowa.

The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present:

Absent: _____.

Council Member _____ introduced the resolution hereinafter next set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes:

Nays: _____.

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

• • • •

At the conclusion of the meeting and upon motion and vote, the City Council adjourned.

Scott Mikkelsen, Mayor

Attest:

Rochelle Williams, City Clerk

RESOLUTION NO. _____

Resolution setting the date for public hearings on proposals to enter into General Obligation Loan Agreements

WHEREAS, the City of Grimes (the “City”), in the Counties of Polk and Dallas, proposes to enter into a General Obligation Loan Agreement (the “Essential Purpose Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$6,000,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the costs, to that extent, of (a) constructing street, water utility system, stormwater drainage, sanitary sewer system and sidewalk improvements; (b) acquiring and installing street lighting, signage and signalization improvements; and (c) acquiring equipment for, and undertaking improvements to, existing municipal parks (the “Essential Purpose Projects”), and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Essential Purpose Loan Agreement and to give notice thereof as required by such law; and

WHEREAS, the City also proposes to enter into a General Obligation Urban Renewal Loan Agreement (the “Urban Renewal Loan Agreement” and together with the Essential Purpose Loan Agreement, the “Loan Agreements”) and to borrow money thereunder in a principal amount not to exceed \$12,500,000 pursuant to the provisions of Sections 384.24A and 384.24.3(q) of the Code of Iowa for the purpose of paying the cost, to that extent, of undertaking the Municipal Fire Station/EMS Building Project, an urban renewal project of the City authorized by action of the City Council on March 14, 2023 (the “Urban Renewal Project” and together with the Essential Purpose Projects, the “Projects”), and in lieu of calling an election thereon, the City desires to institute proceedings to enter into the Urban Renewal Loan Agreement by causing a notice of such proposal to be published, including notice of the right to petition for an election, under the provisions of Sections 384.24.3(q) and 384.26 of the Code of Iowa, and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Urban Renewal Loan Agreement and to give notice thereof as required by such law;

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

Section 1. This City Council shall meet on March 26, 2024, at 410 SE Main Street, Grimes Community Complex in the City, at 5:30 o’clock p.m., at which time and place hearings will be held and proceedings will be instituted and action taken to enter into the Loan Agreements.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Essential Purpose Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than four (4) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$6,000,000

(GENERAL OBLIGATION)

The City Council of the City of Grimes, Iowa, will meet on March 26, 2024, at 5:30 o'clock p.m. at 410 SE Main Street, Grimes Community Center, Grimes, Iowa, for the purpose of instituting proceedings and taking action to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$6,000,000 for the purpose of paying the cost, to that extent, of (a) constructing street, water utility system, stormwater drainage, sanitary sewer system and sidewalk improvements; (b) acquiring and installing street lighting, signage and signalization improvements; and (c) acquiring equipment for, and undertaking improvements to, existing municipal parks.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Grimes, Iowa.

Rochelle Williams
City Clerk

Section 3. The City Clerk is hereby directed to give notice of the proposed action on the Urban Renewal Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than ten (10) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$12,500,000

(GENERAL OBLIGATION)

The City Council of the City of Grimes, Iowa, will meet on March 26, 2024, at 5:30 o'clock p.m. at 410 SE Main Street, Grimes Community Complex, Grimes, Iowa, for the purpose of instituting proceedings and taking action to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$12,500,000 for the purpose of paying the cost, to that extent, of undertaking the Municipal Fire Station/EMS Building Project, an urban renewal project of the City authorized by action of the City Council on March 14, 2023.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A and Section 384.24.3(q) of the Code of Iowa and will constitute a general obligation of the City.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 384.26 of the Code of Iowa. If no such petition is filed, at the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Grimes, Iowa.

Rochelle Williams
City Clerk

Section 4. Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which are reasonably estimated to cost approximately \$18,500,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved February 27, 2024.

Scott Mikkelsen, Mayor

Attest:

Rochelle Williams, City Clerk

ATTESTATION CERTIFICATE

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

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for hearings on the City's proposal to take action in connection with certain loan agreements, as referred to therein.

WITNESS MY HAND this _____ day of _____, 2024.

Rochelle Williams, City Clerk

ORGANIZATION CERTIFICATE

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

I, the undersigned City Clerk, do hereby certify that the City of Grimes is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that the City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

Scott Mikkelsen_____, Mayor
Jake Anderson _____, City Administrator
Rochelle Williams_____, City Clerk
Marcia Woodke_____, City Finance Director
Ryan Burger_____, Council Member/Mayor Pro Tem
Eric Johansen, _____, Council Member
Andrew Borcharding_____, Council Member
David Gisch _____, Council Member
Laurie DePhillips_____, Council Member

WITNESS MY HAND this ____ day of _____, 2024.

Rochelle Williams, City Clerk

PUBLICATION CERTIFICATE

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavits and have verified that the notices were published on the dates indicated in the affidavits but please return all other completed pages to us as soon as they are available.)

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

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that pursuant to the resolution of the City Council fixing a date of meeting at which it is proposed to take action to enter into certain loan agreements, the notices, of which the printed slips attached to the publisher's affidavits hereto attached are true and complete copies, were published on the dates and in the newspaper specified in such affidavits, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2024.

Rochelle Williams, City Clerk

(Attach here the publisher's original affidavits with clippings of the notices, as published.)

CITY COUNCIL COMMUNICATION
Meeting Date: 2/27/2024

AGENDA ITEM: Resolution Setting the Date for Public Hearing on the Proposed City Tax Rate for FY25

BACKGROUND: Following the Council's budget workshop, staff moved forward with Council direction pertaining to the proposed property tax rate for Fiscal Year 2024-2025. The proposed property tax levy provides for a projected increase in total property tax dollars received by the City, due to growth and revaluations. Iowa Code requires the City to hold a public hearing on the proposed property tax levy prior to allowing the City to set a public hearing for the Fiscal Year 2024-2025 budget.

BUDGETARY CONSIDERATIONS: The proposed property tax levy funds an increase of 28% for the Fire/EMS services, primarily related to the Fire Fighter's Union contract and new equipment. Property casualty insurance increased 46% this Fiscal Year, and we expect a similar increase next year. Additional dollars will be utilized for debt service payments that fund the Capital Improvement Projects of the City.

STRATEGIC PLANNING:

Prioritized: X YES ☐ NO

*High-Performing Organization/Exception Professional Services ☐

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: Council discussed the proposed tax rate for Fiscal Year 2024-2025 at the budget work session on February 13, 2024.

STAFF RECOMMENDATION: Staff recommends setting the public hearing.

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Marcia Woodke

Return to: Marcia Woodke

RESOLUTION SETTING THE DATE FOR PUBLIC HEARING ON THE PROPOSED CITY
TAX RATE FOR FY25

Grimes Resolution No. 02-2724

WHEREAS, the City of Grimes is preparing the annual budget for Fiscal Year 2024-2025; and

WHEREAS, the State of Iowa requires a public hearing on the tax statement showing proposed tax levies for the City, County, and School District prior to allowing the City to set a public hearing for the Fiscal Year 2024-2025 City budget; and

WHEREAS, any taxpayer of the City may speak for or against the City's proposed tax levy at the public hearing; and

WHEREAS, the City Council proposes a Special meeting solely to hold a public hearing on the proposed tax levy.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Clerk is hereby authorized to publish a notice of public hearing pertaining to the proposed tax statement and to set a Special meeting of the Council for the sole purpose of the public hearing on April 9, 2024 at 5:30 p.m.

PASSED and APPROVED on February 27, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 4/9/2024 **Meeting Time:** 05:30 PM **Meeting Location:** Grimes Community Center 410 SE Main St. Grimes, IA 50111

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After the hearing of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.grimesiowa.gov

City Telephone Number
(515) 986-3036

Iowa Department of Management	Current Year Certified Property Tax 2023 - 2024	Budget Year Effective Property Tax 2024 - 2025	Budget Year Proposed Property Tax 2024 - 2025
Taxable Valuations for Non-Debt Service	1,140,310,823	1,246,405,339	1,246,405,339
Consolidated General Fund	8,730,630	8,730,630	9,264,980
Operation & Maintenance of Public Transit	0	0	0
Aviation Authority	0	0	0
Liability, Property & Self Insurance	0	0	0
Support of Local Emergency Mgmt. Comm.	0	0	0
Unified Law Enforcement	0	0	0
Police & Fire Retirement	0	0	0
FICA & IPERS (If at General Fund Limit)	0	0	0
Other Employee Benefits	1,048,139	1,048,139	949,537
Capital Projects (Capital Improv. Reserve)	0	0	0
Taxable Value for Debt Service	1,353,403,702	1,547,006,492	1,547,006,492
Debt Service	3,383,509	3,383,509	4,099,567
CITY REGULAR TOTAL PROPERTY TAX	13,162,278	13,162,278	14,314,084
CITY REGULAR TAX RATE	11.07553	10.03271	10.84518
Taxable Value for City Ag Land	4,271,681	4,374,570	4,374,570
Ag Land	12,832	12,832	13,140
CITY AG LAND TAX RATE	3.00375	2.93332	3.00375
Tax Rate Comparison-Current VS. Proposed			
Residential property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Resident	605	503	-16.86
Commercial property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Commercial	605	503	-16.86

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and Commercial properties have the same Rollback Percentage at \$100,000 Actual/Assessed Valuation.

Reasons for tax increase if proposed exceeds the current:

Increased tax dollars will be utilized for 28% increase in Fire/EMS primarily related to Fire Fighters union contract and new equipment. Property casualty insurance increased 46% and we expect a similar increase next year. Additional dollars utilized for debt service to pay for capital projects.

CITY COUNCIL COMMUNICATION
Meeting Date: 2/27/2024

AGENDA ITEM: Grimes Plex Batting Cages and Bullpens – Setting the Dates for the Bid Letting and Public Hearing

BACKGROUND: The action that is in front of the council is to set the bid letting and public hearing dates for the Grimes Plex Batting Cages and Bullpens project. The proposed schedule for this project is to set the dates for the bid letting and public hearing on February 27th, hold the bid opening on March 19th @ 10:30 AM, hold the public hearing on March 26th @ 5:30 PM and award the project following the public hearing.

This project includes the construction of tensioned batting tunnels, bullpens, sidewalks, and fencing. This project is scheduled to have a late start date of April 15, 2024 and reach substantial completion within 60 working days after issuance of the Notice to Proceed and an additional 5 working days following substantial for full completion. The project includes \$1,000/calendar day liquidated damages for non-compliance with substantial completion provisions and \$500/calendar day for non-compliance with full completion provisions.

BUDGETARY CONSIDERATIONS: The engineer's opinion of probable construction cost is estimated to be approximately \$1,400,000.00. This project is being funded through the current CIP line item for the GrimesPlex.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None

STAFF RECOMMENDATION: The staff recommends that the City Council approves the resolution to set the bid letting date of March 19th @ 10:30 AM and public hearing date of March 26th @ 5:30 PM.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Matt Ahrens, City Engineer, 515-986-4050, mahrens@grimesiowa.gov

Prepared by: Aaron Jarosh

Return to: Matt Ahrens

RESOLUTION 02-2824 ORDERING CONSTRUCTION OF THE GRIMES PLEX BATTING CAGES AND BULLPENS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

Grimes Resolution No. 02-2824

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the Grimes Plex Batting Cages and Bullpens; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the Grimes Plex Batting Cages and Bullpens, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The Grimes Plex Batting Cages and Bullpens project primarily includes the construction of tensioned batting tunnels, bullpens, sidewalks, and fencing.

Improvements generally include construction of approximately 17 tensioned batting tunnels, approximately 2,732 SY of 5-inch reinforced concrete sidewalks, surface adhered synthetic turf, approximately 3,200 LF of chain link fence, pitching screens, fungo screens, home plate mats, minor site utilities, limited sod, and minor tree relocation.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a Notice to Bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to March 19, 2024,

which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Administrator or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on March 26, 2024, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish Notice of Hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on March 26, 2024.

PASSED and APPROVED on February 27, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

GRIMES PLEX BATTING CAGES AND BULLPENS CITY OF GRIMES, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the **City of Grimes, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated total cost for the **Grimes Plex Batting Cages and Bullpens** project at its meeting at **5:30 P.M. on the 26th day of March, 2024**, in the City Council Chambers, Grimes Community Complex, 410 SE Main Street, Grimes, Iowa, 50111.

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:30 A.M.** according to the clock in the Grimes City Hall on the **19th day of March, 2024**, at the reception desk in Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened by the City Clerk and bids tabulated at **10:30 A.M. on the 19th day of March, 2024**, in said Grimes City Hall, 101 NE Harvey Street. Bids will be considered by the City of Grimes City Council at its meeting at **5:30 P.M. on the 26th day of March, 2024**, in said City Council Chambers, 410 SE Main Street. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than April 1, 2024 and no later than April 15, 2024**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in April 2024.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file in the office of the City Clerk and may be examined at Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111.

An electronic copy of the Contract Documents is available at www.grimesiowa.gov under the “Business” section by selecting “Bids & RFPs” then “Project Bids” for no cost. Project information, estimated total cost and plan holder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from Civil Design Advantage, 4121 NW Urbandale Drive, Urbandale, Iowa 50322, for a fee of Fifty Dollars (\$50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-369-4400 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

General Nature of the Public Improvement

GRIMES PLEX BATTING CAGES AND BULLPENS

The Grimes Plex Batting Cages and Bullpens project primarily includes the construction of tensioned batting tunnels, bullpens, sidewalks, and fencing.

Improvements generally include construction of approximately 17 tensioned batting tunnels, approximately 2,732 SY of 5-inch reinforced concrete sidewalks, surface adhered synthetic turf, approximately 3,200 LF of chain link fence, pitching screens, fungo screens, home plate mats, minor site utilities, limited sod, and minor tree relocation.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Grimes, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Grimes. The bid shall contain no condition except as provided in the specifications.

The City of Grimes reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Grimes and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Grimes from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Grimes, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released following acceptance of the project by the City of Grimes and satisfaction of the retainage payment provisions and requirements stipulated in the Iowa Code.

Sales Tax Exemption

The City of Grimes will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall substantially complete the overall project within **Sixty (60) working days**. Substantial completion for the overall project shall be defined as all construction completed and fixtures provided, with the new batting cages and bullpens fully open to use. **The project will follow a 5-day work week with no work allowed on Saturday, Sunday, or Monday through Friday after 4:00 p.m.** Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within **Five (5) working days** after issuance of the punch list. Full completion for the overall project shall be defined as all punch list items addressed and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Grimes does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Grimes, Iowa.

Dated at Grimes, Iowa, this **27th day of February, 2024.**

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **1st day of March, 2024.**

Published in a newspaper with local circulation the **12th day of March, 2024.**

CITY COUNCIL COMMUNICATION
Meeting Date: 2/27/2024

AGENDA ITEM: S James Street Improvements from SE 37th Street to SE 11th Street – Professional Services Agreement – Foth Infrastructure and Environment, LLC.

BACKGROUND: The City of Grimes has identified the need for engineering services to construct improvements along S James Street from SE 37th Street to SE 11th Street. The city worked with Foth on the James Street Corridor Study and the current S James Street & SE 11th Street Improvements project. This portion of S James Street is the next steps in implementing the improvements outlined in the study. This project will include the addition of two northbound lanes from the SE 11th Street roundabout to the SE 37th Street intersection. This project will be split up into two different segments. Segment A will include the improvements from SE 11th Street to SE 19th Street including the reconstruction of a portion of SE 19th street and the intersection. Segment B will include the remaining S James Street improvements from SE 19th Street to SE 37th Street. These improvements will provide added capacity and safety improvements to S James Street to support the future growth of the city and the corridor.

The schedule for this project is to provide preliminary design for S James St from SE 11th St to SE 37th St this year and coordinate with regulatory permitting, utility relocations and property acquisitions and aim for a summer of 2025 bid letting for segment A with construction to follow. Segment B is aiming for a summer 2026 bid letting with construction to follow.

Staff selected Foth due to their familiarity with this area from the James Street Corridor Study and their expertise in transportation and utility engineering design. They have also performed the design work on the S James Street and SE 11th Street Improvements in this area that is currently under construction.

BUDGETARY CONSIDERATIONS: The total fee proposed for the engineering services is a not-to-exceed amount of \$1,009,000. This project is in the current CIP for design this year and construction of segment A in 2025-2026.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None

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

RESPONSIBLE STAFF/CONTACT INFORMATION:

Aaron Jarosh, Staff Engineer, AJarosh@grimesiowa.gov

Prepared by: Aaron Jarosh

Return to: Aaron Jarosh

RESOLUTION 02-2924 TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES
WITH FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC FOR S JAMES STREET
IMPROVEMENTS FROM SE 37TH STREET TO SE 11TH STREET

Grimes Resolution No. 02-2924

WHEREAS, the City of Grimes (Grimes) desires to construct improvements along S James Street from SE 37th Street to SE 11th Street.; and,

WHEREAS, the engineering firm of Foth Infrastructure and Environment (Engineer), has experience in transportation and utility infrastructure design, and is qualified to provide project management, environmental review, geotechnical services, design & legal survey, acquisition plats, preliminary design, final design & specifications and bid letting services;

WHEREAS, Engineer has proposed the attached Standard Professional Services Agreement that has scope of work to be supplied by the Engineer and compensation to be paid by Grimes for Engineer's engineering services related to the transportation and utility 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 Standard Professional Services Agreement with the Engineer on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___ to ___ on the 27th day of February, 2024, and approved by the Mayor on the 27th day of February, 2024.

PASSED and APPROVED on February 27, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

S James Street Improvements from SE 37th St to SE 11th St

This Agreement is made and entered into this 27 day of February, 2024, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC, (Fed. I.D. #20-5814224), 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 set forth in Attachment 2. 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 3.

I. Basic Services of the Consultant

a. Project Management	\$ <u>164,800</u>
b. Design and Legal Survey	\$ <u>71,400</u>
c. Acquisition Plats	\$ <u>35,000</u>
d. Environmental Services	\$ <u>54,100</u>
e. Geotechnical Services	\$ <u>19,500</u>
f. Functional Design	\$ <u>52,900</u>
g. Preliminary Design – Segment A	\$ <u>166,100</u>
h. Preliminary Design – Segment B	\$ <u>151,600</u>
i. Final Design – Segment A	\$ <u>144,400</u>
j. Final Design – Segment B	\$ <u>129,500</u>
k. Letting Services	\$ <u>19,700</u>

Total	\$ <u>1,009,000</u>
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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 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 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: Foth Infrastructure and Environment, LLC
Attn: Jared Rokke, P.E.
Title: Lead Civil Engineer
Address: 8191 Birchwood Court, Suite L
City, State: Johnson, Iowa 50131

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, judgments 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

CITY OF GRIMES

BY: 

BY: _____

Name: Jared Rokke, P.E.

Scott Mikkelsen, Mayor

Title: Lead Civil Engineer

WITNESS

ATTEST



Name: Josh DeBower, P.E.

Name: _____

Title: Local Municipal Lead

Title: _____



Carrie L. Voskuil (SD)
Senior Contracts Manager

ATTACHMENT 1 - SCOPE OF SERVICES

I. BASIC SERVICES OF THE CONSULTANT

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The S James Street Improvements is generally described as follows:

The project involves the reconstruction of S James Street from north of SE 37th Street to south of SE 11th Street in Grimes, Iowa. The Consultant will complete Design Surveying and Mapping, Functional Design, Preliminary Design, Final Design, and Bid Letting Services.

This scope of services is based on the following project assumptions:

- Design will be developed from findings and recommendations in the James Street Corridor Study completed in 2021.
- Design will include the use of existing S James Street as proposed southbound lanes to the extent practical.
- Design for the reconstruction of S James Street from 500-ft north of SE 37th Street to 800-ft south of SE 11th Street, approximately 6,050-ft
- Design for the reconstruction of S 19th Street from 1,240-ft east of S James Street to 1,200-ft west of S James St, approximately 2,400-ft.
- Design for a future intersection at SE 28th Street and S James Street.
- The Construction documents will be delivered for two Segments with individual bid packages:
 - a. Segment A: S 19th Street and S James Street from S 19th Street to 800-ft south of SE 11th Street.
 - b. Segment B: S James Street from 500-ft north SE 37th to S 19th Street, including a potential intersection at SE 28th Street.
- The scope of work includes design for the replacement and relocation of water main
- The scope of work includes design of RCB culvert(s)
- The scope of work includes storm water analysis and design
- The scope of work includes limited design of new sanitary sewer lateral extensions from existing mains. (assume minor adjustments to accommodate roadway construction)
- Funding for construction of Segment A includes Federal STBG funding and will be bid through the Iowa DOT, with Iowa DOT Standard Specifications.
- Construction of Segment B will be locally funded and bid through the City of Grimes, with SUDAS Standard Specifications and Grimes Supplemental Specifications.
- Foth shall provide construction services, by amendment, if requested.

The scope of services to be performed by the Consultant shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

PHASE 11 – PROJECT MANAGEMENT

Task 1 - Project Management

The project manager will be responsible for the development and tracking of the project plan for the project development. This includes task identification, staff scheduling and coordination, project communications, monthly progress reporting and invoicing and other important elements of the project.

- The project duration is assumed to be thirty (30) months.

Task 2 – Project Review Meetings.

Maintain communications with the project development team and various other designated representatives. The project development team will include City of Grimes Development Services, Public Works, and Foth. Meet to review progress and to discuss specific elements of the project design. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development.

For budget purposes, it is assumed the following six (6) meetings will be attended by three (3) staff members of the Consultant.

Project Kick-off Meeting	1 Meeting
Functional Design Meeting	1 Meeting
Preliminary Design Meeting	2 Meetings, one for each Segment
Final Design Meeting	2 Meetings, one for each Segment

Task 3 – Iowa DOT Coordination

The Consultant will coordinate with the Iowa DOT for design development for the Project. The Consultant will complete the required project development deliverables and submit them to the Iowa DOT for review according to the Project Development Critical Path Dates. Required deliverables include Major Project Concept Statement Preliminary Plans, Check Plans, and Final Plans, Project Development Certification, and other documents required for letting by the Iowa DOT. The Consultant will submit documents using the Transportation Program Management System (TPMS).

For estimating purposes, it is assumed that the Consultant will attend up to two (2) meetings with the Iowa DOT, and that meetings will be attended by two (2) staff members of the Consultant.

Task 4 - Project Permitting and Agency Coordination

The Consultant will assist the City in project clearance with governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall provide coordination with the following agencies:

- US Army Corps of Engineers
- Iowa Department of Natural Resources

The Consultant will attend up to the following assumed meetings to assist in the coordination of the project development activities. For budget purposes, it is assumed that four (4) meetings will be attended by two (2) staff members of the Consultant.

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the Consultant and reimbursed by the City. The Consultant shall provide technical criteria, written descriptions and design data for the City's use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

Task 5 - Individual Property Owner Meetings

The Consultant will attend meetings with individual property owners, as requested by the City, to address issues of specific concerns to adjacent properties. These meetings will be held in concert with the preliminary design development and property acquisition segments of the project. This will include specific discussions about access issues, changes in circulation, potential right-of-way needs, and other issues related to specific parcels.

During the scheduled individual property owner meeting times, the Consultant's project manager will provided details related to the specifics of the project as it relates to their property, obtain information regarding any issues the property owner feels is important, and get input regarding their expectations about the project. The information gathered at this time will be used in developing the project documents and negotiating the required right-of-way. It is anticipated that five (5) meetings with individual property owners will be attended by one (1) representative of the Consultant.

Task 6 – Design Development Exhibit Preparation

Exhibit for the design development will consist of a full-size strip plot with the major project features shown on the aerial photograph. Includes coloring, lettering, and other techniques to delineate the proposed design concepts and right-of-way needs, including typical section elements of the roadway. The figure will indicate right-of-way needs, property lines, property ownership, access control lines, structure limits, and new roadway improvements.

Task 7 – Individual Parcel Exhibits

The Consultant will prepare individual property acquisitions exhibits (8.5-in by 11-in) for each parcel which will consist of aerial imagery and show the proposed design elements, driveway access, site modifications, in addition to existing right-of-way lines, proposed fee title right-of-way needs, and permanent/temporary easement needs. The exhibits will be labeled with key parcel information and reference individual easement square footage areas. The exhibits will be used for initial right-of-way discussions and verification in advance of the preparation of acquisition plats.

- Fifteen (15) Exhibits

Task 8 – Utility Coordination and Meetings

The Consultant will coordinate with individual utility companies to address specific conflicts. It is anticipated that coordination with representatives of six (6) utility companies. Coordination may include correspondence through email and/or phone calls, virtual meetings, and on-site field meetings. The Consultant will provide each private utility company with updated plan documents at major milestones (Functional Design, Preliminary, Check Plans, and Final Plans). Functional design coordination will be to advise of the nature and extent of the improvements and any potential conflicts with existing or proposed utility systems. Coordination during Preliminary and Final design will provide design information and details necessary for the private utilities to determine conflicts and develop work plans for necessary relocations and adjustments. The Consultant shall document all communications and correspondence with each utility company.

PHASE 20 – DESIGN SURVEY

The Consultant will perform field and office tasks required to collect additional topographic information deemed necessary to complete the project. The City will provide aerial photographic and other available mapping of the Project area. The specific supplemental survey tasks to be performed include the following:

Task 1 - Control Survey

The Consultant will establish horizontal and vertical control for the Project area. Each permanent control point or benchmark will have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets.

Task 2 - Topographic Survey

The Consultant will perform miscellaneous topographic surveys required for the development of the project. Horizontal and vertical accuracies will be adequate to produce a map that is compatible with the topographic data for incorporation into the existing mapping.

Task 3 - Utility Survey

The Consultant will perform utility surveys required for the development of the project. Contact utility owners of record or the Iowa One Call representative, request that buried utilities be marked in the field and obtain existing utility map. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner. Show utility name and describe the utility on the plans.

This task consists of field survey indicating the location of utilities within the existing right-of-way for the project. The Consultant will field locate utility locations established by others; excavating to expose buried utilities is not part of this contract. Utilities to be surveyed include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer, and storm sewer (including power poles, pedestals, valves and manholes). This includes establishing manhole and intake elevations for existing sanitary, storm sewers and roadway culverts.

Task 4 - Property Ownership and Research

Research City and County records including right-of-way strip maps, subdivision plats, section corner ties, and surveys, locate existing boundary corner monuments, establish property lines, right-of-way lines, section lines, and easements, determine ownership of the properties affected by the project. Prepare a drawing with property lines, right-of-way lines, section lines, and easements within the project area as shown on the existing plats and other documents of record along with the land corner monuments and boundary corner monuments located in field. Review property ownership information from public records and add property owner names to the project mapping for public display and plan preparation purposes.

Task 5 - Right-of-Way Survey

The Consultant will perform right-of-way surveys required for the development of the project. The right-of-way surveys will be in-depth legal surveys for which acquisition plats are to be developed.

This task includes a thorough search of City, County and State records to review all surveys of record pertaining to the survey corridor, including County Auditor's Subdivisions Plats, original government surveys, early surveys made by County Surveyors, all irregular land survey and road establishment records. Copies of such records are to be included in the project file for future reference.

This task also includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions or any other lines, indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.

The task includes incorporation of property lines, right-of-way lines, and ownership of properties affected by the project into the base mapping for the project. The base mapping will identify the owners and approximate boundaries of all appropriate parcels within the survey limits.

Task 6 - Project Base Map

Incorporate field surveys into an electronic base map to be used for the design of the project. Incorporate property lines, right-of-way lines, and property ownership for parcels located within the project limits into the base map.

Task 7 - Soil-Boring Location Surveys

Perform soil-boring location surveys to establish location and elevation of proposed geotechnical investigations consisting of the following number of soil borings:

- Eighteen (18) borings.

Task 8 – Utility Relocation Staking

The Consultant will perform staking to aid in the relocation of private utility relocations. This task will include communication with utility companies regarding their needs and staking. This task includes one (1) staking effort per each utility company. It is assumed that six (6) utility companies are present in the corridor.

Task 9 - Easement Staking

This task consists of staking the easement locations for purposes or property negotiations. The staking survey includes the marking of key easement location points to visualize the locations in the field and will also include marking of existing property lines' locations. For this agreement, all permanent and temporary easements will be staked one (1) time.

Task 10 – Survey Monumentation

(Monumentation of proposed property acquisitions as required by Iowa Code and to be completed under separate Construction Services agreement)

Task 12 – Monumentation Preservation

(Preservation of existing right-of-way monumentation as required by Iowa Code and to be completed under separate Construction Services agreement)

PHASE 22 – ACQUISITION PLATS

For budgetary purposes, it is assumed that sixteen (16) parcels are within the project limits.

Task 1 - Preparation of Acquisition Plats and Legal Descriptions

The Consultant will prepare acquisition plats and legal descriptions for property to be acquired for the project. For estimating purposes, the following numbers of acquisition plats are assumed for this agreement:

- Permanent (Fee-Title) Right-of-Way Acquisition Plats = 11 each (FE)
- Temporary Construction Easement = 16 each (TE)
- Permanent Easements = 24 each (PE)

The above numbers assume the creation of plats and easement documents for current project needs only. Plats for acquisition for future projects and conversion of existing Roadway Easements to Fee-Title are not included in these numbers.

The following table summarizes the anticipated project acquisitions, for which this scope of service task has been developed:

No.	Parcel Name	Fee-Title ROW (FE)	Temporary Easements (TE)	Permanent Easements (PE)
1	Anderson Four LLC	N/A	3	5
2	Joyce E Mc Intire	2	2	2
3	William R Peitzman Family Trust	1	1	2
4	Lyle E Peitzman	1	1	1
5	Dennis N Britson	1	1	2
6	Diane M Britson	1	1	2
7	EBH, Inc	3	3	6
8	Summit Creek Church	N/A	1	2
9	Meadowlark South HOA	N/A	1	N/A
10	Kelly, Kramer, Shipley	1	1	1
11	Grossman Family Trust	1	1	1
Totals		11	16	24

Individual plats and legal descriptions will be prepared for each parcel with permanent and temporary acquisitions. The legal descriptions will be “of” descriptions where possible and metes & bounds descriptions where necessary. The plats and legal descriptions will comply with requirements of the Iowa Code and will be prepared by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa. The plats will also be completed in accordance with the City requirements.

PHASE 25 – GEOTECHNICAL SERVICES

Task 1 – Soil Borings (Subconsultant Allender Butzke Engineers, Inc.)

This task consists of securing a subsurface exploration based on preliminary alignments and profiles of the proposed improvements. The soil borings will be completed after roadway alignments have been selected. These services will be in general accordance with the standard specifications for subsurface investigations and design. This task includes the necessary field and office services to provide a geotechnical report for the project. The task involves completing eighteen (18) borings, 17 borings 10-ft to 20-ft deep for the roadway and 1 boring at 30 ft deep for the culvert extension. The borings will be for purposes of the pavement, subbase, and subgrade design, moisture contents, groundwater levels, laboratory testing and engineering analysis. The soil borings shall include coordination of traffic control measures and arranging a utility locate through Iowa One Call. The backfilling of the boreholes will be performed following the soil borings.

This subsurface exploration will include laboratory testing, engineering analysis, trench design and a written report.

The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Iowa. Based on the results of our evaluation, an engineering report will be prepared and include the following information:

- Description of the project.
- Computer generated boring logs with soil stratification based on visual soil classification
- Summarized laboratory data on the boring logs
- Groundwater levels observed during and shortly after completion of drilling
- Boring location diagram
- Subsurface exploration procedures
- Subsurface soil conditions
-

In addition, geotechnical recommendations for the project will include:

- Earthwork construction
- Cut and fill construction
- Excavation and backfill
- Site preparation, including the suitability of the existing on-site soils for structural fill
- Bearing soils for culverts and manholes
- Settlement and global slope stability review, if applicable
- Expansive soil design considerations, if applicable
- Subsurface drainage recommendations
- Subgrade preparation recommendations for grade supported pavements
- Discussions of potential need for dewatering

PHASE 30 – ENVIRONMENTAL SERVICES

The Consultant will complete the following environmental services.

The Consultant will prepare preliminary NEPA documentation with the anticipation of receiving a Categorical Exclusion (CE) for the project. The Consultant will utilize the Iowa DOT Categorical Exclusion Guidance Document available on the Office of Location and Environment's Local Projects webpage. The Consultant shall address all requirements of the Categorical Exclusion Memo including, but not limited to:

Task 1 – Wetland Delineation Services

The Consultant will perform a wetland and Waters of the United States (WUS) delineation of the project area. The delineation will use mandatory technical criteria, field indicators, and other sources of information to assess whether the project area has jurisdictional wetlands or WUS. The classification will be performed by an experienced biologist, environmental scientist, or engineer. If wetlands are present, the upper boundaries within the project area will be identified. WUS will also be identified and mapped during the delineation.

The methods the Consultant will use in the delineation generally follow the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (2010) and the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (1987). Under normal circumstances, wetlands generally have three essential characteristics: hydrophytic vegetation, hydric soils, and wetland hydrology.

Our proposed Scope of Work includes the following:

- ◆ Assemble application information (i.e., aerial maps, soil classifications, site hydrology, vegetation type, etc.).
- ◆ Perform on-site visit to gather data pertaining to the hydrophytic vegetation community, surface hydrology, and hydric soil characteristics. The following items will be performed at discrete data point locations within suspect wetland areas on-site.
 - ▶ Assess each stratum of vegetation (i.e., trees, saplings/shrubs, herbs, and woody vines). Vegetation will be classified by Genus species and dominance will be assessed.
 - ▶ Classify soil types and evaluate hydric soil indicators using shallow soil probes or spade holes.
 - ▶ Observe site characteristics for wetland hydrology indicators.
- ◆ Utilize a hand-held GPS unit (sub-meter accuracy) to map the location and boundaries of delineated wetlands and WUS. If heavy tree cover is present, a non-GPS survey may be needed to identify wetland boundaries. Fees for standard surveying have not been included in this proposal.
- ◆ Prepare maps showing the delineated wetland and WUS area(s).
- ◆ Submit a Wetland and Waters of the U.S. Delineation Report containing the applicable data, wetland jurisdictional rationale, and proposed project information.

The scope of this proposal includes one site visit to conduct a baseline delineation. The fees in this proposal do not include additional meetings or data collection/evaluation that may be requested by the U.S. Army Corps of Engineers (USACE).

Task 2 - Mitigation Plan and Section 404 Permit Application

If jurisdictional wetland or WUS impacts are proposed, the Consultant will prepare and submit a Section 404 Permit Application containing the applicable data, wetland jurisdictional rationale, and proposed project information to the USACE, Iowa Department of Natural Resources (IDNR) Flood Plain Section, and IDNR Sovereign Lands Section. The Consultant will prepare a Mitigation Plan for the project to address Section 404 permitting requirements. The Mitigation Plan will summarize each wetland and WUS area that will be impacted by the project based on the findings in the Delineation Report and the proposed site plan for the project.

The project site is located within the primary or secondary service areas several banks that emergent and forested wetland credits and WUS credits. The Consultant will contact the bank/banks regarding the purchase of credits for wetland and WUS impacts. The Consultant will utilize the State of Iowa Stream Mitigation Method as a guideline for determining the quantity of WUS credits need for the project and wetland credits will be based on USACE regulatory guidance.

Task 3 - Threatened & Endangered Species Habitat Assessment

The Consultant will obtain the FWS Information for Planning and Consultation (IPaC) database to identified potential Threatened and Endangered (T&E) Species that may occur in the project area. The Consultant will perform a field review of the project area to evaluate whether suitable habitat for the federally-listed listed T&E species is present. A letter-report will be prepared summarizing the findings of the T&E habitat assessment.

Task 4 - Phase I Cultural Resource Survey

The Consultant will retain a subcontractor to perform a limited/cursory archeological survey for review by the State Historical Preservation Office (SHPO) during the permitting process. The Phase I investigation will consist of the project area.

Task 5 – Noise Analysis

The Consultant will retain a subcontractor to perform a noise analysis for the project. The subcontractor will perform noise monitoring and modeling, impact evaluation, mitigation evaluation, and complete a technical report.

Task 6 – NEPA Documentation

The following scope of services will be performed for the NEPA categories based on the Iowa Department of Transportation (IDOT) Location and Environment CE guidance:

- ◆ Noise: Evaluate whether the project will have probable significant noise impacts that may warrant special mitigation measures. The evaluation will be based on the following factors: construction of a highway on a new location; physical alteration of an existing highway which significantly changes either the horizontal or vertical alignment; or increases in the number of through-traffic lanes. The Consultant will retain a sub-consultant to conduct a noise analysis. The scope of this item is further described in Task 5.
- ◆ Air Quality/ Mobile Source Air Toxins: Based on the IDOT's CE guidance, evaluation of air quality and/or Mobile Source Air Toxins is not required.
- ◆ Right-of-way (ROW) Displacements: Document the number of residences and businesses that will be displaced by the project and the number of acres of permanent easements that will be required.
- ◆ Cultural Resources: Retain a sub-consultant to perform a Phase I Cultural Resource Survey to evaluate if known archeological sites or historic structures are in the proximity of the project area. The scope of this item is further described in Task 5.
- ◆ Threatened and Endangered (T&E) Species: Retain a sub-consultant to perform a T&E Habitat Evaluation. The scope of this item is further described in Task 4.
- ◆ Wetlands: Perform a wetland delineation to determine if wetlands or Waters of the United States (WUS) are within the project limits. The scope of this item is further described in Task 2.
- ◆ Recreational Areas/Wild and Scenic Rivers: Review map and aerial photograph resources to document whether recreational areas (parks, playgrounds, trails, and greenbelts) or wildlife refuges are in the proximity of the project area. Based on our previous project experience, wild or scenic rivers are not present in Iowa.
- ◆ Water Resources: Document whether the project will have probable significant water quality impacts that may warrant special mitigation measures.
- ◆ Floodplain: Use the FEMA Flood Hazard Boundary Maps/ Flood Insurance Rate Maps to document if the project area is within a flood plain or floodway.
- ◆ Farmland Protection: Review the zoning designation for the project area and the Natural Resource Conservation Service (NRCS) classification of the site to evaluate whether it is identified as prime farmland. Scope does not include completion of Form AD-1006 (Farmland Conversion Impact Rating) if the project will impact 5 acres or more of farmland per mile or per site.
- ◆ Regulated Material Sites: Review a database report for regulated materials to evaluate whether the project may involve the cleanup of known hazardous materials.
- ◆ Construction/Detour Impacts: Document the construction/detour impacts for the project.
- ◆ Prepare a CE Memo using the IDOT template.

PHASE 41 – FUNCTIONAL DESIGN

The Consultant will complete functional design services. The primary focus will be on the refinement of geometric plans proposed by the S James Street Corridor Study, vertical profile development, and preliminary roadway culvert design. Proposed public utility locations, right-of-way requirements, and proposed property impacts will be incorporated.

The work to be performed by the Consultant under the Functional Design phase shall consist of the following tasks:

Task 1 – Refine Typical Sections

The Consultant will refine typical sections, including lane widths, curb section/type, sidewalk widths, right-of-way widths, pavement types, clear-zones and identification of potential storm sewer, sanitary sewer, water main, private utility locations, and street enhancements in the typical roadway section.

Task 2 – Develop Preliminary Geometrics

The Consultant will develop preliminary roadway and intersection geometrics for the improvements.

Task 3 – Develop Horizontal Alignment and Vertical Profile

Utilizing refined conceptual geometrics, the Consultant will develop horizontal alignment and vertical profile for the mainline, based on Design Criteria and preliminary roadway culvert sizing.

Task 4 –Culvert Design

The Consultant will inventory existing hydrological and hydraulic conditions and analyze the impacts the proposed improvements will have on the area wide drainage patterns. Once the impacts have been qualified, the Consultant will determine the location and size of major roadway culverts base on Chapter 2 of the SUDAS Design Manual.

Task 5 – Functional Plan Preparation

Based on functional design tasks, the Consultant will prepare functional level plans depicting proposed grading, drainage, paving, and other features of the project. The functional plans will include, but not be limited to the following:

Typical Cross-Sections (B-Sheets)

This item consists of Typical Cross Sections to be used for the proposed improvements and preliminary limits to which each Typical Section will apply.

Plan and Profile Displays

This item consists of the development of functional plan and profile displays that show the existing topography along with the proposed improvements based on the centerline. Proposed Right-of-Way and Construction Easement limits based on the ground intercept lines will be shown. Included will be linework necessary to show the design featured for the proposed improvements.

Task 6 – Opinion of Probable Construction Costs

The Consultant will prepare a Functional level opinion of probable construction cost for the project. The Opinion of Probable Construction Cost is intended for the use of the City in capital improvement planning and financing the Project. Functional cost estimates will be based on representative major project elements and recent bid information. A detailed bid item list and quantity takeoffs will not be developed for the preliminary cost estimate.

PHASE 42 – PRELIMINARY DESIGN

The Consultant will complete preliminary design services. The primary focus will be on geometric plans and profiles, existing and proposed utility locations, and right-of-way requirements. The preliminary plans will also incorporate potential elements that may affect the corridor including property impacts. The plans will show existing topographic features, proposed grading, drainage, paving, utility improvements, and other features of the project.

The work to be performed by the Consultant under Preliminary Design shall consist of the following tasks:

Task 1 - Develop Design Criteria

The Consultant will develop project design criteria to be used in developing utility improvements. Criteria will conform to City, Iowa DOT, SUDAS, and AASHTO Standards and will be in English units. The criteria to be addressed include:

- Functional classification and design type
- Design speed and Regulatory speed
- Design vehicles for intersection design
- Widths of travel lanes, parking areas, and right-of-way
- Preferred/Acceptable Clear Zone requirements
- Provisions for pedestrians and/or bicycles
- Street Lighting requirements
- Utility corridor locations

The Consultant will prepare a brief technical memorandum documenting the proposed criteria. The memorandum will be reviewed, revised, and approved by the City prior to proceeding with subsequent tasks.

Task 2 – Preliminary Typical Sections

The Consultant will develop typical sections for the mainline and sideroad street improvements. This task includes lane widths, curb section/type, sidewalk widths, right-of-way widths, pavement types, and clear zones. This task also includes identifying potential locations for storm sewer, water main, and other utilities in the typical sections. This task does not include the design calculations and capacity analysis for storm sewer or water main.

Task 3 – Preliminary Roadway Geometrics

The Consultant will develop preliminary roadway and intersection geometrics for the project based on survey centerline reestablishment, functional geometrics, and approved design criteria. Included in this task is the preliminary design of sidewalk, trail, and accessible curb ramps.

Task 4 – Preliminary Horizontal Alignments and Vertical Profiles

Utilizing preliminary geometrics; develop horizontal alignments and vertical profiles for the mainline and connecting roadways. The alignments and profiles will be developed based on the technical memorandum summarizing design criteria.

Task 5 - Preliminary Access and Site Development Modification Design

The Consultant will develop preliminary geometrics for the reconstruction of existing driveways impacted by improvements and for proposed access for planned development projects. This task includes analysis of the effects of proposed improvements on drainage, grades, and traffic patterns.

Task 6 – Preliminary Water Main Design

The Consultant will develop preliminary design layout for the replacement and relocation of existing water main within the project corridor. Includes sideroad connections, services, valves, and hydrants. The design of new water main will be based the recommendations of studies completed by McClure Engineering. Coordination with McClure is included in this task.

Task 7 – Preliminary Storm Sewer Design

This task includes an inventory of existing hydrologic and hydraulic conditions and analysis of the impacts of the proposed improvements on the area wide drainage patterns. Once the impacts have been quantified, the Consultant will develop a storm sewer system layout plan and major crossroad culverts based on Chapter 2 of the SUDAS Design Manual. The Consultant will resolve potential conflicts with underground utilities and other design elements. Vertical profiles are not developed as part of this task.

Task 8 – Preliminary Sanitary Sewer Design

The Consultant will develop preliminary design layout for new sanitary sewer within the project corridor. Includes connections to existing sanitary sewer, potential services locations, and manhole locations. Design of the sanitary sewer will be based on City input, known development plans, expected future land use, and Chapter 3 of the SUDAS Design Manual. The Consultant will resolve potential conflicts with underground utilities and other design elements. Vertical profiles are not developed as part of this task.

Task 9 – Preliminary Traffic Signal and Interconnect Design

The Consultant will develop preliminary permanent traffic signal design for the intersection of S James Street and S 19th Street. The preliminary plans will include traffic signal pole layout and major equipment layout. This task also includes gathering information on the type of equipment to be used for the project using available design standards of the City and the Manual on Uniform Traffic Control Devices (MUTCD). The Consultant will develop a typical cross-section, alignment, and profile for the future expansion of the City's traffic signal interconnect system. Included proposed handhole locations and conduit layout.

Task 10 – Roadway Lighting Photometric Design

The Consultant will select lighting poles and fixture types, design and prepare drawings of a preliminary layout, and complete a photometric analysis and report. This task does not include any electrical circuit design. The Consultant will work closely with the City and MidAmerican Energy Company to ensure that the proposed street lighting system is compatible with the overall project design and that it will meet the needs of the City.

Task 11 – Utility Conflict Identification

The Consultant will identify utility conflicts based upon the preliminary design layout and develop a tabulation with plan sheet exhibits for the purpose of working through conflict resolution. This task includes storm sewer, water main, sanitary sewer, and all private utilities including gas, electric, and communications. The Consultant will coordinate with private utility companies as described in Phase 11 – Project Coordination, Task 8 Utility Coordination and Meetings.

Task 12 – Construction Staging Plan Development

The Consultant will develop a preliminary Traffic Control concept to indicate how the project will generally be constructed and how traffic will be maintained during construction. The construction staging plan will take into consideration all elements of construction including roadway (ML/SR), storm sewer, water main, property access, and private utility relocations. With refinement and acceptance by the City, the concepts develop in preliminary plans will serve as the basis for preparing the final traffic control plan during Final Design. For estimating purposes, it is assumed that the S James Street will maintain a minimum of 2-lane traffic (1-lane each direction) during construction and that S 19th Street may be fully closed, with detour via SE 11th Street.

Task 13 – Acquisition Requirements Identification

The Consultant will identify permanent right-of-way and permanent/temporary easement needs based on the preliminary design development. The requirements will take into consideration proposed utilities, construction staging and access, utility relocations, and other critical construction elements.

Task 14 – Preparation of Preliminary Design Plans

The Consultant will prepare preliminary design plans for each segment (Segment A and Segment B), which will be approximately 60 percent complete and shall consist of the following tasks:

Preliminary Title Sheet (A Sheets)

This item consists of a title sheet for plans, including the following: Index of Sheets, Location Map, Project Number, and Design Traffic Data.

Preliminary Typical Cross Sections (B-Sheets)

This item consists of Typical Cross Sections to be used for the proposed improvements and preliminary limits to which each Typical Section will apply.

Preliminary Plan and Profile (D and E Sheets)

This item consists of preliminary plan and profile drawings. These drawings will include base mapping; existing and proposed right-of-way and easement limits; proposed alignments; existing and proposed profiles; proposed storm sewer and water main; and existing utility information.

Preliminary Right-of-way (H Sheets)

This item consists of sheets showing general parcel information, including existing and proposed right-of-way and easements, existing property lines, and property owner information.

Preliminary Traffic Control and Staging (J Sheets)

This item consists of sheets showing a suitable plan for construction scheduling and staging of the Project and for traffic control measures to be implemented during construction. Staging plan will include provisions for maintaining access to adjacent properties during construction.

Preliminary Geometric, Staking, and Jointing (L Sheets)

This item consists of sheets including details for geometric layout and dimensioning. Return radii, pavement widths, taper rates, and other design criteria elements will be dimensioned. Labeling of station/offsets, design elevations, and slopes will not be included in the preliminary plan set. Longitudinal joint spacing and lane widths will be detailed in the typical cross-sections. A full jointing plan will not be included in the preliminary plans.

Preliminary Storm Sewer Plan and Profile (M Sheets)

This item consists of plan and profile sheets for proposed storm sewer layout information.

Preliminary Sanitary Sewer Plan and Profile (MS Sheets)

This item consists of plan and profile sheets for proposed sanitary sewer layout information.

Preliminary Water Main Plan and Profile (MW Sheets)

This item consists of preliminary water main plan and profile sheets that will show proposed water main alignment, existing ground and proposed water main profiles, and hydrant and valve locations.

Preliminary Traffic Signal and Interconnect Sheets (N Sheets)

This item consists of sheets detailing traffic signal improvements for the S James Street and S 19th Street intersection and preliminary layout for a traffic signal interconnect. Preliminary traffic signal plans will include general layout information. Preliminary interconnect plans will include typical cross sections, horizontal layout, placement of handholes, and location and details for street crossings.

Preliminary Removal Plan Sheets (R Sheets)

This item consists of sheets detailing project removals.

Preliminary Sidewalk Plans (S Sheets)

This item consists of sheets for the preliminary accessible curb ramp layout and design in accordance with Chapter 12 of the SUDAS Design Manual. Preliminary plans will include recommended geometric layout, dimensions, and curb ramp locations. Running slope and cross slope grades will not be included.

Preliminary Roadway Culvert – Type, Size and Location (TS&L) Plans (V Sheets)

This item includes preliminary Type, Size, and Location (TS&L) plans for major drainage structures. Includes a Situation Plan and General Elevation consisting of cross/longitudinal section perpendicular/along roadway at the roadway culvert. Roadway curve and profile data, hydraulic data, and traffic data will be shown.

For estimating purposes, it is assumed one (1) culvert is required for this project.

Preliminary Cross Sections (W and X Sheets)

This item consists of detailed cross sections sheets (50' increments) to illustrate typical conditions, drainage design, and non-typical conditions for use during design, review, and quantity estimating purposes.

Task 15 - Field Exam

This task includes a Field Exam with the Project Development Team to discuss key issues and design concepts, including drainage, access control, traffic control/stage construction and right of-way. The review will determine the completion of the plan design, identify needed adjustments to minimize potential property impact and confirm the proposed staging plans. Revisions will be noted for preparation of the final design. Completion of the Field Exam will allow preparation for Final Plans.

Task 16 – Opinion of Probable Construction Costs

The Consultant will prepare a preliminary opinion of probable construction cost for the project. The Opinion of Probable Construction Cost is intended for the use of the City in capital improvement planning and financing the Project. Preliminary cost estimates will be based on representative major project elements and recent bid information. A detailed bid item list and quantity takeoffs will not be developed for the preliminary cost estimate.

Task 17 - Quality Control

Involves ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of preliminary plans and documents for each project segment. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the Project Team.

Review the preliminary engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

PHASE 44 - FINAL DESIGN AND SPECIFICATIONS

Based upon approved preliminary design, the Consultant shall subsequently proceed with final design, contract drawings, specifications, and opinion of probable construction costs for the award of a single Contract for the construction of the proposed improvements. Comments received from the Preliminary Design Phase plans will be implemented in the Final Design Phase plans. The work tasks to be performed include the following:

Task 1 – Incorporate Comments from Preliminary Plan Review and Field Exam

The Consultant will incorporate comments resulting from the preliminary plan review, field exam, utility coordination, and property acquisitions. Recommended modifications will be incorporated into the project design. The Consultant will revise preliminary design to incorporate City approved design changes.

Task 2 - Final Construction Plans

The Consultant will prepare Check Plans and Final Plans for each segment (Segment A and Segment B). Check Plans will 95% complete plans, with no expected design changes. The Consultant shall provide the City with the following deliverables:

Final Title Sheet (A Sheets)

This item consists of creating a title sheet for plans, including the following: Index of Sheets, Location Map, Project Number, and Design Traffic Data.

Final Typical Cross Sections and Details (B Sheets)

This item consists of Typical Cross Sections and standard details to be used for the proposed improvements.

Final Estimate of Quantities and Tabulations (C Sheets)

This item consists of final bid items to be included in the Project, final quantity tabulations, and the development of general notes and estimate reference information. Bid Items for Segment A to comply with the Iowa DOT Standard Specifications. Bid Items for Segment B to comply with SUDAS Standard Specifications.

Final Plan and Profile (D and E Sheets)

This item consists of final plan and profile drawings. These drawings will include base mapping; existing and proposed right-of-way and easement limits; proposed alignments; existing and proposed profiles; proposed storm sewer and water main; and existing utility information.

Final Detour Pavement Plan and Profile (F Sheets)

This item consists of final plan and profile drawings detailing temporary pavement required for staging and maintaining traffic.

Final Survey Reference Sheets (G Sheets)

This item consists of sheets assembling reference ties to the plan control points and benchmark data used to develop the plans and to be preserved throughout the project. This also includes any Government Controls that are found in the vicinity of the proposed construction.

Final Right-of-way Sheets (H Sheets)

This item consists of sheets showing general parcel information, including existing and proposed right-of-way and easements, existing property lines, and property owner information.

Final Traffic Control and Staging Plan (J Sheets)

This item consists of sheets showing a plan for construction scheduling and staging of the Project and for traffic control measures to be implemented during construction. Staging plan will include provisions for maintaining access to adjacent properties during construction. Layouts will be as per the requirements of the Iowa DOT and the Manual on Uniform Traffic Control Devices (MUTCD).

Final Geometric, Staking, and Jointing (L Sheets)

This item consists of jointing details, spot elevations, and geometric layout for all non-typical pavement areas.

Final Storm Sewer Plan and Profile (M Sheets)

This item consists of sheets for proposed storm sewer, storm sewer inlets, manholes, open ditches, culverts, and other storm drainage related facilities for the Project. Includes storm profiles and cross sections.

Final Sanitary Sewer Plan and Profile (MS Sheets)

This item consists of sheets for proposed sanitary sewer, manholes, services, and other sanitary sewer related facilities for the Project.

Final Water Main Plan and Profile (MW Sheets)

This item consists of final water main plan and profile sheets that will show proposed water main alignment, existing ground and proposed water main profiles, hydrant and valve locations, storm and sanitary sewer crossings, design elevations at critical crossings, and private utility impacts.

Final Traffic Signal and Interconnect Sheets (N Sheets)

This item consists of sheets detailing final traffic signal improvements for the S James Street and S 19th Street intersection.

Final traffic signal plans will include signal layout plans, wiring diagrams, major equipment, poles, signal heads, quantities, special provisions, underground interconnect, and other elements of the traffic signal installations, as necessary, to accommodate the roadway design, as well as proposed phasing and timing of traffic signals.

Final interconnect plans will include conduit layout plans, handhole locations, tracer wire and pull rope requirements, and other elements of traffic signal interconnect installation.

Final Lighting Layout Sheets (P Sheets)

This item consists of sheets for the final street lighting plan. Includes existing topography, proposed improvements, pole locations, and photometrics. The layout plans are for reference purposes. Final design plans including wiring/conduit design and the locations of handholes, transformers, and other equipment shall be issued and constructed by MidAmerican Energy.

Final Pavement Marking and Traffic Signing Sheets (PM Sheets)

This item consists of sheets detailing the final pavement markings and traffic signing to be placed into service following construction. The pavement marking and signing devices and layout will be as per the requirements of the Iowa DOT and Manual on Uniform Traffic Control Devices (MUTCD).

Final Removal Plan Sheets (R Sheets)

This item consists of sheets detailing project removals.

Final Pollution Prevention and Erosion Control Plans (RC and RR Sheets)

This item consists of erosion control sheets that include a draft pollution prevention plan, existing and proposed topography, locations of proposed best management practices, and permanent surface restoration types.

Final Sidewalk Plans (S Sheets)

This item consists of sheets for final accessible curb ramp layout and design in accordance with Chapter 12 of the SUDAS Design Manual. Final plans will include ramp locations, geometrics, dimensions, cross-slopes, running slopes, and staking information. The Iowa DOT Sidewalk Tabulation Sheet will be required for Segment A only.

Final Earthwork Quantity Sheets (T Sheets)

This item consists of sheets detailing earthwork quantities by corridor and station range.

Final Special Construction Detail Sheets (U Sheets)

This item consists of final sheets for special project details not covered elsewhere in the plans. Included are items such as special grading details, channel grading, culvert details not included in the V-Sheets, special paving details, and other required miscellaneous details required for completion of the project.

Final Roadway Culvert Plans (V-Sheets)

This item consists of final design and drafting of the plan and details for the one (1) RCB roadway culverts.

Final Cross Sections (W and X Sheets)

This item consists of detailed cross sections at 25' max. intervals, with additional cross sections included as necessary. Cross sections will illustrate existing ground elevations and final project grading, including fore slope and back slope information, special sub-grade treatments, ditches, existing and proposed pavement, and other pertinent information.

Task 3 - Project Permitting

The Consultant will assist the City in preparing applications for permits from governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall prepare the following documents for the project:

- IDNR Water Supply Construction Permit
- IDNR Wastewater Construction Permit
- Notice of Stormwater Discharge Publication
- Pollution Prevention Plan
- Floodplain development permit

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the Consultant and reimbursed by the City. The Consultant shall provide technical criteria, written descriptions, and design data for the City's use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

Task 4 - Project Manual and Special Provisions

The task consists of preparation of a Project Manual for Segment B utilizing the standard City front-end documents, including Notice of Hearing and Letting, Instruction to Bidders, Bid forms, Bond Forms, Agreement Forms, General Conditions of Construction Contract, Supplementary General Conditions, and Detailed Construction Specifications. The Statewide Urban Design and Specifications (SUDAS) manuals shall be utilized for this project.

Segment A will be let through the Iowa DOT and in accordance with the Iowa DOT Specifications. The Consultant will provide the Iowa DOT with any Special Provisions necessary for non-standard work and bid items. Preparation of a Project Manual for Segment A is not included in the Agreement.

Task 5 - Opinion of Probable Construction Cost

The Consultant shall prepare a Final Opinion of Probable Construction Cost for each Segment at the time of completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the use of the City in financing the Project.

Task 6 - Quality Control

Involve ongoing quality control input from the Project Team and the Consultant's senior technical staff throughout the development of final plans. The Consultant is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the Project Team.

PHASE 60 - PROJECT BIDDING

The Consultant will coordinate and manage the letting process for the project.

Segment A will be let through the Iowa DOT. The Consultant will submit documents and information to Iowa DOT using TPMS, including Final Plans, Project Development Certification, Bid Items, and Cost Estimate.

Segment B will be let through the City of Grimes. For estimating purposes, one (1) letting has been included as part of this Agreement.

The work tasks to be performed or coordinated by the Consultant shall include the following:

Task 1 - Printing of Plans and Specifications

This task consists of printing and handling of the Plans and Specifications. For budget purposes it is estimated that ten (10) half-size (11"x17") plan sets and specifications will be duplicated and assembled by the Consultant. This task also includes dissemination of the contract documents utilizing the QuestCDN system and maintaining a plan holders list during the bidding phase. This task will be completed for Segment B only.

Task 2 – Project Notices

The Consultant shall prepare of the formal Notice of Hearing and Letting and submit the Notice to Iowa League of Cities and Master Builder's online posting platforms. The City shall handle publication of the Notice to Bidders and Notice of Public Hearing to the paper as well as their website. This task will be completed for Segment B only.

Task 3 - Plan Clarification and Addenda

The Consultant shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify or expend the bidding documents. For estimating purposed, it is assumed one (1) addendum will be issued.

Task 4 - Letting, Bid Tabs, and Award Recommendation

The Consultant shall be a representative present when the bids and proposals are opened, shall make tabulation of bids for the Owner, shall advise the Owner on the responsiveness of the bidders, and assist the Owner in making the award of contract, including preparation of necessary contract documents. This task will be completed for Segment B only.

Project Deliverables

The scope of services shall be considered complete upon completion and delivery of the following items to the satisfaction of the City Engineer:

Segment A:

- Final Plans, Project Development Certification, Bid Items, and Estimate submitted to the Iowa DOT using TPMS
- Two (2) sets of the original Final Construction drawings delivered to the City.
- Electronic copy in PDF format of the original electronic signed final drawings (half-size 11"x17") submitted to the City.
- Two (2) copies of Parcel Exhibits
- Permanent and Temporary Easement Plats (3 copies of original signed plats)

Segment B:

- Final Plans and Opinion of Probable Construction Costs
- Two (2) sets of the original Final Construction drawings (half-size 11"x17") and final Project Manual.
- Electronic copy in PDF format of the original electronic signed final drawings (half-size 11"x17") that includes special provisions and engineer's final opinion of probable cost for the project.
- Two (2) copies of Parcel Exhibits
- Permanent and Temporary Easement Plats (3 copies of original signed plats)

ADDITIONAL SERVICES:

Additional Services are **not** included in this Agreement. If authorized under a Supplemental Agreement the Consultant shall furnish or obtain from others the following services:

- 1.) Meetings with Elected Officials (Council Meetings)
- 2.) State Revolving Fund (SRF) Applications
- 3.) Right of Way Acquisition Services
- 4.) Review Appraisals
- 5.) Eminent Domain proceedings
- 6.) Design of a wetland or WUS mitigation area if mitigation banks cannot be utilized.
- 7.) Additional T&E species studies, such as acoustic surveys, bee surveys, or botanical surveys
- 8.) Alternative Analysis for Individual Permit
- 9.) Contaminated Soils Investigations
- 10.) Streetscape Design
- 11.) Bridge Design
- 12.) Special Geotechnical Considerations
- 13.) Subsurface Utility Investigations (Potholing)
- 14.) Storm Water Pollution Prevention Monitoring
- 15.) Construction Period Services
- 16.) Construction Period Testing Services

CITY'S RESPONSIBILITIES:

The City shall provide the following:

1. Provide existing utility plans and studies.
2. Provide existing street and utility plans/record drawings and utility maps for the project area.
3. Provide existing topographic base mapping, aerial photo images and other available electronic files pertinent to the Project.

ATTACHMENT 2 - PROJECT SCHEDULE

The time of completion of the design and engineering services under this Agreement shall be as follows:

I. Basic Services of the Consultant

Anticipated Contract Approval	February 27, 2024
A. Project Coordination	March 2024 – November 2026
B. Design Survey	Spring 2024
C. Functional Design	March 2024 – June 2024
D. Environmental Services	Spring 2024
E. Concept Statement – Segment A	July 2024
F. Preliminary Plans – Segment A	December 2024
G. Platting – Segment A	February 2025
H. Final Plans – Segment A	May 2025
I. Letting – Segment A	Summer 2025
J. Preliminary Plans – Segment B	December 2025
K. Platting – Segment B	February 2026
L. Final Plans and Project Manual – Segment B	May 2026
M. Letting – Segment B	Summer 2026

ATTACHMENT 3 - SCHEDULE OF FEES

**FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2023 STANDARD HOURLY RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$240 - \$250
Project Manager	\$180 - \$240
Project Engineer	\$154 - \$240
Staff Engineer	\$127 - \$157
Planner	\$127 - \$207
Project Scientist	\$127 - \$167
Technician	\$85 - \$175
Construction Manager	\$132 - \$182
Land Surveyor	\$145 - \$205
Project Administrator	\$82 - \$102
Administrative Assistant	\$62

REIMBURSABLE EXPENSES

1. All equipment, 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 Internal Revenue Service standard mileage reimbursement rate. Field Service vehicle mileage will be reimbursed based on \$0.88 per mile.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2023. Rates subject to change annually on January 1.

CITY COUNCIL COMMUNICATION
Meeting Date: 2/27/2024

AGENDA ITEM: MidAmerican Energy Company - Underground Electrical Easement

BACKGROUND: In coordination with the reconstruction of S James St and SE 11th Street improvements, the City has previously entered into an Agreement with MidAmerican Energy Company for the relocation of overhead electric facilities to underground along S. James St. from 2nd St. to 11th St. in Grimes, IA. These improvements will require an easement for a transformer pad located at 750 S James Street.

In order to construct/maintain the transformer, MidAmerican Energy Company requires a perpetual underground electric easement over a portion of the Property.

BUDGETARY CONSIDERATIONS: None

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None

STAFF RECOMMENDATION: The staff recommends that the City Council approves the resolution.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Matt Ahrens, City Engineer, 515-986-4050, mahrens@grimesiowa.gov

Prepared by: Aaron Jarosh

Return to: Matt Ahrens

RESOLUTION 02-3024 AUTHORIZING CONVEYANCE OF UNDERGROUND ELECTRIC
EASEMENT IN CONNECTION WITH THE S JAMES STREET AND SE 11TH STREET
IMPROVEMENTS PROJECT

Grimes Resolution No. 02-3024

WHEREAS, the City of Grimes is the owner of certain public property within the city limits located at 750 S James Street, Grimes, IA, legally described as:

Lot 8 of Lienemann-Clark Subdivision, an Official Plat as recorded in Book 7264, Page 104 of the Polk County Recorder's Office, now included in and forming a part of the City of Grimes, Polk County, Iowa.

WHEREAS, the City has previously entered into an Agreement with MidAmerican Energy Company regarding the relocation of overhead electric facilities to underground along S. James St. from 2nd St. to 11th St. in Grimes, IA, WMIS 2992450.

WHEREAS, in connection with said road reconstruction project and to relocate the electrical services to underground along S. James Street, MidAmerican Energy Company requires a perpetual underground electric easement over a portion of the above-described real estate, which easement area is legally described as:

Commencing At The East Quarter Corner Of Section 6, Township 79 North, Range 25 West Of The Fifth Principal Meridian, Thence North 00° 03' 47" West, 555.89 Feet Along The East Line Of Said Section 6; Thence North 89° 35' 54" West, 40.00 Feet To The South Line Of Said Lot 8; Thence Continuing North 89° 35' 54" West, 20.00 Feet Along Said South Line; Thence North 00° 03' 47" West, 118.08 Feet To The Point Of Beginning; Thence South 89° 56' 13" West, 10.00 Feet; Thence North 00° 03' 47" West, 10.00 Feet; Thence North 89° 56' 13" East, 10.00 Feet; Thence South 00° 03' 47" East, 10.00 Feet To The Point Of Beginning.

WHEREAS, the Council finds that the conveyance of the perpetual easement for underground electric line and transformer purposes is necessary for relocation of overhead electric facilities to underground along S. James St.;

WHEREAS, the Council finds that it is in the City's best interest to grant the easement interest as set forth herein; and

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

SECTION 1. That the Mayor and City Clerk are authorized to enter into the Underground Electric Easement agreement attached hereto as Exhibit A and incorporated herein by this reference, for conveyance of the easement rights described therein.

SECTION 2. This Resolution shall be in full force and effect from and after its final passage, approval and publication as provided by law.

PASSED and APPROVED on February 27, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

Prepared by and return to: Christin Erwin	515-252-6989
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657	

**MIDAMERICAN ENERGY COMPANY
UNDERGROUND ELECTRIC EASEMENT**

Folder No.	<u>124462</u>	State of	<u>Iowa</u>	
Work Req. No.	<u>2992450</u>	County of	<u>Polk</u>	
Project No.	<u>A1145</u>	Section	<u>6</u>	
		Township	<u>79</u>	North
		Range	<u>25</u>	West of the 5 th P.M.

1. For and in consideration of the sum of One and no/100---Dollar (\$1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) **City of Grimes, an Iowa municipal corporation**, its successors and assigns ("Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("Grantee"), a perpetual, non-exclusive easement to construct, reconstruct, operate, maintain, replace or remove underground conduits, wires and cables for the transmission and distribution of electric energy and for communication and electrical controls, including other reasonably necessary equipment incident thereto (collectively "Facilities") under and on the surface of the ground, through and across certain property described below, together with the right of ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this easement ("Easement Area").

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA:

LOT 8 OF LIENEMANN-CLARK SUBDIVISION, AN OFFICIAL PLAT AS RECORDED IN BOOK 7264, PAGE 104 OF THE POLK COUNTY RECORDER'S OFFICE, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA.

EASEMENT AREA:

An underground electric easement described as follows:

Said easement area is generally depicted on Exhibit "A", attached hereto and made a part hereof.

2. Additionally, Grantee shall have the right to remove from the Easement Area described above, any obstructions, including but not limited to, trees, plants, undergrowth, buildings, fences and structures that interfere with the proper operation and maintenance of said Facilities and equipment.
3. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants or other objects on the Easement Area described above or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground elevation changes will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its Facilities.
4. In consideration of such grant, Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or other property, real or personal of the Grantor by the construction, reconstruction, maintenance, operation, replacement or removal of the Facilities (except for damage to property placed subsequent to the granting of this easement) that Grantee determines interferes with the operation and maintenance of the Facilities and associated equipment. The cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area is expected and not considered damage to the Grantor.
5. Additionally, when Grantor provides or installs duct/conduit for said Facilities, this grant shall cover and include all Facilities installed as a part of the Easement Area.
6. Grantor certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation. Grantor hereby agrees to defend, indemnify and hold harmless the Grantee from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
7. Each of the provisions of this easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any matter of dispute arising out of or related to this easement, it is agreed between the parties that the law of the jurisdiction and location where this easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof, or any conflicts of law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
8. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this easement, voluntarily gives up any right to this protection for this property with respect to claims based upon this easement.
9. Grantor warrants to Grantee that Grantor holds title to the Easement Area in fee simple and Grantor has good and lawful authority to grant the rights provided in this easement.

Dated this ____ day of _____, 20__

City of Grimes, Iowa a municipal corporation

Signed: _____

Printed: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss

This record was acknowledged before me on _____, 20__,
by _____ as _____ of
City of Grimes, Iowa, a municipal corporation.

Index Legend	
Location:	Lot 8, Lienemann-Clark Subdivision
Requestor:	MidAmerican
Proprietor:	City of Grimes
Surveyor:	Jody Budde
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	8191 Birchwood Court, Suite L Johnston, IA 50131 (515) 254-1393

PERMANENT EASEMENT

EXHIBIT 31-P1

PERMANENT ELECTRIC EASEMENT BEING CONVEYED TO MIDAMERICAN
SE 11TH STREET AND S JAMES STREET
PARCEL 31

PROPERTY OWNER:

CITY OF GRIMES
410 SE MAIN STREET, #102
GRIMES, IA 50111
BOOK 8225, PAGE 196

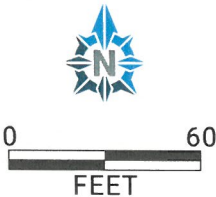
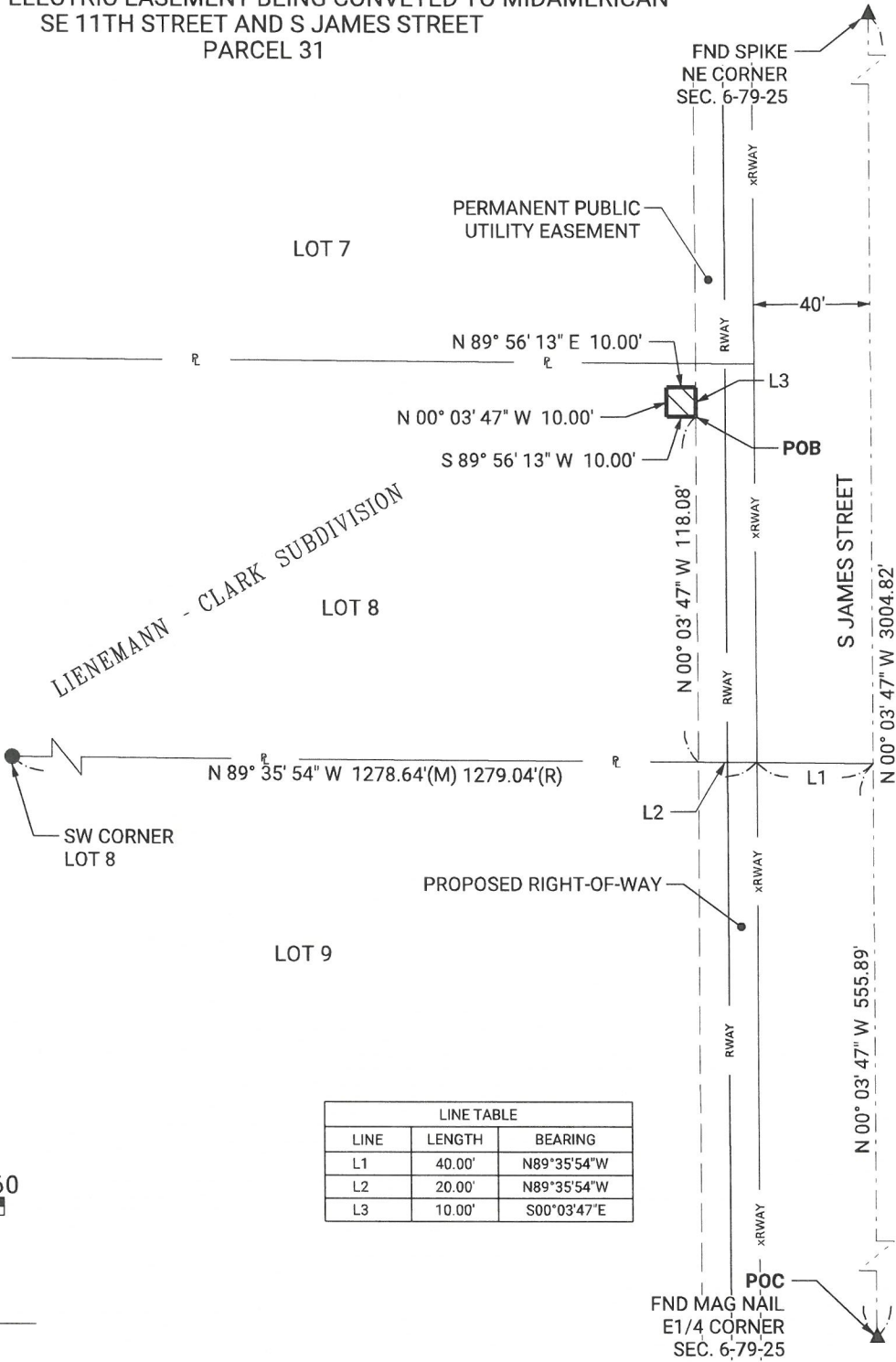
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 8 OF LIENEMANN-CLARK SUBDIVISION, AN OFFICIAL PLAT AS RECORDED IN BOOK 7264, PAGE 104 OF THE POLK COUNTY RECORDER'S OFFICE, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE NORTH 00° 03' 47" WEST, 555.89 FEET ALONG THE EAST LINE OF SAID SECTION 6; THENCE NORTH 89° 35' 54" WEST, 40.00 FEET TO THE SOUTH LINE OF SAID LOT 8; THENCE CONTINUING NORTH 89° 35' 54" WEST, 20.00 FEET ALONG SAID SOUTH LINE; THENCE NORTH 00° 03' 47" WEST, 118.08 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 56' 13" WEST, 10.00 FEET; THENCE NORTH 00° 03' 47" WEST, 10.00 FEET; THENCE NORTH 89° 56' 13" EAST, 10.00 FEET; THENCE SOUTH 00° 03' 47" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 100 SQUARE FEET OR 0.002 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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

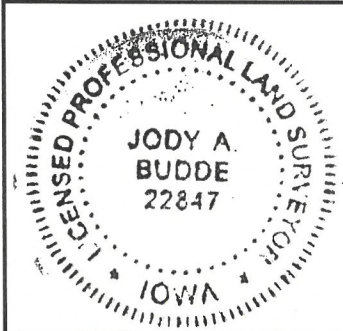


LINE TABLE		
LINE	LENGTH	BEARING
L1	40.00'	N89°35'54"W
L2	20.00'	N89°35'54"W
L3	10.00'	S00°03'47"E

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/YELLOW CAP #6807 (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - - - EXISTING LOT LINE
- R - PROPERTY LINE
- ▨ PERMANENT ELECTRIC EASEMENT

FIELD SURVEY COMPLETED: JULY 2022



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

JODY A. BUDDE, P.L.S.
License Number: 22847
My license renewal date is DECEMBER 31, 2024.
Pages or sheets covered by this seal: 1 OF 1

SURVEY FOR:

CITY OF GRIMES
410 SE MAIN STREET, #102
GRIMES, IA 50111
PHONE: (515) 986-4050



SHEET
1 OF 1

FOTH PROJECT NO. 22G020-01 DATE: 9/20/2023

CITY COUNCIL COMMUNICATION
Meeting Date: 2/27/2024

AGENDA ITEM: Resolution Approving the Lease Agreement Between the City of Grimes and the Dallas Center Grimes Softball Club for Use of the North Complex Softball Fields

BACKGROUND: The Dallas Center-Grimes Softball Club has leased Grimes North Complex softball fields for its leagues and practices for a number of years and would like to continue to do so. As in past years, the agreement states that the fee paid to the City will be based on the rate of \$5 per registered softball player.

BUDGETARY CONSIDERATIONS: Revenue estimate: \$1000 for 2024

STRATEGIC PLANNING:

Prioritized: X YES

*High-Performing Organization/Exception Professional Services

*Great Place to Live/Expanded Quality of Life Amenities

*Dynamic Town/Strong Sense of Community X

*More Beautiful/Vibrant Community

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION: Staff recommends approving the lease agreement

RESPONSIBLE STAFF/CONTACT INFORMATION:

Tim Smith, Recreation Manager, 515-986-2143, tsmith@grimesiowa.gov

Prepared by: Brian Becker

Return to: Brian Becker

RESOLUTION APPROVING THE LEASE AGREEMENT BETWEEN THE CITY OF GRIMES
AND THE DALLAS CENTER GRIMES SOFTBALL CLUB FOR USE OF THE NORTH
COMPLEX SOFTBALL FIELDS

Grimes Resolution No. 02-3124

WHEREAS, the City of Grimes Park and Recreation Department (Grimes) has determined a need to provide sports fields to the public at the North Sports Complex, located at 700 NW 27th St and

WHEREAS, the Dallas Center Grimes Softball Club has a need to lease space at the North Complex and

WHEREAS, the Dallas Center Grimes Softball Club provides softball opportunities to Grimes residents and

WHEREAS, Grimes proposes the attached lease agreement and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor and City Clerk are authorized to execute the attached lease agreement 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 27th day of February 2024, and approved by the Mayor on the 27th day of February, 2024.

PASSED and APPROVED on February 27, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

**CITY OF GRIMES
PARKS AND RECREATION DEPARTMENT
Grimes North Complex Facility Use Agreement
Dallas Center Grimes Softball Association**

THIS FACILITY USE AGREEMENT (Agreement) entered into on 4-7-24,

2024. Dallas Center Grimes Softball Association ("USER") for rental of a portion of the CITY owned Grimes North Complex Facility, located at 700 NW27th Street, Grimes, Iowa, by the USER, under the following terms:

I. The term of this Agreement shall be from April 1, 2024, to October 20, 2026. The Agreement shall be in full force and effect upon being executed by the parties hereto. The USER shall have the right to use of the fields listed under Section VII of this during the term of this Agreement as and as scheduled by the CITY.

II. The USER agrees to do the following as consideration for this Agreement:

A. Deliver to the Parks and Recreation Department at 410 SE Main Street, Grimes, Iowa 50111:

1. A signed copy of this Agreement; and
2. A Certificate of Insurance in compliance with Attachment I of this Agreement; and
3. Payment of field rental charges and fees calculated under Section

VIII

at least 7 days before first date of use.

B. USER shall comply with all rules and regulations now or hereinafter established by the CITY regarding the North Complex, as the same may be amended from time to time, including those listed on page 7 of this Agreement ("the Rules").

C. Keep the facility in a clean condition after each session or period of use, including removal of trash from the fields and dugouts, raking bases, pitching mounds, and heavily used areas after each use to remove holes and divots.

D. Be responsible for Practices or League play as follows:

1. Provide a copy of all marketing and advertising materials and signage, vehicles, and banners to be displayed or posted at the Grimes North Complex at least 14 days prior to use or distribution for review and approval by the Parks and Recreation Director or his designee at the CITY address listed in Section II(A). Materials must receive the written approval of the Director or his designee prior to display or posting. The CITY reserves the right to deny use of sponsorship names/logos which conflict with any other sponsorships at other City facilities.
2. Submit a schedule of field use times for approval to the Recreation Manager by March 10 of each year.
3. USER shall have sole responsibility of managing and supervising its softball games and practices and all related activities to be conducted at the North Complex, including the Rules. USER shall have sole responsibility for the safety of participants, spectators, and players, including responsibility for clearing the fields in the event of lightning or other inclement weather conditions.
4. Provide any first aid or necessary medical personnel and supplies for USER activities, and supply written information in this regard to the CITY

E. Pay for replacement and labor costs for any damage to the facility or its equipment, other than reasonable wear and tear.

F. Pay an additional \$250.00 clean up fee for any date in which City staff cleans up or prepares the North Complex for use as the result of these tasks not being completed by the USER to the CITY's sole judgment and satisfaction.

G. If musical works will be performed, played or broadcast during USER'S scheduled use of the facility, USER agrees that it will have the appropriate

copyright and performance licenses authorizing such performance from the appropriate performing copyrights licensing organization.

- H. The USER agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Grimes, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the City as provided for in Attachment 1 to this Agreement. The USER agrees to obtain and maintain in continuous effect during the term of this Agreement and while any of its obligations under this Agreement remain unsatisfied, the insurance coverages set forth in Attachment 1, with amounts, coverages, limits, exclusions and endorsements as therein provided.
- III. The City shall provide full food and beverage concessions service through a third-party vendor during weekend youth tournaments. In no event shall USER have the right to use the concession facilities for the sale of food, drink or merchandise. Only non-food and non-beverage merchandise (such as apparel) not provided by the CITY's concessionaire may be sold by USER at the Grimes North Complex if USER has received the written approval of the CITY Parks and Recreation Director or his designee. USER must submit a list of all proposed merchandise at least 30 days prior to the commencement of this Agreement for review and approval by the Parks and Recreation Director or his designee, which approval may be withheld by the CITY at its sole discretion.
- A. If multiple parties will have use of the facility during the term of this Agreement, the Parks and Recreation Director or his/her designee shall have sole discretion to determine the priority of field use at the facility among such multiple users, such as other tournaments or league play.
- B. The City shall provide full food and beverage concessions service through a third-party during youth softball tournaments. In no event shall USER have the right to use the concession facilities.
- IV. The CITY agrees to do the following:
- A. Provide use of Grimes North Complex fields after commencement of the Agreement for the USER during the dates the facility is officially opened for field numbers 1 - 6.
- B. Control the opening and closing of the facility, clean and maintain the concession area and restrooms, and remove garbage from trash receptacles, all in conformance with the CITY's usual practices.
- C. Determine which fields will be used for tournaments, practices or league play.
- D. After consulting with USER, determine the playability of the fields based on turf and weather conditions including the decision whether to delay or cancel league or tournament play. If play is cancelled due to inclement weather conditions, another date or dates may be reserved by the USER based on availability of fields.
- V. This Agreement may be terminated in writing for the following reasons:
- A. Unsatisfactory performance by the USER as determined at the sole discretion of the CITY; or
- B. By mutual agreement of both parties.
- VI. This Agreement contains the whole agreement of the parties, and any modification thereof must be in writing signed by the parties hereto. USER shall have no right to assign this Agreement without the prior written consent of the CITY, which consent may be withheld by the CITY at its sole discretion.
- VII. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. The parties agree the personal jurisdiction of the Iowa District Court in Polk County, Iowa, for any legal action arising out of this Agreement.
- VIII. Fees and Charges for North Complex softball field use is \$5.00 per registered softball player per season.

OFFICIAL USER CONTACT:

NAME Courtney Fry (Board president)
Dallas Center Grimes Softball Association

ADDRESS CITY, STATE, ZIP CODE
2937 NE Brentwood Cir
Grimes, IA 50111

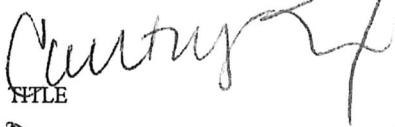
CELL NUMBER
515.745.2444

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below:
USER

NAME OF ORGANIZATION

Dallas Center Grimes Softball Association

AUTHORIZED SIGNATURE (Sign and Print Name)

 Courtney Fox

DCGSA Board President

ADDRESS CITY, STATE, ZIP

P.O. Box 512
Grimes, IA 50111

TELEPHONE NUMBER / EMAIL

cfx829@gmail.com

DATE

2/4/2024

CITY OF GRIMES CONTACT:

CITY OF GRIMES CONTACT:

Tim Smith

Recreation Manager

Park and Recreation Department

410 SE Main Street

Grimes, IA 50111

Office: (515) 513-4404 Cell (515) 865-6564

APPROVED:

Scott Mikkelsen, City of Grimes Mayor

Date

The Grimes North Complex Park Rules

- No outside food may be brought into the park
- Any fans, coaches or players exhibiting poor sportsmanship may be removed and/or suspended from the complex
- No smoking allowed in the park

□ ATTACHMENT 1

CITY OF GRIMES, IOWA STANDARD PARKS FACILITY USE AGREEMENT

INSURANCE & INDEMNIFICATION REQUIREMENTS

For purposes of this Attachment and all provisions included herein, the term "Contractor" means and includes the USER, its officers, agents, employees, subcontractors and others under the control of Contractor. The term "CITY" means the City of Grimes, Iowa including its elected and appointed officials, agents, employees and volunteers.

1. GENERAL

The Contractor shall purchase and maintain insurance to protect the Contractor and CITY throughout the duration of the Agreement. Said insurance shall be provided by insurance companies "admitted" or "nonadmitted" to do business in the State of Iowa having no less than an A. M. Best Rating of "B+." All policies shall be written on an occurrence basis and in form and amounts satisfactory to the CITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the CITY prior to Agreement execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE:

The Contractor shall procure and maintain Worker's Compensation Insurance, including Employer's Liability Coverage, both written with State of Iowa statutory limits. *Waiver of Subrogation in favor of the CITY is required.*

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The Contractor shall procure and maintain Commercial General Liability insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and

(f) Explosion, Collapse and Underground- XCU (when applicable). *Waiver of Subrogation in favor of the CITY is required.*

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form.

C. CONTRACTUAL LIABILITY: The General Liability Insurance policy shall include Contractual Liability coverage equivalent to that included in ISO standard form CG 0001. The CITY shall not be included as an Additional Insured.

D. CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT: The General Liability Insurance policy shall be endorsed to provide the CITY with no less than thirty (30) days Advance Written Notice of Cancellation, forty-five (45) days Advance Written Notification for Nonrenewal and ten (10) days Written Notification of Cancellation due to non-payment of premium. *Written notifications shall be sent to: City of Grimes, 410 SE Main Street.*

E. WAIVER OF SUBROGATION: To the fullest extent permitted by law, Contractor hereby releases the CITY, including its appointed officials, agents, employees and volunteers and others working on its behalf, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise for any loss without regard to the fault of the CITY or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The Contractor's policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of the CITY.

F. PROOF OF INSURANCE: The Contractor shall provide to the CITY Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through E above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the contract or agreement under "Description of Operations/ Locations/ Vehicle/Special Items". A Copy of the Cancellation and Nonrenewal Notification Endorsement shall be submitted with the Certificates of Insurance. *Mail Certificates of Insurance to: City of Grimes, 410 SE Main Street.*

G. AGENTS AND SUBCONTRACTORS: The Contractor shall require that any of its agents and subcontractors who perform work and/or services on behalf of the Contractor purchase and maintain the types of insurance customary for the services being provided.

3. INDEMNIFICATION REQUIREMENTS

To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by the CITY by reason of any injury or loss including, but not limited to, personal injury; including bodily injury or death, property damage; including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Contractor's use or occupancy of the Grimes City Park, including all facilities thereon (hereinafter "City property"), including, without limitation, if such losses or injuries are incurred by the Contractor's staff and/or the team members and staff of any teams using or occupying City property at the invitation of the Contractor or any sanctioning body with which the Contractor is affiliated.

Contractor's obligation to indemnify the CITY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Contractor arising out of or in any way connected or associated with Contractor's use or occupancy of City property, except to the extent caused by or resulting from the negligence of the CITY.

Contractor expressly assumes responsibility for any and all damage caused to CITY property arising

out of or in any way connected or associated with Contractor's use or occupancy of City property.

Contractor shall ensure that its activities on CITY property will be performed and supervised by adequately trained and qualified personnel and Contractor will observe all applicable safety rules.

AGREEMENTS/North Complex Contract

-3-

CITY COUNCIL COMMUNICATION
Meeting Date: 2/27/2024

AGENDA ITEM: Resolution Approving Equipment Transactions Pursuant to FY24 Budget

BACKGROUND: The City of Grimes Parks and Recreation Department is requesting the purchase of new equipment pursuant to the FY25 budget.

A John Deere 4075R tractor with loader and seeder attachments is needed to allow city staff to conduct day to day operations at the various sports complexes, parks and city properties throughout the City. The City of Grimes will trade-in an existing John Deere 5093 Tractor to help lower the cost of the new tractor purchase. The 4075R tractor will be used but not limited to helping with snow removal, loading and unloading various products, spraying athletic fields and ROW mowing. On top of the Trade-in the City will also be utilizing sourcewell pricing for the purchase of the tractor and attachments.

SportaFlex temporary fencing panels are vital in ensuring the GrimesPlex is utilized to the full potential for various different activities and sports. The addition of (150) panels will ensure that the complex has the adequate amount of panels for the upcoming events scheduled at the GrimesPlex. SportaFlex is a sole source item and is being selected because the City has already purchased SportaFlex temporary fencing and this new addition is important to match existing temporary fencing.

The addition of various baseball/softball equipment is important in ensuring GrimesPlex has the proper equipment and tools for athletes, coaches and staff to provide top class accommodations for the GrimesPlex. Victory Mounds was selected using the three bid process to purchase bullpen softball mats, bullpen homeplates and screens for practices and games at the GrimesPlex. Victory Mounds is located West Des Moines and was found to be the low bid from the quotes we did receive back in a timely manner.

BUDGETARY CONSIDERATIONS: The requested equipment purchases were budgeted for in the FY 2024-2025 budget utilizing Sourcewell pricing.

The John Deere 4075R w/ attachments would be purchased at the cost of \$64,508.42 utilizing Sourcewell contract #31121-DAC.

SportaFlex Temporary Fencing would be purchased at the cost of \$65,892.50 utilizing sole source pricing.

Victory Mounds softball/baseball equipment would be purchased at the cost of \$20,306.69 utilizing the three bid process.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

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

BOARD/COMMISSION ACTIONS: Approved equipment purchases in the FY24 budget.

STAFF RECOMMENDATION: Approval

RESPONSIBLE STAFF/CONTACT INFORMATION:

Alex Miller, Sports Facility Manager, 515-986-2143, amiller@grimesiowa.gov

Prepared by: Alex Miller

Return to: Alex Miller

RESOLUTION 02-3224 APPROVING EQUIPMENT TRANSACTIONS PURSUANT TO FY24
BUDGET

Grimes Resolution No. 02-3224

WHEREAS, the Parks and Recreation Department has budgets for and planned certain equipment purchases; and

WHEREAS, the City's Purchasing Policy as adopted prescribes the solicitation of quotes, state bid, or the utilization of a purchasing consortium and the proposed acquisitions meet those policy requirements; and

WHEREAS, equipment and contractor lead time is becoming increasingly difficult to schedule purchases and services; and

WHEREAS, the Sports Facility Manager recommends the following equipment acquisitions:

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

Section 1. The following acquisitions including add-ons and labor are hereby approved:

Equipment Description	Use	Cost
John Deere 4075R w/ attachments	Parks, trails, streets, ROW and Sports Facilities	\$64,508.42
SportaFlex Fencing	GrimesPlex	\$65,892.50
Victory Mounds Equipment	GrimesPlex	\$20,306.69
TOTAL		\$150,707.61

PASSED and APPROVED on February 27, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

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

**ADDRESS**

Alex Miller
Grimes Complex

SHIP TO

Alex Miller
Grimes Complex
1000 NE Heritage Dr.
Grimes IA 50111

Estimate 1451**DATE 02/08/2024****EXPIRATION DATE 02/15/2024****SHIP VIA**

Freight

TRACKING NO.

TBD

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Field Equipment	Softball Pitching Mats With Power Line / Foam Backing Green Turf	36	249.99	8,999.64
	Shipping	Shipping on Turf Mats to Grimes, IA	1	425.00	425.00
	Field Equipment	Throw Down Home plates	36	19.50	702.00
	Shipping	Shipping on Home plates to Grimes, IA	1	107.55	107.55
	Field Equipment	7x7 L Screens #60 knotted netting NO Padding	18	376.25	6,772.50
	Field Equipment	Wheel kits for L-Screens	18	95.00	1,710.00
	Shipping	Shipping L Screens and wheel kits to Grimes, IA	1	295.00	295.00
	Shipping	Shipping all stocked game mounds to Grimes, IA	1	1,295.00	1,295.00

Thanks for your interest in Victory Mounds!

Call Mike with any questions: 515-238-3776

TOTAL**\$20,306.69****Accepted By****Accepted Date**

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513

- ☐ Signature on all LOIs and POs with a signature line

- ☐ Contract name or number; or JD Quote ID

- ☐ Sold to street address

- ☐ Ship to street address (no PO box)

- ☐ Bill to contact name and phone number

- ☐ Bill to address

- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

- ☐ Membership number if required by the contract

For any questions, please contact:

Travis Dykstra

Van-Wall Equipment, Inc.
1872 330th Street
Madrid, IA 50156

Tel: 515-795-3400

Fax: 515-795-3068

Email: travis.dykstra@vanwall.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Van-Wall Equipment, Inc.
1872 330th Street
Madrid, IA 50156
515-795-3400
mailbot.jd@vanwall.com

Quote Summary
Prepared For:

Alex Miller
CITY OF GRIMES
Alex Miller
1700 SE DESTINATION DR
GRIMES, IA 50111
Business: 515-986-4444
AMILLER@GRIMESIOWA.GOV

Delivering Dealer:

Van-Wall Equipment, Inc.
Travis Dykstra
1872 330th Street
Madrid, IA 50156
Phone: 515-795-3400
travis.dykstra@vanwall.com

Quote ID: 30399572
Created On: 19 February 2024
Last Modified On: 19 February 2024
Expiration Date: 19 March 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 4075R Compact Utility Tractor (60 PTO hp) Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) Price Effective Date: February 18, 2024	\$ 73,984.00	\$ 61,185.28 X	1 =	\$ 61,185.28
JOHN DEERE 440R Loader Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) Price Effective Date: February 18, 2024	\$ 8,977.00	\$ 7,361.14 X	1 =	\$ 7,361.14
VREDO DZ5 140 Single Compact - (Open Market) Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) Price Effective Date:	\$ 28,150.00	\$ 25,962.00 X	1 =	\$ 25,962.00
Equipment Total				\$ 94,508.42

Trade In Summary	Qty	Each	Extended
2009 JOHN DEERE 5093E - LV5093E160756	1	\$ 30,000.00	\$ 30,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 30,000.00
Trade In Total			\$ 30,000.00

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Van-Wall Equipment, Inc.
1872 330th Street
Madrid, IA 50156
515-795-3400
mailbot.jd@vanwall.com

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 94,508.42
Trade In	\$ (30,000.00)
SubTotal	\$ 64,508.42
Est. Service Agreement Tax	\$ 0.00
Total	\$ 64,508.42
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 64,508.42

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 30399572 **Customer Name:** CITY OF GRIMES

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Van-Wall Equipment, Inc.
1872 330th Street
Madrid, IA 50156
515-795-3400
mailbot.jd@vanwall.com

JOHN DEERE 4075R Compact Utility Tractor (60 PTO hp)

Hours: **Suggested List ***
Stock Number: \$ 73,984.00
Contract: Sourcewell Grounds Maintenance 031121-DAC **Selling Price ***
(PG NB CG 70) \$ 61,185.28
Price Effective Date: February 18, 2024

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
039ALV	4075R Compact Utility Tractor (60 PTO hp)	1	\$ 68,049.00	18.00	\$ 12,248.82	\$ 55,800.18	\$ 55,800.18
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1520	eHydro™	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1795	Less Loader	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
2051	Snow Cab with Air Ride Seat	1	\$ 2,228.00	18.00	\$ 401.04	\$ 1,826.96	\$ 1,826.96
2660	Factory Installed Stereo	1	\$ 705.00	18.00	\$ 126.90	\$ 578.10	\$ 578.10
4061	Less iMatch™ Quick Hitch Category 1	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5240	16.9-24 (6PR, R4 Industrial, 2 Position)	1	\$ -50.00	18.00	\$ -9.00	\$ -41.00	\$ -41.00
6240	10-16.5 (6PR, R4 Industrial, 2 Position)	1	\$ 172.00	18.00	\$ 30.96	\$ 141.04	\$ 141.04
Standard Options Total			\$ 3,055.00		\$ 549.90	\$ 2,505.10	\$ 2,505.10
Dealer Attachments/Non-Contract/Open Market							
LSW	Front Soft Turf Tires (open market)	2	\$ 360.00	0.00	\$ 0.00	\$ 720.00	\$ 720.00
LSW	Rear Soft Turf Tires (open market)	2	\$ 1,080.00	0.00	\$ 0.00	\$ 2,160.00	\$ 2,160.00
Dealer Attachments Total			\$ 2,880.00		\$ 0.00	\$ 2,880.00	\$ 2,880.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 73,984.00		\$ 12,798.72	\$ 61,185.28	\$ 61,185.28

Selling Equipment

Quote Id: 30399572 Customer Name: CITY OF GRIMES

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Van-Wall Equipment, Inc.
1872 330th Street
Madrid, IA 50156
515-795-3400
mailbot.jd@vanwall.com

JOHN DEERE 440R Loader

Equipment Notes:

Hours:

Stock Number:

Contract: Sourcewell Grounds Maintenance 031121-DAC
(PG NB CG 70)

Price Effective Date: February 18, 2024

Suggested List *

\$ 8,977.00

Selling Price *

\$ 7,361.14

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1390P	440R Loader	1	\$ 8,538.00	18.00	\$ 1,536.84	\$ 7,001.16	\$ 7,001.16
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1402	Mounting frame	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
2401	440R Non Self Leveling Loader (NSL)	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
4401	Hoses to tractor mid-valve	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5370	Hood guard	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
6995	Less ballast box	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
7410	Skid Steer carrier	1	\$ 412.00	18.00	\$ 74.16	\$ 337.84	\$ 337.84
8144	73 In. (1850 mm) High Volume Bucket with Skid Steer Connection	1	\$ 27.00	18.00	\$ 4.86	\$ 22.14	\$ 22.14
Standard Options Total			\$ 439.00		\$ 79.02	\$ 359.98	\$ 359.98
Total Selling Price			\$ 8,977.00		\$ 1,615.86	\$ 7,361.14	\$ 7,361.14

VREDO DZ5 140 Single Compact - (Open Market)

Equipment Notes:

Hours: 0

Stock Number:

Contract: Sourcewell Grounds Maintenance 031121-DAC
(PG NB CG 70)

Price Effective Date:

Suggested List *

\$ 28,150.00

Selling Price *

\$ 25,962.00

* Price per item - includes Fees and Non-contract items

Selling Equipment

Quote Id: 30399572 **Customer Name:** CITY OF GRIMES

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Van-Wall Equipment, Inc.
1872 330th Street
Madrid, IA 50156
515-795-3400
mailbot.jd@vanwall.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
S140	VREDO DZ5 140 Single Compact	1	\$ 27,350.00	8.00	\$ 2,188.00	\$ 25,162.00	\$ 25,162.00
Other Charges							
	Freight	1	\$ 600.00			\$ 600.00	\$ 600.00
	Customer Setup	1	\$ 200.00			\$ 200.00	\$ 200.00
			\$ 800.00			\$ 800.00	\$ 800.00
Suggested Price							\$ 25,962.00
Total Selling Price			\$ 28,150.00		\$ 2,188.00	\$ 25,962.00	\$ 25,962.00

Trade-in

Quote Id: 30399572**Customer Name:** CITY OF GRIMES**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

2009 JOHN DEERE 5093E	
SN# LV5093E160756	
Machine Details	
Description	Net Trade Value
2009 JOHN DEERE 5093E	\$ 30,000.00
SN# LV5093E160756	
Your Trade In Description	
Additional Options	
Hour Meter Reading	1400
Total	\$ 30,000.00
Original Factory Build Codes	
Code	Description
3500	5E LESS MID SCV
0550	PK1 - REAR IMPL PKG
5066	19.5L-24 10PR R4 TL GY
0200	COUNTRY CODE - NA
0402	ENGLISH OM
6130	12.5/80-18 10PR 13 R4TL FS
Warranty Coverage	
BASIC WARRANTY	BASIC 24M/2000H
	01-Jul-2011
	0

Sportaflex, LLC

1042 N Higley Rd #102-410
Mesa, AZ 85205
+1 8005113596
sales@sportaflex.com



Estimate

ADDRESS	SHIP TO	ESTIMATE	23776
Alex Miller	Alex Miller	DATE	02/13/2024
City of Grimes	City of Grimes	EXPIRATION	03/13/2024
	1000 NE Heritage Dr	DATE	
	Grimes, IA 50111		

ACTIVITY	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
1114-2	Sportaflex Premier 4.5' Spring Frame	150	171.25	25,687.50
4004-2	Mesh Panel Debris Net 4 ft.	150	55.00	8,250.00
1310-5	Steel Spring Baseplate for Premier Fence- FOR USE WITH SPRINGS. for use on turf or other areas where surface penetration is prohibited 38 lb. Steel with dual 1 1/4" cups and carrying Handle (Please note: Supplemental Sand bags may be required in Windy Conditions)	154	137.50	21,175.00
1320-3	Steel Spring For Baseplate, PostAnchor or Base Anchor	308	35.00	10,780.00
Shipping Quote	Shipping Quote - Finalized once delivery is shipped and supplment invoice could be sent thereafter.	1	5,000.00	5,000.00
Discount	Multi-Field Discount	1	-5,000.00	-5,000.00

This quote is valid for 30 days.		SUBTOTAL	65,892.50
		TAX	0.00
		TOTAL	\$65,892.50

Accepted By

Accepted Date

CITY COUNCIL COMMUNICATION
Meeting Date: 2/27/2024

AGENDA ITEM: Approving the Lease Agreement Between the City of Grimes and The Dallas Center Grimes Soccer Club for Use of the South Complex Soccer Fields

BACKGROUND: The Dallas Center-Grimes Soccer Club has leased Grimes South Complex soccer fields for its leagues and practices for a number of years and would like to continue to do so. As in past years, the agreement states that the fee paid to the City will be based on the rate of \$5 per registered soccer player.

BUDGETARY CONSIDERATIONS: 2024 revenue estimate: \$4500

STRATEGIC PLANNING:

Prioritized: X YES

*High-Performing Organization/Exception Professional Services

*Great Place to Live/Expanded Quality of Life Amenities

*Dynamic Town/Strong Sense of Community X

*More Beautiful/Vibrant Community

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION: Staff recommends approving the lease agreement.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Tim Smith, Recreation Manager, 515-986-2143, tsmith@grimesiowa.gov

Prepared by: Brian Becker

Return to: Brian Becker

RESOLUTION APPROVING THE LEASE AGREEMENT BETWEEN THE CITY OF GRIMES
AND THE DALLAS CENTER GRIMES SOCCER CLUB FOR USE OF THE SOUTH
COMPLEX SOCCER FIELDS

Grimes Resolution No. 02-3324

WHEREAS, the City of Grimes Park and Recreation Department (Grimes) has determined a need to provide sports fields to the public at the South Sports Complex, located at 750 South James St and;

WHEREAS, the Dallas Center Grimes Soccer Club has a need to lease space at the South Complex and;

WHEREAS, the Dallas Center Grimes Soccer Club provides soccer opportunities for Grimes residents and;

WHEREAS, The City of Grimes proposes the attached lease agreement be approved.

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

PASSED and APPROVED on February 27, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

CITY OF GRIMES
PARK AND RECREATION DEPARTMENT
Grimes South Sports Complex Facility Use Agreement

THIS FACILITY USE AGREEMENT (Agreement) entered into on 2-20-24, 2024. **Dallas Center-Grimes Soccer Club** ("USER") for rental of a portion of the CITY-owned Grimes South Sports Complex Facility, located at 700 NW27th Street, Grimes, Iowa, by the USER, under the following terms:

- I. The term of this Agreement is from March 28 to October 28, 2024. The Agreement shall be in full force and effect upon being executed by the parties hereto. The USER shall have the right to use the fields listed under Section VII of this during the term of this Agreement as and as scheduled by the CITY.
- II. The USER agrees to do the following as consideration for this Agreement:
 - A. Deliver to the Park and Recreation Department at 410 SE Main Street, Grimes, Iowa 50111:
 1. A signed copy of this Agreement; and
 2. A Certificate of Insurance in compliance with Attachment 1 of this Agreement; and
 3. Payment of field rental charges and fees calculated under Section VIII at least 7 days before the commencement of this Agreement.
 - B. USER shall comply with all rules and regulations now or hereinafter established by the CITY regarding the South Sports Complex, as the same may be amended from time to time, including those listed on page 7 of this Agreement ("the Rules").
 - C. Keep the facility in a clean condition after each session or period of use, including removal of trash from the fields and dugouts, raking bases, pitching mounds, and heavily used areas after each use to remove holes and divots.
 - D. Be responsible for Practices or League play as follows:
 1. Provide a copy of all marketing and advertising materials and signage, vehicles, and banners to be displayed or posted at the Grimes South Sports Complex at least 14 days before use or distribution for review and approval by the Parks and Recreation Director or his designee at the CITY address listed in Section II(A). Materials must receive the written

approval of the Director or his designee prior to display or posting. The CITY reserves the right to deny use of sponsorship names/logos which conflict with any other sponsorships at other City facilities.

2. Submit a schedule of field use times for approval to the Recreation Coordinator at least 10 days prior to the start of the season and every two (2) weeks during the season.
 3. USER shall have sole responsibility of managing and supervising its soccer games and practices and all related activities to be conducted at the South Sports Complex, including the Rules. USER shall have sole responsibility for the safety of participants, spectators, and players, including responsibility for clearing the fields in the event of lightening or other inclement weather conditions.
 4. Provide any first aid or necessary medical personnel and supplies for USER activities, and supply written information in this regard to the CITY
- E. Pay for replacement and labor costs for any damage to the facility or its equipment, other than reasonable wear and tear.
- F. Pay an additional \$250.00 clean-up fee for any date on which City staff cleans up or prepares the South Sports Complex for use as a result of these tasks not being completed by the USER to the CITY's sole judgment and satisfaction.
- G. If musical works will be performed, played, or broadcast during USER'S scheduled use of the facility, USER agrees that it will have the appropriate copyright and performance licenses authorizing such performance from the appropriate performing copyrights licensing organization.
- H. The USER agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Grimes, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the city as provided for in Attachment 1 to this Agreement. The USER agrees to obtain and maintain in continuous effect during the term of this Agreement and while any of its obligations under this Agreement remain unsatisfied, the insurance coverages set forth in Attachment 1, with amounts, coverages, limits, exclusions, and endorsements as therein provided.

- III. In no event shall USER have the right to use the concession facilities for the sale of food, drink or merchandise. Only non-food and non-beverage merchandise (such as apparel) may be sold by USER at the Grimes South Sports Complex if USER has received the written approval of the Parks and Recreation Director or his designee. USER must submit a list of all proposed merchandise at least 30 days before the commencement of this Agreement for review and approval by the Parks and Recreation Director or his designee, which approval may be withheld by the CITY at its sole discretion.
- A. If multiple parties will have use of the facility during the term of this Agreement, the Park and Recreation Director or his/her designee shall have sole discretion to determine the priority of field use at the facility among such multiple users, such as other tournaments or league play.
- IV. The CITY agrees to do the following:
- A. Provide use of Grimes South Sports Complex soccer fields after commencement of the Agreement for the USER during the dates the facility is officially opened for the soccer fields located at the South Complex.
- B. Clean and maintain the restroom area and remove garbage from trash receptacles, all in conformance with the CITY's usual practices.
- C. Determine which fields will be used for tournaments, practice, or league play.
- D. After consulting with USER, determine the playability of the fields based on turf and weather conditions including the decision whether to delay or cancel league or tournament play. If play is canceled due to inclement weather conditions, another date or dates may be reserved by the USER based on the availability of fields.
- V. This Agreement may be terminated in writing for the following reasons:
- A. Unsatisfactory performance by the USER as determined at the sole discretion of the CITY; or
- B. By mutual agreement of both parties.
- VI. This Agreement contains the whole agreement of the parties, and any modification thereof must be in writing and signed by the parties hereto. USER shall have no right to assign this Agreement without the prior written consent of the CITY, which consent may be withheld by the CITY at its sole discretion.
- VII. This Agreement shall be governed by and construed in accordance with the laws of the

State of Iowa. The parties agree the personal jurisdiction of the Iowa District Court in Polk County, Iowa, for any legal action arising out of this Agreement.

- VIII. Fees and Charges for use of the soccer fields at the South Complex are \$5 per player per season.

OFFICIAL USER CONTACT:

NAME

ADDRESS

CITY, STATE, ZIP CODE

CELL NUMBER

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below:

USER

NAME OF ORGANIZATION

AUTHORIZED SIGNATURE (Sign and Print Name)

TITLE

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER / EMAIL

DATE

CITY OF GRIMES CONTACT:

Dylan Sloan
Recreation Coordinator
Park and Recreation Department
410 SE Main Street
Grimes, IA 50111
Office: (515) 514-1046 Cell: (319) 213-3685

APPROVED:

Scott Mikkelsen, City of Grimes Mayor

Date

Attest:

Rochelle Williams, City Clerk

The Grimes South Sports Complex Park Rules

- Any fans, coaches or players exhibiting poor sportsmanship may be removed and/or suspended from the complex
- No smoking allowed in the park

ATTACHMENT 1

CITY OF GRIMES, IOWA STANDARD PARKS FACILITY USE AGREEMENT

INSURANCE & INDEMNIFICATION REQUIREMENTS

For purposes of this Attachment and all provisions included herein, the term "Contractor" means and includes the USER, its officers, agents, employees, subcontractors and others under the control of Contractor. The term "CITY" means the City of Grimes, Iowa including its elected and appointed officials, agents, employees and volunteers.

1. GENERAL

The Contractor shall purchase and maintain insurance to protect the Contractor and CITY throughout the duration of the Agreement. Said insurance shall be provided by insurance companies "admitted" or "nonadmitted" to do business in the State of Iowa having no less than an A. M. Best Rating of "B+." All policies shall be written on an occurrence basis and in form and amounts satisfactory to the CITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the CITY prior to Agreement execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: The Contractor shall procure and maintain Worker's Compensation Insurance, including Employer's Liability Coverage, both written with State of Iowa statutory limits. *Waiver of Subrogation in favor of the CITY is required.*

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The Contractor shall procure and maintain Commercial General Liability insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). *Waiver of Subrogation in favor of the CITY is required.*

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form.

C. CONTRACTUAL LIABILITY: The General Liability Insurance policy shall include Contractual Liability coverage equivalent to that included in ISO standard form CG 0001. The CITY shall not be included as an Additional Insured.

D. CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT: The General Liability Insurance policy shall be endorsed to provide the CITY with no less than thirty (30) days Advance Written Notice of Cancellation, forty-five (45) days Advance Written Notification for Nonrenewal and ten (10) days Written Notification of Cancellation due to non-payment of premium. *Written notifications shall be sent to: City of Grimes, 410 SE Main Street.*

E. WAIVER OF SUBROGATION: To the fullest extent permitted by law, Contractor hereby releases the CITY, including its appointed officials, agents, employees and volunteers and others working on its behalf, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise for any loss without regard to the fault of the CITY or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The Contractor's policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of the CITY.

F. PROOF OF INSURANCE: The Contractor shall provide to the CITY Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through E above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the contract or agreement under "Description of Operations/ Locations/ Vehicle/Special Items". A Copy of the Cancellation and Nonrenewal Notification Endorsement shall be submitted with the Certificates of Insurance. *Mail Certificates of Insurance to: City of Grimes, 410 SE Main Street.*

G. AGENTS AND SUBCONTRACTORS: The Contractor shall require that any of its agents and subcontractors who perform work and/or services on behalf of the Contractor purchase and maintain the types of insurance customary for the services being provided.

3. INDEMNIFICATION REQUIREMENTS

To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by the CITY by reason of any injury or loss including, but not limited to, personal injury; including bodily injury or death, property damage; including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Contractor's use or occupancy of the Grimes City Park, including all facilities thereon (hereinafter "City property"), including, without limitation, if such losses or injuries are incurred by the Contractor's staff and/or the team members and staff of any teams using or occupying City property at the invitation of the Contractor or any sanctioning body with which the Contractor is affiliated.

Contractor's obligation to indemnify the CITY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Contractor arising out of or in any way connected or associated with Contractor's use or occupancy of City property, except to the extent caused by or resulting from the negligence of the CITY.

Contractor expressly assumes responsibility for any and all damage caused to CITY property arising out of or in any way connected or associated with Contractor's use or occupancy of City property.

Contractor shall ensure that its activities on CITY property will be performed and supervised by adequately trained and qualified personnel and Contractor will observe all applicable safety rules.

CITY COUNCIL COMMUNICATION
Meeting Date: 2/27/2024

AGENDA ITEM: Agreement By and Between Group Creative Services and City of Grimes, Iowa

BACKGROUND: The City would like to enter into an agreement with Group Creative Services to have them facilitate a public art installation near the Grimes Library.

BUDGETARY CONSIDERATIONS: \$42,000

STRATEGIC PLANNING:

Prioritized: X YES

*High-Performing Organization/Exception Professional Services

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

*Dynamic Town/Strong Sense of Community X

*More Beautiful/Vibrant Community X

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Brian Becker

Return to: Brian Becker

ALLEGIANT SENTINELS ART PROJECT IMPLEMENTATION

AGREEMENT BY AND BETWEEN GROUP CREATIVE SERVICES AND CITY OF GRIMES, IOWA

THIS AGREEMENT is a contract for creation and installation of art work between Group Creative Services, (hereinafter referred to as "GROUP"), and City of Grimes, Iowa, (hereinafter referred to as the "CLIENT").

WHEREAS, GROUP facilitates artful communities by generating meaningful experiences to entertain and delight.

WHEREAS, GROUP aims to place compelling works of art in highly visible public spaces.

WHEREAS, CLIENT engaged the services of Group to actualize public art to promote a new product and give back to the community.

WHEREAS, CLIENT commissioned concepts for public art for honoring branches of the military, which project has a working budget of \$42,000.

WHEREAS, CLIENT agrees to implement a public art piece currently titled ALLEGIANT SENTINELS (hereinafter referred to as the "Artwork") and

WHEREAS, GROUP developed concepts for the Artwork and shall also be responsible for coordination of its creation, installation and compensation for any artist working on the project, and

WHEREAS, CLIENT desires to have the Artwork installed.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

1.1 GENERAL

1.1a GROUP via the artist will perform all services including furnish all supplies, materials and equipment, inspect the site, gain required permits as necessary for the design, execution, fabrication, transportation, and installation the art work at the site.

1.1b GROUP will facilitate the artistic expression, scope, design, color, size, material, texture, of the Artwork, subject to review and acceptance by CITY 's representative or designee as set forth in this Agreement.

1.1c CITY agrees that the artwork will be permanent work.

1.1d GROUP will be responsible for facilitating the review approval process for the

Artwork.

1.1e The public art site will be located on City property.

1.1f CITY and GROUP hereby agree and consent that GROUP has expended substantial time, expertise, and resources to cultivate its relationship with, recruit, and retain ARTIST for the concept, design, and ART WORK contemplated herein. CITY hereby agrees and consents that, for the scope of any and all work and during the term of this Agreement, GROUP is and shall remain ARTIST'S exclusive representative and agent.

1.1g ARTIST and GROUP have an interdependent relationship in so much as GROUP is the liaison between the ARTIST and the City. As liaison, GROUP will assist to perform services related to Scope of Services including obtaining pertinent information from City on behalf of ARTIST, contracting, permits, and coordinating construction efforts. Additional efforts could include: assisting in communication between parties, publicity/marketing, and connecting with local Iowa vendors.

1.2 DESIGN REVIEW

1.2a GROUP acknowledges that the artist has carried out a reasonable understanding of the site, interviews and research, in order to prepare a design proposal for the Artwork. Further, the artist has the necessary background materials and information on matters affecting the site and installation of the Artwork.

1.2b CITY and GROUP agree that the CITY may be required to provide a reasonable and equitable adjustment for a differing site condition if: (1) Artist did not know about the actual condition found at the site; (2) Artist could not reasonably have anticipated the actual condition at the site from inspection or general experience; and (3) the actual condition varied from the norm in similar contracting work.

1.2c No later than eight (8) weeks from the signature of this contract, GROUP will submit an updated and final design to CITY. The proposal will specify such materials, textures, colors, dimensions, and weights, and proposed installation method and include such drawings and other documentation as needed to present a meaningful representation of the concept and design of the proposed Artwork.

1.2d CITY will, within thirty (30) days following the submission of the refined concept, notify GROUP with any concerns. During this period GROUP will be available as reasonably required to communicate with CITY regarding the recommended materials.

1.2e If CITY determines the proposed materials are disapproved, it will provide GROUP with a statement in writing of its reasons for such disapproval. In such event, GROUP will determine if either the artist will submit additional recommendations within a reasonable period of time specified by GROUP or to terminate this agreement. Within thirty (30) days following a submittal of a second recommendation, CITY will notify GROUP in writing whether it approves or disapproves the recommendations. If CITY determines that the additional proposal is disapproved, it will provide the GROUP with a statement in writing of its reasons for disapproval, whereupon this Agreement will terminate.

1.2f In the event of termination of the Agreement the artist will retain the proposal and all compensation theretofore paid and neither party will be under any future obligation to the other in respect of the subject matter thereof.

1.2g Although GROUP will have the responsibility and authority for all aspects of the Artwork, GROUP will give appropriate consideration to input received from CITY.

1.2h CITY may request revisions for other practical (non-aesthetic) reasons.

1.2i GROUP will receive no revision or redesign fees, unless otherwise agreed in writing.

1.3 EXECUTION OF THE WORK

1.3a After written approval of the Artwork design under Section 1.2, GROUP will submit a tentative schedule for completion of fabrication and installation of the Artwork.

1.3b After approval of the schedule by CITY, GROUP through the artist will coordinate fabrication, transportation and installation of Artwork in accordance with a schedule by written agreement between GROUP and CITY.

1.3c CITY will have the right to review the Artwork at reasonable times during the fabrication thereof.

1.3d GROUP will complete the fabrication and installation of the Artwork in substantial conformity with the proposal. It is anticipated the public work of art will be installed on or before September 1, 2024.

1.3e GROUP will present to CITY in writing for further review and approval any significant changes in scope, design, color, size, material or texture of the Artwork not permitted by or not in substantial conformity with the Proposal. A significant change is any change in scope, design, color, size, material, texture or location of the site of the Artwork which materially affects installation, scheduling for the Artwork or the concept of the Artwork as represented in the proposal.

1.4 DELIVERY AND INSTALLATION

1.4a GROUP will notify CITY in writing when the fabrication of the Artwork is completed and the artist is ready for its delivery and installation at the site.

1.4b GROUP agrees to notify CITY representative or designee, no fewer than ten (10) days prior to the ARTIST'S intended time of delivery to determine the particulars of delivery including time, location and agent designated by CITY.

1.4c GROUP will coordinate delivery and installation of the Artwork at the site in compliance with the schedule.

1.5 POST-INSTALLATION

1.5a GROUP will be notified of any dates and times for presentation ceremonies relating to the public art project.

1.5b CITY will use its best efforts to arrange for publicity for the completed Artwork in such publications as may be determined between GROUP and CITY as soon as practicable.

1.6 DE-INSTALLATION AND REMOVAL

1.6a If there is cause for the removal of the Artwork, then the Artwork may be removed by CITY in accordance with the terms and conditions of this Agreement or otherwise in accordance with Iowa law. If CITY removes the Artwork, then CITY at its sole discretion may dispose of the Artwork, including the disposal by public auction or sale, or the destruction and disposal of the Artwork.

1.7 RISK OF LOSS AND INSURANCE

1.7a The risk of loss or damage to the ART WORK will be borne by CITY, during the time period and under the circumstances set forth in section 4.2 of the Insurance Section. CITY and GROUP agree that under no circumstances shall the value of the Artwork, until after the completion and performance of this contract, exceed the total sum of the cost for services under this Agreement.

1.8 INDEMNITY

1.8a Upon delivery to site of the Artwork, and to the extent permitted by Iowa law, GROUP will indemnify and hold harmless CITY against any and all claims or liabilities arising thereafter in connection with the Artwork, the site, the project or this agreement, caused by GROUP'S negligence, except claims which may occur as a result of the artists breach of the warranties provided in Insurance Section.

2. COMPENSATION AND PAYMENT SCHEDULE

2.1 CITY will pay GROUP a fee of \$42,000 for the "Allegiant Sentinels" Artwork installation which will constitute full compensation for all fees, services, expenses, Artwork and materials to be performed and furnished by GROUP and the ARTIST under this agreement. The fee will be paid in the following installments, expressed as percentages of such fixed fee, each installment to represent full and final, non-refundable payment for all services, expenses, and materials provided prior to the due date thereof. The ARTIST will invoice GROUP for each payment request.

2.1a Fifteen percent (15%) upon execution of this agreement; \$6,300;

2.1b Seventy percent (70%) within thirty (30) days after CITY approves the final design and GROUP notifies CITY the Artwork is ready to fabricate, \$29,400;

2.1c Fifteen percent (15%) within twenty (20) days after the installation is final; \$6,300.

2.2 In the event of a material breach of this agreement, the sum identified above for any completed milestone, shall become immediately due and payable.

3. WARRANTIES

3.1 WARRANTIES OF TITLE

3.1a The ARTIST represents and warrants that: (a) the ART WORK is solely the result of the artistic effort of the ARTIST; (b) except as otherwise disclosed in writing to GROUP, the ART WORK is unique and original and does not infringe upon any copyright; (c) that the ART WORK, or a duplicate thereof, has not been accepted for sale elsewhere; and (d) the ART WORK is free and clear of any liens from any source whatsoever.

3.2 WARRANTIES OF QUALITY AND CONDITION

3.2a The ARTIST represents and warrants, except as otherwise disclosed to GROUP in writing in connection with the submission of the Proposal and pursuant to Article 1 that: (a) the execution and fabrication of the ARTWORK will be performed in a workmanlike manner; (b) the ARTWORK, as fabricated and installed, will be free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the ARTWORK.

4. INSURANCE

4.1 GROUP agrees to secure at its own cost and expense errors and omissions insurance, or similar forms of liability insurance, it determines to be satisfactory to protect against foreseeable risks, errors and omissions in its role for this Agreement. GROUP will require the ARTIST maintain insurance to protect the ARTIST from ARTIST employee claims under workers compensation law; claims for damages because of bodily injury, arising out of ARTIST's negligence or fault, , including personal injury, sickness or disease, or death, or claims for property damage,; including loss of use resulting there from; and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the ARTIST is legally liable..

4.2 The Parties may agree that the City bear the risk of loss or damage to the art work prior to final acceptance if the partially or wholly completed artwork is in the sole custody, control or supervision of the City or its agent(s) for the purposes of storing, installing on-site or performing other services to the Artwork.

4.3 During Installation the ARTIST will add GROUP and the CITY as ADDITIONAL INSURED on the ARTIST'S liability policy.

5. CITYSHIP AND INTELLECTUAL PROPERTY RIGHTS

5.1 Current Title: Allegiant Sentinels

Title to the Artwork shall pass to the CITY upon the CITY's written final acceptance and payment for the Artwork pursuant to Section 2.

5.2 CITY Ownership of Artwork Documents

One set of written Artwork presentation materials prepared by ARTIST and submitted to CITY under this Agreement, and shall be retained by CITY.

5.3 Copyright Ownership

The ARTIST retains all rights under the Copyright Act of 1976, 17 U.S.C. §101 et seq., as the sole author of the Artwork for the duration of the copyright.

5.4 Reproduction Rights

5.4a. In view of the intention that the final Artwork shall be unique, the artist shall not make any additional exact duplicate [three]-dimensional reproductions of the final Artwork, nor shall the artist grant permission to others to do so except with the written permission of CITY. However, nothing shall prevent the artist from creating works in the artist's manner and style of artistic expression.

5.4b. The ARTIST grants to CITY and GROUP an irrevocable license to make two-dimensional reproduction of the Artwork for its purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publication provided that these rights are exercised in a tasteful and professional manner.

5.4 c. All two-dimensional reproductions by the CITY shall contain a credit to the artist and a copyright notice in substantially the following form: © [Artist's name, date of publication] as long as the CITY is given a copy of the copyright.

5.4 d. The ARTIST shall use their best efforts in any public showing or resume use of reproductions to give acknowledgment to CITY in substantially the following form: "An original Artwork owned and commissioned by the City of Grimes."

5.4 e. The ARTIST shall, at the artist's expense, cause to be registered with the United States Register of Copyrights, a copyright in the Artwork in the artist's name, and the ARTIST shall supply a copy of the copyright with the CITY.

5.5 Release of Rights to Unselected Original Works

CITY hereby agrees and understands that the Artwork was selected from proposed original expressions of creative ideas (the "pitches"), and CITY has entered into this contract to gain specific ownership rights to the selected art work only. By signature hereto, CITY expressly releases any claim of right, title, or interest to the unselected pitches.

6. ARTISTS RIGHTS

6.1 General

6.1a. The ARTIST retains all rights under state and federal laws including §106A of the Copyright Act of 1976.

6.1b. If any alteration or damage to the Artwork occurs, the ARTIST shall have the right to disclaim authorship of the Artwork. Upon written request from the ARTIST, the CITY shall remove the identification plaque and all attributive references to the artist at its own expense within [10] days of receipt of the notice if the CITY has materially altered the Artwork. No provision of this Agreement shall obligate the CITY to alter or remove any such attributive reference printed or published prior to the CITY's receipt of such notice.

The artist may take such other action as the artist may choose in order to disavow the Artwork.

6.2 Maintenance

CITY will be solely responsible for maintenance of the Artwork after acceptance. A proposed Artwork maintenance schedule and estimated budget will be provided by GROUP.

7. ARTIST AS INDEPENDENT CONTRACTOR

The ARTIST will perform all work under this Agreement as an independent contractor and not as an agent or an employee of GROUP or CITY. The ARTIST will not be supervised by any employee or official of GROUP or CITY, nor will the ARTIST exercise supervision over any employee or official of GROUP.

8. TERMINATION

If either party to this agreement will willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements or stipulations material to this agreement, the other party will thereupon have the right to terminate this agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party will have thirty (30) days after receipt of the notice to cure the default. If it is not cured, then this agreement will terminate. In the event of default by CITY, CITY will promptly compensate the GROUP for all services performed by the GROUP prior to termination and for each milestone reached in compensation schedule set forth in Section 2 "Compensation and Payment Schedule," above. In the event of default by the GROUP, the CITY shall have a claim for damages for breach of contract that shall not exceed the prior payments made by the CITY under the agreement. .

9. ENTIRE AGREEMENT, CHOICE OF LAW, FORUM SELECTION, AND ATTORNEY FEES

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. GROUP and CITY agree and stipulate that any disputes arising under this agreement shall be resolved by the laws of the State of Iowa and that the proper venue shall be solely in the state and federal courts located in Polk County, Iowa. In the event any party is forced to bring an action to enforce its rights under this Agreement, the prevailing party shall be entitled to its reasonable fees and expenses therefrom.

10. MODIFICATION

No alternation, change, or modification of the terms of the agreement will be valid unless made in writing and signed by both parties hereto and approved by appropriate action of GROUP. This Agreement (including the main agreement and all schedules and exhibits attached thereto) constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements related to this matter. There are no other written or oral agreements, representations or understandings with respect to the subject matter of this Agreement. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be

a waiver of any other provision or a waiver of a subsequent breach of the same provision.

11. NOTICES

All notices, requests, demands and other communications which are required or permitted to be given under this agreement will be in writing and will be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

if the GROUP, to: Group Creative Services, Teva Dawson
1424 48th Street
M. (515) 244-8590
E: Teva@GroupCreatives.com

if CITY, to: Brian Becker
Parks and Recreation Director
410 S.E. Main St.
Grimes, IA. 50111

If ARTIST **ADD ARTIST NAME AND ADDRESS HERE**

This agreement is executed on day and year first written above.

CITY OF GRIMES

Mayor Scott Mikkelsen Date _____

Attest:

Rochelle Williams, Grimes City Clerk Date _____

GROUP



Teva Dawson, Group Creative Services Date February 19, 2024

CITY COUNCIL COMMUNICATION
Meeting Date: 2/27/2024

AGENDA ITEM: Todd and Jennifer Miller Grimes Utility Account Credit

BACKGROUND: The construction of the WRA Grimes Connector – Contract 3 project goes through the property of Todd and Jennifer Miller in previously acquired easements. The original easement negotiations included a provision for the Millers to water the seeded disturbed areas from construction in exchange for a Grimes Utility Account credit. During the construction of the project the contractor encountered poor subsurface soil conditions and had a lack of staging area in this portion of the project that caused an increase of disturbed areas from construction activities. This will increase the area of seed surface restoration and proportionally increase the amount of watering required by the property owner. The property owner negotiated an additional \$2,000 credit to accommodate the extra watering.

BUDGETARY CONSIDERATIONS: The total additional Grimes Utility Account credit will be \$2,000 from the overall project fund in the CIP.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None

STAFF RECOMMENDATION: The city staff has reviewed the additional Grimes Utility Account credit and recommends approval of the resolution.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Matt Ahrens, City Engineer, 515-986-4050, mahrens@grimesiowa.gov

Prepared by: Matt Ahrens

Return to: Matt Ahrens

RESOLUTION 02-3524 TO PROVIDE ADDITIONAL CREDIT OF \$2,000.00 TO TODD AND
JENNIFER MILLER'S CITY OF GRIMES UTILITY ACCOUNT FOR THE PURPOSE OF
WATERING DISTURBED EASEMENT AREAS ON THEIR PROPERTY AT 312 NW 23RD
COURT

Grimes Resolution No. 02-3524

WHEREAS, the City of Grimes (Grimes) is currently constructing a project called the WRA Grimes Connector – Contract 3 (Project) that is partially located on the property of Todd and Jennifer Miller (Property Owners) within previously acquired easements; and,

WHEREAS, the initial easement negotiations included a provision for the property owners to receive a Grimes Utility Account credit in exchange for the watering of seeded disturbed areas from construction activities;

WHEREAS, during the construction of the project the contractor needed to utilize areas outside the easement due to poor subsurface soil conditions and lack of staging area on this portion of the project. This will add to the seeded disturbed areas and will increase the amount of watering required by the property owners;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the property owners are granted an additional \$2,000.00 for the purpose of watering seeded disturbed areas following completion of the surface restoration work on the project.

PASSED and APPROVED on February 27, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 2/27/2024

AGENDA ITEM: Resolution to Approve Letter of Intent to Purchase Assets from Water Development Co., D/B/A Thorpe Water Development Company (Gould Heights)

BACKGROUND: The City of Grimes has provided water in bulk to Gould Heights for several decades. This water is distributed by Gould Heights primarily to Grimes residents. Grimes engaged Raftelis to provide valuation consulting expertise to the City regarding the Gould Heights distribution system for which Grimes currently provides water. Upon recommendations from Raftelis the City moved forward into preliminary negotiations with Water Development Company d/b/a Thorpe Water Development (Gould Heights). This resulted in a letter of Intent to Purchase Assets dated February 5, 2024, was forwarded to Tom Thorpe of Water Development Company d/b/a Thorpe Water Development Company. The letter of intent was signed by Tom Thorpe on February 15, 2024. The Council is being asked to approve the Letter of Intent and direct the Mayor and City Clerk to execute the letter. Upon approval of the Letter of Intent, the City Staff will engage in due diligence with regard to the potential purchase and the City Attorney will draft and preliminary negotiate a purchase agreement, the results of which will be sent back to the City Council for final approval.

BUDGETARY CONSIDERATIONS: This project was included in the budget and in debt models and cash flows created by PFM.

STRATEGIC PLANNING:

Prioritized: X YES ____NO

*High-Performing Organization/Exception Professional Services ____

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Jake Anderson, City Administrator, 515-986-3036, janderson@grimesiowa.gov

Prepared by: Tom Henderson/Marcia Woodke/Rochelle Williams

Return to: Marcia Woodke

RESOLUTION TO APPROVE LETTER OF INTENT TO PURCHASE ASSETS FROM WATER
DEVELOPMENT CO., D/B/A THORPE WATER DEVELOPMENT COMPANY (GOULD
HEIGHTS)

Grimes Resolution No. 02-3624

WHEREAS, the City of Grimes (City) has provided water in bulk for a number of years to Water Development Company, d/b/a Thorpe Water Development Company (Gould Heights), which in turn supplies this water primarily to City residents;

WHEREAS, the City has engaged the services of Raftelis, a management consulting firm, to conduct a valuation report for Gould Heights distribution system and customer base; and

WHEREAS, the City, recognizing the importance of providing quality city services, including clean water, to City residents in the Gould Heights area, and deems it in the City's best interests to acquire this asset; and

WHEREAS, collaborative negotiations between the City and Gould Heights have resulted in a Letter of Intent to proceed with the acquisition process; and

WHEREAS, the specifics of this intent are outlined in the Letter of Intent marked Exhibit A attached hereto; and

WHEREAS, , it is now proposed that, following City Council approval, the City Clerk shall submit the executed Letter of Intent to City Staff to perform due diligence on the Gould Heights system that is under consideration for purchase, and to the City Attorney to draft and negotiate a proposed purchase agreement, and report back to City Council for final consideration and approval.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Grimes City Council that the attached Letter of Intent is hereby approved, and the Mayor and City Clerk are duly authorized to affix their signatures to the Intent to Purchase Assets Agreement previously signed by Gould Heights on February 5, 2024.

PASSED and APPROVED on February 27, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

February 5, 2024

Via Email Only to tom@thorpewater.com

Water Development Co.
d/b/a Thorpe Water Development Company
c/o Tom W. Thorpe
1485 NE 70th Ave.
PO Box 555
Ankeny, IA 50021

CONFIDENTIAL

RE: Intent to Purchase Assets ("Letter of Intent")

Subject to the terms and conditions delineated below, the City of Grimes, Iowa, (the "City"), an Iowa municipal corporation, wishes to purchase from Water Development Co., d/b/a Thorpe Water Development Company (the "Company"), an Iowa corporation and its Shareholders, sometimes collectively referred to with the Company as the "Sellers", certain assets comprising the Gould Heights Water District (the "Water District") owned and operated by the Company. The City shall not assume any liabilities or obligations of any kind or nature of the Sellers except as may be specifically agreed to by the parties in a formal written purchase agreement.

In order to accept this Letter of Intent, both the City and the Sellers must sign and date the acceptance clause at the end of this Letter of Intent no later than 5:00 p.m., Iowa time, February 23, 2024. It is understood that the City and Sellers contemplate entering into a formal written asset purchase agreement incorporating the terms of this Letter of Intent and such other terms and conditions as may be reasonably required by the City or Sellers (the "Asset Purchase Agreement"). Accordingly, except as otherwise expressly provided herein, this Letter of Intent is not a binding contract between the parties hereto.

1. PURCHASE PRICE AND ALLOCATION

- Consideration:
 - Asset Purchase of three million six hundred thousand and 00/100 (\$ 3,600,000.00) to be paid in two equal installments, with the first installment paid July 1, 2024, and the second installment paid July 1, 2025.
- Assets to be acquired:
 - All assets of the Sellers used in or relating to the operations of the Water District including all real property, plant and equipment, assignment of any and all easements, leases, and existing contracts for the sale of water at acceptable pricing and quantities to the City (all as more fully described in an Asset Purchase Agreement), but excluding therefrom the accounts receivable, leased equipment, chemicals, cash on hand, and any other property that may be specifically identified by the parties in the Asset Purchase Agreement.

2. **CONDITIONS PRECEDENT.** In addition to such other conditions precedent as may be set out in the Asset Purchase Agreement, the sale of the Assets to the City is subject to, without limitation the following:

- (a) Sellers providing all due diligence no later than March 1, 2024 (and supplemented upon request of City) and City's sole determination to proceed with the contemplated transaction following the conclusion of its due diligence review June 1, 2024 ("Due Diligence Period"). During the Due Diligence Period, City will review the following.
 - i. Analysis of financial and corporate records including but not limited to the verification of historical water sales and current accounts receivables.
 - ii. Analysis of assets and liabilities.
 - iii. Inspection of real estate records including, but not limited to review of abstract(s) of title to real estate (abstract to be updated by Sellers through date hereof)
 - iv. Analysis and inspection of existing contracts, easements, and agreements.
 - v. Analysis of lease arrangements and related terms including options.
 - vi. Inspection of any water treatment plant and equipment, any office or warehouse facilities, water lines, water valves, water meters, testing equipment and water treatment records.
 - vii. Analysis of any and all potential and pending claims.
 - viii. Such other matters as it deems necessary.
- (b) On or before June 1, 2024, unless extended in writing by the parties hereto, the Sellers, the City and the Shareholders shall enter into the Asset Purchase Agreement with a closing date on or before **July 1, 2024**, which will set forth the parties' mutual understandings regarding the purchase of the Assets by the City. The Asset Purchase Agreement will, without limitation, include conditions precedent, representations and warranties, affirmative and negative covenants, and such other terms and conditions as deemed necessary by parties. Should an Asset Purchase Agreement not be entered into on or before June 1, 2024, this Letter of Intent becomes null and void.
- (c) The parties to this Letter of Intent acknowledge that the City must comply with Iowa law with regard to the purchase of the Water District by a city. In addition, the parties acknowledge that the actions required by the City and/or Sellers and/or Shareholders in order to formally consummate the transactions contemplated hereby shall be memorialized and approved by the appropriate corporate body of the Company, and by City Council action and/or voter approval in a form satisfactory to all parties.
- (d) All necessary governmental and third-party licenses, permits, regulatory approvals and consents for the contemplated transaction shall have been received.
- (e) Any other information City deems reasonably necessary.

If at any time during the Due Diligence Period the parties determine not to go forward with the transaction outlined herein, such determination shall promptly be communicated to the other parties in writing. Upon receipt of such notice, this Letter of Intent shall be deemed terminated, and the parties shall have no further rights, obligations or liabilities hereunder.

3. **ACCESS.** The Sellers will provide the City, its accountants, counsel, and other representative access to all the properties, books, contracts, and other records of the Sellers in order that the City may conduct its due diligence investigation related to the contemplated transactions.

4. **CONDUCT OF BUSINESS.** From the date of this Letter of Intent until definitive documentation and agreements are executed and the transactions described herein are consummated, the Sellers will continue to operate the business in the usual, regular and ordinary manner consistent with past practices, and will continue to comply with all applicable laws, rules and regulations in the operation and maintenance of the Water District.
5. **LEGAL DOCUMENTATION AND CLOSING.** The parties agree to negotiate in good faith toward the execution of a definitive Asset Purchase Agreement with the expectation of closing on such a definitive Asset Purchase Agreement on or before June 1, 2024, unless extended in writing by the parties hereto.
6. **COSTS.** Each party shall bear its own expenses in connection with the implementation of the terms of this Letter of Intent and the consummation of the transactions contemplated herein, except that in the event the Sellers violate Section 8 of this Letter of Intent, or otherwise fail to execute and perform the Asset Purchase Agreement contemplated by this Letter of Intent, the Sellers shall reimburse the City the sum of \$25,000.00, which represents the costs incurred by the City in securing an appraisal of the Water District. Notwithstanding anything to the contrary in this Letter of Intent, the provisions of this paragraph shall be binding and enforceable upon the parties to this Letter of Intent. City will not be responsible for the payment of any sales commission for the purchase of the assets.
7. **FREE TO DEAL.** The City and Sellers represent and warrant that they are free to deal with the other and that negotiations between them will not violate any agreements or understandings they may have with any other outside parties.
8. **STATEMENT OF INTENT /NO SHOP.** It is understood that this Letter of Intent is a statement of intent, and while the parties hereto agree in principle to the contents hereof and propose to proceed promptly and in good faith to negotiate and execute a definitive Asset Purchase Agreement, the legal obligations between the parties shall be as set forth in such Asset Purchase Agreement. Therefore, pending the execution of a definitive Asset Purchase Agreement, the Sellers will not (i) solicit, initiate, or encourage the submission of any proposal or offer from any other person relating to the purchase and sale of the Assets or (ii) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any person to do any of the foregoing.
9. **MATERIAL CONDITION.** Every condition of this Letter of Intent is an express material condition that must be fully and completely satisfied before any party is obligated to consummate the transactions.
10. **WAIVER OF CONDITIONS.** No condition or other term of this Letter of Intent can be waived or modified except by a writing authorized and signed by the parties hereto. This requirement of a writing to waive or modify provisions of this Letter of Intent cannot itself be waived or otherwise negated by any agreement or other conduct of the parties, expressed or implied, other than a writing to that effect signed by the parties hereto.
11. **DISCLOSURE.** Except as and to the extent required by law, without the prior written consent of the other party, neither, the Sellers nor the City will, and each will direct its representatives not to make, directly or indirectly, any public comment, statement or communication with respect to, or otherwise to disclose or to permit the disclosure of the existence of discussions regarding, a possible transaction between the parties or any of the terms, conditions or other aspects of the transaction proposed in this Letter of Intent. If a party is required by law to make any such disclosure, it must first

provide to the other party, if possible, the content of the proposed disclosure, the reasons that such disclosure is required by law and the time and place that the disclosure will be made.

12. **CONCLUSION.** It is the parties' understanding this Letter of Intent is not self-executing, but is subject to execution and delivery of a definite Asset Purchase Agreement satisfactory in form and in substance to each party and to each party's respective attorney. This Letter shall of Intent be null and void if not accepted as set out below.

The parties' acceptance of the terms and conditions of this Letter of Intent is indicated by the signatures in the spaces by the appropriate representatives of the parties. If this Letter is not fully executed by the Sellers by 5:00 P.M. Central Time on February 23, 2024, this Letter of Intent shall be void and of no further force and effect.

Thank you for the opportunity to present this proposal. We hope you find it fair and satisfactory.

Respectfully,

City of Grimes, Iowa

By: _____
Scott Mikkelsen, Mayor

Attest: _____
Rochelle Williams, City Clerk

The aforementioned terms and conditions are agreed to this 15th day of February, 2024, subject to execution of the Asset Purchase Agreement.

Water Development Co., d/b/a Thorpe Water Development Company

By Tom W. Thorpe
_____, its Pres

Shareholders:

Tom W. Thorpe
_____, individually

_____, individually

_____, individually

ANNUAL REPORT

2023

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DIRECTOR'S LETTER

The year 2023 presented several challenges and opportunities for the Development Services Department. The City continued to see decline in single family development activity, carried over from 2022; however, when factoring townhome and multi-family units, the City of Grimes added more new residential units than it has in the past 3 years. We believe this trend will continue into 2024, as interest rates continue to stabilize and market normalcy is realized.

Commercial activity remained strong in 2023, adding nearly \$75,000,000 in new and remodeled valuation. New retail, restaurants and services were added in nearly all developing areas of the City.

With the slowdown in certain sectors, the department was able to allocate more time to process improvements and long-range planning activities. One process improvement to highlight is the New Commercial Site Plan Close Out Process. This was a collaborative process across 3 departments in the City, and aimed to increase the efficiency of our close out process for new projects. I can confidently say that moving forward, our new processes will greatly decrease the time needed to close out a new project, and reduce conflict at the conclusion of a project. This will not only free up additional staff time on our end, but also get new businesses up and running quicker.

The Planning Division was also able to dedicate significant time towards the area planning efforts across the City. Nearly 3,000 acres of developing area was analyzed, and findings were presented to both the Planning and Zoning Commission and City Council. Overall, this effort will create a much more predictable environment for our development community, and will help to align the vision of the City Council with our current planning documents.

Within the Engineering Division, we also moved towards an in-house inspection model for public improvements. In the past, the City relied upon third party resources to conduct observation and inspections on certain public improvement projects. City Staff was able to develop and implement a program that minimizes cost, while increasing the level of service. Over a 5 year period, we expect that this program will save the City more than \$5,000,000 in fees.

Lastly, the department implemented one of the largest regulation and inspection programs in recent years for the City. With the adoption of the Grimes Rental Program, more than 2,100 rental units within the City will now be registered and inspected. The City has developed a fair and equitable program, that we believe will add value to both landlords and tenants.

As always, it's an honor to be able to write this letter, but the credit goes to the Development Services Staff. This is my 15th year in local government, and I can confidently say that the 15 individuals that make up the department are some of the most dedicated civil servants that I have had the privilege of working with. With the great guidance of the Grimes City Council, the future looks bright in Grimes.



STRATEGIC PLANNING

Annually, the Development Services Department engages with the Management Staff, and City Council on Strategic Planning. Through that process, certain priorities are assigned to the Department in either a lead or support format. Currently, the Development Services Department is leading 19 priorities and supporting 3. Below you will find brief status updates on those items.

CURRENT STRATEGIC PLANNING PRIORITIES

City Facilities: Staff have completed a future staffing plan and space needs analysis. The results of these exercises have informed a general understanding of what an administration building could look like for the City of Grimes. Information and recommendations will be presented at the budget workshop.

Highway 141/44 Corridor Vision Plan: The City of Grimes received a Safe Streets For All Grant from the US DOT/FHWA. This grant will help to identify intersection improvements along Highway 141.

Brenton Slough Legacy Park: Staff has developed a number of suitable locations for a legacy park adjacent to the Brenton Slough. Coordination with the property owner has started.

City Amphitheater: Final plans are being prepared for the amphitheater adjacent to the public library. Grant dollars from Rotary and Bravo have been secured for the project.

Existing Trail Improvements: Staff is in the process of preparing plans for the reconstruction of the trail along Little Beaver and Prairie Creek. This is along the same creek corridor that was restored in 2019/2020.

Highway 44 Corridor Study Phase 2: Staff have presented the final corridor study to the DOT. Staff are now in the process of developing a scope for Phase 2, which will detail the improvements and begin the formalized NEPA process. Staff also anticipates folding into the study an exercise to reimagine the trail and streetscape along this corridor.

Parkland Dedication Ordinance: The ordinance is complete and is awaiting approval with the overall subdivision ordinance.

Annexations: Staff is in receipt of voluntary applications for annexation for approximately 340 acres of property along SW 19th Street. It is expected that this will come before the Council in March of 2024.

Master Street Plan: The plan is generally complete and currently being tested against the area planning efforts that have been going on. Staff expect this will be ready for adoption in June of 2024.

Area Plans: The Planning Division has been working to update the land use and park plans for approximately 3,000 acres of property in developing areas of Grimes. All 4 areas have been presented to City Council and staff are currently working on the final plan documents.

City Beautification Plan: Staff have met with Iowa State University officials, and are currently working towards the development of this plan to be part of a Community and Regional Planning studio Course in spring of 2025.

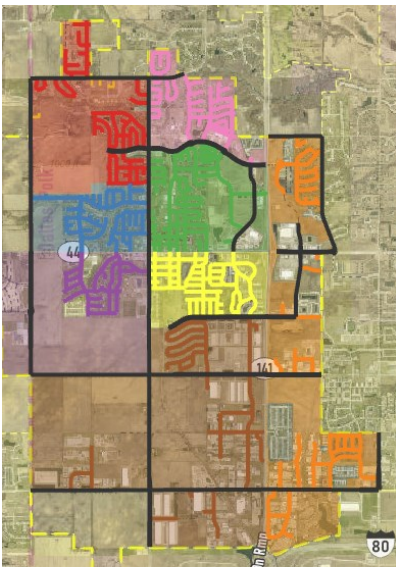
Fire Station Design: Land has been acquired and the project is currently in Design Development. Staff anticipates a June bid letting and fall construction.

Zoning Ordinance Update: Research is currently being completed on the Landscaping and Architecture sections of the Zoning Ordinance.

PROCESS IMPROVEMENTS

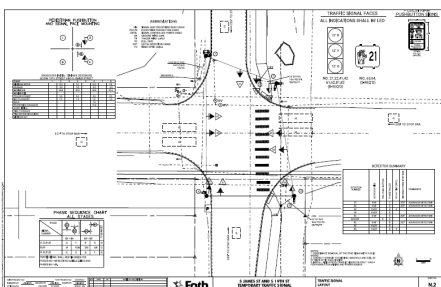
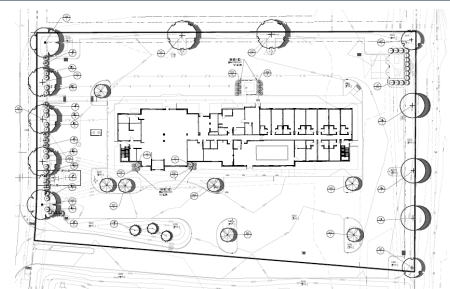
During 2023, the Development Services Department, along with various other departments, kicked off a process improvement related to how projects are closed out, specifically Site Plans. The new process will be fully integrated early in 2024. This new process will create a more predictable development environment and better communication between the City and external organizations.

The Development Services Department has started to integrate to using Teams as a communication tool as well as a filing tool. At the start of 2024, a portion of the department's files have been moved to utilizing Teams, and it is used as a means of communication daily.



The City of Grimes's Geographic Information System is constantly being updated to be a more useful tool to the City. Recently, snow maps have been created to include Public Works, Parks and Recreation, and Development Services staff. This allows better communication among the departments and better communication with the public to get snow cleared efficiently.

In 2024, the City Planners are improving upon current plan review processes. This includes a new review checklist for rezones, plats, site plans, and construction drawings. These checklists are to ensure that no details are missed during the plan review process to reduce the number of resubmittals.



Also in 2024, the Engineering Division will improve the process used in assessing when a traffic study should be utilized for speeding and when the possibility of new traffic signals arises.

KEY METRICS

With this annual report, we have now identified certain key metrics for the Development Services Department. The key metrics are utilized to track the performance of the department, and will assist with decision making regarding budgets, staffing and process improvements. The following briefly summarizes the key metrics within the Development Services Department, and why they are important to track. Throughout this annual report, please look for the  to see the data on the key metrics. In future years, after a baseline is determined, goals associated with each metric will be identified.

Current Metrics

Permits Issued - Tracks permit activity from year to year. The data is helpful in estimating annual revenue for the City during the budget season.

Inspection Per Month - Identifies inspection load for staffing purposes, and tracks development activity.

Valuations - Identifies the total annual private investment into the City. Tracking valuation data is key in projecting future budgets, rates and capital needs.

Average Number of Resubmittals - Identifies the efficiency of the development review process. Ultimately a quick turn around or approval process benefits both parties. It is also key in determining if the development review process is predictable.

Applications Per Planner - Identifies development plan review load for staffing purposes.

Capital Expenditures - Tracks the overall investment into our City by year. Informs the CIP, Urban Renewal/TIF and budgeting.

Change Orders Processed - This speaks to the efficiency of our consultants and engineering staff as it relates to the development of plans and budgets.

Future Metrics

Engineering Inspection Hours - With the anticipated move to an in-house engineering inspection model, we will begin tracking the hours spent on inspections per inspector. This will assist with evaluating inspection loads and staffing.

Engineering Inspection Savings - One of the primary justifications for moving to an in-house engineering inspection model is the overall cost savings to the City. As such, we will begin tracking the estimated savings versus expenditures associated with the delivery model.

New Investment vs Re-investment - We believe that it is important to ensure there is equity within the CIP, and desire to track capital expenditures as a ratio of new investments versus re-investments.

BUILDING DIVISION



Building Permits Issued

Permit Type	2021	2022	2023
Single Family	181	62	36
Townhome	28	16	135
Multifamily	0	0	100
New Commercial	24	25	5
Commercial Remodel	72	54	45
Accessory	35	29	24
Addition/Remodel	8	12	12
Basement Finish	36	41	31
Deck	49	47	35
Demolition	0	5	4
Fence	147	113	93
Garage	6	2	2
Pool	12	23	14
Sidewalk	13	18	15
Sign	81	80	96
Solar	6	29	11
Electrical	336	255	262
Mechanical	321	215	225
Plumbing	383	195	278
Total	1736	1221	1423



Average Inspections per Month

2021	268 Inspections
2022	202 Inspections
2023	148 Inspections

BUILDING DIVISION



🔑 <u>Permit Valuations</u>			
Permit Type	2021	2022	2023
Single Family	\$64,692,787.51	\$24,465,233.09	\$12,264,345.98
Townhome	\$4,276,119.96	\$3,689,077.17	\$12,695,408.18
New Commercial	\$25,120,877.12	\$109,812,850.98	\$57,454,319.74
Commercial Remodel	\$15,470,284.10	\$21,533,164.60	\$16,594,799.30
Residential Addition/Remodel	\$55,326.88	\$278,280.00	\$397,133.06
Basement Finish	\$306,387.60	\$2,675,500.00	\$290,429.30
Total	\$109,921,783.17	\$162,454,105.84	\$99,696,435.56

CODE ENFORCEMENT

In the 2020 Census, the City of Grimes had a reported population above the 15,000 threshold to require rental inspections. During 2023, the Department started the process to begin these rental inspections during 2024. There are 2,109 rental units in Grimes, and this ranges between apartments, duplexes, single family homes, townhomes, and condominiums.

Rental Registration						
	Apartments	Duplexes	Single Family	Townhomes	Condominiums	Total
Units Registered	1,103	19	152	71	11	1,356

ENGINEERING DIVISION

Studies

Highway 44 Corridor Study

Traffic analysis with scheduled improvements on Highway 44 from the Highway 141 interchange to 600 feet past W Avenue. The final draft is near completion.

Sanitary Sewer System Study

The study analyzes the Grimes sanitary sewer collection system to identify capacity issues and future expansion of the system. The final draft is near completion.

Master Street Study

The study will develop street design guidelines for various street types giving the City a reference regarding the planning and design of the transportation network throughout Grimes.



Capital Expenditures

	2022	2023
Department Budget	\$55,625.86	\$29,578.44
Streets	\$1,781,963.43	\$5,193,644.77
Traffic Signal Network Communications Project	\$558,884.93	\$404,404.80
S James & 19th Street Temporary Traffic Signal	\$4,708.00	\$58,630.98
Parks	\$1,454,410.69	\$3,341,821.36
GrimesPlex	\$635,128.75	\$23,615,378.87
Water	\$2,731,392.69	\$2,271,370.50
Sanitary	\$23,952,159.92	\$15,869,553.95
Storm	\$165,679.23	\$17,637.92
Grand Total	\$31,420,078.09	\$50,802,021.59



Completed in 2023

New Public Library
 SE Trail Ridge Road Reconstruction
 SE Jacob Street Reconstruction and Storm Sewer
 Highway 44 Trail Extension
 NW 107th Street HMA Overlay
 Shawver Park Trail Extension
 Temporary Traffic Signal S James St. and S 19th St.
 Glenstone Multi-Golf Course
 NW 8th Street and NE Park Drive Speed Studies

ENGINEERING DIVISION



Project Change Orders Processed in 2023

Change Orders Processed

18

Total Change Order Amount

\$3,864,324.06



Current Projects

WRA Grimes Connector – Contract 1-4

Construction of sanitary sewer and lift station from Douglas Ave. in Urbandale to the lift station in the heart of Grimes. Contracts 1-3 sanitary sewer installation have been completed with the startup and final completion of the lift station to follow.

Traffic Signal Network Communication Project

The communication and detection portion of the project has started construction and is near completion. Implementation of signal management system to follow.

Waterworks Park Improvements

Construction of a new splash pad, shelter, and playground has been completed. Final start up and opening is anticipated for spring of 2024.

GrimesPlex

The construction of a multiuse sports complex with multiple turf fields. Construction of the site improvements are near completion with the construction of the concession stands and maintenance buildings to be completed in spring of 2024.

S James Street and SE 11th Street Improvements

Construction of SE 11th Street from the railroad to a roundabout intersection connection to S James Street, and reconstruction of S James Street from SE 11th Street to SE 2nd Street. This is a multiyear project with an estimated completion in 2026.

Ground Storage Reservoir

The construction of a new 2.0 MG Water Treatment Plant Ground Storage Reservoir. Grading of the site and water main installation to the ground storage tank has been completed. Construction of the ground storage tank will commence in spring of 2024.

ENGINEERING DIVISION



Current Projects Continued...

SW 19th Street Transmission Water Main

The installation of a transmission water main along SW 19th Street from S James Street to SW County Line Road and along SW County Line Road from SW 19th Street to the Oak View Middle School. Most of the water main has been installed and tested with the connection to S James Street anticipated to be completed in early spring of 2024.

WTP to N. James Street Feeder Main

The construction of a new water feeder main from the Reverse Osmosis Water Plant to N. James Street. The project has been awarded and is anticipated to begin in spring of 2024.

NE Beaverbrooke Boulevard and Iowa 141 Intersection Improvements

The construction of a northbound right and extension of the existing left turn lanes and southbound dual left turn lanes along IA 141 at the intersection with NE Beaverbrooke Blvd. Includes traffic signal improvements and connection of NE Beaverbrooke Blvd to Hwy 141. The project has been awarded and will start construction in the spring of 2024.

S 19th Street Sanitary Sewer Extension

The construction of sanitary trunk sewer along SE/SW 19th St. from SE Little Beaver to approximately ½ mile west of S James St. Construction has begun and is estimated to be complete in 2024.



PLANNING DIVISION

The average number of development applications per planner was cut in half in 2022 due to the hiring of a second planner. This hire continued to be a significant benefit to the Planning Division in 2023 by distributing the workload in all planning-related tasks. Staff have been able to reduce response times to our residents and development community, and work on long-range planning projects and process improvements within the Planning Division and Development Services Department.

Over the last 3 years, the number of resubmittals for development projects have remained relatively the same. However, staff would expect resubmittals to decrease in the coming years as we continue to improve our development review process.

The number of new development submittals decreased about 40% from previous years with a total of 35 development projects submitted in 2023. While new development submittals were down this year, staff had more time to focus on ordinance amendments and long-range planning efforts, including the development of four area plans. The area plans will provide a guide for future development and simplify the development review process.

🔑 <u>Development Applications Processed</u>			
	2021	2022	2023
Average per Planner	51	29	18
Total	51	58	35



🔑 <u>Average Number of Development Resubmittals</u>			
Type of Submittal	2021	2022	2023
Site Plans	5	4	3
Construction Drawings	2	4	4
Rezoning	3	2	3
Preliminary Plats	2	3	7
Minor Site Plans	3	2	1
Final Plats	1	2	4

PLANNING DIVISION



2023 DEVELOPMENT PROJECTS

Final Plats 5

Destination Ridge Plat 7

Hope Commercial Plat 6

Rock Creek Plat 1

Town of Grimes Plat 2

Willow Hills North Plat 1



Preliminary Plats 2

Hope Commercial Plat 6

Hope Timber

Annexation 1

County Line Road – 684 acres

Plat of Survey 2

Day Farm

MEC Property



PLANNING DIVISION

2023 DEVELOPMENT PROJECTS

Site Plans 12

2801 SE Destination Drive
3600 SE Miehe Drive
Green State Credit Union
Grimes Ground Storage Reservoir
Grimes Plex
Grimes Public Works
Hope District Apartments
Hope Plaza 3
Inspiring Dance
Liberty Ready Mix
Prairie Business Park Building 1
Tru Hotel



Rezones 5

212 SE Main Street
Grimes Crossing
Hope Commercial PUD Amendment
Hope Timber
SE 4th & Main Street



Construction Drawings 3

Brookside Village Plat 2
Hope Commercial Plat 6
Hope Timber Plat 1

Minor Site Plans 5

Carvana
DCG High School Corridor
Ferguson
Prairie Business Park Patio
Hope Commercial Plat 2 Lot 1

CITY COUNCIL COMMUNICATION
Meeting Date: 2/27/2024

AGENDA ITEM: Resolution Final Acceptance of Six (6) Prime Contractors for the New Grimes Public Library Project

BACKGROUND: The Weitz Company recommends final acceptance of Six (6) of the Prime Contractors on the New Grimes Public Library. These Six (6) Prime Contractors have completed their contract, work scope and punch list. They have submitted the required closeout documentation and conducted owner training. This acceptance will provide for 30 days to begin until the retainage payments are paid out to each of the listed Six (6) Prime Contractors. There were a total of fourteen (14) bid packages for this project. Additional acceptances will be requested as completed.

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☐

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Rochelle Williams, City Clerk / Director of Administrative Services, rochelle@grimesiowa.gov

Prepared by: Rochelle Williams / Information provided by Weitz Construction

Return to: Rochelle Williams

RESOLUTION 02-3724 ACCEPTING FINAL ACCEPTANCE OF THE FOLLOWING SIX (6)
PRIME CONTRACTORS FOR THE NEW GRIMES PUBLIC LIBRARY PROJECT

Grimes Resolution No. 02-3724

WHEREAS, on December 14, 2021 the Mayor and Clerk of the City of Grimes entered into a construction contract on proposed contract documents, plans, specifications and form of contract and estimated total cost for the Prime Contractors for the New Grimes Public Library

WHEREAS, the Six (6) Prime Contractors have fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate filed with the Clerk on February 27, 2024 and listed below;

Bid Package 4 Flooring – Ideal Floor, Inc \$113,875

Bid Package 5 Ceramic Tile – Des Moines Marble & Mantel Company \$127,505

Bid Package 6 Roofing and Sheetmetal – Academy Roofing and Sheet Metal Company
\$422,350

Bid Package 9 Elevator – Kone, Inc. \$144,000

Bid Package 10 Fire Sprinkler – Midwest Automatic Fire Sprinkler \$87,500

Bid Package 13 Paving – Nehring Construction, Inc. \$241,494

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

Section 1. This is to certify the Prime Contractors list on the Certificate of Completion for the New Grimes Public Library Project have completed their contracted portion in substantial compliance with the plans and specifications for the project.

PASSED and APPROVED on February 27, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

CERTIFICATE OF COMPLETION

The New Grimes Public Library

Grimes City Council Meeting February 27, 2024

The Weitz Company recommends final acceptance of the following Six (6) Prime Contractors on the New Grimes Public Library Project. These Six (6) Prime Contractors have completed their contract work scope and punch list. They have submitted the required closeout documentation and conducted owner training.

Bid Package 4 Flooring – Ideal Floor, Inc \$113,875

Bid Package 5 Ceramic Tile – Des Moines Marble & Mantel Company \$127,505

Bid Package 6 Roofing and Sheetmetal – Academy Roofing and Sheet Metal Company \$422,350

Bid Package 9 Elevator – Kone, Inc. \$144,000

Bid Package 10 Fire Sprinkler – Midwest Automatic Fire Sprinkler \$87,500

Bid Package 13 Paving – Nehring Construction, Inc. \$241,494

This is to certify the above listed Prime Contractors for the New Grimes Public Library have completed their contracted portion in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the above listed Prime Contractors.

Respectfully submitted,

Invision – Architect - Evan Shaw



Iowa License Number 06223

CITY COUNCIL COMMUNICATION
Meeting Date: 2/27/2024

AGENDA ITEM: Resolution Approving Personnel Transactions

BACKGROUND: The resolution authorizes a position reclassification from "Assistant Planner" to "Senior Planner" necessitated by increasing volume and technical demands of planning work in the Development Services Department and increased skill and technical certification requirements

BUDGETARY CONSIDERATIONS: This position was not planned for in the previously approved budget for FY24 or FY 25, but the Development Services Director reports that the change would keep the Department within budget.

STRATEGIC PLANNING:

Prioritized: ____YES __X__NO

*High-Performing Organization/Exception Professional Services ____X__

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION: Staff recommend that the City Council approves the resolution

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by: Erik Fisk

Return to: Erik Fisk

RESOLUTION 02-3824 APPROVING PERSONNEL TRANSACTIONS

Grimes Resolution No. 02-3824

WHEREAS, the City Administrator recommends the following additions and/or amendments to the payroll.

Section 1. Pursuant to an increasing volume and technical demands of planning work in the Development Services Department, the Human Resources Director, in consultation with the Development Services Director, has performed a market study, position benchmarking, and prepared a job description for a "Senior Planner," which shall be a reclassification of an existing "Assistant Planner" position in the Department. As a result, Evann Martin, the existing "Assistance Planner", shall be reclassified as the "Senior Planner" and have her pay rate changed to the beginning of the range of the new position.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the aforementioned personnel transactions recommended by the City Administrator are hereby approved.

PASSED and APPROVED on February 27, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

City of Grimes Job Description

Council Approval: February 27, 2024

Title: Senior Planner

Department/Location: Development Services, Grimes Community Complex

FLSA/Pay Status: Non-Exempt

Hourly/Annual Pay: Total range of \$80,727.65 - \$107,872.50

Reports to: Development Services Director

Position Overview:

Under the general direction of the Development Services Director, the Senior Planner will perform work related to the coordination and administration of the planning activities within the Development Services Department. This position will also perform routine and complex technical work associated with both current planning activities, as well as long-range planning. In addition, this position will work across various departments of the City to accomplish strategic planning objectives of the City Council related to building, planning and development, engineering and economic development.

Essential Functions:

(Description of Duty: Do not include if less than 5% of time unless essential. Be specific without giving explicit instructions on how to perform. Use accurate adjectives and only duties current to the position.)

Coordinates the development review process including review of zoning requests, subdivisions, plats, and site plans. Prepares staff comments and correspondence with various property owners, engineers, and architects, and effectively negotiates solutions for both the City and applicant.

Assists in the preparation of agendas, staff reports, and recommendations for Planning and Zoning Commission and City Council for rezoning applications, subdivision plats, and site plans.

Coordinates the administration of applications for variance, special use permits, requests for interpretation, and related matters for action by the Board of Adjustment including the preparation of agendas, written reports with recommendations for action, meeting publication, notification to adjacent property owners and record and file action taken.

Corresponds with, and/or attends or presents at public meetings with, government officials, land developers, lawyers, special interest groups, and the general public to present or address issues regarding the City's land use and zoning. Listens to proposals and assists the Development Services Director in making recommendations as necessary.

Assists the Development Services Director with long-range planning and zoning projects including review and updates to the Comprehensive Plan, neighborhood planning, parks planning, and trail planning as assigned.

Studies the City's population and current use of land through surveys, field investigations, and other research methods. Analyzes the information, maps land areas, projects program costs, and predicts trends. Prepares reports regarding the locations of different infrastructure as well as population characteristics.

Explains and provides guidance relative to the City's planning and zoning operations, including applicable codes within area of responsibility to the public, architects, engineers, contractors, and other interested parties.

Assists other City departments with planning-related services as directed. Performs related work as required and assigned.

Qualifications:

Education: Bachelor's degree in architecture, landscape architecture, urban planning, urban design, public administration, or similar field and related experience.

Experience: Five years of experience and increasing responsibilities in property development, economic development, or community development fields.

Equivalent combinations of education and experience will also be considered.

Licenses/Certifications:

Valid driver's license with access to transportation with insurance at required state levels to conduct business throughout the relevant areas.

AICP certification required with 24 months of employment.

Skills:

Ability to use logical reasoning and thinking skills to develop solutions to complex problems with abstract variables and inputs.

Ability to read, review and understand complex technical documents, plans and specifications and communicate technical issues or solutions to non-technical people and groups.

Ability to perform and understand basic arithmetic calculations as needed for the review of planning and engineering documents.

Ability to present projects, findings, and recommendations clearly and concisely in a variety of communication methods.

Ability to work independently and assign tasks or work as determined necessary.

Knowledge:

Comprehensive understanding of the principles, processes, and strategies/techniques of planning and development in the local government environment, including the issues of infrastructure, demographics, housing, design, and land use.

General understanding of the principles, processes, and practices of building, construction, and engineering.

Working Conditions and Physical Requirements:

Mostly sedentary office work with occasional light work requirements to lift or carry up to 25 pounds.

Ability to speak, hear, and see to share information, receive instructions, and complete tasks using a computer screen and typical office equipment including printers/copiers, telephones and similar, with or without modifications.

Ability to function productively in a standard office environment accessing cabinets, shelving, work areas, with occasional ability to navigate rough/uneven terrain in seasonal weather conditions on development or construction sites, with occasional exposure to construction noise and dust.

The City of Grimes is an Equal Opportunity Employer. This job description reflects the administration's assignment of essential functions, and nothing herein restricts the administration's right to assign duties and responsibilities to this job at any time. This job description is not a contract for employment.

CITY COUNCIL COMMUNICATION
Meeting Date: 2/27/2024

AGENDA ITEM: Resolution To Enter Into an Agreement with White Fox Farms, LLC for the Purchase of 0.04 Forested Wetland Credits for \$2,200

BACKGROUND: The City of Grimes and City of Urbandale entered into an agreement prior to construction of the WRA Grimes Connector – Contract 1 project to allow for the easements necessary to construct the trunk sanitary sewer on Urbandale park property. In the agreement one of the provisions was that Grimes would need to maintain compliance with the USACE permit for an area of mitigation trees. There was minor disturbance to the majority of the tree during construction, but in the end there was a need to purchase 0.04 forested wetland credits to satisfy the requirements of the permit.

White Fox Farms, LLC is maintains the White Fox Mitigation Bank that provides the required credits needed to fulfill our obligations to Urbandale concerning this matter.

BUDGETARY CONSIDERATIONS: The total cost for the 0.04 forested wetland credits is \$2,200 which will come from the CIP line item for this project.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☐

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION: : The city staff has the agreement and recommends that the council approves the resolution.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Matt Ahrens, City Engineer, 515-986-4050, mahrens@grimesiowa.gov

Prepared by: Matt Ahrens

Return to: Matt Ahrens

RESOLUTION 02-3924 TO ENTER INTO AN AGREEMENT WITH WHITE FOX FARMS, LLC
FOR THE PURCHASE OF 0.04 FORESTED WETLAND CREDITS FOR \$2,200

Grimes Resolution No. 02-3924

WHEREAS, , the City of Grimes (Grimes) constructed a project called the WRA Grimes Connector – Contract 1 (Project) in the City of Urbandale (Urbandale).; and,

WHEREAS, Urbandale had an area of forested wetland mitigation that the project disturbed during construction which required 0.04 forested wetland credits to remain in compliance with a United States Army Core of Engineers permit;

WHEREAS, White Fox Farm, LLC maintains the White Fox Mitigation Bank that offer stream and wetland credits to satisfy the required 0.04 forested wetland credits;

WHEREAS, Grimes entered into an agreement with Urbandale to allow the project to be constructed on Urbandale park property which included a provision for Grimes to satisfy any mitigation required due to the disruption of the trees during construction of the project;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the City Engineer is authorized to execute the Agreement with the jWhite Fox Farms, LLC on behalf of the City of Grime.

PASSED and APPROVED on February 27, 2024.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

February 2, 2024

**White Fox Farms, LLC
2254 280th Street
Clarion, Iowa 50525**

PURCHASE AGREEMENT

City of Grimes
Attention: Matt Ahrens
410 SE Main Street
Grimes, Iowa 50111

Re: CEMVR-RD- 2011-275

White Fox Farms, LLC (White Fox) owns and operates the White Fox Mitigation Bank legally described as follows:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 90 NORTH, RANGE 25 WEST OF THE 5TH P.M., WRIGHT COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 12, THENCE S89°36'59"W (ASSUMED BEARING) ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12, 1008.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°36'59"W ON SAID SOUTH LINE, 1064.79 FEET; THENCE N00°22'08"E, 847.53 FEET; THENCE N26°15'09"E, 1216.76 FEET; THENCE N60°34'13"E, 85.00 FEET; THENCE N37°19'29"E, 195.25 FEET; THENCE N00°25'57"W, 516.56 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE N89°36'38"E ON SAID NORTH LINE, 1315.65 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE S00°33'32"E ON THE EAST LINE OF SAID SOUTHWEST QUARTER, 1876.50 FEET; THENCE S86°25'41 "W, 587.59 FEET; THENCE S66°50'59"W, 444.44 FEET; THENCE S00°37'49"W, 566.44 FEET TO THE POINT OF BEGINNING. CONTAINING 90.04 ACRES, MORE OR LESS.

White Fox Mitigation Bank is operating in accordance with the Federal Guidance for the Establishment, Use and Operation of Mitigation Banks; Notice published in the Tuesday, November 28, 1995 Federal Register, Volume 60, No. 228.

The White Fox Mitigation Bank offers stream and wetland credits to a primary service area for the Upper Des Moines River Basin as defined within the Iowa Mitigation Banking document (Last revised: July 2019).

February 2, 2024

The White Fox Mitigation Bank is in compliance with the Banking Instrument.

- The required Conservation Easement, (White Fox, Grantor; Iowa Natural Heritage Foundation, Grantee) is filed with the Wright County Recorder.
- The required long-term maintenance account has been created.
- Construction is currently in progress.
- Credits will be within sufficient quantities and qualities for debit to meet the City of Grimes, Iowa requirements.

It is our understanding that City of Grimes, Iowa will require 0.04 forested wetland credits to satisfy unavoidable impacts described in the above referenced Section 404 Application. Upon the USACE permit approval and the signing of this Purchase Agreement, and the payment \$2,200.00 for the purchase of 0.04 forested wetland credits to White Fox Farms, LLC, White Fox Farms, LLC will debit 0.04 forested wetland credits from the White Fox Mitigation Bank's credit ledger to the appropriate projects.

General Provisions:

PRICE: The Purchase Price for 0.04 forested wetland credits will be \$2,200.00 payable to White Fox Farms, LLC upon approval of permit CEMVR-RD- 2011-275.

TIME FOR ACCEPTANCE: When accepted, this Agreement shall become a binding contract. If payment in full is not received within 30 days of the permit approval, this Purchase Agreement shall become Null and Void.

Immediately upon receiving payment and two signed originals, White Fox Farms, LLC will execute the documents, return a signed original to you, and by regular mail deliver a copy and proof of payment to:

Abigail Steele
Regulatory Project Manager
Rock Island District Corps of Engineers
Clock Tower Building – PO Box 2004
Rock Island, IL 51204-2004

February 2, 2024

Credits are not reserved until this document is fully executed and returned.

Date: February 2, 2024

Date: _____

White Fox Farms, LLC
2254 280th Street.
Clarion, Iowa 50525

City of Grimes
Attention: Matt Ahrens
410 SE Main Street
Grimes, Iowa 50111

For White Fox Farms, LLC:



Larry Anderson, Owner
White Fox Farms, LLC

For: City of Grimes, Iowa

Matt Ahrens
City of Grimes, Iowa

CITY COUNCIL COMMUNICATION
Meeting Date: 2/27/2024

AGENDA ITEM: Tru Hotel Site Plan

BACKGROUND: The applicant, Hope K Farms, is requesting approval of a site plan for a 4-story, 116-room Tru Hotel located at 701 NE Gateway Drive. The hotel will provide an indoor pool for guests. No other accessory uses, such as a restaurant or event space, are proposed. Parking is provided based on the recently updated off-street parking ordinance that requires one parking space per room plus ten spaces for employees and visitors. Because no accessory uses are proposed, staff are supportive of the parking accommodation onsite. In addition, the parking provided is consistent with Tru Hotel's model. Access to the site will be provided via a shared driveway off of NE Gateway Drive, which will provide access to future development on the property to the south.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: No

BOARD/COMMISSION ACTIONS: Planning and Zoning Commission Recommendation of Approval - 02/06/2024

STAFF RECOMMENDATION: Staff recommends approval of the Tru Hotel Site Plan.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Evann Martin, Assistant Planner, 515-986-4050, emartin@grimesiowa.gov

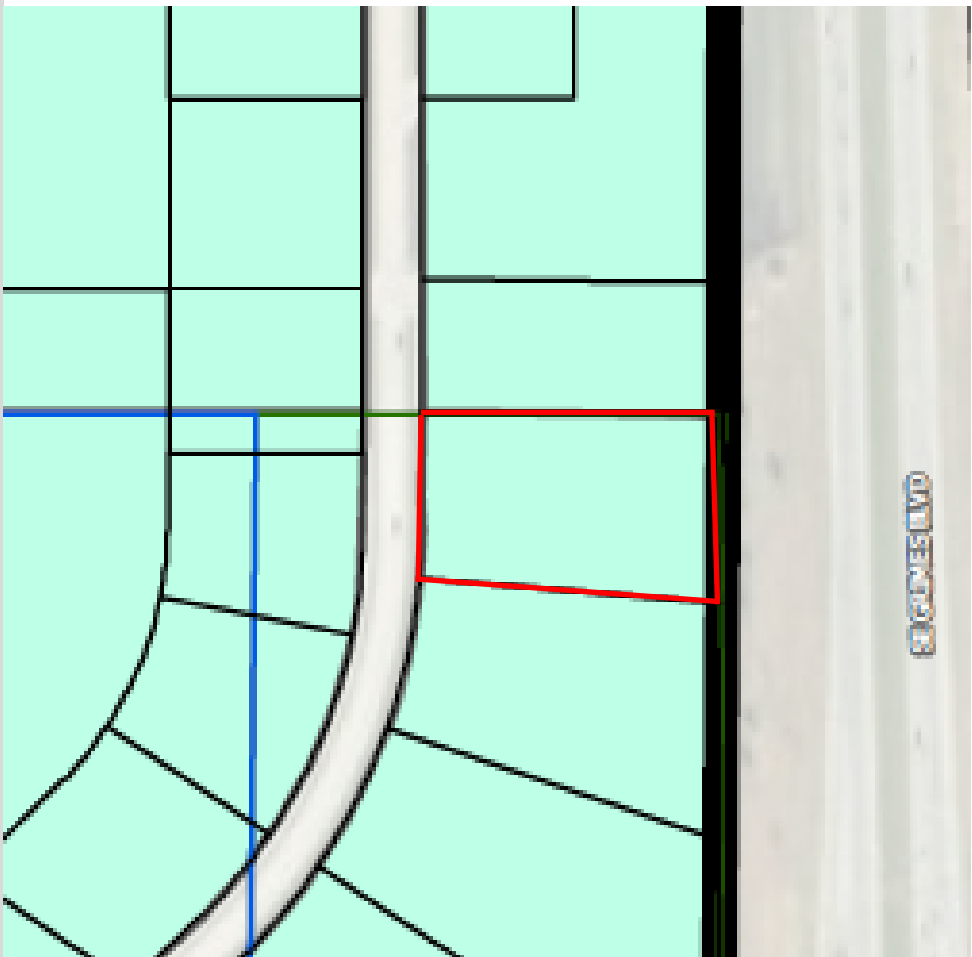
Prepared by: Evann Martin, Assistant Planner

Return to: Evann Martin, Assistant Planner

Location Map



Zoning Map



DATE

February 6, 2024

PROJECT NAME

Tru Hotel Site Plan

APPLICANT

Hope K Farms

REQUESTED ACTION

Approval of a site plan for a 116-room hotel

LOCATION

701 NE Gateway Drive

ZONING

R-4
Hope Commercial PUD

PLANNER

Evann Martin
emartin@grimesiowa.gov
515-986-4050

Relation to Comprehensive & Neighborhood Plans

LAND USES & ZONING

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Commercial	R-4
North	Commercial	Mixed-Use 1	R-4
South	Vacant	Commercial	R-4
East	Highway	Highway	R-4
West	Vacant	Commercial	R-4

PARKS

The Parks and Trails Master Plan planned for a trail along NE Gateway Drive. The trail is existing today on the west side of NE Gateway Drive. No other improvements were planned in this area.

Because the Tru Hotel site plan is commercial, no parkland dedication is required.



Future Land Use Map

Relation to Studies & Legal

RELATION TO STUDIES

The City hired Snyder & Associates to complete a traffic study of the Hope Commercial District which identified several roadway improvements throughout the development. The City was able to incorporate some of the improvements into the construction drawings including turn lanes on NE 10th Street and NE Heritage Drive and planning multiple access locations for the Grimes Plex. Staff has started the design process for improvements to the NE Gateway and E 1st Street intersection as identified in the traffic study which includes widening Gateway at the intersection and providing additional turn lanes.

Staff has started working with Snyder & Associates regarding future improvements to the NE Gateway Drive and Beaverbrooke Blvd intersection. A traffic signal, turning radius modifications, and the addition of three turn lanes (north, south and west legs of the intersection) will be constructed in the near future. A temporary traffic signal will be installed in 2024.

No roadway improvements are required for this site plan.



Legal

The site is part of the Hope Commercial PUD and is subject to the development agreement for the PUD.

A private ingress/egress easement will be reserved for the shared driveway upon development of the lot to the south.

Site Layout

ACCESS

The driveway will be a shared access with the lot to the south. Sidewalk will be provided along NE Gateway Drive and a sidewalk connection will be provided from the public sidewalk to the building.

SITE LAYOUT

The front entrance will have an area for vehicles to pull in. No drive-under canopy will be provided.

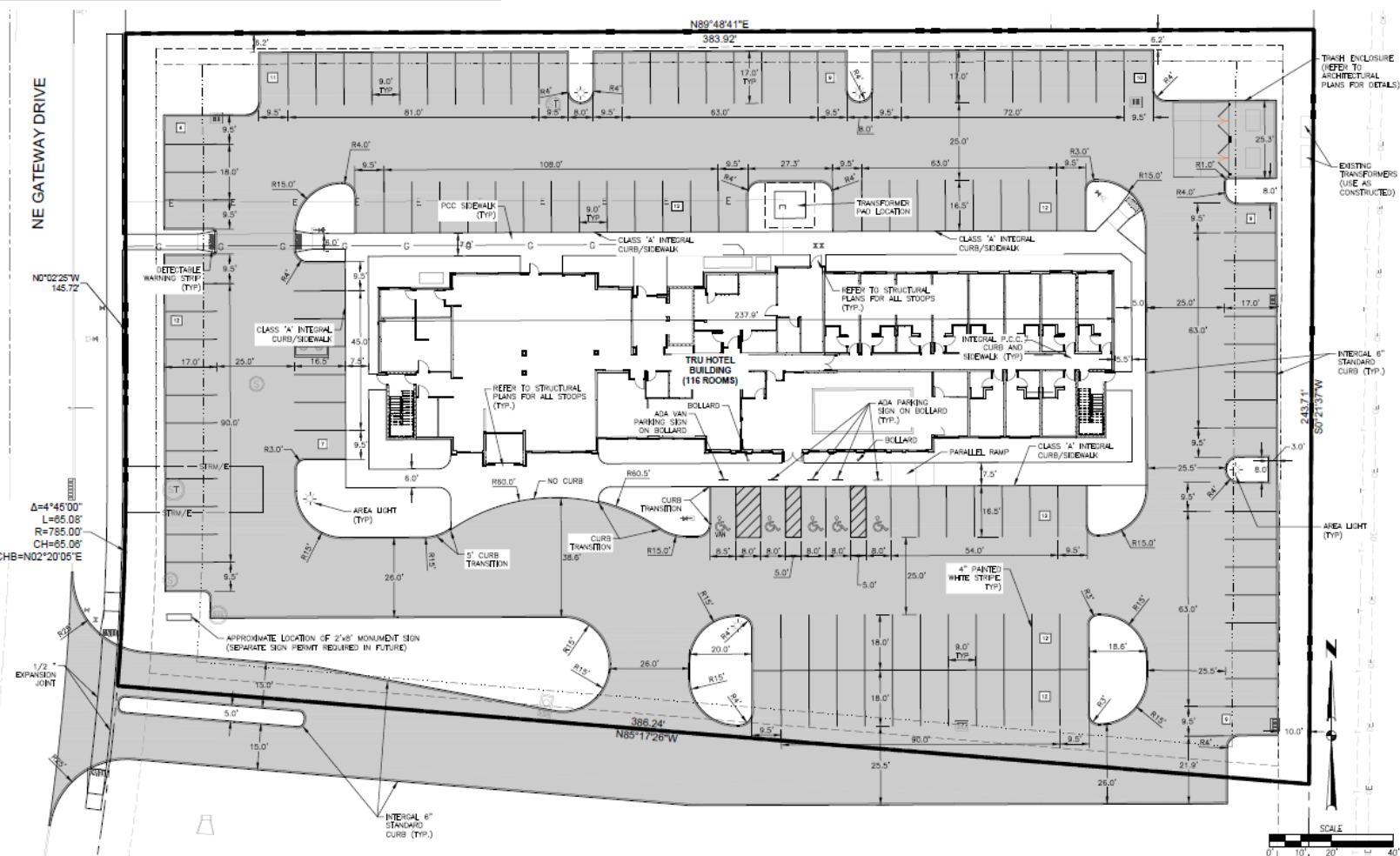
The dumpster enclosure will be located at the northeast corner of the site.

Parking Calculation Table

Required	Proposed
1 space per guest room plus 10 spaces for hotels without accessory uses	130 spaces
126 spaces	

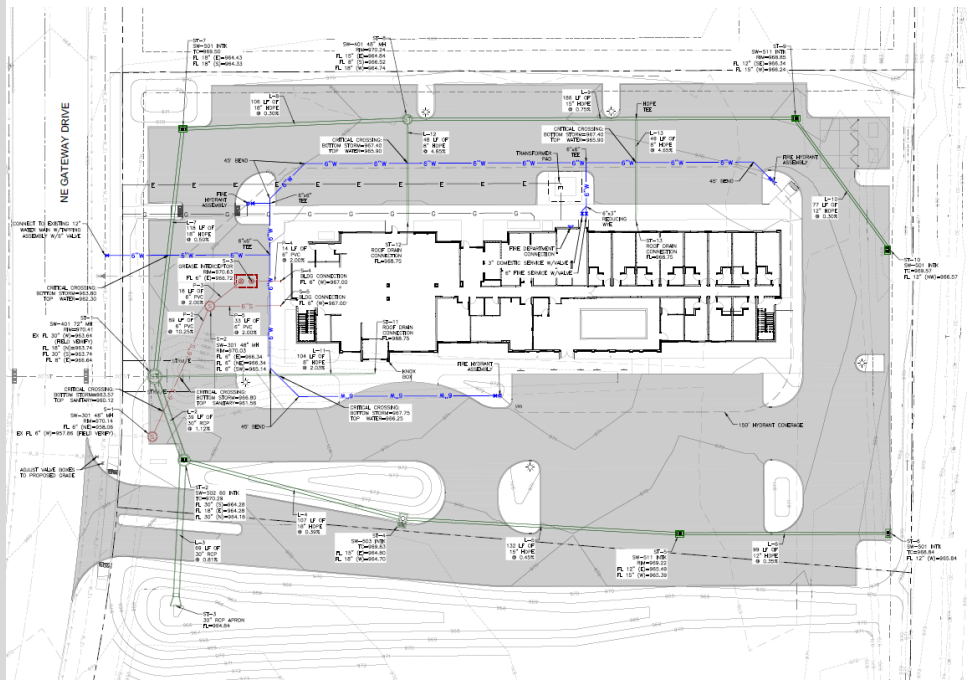
LIGHTING

Parking lot lighting will be provided.

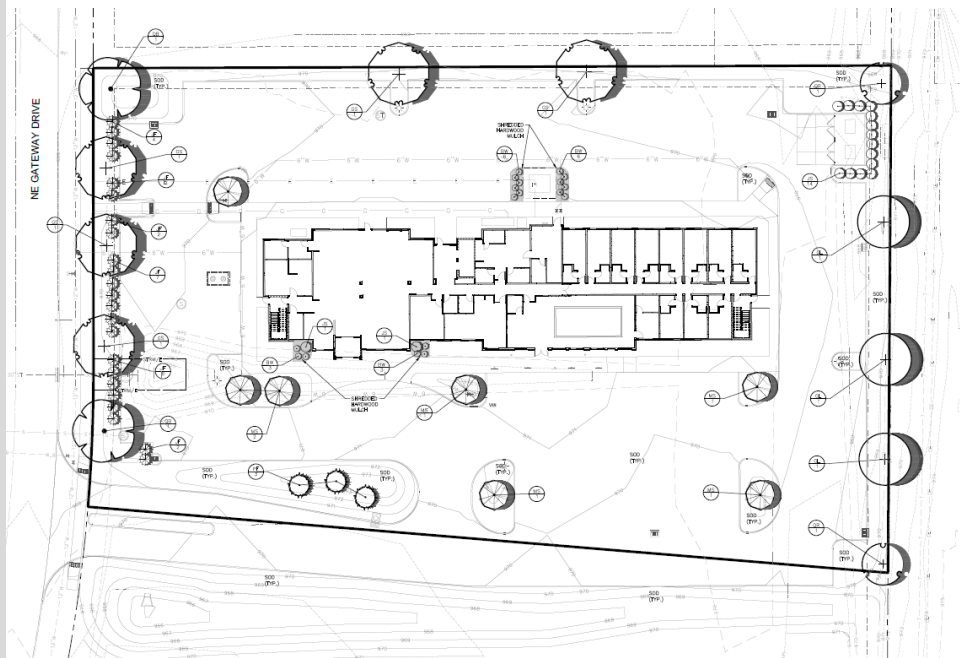


Utilities & Landscaping

Utilities Map



Landscaping Plan



SANITARY

The sanitary service stub is existing to the site and will be extended into the site.

WATER

Water service will be provided from the existing main on the east side of NE Gateway Drive. The building will be fitted with a sprinkler system and appropriate hydrant coverage is provided.

STORM WATER

Stormwater will be detained within the regional detention basin to the west.

LANDSCAPING

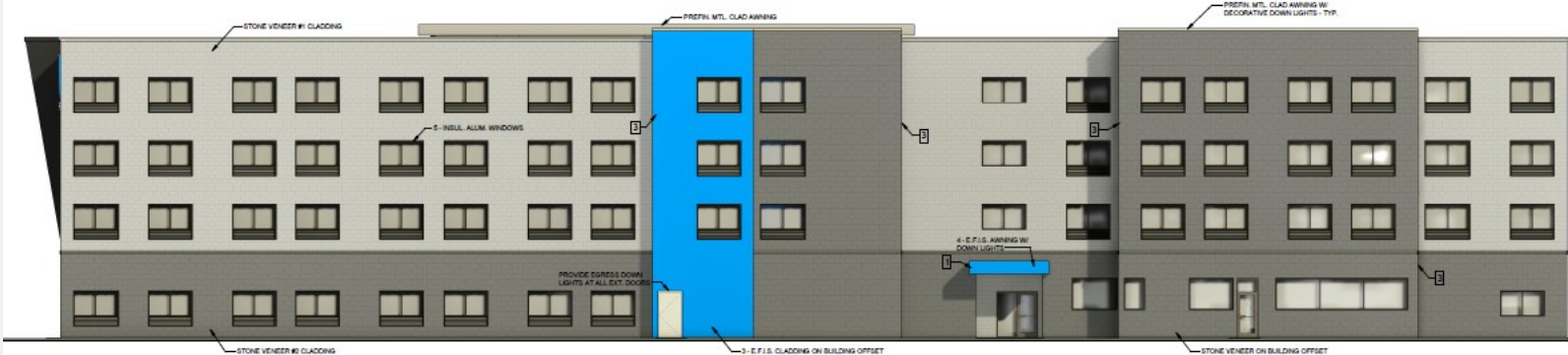
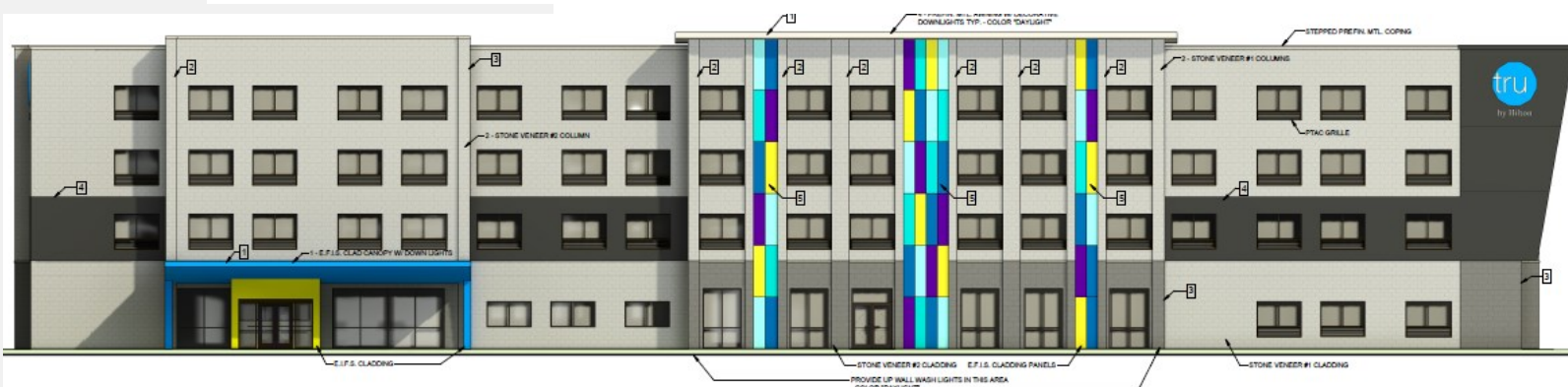
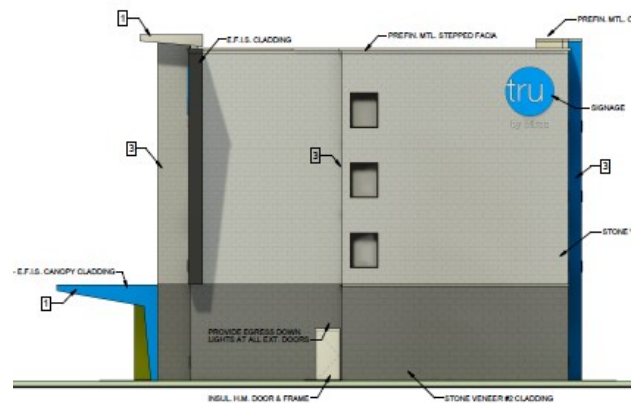
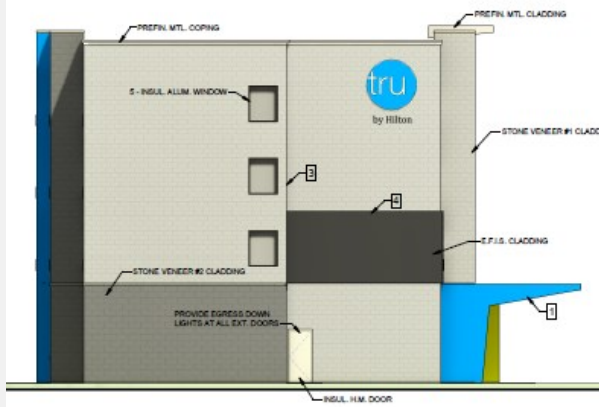
Trees are planted along the NE Gateway Drive and Highway 141 frontages. Evergreen shrubs will be provided along NE Gateway Drive to shield vehicle headlights out to the street. The site sits lower than Highway 141 so headlight screening is not necessary along the east side of the parking lot.

Architecture

The building will be constructed with stone veneer with EIFS and accents.

The enclosure will be constructed with stone veneer and metal gates to match the building.

White wall wash and down lighting will be provided on the south elevation.



Conclusion

STAFF RECOMMENDATION

Staff recommends approval of the Tru Hotel Site Plan.

Conclusion

The applicant is requesting site plan approval for a 116-room Tru Hotel. The building will be constructed principally with stone veneer with EIFS accents.

A private ingress/egress easement will be reserved for the shared driveway upon development of the lot to the south.

All site plan comments have been addressed at this time.





Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~December 20, 2023~~

~~January 9, 2024~~

~~January 16, 2024~~

~~January 31, 2024~~

~~February 2, 2024~~

~~February 20, 2024~~

Civil Design Advantage

Attn: Josh Trygstad

4121 NW Urbandale Drive

Urbandale, IA 50322

RE: Tru Hotel Site Plan

Dear Mr. Trygstad:

The Development Services Department is in receipt of a proposed Site Plan for the Tru Hotel. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Provide lighting cut sheets for parking and building lighting.~~
- ~~2. Staff went out to the site and saw there are two utility boxes along the east side of the property. They are not shown on the site plan. Will the utility boxes remain in place or be moved? Please show the locations on the site plan.~~
- ~~3. Staff would ask to evaluate a 3-lane setup for the exit. In review of the proposed access locations for the Hope Commercial development, through movements will be anticipated. In addition, since there is only one-way in and out, the additional lane would help move people in and out.~~
- ~~4. Will ingress/egress easements be provided with the site plan for the shared driveway?~~
- ~~5. Will a monument sign be proposed in the future? Location not shown. The location is not required now since a separate sign permit will be required but it would be good to see the general location to make sure there are no conflicts/concerns.~~
- ~~6. Is the 3" water service size sufficient for 120 keys plus a pool?~~

- ~~7. Please provide truck turning movements. The turning movements appear to cross into parking a bit. Staff has concerns that trucks won't be able to maneuver if vehicles are parked there.~~

Cover Sheet:

- ~~1. Update the building setbacks per the PUD.~~
- ~~2. Add to the City of Grimes Standard Notes: General Notes:
"k. The contractor shall be responsible for locating all newly constructed public and private utilities associated with the project at their expense until the City accepts the project through the Grimes City Council."~~
- ~~3. Provide signed application and plan review fees.~~

C1.1:

- ~~1. Show valve for the 8-inch service to the west.~~

C2.1:

- ~~1. Remove City of Grimes Standard Notes Label.~~
- ~~2. Verify the valve for 8-inch service to the west is out of the proposed curb line.~~
- ~~3. Delineate sidewalk through the driveways with solid lines and label ½" expansion joints on each side of the sidewalk.~~
- ~~4. Where are bollards proposed? Please label.~~
5. Please provide a stop sign out to the public street.

C3.1:

- ~~1. Verify tie-in elevation for the public sidewalk to the north.~~
- ~~2. Staff would suggest moving some ADA parking to the north side of the building.~~

C4.1:

- ~~1. Do the quantities for seeding, fertilizing, and mulching include for temporary stabilization measures? The erosion control plan calls for Type 2 seed for final stabilization while the landscaping plan calls for Type 1 or sod. Type 2 should not~~

be used for final stabilization. The final stabilization needs to match the landscape plan.

2. — Please provide inlet protection devices and maintenance for intakes adjacent to the site to help capture any track out. Include these devices in the quantities table as well.
3. — Ensure matting is installed on all slopes 3:1 or steeper.

C5.1:

1. — Label all critical crossing locations. Label crossing elevations for P-2 and L-2.
2. — Callout adjustment of valve boxes within the ROW.
3. — Staff has concerns with the storm manhole in the sidewalk connection from Gateway Dr. It will be difficult to get it to align due to the sidewalk slope and will likely shift through the seasons. In addition, the manhole is halfway through the sidewalk which will likely cause the sidewalk to break. Staff suggest moving the sidewalk connection south to avoid the storm sewer while still providing connection to the building.

L1.1:

1. — Label the ground cover throughout the site. What areas are sod, mulch, rock?
2. — Revise Landscape Note #5 to note seed or to note sod, not both.
3. — Staff recommends changing the Colorado Spruce for a different tree. The spruces can get pretty large and will likely block visibility or grow out into the drive aisles.
4. — Please remove the bush from the parking lot on the north side of the building.
5. — Staff recommend adding some foundation plantings around the building.
6. — Please provide shrubs along NE Gateway Drive to provide headlight screening. Staff recommends providing evergreen plantings to provide screening year-round.

Architecture:

1. — Label lighting locations. Is lighting other than emergency lighting proposed on the building? If so, please label locations. What color of lighting is proposed? Will there be any changing colors?

2. ~~Provide list/labels demonstrating 5 architectural elements on the building per the list in Section 12-11-1.24.A.1.b. Please update the list to the following:~~
 - a. ~~Canopies~~
 - b. ~~Offset~~
 - c. ~~Popouts (EIFS projected band, popouts at entryways less than 4')~~
 - d. ~~Architectural banding (EIFS cladding #2 band south and west)~~
 - e. ~~Vertical architectural treatment a minimum of 12 inches in width (colored EIFS on south elevation)~~
3. ~~Revise building materials to provide 75% brick, stone, or masonry on all sides of the building, excluding windows, doors and louvers. EIFS can be provided for up to 25% of the building materials.~~
4. ~~Provide building material calculations.~~
5. ~~Provide dumpster enclosure detail. Please revise the enclosure gates. The gates need to be metal framed, opaque gates. Chainlink with slats is not permitted.~~
6. ~~Can some windows be added to the stairway on the east side of the building to help break up the east elevation? Staff would still like to see some windows if possible since the east wall will be visible from Hwy 141 but are pleased with how this building is shaping up.~~
7. ~~Please provide material swatches/photos on the elevation sheets showing the proposed EIFS and stone. What type of stone is proposed? What does the EIFS look like? Where is the Dryvit TerraNeo proposed? Dryvit is not proposed for this building.~~

SWPPP:

1. ~~Include a signed copy of the owner's certification statement.~~
2. **Include a site supervisor contact once known.**
3. **Include a SWPPP monitoring contact once known.**
4. ~~Total disturbed area cannot be greater than total area of the site.~~
5. ~~Page 17, comment 15 consider revising as this permit is for an indivial lot.~~
6. ~~Include notification to City of Grimes in spill reporting.~~

7. ~~Include signature on NOI.~~
8. ~~Include affidavit of publication for public notice~~
9. **Include IDNR letter of authorization once available.**
10. ~~Include signature on City of Grimes SWPPP certification.~~
11. **Provide construction schedule once known.**
12. **Include signed certification statements from all contractors/ subcontractors.**
13. **Include filled out copy of inspector qualifications sheet once known.**
14. **Include filled out stormwater pollution prevention training log once known.**

Stormwater Management Plan (SWMP)

1. ~~Storm Sewer Map: Please show the entire drainage area on the sheet. DA 3 is cutoff. Label contours.~~

Site Plan (SP)

1. ~~C5.1: Provide drop within storm sewer structures.~~
2. ~~C5.1: Provide critical crossing labels and elevations.~~

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE:	December 28, 2024 January 16, 2024 (1 PDF of Site plan with Elevation Plan included)
PLANNING & ZONING:	February 6, 2024 at 5:30
COUNCIL MEETING:	February 27, 2024 at 5:30

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

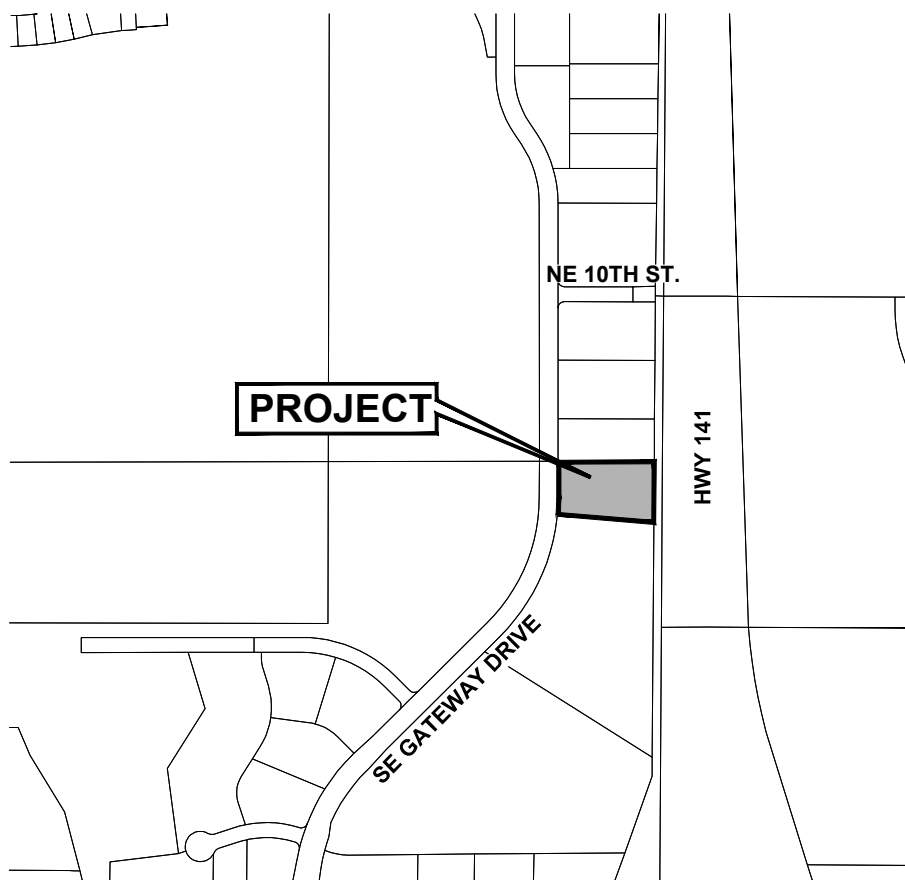
Sincerely,

Evann Martin
Assistant Planner

SITE PLAN FOR:
HOPE DISTRICT - TRU HOTEL

701 NE GATEWAY DRIVE
GRIMES, IOWA

VICINITY MAP
NOT TO SCALE



GRIMES, IOWA

OWNER/APPLICANT

HOPE DEVELOPMENT & REALTY
4500 WESTOWN PARKWAY, SUITE 277
WEST DES MOINES, IOWA 50266
CONTACT: ARASH RAZIZADEH
EMAIL: ARASH.RAZIZADEH@EPCMG.COM
PH: (515) 381-3925

ENGINEER/ SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
CONTACT: JOSH TRYGSTAD
EMAIL: JOSHT@CDA-ENG.COM
PH. (515) 369-4400
FX. (515) 369-4410

BENCHMARKS

BURY BOLT ON HYDRANT @ SE CORNER OF HWY 44 & SE
GATEWAY DRIVE
ELEVATION=940.44

CITY BENCHMARK G6J-012
CAP BOLT ON HYDRANT @ SW CORNER OF 5TH STREET &
NORTH LITTLE BEAVER DRIVE
ELEVATION=926.02

CITY BENCHMARK G6N-004
CAP BOLT ON FIRE HYDRANT AT THE SOUTHWEST CORNER OF
NORTH 4TH STREET AND NORTH LITTLE BEAVER DRIVE
ELEVATION=927.36

ZONING

PUD - COMMERCIAL EAST

CONSTRUCTION SCHEDULE

ANTICIPATED START DATE = SPRING 2024
ANTICIPATED FINISH DATE = FALL 2024

SUBMITTAL DATES

FIRST SUBMITTAL: 12/11/2023
SECOND SUBMITTAL: 01/02/2024
THIRD SUBMITTAL: 01/17/2024
FOURTH SUBMITTAL: 02/01/2024

PROPERTY DESCRIPTION

LOT 43 HOPE COMMERCIAL PLAT 4

PROJECT SITE ADDRESS

701 NE GATEWAY DRIVE

LAND USE

EXISTING: UNDEVELOPED
PROPOSED: HOTEL

DEVELOPMENT SUMMARY

AREA: 2.00 ACRES (87,152 SF)

SETBACKS:
FRONT YARD 25'
REAR YARD 25'
SIDE YARD 10'
BUILDING SEPARATION 20'

PRIMARY FRONTAGE COVERAGE:

NE GATEWAY DRIVE
LOT FRONTAGE: 211 FT
HIGHWAY 141
LOT FRONTAGE: 244 FT

OPEN SPACE:
SEE LANDSCAPE PLAN

PARKING
ONE (1) SPACE PER GUEST ROOM PLUS TEN (10) SPACES FOR HOTELS
WITHOUT ACCESSORY USES.

GUEST ROOMS 116

PARKING REQUIRED = 126 SPACES

PARKING PROVIDED = 130 SPACES

INDEX OF SHEETS

NO.	DESCRIPTION
C0.0	COVER SHEET
C1.1	TOPOGRAPHIC SURVEY/DEMOLITION PLAN
C2.1	DIMENSION PLAN
C3.1	GRADING PLAN
C4.1	EROSION AND SEDIMENT CONTROL PLAN
C5.1	UTILITY PLAN
L1.1	LANDSCAPE PLAN

CITY OF GRIMES STANDARD NOTES

GENERAL NOTES:

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT VERSION OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) FOR PUBLIC IMPROVEMENTS ON THE DATE OF APPROVAL AND THE CITY OF GRIMES SUPPLEMENTAL SPECIFICATIONS.
- A PRECONSTRUCTION MEETING IS REQUIRED PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THIS MEETING. CONTACT THE CITY OF GRIMES BUILDING DIVISION (515.986.4050).
- ALL PERMITS (IDNR, NPDES, IDOT, ARMY CORP., ETC.) SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION.
- PROVIDE THE CITY OF GRIMES WITH RECORD DRAWINGS (AS-BUILTS) OF ALL IMPROVEMENTS AND EASEMENTS AS PER CITY COMMERCIAL AS-BUILT POLICY.
- THE RECORD DRAWINGS SHOULD INCLUDE A CERTIFIED GRADING SHEET AND AS-BUILT PLANS OF ALL STORMWATER MANAGEMENT FACILITIES ON SITE WITH A CERTIFICATION STATEMENT SIGNED BY THE DESIGN ENGINEER INDICATING THAT THE FACILITIES WERE CONSTRUCTED AS DESIGNED.
- RECORD DRAWINGS TO INCLUDE ONE ELECTRONIC FILE IN .DWG AND .PDF FILE EXTENSIONS.
- TYPICAL BUILDING SERVICE LAYOUT TO REFLECT THE CITY'S SERVICE ORDER FROM LEFT TO RIGHT FACING THE LOT SANITARY, WATER, SUMP. MARK THE ENDS OF SERVICES WITH A STEEL FENCE POST AND PAINT GREEN FOR SANITARY, BLUE FOR WATER, AND WHITE FOR STORM. MARK THE ENDS OF SANITARY AND SUMP WITH A 2 X 4 FROM END OF PIPE TO 2' ABOVE GRADE.
- A KNOX BOX IS REQUIRED BY THE FIRE DEPARTMENT.
- ALL SITE LIGHTING SHALL NOT SPILL ONTO ADJACENT PROPERTIES OR RIGHTS-OF-WAY.
- PROVIDE A 4-YEAR MAINTENANCE BOND FOR ALL PUBLIC IMPROVEMENTS (UTILITY, PAVING, SUBGRADE) WITH AN ITEMIZED COST BREAKDOWN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL NEWLY CONSTRUCTED PUBLIC AND PRIVATE UTILITIES ASSOCIATED WITH THE PROJECT AT THEIR EXPENSE UNTIL THE CITY ACCEPTS THE PROJECT THROUGH THE GRIMES CITY COUNCIL.

SANITARY SEWER NOTES:

- THE CONTRACTOR IS REQUIRED TO PLACE A TEMPORARY PLUG IN THE EXISTING DOWNSTREAM SANITARY SEWER MANHOLE PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL REMOVE THE PLUG FOLLOWING APPROVAL OF CONSTRUCTION BY THE CITY OF GRIMES.
- SANITARY GRAVITY PIPE MATERIAL SHALL BE PVC SDR 26 OR TRUSS (8" TO 15').
- SANITARY GRAVITY SERVICE PIPE MATERIAL SHALL BE PVC SDR 23.5 (4" TO 6').
- ALL SANITARY SEWER MANHOLES SHALL HAVE STEPS.
- ALL SANITARY SEWER MANHOLES CASTINGS SHALL BE SEALED WITH HEAT SHRINK SLEEVES.
- ALL SANITARY SEWER MANHOLE CASTINGS LOCATED WITHIN PAVEMENT SHALL BE TYPE B-PCC W/ADJUSTING MECHANISM.
- SANITARY SEWER CLEANING & TELEVISION SHALL BE COMPLETED PRIOR TO PAVING. RUN SUFFICIENT DYED WATER THROUGH PIPE PRIOR TO TELEVISION. PROVIDE THE VIDEO AND INSPECTION REPORT TO THE CITY ENGINEERING DIVISION.

WATER MAIN NOTES:

- ALL FIRE HYDRANTS SHALL BE AMERICAN FLOW CONTROL-WATEROUS PACER WB-67-250, MUELLER SUPER CENTURION 250 (3-WAY A-423), OR GLOW MEDALLION F-254S. ALL HYDRANTS SHALL HAVE THE FOLLOWING: 6" MJ SHOE, 2-1/2" HOSE NOZZLE, 4-1/2" STEAMER NOZZLE, NST THREADS, PENTAGON OPERATING NUT, CHAIN ON CAP, OPEN LEFT, 5-1/2" BURY, AND FACTORY PAINTED RED. THE MINIMUM SPOOL PIPE LENGTH FROM AUXILIARY VALVE TO HYDRANT SHOE SHALL BE 2.0'.
- ALL HYDRANTS WILL IMMEDIATELY BE COVERED WITH A BLACK PLASTIC BAG (OR EQUIVALENT) ONCE THE HYDRANT IS INSTALLED. THE CITY OF GRIMES WILL NOTIFY THE CONTRACTOR WHEN THE BAGS CAN BE REMOVED.
- A TRACER WIRE RECEPTACLE SHALL BE INSTALLED AT EACH HYDRANT, AA MANUFACTURING TRACER WIRE RECEPTACLE MODEL TW-18-2.
- ALL VALVES SHALL BE RESILIENT WEDGE GATE VALVES.
- WATER SERVICE SHALL BE 1-INCH MINIMUM TYPE K COPPER.
- THE CITY OF GRIMES SHALL DO THE FILLING OF THE WATER MAIN.
- NEW WATER MAIN SHALL BE PRESSURE TESTED AND CHLORINATED BY THE CONTRACTOR. THE BACTERIA TEST AND SUBMITTAL OF TEST TO LAB SHALL BE DONE BY THE CONTRACTOR AND RESULTS PROVIDED TO THE CITY OF GRIMES ENGINEERING DIVISION. ALL TESTS AND SAMPLING TO BE WITNESSED BY THE CITY ENGINEERING DIVISION. IF THE TEST DOES NOT PASS, THE CONTRACTOR WILL BE REQUIRED TO PAY FOR ALL THE WATER USED TO REPEAT THE TEST.
- ALL WATERMAIN FITTINGS TO BE RESTRAINED JOINT, MEGA-LUG OR APPROVED EQUAL.
- ALL DEAD-END WATER MAINS TO HAVE TEMPORARY BLOWOFF HYDRANTS.

STORM SEWER NOTES:

- ALL STORM SEWER IN THE ROW SHALL BE RCP, UNLESS OTHERWISE APPROVED BY THE CITY.
- ALL FLARED END SECTIONS SHALL HAVE FOOTINGS AND APRON GRATES. THE LAST 3 PIPE SECTIONS AND THE FLARED END SECTION ON ALL STORM SEWERS SHALL BE TIED. ALL STORM SEWER JOINTS SHALL BE WRAPPED WITH ENGINEERING FABRIC UNLESS OTHERWISE DIRECTED.
- THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY FIELD TILE DAMAGED DURING CONSTRUCTION. THE TILE SHOULD BE DIRECTED TO PUBLIC STORM SEWER IF POSSIBLE. THE CONTRACTOR SHALL RECORD THE ELEVATION AND LOCATION OF ALL TILES AND INCLUDE ON RECORD DRAWINGS.
- PUBLIC STORM SEWER CLEANING & TELEVISION SHALL BE COMPLETED PRIOR TO PAVING. RUN SUFFICIENT DYED WATER THROUGH PIPE PRIOR TO TELEVISION. PROVIDE THE VIDEO AND INSPECTION REPORT TO THE CITY ENGINEERING DIVISION.
- USE O RING GASKETS ON STORM SEWERS CROSSING OVER WATER MAIN PER IDNR REQUIREMENT.

GENERAL LEGEND

PROPOSED

PROPERTY BOUNDARY
SECTION LINE
CENTER LINE
RIGHT OF WAY
BUILDING SETBACK
PERMANENT EASEMENT
TEMPORARY EASEMENT

TYPE SW-501 STORM INTAKE
TYPE SW-502 STORM INTAKE
TYPE SW-503 STORM INTAKE
TYPE SW-505 STORM INTAKE
TYPE SW-506 STORM INTAKE
TYPE SW-512 STORM INTAKE
TYPE SW-513 STORM INTAKE
TYPE SW-401 STORM MANHOLE
TYPE SW-402 STORM MANHOLE

FLARED END SECTION

TYPE SW-301 SANITARY MANHOLE

STORM/SANITARY CLEANOUT

WATER VALVE

FIRE HYDRANT ASSEMBLY

SIGN

DETECTABLE WARNING PANEL

WATER CURB STOP

SANITARY SEWER

SANITARY SERVICE

STORM SEWER

STORM SERVICE

WATERMAIN WITH SIZE

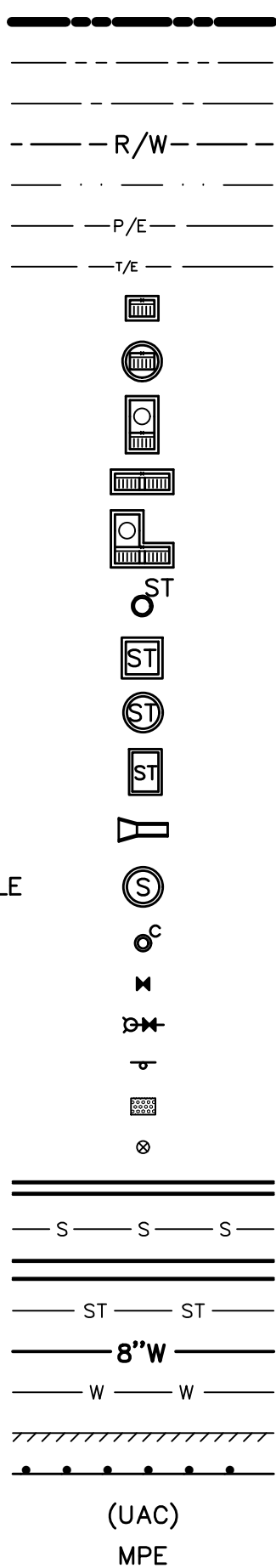
WATER SERVICE

SAWCUT (FULL DEPTH)

SILT FENCE

USE AS CONSTRUCTED

MINIMUM PROTECTION ELEVATION



EXISTING

SANITARY MANHOLE
WATER VALVE BOX
FIRE HYDRANT
WATER CURB STOP
WELL
STORM SEWER MANHOLE
STORM SEWER SINGLE INTAKE
STORM SEWER DOUBLE INTAKE
FLARED END SECTION
DECIDUOUS TREE
CONIFEROUS TREE
DECIDUOUS SHRUB
CONIFEROUS SHRUB
ELECTRIC POWER POLE
GUY ANCHOR
STREET LIGHT
POWER POLE W/ TRANSFORMER
UTILITY POLE W/ LIGHT
ELECTRIC BOX
ELECTRIC TRANSFORMER
ELECTRIC MANHOLE OR VAULT
TRAFFIC SIGN

TELEPHONE JUNCTION BOX
TELEPHONE MANHOLE/VAULT
TELEPHONE POLE
GAS VALVE BOX
CABLE TV JUNCTION BOX
CABLE TV MANHOLE/VAULT
MAIL BOX
BENCHMARK
SOIL BORING

UNDERGROUND TV CABLE
GAS MAIN
FIBER OPTIC

UNDERGROUND TELEPHONE
OVERHEAD ELECTRIC
UNDERGROUND ELECTRIC

FIELD TILE
SANITARY SEWER W/ SIZE
STORM SEWER W/ SIZE
WATER MAIN W/ SIZE

UNDERGROUND TV CABLE
GAS MAIN
FIBER OPTIC

UNDERGROUND TELEPHONE
OVERHEAD ELECTRIC
UNDERGROUND ELECTRIC

FIELD TILE
SANITARY SEWER W/ SIZE
STORM SEWER W/ SIZE
WATER MAIN W/ SIZE

UNDERGROUND TV CABLE
GAS MAIN
FIBER OPTIC

UNDERGROUND TELEPHONE
OVERHEAD ELECTRIC
UNDERGROUND ELECTRIC

FIELD TILE
SANITARY SEWER W/ SIZE
STORM SEWER W/ SIZE
WATER MAIN W/ SIZE

UNDERGROUND TV CABLE
GAS MAIN
FIBER OPTIC

UNDERGROUND TELEPHONE
OVERHEAD ELECTRIC
UNDERGROUND ELECTRIC

FIELD TILE
SANITARY SEWER W/ SIZE
STORM SEWER W/ SIZE
WATER MAIN W/ SIZE

UNDERGROUND TV CABLE
GAS MAIN
FIBER OPTIC

UNDERGROUND TELEPHONE
OVERHEAD ELECTRIC
UNDERGROUND ELECTRIC

FIELD TILE
SANITARY SEWER W/ SIZE
STORM SEWER W/ SIZE
WATER MAIN W/ SIZE

UNDERGROUND TV CABLE
GAS MAIN
FIBER OPTIC

UNDERGROUND TELEPHONE
OVERHEAD ELECTRIC
UNDERGROUND ELECTRIC

FIELD TILE
SANITARY SEWER W/ SIZE
STORM SEWER W/ SIZE
WATER MAIN W/ SIZE

UNDERGROUND TV CABLE
GAS MAIN
FIBER OPTIC

UNDERGROUND TELEPHONE
OVERHEAD ELECTRIC
UNDERGROUND ELECTRIC

FIELD TILE
SANITARY SEWER W/ SIZE
STORM SEWER W/ SIZE
WATER MAIN W/ SIZE



CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE, URBANDALE, IA 50322
PH: (515) 369-4400 Fax: (515) 369-4410
PROJECT NO. 2211.780



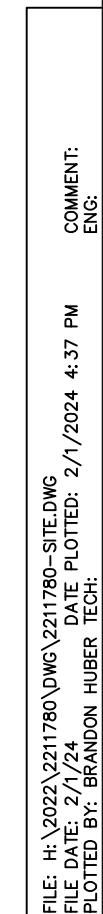
1-800-292-8989
www.iowaonecall.com



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS
PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION
AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF IOWA.

JOSHUA J. MOSSAD, P.E. DATE
19228
LICENSE RENEWAL DATE IS DECEMBER 31, 2024
PAGES OR SHEETS COVERED BY THIS SEAL:
C0.0-C5.1

PRELIMINARY
NOT FOR CONSTRUCTION



DATE: 02/01/2024

SHEET NUMBER: **C1.1**
2211.780

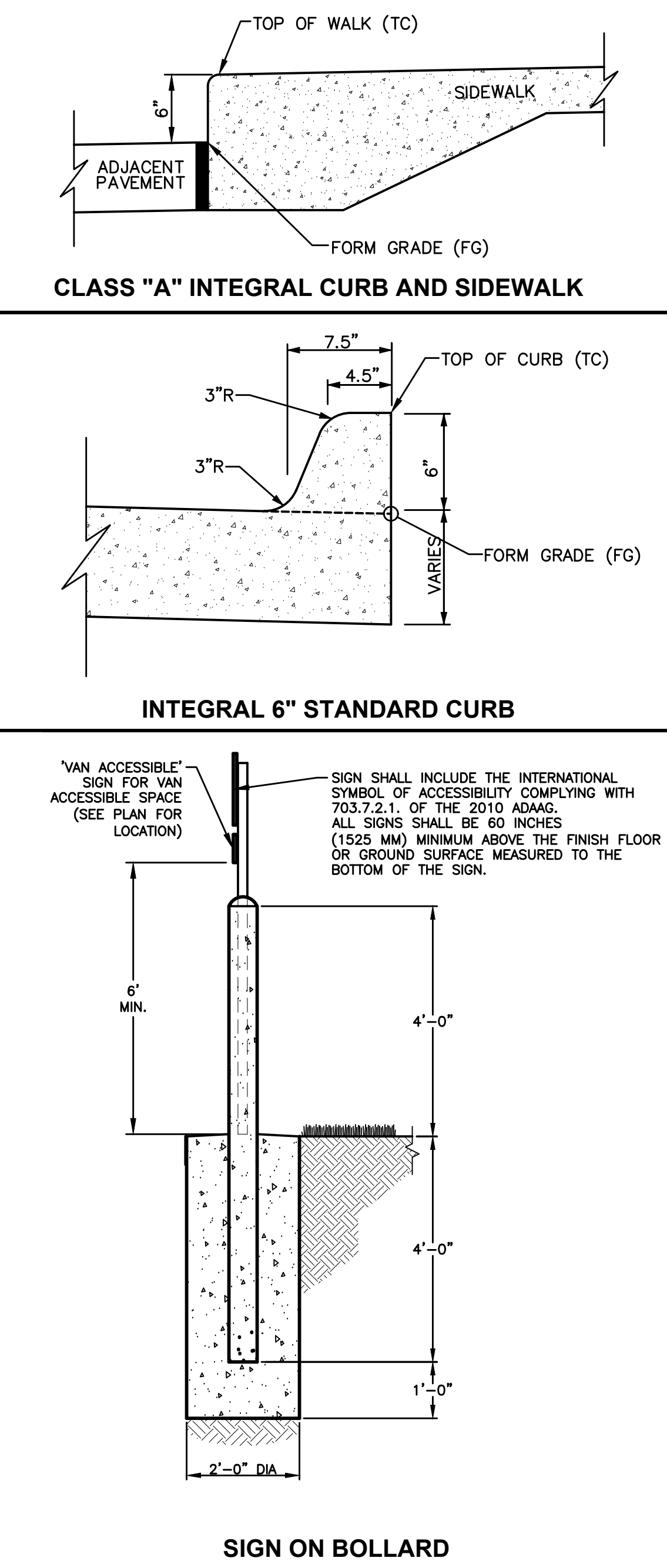
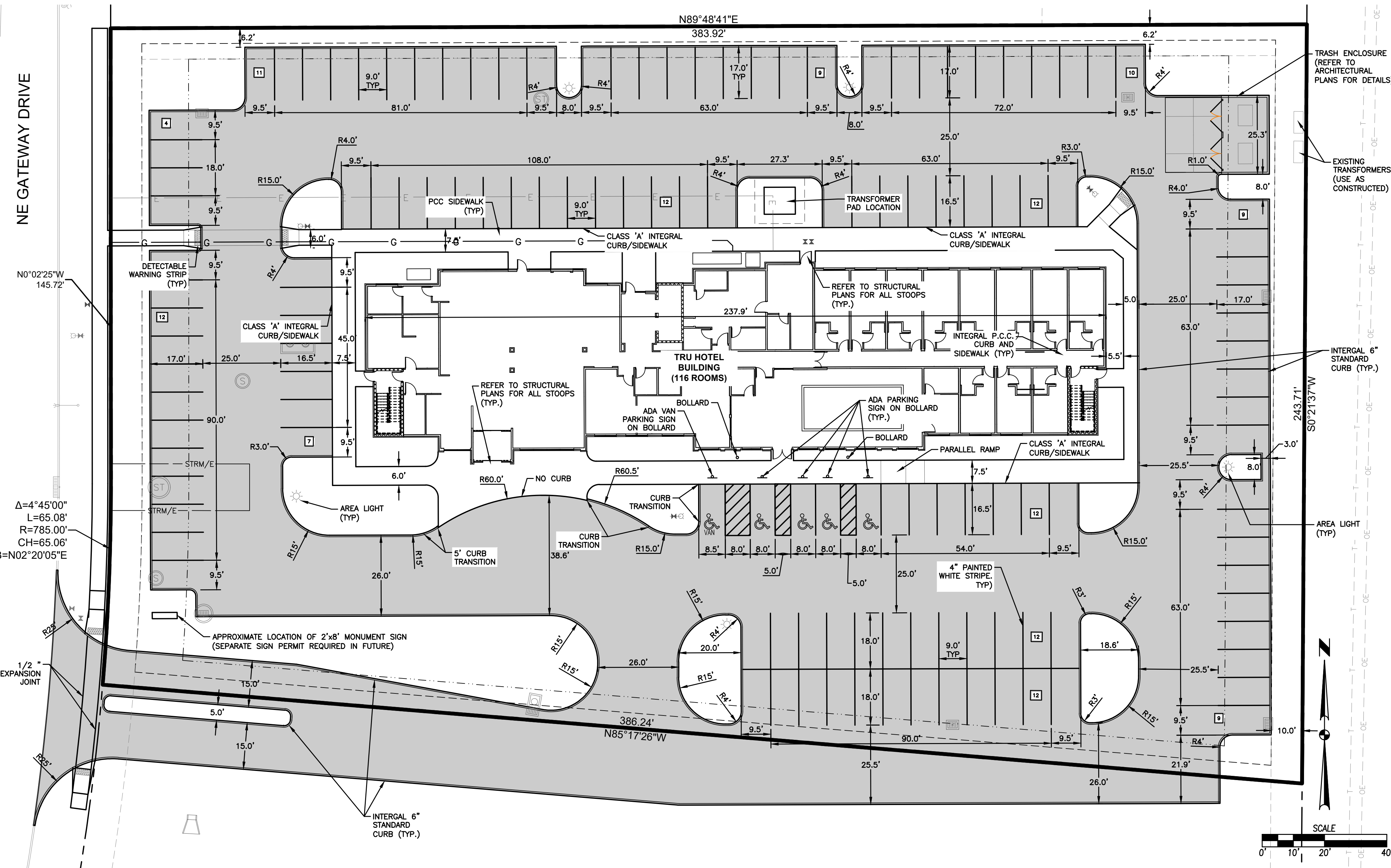
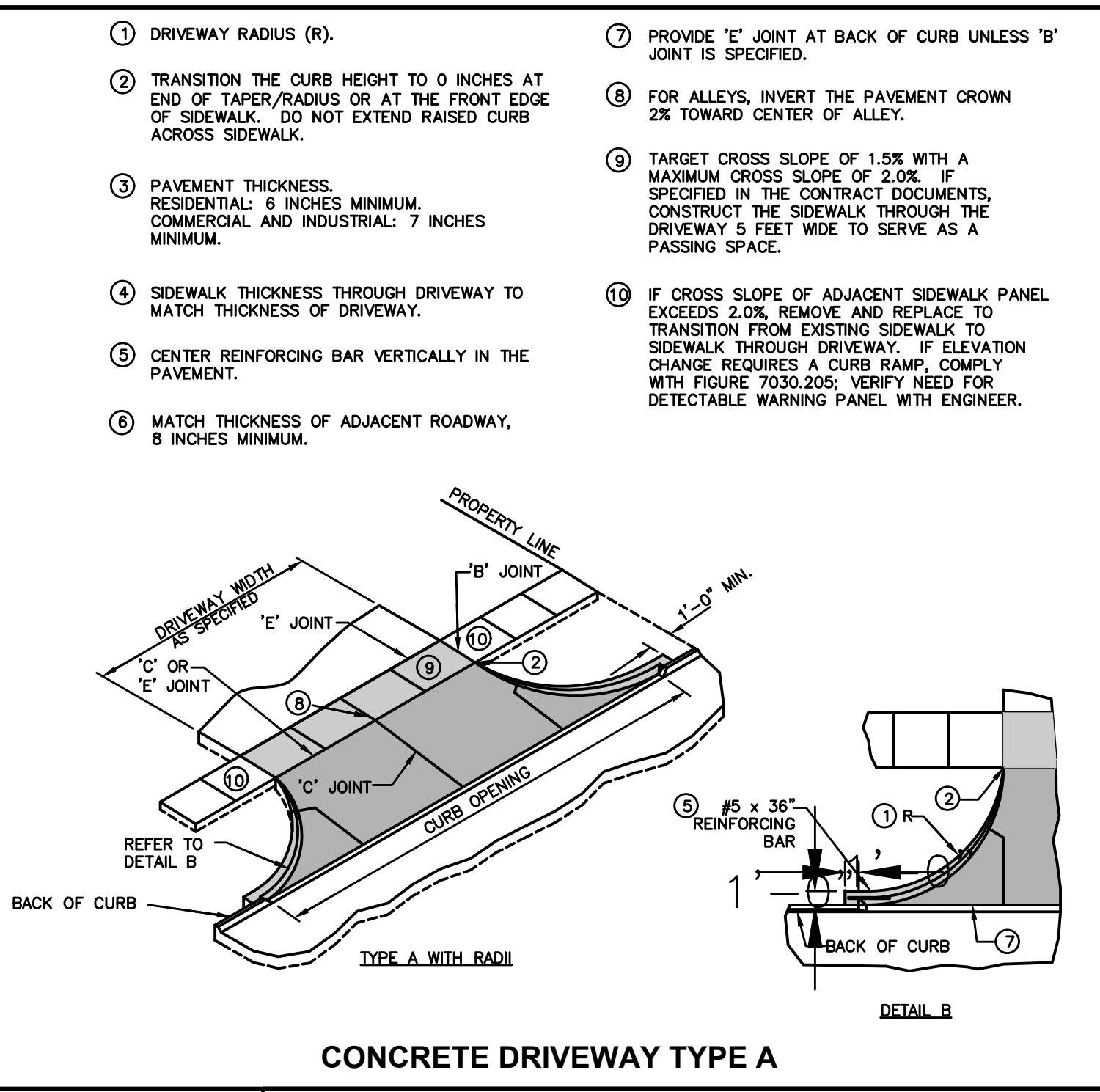
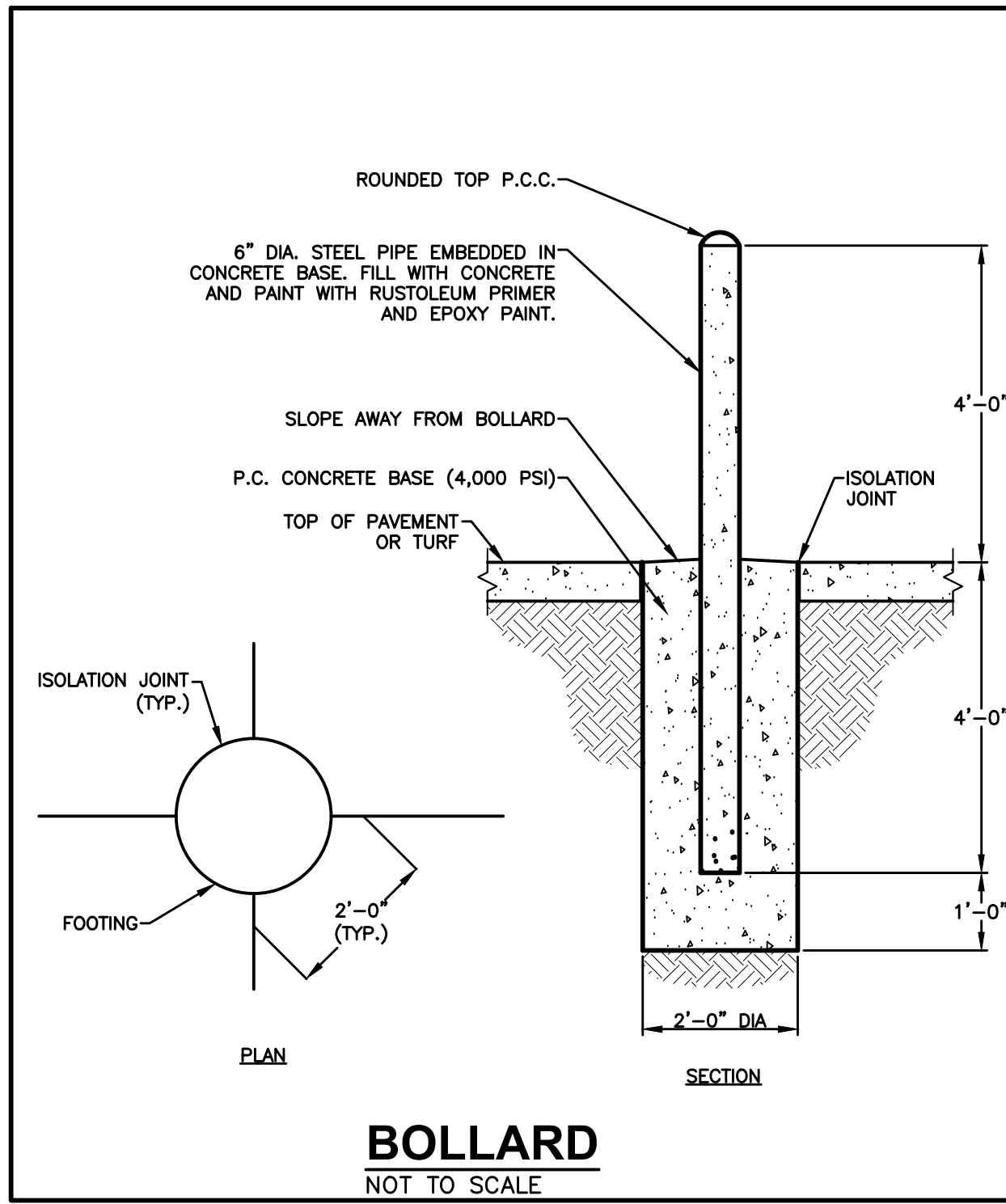
PAVEMENT NOTES

- ALL PAVEMENT WORK, PUBLIC OR PRIVATE SHALL BE DONE IN ACCORDANCE WITH SUDAS STANDARDS SPECIFICATIONS.
- SIDEWALKS, DRIVEWAYS, DRIVE LANES WITHIN PARKING AND PARKING SPACES SHALL BE CLASS C PORTLAND CEMENT CONCRETE (P.C.C.) COARSE AGGREGATE FOR P.C.C. CONSTRUCTION SHALL BE CLASS 3 DURABILITY.
- PLACE 3/4 INCH EXPANSION JOINT BETWEEN ALL P.C.C. PAVEMENT/SIDEWALKS AND BUILDING. PLACE 1/2 INCH EXPANSION JOINT BETWEEN SIDEWALKS AND P.C.C. PAVEMENT.
- PAVEMENT THICKNESS:

SIDEWALKS	4" P.C.C.
DRIVEWAY/ PARKING	6" P.C.C.
SIDEWALK RAMPS	6" P.C.C.
TRASH ENCLOSURE	8" P.C.C.
PRIVATE DRIVEWAY WITHIN R.O.W	8" P.C.C.

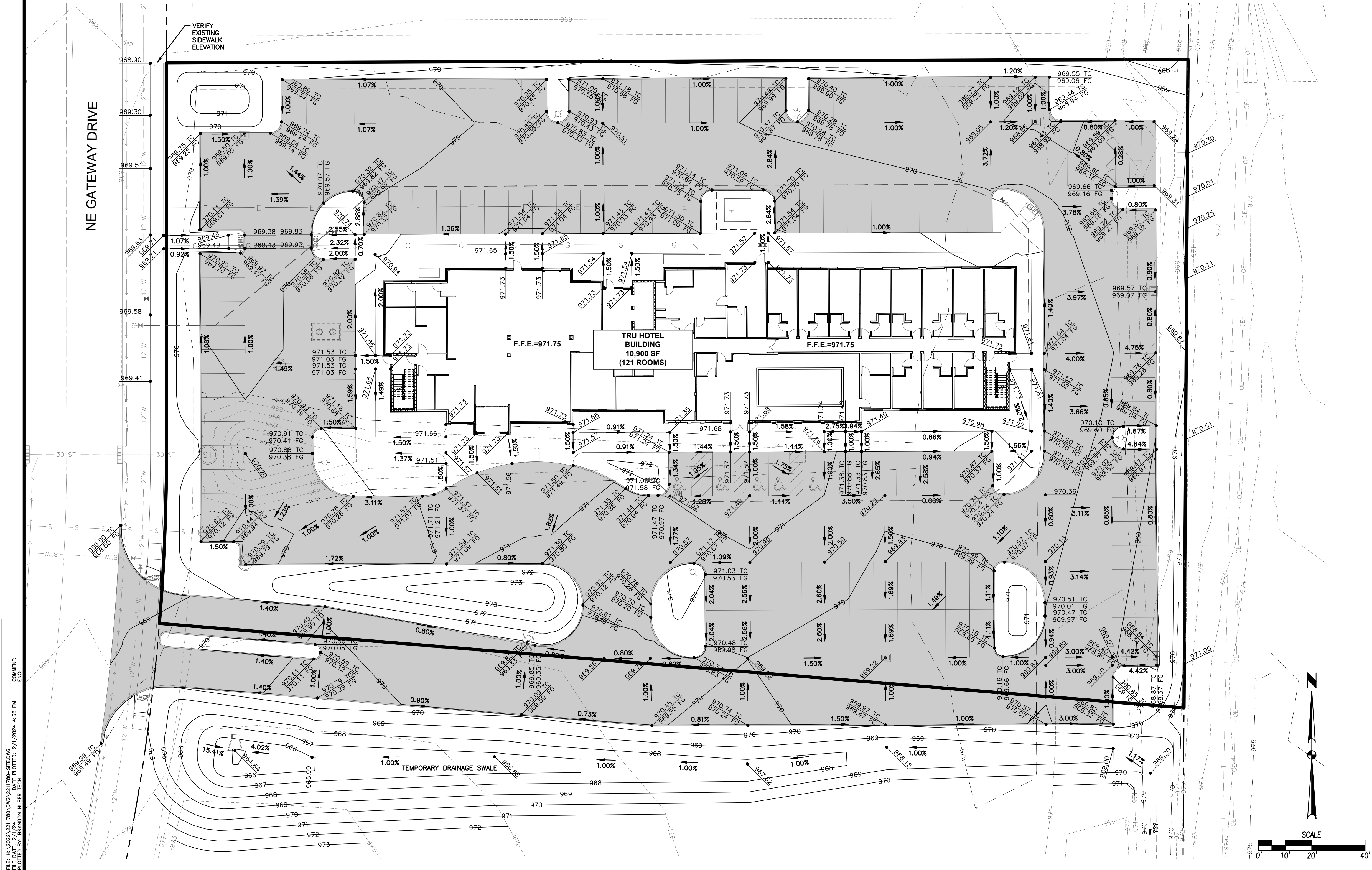
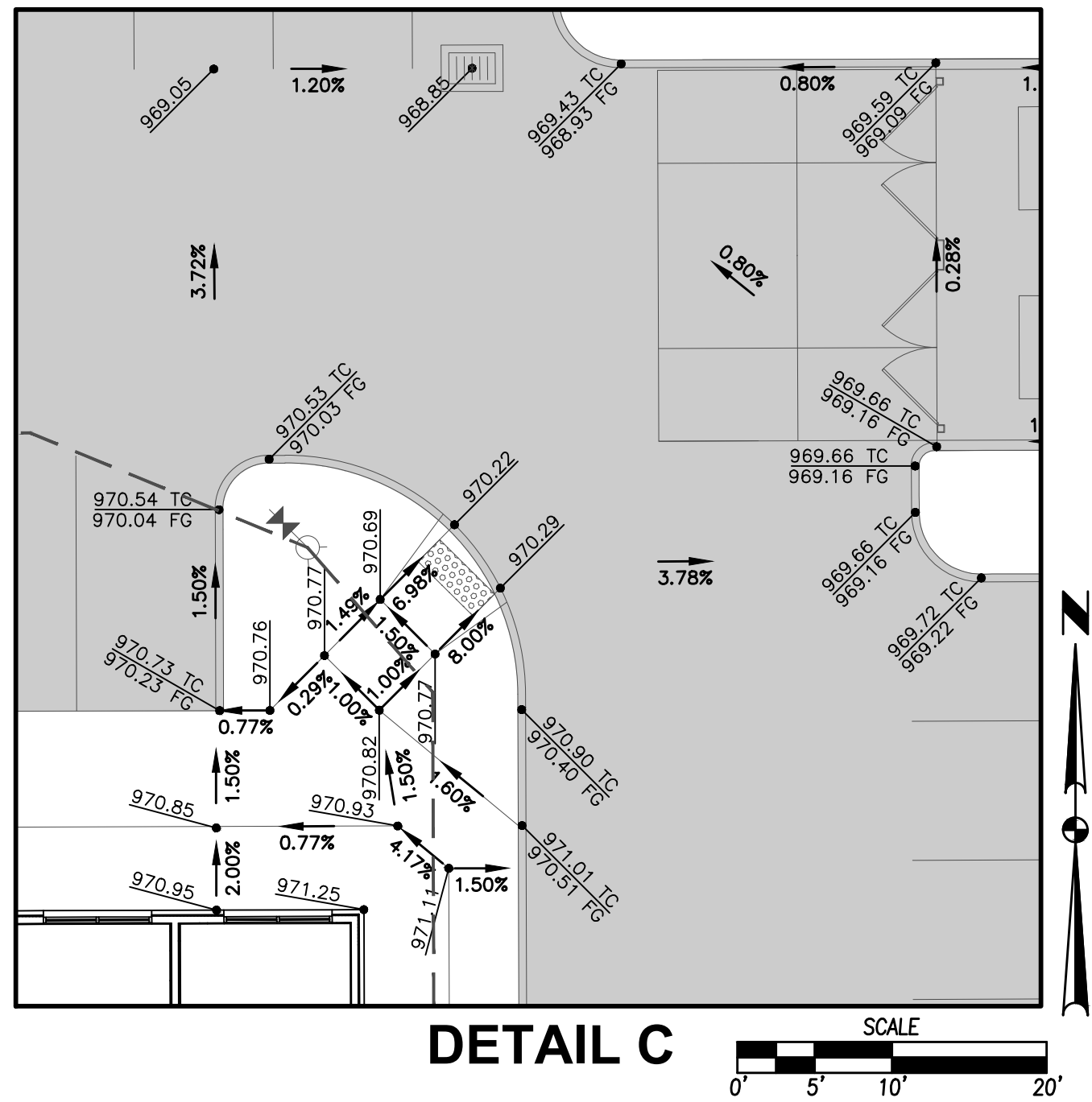
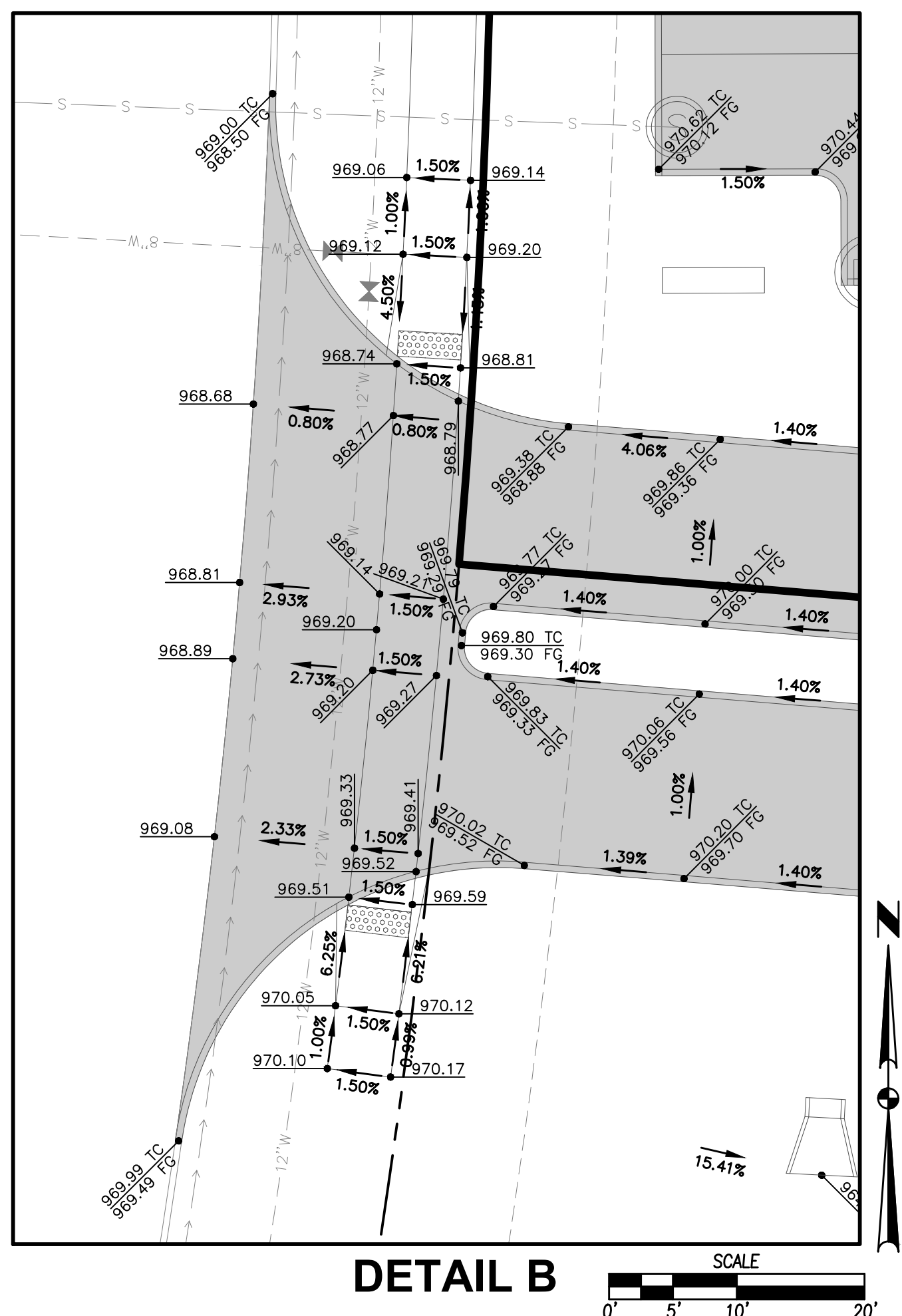
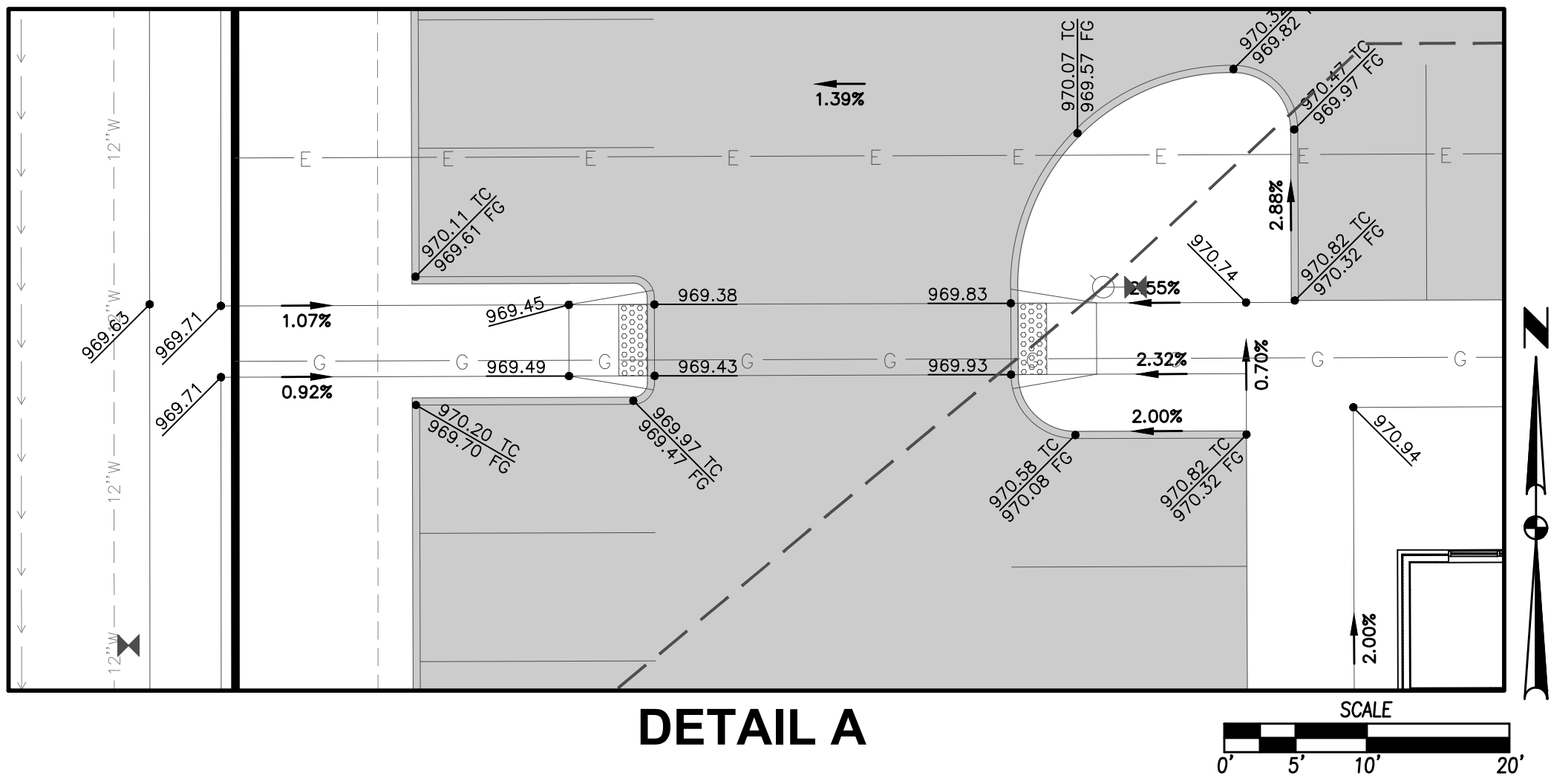
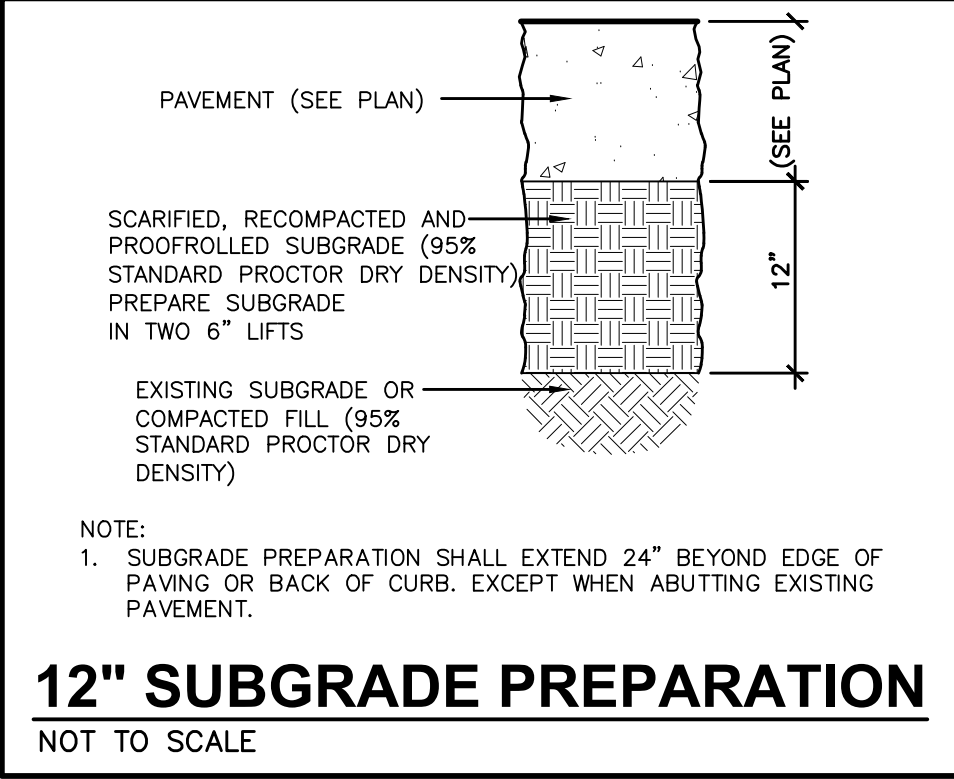
GENERAL NOTES

- THE 2023 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
- ALL WORK SHALL COMPLY WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
- ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
- PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER, ENGINEER, AND/OR ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
- ONE WEEK PRIOR TO CONSTRUCTION WITHIN CITY R.O.W. OR ANY CONNECTION TO PUBLIC SEWERS CONTRACTOR SHALL NOTIFY THE CITY'S CONSTRUCTION DIVISION.
- ALL CONSTRUCTION WITHIN PUBLIC R.O.W./ EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE CITY'S STANDARDS.
- ALL DIMENSIONS ARE TO BACK OF CURB, BUILDING FACE OR PROPERTY LINE UNLESS OTHERWISE NOTED.
- CONTRACTOR TO VERIFY BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.
- PLACE 3/4 INCH EXPANSION JOINT BETWEEN ALL P.C.C. PAVEMENT/SIDEWALKS AND BUILDING. PLACE 1/2 INCH EXPANSION JOINT BETWEEN SIDEWALKS AND P.C.C. PAVEMENT.
- REMOVE ALL DEBRIS SPILLED INTO R.O.W. AT THE END OF EACH WORK DAY.
- ALL PROPERTY PINS SHALL BE PROTECTED FROM GRADING OR OTHER OPERATIONS. ANY PINS DISTURBED SHALL BE RESET AT THE CONTRACTOR'S EXPENSE.
- DO NOT STORE CONSTRUCTION MATERIALS AND EQUIPMENT IN THE RIGHT OF WAY.
- THE CONTRACTOR SHALL NOT DISTURB DESIRABLE GRASS AREAS AND DESIRABLE TREES OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK OR SERVICE VEHICLES AND EQUIPMENT OR USE THESE AREAS FOR STORAGE OF MATERIALS. STORAGE, PARKING AND SERVICE AREAS WILL BE SUBJECT TO THE APPROVAL OF THE OWNER.
- THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY AREAS OF PAVEMENT OR SIDEWALK NOT TO BE REMOVED THAT IS DAMAGED DUE TO OPERATING EQUIPMENT ON THE PAVEMENT OR SIDEWALK.
- THE CONTRACTOR MAY BE REQUIRED TO PLACE TEMPORARY WARNING DEVICES AND SAFETY FENCE AT CERTAIN LOCATIONS WHERE REPLACEMENT FEATURES ARE NOT INSTALLED THE SAME DAY, AS DIRECTED BY THE ENGINEER OR THE CITY.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK BETWEEN SUPPLIERS AND SUBCONTRACTORS INVOLVED IN THE PROJECT, INCLUDING STAGING OF CONSTRUCTION DETAILS.
- CONCRETE REMOVAL FOR DRIVEWAY APPROACHES SHALL BE REMOVED TO THE NEAREST TRANSVERSE JOINT. CONTRACTOR SHALL VERIFY REMOVAL LIMITS WITH CITY'S CONSTRUCTION INSPECTOR PRIOR TO ANY CONCRETE REMOVAL.
- ALL PERMITS AND ADDITIONAL FEES REQUIRED TO COMPLETE THE WORK SHALL BE INCLUDED IN THE CONTRACTOR BID.
- A SEPARATE SIGN PERMIT IS REQUIRED FOR REVIEW AND APPROVAL.



GRADING NOTES

1. PRIOR TO ANY GRADING, A COPY OF THE NPDES PERMIT SHALL BE PROVIDED TO THE CITY'S BUILDING DIVISION.
2. CONTRACTOR SHALL STRIP ALL DELETERIOUS MATERIAL. THE TOP 6" OF TOPSOIL IS TO BE STOCKPILED AND RESPREAD AFTER GRADING IS COMPLETE. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING A SUITABLE TOPSOIL STOCKPILE SITE.
3. EXCAVATION SHALL BE IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE.
4. MATCH EXISTING GRADES AT PROPERTY LINES AND/OR CONSTRUCTION LIMITS.
5. ALL SPOT ELEVATIONS ARE FORM GRADE (FG) OR TOP OF FINISHED SURFACES UNLESS OTHERWISE NOTED.
6. SITE SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS.
7. SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
8. THE CONTRACTOR SHALL CONFINE HIS GRADING OPERATIONS TO WITHIN THE CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
9. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE CONTROL TO THE CONSTRUCTION AREA AND HAUL ROADS TO PREVENT THE SPREAD OF DUST.
10. REFER TO SEPARATE STORM WATER POLLUTION PREVENTION PLAN FOR DETAILS ON EROSION CONTROL.
11. FINAL FINISH GRADING TO BE APPROVED BY THE ARCHITECT AND CIVIL ENGINEER. MATCH EXISTING GRADES AT THE INTERFACE OF NEW AND EXISTING GRADES OR PAVING.
12. SIDEWALKS:
 - Maintain 1% minimum and 5% maximum longitudinal slopes on all paved walkways.
 - All walks to have 2.0% maximum transverse slope in the direction of natural drainage.
 - Saw cut joints as soon as concrete has set. Saw cuts to be 1/8" to 1/4" wide, depth: longitudinal 1/3, transverse 1/4.
13. THE GRADING OF THE DETENTION FACILITY, INSTALLATION OF THE STORM SEWER SYSTEM (IF APPLICABLE), AND THE INSTALLATION OF THE ORIFICE PLATE (IF APPLICABLE) SHALL BE COMPLETED AND FUNCTIONAL PRIOR TO ANY INCREASE IN IMPERVIOUS SURFACES WITHIN THE SITE OR THE PREVIOUSLY MENTIONED ITEMS SHALL BE GRADED/ INSTALLED AS SOON AS PRACTICAL.



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DATE: 2/1/24
PLOT DATE: 2/1/2024 4:38 PM
COMMENTS: ENG.
PLOT BY: BRANDON WEBER TECH

DATE	REVISIONS	SITE PLAN #4	SITE PLAN #2	SITE PLAN #1
02/01/2024				
02/01/2024				
01/17/2024				
01/02/2024				
12/11/2023				

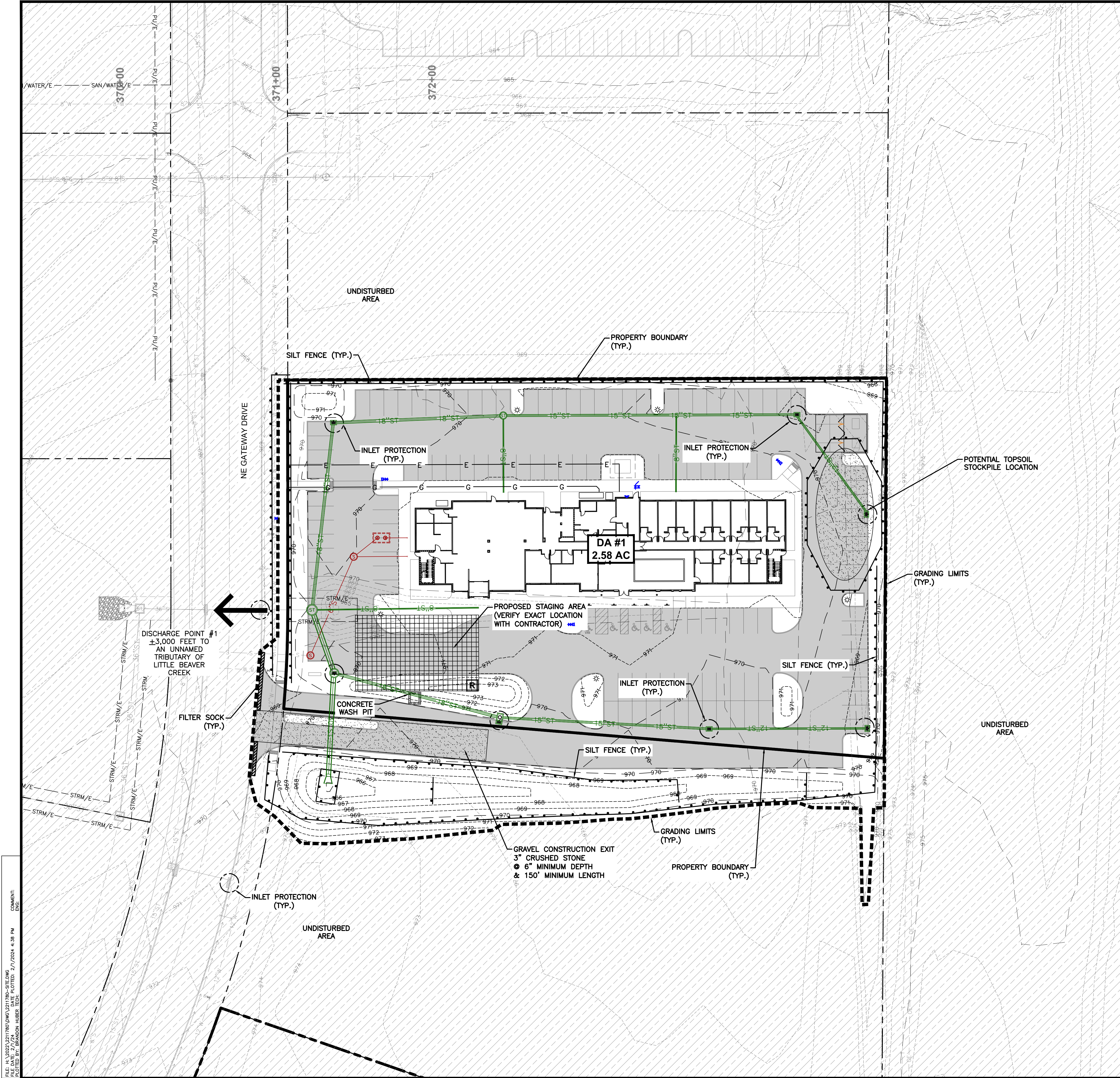
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

HOPE DISTRICT - TRU HOTEL
GRADING PLAN

DATE: 02/01/2024
SHEET NUMBER: **C3.1**
2211.780

GRIMES, IOWA

CIVIL DESIGN ADVANTAGE ENGINEER: DRAFTED:



STABILIZATION QUANTITIES

ITEM NO.	ITEM	UNIT	TOTAL
1	SILT FENCE	LF	2,005
2	FILTER SOCK	LF	100
3	SOD	AC	0.55
4	TEMPORARY SEEDING (TYPE 4)	AC	2.58
5	INLET PROTECTION DEVICES	EA	9
6	CONCRETE WASHOUT PIT	EA	1

NOTES:

- IF DEWATERING IS NEEDED FOR ANY REASON, DISCHARGE OF WATER OFFSITE IS TO CONFORM WITH THE GENERAL PERMIT #2 REQUIREMENT.
- DISTURBED AREAS SHALL BE TEMPORARILY SEEDED OR MULCHED IMMEDIATELY WHENEVER CLEARING, GRADING, EXCAVATING, OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
- STORM SEWERS AND DRAINAGE WAYS SHALL BE PROTECTED FROM CONCRETE SLURRY PRODUCED BY SAWCUTTING AND CONCRETE GRINDING.

DISCHARGE POINT SUMMARY

DISCHARGE POINT #1 AN UNNAMED TRIBUTARY OF LITTLE BEAVER CREEK ±3000 FT	2.58 ACRES
TOTAL AREA DISTURBED TO DISCHARGE POINT	9,288 CU FT
STORAGE VOLUME REQUIRED (# OF ACRES*3600 CU FT)	
VOLUME PROVIDED IN FILTER SOCK (100 LF @ 2.0 CU FT/LF OF SOCK)	200 CU FT
VOLUME PROVIDED IN SILT FENCE (2,025 LF @ 4.5 CU FT/LF OF FENCE)	9,113 CU FT
TOTAL VOLUME PROVIDED	9,313 CU FT

SWPPP LEGEND

DRAINAGE ARROW	X.XX %	AREA TO BE SEEDED	
GRADING LIMITS		UNDISTURBED AREA	
FILTER SOCK		RIP-RAP	
SILT FENCE		GRAVEL ENTRANCE	
INLET PROTECTION		STAGING AREA	
PORTABLE RESTROOM	R		
CONCRETE WASHOUT PIT			

DATE

02/01/2024

REVISIONS

01/17/2024

01/17/2024

01/17/2024

12/11/2023

12/11/2023

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:
CIVIL DESIGN ADVANTAGE

DRAFTED:
CIVIL DESIGN ADVANTAGE

GRIMES, IOWA

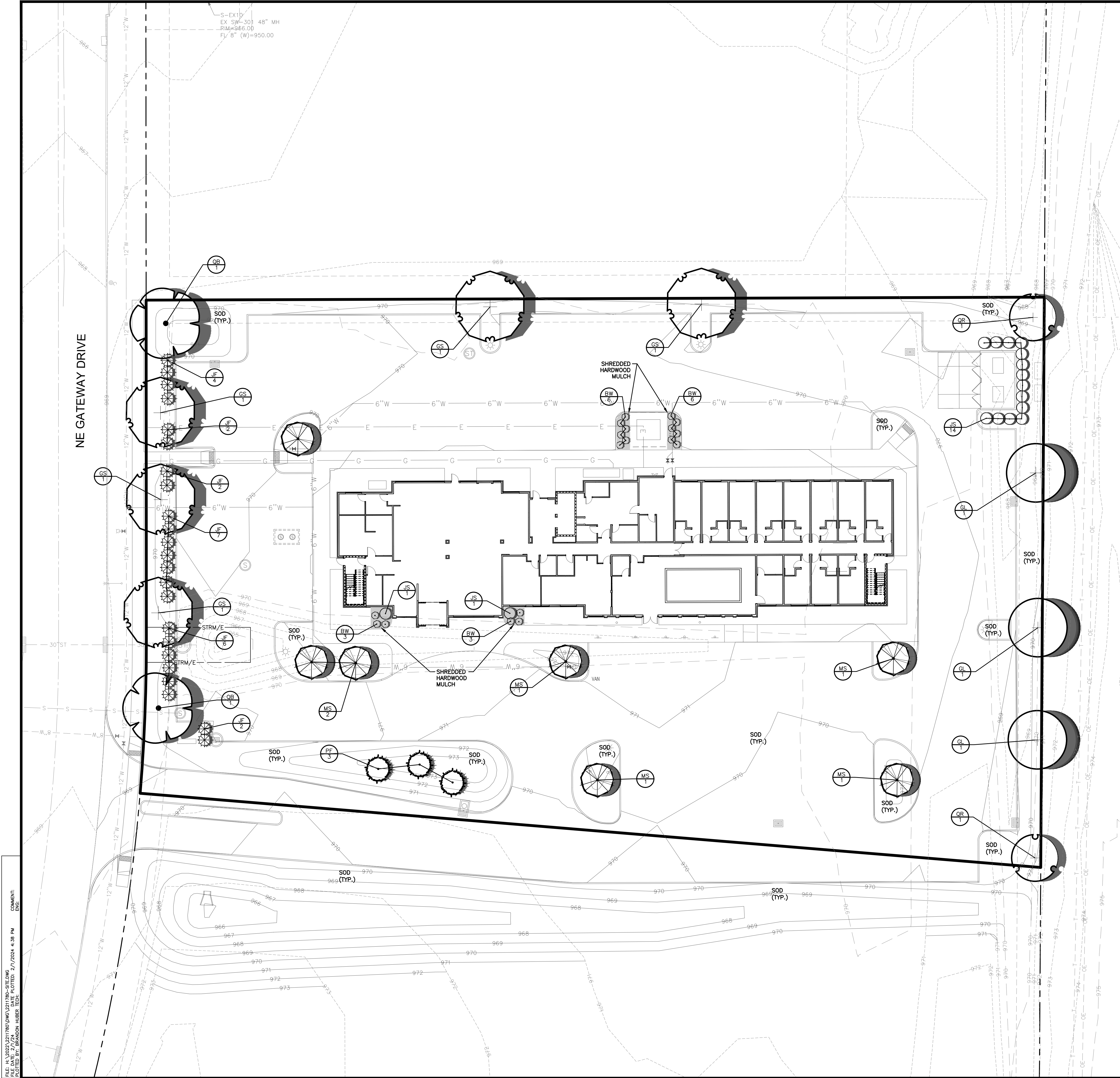
DATE: 02/01/2024

SHEET NUMBER: C4.1

2211.780

HOPE DISTRICT - TRU HOTEL
EROSION AND SEDIMENT CONTROL PLAN

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COMMENT: ENG
PLOT BY: BRANDON HUBER



- LANDSCAPE NOTES**
1. LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
 2. THE MOST RECENT EDITION OF THE SDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
 3. TYPE, SIZE, AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1
 4. ALL PLANT MATERIAL SHALL BE HEALTHY SPECIMENS WITHOUT DEFORMITIES, VOIDS AND OPEN SPACES, WITH WELL DEVELOPED BRANCH AND ROOT SYSTEMS; TRUE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES OR VARIETY.
 5. SOD ALL DISTURBED AREAS.
 6. BACKFILL TO TOP OF CURB. (MINUS 1 1/2" FOR SOD, IF REQ.)
 7. WEED PREVENTER (PRE-EMERGENT) SHALL BE SPREAD OVER SOIL AFTER PLANTING AND BEFORE MULCHING IN ALL PLANTING BEDS PER MANUFACTURER'S RECOMMENDATIONS.
 8. SHREDDED HARDWOOD MULCH SHALL BE PLACED AROUND ALL TREES, SHRUBS (3' MULCH RING) AND IN ALL PLANTING BEDS TO A (MIN) DEPTH OF 3".
 9. PLANT QUANTITIES ARE SHOWN FOR INFORMATION ONLY, THE DRAWING SHALL PREVAIL IF ANY CONFLICTS ARISE.
 10. ALL DEBRIS SPILLED IN THE PUBLIC R.O.W. SHALL BE PICKED UP BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
 11. CONTRACTOR SHALL WARRANTY ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
 12. CONTRACTOR SHALL PROVIDE IRRIGATION DESIGN TO OWNER, IF REQUESTED, FOR APPROVAL.

STREET TREES LANDSCAPE REQUIREMENTS

ONE (1) OVERSTORY TREE IS REQUIRED FOR EVERY 50 SF OF LOT FRONTAGE

LOT FRONTAGE

NE GATEWAY DRIVE:	211 SF
REQUIRED TREES:	5 TREES
PROVIDED TREES:	5 TREES
PROVIDED SHRUBS:	23 SHRUBS

HIGHWAY 141:

REQUIRED TREES:	244 SF
PROVIDED TREES:	5 TREES

OPEN SPACE LANDSCAPE REQUIREMENTS

SITE:	87,152 SF (2.0 ACRES)
REQUIRED OPEN SPACE:	21,788 SF (25.0%)
PROVIDED OPEN SPACE:	24,451 SF (28.1%)

REQUIRED PLANTING
1 TREES PER 1,000 SF OF REQUIRED OPEN SPACE

REQUIRED TREES:	22 TREES
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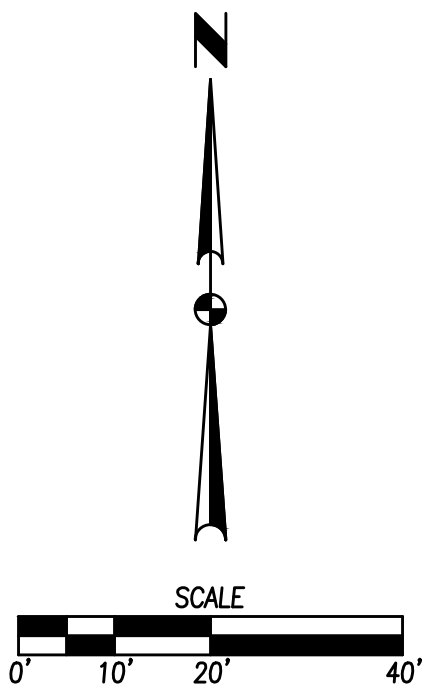
PROVIDED PLANTING

TOTAL PROVIDED TREES:	22 TREES
PROVIDED	20 SHRUBS

PLANT SCHEDULE				
CODE	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
EVERGREEN TREES				
PF	3	Pyramidal White Pine	Pinus strobus 'Fastigiata'	B&B, 6' HEIGHT
ORNAMENTAL TREES				
MS	7	Spring Snow Crab Apple	Malus x 'Spring Snow'	B&B, 1.5" CALIPER
OVERSTORY TREES				
GL	3	Greenspire Linden	Tilia cordata 'Greenspire'	B&B, 2" CALIPER
GS	5	Skyline Honey Locust	Gleditsia triacanthos 'Skyline'	B&B, 2" CALIPER
QB	2	Swamp White Oak	Quercus bicolor	B&B, 2" CALIPER
QR	2	Red Oak	Quercus rubra	B&B, 2" CALIPER
SHRUBS				
BW	18	Wintergreen Boxwood	Buxus microphylla 'Wintergreen'	15" HT
JF	25	Sea Green Juniper	Juniperus chinensis 'Sea Green'	24" HT.
JS	16	Spartan Juniper	Juniperus chinensis 'Spartan'	36" HT.

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DATE: 02/01/2024
PLOT DATE: 02/01/2024
PLOT BY: BRANDON HUBER
TECH: ENG

COMMENT:



HOPE DISTRICT - TRU HOTEL
LANDSCAPE PLAN

DATE: 02/01/2024
SHEET NUMBER: L1.1
2211.780

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400



GRIMES, IOWA

ENGINEER:

DRAFTED:

REVISIONS		DATE
SITE PLAN #4		02/01/2024
SITE PLAN #3		01/17/2024
SITE PLAN #2		01/02/2024
SITE PLAN #1		12/11/2023

STAMPS

PROPOSED BUILDING FOR:
TRU HOTEL
NE GATEWAY DRIVE - GRIMESG - IOWA

ISSUED FOR REVIEW: 2-1-24

ISSUED FOR BID:

ISSUED FOR PERMIT:

ISSUED FOR CONSTRUCTION:

ISSUED REVISIONS

Revision	Date	Rev. Description
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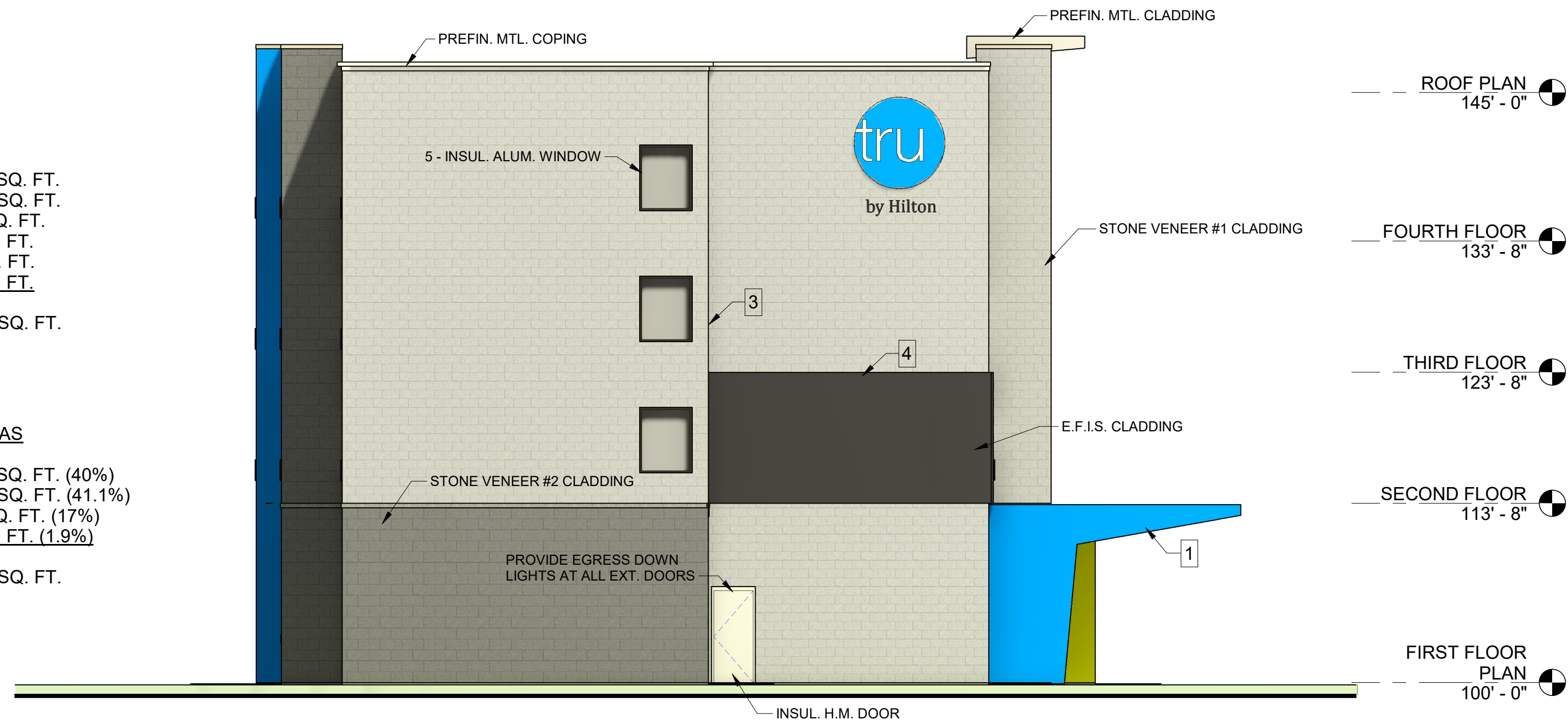
DRAWN BY: WAA

PROJECT #: 0402080

A200

SHEET TITLE

EXTERIOR ELEVATIONS



EXTERIOR FINISH AREAS

E.F.I.S. CLADDING - 1,166 SQ. FT.
STONE #1 CLADDING - 1,198 SQ. FT.
STONE #2 CLADDING - 495 SQ. FT.
METAL CLADDING - 53 SQ. FT.
WINDOWS - 59 SQ. FT.
DOORS - 24 SQ. FT.

TOTAL - 2,994 SQ. FT.

EXTERIOR WALL FINISH AREAS

E.F.I.S. CLADDING - 1,166 SQ. FT. (40%)
STONE #1 CLADDING - 1,198 SQ. FT. (41.1%)
STONE #2 CLADDING - 495 SQ. FT. (17%)
METAL CLADDING - 53 SQ. FT. (1.9%)

TOTAL - 2,912 SQ. FT.

ALL EXTERIOR WALL FINISH AREAS

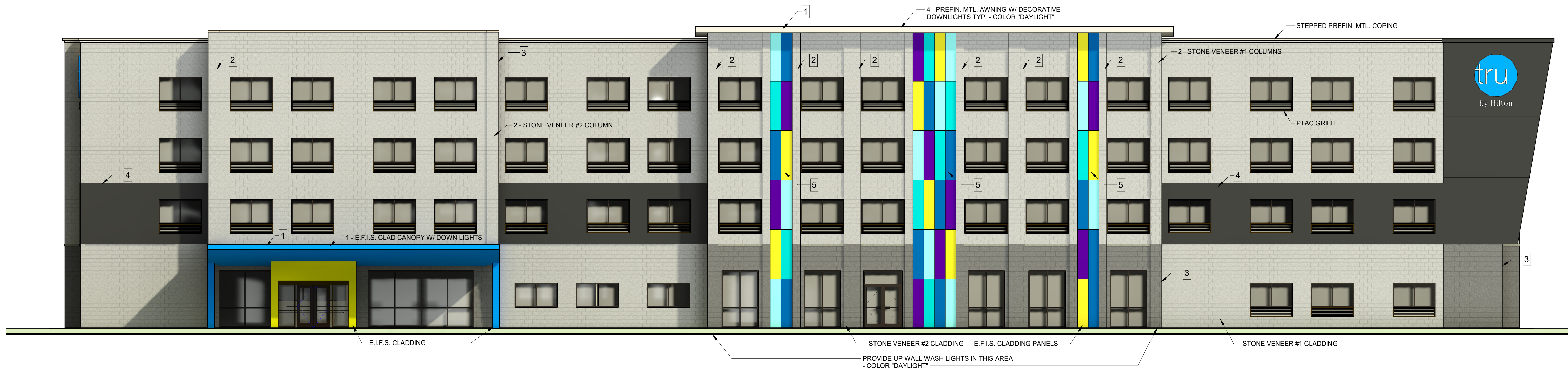
E.F.I.S. CLADDING - 5,332 SQ. FT. (22.4%)
STONE CLADDING - 17,827 SQ.FT. (75.1%)
METAL CLADDING - 585 SQ. FT. (2.5 %)

TOTAL - 23,744 SQ. FT.

ALL EXTERIOR ARCHITECTURAL ELEMENTS

- 1 - CANOPIES
- 2 - POPOUTS
- 3 - OFFSET
- 4 - ARCHITECTURAL BANDING
- 5 - VERTICAL ATCHITECTURAL TREATMENT

1 WEST ELEVATION
1/8" = 1'-0"



EXTERIOR FINISH AREAS

E.F.I.S. CLADDING - 2,426 SQ. FT.
STONE #1 CLADDING - 5,446 SQ. FT.
STONE #2 CLADDING - 639 SQ. FT.
METAL CLADDING - 201 SQ. FT.
WINDOWS /PTAC - 2,850 SQ. FT.
DOORS - 0 SQ. FT.
SIGNAGE - 39 SQ. FT.

TOTAL - 11,601 SQ. FT.

EXTERIOR WALL FINISH AREAS

E.F.I.S. CLADDING - 2,426 SQ. FT. (27.8%)
STONE #1 CLADDING - 5,446 SQ. FT. (62.5%)
STONE #2 CLADDING - 639 SQ. FT. (7.4%)
METAL CLADDING - 201 SQ. FT. (2.3%)

TOTAL - 8,712 SQ. FT.

2 SOUTH ELEVATION
1/8" = 1'-0"

NOTE: PROTOTYPE E.I.F.S. WALL SYSTEM REVEALS ARE NOT YET SHOWN ON THE ELEVATIONS



800-642-6774
www.1call2build.com
Appleton, WI Columbus, WI
Rapid City, SD Bismarck, ND
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STAMPS

PROPOSED BUILDING FOR:
TRU HOTEL
NE GATEWAY DRIVE - GRIMESG - IOWA

ISSUED FOR REVIEW: 2-1-24

ISSUED FOR BID:

ISSUED FOR PERMIT:

ISSUED FOR CONSTRUCTION:

ISSUED REVISIONS

Revision	Date	Rev. Description
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DRAWN BY: WAA

PROJECT #: 0402080

A201

SHEET TITLE
EXTERIOR ELEVATIONS

1 NORTH ELEVATION
1/8" = 1'-0"

ALL EXTERIOR ARCHITECTURAL ELEMENTS

- 1 - CANOPIES
- 2 - POPOUTS
- 3 - OFFSET
- 4 - ARCHITECTURAL BANDING
- 5 - VERTICAL ATCHITECTURAL TREATMENT

EXTERIOR FINISH AREAS

E.F.I.S. CLADDING - 738 SQ. FT.
STONE #1 CLADDING - 3,851 SQ. FT.
STONE #2 CLADDING - 4,331 SQ. FT.
METAL CLADDING - 268 SQ. FT.
WINDOWS /PTAC - 2,389 SQ. FT.
DOORS - 24 SQ. FT.
SIGNAGE - 0 SQ. FT.

TOTAL - 11,601 SQ. FT.

EXTERIOR WALL FINISH AREAS

E.F.I.S. CLADDING - 738 SQ. FT. (8%)
STONE #1 CLADDING - 3,851 SQ. FT. (42%)
STONE #2 CLADDING - 4,331 SQ. FT. (47.1%)
METAL CLADDING - 268 SQ. FT. (2.9%)

TOTAL - 9,188 FT.

EXTERIOR FINISH AREAS

E.F.I.S. CLADDING - 1,002 SQ. FT.
STONE #1 CLADDING - 549 SQ. FT.
STONE #2 CLADDING - 1,318 SQ. FT.
METAL CLADDING - 63 SQ. FT.
WINDOWS /PTAC - 0 SQ. FT.
DOORS - 24 SQ. FT.
SIGNAGE - 39 SQ. FT.

TOTAL - 2,995 SQ. FT.

EXTERIOR WALL FINISH AREAS

E.F.I.S. CLADDING - 1,002 SQ. FT. (34.1%)
STONE #1 CLADDING - 549 SQ. FT. (18.7%)
STONE #2 CLADDING - 1,318 SQ. FT. (45%)
METAL CLADDING - 63 SQ. FT. (2.2%)

TOTAL - 2,932 SQ. FT.

2 EAST ELEVATION
1/8" = 1'-0"

ROOF PLAN
145' - 0"

FOURTH FLOOR
133' - 8"

THIRD FLOOR
123' - 8"

SECOND FLOOR
113' - 8"

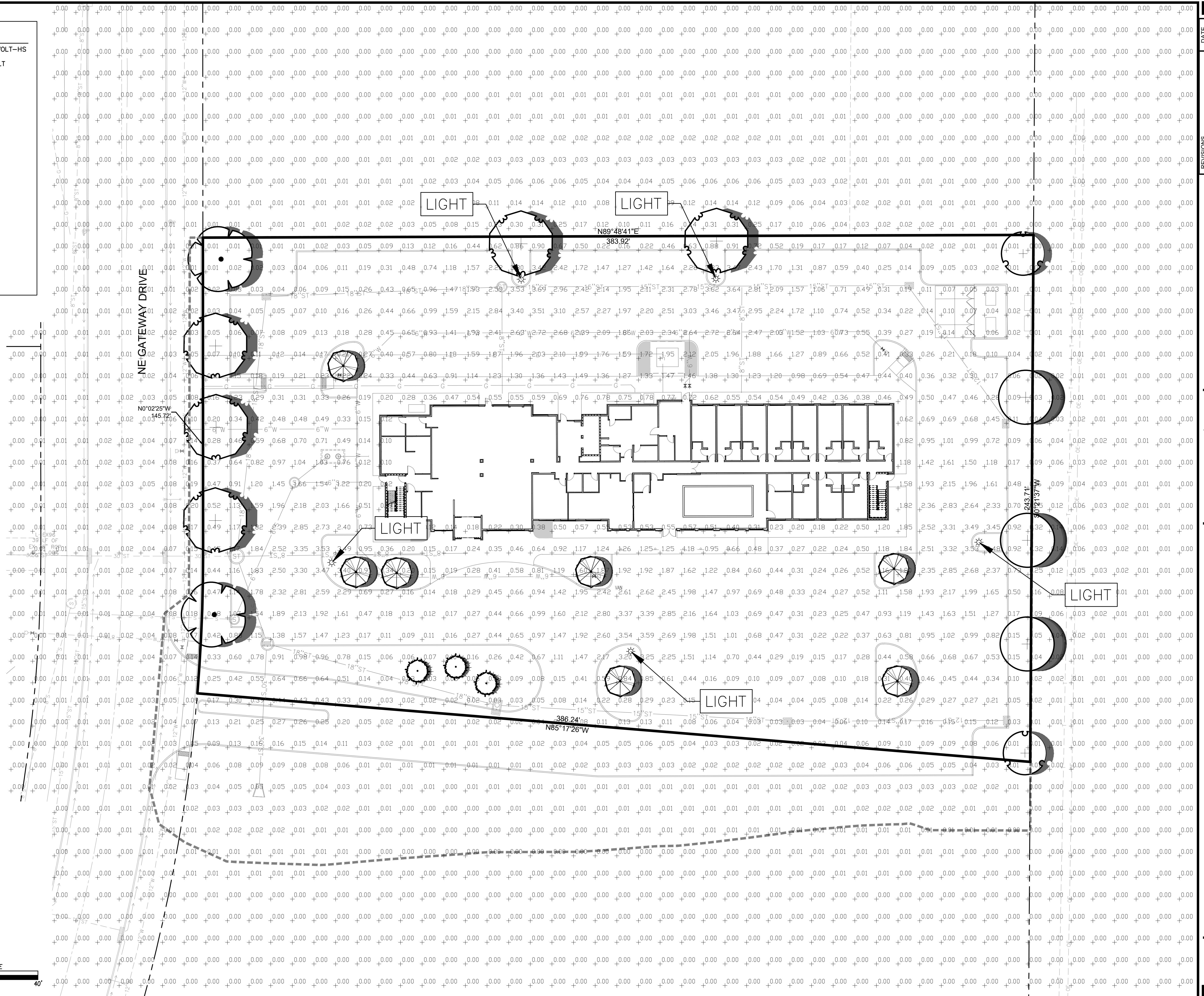
FIRST FLOOR
PLAN
100' - 40"

DUMPSTER - FRONT ELEVATION
1/4" = 1'-0"

D:\CCC\Projects\Grimes Mill\Grimes Mill\3.rvt

INITIAL SHEET DESIGNED AS 24X36 LAYOUT, ANY OTHER REPRODUCED SIZE IS NOT TO SCALE
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CATALOG #:	DSX1-LED-P6-40K-T4M-MVOLT-HS
DESCRIPTION:	DSX1 LED P6 40K T4M MVOLT WITH HOUSESIDE SHIELD
NUMBER OF LAMPS:	1
LUMENS PER LAMP:	14462
LIGHT LOSS FACTOR:	1
WATTAGE:	163
MOUNTING HEIGHT:	25 FEET (TYP.)



REVISIONS	DATE
REVISED	01/17/2024
SITE LIGHTING	12/28/2023

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

R:	TECH:
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ENGINEER:



GRIMES, IOWA

HOPE DISTRICT - TRU HOTEL

SITE LIGHTING

1/1
2211.780
GA