Grimes City Council Agenda

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

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

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

Grimes Meeting March 26, 2024
In Person at Grimes Community Center, 410 SE Main Street

The public is welcome and encouraged to attend and participate in this meeting in person.

Public Comment: If you would like to address the City Council during the Public Comment portion of the meeting, you are required to sign up at the meeting. 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.
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.

Meetings will be recorded

AGENDA ITEMS FOR MARCH 26, 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 03-0124 Approving Minutes
   - B. Resolution 03-0224 Approving the Claims Report $4,670,773.55
   - C. Resolution 03-0324 Approving Bills and Quotes over $10,000
   - D. Resolution 03-0424 Appointing an Acting City Clerk
   - E. Resolution 03-0524 Approving State of Iowa Alcohol Licenses
     - a. Hacienda Vieja-1101 E. 1st Street #101- Class C Retail Alcohol License & Outdoor Service
     - b. Hy-Vee Fast & Fresh #2-1701 SE 37th St.- Class E Retail Liquor License
     - c. Premier Nail Bar-1101 E. 1st Street #303- Class C Liquor License
     - d. The Spot Truck Stop-1905 SE 37th St. New Class E. Liquor License

F. Resolution 03-0624 Approving Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for The Spot Truck Stop, 1905 SE 37th Street

G. Filing and Receiving of Reports

H. Johnston-Grimes Metropolitan Fire District Annual Report

I. Finance Report for February 2024

J. Resolution 03-0724 Approving Payments for Professional Services

   a. Pay Request #4 IMEG-Christensen Development- New Grimes Library- $4,019.20

   b. Pay Request #3 McClure Engineering Co. - SE 41st St. and SE Park Dr. Extension $7,407.50

   c. Pay Request #11 Snyder & Associates, Inc. - Traffic Signal Network Communication Project $4,253.50

   d. Pay Request #63 Veenstra & Kimm, Inc - WRA Grimes Connector $50,822.60

   e. Pay Request #25 The Weitz Company-Grimes Public Library $12,293.00

   f. Whitfield & Eddy Law- Legal Services $45,953.20

   g. Pay Request #6 MSA Professional Services - SE Little Beaver Dr. & SE 4th - 6th Streets Water Main $9,609.82

   h. Pay Request #12 Foth Infrastructure & Environment - S James St. & SE 11th St. Improvements $18,279.85

   i. Pay Request #18 McClure Engineering Company - Phase 1A Water System Improvements $5,664.53

   j. Pay Request #16 McClure Engineering Company - North Jordan Well Repairs $2,092.50 (Insurance)

   k. Pay Request #1 Foth Infrastructure & Environment - 2023 CIPP Lining Program $32,810.00

   l. Pay Request #6 Foth Infrastructure & Environment - S James and S 19th Temporary Traffic Signal $1,905.00

   m. Pay Request #10 Foth Infrastructure & Environment - SE/SW 19th Street Sanitary Sewer Extension $36,254.56

   n. Pay Request SVPA Architects - Grimes Public Safety Center $75,204.44

   o. Pay Request SVPA Architects - Grimes Public Safety Center $32,181.55

   p. Pay Request SVPA Architects - Grimes Public Safety Center - $1,007.20

K. Resolution 03-0824 Approving Capital Project Payment Requests

   a. Pay Request #3 Preload, LLC - Ground Storage Reservoir $46,170.00

   b. Pay Request # 16 Performance Contracting- Grimes Public Library $2,229.41

   c. Pay Request #23 Van Maanen Electric- Grimes Public Library $1,525.63

   d. Pay Request #5 Absolute Concrete Construction - S James St. & SE 11th St. Improvements $231,925.01

   e. Pay Request #8 Edge Commercial - GrimesPlex Buildings $557,291.00

f. Pay Request #2 Howrey Construction - Shawver Park Trail Extension $4,372.85

g. Pay Request #2 S.M. Hentges & Sons - SE/SW 19th Street Sanitary Sewer Extension $389,605.13

h. Pay Request #24 Shank Constructors - WRA Grimes Connector - Contract 4 $336,270.29

i. Pay Request #10 Reilly Construction - SE Jacob Street Reconstruction & Storm Sewer $2,058.00

j. Pay Request #1 AccuJet - 2023 CIPP Lining Program $25,862.80

k. Pay Request #6 Howrey Construction - Iowa Highway 44 Trail Extension $12,528.13

l. Pay Request #7(Retainage to be paid in accordance with contract terms and Iowa Code Chapter 573) Howrey Construction - Iowa Highway 44 Trail Extension $22,328.78

L. Resolution 03-0924 Approving Change Orders

a. Change Order #2 Absolute Concrete Construction - S James St. & SE 11th St. Imp. - Increasing $5,971.35

b. Change Order #1 Commonwealth Electric Company - GrimesPlex Fiber Connection - Increasing $1,256.00

c. Change Order #2 S.M. Hentges & Sons - SE/SW 19th St. Sanitary Sewer Extension - Increasing $2,873.94

d. Change Order #4 Reilly Construction - SE Jacob Street Reconstruction & Storm Sewer Increasing $2,100.00

e. Change Order #4 Shank Constructors - WRA Grimes Connector - Contract 4 Increasing $37,437.04

f. Change Order #3 S.M. Hentges & Sons - WRA Grimes Connector - Contract 2 Increasing $40,987.10

g. Change Order #2 Howrey Construction - Iowa Highway 44 Trail Extension Decreasing $7,834.40

h. Change Order #7 Edge Commercial - GrimesPlex Buildings Increasing $12,948.26

M. Resolution 03-1024 Approving Agreement Regarding Sidewalk Construction for Princeton Subdivision Plat 3 Lot 1

N. Resolution 03-1124 Approving Consent and Agreement for Improvements Within Overland Flowage Easement for Lot 5 in Kennybrook South Plat 1 - 1205 SW 7th Street

O. Resolution 03-1224 Approving Consent and Agreement for Improvements Within Sanitary Sewer Easement and Overland Flowage Easement for Lot 15 of James Pointe Plat 2 - 2604 NW Morningside Drive

P. Resolution 03-1324 Approving Consent and Agreement for Improvements Within Storm Sewer and Surface Water Flowage Easement for Lot 7 of Beaverbrooke West Plat 3 - 408 NW 14th Street

Q. Resolution 03-1424 to Amend Contract for Professional Services with Snyder & Associates, Inc. for E Gateway Drive and E 1st Street Intersection Improvements

R. Resolution 03-1524 Supporting Arbor Day in the City of Grimes

S. Resolution 03-1624 Approve Purchase of New Bearing for Lime Clarifier #2 at Water Plant

T. Resolution 03-1724 Authorizing the Disposal of Equipment

U. Resolution 03-1824 Authorizing Mayor to Execute and Submit Annexation Application

V. Resolution 03-1924 Approving Pre-Annexation Agreement

W. Resolution 03-2024 Setting a Time and Place for Public Hearing on Proposed Voluntary Annexation of Property Generally Located Along SE 19th Street/250th Street in Dallas County, Iowa

X. Resolution 03-2124 Setting Public Hearing to Consider Amending the Meadows Planned Unit Development

Y. Resolution 03-2224 Setting Date of Public Hearing to Consider Amending Provisions in Title 8 Public Ways and Properties, Title 11 Building Regulations and Title 13 Subdivision Regulations of the Code of Ordinances of the City of Grimes, Iowa Regarding Building Code, Fire Code and Subdivision Regulations

Z. Resolution 03-2324 Setting a Time and Place for Public Hearing on Proposed 19th Street Sewer Connection Fee District

AA. Resolution 03-2424 Approving Agreement Regarding Sidewalk Construction for Lot 7 Gateway Business Park

BB. Resolution 03-2524 to Amend Contract for Professional Services with Civil Design Advantage, LLC for GrimesPlex - Site Plan Services

CC. Resolution 03-2624 Approve Horticulture Maintenance Contract

DD. Resolution 03-2724 Approving a Professional Services Agreement with Snyder & Associates, Inc. for the NE Gateway Drive Temporary Traffic Signals

EE. Resolution 03-2824 Aruba Networking Equipment Purchase

FF. Resolution 03-2924 Approving Food Truck Location on Certain City-Owned Property

GG. Resolution 03-3024 Approving Equipment Transactions Pursuant to FY24 BudgetResolution 03-3024

HH. Resolution 03-3124 Accepting the Iowa Highway 44 Trail Extension

II. Resolution 03-3224 Approving Asbestos Abatement Bid at 309 E. 1st Street

JJ. Resolution 03-3324 Approving Personnel Transactions

KK. Resolution 03-3424 Approving Offer to Purchase and Agreement - NW County Line Road Water Main - Joann Noble/Bohrofen Farms Inc

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. Plaque Presentation - Brian Mulcahy Assistant Director Des Moines International Airport
2. Ordinance 786 Amending Fees Charges Under Grimes Code of Ordinances Section 9-15-6 (1) for Collection of Recyclable Materials, and Section 9-13-9 (1) for Collection of Solid Waste Effective July 1, 2024
    A. Public Hearing Ordinance Amending Fees Charges Under Grimes Code of Ordinances Section 9-15-6 (1) for Collection of Recyclable Materials, and Section 9-13-9 (1) for Collection of Solid Waste Effective July 1, 2024
    B. First Reading of Ordinance 786 Amending Fees Charges Under Grimes Code of Ordinances Section 9-15-6 (1) for Collection of Recyclable Materials, and Section 9-13-9 (1) for Collection of Solid Waste Effective July 1, 2024
3. General Obligation Borrowings
    A. Public Hearing on Proposal to Enter into an Essential Purpose Loan Agreement
    B. Public Hearing on Proposal to Enter into an Urban Renewal Loan Agreement
    C. Resolution 03-3524 Taking Additional Action on Proposals to Enter into General Obligation Loan Agreements and Providing for the Levy of Taxes to Pay the Same
4. WRA Grimes Connector - Reforestation
    A. Public Hearing on Plans, Specifications, Form of Contract and Estimate of Cost for the WRA Grimes Connector - Reforestation Project
    B. Resolution 03-3624 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the WRA Grimes Connector - Reforestation Project
    C. Resolution 03-3724 Making Award of Construction Contract for the WRA Grimes Connector - Reforestation
    D. Resolution 03-3824 Authorizing Construction Contract and Bond for the WRA Grimes Connector - Reforestation
5. GrimesPlex Batting Cages and Bullpens
    A. Public Hearing on Plans, Specifications, Form of Contract and Estimate of Cost for the GrimesPlex Batting Cages and Bullpens Project
    B. Resolution 03-3924 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the GrimesPlex Batting Cages and Bullpens
    C. Resolution 03-4024 Making Award of Construction Contract for the GrimesPlex Batting Cages and Bullpens
    D. Resolution 03-4124 Authorizing Construction Contract and Bond for the GrimesPlex Batting Cages and Bullpens

ADJOURNMENT

RESOLUTION 03-0124 APPROVING THE GRIMES CITY COUNCIL MINUTES

Grimes Resolution No. 03-0124

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

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

WHEREAS, 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 March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

CITY COUNCIL MEETING/WORKSHOP
Tuesday, February 27, 2024

The Grimes City Council Meeting was held in-person. The meeting was called to order by Mayor Pro Tem Ryan Burger, February 27, 2024, at 5:30 p.m. at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa. The Pledge of Allegiance was led by Mayor Pro Tem Burger.

ROLL CALL

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

AGENDA ITEMS

APPROVAL OF THE AGENDA

Mayor Pro Tem Burger asked for approval of the agenda.
Moved by Borcherding, Second by Johansen, to approve the agenda.
Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

CONSENT AGENDA

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 be 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

Motion by Gisch, Second by Borcherding, to approve the Consent Agenda.
Roll Call: Ayes: All; Nays: None Motion passes 4 - 0.

PUBLIC FORUM

Patrick Wall, 1808 NE Heritage Drive, addressed Council with concerns about commercial vehicles parking on residential streets along NE Heritage Drive, NE Station Crossing, and surrounding neighborhoods. Wall said that he had notified the Polk County Sheriff', and while tickets have been issued, the trucks and trailers are still parking there. Wall suggested signage indicating the parking restrictions might be an additional deterrent.

Teri Golightly, 1810 NE Heritage Drive, thanked the Council for their work on amending the fireworks ordinance. Golightly said she appreciated the compromise of still allowing fireworks but reducing the time frame allowable. Golightly also voiced concerns about commercial vehicle parking in the Heritage area as well as issues with pets allowed to roam at large in the area.

PUBLIC AND COUNCIL AGENDA ITEMS

1. Tru Hotel Site Plan

Assistant Planner Evann Martin addressed Council with information on a new hotel site proposed for 701 NE Gateway Drive. Martin said this proposal is for a four story, 116 room Tru Hotel on the lot directly south of the Earl May site. Martin said access to the site will be on NE Gateway Drive and will be a shared access with the future development of the lot to the south. Martin noted the dumpster location would have a small, attached shed for maintenance equipment materials. She said the exterior materials would be stone veneer with EIFS accents throughout. Martin said this hotel would include a pool for guests, but no other additional amenities were planned. Council Members were appreciative of having a second hotel coming into the community.

Motion by Gisch, Second by Johansen, to approve the Tru Hotel site plan as presented.
Roll Call: Ayes: All; Nays: None Motion passes 4 - 0.

City Administrator Jake Anderson stated that the City had reached a significant milestone with the WRA project this past week. Anderson thanked Council and staff for the leadership and work that went into

this project. Council Member Gisch noted that further details on the process of decommissioning the current wastewater plant would be made available to the community in the near future.

ADJOURN

There being no further business the meeting was adjourned at 5:48 p.m.
Motion by Gisch, Second by Johansen, to adjourn.
Roll Call: Ayes: All; Nays: None Motion passes: 4 - 0.

ATTEST:

_____ _____

Rochelle Williams, City Clerk Scott Mikkelsen, Mayor

RESOLUTION 03-0224 APPROVING AND AUTHORIZING EXPENDITURES

Grimes Resolution No. 03-0224

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

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

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

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

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

City of Grimes Claims 3.26.24

CENTRAL PUMP AND MOTOR	LASER ALIGNMENT-BOOSTER PUMP 2/OIL	$	1,881.40
ICAP	CITY INSURANCE- ADD'L COVERAGE	$	43.00
IMPACT7G	GRANT WRITING SERVICE	$	1,080.00
SHERWIN-WILLIAMS	PROTECTANT FOR PAINTER	$	107.75
D&K PRODUCTS	POND CHEMICALS/TURF SEED	$	1,360.00
ABSOLUTE CONCRETE	S JAMES/SE 11TH ST IMPVMT #5	$	231,925.01
A TECH INC.	FIRE ALARM MONITORING OF ASR/RO PLANT	$	239.85
A KINGS THRONE LLC	PARK PORTABLE RESTROOMS	$	1,154.05
ACCU JET	2023 CIPP LINING PROG PAY #1	$	25,862.80
ALLENDER BUTZKE ENGINEERS	CONSTRUCTION TESTING SERVICES	$	1,303.39
EUROFINS TESTAMERICA	STATE LABS WATER TESTING	$	1,431.00
TERRACON CONSULTANTS, INC	CONSTRUCTION TESTING SERVICES	$	306.25
JOHNSON CONTROLS SECURITY	CH SECURITY 4/1-6/30/2024	$	288.92
BAKER & TAYLOR	LIBRARY MATERIALS	$	3,175.92
BANKERS TRUST COMPANY	CONFERENCES/TESTING/SUPPLIES	$	9,441.80
BLACK HILLS ENERGY	GAS	$	4,658.83
BDI SIGNS	A FRAME SIGN INSERTS	$	280.00
BMI	ANNUAL MUSIC LICENSE FEE - GCC	$	435.00
SHADRAN INDUSTRIAL	JANUARY 2024 JANITORIAL - CH	$	925.00
BOMGAARS	PW/DS/PARKS-TOOLS/SUPPLIES/CLOTHING	$	2,819.83
CITY OF WEST DES MOINES	METRO HOME IMPROVEMENT PROGRAM	$	18,707.00
CENTRAL IOWA PEST	CITY PEST CONTROL	$	890.00
CITY OF DES MOINES	WRA APRIL 2024	$	200,119.20
CLIVE POWER EQUIPMENT	BILLY GOAT VACUUM/MOWER PART	$	2,490.93
COLLECTION SERVICES CENTER	CHILD SUPPORT	$	2,756.84
CONSTRUCTION & AGGREGATE	HOSE/FITTINGS-BASIN CLEANING	$	407.50
CORE & MAIN	SUPPLIES/PARTS/CHEMICALS	$	15,467.51
DALLAS COUNTY NEWS, INC.	LIBRARY SUBSCRIPTION RENEWAL	$	46.80
DEMCO	BOOKSHELF SUPPLIES-LIBRARY	$	3,581.59
EDGE COMMERCIAL	GRIMESPLEX BUILDINGS PYMT #8	$	557,291.00
SCOTT'S AUTO GLASS	WINDSHIELD/ROCK CHIP REPAIRS-PW	$	239.90
FASTENAL	WATER MAINTENANCE SUPPLIES	$	737.47
EXCEL MECHANICAL CO	FD TRAILER PLUMBING/BAY HEATERS	$	468.70
GLOBAL EQUIPMENT COMPANY	HOPPER - WRA LIFT STATION	$	1,970.00
GRAINGER	REPLACEMENT IMPELLER	$	871.27
CATCH DES MOINES	OCT-DEC 2023 HOTEL/MOTEL TAX	$	3,898.72
GREATER DM PARTNERSHIP	DC TRIP 2024 - ANDERSON	$	2,500.00
HALLETT MATERIALS	1 CLEAN STONE"	$	906.75
HAWKEYE TRUCK EQUIPMENT	PLOW STROBE LIGHTS	$	1,210.00
HAWKINS INC.	WATER CHEMICALS	$	14,682.03
HILLYARD	SOAP/TOWELS/DISPENSER-GP	$	2,716.44
HOOPLA	LIBRARY MATERIALS	$	1,693.90
STATE HYGIENIC LABORATORY	MANDATED WATER TESTING	$	1,610.50

IOWA ASSN OF MUNICIPAL	3/2024-2/2025 WATER MEMBERSHIP DUES	$	1,209.00
INTERSTATE BATTERY	S109 BATTERIES	$	416.18
IOWA DEPT OF REVENUE	FEB 2024 WH/WATER/EXCISE/SALES TAX	$	39,121.76
IOWA DOT	LIQUID SALT BRINE	$	234.00
IMFOA	4/1/23-4/1/24 DUES FOR 3/FINANCE DEPT	$	90.00
IOWA FIRE EQUIPMENT CO.	FIRE EXT INSPECTION-CITY BUILDINGS	$	2,514.00
IOWA PRISON INDUSTRIES	SIGN BLANKS	$	899.80
IPERS	IPERS- REGULAR	$	63,876.12
WEAVER JOHN A	HOME BASE IOWA FALL23/SPRING24 FINAL	$	1,000.00
NATIONS KRISTEN	BOOT CAMP INSTRUCTOR 2/20-4/5/24	$	337.50
KLINE ELECTRIC INC	TRAIL LIGHTS BY HERITAGE/1ST ST POLE	$	583.93
LEAF	COPIER CONTRACT - DS	$	401.88
LOGAN CONTRACTORS SUPPLY	CRACK SEAL	$	1,200.00
LOGOED APPAREL	CLOTHING ALLOWANCE-KURTZ	$	147.98
MAIL SERVICES	UB MONTHLY SERVICE REMINDERS	$	3,605.03
MEDIACOM	PW INTERNET AND TV	$	408.26
METRO WASTE AUTHORITY	FEB24 GARBAGE/RECYCLING/DUMPSTER FEE	$	71,293.38
PEACEFUL PRACTICE YOGA	YOGA INSTRUCTOR 2/21-3/27/24	$	396.00
MACQUEEN EQUIPMENT	STREET SWEEPER PART/MAINTENANCE	$	2,115.63
MIDAMERICAN ENERGY	ELECTRIC	$	49,940.09
MISSISSIPPI LIME CO.	QUICKLIME	$	8,048.63
MUNICIPAL SUPPLY, INC.	DUAL PORT SMART POINTS/SUPPLIES/PARTS	$	16,447.32
NAPA AUTO PARTS	BELTS FOR WW BASIN	$	613.09
O'HALLORAN INTERNATIONAL	REPAIRS/REAR VIEW MIRROR/TELEMATICS	$	3,859.11
O'REILLY AUTO PARTS	GREASE/SUPPLIES/OIL FILTERS	$	333.17
OFFICE DEPOT LIBRARY	TAPE/ENVELOPES	$	131.82
OFFICE DEPOT	OFFICE SUPPLIES-PW/HR/CH	$	505.39
ONESOURCE BACKGROUND	BACKGROUND CHECK	$	38.00
PC PRINT CENTER	POSTER/LAMINATION ROLL- LIBRARY	$	126.00
PETERSON PEST & TERMITE	PEST CONTROL JANUARY-LIB	$	135.00
PLUMB SUPPLY CO.	WATER FOUNTAIN FILTER REPLACEMENT-2	$	315.85
ARSL	ANNUAL MEMBERSHIP 5/24-5/2025	$	225.00
POLK COUNTY TREASURER	FEBRUARY CONTRACT 2024	$	120,420.08
PROTEX CENTRAL, INC.	ALARM SYSTEM INSPECTION-LIB	$	200.00
TITAN MACHINERY	EXCAVATOR RENTAL	$	7,320.00
SMITH'S SEWER SERVICE	JETTING SEWER-NW GATEWY/E 1ST/PIT	$	998.00
SNYDER & ASSOCIATES	TRAFF SIG NET COMM PROJECT #11	$	4,253.50
SITEONE LANDSCAPE SUPPLY	GRIMESPLEX POND SUPPLIES	$	1,635.37
SPRAYER SPECIALTIES	PAINT TRUCK/S207- SUPPLIES/TUBING	$	361.66
TAPCO	END OF ROAD MARKERS	$	1,199.70
THORPE WATER DEVELOPMENT	FEBRARY DISCONNECTS	$	100.00
TOMPKINS INDUSTRIES INC.	S203 SUPPLIES/HOSE ASSEMBLY	$	103.91
UNIQUE MANAGEMENT SERVICE	COLLECTIONS FEBRUARY-LIBRARY	$	34.95
UNITED RENTALS	RENTAL OF COMPOSITE MAT	$	888.75

US WATER	FEBRUARY 2024 SERVICES	$	58,355.00
CINTAS FIRST AID & SAFETY	SAFETY CABINETS/GCC AED LEASE	$	2,813.63
USA BLUE BOOK	BULK GREASE	$	132.71
VERIZON WIRELESS	CH/COUNCIL/PW IPADS-PW/DS PH/HOT SPT	$	1,006.83
VOLZ ENGINEERING & TOOL	EFFLUENT VALVE	$	1,548.50
VEENSTRA AND KIMM, INC.	WRA CONNECTOR PYMT #63	$	50,822.60
VAN MAANEN ELECTRIC, INC	GRIMES PUBLIC LIBRARY APP #23	$	1,525.63
VAN WALL EQUIPMENT	MOWER PARTS-PARKS	$	364.20
GUTHRIE DAVE	IRWA CONFERENCE PARKING	$	24.00
WHITFIELD & EDDY	LEGAL FEES	$	45,953.20
ZIEGLER	LOADER/S403 SUPPLIES	$	1,428.97
BRAVO GREATER DES MOINES	28E AGREEMT-2ND QTR PYMT FY24	$	3,898.72
ELM USA	DISC BUFFER MARCH	$	25.00
CENTURY LINK	3/10-4/9/24 PHONE SERVICE	$	1,854.99
INFOMAX OFFICE SYSTEMS	LIBRARY COPIER CONTRACT MARCH	$	261.83
EFTPS	FED/FICA TAX	$	95,260.45
KANOPY INC	LIBRARY MATERIALS	$	62.00
CSG FORTE PAYMENTS, INC	CREDIT CARD FEES	$	4,090.55
FISK ERIK	NPELRA CONF HOTEL/FLIGHTS REIMBURSEMT	$	2,117.57
MARTIN OIL WHOLESALE	BULK OIL	$	1,332.48
PFALTZGRAFF ALEX	ASFPM CONF/DUES-FLOODPLAIN MGR DUES	$	529.00
BODLEY, JEREMY	HOME BASE IOWA SPRING/FALL 2023 - FINAL	$	1,000.00
MENARDS	GP BREAKRM REFRIG-PW/LIB/GCC SUPPLIES	$	2,489.02
MI-FIBER, LLC	GCC/DS INTERNET	$	387.90
MCCLURE ENGINEERING	SE 41ST/PARK DR EXT #3-WATER SYS 1A #18	$	13,072.03
BULK TRANSPORT CO EAST	DELIVERY OF LIME	$	2,469.34
SHANK CONSTRUCTORS INC	WRA CONNECTOR CONTR 4 PYMT #24	$	336,270.29
INVISION	CONSTRUCTION ADMIN-LIBRARY	$	390.00
DENMAN & COMPANY, LLP	AUDIT YEAR ENDED JUNE 30 2023	$	3,000.00
VOYA	DEFER COMP PRE	$	5,933.84
FOTH INFRASTRUCTURE & ENV	CIPP#1/SAN SW EX#10/11TH ST #12/19TH #6	$	89,249.41
AIG	DEFER COMP ROTH	$	1,765.00
HORACE MANN	DEFER COMP ROTH	$	800.00
MASSMUTUAL	DEFER COMP PRE	$	4,486.00
IOWA DEPT OF ADMIN SERV	CERT PUBLIC MANAGER-ALEX/RACHEL	$	7,050.00
STRAUSS SECURITY SOLUTION	PADLOCKS FOR WEST GATE AT WTP	$	49.00
LUMEN CENTURY LINK	2/16-3/15/24 PHONE SERVICE	$	770.72
MSA PROFESSIONAL SERVICES	SE LTL BEAV/4TH-6TH MAIN #6	$	9,609.82
ENCODEPLUS, LLC	CODIFICATION SERVICES	$	18.00
MICROMARKETING LLC	LIBRARY MATERIALS	$	163.68
ANKENY SANITATION	MAR 2024 RECYCLING/GARBAGE	$	1,992.25
RYAN JESSE	HOME BASE IOWA - SPRING 2024	$	500.00
TRAFFIC & TRANSPORTATION	TRAFFIC SIGNAL DETECTION	$	4,895.00
AIRGAS USA LLC	OXYGEN & ACETYLENE FOR TORCH	$	146.20

SCENTAIR TECHNOLOGIES	PW/GCC IONIZATION	$	622.00
NORTHERN TOOL & EQUIPMENT	CLOTHING-FAJARDO-OLGUIN/COENEN	$	61.37
RENEWABLE ENERGY GROUP	FUEL-PW/FD/DS/PARKS	$	8,705.55
PER MAR SECURITY SERVICES	GCC SECURITY SERVICES	$	221.10
EBS	APRIL PREMIUMS	$	63,783.86
SYNERGY FIRE & SAFETY	HAULING SLUDGE TO WRA	$	96,554.60
BAKER GROUP	BUILDING ACCESS PROGRESS BILL	$	6,337.61
MUSCO SPORTS LIGHTING	LASER GRADING NORTH SPORTS COMPLEX	$	4,500.00
THE WEITZ COMPANY	GRIMES PUBLIC LIBRARY APP #25	$	12,293.00
DANIELS KENDRA E	CLOTHING ALLOWANCE REIMBURSMENT	$	140.00
FEICK BRADLEY	IRWA CONFERENCE PARKING	$	24.00
CITY OF GRIMES FLEX	EMPLOYEE FLEX SPENDING	$	7,453.56
EAGLEVIEW	AERIAL PHOTOGRAPHY -YEAR 2 PAYMENT PW	$	6,120.00
S.M. HENTGES & SONS INC	SE/SW 19TH SEWER EXT #2	$	389,605.13
CIT SEWER SOLUTIONS	CLEANING AND TELEVISING PYMT # 1	$	53,256.90
CIVICPLUS, LLC	WEBSITE/AGENDA RENEWAL 4/24-4/2025	$	24,833.53
HEARTLAND BUSINESS	MONTHLY OFFICE 365	$	3,763.10
REGENTS OF UNIV. OF MINN	LIBRARY CARDS	$	1,300.00
CITY OF GRIMES HSA	EMPLOYEE FLEX SPENDING	$	1,430.68
PERFORMANCE CONTRACTING	GRIMES PUBLIC LIBRARY APP #16	$	2,229.41
AMAZON	DS/PARKS/LIB SUPPLIES	$	3,635.85
PITNEY BOWES LEASE	CH POSTAGE LEASE 1/30-4/29/24	$	238.41
SIDEKICK DEVELOPMENT	FIRE STATION PROF SERVICES FEB 2024	$	5,000.00
SVPA ARCHITECTS	FIRE STATION TOPOGRAPHIC/GP SCHEMATIC	$	108,393.19
DIALMYCALLS	UB AUTO CALLS-ANNUAL CONTRACT	$	539.89
ARAMARK	GCC RUG RENTAL SERVICE	$	239.64
RINGCENTRAL, INC.	CITY PHONE SERVICES - SHARED	$	2,796.49
REILLY CONSTRUCTION CO	SE JACOB ST RECONSTRUCT AP #10	$	2,058.00
PLAYAWAY PRODUCTS	LIBRARY MATERIALS	$	296.19
EBRTOS INC	SOCCER GOAL EQUIPMENT	$	2,583.00
HOWREY CONSTRUCTION INC	HWY 44 TRAIL EXT #6/#7-SHAWVER TR #2	$	39,229.76
SPORTAFLEX LLC	GRIMESPLEX PORTABLE FENCING	$	68,961.50
SBS SERVICES GROUP LLC	GCC/LIB/PW JANITORIAL FEB/MAR 2024	$	5,687.35
SPIN & SPARKLE LLC	BALLET INSTRUCTOR 2/26-4/22/24	$	1,464.00
IMEG	CONSTRUCTION CONSULTING - LIB	$	4,019.20
METRONET	INTERNET FOR FLEXNET SYSTEM	$	217.25
FRASER CRAIG	FEBRUARY BUILDING/FIRE OFFICIAL	$	6,900.00
SEGEBART ERNEST J III	YOUTH BKB ANNOUNCER 3/2/24	$	500.00
DAVISON KERI	EDUCODE CONF PER DIEM REIMBURSEMENT	$	413.23
HINCKLEY SPRINGS	WATER - LIBRARY	$	3.51
RTL EQUIPMENT INC	WELL FIELD REPAIR RENTAL/GTWY VALVE	$	2,005.00
PRELOAD LLC	GRIMES GRND STORAGE RESEV #3	$	46,170.00
TEAM SERVICES INC	CONSTRUCTION TESTING SERVICES	$	881.37
FIRST CHOICE COFFEE	COFFEE RENTAL/SUPPLIES	$	474.59

GREEN RESOURCE MANAGEMENT	CH SHREDDING SERVICE	$	48.00
GANNETT IOWA LOCALIQ	PUBLICATIONS	$	798.20
UNIVERSAL GOAL MOVERS LLC	GOAL TAXIS GRIMESPLEX	$	2,245.00
GLANTZ	SIGN MATERIAL CUTTER	$	1,131.34
AVIVE SOLUTIONS INC	WALL CABINET/CHARGE STAND-LIB	$	530.97
CAPALDO MARC	DNR CERTIFICATION REIMBURSEMENT	$	64.58
FORMS & SURFACES INC	BIKE RACKS-LIBRARY	$	3,577.76
MID-IOWA SOLID WASTE EQUIP	SEWER TOOLS	$	747.03
ACADEMY TROPHIES & AWARDS	YOUTH JERSEYS	$	2,780.00
MIDWEST HERITAGE BANK FSB	CD PURCHASE	$	1,088,923.62
HOST COFFEE SERVICE INC	COFFEE/TEA SUPPLIES - LIBRARY	$	102.24
GOVERNMENTJOBS.COM, INC	NEOGOV- HR SOFTWARE	$	12,717.00
LANG JORDAN	EDUCODE CONF PER DIEM REIMBURSEMENT	$	393.23
DEPOSIT REFUNDS	UB REFUND DATE 03/05/2024	$	134.52
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	$	278,653.19
	CLAIMS TOTAL	**$**	**4,670,773.55**
	GENERAL FUND	$	646,861.18
	LIBRARY FUND	$	76,277.20
	ROAD USE TAX FUND	$	44,620.09
	EMPLOYEE BENEFITS FUND	$	47,146.86
	HOTEL/MOTEL/ECON DEV FUND	$	7,797.44
	CP - GRIMES COMMUNITY COM FUND	$	24.98
	WRA SANI SEWER PHASE 1 FUND	$	50,822.60
	19TH ST SEWER EXTENSION FUND	$	427,163.08
	ANN SANI SEWER I&I REHAB FUND	$	58,672.80
	ANNUAL SIGNAL IMPROVEMENT FUND	$	9,148.50
	ANNUAL WATER MAIN REPLACE FUND	$	9,609.82
	GRIMES LIBRARY BLDG FUND	$	24,035.00
	TRAFFIC SIGNAL EQUIPMENT FUND	$	1,905.00
	ANN TRAIL IMPRV & PLAN FUND	$	4,372.85
	WRA SANI SWR PHS 4 FUND	$	336,270.29
	JACOB ST OVERLAY PROJ FUND	$	2,058.00
	GRIMESPLEX FUND	$	627,565.95
	SE 11TH & JAMES FUND	$	251,184.43
	BLDG ACCESS CONTROL PROJ FUND	$	6,337.61
	WATER PRODUCTION PROJECTS FUND	$	51,834.53
	HWY TRL EXT TO SCHOOL FUND	$	34,856.91
	FIRE STATION FUND	$	112,385.99
	NO COUNTY LINE WATER MAIN FUND	$	3,094.00
	SEWER COMPLIANCE PROJECT FUND	$	96,554.60
	SE 41ST & SE PARK EXTNSN FUND	$	7,407.50
	WATER FUND	$	1,243,403.80
	WATER DEPOSITS FUND	$	115.18
	SEWER FUND	$	337,337.81

	LANDFILL/GARBAGE FUND	$	73,222.82
	STORM WATER FUND	$	78,686.73
		$	**4,670,773.55**
FEB 2024 MONTHLY REVENUE	GENERAL FUND	$	223,667.66
	LIBRARY FUND	$	12,841.11
	ROAD USE TAX FUND	$	445,668.73
	EMPLOYEE BENEFITS FUND	$	11,951.27
	LOCAL OPTION SALES TAX FUND	$	302,822.60
	TAX INCREMENT FINANCE FUND	$	37,380.90
	ECONOMIC DEV REV LOAN FUND	$	13,645.51
	DEBT SERVICE FUND	$	18,275.95
	CAPITAL PROJECTS FUND	$	64,051.09
	WATER FUND	$	386,945.29
	SEWER FUND	$	362,928.58
	LANDFILL/GARBAGE FUND	$	65,849.67
	STORM WATER FUND	$	68,017.16
		$	**2,014,045.52**

AMAZON CLAIMS 3.26.24		
Charges	**Amount**	**Description**
Library	$1,297.11	Materials
	-$407.56	Walkie talkie/charger station - return
	$147.42	Carpet shampoo/insulated cups
	$140.46	Headphones/tape/hand sanitizer
	$128.90	Magnetic white board
	$205.09	Changing room/cleaning supplies
	$45.59	Tea/coffee creamer/paper
	$231.77	Lanyards/hand sanitizer/edge protectors
	$288.62	Safety supplies-spill kit/signs/vinyl
	$115.58	Programming supplies
Dev. Services	$39.11	Face masks/paper supplies
	$36.97	Cork board
Parks & Rec	$143.83	Wall calendar/bulletin board/supplies
	$1,222.96	GrimesPlex umbrella bases
Total	$3,635.85	

Bankers Trust Credit Cards			
Parks & Recreation			
7444	$320.00	The Goal Life	Aquatic certification-Splash Pad
	$40.00	Daktronics	Antenna for GCC scoreboard
	$308.46	NPRA Operating	Playground safety inspection kit
	$68.96	Facebook	GrimesPlex marketing
Dev Serv - Alex			
8047	$15.00	Daily Commuter Park	CPM session parking pass - Alex/Rachel
	$78.54	Jimmy Johns	Econ Dev Director interviews lunch
	$107.94	Engineer Supply	Measuring wheel
	$240.00	Int'l Code Council	Commercial electrical exam - Kamm
Public Works			
8021	$235.00	APWA Iowa Chapter	2024 Iowa Spring conference-Hensley
	$605.00	APWA Snow Registration	2024 N American Snow conference-Hensley
	$360.29	iowa DNR	Stormwater General Permit - 3 year renewal
	$255.00	Iowa Section American	Water distribution conference - Feick
	$340.00	APWA	Accreditaton software/manual
	$19.72	USPS	Postage for MS4 invoices
Dev Serv - Matt			
4515	$45.18	Kwik Trip	PW Construction Conference fuel
	$1,870.96	Madison Concourse Hotel	PW Construction Conference -Dillon/Jose
	$65.85	Walmart	EEC office olympics supplies
Library			
8070	$190.00	Iowa Library Assoc	ILA renewal-Heid
	$289.99	Publishers Weekly	Subscription renewal
	$497.89	Global Industrial	Recycling/trash can
	$237.09	Walmart	Programming/staff meeting supplies
	$727.00	American Library Assoc	ALA renewl/conference -Heid
	$6.55	Paypal - Obarski	DVD covers
	$355.95	Southwest Airline	PLA conference travel - Heid
	$180.00	Costco	Business account renewal
	$400.00	Learn Magic	Programming - Magician School
	-$179.00	Prime Amazon	Refund for Friends Amazon Prime account
	$182.94	Vista Print	Business cards
Administrator			
1611	$ 350.00	IACMA	Iowa Municipal Mgmt Conf-Anderson
	$ 20.00	OpenAI	Subscription
	$ 19.48	Urban Cellar	Metro Managers meeting lunch

	$ 698.00	Maritz	PLA Conference hotel- Heid
	$ 45.72	Destination Grille	Budget communication-Anderson/Tucker
	$ 50.72	Sol-Agave	Grimes Leadership Academy meeting
City Hall			
4531	$82.93	Walmart	Office supplies
Rob Fox			
4523	$0.64	Microsoft	Monthly charge for DNS service
	$40.00	Cognito	Team subscription
Erik Fisk			
4507	$270.00	Office of Prof Regulation	Client Security/CLE transcript-Fisk
Total	$9,441.80		

RESOLUTION 03-0324 APPROVING QUOTES AND BILLS OVER $10,000 ACCORDING TO THE GRIMES PURCHASING AND PROCUREMENT POLICY

Grimes Resolution No. 03-0324

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

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

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

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

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

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

C-O

6DO-8106310
emergency replacement values
for lime filter 1 & 2 effluent

CORE & MAIN

INVOICE

Invoice #	U333895
Invoice Date	2/19/24
Account #	096840
Sales Rep	BEN EISCHEID
Phone #	515-986-4000
Branch # 223	Grimes, IA
Total Amount Due	$11,020.66

1830 Craig Park Court
St. Louis, MO 63146

20236638

FEB 29 2024

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

202 1 MB 0.571 E0185X I0272 D12468349032 S2 P10150540 0001:0001

CITY OF GRIMES
101 NE HARVEY ST
GRIMES IA 50111-2180

Shipped to:
1700 SE DESTINATION DRIVE
GRIMES, IA

CUSTOMER JOB- NICK

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
2/05/24	2/08/24	1998	NICK			DIRECT	U333895

Product Code	Description	Quantity Ordered	Quantity Shipped	B/O	Price	UM	Extended Price
	CORE & MAIN PO#- 1677078						
/50017655776	14" BF VALVE 141FF-0134ESSLHP3	2	2		5389.00000	EA	10,778.00

Online ADVANTAGE™
• Manage billing online • Reprint invoices
• Retrieve proof of deliveries
Be suspicious of emails requesting wire transfers or payments to Core & Main using updated remittance information. For tips about how to identify bad actors, visit coreandmain.com/identifying-fraud.

Freight	Delivery	Handling	Restock	Misc.
$242.66				

Terms: NET 30
Ordered By: NICK

Subtotal:	10,778.00
Other:	242.66
Tax:	0.00
Invoice Total:	$11,020.66

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: http://tandc.coreandmain.com/.

0001:0001

THE CITY OF
West Des Moines.

PAID

FEB 26 2024

20236720 IAP
001.170 6413

INVOICE

CITY OF GRIMES
101 N HARVEY

GRIMES, IA 50111

Billing Date	10/04/2023
Due Date	**Upon Receipt**
Invoice Number	CE - 2024-00010010
Total Due	$18,707.00

Description: Metro Home Improvement Program
Comments: Annual City Contribution - FY 2023-24

Description	Quantity	Unit Price	Total Price
CE Billing	1	$18,707.0000	$18,707.00

Invoice Total:	$18,707.00
Prepaid Amount:	($0.00)
Balance Due:	$18,707.00

Customer #	Billing Date	Due Date	Invoice Number	Total Due
46	10/04/2023	Upon Receipt	CE - 2024-00010010	$18,707.00

Please include the Invoice Number on your check.

Billing Questions? Please Contact: Christine Gordon (515)273-0770 christine.gordon@wdm.iowa.gov	**Make Payment to:** City of West Des Moines Attn: Accounts Receivable P.O. Box 65320 West Des Moines, IA 50265-0320

Tax ID #42-6005359

MW

to Kri 3/6

610-815-6397
Cleaning & televising

C-O

Invoice

530 Dubois Avenue
PO Box 203
Mc Callsburg, Iowa 50154

2024-782

2/29/2024	6046

Phone # 515-434-2248

www.citsewer.com

City of Grimes
101 NE Harvey St
Grimes, IA 50111

PAID

P.O. No.	Due Date	Project
	2/29/2024	

Description	Quantity	Rate	Amount
FY 2024 Santiary Sewer Cleaning and Televising Sanitary Sewer Cleaning and Televising Services - Pay App No. 1			
Jetting / FT	28,631	0.90	25,767.90
CCTV / FT	27,489	1.00	27,489.00
			$53,256.90

E-mail
office@citsewer.com

CIT Sewer Solutions offers E-mailed Invoices and Credit Card payments. A Convenience Fee of 3% will be charged on all credit card payments. Please let us know if you would like to use these services.

RESOLUTION TO APPROVE SANITARY SEWER CLEANING AND TELEVISING SERVICES CONTRACT

Grimes Resolution No. 11-1023

WHEREAS, the Public Works Department has requested bids from several firms for sanitary sewer cleaning and televising for approximately sixty three thousand (63,000) feet of pipe; and,

WHEREAS, bids were received from five (5) companies; 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 bidding process meet those policy requirements; and;

WHEREAS, Central Iowa Televising DBA CIT Sewer Solutions provided the most advantageous pricing;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Public Works Director is authorized to enter into an agreement with Central Iowa Televising DBA CIT Sewer Solutions to conduct sewer line cleaning and televising as described in the attached Request for Bid.

PASSED and APPROVED on November 14, 2023.

Scott Mikkelsen (Nov 15, 2023 09:11 CST)

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams

Rochelle Williams, City Clerk

600-810-6501
Sodium hypochlorite & Ammonia

Original

INVOICE

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

Total Invoice	**$4,432.03**
Invoice Number	6714066
Invoice Date	3/19/24
Sales Order Number/Type	4484451 SL
Branch Plant	58
Shipment Number	5325891

20236819

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

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

PAID

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #
5/3/24	Net 45	PPD Origin	HWTG			074

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	33384	Aqua Hawk® 347	N	330.0000	GA	$0.3800	LB	3,326.4 LB	$1,264.03
		1 LB BLK (Mini-Bulk)		3326.4000	LB			3,326.4 GW	
2.000	41245	Azone 15 - EPA Reg. No. 7870-5	N	1,320.0000	GA	$2.4000	GA	13,318.8 LB	$3,168.00
		1 LB BLK (Mini-Bulk)		1320.0000	GA			13,318.8 GW	

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

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

Rec

Page 1 of 1	Tax Rate	Sales Tax	Invoice Total	$4,432.03
	0 %	$0.00		

No Discounts on Freight

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

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

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

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

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

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

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

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

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

www.hawkinsinc.com

600-810-6501
antiscalant

Original

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

INVOICE

Total Invoice	**$8,000.00**	
Invoice Number	6707368	
Invoice Date	3/12/24	
Sales Order Number/Type	4479458	SL
Branch Plant	58	
Shipment Number	5319031	

223691

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

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

PAID

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #
4/26/24	Net 45	PPD Origin	HWTG			074

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	59271	Vitec 3000	N	1.0000	TO	$3.2000	LB	2,500.0 LB	$8,000.00
		2500 LB TO		2500.0000	LB			2,675.0 GW	

Lot/SN: 092223

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

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

Page 1 of 1	Tax Rate	Sales Tax	**Invoice Total**	**$8,000.00**
	0 %	$0.00		

No Discounts on Freight

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

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

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

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

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

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

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

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

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

www.hawkinsinc.com

NEOGOV

✓ I-O 2023686 EF

Invoice #INV-40831

From

Governmentjobs.com, Inc. DBA NEOGOV
2120 Park Pl,
Suite 100
El Segundo, CA 90245

Bill To

Grimes, City of (IA)
101 Ne Harvey St
Grimes, IA 50111-2051
United States

Invoice Summary

Invoice Number	INV-40831
Date	01/03/2024
Terms	Net 30
Due Date	02/02/2024
Amount Due (USD)	$ 12,717.00

Item / Description	Total
Software Services:Setup - IE (221) Insight Enterprise Software Setup	2,700.00
Software Services:Setup - ON (222) Onboard Software Setup	2,250.00
Software Services:Setup - SSO (949) Single Sign On Integration Setup	2,250.00
Insight This is your subscription fee for Insight for the term starting 12/29/2023 and ending 12/28/2024.	2,357.50
Onboard This is your subscription fee for Onboard for the term starting 12/29/2023 and ending 12/28/2024.	2,062.50
Governmentjobs.com This is your subscription fee for Governmentjobs.com for the term starting 12/29/2023 and ending 12/28/2024.	545.50
SSO (Single Sign-On) This is your subscription fee for SSO (Single Sign-On) for the term starting 12/29/2023 and ending 12/28/2024.	551.50
Amount Due (USD)	$ 12,717.00

Thank you for your business!

For questions, or pay by credit card, please reply to this email or reach out to billing@neogov.com. For questions on a renewals invoice, please reach out to renewals@neogov.com.

Please make checks payable to:

Governmentjobs.com, Inc
DEPT LA 25067
Pasadena, CA 91185-5067

For Payments by Wire:

Silicon Valley Bank
Account #: 3302022848
Account Name: Governmentjobs.com, Inc.
Bank Routing No.: 121140399

Swift Code: SVBUS6SIBO

Sportaflex, LLC
1042 N Higley Rd #102-410
Mesa, AZ 85205
+1 8005113596
sales@sportaflex.com

(-0

PAID

PAID

ADDRESS	SHIP TO		
Alex Miller	Alex Miller	ESTIMATE	23776
City of Grimes	City of Grimes	DATE	03/12/2024
1000 NE Heritage Dr	1000 NE Heritage Dr	EXPIRATION DATE	04/12/2024
Grimes, IA 50111	Grimes, IA 50111		

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, Post Anchor 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

OK to pay per Alex 3/21

3/14/24

367-470-6504

Req# 2028637

PO 2023684 BB

C-O
C-M

Sportaflex, LLC
1042 N Higley Rd #102-410
Mesa, AZ 85205 US
+1 8005113596
sales@sportaflex.com

SPORTAFLEX

PAID

BILL TO	SHIP TO		
	Alex Miller	INVOICE	10316
	City of Grimes	DATE	01/31/2024
	1000 NE Heritage Dr	TERMS	Net 30
	Grimes, IA 50111	DUE DATE	03/01/2024

3001-2	Foul Poles 8 ft.-Pair - Eight Foot Foul Poles PVC with associated Ground Anchor, sleeve and Cap	12	255.75	3,069.00
Freight Quote	Freight Charges NOT included in this Quote and will be added to final Invoice.	1	0.00	0.00

SUBTOTAL	3,069.00
TAX	0.00
TOTAL	3,069.00
BALANCE DUE	**$3,069.00**

Estimate 23732	3,069.00
This invoice 10316	$3,069.00
Total invoiced	3,069.00

Am
3/14/24
367-470-6504
Backordered Rec # 2028636
PO 20236846 BB

MW

384-815-6399
hauling Sludge to WRA

C-O

Synergy Fire & Safety
4338 Hubbell Ave
Des Moines, IA 50317
515-381-0102
ssutton@synergyfire.net

Invoice 23665

SYNERGY FIRE & SAFETY

202 36 928

PAID

BILL TO	SHIP TO	DATE	PLEASE PAY	DUE DATE
City of Grimes City of Grimes 101 NE Harvey Street Grimes, Iowa 50111	US Water Services Corporation 1801 N James Street Grimes, Iowa 50111	03/14/2024	$20,883.00	04/13/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/11/2024	**NHMC-Non-Haz**	Non-Hazard Material Collection-3 Load(s) RW HN JG	3	650.00	1,950.00
03/11/2024	**NHMC-Non-Haz**	Pounds Collected	140,740	0.01	1,407.40
03/12/2024	**NHMC-Non-Haz**	Non-Hazard Material Collection-6 Load(s) HN	6	650.00	3,900.00
03/12/2024	**NHMC-Non-Haz**	Pounds Collected	275,380	0.01	2,753.80
03/13/2024	**NHMC-Non-Haz**	Non-Hazard Material Collection-7 Load(s) RW	7	650.00	4,550.00
03/13/2024	**NHMC-Non-Haz**	Pounds Collected	313,000	0.01	3,130.00
03/14/2024	**NHMC-Non-Haz**	Non-Hazard Material Collection-3 Load(s) AR LK	3	650.00	1,950.00
03/14/2024	**NHMC-Non-Haz**	Pounds Collected	124,180	0.01	1,241.80

TOTAL DUE $20,883.00

THANK YOU.

384-815-6399
hauling sludge to wra

Synergy Fire & Safety
4338 Hubbell Ave
Des Moines, IA 50317
515-381-0102
ssutton@synergyfire.net

Invoice 23521

L-O

20236794

SYNERGY FIRE & SAFETY

PAID

BILL TO	SHIP TO	DATE	PLEASE PAY	DUE DATE
City of Grimes City of Grimes 101 NE Harvey Street Grimes, Iowa 50111	US Water Services Corporation 1801 N James Street Grimes, Iowa 50111	03/01/2024	$24,486.00	03/31/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
02/26/2024	**NHMC-Non-Haz**	Non-Hazard Material Collection-4 Load(s) AR JG	4	550.00	2,200.00
02/26/2024	**NHMC-Non-Haz**	Pounds Collected	185,340	0.01	1,853.40
02/27/2024	**NHMC-Non-Haz**	Non-Hazard Material Collection-3 Load(s) HN	6	550.00	3,300.00
02/27/2024	**NHMC-Non-Haz**	Pounds Collected	240,780	0.01	2,407.80
02/28/2024	**NHMC-Non-Haz**	Non-Hazard Material Collection-5 Load(s) AR RW	5	550.00	2,750.00
02/28/2024	**NHMC-Non-Haz**	Pounds Collected	212,300	0.01	2,123.00
02/29/2024	**NHMC-Non-Haz**	Non-Hazard Material Collection-6 Load(s) AR RW HN	6	550.00	3,300.00
02/29/2024	**NHMC-Non-Haz**	Pounds Collected	247,020	0.01	2,470.20
03/01/2024	**NHMC-Non-Haz**	Non-Hazard Material Collection-4 Load(s) RA	4	550.00	2,200.00
03/01/2024	**NHMC-Non-Haz**	Pounds Collected	188,160	0.01	1,881.60

TOTAL DUE $24,486.00

THANK YOU.

384-815-6399
hauling sludge to WRA

C-O

202 36795

PAID

Synergy Fire & Safety
4338 Hubbell Ave
Des Moines, IA 50317
515-381-0102
ssutton@synergyfire.net

Invoice 23444

BILL TO	SHIP TO	DATE	PLEASE PAY	DUE DATE
City of Grimes City of Grimes 101 NE Harvey Street Grimes, Iowa 50111	US Water Services Corporation 1801 N James Street Grimes, Iowa 50111	02/24/2024	$44,317.80	03/25/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
02/19/2024	**NHMC-Non-Haz**	Non-Hazard Material Collection-4 Load(s) RA	4	550.00	2,200.00
02/19/2024	**NHMC-Non-Haz**	Pounds Collected	187,940	0.01	1,879.40
02/19/2024	**NHMC-Non-Haz**	Non-Hazard Material Collection-3 Load(s) HN	3	550.00	1,650.00
02/19/2024	**NHMC-Non-Haz**	Pounds Collected	148,480	0.01	1,484.80
02/19/2024	**NHMC-Non-Haz**	Non-Hazard Material Collection-2 Load(s) RW	2	550.00	1,100.00
02/19/2024	**NHMC-Non-Haz**	Pounds Collected	98,280	0.01	982.80
02/19/2024	**NHMC-Non-Haz**	Wait time at WRA for them to prepare a spot for us to dump wastewater 2 Hours each/ 3 Trucks	3	200.00	600.00
02/20/2024	**NHMC-Non-Haz**	Non-Hazard Material Collection-4 Load(s) AR	4	550.00	2,200.00
02/20/2024	**NHMC-Non-Haz**	Pounds Collected	183,700	0.01	1,837.00
02/20/2024	**NHMC-Non-Haz**	Non-Hazard Material Collection-2 Load(s) RW	2	550.00	1,100.00
02/20/2024	**NHMC-Non-Haz**	Pounds Collected	97,540	0.01	975.40
02/20/2024	**NHMC-Non-Haz**	Non-Hazard Material Collection-1 Load(s) JG	1	550.00	550.00
02/20/2024	**NHMC-Non-Haz**	Pounds Collected	48,060	0.01	480.60
02/21/2024	**NHMC-Non-Haz**	Non-Hazard Material Collection-5 Load(s) AR	5	550.00	2,750.00
02/21/2024	**NHMC-Non-Haz**	Pounds Collected	237,100	0.01	2,371.00
02/21/2024	**NHMC-Non-Haz**	Non-Hazard Material Collection-4 Load(s) RA	4	550.00	2,200.00
02/21/2024	**NHMC-Non-Haz**	Pounds Collected	190,360	0.01	1,903.60
02/21/2024	**NHMC-Non-Haz**	Non-Hazard Material Collection-1 Load(s) RW	1	550.00	550.00
02/21/2024	**NHMC-Non-Haz**	Pounds Collected	48,680	0.01	486.80

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
02/21/2024	**NHMC-Non-Haz**	Non-Hazard Material Collection-4 Load(s) JG	4	550.00	2,200.00
02/21/2024	**NHMC-Non-Haz**	Pounds Collected	180,660	0.01	1,806.60
02/22/2024	**NHMC-Non-Haz**	Non-Hazard Material Collection-2 Load(s) AR	2	550.00	1,100.00
02/22/2024	**NHMC-Non-Haz**	Pounds Collected	97,380	0.01	973.80
02/22/2024	**NHMC-Non-Haz**	Non-Hazard Material Collection-1 Load(s) RA	1	550.00	550.00
02/22/2024	**NHMC-Non-Haz**	Pounds Collected	46,600	0.01	466.00
02/22/2024	**NHMC-Non-Haz**	Non-Hazard Material Collection-1 Load(s) RW	1	550.00	550.00
02/22/2024	**NHMC-Non-Haz**	Pounds Collected	46,360	0.01	463.60
02/22/2024	**NHMC-Non-Haz**	Non-Hazard Material Collection-5 Load(s) JG	5	550.00	2,750.00
02/22/2024	**NHMC-Non-Haz**	Pounds Collected	224,200	0.01	2,242.00
02/23/2024	**NHMC-Non-Haz**	Non-Hazard Material Collection-3 Load(s) AR	3	550.00	1,650.00
02/23/2024	**NHMC-Non-Haz**	Pounds Collected	133,180	0.01	1,331.80
02/24/2024	**NHMC-Non-Haz**	Non-Hazard Material Collection-1 Load(s) MF	1	650.00	650.00
02/24/2024	**NHMC-Non-Haz**	Pounds Collected	28,260	0.01	282.60

TOTAL DUE $44,317.80

THANK YOU.

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Resolution Appointing an Acting City Clerk

BACKGROUND: The City Clerk, Rochelle Williams, is retiring on April 5, 2024 and so an acting city clerk is needed to be appointed.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: ____YES ____NO

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

BOARD/COMMISION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:
Rochelle Williams, City Clerk / Director of Administrative Services, rochelle@grimesiowa.gov

Prepared by:	Rochelle Williams
Return to:	Rochelle Williams

RESOLUTION 03-0424 APPOINTING AN ACTING CITY CLERK

Grimes Resolution No. 03-0424

WHEREAS, Iowa Code section 372.13 (3) states the Council shall appoint a city clerk to maintain city records and perform other duties as described by state or city laws; and

WHEREAS, the current City Clerk is retiring on April 5, 2024; and an acting City Clerk is required to be appointed; and

WHEREAS, the City Administrator will be designated as the acting City Clerk.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, appointing City Administrator Jake Anderson as acting City Clerk for the City of Grimes, effective April 5, 2024.

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

Grimes Resolution No. 03-0524

WHEREAS, alcoholic beverage licensing in Iowa is a joint effort of the applicant, local authority and the Iowa Alcoholic Beverages Division (ABD); and

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

WHEREAS, to obtain a license through the Iowa Alcoholic Beverage Division (ABD), applicants must meet their criteria as outlined in the ABD application; and

WHEREAS, effective January 5, 2024, applicants for new alcohol licenses will be required to upload all relevant documentation to the ABD Licensing and Permitting System (eLAPS) prior to submitting the application; and

WHEREAS, the attached alcohol licenses have met the requirements required by ABD and are ready for approval by the Grimes City Council.

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

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

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/COMMISION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by:
Return to:

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

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/COMMISION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by:
Return to:

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

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/COMMISION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by:
Return to:

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

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/COMMISION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by:
Return to:

RESOLUTION 03-0624 APPROVING IOWA RETAIL PERMIT APPLICATION FOR CIGARETTE/TOBACCO/NICOTINE/VAPOR FOR THE SPOT TRUCK STOP, 1905 SE 37TH STREET, GRIMES, IOWA

Grimes Resolution No. 03-0624

WHEREAS, all establishments within the city's limits engaging in the sale of cigarette/tobacco alternative nicotine or vapor products must apply for a permit on an annual basis from the city; and

WHEREAS, the annual renewal process shall require submission of the completed application to the City of Grimes along with the appropriate permit fees; and

WHEREAS, cigarette/tobacco/nicotine/vapor products permits issued within the city shall expire on June 30th of each year; and

WHEREAS, retail permit fees shall be calculated based on the month they are issued; and

WHEREAS, the City Council shall approve or deny the application. Approved applications shall be filed with the Iowa Alcoholic Beverage Division within 30 days of approval; and

WHEREAS, all individuals involved in the sale of cigarette/tobacco alternative nicotine or vapor products must comply with Iowa laws regarding tobacco sales.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the attached Exhibit A be approved for a cigarette/tobacco/nicotine/vapor retail permit and authorizing the city clerk to issue the permit.

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

Iowa Department of **REVENUE**

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

https://tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 03 / 12 / 2024 through June 30, 2024

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

Business Information:

Trade Name/DBA The Spot Truck Stop (Call capitol fuels)

Physical Location Address 1905 SE 37th St City Grimes ZIP 50111

Mailing Address 4215 Daina Dr City Cedar Falls State IA ZIP 50613

Business Phone Number 319-238-9810

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☑ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP AAA LLC

Mailing Address 4215 Daina Dr City Cedar Falls State IA ZIP 50613

Phone Number 319-238-9810 Fax Number — Email abdulrehmanawan902@gmail.com

Retail Information:

Types of Sales: Over-the-counter ☑ Vending machine ☐

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☑

Types of Products Sold: (Check all that apply)
Cigarettes ☑ Tobacco ☑ Alternative Nicotine Products ☑ Vapor Products ☑

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

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

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

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

Name (please print) Pashming Maqsood

Signature [signature]

Date 3/11/2024

Name (please print) _____

Signature _____

Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

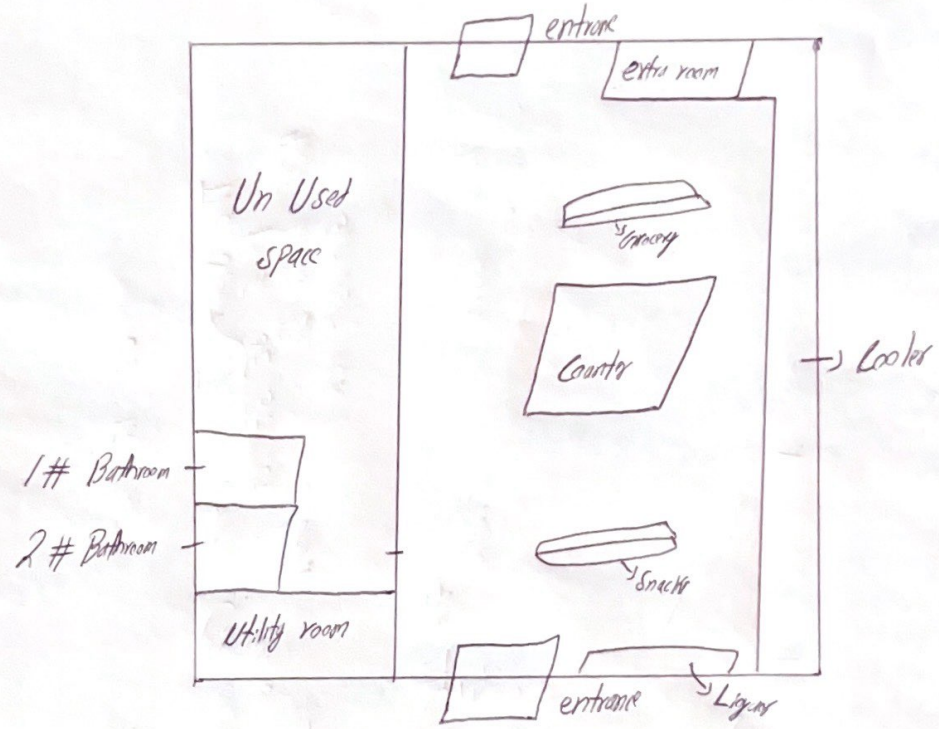
- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New ☐ Renewal ☐

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

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

70-014a (06/22/17)

The Spot truckstop



Pashmina Magsood
3/11/2024

address: 1905 SE 37th St
Grimes IA 50111

Liquor/Alcohol Space = 1292 SQ

Reports & Correspondence

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

February 2024 service calls

333 calls across all districts

Total calls **decreased** from January's total (427).

Station 37 (G37) – 72 calls

Station 38 – Grimes district (G38) – 36 Johnston district (J38) – 77

Station 39 – 137 New NW Area (J37) - 2

9 M/A Given: ALT-0, ANK-0, DC-1, DSM-0, CLI-0, GRA-3, PH-0, PC-0, SAY-5, URB-0, WAU-0, WIN-0, WDM-0

Mutual Aid Received – 18 agency responses

EMS calls – 78.03% Fire/other calls – 21.97%

10 incidents in Category 1 - 2 structure fires, 1 car fire, 7 grass fires
4 incident in Category 2 – Excessive heat/scorch burns with no ignition
248 incidents in Category 3 – Rescue/EMS
7 incidents in Category 4 - Hazardous Condition which is gas leaks, chemical spills, power lines down.
15 Service Calls in Category 5 – 8 assists, 6 public service requests
17 Good Intent Calls in Category 6
31 False Alarms in Category 7

Major incidents to report in JGMFD districts or involving JGMFD Units
N/A

Items of interest:
N/A

DSM CHILDREN'S MUSEUM

February 2024

City of Grimes,

It's easy to love being involved with Des Moines Children's Museum since everyday I'm in the museum I get to hear children laugh. I really love watching the children work together whether it is fighting a fire together or selling fruits and vegetables. It's easy to forget all the added benefits of play like increased communication, literacy, problem solving, critical thinking, and overall executive functioning skills that will be used for the rest of their lives.
Without your support to BRAVO the Des Moines Children's Museum would not have grown so fast or been able to serve so many in the community these last 6 years.

Seriously, we keep our overhead low and focus on becoming the children's museum that Greater Des Moines deserves.

This last fall a parent emailed me and it just warmed my heart. She wrote:

> My oldest is 6 years old now, and we have 3 kids, ages 6, 3, and 1. Since my oldest was born, so many cool places for families to play have opened up in the metro, however we can only afford to go to them on occasion because of the pricing models. That's not to put them down in anyway at all....it's just a bummer when you're trying to make ends meet. However, I know different places have different operating costs, set ups, etc.
>
> I truly appreciate the Des Moines Children's Museum commitment to keeping prices accessible to all families. The Museum is also our favorite place to play because it's so large in area, and comfortable to spend the day there. We love how we can stay as long as we desire, and even come and go for lunch. It's my kids' most requested place to play, and because it's affordable for us, I can tell them yes every time. Thank you from the bottom of my heart for making my life more enjoyable as a parent and helping us make memories as a family!!"

Thank you for being a part of supporting Des Moines Children's Museum. Anytime you would like a tour or more information, please do not hesitate to email or call me. I'm including a one page highlight for 2023.

Sincerely,

Jules Burnette
Co-Founder, Executive Director
julie@dsmchildrensmuseum.com
Cell 630-674-6498

DSM CHILDREN'S MUSEUM

By The Numbers 2023

71,798

Museum visitors in 2023

258

Member families as of January 2024

3,395

Discounted child admissions in 2023.

Adults are always free!

MUSEUMS for ALL

Contact Us

Executive Director
Jules Burtnette
julie@dsmchildrensmuseum.com
630-674-6498

Programs Director
Ashlen Sheaffer
events@dsmchildrensmuseum.com
515-473-0474

282

Birthday parties celebrated at the museum in 2023

35

Adventure Pass Libraries offering free museum admissions to patrons. **1171 check outs**

IOWA LIBRARIES · ADVENTURE PASS · explore

Over 10,000

Followers on social media and over 700 newsletter subscribers

Scan to watch a video about DSM Children's Museum!

DSM Children's Museum

March 4, 2024

Rochelle Willaims
Grimes City Clerk

Rochelle,

I noticed in the Grimes Newsletter that the Fireworks has been changed to 3 days instead of 8 days.

Here is a **"COPY"** of a petition that has been signed by numerous Grimes citizens with dates that range from last year, 2023 to 3-1-24. **I sent the Original Copy of signatures to Ryan Burger.**

Even though the Fireworks controversy has been resolved I still wanted you and Ryan to see the number of citizens that were against Fireworks for the various reasons.

A better outcome would have been to BAN them completely, like the other surrounding cities, but.....a reduction of days is better than nothing.

Note: may signature is on another petition submitted by Barb K.

Sincerely,

Grimes Citizen, Lynnette Hyndman
1401 NE Main Street

Reducing Fireworks to Two Days only

Copy

The below-signed Grimes residents do not feel safe or comfortable in their homes under the current fireworks ordinance ,6-4-12, number 3.C.1, "July 1 to July 8…" . Property damage has already occurred due to firework mishandling, and there are concerns of family safety while consumer fireworks are ignited, especially for children and pets. Active debris left in streets, sidewalks and private property is an additional safety concern and source for serious potential injury. Veterans and other gun-violence victims in our community are also susceptible to trauma associated with loud explosions.

city clerk
Rochelle William

Providing enhanced regulation by limiting consumer fireworks handling, ignition and displays to two days ending at 10 p.m July third and fourth each year, will reduce the probability of serious injury, property damage and other firework associated traumas.

986-3036

Ryan Burger, Councilman

Numerous residents have already experienced near-misses. Modifying the ordinance now will greatly reduce the likelihood of catastrophic injury, loss of life, or property damage in our community during our next celebrations.

Please add your name and street address to let our city council and mayor know that you support community safety for July fourth celebrations.

Lynnette Hyndman - Dropped off Doc.

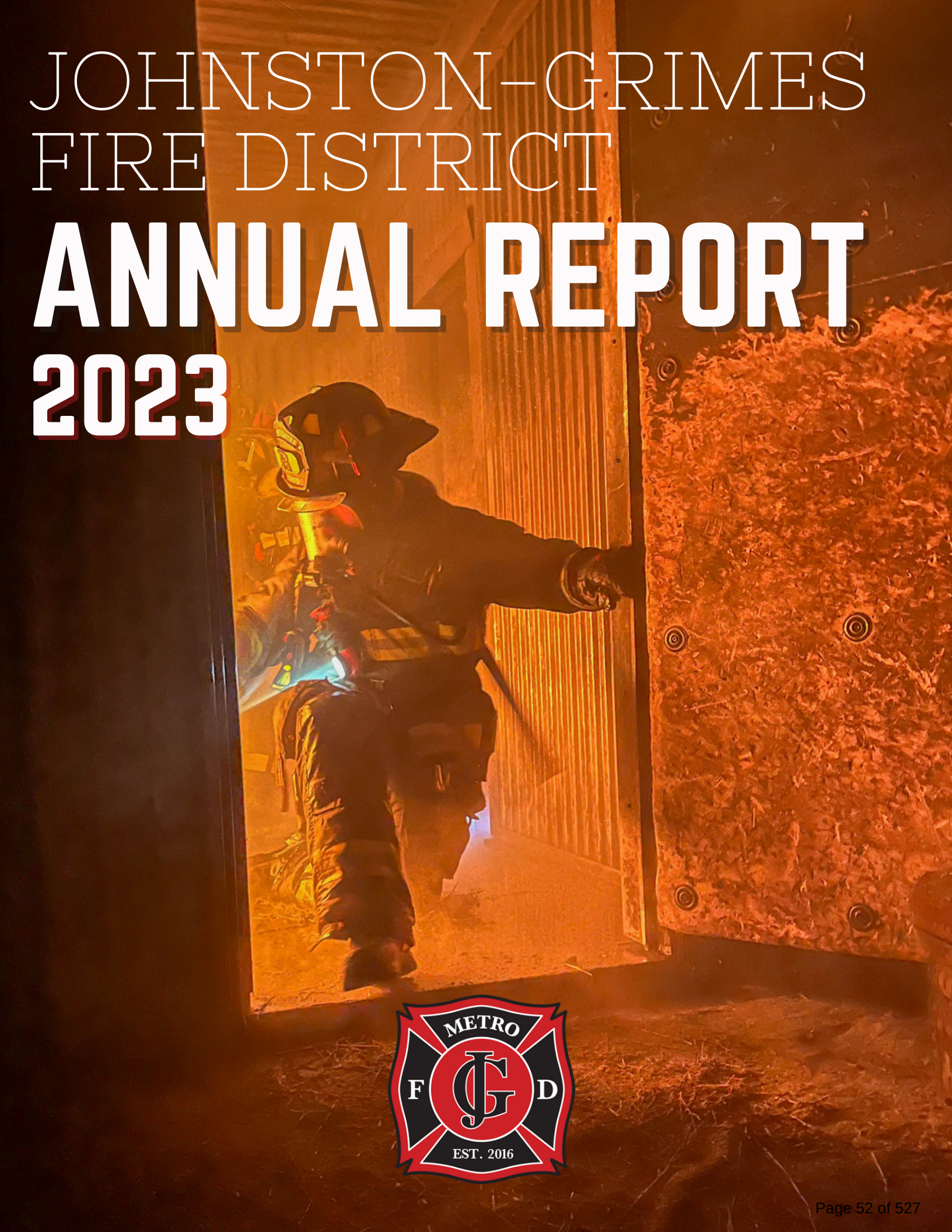
Name	Street Address	Signature	Date
Carrie Coleman	663 SE Ewing St	Carrie Coleman	1-31-24
Cara Blum	1208 NW 7th Ct	Cara Blum	9/29/23
George Yebsay	2504 Morningside	George J Yebsay	10/2/23
Brett Buch	308 NW 7th St	Brett A. Buch	10/2/23
Mary Petersen	225 NE Circle Dr	Mary Petersen	10-4-23
Teresa Hutzel	3102 SE Victory Dr	Teresa Hutzel	10-10-23
Angela Roan	652 SE Ewing	Angela Roan	10-12-23
Erik Watkins	1417 Aspen Ct	[illegible]	10-12-23
Michele Zamzow	509 E 1st St.	M. Zamzow	10-13-23
Stephen Lane	2506 Nicholas	Stephen Lane	10/13/23
Abigail [illegible]	1308 NW 3rd St	[illegible]	10-13-23
Sydney Griffin	2204 NW Springbrooke Dr	Sydney Griffin	2-20-24
Zac Oberender	1421 NE Aspen Ct	Zac Oberender	2-22-24

Nicole Jespersen	2508 NW Morningside Dr	[signature]	10/13/23
Wendy Slegh	609 NE Oakhurst Dr	[signature]	10/16/23
Jennifer Burkett	509 NE 8th St	[signature]	10/16/23
Janelle Schultz	805 SE Little Beaver Dr	[signature]	10/17/23
Susan [illegible]	1004 SW 5th Ct	[signature]	10-19-23
Ashley Peterson	1112 SE 4th St	[signature]	10-19-23
Kathryn Blackman	400 SE 15th St	[signature]	11-3-23
Micki Heckathorn	909 N James St	[signature]	11/13/23
Abby Snoberger	216 NW 24th Lane	[signature]	11/15/2023
Barb Longnecker	216 SW Clark Ln	[signature]	11-20-23
NATALIE TOMARAS	9172 NW 121st ST.	[signature]	11-21-23
TIM HAUBER	9172 NW 121st ST	[signature]	11-21-23
Maradee Henry	1265 SE 6th St Unit 101	[signature]	12-29-23
Bobbie Bynum	604 NE 8th	[signature]	1-5-24
[signature]	908 NW 8th St Grimes Ia	[signature]	1-5-24
Shantell Recker	309 NW 14th St	[signature]	1-8-24
[signature]	204 NE 11 ST	[signature]	1-9-24
[signature]	2611 SE Freedom Dr		1-9-24
Robin Caddell	2600 NW Springbrooke Dr	[signature]	1-10-24
[signature]	412 SW Hickory Gln	[signature]	1-11-24
JENNIFER DYER	2411 NW Springbrooke Dr	[signature]	1-25-24
Cindy Palmer	505 SE 17th St	[signature]	1/29/24
[signature]	1317 NW 5th St	[signature]	1/30/24
Shane Pankonen	1400 Poplar CT	[signature]	1-30-24
Roger Oleman	616 E Evergot	[signature]	1-31-24
Tabitha Bowling	401 NW 12th Cir	[signature]	2-23-24
Sherie Ewers	2521 NW Springbrooke Dr. Grimes		2-28-24

Melissa Smidt	2201 NE Destination Circle	Melissa Smidt	1-31-24
Lara Opal	4415 Lincoln Way	Lara Opal	1-31-24
[illegible]	309 SW Creekside		2-1-24
Sandy Peebles	309 SW Creekside CT		
Ann Marie Armstrong	309 SW Creekside CT		
[illegible]	313 SE 17th Ct		2.2.24
Mark Gunhus	505 SW Hickory Cl		2-5-24
Taylor Dupuy	400 NW Morningside Dr Grimes SO14		2-5-24
David Newman	2608 NW Ridgewood Dr	David R. Newman	2-6-24
Lindy Pfaff	408 NW 12th Cir	Lindy Pfaff	2-7-24
Matt Bryant	1800 NW Morningside Dr	[illegible]	2/7/24
Chris Stockman	401 SE Maplewood Drive	C Stockman	2/8/24
Steph Pankonen-Juhl	1400 NE Poplar Ct	Steph P Juhl	2/8/24
Kelly Jordan	404 SE Cedarwood Dr.	Kelly Jordan	2/8/24
Serenity Daniels	413 SE 14th Grimes	Serenity Daniels	2/13/24
Ellen Workman	208 NW 14th St. Grimes	[illegible]	2-13-2024
Hunter Watkins	1112 NE 19th St	Hunter Watkins	2/14/24
JORDAN ROSNER	1112 NE 19th ST	[illegible]	2/14/24
Elizabeth Carter	10579 NW 71st Ln	Elizabeth Carter	2/14/24
CAROL Schonhorst	2509 NW Willow brook	Carol Schonhorst	2/15/24
Michelle Zeliadt	1903 NE Cypress Cir	Michelle Zeliadt	2/15/24
Megan Erschens	1120 SE 11th St	Megan Erschens	2/15/24
Todd Vriezelaar	2913 SE Glen Stone Dr.	Todd [illegible]	2/19/24
Shantell Recker	309 NW 14th ST	Shantell Recker	2/19/24
Jena Fuerstenau	701 SE Dovetail Rd	Jena Fuerstenau	2/20/24
Rhonda Pickering	200 NE Little Beaver Dr.	Rhonda Pickering	2/20/24
Tori Long	111 NW 7th St	[illegible]	2.20.2024
John Davis	404 S.E. 13th ST	[illegible]	2/22/24

JOHNSTON-GRIMES FIRE DISTRICT

ANNUAL REPORT 2023



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2023

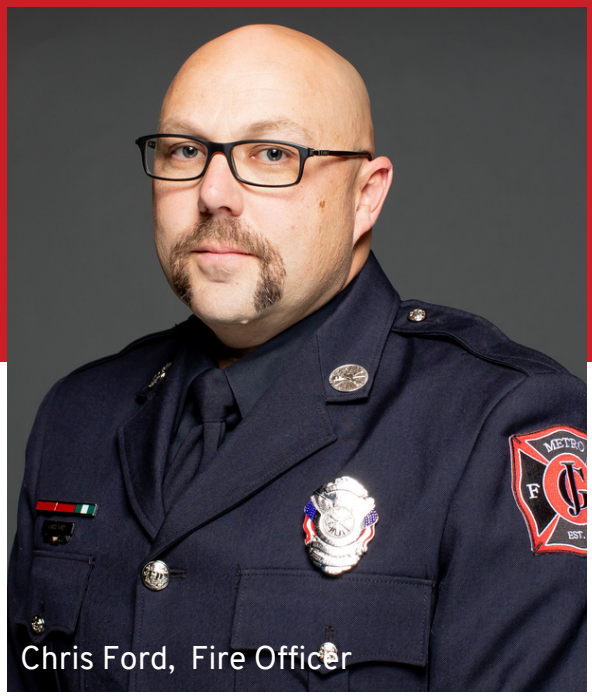
A MESSAGE FROM CHIEF CLARK

In 2023, significant changes occurred in the cooperative agreement between Grimes and Johnston. The cities adopted a new 10-year agreement, differing from the previous 3-year agreements, with structural modifications. The Fire Board transitioned into a decision-making board from an advisory role. Johnston became the administrative city, with all employees transferring to the Johnston payroll on December 25th. The name also changed to Johnston-Grimes Metropolitan Fire District, signifying service to citizens of Grimes, Johnston, as well as portions of unincorporated Polk and Dallas counties, covering over 54 square miles.

While the 8 percent increase in calls did not match the 17 percent growth in 2021, it exceeded the average of previous years, indicating a consistent rise in call volume. This growth is largely attributed to the increasing populations of both cities, along with the expansion of care facilities and senior housing.

Grimes is committed to progressing with the construction of a new fire station on Countyline Road, enhancing coverage with minimal overlap and providing better support for the anticipated westward growth of Grimes.

JIM CLARK
FIRE CHIEF



Chris Ford, Fire Officer

NATIONAL RECOGNITION

In 2023, department members attained national certifications, designations, or acknowledgments, highlighting the team's commitment and proficiency.

Chris Ford was granted the Fire Officer redesignation by the Commission on Professional Credentialing.

CERTIFICATIONS GAINED

In 2023, a number of JGMFD members completed certification courses and received certifications from the Iowa Fire Service Training Bureau. This included:

11 Firefighters obtained their Driver Operator Pumper certification, easing the department's mandatory overtime budget by filling several Driver/Operator positions. The Firefighters who received this certification are:

- Curtis Cole
- Joseph Culham
- Brent Dillard
- Joshua Larsen
- Jeffrey Leitch
- Spencer McCarty
- John O'Neil
- Orlando Peace
- Samantha Reisinger
- Jaden Reiss
- Quentin Ridenour

Additional certifications included:

- Lieutenant Ty Wheeler: Certified Public Manager
- Curtis Cole: Firefighter II
- Brent Dillard: Firefighter II
- Jason Kling: Instructor II
- Andrew Pratt: Nationally Registered Paramedic
- Samantha Reisinger: Nationally Registered Paramedic

NEW HIRES

In 2023, JGMFD welcomed seven new employees on board. These new team members participated in a recruitment academy to enhance their skills, foster connections, and boost their capabilities. JGMFD appreciates having these individuals as part of our team and we congratulate each of them for surpassing all recruitment expectations.

Nick Dilley
Firefighter/EMT

Malcolm St. Clair
Firefighter/EMT

Kole Denny
Firefighter/EMT

Tanner Ayers-Berry
Firefighter/EMT

Jason Kling
Firefighter/Paramedic

Kale Critchlow
Firefighter/Paramedic

Kyle Smith
Firefighter/Paramedic

PROMOTIONS

Firefighter/EMT Shawn Benberg was promoted to the position of Fire Protection Specialist in July 2023.

Shawn Benberg, Fire Protection Specialist, teaching fire prevention practices to Grimes Middle School students

EQUIPMENT CHANGES

In 2023, there were no major equipment acquisitions; however, a Utility Vehicle was acquired through the Capital Equipment Program and deployed for operational use.

2023 GOALS

- ☑ UPDATE STRATEGIC PLAN WITH THE FIRE BOARD
- ☑ CONTINUE DESIGNING NEW GRIMES FIRE STATION
- ☑ ADDRESS STAFFING ISSUES
- ☑ IMPROVE DATA SETS
- ☑ IMPLEMENT NEW PREPLAN SOFTWARE
- ☑ FIND A LONG-TERM SOLUTION FOR THE FIRE MARSHAL POSITION

RUN STATISTICS

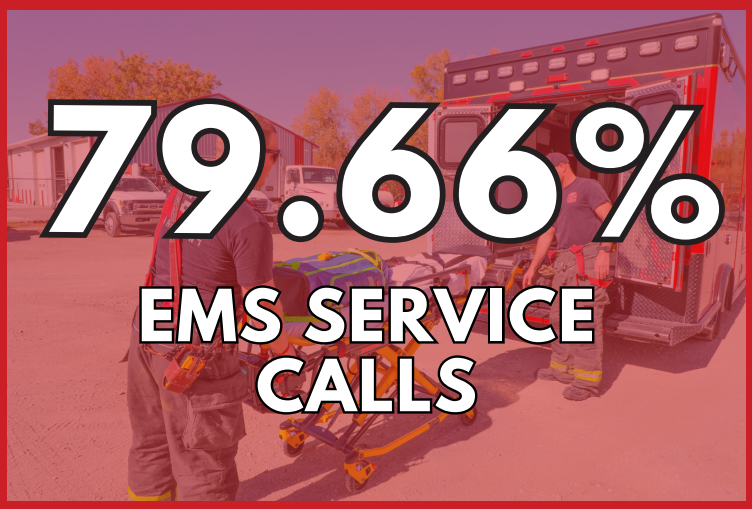
Throughout the year, Fire and EMS responded to **4,204 service calls.**

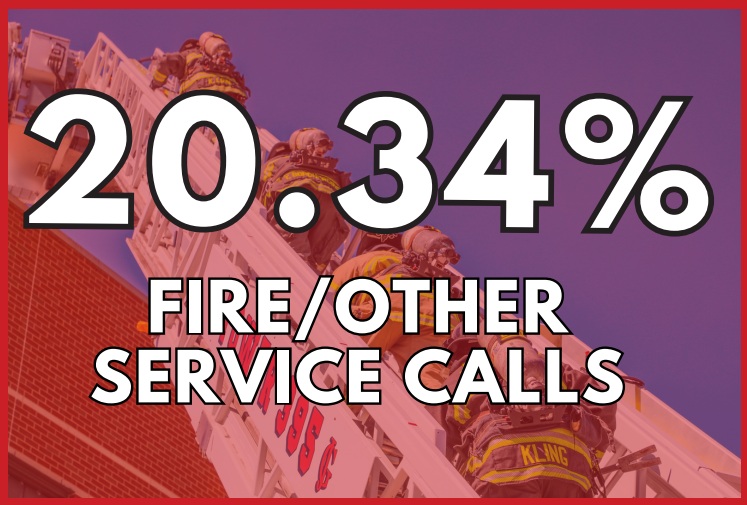
- 3,349 (79.66%) were related to medical and EMS services
- 855 (20.34%) pertained to fire incidents or other service requests

This shows an 8.1% rise from the previous year and a significant 38.6% increase from 2020.

- The number of secondary, tertiary, and quaternary calls increased by 17.5% to 1,427 between Fire and EMS, compared to 1,214 in 2022, 984 in 2021, and 766 in 2020.
- This reflects an 86.3% surge from 2020 and a remarkable 233% increase from 2016 to 2023.

This results in nearly four hours per day with strained resources, often with multiple ambulances transporting patients. Each EMS call can tie up half to two-thirds of the department for an hour or more, which is especially concerning as nearly four concurrent calls occur daily on average during resource shortages.

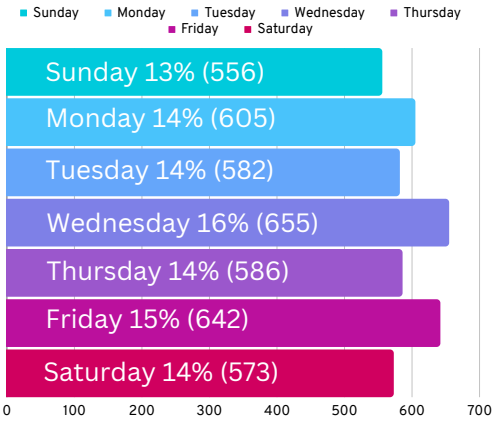




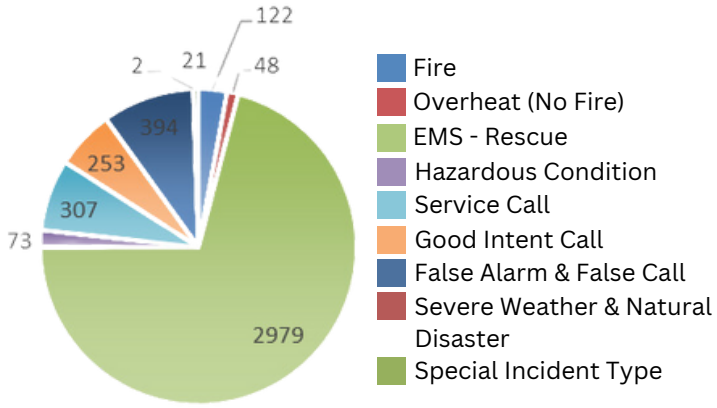
FIRES

JGMFD responded to 38 structure fires within our district, with an estimated loss totaling $1200550. JGMFD also responded to 16 vehicle fires with a total loss of $157,450 in 2023.

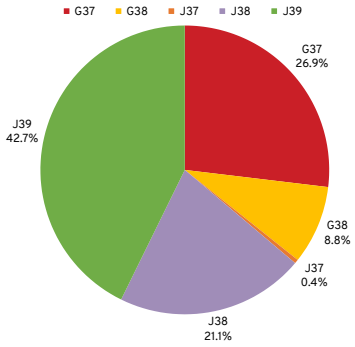
INCIDENTS BY WEEKDAY



INCIDENT TYPES



RUNS BY DISTRICT



SIGNIFICANT FIRES

- 4/12: Barn fire at 10599 NW 78th Ave., Johnston
- 6/16: Garbage truck fire at 8805 Chamberry Blvd., Johnston
- 7/17: Dust collector fire in a manufacturing facility at 1400 SE 11th St., Grimes
- 8/7: House fire at 6025 NW 54th Ct., Johnston
- 9/12: Recycling plant fire at 4185 Beisser Dr., Grimes

FIRE SPRINKLER SAVES

- 2/3: Apartment Fire at 6005 Breeman Ct., Johnston
- 7/20: Apartment Fire at 6300 Merle Hay Rd., Johnston
- 8/11: Apartment fire at 6100 NW 6th St., Johnston

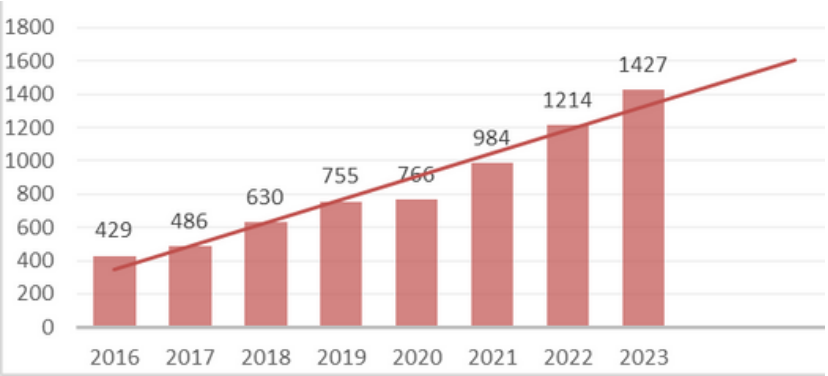
MUTUAL AID FIRES

- 1/2: House Fire, Saylor Township
- 2/12: House Fire, Saylor Township
- 4/8: Rural Fire Dallas Center
- 4/17: Commercial Fire, Saylor Township
- 4/27: Residential Fire, Granger
- 5/2: House Fire, Urbandale
- 5/24: House Fire in Ankeny
- 5/29: House Fire in Altoona
- 6/1: House Fire in Granger Fire District
- 8/7: House Fire in Saylor Township
- 8/14: Storage Unit Fire in Ankeny
- 8/17: House Fire in Ankney
- 8/29: House Fire in Polk City
- 9/11: House Fire in Saylor Township
- 9/12: House Fire in Saylor Township
- 11/10: House Fire in Saylor Township
- 12/14: House Fire in Saylor Township
- 12/31: Commercial Fire in Urbandale

EMS PROGRAM

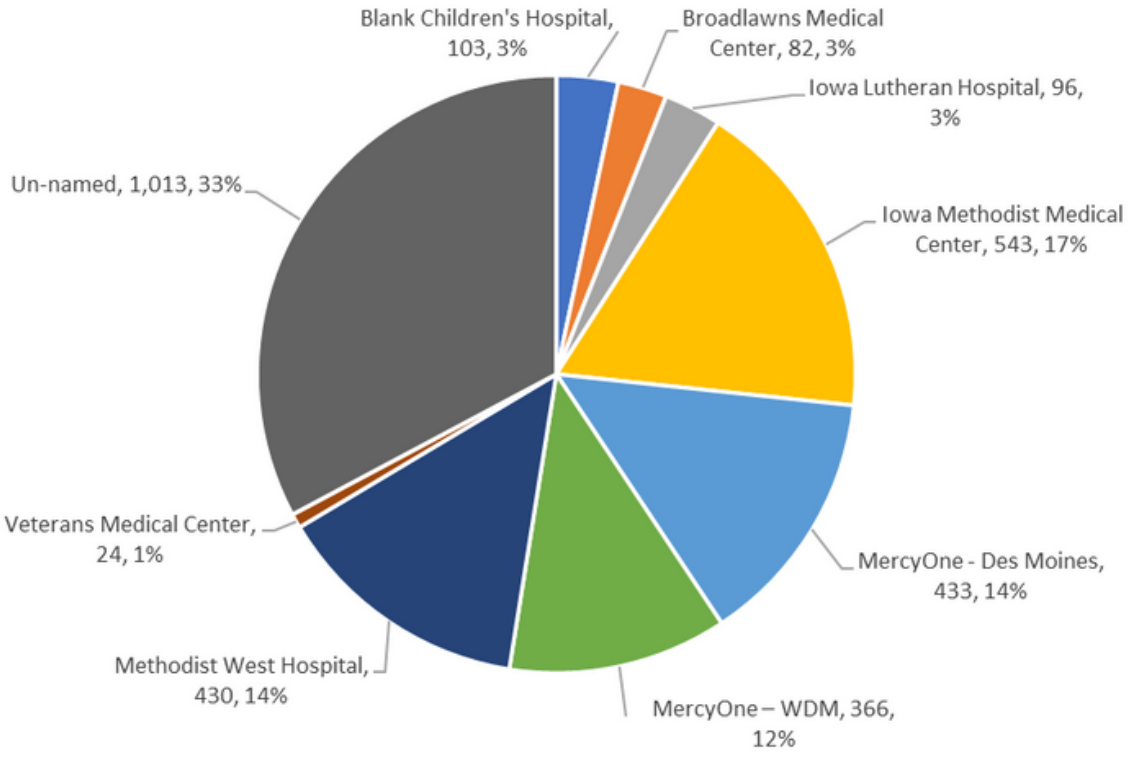
In 2023, JGMFD's emergency medical services (EMS) experienced a higher workload than ever before. EMS responded to **3,349 incidents, making up 79.66% of the total service calls.**

CONCURRENT CALLS



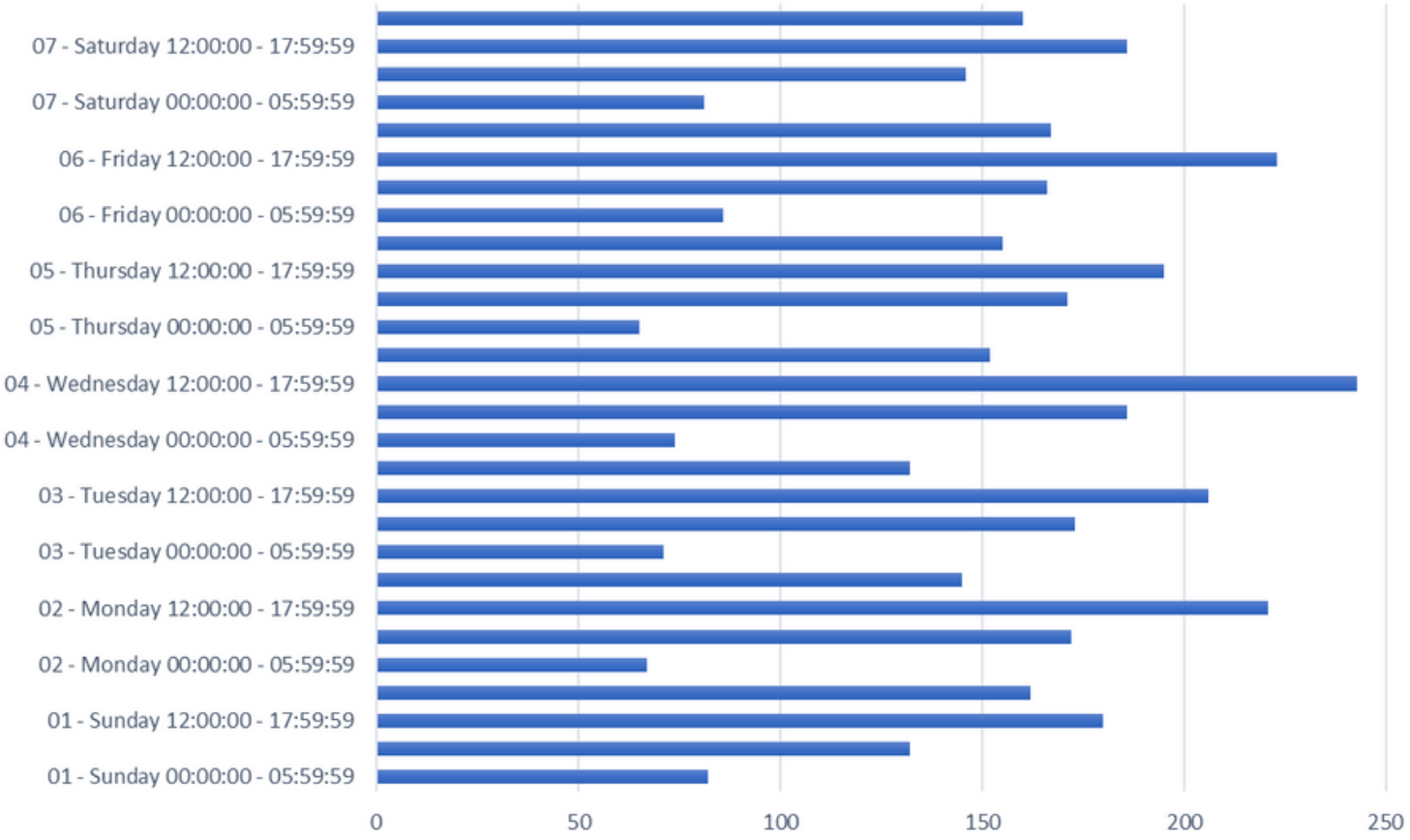
Our team handles a range of calls daily, including critical situations like cardiac arrests. In 2023, there were five successful cardiac arrest cases where patients were treated, taken to the ER, and eventually recovered to resume their normal lives. This success is credited to the exceptional expertise, abilities, and compassion of our team members. Those who tended to these five individuals will be honored with Life Saving Awards during the annual awards ceremony in early 2024.

EMS HOSPITAL DESTINATION



EMS PROGRAM

TOTAL NUMBER OF OCCURRENCES WITHIN EACH SIX-HOUR TIME FRAME OF A 24-HOUR DAY

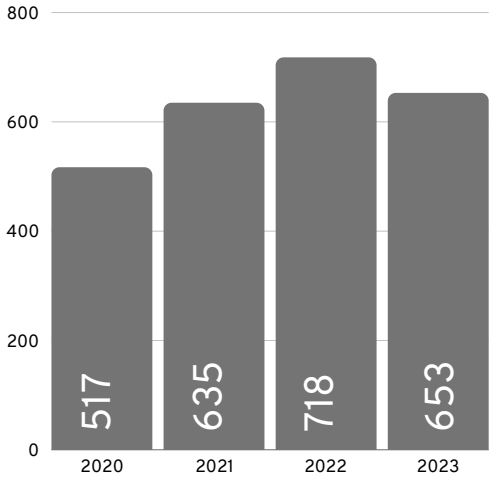


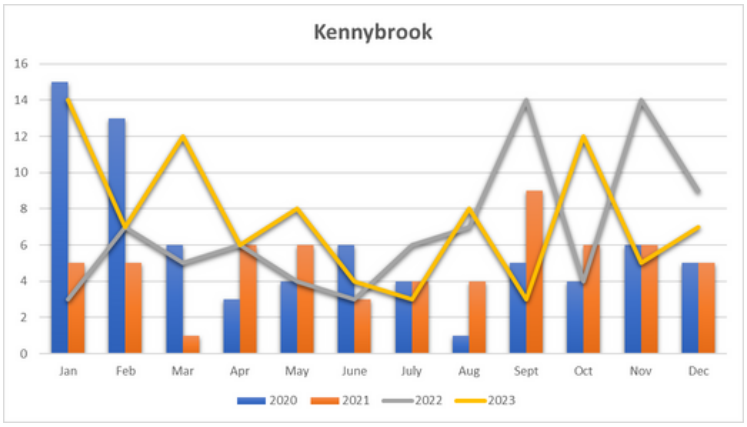
ACQUISITIONS

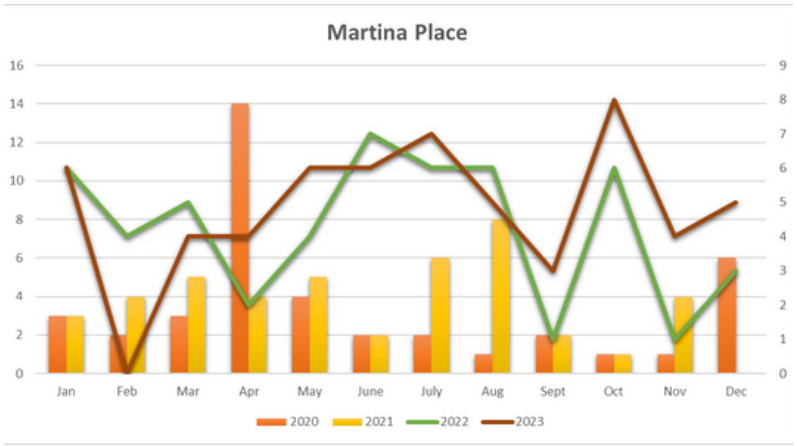
JGMFD has recently acquired new equipment for the upcoming ambulance fleet, which includes a patient cot, stair chair, and heart monitor. We acquired a new EMS skid unit for the John Deere Gator, allowing us to provide medical aid in remote locations that are not accessible by ambulances. This unit also improves our emergency medical response time at events such as sports games, parades, and festivals. The District thanks the cities of Johnston and Grimes for consistently providing us with high-quality equipment to effectively serve our community.

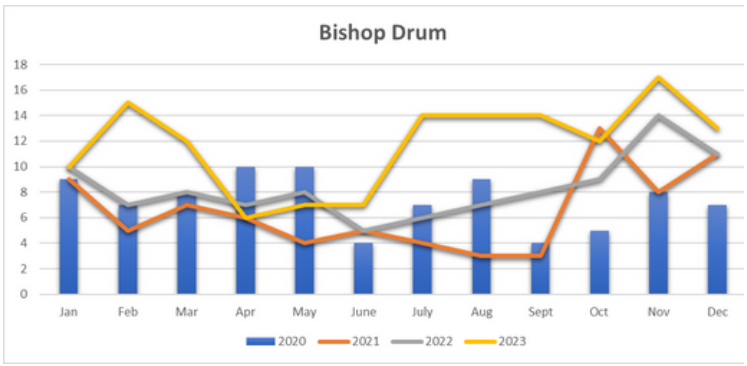
EMS PROGRAM

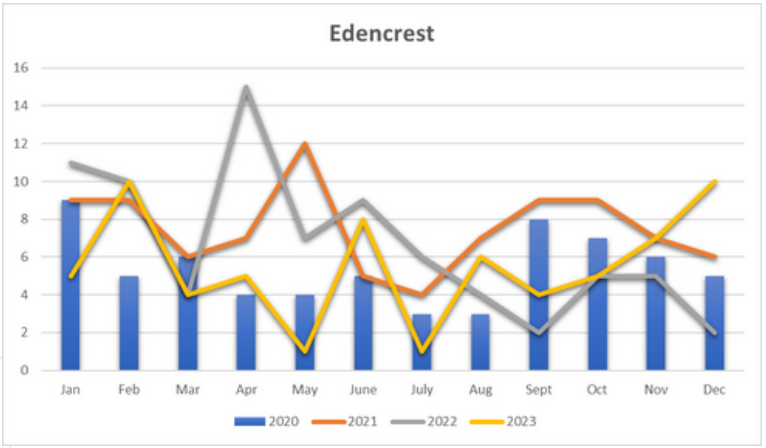
TOTAL RUNS TO SENIOR LIVING AND CARE FACILITIES

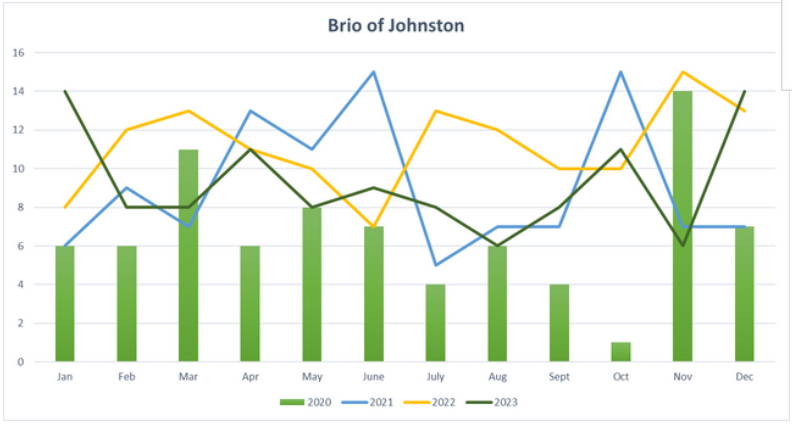












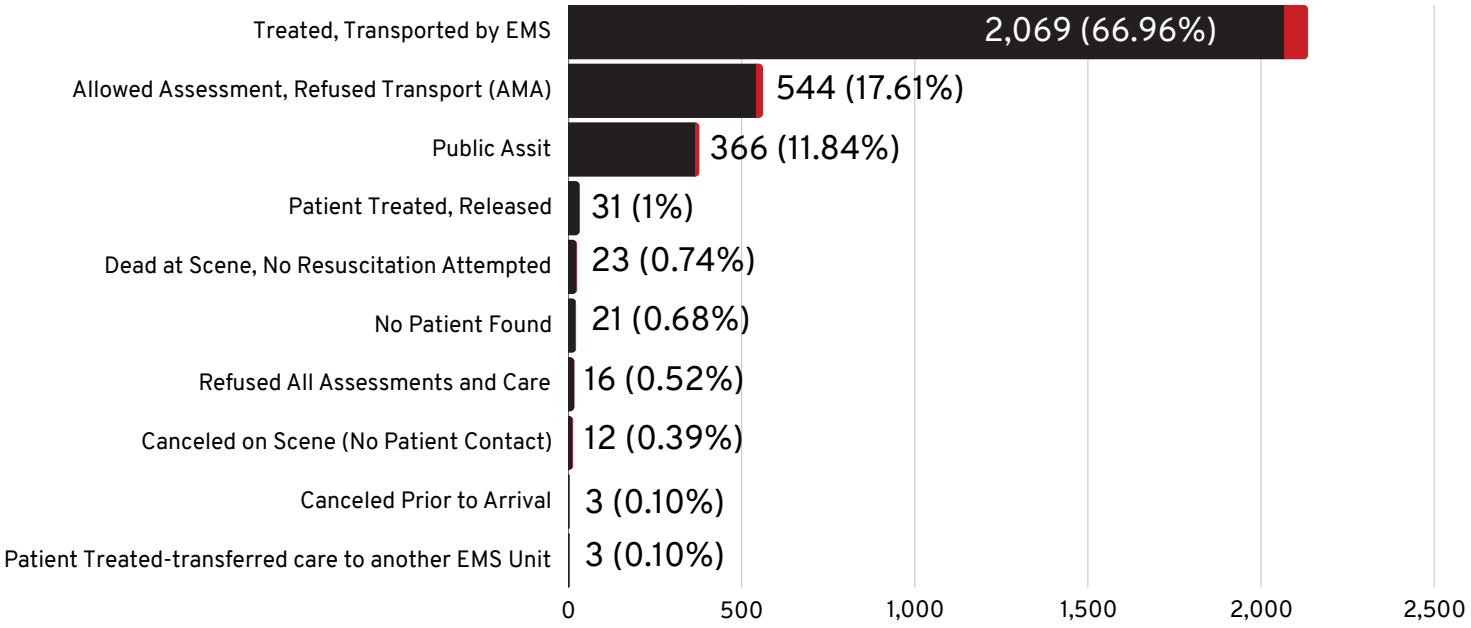
EMS PROGRAM

EFFICIENCIES GAINED

JGMFD is constantly striving to enhance the effectiveness, accuracy, and cost-efficiency of our service delivery to the community. In 2023, the EMS division introduced two new software programs to streamline the tracking of medications and supplies required for daily citizen care. The medication machine now features updated software that enables monitoring of dispensed medications, expiration dates, and temperature logs.

A new online program was launched to simplify EMS supply tracking and ordering processes, reducing procurement time, while ensuring adequate stock levels. A special mention goes to Acting Officer Andrew Winter and Firefighter/Paramedic Kevin Long for their dedicated efforts in organizing, monitoring, and managing EMS supplies across all three of our stations.

PATIENT DISPOSITION SUMMARY



OUTSIDE OF RUNNING EMS CALLS

Our EMTs and Paramedics are consistently offering CPR/AED and Stop the Bleed classes to city workers and residents in our communities. Moreover, numerous Boy Scout and Girl Scout troops have visited the fire station to discuss fire safety, first aid, and preparedness as they strive to earn their badges.

EMS INSTRUCTION

The majority of our EMS instruction was done in house by our own Paramedics and Dr Sweet. As we continue to run more calls, the EMS division has looked at how to lighten the load on our providers and will be implementing a new online training platform in 2024. The new platform, called FoamFrat, is a highly recommended company providing some of the most up to date and leading practices in the industry. The platform offers live and recorded classes that will help our providers grow their knowledge base as well as cover the required continuing education hours.

TRAINING DIVISION

2023 presented notable challenges for the Training Division as we endeavored to fulfill the evolving requirements of our expanding department amid persistent overtime and budgetary limitations. Despite these hurdles, we are immensely grateful for the dedication and expertise demonstrated by numerous firefighters and fire officers within our ranks who generously volunteered their time and knowledge to support training initiatives in the absence of a dedicated training officer.

We extend our appreciation to the following members for their contributions to training delivery throughout 2023:

- Lieutenant Ty Wheeler
- Lieutenant Ryan Redmond
- Lieutenant Ryan Wheeler
- Lieutenant Alex Headley
- Firefighter Adam Hoffman
- Firefighter Nick Pearson

Your unwavering commitment and willingness to step up have not gone unnoticed. The Training Division acknowledges and deeply appreciates your outstanding efforts.

8,371.75 HOURS

JGMFD continues to be fortunate to have knowledgeable and dedicated company officers and firefighters who understand the importance of training. Through this dedication, JGMFD personnel completed a total of 8,371.75 hours of training in 2023. With pride, we recognize Spencer McCarty for completing the most training hours for JGMFD in 2023, logging 350.5 hours of training.

JGMFD continues to work with our partners to deliver enhanced training to our department. Thank you to the Iowa Fire Service Training Bureau for the use of the following training props in 2023: Interior Fire Attack Simulator, SCBA mobile fill station trailer, and the Mobile Breathing Apparatus Trailer. JGMFD was also fortunate to utilize the Urbandale Fire Department Training Tower for 2 different training evolutions in 2023. In spring 2023, 11 firefighters participated in the driver operator Training Course and received training course and received their Driver Operator Pumper Certification.

TRAINING DIVISION

FIREFIGHTER CHALLENGE

In 2023, the JGMFD Firefighter Challenge marked its second consecutive year, showcasing a significant advancement in the department's skillset and performance metrics. This annual event serves as a platform for firefighters to demonstrate proficiency across a spectrum of tasks, contributing to an overall enhancement in departmental capabilities.

The challenge encompasses a range of activities, including:

- Aerial ladder climbs
- Ground ladder throws
- Vent-Enter-Isolate-Search exercises
- Victim removal simulations
- Self-contained-breathing-apparatus confidence trials in confined spaces
- Search operations
- Forcible entry drills
- 1.75” and 2.5” attack line advancements and flow exercises

Not only does it foster a healthy competitive spirit among departmental crews, but it also provides a comprehensive assessment of skills honed throughout the year, condensed into a single high-stakes event. Additionally, the challenge serves as a means to evaluate SCBA air consumption rates under strenuous conditions.

In recognition of their outstanding performance, the Training Division extends heartfelt congratulations to this year's fastest crew: Station 38, B Shift. This commendable team effort was spearheaded by Lieutenant Redmond, supported by Firefighter Carl and Firefighter Kling.

The dedication and expertise of JGMFD’s company officers and firefighters are evident in the total training hours completed in 2023, **totaling an impressive 8,371.75 hours**. Special recognition goes to Spencer McCarty for achieving the highest number of training hours, logging an outstanding 350.5 hours.

As we reflect on the achievements of 2023, JGMFD remains committed to excellence in training and preparedness, looking forward to further advancements in the year ahead.

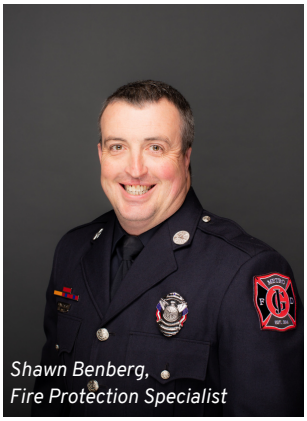
2024

Moving into 2024, the Training Division will endeavor to expand approved outside training opportunities for our members. We will prioritize leveraging technology to capture training content and ensure its widespread accessibility within our department. Additionally, the focus will be on launching and recording episodes for the JGMFD Training Podcast, providing a convenient platform for knowledge-sharing among our membership. Finally, the Training Division will actively seek and encourage new members of our department to lead training sessions, recognizing the value of learning from each other.

COMMUNITY RISK REDUCTION DIVISION

In 2023, significant changes occurred within this division. In January, the Deputy Fire Marshal departed, and the position was redefined as the Fire Prevention Specialist role. Shawn Benberg assumed the role in July. Shawn now focuses on conducting fire inspections and educating students and residents on fire prevention.

In addition, in September, Fire Marshal Craig Ver Huel departed for a comparable role in Ankeny, IA. Despite two recruitment rounds, the position remains vacant by year-end due to its specialized nature requiring specific skills and certifications uncommon in the fire service. Fortunately, Grimes Development Services contracted retired Ankeny professional Craig Fraser to assess district plans and undertake other responsibilities for Grimes.



Shawn Benberg, Fire Protection Specialist

CODE ENFORCEMENT

In collaboration with the City of Grimes and City of Johnston Building Departments, JGMFD offers code enforcement services to both communities. Our primary focus is to ensure that new and existing structures provide a reasonable level of fire safety for everyone in our community, whether they work, live, or play here.

In 2023, JGMFD conducted a total of 171 occupancy and final inspections, with 103 re-inspections required. Additionally, there were 75 system inspections of alarm and sprinkler systems. These numbers represent a 20% decrease from the figures recorded in 2022 for the same categories. This decline can be partly attributed to a staffing shortage within the Prevention Division for the majority of 2023.

PLAN REVIEW

We collaborate with the City of Grimes and the City of Johnston Building Departments, Economic Development, and Planning & Zoning to provide plan review services. Our goal is to ensure that proposed structures are constructed in compliance with current fire, building, and planning & zoning regulations, ultimately contributing to a safe and enjoyable community experience.

In 2023, we conducted 185 site plan reviews, marking a notable increase of 59% from the previous year.

FIRE INVESTIGATION

The JGMFD Fire Investigation Team comprises seven personnel who are also members of the Metro Area Fire Investigation Team, a partnership involving state and local fire and law enforcement agencies. This collaboration is utilized for large-scale fire investigation incidents within the district. Initial fire investigations are conducted by the incident commander and may be handed over to members of the Fire Investigation Team based on the fire's extent and the circumstances surrounding its possible cause.

COMMUNITY RISK REDUCTION DIVISION

PUBLIC EDUCATION

2023, the Prevention Division remained actively engaged in public education efforts across the communities we serve, continuing our commitment to fire safety outreach.

- **Open House and Trick or Treat Events**: JGMFD hosted an open house at Station 39 during fire prevention week and participated in a trick-or-treat event with first responders at Station 38 in late October. These two events collectively engaged over 600 children and adults.
- **School and Community Visits**: Our members conducted numerous visits to schools and community centers during fire prevention week, reaching several hundred children and adults. Additionally, fire extinguisher classes were conducted for Johnston Community School District staff.
- **Community Engagement**: JGMFD participated in the candy crawl event at the Grimes Sports Complex in October, engaging with over 500 children and adults. Furthermore, we attended several events at Camp Dodge, interacting with nearly 100 military and civilian individuals.

These events represent just a snapshot of the various community engagements JGMFD associates with. Looking ahead to 2024, we anticipate an even busier year with additional events currently in the planning stages.

GOALS

Provide training for Fire Prevention Specialist Shawn Benberg in Fire Plans Review and Fire Investigation

Transition Grimes to the 2021 Fire Code and plan for the move to the 2024 International Fire Code

Expand inspections of existing buildings and launch a fire department citizens academy in 2024

LOGISTICS PROGRAM

The Logistics Division supports three fire stations, managing a fleet of 19 apparatus, including two Personal Water Crafts and two Rescue Boats, serving over 40 members. It oversees the acquisition, inventorying, and assignment of uniforms, gear, supplies, parts, and fire equipment, while also maintaining fleet and facilities. Our goal is to ensure responsible management of equipment, fleet, and facilities, aligning with budgetary constraints and exploring alternative funding sources for purchases.

FLEET

- The JGMFD fleet has experienced heightened activity, with a surge in work orders and preventative maintenance tasks throughout 2023. Logistics division committee members play a vital role in planning and designing new apparatus, ensuring they possess the necessary features to effectively serve our fire department and community.

- Members of the Apparatus Design Committee visited Pierce Manufacturing in Appleton, Wisconsin, in 2023, initiating the initial design phase for JGMFD's new Rescue vehicle.

FLEET ASSIGNMENTS

FLEET ASSIGNMENTS PER STATION

37: 200 South James Street, Grimes

- Ambulance
- Engine
- Tender
- Brush Units
- Reserve Fleet

38: 10225 NW 62nd Avenue, Johnston

- Rescue
- Tower Ladder

39: 6373 Merle Hay Road, Johnston

- Shift Commander
- Ambulance
- Engine
- Tender
- Water Rescue

EQUIPMENT AND UNIFORMS

ENHANCING FIREFIGHTING CAPABILITIES: RECENT EQUIPMENT ACQUISITIONS

- The JGMFD acquired two new Bullard MDX Thermal Imaging Cameras (TIC) through our Capital Equipment Program, replacing older models that were approximately 14 years old. These state-of-the-art cameras boast regularly updated technology, making them the most sophisticated thermal cameras available on the market. TICs play a crucial role in assisting firefighters by aiding in tasks such as locating the fire source, identifying heat signatures, pinpointing victim locations, and navigating building layouts in low to zero visibility environments. These cameras are now equipped on all four front-line fire suppression units.
- Two Super Vac 16” variable speed, battery-operated ventilation fans have been added to the JGMFD’s equipment inventory. These fans are designated for use on the Tower Ladder and are intended for ventilation purposes.
- Updated hose appliances, adaptors, and nozzles have been procured to replace aging equipment, ensuring our ability to efficiently connect with mutual aid partners and various apparatus encountered on the fire ground. Additionally, this update safeguards our firefighting capabilities, preventing any compromise due to aging nozzles.

PERSONAL PROTECTIVE EQUIPMENT UPGRADES AND STANDARDIZATION

- Secured 11 new sets of Lion V-Force Turnout Gear for current members, aligning with the National Fire Protection Association's 10-year lifespan guideline.
- Implemented a logistics division goal to replace gear at the 5-year mark, ensuring firefighters have two sets of firefighting gear for optimal safety.
- Initiated extraction process for firefighting gear exposed to carcinogens or hazardous materials, rendering them out of service until completion.
- Ordered multiple firefighting helmets for replacement, standardizing make and model to ensure uniform protection throughout JGMFD.
- Acquired boots, gloves, and firefighting hoods to equip firefighters with the most up-to-date protective gear.

UNIFORMS & COMMITTES

UNIFORMS

- Duty uniform options increased and process further streamlined

ANNUAL MAINTENANCE

- SCOTT SCBA flow and operations testing on all SCBA's
- Breathing air cascade and air compressor testing
- Ground and Aerial ladder testing
- Station 37, 38, and 39 Plymovent systems testing
- Station 37, 38, and 39 HVAC systems service

COMMITTEES

Apparatus Design and Specification: Pierce Tower Ladder & Rescue Engine

Deputy Chief
Ron Schipper

Captain
Nick Stewart

Lieutenant
Ryan Wheeler

Lieutenant
Chris Ford

Firefighter
Andrew Hooper

Personal Protective Equipment

Captain
Nick Stewart

Lieutenant
John Sweeney

Extrication Tool

Lieutenant
Chris Ford

Firefighter
Samantha Reisinger

Firefighter
Spencer McCarty

Self-Contained Breathing Apparatus

Lieutenant
Ryan Wheeler

Firefighter
Robert Vaughn

Firefighter
Jaden Reiss

CURRENT PROJECTS AND GOALS

- Finalize equipment replacement plan through the operational budget and CEP
- Final approval and delivery of the new Pierce Tower Ladder (fall 2024)
- Design and Specification of the new Pierce Rescue Engine
- Fleet uniformity of department branding, unit identification, and graphic packages
- Solidify the work order process to ensure preventative maintenance and repairs on equipment, facilities, and fleet, are streamlined and operating effectively and efficiently
- Further, pursue grant options for aging equipment and/or new equipment

SPECIAL OPERATIONS

In 2023, Special Operations remained dedicated to water rescue training, with a specific emphasis on familiarizing crews with the new river setup acquired in the previous year.

Throughout the year, our teams responded to numerous water rescue calls at Saylorville Lake, collaborating closely with the Ankeny Fire Department, Polk City Fire Department, Granger Fire Department, Iowa Department of Natural Resources, and Army Corps of Engineers. However, low water levels on the Des Moines River for most of the year reduced call demands in that area and limited our ability to conduct river training exercises.

During the summer, JGMFD invested in a new Kawasaki Ranger UTV and utility trailer to replace the older John Deere Gator stationed at Station 37 in Grimes. This new equipment enhances our responders' capabilities in all-terrain environments, particularly during wildfire or search and rescue operations. Additionally, we conducted extrication training, testing new vehicle extrication tools, in collaboration with Rick's Towing in Grimes.

Furthermore, JGMFD participated in an Army Reserve exercise involving soldiers jumping into Saylorville Lake from a hovering Chinook helicopter, alongside personnel from Des Moines Fire Department and Council Bluffs Fire Department. Looking ahead to 2024, Special Operations will maintain its focus on water rescue training and integrate low-angle rescue techniques into JGMFD operations.

HEALTH AND WELLNESS PROGRAM

In 2023, the Health and Wellness Program continued to make an impact on the health and safety of the firefighter's physical and mental health.

PHYSICAL FITNESS

The district continued its advocacy for firefighter fitness and conducted Physical Fitness Assessments for new recruits. This year, several members have utilized our certified trainers to develop programs and initiate fitness routines to enhance their physical capabilities. Our Certified Strength and Conditioning Specialist participated in a regional training conference to provide the latest fitness techniques tailored for tactical personnel.

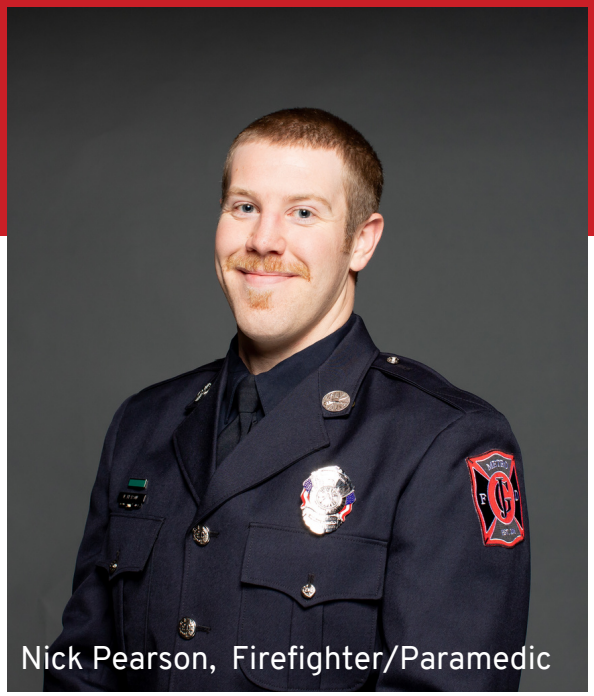
CANCER AWARENESS

The district has encouraged members to be aware and take a proactive approach towards cancer prevention. This year, at our yearly physical, members were offered a comprehensive cancer screen via additional bloodwork to assess for cancer markers. In addition, an initiative was started to track exposures via a web-based tracking program. This program allows the members to track exposures throughout their careers.

2024 GOALS:

1. Mental Check-up/ Assessments
2. Cancer Screening
3. Health and Wellness events
4. Improve Health and Safety policies
5. Conduct VO2 Assessments

ANNUAL AWARDS



Nick Pearson, Firefighter/Paramedic

EMS PROVIDER OF THE YEAR

The Johnston-Grimes Metropolitan Fire District is experiencing increased activity, with a rise in service calls each year. The impact is particularly noticeable in the EMS division, where our team is delivering more life-saving care than ever.

This year's EMS Provider of the Year is known for consistently providing top-notch EMS services with exceptional compassion, especially in challenging and emotionally charged situations. This provider not only excels in patient care but also serves as a mentor to new EMS staff, demonstrating selflessness in supporting and developing fellow team members.

Firefighter/Paramedic Nick Pearson has been selected as this year's deserving recipient of the EMS Provider of the Year Award.

FIREFIGHTER OF THE YEAR

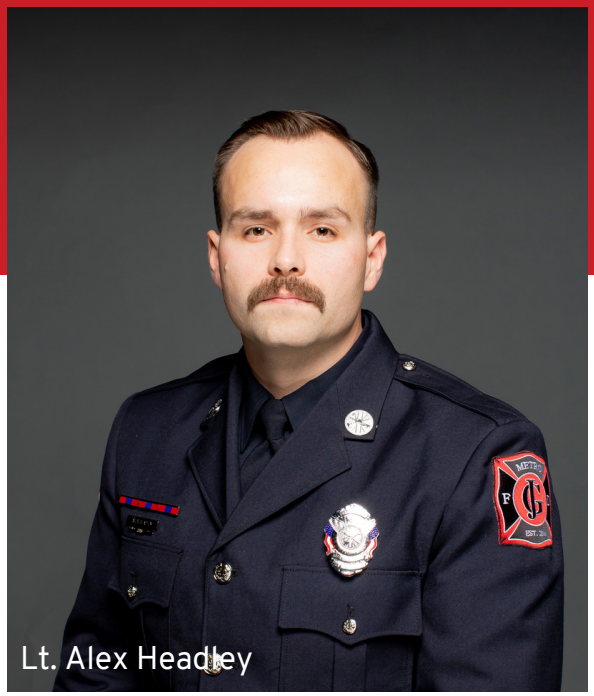
The 2023 Firefighter of the Year award was bestowed upon an individual who epitomizes JGMFD's core values.

This dedicated individual consistently pursues excellence in their work and goes above and beyond to assist the organization in achieving its objectives. They are always ready to aid others in completing tasks, uphold integrity, and go the extra mile to ensure they are prepared for any challenge. Their commitment to selflessness, readiness, and honesty mirrors our core values. Acknowledged by both peers and leadership, they serve as a role model for all JGMFD firefighters. Their discipline, respect for the job, fellow firefighters, and officers, earned them the nomination and subsequent selection as this year's recipient.

Congratulations to Adam Hoffman, the 2023 Firefighter of the Year for JGMFD.

Adam Hoffman

LIFE SAVING AWARDS


Lt. Alex Headley

FIRE OFFICER OF THE YEAR

This year's Fire Officer of the Year personifies all of the core values of this organization. His commitment and devotion to the JGMFD organization and the fire service are unmatched.

He maintains a high level of understanding when it comes to organization management and leadership and spends countless hours outside of his normal schedule ensuring this organization is professionally represented at City Council meetings as well as at the Fire Board meetings.

He is consistently praised by the communities we serve for his solid leadership abilities, strong managerial skills, and dedication to the organization.

This year's Fire Officer of the Year is Lt. Alex Headley.

Incident 23-0331
On February 1, 2023, during the evening commute, emergency crews were dispatched to NW 70th Avenue and Merle Hay Road intersection for a vehicle accident involving an unresponsive patient.

C389 and E391 arrived on scene, extracted the patient from the vehicle, and initiated CPR.
After defibrillating the patient once, they successfully restored spontaneous circulation.
A383 and R388 also arrived to provide additional medical assistance. Before transportation, another defibrillation was required.

The patient remained stable throughout transportation and eventually recovered, walking out of the hospital days later, returning to a normal lifestyle.

This life saving award is granted to Orlando Peace, Greg Friend, Robert Vaughn, Adam Hoffman, Captain Tristan Johnston, Lieutenant Chris Ford, Samantha Reisinger, and Andrew Hooper. (Brandon Sjullie)

L to R: Captain Johnson, Adam Hoffman, Robert Vaughn, Orlando Peace and Greg Friend. Not pictured are Lieutenant Chris Ford, Samantha Reisinger, Andrew Hooper and Brandon Sjullie.

LIFE SAVING AWARDS

L to R: Shawn Benberg, Alex Headley, Nick Pearson, and Tyler Hardenbrook. Not pictured are Captain Stewart and Tanner Townes.

Incident 23-0834
On March 20, 2023, JGMFD responded to a witnessed cardiac arrest at Camp Dodge in the fitness area. ILEA Instructors and students initiated CPR on the patient until JGMFD units arrived and took over patient care. Following multiple rounds of CPR, defibrillation, and medication, the patient regained consciousness as spontaneous circulation was restored. The crew provided continuous care during transport to the ER.

The prompt response of witnesses and the exceptional care by the crew enabled the patient to be discharged from the hospital without any lasting effects and resume normal activities.

This life saving award is granted to Tyler Hardenbrook, Nick Pearson, Shawn Benberg, Lieutenant Alex Headley, and Captain Nick Stewart (Tanner Townes).

- Unidentified JPD officer of ILEA

Incident 23-1025
On April 9, 2023, JGMFD was dispatched to attend to a patient with an unknown issue. A383, R388, and C389 responded promptly. Dispatch informed that the situation had escalated to a Cardiac Arrest and the caller had initiated CPR.

Upon arrival, the team took over CPR from the patient's wife and initiated ACLS protocols. They conducted CPR, secured the airway, inserted an IO, and administered defibrillations. The patient's spontaneous circulation was restored within their home. A 12-lead ECG was performed, revealing a heart attack.

The team efficiently prepared the patient for transport to the hospital. During transport, one additional defibrillation was needed, but the patient arrived at the ER with stable vital signs. The patient underwent stent placement, rehabilitation, and was discharged to resume a normal lifestyle.

This life-saving award is presented to Orlando Peace, Greg Friend, Andrew Hooper, Samantha Reisinger, Lieutenant Ryan Wheeler, and Captain Johnson.

L to R: Captain Johnson, Greg Friend and Orlando Peace. Not pictured are Andrew Hooper, Samantha Reisinger, and Lieutenant Ryan Wheeler.

LIFE SAVING AWARDS

L to R: Spencer McCarty, Andrew Pratt, Tyler Hardenbrook and Lieutenant Alex Headley. Not pictured are Captain Stewart.

Incident 23-3463
On October 28, 2023, JGMFD and Urbandale Fire Department responded as the 4th unit for an unresponsive individual.

C389, B377, and Urbandale A433 arrived on the scene and took over CPR from bystanders. R388 cleared the previous call and joined once CPR was confirmed.

Following ACLS guidelines, the teams successfully achieved a return of spontaneous circulation on-site. The patient was packaged and prepared for transport in A433, with intubation done before moving.

Paramedic Tyler Hardenbrook supported Urbandale Medics during the transport. While en route to the ER, the patient experienced a loss and subsequent return of spontaneous circulation. Upon arrival at the ED, the patient had a pulse and, after a month-long hospital stay, was discharged and returned home. The crews were able to reunite with the patient post-hospitalization.

This life saving award acknowledges the outstanding efforts of Tyler Hardenbrook, Andrew Pratt, Spencer McCarty, Lieutenant Alex Headley, and Captain Nick Stewart from JGMFD, along with Urbandale firefighters Jackson Salter and Jake Schweitzer.

Incident 23-4176
On December 28, 2023, JGMFD received a call for an unresponsive female.

R388 was dispatched and upon arrival, the crew identified the patient and found her with agonal breathing and no pulse. CPR was immediately initiated.

A373 also arrived and started ACLS protocols. The team continued CPR, established an IO, and performed intubation to secure the airway.

After multiple defibrillations, spontaneous circulation returned. The patient was prepared for transport to the ER. ACLS and RSI protocols were maintained during transport.

The patient arrived at the ER with stable vitals and was discharged without any complications.

This life saving award is given to Alex Aubert, Greg Friend, Andrew Hooper, Robert Vaughn, and Lieutenant Chris Ford.

L to R: Greg Friend and Robert Vaughn. Not pictured are Alex Aubert, Andrew Hooper and Lieutenant Ford.

JGMFD Annual Report Summary

Strategic Planning Initiatives

Pg. 3. and Pg. 6. Continue planning for new Fire Station in Grimes.

Pg 3. Fire 28 E Agreement: Agreement implemented, transfer of employees, Transition of Fire Board to decision making authority.

Key Metrics:

Pg. 7. Overall Call Volume increased by 8.1%

Pg. 7. Concurrent call Volume increased by 17.5%

Pg. 7. Overall Call increase of 38.6% increase and concurrent call increase of 86.3% from 2020 to 2023.

Pg. 11. Calls to Senior Living and Care decreased slightly from 2022, but is anticipated to continue to account for a significant number of calls each year.

Pg. 15. 59% increase in site plans reviewed.

Pg. 22. Web-based tracking program for members to track exposures throughout their career. Members allowed to pay for extra cancer screening during annual physical.

Process Improvements

Pg. 5. Hiring 3 additional personnel in June allowed for moving a dedicated ambulance to Station 37 when no one is on vacation. The other new hires were replacements for personnel that left.

Pg. 12. Several CPR, AED and Stop the Bleed classes held for the city departments and the public.

Pg. 13. Eleven new Firefighters completed and internal training and are now are State certified as Driver-Operator for Fire Pumpers.

Pg. 14. Training Division incorporated fitness into a Firefighter Challenge that includes fireground skills into a timed event to simulate real fire conditions and test skills and fitness levels by timing the event and showing times for comparison.

TREASURER'S REPORT
CALENDAR 2/2024, FISCAL 8/2024

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
001	GENERAL	5,100,728.31	223,667.66	868,581.70	.00	4,455,814.27
002	LIBRARY FUND	307,386.93	12,841.11	93,180.81	.00	227,047.23
005	FIRE/RESCUE AUXILIARY	.00	.00	.00	.00	.00
110	ROAD USE TAX	3,754,978.59	445,668.73	99,169.85	.00	4,101,477.47
112	EMPLOYEE BENEFITS	886,455.19	11,951.27	114,019.68	.00	784,386.78
119	EMERGENCY FUND	.00	.00	.00	.00	.00
121	LOCAL OPTION SALES TAX	4,213,091.62	302,822.60	.00	.00	4,515,914.22
125	TAX INCREMENT FINANCING	2,957,332.24	37,380.90	.00	.00	2,994,713.14
160	HOTEL/MOTEL/ECON DEV	286,311.45	13,645.51	.00	.00	299,956.96
161	ECO DEVELOPMENT REVOLVING	234,549.50	.00	.00	.00	234,549.50
167	RESTRICTED GIFTS	96,573.17	.00	.00	.00	96,573.17
170	FEMA - FIRE DEPT	34,239.98	.00	.00	.00	34,239.98
200	DEBT SERVICE	1,802,668.98	18,275.95	.00	.00	1,820,944.93
301	CAPITAL PROJECT FUND	56,587.32	.00	.00	.00	56,587.32
302	CP - ROAD DEVELOPMENT	3,020.07	.00	.00	.00	3,020.07
303	CP - WALLACE	.00	.00	.00	.00	.00
304	STM WATER MASTER PLAN	150,318.53	.00	.00	.00	150,318.53
305	CP - MAIN STREET	.00	.00	.00	.00	.00
306	CP - PRAIRIE/LITTLE BEAVE	.00	.00	.00	.00	.00
307	CP - STORM WATER	110,418.26	.00	.00	.00	110,418.26
308	CP-SW COUNTY LINE ROAD	.00	.00	.00	.00	.00
309	CP - PARKS	594,184.00	1,134.49	.00	.00	595,318.49
310	CP - FIRE	.00	.00	.00	.00	.00
311	CP - DOWNTOWN	.00	.00	.00	.00	.00
312	CP - S JAMES/SE 37TH ST	.00	.00	.00	.00	.00
313	CP - GRIMES COMMUNITY COM	328,939.79	.00	10,230.53	.00	318,709.26
314	CP-NE GATEWAY/HOPE COMM	.00	.00	.00	.00	.00
315	CP N COMPLEX SANI CONNECT	4,808.51	.00	.00	.00	4,808.51
316	CP - WATER CAP IMPROVEMNT	.00	.00	.00	.00	.00
317	CP - COMP PLAN	11,721.80	.00	.00	.00	11,721.80
318	CP - CITY HALL	.00	.00	.00	.00	.00
319	KENNYBROOK PK WQI IMPRV	5,027.47-	.00	.00	.00	5,027.47-
320	CP-New Jordan Well 2019	7,800.05	.00	.00	.00	7,800.05
321	CP- ASR 2019	.00	.00	.00	.00	.00
322	CP-16" Water Main	.00	.00	.00	.00	.00
323	CP-Water Tower 2019	8,807.15-	.00	.00	.00	8,807.15-
324	CP-Water Plant Exp 2019	51,202.10-	.00	.00	.00	51,202.10-
325	SE 37TH HWY 141 PROJECT	.00	.00	.00	.00	.00
326	2019 OVERLAY PROJECT	.00	.00	18,500.00	.00	18,500.00-
327	SE 19TH & SW CO OVERLAY	.00	.00	.00	.00	.00
328	WRA SANI SEWER PHASE 1	50,346.26	17,470.37	91,383.21	.00	23,566.58-
329	NW TERRITORY LIFT STATION	.00	.00	.00	.00	.00
330	GIS MAPPING	.00	.00	.00	.00	.00
331	19TH ST SEWER EXTENSION	937,985.98	.00	117,998.52	.00	819,987.46
332	ROAD USE EQUIPMENT	.00	.00	.00	.00	.00
333	WRA PARALLEL SEWER	.00	.00	.00	.00	.00
334	HWY44 & COUNTY LN RD 2020	82,862.55	.00	.00	.00	82,862.55
335	ANN SANI SEWER I&I REHAB	250,000.00	.00	.00	.00	250,000.00
336	SE 11th ST RR/James 2019	1,957.50-	.00	.00	.00	1,957.50-
337	CP-N MAIN & BEAVERBK SIG	.00	.00	.00	.00	.00
338	FY20 Drain prj 2nd/beaver	.00	.00	.00	.00	.00
339	HWY 141 & HWY 44 SIGNAL	127,697.50-	.00	.00	.00	127,697.50-
340	ANNUAL SIGNAL IMPROVEMENT	337,289.73-	.00	7,941.75	.00	345,231.48-

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
341	HWY 44 STUDY	35,600.00-	.00	.00	.00	35,600.00-
342	WATER SYSTEM STUDY	9,500.00-	.00	.00	.00	9,500.00-
343	JAMES ST CORRIDOR STUDY	.00	.00	.00	.00	.00
344	PAVEMENT COND ANALYSIS	.00	.00	.00	.00	.00
345	ANNUAL WATER MAIN REPLACE	646,372.88	2,268.98	7,490.00	.00	641,151.86
346	HW TRAIL EXTENSION	5,000.00	.00	.00	.00	5,000.00
347	N SPORTS COMPLEX PARKING	5,444.39	.00	.00	.00	5,444.39
348	SPLASH PAD	46,079.45-	.00	.00	.00	46,079.45-
349	SE 6TH & S JAMES INTERSEC	1,663.25	.00	.00	.00	1,663.25
350	GRIMES LIBRARY BLDG FUND	603,095.21-	20,000.00	137,312.35	.00	720,407.56-
351	37TH ST IMPROVEMENTS	.00	.00	.00	.00	.00
352	TRL RDG/BEAV/JACOB WTR MN	.00	.00	.00	.00	.00
353	SANI SEWER STUDY	31,686.64-	.00	.00	.00	31,686.64-
354	ANNUAL PCC PATCHING	.00	.00	.00	.00	.00
355	TRAFFIC SIGNAL EQUIPMENT	31,323.98-	.00	8,500.00	.00	39,823.98-
356	ANNUAL PAVEMENT PRESERVE	75,000.00	.00	.00	.00	75,000.00
357	S CMPLX IRRIGATION PROJ	.00	.00	.00	.00	.00
358	ANN TRAIL IMPRV & PLAN	410,304.40	905.41	.00	.00	411,209.81
359	EMERGENCY WATER MAIN	.00	.00	.00	.00	.00
360	19TH ST WATER MAIN	70,280.00-	.00	.00	.00	70,280.00-
361	WW PLANT MBDR RETROFIT	28,926.53-	.00	.00	.00	28,926.53-
362	WRA SANI SWR PHASE 2	83,697.58-	.00	.00	.00	83,697.58-
363	WRA SANI SEWER PHASE 3	15,592.75-	.00	78,400.65	.00	93,993.40-
364	WRA SANI SWR PHS 4	.00	.00	46,792.11	.00	46,792.11-
365	WALLACE FARM	1,042,788.70	.00	6,028.20	.00	1,036,760.50
366	JACOB ST OVERLAY PROJ	60,267.65-	.00	.00	.00	60,267.65-
367	GRIMESPLEX	1,214,672.14	.00	1,018,370.12	.00	196,302.02
368	TRL RDG/BEAVER WATER MAIN	.00	.00	.00	.00	.00
369	SE 11TH & JAMES	3,985,688.42	15,672.18	91,162.59	.00	3,910,198.01
370	19th & Gateway signal	300,000.00	.00	.00	.00	300,000.00
371	11TH & GATEWAY SIGNAL	145,918.07	.00	10,726.36	.00	135,191.71
372	N JORDAN WELL REPAIRS	23,953.77-	.00	.00	.00	23,953.77-
373	BLDG ACCESS CONTROL PROJ	294,598.90	.00	29,169.22	.00	265,429.68
374	WATER PRODUCTION PROJECTS	480,699.90	.00	42,548.84	.00	438,151.06
375	NE DEST/NE BVRBROOKE IMP	269,881.02-	.00	23,385.55	.00	293,266.57-
376	SE TRL RDG RD RECONSTRUCT	345,805.91	.00	14,113.20	.00	331,692.71
377	HWY TRL EXT TO SCHOOL	6,630.55-	.00	.00	.00	6,630.55-
378	FIRE STATION	358,643.46	.00	5,000.00	.00	353,643.46
379	100TH ST WIDENING	1,781,926.06	6,141.50	.00	.00	1,788,067.56
380	HWY 141 CORR/INTERS STDY	104,720.94	458.16	.00	.00	105,179.10
381	NO COUNTY LINE WATER MAIN	10,830.00-	.00	.00	.00	10,830.00-
382	GROUND STORAGE RESERVOIR	.00	.00	.00	.00	.00
383	JAMES ST WTP WATER MAIN	.00	.00	.00	.00	.00
384	SEWER COMPLIANCE PROJECT	342,825.48-	.00	27,176.70	.00	370,002.18-
385	SE 41ST & SE PARK EXTNSN	5,872.59-	.00	6,283.75	.00	12,156.34-
386	THORPE AREA EXPANSION	.00	.00	.00	.00	.00
399	EQUIP REVOLVING PROGRAM	2,656,417.51	.00	82,585.00	.00	2,573,832.51
600	WATER	11,633,977.02	384,336.58	285,318.00	.00	11,732,995.60
601	WATER DEPOSITS	223,422.52	2,608.71	4,167.12	.00	221,864.11
602	WATER SINKING	365,167.53	.00	.00	.00	365,167.53
603	WATER REC BOND	183,629.96	.00	.00	.00	183,629.96
610	SEWER	5,512,249.32	362,928.58	244,734.15	.00	5,630,443.75
611	SEWER SINKING	491,141.94	.00	.00	.00	491,141.94

TREASURER'S REPORT
CALENDAR 2/2024, FISCAL 8/2024

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
670	LANDFILL/GARBAGE	658,907.12	65,849.67	144,408.78	.00	580,348.01
740	STORM WATER	2,951,427.85	68,017.16	25,836.59	.00	2,993,608.42
750	GRIMESPLEX	531,945.67	.00	.00	.00	531,945.67
	Report Total	56,462,818.29	2,014,045.52	3,760,515.33	.00	54,716,348.48

BALANCE SHEET
CALENDAR 2/2024, FISCAL 8/2024

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL	645,166.61-	1,768,962.04
002-000-1110	CASH - LIBRARY	80,339.70-	227,047.23
110-000-1110	CASH - ROAD USE	346,498.88	4,101,477.47
112-000-1110	CASH - EMPLOYEE BENEFITS	95,607.51-	774,944.00
121-000-1110	CASH - LOCAL OPTION SALES TAX	302,822.60	4,515,914.22
125-000-1110	CASH - TIF	37,380.90	2,994,713.14
160-000-1110	CASH - HOTEL/MOTEL/ECON DEV	13,645.51	299,956.96
161-000-1110	CASH - ECO DEVELOP REVOLVING L		234,549.50
167-000-1110	CASH - LIBRARY RESTRICTED GIFT		96,573.17
170-000-1110	CASH - FEMA/FIRE DEPT		34,239.98
200-000-1110	CASH - DEBT SERVICE	18,275.95	1,817,433.89
301-000-1110	CASH - CAPITAL PROJECTS		56,587.32
302-000-1110	CASH - CP - ROAD DEVELOPMENT		3,020.07
304-000-1110	CASH-STM WATER MASTER PLAN		150,318.53
307-000-1110	CASH - CP - STORM WATER		110,418.26
309-000-1110	CASH - CP - PARKS		331,324.92
313-000-1110	CASH - CP - GRIMES COMM COMPLE	10,230.53-	318,709.26
315-000-1110	CASH -N COMPLEX SANI CONNECT		4,808.51
317-000-1110	CASH - COMP PLAN		11,721.80
319-000-1110	CASH-KENNYBROOK PK WQI IMP		5,027.47-
320-000-1110	CASH-NEW JORDAN WELL 2019		7,800.05
323-000-1110	CASH-WATER TOWER 2019		8,807.15-
324-000-1110	CASH- WATER PLANT EXP 2019		51,202.10-
326-000-1110	CASH-2019 OVERLAY PROJECT	18,500.00-	18,500.00-
328-000-1110	CASH-WRA SANI SEWER PHASE 1	73,912.84-	23,566.58-
331-000-1110	CASH-19TH ST SEWER EXTENSION	117,998.52-	819,987.46
334-000-1110	CASH-HWY 44 & CO LINE RD 2020		82,862.55
335-000-1110	CASH-ANN SANI SWR I&I REHAB		250,000.00
336-000-1110	CASH-SE 11TH RR/JAMES 2019		1,957.50-
339-000-1110	HWY 141 & HWY 44 SIGNAL CASH		127,697.50-
340-000-1110	ANNUAL SIGNAL IMPROVEMENT CASH	7,941.75-	345,231.48-
341-000-1110	HWY 44 STUDY CASH		35,600.00-
342-000-1110	WATER SYSTEM STUDY CASH		9,500.00-
345-000-1110	CASH ANNUAL WATER MAIN REPLACE	7,490.00-	115,200.00
346-000-1110	CASH HWY 44 TRAIL EXTENSION		5,000.00
347-000-1110	CASH N SPORTS COMPLEX PARKING		5,444.39
348-000-1110	CASH SPLASH PAD		46,079.45-
349-000-1110	SE 6TH & JAMES INTERSEC CASH		1,663.25
350-000-1110	GRIMES LIB BLDG CASH	117,312.35-	720,407.56-
353-000-1110	CASH SANI SEWER STUDY		31,686.64-
355-000-1110	CASH TRAFFIC SIGNAL EQUIPMENT	8,500.00-	39,823.98-
356-000-1110	CASH ANNUAL PAVEMENT PRESERVE		75,000.00
358-000-1110	ANN TRAIL IMP & PLANN CASH		201,279.64
360-000-1110	19TH ST WATER MAIN CASH		70,280.00-
361-000-1110	WW PLANT MBDR RETROFIT CASH		28,926.53-
362-000-1110	WRA SANI SEWER PHASE 2 CASH		83,697.58-
363-000-1110	WRA SANI SWR PHS 3 CASH	78,400.65-	93,993.40-
364-000-1110	WRA SANI SWR PHS 4 CASH	46,792.11-	46,792.11-
365-000-1110	WALLACE FARM CASH	6,028.20-	1,036,760.50
366-000-1110	JACOB ST OVERLAY CASH		60,267.65-
367-000-1110	GRIMESPLEX CASH	1,018,370.12-	196,302.02

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
369-000-1110	SE 11TH & JAMES CASH	908,837.41	183,606.24
370-000-1110	19TH & GATEWAY SIGNAL CASH		300,000.00
371-000-1110	11TH & GATEWAY SIGNAL CASH	10,726.36-	135,191.71
372-000-1110	N JORDAN WELL REPAIR CASH		23,953.77-
373-000-1110	BLDG ACCESS CONT PROJ CASH	29,169.22-	265,429.68
374-000-1110	WTR PRODUCTION PROJECTS CASH	42,548.84-	438,151.06
375-000-1110	NE DEST/NE BVRBROOKE IMP CASH	23,385.55-	293,266.57-
376-000-1110	SE TRL RDG RD RECONSTRUCT CASH	14,113.20-	331,692.71
377-000-1110	HWY 44 TRL EXT SCHOOL CASH		6,630.55-
378-000-1110	FIRE STATION CASH	5,000.00-	353,643.46
379-000-1110	100TH ST WIDENING CASH		364,558.07
381-000-1110	N COUNTY LINE WATER MAIN CASH		10,830.00-
384-000-1110	SEWER COMPLIANCE CASH	27,176.70-	370,002.18-
385-000-1110	SE 41ST & SE PARK EXT CASH	6,283.75-	12,156.34-
399-000-1110	EQUIP REVOLVING PROG CASH	82,585.00-	2,573,832.51
600-000-1110	CASH - WATER	97,735.28	9,019,586.53
601-000-1110	CASH - WATER DEPOSITS	1,558.41-	219,375.14
602-000-1110	CASH - WATER SINKING		365,167.53
603-000-1110	CASH - WATER REC BOND		183,629.96
610-000-1110	CASH - SEWER	115,629.86	2,278,544.22
611-000-1110	CASH - SEWER SINKING		491,141.94
670-000-1110	CASH - SOLID WASTE	78,559.11-	580,348.01
740-000-1110	CASH - STORM WATER	42,180.57	2,947,241.55
750-000-1110	CASH - GRIMESPLEX		531,945.67
	CASH TOTAL	770,690.07-	39,647,222.03
112-000-1111	CASH - FLEX	6,460.90-	9,442.78
	CASH TOTAL	6,460.90-	9,442.78
001-000-1130	RESERVES - PARK CAP IMPROVE		234,812.58
600-000-1130	RESERVES - WATER TAPPING		605,712.67
610-000-1130	RESERVES - SEWER TAPPING		91,535.73
	RESERVES TOTAL	.00	932,060.98
001-000-1131	RESERVES - FIRE CAP IMPROVE		78,304.09
600-000-1131	RESERVES - WATER		35,000.00
	RESERVES TOTAL	.00	113,304.09
001-000-1132	RESERVES - RESCUE CAP IMPROVE		16,218.47
	RESERVES TOTAL	.00	16,218.47

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
001-000-1133	RESERVES - PARK & REC GOAL		6,365.17
	RESERVES TOTAL	.00	6,365.17
001-000-1150	CASH - IPAIT	252.57	62,629.76
200-000-1150	CASH - IPAIT		3,511.04
309-000-1150	CASH - IPAIT	1,134.49	263,993.57
345-000-1150	CASH - IPAIT	2,268.98	525,951.86
358-000-1150	CASH - IPAIT	905.41	209,930.17
379-000-1150	CASH - IPAIT	6,141.50	1,423,509.49
380-000-1150	CASH - IPAIT	458.16	105,179.10
	CASH - IPAIT TOTAL	11,161.11	2,594,704.99
369-000-1155	CASH - IPAIT HI-YIELD	984,327.82-	3,726,591.77
	CASH - IPAIT HI-YIELD TOTAL	984,327.82-	3,726,591.77
600-000-1160	SAVINGS - WATER TAPPING		992,293.30
740-000-1160	SAVINGS - STORM WATER		46,366.87
	SAVINGS TOTAL	.00	1,038,660.17
610-000-1161	SAVINGS - SEWER TAPPING	2,564.57	1,078,503.89
	SAVINGS - RACCOON TOTAL	2,564.57	1,078,503.89
600-000-1162	SAVINGS - VISION	1,283.30	1,080,403.10
	SAVINGS - VISION TOTAL	1,283.30	1,080,403.10
601-000-1170	WATER DEPOSIT CD 25712		2,488.97
	CD'S - CITY STATE TOTAL	.00	2,488.97
001-000-1171	CEMETERY CD 1 304927		32,720.62
001-000-1172	CEMETERY CD 3 222910		21,110.38
001-000-1173	CEMETERY CD 12014736		21,704.53
	CD'S BANKERS TRUST TOTAL	.00	75,535.53
001-000-1175	CD# 12396252 - GENERAL		2,212,986.63

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
	CD# 12396252 - GENERAL TOTAL	.00	2,212,986.63
610-000-1178	CHARTER SEW TAP CD		2,181,859.91
	CHARTER SEW TAP CD TOTAL	.00	2,181,859.91
	TOTAL CASH	1,746,469.81-	54,716,348.48

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,477,800.00	120,420.08	958,762.39	64.88	519,037.61
	FIRE TOTAL	2,117,001.00	65,053.85	819,768.38	38.72	1,297,232.62
	AMBULANCE TOTAL	1,996,208.00	197,610.20	1,993,295.26	99.85	2,912.74
	BUILDING INSPECTIONS TOTAL	2,377,907.00	166,317.49	1,591,694.86	66.94	786,212.14
	ANIMAL CONTROL TOTAL	250.00	.00	140.64	56.26	109.36
	PUBLIC SAFETY TOTAL	7,969,166.00	549,401.62	5,363,661.53	67.31	2,605,504.47
	ROADS, BRIDGES, SIDEWALKS TOTA	2,708,108.00	154,482.55	1,985,476.86	73.32	722,631.14
	STREET LIGHTING TOTAL	228,500.00	14,853.26	153,178.15	67.04	75,321.85
	TRAFFIC CONTROL & SAFETY TOTA	35,000.00	6,096.87	20,414.56	58.33	14,585.44
	SNOW REMOVAL TOTAL	381,700.00	48,250.36	186,821.47	48.94	194,878.53
	PUBLIC WORKS TOTAL	3,353,308.00	223,683.04	2,345,891.04	69.96	1,007,416.96
	WATER,AIR,MOSQUITO CONTRO TOTA	8,000.00	.00	.00	.00	8,000.00
	HEALTH & SOCIAL SERVICES TOTA	8,000.00	.00	.00	.00	8,000.00
	LIBRARY TOTAL	1,346,137.00	109,620.67	729,628.95	54.20	616,508.05
	PARKS TOTAL	626,305.00	38,795.63	364,043.36	58.13	262,261.64
	NORTH COMPLEX TOTAL	50,000.00	7,852.68	43,516.24	87.03	6,483.76
	SOUTH COMPLEX TOTAL	50,000.00	375.12	20,749.66	41.50	29,250.34
	RECREATION TOTAL	329,267.00	28,048.29	266,229.87	80.86	63,037.13
	REC - YOUTH PROGRAMS TOTAL	45,000.00	3,045.84	17,068.35	37.93	27,931.65
	REC - YOUTH SPORTS TOTAL	.00	.00	4,404.30	.00	4,404.30-
	REC - ADULT PROGRAMS TOTAL	6,600.00	.00	1,435.54	21.75	5,164.46
	CEMETERY TOTAL	65,026.00	.00	60,745.50	93.42	4,280.50
	GCC-GRIMES COMM COMPLEX TOTAL	281,231.00	14,320.31	152,081.82	54.08	129,149.18
	GRIMESPLEX TOTAL	556,516.00	30,536.83	344,658.28	61.93	211,857.72
	CULTURE & RECREATION TOTAL	3,356,082.00	232,595.37	2,004,561.87	59.73	1,351,520.13
	ECONOMIC DEVELOPMENT TOTAL	3,687,893.00	.00	1,795,404.70	48.68	1,892,488.30
	COMMUNITY & ECONOMIC DEV TOTA	3,687,893.00	.00	1,795,404.70	48.68	1,892,488.30
	MAYOR/COUNCIL/CITY MGR TOTAL	325,715.00	20,019.41	183,575.77	56.36	142,139.23
	CLERK/TREASURER/ADM TOTAL	816,778.00	62,358.82	519,746.89	63.63	297,031.11
	ELECTIONS TOTAL	28,500.00	3,908.84	24,364.01	85.49	4,135.99
	LEGAL SERVICES/ATTORNEY TOTAL	248,500.00	2,747.08	117,994.87	47.48	130,505.13
	CITY HALL/GENERAL BLDGS TOTAL	340,364.00	41,071.79	138,869.42	40.80	201,494.58
	TORT LIABILITY TOTAL	118,800.00	4,718.59	105,786.59	89.05	13,013.41
	IT TOTAL	336,430.00	31,284.96	171,999.51	51.12	164,430.49
	OTHER GENERAL GOVERNMENT TOTA	39,000.00	3,162.52	34,645.72	88.84	4,354.28

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL GOVERNMENT TOTAL	2,254,087.00	169,272.01	1,296,982.78	57.54	957,104.22
	ROADS, BRIDGES, SIDEWALKS TOTA	639,645.00	.00	37,622.50	5.88	602,022.50
	2007 BOND TOTAL	278,982.00	.00	21,990.63	7.88	256,991.37
	2012 BOND TOTAL	362,760.00	.00	31,680.00	8.73	331,080.00
	2015 BOND TOTAL	867,500.00	.00	8,750.00	1.01	858,750.00
	2017A BOND TOTAL	561,632.00	.00	130,815.63	23.29	430,816.37
	2017 REFINANCING BOND TOTAL	576,325.00	.00	88,162.50	15.30	488,162.50
	2020 GO BOND TOTAL	591,000.00	.00	63,300.00	10.71	527,700.00
	2021 A GO BOND TOTAL	731,700.00	.00	128,650.00	17.58	603,050.00
	2021 B GO LOST BOND TOTAL	256,750.00	.00	53,675.00	20.91	203,075.00
	2022A BOND TOTAL	682,500.00	.00	146,550.00	21.47	535,950.00
	2022B BOND TOTAL	859,491.00	.00	224,444.43	26.11	635,046.57
	2023B GO BOND TOTAL	700,803.00	.00	368,527.78	52.59	332,275.22
	DEBT SERVICE TOTAL	7,109,088.00	.00	1,304,168.47	18.35	5,804,919.53
	FIRE TOTAL	50,000.00	5,000.00	785,994.89	1,571.99	735,994.89-
	BUILDING INSPECTIONS TOTAL	130,500.00	.00	76,773.82	58.83	53,726.18
	ROADS, BRIDGES, SIDEWALKS TOTA	11,405,000.00	246,756.45	4,971,296.42	43.59	6,433,703.58
	STREET LIGHTING TOTAL	120,000.00	7,941.75	191,309.14	159.42	71,309.14-
	TRAFFIC CONTROL & SAFETY TOTA	50,000.00	8,500.00	58,333.98	116.67	8,333.98-
	LIBRARY TOTAL	3,250,000.00	137,312.35	3,375,759.43	103.87	125,759.43-
	PARKS TOTAL	2,078,327.00	6,028.20	2,122,991.89	102.15	44,664.89-
	SOUTH COMPLEX TOTAL	.00	.00	97,200.00	.00	97,200.00-
	GCC-GRIMES COMM COMPLEX TOTAL	325,000.00	10,230.53	31,199.08	9.60	293,800.92
	GRIMESPLEX TOTAL	19,200,000.00	1,018,370.12	16,426,372.63	85.55	2,773,627.37
	ECONOMIC DEVELOPMENT TOTAL	490,125.00	.00	490,125.00	100.00	.00
	CITY HALL/GENERAL BLDGS TOTAL	.00	29,169.22	250,032.62	.00	250,032.62-
	WATER TOTAL	14,600,000.00	50,038.84	2,596,736.58	17.79	12,003,263.42
	SEWER/SEWAGE DISPOSAL TOTAL	6,779,750.00	361,751.19	5,216,879.62	76.95	1,562,870.38
	STORM WATER TOTAL	241,933.00	.00	8,027.50	3.32	233,905.50
	CAPITAL PROJECTS TOTAL	58,720,635.00	1,881,098.65	36,699,032.60	62.50	22,021,602.40
	WATER TOTAL	5,266,635.00	289,485.12	2,533,540.65	48.11	2,733,094.35
	SEWER/SEWAGE DISPOSAL TOTAL	5,498,803.00	244,734.15	2,815,459.39	51.20	2,683,343.61
	LANDFILL/GARBAGE TOTAL	962,786.00	144,408.78	591,863.08	61.47	370,922.92
	STORM WATER TOTAL	724,138.00	25,836.59	226,612.08	31.29	497,525.92
	SPORTS COMPLEX TOTAL	.00	.00	4,486.00	.00	4,486.00-
	ENTERPRISE FUNDS TOTAL	12,452,362.00	704,464.64	6,171,961.20	49.56	6,280,400.80
	TRANSFERS IN/OUT TOTAL	22,656,957.00	.00	7,479,360.00	33.01	15,177,597.00
	TRANSFER OUT TOTAL	22,656,957.00	.00	7,479,360.00	33.01	15,177,597.00

BUDGET REPORT
CALENDAR 2/2024, FISCAL 8/2024

PCT OF FISCAL YTD 66.6%

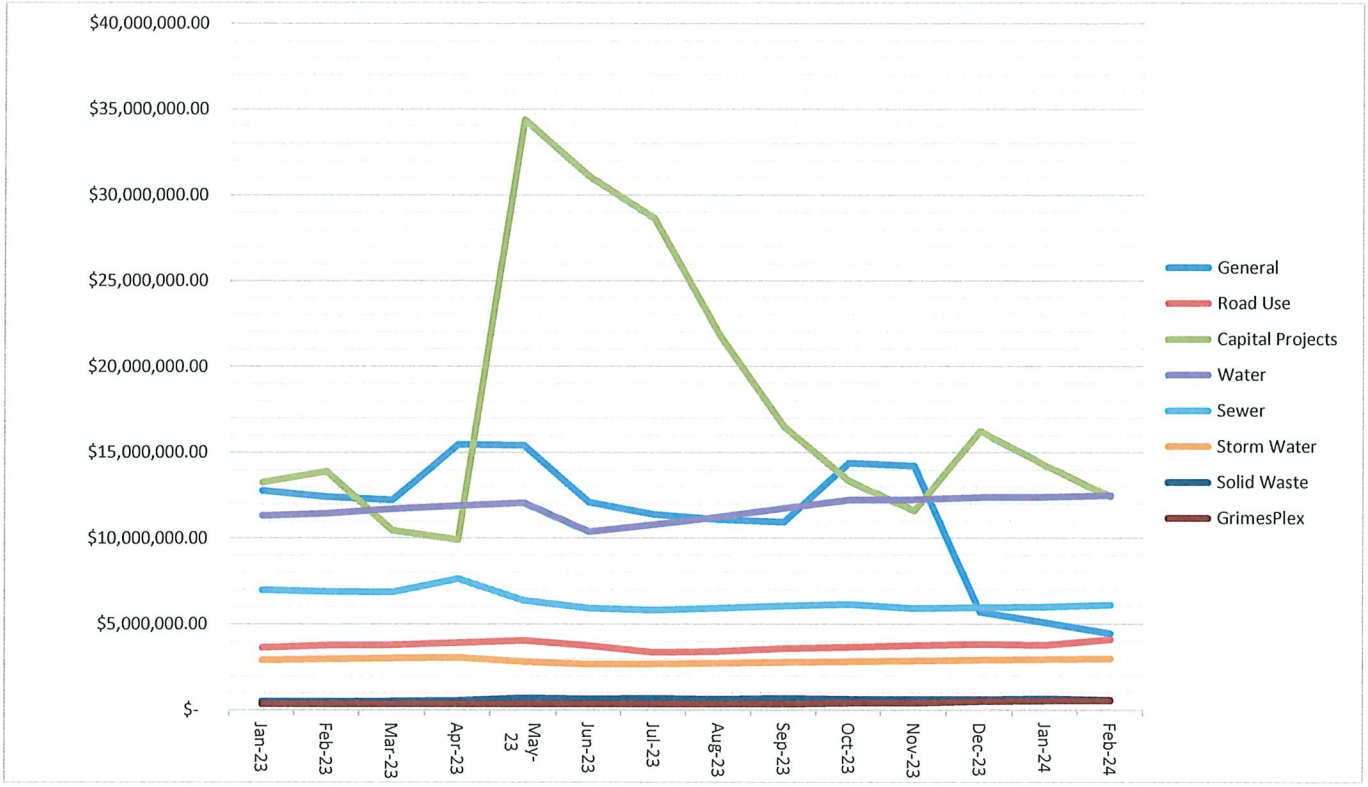
ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	TOTAL EXPENSES	121,567,578.00	3,760,515.33	64,461,024.19	53.02	57,106,553.81

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	13,412,842.00	223,667.66	7,278,911.33	54.27	6,133,930.67
	LIBRARY FUND TOTAL	1,121,901.00	12,841.11	589,378.40	52.53	532,522.60
	ROAD USE TAX TOTAL	2,008,656.00	445,668.73	1,740,121.19	86.63	268,534.81
	EMPLOYEE BENEFITS TOTAL	2,468,204.00	11,951.27	644,620.27	26.12	1,823,583.73
	LOCAL OPTION SALES TAX TOTAL	2,445,504.00	302,822.60	2,048,165.65	83.75	397,338.35
	TAX INCREMENT FINANCING TOTAL	6,519,924.00	37,380.90	3,334,635.16	51.15	3,185,288.84
	HOTEL/MOTEL/ECON DEV TOTAL	69,000.00	13,645.51	47,216.89	68.43	21,783.11
	ECO DEVELOPMENT REVOLVING TOTA	53,353.00	.00	53,368.00	100.03	15.00-
	RESTRICTED GIFTS TOTAL	5,000.00	.00	5,069.83	101.40	69.83-
	DEBT SERVICE TOTAL	6,775,360.00	18,275.95	2,213,612.58	32.67	4,561,747.42
	CAPITAL PROJECT FUND TOTAL	490,125.00	.00	540,125.00	110.20	50,000.00-
	CP - PARKS TOTAL	250,000.00	1,134.49	10,336.36	4.13	239,663.64
	CP - GRIMES COMMUNITY COM TOTA	325,000.00	.00	.00	.00	325,000.00
	CP-Water Tower 2019 TOTAL	.00	.00	5,000.00	.00	5,000.00-
	WRA SANI SEWER PHASE 1 TOTAL	850,000.00	17,470.37	1,279,066.35	150.48	429,066.35-
	ANN SANI SEWER I&I REHAB TOTA	50,000.00	.00	.00	.00	50,000.00
	HWY 141 & HWY 44 SIGNAL TOTAL	.00	.00	135,000.00	.00	135,000.00-
	ANNUAL WATER MAIN REPLACE TOTA	500,000.00	2,268.98	20,567.75	4.11	479,432.25
	GRIMES LIBRARY BLDG FUND TOTA	1,367,760.00	20,000.00	1,401,160.00	102.44	33,400.00-
	TRAFFIC SIGNAL EQUIPMENT TOTA	75,000.00	.00	.00	.00	75,000.00
	ANN TRAIL IMPRV & PLAN TOTAL	500,000.00	905.41	7,972.31	1.59	492,027.69
	WRA SANI SWR PHASE 2 TOTAL	1,000,000.00	.00	473,383.04	47.34	526,616.96
	WRA SANI SEWER PHASE 3 TOTAL	500,000.00	.00	927,364.05	185.47	427,364.05-
	WRA SANI SWR PHS 4 TOTAL	1,000,000.00	.00	1,709,094.96	170.91	709,094.96-
	JACOB ST OVERLAY PROJ TOTAL	575,000.00	.00	.00	.00	575,000.00
	GRIMESPLEX TOTAL	19,500,000.00	.00	9,500,822.30	48.72	9,999,177.70

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	SE 11TH & JAMES TOTAL	5,000,000.00	15,672.18	171,328.23	3.43	4,828,671.77
	N JORDAN WELL REPAIRS TOTAL	.00	.00	62,166.00	.00	62,166.00-
	BLDG ACCESS CONTROL PROJ TOTA	67,182.00	.00	76,059.38	113.21	8,877.38-
	WATER PRODUCTION PROJECTS TOTA	3,700,000.00	.00	2,043,244.11	55.22	1,656,755.89
	NE DEST/NE BVRBROOKE IMP TOTA	875,000.00	.00	.00	.00	875,000.00
	SE TRL RDG RD RECONSTRUCT TOTA	800,000.00	.00	19,629.53	2.45	780,370.47
	100TH ST WIDENING TOTAL	2,000,000.00	6,141.50	54,707.59	2.74	1,945,292.41
	HWY 141 CORR/INTERS STDY TOTA	100,000.00	458.16	4,200.17	4.20	95,799.83
	NO COUNTY LINE WATER MAIN TOTA	2,900,000.00	.00	.00	.00	2,900,000.00
	GROUND STORAGE RESERVOIR TOTA	2,200,000.00	.00	.00	.00	2,200,000.00
	JAMES ST WTP WATER MAIN TOTAL	1,500,000.00	.00	.00	.00	1,500,000.00
	EQUIP REVOLVING PROGRAM TOTAL	918,493.00	.00	18,121.72	1.97	900,371.28
	WATER TOTAL	7,038,045.00	384,336.58	4,617,029.92	65.60	2,421,015.08
	WATER DEPOSITS TOTAL	70,000.00	2,608.71	30,911.24	44.16	39,088.76
	WATER SINKING TOTAL	2,148,438.00	.00	30,000.00	1.40	2,118,438.00
	SEWER TOTAL	4,658,825.00	362,928.58	3,009,425.88	64.60	1,649,399.12
	SEWER SINKING TOTAL	1,096,000.00	.00	.00	.00	1,096,000.00
	LANDFILL/GARBAGE TOTAL	971,585.00	65,849.67	529,192.94	54.47	442,392.06
	STORM WATER TOTAL	825,649.00	68,017.16	550,796.70	66.71	274,852.30
	GRIMESPLEX TOTAL	1,035,846.00	.00	186,666.67	18.02	849,179.33
	TOTAL REVENUE BY FUND	99,767,692.00	2,014,045.52	45,368,471.50	45.47	54,399,220.50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General
Road Use
Capital Projects
Water
Sewer
Storm Water
Solid Waste
GrimesPlex

RESOLUTION 03-0724 APPROVING PAYMENTS FOR PROFESSIONAL SERVICES

Grimes Resolution No. 03-0724

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 March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

chad@christensendevelopment.com

Invoice Total $4,019.20

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

February 29, 2024
Invoice No: 19004284.01 - 4
Project #:
PO #:
Contract #:
Work Order #:

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

Professional Services from January 01, 2024 to February 29, 2024

Fee

Phase	Fee	%	Fee Earned	Previous Billing	Current Billing
CX - Construction	10,560.00	100.00	10,560.00	10,560.00	0.00
CX - Testing	6,720.00	100.00	6,720.00	6,720.00	0.00
CX - Occupancy	5,120.00	91.00	4,659.20	640.00	4,019.20
Total Fee	22,400.00		21,939.20	17,920.00	4,019.20
		Total Fee			**4,019.20**
				Total this Invoice	**$4,019.20**

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

Click here to Pay via credit card.

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

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: March 12, 2024 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: December 31, 2023 Through: February 17, 2024

Contract Summary

Original Contract Amount:	$ 179,700.00			
Net change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 179,700.00		
Total completed and stored to date:	$ 19,563.84			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 19,563.84		
Less previous applications for payment:		$ 12,156.34		
SUBTOTAL			$	7,407.50
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	7,407.50
Balance to finish, including retainage:		$ 160,136.16		
Contract Time Remaining (If applicable)	-	CALENDAR DAYS		

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: McClure Engineering Company

Firm Name

Signature February 23, 2024

Date

City of Grimes Staff Approval:

Signature 3-6-24

Date

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 26, 2023	$ 5,872.59
2	February 13, 2024	$ 6,283.75
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 12,156.34**

Record of Change Orders

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TOTAL **$ -**

Contract Time Remaining

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

1360 NW 121st Street
Clive, IA 50325

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

February 23, 2024
Project No: 2022001381-001
Invoice No: 150729
Due Date: March 24, 2024

Project 2022001381-001 Grimes SE 40th Street and SE Park Drive

Professional Services from December 31, 2023 to February 17, 2024

Phase 400 Preliminary Design

Task 401 Preliminary Design and Plans

	Hours	Rate	Amount	
Engineer I	.50	125.00	62.50	
Engineer II	21.50	155.00	3,332.50	
Totals	22.00		3,395.00	
Total Labor				**3,395.00**
			Total this Task	**$3,395.00**
			Total this Phase	**$3,395.00**

Phase 850 Project Management

Task 851 Project Management and Coordination

	Hours	Rate	Amount	
Project Manager I	1.00	185.00	185.00	
Engineer II	15.50	155.00	2,402.50	
Project Manager III	5.50	230.00	1,265.00	
Project Coordinator	.50	135.00	67.50	
Engineer III	.50	185.00	92.50	
Totals	23.00		4,012.50	
Total Labor				**4,012.50**
			Total this Task	**$4,012.50**
			Total this Phase	**$4,012.50**

	Current	Prior	To-Date	
Total Billings	7,407.50	12,156.34	19,563.84	
Contract Limit (not-to-exceed)			179,700.00	
Contract Limit Remaining			160,136.16	
			Total Due this Invoice	**$7,407.50**

Project	2022001381-001	Grimes SE 41st Street and SE Park Drive	Invoice	150729

Outstanding Invoices

Number	Date	Balance
149644	12/31/2023	6,283.75
Total		**6,283.75**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title:	Traffic Signal Network Communication Project		
Contractor:	Snyder & Associates, Inc.		
Address:	2727 Snyder Blvd., PO Box 1159, Ankeny Iowa 50023		
Finance Budget Code:	340-230-6407	***Finance Project #***	
Vendor Project or Invoice #:	121.0846.01	***PO #***	
Original Contract Date:	August 10, 2021	***Vendor #***	2031

Date of Council Meeting: March 12, 2024 **PAYMENT REQUEST #** 11

PAYMENT PERIOD: From: January 1, 2024 Through: January 31, 2024

Contract Summary

Original Contract Amount:	$ 147,300.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 147,300.00	
Total completed and stored to date:	$ 97,924.85		
Retainage: 0 % of Completed Work:			
Total Earned less Retainage:		$ 97,924.85	
Less previous applications for payment:		$ 93,671.35	
SUBTOTAL			$ 4,253.50
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 4,253.50
Balance to finish, including retainage:		$ 49,375.15	
Contract Time Remaining (If applicable)	- Working Days		

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

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

Todd Kurx
Signature — 3/4/2024 Date

Engineer / Consultant Approval:
Firm Name

Signature — Date

City of Grimes Staff Approval:
Signature — 3-6-24 Date

City of Grimes Council Approval:
Council 3-12-24
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	February 22, 2022	$ 26,632.50
2	March 8, 2022	$ 13,860.00
3	April 12, 2022	$ 8,415.00
4	May 10, 2022	$ 7,342.50
5	August 23, 2022	$ 11,660.59
6	October 25, 2022	$ 6,327.88
7	November 22, 2022	$ 3,026.38
8	May 23, 2023	$ 5,571.00
9	August 8, 2023	$ 2,893.75
10	February 13, 2024	$ 7,941.75
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Previous Applications for Payment

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TOTAL **$ 93,671.35**

Record of Change Orders

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TOTAL **$ -**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	August 10, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 29, 2024

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

Invoice No: 121.0846.01 - 11

Finance Budget Code 340-230-6407

Project **121.0846.01** **Traffic Signal Network Communication Project**

Professional Services through January 31, 2024

Basic Services

		Hours	Rate	Amount	
Engineer VIII		.50	181.00	90.50	
	Total Services	.50		90.50	
	Total Services				**90.50**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	90.50	75,015.09	75,105.59	
Limit			94,550.00	
Remaining			19,444.41	
		Phase Subtotal		**$90.50**

Construction Services

		Hours	Rate	Amount	
Engineer VIII		23.00	181.00	4,163.00	
	Total Services	23.00		4,163.00	
	Total Services				**4,163.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	4,163.00	18,656.26	22,819.26	
Limit			52,750.00	
Remaining			29,930.74	
		Phase Subtotal		**$4,163.00**

Amount Due this Invoice **$4,253.50**

	Total	**Prior**	**Current**
Billings to Date	**97,924.85**	**93,671.35**	**4,253.50**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Todd Knox

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: March 12, 2024 **PAYMENT REQUEST #** 63
PAYMENT PERIOD: From: January 21, 2024 Through: February 17, 2024

Contract Summary

Original Contract Amount:	$ 882,000.00		
Net change by Change Orders:	$ 1,007,900.00		
Contract Amount to Date: (line 1 ± 2)		$ 1,889,900.00	
Total completed and stored to date:	$ 1,830,722.60		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 1,830,722.60	
Less previous applications for payment:		$ 1,779,900.00	
SUBTOTAL			$ 50,822.60
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 50,822.60
Balance to finish, including retainage:		$ 59,177.40	
Contract Time Remaining (If applicable)	- Working Days		

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Veenstra & Kimm, Inc.

Firm Name

Signature 2/27/2024

Date

City of Grimes Staff Approval:

Signature 3-6-24

Date

City of Grimes Council Approval: Council 3-12-24

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: 2/27/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

Previous Applications for Payment

No.	Date	Amount
36	December 14, 2021	$ 10,413.05
37	January 11, 2022	$ 70,000.00
38	February 8, 2022	$ 18,414.00
39	March 8, 2022	$ 13,086.08
40	April 12, 2022	$ 27,388.60
41	May 10, 2022	$ 33,571.24
42	June 14, 2022	$ 39,108.44
43	July 12, 2022	$ 37,507.11
44	August 9, 2022	$ 47,079.48
45	September 13, 2022	$ 82,131.55
46	October 11, 2022	$ 71,397.76
47	November 8, 2022	$ 59,227.51
48	December 13, 2022	$ 63,958.16
49	January 10, 2023	$ 66,133.54
50	February 14, 2023	$ 57,401.07
51	March 14, 2023	$ 62,975.04
52	April 11, 2023	$ 57,915.63
53	May 9, 2023	$ 76,259.89
54	June 13, 2023	$ 78,532.16
55	July 11, 2023	$ 25,031.74
56	August 8, 2023	$ 80,667.76
57	September 26, 2023	$ 63,438.76
58	October 10, 2023	$ 33,638.47
59	November 14, 2023	$ 32,051.41
60	November 28, 2023	$ 36,098.13
61	January 9, 2024	$ 41,549.79
62	February 13, 2024	$ 19,455.68
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TOTAL **$ 1,779,900.00**

Record of Change Orders

No.	Date	Amount
1	September 22, 2020	$ -
2	October 27, 2020	$ 66,000.00
3	December 14, 2021	$ 560,000.00
4	July 25, 2023	$ 306,900.00
5	February 13, 2024	$ 75,000.00
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TOTAL **$1,007,900.00**

Contract Time Remaining

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

VEENSTRA & KIMM INC.

STATEMENT OF PROFESSIONAL SERVICES

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

February 23, 2024
Project No: 128108
Invoice No: 26

Project Manager H. Veenstra

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

Professional Services from January 21, 2024 to February 17, 2024

Professional Personnel

	Hours	Rate	Amount	
Clerical II	13.50	80.00	1,080.00	
Clerical III	8.00	70.00	560.00	
Clerical IV	1.50	61.00	91.50	
Process Engineer I	2.00	235.00	470.00	
Engineer I-B	.50	201.00	100.50	
Engineer I-C	.50	193.00	96.50	
Engineer III-A	2.00	160.00	320.00	
Drafter IA	4.50	122.00	549.00	
Construction Engineer II	258.00	127.00	32,766.00	
Technician I	1.00	110.00	110.00	
Technician III	137.00	91.00	12,467.00	
Technician IV	13.00	86.00	1,118.00	
Totals	441.50		49,728.50	
Total Labor				**49,728.50**

Unit Billing

Mileage	104.12	
Mileage	147.40	
Mileage	836.16	
Duplication	6.42	
Total Units	**1,094.10**	**1,094.10**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	50,822.60	1,206,900.00	1,257,722.60	
Limit			1,281,900.00	
Remaining			24,177.40	
		Total this Invoice		**$50,822.60**

Billings to Date

	Current	Prior	Total
Labor	49,728.50	1,138,009.00	1,187,737.50
Expense	0.00	6,823.22	6,823.22

Project	128108	WRA Connector - Phase 2 - CS			Invoice	26
Unit		1,094.10	62,067.78	63,161.88		
Totals		**50,822.60**	**1,206,900.00**	**1,257,722.60**		

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

Project Name: Grimes Public Library
Project # X237400
Date: 3/7/2024

350-410-6499

WEITZ SUMMARY – Amount Due

The Weitz Company: $12,293.00

APPLICATION AND CERTIFICATE FOR PAYMENT

350-410-6499

TO (OWNER):
City of Grimes

PROJECT: Grimes Public Library
PROJECT: # X237400

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

APPLICATION NO: 25
PERIOD TO:
02/01/24
02/29/24

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

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

CONTRACT DATE:

CONSTRUCTION MANAGER'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		0	0
Approved this Month			
Number	Date Approved		
CO 1	CM Services finalized	22,633.00	
CO 2	PCO 004, 005, 009 & 010	17,558.50	
CO 3	PCO 15	115,605.00	
CO4	PCO 028	18,129.80	
CO 5	PCO 034	10,737.00	
CO 6	PCO 065, 066 & 068	(5,929.50)	
CO 7	PCO 075	12,293.00	
	TOTALS	191,026.80	0
Net change by Change Order			191,026.80

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

1.ORIGINAL CONTRACT SUM	$ 951,048.00
2.Net change by Change Order	$ 191,026.80
3.CONTRACT SUM TO DATE (Line 1+2) (Column C on G703)	$ 1,142,074.80
4.TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$ 1,134,487.50
5. RETAINAGE:	
a. 0% completed work (Column D + E on G703)	$ -
b. 0% of Stored Material (Column F on G703) included in above number	$ -
TOTAL RETAINAGE (Line 5a + 5b or Total in Column 1 of G703)	$ -
6.TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$ 1,134,487.50
7.LESS PREVIOUS CERTIFICATES FOR PAYMENTS	$ 1,122,194.50
8.CURRENT PAYMENT NOW DUE	$ 12,293.00
9.BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$ 7,587.30

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

CONTRACTOR: THE WEITZ COMPANY, LLC

By: Stephanie Morrison March 7, 2024

State of: IOWA County of: POLK
subscribed and sworn to before me this 7th day of March, 2024

NOTARY PUBLIC: Suzi K Hammer
My Commission Expires:

SUZI K. HAMMER
Commission Number 836921
My Commission Expires
January 26, 2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED. . . . . $ 12,293.00
(Attach explanation if certified differs from the amount applied for.)

ARCHITECT:

By: _____ Date: 04.07.24

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

Prj #	X237400		App # :	25				Pd From:	2/1/2024
Prj Name	Grimes Public Library		App Date:	3/7/2024				PD TO :	2/29/2024
Sub:			Retain :	5.00%					

A	B	C1	D	E	F	G		H	I
Item Number	Description of Work	SOV	WORK COMPLETED PREVIOUS (D+E)	WORK COMPLETED This Period	MATERIALS PRESENTLY STORED (NOT IN D OR E)	Total Completed And Stored (D+E+F)	Percent (G%C)	Balance To Finish (C-G)	Retainage
	The Weitz Company - Construction Manager								
1	Preconstruction	25,000.00	25,000.00			25,000.00	100%		
2	Construction Manager Services	645,305.80	633,399.80	11,906.00		645,305.80	100%		
	General Requirements								
3	Latrines	8,300.00	8,300.00			8,300.00	100%		
4	Surveying	8,560.00	8,560.00			8,560.00	100%		
5	Dumpsters/Trash Chute	35,560.00	29,351.00			29,351.00	83%	6,209	
6	Safety	2,850.00	18,450.11			18,450.11	647%	(15,600)	
7	SWPPP/Access/Snow Removal	24,842.00	24,842.00			24,842.00	100%		
8	General Building Enclosures/Heat	50,146.00	40,361.00			40,361.00	80%	9,785	
9	Roof Access	5,000.00	7,775.59			7,775.59	156%	(2,776)	
10	Temporary Fencing	11,000.00	8,618.00			8,618.00	78%	2,382	
11	Fee (3.25%) on Construction Manager Services	26,048.00	25,661.00	387.00		26,048.00	100%		
12	Fee (3.25%) per Prime Volume Summary below	299,463.00	291,876.00			291,876.00	97%	7,587	
	Prime Volume Summary								
1	BP #01 - Grading & Utilities - Correll Contractors	468,175.80	438,000.00			438,000.00	94%	30,175.80	21,900.00
2	BP #02 - General Construction - Graphite Group	2,741,550.38	2,689,110.77			2,689,110.77	98%	52,439.61	134,455.54
3	BP #03 - Masonry - Forrest & Associates	353,969.87	353,969.87			353,969.87	100%		17,698.49
4	BP #04 - Flooring - Ideal Floors	113,875.00	111,775.00	2,100.00		113,875.00	100%		5,693.75
5	BP #05 - Ceramic Tile - Des Moines Marble	127,505.00	127,505.00			127,505.00	100%		6,375.25
6	BP #06 - Roofing - Academy Roofing	422,350.00	422,350.00			422,350.00	100%		21,117.50
7	BP #07 - Aluminum, Glazing & Metal Panels - Forman Ford	848,062.00	848,062.00			848,062.00	100%		42,403.10
8	BP #08 - Framing, Drywall, Acoustic, Paint - Performance Contracting Inc	1,526,302.65	1,518,675.65	2,346.75		1,521,022.40	100%	5,280.25	76,051.12
9	BP #09 - Elevator - KONE	144,000.00	144,000.00			144,000.00	100%		7,200.00
10	BP #10 - Fire Sprinkler - Midwest Auto Fire Sprinkler	87,500.00	87,500.00			87,500.00	100%		4,375.00
11	BP #11 - Mechanical - AMC Mechanical	1,039,785.27	1,039,785.27			1,039,785.27	100%		51,989.26
12	BP #12 - Electrical - Van Maanen Electric	1,031,756.78	1,030,151.46	1,605.93		1,031,757.39	100%	(0.61)	51,587.87
13	BP #13 - Site Paving - Nehring	241,494.00	241,494.00			241,494.00	100%		12,074.70
14	BP #14 - Landscaping - Miner Hardscape	154,970.00						154,970.00	
	Prime Contractors Total	$ 9,301,296.75	$ 9,052,379.02	$ 6,052.68		$ 9,058,431.70	97%	242,865.05	452,921.59
	WEITZ TOTAL	**1,142,074.80**	**1,122,194.50**	**12,293.00**		**1,134,487.50**	**99%**	**7,587.30**	

WHITFIELD & EDDY LAW

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

March 12, 2024

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

Invoice: 329095
Client: 176170
Matter: 0101
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through February 29, 2024

RE: City Of Grimes - General

Total Professional Services	$ 40,561.00
Total Costs	$ 1,645.00
TOTAL CURRENT INVOICE	**$ 42,206.00**

WHITFIELD & EDDY LAW

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

March 12, 2024

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

Invoice:	329093
Client:	176170
Matter:	0014
Billing Attorney:	TIH

INVOICE SUMMARY

For Professional Services Rendered through February 29, 2024

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

Total Professional Services	$ 3,094.00
Total Costs	$ .00
TOTAL CURRENT INVOICE	**$ 3,094.00**

WHITFIELD & EDDY LAW

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

March 12, 2024

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

Invoice:	329092
Client:	176170
Matter:	0013
Billing Attorney:	TIH

INVOICE SUMMARY

For Professional Services Rendered through February 29, 2024

RE: UVW Investments, LLC and Sinclair, James A. (Nuisance Enforcement)

Total Professional Services	$ 437.50
Total Costs	$ .00
TOTAL CURRENT INVOICE	**$ 437.50**

WHITFIELD & EDDY LAW

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

March 12, 2024

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

Invoice: 329091
Client: 176170
Matter: 0011
Billing Attorney: TIH

INVOICE SUMMARY

For Professional Services Rendered through February 29, 2024

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

Total Professional Services	$ .00
Total Costs	$ 98.20
TOTAL CURRENT INVOICE	**$ 98.20**

WHITFIELD & EDDY LAW

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

March 12, 2024

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

Invoice:	329090
Client:	176170
Matter:	0009
Billing Attorney:	TIH

INVOICE SUMMARY

For Professional Services Rendered through February 29, 2024

RE: Firefighters Union Matters

Total Professional Services	$ 117.50
Total Costs	$ .00
TOTAL CURRENT INVOICE	**$ 117.50**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: 3/26/2024 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: 02/03/2024 Through: 02/28/2024

Contract Summary

Original Contract Amount:	$ 84,800.00		
Net change by Change Orders:	$ 32,500.00		
Contract Amount to Date: (line 1 ± 2)		$ 117,300.00	
Total completed and stored to date:	$ 94,409.82		
Retainage: 5 % of Completed Work:			
Total Earned less Retainage:		$ 94,409.82	
Less previous applications for payment:		$ 84,800.00	
SUBTOTAL			$ 9,609.82
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 9,609.82
Balance to finish, including retainage:		$ 22,890.18	
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

Nicholle Jungren
Signature Date 03/14/2024

City of Grimes Staff Approval:

Signature Date 3-21-24

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

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	February 27, 2024	$ 7,490.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 84,800.00**

Record of Change Orders

No.	Date	Amount
1	January 23, 2024	$ 32,500.00
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TOTAL **$ 32,500.00**

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:	-

MSA

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

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.

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

Invoice No:	002943
Invoice Date:	3/15/2024
Invoice Terms:	Due upon receipt
Project No:	R09410023.00
Project Manager:	Nichole Sungren
Client Liaison:	Nichole Sungren

From January 09, 2024 To February 28, 2024

R09410023.00 Grimes IA Little Beaver Water Main CRS

Grimes IA Little Beaver Water Main CRS

R09410023.00.100; Construction Adminstration

Subtotal	**9,609.82**

Invoice subtotal	9,609.82
Total	**9,609.82**

Construction Contract: $32,500.00

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

CITY OF GRIMES

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

Date of Council Meeting: March 26, 2024 **PAYMENT REQUEST #** 12

PAYMENT PERIOD: From: December 1, 2023 Through: February 29, 2024

Contract Summary

Original Contract Amount:	$ 793,500.00			
Net change by Change Orders:	$ 456,800.00			
Contract Amount to Date: (line 1 ± 2)		$ 1,250,300.00		
Total completed and stored to date:	$ 1,002,473.38			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 1,002,473.38		
Less previous applications for payment:		$ 984,193.53		
SUBTOTAL			$	18,279.85
OTHER CHARGES (Attach an itemized list)				
CURRENT PAYMENT DUE			$	18,279.85
Balance to finish, including retainage:		$ 247,826.62		
Contract Time Remaining (If applicable)	- Working Days			

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Foth Infrastructure & Environment, LLC

Firm Name

Signature 3/18/2024

Date

City of Grimes Staff Approval:

Signature 3-21-24

Date

City of Grimes Council Approval:

Council 3-26-24

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	October 11, 2022	$ 49,535.72
2	November 8, 2022	$ 63,095.74
3	December 13, 2022	$ 41,561.07
4	January 10, 2023	$ 65,878.59
5	March 14, 2023	$ 170,495.20
6	April 18, 2023	$ 73,807.58
7	May 9, 2023	$ 92,306.00
8	June 27, 2023	$ 96,996.39
9	July 11, 2023	$ 89,777.20
10	November 14, 2023	$ 196,404.04
11	December 26, 2023	$ 44,336.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 984,193.53**

Record of Change Orders

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

Contract Time Remaining

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

Invoice

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

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

March 18, 2024
Project No: 0022G020.02
Invoice No: 89042

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

Invoice Total USD 3,925.26

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

Professional Services through February 29, 2024

Professional Personnel

	Hours	Rate	Amount
Project Manager I	1.00	180.00	180.00
Project Engineer IV	8.00	190.00	1,520.00
Project Engineer I	1.00	154.00	154.00
Staff Engineer I	9.00	127.00	1,143.00
Technician IV	3.00	125.00	375.00
Technician III	3.50	115.00	402.50
Technician II	1.00	105.00	105.00
Totals	26.50		3,879.50
Total Labor			**3,879.50**

Expenses **45.76**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	3,925.26	84,548.59	88,473.85
Limit			336,300.00
Remaining			247,826.15

Total This Invoice **USD 3,925.26**

Invoice

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

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

February 16, 2024
Project No: 0022G020.02
Invoice No: 88547

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

Invoice Total USD 3,644.24

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

Professional Services through January 31, 2024

Professional Personnel

	Hours	Rate	Amount	
Project Engineer IV	11.50	190.00	2,185.00	
Project Engineer I	3.50	154.00	539.00	
Staff Engineer I	7.00	127.00	889.00	
Totals	22.00		3,613.00	
Total Labor				**3,613.00**

Expenses **31.24**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	3,644.24	80,904.35	84,548.59
Limit			336,300.00
Remaining			251,751.41

Total This Invoice **USD 3,644.24**

Invoice

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

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

January 18, 2024
Project No: 0022G020.02
Invoice No: 88174

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

Invoice Total USD 10,710.35

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

Professional Services through December 31, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Engineer IV	22.50	190.00	4,275.00	
Project Engineer I	14.00	154.00	2,156.00	
Staff Engineer I	4.00	127.00	508.00	
Technician IV	23.00	125.00	2,875.00	
Technician II	7.00	105.00	735.00	
Project Administrator II	1.00	102.00	102.00	
Totals	71.50		10,651.00	
Total Labor				**10,651.00**

Expenses **59.35**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	10,710.35	70,194.00	80,904.35
Limit			336,300.00
Remaining			255,395.65

Total This Invoice **USD 10,710.35**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: March 26, 2024 **PAYMENT REQUEST #** 18

PAYMENT PERIOD: From: January 28, 2024 Through: February 24, 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:	$ 914,836.21		
Retainage: 5 % of Completed Work:			
Total Earned less Retainage:		$ 914,836.21	
Less previous applications for payment:		$ 909,171.68	
SUBTOTAL			$ 5,664.53
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 5,664.53
Balance to finish, including retainage:		$ 715,313.79	
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 March 18, 2024

Date

City of Grimes Staff Approval:

Signature 3-21-24

Date

City of Grimes Council Approval: Council 3-26-24

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
17	February 27, 2024	$ 42,548.84
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Previous Applications for Payment

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TOTAL **$ 909,171.68**

Record of Change Orders

No.	Date	Amount
1	August 8, 2023	$ 461,500.00
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TOTAL **$ 461,500.00**

Contract Time Remaining

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

1360 NW 121st Street
Clive, IA 50325

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

February 24, 2024
Project No: 0000211186-040
Invoice No: 150849
Due Date: March 25, 2024

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

Professional Services from January 28, 2024 to February 24, 2024

Phase 600 Construction Contract Administration

	Hours	Rate	Amount	
Administrative Assistant	.25	85.00	21.25	
Engineer I	7.00	125.00	875.00	
Principal	.50	270.00	135.00	
Project Manager III	4.50	230.00	1,035.00	
Totals	12.25		2,066.25	
Total Labor				**2,066.25**

Consultants

Krishna Engineering Consultants, Inc.			888.33	
Total Consultants			**888.33**	**888.33**

Total this Phase **$2,954.58**

Phase 851 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**

	Current	Prior	To-Date	
Total Billings	3,325.83	335,762.94	339,088.77	
Contract Limit (not-to-exceed)			613,100.00	
Contract Limit Remaining			274,011.23	

Total Due this Invoice **$3,325.83**

Outstanding Invoices

Number	Date	Balance
149767	12/31/2023	17,162.97
150284	1/27/2024	7,016.82
Total		**24,179.79**

1360 NW 121st Street
Clive, IA 50325

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

February 29, 2024
Project No: 0000211186-020
Invoice No: 150858
Due Date: March 30, 2024

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

Professional Services from January 28, 2024 to February 24, 2024

Phase 501 Final Design Phase

	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	46,844.45	46,993.20	
Contract Limit (not-to-exceed)			168,350.00	
Contract Limit Remaining			121,356.80	
		Total this Phase		**$148.75**

Phase 851 Project Administration

	Hours	Rate	Amount	
Project Manager III	.75	230.00	172.50	
Project Coordinator	.75	135.00	101.25	
Totals	1.50		273.75	
Total Labor				**273.75**

	Current	Prior	To-Date	
Total Billings	273.75	7,711.25	7,985.00	
Contract Limit (not-to-exceed)			10,000.00	
Contract Limit Remaining			2,015.00	
		Total this Phase		**$273.75**
		Total Due this Invoice		**$422.50**

Outstanding Invoices

Number	Date	Balance
150272	1/31/2024	270.00
Total		**270.00**

1360 NW 121st Street
Clive, IA 50325

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

February 24, 2024
Project No: 0000211186-030
Invoice No: 150859
Due Date: March 25, 2024

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

Professional Services from January 28, 2024 to February 24, 2024

Phase 600 Construction Contract Administration

	Hours	Rate	Amount
Principal	.50	270.00	135.00
Project Manager III	.50	230.00	115.00
Totals	1.00		250.00
Total Labor			**250.00**

	Current	Prior	To-Date
Total Billings	250.00	14,691.87	14,941.87
Contract Limit (not-to-exceed)			75,000.00
Contract Limit Remaining			60,058.13

Total this Phase **$250.00**

Phase 700 Construction Survey

	Hours	Rate	Amount
Project Manager I	2.00	185.00	370.00
Crew Chief	11.00	135.00	1,485.00
Totals	13.00		1,855.00
Total Labor			**1,855.00**

Mileage (.90 p/mile) **61.20**

	Current	Prior	To-Date
Total Billings	1,916.20	0.00	1,916.20
Contract Limit (not-to-exceed)			12,500.00
Contract Limit Remaining			10,583.80

Total this Phase **$1,916.20**

Phase 851 Project Administration

	Hours	Rate	Amount
Principal	.50	270.00	135.00
Project Manager III	.50	230.00	115.00

Project	0000211186-030	Grimes Phase 1A N James St Feeder Main			Invoice	150859
Project Coordinator		.50	135.00	67.50		
Totals		1.50		317.50		
Total Labor						**317.50**

	Current	Prior	To-Date
Total Billings	317.50	8,074.95	8,392.45
Contract Limit (not-to-exceed)			10,000.00
Contract Limit Remaining			1,607.55

Total this Phase	**$317.50**
Total Due this Invoice	**$2,483.70**

Outstanding Invoices

Number	Date	Balance
149777	12/31/2023	2,587.50
150273	1/31/2024	2,763.75
Total		**5,351.25**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: March 26, 2024 **PAYMENT REQUEST #** 16
PAYMENT PERIOD: From: January 28, 2024 Through: February 24, 2024

Contract Summary

Original Contract Amount:	$ 55,000.00			
Net change by Change Orders:	$ 195,000.00			
Contract Amount to Date: (line 1 ± 2)		$ 250,000.00		
Total completed and stored to date:	$ 225,669.79			
Retainage: 5 % of Completed Work:				
Total Earned less Retainage:		$ 225,669.79		
Less previous applications for payment:		$ 223,577.29		
SUBTOTAL			$	2,092.50
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	2,092.50
Balance to finish, including retainage:		$ 24,330.21		
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 March 18, 2024
Date

City of Grimes Staff Approval:
Signature 3-21-24
Date

City of Grimes Council Approval:
Signature Council 3-26-24
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	$ 1,971.03
14	Decmber 12, 2023	$ 5,440.79
15	February 27, 2024	$ 1,434.06
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Previous Applications for Payment

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TOTAL **$ 223,577.29**

Record of Change Orders

No.	Date	Amount
1	November 8, 2022	$ 195,000.00
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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

February 24, 2024
Project No: 2022000892-000
Invoice No: 150844
Due Date: March 25, 2024

Project 2022000892-000 Grimes North Jordan Well Repairs

Professional Services from January 28, 2024 to February 24, 2024

Phase 163 Project Administration

	Hours	Rate	Amount	
Principal	1.00	270.00	270.00	
Project Coordinator	1.50	135.00	202.50	
Totals	2.50		472.50	
Total Labor				**472.50**
		Total this Phase		**$472.50**

Phase 200 Evaluation of Existing Conditions

	Hours	Rate	Amount	
Engineering Technician II	7.00	135.00	945.00	
Totals	7.00		945.00	
Total Labor				**945.00**
		Total this Phase		**$945.00**

Phase 850 Coordination with Suppliers & Contractors

	Hours	Rate	Amount	
Principal	2.50	270.00	675.00	
Totals	2.50		675.00	
Total Labor				**675.00**
		Total this Phase		**$675.00**
		Total Due this Invoice		**$2,092.50**

Outstanding Invoices

Number	Date	Balance
149563	12/31/2023	725.31
150288	1/27/2024	708.75
Total		**1,434.06**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title:	2023 CIPP Lining Program		
Contractor:	Foth Infrastructure & Environment, LLC		
Address:	8191 Birchwood Court, Suite L, Johnston, IA 50131		
Finance Budget Code:	335-815-6407	***Finance Project #***	
Vendor Project or Invoice #:	23G028.00	***PO #***	
Original Contract Date:	September 12, 2023	***Vendor #***	2972

Date of Council Meeting: March 26, 2024 **PAYMENT REQUEST #** 1

PAYMENT PERIOD: From: September 12, 2023 Through: January 31, 2024

Contract Summary

Original Contract Amount:	$ 33,000.00			
Net change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 33,000.00		
Total completed and stored to date:	$ 32,810.00			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 32,810.00		
Less previous applications for payment:		$ -		
SUBTOTAL			$	32,810.00
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	32,810.00
Balance to finish, including retainage:		$ 190.00		
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: Foth Infrastructure & Environment, LLC

Firm Name

John C. Dahm 03/18/2024

Signature Date

City of Grimes Staff Approval:

Matt Ahrens 3-21-24

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

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Previous Applications for Payment

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TOTAL **$ -**

Record of Change Orders

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TOTAL **$ -**

Contract Time Remaining

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

Invoice

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

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

March 13, 2024
Project No: 0023G028.00
Invoice No: 88949

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

Invoice Total USD 3,463.50

Project 0023G028.00 2023 CIPP Lining Program

Professional Services through January 31, 2024

Professional Personnel

	Hours	Rate	Amount	
Project Manager II	6.00	208.00	1,248.00	
Project Engineer IV	8.50	197.00	1,674.50	
Project Engineer II	.50	172.00	86.00	
Staff Engineer II	1.50	142.00	213.00	
Totals	16.50		3,221.50	
Total Labor				**3,221.50**
Expenses				**242.00**
Total Expenses				

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	3,463.50	29,346.50	32,810.00
Limit			33,000.00
Remaining			190.00

Total This Invoice USD 3,463.50

Invoice

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

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

January 29, 2024
Project No: 0023G028.00
Invoice No: 88318

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

Invoice Total USD 11,174.00

Project 0023G028.00 2023 CIPP Lining Program

Professional Services through December 31, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager II	7.00	202.00	1,414.00	
Project Engineer III	44.50	178.00	7,921.00	
Project Engineer II	2.00	166.00	332.00	
Staff Engineer II	11.00	137.00	1,507.00	
Totals	64.50		11,174.00	
Total Labor				**11,174.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	11,174.00	18,172.50	29,346.50
Limit			33,000.00
Remaining			3,653.50

Total This Invoice USD 11,174.00

Invoice

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

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

January 11, 2024
Project No: 0023G028.00
Invoice No: 87996

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

Invoice Total USD 18,172.50

Project 0023G028.00 2023 CIPP Lining Program

Professional Services through November 30, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager IV	3.00	228.00	684.00	
Project Manager II	2.50	202.00	505.00	
Project Engineer III	21.50	178.00	3,827.00	
Project Engineer II	25.00	166.00	4,150.00	
Staff Engineer II	32.50	137.00	4,452.50	
Technician II	42.40	105.00	4,452.00	
Project Administrator II	1.00	102.00	102.00	
Totals	127.90		18,172.50	
Total Labor				**18,172.50**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	18,172.50	0.00	18,172.50	
Limit			33,000.00	
Remaining			14,827.50	
		Total This Invoice		**USD 18,172.50**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: March 26, 2024 **PAYMENT REQUEST #** 6

PAYMENT PERIOD: From: September 1, 2023 Through: January 31, 2024

Contract Summary

Original Contract Amount:	$ 17,800.00			
Net change by Change Orders:	$ 4,500.00			
Contract Amount to Date: (line 1 ± 2)		$ 22,300.00		
Total completed and stored to date:	$ 22,134.40			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 22,134.40		
Less previous applications for payment:		$ 20,229.40		
SUBTOTAL			$	1,905.00
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	1,905.00
Balance to finish, including retainage:		$ 165.60		
Contract Time Remaining (If applicable)	- WORKING DAYS			

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Foth Infrastructure & Environment, LLC

Firm Name

Signature 03/18/2024

Date

City of Grimes Staff Approval:

Signature 3-21-24

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: 3/13/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	December 27, 2022	$ 4,708.00
2	March 14, 2023	$ 5,451.00
3	May 9, 2023	$ 5,721.00
4	July 25, 2023	$ 3,008.40
5	October 10, 2023	$ 1,341.00
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Previous Applications for Payment

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TOTAL **$ 20,229.40**

Record of Change Orders

No.	Date	Amount
1	May 23, 2023	$ 4,500.00
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TOTAL **$ 4,500.00**

Contract Time Remaining

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

Invoice

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

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

January 11, 2024
Project No: 0022G040.01
Invoice No: 87995

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

Invoice Total USD 1,291.50

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

Professional Services through November 30, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager III	.50	216.00	108.00	
Project Engineer I	1.50	154.00	231.00	
Staff Engineer I	7.50	127.00	952.50	
Totals	9.50		1,291.50	
Total Labor				**1,291.50**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	1,291.50	20,229.40	21,520.90	
Limit			22,300.00	
Remaining			779.10	
		Total This Invoice		**USD 1,291.50**

Invoice

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

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

March 13, 2024
Project No: 0022G040.01
Invoice No: 88948

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

Invoice Total USD 613.50

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

Professional Services through January 31, 2024

Professional Personnel

	Hours	Rate	Amount	
Project Engineer IV	1.50	197.00	295.50	
Project Engineer I	2.00	159.00	318.00	
Totals	3.50		613.50	
Total Labor				**613.50**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	613.50	21,520.90	22,134.40	
Limit			22,300.00	
Remaining			165.60	
		Total This Invoice		**USD 613.50**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: March 26, 2024 **PAYMENT REQUEST #** 10

PAYMENT PERIOD: From: September 1, 2023 Through: January 31, 2024

Contract Summary

Original Contract Amount:	$ 124,200.00			
Net change by Change Orders:	$ 84,000.00			
Contract Amount to Date: (line 1 ± 2)		$ 208,200.00		
Total completed and stored to date:	$ 157,365.08			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 157,365.08		
Less previous applications for payment:		$ 121,110.52		
SUBTOTAL			$	36,254.56
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	36,254.56
Balance to finish, including retainage:		$ 50,834.92		
Contract Time Remaining (If applicable)	- WORKING DAYS			

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Foth Infrastructure & Environment, LLC

Firm Name

Signature 03/18/2024

Date

City of Grimes Staff Approval:

Signature 3-21-24

Date

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 26, 2022	$ 10,066.91
2	August 23, 2022	$ 49,409.76
3	September 27, 2022	$ 9,935.00
4	November 8, 2022	$ 6,724.00
5	December 13, 2022	$ 13,709.00
6	February 28, 2023	$ 3,510.00
7	April 25, 2023	$ 11,902.00
8	July 25, 2023	$ 13,727.50
9	October 10, 2023	$ 2,126.35
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 121,110.52**

Record of Change Orders

No.	Date	Amount
1	November 14, 2023	$ 84,000.00
2		
3		
4		
5		
6		
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14		
15		
16		
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18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **$ 84,000.00**

Contract Time Remaining

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

Invoice

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

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

March 13, 2024
Project No: 0022G009.00
Invoice No: 88947

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

Invoice Total USD 6,315.52

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

Professional Services through January 31, 2024

Professional Personnel

	Hours	Rate	Amount	
Project Manager II	8.00	208.00	1,664.00	
Project Engineer II	9.00	172.00	1,548.00	
Staff Engineer II	1.50	142.00	213.00	
Staff Engineer I	6.50	131.00	851.50	
Technician II	17.50	109.00	1,907.50	
Project Administrator II	1.00	106.00	106.00	
Totals	43.50		6,290.00	
Total Labor				**6,290.00**

Expenses **25.52**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	6,315.52	151,049.56	157,365.08
Limit			208,200.00
Remaining			50,834.92

Total This Invoice **USD 6,315.52**

Invoice

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

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

January 29, 2024
Project No: 0022G009.00
Invoice No: 88315

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

Invoice Total USD 11,273.44

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

Professional Services through December 31, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager II	2.00	202.00	404.00	
Project Manager I	2.00	180.00	360.00	
Project Engineer II	29.00	166.00	4,814.00	
Staff Engineer II	12.70	137.00	1,739.90	
Technician VIII	.50	165.00	82.50	
Technician IV	1.00	125.00	125.00	
Technician II	35.00	105.00	3,675.00	
Totals	82.20		11,200.40	
Total Labor				**11,200.40**

Expenses **73.04**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	11,273.44	139,776.12	151,049.56
Limit			208,200.00
Remaining			57,150.44

Total This Invoice **USD 11,273.44**

Invoice

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

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

January 11, 2024
Project No: 0022G009.00
Invoice No: 87994

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

Invoice Total USD 18,665.60

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

Professional Services through November 30, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager II	8.00	202.00	1,616.00	
Project Manager I	6.00	180.00	1,080.00	
Project Engineer II	34.00	166.00	5,644.00	
Staff Engineer II	6.50	137.00	890.50	
Technician VIII	2.50	165.00	412.50	
Technician V	21.00	135.00	2,835.00	
Technician IV	18.00	125.00	2,250.00	
Land Surveyor IV	16.00	190.00	3,040.00	
Totals	112.00		17,768.00	
Total Labor				**17,768.00**

Expenses **897.60**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	18,665.60	121,110.52	139,776.12	
Limit			208,200.00	
Remaining			68,423.88	
		Total This Invoice		**USD 18,665.60**

SVPA ARCHITECTS

www.svpa-architects.com
Phone 515.327.5990

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

2023671L AP

370.150.6490

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

March 6, 2024
Project No: 23012.00
Invoice No: 0039327

PAID

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

Project 23012.00 City of Grimes - Grimes Fire Station
janderson@grimesiowa.gov
angie@sidekickdevelopment.com
accountspayable@grimesiowa.gov

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

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

Professional Services from January 29, 2024 to March 3, 2024

Phase 01 Programming

Fee

Billing Phase	Fee	Percent Complete	Earned
Programming	11,900.00	100.00	11,900.00
Schematic Design	107,100.00	100.00	107,100.00
Design Development	107,100.00	100.00	107,100.00
Construction Documents	220,150.00	0.00	0.00
Bidding/Negotiation	17,850.00	0.00	0.00
Construction Administration	130,900.00	0.00	0.00
Amendment #1: Library	12,400.00	77.00	9,548.00
Total Fee	607,400.00		235,648.00
		Previous Fee Billing	160,678.00
		Current Fee Billing	74,970.00
		Total Fee	**74,970.00**
		Total this Phase	**$74,970.00**

Phase 04 Design Development

Reimbursable Expenses

Printing	154.50	
Mileage & Parking	66.54	
Total Reimbursables	**221.04**	**221.04**

Project	23012.00	City of Grimes - Grimes Fire Station	Invoice	0039327

Unit Billing

Mileage

13.40

Total this Phase **$234.44**

Total this Invoice **$75,204.44**

Billings to Date

	Current	Prior	Total
Fee	74,970.00	160,678.00	235,648.00
Consultant	0.00	8,375.00	8,375.00
Expense	221.04	246.29	467.33
Unit	13.40	146.10	159.50
Totals	**75,204.44**	**169,445.39**	**244,649.83**

Authorized By: Robert F. Ormsby

Robert Ormsby

SVPA ARCHITECTS

www.svpa-architects.com
Phone 515.327.5990

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

2023721 BP
378.150.6490

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

February 5, 2024
Project No: 23012.00
Invoice No: 0039307

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

PAID

Project 23012.00 City of Grimes - Grimes Fire Station
janderson@grimesiowa.gov
angie@sidekickdevelopment.com
accountspayable@grimesiowa.gov

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

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

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

Phase 01 Programming

Fee

Billing Phase	Fee	Percent Complete	Earned
Programming	11,900.00	100.00	11,900.00
Schematic Design	107,100.00	100.00	107,100.00
Design Development	107,100.00	30.00	32,130.00
Construction Documents	220,150.00	0.00	0.00
Bidding/Negotiation	17,850.00	0.00	0.00
Construction Administration	130,900.00	0.00	0.00
Amendment #1: Library	12,400.00	77.00	9,548.00
Total Fee	607,400.00		160,678.00
		Previous Fee Billing	128,548.00
		Current Fee Billing	32,130.00
		Total Fee	**32,130.00**
		Total this Phase	**$32,130.00**

Phase 04 Design Development

Reimbursable Expenses

Printing	1.50	
Mileage & Parking	20.57	
Total Reimbursables	**22.07**	**22.07**

Project	23012.00	City of Grimes - Grimes Fire Station	Invoice	0039307

Unit Billing

Mileage

	29.48
Total this Phase	**$51.55**
Total this Invoice	**$32,181.55**

Billings to Date

	Current	Prior	Total
Fee	32,130.00	128,548.00	160,678.00
Consultant	0.00	8,375.00	8,375.00
Expense	22.07	224.22	246.29
Unit	29.48	116.62	146.10
Totals	**32,181.55**	**137,263.84**	**169,445.39**

Authorized By: Robert F. Ormsby

Robert Ormsby

SVPA ARCHITECTS
www.svpa-architects.com
Phone 515.327.5990
1466 28th Street, Suite 200
West Des Moines, Iowa 50266

PAID

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

March 8, 2024
Project No: 22038.00
Invoice No: 0039395

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

Professional Services from January 29, 2024 to March 3, 2024

Phase 03 Schematic Design

Fee

PO 20236836 BB

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	100.00	45,000.00
Amendment #1	16,500.00	100.00	16,500.00
Total Fee	241,500.00		241,500.00
		Previous Fee Billing	240,600.00
		Current Fee Billing	900.00

367.470.6490

Total Fee		**900.00**
Total this Phase		**$900.00**

Phase 07 Construction Administration

Reimbursable Expenses

Mileage & Parking	107.20	
Total Reimbursables	**107.20**	**107.20**
Total this Phase		**$107.20**
Total this Invoice		**$1,007.20**

Approved JW 3/12

Project	22038.00	GrimesPlex - Grimes, IA	Invoice	0039395

Billings to Date

	Current	Prior	Total
Fee	900.00	240,600.00	241,500.00
Expense	107.20	8,579.72	8,686.92
Unit	0.00	30.52	30.52
Totals	**1,007.20**	**249,210.24**	**250,217.44**

Authorized By: _____

Thad Long

RESOLUTION 03-0824 THE GRIMES CITY COUNCIL ENTERED INTO CONSTRUCTION CONTRACTS FOR THE CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS;

Grimes Resolution No. 03-0824

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 March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 3 (Three)

Application Period: 1/1/2024 to 2/29/2024 **Application Date:** 2/29/2024

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

Application For Payment - Change Order Summary

Approved Change Orders

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

1.	**Original Contract Price**			$ 3,480,000.00
2.	**Net change by Change Orders**			$ -
3.	**Current Contract Price (Line 1 ± 2)**			$ 3,480,000.00
4.	**Total Completed and Stored to Date (Column F on Progress Estimate)**			$ 516,694.00
5.	**Retainage**			
a.	5.0% X $ 499,289.00	**Work Completed**		$ 24,964.45
b.	5.0% X $ 17,405.00	**Stored Material**		$ 870.25
c.	**Early Release of Retainage**			$ -
d.	**Total Retainage (Line 5a + Line 5b - Line 5c)**			$ 25,834.70
6.	**Amount Eligible to Date (Line 4 - Line 5d)**			$ 490,859.30
7.	**Less Previous Payments (Line 6 from prior Application)**			$ 444,689.30
8.	**Amount Due This Application**			$ 46,170.00
9.	**Balance to Finish, Plus Retainage (Column G on Progress Estimate + Line 5 above)**			$ 2,989,140.70

Contractor's Certification

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

By: [signature] Date: 3/5/24

Payment of: $46,170.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: [signature] Digitally signed by Alex M. Potter, PE Date: 2024.03.05 15:48:26-06'00'
(Engineer) (Date)

Payment of: $46,170.00
(Line 8 or other - attach explanation of the other amount)

is approved by: [signature] 3-6-24
(Owner) (Date)

Approved by: _____ _____
Funding Agency (if applicable) (Date)

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Finance Budget Code = 374-810-6499

Vendor # = 4667

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	One (1) 2.0 MG Ground Storage Tank				Application Number:	3 (Three)		
Application Period:	1/1/2024	to	2/29/2024		Application Date:	2/29/2024		
A		B	Work Completed C	Work Completed D	E	F		G
Specification Section Number	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
General Requirements								
1.1	Bonds and Insurance	$ 27,900.00	$ 28,000.00	$ -		$ 28,000.00	100.36%	$ (100.00)
1.2	Tank Design Drawings and Calculations	$ 97,200.00	$ -	$ 48,600.00		$ 48,600.00	50.00%	$ 48,600.00
1.3	Tank Crew Mobilization	$ 256,100.00	$ -	$ -		$ -	0.00%	$ 256,100.00
1.4	Mobilization	$ 112,000.00	$ 27,900.00	$ -		$ 27,900.00	24.91%	$ 84,100.00
Sitework								
2.1	Clear and Grub Site	$ 8,000.00	$ 8,000.00	$ -		$ 8,000.00	100.00%	$ -
2.2	SWPPP Management	$ 14,300.00	$ 4,004.00	$ -		$ 4,004.00	28.00%	$ 10,296.00
2.3	Silt Fence Install/Removal	$ 10,600.00	$ 6,042.00	$ -		$ 6,042.00	57.00%	$ 4,558.00
2.4	Install/Remove Construction Entrance	$ 6,100.00	$ -	$ -		$ -	0.00%	$ 6,100.00
2.5	Relocate Existing Stock Pile and Site Grading	$ 145,700.00	$ 101,990.00	$ -		$ 101,990.00	70.00%	$ 43,710.00
2.6	Tank Excavation	$ 125,200.00	$ -	$ -		$ -	0.00%	$ 125,200.00
2.7	Tank Structual Backfilll Price Adjustment No.1 (35/CY)	$ 52,000.00	$ -	$ -		$ -	0.00%	$ 52,000.00
2.8	Tank Laydown Area, Crane Pads, and Panel Beds	$ 250,500.00	$ -	$ -		$ -	0.00%	$ 250,500.00
2.9	Access RoadSubgrade Improvements	$ 31,500.00	$ -	$ -		$ -	0.00%	$ 31,500.00
2.10	7" PCC Driveway	$ 35,000.00	$ -	$ -		$ -	0.00%	$ 35,000.00
2.11	Final Grading	$ 25,800.00	$ -	$ -		$ -	0.00%	$ 25,800.00
2.12	Seeding	$ 22,600.00	$ -	$ -		$ -	0.00%	$ 22,600.00
Utility Work								
3.1	Provide and Install 16" DIP Inlet Piping	$ 106,500.00	$ 91,590.00	$ -		$ 91,590.00	86.00%	$ 14,910.00
3.2	Provide and Install 24" DIP Inlet/Outlet Piping	$ 215,300.00	$ 178,699.00	$ -		$ 178,699.00	83.00%	$ 36,601.00
3.3	Storm Sewer Work	$ 18,600.00	$ 4,464.00	$ -		$ 4,464.00	24.00%	$ 14,136.00
Prestressed Concrete Tank								
Form, Reinforce & Pour Floor								
4.1	Footing Forms	$ 46,500.00	$ -	$ -		$ -	0.00%	$ 46,500.00
4.2	Reinforcing	$ 108,500.00	$ -	$ -		$ -	0.00%	$ 108,500.00
4.3	Place Floor/Footing Concrete	$ 155,000.00	$ -	$ -		$ -	0.00%	$ 155,000.00

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A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
Walls								
4.4	Install Beds	$ 41,400.00	$ -	$ -		$ -	0.00%	$ 41,400.00
4.5	Form/Reinforce/Pour Panels	$ 186,000.00	$ -	$ -		$ -	0.00%	$ 186,000.00
4.6	Erect Panels	$ 103,400.00	$ -	$ -		$ -	0.00%	$ 103,400.00
4.7	Joints and Curbs	$ 41,400.00	$ -	$ -		$ -	0.00%	$ 41,400.00
4.8	Shotcrete Diaphragm	$ 41,400.00	$ -	$ -		$ -	0.00%	$ 41,400.00
Dome								
4.9	Erect Shoring	$ 74,000.00	$ -	$ -		$ -	0.00%	$ 74,000.00
4.10	Erect Formwork	$ 55,500.00	$ -	$ -		$ -	0.00%	$ 55,500.00
4.11	Reinforcing	$ 129,400.00	$ -	$ -		$ -	0.00%	$ 129,400.00
4.12	Place Dome Concrete	$ 37,000.00	$ -	$ -		$ -	0.00%	$ 37,000.00
4.13	Remove Formwork	$ 55,500.00	$ -	$ -		$ -	0.00%	$ 55,500.00
Prestress								
4.14	Prestress	$ 86,700.00	$ -	$ -		$ -	0.00%	$ 86,700.00
4.15	Wire Coat	$ 36,200.00	$ -	$ -		$ -	0.00%	$ 36,200.00
4.16	Body Coat	$ 32,500.00	$ -	$ -		$ -	0.00%	$ 32,500.00
4.17	Final Coat	$ 7,300.00	$ -	$ -		$ -	0.00%	$ 7,300.00
Miscellaneous								
4.18	Tank Pipe, Fittings & Appurtenances	$ 76,000.00	$ -	$ -		$ -	0.00%	$ 76,000.00
4.19	Ladder/ Vent/ Hatch/ Misc Metals	$ 59,000.00	$ -	$ -		$ -	0.00%	$ 59,000.00
4.20	Paint	$ 43,000.00	$ -	$ -		$ -	0.00%	$ 43,000.00
4.21	Mixing System	$ 38,000.00	$ -	$ -		$ -	0.00%	$ 38,000.00
Electrical								
5.1	Electrical Work	$ 335,400.00	$ -	$ -	$ 17,405.00	$ 17,405.00	5.19%	$ 317,995.00
Architechtual Treatment								
6.1	Install Brick Pilasters	$ 130,000.00	$ -	$ -		$ -	0.00%	$ 130,000.00
Approved Project Change Orders								
	Total	$ 3,480,000.00	$ 450,689.00	$ 48,600.00	$ 17,405.00	$ 516,694.00	14.85%	$ 2,963,306.00

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Stored Material Summary

Contractor's Application

For (Contract):	One (1) 2.0 MG Ground Storage Tank						Application Number:	3 (Three)	
Application Period:	1/1/2024	to	2/29/2024				Application Date:	2/29/2024	

A	B	C		D		E		F		G
				Stored Previously				Incorporated in Work		
Specification Section / Bid Item No.	Supplier Invoice Number	Description of Materials or Equipment Stored	Storage Location	Date Placed into Storage (Month/Year)	Amount ($)	Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Date (Month/ Year)	Amount ($)	Materials Remaining in Storage ($) (D + E - F)
5.1	-	THHN Wire	Newton, IA	Nov-2023	$ 17,405.00	$ -	$ 17,405.00			$ 17,405.00
					$ -		$ -			$ -
					$ -		$ -			$ -
					$ -		$ -			$ -
					$ -		$ -			$ -
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					$ -		$ -			$ -
					$ -		$ -			$ -
					$ -		$ -			$ -
		Totals			$ 17,405.00	$ -	$ 17,405.00		$ -	$ 17,405.00

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Partial Pay Estimates Paid-to-Date

Contractor's Application

For (Contract):	Grimes Ground Storage Reservoir One (1) 2.0 MG Ground Storage Tank					**Application Number:**	3 (Three)
						Application Date:	2/29/2024
Application Period:	From:	1/1/2024	To:	2/29/2024	**Contractor:**	Preload LLC 4000 Tower Rd., Louisville, KY 40219	

Original Contract Amount: $ 3,480,000.00

Approved Change Orders:

Number	Date	Amount

Revised Contract Amount: $ 3,480,000.00

Pay Estimates Paid-to-Date

Pay Estimate Number	Date	Amount
01	12/12/2023	$ 183,673.95
02	1/23/2024	$ 261,015.35
03		

Total Estimates Paid to Date: $ 444,689.30

Total Construction Cost: $ 444,689.30

McCLURE

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

Project Name: Grimes Public Library
Project # X237400
Date: 3/7/2024

350-410-6499

PRIME VOLUME SUMMARY – Amount Due

Performance Contracting - $2,229.41

X237401

Performance Contracting, Inc.
3405 SE Crossroads Drive
Suites G, H, J, K, L, M
Grimes, IA 50111

Phone:515-986-3677 Fax:

Progress Billing

Invoice Number: 01IN-0516967

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

Invoice Date	Terms
February 20,2024	Net 30 (AR)
PCI Branch	**PCI Project Number**
587	22-02722
PCI Customer No	**Customer Contract No.**
01-102465	

Project name	Draw Number	Period	Customers Project No.	Retention 0.00%
GRIMES LIBRARY	16	02/01/24 - 02/29/24	Purchase Order No.	

Original Contract Amount			1,480,220.00
Change orders 0 thru 8			46,082.65
Revised Contract Amount			1,526,302.65
Previously Billed			1,518,675.65
This Period			2,346.75
Total To-Date	99.654%		1,521,022.40
Less Retention	5%	(	76,051.12)
Sub-Total			**1,444,971.28**
Less Previous Invoices		(	1,442,741.87)
TOTAL AMOUNT DUE THIS INVOICE:			**2,229.41**

Remit to: Performance Contracting Group, Inc.

BOX 872346
Kansas City, MO 64187

Performance Contracting, Inc.
3405 SE Crossroads Drive
Suites G, H, J, K, L, M
Grimes, IA 50111

APPLICATION FOR PAYMENT

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

PROJECT: GRIMES LIBRARY
SCOPE:

DRAW NUMBER:	16
PERIOD TO:	02/29/24
CUSTOMERS PROJECT NO:	
PO NO:	
INVOICE NUMBER:	01IN-0516967
INVOICE DATE:	02/20/24

Application is made for payment, as shown below

1. ORIGINAL CONTRACT SUM		1,480,220.00
2. Net Change By Change Orders		46,082.65
3. CONTRACT SUM TO DATE (Line 1 +/- 2)		1,526,302.65
4. TOTAL COMPLETED & STORED TO DATE (Column C7 on SOV)		1,521,022.40
5. RETAINAGE		
a. 0.00 % of Completed Work (Columns C4+C5 on SOV)	76,051.12	
b. 0.00 % of Stored Material (Column C6 on SOV)	0.00	
Total Retainage(Line 5a + 5b or Total in Column C10 of SOV)		76,051.12
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		1,444,971.28
7. LESS PREVIOUS CERTFIFCATES FOR PAYMENT (Line 6 from prior Certificate)		1,442,741.87
8. SALES TAX		0.00
9. CURRENT PAYMENT DUE		2,229.41
10. BALANCE TO FINISH, INCLUDING RETAINAGE		81,331.37

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	43,735.90	0.00
Total approved this Month	2,346.75	0.00
TOTALS	46,082.65	0.00
NET CHANGES by Change Order		46,082.65

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

By: Willy Leos Date : 2/23/2024

State of: MO

County of: Jackson

Subscribed and sworn to before me this 23rd day of February, 2024

Notary Public: Alia Trenary
My Commission expires: 11-4-24

ALIA TRENARY
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES NOVEMBER 4, 2024
JACKSON COUNTY
COMMISSION #16373485

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.....$ _____

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

ARCHITECT:

By:_____ Date: _____

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

Performance Contracting, Inc.
3405 SE Crossroads Drive
Suites G, H, J, K, L, M
Grimes, IA 50111

Progress Invoice

Project: GRIMES LIBRARY
Customer: THE WEITZ COMPANY

Invoice Number: 01IN-0516967
Draw Number: 16
Billing Period: 02/01/24 thru 02/29/24

Invoice Date: 02/20/24
PCI Project Number: 22-02722
Customer Project/PO:

C1	C2	C3	C4	C5		C6	C7	C8	C9	C10	C11	C12
			WORK COMPLETED			MATERIALS STORED ON SITE (NOT IN C4 OR C5)	TOTAL COMPLETED & STORED ON SITE TO DATE (C4+C5+C6)	% (C7/C3)				
Activity ID	DESCRIPTION OF WORK	SCHEDULED VALUE	From previous application	This period					BALANCE TO FINISH (C3-C7)	RETAINAGE	SALES TAX	NET BILLINGS
				Billed	%							
	Mobilization	**9,800.00**	9,800.00	0.00	0.00%	0.00	**9,800.00**	100.00%	0.00	490.00	0.00	0.00
	CO #6	**1,198.65**	1,198.65	0.00	0.00%	0.00	**1,198.65**	100.00%	0.00	59.93	0.00	0.00
	Submittals	**26,500.00**	26,500.00	0.00	0.00%	0.00	**26,500.00**	100.00%	0.00	1,325.00	0.00	0.00
	P&P Bond	**14,665.00**	14,665.00	0.00	0.00%	0.00	**14,665.00**	100.00%	0.00	733.25	0.00	0.00
	Patching/Touchup	**10,000.00**	4,719.75	0.00	0.00%	0.00	**4,719.75**	47.20%	5,280.25	235.99	0.00	0.00
	Ext Framing	**537,977.00**	537,977.00	0.00	0.00%	0.00	**537,977.00**	100.00%	0.00	26,898.85	0.00	0.00
	Interior Framing	**154,420.00**	154,420.00	0.00	0.00%	0.00	**154,420.00**	100.00%	0.00	7,721.00	0.00	0.00
	Drywall/Insulation	**231,378.00**	231,378.00	0.00	0.00%	0.00	**231,378.00**	100.00%	0.00	11,568.90	0.00	0.00
	Taping	**69,792.00**	69,792.00	0.00	0.00%	0.00	**69,792.00**	100.00%	0.00	3,489.60	0.00	0.00
	Acoustical/Spec Ceil	**130,430.00**	130,430.00	0.00	0.00%	0.00	**130,430.00**	100.00%	0.00	6,521.50	0.00	0.00
	Wall Coverings/Paint	**281,558.00**	281,558.00	0.00	0.00%	0.00	**281,558.00**	100.00%	0.00	14,077.90	0.00	0.00
	CO#1 Bid Alts 4&6	**13,700.00**	13,700.00	0.00	0.00%	0.00	**13,700.00**	100.00%	0.00	685.00	0.00	0.00
	CO#2 ASI 06	**7,211.00**	7,211.00	0.00	0.00%	0.00	**7,211.00**	100.00%	0.00	360.55	0.00	0.00
	CO#3 Mult COR's	**16,741.03**	16,741.03	0.00	0.00%	0.00	**16,741.03**	100.00%	0.00	837.05	0.00	0.00
	CO#4 Door Re-Frame	**2,136.02**	2,136.02	0.00	0.00%	0.00	**2,136.02**	100.00%	0.00	106.80	0.00	0.00
	CO#5 Mult COR's	**5,591.74**	5,591.74	0.00	0.00%	0.00	**5,591.74**	100.00%	0.00	279.59	0.00	0.00
	CO#7 Mult. COR's	**10,857.46**	10,857.46	0.00	0.00%	0.00	**10,857.46**	100.00%	0.00	542.87	0.00	0.00
	CO#8	**2,346.75**	0.00	2,346.75	100.00%	0.00	**2,346.75**	100.00%	0.00	117.34	0.00	2,229.41
	Project Total	**1,526,302.65**	**1,518,675.65**	**2,346.75**	**0.15%**	**0.00**	**1,521,022.40**	**99.65%**	**5,280.25**	**76,051.12**	**0.00**	**2,229.41**

WEITZ

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

Project Name: Grimes Public Library
Project # X237400
Date: 3/7/2024

350-410-6499

PRIME VOLUME SUMMARY – Amount Due

Van Maanen Electric - $1,525.63

G702/ CMA APPLICATION AND CERTIFICATION For Payment

To: City of Grimes
101 NE Harvey Street
Grimes, IA 50111
kara.devenney@weitz.com

From: Van Maanen Electric Inc
500 Iowa Speedway Drive
Newton, IA 50208

PROJECT: Grimes Public Library Complex Phase 2

VIA Achitect Invision

Application No: 23
Application Date: 2/20/2024
Period From: 2/1/2024
Period To: 2/28/2024
Contract Date:

Distribution to:
☐ OWNER
☐ CONSTRUCTION MGR
☐ ARCHITECT
☐ CONTRACTOR
☐ OTHER

2075

APPLICATION FOR PAYMENT

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

Continuation Sheet, AIA Document G703, is attached.

1 ORIGINAL CONTRACT SUM		$ 977,086.00
2 Net Change by Change Orders		$ 54,670.78
3 CONTRACT SUM TO DATE		$ 1,031,756.78
4 TOTAL COMPLETED AND STORED TO DATE		$ 1,031,756.78
5 RETAINAGE:		
a. 5% of Completed work	$ 51,587.84	
b. 5% of Stored Material	$ -	
TOTAL RETAINAGE		$ 51,587.84
6 TOTAL EARNED LESS RETAINAGE		$ 980,168.94
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT		$ 978,643.31
8 CURRENT PAYMENT DUE		$ 1,525.63
9 BALANCE TO FINISH, INCLUDING RETAINAGE		$ 51,587.84

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous	$ 48,753.89	$ -
months by owner	$ 4,310.96	
Total approval this Month	$ 1,605.93	$ -
TOTALS	$ 54,670.78	$ -
NET CHANGES by Change Order	$ 54,670.78	

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

CONTRACTOR: Van Maanen Electric, Inc
By: _____ Date: 2/20/24
Nathan Van Maanen, President
State of: Iowa County of: Jasper
Subscribed and sworn before me this 20th day of February, 2024

Nathan Van Maanen President personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her Knowledge and belief.

Notary Public: _____ My Commision expires: 10/30/2024

CERTIFICATION FOR PAYMENT

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

AMOUNT CERTIFIED

CONSTRUCTION MANAGER:
By: _____ Date: _____

ARCHITECT:
By: _____ Date: _____

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

CAUTION: You should use an original document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced

NOTARIAL SEAL IOWA
TRACY EVANS
Commission No. 760650
My Commission Expires _____

CONTINUATION SHEET *AIA DOCUMENT G703* PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 23
APPLICATION DATE: 20-Feb-24
PERIOD FROM: 1-Feb-24
TO: 28-Feb-24
ARCHITECT'S PROJECT NO:

A	B		C	D	E	F	G		H	I
ITEM No.	DESCRIPTION OF WORK		SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% G / C	BALANCE TO FINISH C - G	RETAINAGE
				Previous Applications	This Application: Work in Place	This Application: Stored Materials (not in D or E)				
	Bond		9,770.00	9,770.00			9,770.00	100%	-	488.50
	Basic Electrical Requirements	M	11,976.86	11,976.86			11,976.86	100%	-	598.84
	Basic Electrical Requirements	L	11,412.00	11,412.00			11,412.00	100%	-	570.60
	Through Penetration Firestopping	M	852.00	852.00			852.00	100%	-	42.60
	Through Penetration Firestopping	L	2,165.00	2,165.00			2,165.00	100%	-	108.25
	Wire and Cable	M	59,358.60	59,358.60			59,358.60	100%	-	2,967.93
	Wire and Cable	L	31,200.00	31,200.00			31,200.00	100%	-	1,560.00
	Grounding and Bonding	M	1,351.00	1,351.00			1,351.00	100%	-	67.55
	Grounding and Bonding	L	2,410.00	2,410.00			2,410.00	100%	-	120.50
	Conduit and Boxes	M	56,112.54	56,112.54			56,112.54	100%	-	2,805.63
	Conduit and Boxes	L	91,400.00	91,400.00			91,400.00	100%	-	4,570.00
	Electrical Identifiction	M	560.00	560.00			560.00	100%	-	28.00
	Electrical Identifiction	L	1,250.00	1,250.00			1,250.00	100%	-	62.50
	Power Systems Study	M	2,140.00	2,140.00			2,140.00	100%	-	107.00
	Power Systems Study	L	1,360.00	1,360.00			1,360.00	100%	-	68.00
	Power Monitoring and Control Systems	M	3,140.00	3,140.00			3,140.00	100%	-	157.00
	Power Monitoring and Control Systems	L	3,150.00	3,150.00			3,150.00	100%	-	157.50
	Lighting Control Systems	M	21,400.00	21,400.00			21,400.00	100%	-	1,070.00
	Lighting Control Systems	L	12,540.00	12,540.00			12,540.00	100%	-	627.00
	Service Entrance	M	18,741.00	18,741.00			18,741.00	100%	-	937.05
	Service Entrance	L	12,540.00	12,540.00			12,540.00	100%	-	627.00
	Dry Type Transformers	M	9,140.00	9,140.00			9,140.00	100%	-	457.00
	Dry Type Transformers	L	9,452.00	9,452.00			9,452.00	100%	-	472.60
	Panelboards	M	21,540.00	21,540.00			21,540.00	100%	-	1,077.00
	Panelboards	L	14,652.00	14,652.00			14,652.00	100%	-	732.60
	Wiring Devices	M	16,851.00	16,851.00			16,851.00	100%	-	842.55
	Wiring Devices	L	9,140.00	9,140.00			9,140.00	100%	-	457.00
	Fuses	M	1,250.00	1,250.00			1,250.00	100%	-	62.50
	Fuses	L	2,150.00	2,150.00			2,150.00	100%	-	107.50
	Disconnect Switches	M	5,140.00	5,140.00			5,140.00	100%	-	257.00
	Disconnect Switches	L	3,150.00	3,150.00			3,150.00	100%	-	157.50
	Contactors	M	3,120.00	3,120.00			3,120.00	100%	-	156.00
	Contactors	L	2,890.00	2,890.00			2,890.00	100%	-	144.50
	Surge Protection Sevices	M	3,412.00	3,412.00			3,412.00	100%	-	170.60
	Surge Protection Sevices	L	950.00	950.00			950.00	100%	-	47.50
	LED Lighting	M	137,400.00	137,400.00			137,400.00	100%	-	6,870.00
	LED Lighting	L	42,100.00	42,100.00			42,100.00	100%	-	2,105.00
	Basic Communications Systems Requirements	M	3,140.00	3,140.00			3,140.00	100%	-	157.00
	Basic Communications Systems Requirements	L	2,140.00	2,140.00			2,140.00	100%	-	107.00
	Communications Bonding	M	850.00	850.00			850.00	100%	-	42.50

	Communications Bonding	L	780.00	780.00			780.00	100%	-	39.00
	Interior Communications pathways	M	8,410.00	8,410.00			8,410.00	100%	-	420.50
	Interior Communications pathways	L	12,140.00	12,140.00			12,140.00	100%	-	607.00
	Exterior Communications pathways	M	6,140.00	6,140.00			6,140.00	100%	-	307.00
	Exterior Communications pathways	L	8,140.00	8,140.00			8,140.00	100%	-	407.00
	Identification and Administration	M	850.00	850.00			850.00	100%	-	42.50
	Identification and Administration	L	950.00	950.00			950.00	100%	-	47.50
	Communication Equipment Rooms	M	4,510.00	4,510.00			4,510.00	100%	-	225.50
	Communication Equipment Rooms	L	8,140.00	8,140.00			8,140.00	100%	-	407.00
	Horizontal Cabling Requirements	M	21,400.00	21,400.00			21,400.00	100%	-	1,070.00
	Horizontal Cabling Requirements	L	12,410.00	12,410.00			12,410.00	100%	-	620.50
	Testing	M	570.00	570.00			570.00	100%	-	28.50
	Testing	L	840.00	840.00			840.00	100%	-	42.00
	Structured Cabling Systems Warranty	M	650.00	650.00			650.00	100%	-	32.50
	Structured Cabling Systems Warranty	L	814.00	814.00			814.00	100%	-	40.70
	Professional Audio/Video System	M	81,400.00	81,400.00			81,400.00	100%	-	4,070.00
	Professional Audio/Video System	L	21,600.00	21,600.00			21,600.00	100%	-	1,080.00
	Paging Systems	M	9,841.00	9,841.00			9,841.00	100%	-	492.05
	Paging Systems	L	7,412.00	7,412.00			7,412.00	100%	-	370.60
	Basic Electronic Safety and Security Systems Requirements	M	3,140.00	3,140.00			3,140.00	100%	-	157.00
	Basic Electronic Safety and Security Systems Requirements	L	4,165.00	4,165.00			4,165.00	100%	-	208.25
	Electronic Access Control	M	28,951.00	28,951.00			28,951.00	100%	-	1,447.55
	Electronic Access Control	L	16,851.00	16,851.00			16,851.00	100%	-	842.55
	Video Surveillance	M	10,848.00	10,848.00			10,848.00	100%	-	542.40
	Video Surveillance	L	3,154.00	3,154.00			3,154.00	100%	-	157.70
	Rescue Assistance Communication	M	7,331.00	7,331.00			7,331.00	100%	-	366.55
	Rescue Assistance Communication	L	4,120.00	4,120.00			4,120.00	100%	-	206.00
	Fire Alarm and Detection Systems	M	18,383.00	18,383.00			18,383.00	100%	-	919.15
	Fire Alarm and Detection Systems	L	29,850.00	29,850.00			29,850.00	100%	-	1,492.50
	Change Order #1		27,500.15	27,500.15			27,500.15	100%	-	1,375.01
	Change Order #2		4,702.82	4,702.82			4,702.82	100%	-	235.14
	Change Order #3		4,849.00	4,849.00			4,849.00	100%	-	242.45
	Change Order #4		5,023.36	5,023.36			5,023.36	100%	-	251.17
	Change Order #5		727.51	727.51			727.51	100%	-	36.38
	Change Order #6		4,342.42	4,342.42			4,342.42	100%	-	217.12
	Change Order #7		1,608.63	1,608.63			1,608.63	100%	-	80.43
	Change Order #8		4,310.96	4,310.96			4,310.96	100%	-	215.55
	Change Order #9		1,605.93		1,605.93		1,605.93	100%	-	80.30
							-	0%	-	-
				-			-	0%	-	-
			1,031,756.78	$1,030,150.85	$1,605.93	$0.00	$1,031,756.78	100.00%	$0.00	$51,587.84

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 2006

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: March 26, 2024 **PAYMENT REQUEST #** 5

PAYMENT PERIOD: From: February 1, 2024 Through: February 29, 2024

Contract Summary

Original Contract Amount:	$ 9,047,309.99			
Net change by Change Orders:	$ 24,551.35			
Contract Amount to Date: (line 1 ± 2)		$ 9,071,861.34		
Total completed and stored to date:	$ 2,233,831.28			
Retainage: 5 % of Completed Work:	$ 111,691.56			
Total Earned less Retainage:		$ 2,122,139.72		
Less previous applications for payment:		$ 1,890,214.71		
SUBTOTAL			$	231,925.01
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	231,925.01
Balance to finish, including retainage:		$ 6,949,721.62		
Contract Time Remaining (If applicable)	-	CALENDAR DAYS		

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

Construction Contractor Approval: Absolute Concrete Construction, Inc. (Firm Name)

Eli Hartog (Signature) 3-6-24 (Date)

Engineer / Consultant Approval: (Firm Name)

(Signature) (Date)

City of Grimes Staff Approval:

(Signature) 3-6-24 (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: 3/6/2024

CONTRACT PRICE DETAIL

ITEM NO.	SUDAS ITEM CODE	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	VALUE OF STORED MATERIALS REMAINING	TOTAL COMPLETED WORK AND STORED MATERIALS	REMAINING QUANTITY	PERCENT COMPLETE
1	2.01	CLEARING AND GRUBBING, UNITS	UNIT	74.80		74.80	$ 150.00	$ 11,220.00	-	$ -	$ -	$ -	74.80	0.00%
2	2.02	CLEARING AND GRUBBING, ACRE	ACRE	1.00		1.00	$ 9,500.00	$ 9,500.00	1.00	$ 9,500.00	$ -	$ 9,500.00	-	100.00%
3	2.03	TOPSOIL, ON-SITE	CY	9,848.00		9,848.00	$ 8.50	$ 83,708.00	4,982.00	$ 42,347.00	$ -	$ 42,347.00	4,866.00	50.59%
4	2.04	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	13,150.00		13,150.00	$ 3.55	$ 46,682.50	7,922.00	$ 28,123.10	$ -	$ 28,123.10	5,228.00	60.24%
5	2.05	EXCAVATION, CLASS 10, CHANNEL	CY	1,286.00		1,286.00	$ 4.75	$ 6,108.50	-	$ -	$ -	$ -	1,286.00	0.00%
6	2.06	EXCAVATION, CLASS 10, CONTRACTOR FURNISH	CY	20,641.00		20,641.00	$ 14.00	$ 288,974.00	12,000.00	$ 168,000.00	$ -	$ 168,000.00	8,641.00	58.14%
7	2.07	EXCAVATION, CLASS 10, WASTE	CY	4,667.00		4,667.00	$ 11.00	$ 51,337.00	-	$ -	$ -	$ -	4,667.00	0.00%
8	2.08	BELOW GRADE EXCAVATION (CORE OUT)	CY	1,100.00		1,100.00	$ 81.25	$ 89,375.00	-	$ -	$ -	$ -	1,100.00	0.00%
9	2.09	SUBGRADE PREPARATION, 12 IN.	SY	33,087.00		33,087.00	$ 2.75	$ 90,989.25	-	$ -	$ -	$ -	33,087.00	0.00%
10	2.10	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR, TYPE 3	SY	12,500.00		12,500.00	$ 5.00	$ 62,500.00	-	$ -	$ -	$ -	12,500.00	0.00%
11	2.11	MODIFIED SUBBASE	CY	6,084.00		6,084.00	$ 69.50	$ 422,838.00	-	$ -	$ -	$ -	6,084.00	0.00%
12	2.12	REMOVAL OF ABANDONED RAILROAD	LF	213.00		213.00	$ 15.00	$ 3,195.00	210.00	$ 3,150.00	$ -	$ 3,150.00	3.00	98.59%
13	3.01	TRENCH FOUNDATION	TON	100.00		100.00	$ 45.00	$ 4,500.00	-	$ -	$ -	$ -	100.00	0.00%
14	4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN.	LF	377.00		377.00	$ 70.50	$ 26,578.50	419.00	$ 29,539.50	$ -	$ 29,539.50	(42.00)	111.14%
15	4.02	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	LF	1,057.00		1,057.00	$ 91.50	$ 96,715.50	664.00	$ 60,756.00	$ -	$ 60,756.00	393.00	62.82%
16	4.03	STORM SEWER, TRENCHED, RCP, CLASS III, 30 IN.	LF	559.00		559.00	$ 103.00	$ 57,577.00	17.00	$ 1,751.00	$ -	$ 1,751.00	542.00	3.04%
17	4.04	STORM SEWER, TRENCHED, RCP, CLASS III, 36 IN.	LF	620.00		620.00	$ 106.50	$ 66,030.00	-	$ -	$ -	$ -	620.00	0.00%
18	4.05	STORM SEWER, TRENCHED, RCP, CLASS III, 42 IN.	LF	1,151.00		1,151.00	$ 167.50	$ 192,792.50	58.00	$ 9,715.00	$ -	$ 9,715.00	1,093.00	5.04%
19	4.06	STORM SEWER, TRENCHED, RCP, CLASS III, 54 IN.	LF	961.00		961.00	$ 213.00	$ 204,693.00	962.00	$ 204,906.00	$ -	$ 204,906.00	(1.00)	100.10%
20	4.07	STORM SEWER, TRENCHED, RCP, CLASS V, 15 IN.	LF	1,571.00		1,571.00	$ 50.50	$ 79,335.50	309.00	$ 15,604.50	$ -	$ 15,604.50	1,262.00	19.67%
21	4.08	STORM SEWER, TRENCHED, RCP, CLASS V, 18 IN.	LF	536.00		536.00	$ 64.00	$ 34,304.00	236.00	$ 15,104.00	$ -	$ 15,104.00	300.00	44.03%
22	4.09	STORM SEWER, TRENCHED, HDPE, 12-IN	LF	127.00		127.00	$ 57.00	$ 7,239.00	-	$ -	$ -	$ -	127.00	0.00%
23	4.10	REMOVAL OF STORM SEWER, LESS THAN OR EQUAL TO 36 IN.	LF	2,097.00		2,097.00	$ 19.50	$ 40,891.50	728.00	$ 14,196.00	$ -	$ 14,196.00	1,369.00	34.72%
24	4.11	REMOVAL OF STORM SEWER, GREATER THAN 36 IN.	LF	58.00		58.00	$ 35.50	$ 2,059.00	58.00	$ 2,059.00	$ -	$ 2,059.00	-	100.00%
25	4.12	PIPE CULVERT, DRIVEWAY, CMP, 12 IN.	LF	12.00		12.00	$ 60.00	$ 720.00	-	$ -	$ -	$ -	12.00	0.00%
26	4.13	PIPE APRON, CMP, 12 IN.	EA	2.00		2.00	$ 1,075.00	$ 2,150.00	-	$ -	$ -	$ -	2.00	0.00%
27	4.14	PIPE APRON, CONCRETE, 24 IN.	EA	4.00		4.00	$ 2,705.00	$ 10,820.00	4.00	$ 10,820.00	$ -	$ 10,820.00	-	100.00%
28	4.15	PIPE APRON, CONCRETE, 36 IN.	EA	2.00		2.00	$ 3,825.00	$ 7,650.00	-	$ -	$ -	$ -	2.00	0.00%
29	4.16	PIPE APRON, CONCRETE, 42 IN.	EA	1.00		1.00	$ 4,415.00	$ 4,415.00	1.00	$ 4,415.00	$ -	$ 4,415.00	-	100.00%
30	4.17	PIPE APRON, CONCRETE, 54 IN.	EA	2.00		2.00	$ 5,650.00	$ 11,300.00	2.00	$ 11,300.00	$ -	$ 11,300.00	-	100.00%
31	4.18	SUBDRAIN, CORRUGATED, PVC, TYPE 1, CASE B, 6 IN.	LF	9,111.00		9,111.00	$ 22.50	$ 204,997.50	12.50	$ 281.25	$ -	$ 281.25	9,098.50	0.14%
32	4.19	SUBDRAIN, CORRUGATED, HDPE, TYPE 1, CASE B, 6 IN.	LF	310.00		310.00	$ 22.50	$ 6,975.00	-	$ -	$ -	$ -	310.00	0.00%
33	4.20	SUBDRAIN CLEANOUT, TYPE A-1	EA	45.00		45.00	$ 905.00	$ 40,725.00	1.00	$ 905.00	$ -	$ 905.00	44.00	2.22%
34	4.21	SUBRAIN, OUTLET, CMP, CONNECTION TO INTAKE	EA	68.00		68.00	$ 400.00	$ 27,200.00	-	$ -	$ -	$ -	68.00	0.00%
35	4.22	FIELD TILE REPAIR, PVC, UNSPECIFIED DIAMETER	LF	250.00		250.00	$ 49.00	$ 12,250.00	229.50	$ 11,245.50	$ -	$ 11,245.50	20.50	91.80%
36	5.01	WATER MAIN, TRENCHED, PVC, DR18, 4 IN.	LF	120.00		120.00	$ 32.00	$ 3,840.00	-	$ -	$ -	$ -	120.00	0.00%
37	5.02	WATER MAIN, TRENCHED, PVC, DR18, 6 IN.	LF	56.00		56.00	$ 23.00	$ 1,288.00	-	$ -	$ -	$ -	56.00	0.00%
38	5.03	WATER MAIN, TRENCHED, PVC, DR18, 8 IN.	LF	666.00		666.00	$ 51.00	$ 33,966.00	682.00	$ 34,782.00	$ -	$ 34,782.00	(16.00)	102.40%
39	5.04	WATER MAIN, TRENCHED, PVC, DR18, 12 IN.	LF	26.00		26.00	$ 110.00	$ 2,860.00	-	$ -	$ -	$ -	26.00	0.00%
40	5.05	WATER MAIN,TRENCHED, DIP, C151, CLASS 52, 8 IN.	LF	28.00		28.00	$ 95.00	$ 2,660.00	-	$ -	$ -	$ -	28.00	0.00%
41	5.06	WATER MAIN, TRENCHED, RESTRAINED JOINT, PVC, DR18, 8 IN.	LF	1,008.00		1,008.00	$ 53.00	$ 53,424.00	518.50	$ 27,480.50	$ -	$ 27,480.50	489.50	51.44%
42	5.07	WATER MAIN, TRENCHED, RESTRAINED JOINT, PVC, DR18, 16 IN.	LF	3,879.00		3,879.00	$ 124.00	$ 480,996.00	303.00	$ 37,572.00	$ 311,478.00	$ 349,050.00	3,576.00	7.81%
43	5.08	WATER MAIN W/ CASING PIPE, TRENCHED, RESTRAINED JOINT, PVC, DR18, 8 IN.	LF	40.00		40.00	$ 200.00	$ 8,000.00	40.00	$ 8,000.00	$ -	$ 8,000.00	-	100.00%
44	5.09	WATER MAIN W/ CASING PIPE, TRENCHED, RESTRAINED JOINT, PVC, DR18, 16 IN.	LF	20.00		20.00	$ 455.00	$ 9,100.00	-	$ -	$ -	$ -	20.00	0.00%
45	5.10	FITTING, 6" BEND	EA	15.00		15.00	$ 900.00	$ 13,500.00	-	$ -	$ -	$ -	15.00	0.00%
46	5.11	FITTING, 6" CAP/PLUG	EA	1.00		1.00	$ 355.00	$ 355.00	-	$ -	$ -	$ -	1.00	0.00%
47	5.12	FITTING, 8" BEND	EA	48.00		48.00	$ 995.00	$ 47,760.00	12.00	$ 11,940.00	$ -	$ 11,940.00	36.00	25.00%
48	5.13	FITTING, 8" CAP/PLUG	EA	5.00		5.00	$ 450.00	$ 2,250.00	-	$ -	$ -	$ -	5.00	0.00%
49	5.14	FITTING, 8"X4" REDUCER	EA	1.00		1.00	$ 550.00	$ 550.00	-	$ -	$ -	$ -	1.00	0.00%
50	5.15	FITTING, 8"X6" TEE	EA	1.00		1.00	$ 1,015.00	$ 1,015.00	-	$ -	$ -	$ -	1.00	0.00%
51	5.16	FITTING, 8"X8" TEE	EA	2.00		2.00	$ 1,085.00	$ 2,170.00	-	$ -	$ -	$ -	2.00	0.00%

52	5.17	FITTING, 12" BEND	EA	1.00		1.00	$ 1,275.00	$ 1,275.00	-	$ -	$ -	$ -	1.00	0.00%
53	5.18	FITTING, 12" CAP/PLUG	EA	2.00		2.00	$ 685.00	$ 1,370.00	-	$ -	$ -	$ -	2.00	0.00%
54	5.19	FITTING, 12"X12" TEE	EA	1.00		1.00	$ 1,650.00	$ 1,650.00	-	$ -	$ -	$ -	1.00	0.00%
55	5.20	FITTING, 16" BEND	EA	22.00		22.00	$ 1,365.00	$ 30,030.00	8.00	$ 10,920.00	$ -	$ 10,920.00	14.00	36.36%
56	5.21	FITTING, 16" CAP/PLUG	EA	3.00		3.00	$ 1,165.00	$ 3,495.00	-	$ -	$ -	$ -	3.00	0.00%
57	5.22	FITTING, 16"X8" REDUCER	EA	1.00		1.00	$ 1,500.00	$ 1,500.00	1.00	$ 1,500.00	$ -	$ 1,500.00	-	100.00%
58	5.23	FITTING, 16"X6" TEE	EA	1.00		1.00	$ 2,180.00	$ 2,180.00	-	$ -	$ -	$ -	1.00	0.00%
59	5.24	FITTING, 16"X8" TEE	EA	10.00		10.00	$ 2,300.00	$ 23,000.00	1.00	$ 2,300.00	$ -	$ 2,300.00	9.00	10.00%
60	5.25	FITTING, 16"X12" TEE	EA	4.00		4.00	$ 2,550.00	$ 10,200.00	-	$ -	$ -	$ -	4.00	0.00%
61	5.26	FITTING, 16"X16" TEE	EA	1.00		1.00	$ 3,050.00	$ 3,050.00	1.00	$ 3,050.00	$ -	$ 3,050.00	-	100.00%
62	5.27	WATER SERVICE STUB, COPPER, 1 IN.	LF	270.00		270.00	$ 27.00	$ 7,290.00	-	$ -	$ -	$ -	270.00	0.00%
63	5.28	WATER SERVICE STUB, COPPER, 2 IN.	LF	10.00		10.00	$ 82.00	$ 820.00	-	$ -	$ -	$ -	10.00	0.00%
64	5.29	WATER SERVICE CORPORATION	EA	4.00		4.00	$ 795.00	$ 3,180.00	-	$ -	$ -	$ -	4.00	0.00%
65	5.30	WATER SERVICE CURB STOP AND BOX	EA	4.00		4.00	$ 1,010.00	$ 4,040.00	-	$ -	$ -	$ -	4.00	0.00%
66	5.31	WATER SERVICE, TEMPORARY CONNECTION	EA	4.00		4.00	$ 1,350.00	$ 5,400.00	-	$ -	$ -	$ -	4.00	0.00%
67	5.32	WATER MAIN REMOVAL	LF	4,534.00		4,534.00	$ 16.50	$ 74,811.00	-	$ -	$ -	$ -	4,534.00	0.00%
68	5.33	VALVE, GATE, 4 IN.	EA	1.00		1.00	$ 1,500.00	$ 1,500.00	-	$ -	$ -	$ -	1.00	0.00%
69	5.34	VALVE, GATE, 6 IN.	EA	3.00		3.00	$ 1,805.00	$ 5,415.00	-	$ -	$ -	$ -	3.00	0.00%
70	5.35	VALVE, GATE, 8 IN.	EA	14.00		14.00	$ 2,525.00	$ 35,350.00	5.00	$ 12,625.00	$ -	$ 12,625.00	9.00	35.71%
71	5.36	VALVE, GATE, 12 IN.	EA	1.00		1.00	$ 4,310.00	$ 4,310.00	-	$ -	$ -	$ -	1.00	0.00%
72	5.37	VALVE, GATE, 16 IN.	EA	7.00		7.00	$ 11,700.00	$ 81,900.00	1.00	$ 11,700.00	$ -	$ 11,700.00	6.00	14.29%
73	5.38	VALVE, GATE, 12 IN. LIVE INSERT	EA	2.00		2.00	$ 19,775.00	$ 39,550.00	-	$ -	$ -	$ -	2.00	0.00%
74	5.39	LINE STOP, 12 IN.	EA	2.00		2.00	$ 16,300.00	$ 32,600.00	-	$ -	$ -	$ -	2.00	0.00%
75	5.40	FIRE HYDRANT ASSEMBLY	EA	23.00		23.00	$ 7,690.00	$ 176,870.00	6.00	$ 46,140.00	$ -	$ 46,140.00	17.00	26.09%
76	5.41	FIRE HYDRANT ASSEMBLY REMOVAL	EA	7.00		7.00	$ 500.00	$ 3,500.00	-	$ -	$ -	$ -	7.00	0.00%
77	5.42	TEMPORARY CONNECTION, WATER MAIN	EA	2.00		2.00	$ 6,175.00	$ 12,350.00	-	$ -	$ -	$ -	2.00	0.00%
78	5.43	RELOCATION OF IRRIGATION METER	LS	1.00		1.00	$ 2,500.00	$ 2,500.00	-	$ -	$ -	$ -	1.00	0.00%
79	6.01	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EA	1.00		1.00	$ 4,360.00	$ 4,360.00	1.00	$ 4,360.00	$ -	$ 4,360.00	-	100.00%
80	6.02	MANHOLE, STORM SEWER, SW-401, 48 IN.	EA	5.00		5.00	$ 4,000.00	$ 20,000.00	2.00	$ 8,000.00	$ -	$ 8,000.00	3.00	40.00%
81	6.03	MANHOLE, STORM SEWER, SW-401, 60 IN.	EA	4.00		4.00	$ 4,615.00	$ 18,460.00	-	$ -	$ -	$ -	4.00	0.00%
82	6.04	MANHOLE, STORM SEWER, SW-401, 72 IN.	EA	6.00		6.00	$ 7,425.00	$ 44,550.00	-	$ -	$ -	$ -	6.00	0.00%
83	6.05	MANHOLE, STORM SEWER, SW-401, 96 IN.	EA	3.00		3.00	$ 13,500.00	$ 40,500.00	2.00	$ 27,000.00	$ -	$ 27,000.00	1.00	66.67%
84	6.06	INTAKE, SINGLE GRATE, SW-501	EA	4.00		4.00	$ 3,000.00	$ 12,000.00	1.00	$ 3,000.00	$ -	$ 3,000.00	3.00	25.00%
85	6.07	INTAKE, SINGLE GRATE W/ MANHOLE, SW-503	EA	1.00		1.00	$ 3,975.00	$ 3,975.00	-	$ -	$ -	$ -	1.00	0.00%
86	6.08	INTAKE, DOUBLE GRATE, SW-505	EA	18.00		18.00	$ 4,400.00	$ 79,200.00	2.00	$ 8,800.00	$ -	$ 8,800.00	16.00	11.11%
87	6.09	INTAKE, DOULBE GRATE, SW-505, MOD1	EA	1.00		1.00	$ 7,650.00	$ 7,650.00	-	$ -	$ -	$ -	1.00	0.00%
88	6.10	INTAKE, DOULBE GRATE W/ MANHOLE, SW-506	EA	5.00		5.00	$ 6,500.00	$ 32,500.00	4.00	$ 26,000.00	$ -	$ 26,000.00	1.00	80.00%
89	6.11	INTAKE, DOULBE GRATE W/ MANHOLE, SW-506, MOD1	EA	6.00		6.00	$ 9,450.00	$ 56,700.00	4.00	$ 37,800.00	$ -	$ 37,800.00	2.00	66.67%
90	6.12	INTAKE, DOULBE GRATE W/ MANHOLE, SW-506, MOD2	EA	5.00		5.00	$ 11,725.00	$ 58,625.00	3.00	$ 35,175.00	$ -	$ 35,175.00	2.00	60.00%
91	6.13	INTAKE, DOULBE GRATE W/ MANHOLE, SW-506, MOD3	EA	1.00		1.00	$ 11,675.00	$ 11,675.00	-	$ -	$ -	$ -	1.00	0.00%
92	6.14	INTAKE, CIRCULAR AREA, SW-512, CASE 1, 18 IN.	EA	2.00		2.00	$ 1,850.00	$ 3,700.00	-	$ -	$ -	$ -	2.00	0.00%
93	6.15	INTAKE, DRAIN BASIN, PVC, 12 IN. DOME GRATE	EA	3.00		3.00	$ 2,250.00	$ 6,750.00	-	$ -	$ -	$ -	3.00	0.00%
94	6.16	MANHOLE ADJUSTMENT, SANITARY, MINOR	EA	2.00		2.00	$ 2,025.00	$ 4,050.00	-	$ -	$ -	$ -	2.00	0.00%
95	6.17	MANHOLE ADJUSTMENT, SANITARY, MAJOR	EA	3.00		3.00	$ 3,050.00	$ 9,150.00	-	$ -	$ -	$ -	3.00	0.00%
96	6.18	INTAKE ADJUSTMENT, MAJOR	EA	1.00		1.00	$ 2,300.00	$ 2,300.00	-	$ -	$ -	$ -	1.00	0.00%
97	6.19	CONNECTION TO EXISTING INTAKE	EA	1.00		1.00	$ 4,550.00	$ 4,550.00	-	$ -	$ -	$ -	1.00	0.00%
98	6.20	REMOVE MANHOLE	EA	3.00		3.00	$ 750.00	$ 2,250.00	-	$ -	$ -	$ -	3.00	0.00%
99	6.21	REMOVE INTAKE	EA	8.00		8.00	$ 725.00	$ 5,800.00	-	$ -	$ -	$ -	8.00	0.00%
100	7.01	PAVEMENT, PCC, CLASS C, CLASS 4, 7 IN.	SY	954.00		954.00	$ 60.00	$ 57,240.00	-	$ -	$ -	$ -	954.00	0.00%
101	7.02	PAVEMENT, PCC, CLASS C, CLASS 4, 9 IN.	SY	26,596.00		26,596.00	$ 70.50	$ 1,875,018.00	-	$ -	$ -	$ -	26,596.00	0.00%
102	7.03	PAVEMENT, PCC, CLASS C, CLASS 4, 9 IN. COLORED	SY	500.00		500.00	$ 137.00	$ 68,500.00	-	$ -	$ -	$ -	500.00	0.00%
103	7.04	PAVEMENT, REINFORCED PCC, CLASS C, CLASS 4, 9 IN.	SY	700.00		700.00	$ 101.00	$ 70,700.00	-	$ -	$ -	$ -	700.00	0.00%
104	7.05	CONCRETE MEDIAN, DOWELED	SY	70.00		70.00	$ 160.00	$ 11,200.00	-	$ -	$ -	$ -	70.00	0.00%
105	7.06	PAVEMENT SAMPLES AND TESTING	LS	1.00		1.00	$ 7,500.00	$ 7,500.00	-	$ -	$ -	$ -	1.00	0.00%
106	7.07	REMOVAL OF SIDEWALK, SHARED USE PATH, OR DRIVEWAY	SY	3,075.00		3,075.00	$ 6.00	$ 18,450.00	188.00	$ 1,128.00	$ -	$ 1,128.00	2,887.00	6.11%
107	7.08	REMOVAL OF DRIVEWAY	SY	2,679.00		2,679.00	$ 6.50	$ 17,413.50	-	$ -	$ -	$ -	2,679.00	0.00%

108	7.09	REMOVAL OF CURB	LF	15.00		15.00	$ 16.00	$ 240.00	-	$ -	$ -	$ -	15.00	0.00%
109	7.10	SHARED USE PATH, PCC, 6 IN.	SY	6,565.00		6,565.00	$ 55.00	$ 361,075.00	-	$ -	$ -	$ -	6,565.00	0.00%
110	7.11	SIDEWALK, PCC, 5 IN.	SY	237.00		237.00	$ 60.00	$ 14,220.00	-	$ -	$ -	$ -	237.00	0.00%
111	7.12	SIDEWALK, CLASS A, PCC, 5 IN.	SY	66.00		66.00	$ 90.00	$ 5,940.00	-	$ -	$ -	$ -	66.00	0.00%
112	7.13	DETECTABLE WARNINGS	SF	666.00		666.00	$ 60.00	$ 39,960.00	-	$ -	$ -	$ -	666.00	0.00%
113	7.14	SIDEWALK TRENCH DRAIN	EA	1.00		1.00	$ 3,500.00	$ 3,500.00	-	$ -	$ -	$ -	1.00	0.00%
114	7.15	DRIVEWAY, PCC, 6 IN.	SY	324.00		324.00	$ 70.00	$ 22,680.00	-	$ -	$ -	$ -	324.00	0.00%
115	7.16	DRIVEWAY, PCC, 7 IN.	SY	2,862.00		2,862.00	$ 75.00	$ 214,650.00	-	$ -	$ -	$ -	2,862.00	0.00%
116	7.17	GRANULAR SURFACING, DRIVEWAY	TON	50.00		50.00	$ 47.00	$ 2,350.00	-	$ -	$ -	$ -	50.00	0.00%
117	7.18	PAVEMENT REMOVAL	SY	15,193.00		15,193.00	$ 5.50	$ 83,561.50	-	$ -	$ -	$ -	15,193.00	0.00%
118	7.19	CURB AND GUTTER REMOVAL	LF	280.00		280.00	$ 10.00	$ 2,800.00	-	$ -	$ -	$ -	280.00	0.00%
119	7.20	TEMPORARY PAVEMENT, PCC, 6 IN.	SY	1,077.00		1,077.00	$ 55.00	$ 59,235.00	-	$ -	$ -	$ -	1,077.00	0.00%
120	7.21	TEMPORARY PAVEMENT, HMA, 6 IN.	SY	1,643.00		1,643.00	$ 60.00	$ 98,580.00	116.00	$ 6,960.00	$ -	$ 6,960.00	1,527.00	7.06%
121	7.22	TEMPORARY GRANULAR	TON	300.00		300.00	$ 46.50	$ 13,950.00	-	$ -	$ -	$ -	300.00	0.00%
122	8.01	TRAFFIC SIGNALIZATION	LS	1.00		1.00	$150,000.00	$ 150,000.00	-	$ -	$ -	$ -	1.00	0.00%
123	8.02	REMOVAL OF TEMPORARY TRAFFIC SIGNALIZATION	LS	1.00		1.00	$ 4,053.00	$ 4,053.00	-	$ -	$ -	$ -	1.00	0.00%
124	8.03	RELOCATION OF TEMPORARY SIGNAL POLE	LS	1.00		1.00	$ 1,121.00	$ 1,121.00	-	$ -	$ -	$ -	1.00	0.00%
125	8.04	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	126.21		126.21	$ 62.00	$ 7,825.02	-	$ -	$ -	$ -	126.21	0.00%
126	8.05	PAINTED PAVEMENT MARKINGS, DURABLE	STA	171.41		171.41	$ 132.00	$ 22,626.12	-	$ -	$ -	$ -	171.41	0.00%
127	8.06	WET, RETROFLECTIVE REMOVABLE TAPE MARKINGS	STA	10.64		10.64	$ 200.00	$ 2,128.00	-	$ -	$ -	$ -	10.64	0.00%
128	8.07	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	41.00		41.00	$ 250.00	$ 10,250.00	-	$ -	$ -	$ -	41.00	0.00%
129	8.08	PAVEMENT MARKINGS REMOVED	STA	154.85		154.85	$ 55.00	$ 8,516.75	-	$ -	$ -	$ -	154.85	0.00%
130	8.09	GROOVES CUT FOR PAVEMENT MARKINGS	STA	171.41		171.41	$ 95.00	$ 16,283.95	-	$ -	$ -	$ -	171.41	0.00%
131	8.10	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	41.00		41.00	$ 195.00	$ 7,995.00	-	$ -	$ -	$ -	41.00	0.00%
132	8.11	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	$75,000.00	$ 75,000.00	-	$ -	$ -	$ -	1.00	0.00%
133	8.12	TEMPORARY DIRECTIONAL AND ACCESS SIGNS	EA	10.00		10.00	$ 300.00	$ 3,000.00	-	$ -	$ -	$ -	10.00	0.00%
134	8.13	PORTABLE DYNAMIC MESSAGE BOARDS	CDAY	100.00		100.00	$ 100.00	$ 10,000.00	2.00	$ 200.00	$ -	$ 200.00	98.00	2.00%
135	8.14	TEMPORARY BARRIER RAIL, CONCRETE	LF	225.00		225.00	$ 40.00	$ 9,000.00	153.00	$ 6,120.00	$ -	$ 6,120.00	72.00	68.00%
136	8.15	TYPE A SIGN ASSEMBLY, REMOVE AND SALVAGE	EA	67.00		67.00	$ 100.00	$ 6,700.00	-	$ -	$ -	$ -	67.00	0.00%
137	8.16	FLASHING BEACON SIGN, REMOVE AND SALVAGE	EA	4.00		4.00	$ 441.00	$ 1,764.00	-	$ -	$ -	$ -	4.00	0.00%
138	8.17	FLASHING BEACON SIGN, REINSTALL	EA	2.00		2.00	$ 1,900.00	$ 3,800.00	-	$ -	$ -	$ -	2.00	0.00%
139	8.18	CONDUIT, HDPE, SDR 13.5, 2"	LF	4,230.00		4,230.00	$ 18.00	$ 76,140.00	-	$ -	$ -	$ -	4,230.00	0.00%
140	8.19	FIBER REMOVE AND REINSTALL	LF	4,955.00		4,955.00	$ 2.20	$ 10,901.00	-	$ -	$ -	$ -	4,955.00	0.00%
141	8.20	FUSION SPLICE	EA	28.00		28.00	$ 108.00	$ 3,024.00	-	$ -	$ -	$ -	28.00	0.00%
142	8.21	PULL ROPE	LF	4,445.00		4,445.00	$ 0.75	$ 3,333.75	-	$ -	$ -	$ -	4,445.00	0.00%
143	8.22	TRACER WIRE	LF	4,445.00		4,445.00	$ 1.10	$ 4,889.50	-	$ -	$ -	$ -	4,445.00	0.00%
144	8.23	HANDHOLE, TYPE II, FURNISH AND INSTALL	EA	4.00		4.00	$ 1,200.00	$ 4,800.00	-	$ -	$ -	$ -	4.00	0.00%
145	8.24	HANDHOLE, TYPE IV, FURNISH AND INSTALL	EA	1.00		1.00	$ 3,600.00	$ 3,600.00	-	$ -	$ -	$ -	1.00	0.00%
146	8.25	REMOVE HANDHOLE	EA	4.00		4.00	$ 375.00	$ 1,500.00	-	$ -	$ -	$ -	4.00	0.00%
147	9.01	CONVENTIONAL SEEDING, TYPE 1 (PERM. LAWN MIX.)	ACRE	9.00		9.00	$ 2,300.00	$ 20,700.00	-	$ -	$ -	$ -	9.00	0.00%
148	9.02	CONVENTIONAL SEEDING, TYPE 2 (SLOPE AND DITCH)	ACRE	2.00		2.00	$ 2,000.00	$ 4,000.00	-	$ -	$ -	$ -	2.00	0.00%
149	9.03	CONVENTIONAL SEEDING, TYPE 4 (URBAN TEMP. EROS. CONTROL MIX)	ACRE	15.00		15.00	$ 650.00	$ 9,750.00	-	$ -	$ -	$ -	15.00	0.00%
150	9.04	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), PREPARATION	LS	1.00		1.00	$ 1,800.00	$ 1,800.00	1.00	$ 1,800.00	$ -	$ 1,800.00	-	100.00%
151	9.05	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	LS	1.00		1.00	$10,800.00	$ 10,800.00	0.25	$ 2,700.00	$ -	$ 2,700.00	0.75	25.00%
152	9.06	FILTER SOCK, 12 IN. INSTALLATION	LF	12,000.00		12,000.00	$ 2.75	$ 33,000.00	220.00	$ 605.00	$ -	$ 605.00	11,780.00	1.83%
153	9.07	FILTER SOCK, MAINTENANCE AND REMOVAL	LF	12,000.00		12,000.00	$ 0.20	$ 2,400.00	-	$ -	$ -	$ -	12,000.00	0.00%
154	9.08	TEMPORARY ROLLED ERO0SION CONTROL PRODUCTS (RECP), TYPE 2C	SY	6,000.00		6,000.00	$ 1.20	$ 7,200.00	-	$ -	$ -	$ -	6,000.00	0.00%
155	9.09	RIP RAP, CLASS E	TON	1,320.00		1,320.00	$ 80.50	$ 106,260.00	615.50	$ 49,547.75	$ -	$ 49,547.75	704.50	46.63%
156	9.10	RIP RAP, EROSION STONE	TON	16.00		16.00	$ 88.00	$ 1,408.00	-	$ -	$ -	$ -	16.00	0.00%
157	9.11	SILT FENCE OR SILT FENCE DITCH CHECK, INSTALLATION	LF	7,000.00		7,000.00	$ 1.75	$ 12,250.00	-	$ -	$ -	$ -	7,000.00	0.00%
158	9.12	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	7,000.00		7,000.00	$ 0.05	$ 350.00	-	$ -	$ -	$ -	7,000.00	0.00%
159	9.13	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	7,000.00		7,000.00	$ 0.05	$ 350.00	-	$ -	$ -	$ -	7,000.00	0.00%
160	9.14	EROSION CONTROL, HYDROMULCHING	ACRE	13.00		13.00	$ 2,700.00	$ 35,100.00	-	$ -	$ -	$ -	13.00	0.00%
161	9.15	INLET PROTECTION DEVICE, DROP-IN, INSTALLATION	EA	84.00		84.00	$ 200.00	$ 16,800.00	-	$ -	$ -	$ -	84.00	0.00%
162	9.16	INLET PROTECTION DEVICE, DROP-IN, MAINTENANCE	EA	84.00		84.00	$ 10.00	$ 840.00	-	$ -	$ -	$ -	84.00	0.00%
163	9.17	INLET PROTECTION DEVICE, ROCK, INSTALLATION	EA	41.00		41.00	$ 205.00	$ 8,405.00	-	$ -	$ -	$ -	41.00	0.00%

164	9.18	INLET PROTECTION DEVICE, ROCK, MAINTENANCE	EA	41.00		41.00	$ 150.00	$ 6,150.00	-	$ -	$ -	$ -	41.00	0.00%
165	9.19	CHAIN LINK FENCE	LF	109.00		109.00	$ 28.35	$ 3,090.15	-	$ -	$ -	$ -	109.00	0.00%
166	9.20	REMOVE AND REINSTALL FENCE, WOOD	LF	30.00		30.00	$ 42.00	$ 1,260.00	-	$ -	$ -	$ -	30.00	0.00%
167	9.21	REMOVAL OF FENCE, CHAIN LINK	LF	109.00		109.00	$ 6.00	$ 654.00	-	$ -	$ -	$ -	109.00	0.00%
168	9.22	REMOVAL OF FENCE, FIELD FENCE	LF	637.00		637.00	$ 3.00	$ 1,911.00	-	$ -	$ -	$ -	637.00	0.00%
169	9.23	TEMPORARY FENCE, CONSTRUCTION	LF	500.00		500.00	$ 4.75	$ 2,375.00	-	$ -	$ -	$ -	500.00	0.00%
170	9.24	TEMPORARY FENCE, CHAIN LINK	LF	84.00		84.00	$ 8.50	$ 714.00	-	$ -	$ -	$ -	84.00	0.00%
171	9.25	MEMORIAL BENCH, REMOVAL AND SALVAGE TO CITY	EA	1.00		1.00	$ 2,500.00	$ 2,500.00	-	$ -	$ -	$ -	1.00	0.00%
172	11.01	MOBILIZATION	LS	1.00		1.00	$400,000.00	$ 400,000.00	0.50	$ 200,000.00	$ -	$ 200,000.00	0.50	50.00%
173	11.02	MAINTENANCE OF POSTAL SERVICE	LS	1.00		1.00	$ 14,000.00	$ 14,000.00	-	$ -	$ -	$ -	1.00	0.00%
174	11.03	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00		1.00	$ 14,000.00	$ 14,000.00	-	$ -	$ -	$ -	1.00	0.00%
175	11.04	CONCRETE WASHOUT	LS	1.00		1.00	$ 20,000.00	$ 20,000.00	0.08	$ 1,600.00	$ -	$ 1,600.00	0.92	8.00%
176	12.01	COMPACTING BACFILL ADJACENT TO BRIDGES, CULVERTS OR STRUCTURES	CY	38.00		38.00	$ 150.00	$ 5,700.00	38.00	$ 5,700.00	$ -	$ 5,700.00	-	100.00%
177	12.02	REMOVALS, AS PER PLAN	LS	1.00		1.00	$ 10,500.00	$ 10,500.00	-	$ -	$ -	$ -	1.00	0.00%
178	12.03	FLOODED BACKFILL	CY	685.00		685.00	$ 62.00	$ 42,470.00	530.64	$ 32,899.68	$ -	$ 32,899.68	154.36	77.47%
179	12.04	EXCAVATION, CLASS 20	CY	4,192.00		4,192.00	$ 16.50	$ 69,168.00	3,118.00	$ 51,447.00	$ -	$ 51,447.00	1,074.00	74.38%
180	12.05	GRANULAR MATERIAL FOR BLANKET	CY	349.00		349.00	$ 88.00	$ 30,712.00	227.00	$ 19,976.00	$ -	$ 19,976.00	122.00	65.04%
181	12.06	STRUCTURAL CONCRETE (RCB CULVERT)	CY	443.50		443.50	$ 640.00	$ 283,840.00	443.50	$ 283,840.00	$ -	$ 283,840.00	-	100.00%
182	12.07	REINFORCING STEEL	LBS	60,825.00		60,825.00	$ 1.50	$ 91,237.50	60,825.00	$ 91,237.50	$ -	$ 91,237.50	-	100.00%
183	12.08	PRECAST CONCRETE BOX CULVERT, 8 FT X 4 FT	LF	148.00		148.00	$ 625.00	$ 92,500.00	70.00	$ 43,750.00	$ -	$ 43,750.00	78.00	47.30%
184	12.09	PRECAST BOX CULVERT STRAIGHT END SECTION, 8 FTX 4 FT	EA	2.00		2.00	$ 15,000.00	$ 30,000.00	1.00	$ 15,000.00	$ -	$ 15,000.00	1.00	50.00%
185	12.10	TEMPORARY SHORING	LS	1.00		1.00	$116,000.00	$ 116,000.00	0.75	$ 87,000.00	$ -	$ 87,000.00	0.25	75.00%
186	12.11	EROSION STONE	TON	12.00		12.00	$ 88.00	$ 1,056.00	-	$ -	$ -	$ -	12.00	0.00%
187	12.12	FENCE, CHAIN LINK, VINYL COATED	LF	166.20		166.20	$ 175.00	$ 29,085.00	-	$ -	$ -	$ -	166.20	0.00%
188	12.13	REMOVE AND REINSTALL EXISTING PRECAST BOX CULVERT	LS	1.00		1.00	$ 40,000.00	$ 40,000.00	0.26	$ 10,400.00	$ -	$ 10,400.00	0.74	26.00%
		Change Order Item												
CO1.1		RCB COLLAR	EA		1.00	1.00	$ 10,000.00	$ 10,000.00	-	$ -	$ -	$ -	1.00	0.00%
CO1.2		COLD WEATHER PROTECTION	CY		357.50	357.50	$ 17.00	$ 6,077.50	357.50	$ 6,077.50	$ -	$ 6,077.50	-	100.00%
CO1.3		HOT WATER FEE	CY		357.50	357.50	$ 7.00	$ 2,502.50	357.50	$ 2,502.50	$ -	$ 2,502.50	-	100.00%
CO2.1		TRAFFIC SIGNAL BLACK PAINT	LS		1.00	1.00	$ 5,971.35	$ 5,971.35	-	$ -	$ -	$ -	1.00	0.00%
						-		$ -	-	$ -			-	0.00%
						-		$ -	-	$ -			-	0.00%
						-		$ -	-	$ -			-	0.00%
						-		$ -	-	$ -			-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $ 9,071,861.34 $ 2,233,831.28 24.62%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 14, 2023	$ 29,996.25
2	December 26, 2023	$ 782,466.64
3	January 23, 2024	$ 987,543.39
4	February 13, 2024	$ 90,208.43
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 1,890,214.71**

Record of Change Orders

No.	Date	Amount
1	January 23, 2024	$ 18,580.00
2	March 26, 2024	$ 5,971.35
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TOTAL **$ 24,551.35**

Contract Time Remaining

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

STORED MATERIALS COST

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	PROPOSED STORED VALUE	QUANTITY CHANGE - 1	QUANTITY CHANGE - 2	TOTAL VALUE	UNIT PRICE	EQUIVALENT UNIT AMOUNT	REMAINING EQUIVALENT AMOUNT	VALUE OF STORED MATERIALS REMAINING	PERCENT REMAINING
1	CLEARING AND GRUBBING, UNITS	UNIT				$ -	$ 150.00	0.00	0.00	$ -	0.00%
2	CLEARING AND GRUBBING, ACRE	ACRE				$ -	$ 9,500.00	0.00	0.00	$ -	0.00%
3	TOPSOIL, ON-SITE	CY				$ -	$ 8.50	0.00	0.00	$ -	0.00%
4	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY				$ -	$ 3.55	0.00	0.00	$ -	0.00%
5	EXCAVATION, CLASS 10, CHANNEL	CY				$ -	$ 4.75	0.00	0.00	$ -	0.00%
6	EXCAVATION, CLASS 10, CONTRACTOR FURNISH	CY				$ -	$ 14.00	0.00	0.00	$ -	0.00%
7	EXCAVATION, CLASS 10, WASTE	CY				$ -	$ 11.00	0.00	0.00	$ -	0.00%
8	BELOW GRADE EXCAVATION (CORE OUT)	CY				$ -	$ 81.25	0.00	0.00	$ -	0.00%
9	SUBGRADE PREPARATION, 12 IN.	SY				$ -	$ 2.75	0.00	0.00	$ -	0.00%
10	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR, TYPE 3	SY				$ -	$ 5.00	0.00	0.00	$ -	0.00%
11	MODIFIED SUBBASE	CY				$ -	$ 69.50	0.00	0.00	$ -	0.00%
12	REMOVAL OF ABANDONED RAILROAD	LF				$ -	$ 15.00	0.00	0.00	$ -	0.00%
13	TRENCH FOUNDATION	TON				$ -	$ 45.00	0.00	0.00	$ -	0.00%
14	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN.	LF				$ -	$ 70.50	0.00	0.00	$ -	0.00%
15	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	LF				$ -	$ 91.50	0.00	0.00	$ -	0.00%
16	STORM SEWER, TRENCHED, RCP, CLASS III, 30 IN.	LF				$ -	$ 103.00	0.00	0.00	$ -	0.00%
17	STORM SEWER, TRENCHED, RCP, CLASS III, 36 IN.	LF				$ -	$ 106.50	0.00	0.00	$ -	0.00%
18	STORM SEWER, TRENCHED, RCP, CLASS III, 42 IN.	LF				$ -	$ 167.50	0.00	0.00	$ -	0.00%
19	STORM SEWER, TRENCHED, RCP, CLASS III, 54 IN.	LF				$ -	$ 213.00	0.00	0.00	$ -	0.00%
20	STORM SEWER, TRENCHED, RCP, CLASS V, 15 IN.	LF				$ -	$ 50.50	0.00	0.00	$ -	0.00%
21	STORM SEWER, TRENCHED, RCP, CLASS V, 18 IN.	LF				$ -	$ 64.00	0.00	0.00	$ -	0.00%
22	STORM SEWER, TRENCHED, HDPE, 12-IN	LF				$ -	$ 57.00	0.00	0.00	$ -	0.00%
23	REMOVAL OF STORM SEWER, LESS THAN OR EQUAL TO 36 IN.	LF				$ -	$ 19.50	0.00	0.00	$ -	0.00%
24	REMOVAL OF STORM SEWER, GREATER THAN 36 IN.	LF				$ -	$ 35.50	0.00	0.00	$ -	0.00%
25	PIPE CULVERT, DRIVEWAY, CMP, 12 IN.	LF				$ -	$ 60.00	0.00	0.00	$ -	0.00%
26	PIPE APRON, CMP, 12 IN.	EA				$ -	$ 1,075.00	0.00	0.00	$ -	0.00%
27	PIPE APRON, CONCRETE, 24 IN.	EA				$ -	$ 2,705.00	0.00	0.00	$ -	0.00%
28	PIPE APRON, CONCRETE, 36 IN.	EA				$ -	$ 3,825.00	0.00	0.00	$ -	0.00%
29	PIPE APRON, CONCRETE, 42 IN.	EA				$ -	$ 4,415.00	0.00	0.00	$ -	0.00%
30	PIPE APRON, CONCRETE, 54 IN.	EA				$ -	$ 5,650.00	0.00	0.00	$ -	0.00%
31	SUBDRAIN, CORRUGATED, PVC, TYPE 1, CASE B, 6 IN.	LF				$ -	$ 22.50	0.00	0.00	$ -	0.00%
32	SUBDRAIN, CORRUGATED, HDPE, TYPE 1, CASE B, 6 IN.	LF				$ -	$ 22.50	0.00	0.00	$ -	0.00%
33	SUBDRAIN CLEANOUT, TYPE A-1	EA				$ -	$ 905.00	0.00	0.00	$ -	0.00%
34	SUBRAIN, OUTLET, CMP, CONNECTION TO INTAKE	EA				$ -	$ 400.00	0.00	0.00	$ -	0.00%
35	FIELD TILE REPAIR, PVC, UNSPECIFIED DIAMETER	LF				$ -	$ 49.00	0.00	0.00	$ -	0.00%
36	WATER MAIN, TRENCHED, PVC, DR18, 4 IN.	LF				$ -	$ 32.00	0.00	0.00	$ -	0.00%
37	WATER MAIN, TRENCHED, PVC, DR18, 6 IN.	LF				$ -	$ 23.00	0.00	0.00	$ -	0.00%
38	WATER MAIN, TRENCHED, PVC, DR18, 8 IN.	LF				$ -	$ 51.00	0.00	0.00	$ -	0.00%
39	WATER MAIN, TRENCHED, PVC, DR18, 12 IN.	LF				$ -	$ 110.00	0.00	0.00	$ -	0.00%
40	WATER MAIN,TRENCHED, DIP, C151, CLASS 52, 8 IN.	LF				$ -	$ 95.00	0.00	0.00	$ -	0.00%
41	WATER MAIN, TRENCHED, RESTRAINED JOINT, PVC, DR18, 8 IN.	LF				$ -	$ 53.00	0.00	0.00	$ -	0.00%
42	WATER MAIN, TRENCHED, RESTRAINED JOINT, PVC, DR18, 16 IN.	LF	$349,050.00			$349,050.00	$ 124.00	2814.92	2,511.92	$ 311,478	89.24%
43	WATER MAIN W/ CASING PIPE, TRENCHED, RESTRAINED JOINT, PVC, DR18, 8 IN.	EA				$ -	$ 200.00	0.00	0.00	$ -	0.00%

44	WATER MAIN W/ CASING PIPE, TRENCHED, RESTRAINED JOINT, PVC, DR18, 16 IN.	EA				$ -	$ 455.00	0.00	0.00	$ -	0.00%
45	FITTING, 6" BEND	EA				$ -	$ 900.00	0.00	0.00	$ -	0.00%
46	FITTING, 6" CAP/PLUG	EA				$ -	$ 355.00	0.00	0.00	$ -	0.00%
47	FITTING, 8" BEND	EA				$ -	$ 995.00	0.00	0.00	$ -	0.00%
48	FITTING, 8" CAP/PLUG	EA				$ -	$ 450.00	0.00	0.00	$ -	0.00%
49	FITTING, 8"X4" REDUCER	EA				$ -	$ 550.00	0.00	0.00	$ -	0.00%
50	FITTING, 8"X6" TEE	EA				$ -	$ 1,015.00	0.00	0.00	$ -	0.00%
51	FITTING, 8"X8" TEE	EA				$ -	$ 1,085.00	0.00	0.00	$ -	0.00%
52	FITTING, 12" BEND	EA				$ -	$ 1,275.00	0.00	0.00	$ -	0.00%
53	FITTING, 12" CAP/PLUG	EA				$ -	$ 685.00	0.00	0.00	$ -	0.00%
54	FITTING, 12"X12" TEE	EA				$ -	$ 1,650.00	0.00	0.00	$ -	0.00%
55	FITTING, 16" BEND	EA				$ -	$ 1,365.00	0.00	0.00	$ -	0.00%
56	FITTING, 16" CAP/PLUG	EA				$ -	$ 1,165.00	0.00	0.00	$ -	0.00%
57	FITTING, 16"X8" REDUCER	EA				$ -	$ 1,500.00	0.00	0.00	$ -	0.00%
58	FITTING, 16"X6" TEE	EA				$ -	$ 2,180.00	0.00	0.00	$ -	0.00%
59	FITTING, 16"X8" TEE	EA				$ -	$ 2,300.00	0.00	0.00	$ -	0.00%
60	FITTING, 16"X12" TEE	LF				$ -	$ 2,550.00	0.00	0.00	$ -	0.00%
61	FITTING, 16"X16" TEE	LF				$ -	$ 3,050.00	0.00	0.00	$ -	0.00%
62	WATER SERVICE STUB, COPPER, 1 IN.	EA				$ -	$ 27.00	0.00	0.00	$ -	0.00%
63	WATER SERVICE STUB, COPPER, 2 IN.	EA				$ -	$ 82.00	0.00	0.00	$ -	0.00%
64	WATER SERVICE CORPORATION	EA				$ -	$ 795.00	0.00	0.00	$ -	0.00%
65	WATER SERVICE CURB STOP AND BOX	LF				$ -	$ 1,010.00	0.00	0.00	$ -	0.00%
66	WATER SERVICE, TEMPORARY CONNECTION	EA				$ -	$ 1,350.00	0.00	0.00	$ -	0.00%
67	WATER MAIN REMOVAL	EA				$ -	$ 16.50	0.00	0.00	$ -	0.00%
68	VALVE, GATE, 4 IN.	EA				$ -	$ 1,500.00	0.00	0.00	$ -	0.00%
69	VALVE, GATE, 6 IN.	EA				$ -	$ 1,805.00	0.00	0.00	$ -	0.00%
70	VALVE, GATE, 8 IN.	EA				$ -	$ 2,525.00	0.00	0.00	$ -	0.00%
71	VALVE, GATE, 12 IN.	EA				$ -	$ 4,310.00	0.00	0.00	$ -	0.00%
72	VALVE, GATE, 16 IN.	EA				$ -	$11,700.00	0.00	0.00	$ -	0.00%
73	VALVE, GATE, 12 IN. LIVE INSERT	EA				$ -	$19,775.00	0.00	0.00	$ -	0.00%
74	LINE STOP, 12 IN.	EA				$ -	$16,300.00	0.00	0.00	$ -	0.00%
75	FIRE HYDRANT ASSEMBLY	EA				$ -	$ 7,690.00	0.00	0.00	$ -	0.00%
76	FIRE HYDRANT ASSEMBLY REMOVAL	LS				$ -	$ 500.00	0.00	0.00	$ -	0.00%
77	TEMPORARY CONNECTION, WATER MAIN	EA				$ -	$ 6,175.00	0.00	0.00	$ -	0.00%
78	RELOCATION OF IRRIGATION METER	EA				$ -	$ 2,500.00	0.00	0.00	$ -	0.00%
79	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EA				$ -	$ 4,360.00	0.00	0.00	$ -	0.00%
80	MANHOLE, STORM SEWER, SW-401, 48 IN.	EA				$ -	$ 4,000.00	0.00	0.00	$ -	0.00%
81	MANHOLE, STORM SEWER, SW-401, 60 IN.	EA				$ -	$ 4,615.00	0.00	0.00	$ -	0.00%
82	MANHOLE, STORM SEWER, SW-401, 72 IN.	EA				$ -	$ 7,425.00	0.00	0.00	$ -	0.00%
83	MANHOLE, STORM SEWER, SW-401, 96 IN.	EA				$ -	$13,500.00	0.00	0.00	$ -	0.00%
84	INTAKE, SINGLE GRATE, SW-501	EA				$ -	$ 3,000.00	0.00	0.00	$ -	0.00%
85	INTAKE, SINGLE GRATE W/ MANHOLE, SW-503	EA				$ -	$ 3,975.00	0.00	0.00	$ -	0.00%
86	INTAKE, DOUBLE GRATE, SW-505	EA				$ -	$ 4,400.00	0.00	0.00	$ -	0.00%
87	INTAKE, DOULBE GRATE, SW-505, MOD1	EA				$ -	$ 7,650.00	0.00	0.00	$ -	0.00%
88	INTAKE, DOULBE GRATE W/ MANHOLE, SW-506	EA				$ -	$ 6,500.00	0.00	0.00	$ -	0.00%
89	INTAKE, DOULBE GRATE W/ MANHOLE, SW-506, MOD1	EA				$ -	$ 9,450.00	0.00	0.00	$ -	0.00%
90	INTAKE, DOULBE GRATE W/ MANHOLE, SW-506, MOD2	EA				$ -	$11,725.00	0.00	0.00	$ -	0.00%
91	INTAKE, DOULBE GRATE W/ MANHOLE, SW-506, MOD3	EA				$ -	$11,675.00	0.00	0.00	$ -	0.00%

92	INTAKE, CIRCULAR AREA, SW-512, CASE 1, 18 IN.	EA				$ -	$ 1,850.00	0.00	0.00	$ -	0.00%
93	INTAKE, DRAIN BASIN, PVC, 12 IN. DOME GRATE	EA				$ -	$ 2,250.00	0.00	0.00	$ -	0.00%
94	MANHOLE ADJUSTMENT, SANITARY, MINOR	EA				$ -	$ 2,025.00	0.00	0.00	$ -	0.00%
95	MANHOLE ADJUSTMENT, SANITARY, MAJOR	EA				$ -	$ 3,050.00	0.00	0.00	$ -	0.00%
96	INTAKE ADJUSTMENT, MAJOR	EA				$ -	$ 2,300.00	0.00	0.00	$ -	0.00%
97	CONNECTION TO EXISTING INTAKE	EA				$ -	$ 4,550.00	0.00	0.00	$ -	0.00%
98	REMOVE MANHOLE	SY				$ -	$ 750.00	0.00	0.00	$ -	0.00%
99	REMOVE INTAKE	SY				$ -	$ 725.00	0.00	0.00	$ -	0.00%
100	PAVEMENT, PCC, CLASS C, CLASS 4, 7 IN.	SY				$ -	$ 60.00	0.00	0.00	$ -	0.00%
101	PAVEMENT, PCC, CLASS C, CLASS 4, 9 IN.	SY				$ -	$ 70.50	0.00	0.00	$ -	0.00%
102	PAVEMENT, PCC, CLASS C, CLASS 4, 9 IN. COLORED	SY				$ -	$ 137.00	0.00	0.00	$ -	0.00%
103	PAVEMENT, REINFORCED PCC, CLASS C, CLASS 4, 9 IN.	LS				$ -	$ 101.00	0.00	0.00	$ -	0.00%
104	CONCRETE MEDIAN, DOWELED	SY				$ -	$ 160.00	0.00	0.00	$ -	0.00%
105	PAVEMENT SAMPLES AND TESTING	SY				$ -	$ 7,500.00	0.00	0.00	$ -	0.00%
106	REMOVAL OF SIDEWALK, SHARED USE PATH, OR DRIVEWAY	LF				$ -	$ 6.00	0.00	0.00	$ -	0.00%
107	REMOVAL OF DRIVEWAY	SY				$ -	$ 6.50	0.00	0.00	$ -	0.00%
108	REMOVAL OF CURB	SY				$ -	$ 16.00	0.00	0.00	$ -	0.00%
109	SHARED USE PATH, PCC, 6 IN.	SY				$ -	$ 55.00	0.00	0.00	$ -	0.00%
110	SIDEWALK, PCC, 5 IN.	SF				$ -	$ 60.00	0.00	0.00	$ -	0.00%
111	SIDEWALK, CLASS A, PCC, 5 IN.	EA				$ -	$ 90.00	0.00	0.00	$ -	0.00%
112	DETECTABLE WARNINGS	SY				$ -	$ 60.00	0.00	0.00	$ -	0.00%
113	SIDEWALK TRENCH DRAIN	SY				$ -	$ 3,500.00	0.00	0.00	$ -	0.00%
114	DRIVEWAY, PCC, 6 IN.	TON				$ -	$ 70.00	0.00	0.00	$ -	0.00%
115	DRIVEWAY, PCC, 7 IN.	SY				$ -	$ 75.00	0.00	0.00	$ -	0.00%
116	GRANULAR SURFACING, DRIVEWAY	LF				$ -	$ 47.00	0.00	0.00	$ -	0.00%
117	PAVEMENT REMOVAL	SY				$ -	$ 5.50	0.00	0.00	$ -	0.00%
118	CURB AND GUTTER REMOVAL	SY				$ -	$ 10.00	0.00	0.00	$ -	0.00%
119	TEMPORARY PAVEMENT, PCC, 6 IN.	TON				$ -	$ 55.00	0.00	0.00	$ -	0.00%
120	TEMPORARY PAVEMENT, HMA, 6 IN.	LS				$ -	$ 60.00	0.00	0.00	$ -	0.00%
121	TEMPORARY GRANULAR	LS				$ -	$ 46.50	0.00	0.00	$ -	0.00%
122	TRAFFIC SIGNALIZATION	LS				$ -	$150,000.00	0.00	0.00	$ -	0.00%
123	REMOVAL OF TEMPORARY TRAFFIC SIGNALIZATION	STA				$ -	$ 4,053.00	0.00	0.00	$ -	0.00%
124	RELOCATION OF TEMPORARY SIGNAL POLE	STA				$ -	$ 1,121.00	0.00	0.00	$ -	0.00%
125	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA				$ -	$ 62.00	0.00	0.00	$ -	0.00%
126	PAINTED PAVEMENT MARKINGS, DURABLE	EA				$ -	$ 132.00	0.00	0.00	$ -	0.00%
127	WET, RETROFLECTIVE REMOVABLE TAPE MARKINGS	STA				$ -	$ 200.00	0.00	0.00	$ -	0.00%
128	PAINTED SYMBOLS AND LEGENDS, DURABLE	STA				$ -	$ 250.00	0.00	0.00	$ -	0.00%
129	PAVEMENT MARKINGS REMOVED	EA				$ -	$ 55.00	0.00	0.00	$ -	0.00%
130	GROOVES CUT FOR PAVEMENT MARKINGS	LS				$ -	$ 95.00	0.00	0.00	$ -	0.00%
131	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA				$ -	$ 195.00	0.00	0.00	$ -	0.00%
132	TEMPORARY TRAFFIC CONTROL	CDAY				$ -	$75,000.00	0.00	0.00	$ -	0.00%
133	TEMPORARY DIRECTIONAL AND ACCESS SIGNS	LF				$ -	$ 300.00	0.00	0.00	$ -	0.00%
134	PORTABLE DYNAMIC MESSAGE BOARDS	EA				$ -	$ 100.00	0.00	0.00	$ -	0.00%
135	TEMPORARY BARRIER RAIL, CONCRETE	EA				$ -	$ 40.00	0.00	0.00	$ -	0.00%
136	TYPE A SIGN ASSEMBLY, REMOVE AND SALVAGE	EA				$ -	$ 100.00	0.00	0.00	$ -	0.00%
137	FLASHING BEACON SIGN, REMOVE AND SALVAGE	LF				$ -	$ 441.00	0.00	0.00	$ -	0.00%
138	FLASHING BEACON SIGN, REINSTALL	LF				$ -	$ 1,900.00	0.00	0.00	$ -	0.00%
139	CONDUIT, HDPE, SDR 13.5, 2"	EA				$ -	$ 18.00	0.00	0.00	$ -	0.00%

140	FIBER REMOVE AND REINSTALL	LF				$ -	$ 2.20	0.00	0.00	$ -	0.00%
141	FUSION SPLICE	LF				$ -	$ 108.00	0.00	0.00	$ -	0.00%
142	PULL ROPE	EA				$ -	$ 0.75	0.00	0.00	$ -	0.00%
143	TRACER WIRE	EA				$ -	$ 1.10	0.00	0.00	$ -	0.00%
144	HANDHOLE, TYPE II, FURNISH AND INSTALL	EA				$ -	$ 1,200.00	0.00	0.00	$ -	0.00%
145	HANDHOLE, TYPE IV, FURNISH AND INSTALL	ACRE				$ -	$ 3,600.00	0.00	0.00	$ -	0.00%
146	REMOVE HANDHOLE	ACRE				$ -	$ 375.00	0.00	0.00	$ -	0.00%
147	CONVENTIONAL SEEDING, TYPE 1 (PERM. LAWN MIX.)	ACRE				$ -	$ 2,300.00	0.00	0.00	$ -	0.00%
148	CONVENTIONAL SEEDING, TYPE 2 (SLOPE AND DITCH)	LS				$ -	$ 2,000.00	0.00	0.00	$ -	0.00%
149	CONVENTIONAL SEEDING, TYPE 4 (URBAN TEMP. EROS. CONTROL MIX)	LS				$ -	$ 650.00	0.00	0.00	$ -	0.00%
150	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), PREPARATION	LF				$ -	$ 1,800.00	0.00	0.00	$ -	0.00%
151	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	LF				$ -	$10,800.00	0.00	0.00	$ -	0.00%
152	FILTER SOCK, 12 IN. INSTALLATION	SY				$ -	$ 2.75	0.00	0.00	$ -	0.00%
153	FILTER SOCK, MAINTENANCE AND REMOVAL	TON				$ -	$ 0.20	0.00	0.00	$ -	0.00%
154	TEMPORARY ROLLED ERO0SION CONTROL PRODUCTS (RECP), TYPE 2C	TON				$ -	$ 1.20	0.00	0.00	$ -	0.00%
155	RIP RAP, CLASS E	LF				$ -	$ 80.50	0.00	0.00	$ -	0.00%
156	RIP RAP, EROSION STONE	LF				$ -	$ 88.00	0.00	0.00	$ -	0.00%
157	SILT FENCE OR SILT FENCE DITCH CHECK, INSTALLATION	LF				$ -	$ 1.75	0.00	0.00	$ -	0.00%
158	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	ACRE				$ -	$ 0.05	0.00	0.00	$ -	0.00%
159	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	EA				$ -	$ 0.05	0.00	0.00	$ -	0.00%
160	EROSION CONTROL, HYDROMULCHING	EA				$ -	$ 2,700.00	0.00	0.00	$ -	0.00%
161	INLET PROTECTION DEVICE, DROP-IN, INSTALLATION	EA				$ -	$ 200.00	0.00	0.00	$ -	0.00%
162	INLET PROTECTION DEVICE, DROP-IN, MAINTENANCE	EA				$ -	$ 10.00	0.00	0.00	$ -	0.00%
163	INLET PROTECTION DEVICE, ROCK, INSTALLATION	LF				$ -	$ 205.00	0.00	0.00	$ -	0.00%
164	INLET PROTECTION DEVICE, ROCK, MAINTENANCE	LF				$ -	$ 150.00	0.00	0.00	$ -	0.00%
165	CHAIN LINK FENCE	LF				$ -	$ 28.35	0.00	0.00	$ -	0.00%
166	REMOVE AND REINSTALL FENCE, WOOD	LF				$ -	$ 42.00	0.00	0.00	$ -	0.00%
167	REMOVAL OF FENCE, CHAIN LINK	LF				$ -	$ 6.00	0.00	0.00	$ -	0.00%
168	REMOVAL OF FENCE, FIELD FENCE	LF				$ -	$ 3.00	0.00	0.00	$ -	0.00%
169	TEMPORARY FENCE, CONSTRUCTION	EA				$ -	$ 4.75	0.00	0.00	$ -	0.00%
170	TEMPORARY FENCE, CHAIN LINK	LS				$ -	$ 8.50	0.00	0.00	$ -	0.00%
171	MEMORIAL BENCH, REMOVAL AND SALVAGE TO CITY	LS				$ -	$ 2,500.00	0.00	0.00	$ -	0.00%
172	MOBILIZATION	LS				$ -	$400,000.00	0.00	0.00	$ -	0.00%
173	MAINTENANCE OF POSTAL SERVICE	LS				$ -	$14,000.00	0.00	0.00	$ -	0.00%
174	MAINTENANCE OF SOLID WASTE COLLECTION	CY				$ -	$14,000.00	0.00	0.00	$ -	0.00%
175	CONCRETE WASHOUT	LS				$ -	$20,000.00	0.00	0.00	$ -	0.00%
176	COMPACTING BACFILL ADJACENT TO BRIDGES, CULVERTS OR STRUCTURES	CY				$ -	$ 150.00	0.00	0.00	$ -	0.00%
177	REMOVALS, AS PER PLAN	CY				$ -	$10,500.00	0.00	0.00	$ -	0.00%
178	FLOODED BACKFILL	CY				$ -	$ 62.00	0.00	0.00	$ -	0.00%
179	EXCAVATION, CLASS 20	CY				$ -	$ 16.50	0.00	0.00	$ -	0.00%
180	GRANULAR MATERIAL FOR BLANKET	LBS				$ -	$ 88.00	0.00	0.00	$ -	0.00%
181	STRUCTURAL CONCRETE (RCB CULVERT)	LF				$ -	$ 640.00	0.00	0.00	$ -	0.00%
182	REINFORCING STEEL	EA				$ -	$ 1.50	0.00	0.00	$ -	0.00%
183	PRECAST CONCRETE BOX CULVERT, 8 FT X 4 FT	LS				$ -	$ 625.00	0.00	0.00	$ -	0.00%
184	PRECAST BOX CULVERT STRAIGHT END SECTION, 8 FTX 4 FT	TON				$ -	$15,000.00	0.00	0.00	$ -	0.00%
185	TEMPORARY SHORING	LF				$ -	$116,000.00	0.00	0.00	$ -	0.00%
186	EROSION STONE	LS				$ -	$ 88.00	0.00	0.00	$ -	0.00%
187	FENCE, CHAIN LINK, VINYL COATED	LF				$ -	$ 175.00	0.00	0.00	$ -	0.00%

188	REMOVE AND REINSTALL EXISTING PRECAST BOX CULVERT	LS				$ -	$40,000.00	0.00	0.00	$ -	0.00%
	Change Order Item										
CO1.1	RCB COLLAR	EA				$ -	$10,000.00	0	-	$ -	0.00%
CO1.2	COLD WEATHER PROTECTION	CY				$ -	$ 17.00	0	-	$ -	0.00%
CO1.3	HOT WATER FEE	CY				$ -	$ 7.00	0	-	$ -	0.00%
CO2.1	TRAFFIC SIGNAL BLACK PAINT	LS				$ -	$ 5,971.35	0	-	$ -	0.00%

TOTAL VALUE OF STORED MATERIALS AND VALUE OF STORED MARTERIALS REMAINING TO DATE $349,050.00 $ 311,478.00 89.24%

REQUEST FOR PAYMENT

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

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

Contract For:

Project: S-14121-23
GrimesPlex Buildings

Architect:
Architect
ArchAddr1
ArchAddr2

Invoice: 141212307
Draw: 141212307
Invoice date: 2/29/2024
Period ending date: 2/29/2024
Contract date:

Request for payment:

Original contract amount	$4,538,000.00	
Approved changes	$223,503.36	
Revised contract amount		$4,761,503.36
Contract completed to date		$4,322,033.71
Add-ons to date	$0.00	
Taxes to date	$0.00	
Less retainage	$216,101.78	
Total completed less retainage		$4,105,931.93
Less previous requests	$3,548,640.93	
Current request for payment		$557,291.00
Current billing		$586,622.15
Current additional charges	$0.00	
Current tax	$0.00	
Less current retainage	$29,331.15	
Current amount due		$557,291.00
Remaining contract to bill	$655,571.43	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	236,773.36	-16,349.00
Total approved this Month	5,226.00	-2,147.00
TOTALS	241,999.36	-18,496.00
NET CHANGES by Change Order	223,503.36	

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

CONTRACTOR:

By: _____ Date: 2/29/24

State Of Iowa
County Of Polk

Subscribed and sworn to before me this 29th day of February, 2024.

JOLENE JUNGLING
Commission Number 757
My Commission Expires
July 20, 20

Notary Public:
My commission expires: 7.20.24

Architect's Certificate for Payment

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

AMOUNT CERTIFIED..... $ 557,291.00

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

Architect: By: _____ Date: 03.08.2024

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 .

Finance Budget Code = 367-470-6499
Vendor # = 1334
MSA - 3-21-24
Pay Request No. 8

REQUEST FOR PAYMENT DETAIL

Project: S-14121-23 / GrimesPlex Buildings Invoice: 141212307 Draw: 141212307 Period Ending Date: 2/29/2024

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	176,982.00	27,228.00		204,210.00	90.00	22,690.00	10,210.51
2	Footings N & S Concession	218,800.00	218,800.00			218,800.00	100.00		10,940.00
3	Footings Maintenance Building	70,477.00	70,477.00			70,477.00	100.00		3,523.85
4	Footings N & S Trash Enclosur	28,700.00	28,700.00			28,700.00	100.00		1,435.00
5	Slab on Grade N & S Concessi	33,500.00	33,500.00			33,500.00	100.00		1,675.00
6	Slab on Grade Maintenace	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	53,100.00		79,650.00	75.00	26,550.00	3,982.50
8	Masonry Concession Labor	290,000.00	290,000.00			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	18,220.00			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		3,550.00		3,550.00	50.00	3,550.00	177.50
21	Glue Laminated Beam Material	106,413.00	106,413.00			106,413.00	100.00		5,320.66
22	Glue Laminated Beam Labor	14,100.00	14,100.00			14,100.00	100.00		705.00
23	CLT Decking Materials	138,000.00	138,000.00			138,000.00	100.00		6,900.00
24	CLT Decking Labor	18,000.00	18,000.00			18,000.00	100.00		900.00
25	Architectural Millwork Mat'ls	47,045.00		47,045.00		47,045.00	100.00		2,352.25
26	Architectural Millwork Labor	19,500.00		19,500.00		19,500.00	100.00		975.00
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	49,731.00			49,731.00	100.00		2,486.55

REQUEST FOR PAYMENT DETAIL

Project: S-14121-23 / GrimesPlex Buildings Invoice: 141212307 Draw: 141212307 Period Ending Date: 2/29/2024

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		4,596.00	100.00		229.80
32	Metal Soffit Panel Labor	7,972.00		7,972.00		7,972.00	100.00		398.60
33	Sheet Metal Flashing Materials	19,100.00	19,100.00			19,100.00	100.00		955.00
34	Sheet Metal Flashing Labor	11,397.00	11,397.00			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	31,665.00			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		11,300.00	100.00		565.00
40	Sectional Door Labor	4,400.00		4,400.00		4,400.00	100.00		220.00
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	1,000.00		3,000.00	75.00	1,000.00	150.00
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	3,930.00		26,200.00	100.00		1,310.00
48	Framing & Drywall Labor	19,656.00	16,707.60	2,948.40		19,656.00	100.00		982.80
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		16,794.00		16,794.00	60.00	11,196.00	839.70
51	ACT Materials	8,525.00		4,262.50		4,262.50	50.00	4,262.50	213.13
52	ACT Labor	10,803.00		5,401.50		5,401.50	50.00	5,401.50	270.08
53	Ceramic Tile Materials	12,937.00	6,468.50	6,468.50		12,937.00	100.00		646.86
54	Ceramic Tile Labor	17,243.00	8,621.50	8,621.50		17,243.00	100.00		862.16
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		30,557.70		30,557.70	90.00	3,395.30	1,527.89
58	Sealed/Denisified Concrete	5,460.00		1,365.00		1,365.00	25.00	4,095.00	68.25
59	Paint Labor	27,367.00		8,210.10		8,210.10	30.00	19,156.90	410.51
60	Paint Materials	4,828.00		1,448.40		1,448.40	30.00	3,379.60	72.42

REQUEST FOR PAYMENT DETAIL

Project: S-14121-23 / GrimesPlex Buildings Invoice: 141212307 Draw: 141212307 Period Ending Date: 2/29/2024

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		4,420.00		4,420.00	50.00	4,420.00	221.00
65	Toilet Accessories Materials	34,300.00		34,300.00		34,300.00	100.00		1,715.00
66	Plumbing Hangers & Supports	32,000.00	32,000.00			32,000.00	100.00		1,600.00
67	Plumbing Systems/Valves/Equi	226,000.00	226,000.00			226,000.00	100.00		11,300.00
68	Plumbing Insulation & Fixtures	123,500.00	86,450.00	18,525.00		104,975.00	85.00	18,525.00	5,248.75
69	Plumbing Specialties & Gas	106,000.00	53,000.00	42,400.00		95,400.00	90.00	10,600.00	4,770.00
70	HVAC Materials	161,982.00	129,585.60	24,297.30		153,882.90	95.00	8,099.10	7,694.15
71	HVAC Labor	61,328.00	49,062.40	6,132.80		55,195.20	90.00	6,132.80	2,759.76
72	Electrical Distribution Labor	81,128.00	73,015.20			73,015.20	90.00	8,112.80	3,650.76
73	Electrical Distribution Mat'ls	61,105.00	54,994.50			54,994.50	90.00	6,110.50	2,749.73
74	Lighting & Controls Labor	72,474.00	28,989.60	32,613.30		61,602.90	85.00	10,871.10	3,080.16
75	Lighting & Controls Materials	162,054.00	64,821.60	72,924.30		137,745.90	85.00	24,308.10	6,887.30
76	Access Control/Video Surv Mat	170,906.00	111,088.90	17,090.60		128,179.50	75.00	42,726.50	6,408.98
77	Access Control/Video Surv Lab	93,335.00	23,333.75	18,667.00		42,000.75	45.00	51,334.25	2,100.04
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		4,450.00		4,450.00	25.00	13,350.00	222.50
81	Chain Link Fencing Mat'ls	7,188.00		1,797.00		1,797.00	25.00	5,391.00	89.85
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		5,538.00		5,538.00	25.00	16,614.00	276.90
85	General Liability Insurance	39,000.00	30,420.00	4,680.00		35,100.00	90.00	3,900.00	1,755.00
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	141,585.60	21,782.40		163,368.00	90.00	18,152.00	8,168.40
88	Change Order 01	140,169.00	140,169.00			140,169.00	100.00		7,008.45
89	Change Order 02	7,340.83	7,340.83			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: 141212307 Draw: 141212307 Period Ending Date: 2/29/2024

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	4,996.60		17,488.10	35.00	32,477.90	874.41
93	Change Order 06	3,079.00		2,309.25		2,309.25	75.00	769.75	115.46
Totals		4,761,503.36	3,735,411.56	586,622.15		4,322,033.71	90.77	439,469.65	216,101.78

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title: Shawver Park Trail Extension
Contractor: Howrey Construction, Inc.
Address: 316 Austin Street Rockwell City, IA 50579
Finance Budget Code: 358-430-6499 ***Finance Project #***
Vendor Project or Invoice #: ***PO #***
Original Contract Date: September 12, 2023 ***Vendor #*** 4510

Date of Council Meeting: March 26, 2024 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: November 1, 2023 Through: March 26, 2024

Contract Summary

Original Contract Amount:	$ 87,394.00			
Net change by Change Orders:	$ 48,500.00			
Contract Amount to Date: (line 1 ± 2)		$ 135,894.00		
Total completed and stored to date:	$ 135,894.00			
Retainage: 5 % of Completed Work:	$ 6,794.70			
Total Earned less Retainage:		$ 129,099.30		
Less previous applications for payment:		$ 124,726.45		
SUBTOTAL			$	4,372.85
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	4,372.85
Balance to finish, including retainage:		$ 6,794.70		
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: Howrey Construction, Inc.
Firm Name

Signature 3/14/24
Date

Engineer / Consultant Approval:
Firm Name

Signature
Date

City of Grimes Staff Approval:

Signature 3-14-24
Date

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

CONTRACT PRICE DETAIL

ITEM NO.	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		Topsoil, On-Site	CY	122.00		122.00	$ 29.00	$ 3,538.00	122.00	$ 3,538.00	$ -	$ 3,538.00	-	100.00%
2		Excavation, Class 10	CY	312.00		312.00	$ 22.50	$ 7,020.00	312.00	$ 7,020.00	$ -	$ 7,020.00	-	100.00%
3		Subbase, Granular, 2 In.	SY	785.00		785.00	$ 8.00	$ 6,280.00	785.00	$ 6,280.00	$ -	$ 6,280.00	-	100.00%
4		Removal and replace PCC Curb & Gutter, 36 In. Wide, Minimum 7 in. Depth	LF	60.00		60.00	$ 88.00	$ 5,280.00	60.00	$ 5,280.00	$ -	$ 5,280.00	-	100.00%
5		Removal of Sidewalk	SY	45.00		45.00	$ 25.00	$ 1,125.00	45.00	$ 1,125.00	$ -	$ 1,125.00	-	100.00%
6		Sidewalk, PCC, 4 In.	SY	25.00		25.00	$ 140.00	$ 3,500.00	25.00	$ 3,500.00	$ -	$ 3,500.00	-	100.00%
7		Sidewalk, PCC, 6 In.	SY	597.00		597.00	$ 65.00	$ 38,805.00	597.00	$ 38,805.00	$ -	$ 38,805.00	-	100.00%
8		Dectectable Warning	SF	32.00		32.00	$ 55.00	$ 1,760.00	32.00	$ 1,760.00	$ -	$ 1,760.00	-	100.00%
9		Temporary Traffic Control	LS	1.00		1.00	$ 2,500.00	$ 2,500.00	1.00	$ 2,500.00	$ -	$ 2,500.00	-	100.00%
10		Hydraulic Seeding, Fertilizing, and Mulch (Type 1)	SQ	66.00		66.00	$ 33.00	$ 2,178.00	66.00	$ 2,178.00	$ -	$ 2,178.00	-	100.00%
11		Erosion Control Mulching, Hydromulching	SQ	66.00		66.00	$ 13.00	$ 858.00	66.00	$ 858.00	$ -	$ 858.00	-	100.00%
12		Mobilization	LS	1.00		1.00	$ 12,100.00	$ 12,100.00	1.00	$ 12,100.00	$ -	$ 12,100.00	-	100.00%
13		Concrete Washout	LS	1.00		1.00	$ 950.00	$ 950.00	1.00	$ 950.00	$ -	$ 950.00	-	100.00%
14		Tree Protection Fence	LF	250.00		250.00	$ 6.00	$ 1,500.00	250.00	$ 1,500.00	$ -	$ 1,500.00	-	100.00%
		Change Order Item												
CO1		NW 27th Street Trail Connection	LS	1.00		1.00	$ 48,500.00	$ 48,500.00	1.00	$ 48,500.00	$ -	$ 48,500.00	-	100.00%
						-		$ -		$ -			-	0.00%
						-		$ -		$ -			-	0.00%
						-		$ -		$ -			-	0.00%
						-		$ -		$ -			-	0.00%
						-		$ -		$ -			-	0.00%
						-		$ -		$ -			-	0.00%
						-		$ -		$ -			-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $ 135,894.00 $ 135,894.00 100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 14, 2023	$ 124,726.45
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 124,726.45**

Record of Change Orders

No.	Date	Amount
1	October 24, 2023	$ 48,500.00
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TOTAL **$ 48,500.00**

Contract Time Remaining

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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: March 26, 2024 **PAYMENT REQUEST #** 2

PAYMENT PERIOD: From: February 1, 2024 Through: February 29, 2024

Contract Summary

Original Contract Amount:	$ 1,850,000.00		
Net change by Change Orders:	$ 50,604.82		
Contract Amount to Date: (line 1 ± 2)		$ 1,900,604.82	
Total completed and stored to date:	$ 533,530.16		
Retainage: 5 % of Completed Work:	$ 26,676.51		
Total Earned less Retainage:		$ 506,853.65	
Less previous applications for payment:		$ 117,248.52	
SUBTOTAL			$ 389,605.13
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 389,605.13
Balance to finish, including retainage:		$ 1,393,751.17	
Contract Time Remaining (If applicable)	110.00 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

Joe Miller Digitally signed by Joe Miller DN: C=US, E=joe.miller@smhentges.com, O="S.M. Hentges & Sons, Inc", OU=Project Manager, CN=Joe Miller Date: 2024.03.06 15:05:04-06'00' 03.06.2024
Signature Date

Engineer / Consultant Approval:
Firm Name

Signature Date

City of Grimes Staff Approval:

Signature 3-21-24
Date

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

CONTRACT PRICE DETAIL

ITEM NO.	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	1,100.00	$ 231,000.00	$ -	$ 231,000.00	3,999.00	21.57%
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	$ 93,000.00	$ -	$ 93,000.00	-	100.00%
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	3.00	$ 49,500.00	$ -	$ 49,500.00	12.00	20.00%
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	0.33	$ 1,650.00	$ -	$ 1,650.00	0.67	33.00%
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	0.67	$ 3,015.00	$ -	$ 3,015.00	0.33	67.00%
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	1,750.00	$ 3,500.00	$ -	$ 3,500.00	3,645.00	32.44%
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	0.50	$ 42,439.00	$ -	$ 42,439.00	0.50	50.00%
		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	$ 6,727.22	$ -	$ 6,727.22	-	100.00%
CO2.1		REMAINDER OF DROP CONNECTION	EA		1.00	1.00	$ 2,873.94	$ 2,873.94	1.00	$ 2,873.94	$ -	$ 2,873.94	-	100.00%
						-		$ -		$ -			-	0.00%
						-		$ -		$ -			-	0.00%
						-		$ -		$ -			-	0.00%
						-		$ -		$ -			-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $ 1,900,604.82 $ 533,530.16 28.07%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 27, 2024	$ 117,248.52
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Previous Applications for Payment

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TOTAL **$ 117,248.52**

Record of Change Orders

No.	Date	Amount
1	January 23, 2024	$ 47,730.88
2	March 26, 2024	$ 2,873.94
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TOTAL **$ 50,604.82**

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:	40.00
Contract Time Remaining:	**110.00**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: March 26, 2024 **PAYMENT REQUEST #** 24

PAYMENT PERIOD: From: February 1, 2024 Through: February 29, 2024

Contract Summary

Original Contract Amount:	$ 8,068,100.00			
Net change by Change Orders:	$ 188,153.78			
Contract Amount to Date: (line 1 ± 2)		$ 8,256,253.78		
Total completed and stored to date:	$ 8,219,293.78			
Retainage: 1.36 % of Completed Work:	$ 111,782.40			
Total Earned less Retainage:		$ 8,107,511.38		
Less previous applications for payment:		$ 7,771,241.09		
SUBTOTAL			$	336,270.29
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	336,270.29
Balance to finish, including retainage:		$ 148,742.40		
Contract Time Remaining (If applicable)	(40.00) Working Days			

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

Construction Contractor Approval: Shank Constructors, Inc. (Firm Name)

Signature — Date: 3/18/2024

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

Signature — Date: 3/18/2024

City of Grimes Staff Approval:

Signature — Date: 3-21-24

City of Grimes Council Approval: Council 3-26-24

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: 3/18/2024

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Mobilization	LS	1.00		1.00	$285,000.00	$ 285,000.00	100%	$ 285,000.00	0%	100.00%
2	Site Demolition	LS	1.00		1.00	$115,000.00	$ 115,000.00	100%	$ 115,000.00	0%	100.00%
3	Earth Retention	LS	1.00		1.00	$1,921,503.00	$ 1,921,503.00	100%	$ 1,921,503.00	0%	100.00%
4	Earthwork	LS	1.00		1.00	$546,000.00	$ 546,000.00	99%	$ 540,540.00	1%	99.00%
5	Site Utilities	LS	1.00		1.00	$1,104,000.00	$ 1,104,000.00	100%	$ 1,104,000.00	0%	100.00%
6	Site Concrete	LS	1.00		1.00	$35,000.00	$ 35,000.00	10%	$ 3,500.00	90%	10.00%
7	Cast In Place Concrete	LS	1.00		1.00	$1,388,210.00	$ 1,388,210.00	100%	$ 1,388,210.00	0%	100.00%
8	Precast Materials	LS	1.00		1.00	$207,500.00	$ 207,500.00	100%	$ 207,500.00	0%	100.00%
9	Precast Erection	LS	1.00		1.00	$36,400.00	$ 36,400.00	100%	$ 36,400.00	0%	100.00%
10	Wood Blocking	LS	1.00		1.00	$ 3,000.00	$ 3,000.00	100%	$ 3,000.00	0%	100.00%
11	Roofing	LS	1.00		1.00	$40,200.00	$ 40,200.00	100%	$ 40,200.00	0%	100.00%
12	Hatches	LS	1.00		1.00	$24,500.00	$ 24,500.00	100%	$ 24,500.00	0%	100.00%
13	Aluminum Doors and Windows	LS	1.00		1.00	$18,250.00	$ 18,250.00	100%	$ 18,250.00	0%	100.00%
14	Coiling Door	LS	1.00		1.00	$23,500.00	$ 23,500.00	100%	$ 23,500.00	0%	100.00%
15	Painting	LS	1.00		1.00	$25,000.00	$ 25,000.00	100%	$ 25,000.00	0%	100.00%
16	Specialties	LS	1.00		1.00	$ 1,800.00	$ 1,800.00	100%	$ 1,800.00	0%	100.00%
17	Bar Screens	LS	1.00		1.00	$309,220.00	$ 309,220.00	100%	$ 309,220.00	0%	100.00%
18	Submersible Pumps	LS	1.00		1.00	$333,000.00	$ 333,000.00	100%	$ 333,000.00	0%	100.00%
19	Slide Gates	LS	1.00		1.00	$39,460.00	$ 39,460.00	100%	$ 39,460.00	0%	100.00%
20	Inside Process Piping	LS	1.00		1.00	$227,000.00	$ 227,000.00	100%	$ 227,000.00	0%	100.00%
21	Jib Crane	LS	1.00		1.00	$58,000.00	$ 58,000.00	100%	$ 58,000.00	0%	100.00%
22	Plumbing	LS	1.00		1.00	$12,000.00	$ 12,000.00	100%	$ 12,000.00	0%	100.00%
23	HVAC	LS	1.00		1.00	$329,460.00	$ 329,460.00	100%	$ 329,460.00	0%	100.00%
24	Electrical	LS	1.00		1.00	$985,097.00	$ 985,097.00	100%	$ 985,097.00	0%	100.00%
25	CO #1 Additional Fencing	LS		1.00	1.00	$ 2,493.33	$ 2,493.33	1.00	$ 2,493.33	-	100.00%
26	CO 2.1 Adding Color to Precast Concrete Wall Panels	LS		1.00	1.00	$11,040.00	$ 11,040.00	1.00	$ 11,040.00	-	100.00%
27	CO 2.2 Change Hatches 6-9 Larger Size for Pumps	LS		1.00	1.00	$ 4,884.00	$ 4,884.00	1.00	$ 4,884.00	-	100.00%
28	CO 3.1 Dewatering of the Pump Station Excavation	LS		1.00	1.00	$92,000.00	$ 92,000.00	1.00	$ 92,000.00	-	100.00%
29	CO 3.2 Primary Power Conduit Extension	LS		1.00	1.00	$11,001.73	$ 11,001.73	1.00	$ 11,001.73	-	100.00%
30	CO 3.3 Transformer Conduit & Conductor Extension	LS		1.00	1.00	$16,445.36	$ 16,445.36	1.00	$ 16,445.36	-	100.00%
31	CO 3.4 Install Supports for Pump Discharge Pipes	LS		1.00	1.00	$ 6,431.24	$ 6,431.24	1.00	$ 6,431.24	-	100.00%
32	CO 3.5 Install Supports for Discharge Valves	LS		1.00	1.00	$ 6,398.69	$ 6,398.69	1.00	$ 6,398.69	-	100.00%
33	CO 3.6 Bypass Pumping	LS		1.00	1.00	$28,000.00	$ 28,000.00	1.00	$ 28,000.00	-	100.00%
34	CO 3.7 Fiberglass Grating in Front of Bar Screens	LS		1.00	1.00	$ 8,135.56	$ 8,135.56	1.00	$ 8,135.56	-	100.00%
35	CO 3.8 Change Finish on Doors to Match Water Plant	LS		1.00	1.00	$ 1,323.87	$ 1,323.87	1.00	$ 1,323.87	-	100.00%
36					-		$ -		$ -	-	0.00%
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61					-		$ -		$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $ 8,256,253.78 $ 8,219,293.78 99.55%

Date printed: 3/18/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 12, 2022	$ 179,581.03
2	May 10, 2022	$ 152,544.50
3	June 14, 2022	$ 635,744.26
4	July 12, 2022	$ 547,628.35
5	August 9, 2022	$ 756,106.14
6	September 13, 2022	$ 949,547.80
7	October 11, 2022	$ 420,971.27
8	November 8, 2022	$ 252,582.76
9	December 13, 2022	$ 298,450.30
10	January 10, 2023	$ 133,038.53
11	February 14, 2023	$ 565,243.94
12	March 14, 2023	$ 424,548.09
13	April 11, 2023	$ 406,928.99
14	May 9, 2023	$ 57,058.90
15	June 13, 2023	$ 235,379.16
16	July 11, 2023	$ 474,905.50
17	August 8, 2023	$ 86,604.00
18	September 12, 2023	$ 498,311.44
19	October 10, 2023	$ 229,922.50
20	November 14, 2023	$ 190,056.93
21	December 12, 2023	$ 112,363.44
22	January 16, 2024	$ 116,931.15
23	February 13, 2024	$ 46,792.11
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Previous Applications for Payment

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TOTAL **$ 7,771,241.09**

Record of Change Orders

No.	Date	Amount
1	December 13, 2022	$ 2,493.33
2	April 11, 2023	$ 15,924.00
3	October 24, 2023	$ 169,736.45
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TOTAL **$ 188,153.78**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	January 25, 2022
Original Contract Time:	583.00
Added by Change Order:	113.00
Contract Time to Date:	696.00
Time Used to Date:	736.00
Contract Time Remaining:	**(40.00)**

Date Printed: 3/18/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: March 26, 2024 **PAYMENT REQUEST #** 10

PAYMENT PERIOD: From: 10/7/2023 Through: 11/11/2023

Contract Summary

Original Contract Amount:	$ 1,545,000.00		
Net change by Change Orders:	$ 172,727.55		
Contract Amount to Date: (line 1 ± 2)		$ 1,717,727.55	
Total completed and stored to date:	$ 1,717,727.55		
Retainage: 2 % of Completed Work:	$ 34,354.55		
Total Earned less Retainage:		$ 1,683,373.00	
Less previous applications for payment:		$ 1,649,315.00	
SUBTOTAL			$ 34,058.00
OTHER CHARGES (Attach an itemized list)			
Liquidated Damages - Substantial Working Days: 32 days @ $1,000/day*			$ (32,000.00)
CURRENT PAYMENT DUE			$ 2,058.00

Balance to finish, including retainage:	$ 34,354.55	
Contract Time Remaining (If applicable)	(53.00)	Substantial Working Days**
	0	Final Working Days***

*Negotiated amount between City and Contractor on 07/27/2023

**Includes 15 additional days added by Change Order #3

***Final Working Days at 0 as of 07/29/2023

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

Construction Contractor Approval: Reilly Construction Co. (Firm Name)

Signature — Date: 3/18/2024

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

Nicholle Jungren — Signature — Date: March 14, 2024

City of Grimes Staff Approval: Signature — Date: 3-21-24

City of Grimes Council Approval: Council 3-26-24 — 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: 3/14/2024

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
2.01	Clearing and Grubbing	LS	1.00		1.00	$21,000.00	$ 21,000.00	1.00	$ 21,000.00	-	100.00%
2.02	Topsoil, On-Site, Compost-amended	CY	790.00		790.00	$ 100.00	$ 79,000.00	790.00	$ 79,000.00	-	100.00%
2.03	Excavation, Class 10	CY	1,900.00		1,900.00	$ 35.00	$ 66,500.00	1,900.00	$ 66,500.00	-	100.00%
2.04	Subgrade Preparation, 6in Thickness	SY	6,485.00		6,485.00	$ 4.00	$ 25,940.00	6,485.00	$ 25,940.00	-	100.00%
2.05	Subbase Granular, 6in Thickness	SY	6,485.00		6,485.00	$ 14.00	$ 90,790.00	6,485.00	$ 90,790.00	-	100.00%
2.06	Compaction Testing, Moisture & Density Control	LS	1.00		1.00	$ 6,500.00	$ 6,500.00	1.00	$ 6,500.00	-	100.00%
2.07	Below Grade Excavation (Core Out)	CY	500.00		500.00	$ 10.00	$ 5,000.00	500.00	$ 5,000.00	-	100.00%
3.01	Trench Compaction Testing	LS	1.00		1.00	$ 6,500.00	$ 6,500.00	1.00	$ 6,500.00	-	100.00%
4.01	Storm Sewer, Trenched, RCP, 15 in	LF	1,009.00	(18.00)	991.00	$ 65.00	$ 64,415.00	991.00	$ 64,415.00	-	100.00%
4.02	Storm Sewer, Trenched, RCP, 18 in	LF	130.00		130.00	$ 75.00	$ 9,750.00	130.00	$ 9,750.00	-	100.00%
4.03	Storm Sewer, Trenched, RCP, 24 in	LF	8.00		8.00	$ 125.00	$ 1,000.00	8.00	$ 1,000.00	-	100.00%
4.04	Storm Sewer, Trenched, RCP, 30 in	LF	24.00		24.00	$ 130.00	$ 3,120.00	24.00	$ 3,120.00	-	100.00%
4.05	Storm Sewer, Trenched, RCP, 36 in	LF	27.00		27.00	$ 150.00	$ 4,050.00	27.00	$ 4,050.00	-	100.00%
4.06	Storm Sewer, Trenched, RCP, 42 in	LF	155.00		155.00	$ 185.00	$ 28,675.00	155.00	$ 28,675.00	-	100.00%
4.07	Removal of Storm Sewer, Less than 36 in	LF	515.00		515.00	$ 10.00	$ 5,150.00	515.00	$ 5,150.00	-	100.00%
4.08	Removal of Storm Sewer, Greater than 36 in	LF	126.00		126.00	$ 25.00	$ 3,150.00	126.00	$ 3,150.00	-	100.00%
4.09	Pipe Culvert, Trenched, RCP, 60 in	LF	67.00		67.00	$ 350.00	$ 23,450.00	67.00	$ 23,450.00	-	100.00%
4.10	Pipe Apron, Concrete, 15 in	EA	2.00		2.00	$ 2,500.00	$ 5,000.00	2.00	$ 5,000.00	-	100.00%
4.11	Pipe Apron, Concrete, 36 in	EA	1.00		1.00	$ 5,500.00	$ 5,500.00	1.00	$ 5,500.00	-	100.00%
4.12	Pipe Apron, Concrete, 60 in	EA	1.00		1.00	$ 10,000.00	$ 10,000.00	1.00	$ 10,000.00	-	100.00%
4.13	Pipe Apron, Modifed	LS	1.00		1.00	$ 35,000.00	$ 35,000.00	1.00	$ 35,000.00	-	100.00%
4.14	Connection to Existing Storm Sewer	EA	5.00		5.00	$ 1,875.00	$ 9,375.00	5.00	$ 9,375.00	-	100.00%
4.15	Subrains, Soild Wall, 4 in	LF	150.00		150.00	$ 25.00	$ 3,750.00	150.00	$ 3,750.00	-	100.00%
4.16	Subdrain Cleanouts	EA	1.00		1.00	$ 750.00	$ 750.00	1.00	$ 750.00	-	100.00%
4.17	Subdrain Outlets and Connections	EA	1.00		1.00	$ 250.00	$ 250.00	1.00	$ 250.00	-	100.00%
5.01	Valve Box Adjustment	EA	14.00		14.00	$ 550.00	$ 7,700.00	14.00	$ 7,700.00	-	100.00%
6.01	Manhole, SW-401, 48 in	EA	1.00		1.00	$ 3,500.00	$ 3,500.00	1.00	$ 3,500.00	-	100.00%
6.02	Manhole, SW-401, 60 in	EA	1.00		1.00	$ 6,500.00	$ 6,500.00	1.00	$ 6,500.00	-	100.00%
6.03	Manhole, SW-401, 60 in, Modified	EA	1.00		1.00	$ 6,500.00	$ 6,500.00	1.00	$ 6,500.00	-	100.00%
6.04	Manhole, SW-401, 72 in	EA	1.00		1.00	$ 7,000.00	$ 7,000.00	1.00	$ 7,000.00	-	100.00%
6.05	Manhole, SW-402, 4ft x 6ft	EA	1.00		1.00	$ 7,500.00	$ 7,500.00	1.00	$ 7,500.00	-	100.00%
6.06	Intake, SW-501	EA	2.00		2.00	$ 3,500.00	$ 7,000.00	2.00	$ 7,000.00	-	100.00%
6.07	Intake, SW-503	EA	1.00		1.00	$ 5,500.00	$ 5,500.00	1.00	$ 5,500.00	-	100.00%
6.08	Intake, SW-505	EA	1.00		1.00	$ 6,000.00	$ 6,000.00	1.00	$ 6,000.00	-	100.00%
6.09	Intake, SW-507	EA	2.00		2.00	$ 5,000.00	$ 10,000.00	2.00	$ 10,000.00	-	100.00%
6.10	Intake, SW-512, 24 in	EA	7.00		7.00	$ 3,000.00	$ 21,000.00	7.00	$ 21,000.00	-	100.00%
6.11	Intake, SW-512, 30 in	EA	3.00		3.00	$ 3,500.00	$ 10,500.00	3.00	$ 10,500.00	-	100.00%
6.12	Intake, SW-512, 36 in	EA	1.00		1.00	$ 4,500.00	$ 4,500.00	1.00	$ 4,500.00	-	100.00%
6.13	Intake, SW-501 - Modified	EA	7.00		7.00	$ 3,500.00	$ 24,500.00	7.00	$ 24,500.00	-	100.00%
6.14	Intake, SW-505 - Modified	EA	5.00		5.00	$ 6,000.00	$ 30,000.00	5.00	$ 30,000.00	-	100.00%
6.15	Manhole Adjustment, Minor	EA	5.00		5.00	$ 1,500.00	$ 7,500.00	5.00	$ 7,500.00	-	100.00%
6.16	Manhole Adjustment, Major	EA	1.00		1.00	$ 2,750.00	$ 2,750.00	1.00	$ 2,750.00	-	100.00%
6.17	Remove Manhole	EA	2.00		2.00	$ 1,000.00	$ 2,000.00	2.00	$ 2,000.00	-	100.00%
6.18	Remove Intake	EA	2.00		2.00	$ 1,000.00	$ 2,000.00	2.00	$ 2,000.00	-	100.00%
7.01	Pavement, PCC, 7in Thickness	SY	5,540.00	201.00	5,741.00	$ 95.00	$ 545,395.00	5,741.00	$ 545,395.00	-	100.00%
7.02	PCC Pavement Samples and Testing	LS	1.00		1.00	$ 6,500.00	$ 6,500.00	1.00	$ 6,500.00	-	100.00%
7.03	Removal of Sidewalk	SY	66.00		66.00	$ 15.00	$ 990.00	66.00	$ 990.00	-	100.00%
7.04	Removal of Driveway	SY	368.00		368.00	$ 15.00	$ 5,520.00	368.00	$ 5,520.00	-	100.00%
7.05	Sidewalk, PCC 4 Inch Thickness	SY	25.00	7.00	32.00	$ 105.00	$ 3,360.00	32.00	$ 3,360.00	-	100.00%
7.06	Sidewalk, PCC 6 Inch Thickness	SY	45.00	30.00	75.00	$ 130.00	$ 9,750.00	75.00	$ 9,750.00	-	100.00%
7.07	Detectable Warning	SF	64.00		64.00	$ 75.00	$ 4,800.00	64.00	$ 4,800.00	-	100.00%
7.08	Driveway, Paved, PCC; 6 in Thickness	SY	421.00	175.00	596.00	$ 140.00	$ 83,440.00	596.00	$ 83,440.00	-	100.00%
7.09	Sidewalk Assurance Testing	LS	1.00		1.00	$ 5,500.00	$ 5,500.00	1.00	$ 5,500.00	-	100.00%
7.10	Pavement Removal	SY	5,302.00		5,302.00	$ 13.00	$ 68,926.00	5,302.00	$ 68,926.00	-	100.00%
8.01	Temporary Traffic Control	LS	1.00		1.00	$ 10,500.00	$ 10,500.00	1.00	$ 10,500.00	-	100.00%
9.01	Hydraulic Seeding, Seeding, Fertilizing, and Mulching (BFM), Type 1 with Compost Amended Topsoil	AC	0.60		0.60	$ 7,000.00	$ 4,200.00	0.60	$ 4,200.00	-	100.00%
9.02	Hydraulic Mulching, Temporary	AC	0.60		0.60	$ 3,250.00	$ 1,950.00	0.60	$ 1,950.00	-	100.00%
9.03	Intake Protection Device, Installation and Removal	EA	31.00		31.00	$ 225.00	$ 6,975.00	31.00	$ 6,975.00	-	100.00%
9.04	Intake Protection Device, Maintenance	EA	31.00		31.00	$ 30.00	$ 930.00	31.00	$ 930.00	-	100.00%
9.05	Manufactured Check Dams, Installation & Removal	LF	60.00	(60.00)	-	$ 40.00	$ -	-	$ -	-	0.00%
9.06	Rip Rap, Class E	TON	125.00		125.00	$ 85.00	$ 10,625.00	125.00	$ 10,625.00	-	100.00%
9.07	Rip Rap, Erosion Stone	TON	15.00		15.00	$ 95.00	$ 1,425.00	15.00	$ 1,425.00	-	100.00%
9.08	Wattle, Installation	LF	2,000.00		2,000.00	$ 2.00	$ 4,000.00	2,000.00	$ 4,000.00	-	100.00%
9.09	Wattle, Removal	LF	2,000.00		2,000.00	$ 0.25	$ 500.00	2,000.00	$ 500.00	-	100.00%
9.10	Stormwater Pollution Prevention Plan (SWPP) Preparation	LS	1.00		1.00	$ 2,250.00	$ 2,250.00	1.00	$ 2,250.00	-	100.00%
9.11	Stormwater Pollution Prevention Plan (SWPP) Management	LS	1.00		1.00	$ 3,500.00	$ 3,500.00	1.00	$ 3,500.00	-	100.00%
10.01	Removal of Steel Storm Tank Structure	LS	1.00		1.00	$ 12,500.00	$ 12,500.00	1.00	$ 12,500.00	-	100.00%
11.01	Mobilization	LS	1.00		1.00	$ 92,434.00	$ 92,434.00	1.00	$ 92,434.00	-	100.00%
11.02	Concrete Washout	LS	1.00		1.00	$ 3,500.00	$ 3,500.00	1.00	$ 3,500.00	-	100.00%
11.03	Removal & Salvage Sign To Owner	EA	11.00		11.00	$ 275.00	$ 3,025.00	11.00	$ 3,025.00	-	100.00%
11.04	Removal, Salvage & Reinstallation of Mailbox	EA	12.00		12.00	$ 300.00	$ 3,600.00	12.00	$ 3,600.00	-	100.00%
11.05	Maintenance of Postal Services	LS	1.00		1.00	$ 3,500.00	$ 3,500.00	1.00	$ 3,500.00	-	100.00%
11.06	Maintenance of Solid Waste Collection	LS	1.00		1.00	$ 4,500.00	$ 4,500.00	1.00	$ 4,500.00	-	100.00%
	CHANGE ORDER #1										
CO_1.01	SW-512 PCC Collar	LS		1.00	1.00	$ 900.00	$ 900.00	1.00	$ 900.00	-	100.00%
CO_1.02	Tree Removal	LS		1.00	1.00	$ 7,150.00	$ 7,150.00	1.00	$ 7,150.00	-	100.00%
CO_1.03	Driveway, Paved, PCC, 8 in Thickness	SY		38.00	38.00	$ 155.00	$ 5,890.00	38.00	$ 5,890.00	-	100.00%
	CHANGE ORDER #2										
CO_2.01	Tree Removal	LS		1.00	1.00	$ 7,300.00	$ 7,300.00	1.00	$ 7,300.00	-	100.00%
										-	
	CHANGE ORDER #3									-	
CO_3.01	#417 SE 6th St. Roof Drain Connections	LS		1.00	1.00	$ 1,096.48	$ 1,096.48	1.00	$ 1,096.48	-	100.00%
CO_3.02	#418 SE Jacob St. Roof Drain Connections	LS		1.00	1.00	$ 4,397.72	$ 4,397.72	1.00	$ 4,397.72	-	100.00%
CO_3.03	Intake 3.07 & 2.13 Rim Adjustments	LS		1.00	1.00	$ 3,638.60	$ 3,638.60	1.00	$ 3,638.60	-	100.00%
CO_3.04	Intake 2.10 Adjustment_3rd St. Intersection	LS		1.00	1.00	$ 6,385.00	$ 6,385.00	1.00	$ 6,385.00	-	100.00%
CO_3.05	#310 SE Jacob St. Sump Line Connection	LS		1.00	1.00	$ 2,495.50	$ 2,495.50	1.00	$ 2,495.50	-	100.00%
CO_3.06	#503 SE Jacob St. Sump Line Connection	LS		1.00	1.00	$ 2,802.00	$ 2,802.00	1.00	$ 2,802.00	-	100.00%
CO_3.07	Sanitary Sewer Conflict @ the 60" Culvert	LS		1.00	1.00	$ 32,000.00	$ 32,000.00	1.00	$ 32,000.00	-	100.00%
CO_3.08	#501 SE Jacob St. PCC Retaining Wall	LS		1.00	1.00	$ 45,590.00	$ 45,590.00	1.00	$ 45,590.00	-	100.00%
CO_3.09	#501 SE Jacob St. Retaining Wall- City Modifications	LS		1.00	1.00	$ 6,322.25	$ 6,322.25	1.00	$ 6,322.25	-	100.00%
	CHANGE ORDER #4										
9.01	Hydraulic Seeding, Seeding, Fertilizing, and Mulching (BFM), Type 1 with Compost Amended Topsoil	AC		0.30	0.30	$ 7,000.00	$ 2,100.00	0.30	$ 2,100.00		100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $ 1,717,727.55 $ 1,717,727.55 100.00%

Date printed: 3/14/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 13, 2022	$ 95,089.78
2	October 25, 2022	$ 200,669.45
3	November 8, 2022	$ 107,419.82
4	December 27, 2022	$ 249,809.15
5	January 24, 2023	$ 6,935.00
6	May 23, 2023	$ 177,611.05
7	June 13, 2023	$ 253,574.00
8	July 11, 2023	$ 383,353.50
9	October 24, 2023	$ 174,853.25
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Previous Applications for Payment

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TOTAL **$ 1,649,315.00**

Record of Change Orders

No.	Date	Amount
1	October 25, 2022	$ 13,940.00
2	January 24, 2023	$ 7,300.00
3	October 24, 2023	$ 149,387.55
4	March 26, 2024	$ 2,100.00
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TOTAL **$ 172,727.55**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	May 10, 2022
Original Contract Time:	80.00
Added by Change Order:	15.00
Contract Time to Date:	95.00
Time Used to Date:	148.00
Contract Time Remaining:	**(53.00)**

Date Printed: 3/14/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title: 2023 CIPP Lining Program
Contractor: AccuJet, LLC
Address: 913 Evelyn Street, Perry, IA 50220
Finance Budget Code: 335-815-6499 ***Finance Project #***
Vendor Project or Invoice #: ***PO #***
Original Contract Date: January 23, 2024 ***Vendor #*** 1082

Date of Council Meeting: March 26, 2024 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: February 14, 2024 Through: February 29, 2024

Contract Summary

Original Contract Amount:	$ 264,087.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 264,087.00	
Total completed and stored to date:	$ 27,224.00		
Retainage: 5 % of Completed Work:	$ 1,361.20		
Total Earned less Retainage:		$ 25,862.80	
Less previous applications for payment:		$ -	
SUBTOTAL			$ 25,862.80
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 25,862.80
Balance to finish, including retainage:		$ 238,224.20	
Contract Time Remaining (If applicable)	48.00 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: AccuJet, LLC
Firm Name

Shannon Barnes
Signature

3/19/2024
Date

Engineer / Consultant Approval:
Firm Name

Signature

Date

City of Grimes Staff Approval:

Signature

3-19-24
Date

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

CONTRACT PRICE DETAIL

ITEM NO.	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	4.1	PRE-REHABILITATION CLEANING AND INSPECTION, 8 IN.	LF	5,574.00		5,574.00	$ 3.00	$ 16,722.00	5,574.00	$ 16,722.00	$ -	$ 16,722.00	-	100.00%
2	4.2	REMOVE PROTRUDING SERVICE CONNECTIONS	EA	3.00		3.00	$ 375.00	$ 1,125.00	3.00	$ 1,125.00	$ -	$ 1,125.00	-	100.00%
3	4.3	CIPP MAIN LINING, 8 IN.	LF	5,574.00		5,574.00	$ 29.00	$ 161,646.00	313.00	$ 9,077.00	$ -	$ 9,077.00	5,261.00	5.62%
4	4.4	BUILDING SANITARY SEWER SERVICE REINSTATEMENT	EA	102.00		102.00	$ 75.00	$ 7,650.00	-	$ -	$ -	$ -	102.00	0.00%
5	4.5	CIPP END SEAL, 8 IN.	EA	40.00		40.00	$ 150.00	$ 6,000.00	2.00	$ 300.00	$ -	$ 300.00	38.00	5.00%
6	4.6	INJECTION GROUTING OF SERVICE CONNECTIONS, 8 IN.	EA	102.00		102.00	$ 400.00	$ 40,800.00	-	$ -	$ -	$ -	102.00	0.00%
7	4.7	CHEMICAL GROUT	GAL	102.00		102.00	$ 35.00	$ 3,570.00	-	$ -	$ -	$ -	102.00	0.00%
8	4.8	BYPASS PUMPING	LS	1.00		1.00	$ 3,000.00	$ 3,000.00	-	$ -	$ -	$ -	1.00	0.00%
9	4.9	VIDEO INSPECTION OF SANITARY SEWER	LF	5,574.00		5,574.00	$ 1.00	$ 5,574.00	-	$ -	$ -	$ -	5,574.00	0.00%
10	8.1	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	$ 7,500.00	$ 7,500.00	-	$ -	$ -	$ -	1.00	0.00%
11	11.1	MOBILIZATION	LS	1.00		1.00	$ 10,500.00	$ 10,500.00	-	$ -	$ -	$ -	1.00	0.00%
		Change Order Item												
CO1						-		$ -		$ -			-	0.00%
CO2						-		$ -		$ -			-	0.00%
CO3						-		$ -		$ -			-	0.00%
CO4						-		$ -		$ -			-	0.00%
CO5						-		$ -		$ -			-	0.00%
CO6						-		$ -		$ -			-	0.00%
CO7						-		$ -		$ -			-	0.00%
CO8						-		$ -		$ -			-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $ 264,087.00 $ 27,224.00 10.31%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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Previous Applications for Payment

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TOTAL **$ -**

Record of Change Orders

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TOTAL **$ -**

Contract Time Remaining

Contract Period:	WORKING DAYS
Original Contract Date:	January 23, 2024
Original Contract Time:	60.00
Added by Change Order:	
Contract Time to Date:	60.00
Time Used to Date:	12.00
Contract Time Remaining:	**48.00**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: March 26, 2024 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: December 2, 2023 Through: March 19, 2024

Contract Summary

Original Contract Amount:	$ 452,810.00			
Net change by Change Orders:	$ (6,234.40)			
Contract Amount to Date: (line 1 ± 2)		$ 446,575.60		
Total completed and stored to date:	$ 446,575.60			
Retainage: 5 % of Completed Work:	$ 22,328.78			
Total Earned less Retainage:		$ 424,246.82		
Less previous applications for payment:		$ 411,718.69		
SUBTOTAL			$	12,528.13
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	12,528.13
Balance to finish, including retainage:		$ 22,328.78		
Contract Time Remaining (If applicable)	0	WORKING DAYS		

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

Construction Contractor Approval: Howrey Construction
Firm Name

Signature 3/19/2024
Date

Engineer / Consultant Approval: City of Grimes
Firm Name

Signature 3-19-24
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*

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	VALUE OF STORED MATERIALS REMAINING	TOTAL COMPLETED WORK AND STORED MATERIALS	REMAINING QUANTITY	PERCENT COMPLETE
1	CLEARING AND GRUBBING	LS	1.00		1.00	$ 6,000.00	$ 6,000.00	1.00	$ 6,000.00	$ -	$ 6,000.00	-	100.00%
2	TOPSOIL, ON-SITE 4" DEPTH	CY	1,100.00		1,100.00	$ 10.25	$ 11,275.00	1,100.00	$ 11,275.00	$ -	$ 11,275.00	-	100.00%
3	EXCAVATION, CLASS 10	CY	1,025.00		1,025.00	$ 14.00	$ 14,350.00	1,025.00	$ 14,350.00	$ -	$ 14,350.00	-	100.00%
4	REMOVAL OF STORM SEWER, 48 IN.	LF	16.00		16.00	$ 681.00	$ 10,896.00	16.00	$ 10,896.00	$ -	$ 10,896.00	-	100.00%
5	PIPE CULVERT, TRENCHED, RCAP, 24 IN. EQ	LF	210.00		210.00	$ 155.00	$ 32,550.00	210.00	$ 32,550.00	$ -	$ 32,550.00	-	100.00%
6	PIPE CULVERT, TRENCHED, 48 IN.	LF	16.00		16.00	$ 753.50	$ 12,056.00	16.00	$ 12,056.00	$ -	$ 12,056.00	-	100.00%
7	PIPE APRON, FOOTING, AND GUARD, RCAP, 24 IN. EQ	EA	1.00		1.00	$ 5,819.00	$ 5,819.00	1.00	$ 5,819.00	$ -	$ 5,819.00	-	100.00%
8	MANHOLE, SW-401, 84" DIAMETER	EA	1.00		1.00	$18,061.00	$ 18,061.00	1.00	$ 18,061.00	$ -	$ 18,061.00	-	100.00%
9	MANHOLE ADJUSTMENT, MINOR	EA	1.00		1.00	$ 1,000.00	$ 1,000.00	1.00	$ 1,000.00	$ -	$ 1,000.00	-	100.00%
10	MANHOLE ADJUSTMENT, MAJOR	EA	3.00		3.00	$ 3,000.00	$ 9,000.00	3.00	$ 9,000.00	$ -	$ 9,000.00	-	100.00%
11	CURB AND GUTTER, 2 FT.	LF	45.00	4.00	49.00	$ 60.00	$ 2,940.00	49.00	$ 2,940.00	$ -	$ 2,940.00	-	100.00%
12	REMOVAL OF SIDEWALK	SY	14.00		14.00	$ 23.00	$ 322.00	14.00	$ 322.00	$ -	$ 322.00	-	100.00%
13	REMOVAL OF CURB	LF	42.00	(6.00)	36.00	$ 20.00	$ 720.00	36.00	$ 720.00	$ -	$ 720.00	-	100.00%
14	SHARED USE PATH, PCC, 6 IN	SY	4,486.00	20.40	4,506.40	$ 36.50	$ 164,483.60	4,506.40	$ 164,483.60	$ -	$ 164,483.60	-	100.00%
15	SPECIAL SUBGRADE PREP. FOR SHARED USE PATH	SY	6,280.00		6,280.00	$ 2.00	$ 12,560.00	6,280.00	$ 12,560.00	$ -	$ 12,560.00	-	100.00%
16	DETECTABLE WARNING, CAST IRON	SF	120.00	(6.00)	114.00	$ 60.00	$ 6,840.00	114.00	$ 6,840.00	$ -	$ 6,840.00	-	100.00%
17	SHARED USE PATH ASSURANCE TESTING	LS	1.00		1.00	$ 3,000.00	$ 3,000.00	1.00	$ 3,000.00	$ -	$ 3,000.00	-	100.00%
18	CURB AND GUTTER REMOVAL	LF	45.00	4.00	49.00	$ 30.00	$ 1,470.00	49.00	$ 1,470.00	$ -	$ 1,470.00	-	100.00%
19	TRAFFIC SIGNAL MODIFICATIONS	LS	1.00		1.00	$52,500.00	$ 52,500.00	1.00	$ 52,500.00	$ -	$ 52,500.00	-	100.00%
20	PAINTED PAVEMENT MARKINGS, SOLVENT/WQATERBORNE	STA	5.50	0.37	5.87	$ 1,000.00	$ 5,870.00	5.87	$ 5,870.00	$ -	$ 5,870.00	-	100.00%
21	PAINTED PAVEMENT MARKINGS REMOVED	STA	4.50	0.52	5.02	$ 1,500.00	$ 7,530.00	5.02	$ 7,530.00	$ -	$ 7,530.00	-	100.00%
22	SYMBOLS AND LEGENDS REMOVED	EA	1.00		1.00	$ 500.00	$ 500.00	1.00	$ 500.00	$ -	$ 500.00	-	100.00%
23	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	$ 5,890.00	$ 5,890.00	1.00	$ 5,890.00	$ -	$ 5,890.00	-	100.00%
24	HYDRAULIC SEEDING, FERTIZING, AND MULCHING, TYPE 2	AC	3.20		3.20	$ 2,955.00	$ 9,456.00	3.20	$ 9,456.00	$ -	$ 9,456.00	-	100.00%
25	SWPPP PREPARATION	LS	1.00		1.00	$ 2,000.00	$ 2,000.00	1.00	$ 2,000.00	$ -	$ 2,000.00	-	100.00%
26	SWPPP MANAGEMENT	LS	1.00		1.00	$ 4,000.00	$ 4,000.00	1.00	$ 4,000.00	$ -	$ 4,000.00	-	100.00%
27	FILTER SOCK, 9"	LF	900.00	(775.00)	125.00	$ 3.00	$ 375.00	125.00	$ 375.00	$ -	$ 375.00	-	100.00%
28	FILTER SOCK, REMOVAL	LF	900.00	(775.00)	125.00	$ 0.50	$ 62.50	125.00	$ 62.50	$ -	$ 62.50	-	100.00%
29	STABILIZED CONSTRUCTION ENTRANCE	SY	250.00	(250.00)	-	$ 25.00	$ -	-	$ -	$ -	$ -	-	100.00%
30	EROSION CONSTROL MULCHING, HYDROMULCHING	AC	3.20	(0.30)	2.90	$ 2,155.00	$ 6,249.50	2.90	$ 6,249.50	$ -	$ 6,249.50	-	100.00%
31	MOBILIZATION	LS	1.00		1.00	$35,700.00	$ 35,700.00	1.00	$ 35,700.00	$ -	$ 35,700.00	-	100.00%
32	CONCRETE WASHOUT	LS	1.00		1.00	$ 1,500.00	$ 1,500.00	1.00	$ 1,500.00	$ -	$ 1,500.00	-	100.00%
	Change Order Item												
1	Clean Out Castings	EA	2.00		2.00	$ 800.00	$ 1,600.00	2.00	$ 1,600.00	$ -	$ 1,600.00	-	100.00%
2					-		$ -		$ -			-	0.00%
3					-		$ -		$ -			-	0.00%
4					-		$ -		$ -			-	0.00%
5					-		$ -		$ -			-	0.00%
6					-		$ -		$ -			-	0.00%
7					-		$ -		$ -			-	0.00%
8					-		$ -		$ -			-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $ 446,575.60 $ 446,575.60 100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 13, 2023	$ 149,410.82
2	July 11, 2023	$ 187,293.50
3	August 22, 2023	$ 17,334.17
4	November 14, 2023	$ 22,188.20
5	December 26, 2023	$ 35,492.00
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Previous Applications for Payment

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TOTAL **$ 411,718.69**

Record of Change Orders

No.	Date	Amount
1	June 27, 2023	$ 1,600.00
2	March 26, 2024	$ (7,834.40)
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TOTAL **$ (6,234.40)**

Contract Time Remaining

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: March 26, 2024 **PAYMENT REQUEST #** 7 (Retainage)
PAYMENT PERIOD: From: December 2, 2023 Through: March 19, 2024

Contract Summary

Original Contract Amount:	$ 452,810.00			
Net change by Change Orders:	$ (6,234.40)			
Contract Amount to Date: (line 1 ± 2)		$ 446,575.60		
Total completed and stored to date:	$ 446,575.60			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 446,575.60		
Less previous applications for payment:		$ 424,246.82		
SUBTOTAL			$	22,328.78
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	22,328.78
Balance to finish, including retainage:		$ -		
Contract Time Remaining (If applicable)	0	WORKING DAYS		

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

Construction Contractor Approval: Howrey Construction
Firm Name

Signature 3/19/2024
Date

Engineer / Consultant Approval: City of Grimes
Firm Name

Signature 3-19-24
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*

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	VALUE OF STORED MATERIALS REMAINING	TOTAL COMPLETED WORK AND STORED MATERIALS	REMAINING QUANTITY	PERCENT COMPLETE
1	CLEARING AND GRUBBING	LS	1.00		1.00	$ 6,000.00	$ 6,000.00	1.00	$ 6,000.00	$ -	$ 6,000.00	-	100.00%
2	TOPSOIL, ON-SITE 4" DEPTH	CY	1,100.00		1,100.00	$ 10.25	$ 11,275.00	1,100.00	$ 11,275.00	$ -	$ 11,275.00	-	100.00%
3	EXCAVATION, CLASS 10	CY	1,025.00		1,025.00	$ 14.00	$ 14,350.00	1,025.00	$ 14,350.00	$ -	$ 14,350.00	-	100.00%
4	REMOVAL OF STORM SEWER, 48 IN.	LF	16.00		16.00	$ 681.00	$ 10,896.00	16.00	$ 10,896.00	$ -	$ 10,896.00	-	100.00%
5	PIPE CULVERT, TRENCHED, RCAP, 24 IN. EQ	LF	210.00		210.00	$ 155.00	$ 32,550.00	210.00	$ 32,550.00	$ -	$ 32,550.00	-	100.00%
6	PIPE CULVERT, TRENCHED, 48 IN.	LF	16.00		16.00	$ 753.50	$ 12,056.00	16.00	$ 12,056.00	$ -	$ 12,056.00	-	100.00%
7	PIPE APRON, FOOTING, AND GUARD, RCAP, 24 IN. EQ	EA	1.00		1.00	$ 5,819.00	$ 5,819.00	1.00	$ 5,819.00	$ -	$ 5,819.00	-	100.00%
8	MANHOLE, SW-401, 84" DIAMETER	EA	1.00		1.00	$18,061.00	$ 18,061.00	1.00	$ 18,061.00	$ -	$ 18,061.00	-	100.00%
9	MANHOLE ADJUSTMENT, MINOR	EA	1.00		1.00	$ 1,000.00	$ 1,000.00	1.00	$ 1,000.00	$ -	$ 1,000.00	-	100.00%
10	MANHOLE ADJUSTMENT, MAJOR	EA	3.00		3.00	$ 3,000.00	$ 9,000.00	3.00	$ 9,000.00	$ -	$ 9,000.00	-	100.00%
11	CURB AND GUTTER, 2 FT.	LF	45.00	4.00	49.00	$ 60.00	$ 2,940.00	49.00	$ 2,940.00	$ -	$ 2,940.00	-	100.00%
12	REMOVAL OF SIDEWALK	SY	14.00		14.00	$ 23.00	$ 322.00	14.00	$ 322.00	$ -	$ 322.00	-	100.00%
13	REMOVAL OF CURB	LF	42.00	(6.00)	36.00	$ 20.00	$ 720.00	36.00	$ 720.00	$ -	$ 720.00	-	100.00%
14	SHARED USE PATH, PCC, 6 IN	SY	4,486.00	20.40	4,506.40	$ 36.50	$ 164,483.60	4,506.40	$ 164,483.60	$ -	$ 164,483.60	-	100.00%
15	SPECIAL SUBGRADE PREP. FOR SHARED USE PATH	SY	6,280.00		6,280.00	$ 2.00	$ 12,560.00	6,280.00	$ 12,560.00	$ -	$ 12,560.00	-	100.00%
16	DETECTABLE WARNING, CAST IRON	SF	120.00	(6.00)	114.00	$ 60.00	$ 6,840.00	114.00	$ 6,840.00	$ -	$ 6,840.00	-	100.00%
17	SHARED USE PATH ASSURANCE TESTING	LS	1.00		1.00	$ 3,000.00	$ 3,000.00	1.00	$ 3,000.00	$ -	$ 3,000.00	-	100.00%
18	CURB AND GUTTER REMOVAL	LF	45.00	4.00	49.00	$ 30.00	$ 1,470.00	49.00	$ 1,470.00	$ -	$ 1,470.00	-	100.00%
19	TRAFFIC SIGNAL MODIFICATIONS	LS	1.00		1.00	$52,500.00	$ 52,500.00	1.00	$ 52,500.00	$ -	$ 52,500.00	-	100.00%
20	PAINTED PAVEMENT MARKINGS, SOLVENT/WQATERBORNE	STA	5.50	0.37	5.87	$ 1,000.00	$ 5,870.00	5.87	$ 5,870.00	$ -	$ 5,870.00	-	100.00%
21	PAINTED PAVEMENT MARKINGS REMOVED	STA	4.50	0.52	5.02	$ 1,500.00	$ 7,530.00	5.02	$ 7,530.00	$ -	$ 7,530.00	-	100.00%
22	SYMBOLS AND LEGENDS REMOVED	EA	1.00		1.00	$ 500.00	$ 500.00	1.00	$ 500.00	$ -	$ 500.00	-	100.00%
23	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	$ 5,890.00	$ 5,890.00	1.00	$ 5,890.00	$ -	$ 5,890.00	-	100.00%
24	HYDRAULIC SEEDING, FERTIZING, AND MULCHING, TYPE 2	AC	3.20		3.20	$ 2,955.00	$ 9,456.00	3.20	$ 9,456.00	$ -	$ 9,456.00	-	100.00%
25	SWPPP PREPARATION	LS	1.00		1.00	$ 2,000.00	$ 2,000.00	1.00	$ 2,000.00	$ -	$ 2,000.00	-	100.00%
26	SWPPP MANAGEMENT	LS	1.00		1.00	$ 4,000.00	$ 4,000.00	1.00	$ 4,000.00	$ -	$ 4,000.00	-	100.00%
27	FILTER SOCK, 9"	LF	900.00	(775.00)	125.00	$ 3.00	$ 375.00	125.00	$ 375.00	$ -	$ 375.00	-	100.00%
28	FILTER SOCK, REMOVAL	LF	900.00	(775.00)	125.00	$ 0.50	$ 62.50	125.00	$ 62.50	$ -	$ 62.50	-	100.00%
29	STABILIZED CONSTRUCTION ENTRANCE	SY	250.00	(250.00)	-	$ 25.00	$ -	-	$ -	$ -	$ -	-	100.00%
30	EROSION CONSTROL MULCHING, HYDROMULCHING	AC	3.20	(0.30)	2.90	$ 2,155.00	$ 6,249.50	2.90	$ 6,249.50	$ -	$ 6,249.50	-	100.00%
31	MOBILIZATION	LS	1.00		1.00	$35,700.00	$ 35,700.00	1.00	$ 35,700.00	$ -	$ 35,700.00	-	100.00%
32	CONCRETE WASHOUT	LS	1.00		1.00	$ 1,500.00	$ 1,500.00	1.00	$ 1,500.00	$ -	$ 1,500.00	-	100.00%
	Change Order Item												
1	Clean Out Castings	EA	2.00		2.00	$ 800.00	$ 1,600.00	2.00	$ 1,600.00	$ -	$ 1,600.00	-	100.00%
2					-		$ -		$ -			-	0.00%
3					-		$ -		$ -			-	0.00%
4					-		$ -		$ -			-	0.00%
5					-		$ -		$ -			-	0.00%
6					-		$ -		$ -			-	0.00%
7					-		$ -		$ -			-	0.00%
8					-		$ -		$ -			-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $ 446,575.60 $ 446,575.60 100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 13, 2023	$ 149,410.82
2	July 11, 2023	$ 187,293.50
3	August 22, 2023	$ 17,334.17
4	November 14, 2023	$ 22,188.20
5	December 26, 2023	$ 35,492.00
6	March 26, 2024	$ 12,528.13
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Previous Applications for Payment

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TOTAL **$ 424,246.82**

Record of Change Orders

No.	Date	Amount
1	June 27, 2023	$ 1,600.00
2	March 26, 2024	$ (7,834.40)
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TOTAL **$ (6,234.40)**

Contract Time Remaining

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

RESOLUTION 03-0924 APPROVING CHANGE ORDERS

Grimes Resolution No. 03-0924

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

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

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

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

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 March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: S James Street and SE 11th Street Improvements, Change Order#2

BACKGROUND: A change order request has been made for the S James Street and SE 11th Street Improvements project. The purpose and details are as follows:

Traffic Signal Black Paint - Price required to paint the traffic signal poles black to match City of Grimes standards.

BUDGETARY CONSIDERATIONS: The change order will increase the total cost for the project by $5,971.35.

STRATEGIC PLANNING:
Prioritized: __X__YES ____NO

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

BOARD/COMMISION ACTIONS: None

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

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

Prepared by: Aaron Jarosh
Return to: Matt Ahrens

CHANGE ORDER FORM

CITY OF GRIMES

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

Change Order Number: 2

Change Order Date: March 26, 2024

Purpose of Change Order:

Price required to paint the traffic signal poles black to match City of Grimes standard.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
CO2.1	TRAFFIC SIGNAL BLACK PAINT	LS	1.00	$ 5,971.35	$ 5,971.35
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

Change Order Number: 2 makes the following adjustments to the contract: $ 5,971.35

Contractor Accepted: Absolute Concrete Construction, Inc.
Firm Name
Signature 2-23-24 Date

Engineer Approved: City of Grimes
Firm Name
Signature 2-23-24 Date

Owner Accepted: City of Grimes
Signature Title
Date

Attest for Owner:
Signature Title
Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 9,047,309.99
1	January 23, 2024	$ 18,580.00
2	March 26, 2024	$ 5,971.35
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Revised Contract Amount $ 9,071,861.34

Date Printed: 2/21/2024

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: GrimesPlex Fiber Connection, Change Order #1

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

Installation of Additional Handhole - Furnishing and installation of 1 additional handhole at the connection point to the GrimesPlex.

BUDGETARY CONSIDERATIONS: The change order will increase the total cost for the project by $1,256.00.

STRATEGIC PLANNING:
Prioritized: __X__YES ____NO

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

BOARD/COMMISION ACTIONS: None

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

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

Prepared by:	Aaron Jarosh
Return to:	Matt Ahrens

CHANGE ORDER FORM

CITY OF GRIMES

Project Title:	GrimesPlex Fiber Connection		
Contractor:	Commonwealth Electric Company		
Address:	1530 2nd Avenue, Des Moines, IA 50314		
Finance Budget Code:	367-470-6499	***Finance Project #***	
Vendor Project or Invoice #:		***PO #***	
Original Contract Date:	October 10, 2023	***Vendor #***	4339

Change Order Number: 1

Change Order Date: March 26, 2024

Purpose of Change Order:

This change order is for the furnishing and installation of 1 additional handhole at the connection point to the GrimesPlex .

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
CO1.1	Installation of Additional Handhole	LS	1.00	$ 1,256.00	$ 1,256.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
Change Order Number: 1 makes the following adjustments to the contract:					**$ 1,256.00**

Contractor Accepted: Commonwealth Electric Company

David Vander Horst — Signature

Digitally signed by David Vander Horst
DN: C=US, E=dvanderhorst@commonwealthelectric.com, CN=David Vander Horst
Date: 2024.02.26 16:39:45 -06'00'

Firm Name

2/26/2024 — Date

Engineer Approved: City of Grimes

Signature — Firm Name

2-26-24 — Date

Owner Accepted: City of Grimes

Signature — Title

Date

Attest for Owner:

Signature — Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 57,803.50
1	March 26, 2024	$ 1,256.00
2		
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Revised Contract Amount **$ 59,059.50**

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: SE/SW 19th Street Sanitary Sewer Extension, Change Order #2

BACKGROUND: A change order request has been made for the SE/SW 19th Street Sanitary Extension project. The purpose and details are as follows:

Remainder of Drop Connection - Additional cost for the external drop connection at manhole SA-08.

BUDGETARY CONSIDERATIONS: The change order will increase the total cost for the project by $2,873.94.

STRATEGIC PLANNING:
Prioritized: __X__YES ____NO

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

BOARD/COMMISION ACTIONS: None.

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

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

Prepared by: Aaron Jarosh
Return to: Matt Ahrens

CHANGE ORDER FORM

CITY OF GRIMES

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

Change Order Number: 2

Change Order Date: March 26, 2024

Purpose of Change Order:

Additional cost for the external drop connection at manhole SA-08.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
CO2.1	Remainder of Drop Connection	EA	1.00	$ 2,873.94	$ 2,873.94
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

Change Order Number: 2 makes the following adjustments to the contract: **$ 2,873.94**

Contractor Accepted: S.M. Hentges & Sons, Inc.
Firm Name
Signature — Joe Miller — Date: 03.06.2024

Engineer Approved: City of Grimes
Firm Name
Signature — Date: 3-6-24

Owner Accepted: City of Grimes
Signature — Title — Date

Attest for Owner:
Signature — Title — Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$1,850,000.00
1	January 23, 2024	$ 47,730.88
2	March 26, 2024	$ 2,873.94
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Revised Contract Amount **$ 1,900,604.82**

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: SE Jacob Street Reconstruction and Storm Sewer, Change Order #4

BACKGROUND: A change order request has been made for the SE Jacob Street Reconstruction and Storm Sewer project. The purpose and details are as follows:

Accounts for the additional seeding requested by the City on the south end of the project within grading limits. Area (s) re-seeded include Phase 1, on SE Jacob St. from 6th St. to house #418 on SE Jacob St.

BUDGETARY CONSIDERATIONS: The change order will increase the total cost for the project by $2,100.00.

STRATEGIC PLANNING:
Prioritized: __X__YES ____NO

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

BOARD/COMMISION ACTIONS: None

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

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

Prepared by: Aaron Jarosh
Return to: Matt Ahrens

CHANGE ORDER FORM

CITY OF GRIMES

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

Change Order Number: 4

Change Order Date: March 26, 2024

Purpose of Change Order:

This bid item accounts for the additional seeding requested by the City on the south end of the project within grading limits. Area(s) re-seeded include phase 1, on SE Jacob St. from 6th St. to house #418 on SE Jacob St..

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
9.01	Hydraulic Seeding, Seeding, Fertilizing, and Mulching (BFM), Type 1 with Compost Amended Topsoil	AC	0.30	$ 7,000.00	$ 2,100.00
Change Order Number: 4 makes the following adjustments to the contract:					**$ 2,100.00**

Contractor Accepted: Reilly Construction Co. (Firm Name)

Signature — Date: 3/18/2024

Engineer Approved: MSA Professional Services, Inc. (Firm Name)

Nicholle Jungren — Signature — Date: 3/14/2024

Owner Accepted: City of Grimes MSA 3-21-24

Signature — Title — Date

Attest for Owner:

Signature — Title — Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 1,545,000.00
1	October 25, 2022	$ 13,940.00
2	January 24, 2023	$ 7,300.00
3	October 10, 2023	$ 149,387.55
4	March 26, 2024	$ 2,100.00
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Revised Contract Amount **$ 1,717,727.55**

Date Printed: 3/14/2024

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: WRA Grimes Connector – Contract 4, Change Order #4

BACKGROUND: A change order request has been made for the WRA Grimes Connector – Contract 4 project. The purpose and details are as follows:

Additional 7" PCC Driveway Paving for the driveway in and around the lift station. Additional paving includes an estimated 304 SY required to allow garbage truck to enter and leave the facility.

BUDGETARY CONSIDERATIONS: The change order will increase the total cost for the project by $37,437.04.

STRATEGIC PLANNING:
Prioritized: __X__YES ____NO

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

BOARD/COMMISION ACTIONS: None.

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

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

Prepared by: Aaron Jarosh
Return to: Matt Ahrens

CHANGE ORDER FORM

CITY OF GRIMES

Project Title: WRA Grimes Connector - Contract 4
Contractor: Shank Constructors, Inc.
Address: 3501 85th Avenue North, Brooklyn Park, MN 55443
Finance Budget Code: 364-815-6499 **Finance Project #** 0
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: January 25, 2022 **Vendor #** 2926

Change Order Number: 4

Change Order Date: March 26, 2024

Purpose of Change Order:

1. Additional 7" PCC Driveway Paving for the driveway in and around the lift station. Additional paving includes an estimated 304 SY required to allow garbage truck to enter and leave the facility.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Additional 7" PCC Driveway Paving	LS	1.00	$ 37,437.04	$ 37,437.04

Change Order Number: 4 makes the following adjustments to the contract: $ 37,437.04

Contractor Accepted: Shank Constructors, Inc.
Firm Name

Signature Date 3/18/2024

Engineer Approved: Vecustra + Kim, Inc.
Firm Name

Signature Date 3/18/2024

Owner Accepted: City of Grimes MSA 3-21-24

Signature Title

Date

Attest for Owner:

Signature Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 8,068,100.00
1	December 13, 2022	$ 2,493.33
2	April 11, 2023	$ 15,924.00
3	October 24, 2023	$ 169,736.45
4	March 26, 2024	$ 37,437.04
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Revised Contract Amount $ 8,293,690.82

Date Printed: 3/15/2024

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: WRA Grimes Connector – Contract 2, Change Order #3

BACKGROUND: A change order request has been made for the WRA Grimes Connector – Contract 2 project. The purpose and details are as follows:

Includes the lowering of 9 manholes throughout the Bohrofen property south of Hwy 44. Labor and equipment unit pricing agreed to be rounded up to the full day, not to exceed 4.5 days (45 hr on 10 hr/day basis).

BUDGETARY CONSIDERATIONS: The change order will increase the total cost for the project by $40,987.10.

STRATEGIC PLANNING:
Prioritized: __X__YES ____NO

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

BOARD/COMMISION ACTIONS: None

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

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

Prepared by: Aaron Jarosh
Return to: Matt Ahrens

CHANGE ORDER FORM

CITY OF GRIMES

Project Title: WRA Grimes Connector - Contract 2
Contractor: S. M. Hentges & Sons, Inc.
Address: 650 Quaker Avenue, Jordan, MN 55352
Finance Budget Code: 362-815-6499 **Finance Project #** 0
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: March 8, 2022 **Vendor #** 4294

Change Order Number: 3

Change Order Date: March 26, 2024

Purpose of Change Order:

Includes the lowering of 9 manholes throughout the Bohrofen property south of Hwy 44.Labor and equipment unit pricing agreed to be rounded up to the full day, not to exceed 4.5 days (45hr on 10hr/day basis).

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Materials	LS	1.00	$ 8,564.60	$ 8,564.60
2	Labor & Equipment	HR	45.00	$ 720.50	$ 32,422.50
3					$ -
4					$ -
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -
11					$ -
12					$ -
13					$ -

Change Order Number: 3 makes the following adjustments to the contract: $ 40,987.10

Contractor Accepted: S. M. Hentges & Sons, Inc.
Firm Name
Joe Miller
Signature
03.18.2024
Date

Engineer Approved: Veenstra & Kimm, Inc
Firm Name
Signature
3/18/2024
Date

Owner Accepted: City of Grimes MSA 3-21-24
Signature
Title
Date

Attest for Owner:
Signature
Title
Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$9,530,000.00
1	February 14, 2023	$ 56,925.00
2	November 14, 2023	$ 328,739.20
3	March 26, 2024	$ 40,987.10
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$9,956,651.30
Revised Contract Amount $ ~~426.651.30~~

Date Printed: 3/15/2024

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Iowa Highway 44 Trail Extension, Change Order #2

BACKGROUND: A change order request has been made for the Iowa Highway 44 Trail Extension project. The purpose and details are as follows:

This change order request is adjusting plan quantities to reflect actual field measured quantities.

BUDGETARY CONSIDERATIONS: This change order will decrease the total cost for the project by $7,834.40.

STRATEGIC PLANNING:
Prioritized: __X__YES ____NO

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

BOARD/COMMISION ACTIONS: None

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

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

Prepared by:	Aaron Jarosh
Return to:	Matt Ahrens

CHANGE ORDER FORM

CITY OF GRIMES

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

Change Order Number: 2

Change Order Date: March 26, 2024

Purpose of Change Order:

This change order reflects the field adjustments to the quantities base on actual measurements made in the field.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
11	Curb and Gutter, 2ft	LF	4.00	$ 60.00	$ 240.00
13	Removal of Curb	LF	(6.00)	$ 20.00	$ (120.00)
14	Shared Use Path, PCC, 6 In	SY	20.40	$ 36.50	$ 744.60
16	Detectable Warning, Cast Iron	SF	(6.00)	$ 60.00	$ (360.00)
18	Curb and Gutter Removal	LF	4.00	$ 30.00	$ 120.00
20	Painted Pavement Markings, Solvent/Waterborne	STA	0.37	$ 1,000.00	$ 370.00
21	Painted Pavement Markings Removed	STA	0.52	$ 1,500.00	$ 780.00
27	Filter Sock, 9"	LF	(775.00)	$ 3.00	$ (2,325.00)
28	Filter Sock, Removal	LF	(775.00)	$ 0.50	$ (387.50)
29	Stabilized Construction Entrance	SY	(250.00)	$ 25.00	$ (6,250.00)
30	Erosion Control Mulching, Hydromulching	AC	(0.30)	$ 2,155.00	$ (646.50)
Change Order Number: 2 makes the following adjustments to the contract:					**$ (7,834.40)**

Contractor Accepted: Howrey Construction
Firm Name
Signature
3/19/2024
Date

Engineer Approved: City of Grimes
Firm Name
Signature
3-19-24
Date

Owner Accepted: City of Grimes

Signature
Title
Date

Attest for Owner:

Signature
Title
Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 452,810.00
1	June 27, 2023	$ 1,600.00
2	March 26, 2024	$ (7,834.40)
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Revised Contract Amount **$ 446,575.60**

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: GrimesPlex Buildings, Change Order #7

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

This change order request is to revise bollards to removeable and lockable bollards in front of the northern concession building and provide electronic gate hardware for the facility.

BUDGETARY CONSIDERATIONS: This change order will increase the total cost for the project by $12,948.26.

STRATEGIC PLANNING:
Prioritized: __X__YES ____NO

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

BOARD/COMMISION ACTIONS: None

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

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

Prepared by:	Aaron Jarosh
Return to:	Matt Ahrens

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
GrimesPlex Grimes, Iowa	Contract For: General Construction Date: June 07, 2023	Change Order Number: 007 Date: March 18, 2024
OWNER: *(Name and address)*	**ARCHITECT:** *(Name and address)*	**CONTRACTOR:** *(Name and address)*
City of Grimes 410 SE Main Street, Suite 102 Grimes, IA 50111	Savage-Ver Ploeg & Associates, Inc. dba SVPA Architects Inc. 1466 28th Street, Suite 200 West Des Moines, IA 50266	Edge Commercial, LLC 3155 SE Miehe Drive, Suite 2 Grimes, IA 50111

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

1. Revise (5) bollards to removeable and lockable bollards as detailed in attached Change Request 14 dated February 20, 2024. Add: $2,576.00
2. Provide electronic fence gate hardware as detailed in attached Change Request dated March 11, 2024. Add: ~~$10,327.26~~ $10,372.26

The original Contract Sum was	$	4,538,000.00
The net change by previously authorized Change Orders	$	223,503.36
The Contract Sum prior to this Change Order was	$	4,761,503.36
The Contract Sum will be increased by this Change Order in the amount of	$	12,948.26
The new Contract Sum including this Change Order will be	$	4,774,451.62

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

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

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

Savage-Ver Ploeg & Associates, Inc. dba SVPA Architects Inc.	Edge Commercial, LLC	City of Grimes
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
	Jason Ceretti	
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Thad N. Long, AIA, Vice President	Jason Ceretti, Partner	Scott Mikkelsen, Mayor
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
March 18, 2024		
DATE	**DATE**	**DATE**

Finance Budget Code = 367-470-6499
Vendor# = 1334
MSA 3-20-24

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User Notes: (3B9ADA47)

2024-03-18 GrimesPlex Change Order 07

Interim Agreement Report 2024-03-19

Created:	2024-03-18
By:	Karen Wood (k-wood@svpa-architects.com)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAQb2eXptEfTe9brjQv3S5TdoFFdu-cKI7

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"2024-03-18 GrimesPlex Change Order 07" History

Document created by Karen Wood (k-wood@svpa-architects.com)
2024-03-18 - 7:32:46 PM GMT- IP address: 167.142.51.214

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2024-03-18 - 7:34:29 PM GMT

Email viewed by Thad Long (t-long@svpa-architects.com)
2024-03-18 - 7:57:20 PM GMT- IP address: 167.142.51.214

Document e-signed by Thad Long (t-long@svpa-architects.com)
Signature Date: 2024-03-18 - 7:57:30 PM GMT - Time Source: server- IP address: 167.142.51.214

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2024-03-18 - 8:06:44 PM GMT- IP address: 108.178.209.98

Document e-signed by Jason Ceretti (jceretti@edgeco-usa.com)
Signature Date: 2024-03-18 - 8:21:37 PM GMT - Time Source: server- IP address: 108.178.209.98

Document emailed to Matt Ahrens (mahrens@grimesiowa.gov) for signature
2024-03-18 - 8:21:39 PM GMT

Email viewed by Matt Ahrens (mahrens@grimesiowa.gov)
2024-03-19 - 1:01:58 PM GMT- IP address: 104.47.65.254

Adobe Acrobat Sign

EDGE COMMERCIAL

Change Request

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

Number: 14
Date: 2/20/24
Job: S-14121-23 GrimesPlex Buildings
Phone:

Description: CR 14 Change (5) Bollards to Removeable Bollards

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

To change (5) regular bollards to removeable & lockable bollards per the attached drawing:

Bollard credit: ($250.00)
Ideal Shield: $2,660.00

Edge Bond/Insurance (1.85%): $45.00
Edge Fee (5%): $121.00

The total amount to provide this work is $2,576.00

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

Submitted by: Branson Ropp
Edge Commercial, LLC

Approved by: _____
Date: _____

Manufacturer of the Ideal Shield Protective Guard Rail Systems

Quote

IDEAL SHIELD, LLC
2525 CLARK STREET
DETROIT, MI 48209-1355
(313) 842-7290

Order Number: 0389833
Order Date: 2/12/2024
Salesperson: 0402
Customer Number: EDGEA10
Quoted By: Laurence Buckley

Quote To:
TANNER PEARD
EDGE COMPANIES
3155 SE MIEHME DR, STE 2
GRIMES, IA 50111

Ship To:
EDGE COMPANIES
3155 SE MIEHME DR, STE 2
GRIMES, IA 50111

Phone #

Confirm To: tpeard@edgeco-usa.com

Customer P.O.	Ship VIA	Freight	Expiration Date
QUOTE	FEDEX FREIGHT	PPD&ADD	2/27/2024

Item Number	Unit	Quantity	Price	Amount
6" Removable Locking Bollard **Consists of:** • 6" schedule 40 Steel Pipe • 18" in ground, 42" above ground • 7" Round steel floor sleeve included • Bollard Sleeve: 1/8" (nominal) Wall Thickness, 6"x42" • Part #: PRODUCT CODE-PRODUCT COLOR- DIAMETER-FINISH TYPE				
REMOVABLE WITH LOCK 6" GALV	EACH	5.00	432.4500	2,162.25

W/ BLACK BOLLARD COVERS @ 48"
DELIVERY SERVICES:

-LIFTGATE: NO
-DELIVERY APPOINTMENT: YES
-RESTRICTED ACCESS/RESIDENTIAL: NO
-OFFLOADING ASSISTANCE: NO

PLEASE NOTE: OTHER DELIVERY CHARGES MAY APPLY

Net Order:	2,162.25
Freight:	368.45
Sales Tax:	129.74
Order Total:	2,660.44

Prices are subject to change without written notification. Quotes are valid for 5 business days. Cancellation fees may apply on custom orders. Starting September 1, 2020, your order may be subject to sales tax.Please contact our team with any questions. Additional charges will apply if shipped to a residential address and/or if a lift gate or an appointment is required. If the carrier is not able to deliver on the first attempt, redelivery charges will apply.

6" PLASTIC SLEEVE STANDARD YELLOW
AVAILABLE IN MULTIPLE COLORS

6" SCH 40 PIPE

GROUNDING TAB

TAB FOR LOCK
(LOCK NOT INCLUDED)

CLOSURE PLATE

7 INCH GROUND SLEEVE

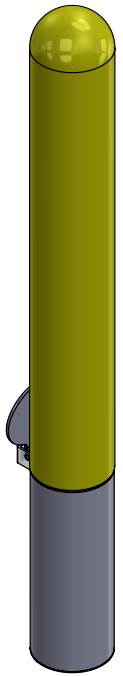
CUSTOM HEIGHT
ABOVE GRADE:
(INCHES)

CUSTOM HEIGHT
BELOW GRADE:
(INCHES)

42.00 STANDARD

18.00 STANDARD

Ø0.38



SIDE VIEW

FRONT VIEW

R3.50

TOP VIEW

FINISH

BARE ☐

GALVINIZED ☐

CUSTOMER SIGNATURE:

THIS DRAWING AND ALL THE INFORMATION THEREON
IS THE PROPERTY OF THE IDEAL SHIELD, IS CONFIDENTIAL
AND MUST NOT BE MADE PUBLIC, NOR COPIED, NOR
USED, TO THE DISADVANTAGE OF SAID IDEAL SHIELD
AND IS SUBJECT TO RETURN ON DEMAND
COPYRIGHT 2003
IDEAL SHIELD

UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES SURFACE FINISH: TOLERANCES: LINEAR: ANGULAR:	FINISH: GALZINIZED OR BARE
DEBURR AND BREAK SHARP EDGES	DO NOT SCALE DRAWING
REVISION	

	NAME	SIGNATURE	DATE
DRAWN			
CHK'D			
APPV'D			
MFG			
Q.A			

MATERIAL: A53 AND A36 STEEL

WEIGHT:

TITLE: 6 INCH REMOVABLE LOCKING BOLLARD

DWG NO. REM-LOCK-06

A3

SCALE:1:20

SHEET 1 OF 2

idealSHIELD® MADE IN USA

EDGE COMMERCIAL

Change Request

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

Number: 15
Date: 3/11/24
Job: S-14121-23 GrimesPlex Buildings
Phone:

Description: CR 15 Gate & hardware changes per PR 9R1

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

To provide gate and hardware changes per PR #9R1:

Des Moines Steel Fence: $2,910.00
Van Maanen: $6,797.00

Edge Bond/Insurance (1.85%): $180.00
Edge Fee (5%): $486.00

The total amount to provide this work is $10,372.26

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

Submitted by: Branson Ropp
Edge Commercial, LLC

Approved by: _____
Date: _____

PROPOSAL REQUEST

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

CCN # **PR # 09R1**
Date: 3/7/2024
Project Name: Grimesplex Buildings
Page Number: 1

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

Work Description

Scope: PR # 09R1
Access Control Gate/Exit Device with Card Reader Override

Breakdown

Description	Qty	Total Mat.	Total Hrs.
COMPOSITE CABLE	220	1,353.00	3.52
Totals	**220**	**1,353.00**	**3.52**

Summary

Material		1,353.00
LABOR	(3.52 Hrs @ $71.53)	251.79
O&M	(@ 15.000 %)	240.72
ACCESS CONTROL	($4,715.00 + 0.000 % + 0.000 % + 5.000 %)	4,950.75
Final Amount		**$6,796.26**

Van Maanen Authorization:

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

Signature: _____ Date: 3/7/24

Edge Commercial Authorization

Name: Branson Ropp

Signature: _____ Date: _____

ORIGINAL

DES MOINES STEEL FENCE CO., INC.

Des Moines Steel Fence Co. Inc.
2045 NE 46th Ave, Ste A
Des Moines, Iowa 50313
Office: 515-270-6227
Fax: 515-270-2462

COMMERCIAL PROPOSAL

DATE 2-15-24

TO Edge Commercial LLC

Attn. Tanner or Branson

Email/Fax #

PROJECT NAME & ADDRESS:

GrimesPlex

Grimes, Ia. PR # 9

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	PRICE EXTENSION
		Furnish labor and material to complete the following.		
	****	Cost to change the 2 gated areas with ornamental iron		
		fence from 1-14' double swing with a 2' section of fence		
		on each side to the new design of 1-14' double swing		
		gate that is able to be padlocked and 1-man gate		
		with self-closing hinges with a keyed lock on the outside		
		and a panic device with an electric strike. Includes		
		expanded metal on the gate to keep someone from		
		reaching thru and depressing the panic device.		
		NO Reader or wiring by us.*	Total Add	$ 2,910.00

SALES TAX	
DELIVERY	
TOTAL	

** Property lines & any required permits are the responsibility of the owner or general contractor, unless otherwise noted.

** Any private Utilities, including propane & sprinkler lines, must be located by customer. Any damages are not the responsibility of Des Moines Steel Fence.

You are hereby authorized to furnish and install the above described fencing of the prices and upon terms and conditions specified hereon. I (we) accept full responsibility for the location of all property lines, and I (we) hereby consent to Company's entry upon the property where the fence is to be installed and to Company's removal of said fence, without notice, if the contract is not paid in full when due. I (we) hereby warrant that I (we) are in and entitled to possession of the property where the fence is to be installed, and I (we) hereby agree to indemnify Company and hold it harmless for any damages to said property because of the removal of said fences as foresaid. I (we) understand that all the terms and conditions set forth hereon are subject to act of God, governmental action, strikes, labor disturbances, fires, additional taxes, floods, earthquakes, inability to obtain the materials described hereon, partial or total interruptions, loss or shortage of producing, manufacturing or transportation facilities, or any other cause beyond Company's control, whether or not similar to any of the causes specifically enumerated, and if performance in whole or part is prevented or hindered, or cost is abnormally increased as a result thereof, Company shall not be liable for any losses, damages or delay occasioned thereby, and performance hereunder shall be excused without liability on Company's part. I (we) further understand that this order constitutes the agreement between the parties in reference to material described hereon.

Unless otherwise stated quoted valid for 10 days.

- **1.5% monthly interest (18% APR) will be charged on all past due accounts over 30 days.**
- **Reasonable collection and attorney fees will be assessed on all accounts placed for collection.**
- **Customer will be responsible for any restocking fees or permit costs incurred if job is cancelled prior to installation. No materials accepted for return without prior authorization.**

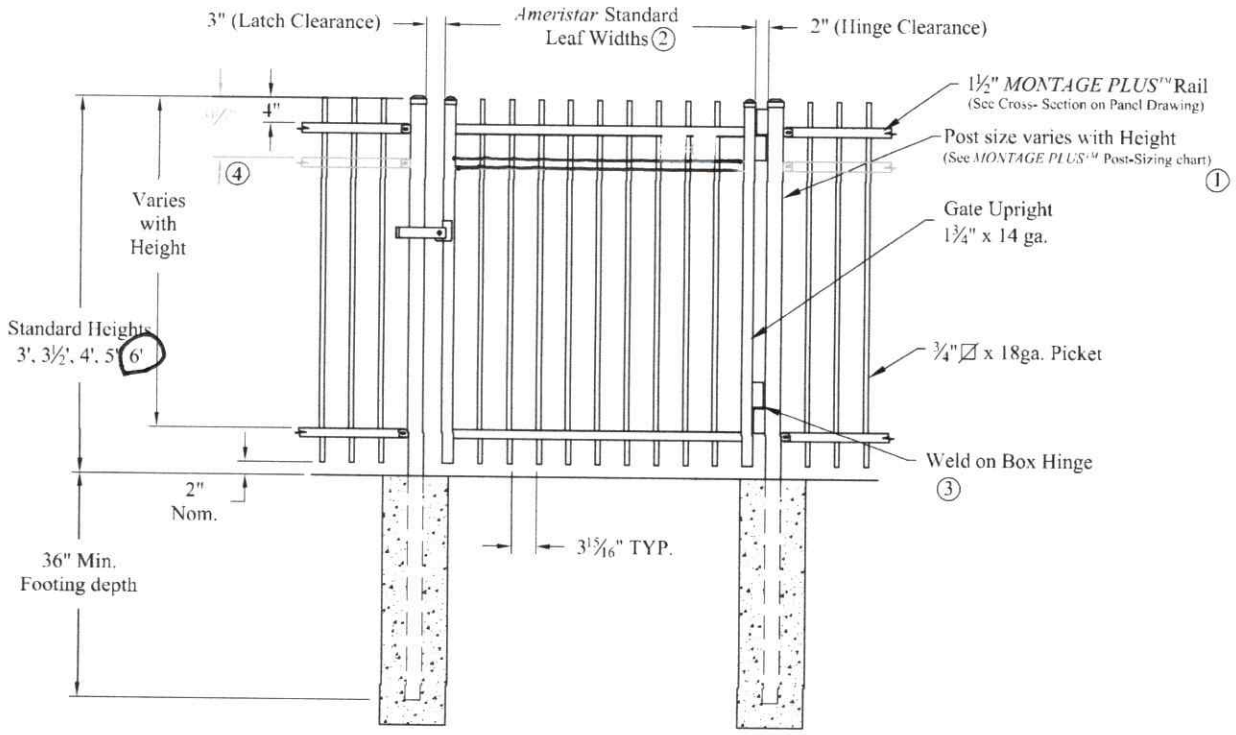
IMPORTANT – All owners, principals, partners and senior staff members signing below, by execution of this contract, give their full and unconditional personal guarantee for the entire fulfillment of this contract and its contract conditions and terms.

Must be signed by owner, proprietor, or corporate officer.

PURCHASER DATE

Jeff Donels
SELLER'S REPRESENTATIVE

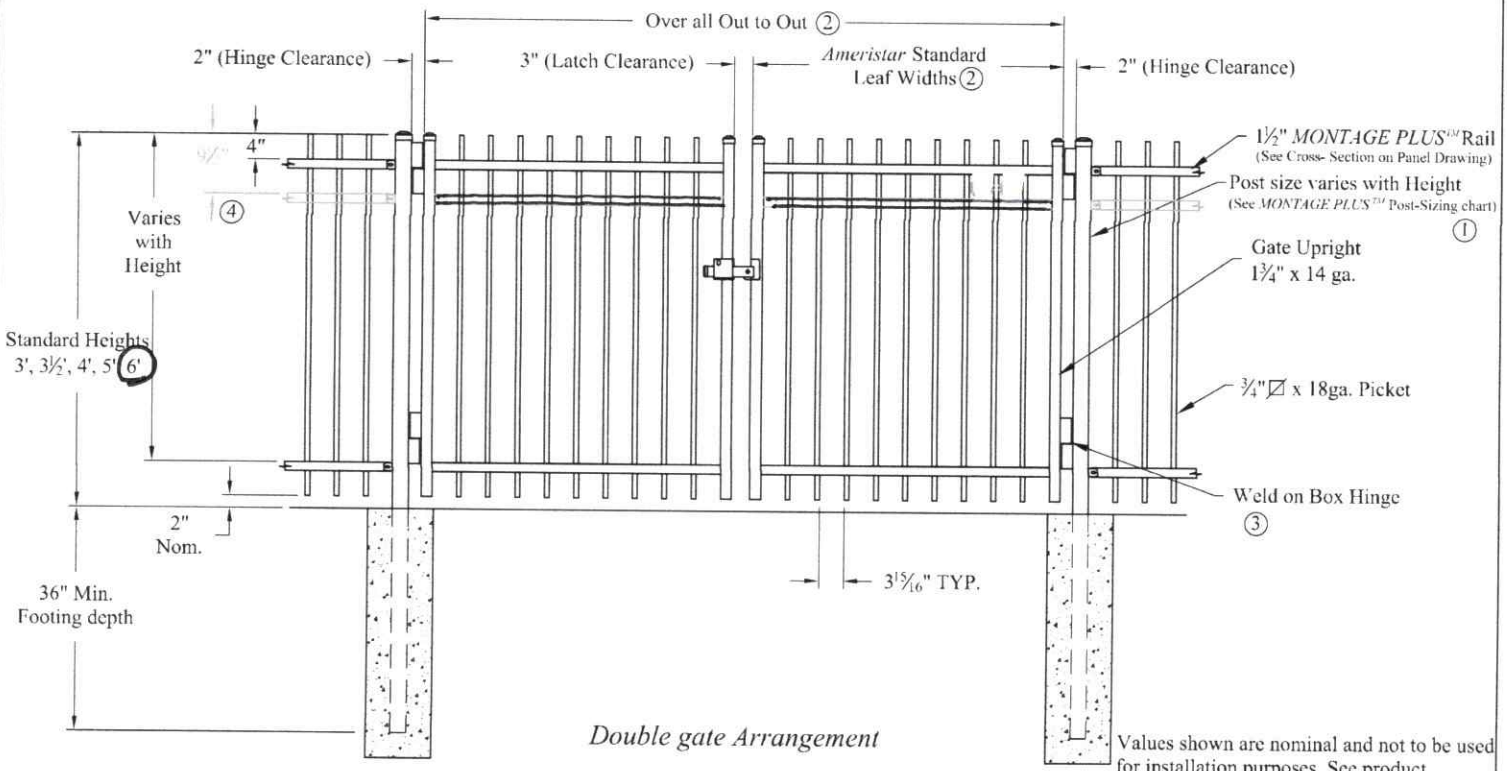
2-15-24
DATE



Single gate Arrangement

NOTES:

1.) Post size depends on fence height, weight and wind loads. See *MONTAGE PLUS* ™ post sizing chart.
2.) See *Ameristar* gate table for standard out to outs. Custom gate openings available for special out to out/leaf widths.
3.) Additional styles of gate hardware are available on request. This could change the Latch & Hinge Clearance.
4.) Third rail required for *Double Rings*.



Double gate Arrangement

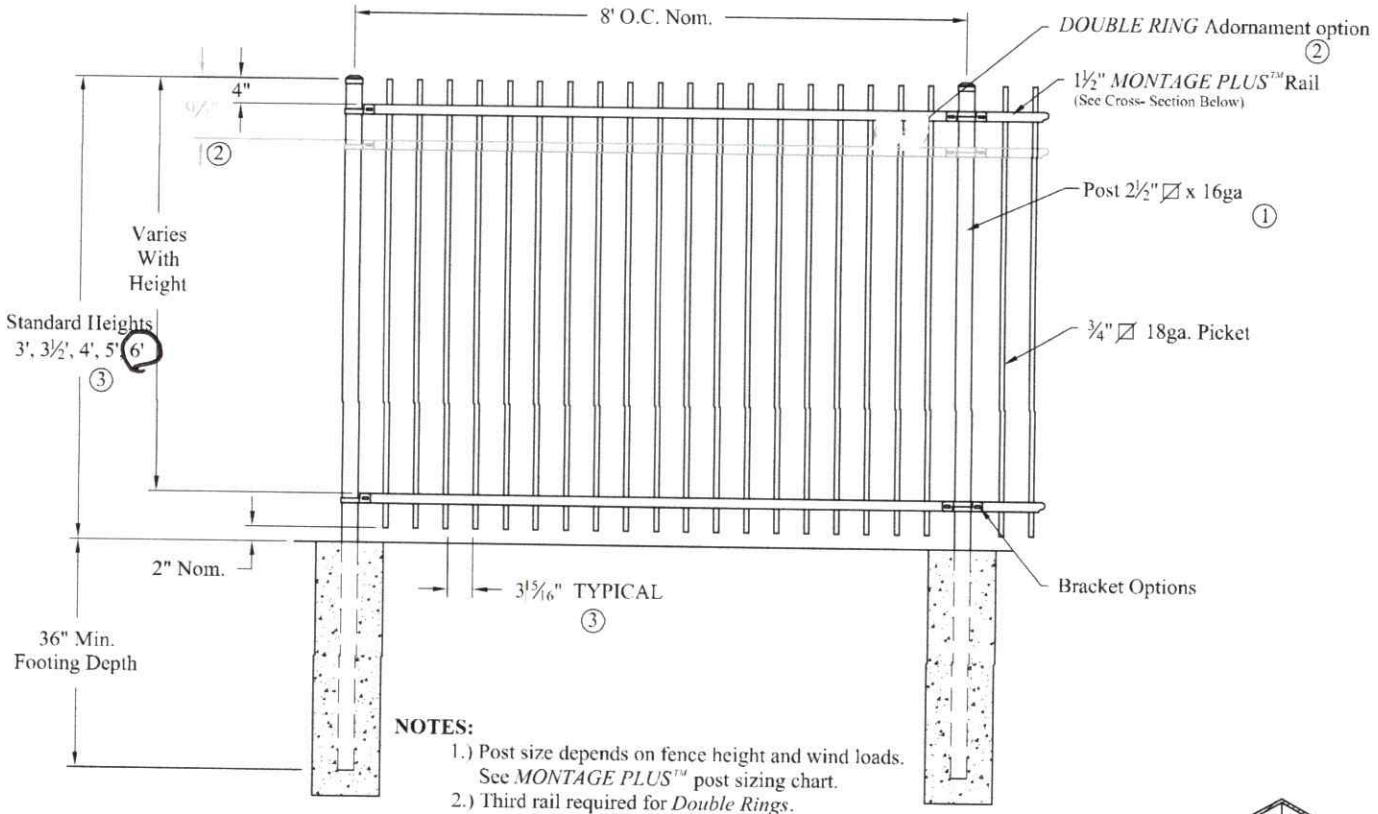
Values shown are nominal and not to be used for installation purposes. See product specification for installation requirements.

COMMERCIAL STRENGTH WELDED STEEL GATE

1RGISOG

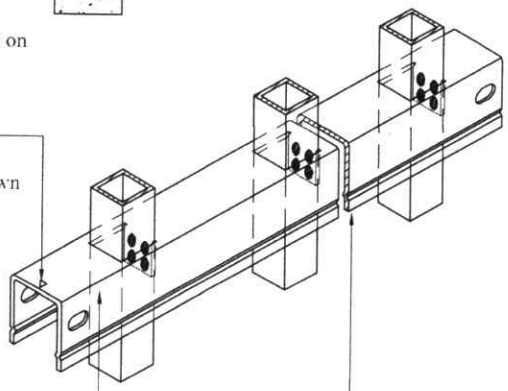
Title: MONTAGE PLUS GENESIS 2/3-RAIL SGL & DBL GATE			
DR: CI	SH . 1of 1	SCALE: DO NOT SCALE	
CK: ME	Date 6/28/10		REV: e

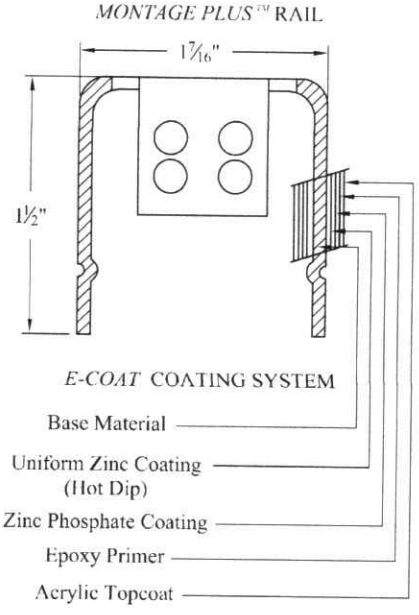
AMERISTAR®
1555 N. Mingo
Tulsa, OK 74116
1-888-333-3422
www.ameristarfence.com

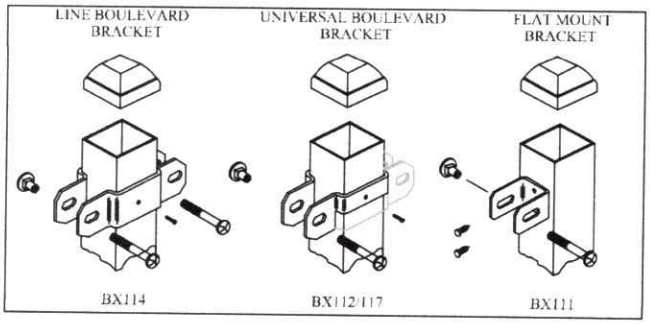


NOTES:

1.) Post size depends on fence height and wind loads. See *MONTAGE PLUS™* post sizing chart.
2.) Third rail required for *Double Rings*.
3.) Available in 3" air space and/or Flush Bottom on most heights.







COMMERCIAL STRENGTH WELDED STEEL PANEL

PRE-ASSEMBLED

Values shown are nominal and not to be used for installation purposes. See product specification for installation requirements.

1RGISO

Title:
MONTAGE PLUS GENESIS 2/3-RAIL

DR: CI	SH . 1of 1	SCALE: DO NOT SCALE	
CK: ME	Date 6/28/10		REV: e

AMERISTAR®
1555 N. Mingo
Tulsa, OK 74116
1-888-333-3422
www.ameristarfence.com

1. Product Name

- 6045 Superior Exit Bar Kit

2. Manufacturer

DAC Industries, Inc.
600 11th St NW.
Grand Rapids, MI 49504

Phone: 616-235-0140
800-888-9768
Fax: 616-235-2901

Email: info@dacindustries.com
Web: www.dacindustries.com

3. Product Description

Basic Use

Used on gates where emergency egress is needed. Typically used on outdoor storage areas, schools, outdoor seating areas and dangerous work environments.

The 6045 Superior Exit Bar Kit consists of:

- DETEX® exit bar*
- Lock box
- Keyed cylinder w/two keys
- Adjustable receiver bracket
- Mounting plate
- All required fasteners/screws

*DETEX is a registered trademark of the Detex Corporation.

Composition and Materials

Detex exit bar: anodized aluminum, has an acrylonitrile butadiene styrene (ABS) housing with a stainless steel latching bolt. ABS is a thermoplastic polymer.

Lock box: fabricated from 16 gauge steel. Black or silver.

Guard: fabricated from 16 gauge steel. Black or silver.

Adjustable receiver bracket: fabricated from A36 ¼ inch hot rolled, pickled and oiled (HRPO) steel. Black or silver.

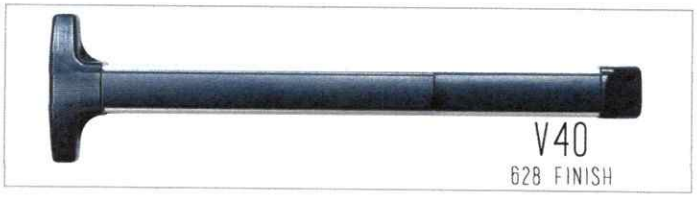
Mounting plate: fabricated from electro-galvanized, 16 gauge hot-dipped, cold rolled A40 steel. Black or silver.

Benefits

Eliminates day-long fabrication. Provides a more finished appearance, and is both faster and simpler to install than a custom exit bar system fabrication.

Product Limitations

Check with local building codes before installation on swimming pool enclosures. Recommended for secondary emergency exit gates in pool fencing. Can be used in double gate installation with use of a lockable drop rod or removable center post, but works best on single gate application.



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CSI

DAC Industries, Inc.

Grades

Detex panic bar Grade 1, Type 1.

Dimensions (W × H × D)

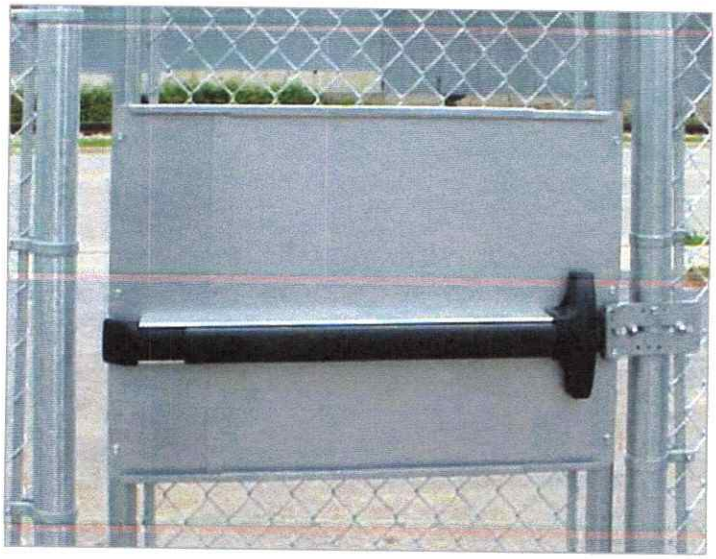
Detex exit bar: 36 or 48 × 8 3/8 × 3 1/4 inches.

Lock box: 2 × 2 × 2 inches; (will accept rim type cylinder): also, IC housings available.

Guard: 24 × 4 inch plate; closes gap between gate post and gate frame.

Adjustable receiver bracket: one-inch optimal; adjustable for gate gaps from 3/4–2 inches.

Mounting plates: 16 gauge 32–54 × 12 or 24 inches (W × H) (extension plates for up to 72 inches available).



Finishes

Silver or black powdercoat finish.

Special Features

Provides an easy way for contractors to install exit devices on multiple types of gates.

Accessories/Options

Additional guards, IC cylinder housing and keyed alike options available. Lever handles, mechanical combination locks and also electrified control trim lever handles available.

4. Technical Data

Applicable Standards

Americans with Disabilities Act (ADA)

- **ADA 309.4** Operation

American National Standards Institute/Builders Hardware Manufacturers Association (ANSI/BHMA)

- **ANSI 156.3** Grade 1 Type 1

ASTM International (ASTM)

- **ASTM A653** Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process

National Fire Protection Association (NFPA)

- **NFPA 80** Standard for Fire Doors and Other Opening Protectives
- **NFPA 101** Life Safety Code®

Society of Automotive Engineers (SAE)

- **AISI/SAE J403 1008/1010**

Underwriters Laboratories International (UL)

- **UL 305**
- **UL Listed Panic Hardware**
- **UL Listed Fire Exit Hardware for 3 hours, maximum 4 × 10 foot single doors and pairs of 4 × 8 feet with F90KR keyed removable Mullion**

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Approvals

- **California State Fire Marshall** 4140-0127:105 and 3725-0127:108
- **State of Florida Approval** FL90

5. Installation

DAC Industries, Inc. provides complete installation instructions upon request.

6. Availability and Cost

Availability

Contact DAC Industries, Inc.: www.dacindustries.com.

Cost

Contact DAC Industries, Inc. for pricing.

7. Warranty

DAC Industries Inc. provides a one year warranty against any defects in material or workmanship for all kit components. Detex Corporation provides a limited ten year mechanical warranty on the exit device.

8. Maintenance

Periodically inspect and lubricate the unit to extend its life. Also, inspect to insure latch bolt is engaged properly.

9. Technical Services

DAC Industries, Inc. provides phone support: 800-888-9768.

10. Filing Systems

- CMD
- Additional product information is available from the manufacturer upon request

Guards available for added security

CMD

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CSI

DAC INDUSTRIES, INC.

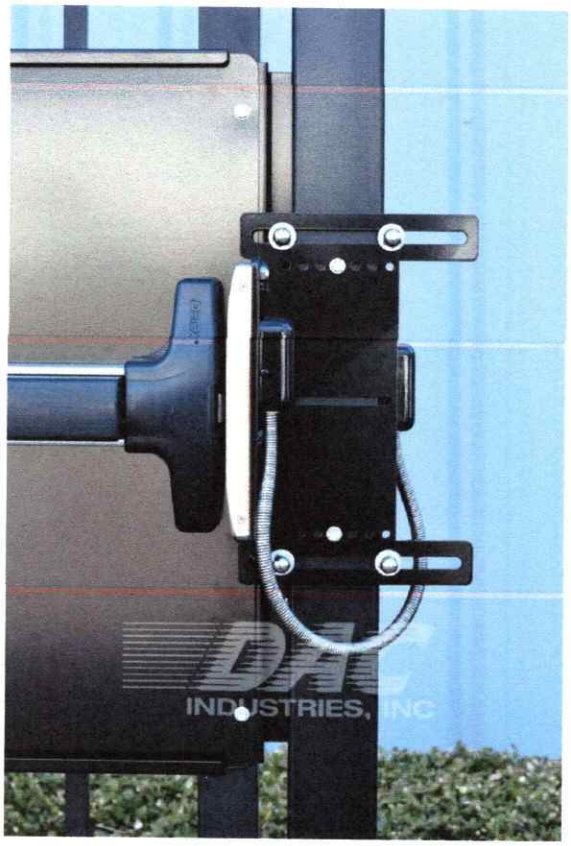
Electric Strike Mounting Kit

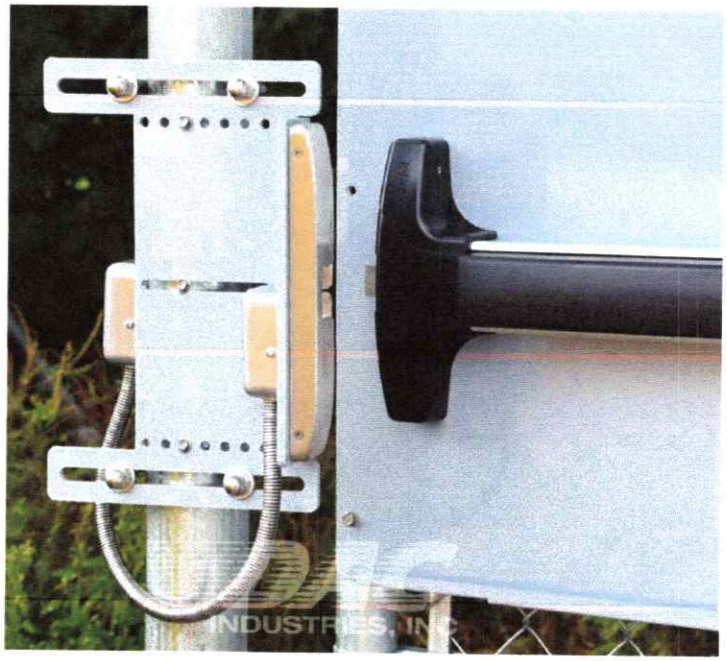
#11190

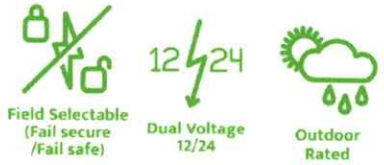
h.e.s. ASSAABLOY

Mounting Kit for HES® 9600 Electric Strike with DAC Panic Bar Kits

- Easy, Adjustable Installation on Gates
- No Welding or Fabricating Required
- Mounting Bracket Acts as Gate Stop
- Field Reversible
- 18" U.S. Stainless Steel Flex Conduit & Connectors Included
- Stainless Steel U-bolts Available for 2", 2 1/2", 3", 4" Round or Square Post



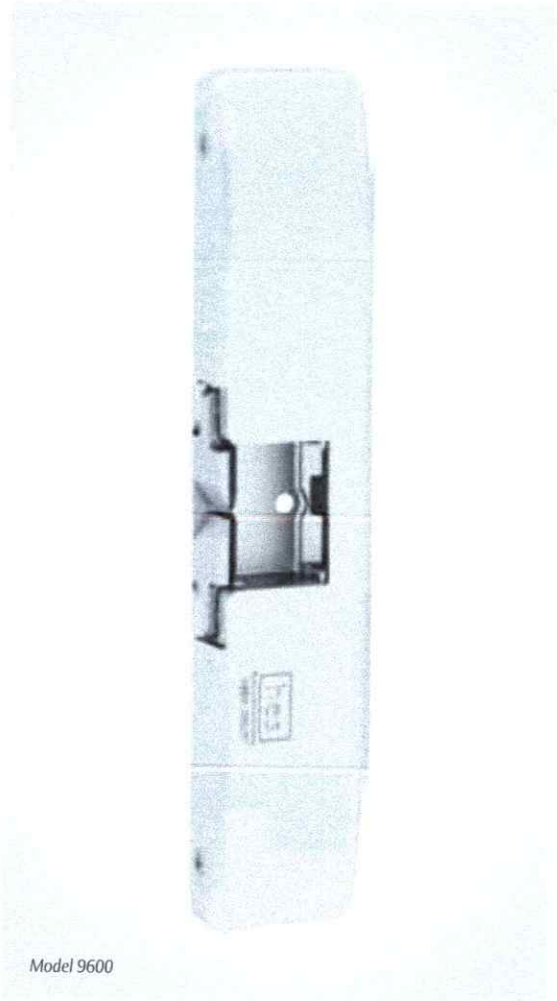




Electric Strike Features:

- Field Selectable Fail Safe/Fail Secure
- Dual Voltage 12/24V DC
- Suitable for Exterior Use

(800)888-9768 info@dacindustries.com
www.dacindustries.com



Model 9600

hes
ASSA ABLOY

9600 Series
Surface Mounted Electric Strike

Works with rim exit devices with a 3/4" throw latchbolt

Above and Beyond

Re-engineered design for greater strength and durability

Independently verified*

Static strength to 2,000 lbs.
Dynamic strength to 120 ft-lbs.
Endurance 1,000,000 cycles

Easy Installation

Completely surface mounted for quick installation

Base is separate from the cover making adjustments easy

Field selectable fail safe/fail secure

Stylish Looks

Designed with a stainless steel decorative cover

Available in 7 finishes to match any decor

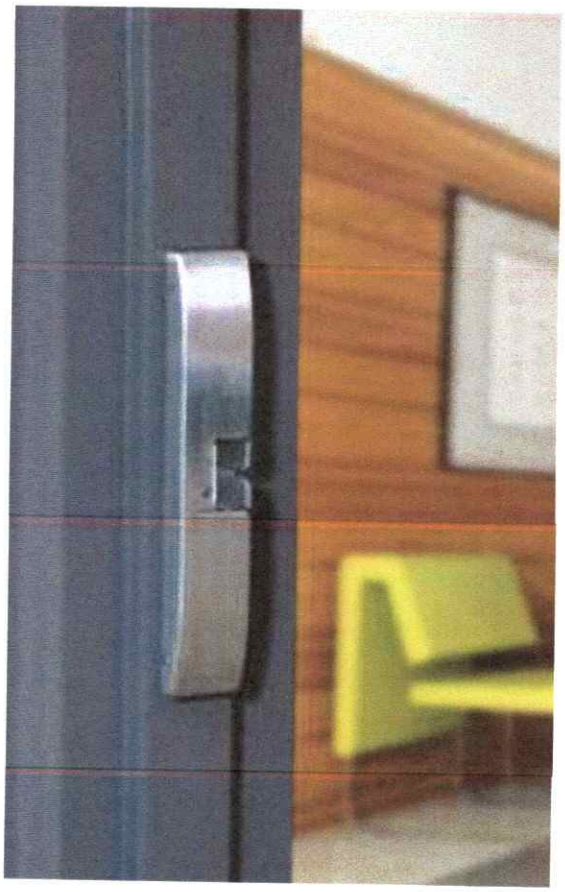
Sleek lines complement ASSA ABLOY exit devices

The Stylish, Windstorm Rated, Surface Mounted Solution

ASSA ABLOY, the global leader in door opening solutions

hesinnovations.com

RIM EXIT DEVICES | FIELD SELECTABLE (12 OR 24VDC) | FIELD SELECTABLE (FAIL SECURE / FAIL SAFE) | GRADE 1 | OUTDOOR RATED | UL 1034 BURGLARY LISTED | ANSI A250.13-2003 WINDSTORM RESISTANT



hes
ASSA ABLOY

9600 Series
Surface Mounted Electric Strike

Features

Standard Features
- Installs in metal or wood frames
- Separate base and decorative cover for easy adjustments
- Stainless steel construction
- Static strength to 2,000 lbs.
- Dynamic strength to 120 ft-lbs.
- Endurance 1,000,000 cycles
- Field selectable fail secure/fail safe
- Dual voltage 12 or 24VDC
- Non-handed. Horizontal adjustability
- Five year limited warranty

Optional Features
LBM » Latchbolt monitor

LBSM » Latchbolt strike monitor

Accessories
9400/9500/9600-108 » Spacer plate (black or 630 finish)

9000-MTK » Metal template kit

SMB » Surface mounting box

2001M » Plug-in bridge rectifier

2004M » ElectroLynx® adapter

2005M3 » SMART Pac® III

2006M » Plug-in buzzer

Finishes
630 » Satin stainless steel

605 » Bright brass

606 » Satin brass

612 » Satin bronze

613 » Bronze toned

613E » Dark oxidized satin bronze (NEW)

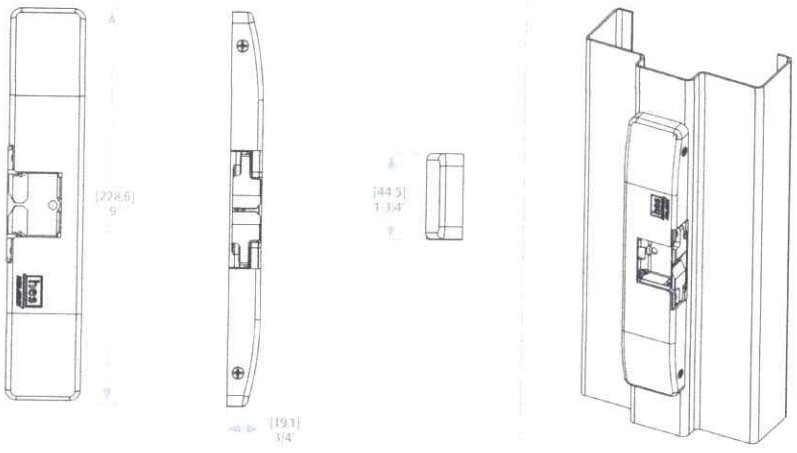
629 » Bright stainless steel

Specifications

Listings and Patents
- UL listed to ANSI 250.13 severe windstorm listed
- Florida Building Code Approved (FL#14307)
- UL 1034 burglary-resistant listed and suitable for outdoor use
- UL 294 (6th edition) listed
- ANSI/BHMA A156.31 Grade 1
- RoHS compliant
- Patents: 6,390,520; 8,454,036
- Patent Pending

Frame Application
- Metal
- Wood

Electrical (continuous duty)
- .45 Amps @ 12 VDC
- .26 Amps @ 24VDC
- PoE friendly



For information call **800.626.7590** or visit us online at **www.hesinnovations.com** HES-052-0315

©2014, Hanchett Entry Systems, Inc., an ASSA ABLOY Group company.

ASSA ABLOY, the global leader in door opening solutions

*Independently verified by a nationally recognized testing laboratory

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Agreement Regarding Sidewalk Construction for Princeton Subdivision Plat 3 Lot 1

BACKGROUND: The City Council recently approved a site plan amendment for the Grimes Public Works facility located at 1700 SE Destination Drive. The site plan amendment showed the 5' public sidewalk along SE Destination Drive to be constructed in the future. There currently are no existing sidewalks along this portion of SE Destination Drive. Staff are comfortable allowing the sidewalk to be constructed in the future when the sidewalk network is established. The sidewalk agreement will ensure that the sidewalk is constructed in the future should the City ever sell the property before the sidewalk is installed.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISION ACTIONS: N/A

STAFF RECOMMENDATION: Staff recommends approval of the Resolution.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Evann Martin, Assistant Planner, 515-986-4050, emartin@grimesiowa.gov

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

RESOLUTION 03-1024 APPROVING AGREEMENT REGARDING SIDEWALK CONSTRUCTION FOR PRINCETON SUBDIVISION PLAT 3 LOT 1

Grimes Resolution No. 03-1024

WHEREAS, Property Owner has previously submitted to Grimes, for its consideration, and Grimes has approved a site plan for the construction of site improvements located at 1700 SE Destination Drive on Lot 1 of Princeton Subdivision Plat 3, City of Grimes, Polk County, Iowa (the “Project”); and,

WHEREAS, the Project identified the construction of a 5’ sidewalk adjacent to the west side of SE Destination Drive (the “Improvements”); and,

WHEREAS, the Project identified the construction of a 5’ sidewalk connection from the building to the sidewalk along SE Destination Drive (the “Improvements”); and,

WHEREAS, due to the lack of existing sidewalk network along SE Destination Drive, the Property Owner does not wish to install the Improvements at this time; and,

WHEREAS, Grimes agrees that the delayed installation of the Improvements will allow for a more efficient future construction process; and

WHEREAS, the City Administrator will execute the agreement on behalf of the Property Owner.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa: That the City approves the Agreement Regarding Sidewalk Construction for Princeton Subdivision Plat 3 Lot 1.

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized and directed to execute the Agreement on behalf of the Property Owner.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized and directed to execute and attest to the Agreement and file the Agreement with the Polk County Recorder.

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

WHEN RECORDED RETURN TO:
Rochelle Williams
Grimes City Clerk
101 NE Harvey Street
Grimes, Iowa 50111

AGREEMENT REGARDING SIDEWALK CONSTRUCTION FOR PRINCETON SUBDIVISION PLAT 3 LOT 1

This Agreement Regarding Sidewalk Construction ("Agreement") made and entered into this ___ day of _____ 2024, by and between the City of Grimes ("Property Owner") and the City of Grimes, Iowa, an Iowa municipal corporation ("Grimes").

WHEREAS, Property Owner has plans to develop property legally described as Lot 1 Princeton Subdivision Plat 3, an official plat in the City of Grimes, Polk County, Iowa (the "Property"); and

WHEREAS, Property Owner has previously submitted to Grimes, for its consideration, and Grimes has approved a site plan for the construction of site improvements generally located at 1700 SE Destination Drive, Grimes, Iowa, Polk Iowa (the "Project"); and

WHEREAS, the Project identified the construction of a 5' sidewalk adjacent to the west side of SE Destination Drive as shown in Exhibit A (the "Improvements"); and

WHEREAS, the Project identified the construction of a 5' sidewalk connection from the building to the sidewalk along SE Destination Drive as shown in Exhibit A (the "Improvements"); and

WHEREAS, due to the lack of existing sidewalk network along SE Destination Drive, the Property Owner does not wish to install the Improvements at this time; and

WHEREAS, Grimes agrees that the delayed installation of the Improvements will allow for a more efficient future construction process.

NOW, THEREFORE, for and in consideration of Grimes granting approval for the Project and in further consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

1. The Property Owner or future Property Owner agrees to construct the sidewalk at their own cost in accordance with the approved site plan.
2. The construction of the sidewalk along SE Destination Drive and the sidewalk connection shall occur by the Property Owner or future Property Owner within 60 days following written notice by Grimes.
3. This Agreement shall be recorded with the Polk County Recorder.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year above-written.

Signed this 6th day of February, 2024.

City of Grimes, Property Owner

By: _____

Name: Jake Anderson

Title: City Administrator

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 6th day of February, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jake Anderson, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.

_____

Notary Public in and for the
State of Iowa

My Commission expires 07/20/2024

NOTARIAL SEAL IOWA

EVANN MARTIN
Commission Number 833219
My Commission Expires
July 20, 2024

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams
City Clerk

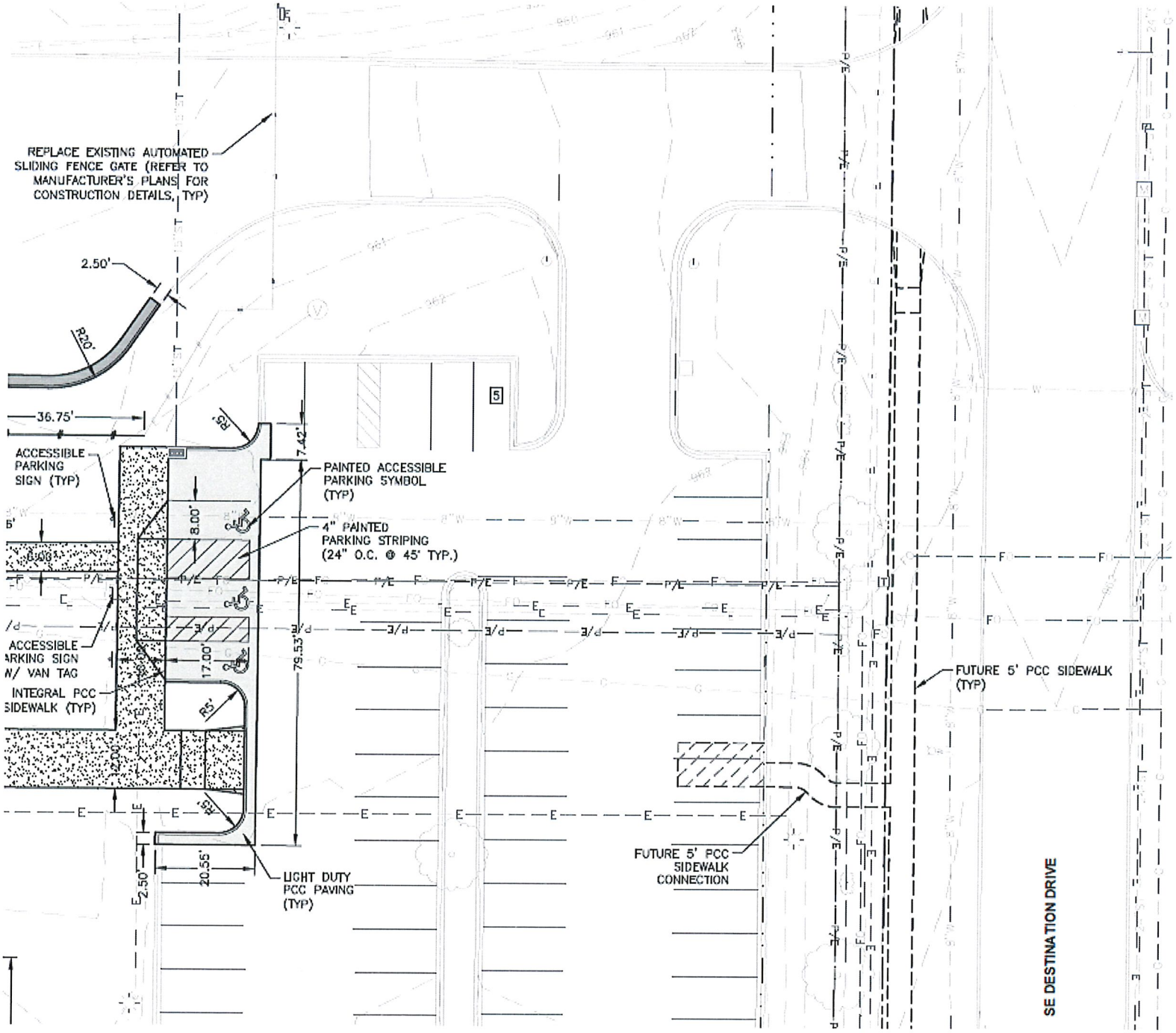
STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A


REPLACE EXISTING AUTOMATED SLIDING FENCE GATE (REFER TO MANUFACTURER'S PLANS FOR CONSTRUCTION DETAILS, TYP)
2.50'
R20'
36.75'
ACCESSIBLE PARKING SIGN (TYP)
PAINTED ACCESSIBLE PARKING SYMBOL (TYP)
4" PAINTED PARKING STRIPING (24" O.C. @ 45° TYP.)
8.00'
17.00'
7.42'
79.53'
R5'
INTEGRAL PCC SIDEWALK (TYP)
2.50'
20.55'
LIGHT DUTY PCC PAVING (TYP)
FUTURE 5' PCC SIDEWALK CONNECTION
FUTURE 5' PCC SIDEWALK (TYP)
SE DESTINATION DRIVE

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Consent for Improvements Within Overland Flowage Easement for Lot 5 in Kennybrook South Plat 1 - 1205 SW 7th Street

BACKGROUND: Resolution Approving Consent and Agreement for Improvements within the overland flowage easement for Kennybrook South Plat 1 Lot 5

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: NO

BOARD/COMMISION ACTIONS: Approve overland flowage easement for Kennybrook South Plat 1

STAFF RECOMMENDATION: Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within overland flowage easement for Kennybrook South Plat 1 Lot 5

RESPONSIBLE STAFF/CONTACT INFORMATION:
Molly Mannel, Assistant Planner, 515-986-4050, mmannel@grimesiowa.gov

Prepared by:	Molly Mannel, Assistant Planner
Return to:	Molly Mannel, Assistant Planner

RESOLUTION APPROVING CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN OVERLAND FLOWAGE EASEMENT FOR KENNYBROOK SOUTH PLAT 1 LOT 5 - 1205 SW 7TH STREET

Grimes Resolution No. 03-1124

WHEREAS, the owners of Lot 5 in Kennybrook South Plat 1 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within overland flowage easement to permit the installation of a fence within the easement area on the Property; and

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Consent and Agreement for Improvements within the overland flowage easement ("Consent and Agreement") regarding Lot 5 in Kennybrook South Plat 1, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515) 986-3036
Taxpayer Information: City of Grimes 505 NE Harvey Street, Grimes, IA 50111 (515) 986-3036
Return to: Rochelle Williams, City Clerk, City of Grimes, 101 NE Harvey St, Grimes, Iowa 50111

CONSENT AND AGREEMENT FOR IMPROVEMENTS

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

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

   Lot 5 of Kennybrook South Plat 1 (1205 SW 7th Street), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

2. EXISTING EASEMENT. The Property Owner or Property Owner's predecessor in title, granted that certain overland flowage easement, dated March 8, 2016, recorded on March 29, 2016, in Book 15939, Page 497, and in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.

3. IMPROVEMENTS. The Property Owners desire to install a fence on the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the "Improvement"), which encroaches into the Easement Area, and the City has agreed to consent to the installation of the Improvement within the Easement Area, subject to the conditions set forth in this Agreement.

4. CITY CONSENT TO INSTALLATION OF IMPROVEMENTS. The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the Improvement such that the Improvement does not impede the use and enjoyment of the Easement Area by the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall

obtain all necessary licenses and approvals for the installation of the Improvement pursuant to City Ordinances.

5. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the Improvement, the City's duty of restoration for the Easement Area shall be limited to grading and one seeding grass. In no event shall the City shall be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area, as the result of any activity, including, but not limited to, damage or destruction of the Property Owners' improvement by the City, City Employees, or City Contractors in connection with work in the Easement Area. Except as a result of the gross negligence or intentional misconduct of the City or City Employees, the Property Owners shall indemnify, defend and hold harmless the City from and against any loss or damage to the Property or liability from any claim by the Property Owners or any third party by reason of the construction, installation, use or maintenance of the Improvements.

6. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.

7. TERMINATION. If the Improvement is destroyed or removed and not replaced with an identical structure to the one defined by Exhibit A within three months, or if the Improvement is replaced with a different structure which is not authorized by the City, this Agreement shall automatically terminate, and the City may file notice of the termination in the records of the Office of the County Recorder. Failure by the City to file such notice shall not be interpreted as approval or further consent by the City, and shall not impact the validity of the termination.

8. RUNS WITH THE LAND. This Agreement shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.

9. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this Agreement by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 22nd day of February, 2024.

PROPERTY OWNERS

Jeffrie Horner

Sarah Horner

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 22nd day of February, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeffrie Horner, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

NOTARIAL SEAL IOWA
RACHEL B GREVING
Commission Number 816624
My Commission Expires
Apr. 26, 2025

Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2025

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 22nd day of February, 2024 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Sarah Horner, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

NOTARIAL SEAL IOWA
RACHEL B GREVING
Commission Number 816624
My Commission Expires
Apr. 26, 2025

Notary Public in and for the
State of Iowa

My Commission expires Apr. 26, 2025

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4' black chain link fence has been proposed to be constructed in a overland flowage easement on Lot 5 of Kennybrook South Plat 1 (1205 SW 7th Street in accordance to permit number FN-24-003.

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Resolution 03-1224 Approving Consent and Agreement for Improvements Within Sanitary Sewer Easement and Overland Flowage Easement for Lot 15 of James Pointe Plat 2 - 2604 NW Morningside Drive

BACKGROUND: The owner of 2604 NW Morningside Drive has requested approval to install a fence within a sanitary sewer easement and overland flowage easement on the subject property. The installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the easements.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: NO

BOARD/COMMISION ACTIONS:

- Approve sanitary sewer easement of James Pointe Plat 2
- Approve overland flowage easement of James Pointe Plat 2

STAFF RECOMMENDATION: Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements Within Sanitary Sewer Easement and Overland Flowage Easement for Lot 15 of James Pointe Plat 2

RESPONSIBLE STAFF/CONTACT INFORMATION:
Molly Mannel, Assistant Planner, 515-986-4050, mmannel@grimesiowa.gov

Prepared by:	Molly Mannel, Assistant Planner
Return to:	Molly Mannel, Assistant Planner

RESOLUTION 03-1224 APPROVING CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN SANITARY SEWER EASEMENT AND OVERLAND FLOWAGE EASEMENT FOR LOT 15 OF JAMES POINTE PLAT 2 - 2604 NW MORNINGSIDE DRIVE

Grimes Resolution No. 03-1224

WHEREAS, the owners of Lot 15 in James Pointe Plat 2 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within the sanitary sewer easement and overland flowage easement to permit the installation of a fence within the easement area on the Property; and

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Consent and Agreement for Improvements within the sanitary sewer easement and overland flowage easement ("Consent and Agreement") regarding Lot 15 in James Pointe Plat 2, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signatures and that the City Clerk is hereby authorized and directed to file the Consent and Agreeemnet with the Polk County Recorder.

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515) 986-3036
Taxpayer Information: City of Grimes 505 NE Harvey Street, Grimes, IA 50111 (515) 986-3036
Return to: Rochelle Williams, City Clerk, City of Grimes, 101 NE Harvey St, Grimes, Iowa 50111

CONSENT AND AGREEMENT FOR IMPROVEMENTS

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

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

   Lot 15 of James Pointe Plat 2 (2604 NW Morningside Drive), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

2. EXISTING EASEMENT. The Property Owner or Property Owner's predecessor in title, granted that certain sanitary sewer easement, located in the James Pointe Plat 2 final plat, dated July 12, 2011, recorded on August 3, 2011, in Book 13928, Page 450, and overland flowage easement, dated July 22, 2011, recorded on August 3, 2011, in Book 13928, Page 469. and in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.

3. IMPROVEMENTS. The Property Owners desire to install a fence on the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the "Improvement"), which encroaches into the Easement Area, and the City has agreed to consent to the installation of the Improvement within the Easement Area, subject to the conditions set forth in this Agreement.

4. CITY CONSENT TO INSTALLATION OF IMPROVEMENTS. The City hereby consents to the installation of the Improvement as described herein within the Easement

Area, provided that the Property Owners install and maintain the Improvement such that the Improvement does not impede the use and enjoyment of the Easement Area by the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall obtain all necessary licenses and approvals for the installation of the Improvement pursuant to City Ordinances.

5. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the Improvement, the City's duty of restoration for the Easement Area shall be limited to grading and one seeding grass. In no event shall the City shall be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area, as the result of any activity, including, but not limited to, damage or destruction of the Property Owners' improvement by the City, City Employees, or City Contractors in connection with work in the Easement Area. Except as a result of the gross negligence or intentional misconduct of the City or City Employees, the Property Owners shall indemnify, defend and hold harmless the City from and against any loss or damage to the Property or liability from any claim by the Property Owners or any third party by reason of the construction, installation, use or maintenance of the Improvements.

6. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.

7. TERMINATION. If the Improvement is destroyed or removed and not replaced with an identical structure to the one defined by Exhibit A within three months, or if the Improvement is replaced with a different structure which is not authorized by the City, this Agreement shall automatically terminate, and the City may file notice of the termination in the records of the Office of the County Recorder. Failure by the City to file such notice shall not be interpreted as approval or further consent by the City, and shall not impact the validity of the termination.

8. RUNS WITH THE LAND. This Agreement shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.

9. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this Agreement by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 15 day of March, 2024

PROPERTY OWNERS

Sherian Krause

Tyson Krause

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 15 day of march, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Sherian Krause, 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.

KERI J DAVISON
Commission Number 849705
My Commission Expires
July 26, 2026

Notary Public in and for the
State of Iowa
My Commission expires July 26, 2026

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 15 day of march, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tyson Krause, 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.

KERI J DAVISON
Commission Number 849705
My Commission Expires
July 26, 2026

Notary Public in and for the
State of Iowa
My Commission expires July 26, 2026

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4' black chain link fence has been proposed to be constructed in a sanitary sewer easement and overland flowage easement on Lot 15 of James Pointe Plat 2 (2604 NW Morningside Drive) in accordance to permit number FN-24-007.

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Resolution 03-1324 Approving Consent and Agreement for Improvements Within Storm Sewer and Surface Water Flowage Easement for Lot 7 of Beaverbrooke West Plat 3 - 408 NW 14th Street

BACKGROUND: Approving Consent and Agreement for Improvements Within Storm Sewer and Surface Water Flowage Easement for Lot 7 of Beaverbrooke West Plat 3 - 408 NW 14th Street

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: NO

BOARD/COMMISION ACTIONS: Approve storm sewer and surface water flowage easement for Beaverbrooke West Plat 3

STAFF RECOMMENDATION: Staff recommends approval of the Resolution Approving Consent and Agreement for Improvements within the storm sewer and surface water flowage easement for Lot 7 in Beaverbrooke West Plat 3

RESPONSIBLE STAFF/CONTACT INFORMATION:
Molly Mannel, Assistant Planner, 515-986-4050, mmannel@grimesiowa.gov

Prepared by:	Molly Mannel, Assistant Planner
Return to:	Molly Mannel, Assistant Planner

RESOLUTION 03-1324 APPROVING CONSENT AND AGREEMENT FOR IMPROVEMENTS WITHIN STORM SEWER AND SURFACE WATER FLOWAGE EASEMENT FOR LOT 7 OF BEAVERBROOKE WEST PLAT 3 - 408 NW 14TH STREET

Grimes Resolution No. 03-1324

WHEREAS, the owners of Lot 7 in Beaverbrooke West Plat 3 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within the storm sewer and surface water flowage easement to permit the installation of a fence within the easement area on the Property; and

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Consent and Agreement for Improvements within the storm sewer and surface water flowage easement ("Consent and Agreement") regarding Lot 7 in Beaverbrooke West Plat 3, is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor is hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

Preparer Information: Alex Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515) 986-3036
Taxpayer Information: City of Grimes 505 NE Harvey Street, Grimes, IA 50111 (515) 986-3036
Return to: Rochelle Williams, City Clerk, City of Grimes, 101 NE Harvey St, Grimes, Iowa 50111

CONSENT AND AGREEMENT FOR IMPROVEMENTS

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

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

   Lot 7 of Beaverbrooke West Plat 3 (408 NW 14th Street), an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

2. EXISTING EASEMENT. The Property Owner or Property Owner's predecessor in title, granted that certain storm sewer and surface water flowage easement, located in the Beaverbrooke West Plat 3 final plat, dated September 14, 2005, recorded on June 29, 2005, in Book 11141, Page 113, and in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.

3. IMPROVEMENTS. The Property Owners desire to install a fence on the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the "Improvement"), which encroaches into the Easement Area, and the City has agreed to consent to the installation of the Improvement within the Easement Area, subject to the conditions set forth in this Agreement.

4. CITY CONSENT TO INSTALLATION OF IMPROVEMENTS. The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the Improvement such that the Improvement does not impede the use and enjoyment of the Easement Area by

the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall obtain all necessary licenses and approvals for the installation of the Improvement pursuant to City Ordinances.

5. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the Improvement, the City's duty of restoration for the Easement Area shall be limited to grading and one seeding grass. In no event shall the City shall be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area, as the result of any activity, including, but not limited to, damage or destruction of the Property Owners' improvement by the City, City Employees, or City Contractors in connection with work in the Easement Area. Except as a result of the gross negligence or intentional misconduct of the City or City Employees, the Property Owners shall indemnify, defend and hold harmless the City from and against any loss or damage to the Property or liability from any claim by the Property Owners or any third party by reason of the construction, installation, use or maintenance of the Improvements.

6. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.

7. TERMINATION. If the Improvement is destroyed or removed and not replaced with an identical structure to the one defined by Exhibit A within three months, or if the Improvement is replaced with a different structure which is not authorized by the City, this Agreement shall automatically terminate, and the City may file notice of the termination in the records of the Office of the County Recorder. Failure by the City to file such notice shall not be interpreted as approval or further consent by the City, and shall not impact the validity of the termination.

8. RUNS WITH THE LAND. This Agreement shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.

9. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this Agreement by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 5TH day of MARCH, 2024.

PROPERTY OWNERS

Jacob Still

Jacob Still

Amanda Still

Amanda Still

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 5th day of March, 2024 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jacob Still, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

NOTARIAL SEAL IOWA
MOLLY MANNEL
Commission Number 849704
My Commission Expires
July 26, 2026

Molly Mannel

Notary Public in and for the
State of Iowa

My Commission expires July 26, 2026

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 5th day of March, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Amanda Still, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

NOTARIAL SEAL IOWA
MOLLY MANNEL
Commission Number 849704
My Commission Expires
July 26, 2026

Molly Mannel

Notary Public in and for the
State of Iowa

My Commission expires July 26, 2026

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4' black chain link fence has been proposed to be constructed in storm sewer and surface water flowage easement on Lot 7 of Beaverbrooke West Plat 3 (408 NW 14th Street) in accordance to permit number FN-24-006.

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: E Gateway Drive and E 1st Street Intersection Improvements – Snyder & Associates, Inc. - Professional Services Agreement Amendment No. 1.

BACKGROUND: The E Gateway Drive and E 1st Street Intersection Improvements are expected to bid this year which will move the project from the design phase to the construction phase. In anticipation of bidding, Snyder & Associates, Inc. has added the engineering services required during construction to the current PSA. Synder & Associates will provide the following engineering services during construction: construction administration, observation, staking, and post construction items. This PSA amendment will carry the project from the bidding stage to project close out.

The amendment also includes additional project coordination and design services outside the scope of the original PSA. These include additional design services for a left turn lane at SE 11th Street and HWY 141 with traffic signal modification and additional utility coordination for the overall project.

BUDGETARY CONSIDERATIONS: The total fee proposed for the additional engineering services is $161,100.00 based off hourly rates and fixed expenses. Following our review, this appears to be a reasonable fee for this work.

STRATEGIC PLANNING:
Prioritized: __X__YES ____NO

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

BOARD/COMMISION ACTIONS: None

STAFF RECOMMENDATION: The staff has reviewed the Professional Services Agreement Amendment No. 1 and recommends approval by the City Council.

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

Prepared by: Aaron Jarosh
Return to: Matt Ahrens

RESOLUTION 03-1424 TO AMEND CONTRACT FOR PROFESSIONAL SERVICES WITH SNYDER & ASSOCIATES, INC. FOR THE E GATEWAY DRIVE AND E 1ST STREET INTERSECTION IMPROVEMENTS

Grimes Resolution No. 03-1424

WHEREAS, the City of Grimes (Grimes) entered into a Professional Services Agreement (PSA) with Snyder & Associates, Inc. (Synder) for consulting services for the E Gateway Drive and E 1st Street Intersection Improvements; and,

WHEREAS, it was determined that there was a need for additional services to be added to the PSA consisting of design, construction administration, observation, staking, and post construction items; and

WHEREAS, Snyder has proposed the attached PSA Amendment that has a scope of work to be supplied by Snyder and compensation to be paid by Grimes for their additional consulting services related to the E Gateway Drive and E 1st Street Intersection Improvements; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the PSA Amendment with Snyder on behalf of the City of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___to___ on the 26th day of March, 2024, and approved by the Mayor on the 26th day of March, 2024.

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

SUPPLEMENTAL AGREEMENT FOR ADDITIONAL SERVICES # 1

To: Snyder & Associates, Inc.
2727 SW Snyder Blvd.
Ankeny, IA 50023

Attn: John Haldeman
Phone: 515-964-2020
Fax: 515-964-7938

This is authorization for Snyder & Associates, Inc. to proceed with the following described additional services.

Client: City of Grimes	
Project Name: E Gateway Drive and E 1st Street Intersection Improvements	
S&A Project Number: 123.0366.01	**Original Agreement Date:** March 14, 2023

DESCRIPTION OF ADDITIONAL SERVICES:

See Attachment 1 for Scope of Services.

SE 11th Street Left Turn Lane Design and Plans = $10,000

Construction Administration = $27,800

Construction Observation = $95,000

Construction Staking = $20,000

Record Drawings = $4,800

Monument Preservation = $3,500

☐ Lump Sum in the amount of: $

☒ Hourly plus expenses per original agreement or attached fee schedule, not to exceed budget: $161,100.00

☐ Document attached:

The undersigned, on behalf of the Client, understands and agrees that the services described in this Supplemental are additional services, scope of which is not contained within the original scope of services defined in the original agreement. The Additional Services in this Supplemental are subject to the general conditions contained in the original Professional Services Agreement.

City of Grimes (Client)

(Type or Print Name above line)

By: _____

(Authorized Agent)

_____

(Printed or typed signature)

Date: _____

SNYDER & ASSOCIATES, INC. (Professional)

By: Mark A Land Digitally signed by Mark A. Land, P.E., CFM Date: 2024.03.19 07:35:31 -05'00'

(Authorized Agent)

Mark A. Land, P.E., CFM

(Printed or typed signature)

Date: 03/18/2024

Route executed to: John Haldeman

ATTACHMENT 1 – SCOPE OF SERVICES

E GATEWAY DRIVE AND E 1ST STREET INTERSECTION IMPROVEMENTS

I. SCOPE OF WORK

Add to Section A as follows:

A. GENERAL

6. Constructing an eastbound left turn lane at SE 11th Street and IA 141.

Replace Section C as follows:

C. CONSTRUCTION SERVICES

1. CONSTRUCTION ADMINISTRATION

a. The PROFESSIONAL shall arrange and conduct a preconstruction conference with the CLIENT and Contractor, to review the PROJECT requirements, details of construction, submittal requirements, and work schedule prior to construction.

b. The PROFESSIONAL shall review shop drawings and other submissions from the Contractor for general compliance with the Contract Documents.

c. The PROFESSIONAL shall prepare partial payment applications and change orders and make recommendations to the CLIENT for their acceptance. The PROFESSIONAL shall include regular progress reports with the monthly payment applications.

d. The PROFESSIONAL shall notify the CLIENT of any observed work, which does not conform to the Contract Documents, make recommendations to the CLIENT for the correction of nonconforming work and, at the request of the CLIENT, see that these recommendations are implemented by the Contractor.

e. The PROFESSIONAL shall conduct bi-weekly construction meetings and prepare meeting minutes for the CLIENT.

f. The PROFESSIONAL shall attend initial turn-on of the traffic signal installations and assist with timing adjustments, as needed. The PROFESSIONAL shall prepare a punchlist from this meeting and distribute it to the CLIENT and Contractor.

g. The PROFESSIONAL shall conduct an on-site review of the completed traffic signal and fiber optic installations prior to final acceptance of the PROJECT.

h. The PROFESSIONAL shall prepare and submit to the CLIENT reimbursement requests to the Iowa DOT for funding when requested by the CLIENT. It is anticipated one reimbursement requests will be required at the end of the project.

i. The PROFESSIONAL shall review the PROJECT to determine if it has been completed in substantial conformance with the Contract Documents and recommend acceptance to the CLIENT.

j. If the Contractor exceeds the estimated working and/or calendar days in completing construction of the PROJECT, or if change orders or PROJECT additions require additional working days, the PROFESSIONAL will be compensated for administration, observation, and staking services based on established hourly rates and fixed expenses outlined in the PROFESSIONAL's Standard Fee Schedule (Exhibit C).

k. When directed to do so by the CLIENT, the PROFESSIONAL shall prepare updated plan sheets for changes approved by the CLIENT.

2. CONSTRUCTION STAKING

The PROFESSIONAL shall be responsible for providing all construction stakes for the PROJECT. The Contract Documents shall contain a provision that the PROFESSIONAL shall provide one set of stakes for each construction operation. Any staking that is destroyed due to construction that has to be replaced, will be at the Contractor’s expense. It is anticipated that the PROFESSIONAL shall perform the following items:

a. PROJECT site horizontal and vertical control point verification and setup (horizontal and vertical control points will be available for the Contractor for machine control).

b. Existing pavement removals and clearing and grubbing.

c. Storm sewer pipe, structures, and structure adjustments (Iowa DOT station location offsets with flow line and rim/form grade/inlet elevations).

d. Sanitary sewer structure adjustments (Iowa DOT station location offsets with rim elevations).

e. Hydrant locations, water main pipe, water main critical crossings, and structure adjustments (centerline pipe, top of pipe elevations, and hydrant structure offsets).

f. Traffic signal poles, hand holes, fiber lines, and cabinets, including fiber optic handholes and cabinets (center locations with offsets and elevations).

g. Roadways, driveways, and turn lane pavement pave-throughs and intersection back of curb (paving hubs staked on 25' intervals in tangents and horizontal curves to a pre-determined height).

h. Sidewalk/trail pavement (paving hubs staked on 50' intervals, offsets to a single edge with elevations).

i. ADA compliance sidewalk (ADA ramp curb drops, top of ramp and landing/turning space/level operating locations, single edge and corner offsets with elevations).

j. Traffic permanent signing (center locations).

k. Right-of-way and construction easement limits at 100' intervals and points of deflection.

3. CONSTRUCTION OBSERVATION

The PROFESSIONAL shall provide a Resident Construction Observer to verify compliance with the Contract Documents. Construction observation shall include:

a. The PROFESSIONAL shall attend the preconstruction conference and subsequent field meetings during construction as necessary.

b. The PROFESSIONAL shall verify materials provided by the Contractor are in accordance with the Contract Documents. The PROFESSIONAL reserves the right to reject any inappropriate or damaged materials delivered to or observed on the site. The PROFESSIONAL shall verify that inappropriate or damaged materials are not incorporated into PROJECT by observing destruction of materials on-site and/or the Contractor hauling material off-site. The PROFESSIONAL shall notify the CLIENT of inappropriate or damaged materials found at the site.

c. If the PROFESSIONAL observes, or has reason to believe, the Contractor's construction methods or materials used do not meet the specifications, then the PROFESSIONAL shall immediately notify the CLIENT to determine the appropriate corrective measure(s) to be taken. This may include the CLIENT directing the Contractor to stop work until the appropriate corrective measure(s) is determined.

d. The PROFESSIONAL shall prepare a weekly report of working days and provide to the CLIENT for review and approval prior to issuing to the Contractor.

e. The PROFESSIONAL shall measure and keep a record of contract quantities for payment applications and observe and document testing required of the Contractor.

f. The PROFESSIONAL shall provide daily observation of traffic control operations, methods, layouts, devices, and direct the Contractor to correct any deficiencies.

g. The PROFESSIONAL shall spot check grading, subgrade preparation, and modified subbase placement, and review with the Contractor any deficiencies in the subgrade and/or subbase prior to paving. The PROFESSIONAL shall observe all moisture and density tests and proofrolls.

h. The PROFESSIONAL shall provide periodic observation for the storm sewer installation. The PROFESSIONAL shall spot check line and grade. The PROFESSIONAL shall observe all trench compaction testing. The PROFESSIONAL shall observe and document all required testing including video inspection review.

i. The PROFESSIONAL shall provide periodic observation for subdrain installation. The PROFESSIONAL shall spot check line and grade. Due to Iowa DOT Specifications governing the construction, televising of the subdrain by the Contractor is not required; therefore, the PROFESSIONAL will not complete video inspection review.

j. The PROFESSIONAL shall be on-site full time during paving operations and shall complete air and slump testing. The Contractor shall complete Compressive strength cylinder tests by an independent testing laboratory. All testing shall be overseen by the PROFESSIONAL.

k. If directed to do so by the CLIENT, the PROFESSIONAL shall mark locations for and observe the cutting of all thickness cores, to be cut by others. Non-destructive testing may be used instead of cutting cores and will be discussed with the Contractor and Iowa DOT.

l. The PROFESSIONAL shall periodically observe sawing and sealing of joints.

m. The PROFESSIONAL shall periodically observe all surface restoration and attend weekly erosion control meetings.

n. The PROFESSIONAL shall assist CLIENT staff in developing a final punch list and verify completion of items for acceptance.

4. RECORD DRAWINGS

The PROFESSIONAL shall furnish reproducible Record Drawings for the PROJECT according to CLIENT requirements. Such Record Drawings may contain a waiver of liability phrase in regard to unknown changes made by the Contractor without CLIENT/PROFESSIONAL approval. It is anticipated that the PROFESSIONAL shall perform the following items:

a. Underground utility location data during the active construction phase for the CLIENT'S facilities, including but not limited to: water main fittings (bends, tees, crosses, reducers), storm sewer flow lines, sanitary sewer flow lines, and signal and fiber optic conduits.

b. Storm, sanitary, and water main above ground structure location data.

c. Streetlight, traffic signal poles, pedestal and pushbutton poles, controller cabinet, handhole location data, street signs/posts, and street trees.

d. Fiber optic handhole and conduit location data.

e. Record Drawing deliverables per the CLIENT's submittal requirements.

5. MONUMENT PRESERVATION

The PROFESSIONAL shall prepare a Monument Preservation Certificate in accordance with Iowa Code 355.6A. This document may include but not be limited to identifying the existing monuments within the PROJECT corridor and shall replace any monument disturbed or removed at its preserved position. The results of this survey will be provided to the CLIENT and recorded with the County Recorder's Office.

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Resolution Supporting Arbor Day in the City of Grimes

BACKGROUND: As part of the requirements to maintain Tree City Status with the Arbor Day Foundation, the City must meet four standards: 1. have a active tree board an/or department 2. a tree care ordinance 3. a community forestry program with an annual budget of a least $2 per capita 4. an Arbor Day observance. This resolution will proclaim the intent to recognize Arbor Day and to support efforts to plant, maintain, and celebrate our urban forest. In some instances, cities with the Tree City Status will be given preference over other communities when allocations of grant money are made for trees or forestry programs.

BUDGETARY CONSIDERATIONS: City funds along with building requirements for urban forestry meet our per capita requirement.

STRATEGIC PLANNING:
Prioritized: ____YES __X__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/COMMISION ACTIONS:

STAFF RECOMMENDATION: Approval

RESPONSIBLE STAFF/CONTACT INFORMATION:
Olivia DeYoung, Deputy City Clerk, odeyoung@grimesiowa.gov

Prepared by: Olivia DeYoung
Return to: Olivia DeYoung

RESOLUTION 03-1524 SUPPORTING ARBOR DAY IN THE CITY OF GRIMES

Grimes Resolution No. 03-1524

WHEREAS, the City of Grimes strives to maintain a healthy natural environment for its citizens and guests; and for the benefit of citizens today and future generations, depends on the City of Grimes; and

WHEREAS, the Urban Forest is one of Grimes most valuable natural resources that increases property values, decreases energy costs, improves air and water quality, reduces water runoff and decreases soil erosion; and

WHEREAS, the Urban Forest reduces noise levels, creates wildlife habitats, increases recreational opportunities, improves health and well-being, increases community pride, and helps make our community a more pleasant place to live and work; and

WHEREAS, the protection and preservation of our urban forest, for the benefit of citizens today and future generations, depends on the City of Grimes; and

WHEREAS, the city builds cooperation between public and private sectors to effectively manage urban forests; and

WHEREAS, membership can make a strong contribution to a community's pride and tell visitors, through signage, that here is a community that cares about its environment; and

WHEREAS, membership sometimes gives preference over other communities when allocations of grant money is made for trees or forestry programs.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa that the last Friday in April is Arbor Day and urge the citizens of Grimes to recognize Arbor Day and to support efforts to plant, maintain, and celebrate our urban forest.

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Approve Purchase of New Bearing for Lime Clarifier #2 at Water Plant

BACKGROUND: The existing bearing in Lime Clarifier #2 has been in operation for a number of years. The current bearing has reached the end of its operational life and the replacement is crucial to ensure the continuous and efficient functioning of the lime clarifier, which plays a vital role in the water treatment process.

BUDGETARY CONSIDERATIONS: $20,673.00 plus any additional costs of installation labor.

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/COMMISION ACTIONS:

STAFF RECOMMENDATION: Staff Recommends Council Approval

RESPONSIBLE STAFF/CONTACT INFORMATION:
Kevin Hensley, Public Works Director, 515-986-9636, khensley@grimesiowa.gov

Prepared by:	JB
Return to:	KH

RESOLUTION TO APPROVE PURCHASE OF NEW BEARING FOR LIME CLARIFIER #2

Grimes Resolution No. 03-1624

WHEREAS, the City of Grimes Water Plant is an integral component of our municipal infrastructure, responsible for ensuring the provision of safe and clean water to our community;

WHEREAS, Lime Clarifier #2 at the Water Plant plays a critical role in the water treatment process, and its efficient operation is essential for maintaining adequate water production, and;

WHEREAS, the bearing in Lime Clarifier #2 has reached the end of its operational life and is in need of replacement to prevent potential failures and maintain the reliability of the water treatment system;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Public Works Director is authorized to execute and necessary agreements and take all actions necessary to facilitate the purchase and installation of the new bearing.

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

WESTECH QUOTATION

WESTECH®	600 ARRASMITH TRAIL AMES, IA 50010	Phone: 515-268-8400 Fax: 515-268-8500	Quotation No. Q46877-145689

Thank you for the opportunity to quote you with your equipment needs.

Please review the following and contact us to place an order or ask any question.

Date:	2/26/2024	Proj Manager:	JEFFREY JOSLIN	Ship Via:	BEST WAY
RFQ No.:		Prime Job No:	GF623180	Freight:	FOB SHIPPING POINT, FREIGHT PREPAID & ADDED
Quoted by:	JEFFREY JOSLIN	Prime Name:	GRIMES, IA		
Phone:	801-290-1512 or 515-268-8435	Equipment:	CONTRAFLO	Lead Time:	2 WEEKS
Email:	JJOSLIN@WESTECH-INC.COM	Tax Exemption No.:	IA-TAX EXEMPT ON FILE 2023	Quote Valid:	15 days
For Group:	15	Payment Terms:	NET 30 DAYS		

Bill To:	GRIMES WTP AccountsPayable@grimesiowa.gov 1801 JAMES STREET NORTH GRIMES, IA 50111 UNITED STATES OF AMERICA	Ship To:	GRIMES WTP 1801 JAMES STREET NORTH GRIMES, IA 50111 UNITED STATES OF AMERICA
GRI006		37697	
Tel/Cell:		Tel/Cell:	(515) 986-3036 / (515) 986-3846

Doc	No.	Part/Dwg Number	Description	Qty	Units	Unit Price	Net Price
77732	10		REHAB PARTS FOR ONE EXISTING TYPE "C" CONTRAFLO CONSISTING OF:	1	LOT	$20,673.00	$20,673.00
77732	50.10		BEARING, PLAIN	1	EA		
77732	50.20		FIBERGLASS BEARING BEDDING MATERIAL.	1	LOT		
77732	50.30		GREASE LINES AND FITTINGS.	1	LOT		
77732	50.40		REQUIRED FASTENERS.	1	LOT		
77732	80		SERVICE FOR INSTALLATION ASSISTANCE OF ABOVE PARTS LISTED ITEMS WITH 2 MEN, 1 TRIP AND UP TO 6 MAN DAYS ON SITE.	1	LOT		
77732	ST&C		SERVICE TERMS AND CONDITIONS:	1	LOT		
77732	.		(1) FIELD SERVICE RATE INCLUDES LABOR, TRAVEL AND LIVING EXPENSES.				
77732	.		(2) ADDITIONAL DAILY RATE IS$2,100 PER MAN DAY. ADDITIONAL DAILY RATE INCLUDES LABOR AND LIVING EXPENSES.				
77732	.		(3) PURCHASER HAS AGREED TO SUPPLY ASSISTANCE AS REQUIRED TO COMPLETE SERVICE. FAILURE TO COMPLY MY RESULT IN ADDITIONAL CHARGES.				

No sales, GST, PST, use, or other taxes have been included in our pricing. No discounts accepted.

Quoted in US Dollars Grand Total $20,673.00

-Please see the attached General Terms and Conditions and Warranty Information.

-All purchase orders for Aftermarket parts need to be in US dollars.

-Minimum Order amount is US$100.

-All information provided with and including this proposal is considered proprietary and is not for distribution without express written consent of WesTech Engineering LLC.

-WesTech prefers that payments under $3,000 are processed by Credit Card. Any orders over $10,000 can not be accepted by Credit Card and will be invoiced at terms. This is to include freight and taxes. A processing fee of up to 4 percent on Credit Cards may be added where allowed by law.

This Quotation is subject to all specifications above as well as all attachments included with this document.

Thank you again for your quote request!

Best Regards,

General Terms of Sales

Quotation No: Q46877-145689

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering, LLC. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. SPECIFICATIONS: WesTech Engineering, LLC is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. ITEMS INCLUDED: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. PARTIES TO CONTRACT: WesTech Engineering, LLC is not a party to or bound by the terms of any contract between WesTech Engineering, LLC's customer and any other party. WesTech Engineering, LLC's undertakings are limited to those defined in the contract between WesTech Engineering, LLC and its direct customers.

4. PRICE AND DELIVERY: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering, LLC or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering, LLC of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering, LLC shall constitute acceptance by Purchaser, relieving WesTech Engineering, LLC of any liability for shipping damages or shortages.

5. PAYMENTS: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering, LLC is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

6. PAYMENT TERMS: Credit is subject to acceptance by WesTech Engineering, LLC's Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering, LLC, in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering, LLC may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering, LLC until such payment has been received.

7. ESCALATION: If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index, and in both cases without any additional profit or margin being added.

8. APPROVAL: If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering, LLC supplying any equipment shall be such complete approval.

9. INSTALLATION SUPERVISION: Prices quoted for equipment do not include installation supervision. WesTech Engineering, LLC recommends and will, upon request, make available, at WesTech Engineering, LLC's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation. Responsibility for proper operation of equipment, if not installed by WesTech Engineering, LLC or installed in accordance with WesTech Engineering, LLC's instructions, and inspected and accepted in writing by WesTech Engineering, LLC, rests entirely with Purchaser; and any work performed by WesTech Engineering, LLC personnel in making adjustment or changes must be paid for at WesTech Engineering, LLC's then current per diem rates plus living and traveling expenses.

WesTech Engineering, LLC will supply the safety devices described in this proposal or shown in WesTech Engineering, LLC's drawings furnished as part of this order but excepting these, WesTech Engineering, LLC shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering, LLC from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering, LLC or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

10. ACCEPTANCE OF PRODUCTS: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering, LLC within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering, LLC unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

11. TAXES: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

12. TITLE: The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering, LLC until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering, LLC's title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering, LLC may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering, LLC may suffer from any cause.

13. INSURANCE: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering, LLC's benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

14. SHIPMENTS: Any shipment of delivery dates recited represent WesTech Engineering, LLC's best estimate but no liability, direct or indirect, is assumed by WesTech Engineering, LLC for failure to ship or deliver on such dates.

WesTech Engineering, LLC shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering, LLC may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering, LLC that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering, LLC incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering, LLC or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering, LLC's reasonable control and occurring at a location other than WesTech Engineering, LLC or its supplier's shipping points, WesTech Engineering, LLC assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering, LLC may store the equipment

Quotation No: Q46877-145689

at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

15. WARRANTY: WesTech Engineering, LLC warrants equipment it supplies only in accordance with the attached WesTech Warranty. This warranty is expressly given by WesTech and accepted by purchaser in lieu of all other warranties whether written, oral, express, implied, statutory or otherwise, including without limitation, warranties of merchantability and fitness for particular purpose. WesTech neither accepts nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever. The purchaser's exclusive and only remedy for breach of this warranty shall be the repair and or replacement of the defective part or parts within a reasonable time of WesTech's accepting the validity of a warranty claim made by the purchaser.

16. PATENTS: WesTech Engineering, LLC agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering, LLC is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering, LLC needed information, assistance, and authority to enable WesTech Engineering, LLC so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering, LLC shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering, LLC will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering, LLC's request. The foregoing states the entire liability of WesTech Engineering, LLC, with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering, LLC assumes no responsibility for process patent infringement.

17. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering, LLC will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering, LLC assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering, LLC will be painted with that manufacturer's standard paint system. It is WesTech Engineering, LLC's intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering, LLC encourages the Purchaser to order these components without primer.

WesTech Engineering, LLC's prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering, LLC requests that Purchaser's order advise of the paint selection. WesTech Engineering, LLC will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

18. CANCELLATION, SUSPENSION, OR DELAY: After acceptance by WesTech Engineering, LLC, this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering, LLC to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering, LLC's plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. FORCE MAJEURE: Neither party hereto shall be liable to the other for default or delay in delivery caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, act of government, pandemic, delay of carriers, failure of normal sources of supply, complete or partial shutdown of plant by reason of inability to attain sufficient raw materials or power, and/or other similar contingency beyond the reasonable control of the respective parties. The time for delivery specified herein shall be extended during the continuance of such conditions, or any other cause beyond such party's reasonable control. Escalation resulting from a Force Majeure event shall be equitably adjusted per the escalation policy stated above.

20. RETURN OF PRODUCTS: No products may be returned to WesTech Engineering, LLC without WesTech Engineering, LLC's prior written permission. Said permission may be withheld by WesTech Engineering, LLC at its sole discretion.

21. BACKCHARGES: WesTech Engineering, LLC will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering, LLC furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering, LLC purchase order, or work requisition signed by WesTech Engineering, LLC.

22. INDEMNIFICATION: Purchaser agrees to indemnify WesTech Engineering, LLC from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

23. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

24. MOTORS AND MOTOR DRIVES: In order to avoid shipment delays of WesTech Engineering, LLC equipment, motors and drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

25. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

26. LIABILITY: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of $100,000 USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering, LLC against which a claim is sought.

27. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

_____

_____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

One Year Warranty

WesTech is meeting a global need for clean water through technology treatment solutions. We are proud that the equipment and systems we design, build, maintain, and operate are making the world a better place and creating a more sustainable environment for future generations.

Equipment manufactured or sold by WesTech Engineering, LLC, once paid for in full, is backed by the following warranty:

Subject to the terms below, WesTech warrants all new equipment manufactured or sold by WesTech Engineering, LLC to be unencumbered and free from defects in material and workmanship, and WesTech will replace or repair, F.O.B. its factories or other location it chooses, any part or parts returned to WesTech which WesTech's examination and analysis determine have failed within the warranty period because of defects in material and workmanship. The warranty period is either, one calendar year immediately following start-up, or eighteen (18) months from when WesTech sent its ready-to-ship notification to the purchaser, whichever expires sooner. All repair or replacement parts qualifying under this warranty shall be free of charge. Purchaser will provide timely written notice to WesTech of any defects it believes should be repaired or replaced under this warranty. WesTech will reject as untimely any warranty defect claim that purchaser submits more than thirty (30) days after the possible warranty defect first occurred. Unless specifically stated otherwise, this warranty does not cover normal wear or consumables. This warranty is not transferable.

This warranty shall be void and shall not apply where the equipment or any part thereof

(a) has been dismantled, modified, repaired or connected to other equipment, outside of a WesTech factory, or without WesTech's written approval, or

(b) has not been installed in complete adherence to all WesTech's or parts manufacturer's requirements, recommendations, and procedures, or

(c) has been subject to misuse, abuse, neglect, or accident, or has not at all times been operated and maintained in strict compliance with all of WesTech's requirements and recommendations therefor, including, but not limited to, the relevant WesTech Operations & Maintenance Manual and any other of WesTech's specified guidelines & procedures, or

(d) has been subject to force majeure events; use of chemicals not approved in writing by WesTech; electrical surges; overloading; significant power, water or feed supply fluctuations; or non-compliance with agreed feedwater or chemical volumes, specifications or procedures.

In any case where a part or component of equipment under this warranty is or may be faulty and the component or part is also covered under the warranty of a third party then the purchaser shall provide reasonable assistance to first pursue a claim under the third party warranty before making a claim under this warranty from WesTech. WesTech Engineering, LLC gives no warranty with respect to parts, accessories, or components purchased other than through WesTech. The warranties which apply to such items are those offered by the respective manufacturers.

This warranty is expressly given by WesTech and accepted by purchaser in lieu of all other warranties whether written, oral, express, implied, statutory or otherwise, including without limitation, warranties of merchantability and fitness for particular purpose. WesTech neither accepts nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever. The purchaser's exclusive and only remedy for breach of this warranty shall be the repair and or replacement of the defective part or parts within a reasonable time of WesTech's accepting the validity of a warranty claim made by the purchaser.

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Authorizing the Disposal of Equipment

BACKGROUND: Public Works Department is looking to dispose of items that are either beyond use date or no longer needed. A list has been compiled and estimated values have been assigned to all items that are to be listed for disposal.

BUDGETARY CONSIDERATIONS: An estimated $5,870.00 will be received from the sale of these items.

STRATEGIC PLANNING:
Prioritized: ____YES _X___NO

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

BOARD/COMMISION ACTIONS:

STAFF RECOMMENDATION: Staff recommends Council Approval

RESPONSIBLE STAFF/CONTACT INFORMATION:
Kevin Hensley, Public Works Director, 515-986-9636, khensley@grimesiowa.gov

Prepared by: JB
Return to: KH

RESOLUTION AUTHORIZING THE DISPOSAL OF EQUIPMENT

Grimes Resolution No. 03-1724

WHEREAS, the City of Grimes owns equipment that is no longer being utilized; and

WHEREAS, the Public Works Director has determined the equipment is no longer needed for any operational or other purposes; and

WHEREAS, the Public Works Director recommends the following equipment for disposal in manner that maximizes income to the City, which may include sale, trade-in, or disposal of junk.

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

Section 1. The following disposals are hereby approved:

Equipment Description	**Trade-in/Sale**	**Estimated Value**
2006 Ford F-250	Sale on GovDeals	$2500
10’ Metal Concrete Forms	Sale on GovDeals	$50
Munich Air Rock Drill	Sale on GovDeals	$100
Traffic Signal Controllers	Sale on GovDeals	$100
Berger Gym Lockers	Sale on GovDeals	$100
2015 EZ Liner Painter	Sale on GovDeals	$500
Buyers Salt Dog Salt Spreader	Sale on GovDeals	$100
Land Pride Batwing Mower	Sale on GovDeals	$1000
Truck Toolbox Topper	Sale on GovDeals	$200
9 - 30 X 30 Tables	Sale on GovDeals	$100
5 - 30 X 24 Tables	Sale on GovDeals	$100
2 - 54 Inch Round Tables	Sale on GovDeals	$50
23 - 48 X 30 Tables	Sale on GovDeals	$200
96 - Wooden Chairs	Sale on GovDeals	$200
4 - Bar Stools	Sale on GovDeals	$50
4- 36 Inch Metal Bookshelves	Sale on GovDeals	$50
4 – 74.5 Inch Bookshelves	Sale on GovDeals	$100
15- 36 Inch Wall Mounted Shelves	Sale on GovDeals	$100

Book Cart with Stoppers	Sale on GovDeals	$20
2- Lighted Bookshelves	Sale on GovDeals	$50
Workstation at Old Library	Sale on GovDeals	$100
Computer Station Table	Sale on GovDeals	$100
Ryan Seeder Attachment	Sale on GovDeals	$100
TOTAL		$5970

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Resolution 03-1824 Authorizing Mayor to Execute and Submit Annexation Application

BACKGROUND: The City of Grimes currently owns park property along SW 19th Street/250th Street in unincorporated Dallas County. The City is in receipt of voluntary annexation applications for property surrounding the park property, and as such, needs to include this property in the annexation application. The attached resolution would allow for the Mayor to execute the voluntary annexation application.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: YES

BOARD/COMMISION ACTIONS: N/A

STAFF RECOMMENDATION: Staff would recommend approval of the Resolution Authorizing Mayor to Execute and Submit Annexation Application

RESPONSIBLE STAFF/CONTACT INFORMATION:
Molly Mannel, Assistant Planner, 515-986-4050, mmannel@grimesiowa.gov

Prepared by:	Molly Mannel, Assistant Planner
Return to:	Molly Mannel, Assistant Planner

RESOLUTION AUTHORIZING MAYOR TO EXECUTE AND SUBMIT ANNEXATION APPLICATION

Grimes Resolution No. 03-1824

WHEREAS, the City of Grimes is in receipt of an annexation request; and,

WHEREAS, a portion of the proposed annexation territory includes property owned by the City of Grimes and is described on Exhibit A; and,

WHEREAS, the City of Grimes desires to annex said property into the City of Grimes.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the City Council hereby authorizes the Mayor of Grimes to execute and submit to the City Clerk an application for Voluntary Annexation into the City of Grimes.

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

APPLICATION FOR VOLUNTARY ANNEXATION
TO THE CITY OF GRIMES

The undersigned, City of Grimes, the owner(s) or authorized representatives(s) of the owners(s) of all property legally described in "Exhibit A" attached hereto and by this reference made a part hereof, and as shown on the map "Exhibit B" attached hereto and by this reference made a part hereof, respectfully **request the property be annexed into the City of Grimes**.

Property Owner(s): City of Grimes

Signature: _____ **Date:**_____
Scott Mikkelsen

Title: _____

****

Attachments: Exhibit A: Legal description of the property
Exhibit B: Map showing location of the property within the proposed annexation area

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

CITY OF GRIMES

PARCEL ID 1201300012

PARCEL 20-105 OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA AS SHOWN ON THE ACQUISITION PLAT ATTACHED TO THE WARRANTY DEED RECORDED IN BOOK 2021, PAGE 34753 AND CORRECTED BY THE SURVEYOR'S AFFIDAVIT RECORDED IN BOOK 2023, PAGE 284, EXCEPT EXISTING ROAD RIGHT OF WAY ALONG THE SOUTHERLY LINE THEREOF.

Exhibit B
Frampton Annexation

CITY OF GRIMES

Grimes City Limits
Parcels - Polk County
Parcels_Dallas County
ParcelOwners
City of Grimes
Other Corporate Limits
City Limits

0 0.07 0.15 0.3 Miles

N
W E
S

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Resolution 03-1924 Approving Pre-Annexation Agreement

BACKGROUND: Larry and Barbara Evans have agreed to voluntary annex their property into the City of Grimes, and have requested that the City Council consider a Pre-Annexation Agreement. The Pre-Annexation Agreement identifies the future zoning of property, the ability to continue harboring certain animals upon the property, and permission to continue the burning of yard waste, with certain notices required.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: YES

BOARD/COMMISION ACTIONS: N/A

STAFF RECOMMENDATION: N/A

RESPONSIBLE STAFF/CONTACT INFORMATION:
Molly Mannel, Assistant Planner, 515-986-4050, mmannel@grimesiowa.gov

Prepared by:	Molly Mannel, Assistant Planner
Return to:	Molly Mannel, Assistant Planner

RESOLUTION 03-1924 APPROVING PRE-ANNEXATION AGREEMENT

Grimes Resolution No. 03-1924

WHEREAS, Larry and Barbara Evans ("Owner") have requested voluntary annexation of their property into the City of Grimes; and

WHEREAS, the City of Grimes wishes annex territory directly adjacent to its city limits; and

WHEREAS, the City of Grimes and Owner have agreed to a Pre-Annexation Agreement with regard to this annexation.

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

1. Hereby adopts and approves the attached Pre-Annexation Agreement.
2. The Mayor and City Clerk are herby authorized to sign this Pre-Annexation Agreement on behalf of the City of Grimes.

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

GRIMES PRE-ANNEXATION AGREEMENT

The City of Grimes (City) and property owner Larry and Barbara Evans (Owner), enter into the following pre-annexation agreement for the property located at 24952 X Avenue (Property), based on the following terms:

1. Owner has executed and filed the attached Application requesting Voluntary Annexation of Property into the City (Application).

2. City will initiate the procedure for voluntary annexation pursuant to Iowa Code Chapter 368.

3. Upon completion of the Voluntary Annexation procedure, and the City will submit the Voluntary Annexation to the State of Iowa for filing and any required approval.

4. Upon official incorporation of the Owners property in the City, the City agrees that the Owner's property will be eligible for a ten-year transition to city taxes against Property pursuant to Iowa Code Section 368.11(3)(m)(1), as follows:

   a. For the first and second years, seventy-five percent;

   b. For the third and fourth years, sixty percent;

   c. For the fifth and sixth years, forty-five percent.

   d. For the seventh and eighth years, thirty percent.

   e. For the ninth and tenth years, fifteen percent.

5. Upon official incorporation of the Owners property in the City, the property shall officially carry a zoning classification of A-1 Agriculture.

6. Upon official incorporation of the Owners property in the City ,the Owner will be permitted to continue the burning of brush, and other landscape debris upon the Property. The Johnston-Grimes Metropolitan Fire Department must be notified of any burning activity prior to the burn commencing.

7. Upon official incorporation of the Owners property in the City, the Owner will be permitted to continue the keeping of animals, up to the amount current harbored upon the property.

This Annexation Agreement is executed by the Mayor and City Clerk pursuant to Resolution No._____ of the Grimes City Council the _____ day of _____, 2023, and by _____ authorized and legally empowered to sign on behalf of himself/herself and his/her/their business, _____.

PROPERTY OWNER

By: Lawrence Evans

Title: Owner

Date: 3/7/24

PROPERTY OWNER

By: Barbara Evans

Title: Owner

Date: 3/7/24

CITY OF GRIMES, IOWA:

By:_____

Mayor

Attest:

_____

Grimes City Clerk

Date:_____

APPLICATION FOR VOLUNTARY ANNEXATION TO THE CITY OF GRIMES

The undersigned, Lawrence and Barbara Evans, the owner(s) or authorized representatives(s) of the owners(s) of all property legally described in "Exhibit A" attached hereto and by this reference made a part hereof, and as shown on the map "Exhibit B" attached hereto and by this reference made a part hereof, respectfully **request the property be annexed into the City of Grimes**.

Property Owners:

Lawrence Evans Date: 3/7/24

Lawrence Evans

Barbara Evans Date: 3/7/24

Barbara Evans

****

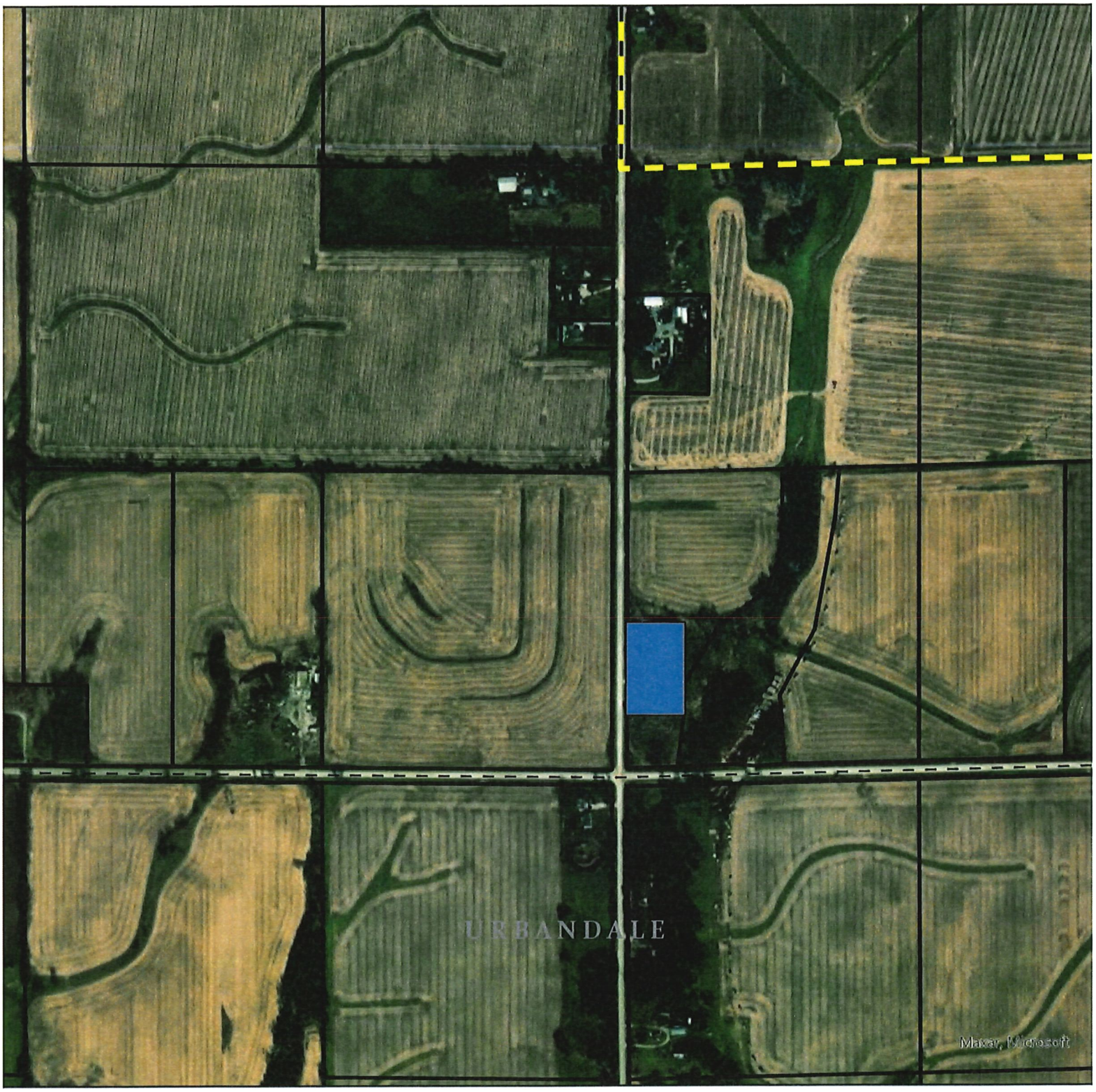
Attachments: Exhibit A: Legal description of the property
Exhibit B: Map showing location of the property within the proposed annexation area

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Parcel ID Per Dallas County Assessor: 1201300008
Legal Per Dallas County Assessor: PARCEL A SW SW

Exhibit B
Evans Annexation

CITY OF GRIMES



Grimes City Limits
Parcels - Polk County
Parcels_Dallas County
ParcelOwners
Evans Parcel
Other Corporate Limits
City Limits

0 0.07 0.15 0.3 Miles

N
W E
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CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Resolution 03-2024 Setting a Time and Place for Public Hearing on Proposed Voluntary Annexation of Property Generally Located Along SE 19th Street/250th Street in Dallas County, Iowa

BACKGROUND: The City of Grimes is in receipt of applications for voluntary annexation of properties generally located along SE 19th Street/250th Street in Dallas County, Iowa. The area encompasses approximately 377.2 acres of development ground, and a range of land uses supported. All annexation acres will be voluntary and consenting.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: YES

BOARD/COMMISION ACTIONS: N/A

STAFF RECOMMENDATION: N/A

RESPONSIBLE STAFF/CONTACT INFORMATION:
Molly Mannel, Assistant Planner, 515-986-4050, mmannel@grimesiowa.gov

Prepared by:	Molly Mannel, Assistant Planner
Return to:	Molly Mannel, Assistant Planner

RESOLUTION SETTING TIME AND PLACE FOR PUBLIC HEARING ON PROPOSED VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ALONG 19TH STREET/250TH STREET IN DALLAS COUNTY, IOWA

Grimes Resolution No. 03-2024

WHEREAS, the City of Grimes has received voluntary annexation applications for property located in Dallas County, Iowa, from the property owners as shown on Exhibit A; and

WHEREAS, the entire Annexation Territory is described in Exhibit B; and

WHEREAS, it is the desire of the Grimes City Council to hold a public hearing regarding the proposed voluntary annexation of property into the City of Grimes.

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

1. That the voluntary annexation applications have been received and filed.
2. That a public hearing be held by the Grimes City Council on the proposed voluntary annexation, at the Grimes Community Center, 410 SE Main Street, in the City of Grimes, Polk County, Iowa at 5:30 p.m. on the 14th day of May, 2024, at which time the City Council will consider any objections to the proposed annexation and will hear all interested persons.
3. That the City Attorney and City Staff be and are hereby authorized and instructed to give Notice of said public hearing as required by law.
4. That the City Attorney and City Staff be and are hereby authorized and instructed to publish the Notice of Receipt of Applications for Voluntary Annexation.
5. That the City Attorney and City Staff be and are hereby authorized and instructed to provide notice by certified mail to all Cities whose boundary adjoin the territory or that are within two miles of the territory; each affected public utility; the Board of Supervisors of each county containing a portion of the territory; the regional planning authority for the territory, and all non-consenting property owners.

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

APPLICATION FOR VOLUNTARY ANNEXATION TO THE CITY OF GRIMES

The undersigned, Justin Frampton, the owner(s) or authorized representatives(s) of the owners(s) of all property legally described in "Exhibit A" attached hereto and by this reference made a part hereof, and as shown on the map "Exhibit B" attached hereto and by this reference made a part hereof, respectfully **request the property be annexed into the City of Grimes.**

Property Owner(s): FI8 HOLDINGS, LLC

Signature: _____ **Date:** 3-12-2024

Justin Frampton

Title: Managing Partner

****

Attachments: Exhibit A: Legal description of the property
Exhibit B: Map showing location of the property within the proposed annexation area

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

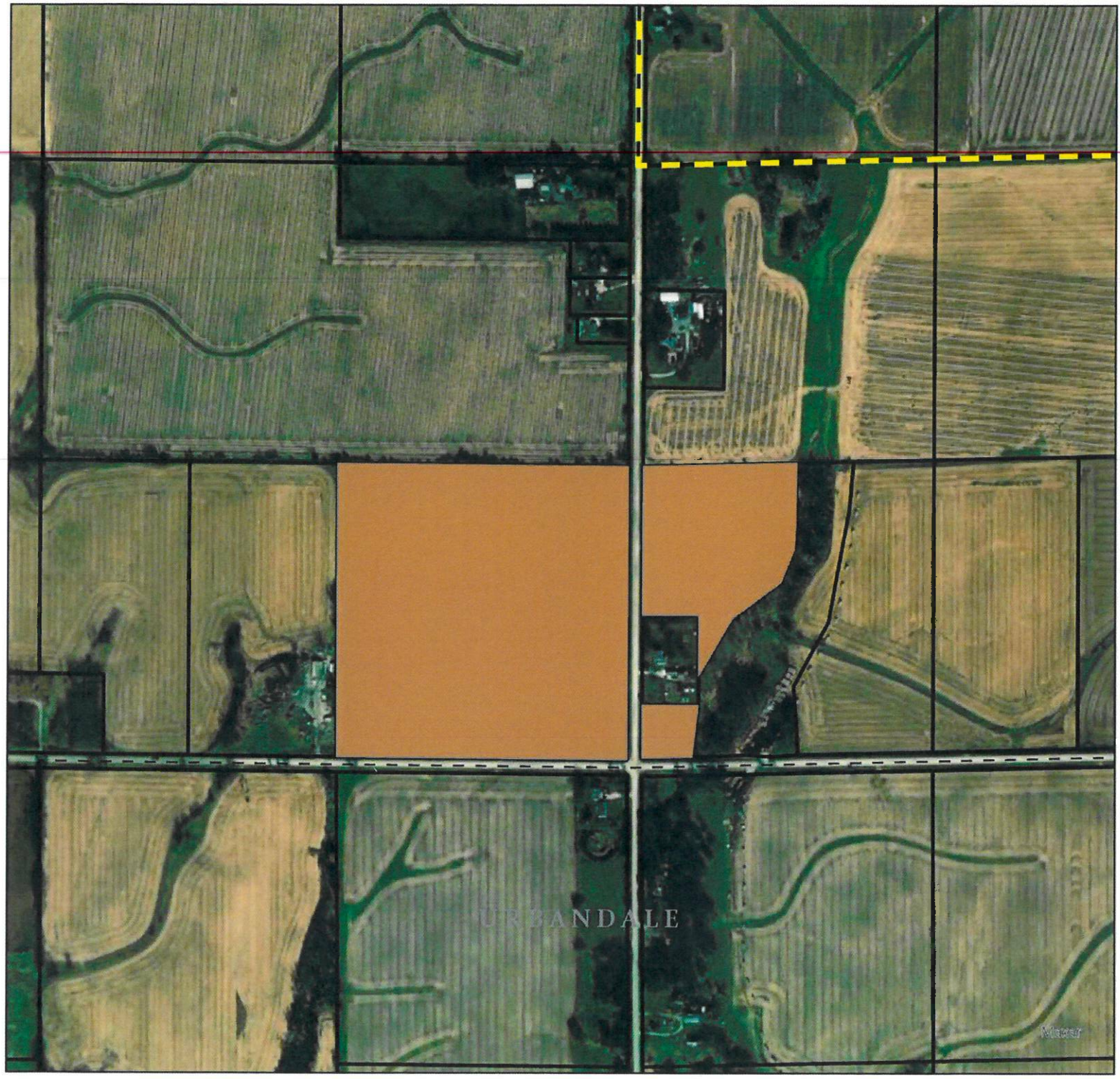
Parcel ID Per Dallas County Assessor: 1202400010
Legal Per Dallas County Assessor: SE SESec: 2Twp: 79Rng: 26

And

Plat of Survey Parcel 22-171, Recorded in Book 2023, Page 1056

Exhibit B
FI8 Holdings, LLC
Annexation

CITY OF GRIMES



Grimes City Limits
Parcels - Polk County
Parcels_Dallas County
ParcelOwners
FI8 Holdings, LLC
Other Corporate Limits
City Limits

0 0.07 0.15 0.3 Miles

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APPLICATION FOR VOLUNTARY ANNEXATION
TO THE CITY OF GRIMES

The undersigned, Donald W. Wallce, James L. Wallace, Jeffrey J. Wallace and Ross W. Wallace, the owner(s) or authorized representatives(s) of the owners(s) of all property legally described in "Exhibit A" attached hereto and by this reference made a part hereof, and as shown on the map "Exhibit B" attached hereto and by this reference made a part hereof, respectfully **request the property be annexed into the City of Grimes**.

Property Owners:

Donald W. Wallace _____ Date: 9/11/2023

Donald W. Wallace

James L. Wallace _____ Date: 9-11-2023

James L. Wallace

Jeffrey J. Wallace _____ Date: 9/11/23

Jeffrey J. Wallace

Ross W. Wallace _____ Date: 9/11/23

Ross W. Wallace

****

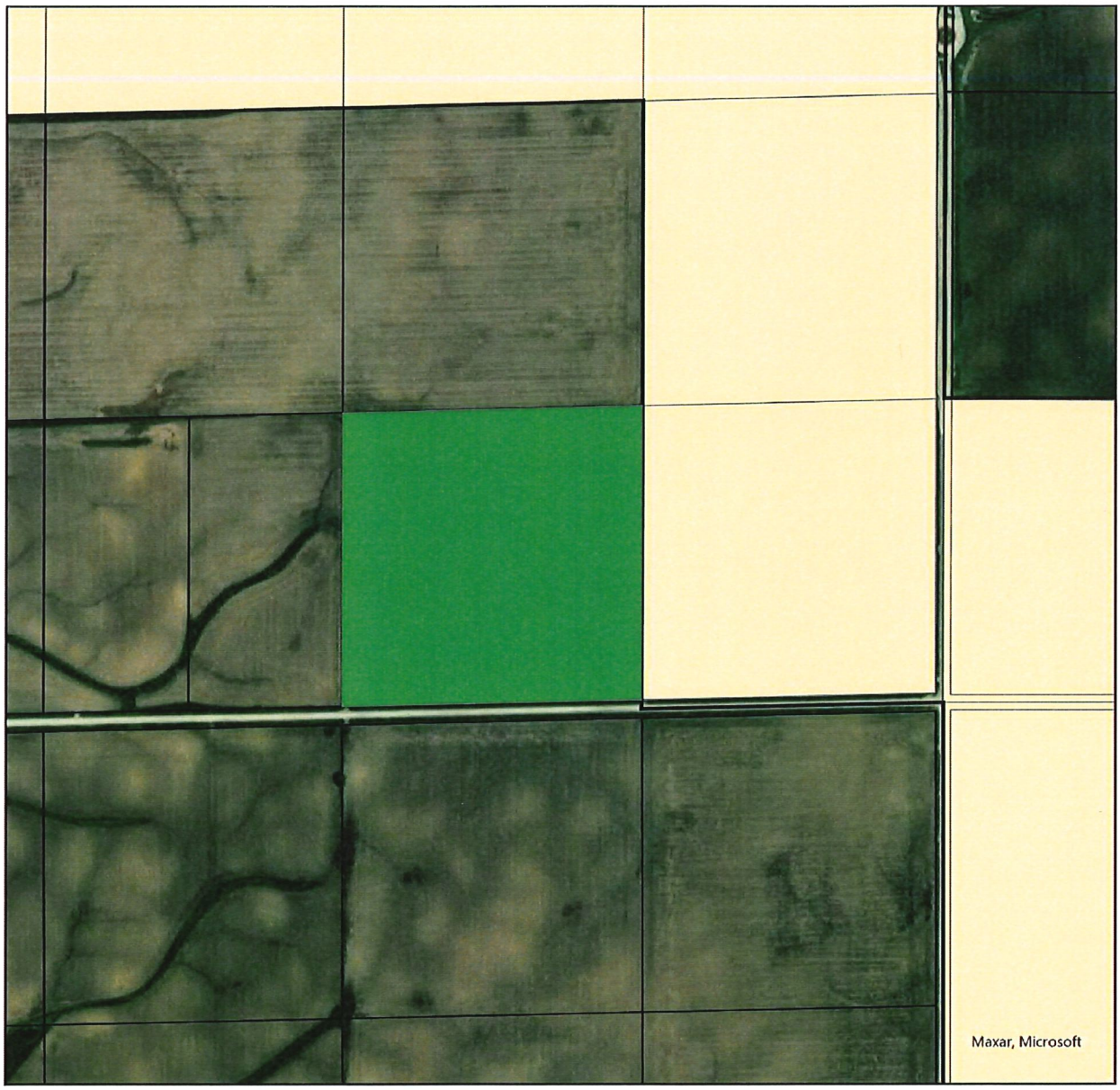
Attachments: Exhibit A: Legal description of the property
Exhibit B: Map showing location of the property within the proposed annexation area

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Parcel ID Per Dallas County Assessor: 1201400003
Legal Per Dallas County Assessor: SW SE of Section 1, Township 79, range 26

Exhibit B
Wallace Annexation

CITY OF GRIMES



Grimes City Limits
Parcels - Grimes
Parcels - Polk County
Parcels_Dallas County
Wallace

0 0.07 0.15 0.3 Miles

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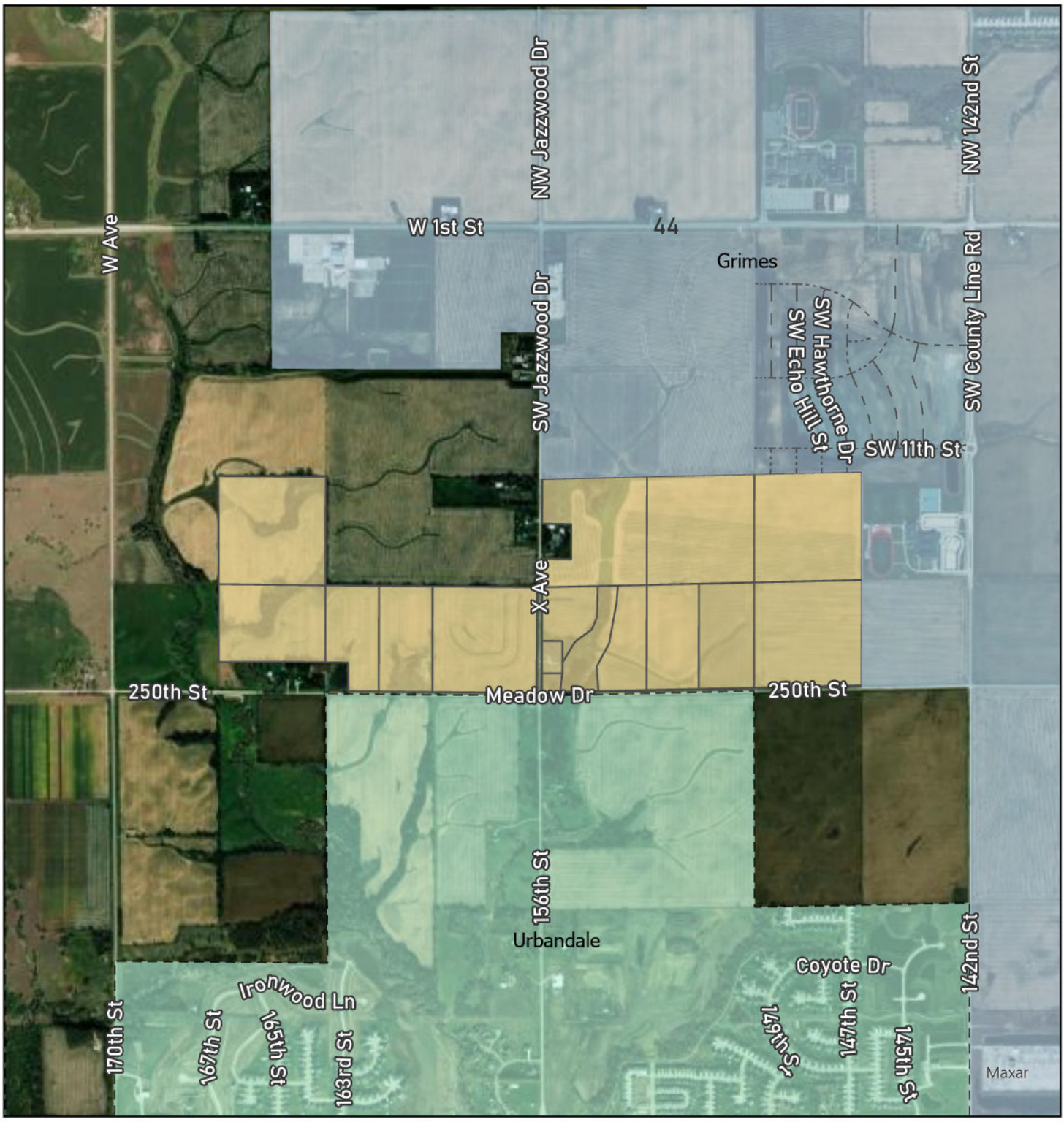
Annexation Area

CITY OF GRIMES



Annexation Area

Grimes City Limits

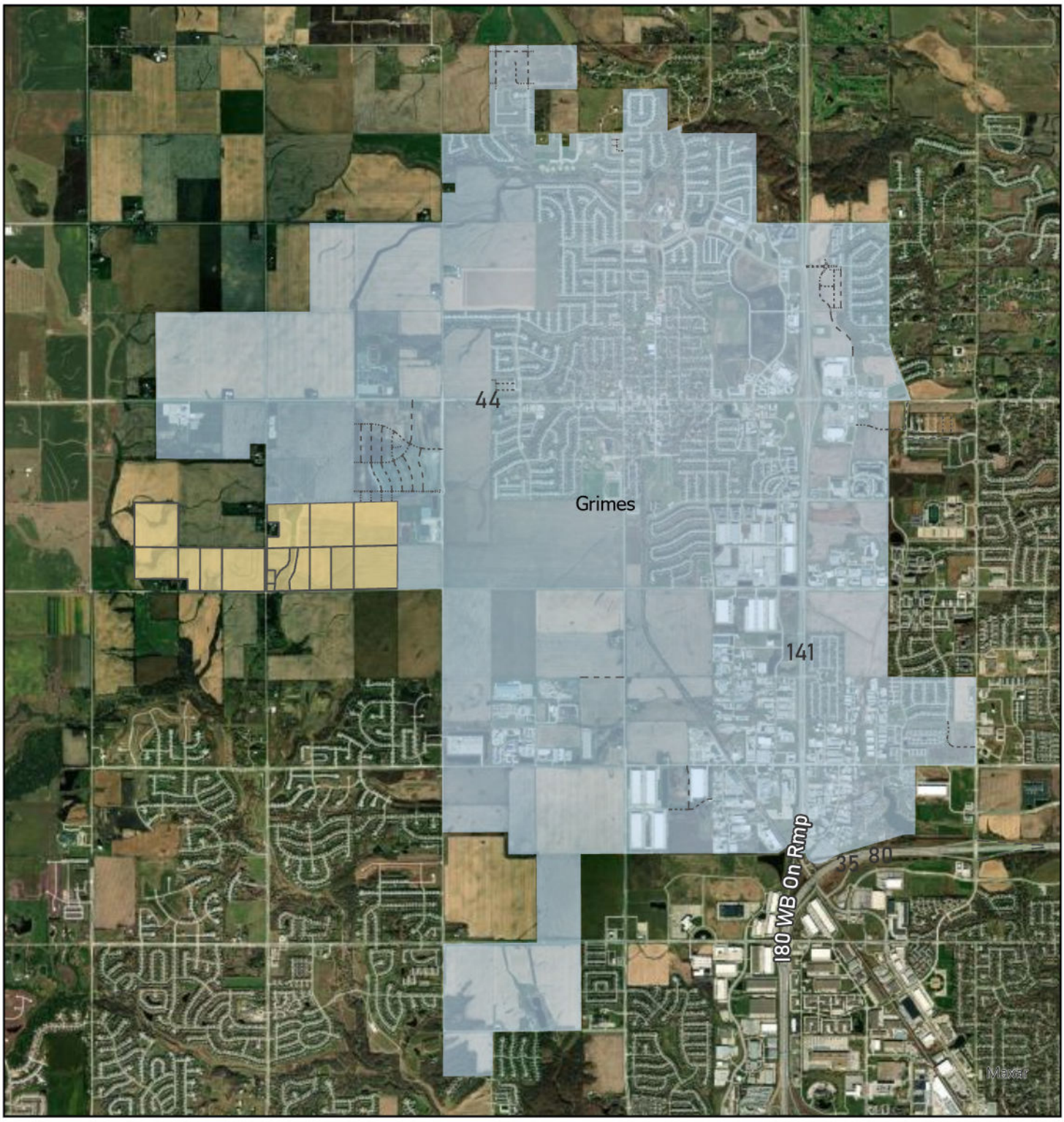
Other Corporate Limits

0 0.4 0.8 Miles

N W E S

Annexation Territory

CITY OF GRIMES



Annexation Area

Grimes City Limits

0 1 2 Miles

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APPLICATION FOR VOLUNTARY ANNEXATION
TO THE CITY OF GRIMES

The undersigned, Catholic Foundation of Southwest Iowa, the owner(s) or authorized representatives(s) of the owners(s) of all property legally described in "Exhibit A" attached hereto and by this reference made a part hereof, and as shown on the map "Exhibit B" attached hereto and by this reference made a part hereof, respectfully **request the property be annexed into the City of Grimes.**

Property Owners:

Mary Sue McEntee Date: 9-21-2023

Name: Mary Sue McEntee
Executive Director
Catholic Foundation of Southwest Iowa

****

Attachments: Exhibit A: Legal description of the property
Exhibit B: Map showing location of the property within the proposed annexation area

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Parcel ID Per Dallas County Assessor: 1201300010
Legal Per Dallas County Assessor: PARCEL B SE SWSec: 1Twp: 79Rng: 26

Exhibit B
Catholic Foundation of Southwest Iowa Annexation

CITY OF GRIMES

Grimes City Limits
Parcels - Polk County
Parcels_Dallas County
ParcelOwners
Catholic Foundation of Southwest Iowa
Other Corporate Limits
City Limits

0 0.07 0.15 0.3 Miles

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APPLICATION FOR VOLUNTARY ANNEXATION
TO THE CITY OF GRIMES

The undersigned, Catholic Foundation of Southwest Iowa, the owner(s) or authorized representatives(s) of the owners(s) of all property legally described in "Exhibit A" attached hereto and by this reference made a part hereof, and as shown on the map "Exhibit B" attached hereto and by this reference made a part hereof, respectfully **request the property be annexed into the City of Grimes.**

Property Owners:

Mary Sue McEntee Date: 9-21-2023

Name: Mary Sue McEntee
Executive Director
Catholic Foundation of Southwest Iowa

****

Attachments: Exhibit A: Legal description of the property
Exhibit B: Map showing location of the property within the proposed annexation area

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Parcel ID Per Dallas County Assessor: 1201300010
Legal Per Dallas County Assessor: PARCEL B SE SWSec: 1Twp: 79Rng: 26

Exhibit B
CFOSI Annexation

CITY OF GRIMES

Grimes City Limits
Parcels - Polk County
Parcels_Dallas County
ParcelOwners
Bishop's Endowment Fund Foundation
Other Corporate Limits
City Limits

0 0.07 0.15 0.3 Miles

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APPLICATION FOR VOLUNTARY ANNEXATION
TO THE CITY OF GRIMES

The undersigned, Justin Frampton, the owner(s) or authorized representatives(s) of the owners(s) of all property legally described in "Exhibit A" attached hereto and by this reference made a part hereof, and as shown on the map "Exhibit B" attached hereto and by this reference made a part hereof, respectfully **request the property be annexed into the City of Grimes.**

Property Owners:

_____ Date: 10-26-23

Justin Framton
(Frampton)

****

Attachments: Exhibit A: Legal description of the property
Exhibit B: Map showing location of the property within the proposed annexation area

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

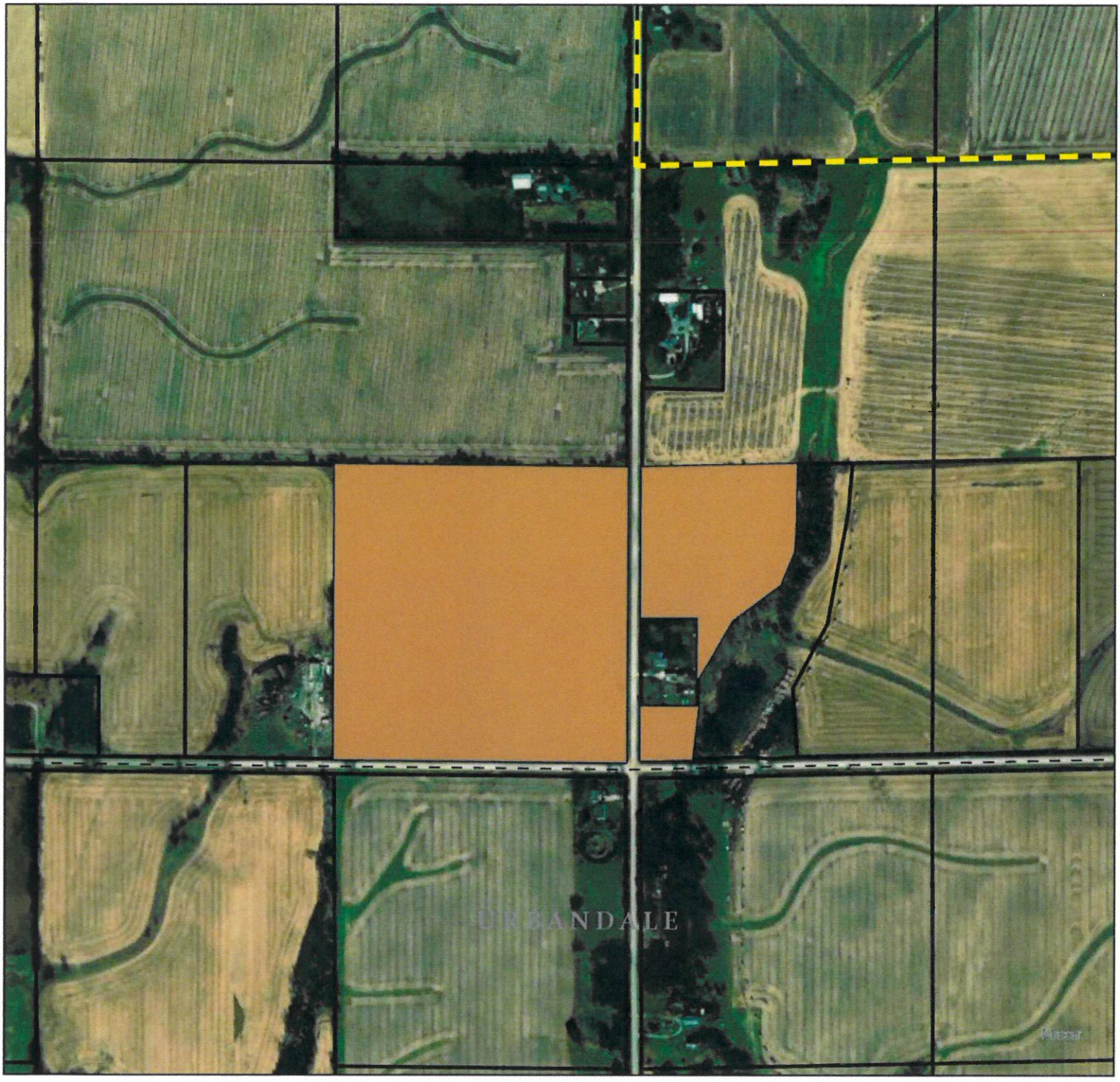
Parcel ID Per Dallas County Assessor: 1202400010
Legal Per Dallas County Assessor: SE SESec: 2Twp: 79Rng: 26

And

Plat of Survey Parcel 22-171, Recorded in Book 2023, Page 1056

Exhibit B
Frampton Annexation

CITY OF GRIMES



Grimes City Limits
Parcels - Polk County
Parcels_Dallas County
ParcelOwners
Frampton
Other Corporate Limits
City Limits

0 0.07 0.15 0.3 Miles

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APPLICATION FOR VOLUNTARY ANNEXATION
TO THE CITY OF GRIMES

The undersigned, Lemar Koethe and Marco Properties, the owner(s) or authorized representatives(s) of the owners(s) of all property legally described in "Exhibit A" attached hereto and by this reference made a part hereof, and as shown on the map "Exhibit B" attached hereto and by this reference made a part hereof, respectfully **request the property be annexed into the City of Grimes**.

Property Owners:

_____ Date: 9/21/23

Lemar Koethe/Marco Properties

****

Attachments: Exhibit A: Legal description of the property
Exhibit B: Map showing location of the property within the proposed annexation area

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

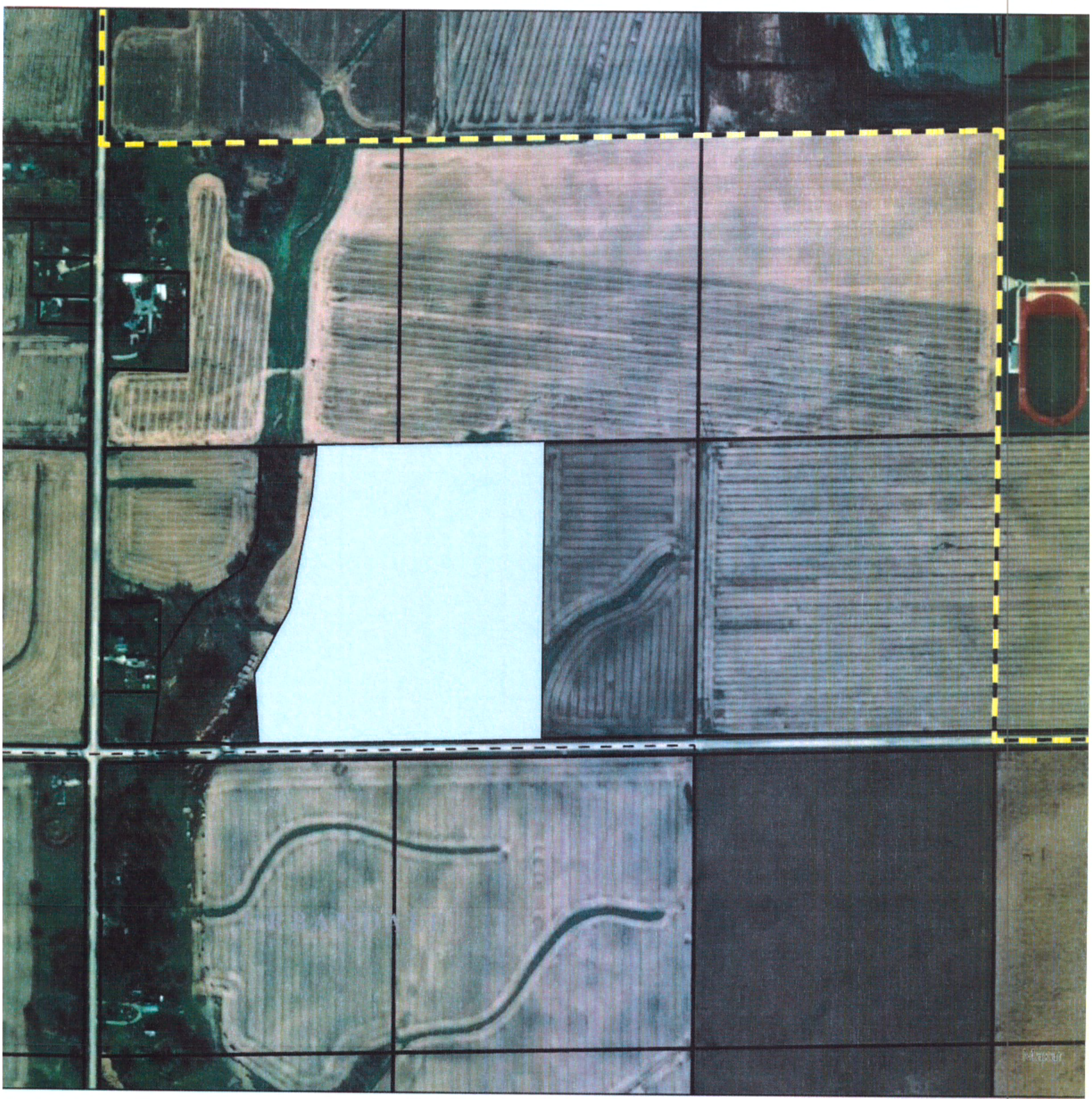
Parcel ID Per Dallas County Assessor: 1201300014
Legal Per Dallas County Assessor: SW SW /EX PARCEL A & EX PARCEL 20-105 & EX PARCEL 22-171/Sec: 1Twp: 79Rng: 26

And

Parcel ID Per Dallas County Assessor: 1201300009
Legal Per Dallas County Assessor: SE SW /EX PARCEL B/Sec: 1Twp: 79Rng: 26

Exhibit B
Koethe Annexation

CITY OF GRIMES



Grimes City Limits
Parcels - Polk County
Parcels_Dallas County
ParcelOwners
Koethe
Other Corporate Limits
City Limits

0 0.07 0.15 0.3 Miles

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GRIMES PRE-ANNEXATION AGREEMENT

The City of Grimes (City) and property owner Larry and Barbara Evans (Owner), enter into the following pre-annexation agreement for the property located at 24952 X Avenue (Property), based on the following terms:

1. Owner has executed and filed the attached Application requesting Voluntary Annexation of Property into the City (Application).

2. City will initiate the procedure for voluntary annexation pursuant to Iowa Code Chapter 368.

3. Upon completion of the Voluntary Annexation procedure, and the City will submit the Voluntary Annexation to the State of Iowa for filing and any required approval.

4. Upon official incorporation of the Owners property in the City, the City agrees that the Owner's property will be eligible for a ten-year transition to city taxes against Property pursuant to Iowa Code Section 368.11(3)(m)(1), as follows:

   a. For the first and second years, seventy-five percent;

   b. For the third and fourth years, sixty percent;

   c. For the fifth and sixth years, forty-five percent.

   d. For the seventh and eighth years, thirty percent.

   e. For the ninth and tenth years, fifteen percent.

5. Upon official incorporation of the Owners property in the City, the property shall officially carry a zoning classification of A-1 Agriculture.

6. Upon official incorporation of the Owners property in the City ,the Owner will be permitted to continue the burning of brush, and other landscape debris upon the Property. The Johnston-Grimes Metropolitan Fire Department must be notified of any burning activity prior to the burn commencing.

7. Upon official incorporation of the Owners property in the City, the Owner will be permitted to continue the keeping of animals, up to the amount current harbored upon the property.

This Annexation Agreement is executed by the Mayor and City Clerk pursuant to Resolution No._____ of the Grimes City Council the _____ day of _____, 2023, and by _____ authorized and legally empowered to sign on behalf of himself/herself and his/her/their business, _____.

PROPERTY OWNER

By: Lawrence Evans

Title: Owner

Date: 3/7/24

PROPERTY OWNER

By: Barbara Evans

Title: Owner

Date: 3/7/24

CITY OF GRIMES, IOWA:

By:_____

Mayor

Attest:

_____

Grimes City Clerk

Date:_____

APPLICATION FOR VOLUNTARY ANNEXATION TO THE CITY OF GRIMES

The undersigned, Lawrence and Barbara Evans, the owner(s) or authorized representatives(s) of the owners(s) of all property legally described in "Exhibit A" attached hereto and by this reference made a part hereof, and as shown on the map "Exhibit B" attached hereto and by this reference made a part hereof, respectfully **request the property be annexed into the City of Grimes**.

Property Owners:

Lawrence Evans Date: 3/7/24

Lawrence Evans

Barbara Evans Date: 3/7/24

Barbara Evans

****

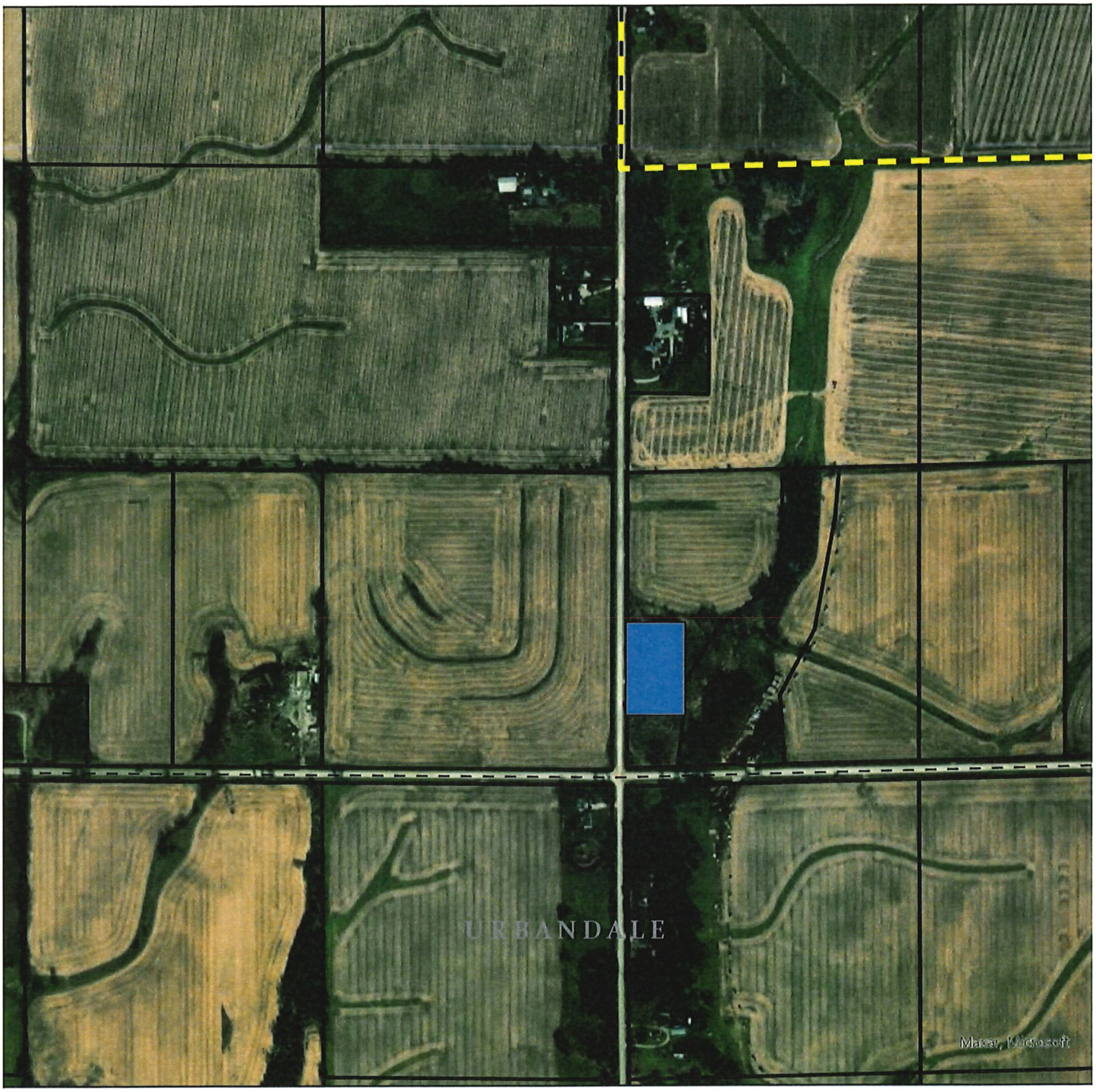
Attachments: Exhibit A: Legal description of the property
Exhibit B: Map showing location of the property within the proposed annexation area

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Parcel ID Per Dallas County Assessor: 1201300008
Legal Per Dallas County Assessor: PARCEL A SW SW

Exhibit B
Evans Annexation

CITY OF GRIMES



Grimes City Limits
Parcels - Polk County
Parcels_Dallas County
ParcelOwners
Evans Parcel
Other Corporate Limits
City Limits

0 0.07 0.15 0.3 Miles

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W E
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BK: 2023 PG: 284
Recorded: 1/18/2023 at 9:37:52.0 AM
County Recording Fee: $17.00
Iowa E-Filing Fee: $3.32
Combined Fee: $20.32
Revenue Tax:
ReNae Arnold, Recorder
Dallas County, Iowa

Prepared By and Return To: Michael A. Brooner, Civil Design Advantage
4121 NW Urbandale Dr., Urbandale, IA 50322 515-369-4400

SURVEYOR'S AFFIDAVIT

STATE OF IOWA)
) **ss:**
COUNTY OF POLK)

I, Michael A. Brooner, of Civil Design Advantage LLC being first duly sworn, on oath do depose and say:

1. That I am a duly Licensed Land Surveyor under the laws of the State of Iowa and prepared the **Acquisition Plat** attached to the **Warranty Deed** recorded in **book 2021, page 34753** in the records of the **Dallas County** Recorder's office.

2. That said Acquisition Plat creates Parcel '20-105'.

3. That said Acquisition Plat **incorrectly shows the width of the Meadow Drive/250th Street roadway easement** along the south line of said Parcel '20-105'.

4. That said Meadow Drive/250th Street roadway easement is correctly shown on the attached **EXHIBIT 'A' – CORRECTED ACQUISITION PLAT** which corrects and replaces said Acquisition Plat of said Warranty Deed.

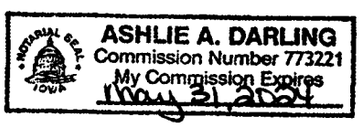
I make this affidavit in order that the same may be filed for record under the provision of Section 354.24 of the Code of Iowa, as amended

Dated this 23rd day of December 2022.

Michael A. Brooner, P.L.S. #15980

Subscribed in my presence and sworn to before me by the said Michael A. Brooner, this 23rd day of December 2022.

Notary Public



INDEX LEGEND

LOCATION: SEC 01-79-26, PT. SW1/4 SW1/4

REQUESTOR: CITY OF GRIMES

PROPRIETOR: KOETHE, LEMAR
6000 DOUGLAS AVE, SUITE 210
DES MOINES, IA 50322

SURVEYOR: MICHAEL A. BROONER PLS

COMPANY: CIVIL DESIGN ADVANTAGE LLC

RETURN TO: CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: 515-369-4400

EXHIBIT 'A' - CORRECTED ACQUISITION PLAT

DATE OF SURVEY
DECEMBER 29, 2020

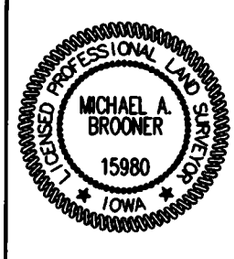
REVISED
DECEMBER 09, 2022

OWNER
LEMAR KOETHE

AREA SUMMARY
10.53 AC (458,870 SF) - GROSS
0.50 AC (21,803 SF) - ROW EASEMENT
10.03 AC (437,067 SF) - NET

PARCEL '20-105' DESCRIPTION
A PART OF SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 01, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 01; THENCE NORTH 88°59'23" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, 252.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 06°53'12" EAST, 270.14 FEET TO THE SOUTHEAST CORNER OF PARCEL 'A', BEING A PART OF SAID SOUTHWEST QUARTER AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2004, PAGE 16564; THENCE NORTH 00°25'21" EAST ALONG THE EAST LINE OF SAID PARCEL 'A', 129.18 FEET; THENCE NORTH 31°41'06" EAST, 296.19 FEET; THENCE NORTH 54°14'48" EAST, 262.37 FEET; THENCE NORTH 23°08'31" EAST, 157.79 FEET; THENCE NORTH 04°16'13" EAST, 114.96 FEET; THENCE NORTH 01°27'06" EAST, 266.46 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 88°52'58" EAST ALONG SAID NORTH LINE, 248.59 FEET; THENCE SOUTH 05°29'32" WEST, 216.34 FEET; THENCE SOUTH 11°06'47" WEST, 498.48 FEET; THENCE SOUTH 28°53'47" WEST, 321.08 FEET; THENCE SOUTH 03°19'47" EAST, 340.26 FEET TO SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 88°59'23" WEST ALONG SAID SOUTH LINE, 475.59 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.53 ACRES (458,870 SQUARE FEET). THE PROPERTY IS SUBJECT TO A ROAD EASEMENT CONTAINING 0.50 ACRES (21,803 S.F.).



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

MICHAEL A. BROONER, P.L.S. — DATE: 12-23-2022

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS 1 AND 2

SHEET 1 OF 2

PT. SW 1/4 SW 1/4 SEC. 1-79-26 | REVISION:

CITY OF GRIMES - CORRECTED ACQUISITION PLAT - KOETHE PROPERTY

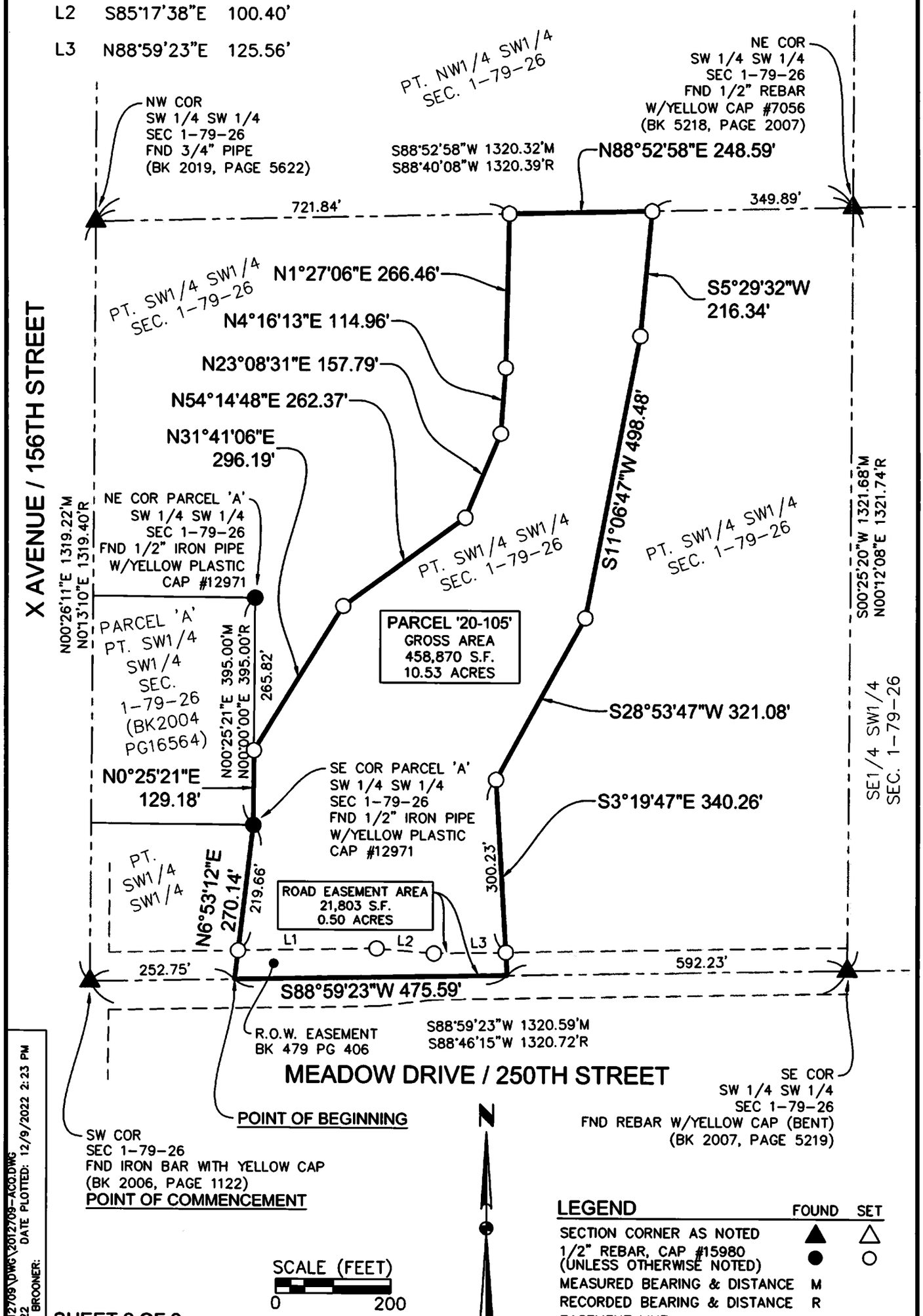
2012.709 | CIVIL DESIGN ADVANTAGE | 3405 CROSSROADS DRIVE, SUITE G, GRIMES, IOWA 50111 PH: (515) 369-4400 Fax: (515) 369-4410

FILE: H:\2020\2012709\DWG\2012709-ACQ.DWG
FILE DATE: 12/9/22
PLOTTED BY: MIKE BROONER:
DATE PLOTTED: 12/9/2022 2:21 PM

EXHIBIT 'A' - CORRECTED ACQUISITION PLAT

LINE DATA

LINE	BEARING	LENGTH
L1	N88°59'23"E	241.58'
L2	S85°17'38"E	100.40'
L3	N88°59'23"E	125.56'



LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, CAP #15980 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
EASEMENT LINE		

SHEET 2 OF 2

PT. SW 1/4 SW 1/4 SEC. 1-79-26

REVISION:

CITY OF GRIMES - CORRECTED ACQUISITION PLAT - KOETHE PROPERTY

2012.709

CIVIL DESIGN ADVANTAGE

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

FILE: H:\2020\2012709\DWG\2012709-ACQ.DWG
FILE DATE: 12/9/22
PLOTTED BY: MIKE BROONER:
DATE PLOTTED: 12/9/2022 2:23 PM

BK: 2021 PG: 34753
Recorded: 11/29/2021 at 12:57:51.0 PM
County Recording Fee: $22.00
Iowa E-Filing Fee: $9.42
Combined Fee: $31.42
Revenue Tax: $322.40
Chad C. Airhart Recorder
Dallas County, Iowa

Return To: City of Grimes, 101 NE Harvey St, Grimes, IA 50111
Taxpayer: City of Grimes, 101 NE Harvey St, Grimes, IA 50111
Preparer: Alecia A. Meuleners, 699 Walnut Street, Suite 2000, Des Moines, IA 50309, Phone: (515) 288-6041

WARRANTY DEED
(CORPORATE/BUSINESS ENTITY GRANTOR)

For the consideration of One Dollar(s) and other valuable consideration, LeMar Koethe, a single person does hereby convey to City of Grimes, Iowa, a municipal corporation, the following described real estate in Dallas County, Iowa:

See Acquisition Plat attached as Exhibit A.

The grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: this 22 day of November, 2021.

LeMar Koethe, Grantor

STATE OF IOWA, COUNTY OF Polk

This record was acknowledged before me on November 22, 2021 by LeMar Koethe, a single person.

Signature of Notary Public

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

Exhibit A

INDEX LEGEND

LOCATION: SEC 01-79-26, PT. SW1/4 SW1/4

REQUESTOR: CITY OF GRIMES

PROPRIETOR: KOETHE, LEMAR
6000 DOUGLAS AVE, SUITE 210
DES MOINES, IA 50322

SURVEYOR: MICHAEL A. BROONER PLS

COMPANY: CIVIL DESIGN ADVANTAGE LLC

RETURN TO: CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: 515-369-4400

ACQUISITION PLAT

DATE OF SURVEY

DECEMBER 29, 2020

OWNER

LEMAR KOETHE

AREA SUMMARY

10.53 AC (458,870 SF) - GROSS
0.43 AC (18,881 SF) - ROW EASEMENT
10.10 AC (439,989 SF) - NET

PARCEL '20-105' DESCRIPTION

A PART OF SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 01, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 01; THENCE NORTH 88°59'23" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, 252.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 06°53'12" EAST, 270.14 FEET TO THE SOUTHEAST CORNER OF PARCEL 'A', BEING A PART OF SAID SOUTHWEST QUARTER AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2004, PAGE 16564; THENCE NORTH 00°25'21" EAST ALONG THE EAST LINE OF SAID PARCEL 'A', 129.18 FEET; THENCE NORTH 31°41'06" EAST, 296.19 FEET; THENCE NORTH 54°14'48" EAST, 262.37 FEET; THENCE NORTH 23°08'31" EAST, 157.79 FEET; THENCE NORTH 04°16'13" EAST, 114.96 FEET; THENCE NORTH 01°27'06" EAST, 266.46 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 88°52'58" EAST ALONG SAID NORTH LINE, 248.59 FEET; THENCE SOUTH 05°29'32" WEST, 216.34 FEET; THENCE SOUTH 11°06'47" WEST, 498.48 FEET; THENCE SOUTH 28°53'47" WEST, 321.08 FEET; THENCE SOUTH 03°19'47" EAST, 340.26 FEET TO SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 88°59'23" WEST ALONG SAID SOUTH LINE, 475.59 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.53 ACRES (458,870 SQUARE FEET). THE PROPERTY IS SUBJECT TO A ROAD EASEMENT BEING THE SOUTH 40.00 FEET THEREOF, SAID EASEMENT CONTAINS 0.43 ACRES (18,881 S.F.).

LICENSED PROFESSIONAL LAND SURVEYOR
MICHAEL A. BROONER
15980
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Michael Brooner — 12-30-2020
MICHAEL A. BROONER, P.L.S. — DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS 1 AND 2

SHEET 1 OF 2

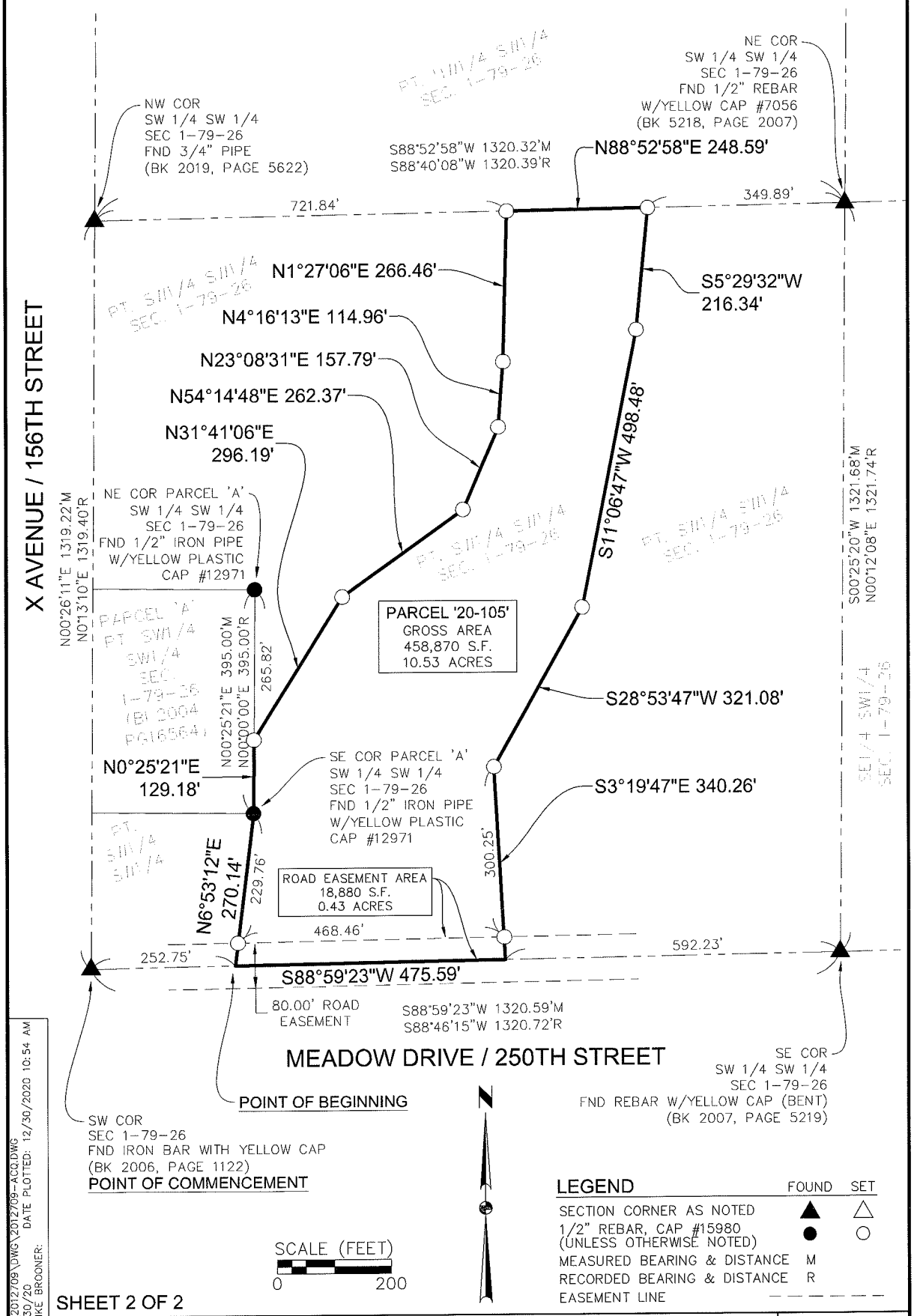
PT. SW 1/4 SW 1/4 SEC. 1-79-26 — REVISION:

CITY OF GRIMES - ACQUISITION PLAT - KOETHE PROPERTY

3405 CROSSROADS DRIVE, SUITE G.

H:\2020\2012709\DWG\2012709-ACQ.DWG
DATE: 12/30/20 DATE PLOTTED: 12/30/2020 10:41 AM
TED BY: MIKE BROONER:

ACQUISITION PLAT



SHEET 2 OF 2

PT. SW 1/4 SW 1/4 SEC. 1-79-26

REVISION:

CITY OF GRIMES - ACQUISITION PLAT - KOETHE PROPERTY

FILE: H:\2020\2012709\DWG\2012709-ACQ.DWG
FILE DATE: 12/30/20 DATE PLOTTED: 12/30/2020 10:54 AM
PLOTTED BY: MIKE BROONER:

2012.709

CIVIL DESIGN ADVANTAGE

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

CITY OF GRIMES
DEVELOPMENT SERVICES

410 SE Main Street, Suite 102 , Grimes, Iowa 50111

P: 515.986.4050 | F: 515.986.4480

ANNEXATION APPLICATION

Applications are due the fourth Monday of the month at 12:00 p.m.

Please read application thoroughly. The City has the right to refuse an incomplete application.

Annexation

Application Packet

1. <u>Application Packet.</u> Be *sure to complete and submit <u>all the required materials</u>* that are a part of this Application Packet. Failure to do so will result in a delay in accepting your application until it is complete.

2. <u>What must be submitted?</u>

- One (1) PDF of the Annexation Petition, map of property to be annexed, legal description in Word format, and description of intent for annexed property submitted to:
  - Alex Pfaltzgraff, Development Services Director: apfaltzgraff@grimesiowa.gov
  - Rachel Greving, Development Services Coordinator: rgreving@grimesiowa.gov
  - Evann Martin, Assistant Planner: emartin@grimesiowa.gov

3. <u>What is the process?</u>

- Schedule a pre-application meeting with the City of Grimes. Pre-application meetings may be held on any date, however must be scheduled at least ***1 month prior to the intended submittal date.*** Call 515-986-4050 (Evann Martin) to coordinate.
- PDF submittal is due at 12:00 pm on the ***4th Monday of the month***. Staff will review the application and proved comment to the applicant.
- Planning & Zoning Commission shall consider the submittal based upon the **Development Review Schedule. Note that the dates outlined on the Development Review Schedule are not guaranteed.**
- The submittal process from first submission to Council consideration, is approximately 8-10 weeks.

Annexation

Application Form

CITY OF GRIMES

Project Information:

Project Address: Located northeast of the intersection of SW 19th Street and X Avenue

Legal Description: See attached

Project Name: Hope Petersen Property

Project Description: Annexation of 115.5 acres

Property Owner:

Name: Hope K. Farms

Address: 4500 Westown Parkway, Suite #277
West Des Moines, Iowa 50266

Phone: 515-381-3925

Email: Arash.Razizadeh@epcmfg.com

Applicant:

Name: N/A

Address:

Phone:

Email:

Obtaining approval does not absolve the applicant from obtaining all other applicable permits such as building permits, IDOT access permits, IDNR permits, etc.

I (We) certify that I (we) have submitted all the required information to apply for approval and that the information is factual.

Signature of Property Owner — Date: 10/21/2022

(Note: No other signature may be substituted for the Property Owner's signature.)

Signature of Applicant — Date

Application Fee: _____ (Check to "City of Grimes")

APPLICATION FOR VOLUNTARY ANNEXATION
TO THE CITY OF GRIMES

The undersigned, Hope K. Farms, LLC, the owner(s) or authorized representatives(s) of the owners(s) of all property legally described in "Exhibit A" attached hereto and by this reference made a part hereof, and as shown on the map "Exhibit B" attached hereto and by this reference made a part hereof, respectfully **request the property be annexed into the City of Grimes**.

Property Owners: _____ Date: 10/21/2022

_____ Date: _____

****

Attachments: Exhibit A: Legal description of the property
Exhibit B: Map showing location of the property within the proposed annexation area

HOPE PETERSEN
ANNEXATION DESCRIPTION

THE NORTH 1/2 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, SUBJECT TO EASEMENTS EXCEPT COMMENCING AT THE W 1/4 CORNER OF SAID SECTION 1; THENCE S 0°00'00 E ALONG THE WEST LINE OF THE SW 1/4 OF SAID SECTION 1, 561.00 FEET TO THE POINT OF BEGINNING; THENCE N 88°36'21" E, 389.10 FEET; THENCE S 0°00'00" E, 430.00 FEET; THENCE SOUTH 88°36'21" W, 389.10 FEET TO A POINT ON THE WEST LINE OF THE SW 1/4 OF SECTION 1; THENCE N 0°00'00" W ALONG THE WEST LINE OF THE SW 1/4 OF SAID SECTION 1, 430.00 FEET TO THE POINT OF BEGINNING.

ENGINEER/SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322

OWNER / REQUESTED BY

HOPE K FARMS, LLC
4500 UNIVERSITY AVE STE 277
WEST DES MOINES IA 50266

NOTES

BEARINGS, DISTANCES AND AREAS SHOWN ARE FROM DALLAS COUNTY AUDITOR MAPPING AND ARE FOR REFERENCE ONLY. PROPERTY TO BE FINAL PLATTED PRIOR TO DEVELOPMENT.

ANNEXATION DESCRIPTION

THE NORTH 1/2 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, SUBJECT TO EASEMENTS EXCEPT COMMENCING AT THE W 1/4 CORNER OF SAID SECTION 1; THENCE S 0°00'00 E ALONG THE WEST LINE OF THE SW 1/4 OF SAID SECTION 1, 561.00 FEET TO THE POINT OF BEGINNING; THENCE N 88°36'21" E, 389.10 FEET; THENCE S 0°00'00" E, 430.00 FEET; THENCE SOUTH 88°36'21" W, 389.10 FEET TO A POINT ON THE WEST LINE OF THE SW 1/4 OF SECTION 1; THENCE N 0°00'00" W ALONG THE WEST LINE OF THE SW 1/4 OF SAID SECTION 1, 430.00 FEET TO THE POINT OF BEGINNING.

N

SCALE
0' 100' 200' 400'

FILE: H:\2022\2210689\DWG\2210689-ANNEXATION_MAP.DWG
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PLOTTED BY: JOSH TRYGSTAD
TECH:
COMMENT:
ENG:

DATE
REVISIONS
10/21/2022
PREPARED

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: | TECH:

CIVIL DESIGN ADVANTAGE

HOPE PETERSEN
ANNEXATION MAP

GRIMES, IOWA

1/1
2210.689

CITY OF GRIMES
DEVELOPMENT SERVICES

410 SE Main Street, Suite 102 , Grimes, Iowa 50111

P: 515.986.4050 | F: 515.986.4480

ANNEXATION APPLICATION

Applications are due the fourth Monday of the month at 12:00 p.m.

Please read application thoroughly. The City has the right to refuse an incomplete application.

Annexation

Application Packet

1. <u>Application Packet.</u> Be *sure to complete and submit <u>all the required materials</u>* that are a part of this Application Packet. Failure to do so will result in a delay in accepting your application until it is complete.

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  - Alex Pfaltzgraff, Development Services Director: apfaltzgraff@grimesiowa.gov
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  - Evann Martin, Assistant Planner: emartin@grimesiowa.gov

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- Planning & Zoning Commission shall consider the submittal based upon the **Development Review Schedule. Note that the dates outlined on the Development Review Schedule are not guaranteed.**
- The submittal process from first submission to Council consideration, is approximately 8-10 weeks.

Annexation

Application Form

CITY OF GRIMES

Project Information:

Project Address: Located northwest of the intersection of SW 19th Street and X Avenue

Legal Description: See attached

Project Name: Nelson Property

Project Description: Annexation of 104.40 acres

Property Owner:

Name: Park Village LLC

Address: 9500 University Avenue, Suite 2112
West Des Moines, Iowa 50266

Phone: 515-327-0800

Email: jjohnson@accuratedevelopment.com

Applicant:

Name: N/A

Address:

Phone:

Email:

Obtaining approval does not absolve the applicant from obtaining all other applicable permits such as building permits, IDOT access permits, IDNR permits, etc.

I (We) certify that I (we) have submitted all the required information to apply for approval and that the information is factual.

Signature of Property Owner — Date: 10-21-22

(Note: No other signature may be substituted for the Property Owner's signature.)

Signature of Applicant — Date: 10-21-22

Application Fee: _____ (Check to "City of Grimes")

APPLICATION FOR VOLUNTARY ANNEXATION TO THE CITY OF GRIMES

The undersigned, Jared Johnson, the owner(s) or authorized representatives(s) of the owners(s) of all property legally described in "Exhibit A" attached hereto and by this reference made a part hereof, and as shown on the map "Exhibit B" attached hereto and by this reference made a part hereof, respectfully **request the property be annexed into the City of Grimes**.

Property Owners: _____ Date: 10-21-22

_____ Date: _____

****

Attachments: Exhibit A: Legal description of the property
Exhibit B: Map showing location of the property within the proposed annexation area

NELSON PROPERTY
ANNEXATION DESCRIPTION

THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) AND THE WEST 660 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWO, TOWNSHIP SEVENTY-NINE, RANGE TWENTY-SIX (2-79-26) WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA,

EXCEPT THAT PART OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 2-79-26 WEST OF THE 5TH P.M. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH SECTION LINE, 2232.4 FEET EAST OF THE SOUTHWEST (SW) CORNER OF SAID SECTION 2. PROCEED NORTH 250.8 FEET ON A LINE PERPENDICULAR TO THE SOUTH LINE OF SECTION 2, THENCE EAST 200 FEET; THENCE SOUTH 250.8 FEET TO THE SOUTH LINE OF SECTION 2; THENCE WEST 200 FEET TO THE POINT OF BEGINNING, SUBJECT TO EXISTING ROAD RIGHT-OF-WAY ON THE SOUTH 33 FEET, CONTAINING 1.15 ACRES, MORE OR LESS, ALL NOW BEING IN AND FORMING A PART OF DALLAS COUNTY, IOWA

AND INCLUDING THAT PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWO, TOWNSHIP SEVENTY-NINE, RANGE TWENTY-SIX (2-79-26) WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST (SE) CORNER OF SAID SECTION 2, THENCE WEST ALONG THE SOUTH LINE THEREOF 1964.0 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 305.23'; THENCE EAST 244.0 ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF SAID SECTION 2; THENCE S 18°26' W 227.68'; THENCE SOUTH 89.23' TO SAID SOUTH LINE OF SECTION 2; THENCE WEST 172.0' ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING; SAID PARCEL BEING SUBJECT TO ANY EASEMENT OF RECORD FOR ROAD PURPOSES.

AND EXCEPT THAT PART OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 2-79-26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) 490.67 FEET WEST OF THE SOUTH QUARTER (S 1/4) CORNER OF SAID SECTION 2; THENCE N 90°00'W (ASSUMED FOR THE PURPOSE OF THIS DESCRIPTION ONLY), ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4), 817.37 FEET TO A POINT THAT IS 1308.03 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE N 00°25'36" E, ALONG THE WEST LINE OF SAID EAST HALF (E 1/2) SOUTHWEST QUARTER (SW 1/4), 371.0 FEET; THENCE N 89°03 'E, 814.70 FEET; THENCE S 00°00' E, 383.30 FEET TO THE POINT OF BEGINNING; CONTAINING 7.06 ACRES, MORE OR LESS, SUBJECT TO EXISTING ROAD RIGHT-OF-WAY OVER THE SOUTH 33.0 FEET THEREOF CONTAINING 0.62 ACRES, MORE OR LESS.

AND EXCEPT THAT PART OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 2-79-26 WEST OF THE 5TH P.M. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH SECTION LINE 2125.40 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE N 00°00' E, (ASSUMED FOR THE PURPOSE OF THESE DESCRIPTIONS ONLY), 250.80 FEET ON A LINE PERPENDICULAR TO THE SOUTH LINE OF SECTION 2; THENCE N90°00'E, 107.00 FEET; THENCE S 00°00' W. 250.80 FEET TO THE SOUTH LINE OF SECTION 2; THENCE S 90°00' W, 107.00 FEET TO THE POINT OF BEGINNING, SUBJECT TO EXISTING ROAD RIGHT-OF-WAY OVER THE SOUTH 33.0 FEET THEREOF CONTAINING 0.62 ACRES, MORE OR LESS, ALL NOW BEING IN AND FORMING A PART OF DALLAS COUNTY, IOWA

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NELSON PROPERTY
ANNEXATION DESCRIPTION

AND

THE EAST 660 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 2, IN TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA.

ENGINEER/SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322

OWNER / REQUESTED BY

PARK VILLAGE, LLC
9500 UNIVERSITY AVENUE, SUITE 2112
WEST DES MOINES, IA 50266

NOTES

BEARINGS, DISTANCES AND AREAS SHOWN ARE FOR REFERENCE ONLY. PROPERTY TO BE FINAL PLATTED PRIOR TO DEVELOPMENT.

ANNEXATION DESCRIPTION

THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) AND THE WEST 660 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWO, TOWNSHIP SEVENTY–NINE, RANGE TWENTY–SIX (2–79–26) WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA,

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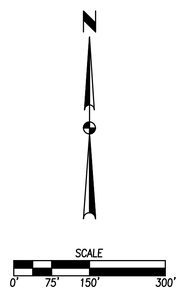
AND

THE EAST 660 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 2, IN TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA.



REVISIONS	DATE
PREPARED	10/06/2022

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: | TECH:

CIVIL DESIGN ADVANTAGE
GRIMES, IOWA

NELSON PROPERTY
ANNEXATION MAP

1/1
1712.663

FILE: N:\2017\1712663\DWG\1712663-ANNEXATION MAP.DWG
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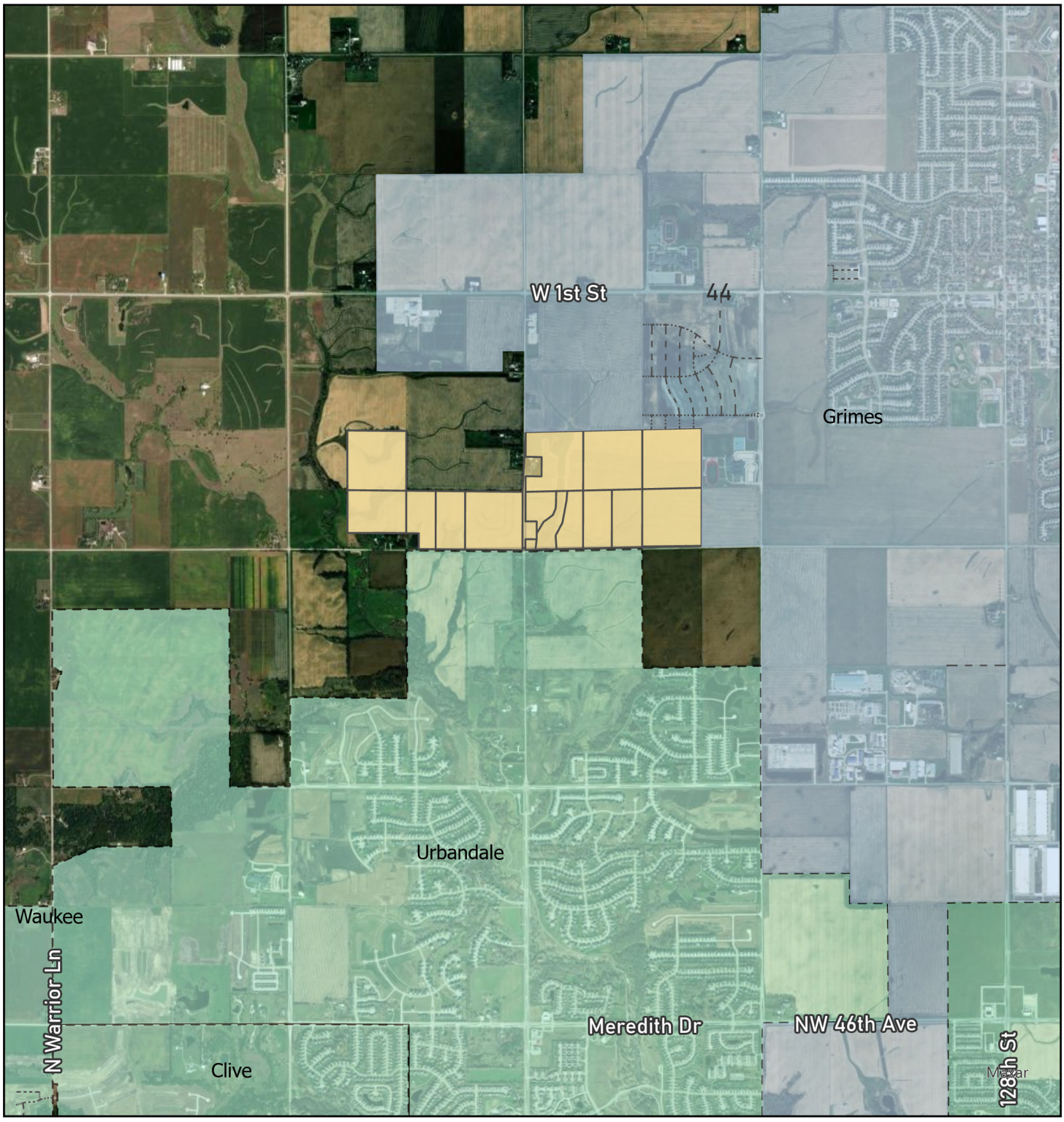
PLOTTED BY: CARTER YOUNGBLOOD TECH:
ENG:

Annexation Area

CITY OF GRIMES



Annexation Area

Grimes City Limits

Other Corporate Limits

0 0.75 1.5 Miles

N

W E

S

APPLICATION FOR VOLUNTARY ANNEXATION
TO THE CITY OF GRIMES

The undersigned, Lemar Koethe, the owner(s) or authorized representatives(s) of the owners(s) of all property legally described in "Exhibit A" attached hereto and by this reference made a part hereof, and as shown on the map "Exhibit B" attached hereto and by this reference made a part hereof, respectfully **request the property be annexed into the City of Grimes**.

Property Owner(s): Marco Properties, LLC

Signature: _____ **Date:** 3/12/24
Lemar Koethe

Title: Authorized Member

****

Attachments: Exhibit A: Legal description of the property
Exhibit B: Map showing location of the property within the proposed annexation area

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Parcel ID Per Dallas County Assessor: 1201300014
Legal Per Dallas County Assessor: SW SW /EX PARCEL A & EX PARCEL 20-105 & EX PARCEL 22-171/Sec: 1Twp: 79Rng: 26

And

Parcel ID Per Dallas County Assessor: 1201300009
Legal Per Dallas County Assessor: SE SW /EX PARCEL B/Sec: 1Twp: 79Rng: 26

Exhibit B
Marco Properties, LLC
Annexation

CITY OF GRIMES

Grimes City Limits
Parcels - Polk County
Parcels_Dallas County
ParcelOwners
Marco Properties, LLC
Other Corporate Limits
City Limits

0 0.07 0.15 0.3 Miles

N
W E
S

APPLICATION FOR VOLUNTARY ANNEXATION
TO THE CITY OF GRIMES

The undersigned, Jared Johnson, the owner(s) or authorized representatives(s) of the owners(s) of all property legally described in "Exhibit A" attached hereto and by this reference made a part hereof, and as shown on the map "Exhibit B" attached hereto and by this reference made a part hereof, respectfully **request the property be annexed into the City of Grimes**.

Property Owner(s): **Park Village, LLC**

Signature: _____ **Date:** 3-12-24
Jared Johnson

Title: member

****

Attachments: Exhibit A: Legal description of the property
Exhibit B: Map showing location of the property within the proposed annexation area

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) AND THE WEST 660 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWO, TOWNSHIP SEVENTY-NINE, RANGE TWENTY-SIX (2-79-26) WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA,

EXCEPT THAT PART OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 2-79-26 WEST OF THE 5TH P.M. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH SECTION LINE, 2232.4 FEET EAST OF THE SOUTHWEST (SW) CORNER OF SAID SECTION 2. PROCEED NORTH 250.8 FEET ON A LINE PERPENDICULAR TO THE SOUTH LINE OF SECTION 2, THENCE EAST 200 FEET; THENCE SOUTH 250.8 FEET TO THE SOUTH LINE OF SECTION 2; THENCE WEST 200 FEET TO THE POINT OF BEGINNING, SUBJECT TO EXISTING ROAD RIGHT-OF-WAY ON THE SOUTH 33 FEET, CONTAINING 1.15 ACRES, MORE OR LESS, ALL NOW BEING IN AND FORMING A PART OF DALLAS COUNTY, IOWA

AND INCLUDING THAT PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWO, TOWNSHIP SEVENTY-NINE, RANGE TWENTY-SIX (2-79-26) WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST (SE) CORNER OF SAID SECTION 2, THENCE WEST ALONG THE SOUTH LINE THEREOF 1964.0 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 305.23'; THENCE EAST 244.0 ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF SAID SECTION 2; THENCE S 18°26' W 227.68'; THENCE SOUTH 89.23' TO SAID SOUTH LINE OF SECTION 2; THENCE WEST 172.0' ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING; SAID PARCEL BEING SUBJECT TO ANY EASEMENT OF RECORD FOR ROAD PURPOSES.

AND EXCEPT THAT PART OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 2-79-26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) 490.67 FEET WEST OF THE SOUTH QUARTER (S 1/4) CORNER OF SAID SECTION 2; THENCE N 90°00'W (ASSUMED FOR THE PURPOSE OF THIS DESCRIPTION ONLY), ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4), 817.37 FEET TO A POINT THAT IS 1308.03 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE N 00°25'36" E, ALONG THE WEST LINE OF SAID EAST HALF (E 1/2) SOUTHWEST QUARTER (SW 1/4), 371.0 FEET; THENCE N 89°03 'E, 814.70 FEET; THENCE S 00°00' E, 383.30 FEET TO THE POINT OF BEGINNING; CONTAINING 7.06 ACRES, MORE OR LESS, SUBJECT TO EXISTING ROAD RIGHT-OF-WAY OVER THE SOUTH 33.0 FEET THEREOF CONTAINING 0.62 ACRES, MORE OR LESS.

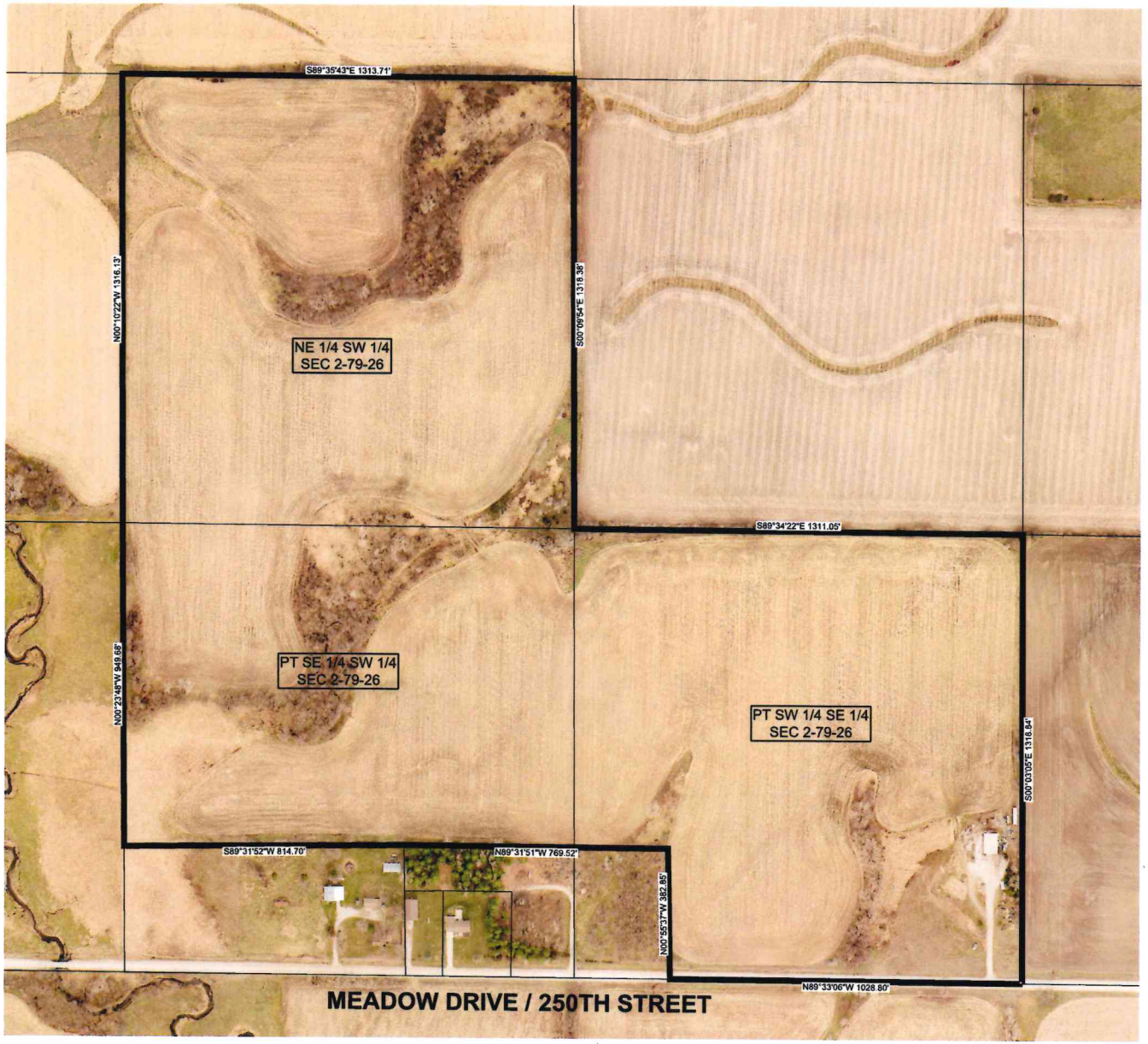
AND EXCEPT THAT PART OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 2-79-26 WEST OF THE 5TH P.M. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH SECTION LINE 2125.40 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE N 00°00' E,(ASSUMED FOR THE PURPOSE OF THESE DESCRIPTIONS ONLY), 250.80 FEET ON A LINE PERPENDICULAR TO THE SOUTH LINE OF SECTION 2; THENCE N90°00'E, 107.00 FEET; THENCE S 00°00' W. 250.80 FEET TO THE SOUTH LINE OF SECTION 2; THENCE S 90°00' W, 107.00 FEET TO THE POINT OF BEGINNING, SUBJECT TO EXISTING ROAD RIGHT-OF-WAY OVER THE SOUTH 33.0 FEET THEREOF

CONTAINING 0.62 ACRES, MORE OR LESS, ALL NOW BEING IN AND FORMING A PART OF DALLAS COUNTY, IOWA

AND EXCEPT BEGINNING AT THE SOUTH QUARTER (S 1/4) CORNER OF SECTION 2-79-26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA; THENCE S 90°00' W 183.67 FEET, THENCE N 00°00' E 250.8 FEET; THENCE S 90°00' W 307.00 FEET, THENCE N 1°20'30" W 132.50 FEET, THENCE S 89°57'51" E 769.15 FEET. THENCE S 1°20'30" E 383.3 FEET TO THE SOUTH LINE OF SECTION 2, THENCE N 89°56'30" W 279.70 FEET TO THE POINT OF BEGINNING, CONTAINING 5.00 ACRES, INCLUDING 0.35 ACRES ROAD RIGHT OF WAY.

AND

THE EAST 660 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 2, IN TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA.



ENGINEER/SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322

OWNER / REQUESTED BY

PARK VILLAGE, LLC
9500 UNIVERSITY AVENUE, SUITE 2112
WEST DES MOINES, IA 50266

NOTES

BEARINGS, DISTANCES AND AREAS SHOWN ARE FOR REFERENCE ONLY. PROPERTY TO BE FINAL PLATTED PRIOR TO DEVELOPMENT.

ANNEXATION DESCRIPTION

THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) AND THE WEST 660 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWO, TOWNSHIP SEVENTY-NINE, RANGE TWENTY-SIX (2-79-26) WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA,

EXCEPT THAT PART OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 2-79-26 WEST OF THE 5TH P.M. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH SECTION LINE, 2232.4 FEET EAST OF THE SOUTHWEST (SW) CORNER OF SAID SECTION 2, PROCEED NORTH 250.8 FEET ON A LINE PERPENDICULAR TO THE SOUTH LINE OF SECTION 2, THENCE EAST 200 FEET; THENCE SOUTH 250.8 FEET TO THE SOUTH LINE OF SECTION 2; THENCE WEST 200 FEET TO THE POINT OF BEGINNING, SUBJECT TO EXISTING ROAD RIGHT-OF-WAY ON THE SOUTH 33 FEET, CONTAINING 1.15 ACRES, MORE OR LESS, ALL NOW BEING IN AND FORMING A PART OF DALLAS COUNTY, IOWA

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AND EXCEPT THAT PART OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 2-79-26 WEST OF THE 5TH P.M. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH SECTION LINE 2125.40 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE N 00°00' E, (ASSUMED FOR THE PURPOSE OF THESE DESCRIPTIONS ONLY), 250.80 FEET ON A LINE PERPENDICULAR TO THE SOUTH LINE OF SECTION 2; THENCE N90°00'E, 107.00 FEET; THENCE S 00°00' W. 250.80 FEET TO THE SOUTH LINE OF SECTION 2; THENCE S 90°00' W, 107.00 FEET TO THE POINT OF BEGINNING, SUBJECT TO EXISTING ROAD RIGHT-OF-WAY OVER THE SOUTH 33.0 FEET THEREOF CONTAINING 0.62 ACRES, MORE OR LESS, ALL NOW BEING IN AND FORMING A PART OF DALLAS COUNTY, IOWA

AND EXCEPT BEGINNING AT THE SOUTH QUARTER (S 1/4) CORNER OF SECTION 2-79-26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA; THENCE S 90°00' W 183.67 FEET, THENCE N 00°00' E 250.8 FEET; THENCE S 90°00' W 307.00 FEET, THENCE N 1°20'30" W 132.50 FEET, THENCE S 89°57'51" E 789.15 FEET. THENCE S 1°20'30" E 383.3 FEET TO THE SOUTH LINE OF SECTION 2, THENCE N 89°56'30" W 279.70 FEET TO THE POINT OF BEGINNING, CONTAINING 5.00 ACRES, INCLUDING 0.35 ACRES ROAD RIGHT OF WAY.

AND

THE EAST 660 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 2, IN TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA.

REVISIONS	DATE
PREPARED	10/06/2022

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

CIVIL DESIGN ADVANTAGE | ENGINEER: | TECH:

NELSON PROPERTY
(PARK VILLAGE , LLC)
ANNEXATION MAP

GRIMES, IOWA

1/1

1712.663

EXHIBIT B –

PROPERTY DESCRIPTION OF TERRITORY PROPOSED TO BE ANNEXED TO THE CITY OF GRIMES, IOWA

PARCEL ID 1201400001, 1201300002 & 1201300006
THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA.
AND
THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA.
AND
THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, **EXCEPT** COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 1; THENCE SOUTH 0°00'00" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 1, A DISTANCE OF 561.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°36'21" EAST, 389.10 FEET; THENCE SOUTH 0°00'00" EAST, 430.00 FEET; THENCE SOUTH 88°36'21" WEST, 389.10 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 1; THENCE NORTH 0°00'00" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 1, A DISTANCE OF 420.00 FEET TO THE POINT OF BEGINNING.

PARCEL ID 1201400003
THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA **EXCEPT** EXISTING ROAD RIGHT OF WAY ALONG THE SOUTHERLY LINE THEREOF.

PARCEL ID 1201300010
PARCEL 'B' OF THE SURVEY OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA AS SHOWN IN BOOK 2007, PAGE 5035 IN THE OFFICE OF THE DALLAS COUNTY, IOWA RECORDER **EXCEPT** EXISTING ROAD RIGHT OF WAY ALONG THE SOUTHERLY LINE THEREOF.

PARCEL ID 1201300009
THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, **EXCEPT** PARCEL 'B' OF THE SURVEY OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA AS SHOWN IN BOOK 2007, PAGE 5035 IN THE OFFICE OF THE DALLAS COUNTY, IOWA RECORDER AND **EXCEPT** EXISTING ROAD RIGHT OF WAY ALONG THE SOUTHERLY LINE THEREOF.

PARCEL ID 1201300014
ALL THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA LYING EASTERLY OF PARCEL 20-105 OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AS SHOWN ON THE ACQUISITION PLAT ATTACHED TO THE WARRANTY DEED RECORDED IN BOOK 2021, PAGE 34753 AND CORRECTED BY THE SURVEYOR'S AFFIDAVIT RECORDED IN BOOK 2023, PAGE 284, **EXCEPT** EXISTING ROAD RIGHT OF WAY ALONG THE SOUTHERLY LINE THEREOF.

PARCEL ID 1201300012
PARCEL 20-105 OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA AS SHOWN ON THE ACQUISITION PLAT ATTACHED TO THE WARRANTY DEED RECORDED IN BOOK 2021, PAGE 34753 AND CORRECTED BY THE SURVEYOR'S AFFIDAVIT RECORDED IN BOOK 2023, PAGE 284, **EXCEPT** EXISTING ROAD RIGHT OF WAY ALONG THE SOUTHERLY LINE THEREOF.

PARCEL ID 1201300008
PARCEL 'A' OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2004, PAGE 16564.

PARCEL ID 1202400010 & 1201300013
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA **EXCEPT** EXISTING ROAD RIGHT OF WAY ALONG THE SOUTHERLY LINE THEREOF.
AND
PARCEL 22-171 OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2023, PAGE 1056, **EXCEPT** EXISTING ROAD RIGHT OF WAY ALONG THE SOUTHERLY LINE THEREOF.

PARCEL ID 1202400011, 1202400002, 1202300004 & 1202300002
THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA,
EXCEPT BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 2, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA; THENCE SOUTH 90°00' WEST, 183.67 FEET; THENCE NORTH 00°00' EAST, 250.8 FEET; THENCE SOUTH 90°00' WEST, 307.00 FEET; THENCE NORTH 1°20'30" WEST, 132.50 FEET; THENCE SOUTH 89°57'51" EAST, 769.15 FEET; THENCE SOUTH 1°20'30" EAST, 383.3 FEET TO THE SOUTH LINE OF SECTION 2; THENCE NORTH 89°56'30' WEST, 279.70 FEET TO THE POINT OF BEGINNING,
EXCEPT THAT PART OF THE EAST HALF OF SAID SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 490.67 FEET WEST OF THE SOUTH QUARTER CORNER OF SAID SECTION 2; THENCE NORTH 90°00' WEST (ASSUMED FOR THE PURPOSE OF THIS DESCRIPTION ONLY), ALONG THE SOUTH LINE OF SAID QUARTER, 817.37 FEET TO A POINT THAT IS 1308.03 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE NORTH 00°25'36" EAST, ALONG THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER, 371.0 FEET; THENCE NORTH 89°08'03" EAST, 814.70 FEET; THENCE SOUTH 00°00' EAST, 383.30 FEET TO THE POINT OF BEGINNING,
EXCEPT THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE

SOUTH SECTION LINE, 2125.40 FEET EAST OF THE SOUTHWEST CORNER OF SECTION 2, THENCE NORTH 00°00" EAST, (ASSUMED FOR THE PURPOSE OF THIS DESCRIPTION ONLY), 250.80 FEET ON A LINE PERPENDICULAR TO THE SOUTH LINE OF SECTION 2; THENCE NORTH 90°00' EAST, 107.00 FEET; THENCE SOUTH 00°00' WEST 250.80 FEET TO THE SOUTH LINE OF SECTION 2,; THENCE SOUTH 90°00' WEST, 107.00 FEET TO THE POINT OF BEGINNING,

EXCEPT THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH SECTION LINE, 2232.4 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE NORTH 250.8 FEET ON A LINE PERPENDICULAR TO THE SOUTH LINE OF SECTION 2; THENCE EAST 200 FEET; THENCE SOUTH 250.8 FEET TO THE SOUTH LINE OF SECTION 2; THENCE WEST 200 FEET TO THE POINT OF BEGINNING AND

EXCEPT EXISTING ROAD RIGHT OF WAY ALONG THE SOUTHERLY LINE THEREOF.

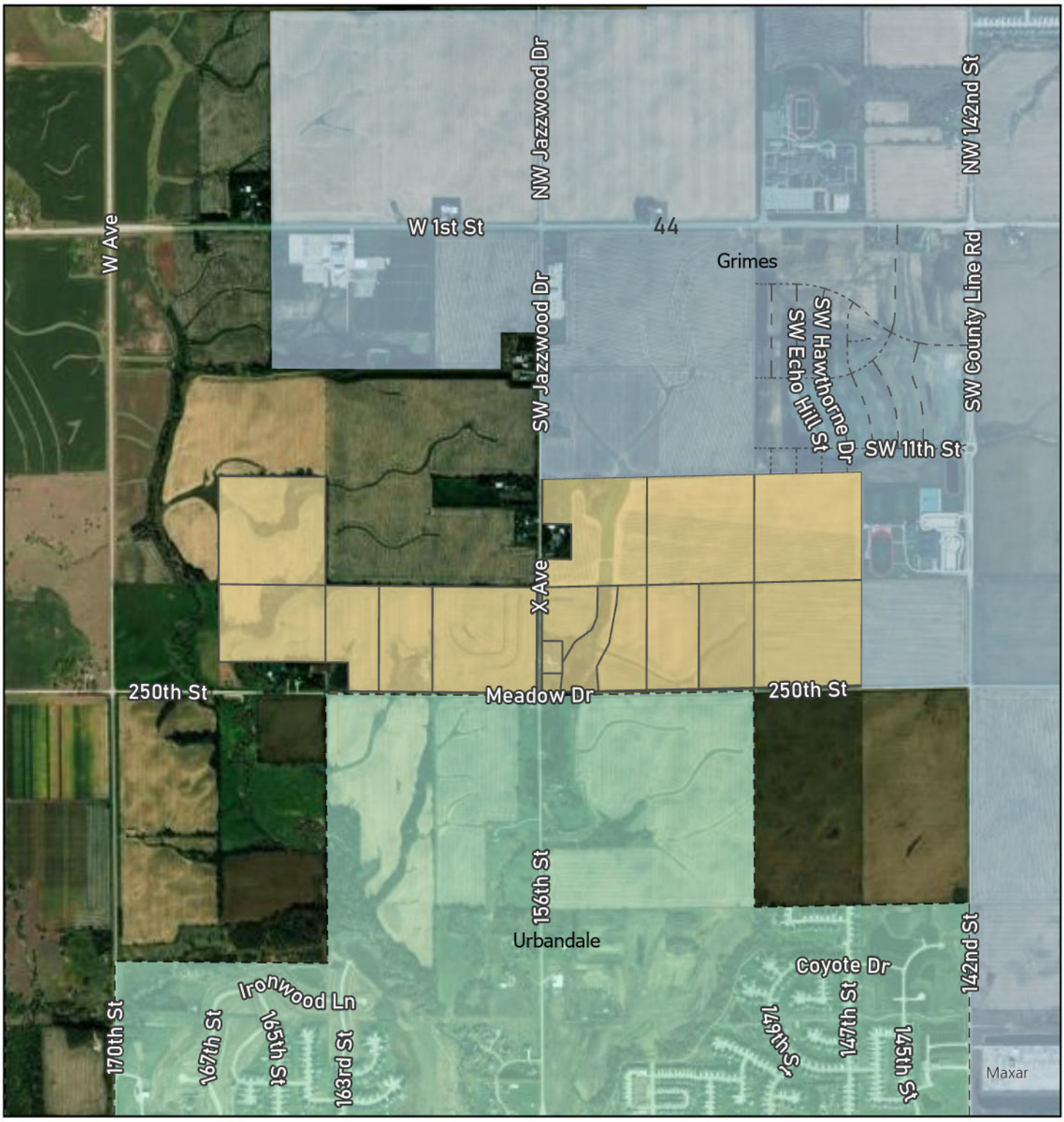
TOTAL ANNEXATION TERRITORY DESCRIBED CONTAINS 377.2 ACRES MORE OR LESS.

THE ANNEXATION TERRITORY EXTENDS TO THE CENTERLINE OF X AVENUE AND THE NORTHERLY RIGHT OF WAY LINE OF 250TH STREET. THE EASTERLY LINE OF SAID ANNEXATION TERRITORY IS ADJOINING AND COINCIDENT WITH THE CURRENT WESTERLY BOUNDARY OF THE CITY OF GRIMES.

EXHIBIT B – ENTIRE ANNEXATION AREA

Annexation Area

CITY OF GRIMES



Annexation Area

Grimes City Limits

Other Corporate Limits

0 0.4 0.8 Miles

N W E S

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Setting Public Hearing to Consider Amending the Meadows Planned Unit Development

BACKGROUND: As part of the PUD amendment, the development agreement will be amended to include requirements to regulate and allow civic uses within the multi-family land use area in the PUD. Since the Meadows PUD was established in 2021, the City has worked with the developer to obtain a lot within the Meadows PUD for the construction of a public safety center. A few standards within the development agreement will be added to accommodate the new facility including height and architectural requirements that are appropriate for civic uses.

In addition, the developer has submitted a request to remove two commercial land use areas along Highway 141 and change them to townhome land use areas. Due to the access limitations on Highway 141, residential development will be more viable in these areas compared to commercial development. Regulations to clarify buffering and building orientation for the new townhome areas have been added to the development agreement.

The developer has provided a revised PUD concept as supporting documentation for the PUD amendment request.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISION ACTIONS: N/A

STAFF RECOMMENDATION: N/A

RESPONSIBLE STAFF/CONTACT INFORMATION:
Evann Martin, Assistant Planner, 515-986-4050, emartin@grimesiowa.gov

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

RESOLUTION 03-2124 SETTING DATE OF PUBLIC HEARING TO CONSIDER AMENDING THE MEADOWS PLANNED UNIT DEVELOPMENT

Grimes Resolution No. 03-2124

WHEREAS, the City Council of Grimes, Iowa (the “City”) desires to consider certain amendments to the Meadows Planned Unit Development (PUD), which will clarify the development standards; and

WHEREAS, it is the desire of the City Council that the proposed amendments to the Meadows PUD be considered by the Grimes Planning and Zoning Commission and that such Commission file its report with the City Council prior to the time established herein for public hearing on said proposed amendments; and

WHEREAS, a public hearing upon the proposed amendments to the Meadows PUD should be held and a time and place for hearing thereon should be fixed.

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

1. That a public hearing be held by the Grimes City Council on the proposed amendments to the Zoning Ordinance, at the Grimes Community Complex 410 SE Main Street, Room 202 Grimes, Iowa, at 5:30 p.m. on April 23, 2024, at which time the City Council will consider any objections to the proposed amendments and will hear all interested persons.

2. That the Mayor and Clerk be and hereby are authorized and instructed to give Notice of said public hearing, as required by law.

3. That the Planning and Zoning Commission be and is hereby directed to consider said proposed amendments to the Zoning Ordinance and to file its report with the City Council prior to the time of said public hearing.

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

NOTICE OF PUBLIC HEARING TO CONSIDER AMENDING THE MEADOWS PLANNED UNIT DEVELOPMENT

NOTICE IS HEREBY GIVEN that the City Council of the City of Grimes, Iowa, will meet at the Grimes Community Complex, 410 SE Main Street, Room 202 in the City of Grimes, Iowa, at 5:30 p.m. on the 23rd day of April, 2024, at which time and place the City Council will hold a public hearing on amending the Meadows Planned Unit Development. Such amendment is set forth in the proposed Ordinance(s) entitled as follows:

AN ORDINANCE AMENDING THE MEADOWS PLANNED UNIT DEVELOPMENT

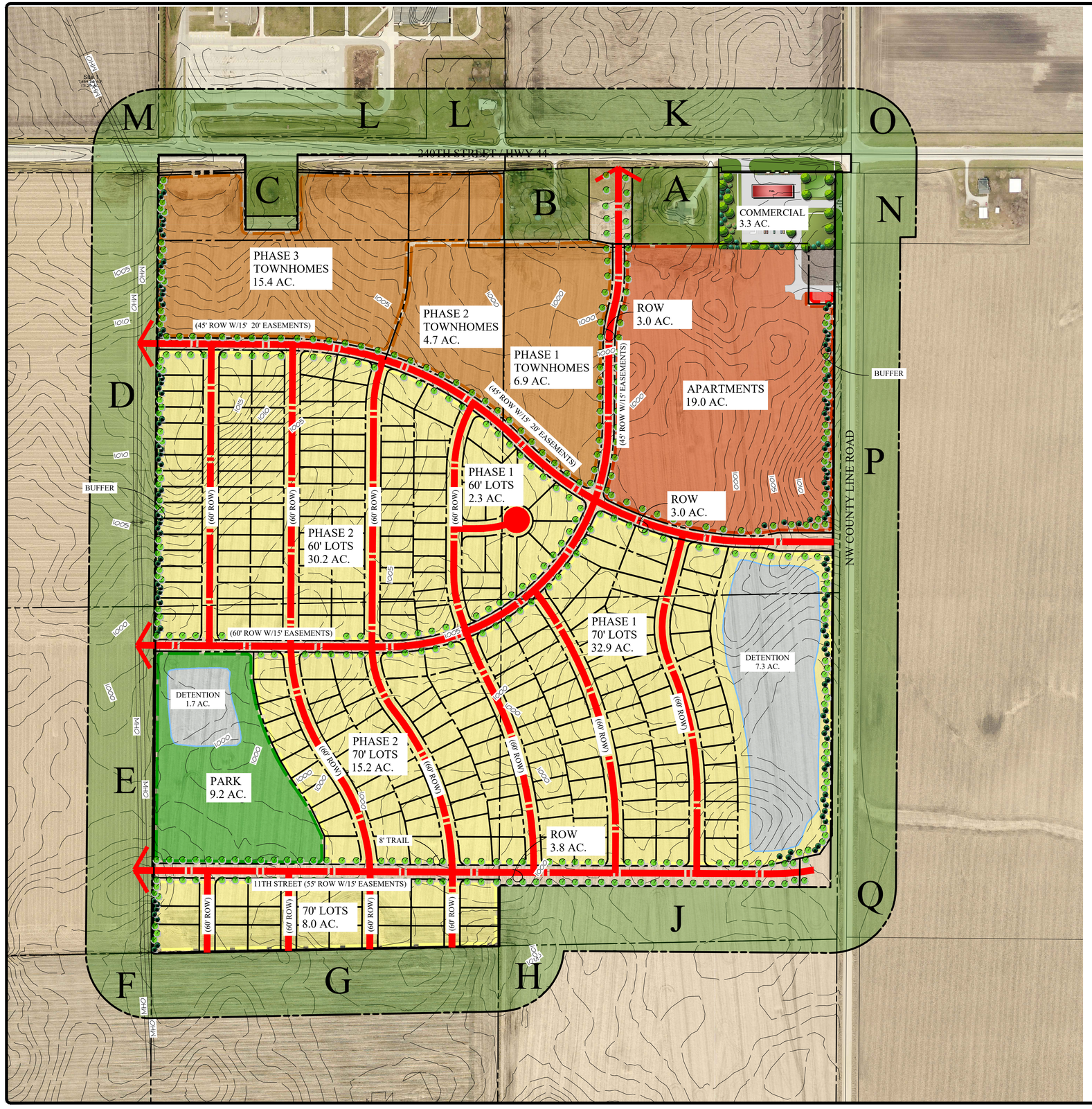
For all the particulars of the proposed amendments, see the proposed Ordinance(s) entitled as set forth above now on file at the Grimes City Hall with the City Clerk of the City of Grimes, which may be examined there. The proposed Ordinance(s) is by this reference made a part of this Notice.

All interested persons may appear at the public hearing and at such time and place the Grimes City Council will consider any objections to the proposed amendments described above and give all interested persons an opportunity to be heard. This Notice is given by order of the City Council of the City of Grimes, Iowa.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk



LEGAL DESCRIPTION:

THE NORTHEAST FRACTIONAL QUARTER (NE FR1/4) OF SECTION ONE (1), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., GRIMES, DALLAS COUNTY, IOWA, EXCEPT THE CEMETERY LOT BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT: COMMENCING 20 RODS EAST OF THE NORTHWEST CORNER THEREOF, THENCE SOUTH 14 RODS; THENCE EAST 12 RODS; THENCE NORTH 14 RODS; THENCE WEST 12 RODS TO THE PLACE OF BEGINNING, AND EXCEPT PARCEL A OF THE NE FR1/4 OF NE 1/4 IN SECTION ONE (1), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., GRIMES, DALLAS COUNTY, IOWA, AS SHOWN ON SURVEY RECORDED IN BOOK 2003 AT PAGE 21865, AND EXCEPT PARCEL "CC" OF THE NE 1/4 IN SECTION ONE (1), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., GRIMES, DALLAS COUNTY, IOWA, AS SHOWN ON SURVEY RECORDED IN BOOK 2012 AT PAGE 20906, AND EXCEPT PARCEL '18-158' OF THE SE1/4 NE1/4 OF SECTION 01, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF GRIMES, DALLAS COUNTY, IOWA, AN OFFICIAL PARCEL RECORDED IN BOOK 2019, PAGE 2521 AT THE DALLAS COUNTY RECORDER'S OFFICE, CITY OF GRIMES, DALLAS COUNTY, IOWA.

AREA

941,446 SF REZONING AREA

LEGEND

- NEIGHBORING AREAS WITHIN 250' OF REZONING
- AREA BEING REZONED TO R-2 60 SINGLE FAMILY RESIDENTIAL
- AREA BEING REZONED TO R-2 60 SINGLE FAMILY RESIDENTIAL
- AREA BEING REZONED TO R-3 MED MULTI-FAMILY RESIDENTIAL
- AREA BEING REZONED TO R-3 HIGH MULTI-FAMILY RESIDENTIAL
- AREA BEING REZONED TO C-1 COMMERCIAL

REZONING NEIGHBOR LIST

	Name of Property Owner	Property Address	Mailing Address
A	KNUDSEN, ROGER CHRISTIAN & GINA JTRS	2150 W 1ST ST	2150 W 1ST ST GRIMES IA 50111
B	STOKELY, SCOTT T & ELAINE L JTRS	2250 W 1ST ST	2250 W 1ST ST GRIMES IA 50111
C	CITY OF GRIMES, IOWA		101 NE HARVEY ST GRIMES IA 50111
D	BOHROFEN, J DENNIS		801 SW JAZZWOOD DR GRIMES IA 50111
E	BOHROFEN, J DENNIS		801 SW JAZZWOOD DR GRIMES IA 50111
F	HOPE K FARMS LLC		4500 WESTOWN PKWY STE 277 WEST DES MOINES IA 50266
G	HOPE K FARMS LLC		4500 WESTOWN PKWY STE 277 WEST DES MOINES IA 50266
H	DALLAS CENTER, GRIMES COMMUNITY SCHOOL DISTRICT	2555 W 1ST ST., GRIMES, IA 50111	
J	DALLAS CENTER, GRIMES COMMUNITY SCHOOL DISTRICT	2555 W 1ST ST., GRIMES, IA 50111	
K	ELLIS, LORRAINE E	23831 Y AVE	23831 Y AVE GRIMES, IA 50111
L	DALLAS CENTER-GRIMES COMMUNITY SCHOOL DISTRICT	2555 W 1ST ST., GRIMES, IA 50111	
M	WISE, PHYLLIS R REVOCABLE TRUST		30049 240th St., Dallas Center, IA 50063
N	MICHAEL F. & CHEREEN L. BRODERICK	14172 NW 70TH AVE.	14172 NW 70TH AVE GRIMES, IA 50111-2043
O	HOPE TIMBER LLC	14172 NW 70th Ave.	4500 WESTOWN PKWY STE 277 WEST DES MOINES IA 50266
P	VINCENT R., MICHAEL F, CHEREEN L. BRODERICK	14172 NW 70th Ave.	14172 NW 70TH AVE GRIMES, IA 50111-2043
Q	VINCENT R. & MICHAEL F. BRODERICK	14172 NW 70th Ave.	14172 NW 70TH AVE GRIMES, IA 50111-2043

SCALE: 1"=400' (11"x17")
SCALE: 1"=200' (22"x34")
0' 200' 400'

NORTH

Civil Engineering Consultants, Inc.
2400 86th Street . Unit 12 . Urbandale, Iowa 50322
515.276.4884 . mail@ceclac.com
CEC

DATE: March 14, 2024
DATE OF SURVEY: ###
DESIGNED BY: ###
DRAWN BY:

THE MEADOWS
GRIMES, IOWA
CONCEPT PLAN

SHEET — OF 1
A-2116

Q:\A-FILES\A-2100\A2116_CTD Drawings\Rezoning\A2116 REZONING.dwg, 3/14/2024 9:57:30 AM, mehill, 1:1

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Setting Date of Public Hearing to Consider Amending Provisions in Title 8 Public Ways and Properties, Title 11 Building Regulations and Title 13 Subdivision Regulations

BACKGROUND: Staff have developed an amendment to the Code of Ordinances Title 8 Public Ways and Properties, Title 11 Building Regulations and Title 13 Subdivision Regulations. A summary of the proposed changes is provided below:

Title 8 Public Way and Properties - Chapter 8-5 Trees was moved to Title 8 from Title 13. This section regulates trees on public property and is best suited to be placed within Title 8.

Title 11 Building Regulations - The City of Grimes is currently on the 2018 Code Cycle with certain local amendments. Staff have evaluated the 2021 Codes and are proposing to adopt said codes with certain local amendments and includes updates to fire sprinkler thresholds. Amendments to the Grimes Rental Code are proposed to provide clarification of requirements. In addition, regulations regarding stormwater management, erosion control and post-construction stormwater management were moved from Title 11 to Title 13.

Title 13 Subdivision Regulations - The subdivision regulations have been updated to reflect current development practices, incorporate the City's supplemental specifications for development, and coordinate the regulations with the upcoming Master Streets Plan, which is expected to be adopted at the same time as this ordinance. Stormwater management, erosion control and post-construction stormwater management regulations were moved from Title 11 to Title 13. In addition, the addressing and parkland dedication ordinances were rewritten to help the city establish consistent addressing practices and establish an adequate park system for our current and future residents.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: Yes

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

BOARD/COMMISION ACTIONS: N/A

STAFF RECOMMENDATION: N/A

RESPONSIBLE STAFF/CONTACT INFORMATION:

Evann Martin, Assistant Planner, 515-986-4050, emartin@grimesiowa.gov

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

RESOLUTION 03-2224 SETTING DATE OF PUBLIC HEARING TO CONSIDER AMENDING PROVISIONS IN TITLE 8 PUBLIC WAYS AND PROPERTIES, TITLE 11 BUILDING REGULATIONS AND TITLE 13 SUBDIVISION REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF GRIMES, IOWA REGARDING BUILDING CODE, FIRE CODE AND SUBDIVISION REGULATIONS

Grimes Resolution No. 03-2224

WHEREAS, the City Council of Grimes, Iowa (the "City") desires to consider certain amendments to Title 8 Public Ways and Properties, Title 11 Building Regulations, and Title 13 Subdivision Regulations ("the Regulations") of the City of Grimes Code of Ordinances regarding the Building Code, Fire Code, and Subdivision Regulations; and

WHEREAS, it is the desire of the City Council that the proposed amendments to the Regulations be considered by the Grimes Planning and Zoning Commission and that such Commission file its report with the City Council prior to the time established herein for public hearing on said proposed amendments; and

WHEREAS, a public hearing upon the proposed amendments to the Regulations should be held and a time and place for hearing thereon should be fixed.

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

1. That a public hearing be held by the Grimes City Council on the proposed amendments to the Regulations, at the Grimes Community Complex 410 SE Main Street, Room 202 Grimes, Iowa, at 5:30 p.m. on April 23, 2024, at which time the City Council will consider any objections to the proposed amendments and will hear all interested persons.

2. That the Mayor and Clerk be and hereby are authorized and instructed to give Notice of said public hearing, as required by law.

3. That the Planning and Zoning Commission be and is hereby directed to consider said proposed amendments to the Regulations and to file its report with the City Council prior to the time of said public hearing.

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

NOTICE OF PUBLIC HEARING TO CONSIDER AMENDING PROVISIONS IN TITLE 8 PUBLIC WAYS AND PROPERTIES, TITLE 11 BUILDING REGULATIONS, AND TITLE 13 SUBDIVISION REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF GRIMES, IOWA, REGARDING BUILDING CODE, FIRE CODE, AND SUBDIVISION REGULATIONS

NOTICE IS HEREBY GIVEN that the City Council of the City of Grimes, Iowa, will meet at the Grimes Community Complex, 410 SE Main Street, Room 202 in the City of Grimes, Iowa, at 5:30 p.m. on the 23rd day of April, 2024, at which time and place the City Council will hold a public hearing on amending the Code of Ordinances regarding regulations associated with "BUILDING CODE, FIRE CODE, AND SUBDIVISION REGULATIONS". Such amendment is set forth in the proposed Ordinance(s) entitled as follows:

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF GRIMES, IOWA, BY AMENDING TITLE 8 PUBLIC WAYS AND PROPERTIES, TITLE 11 BUILDING REGULATIONS, AND TITLE 13 SUBDIVISION REGULATIONS REGARDING REGULATIONS ASSOCIATED WITH "BUILDING CODE, FIRE CODE, AND SUBDIVISION REGULATIONS"

For all the particulars of the proposed amendments, see the proposed Ordinance(s) entitled as set forth above now on file at the Grimes City Hall with the City Clerk of the City of Grimes, which may be examined there. The proposed Ordinance(s) is by this reference made a part of this Notice.

All interested persons may appear at the public hearing and at such time and place the Grimes City Council will consider any objections to the proposed amendments described above and give all interested persons an opportunity to be heard. This Notice is given by order of the City Council of the City of Grimes, Iowa.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Resolution Setting a Time and Place for a Public Hearing on Proposed 19th Street Sewer Connection Fee District

BACKGROUND: As you are all aware, the City has retained Foth INC to develop plans for a trunk sewer that would serve 19th Street Development Area. This trunk sewer will provide immediate service to the development properties adjoining South James and 19th Street, which was recently seen an increased interest in development activity. The total service area of the sewer is approximately 541 acres of development.

With construction nearing completion, staff has anticipated since conception that this particular sewer shall be subject to a connection fee. Based upon the service area and costs, the following connection fees are recommended to be established.

19th Street Trunk Sewer Connection Fee:
Total Cost = $1,850,000
Service Area = 541 Acres
City Share: 30%
Connection Fee: $2,394.00/Acre

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/COMMISION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by: Alecia Cederdahl
Return to: Alex Pfaltzgraph

GRIMES RESOLUTION NO._____

RESOLUTION SETTING TIME AND PLACE FOR PUBLIC
HEARING ON PROPOSED 19TH STREET SEWER CONNECTION FEE DISTRICT

WHEREAS, the City of Grimes is in the process of establishing an expansion of the city's sanitary sewer system, municipal water system and stormwater drainage system, and

WHEREAS, the City of Grimes has established by ordinance a procedure and requirements for creation of individual connection fee districts for citizens to connect to this new system; and

WHEREAS, it is the desire of the Grimes City Council to hold a public hearing regarding a proposed ordinance amending the Grimes Code of Ordinance by adding an amendment to Grimes Code of Ordinance Chapter 13-3 to provide for the establishment of a new 19th Street Sewer Connection Fee District, affecting the property attached hereto as ***Exhibit A***.

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

1. That a public hearing be held by the Grimes City Council on the proposed ordinance to amend the Grimes Code of Ordinances to establish a new utility connection district entitled 19th Street Sewer Connection Fee District at the Grimes Community Complex, 410 SE Main Street, in the City of Grimes, Polk County, Iowa, at 5:30 p.m. on the 23rd day of April, 2024, at which time the City Council will consider and will hear all interested persons who wish to speak and/or provide written comment on the proposed ordinance.

2. That City Staff and the City Clerk are authorized and instructed to give all notices of said public hearing as required by law.

PASSED AND APPROVED this _____ day of March, 2024.

By_____
Scott Mikkelsen, Mayor

Attest:

By_____
Rochelle Williams, City Clerk

EXHIBIT A
PROPERTY DESCRIPTION:

A PARCEL OF LAND LOCATED IN SECTION 5, 6, 7, AND 8 OF TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN POLK COUNTY, IOWA
GRIMES, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER SECTION 6, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE EASTERLY ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ TO THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 6; THENCE NORTHERLY ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ TO THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 6; THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 6; THENCE NORTHERLY ALONG THE EAST LINE OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ TO THE NORTHEAST CORNER OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 6 ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 6; THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 6 TO THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 6; THENCE NORTHERLY ALONG THE WEST LINE OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 6 TO THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 6; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 6 TO THE EAST CORNER OF SAID SECTION 6; THENCE SOUTHERLY ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SECTION 6 TO THE NORTHWEST CORNER LOT 1 OF THE SOUTH JAMES PLAT AS RECORDED IN BOOK 18533 PAGE 353; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF LOT 1 ALSO BEING THE WEST RIGHT-OF-WAY OF THE NORFOLK SOUTHERN RAILWAY; THENCE SOUTHERLY ALONG SAID RAILROAD WEST RIGHT-OF-WAY TO THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE EASTERLY ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 5 TO THE SOUTH CORNER OF SAID SECTION 5 ALSO BEING THE NORTH CORNER OF SECTION 8, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 8; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST ¼ OF SAID SECTION 8 TO THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 8; THENCE SOUTHERLY ALONG THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 8 TO THE WEST CORNER OF SAID SECTION 8 ALSO BEING THE EAST CORNER OF SAID SECTION 7; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTHEAST ¼ OF SECTION 7 TO THE CENTER OF SAID SECTION 7; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF SECTION 7 TO THE WEST CORNER OF SAID SECTION 7; THENCE NORTHERLY ALONG THE WEST LINE OF THE NORTHWEST ¼ OF SECTION 7 TO THE NORTHWEST CORNER OF SAID SECTION 7 ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 6 AND ALSO BEING THE POINT OF BEGINNING.

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Agreement Regarding Sidewalk Construction for Lot 7 Gateway Business Park

BACKGROUND: The site plan for 2900 SE Gateway Drive identifies the required construction of a sidewalk along the west side of SE Gateway Drive. Due to the lack of existing sidewalk along SE Gateway Drive, staff have concluded that delaying the construction of the sidewalk is acceptable until the sidewalk network is established. Staff have developed the attached Agreement Regarding Sidewalk Construction identifying that the property owner will construct the sidewalk at their own cost upon notification from the City.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISION ACTIONS: N/A

STAFF RECOMMENDATION: Staff recommends approval of the Resolution.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Evann Martin, Assistant Planner, 515-986-4050, emartin@grimesiowa.gov

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

RESOLUTION 03-2424 APPROVING AGREEMENT REGARDING SIDEWALK CONSTRUCTION FOR LOT 7 GATEWAY BUSINESS PARK

Grimes Resolution No. 03-2424

WHEREAS, Property Owner has previously submitted to Grimes, for its consideration, and Grimes has approved a site plan for the construction of site improvements located at 2900 SE Gateway Drive on Lot 7 of Gateway Business Park, City of Grimes, Polk County, Iowa (the "Project"); and,

WHEREAS, the Project identified the construction of a 5' sidewalk adjacent to the west side of SE Gateway Drive (the "Improvements"); and,

WHEREAS, due to the lack of existing sidewalk network along SE Gateway Drive, the Property Owner does not wish to install the Improvements at this time; and,

WHEREAS, Grimes agrees that the delayed installation of the Improvements will allow for a more efficient future construction process; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa: That the City approves the Agreement Regarding Sidewalk Construction for Lot 7 Gateway Business Park.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized and directed to execute and attest to the Agreement and file the Agreement with the Polk County Recorder.

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

WHEN RECORDED RETURN TO:
Rochelle Williams
Grimes City Clerk
101 NE Harvey Street
Grimes, Iowa 50111

AGREEMENT REGARDING SIDEWALK CONSTRUCTION FOR LOT 7 GATEWAY BUSINESS PARK

This Agreement Regarding Sidewalk Construction ("Agreement") made and entered into this 12 day of March 2024, by and between Todd A. Bartusek ("Developer") and the City of Grimes, Iowa, an Iowa municipal corporation ("Grimes").

WHEREAS, Developer has plans to develop property legally described on Exhibit A, attached hereto and incorporated herein by this reference (the "Property"), which is located within the City of Grimes; and

WHEREAS, Property Owner has previously submitted to Grimes, for its consideration, and Grimes has approved a site plan for the construction of a parking lot addition generally located at 2900 SE Gateway Drive, Grimes, Iowa, Polk Iowa (the "Project"); and

WHEREAS, the Project identified the construction of a 5' sidewalk adjacent to the west side of SE Gateway Drive as shown in Exhibit A (the "Improvements"); and

WHEREAS, due to the lack of existing sidewalk network along SE Gateway Drive, the Developer does not wish to install the Improvements at this time; and

WHEREAS, Grimes agrees that the delayed installation of the Improvements will allow for a more efficient future construction process.

NOW, THEREFORE, for and in consideration of Grimes granting approval for the Project and in further consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

1. The Developer or future property owner agrees to construct the sidewalk at their own cost in accordance to the approved site plan and attached Exhibit A.
2. The construction of the sidewalk along SE Gateway Drive shall occur by the Developer or future property owner within 60 days following written notice by the City of Grimes.
3. This Agreement shall be recorded with the Polk County Recorder.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year above-written.

Signed this 12 day of March, 2024.

Todd A. Bartusek, Developer

By _____

Name Todd A. Bartusek

Title Owner

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 12th day of March, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Todd A Bartusek, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.

_____
Notary Public in and for the
State of Iowa

My Commission expires 5/3/2025

NOTARIAL SEAL IOWA
ELVEDINA IBRAHIMOVIC
Commission No. 778308
My Comm. Expires 05/03/2025

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

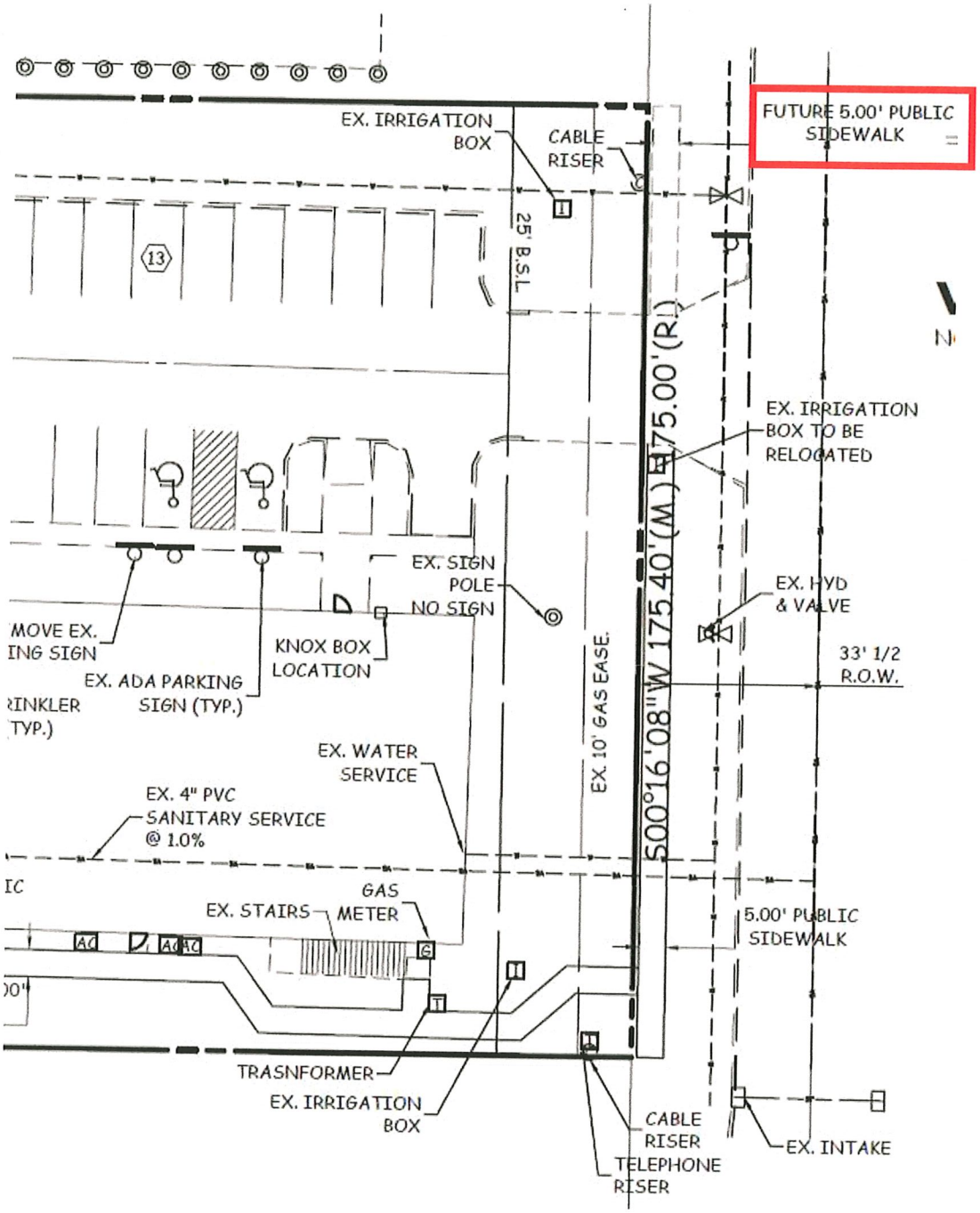
On this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City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

_____
Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

LOT 7 GATEWAY BUSINESS PARK, AN OFFICIAL PLAT OF THE CITY OF GRIMES, POLK COUNTY, IOWA.



CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: GrimesPlex – Site Plan Services – Civil Design Advantage, LLC Professional Services Agreement Amendment #3

BACKGROUND: The City of Grimes has identified the need for engineering services to design and construct batting cages and bullpens at the GrimesPlex. The project will be a continuation of improvements at the GrimesPlex and will be beneficial to the baseball and softball activities occurring at the facility. The timing is important to make sure the improvements are constructed in a timely manner before the summer sports season is too far underway.

The staff selected Civil Design Advantage, LLC because of their familiarity with the GrimesPlex and GrimesPlex Buildings projects.

BUDGETARY CONSIDERATIONS: The total additional fee proposed for the engineering services is a not to exceed amount of $79,050 based off hourly rates and fixed expenses. This project will be funded through the GrimesPlex funding source.

STRATEGIC PLANNING:
Prioritized: __X__YES ____NO

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

BOARD/COMMISION ACTIONS: None

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

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

Prepared by: Aaron Jarosh
Return to: Matt Ahrens

RESOLUTION 03-2524 TO AMEND CONTRACT FOR PROFESSIONAL SERVICES WITH CIVIL DESIGN ADVANTAGE, LLC FOR THE GRIMESPLEX -SITE PLAN SERVICES

Grimes Resolution No. 03-2524

WHEREAS, the City of Grimes (Grimes) entered into a Professional Services Agreement (PSA) with Civil Design Advantage, LLC (CDA) for consulting services for the GrimesPlex – Site Plan Services; and,

WHEREAS, it was determined that there was a need for additional services to be added to the PSA consisting of design, bidding services, construction administration, construction staking, construction observation, and graphic design for the addition of batting cages and bullpens to the GrimesPlex; and

WHEREAS, CDA has proposed the attached PSA Amendment that has a scope of work to be supplied by CDA and compensation to be paid by Grimes for their additional consulting services related to the GrimesPlex; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the PSA Amendment with CDA 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 26th day of March, 2024, and approved by the Mayor on the 26th day of March, 2024.

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

Civil Design Advantage LLC

4121 NW Urbandale Drive
Urbandale, Iowa 50322
Phone 515-369-4400
Fax 515-369-4410
www.cda-eng.com

Professional Services Agreement Amendment

Project Name: **Grimes Plex**

Client:	City of Grimes	PSA Amendment Number:	3
Finance Budget Code:	367-470-6407	Date of Amendment:	February 21, 2024
Original Contract Date:	March 22, 2022	CDA Project Number:	2202.086
Vendor #:	1243	CDA Project Manager:	Keith Weggen

CHANGE	TERMS	DESCRIPTION OF SERVICES	FEES
ADD	HOURLY	Task 26 – Construction Drawings – Batting Cages & Bullpens	$30,150
ADD	HOURLY	Task 27 – Front End Contract Docs – Batting Cages & Bullpens	$2,850
ADD	HOURLY	Task 28 – Bidding Services – Batting Cages & Bullpens	$2,200
ADD	HOURLY	Task 29 – Bid Letting Services – Batting Cages & Bullpens	$1,350
ADD	HOURLY	Task 30 – Preconstruction Meeting – Batting Cages & Bullpens	$1,900
ADD	HOURLY	Task 31 – Construction Staking – Batting Cages & Bullpens	$7,200
ADD	HOURLY	Task 32 – Construction Administration – Batting Cages & Bullpens	$13,500
ADD	HOURLY	Task 33 – Construction Observation – Batting Cages & Bullpens	$13,900
ADD	HOURLY	Task 34 – Graphics & Miscellaneous Assistance	$6,000
		TOTAL INCREASE (NTE)	$79,050

Civil Design Advantage	City of Grimes
ENGINEER	**OWNER**
BY *(Signature)*	**BY** *(Signature)*
Keith Weggen	
(Typed Name)	*(Typed Name)*
February 21, 2024	
DATE	**DATE**

1. This is not an invoice. An invoice will be mailed during the next normal invoicing process.
2. Each Task scope description is provided on Attachment #1
3. All ADD Tasks will be invoiced at Civil Design Advantage's 2023-24 Fee Schedule as shown on Attachment #2.
4. The current Professional Services Agreement Total Compensation (Not To Exceed – NTE) shall be increased by the total increase listed above.
5. The remaining terms and conditions of the existing Professional Services Agreement shall apply to this amendment and remain in full force and effect.

ATTACHMENT #1

Civil Design Advantage (CDA or CONSULTANT) will provide the following additional Scope of Services as listed on the Grimes Plex PSA Amendment #3. Design, Bidding and Construction Services Scope for the Batting Cages and Bullpens Bid Package as outlined below shall commence on or after February 13, 2024, and be substantially completed by July 31, 2024, and fully completed by September 30, 2024. If changes are made to this schedule, the Consultant shall submit changes to the Owner for approval.

Task 26 – Construction Drawings – Batting Cages & Bullpens

The CONSULTANT shall prepare Construction Drawings for 19 batting cages and 36 bullpens at the Grimes Plex facility. The plans will show the proposed pavement, fencing, synthetic turf and other details within the construction limits. The task includes preparation of Preliminary, Check and Final Plan submittals. CONSULTANT will revise the Construction Drawings once review comments are received from the CITY after both Preliminary and Check Plan submittals. Construction drawings will include:

- Cover Sheet
  The Cover Sheet will identify general project information such as Bulk Regulations, sheet index, submittal requirements, etc.
- Plan Notes and Details
  Plan Notes and Details will include general notes and construction details.
- Survey and Site Demolition Plan
  The Survey and Site Demolition Plan will identify property boundary and existing easements as well as removal items such as pavement at access locations, vegetation, and fencing. This proposal excludes any environmental due diligence for the demolition.
- Dimension Plan
  The Dimension Plan will illustrate setback requirements, access locations, building location and orientation (building floor plan/footprint shall be provided by CITY in AutoCAD compatible format), signage location (signage location and size shall be provided by CITY), parking accommodations, sidewalks, and drives. Suitable dimensioning will be added to correctly locate the proposed features.
- Grading Plan
  The Grading Plan will show the direction of storm water drainage and establish the pavement grades. The Grading Plan will also illustrate any retaining walls, if required, show spot elevations, and illustrate proposed contours at 1’ intervals. Actual retaining wall design, if required, shall be by others.
- Utility Plan
  The Utility Plan will propose new private water, sanitary sewer, and storm sewer to serve the proposed improvements (CITY shall provide plumbing utility sizes and locations needed to connect to building services). CONSULTANT has assumed adequate public water, sanitary, and storm sewer utilities are readily available and adjacent to the site to serve this project and no off-site utility extensions will be needed.
- Landscape Plan
  Landscape Plan shall meet the CITY minimum requirements (trees, shrubs, and turf). Enhanced landscape design (including hardscape design or other) shall be considered an additional service.

The CONSULTANT shall coordinate with any planned development of adjacent properties to the roadway corridor for utility services, driveways, streets, etc. Preliminary plans, check plans, and final plans shall be prepared and submitted to the CITY to support the intended letting schedule for the project.

The CONSULTANT shall prepare a statement of the total estimated construction costs for the project based on the designs developed. Estimated construction costs shall be prepared for the preliminary, check, and final design plan turn-ins. The estimates shall be based on engineering judgment and do not represent a guarantee of the actual construction costs.

Task 27 – Front End Contract Documents – Batting Cages and Bullpens

The CONSULTANT shall prepare front end contract documents (project manual) utilizing the CITY's template for use in the bidding process. Front end contract documents shall utilize CITY provided contract, instructions, bond, supplementals and any special requirements. Technical specifications shall reference Standard Urban Design Specifications (SUDAS). The CONSULTANT shall also provide supplemental technical specifications for items concerning field surfacing and construction to be incorporated into the project manual.

Task 28 – Bidding Services – Batting Cages & Bullpens

The CONSULTANT shall provide services for the public bidding of the proposed improvements. This shall include plan distribution utilizing QuestCDN, preparation of a plan holder's list, and preparation of any necessary addendums. The CONSULTANT is aware that any plan deposits shall be fully refundable upon return of any plans distributed to contractors.

Task 29 – Bid Letting Services – Batting Cages & Bullpens

The CONSULTANT shall attend one public bid letting for the project. Once bids are open, the CONSULTANT will confirm the as-bid prices, prepare a bid tabulation, prepare contract documents, and recommend award of contract to the Owner.

Task 30 – Preconstruction Meeting

Prior to the contractor beginning work, the CONSULTANT shall conduct a preconstruction meeting to be attended by the City, Consultant, Sub-consultant, Contractors, Subcontractors, and other affected entities. The CONSULTANT shall attend one pre-construction meeting on behalf of the CITY.

Task 31 – Construction Staking

The CONSULTANT shall provide staking to support the construction of the improvements. Stakes shall be established in the field to construct the roadway/utility improvements. Stakes shall be provided to locate site features, public streets, structures, curb cuts, and other design elements. The Consultant shall also provide limited stakes to assist franchise utility companies with existing utility relocates and stake temporary construction easements. The CONSULTANT shall work with the prime contractor to provide stakes in a timely fashion. Any staking that is destroyed due to construction and needs to be replaced, will be at the Contractor's expense. Construction staking only includes areas that are final designed.

Task 32 – Construction Administration

The CONSULTANT shall make periodic visits to the site to observe, as an experienced and qualified design professional, the progress and quality of executed work, and to determine if the work is proceeding in accordance with the contract documents. The CONSULTANT shall notify the CITY of any work which does not comply with the contract documents, make recommendations to the Owner for the correction of non-conforming work, and at the request of the CITY, that those recommendations are implemented by the Contractor.

The CONSULTANT shall review shop drawings, material submittals and other submissions of the contractor for general compliance with the construction contract.

The CONSULTANT shall attend construction meetings conducted by the Contractor on a bi-weekly basis (every other week) during construction.

The CONSULTANT shall prepare and make recommendations on change orders and claims of the Contractor for extra time and/or compensation. The CONSULTANT shall also prepare and approve progress schedules, pay estimates, final quantities, and the final payment to the Contractor. The CONSULTANT shall conduct a walk-through to determine if the project is substantially complete, prepare a punch list of uncompleted items for the contractor, determine that the punch list items have been resolved and if final acceptance of the project can be recommended to the City along with approval for the final payment to the Contractor.

Task 33 – Construction Observation – Batting Cages and Bullpens

The CONSULTANT shall provide at least one part-time observer at the construction site to (1) monitor the contractor's progress, and (2) determine if the results comply with the drawings and specifications. The observation shall be limited to the Grimes Plex – Batting Cages and Bullpens project only. Any materials testing (density testing, concrete testing, etc.) shall be a requirement of the contractor. The CONSULTANT shall attend bi-weekly (every other week) construction meetings to inform the CITY and other interested parties of the progress of the work (if required). Observation time assumes 12 weeks of construction at 12 hours per week.

Task 34 – Graphis & Miscellaneous Assistance

The CONSULTANT shall prepare digital graphics for various signage, mapping, and wayfinding at the Grimes Plex. Graphics may include items such as overall field mapping, monument signage exhibits, way finding panels, etc.

Additional Services

The following is a list of services not included in the current scope of services or compensation. This list is provided to further define the agreement scope. The list includes, but is not limited to:

- Phase 2 Environmental Site Assessment Services
- Wetland Delineation and Mitigation Services
- Revisions/Monitoring of the Storm Water Pollution Prevention Plan (SWPPP)
- Subdivision Platting
- Separate Site Plan Preparation (impacts to adjacent sites are included in basic services and will be shown in roadway construction drawings)
- Traffic Studies
- Submittal/Permitting Fees
- Structural Engineering
- Technical Specification Preparation beyond traffic signal special provisions (Refer to SUDAS)
- Franchise Utility Design
- Easement Document Preparation (outside of site)
- Relocation Assistance
- Building Inspection
- Materials Testing
- Compaction Testing

ATTACHMENT #2

Standard Fee Schedule
2023-2024
Civil Design Advantage, LLC

Classification	Billing Rate		Unit
Principal / Senior Engineer	$205	/	hour
Principal / Senior Land Surveyor	$205	/	hour
Senior Engineer	$196	/	hour
Engineer 8	$179	/	hour
Engineer 7	$167	/	hour
Engineer 6	$154	/	hour
Engineer 5	$143	/	hour
Engineer 4	$131	/	hour
Engineer 3	$118	/	hour
Engineer 2	$106	/	hour
Engineer 1	$98	/	hour
Senior Technician	$152	/	hour
Technician 8	$139	/	hour
Technician 7	$129	/	hour
Technician 6	$117	/	hour
Technician 5	$108	/	hour
Technician 4	$97	/	hour
Technician 3	$84	/	hour
Technician 2	$73	/	hour
Technician 1	$60	/	hour
Senior Project Manager	$191	/	hour
Project Manager 8	$177	/	hour
Project Manager 7	$161	/	hour
Project Manager 6	$152	/	hour
Project Manager 5	$144	/	hour
Project Manager 4	$134	/	hour
Administrative 3	$95	/	hour
Administrative 2	$74	/	hour
Administrative 1	$50	/	hour
Mileage	Current IRS Rate	/	mile
Plots (Black & White)	$1.75	/	sheet
Plots (Color)	$35	/	sheet
Mylar Plots	$15	/	sheet
Copies (Black & White)	$0.10	/	page
Copies (Color)	$0.75	/	page

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Resolution to Approve Horticulture Maintenance Contract

BACKGROUND: The City of Grimes Public Works Department requested bids on March 19, 2024 to provide Horticulture Maintenance within the City of Grimes. Perficut Companies, LLC is fully qualified to meet the terms of the agreement. Staff is comfortable moving forward with the accepting the bid and awarding the contract for Horticulture Maintenance to Perficut Companies, LLC.

BUDGETARY CONSIDERATIONS: These services will be paid for out of budgeted funds

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 __X__

BOARD/COMMISION ACTIONS:

STAFF RECOMMENDATION: Staff Recommends Approval

RESPONSIBLE STAFF/CONTACT INFORMATION:
Kevin Hensley, Public Works Director, 515-986-9636, khensley@grimesiowa.gov

Prepared by: JB
Return to: KH

RESOLUTION TO APPROVE HORTICULTURE MAINTENANCE CONTRACT

Grimes Resolution No. 03-2624

WHEREAS, the Public Works Department requested bids from several businesses for Horticulture Maintenance; and,

WHEREAS, Two bids were submitted; 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 bidding process meet those policy requirements; and;

WHEREAS, Perficut Companies, LLC provided the most advantageous pricing. Staff believes that they will provide exceptional services;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Public Works Director is authorized to enter into an agreement with Perficut Companies, LLC to provide Horticulture Maintenance as described in the attached Request for Bid.

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

CITY OF GRIMES
DEPARTMENT OF PUBLIC WORKS

REQUEST FOR BID
HORTICULTURE MAINTENANCE

Sealed bids will be received by the City of Grimes, Iowa on or before 2:00 p.m., local time, on Tuesday, March 19,2024, for the following:

Bid Item: Horticulture Maintenance

Bidders shall submit their bids in a sealed envelope, plainly marked **"Bid for Horticulture Maintenance"** and deliver to:

Office of the City Clerk
City of Grimes
101 NE Harvey St.
Grimes, Iowa 50111

Bid Documents may be secured at the Department of Public Works, 1700 SE Destination Dr., Grimes, Iowa, or by contacting Jeremy Thayer, Field Operations Superintendent, at (515) 986-9636.

Unit price shall be final and the City reserves the right to accept or reject any or all bids and waive irregularities and technicalities as determined to be in the best interest of said City.

Published in the Des Moines Register Monday March 11, 2024

CITY OF GRIMES
DEPARTMENT OF PUBLIC WORKS

REQUEST FOR BID
HORTICULTURE MAINTENANCE

The City of Grimes, Iowa, solicits interested contractors to submit bids for Horticulture Maintenance for the City of Grimes.

Submittals marked **"Bid for Horticulture Maintenance"** will be received no later than 2:00 p.m., local time, on **Tuesday, March 19, 2024,** at:

Office of the City Clerk
City of Grimes
101 NE Harvey St.
Grimes, Iowa 50111

Mark outside of sealed envelope with subject, **"Bid for Horticulture Maintenance"**.

Bids received after the announced time and date of receipt, by mail or otherwise, will be returned unopened. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the bidder. Nothing herein is intended to exclude any responsible Contractor or in any way restrain or restrict competition. The City of Grimes will award the qualified bidder obtaining the highest score combining price and technical qualifications.

Any bid submitted MUST be signed by an individual authorized to bind the bidder. All bids submitted without such signature will be deemed non-responsive and will not be accepted.

If you desire not to submit a bid, please forward your acknowledgment of NO BID SUBMITTED to the above address.

Bid Documents may be secured at the Department of Public Works, 1700 SE Destination Dr., Grimes, Iowa, or by contacting Jeremy Thayer, Field Operations Superintendent, at (515) 986-9636.

SPECIFICATIONS

HORTICULTURE MAINTENANCE

CITY OF GRIMES

I. STATEMENT OF PROJECT

A. The intent and purpose of this Request for Bid is to establish a contract to provide Horticulture Maintenance at various City facilities and sites. Maps are attached that show specific locations and details.

B. The Contractor shall furnish all labor, equipment, materials, and products needed to manage and maintain trees, landscape beds, and planters as outlined in the detailed specifications on the attached bid sheet.

C. The City will have sole discretion selecting the Contractor. All responsive information submitted in the Request for Bid will be evaluated and considered. The City reserves the right to select the Contractor whom the City believes will perform best pursuant to the terms and conditions of this Request for Bid. Cost is one of the multiple factors the City will consider in selecting the Contractor. Other factors that will be considered include but are not limited to past comparable experience, references, equipment, and any other relevant consideration the City believes will affect the Contractor's ability to perform in accordance with the terms and conditions in this Agreement.

II. SCOPE OF WORK

I. LANDSCAPE BED MAINTENANCE

A. From April 1st through November 1st, a weekly summary of activities, including herbicide application sheets and an accounting of hours devoted to each maintenance task will be provided to designated City representative.

B. All chemical applications must be applied by a valid, licenses and/or certified State of Iowa pesticide applicator of the applicable category. Documentation of all chemical applications shall be provided to the City upon request and annually.

C. Spring Cleanup *(February 15-April 1)*: Cut back all ornamental grasses and perennials according to individual plant requirements and as instructed by the designated city representative. Remove and legally dispose of all litter and debris.

D. Spring Pre-Emergent Application: Prior to performing mulch maintenance and before any weed growth (around April 1st or once soil temperature hits 50 degrees Fahrenheit), loosen mulch prior to applying granular Snapshot 2.5 TG or City-approved equivalent herbicide at a rate specified by the manufacturer. All applications must follow label instructions to ensure desired results are achieved.

E. Mulch Maintenance: Edge all beds to maintain their desired shape. Maintain a mulch depth of 3 inches using a hardwood mulch.

F. Post-Emergent Weed Control: Maintain weed-free conditions in all landscape beds by hand pulling. In the case of yellow nutsedge, control MUST be performed with City-approved herbicide at labeled rates before the nutsedge exceeds a height of 5 inches.

G. Perennial Replacement: Replace dead or missing perennial plant(s) as requested by City; water the replacement plant until established. This shall include a 1-year plant replacement guarantee, and a 1 gallon container. Current species list is available upon request.

H. Deadheading: Deadhead all vegetation that would benefit from the technique, respective to individual plant requirements.

I. Fall Cleanup *(October 15-December 1)*: As directed by City designated representative, cut back all diseased, damaged, or unsightly plant material. This includes cutting Salvia to the ground just above foliage. DO NOT CUT any ornamental grasses or other specified plant material.

J. Tree Maintenance *(In Landscape Scope Only)*:

   i Mulch Maintenance – Maintain mulch at an even 4-inch depth around each tree to a minimum 3 foot diameter circle using hardwood mulch, placed according to City specifications, or as site needs dictate. Mulch must be no deeper than one (1) inch at the base of the tree's trunk. All tree mulch maintenance will be completed by May 1.

   ii Sucker Removal – Remove all suckers and water sprouts from base of trees and tree trunks as necessary.

   iii Notify the City designated representative of any low hanging or broken tree or shrub branches that require removal.

K. Litter/Trash Removal: Maintain litter/trash-free conditions of all landscape beds through October 31.

L. Plant material which dies through the fault or neglect of the Contractor, or due to preventable circumstances, shall be replaced with a specimen of the same species or variety and of equal or similar size as the plant lost, at no cost to the City. This must be coordinated with City personnel.

II. FACILITIES MAINTENANCE

A. List of facilities to conduct landscape and plant maintenance:

   a. Splash Pad, Old Library, and 1st & James
   b. Downtown and Grimes Community Complex
   c. Sunny Hill Cemetery
   d. Kennybrooke Park
   e. New Library
   f. GrimesPlex
   g. Heritage Park
   h. NE Beaverbrooke Blvd
   i. E 1st Street

j. SW County Line Rd. Roundabout

B. Contractor is responsible for inspecting planters to ensure they remain vibrant throughout the growing season. This includes but is not limited to:

- Removal of broken, unsightly, or damaged foliage
- Deadheading plants capable of re-blooming or overgrowth
- Pruning trailing plants one foot off the ground
- Removing trash from planters
- Remaining vigilant for signs of neglect and under/overwatering
- If any missing/stolen plants are observed, notify the city at the time of inspection

III. PERFORMANCE REQUIREMENTS

A. **Personnel.** The Contractor shall provide the City designated representative with the name, address, e-mail address and telephone number(s) for at least two designated contact persons responsible for insuring response to the City's request for services. Personnel applying pesticides and fertilizers shall be licensed as required by the State of Iowa.

B. **Notification.** The City designated representative shall be notified by e-mail or phone a minimum of 24 hours in advance of any work being performed by the Contractor.

C. **Response Time.** Although the majority of maintenance shall be done on a regular basis according to the detailed specifications, maintenance may occasionally be needed on an "as-needed" basis. In these cases, the Contractor shall respond within 24 hours after a request for maintenance is made by the City designated representative unless stated otherwise in the specifications.

D. **Records.** The Contractor shall maintain all maintenance records including time/date of maintenance, name and quantity of any products used, and any other pertinent information. A copy of these records shall be provided at the City designated representative's request. All records of chemical and fertilizer applications shall be provided to the City of Grimes Public Works Department within 24 hours following each application. Information contained in chemical and fertilizer application records shall be in accordance with State of Iowa requirements. Chemical and fertilizer application different from those specified may be considered but must have prior written approval from the City designated representative.

E. **Authority/Direction.** The Contractor and their designated personnel shall respond to requests given by the City in a positive, courteous, and timely manner. The City reserves the right to reject any piece of equipment or personnel from continued or further engagement of services due to incompetence or inability of equipment to function properly for the requested services.

F. **Property Damage.** The Contractor shall be responsible for any and all damage to private and public property (including public utilities) while performing services. Any damages caused by the Contractor shall be repaired to new or better condition as soon as practicable. The City has the option to withhold payment until proper repair or cleanup has been made.

G. **Traffic Control**. Due to the nature of the median locations, traffic control and the safety of contractor and city personnel, pedestrians and motorists is of the utmost importance. All access to medians shall be from street turn lanes, not from through/travel lanes, whenever possible. Equipment shall be entirely within the turn lane and out of the through/travel lane.

If work needs to occur that requires parking and blocking a traffic lane of a city street, the Contractor shall follow City of Grimes Public Works Department written procedures for a lane closures. All traffic control procedures shall comply with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways. All temporary traffic control provisions shall be furnished, erected, maintained, and removed at the conclusion of the work activity by the Contractor. During work activities that require blocking a lane of travel by contractor vehicles or equipment, all other contractor vehicles or contractor private vehicles must be parked in City designated parking areas or parking lots, and parking of these vehicles in the right-of way in no parking areas and/or on closed streets will not be allowed.

IV. PAYMENT

Contractor will be paid on a monthly basis in arrears. Invoices must contain the contract number and detail on services provided. All work being billed shall be referenced on invoices according to the tasks listed on the attached bid sheet. Invoices shall be sent to:

City of Grimes Finance Director
Accounts Payable
101 NE Harvey St
Grimes, IA 50111
accountspayable@grimesiowa.gov

V. CONTRACTOR'S PERSONNEL AND EQUIPMENT

A. Any Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted in City facilities or property.

B. No loud or boisterous conduct that disturbs the peace will be permitted by Contractor employees.

C. All Contractor personnel will have governmental issued identification. Accepted forms of identification shall be a valid state issued driver's license, or state issued identification.

D. All equipment must be OSHA certified and/or meet all OSHA requirements. The Contractor must provide its own materials, equipment, chemicals, transportation, miscellaneous supplies, tools, personal protective equipment, ladders, scaffolding, power equipment, vehicles, etc., as needed to safely perform the requested repair services.

VI. LENGTH OF AGREEMENT

A. Contract Term. The initial term of this contract shall be effective for the period of two (2) years from the date of execution. The City reserves the right to elect to request renew this contract on an annual basis prior to the second year pursuant to the same terms and conditions as set forth in the resulting contract, but with the increase in payments provided in this section Any annual renewal of the contract requires the written, mutual consent of both the City and the Contractor prior to the expiration of the initial term and any subsequent term. Any contract award and renewals shall be limited to a total of five (5) years from the original executed contract date. A renewal contract will have a 3% cost of living service increase for every year the contract is in effect for the length of the contract.

B. Agreement Termination. This Contract may be terminated for any reason by the City during the contract period, subject to a thirty (30) day written notice being delivered by registered mail to the Contractor at the address referenced on the bid form. Contractor will be entitled to any earned compensation through the date of termination of the contract.

VII. INSURANCE REQUIREMENTS

The Contractor shall obtain and maintain through the term of the contract, insurance with terms and limits of coverage equal to or in excess of those set forth in the specifications governing the contract, but in no event, are such terms and limits to be less than those set forth below. The limits of liability under insurance policies required by the contract shall in no-way limit the Contractor's actual liability.

A. Commercial General Liability: Including coverage for premises and operations, independent contractors, products & completed operations, contractual liability, explosion, collapse and underground hazards (XCU), personal injury/advertising injury. The limits can be satisfied by providing a primary policy or in combination with an excess liability policy. The City shall be named as additional insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Grimes.

Bodily Injury & Property Damage - Each Occurrence	$1,000,000
Personal Injury & Advertising Injury - Per Person	$1,000,000

General Aggregate on the Above	$2,000,000
Products & Completed Operations General Aggregate	$2,000,000
Fire Damage Limit	$100,000
Medical Expense Limit	$5,000

B. Business Automobile Liability Insurance: Including coverage for all owned, non- owned and hired automobiles with limits of liability not less than the following. The City of Grimes would be added as an additional insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Grimes.

Bodily Injury & Property Damage – Each Accident	$1,000,000

C. Workers Compensation and Employers Liability: As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of Grimes.

Part 1- Workers Compensation Benefits	Statutory

D. Employers Liability:

Bodily Injury Each Accident	$500,000
Bodily Injury by Disease Policy Limit	$500,000
Bodily Injury by Disease Each Employee	$500,000

E. Umbrella Liability: The Contractor will maintain umbrella liability insurance in excess of the general liability, automobile liability and employer's liability insurance described above which is at least broad as all underlying policies including but not limited to additional insured, waiver of subrogation and primary and non- contributory.

Each Occurrence Limit	$1,000,000
Aggregate Limit	$1,000,000

F. Installation Floater: The Contractor will maintain an installation floater policy that insures property while stored off premises, while in transit and until it has been installed/incorporated into the building or structure undergoing construction, renovation or repair with a limit commiserate to the value of the property being installed.

G. Contractor's Pollution Liability: Policy shall cover the Contractor's liability for bodily injury property damage, defense, cleanup and related defense costs as a result of a sudden and accidental pollution condition arising from their operations.

Each Occurrence Limit	$1,000,000
Aggregate Limit	$1,000,000

Before providing any services, the Contractor shall furnish an insurance certificate to the City designated representative showing adequate insurance to be in force.

Any City approved subcontractors utilized shall be subject to the same insurance requirements above.

VIII. INDEMNIFICATION AND HOLD HARMLESS

The Contractor shall hold harmless, indemnify and defend the City and all of its agents and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character both to person and property, arising out of, related to or connected to this contract or by reasons of the Contractor or Contractor's negligence or performance under the contract.

This indemnification applies to and includes, but is not limited to, the payment of all damages, penalties, fines, judgements, awards, decrees, attorney's fees, expert witness fees, investigation fees, settlements, related costs or expenses, interest, and any reimbursements incurred by or assessed to the City, its officials, employees, agents, contractors and assigns. Contractor shall provide the City with prompt notice of any such claim, demand, or action so that the City may, at its sole option, defend or settle such claim, demand, or action.

Contractor understands and agrees that it shall have no right of coverage under any existing or future insurance policies owned by the City. Contractor also acknowledges that the City has no responsibility for any damage caused to the Contractor's property by any source.

This Indemnification and Hold Harmless provision is effective upon execution and shall be on indefinite duration and shall survive the termination of the contract for activities by the Contractor or the Contractor's employees during the term of this contract.

IX. PROCESS AND EVALUATION CRITERIA

A. Process. Bidders are to submit written bids which present the bidders qualifications and understanding of the work to be performed. Bidders are requested to address each evaluation criterion in the order listed and to be specific in presenting their qualifications.

The bidders shall provide all information which they consider pertinent to its qualifications for the bid.

B. Evaluation Criteria. Evaluation criteria shall include but are not limited to the following:

1. Contractor's approach to the work to be performed.
2. Qualifications and resumes of personnel who would be assigned to the City of Grimes.
3. References from clients of similar size with the contract length noted. All clients must either be currently under contract or have been under contract within the last 24 months.
4. Number of years providing Horticulture Maintenance services.
5. Provide price as requested on the bid form.

X. FURTHER INFORMATION

A. Mandatory Drug and Alcohol Testing Programs. The Contractor certifies that all of their employees who may perform safety sensitive functions for the City are included in a substance abuse program that meets the requirements of Federal Department of Transportation Drug and Alcohol Testing regulations, (Code of Federal Regulations, 49 CFR., Part 382 and Part 40).

B. Right-to-Know Statement. The bidder certifies that, in accordance with the "Hazard Communication Rule", 29 CFR 1910.120 (the "Right-to-Know" Law) and the State of Iowa "Hazardous Chemical Risk Right-to-Know" rule, employees exposed to materials on the worksite will be trained for the materials in use by the successful Contractor as part of the Agreement. Material Safety Data Sheets (MSDS) for City materials will be supplied to the successful Contractor upon request.

C. ADA Statement. Contractor will comply with all applicable provisions of the Americans with Disabilities Act and applicable Federal regulations under the Act.

D. FLSA Statement. "We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders to the United States Department of Labor issued under Section 14 thereof."

E. Non-Discrimination Clause. The City of Grimes does not discriminate against any person on the basis of age, race, religion, creed, color, sex, sexual orientation, veteran status, gender identity, national origin, or disability. Contractor will not discriminate against any employee or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, veteran status, gender identity, national origin, or disability and to

include a similar non- discrimination provision in all agreements associated with this procurement.

F. Independent Contractor. It is hereby understood that any and all employees of the Contractor and all other persons employed by the Contractor in the performance of services under this agreement, required or provided for hereunder by the Contractor shall not be considered employees of the City and that any and all claims that may or might arise under the Workers Compensation Act of the State of Iowa on behalf of said employees while so engaged in any and all claim made by any third parties as a consequence of any act or omission on the part of said Contractor's employees while so engaged in the performance of these services, to be rendered herein by the Contractor shall, in no way, be the obligation or responsibility of the City.

G. Questions which may arise as a result of this Request for Bid of a technical/operational nature should be directed to Jeremy Thayer, 515-986-9336.

XI. ADDITIONAL TERMS

A. Subletting or Assignment. Neither the Contractor nor the City shall assign its rights or obligations under this Agreement without the prior written consent of the other party.

B. Entire Agreement. This Agreement, including any attached schedules of exhibits, constitutes the entire agreement and understanding between the parties hereto and is the final expression of their agreement and no evidence of oral or other written promises shall be binding. This Agreement may not be supplemented, amended, modified, or otherwise altered except by written instrument executed by both of the parties hereto and no course of dealing or trade usage between the parties shall be effective to supplement, amend, modify, or alter this Agreement.

C. Waiver. The failure to enforce or to require the performance at any time of any of the provisions of this Agreement herein shall in no way be construed to be a waiver of such provisions, and shall not affect either the validity of this Agreement or any part hereof or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

D. Authorization. The undersigned state that they have read the bid above, understand its terms, and are authorized to sign this document on behalf of their business.

E. City Designated Representative. The City designated representative is the Grimes city employee picked by the Grimes Public Works Director to administer the contract. The Grimes Public Works Director will supply the name and cell phone of the City Designated Representative to the Contractor prior to the start of this contract, and anytime the City Designated Representative is changed by the City for any reason.

Authorized Signature

3/18/24
Date

Jenn Christianson
Print Name

Director of Business Development
Title

BID FORM
HORTICULTURE MAINTENANCE

CITY OF GRIMES

We, the undersigned, hereby bid to provide Horticulture Maintenance for the City of Grimes as described below.

Provide the required information in the space provided below or on attached sheets.

Contractor's approach to the work to be performed.

Provide contact information for two (2) company representatives below. On a separate sheet provide Qualifications and resumes of personnel who would be assigned to the City of Grimes.

Name	Adress	Phone	Email
Jenn Christianson	6535 NE 14th St Des Moines, IA 50313	5154901880	jchristianson@perficut.com
Bob Runyon		5153369859	brunyon@perficut.com

List at least three (3) references for projects of similar scope that the Contractor is currently under contract or has successfully completed within the past twenty-four (24) months.

Contract & Location	Owner Name/Address/Phone	Contract Date	Contract $ Value
Avenues of Ingersoll & Grand	Lauren Kollauf 563-495-0357	7/1/23 - 7/1/25	250,000
World Food Prize	Mashal Hussein 5152453797	2010 - current	confidential
Iowa Events Center	Hardd Peterson 5154182605	2010 - current	confidential

Number of years providing HORTICULTURE MAINTENANCE services. 35

Please provide detailed pricing information for each location below:

LOCATION:
Grimes Community Complex
Est sq ft 2,644

ACTIVITY	# of Occurrences	RATE (per Occurrence)	TOTAL AMOUNT (ANNUAL COST)
Spring Clean-up	1	$ 155.00	$ 155.00
Spring Pre-Emergent	2	$ 65.00	$ 130.00
Mulch Maintenance	1	$ 1400.00	$ 1400.00
Post- Emergent Weed Control	included	$ 0.00	$ 0.00
Maintenance: Landscape Beds (weekly visit)	28	$ 65.00	$ 1820.00
Fall Clean-up	1	$ 155.00	$ 155.00
Tree Maintenance	1	$ 125.00	$ 125.00
			Total $ 3,785.00

LOCATION:
GRIMESPLEX
Est sq ft 2,076

ACTIVITY	# of Occurrences	RATE (per Occurrence)	TOTAL AMOUNT (ANNUAL COST)
Spring Clean-up	1	$ 125.00	$ 125.00
Spring Pre-Emergent	2	$ 50.00	$ 100.00
Mulch Maintenance	1	$ 1,150.00	$ 1,150.00
Post- Emergent Weed Control	included	$ 0	$ 0.00
Maintenance: Landscape Beds (weekly visit)	28	$ 55.00	$ 1,540.00
Fall Clean-up	1	$ 125.00	$ 125.00
Tree Maintenance (43 trees)	1	$ 300.00	$ 300.00
			Total $ 3,340.00

LOCATION:
New Library
Est sq ft 8,016

ACTIVITY	# of Occurrences	RATE (per Occurrence)	TOTAL AMOUNT (ANNUAL COST)
Spring Clean-up	1	$ 500.00	$ 500.00
Spring Pre-Emergent	2	$ 180.00	$ 360.00
Mulch Maintenance	1	$ 4,200.00	$ 4,200.00
Post- Emergent Weed Control	included	$ 0.00	$ 0.00
Maintenance: Landscape Beds (weekly visit)	28	$ 125.00	$ 3,500.00
Fall Clean-up	1	$ 500.00	$ 500.00
Tree Maintenance (96 trees)	1	$ 750.00	$ 750.00
			Total $ 8,810.00

LOCATION:
City Parks
Est sq ft 19,909

ACTIVITY	# of Occurrences	RATE (per Occurrence)	TOTAL AMOUNT (ANNUAL COST)
Spring Clean-up	1	$ 1,200.00	$ 1,200.00
Spring Pre-Emergent	2	$ 465.00	$ 930.00
Mulch Maintenance	1	$ 10,875.00	$ 10,875.00
Post- Emergent Weed Control	included	$ 0.00	$ 0.00
Maintenance: Landscape Beds (weekly visit)	28	$ 385.00	$ 10,780.00
Fall Clean-up	1	$ 1,200.00	$ 1,200.00
Tree Maintenance (51 trees)	1	$ 650.00	$ 650.00
			Total $ 25,635.00

LOCATION: **Right of Ways** Est sq ft 31,670			
ACTIVITY	**# of Occurrences**	**RATE (per Occurrence)**	**TOTAL AMOUNT (ANNUAL COST)**
Spring Clean-up	1	$ 1,885.00	$ 1,885.00
Spring Pre-Emergent	1	$ 750.00	$ 1,500.00
Mulch Maintenance	1	$ 16,750.00	$ 16,750.00
Post- Emergent Weed Control	included	$ 0.00	$ 0.00
Maintenance: Landscape Beds (weekly visit)	28	$ 385.00	$ 10,780.00
Fall Clean-up	1	$ 1,885.00	$ 1,885.00
Tree Maintenance (10 trees)	1	$ 285.00	$ 285.00
			Total $ 33,085.00

LOCATION: **Sunny Hill Cemetery** Est sq ft 12,791			
ACTIVITY	**# of Occurrences**	**RATE (per Occurrence)**	**TOTAL AMOUNT (ANNUAL COST)**
Spring Clean-up	1	$ 750.00	$ 750.00
Spring Pre-Emergent	2	$ 295.00	$ 590.00
Mulch Maintenance	1	$ 7,000.00	$ 7,000.00
Post- Emergent Weed Control	included	$ 0.00	$ 0.00
Maintenance: Landscape Beds (weekly visit)	28	$ 155.00	$ 4,340.00
Fall Clean-up	1	$ 750.00	$ 750.00
Tree Maintenance	0	$ 0.00	$ 0.00
			Total $ 13,430.00

Additional Bid Items			
	Quantity	**Unit**	**Cost**
Perennial Replacement	1	1 gallon container	$ 22.00
Tree Replacement	1	2" caliper	$ 450.00
Bed Edging	100	LF	$ 95.00

Date:	3/18/24
Authorized Name:	Jenn Christianson
Authorized Signature:	
Company Name:	Perficut Companies, LLC
Contact Phone Number:	5154901880

BIDDERS LIST

HORTICULTURE MAINTENANCE

CITY OF GRIMES
DEPARTMENT OF PUBLIC WORKS

1. A+ Lawn and Landscape
   6084 NE 22nd St
   Des Moines, IA 50313
   csm1@apluslawn.com

2. All American Turf Beauty
   311 Desoto Rd
   Van Meter, IA 50261
   info@allamericanturf.com

3. Sustainable Sites Snow and Maintenance (SSc2)
   1208 E 20th Court
   Des Moines, IA 50317
   ryan@ssc2.org
   annemino@goredbud.com

4. Perficut Companies
   6535 NE 14th St
   Des Moines, IA 50309
   helpdesk@perficut.com

5. Brilar
   1922 Delaware Ave
   Des Moines, IA 50317
   nferreira@brilar.net

JENN CHRISTIANSON

BUSINESS DEVELOPMENT MANAGER - DES MOINES

Jenn Christianson is Perficut's Business Development Manager for the Des Moines area. In this role, she helps clients implement custom solutions for a broad range of commercial sites, including health services, industrial, hospitality, and multi-family properties.

Jenn embodies Perficut's core values by treating each person like the most important person she'll ever meet. "I work to build long-standing relationships based on trust, integrity, mutual respect, and a fair share of humor," she says. "I want to remember every birthday, every name of a spouse, kiddo, or pet, and every super-specific sandwich order because I truly care."

EDUCATION

- Bachelor of Science, Business Management and Organizational Leadership | Grand View University
- The Institute of Postindustrial Leadership | University of Indianapolis

EXPERIENCE

- 10+ years as Director of Operations in heavy duty trucking and industrial automation
- Process improvement
- ERP integration
- OSHA 30 certification
- Contract administration

RELEVANT PROJECTS

- The Avenues of Ingersoll & Grand
- Accurate Development
- Rider Logistics

BOB RUNYON

DIRECTOR OF MAINTENANCE OPERATIONS - DES MOINES

Bob Runyon serves as Perficut's Des Moines Director of Maintenance Operations. In this role, he is responsible for overseeing the company's maintenance division, which includes mowing, tree health, floral, weeding, irrigation, full site management, and more.

As part of the Perficut team, Bob lives our core values by embodying responsibility and integrity in all aspects of his job. From ensuring our team delivers the same high-quality results each and every day to forming trusting relationships with our clients, Bob takes pride in his work and our company.

EDUCATION

- Commercial Horticulture degree | Iowa State University & Des Moines Area Community College

EXPERIENCE

- 25+ years industry experience
- Irrigation Certification
- Turf Certification
- Earl May Nursery
- Briarwood Golf Course
- 15 years as Grounds Superintendent at Prairie Meadows

RELEVANT PROJECTS

- Athene Site Maintenance
- John Deere Financial Site Maintenance
- Moyer Holiday Light Display

MINDY CHARRON

BOARD CERTIFIED MASTER ARBORIST - DES MOINES

Mindy Charron is Perficut's Board Certified Master Arborist. Mindy is responsible for the company's tree health services as well as sales for tree pruning and application. She spends a large portion of her time educating staff and clients about tree concerns. By working closely with the team's account managers, Mindy helps ensure Perficut is giving its clients' trees the best possible management option.

EDUCATION

- Associate of Applied Science, Commercial Horticulture | Des Moines Area Community College

EXPERIENCE

- ISA Board Certified Master Arborist MW-4872B
- ISA Tree Risk Assessment Qualification
- Licensed Pesticide Applicator with the Iowa Department of Agriculture

RELEVANT PROJECTS

- Drake University
- Krause Gateway Center

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SITE MANAGEMENT

INSANELY METICULOUS

We have the following professionals on our staff:

2 OSHA 10 hours certified
4 OSHA 30 hours certified
1 Professional Landscape Architect
2 ASLA (American Society of Landscape Architects)
1 CIC (Certified Irrigation Contractor- National Certification)
6 Backflow Irrigation Certified Professionals
1 IA (Irrigation Association Member)
3 Horticulturists (AAS or BS)
7 Category 3ot State Licensed Applicators (Ornamental and Turf Pest Control)
1 Category 3t State Licensed Applicator
3 Category 6 State Licensed Applicators (Right-of-Way Pest Control)
1 Category 5 State Licensed Applicators (Aquatic Pest Control)
1 Category 7a State Licensed Applicator (General and Household Pest Control)
3 ISA Certified Arborists (International Society of Arboriculture)
6 Iowa Arborist Association Members (One is SW Rep. & Membership Chair)
1 Mauget Certified Applicator
1 Iowa Certified Nurseryman
1 CESSWI (Certified Erosion, Sediment, and Storm Water Inspector)
1 CPESC (Certified Professional in Erosion and Sediment Control)
3 ICCSPPI (Iowa Certified Construction Site Pollution Prevention Inspector)
35 ASCA Certified Snow Professionals (Accredited Snow Contractors Association)
2 MBA
1 CPA
2 BOMA (Building Owners and Managers Association)
17 Employees with over 10 years' experience each

ROOTED IN RELATIONSHIPS

A DIFFERENT TYPE OF COMPANY

At Perficut we take PRIDE in our work — and our team

Our team is fueled by passion and our employees. We strive to embody our core values in the work we do each and every day.

PASSION
We are passionate about perfection and share that excitement for the work we do every day as a team and with our clients.

RESPECT
Building strong relationships based on mutual respect for both our clients and our team is at the heart of everything we do.

INTEGRITY
We believe in maintaining our clients' sites as if they were our own and strive to live up to that honor every day.

DEDICATION TO TEAMWORK
We believe in maintaining our clients' sites as if they were our own and strive to live up to that honor every day.

EXCELLENCE
Our innovative approach and dependable service gives our clients results worth remembering.

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PERFICUT BY THE NUMBERS

18-71 Age range of Perficut employees

11 Employees on staff with 10+ years of service

20% Female employees

29% Minority employees

Call 515.965.0951 to get started

perficut.com | helpdesk@perficut.com |

LET US TAKE THE STRESS OUT OF SITE MANAGEMENT

When it comes to caring for your grounds, we've got you covered.

With Perficut's commercial site management program you'll receive specialized care that puts you a cut above the rest. Each of our site management clients is taken care of by a single account manager. As your property's needs change and evolve, your dedicated account manager is there to ensure your requests are quickly and efficiently met.

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perficut.com | helpdesk@perficut.com |

SERVICES FOR YOUR SITE

TURF MAINTENANCE AND HEALTHCARE
Healthy turf needs to be mowed regularly, at the right height and direction and with sharpened blades.

IRRIGATION
From spring startup to fall shutdown, our team has the expertise to keep your site's irrigation system optimized and working all season long.

LANDSCAPE BED MAINTENANCE
There's nothing worse than weeds that have free rein of your grounds. Let us help you take control with our landscape bed maintenance program!

FLOWERBED MAINTENANCE
Our flowerbed maintenance program is designed to keep your site in full bloom, regardless of the season.

TREE HEALTH
We know the importance of deep roots. Healthy trees are an important long-term investment in your property.

ROOTED IN RELATIONSHIPS
Work One-on-One with a Dedicated Site Manager

ECO-FRIENDLY SERVICES YOU'LL LOVE

We create landscaping solutions to serve your needs and the environment

At Perficut we care about creating solutions that serve our clients as well as the environment around us. Creating a commercial landscape you love doesn't have to come at the expense of green business practices. Our team of experts takes eco-friendly planting options and sustainable landscaping solutions seriously.

PRAIRIE POLLINATOR LANDSCAPING

Our team can make recommendations and install prairie-style landscaping that is pollinator friendly and promotes eco-conscious growth.

DRIP IRRIGATION + GREYWATER USAGE

Greywater conserved from your site can help feed your drip irrigation system. This has a positive environmental impact and beneficial financial implications as well.

ROOFTOP GARDENS + GREEN ROOFING

Don't let your rooftop be wasted space. Our team can help plan for and construct rooftop gardens and green roofing to provide enjoyment and have a positive environmental impact.

STORMWATER MANAGEMENT SOLUTIONS

Managing stormwater and runoff is an important part of keeping your landscaping looking its best. Our team can help establish and maintain your stormwater management solutions.

SUSTAINABLE PRACTICES

We incorporate a variety of sustainable practices into our work including:

- Providing a one-and-done nitrogen program, which reduces runoff into waterways
- Utilizing environmental controllers on irrigation systems and offer monthly system checks and adjustments to ensure seasonal accuracy
- Providing eco-friendly compact hybrid vehicles for our account management team
- Using eco-friendly ice melt solutions that minimize application rates and are safe for pets and turf
- Offering options for organic fertilization treatments

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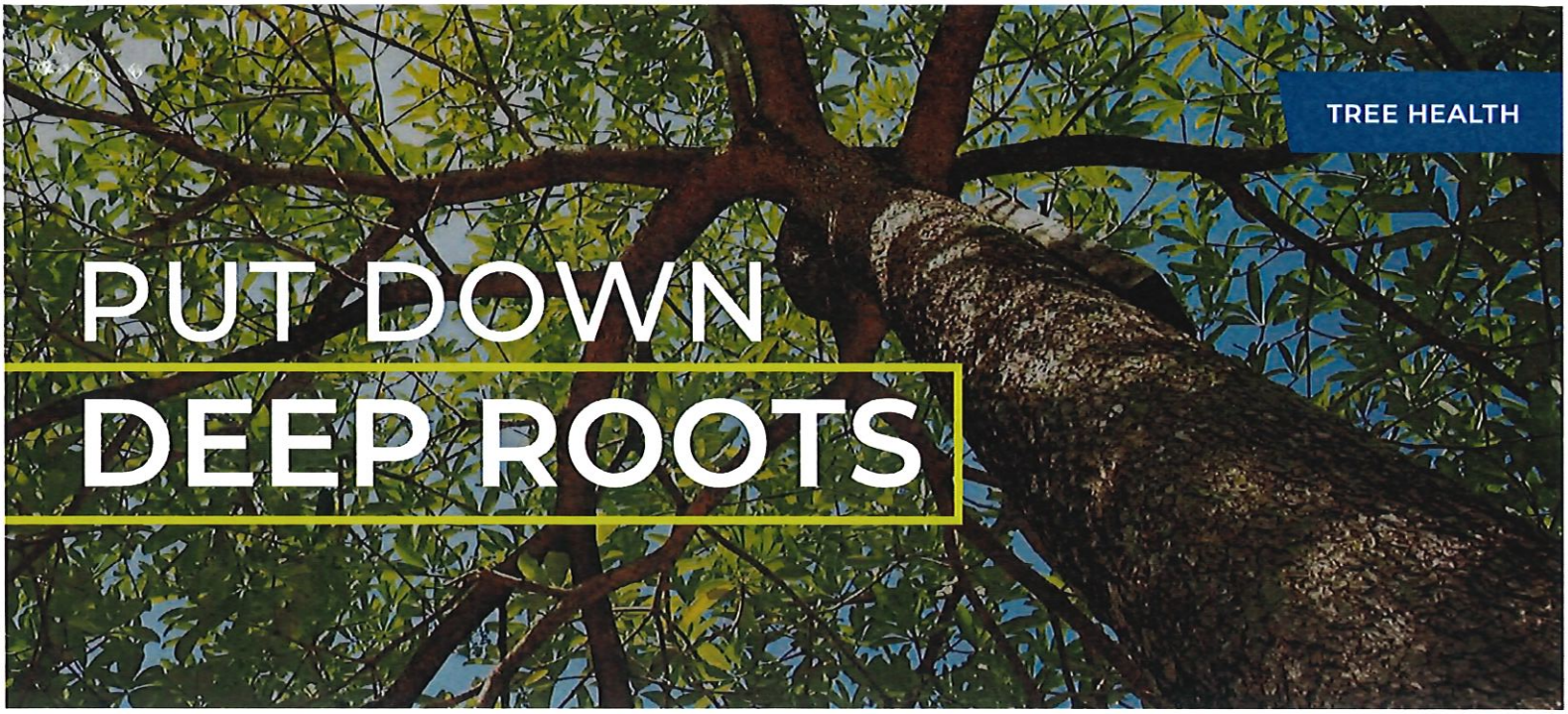

LET US GO OUT ON A LIMB FOR YOU

We'll keep your trees and shrubs healthy all year round.

We understand the importance of deep roots. Keeping the trees and shrubs on your site healthy and properly maintained is essential and we want to help support you. Considering that many tree species can live as long as 200 to 300 years, a thoughtful tree program, designed by our arborist, will ensure that your site remains an investment that will offer enjoyment and value for decades to come. Our experienced team, including a Board Certified Master Arborist, will ensure your trees and shrubs are properly pruned and cared for so they remain healthy and thriving.

ONGOING TREE CARE

PRUNING

Next to watering, pruning is the most common tree maintenance procedure. It is often necessary to improve tree structure, enhance vigor or maintain safety.

FERTILIZATION

Our Board Certified Master Arborist will arrange to have your soil laboratory tested and give advice on application rates and timing as well as the best blend of fertilizer for your trees.

TREATMENTS

Perficut offers prescriptive solutions for disease or insect problems, nutrient deficiencies, or to improve tree health.

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Call 515.965.0951 to get started

perficut.com | helpdesk@perficut.com |

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tasha Felts, TIIA	
Brown & Brown of Tennessee, Inc. 6 Cadillac Drive, Suite 200 Brentwood TN 37027	PHONE (A/C, No, Ext): (615) 385-6283	FAX (A/C, No): (615) 385-6360
	E-MAIL ADDRESS: Tasha.felts@bbrown.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Property Casualty Company of America	25674
INSURER B: The Travelers Indemnity Company of Connecticut	25682
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: Perficut Companies, Inc.
6550 NE 14th Street
Des Moines IA 60313

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			TC2JGLSA-3P390744-TIL-23	10/01/2023	10/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			TC2JCAP-3P390756-TIL-23	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-0W036142-23-NF	10/01/2023	10/01/2024	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-4S050569-23-51-K	10/01/2023	10/01/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Inland Marine			QT-630- 4S014177-TIL-23	10/01/2023	10/01/2024	Leased/ Rented Equip	$200,000
							Deductible	$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Verification of Insurance

CERTIFICATE HOLDER

Perficut Companies, Inc.
PO Box 918
Ankeny IA 50021

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Perficut Companies, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 918

Requester's name and address (optional)

6 City, state, and ZIP code
Ankeny, IA 50021

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
4	2	–	1	4	3	3	2	7	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Shanna Hopkins Date ▶ 02/01/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF GRIMES

2024 BID TABULATION
City of Grimes
Horticulture Maintenance

	Bidder No 1:	Bidder No 2:
	Sustainable Sites Snow and Maintenance 1208 E 20th Ct Des Moines, IA 50317	Perficut Companies 6535 NE 14th St Des Moines, IA 50313
Item Description	**Total Annual Cost**	**Total Annual Cost**
GRIMES COMMUNITY COMPLEX	$4,520.00	$3,785.00
GRIMESPLEX	$6,880.00	$3,340.00
NEW LIBRARY	$13,250.00	$8,810.00
CITY PARKS	$31,945.00	$25,635.00
RIGHT OF WAYS	$48,760.00	$33,085.00
SUNNY HILL CEMETERY	$7,165.00	$13,430.00
TOTAL	$112,520	$88,085

Additional Bid Items				
	Qty	Unit	Bidder No 1	Bidder No 2
Perennial Replacement	1	1 Gallon Container	$18.00	$22.00
Tree Replacement	1	2" Caliper	$550.00	$450.00
Bed Edging	100	LF	$200.00	$95.00

I hereby certify that this is a true tabulation of bids received on March 19, 2024 by the City of Grimes, IA 50111.

Kevin Hensley, Public Works Director

3/19/2024
Date

CITY OF GRIMES

City of Grimes
101 NE Harvey St
Grimes, IA 50111

Horticulture Maintenance

Company/Contractor:	**Department:**
Perficut Companies, LLC PO Box 918 Ankeny, IA 50021	Public Works 1700 SE Destination Dr Grimes, IA 50111

Contract Terms:

Effective March 26,2024 to March 26, 2026

DESCRIPTION OF ITEMS CONTRACTED:

Contract Agreement for Horticulture Maintenance to various City facilities owned or maintained by the City of Grimes, Iowa, per the contract terms and conditions and the prices listed below:

Item Description	Total Annual Cost
GRIMES COMMUNITY COMPLEX	$3,785.00
GRIMESPLEX	$3,340.00
NEW LIBRARY	$8,810.00
CITY PARKS	$25,635.00
RIGHT OF WAYS	$33,085.00
SUNNY HILL CEMETERY	$13,430.00
TOTAL	$88,085.00

Additional Bid Items			
	Quantity	**Unit**	**Cost**
Perennial Replacement	1	1 Gallon Container	$22.00
Tree Replacement	1	2" Caliper	$450.00
Bed Edging	100	LF	$95.00

Contract Term. The initial term of this contract shall be effective for the period of two (2) years. Contract award and renewals shall be limited to a total of five (5) years with a 3% cost of living service increase for each subsequent year.

Authorized Signature: Matt Boelman

Authorized Signature-Printed: MATT BOELMAN

Date: 3/20/24

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: NE Gateway Drive Temporary Traffic Signals – Professional Services Agreement – Snyder & Associates, Inc.

BACKGROUND: The City of Grimes has identified the need for engineering services to design temporary traffic signals at the intersections of NE Heritage Drive and NE Beaverbrooke Boulevard along NE Gateway Drive, and a signalized pedestrian crossing on the south side of NE Beaverbrooke Boulevard and N James Street. The construction of the GrimesPlex, new library and surrounding developments have necessitated the need for additional traffic control measures at these intersections. Permanent traffic signals are planned for the NE Gateway Dr. intersections the following year with the traffic levels and congestion at these intersections increasing. The temporary traffic signals are a proactive measure to improve the traffic flow until the permanent traffic signals are installed.

The schedule for this project is to design this spring and aim for an early summer bid letting with construction to follow. Construction is scheduled to start in July and completion will depend on material availability and weather.

The staff selected Snyder & Associates because of their background in traffic signal design. Additionally, the work they have performed for the Hope Commercial area traffic study and E 1st St. and E Gateway Dr. project has given them a great deal of familiarity with this area too.

BUDGETARY CONSIDERATIONS: The total fee proposed for the engineering services is a not to exceed amount of $30,000 based off hourly rates and fixed expenses. This project will be funded through the traffic signal line item in the CIP.

STRATEGIC PLANNING:
Prioritized: __X__YES ____NO

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

BOARD/COMMISION ACTIONS: None

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

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

Prepared by: Aaron Jarosh
Return to: Matt Ahrens

RESOLUTION 03-2724 TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES WITH SNYDER & ASSOCIATES, INC. FOR THE NE GATEWAY DRIVE TEMPORARY TRAFFIC SIGNALS

Grimes Resolution No. 03-2724

WHEREAS, the City of Grimes (Grimes) desires to construct temporary traffic signals at the intersections of NE Heritage Drive and NE Beaverbrooke Boulevard along NE Gateway Drive, and a signalized pedestrian crossing on the south side of NE Beaverbrooke Boulevard and N James Street; and,

WHEREAS, the engineering firm of Snyder & Associates, Inc. (Engineer), has experience in temporary traffic signal design, and is qualified to provide project administration, temporary traffic signal design, pedestrian crossing design, 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 temporary traffic signals and pedestrian crossing;

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 26th day of March, 2024, and approved by the Mayor on the 26th day of March, 2024.

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

NE GATEWAY DRIVE TEMPORARY TRAFFIC SIGNAL DESIGN

This Agreement is made and entered into this 26th day of March, 2024, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and Snyder & Associates, Inc., 2727 SW Snyder Blvd, Ankeny, IA 50023, 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 Administration	$ 1,500
b. Temporary Signal Design	$ 17,500
c. James & Beaverbrooke Sidewalk Mods	$ 10,000
d. Bid Phase Services	$ 1,000
Total	$ 30,000

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

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

4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company authorized to do business in the State of Iowa in the limits of at least $1,000,000 each personal injury accident and/or death; $1,000,000 general aggregate personal injury and/or death; and $1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least $1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

D. The Consultant shall provide evidence of professional liability insurance, by an insurance company authorized to do business in the State of Iowa, in the limit of $1,000,000 for claims arising out of the professional liability of the Consultant. The insurance coverage shall not be reduced below these limits and the Consultant will notify the City of any erosion of the Policy Limits due to claims made. The coverage shall be maintained for a period of three (3) years after completion of the project. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.

E. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its consultants, agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement to meet the same insurance requirements as are required of the Consultant.

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

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

5. NOTICE

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

FOR THE CITY:	FOR THE CONSULTANT:
Name: City of Grimes	Name: Snyder & Associates, Inc.
Attn: Matt Ahrens, P.E.	Attn: Todd Knox, P.E., PTOE
Title: City Engineer	Title: Traffic Engineer
Address: 410 SE Main Street, #102	Address: 2727 SW Snyder Blvd
City, State: Grimes, IA 50111	City, State: Ankeny, Iowa

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation

or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt

of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.

B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant. If the contract is not reinstated within six (6) months of suspension, it will be considered terminated, and the City will be under no obligation to make further payment under the Agreement.

B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement, if in the City's sole judgement, it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.

D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.

E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

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

20. SEVERABILITY

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

21. DISPUTE RESOLUTION

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

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

22. MISCELLANEOUS HEADINGS

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

23. FURTHER ASSURANCES

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

24. COUNTERPARTS

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

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

CONSULTANT

BY: Mark A Land Digitally signed by Mark A. Land, P.E., CFM Date: 2024.03.19 07:31:47 -05'00'

Name: Mark A. Land, P.E., CFM

Title: Vice President

CITY OF GRIMES

BY: _____

Scott Mikkelsen, Mayor

ATTEST

_____

Name: _____

Title: _____

ATTACHMENT 1 - SCOPE OF SERVICES

NE GATEWAY DRIVE TEMPORARY TRAFFIC SIGNAL DESIGN

I. SCOPE OF WORK

A. GENERAL

The overall PROJECT is described below.

1. The PROJECT includes designing temporary traffic signals at the following intersections:
   a. NE Gateway Drive and NE Heritage Drive
   b. NE Gateway Drive and NE Beaverbrooke Boulevard

2. The PROJECT also includes designing the fourth sidewalk crossing at the intersection of N James Street and Beaverbrooke Boulevard. This also includes the necessary signal modifications at the intersection.

B. BASIC ENGINEERING SERVICES

1. Project Administration
   Prepare monthly progress and billing reports. Coordinate project with City, including up to one in-person meeting.

2. Temporary Traffic Signal Design and Plans
   Design temporary traffic signals for the intersections of NE Gateway Dr & NE Heritage Dr and NE Gateway Dr & NE Beaverbrooke Blvd. Design will include preparation of plans, notes, quantities, and cost opinion. Plans will utilize aerial background with any known utility information. Iowa OneCall will be coordinated with to receive any known utility mapping. Design will allow for flexibility to avoid utilities. Temp signals will include pedestrian pushbuttons and heads for the existing pedestrian crossings at both intersections. Bid/Quote documents will be prepared and submitted for review to staff.

3. N James St & Beaverbrooke Blvd Sidewalk and Traffic Signal Modification Design and Plans
   a. Topographical Survey and Base Drawings - Perform field survey to identify located utilities and existing sidewalk conditions. Survey will be utilized for base mapping on plan sheets.
   b. Plans and Bid Documents - Prepare plans to design sidewalk improvements to the N James St & Beaverbrooke Blvd intersection. Plans will include traffic signal modifications to implement the pedestrian crossing of the south approach.

4. Bid Phase Services
   Coordinate efforts with staff to release the temporary traffic signal plans for bidding or quoting. Will answer any questions from contractors. Will receive/open bids/quotes as appropriate for the project. Provide a letter of recommendation for award/rejection. And attend, as necessary, City Council Meeting to be available to discuss the project.

C. CONSTRUCTION SERVICES
Construction services will be added by a separate Amendment to this Agreement.

II. ADDITIONAL SERVICES

The following items shall be considered additional services as may be requested by the City. Additional services may be performed on an hourly basis or should a specific scope of services be defined, a quotation for services may be performed. Additional services may include:

1. Meetings above listed in scope of services.
2. Submittals, and specifications to the City.
3. Easement and/or legal documents.
4. Client requested major revisions.
5. Final Plat documents.
6. Easement plats.
7. Multiple submittal/bid packages.
8. Preliminary Plat document.
9. Traffic study.
10. Wetland delineation or environmental analysis.
11. As-built drawings.
12. Geotechnical services and soil borings.

ATTACHMENT 2 - SCHEDULE

NE GATEWAY DRIVE TEMPORARY TRAFFIC SIGNAL DESIGN

This PROJECT shall be performed by the CONSULTANT in accordance with a schedule mutually developed by the CITY and the CONSULTANT. The milestone schedule is:

Notice to Proceed	March 27, 2024
Utility Mapping Survey	April 5, 2024
Submit Check Plans	April 19, 2024
Submit Final Plans	May 10, 2024
Letting	June 4, 2024
Council Awards Project	June 11, 2024
Construction	July - September 2024

ATTACHMENT 3 - SCHEDULE OF FEES

NE GATEWAY DRIVE TEMPORARY TRAFFIC SIGNAL DESIGN

SNYDER & ASSOCIATES, INC.
2024
STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Archaeologist, Right-of-Way Agent, Graphic Designer		
Principal II	$252.00	/hour
Principal I	$237.00	/hour
Senior	$216.00	/hour
VIII	$198.00	/hour
VII	$187.00	/hour
VI	$178.00	/hour
V	$166.00	/hour
IV	$153.00	/hour
III	$141.00	/hour
II	$128.00	/hour
I	$115.00	/hour
Technical		
CADD, Survey, Construction Observation		
Lead	$150.00	/hour
Senior	$144.00	/hour
VIII	$134.00	/hour
VII	$124.00	/hour
VI	$111.00	/hour
V	$101.00	/hour
IV	$91.00	/hour
III	$82.00	/hour
II	$75.00	/hour
I	$66.00	/hour
Administrative		
II	$77.00	/hour
I	$63.00	/hour
Reimbursables		
Mileage	*current IRS standard rate*	
Outside Services	*As Invoiced*	

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Aruba Networking Equipment Purchase

BACKGROUND: In October of 2023, the City of Grimes started the process of replacing all the networking equipment across the organization. The City selected Aruba Networks as the hardware vendor. This project is currently on going. With additional facilities coming online, the IT department has identified additional locations that need new networking equipment. These facilities include the Splash pad and the Waste Water lift station.

BUDGETARY CONSIDERATIONS: The City of Grimes utilized the State of Iowa bid contract to source the hardware. However, due to our vendor being a partner with HP Enterprise, The City of Grimes will receive preferred pricing which is more favorable than the State of Iowa bid contract pricing. The total fee proposed for the hardware is estimated in the amount of $12,166.85 based off proposed expenses. This includes five (5) years of software and hardware support.

The funding source for this item will be from the CIP budget from the FY2023-2024 budget.

STRATEGIC PLANNING:
Prioritized: ___X_YES ____NO

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

BOARD/COMMISION ACTIONS: N/A

STAFF RECOMMENDATION: N/A

RESPONSIBLE STAFF/CONTACT INFORMATION:
Rob Fox, IT Director, rfox@grimesiowa.gov

Prepared by: Rob Fox
Return to: Rob Fox

Grimes Resolution No. 03-2824

WHEREAS, the City of Grimes (Grimes) needs to replace aging networking equipment and expand cyber security functions for the internal network; and,

WHEREAS, the Finance Department's purchasing policy provides for the procurement of goods and/or services from supply schedules established by the State of Iowa Department of Administrative Services (DAS), without conforming to the competitive bidding requirements of the Purchasing Policy; and

WHEREAS, the Aruba Networking equipment is available to be procured using the State of Iowa (DAS) purchasing contract number 21313; and

WHEREAS, the Aruba Networking equipment is being purchased from Heartland Business Systems, L.L.C. (Pete Helander, CEO, 1700 Stephen Street Little Chute, WI 54140), an HP Enterprise partner, pursuant to the attached quote; and

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

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

HEARTLAND BUSINESS SYSTEMS

Aruba Switching Expansion

Quote #332087 v3

Prepared For:

City of Grimes Iowa
Rob Fox
101 NE Harvey Street
Grimes, IA 50111

P: (515) 215-8622
E: rfox@grimesiowa.gov

Prepared By:

Des Moines Iowa Area Office
Keri McMahon
7745 Office Plaza Dr N Suite 150
West Des Moines, IA 50266

P: (515) 400-8296
E: kmcmahon@hbs.net

Date Issued:
03.07.2024

Expires:
03.29.2024

Aruba 6300 Switches		Price	Qty	Ext. Price
JL662A	**Aruba 6300M 24-port 1GbE Class 4 PoE and 4-port SFP56 Switch - 24 Ports - Manageable - 3 Layer Supported - Modular - 4 SFP Slots - Twisted Pair, Optical Fiber - 1U High - Rack-mountable - Lifetime Limited Warranty**	$3,570.69	2	$7,141.38
Q9Y80AAE	**Aruba Central - Subscription License - 5 Year**	$1,006.20	2	$2,012.40
JL086A#ABA	**HPE Aruba X372 54VDC 680W 100-240VAC Power Supply - 120 V AC, 230 V AC**	$353.02	4	$1,412.08
JL669B	**Aruba X751 Front to Back Fan Tray - Front to Back Air Discharge Pattern**	$243.58	2	$487.16
J9151E-ENC	**ENET HP SFP+ Module - For Data Networking, Optical Network - 1 x LC 10GBase-LR Network - Optical Fiber - Single-mode - 10 Gigabit Ethernet - 10GBase-LR**	$100.00	8	$800.00
J9281D-ENC	**ENET HP J9281D Compatible 10GBASE-CU SFP+ to SFP+ Active Direct-Attach Cable Assembly 1M HP Compatible - Lifetime Warranty and Compatibility Guaranteed. ENET HP Compatible D Revision optics are all downward compatible with A, B, and C application requirem**	$26.60	5	$133.00
J9282D-ENC	**HP/ARUBA COMPATIBLE J9282D 10GBASE-CU SFP+ PASSIVE DAC 2M**	$33.44	2	$66.88
J9281D-50CM-ENC	**ENET DAC Network Cable - 1.64 ft DAC Network Cable for Network Device - 10 Gbit/s**	$22.79	5	$113.95
		Subtotal		**$12,166.85**

Quote Summary	Amount
Aruba 6300 Switches	$12,166.85
Total:	**$12,166.85**

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a $25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS 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. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at https://www.hbs.net/End-User-Agreements. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2023.v3.0

Acceptance

Des Moines Iowa Area Office

Keri McMahon

City of Grimes Iowa

Signature / Name		Signature / Name	Initials
03/07/2024			
Date		Date	

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Approving Food Truck Location on Certain City-Owned Property

BACKGROUND: The Zoning Ordinance requires Council approval for temporary sales, such as food trucks, to locate on public property. The City owns a parking lot along the north side of E 1st Street located just west of 309 E 1st Street. To avoid requiring City Council to approve every food truck seeking to locate in the subject parking lot, staff have proposed the following Resolution to pre-approve the location for food trucks to set up in the parking lot. Any food truck seeking to locate at said location can set up in the area identified in the attached exhibits and will not require additional approvals by city staff or Council.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISION ACTIONS: N/A

STAFF RECOMMENDATION: N/A

RESPONSIBLE STAFF/CONTACT INFORMATION:
Evann Martin, Assistant Planner, 515-986-4050, emartin@grimesiowa.gov

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

RESOLUTION 03-2924 APPROVING FOOD TRUCK LOCATION ON CERTAIN CITY-OWNED PROPERTY

Grimes Resolution No. 03-2924

WHEREAS, City Council permission is required for food trucks to locate on City-owned property; and,

WHEREAS, City staff desires to simplify the approval process for food trucks seeking to locate on certain City-owned property; and

WHEREAS, City staff desires to allow food trucks to locate in the City-owned parking lot located on the north side of E 1st Street and just west of 309 E 1st Street ("Property"); and

WHEREAS, City staff have pre-determined the location on the Property where food trucks may locate (Exhibit A); and

WHEREAS, no additional approval shall be required by City Council to allow food trucks to locate on the Property; and

WHEREAS, all other applicable zoning requirements shall apply to food trucks locating on the Property.

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

1. That the Grimes City Council grant approval for food trucks to locate on the Property.

2. That food trucks shall be permitted to locate on the Property as identified in Exhibit A.

3. All other applicable zoning requirements shall apply to food trucks locating on the Property.

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

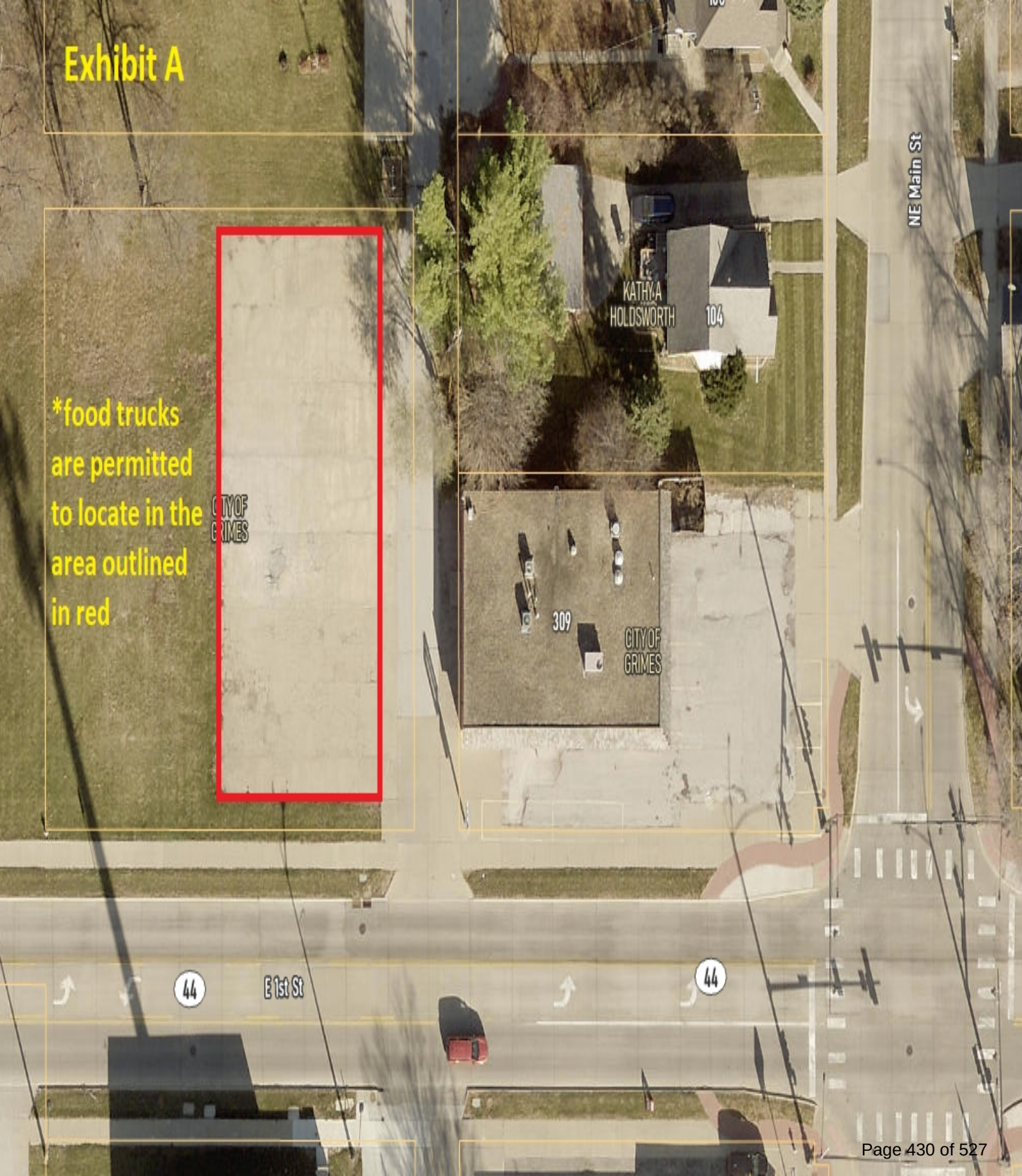


Exhibit A
*food trucks are permitted to locate in the area outlined in red
CITY OF GRIMES
KATHY A HOLDSWORTH
104
309
CITY OF GRIMES
NE Main St
E 1st St
44
44

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

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 FY 24 budget.

A Tiny Mobile Robot Pro-X robotic painter is needed at the GrimesPlex to accurately and efficiently paint athletic fields within the complex. This additional robot will ensure that we have a designated painter for the artificial fields only. This will ensure longevity of the robotic painters and eliminate any cross contamination of natural grass paint and artificial paint. Adding this robot will also make the department more efficient and quickly accomplish painting athletic fields at all three of the sports complexes. The easy to use tablet eliminates any error in measuring, application or field dimensions.

BUDGETARY CONSIDERATIONS: The requested equipment purchases were budgeted for in the FY 2024-2025 budget utilizing sole source pricing.

The Tiny Mobile Robot Pro-X Painter would be purchased at the cost of $39,990.00 utilizing sole source pricing.

STRATEGIC PLANNING:
Prioritized: __X__YES ____NO

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

BOARD/COMMISION ACTIONS: Approved equipment purchases in the FY24 budget

STAFF RECOMMENDATION: Approval

RESPONSIBLE STAFF/CONTACT INFORMATION:
Alex Miller, Sports Facility Manager, 515-986-2143, amiller@grimesiowa.gov

Prepared by: Alex Miller
Return to: Alex Miller

RESOLUTION APPROVING EQUIPMENT TRANSACTIONS PURSUANT TO FY24 BUDGET

Grimes Resolution No. 03-3024

WHEREAS, the Parks and Recreation Department has budgeted for and planned certain equipment purchases; and

WHEREAS, the City's Purchasing Policy as adopted prescribes the solicitation of quotes, state bid, or the utilization of a purchasing consortium and the proposed acquisitions meet those policy requirements; and

WHEREAS, equipment and contractor lead time is becoming increasingly difficult to schedule purchases and services; and

WHEREAS, the Parks and Recreation Director recommends the following equipment acquisitions:

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

Section 1. The following acquisitions including add-ons and labor are hereby approved:

Equipment Description	**Use**	**Cost**
Tiny Mobile Robot Pro-X	GrimesPlex	$39,990.00
		$
		$
TOTAL		$39,990.00

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

TinyMobileRobots®

TinyMobileRobots US LLC
1634 Cobb International Blvd NW
Kennesaw, GA 30152
United States

Customer:

City of Grimes
, Iowa
United States
(515)531-4051
Alex Miller
amiller@grimesiowa.gov
(515)531-4051

Quotation Date:

02/29/24

Quotation Number:

PeterDeVries-31034

Valid Until:

03/30/24

Sales Manager:

Peter DeVries
pd@tinymobilerobots.com

Comments:

PLEASE NOTE: Sales tax may apply. If sales tax applies, payment of the total sales tax will be due at the time of the down payment. If Sales tax exempt, please provide a copy of the sales tax exemption certificate.

TinyMobileRobots®

TinyLineMarker Pro X All Inclusive			
Description	Quantity	Unit Price (USD)	Amount (USD)
All Inclusive	1	43,900	43,900
Cash Discount	1	-3,910	-3,910
Total			39,990

Payment Plan	
Year	Amount (USD)
1	39,990
Total	39,990

SALES CONTRACT

TinyMobileRobots

SALES CONTRACT

- This Sales Contract (hereinafter referred to as the **"Contract"**) is based on the content of the quote or Sales order above (**"Quote"**) from TinyMobileRobots US LLC.

PARTIES

- The Contract is entered into on the date of signature (the **"Effective Date"**), by and between TinyMobileRobots US LLC, with an address as described in the Quote, (hereinafter referred to as the **"Seller"**) and the names Customer in the Quote (hereinafter referred to as the **"Customer"**) (collectively referred to as the **"Parties"**).

ROBOT AND PRICE

- The Robot(s) that the Seller is selling to the Customer is/are listed in the Quote with their quantities (hereinafter referred to as the "**Robot(s)**").
- Annual services that the Seller is selling to the Customer are listed in the Quote with their annual fees (Hereinafter referred to as the **"Services"**)
- Any statements in the Quote will have preference to the content of this Sales Contract.

PRICE AND PAYMENTS

- The Seller hereby agrees to sell the Robot(s) to the Customer for the amount stated in the Quote.
- The Seller will provide an invoice to the Customer at the time of the delivery and if stated in the Quote, additional invoices will follow the procurement of the Robot(s).
- For the Robot(s) to work, annual fees for service and support, RTK service and cell service need to be paid by the Customer. These fees can be included in the purchase price, annual payments or other payment structures.
- The Quote covers the cost for using the Robot(s) for the number of years equivalent to the number of annual fees mentioned in the Quote. Annual fees still apply thereafter.
- If no payment conditions are stated in the Quote, Prepayment is agreed.
- All invoices are to be paid in full as stated in the Quote.
- Any overdue payment will be subject to a one percent (1%) late payment penalty per month.
- The Customer is hereby accepting that the Robot(s) function is dependent on an annual service fee and if this service fee is not paid as scheduled, the Robot(s) will stop working.

DELIVERY AND SHIPPING

- The delivery of the Robot(s) (hereinafter referred to as the "Delivery") will be at the delivery location as specified by the Quote.
- If nothing else is stated in the Quote, the shipping method will be land transport. Shipping cost is paid by the Customer.

INSPECTION

- The Customer shall inspect and accept, or reject products delivered pursuant to the Order immediately after the Customer takes custody of such products. In the event the products do not comply with the applicable Seller drawings or specifications, the Customer shall notify the Seller of such nonconformance and give the Seller a reasonable opportunity to correct any such nonconformance.
- The Customer shall be deemed to have accepted any products delivered hereunder and to have waived any such nonconformance in the event Seller does not receive notification that the products delivered hereunder do not comply with the Seller's drawings or specifications, within five (5) business days after the Customer takes custody of such products.

RISK OF LOSS AND TITLE

- The risk of loss or damage for the Robot(s) will be on the Seller until the Robot(s) pass upon delivery to the Customer or their designee.
- The Title of the Robot(s) will also remain with the Seller until the Robot(s) are paid in full.

DELAY OR FAILURE TO PERFORM AND FORCE MAJEURE

- Under no circumstances will the Seller be held liable to the Customer for any delay that may occur, non-delivery or an arising fault of this Agreement that may be due to any labor dispute, shortage in transportation, delay or shortage of materials to produce the Robot(s), fires, accidents, Acts of God, or any other causes outside Seller's control. The Seller will notify the Customer immediately upon realization that it will not be able to deliver the Robot(s) as promised. Upon such notice, either Party may terminate this Agreement.

LIMITATION OF LIABILITY

- Under no circumstances will the Seller be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action).

SALES CONTRACT

TinyMobileRobots

- The Customer hereby confirms that the Customer is informed that
    - the Robot(s) may not perform well in areas with trees and high constructions such as stadiums.
    - The Robot(s) may not perform well if there is poor signal quality from Cell connections and RTK corrections signals. The quality of these signals may change after purchase of the Robot.
    - mowing patterns can influence the quality of the lines made by the robot negatively.

SERVICES AND SUPPORT

- The Buyer acknowledges that the Robot(s) and the tablet are always connected to a cloud solution for back up, logging and support. This may include information about the location of the Robot(s) and the tablet and the time of usage.
- The Buyer acknowledges that it is possible to purchase or order items via the tablet. If an item is Purchased or ordered, the Buyer understands that this is a binding purchase or order.
- The Buyer accepts that payment of an annual fee is required for the Robot(s) to work. The first annual fee is paid with the payment for the Robot(s).

GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of Georgia.

SEVERABILITY

- In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

Terms and conditions

- This Agreement takes precedence over the Terms and Conditions found at the address below. If not regulated by the Quote or order confirmation from TinyMobileRobots and not regulated by the terms in this Agreement, the conditions in the Terms and Conditions apply.
- Terms and conditions: Terms and Conditions

FORCE MAJEURE

- The Seller will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Seller's reasonable control.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated through their signatures below:

CUSTOMER

Name: _____

Signature: _____

Date: _____

1634 Cobb International Blvd.
Kennesaw, GA 30152
Tax ID: 36-4995457
Tel:888-811-8444
Mail: hello@tinymobilerobots.com

Warranties for products from TinyMobileRobots ApS

Full warranty
This warranty declaration is issued by TinyMobileRobots ApS (hereinafter referred to as the "Manufacturer") to the end user customer (hereinafter referred to as the "Customer").

- The warranty is valid for twelve (12) months from the day the Customer receives the robot.

- The Manufacturer warrants that its Products will comply with applicable drawings and will be free from defects in workmanship and material. These warranties shall run to the Customer, its successors, and assigns.

- The Product Warranty does not apply to malfunction or error caused by the Customer's failure to operate the Product in compliance with the Manufacturer's user guides and any instructions contained therein or normal wear and tear to the Product.

- Reduced function of the spray system due to insufficient cleaning is not covered by the Warranty.

- The cost of repair including parts is covered by the Manufacturer for the first 12 months.

Electronics warranty
The electronics warranty is 72 months from purchase and covers the content in the electronics box. . However, coverage of the electronics box is subject to the condition that there has been no high-pressure cleaning of the robot or other treatment of the electronic box that is not normal use.

What is not warranted
Pursuant to the terms of these warranties, the Manufacturer is not responsible for the following:

(1) Any Product that has been altered or modified in ways not approved by the Manufacturer, including, but not limited to pump or pump membranes.

(2) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident, fault or damage caused by the use of third-party equipment and accessories.

(3) Normal maintenance and replacement of maintenance and wear items, such as filters, nozzles, hoses, tires and batteries.

(4) Any repair by customers not approved by the Manufacturer in writing

(5) Any use of spare parts not supplied by the Manufacturer

(6) Opening the electronic box without approval from the Manufacturer.

Securing warranty services
To secure warranty service, the purchaser must:

(1) Report the Product defect to an Authorized Dealer or directly to the Manufacturer (both called the Repair Workshop) and request warranty service within the applicable warranty term;

(2) Present evidence of the warranty start date with valid proof of purchase; and

(3) Make the Product available to the Authorized Dealer or to the Manufacturer within a reasonable time.

(4) If the Product is covered by a warranty, the costs of the spare parts, the cost of repair labour and the shipment back to the Customers are covered by the Repair Workshop.

No Implied Warranty, Representation or Condition
To the extent permitted by law, neither TinyMobileRobots nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of the equipment covered by these warranties other than those set forth above, and no statutory or implied warranties or conditions of merchantability or fitness are made. To the extent legally required, any implied warranties or conditions shall be limited in duration to the applicable period of warranty set forth on this page. The purchaser's only remedies in connection with the breach or performance of any warranty on TinyMobileRobots Products are those set forth on this page. In no event will the dealer, TinyMobileRobots or any company affiliated with TinyMobileRobots be liable for incidental or consequential damages.

No dealer/distributor warranty – the selling dealer has no authority to make any warranty, representation, condition or promise on behalf of TinyMobileRobots, or to modify the terms or limitations of this warranty in any way and makes no warranty on any other item unless the selling dealer delivers to the Customer its own written certificate specifically warranting the item on behalf of the selling dealer.

Disputes and governing law
This warranty declaration is governed by Georgia law. Any disputes arising out or in connection with this warranty declaration, including any disputes regarding the existence and validity thereof shall be subject to the exclusive jurisdiction of the courts of Georgia.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
TinyMobileRobots US LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1634 Cobb International Boulevard NW

Requester's name and address (optional)

6 City, state, and ZIP code
Kennesaw, GA 30152

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
3 6 - 4 9 9 5 4 5 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 11/10/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Iowa Highway 44 Trail Extension – Project Acceptance.

BACKGROUND: The actions that are in front of the council are to provide appropriate actions on any final payment, final change order, and retainage payments; receive and file the Certificate of Completion from the project engineer; and consider approval of a resolution officially accepting the project by the City of Grimes.

Howrey Construction, Inc. started this project in the summer of 2023 and fully completed the project later that year. There is a retainage payment to be made 30 days following project acceptance.

BUDGETARY CONSIDERATIONS: This project's final construction contract amount is $446,575.60 which is $6,234.40 less than the original construction contract amount.

STRATEGIC PLANNING:
Prioritized: __X__YES ____NO

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

BOARD/COMMISION ACTIONS: None

STAFF RECOMMENDATION: The staff recommends that the City Council approves the resolution accepting the project with Howrey Construction, Inc. in the final contract amount of $446,575.60.

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

Prepared by: Aaron Jarosh
Return to: Matt Ahrens

RESOLUTION 03-3124 ACCEPTING THE IOWA HIGHWAY 44 TRAIL EXTENSION

Grimes Resolution No. 03-3124

WHEREAS, on the **11th** day of **April, 2023**, the Mayor and Clerk of the City of Grimes, Iowa, entered into a construction contract with **Howrey Construction, Inc. of Rockwell City, Iowa**, for the construction of certain public improvements generally described as the Iowa Highway 44 Trail Extension; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on **March 26, 2024**:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be **$446,575.60**, as shown in the report of the Engineer.

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

CITY OF GRIMES

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

CERTIFICATE OF COMPLETION

Iowa Highway 44 Trail Extension

Grimes, Iowa

March 26, 2024

This is to certify that the construction improvements on the ***Iowa Highway 44 Trail Extension*** project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is ***$446,575.60***. I hereby recommend acceptance of the project.

Respectfully submitted,

Aaron Jarosh, P.E.
Civil Engineer
City of Grimes
Iowa License Number 25709

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Approving Asbestos Abatement bid at 309 E. 1st Street

BACKGROUND: The City acquired 309 E. 1st Street in preparation for future expansion of the roadways. During ownership of the property, it was vacant and has fallen into a state of disrepair. Staff has reviewed the property, and found that it was necessary to demolish the property at this time. As part of the process of the demolition of the property, an asbestos inspection was completed on the property. During the inspection, there were multiple locations of the building that tested positive for asbestos. Staff solicited 3 bids for the remediation of the asbestos. Of the three bids, the low bid was provided by REW Services Corporation in the amount of $11,522.

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:
Prioritized: ____YES _ X__NO

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

BOARD/COMMISION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:
Steve Tibbles, Deputy Building Official, STibbles@grimesiowa.gov

Prepared by:	Steve Tibbles, Deputy Building Official
Return to:	Steve Tibbles, Deputy Building Official

RESOLUTION 03-3224 APPROVING ASBESTOS ABATEMENT BID AT 309 E. 1ST STREET

Grimes Resolution No. 03-3224

WHEREAS, the City acquired the property located at 309 E. 1st Street in preparation for future expansion of the roadways;

WHEREAS, the property has fallen into disrepair as the property has been vacant during City ownership;

WHEREAS, staff have reviewed the property and found that it is necessary to demolish the property at this time;

WHEREAS, asbestos inspection were completed on the property by a third party contractor and asbestos was found;

WHEREAS, the City requested three bids from contractors to abate the asbestos from the property;

WHEREAS, REW Services Corporations submitted a low bid of $11,522.

WHEREAS, staff has reviewed the bid documents, and recommends the approval of the low bid of $11,522 by REW Services Corporation.

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

1. Acceptance and Approval of the low bid provided in the amount of $11,522 by REW Services Corporation for the abatement of Asbestos at 309 E. 1st Street.
2. Authorization of the City Administrator to execute any contracts or forms necessary to authorize the abatement of Asbestos at 309 E. 1st Street.

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

REW Services Corporation

1226 Illinois St• Des Moines, IA 50314 • Phone: 515-289-0705 • Fax: 515-289-0706
E-Mail: jeff@rewiowa.com

Date: March 18th, 2024

Steve Tibbles
Deputy Building Official
City of Grimes
410 SE Main St.
Grimes, IA 50111

RE: Select asbestos abatement of 309 E. 1st Street, Grimes, IA 50111

Steve:

Thank you for the opportunity to provide you with a proposal for the removal of asbestos containing materials at the above referenced property and as noted in inspection report by Impact 7G dated 5 February 2024.

Our proposal includes all labor, materials, and equipment necessary to perform the work according to all regulations in effect on this date. Also included are all associated costs for permits, fees, disposal, insurance, etc.

Please keep in mind that there will be a 10-business day waiting period before work can commence upon acceptance of proposal. This is due to notifications that must be put in with Iowa DNR and Iowa OSHA.

Quote for removal of all asbestos containing items called out in Table 1 of report to include expansion joint caulk, carpet adhesive, and floor mastic along with assumed additional mastic throughout other carpted area. Work would take approx. 5-6 days to complete.

\- ***$11,522***

Sincerely,

Jeff Harclerode
President
REW Services Corporation

GENERAL CONDITIONS

Owner's Responsibilities –The Owner shall remove all equipment and inventory from the areas in which the Contractor is to perform the Work. The Owner shall provide water and electricity to the areas of the work and pay for the water and power used in the course of the Contractor's work. The Owner shall provide uninterrupted access to the work areas throughout the duration of the project. The Owner shall designate toilet facilities on the site for the use of the Contractor's employees. Should toilet facilities not be present on the site, the Owner shall provide temporary, portable sanitary facilities.

Insurance – The Contractor shall carry General Liability Insurance, Vehicle Liability Insurance, and Workman's Compensation Insurance throughout the duration of the Work. The Owner shall carry Property, all risk, insurance on the premises in which the work is to be performed. The Owner shall be responsible for paying all deductibles on the policy. Contractor shall provide the Owner with a Certificate of Insurance stating the limits of insurance coverage prior to commencing the Work.

Taxes and Building Permits – The Contractor shall pay all sales, consumer, local option, and use taxes required by law. Any building permits and related fees necessary for the execution of the Work contained in this proposal shall be secured and paid for by the Owner.

Asbestos Permit – The Contractor is licensed by the State of Iowa to remove asbestos containing materials. Our permit number is 3287 with an expiration date of February 17, 2025.

Air Monitoring – If needed a third party environmental testing company shall monitor Air quality throughout the duration of the project. The owner shall be responsible for securing and paying for a third party air monitoring firm to collect work area and final clearance samples.

Disposal – All asbestos containing waste shall be taken to an EPA approved landfill for proper burial. The cost for this disposal is included in this proposal.

Concealed Conditions – Should asbestos containing materials be encountered that were concealed from view during the "walk through" and thereby not included in the Scope of the Work description from which the above proposed sum was calculated, the Contract sum shall be adjusted by Change Order to reflect the scope of these concealed asbestos containing materials. Testing, to determine asbestos content of these concealed materials, and testing costs shall be included in the Change Order. Concealed conditions might include pipe covering discovered above plaster ceilings, old ceilings above new ceilings, and materials that would not otherwise be discovered without destructive inspections.

Clean-up – Promptly upon completion of the Work, all Contractors owned facilities, materials and equipment shall be removed from the work site. The Contractor shall leave all work areas broom clean.

Payment – The Owner shall be invoiced for the Work, including all approved Change Orders, upon Substantial Completion. The Owner shall make payment within fifteen (15) days of such billing. After fifteen (15) days following the invoice date for the payment, interest will be charged at the rate of 1.5% per month, not to exceed 18% per annum, on the entire invoice sum starting on the date of the original invoice for the work.

Notice to Proceed

Please proceed with the above Scope of Work including Alternates # __, __, __.

By: _____ Date: _____

Title:

MID-IOWA ENVIRONMENTAL

Proposal: 24666

3009 S . W . Ninth Street • Des Moines, Iowa 50315 - 2204 • (515) 244-5766

City of Grimes / Steve Tibbles
Attn: Steve Tibbles
410 S.E. Main St.
Grimes, Iowa, 50111

2/27/2024
(515) 371-8301
Fax

City Of Grimes / 309 E 1st St.
Removal of the asbestos materials from the survey provided by Impact 7G, on the interior as well as the exterior of the building.

Customer agrees to reimburse Mid-Iowa for any costs including attorney fees incurred in collecting sums due hereunder.

Air monitoring and analysis is included in this proposal.

Upon completion, you will be furnished with copies of all paperwork for your permanent files.

The EPA, Iowa Bureau of Labor, and DNR require a specific time frame prior to project commencement. For this notification, we need: the date built, the total square footage, # of floors, it's present and prior use.

This proposal is good for 30 days.

Mid-Iowa will not be held responsible for damage caused by tape and spray adhesive.

Payment is due and payable upon completion.

We are licensed by the State of Iowa and insured for hazardous material abatement. All work will be performed by Certified and AHERA trained workers. All work will be completed in accordance with EPA, OSHA, and DNR regulations, standards, codes and using proper removal and disposal techniques as outlined in Procedure Manual, updated in June, 2023 and filed with the Department of Labor with the application for licensing.

There is a **Two Hundred ($200.00) non-refundable** notification fee for each original notification filed with the Department of Natural Resources (DNR) Per 567 IAC 30.3(l). The $200.00 needs to be included with the Signed Proposal before any notification is made to the DNR. **This is a fee required by the State and not a deposit.**

Total: $14,000.00

Any customer wishing to pay any portion of this bill with a credit card will be charged a 3% fee for the amount charged at the time of the transaction.

City of Grimes / Steve Tibbles

X _____

Name

Date:

Mid-Iowa Environmental

X _____

Name

Date: 2/27/2024

Steve Tibbles
City of Grimes 410 SE Main St, Grimes, Iowa 50111
RE: 309 E 1st St, Grimes Date of Quote: 3.7.24

Thank you for the opportunity to provide a proposal for asbestos services in conjunction with your demolition project. This quote is for the removal of the asbestos containing materials described below and in the Impact 7G Inspection Report dated 2.5.24 and identified by you during our onsite visit. This does not include any hidden or unidentified materials. Clearance air monitoring is not included in our quote. Clearance or daily air monitoring or onsite asbestos management by the Owner or Owners Representative is not planned for this project and if added to this project by the Owner may require an added cost to this quote.

Environmental Property Solutions (EPS) is required to give a two week notice to the Iowa DNR and Iowa OSHA before the project can commence. EPS will send in the notification and the project can start after the Owner provides by email the written notice to proceed at the bottom of this quote and both parties agree to a start date. Owner will provide water, heat and electricity.

Scope of work:

1. Remove asbestos according to the survey listed above. This does not include replacement of any materials removed. Owner will have all chairs and tables removed from the building prior to the project. This does not include weatherproofing the caulk removal areas. EPS will provide a copy of the waste manifest and the notification to the Owner. EPS will provide an invoice upon completion of the project and full payment will be due upon receipt with no retainage.
2. Owner to disconnect the toilets and sinks and the ceiling will remain until our work is complete.
3. EPS will remove the booths from side to side to facilitate carpet and mastic removal.
4. All booths, the bar and other furnishings removed by EPS will remain in the building for demolition.
5. Anticipated timeframe is 1 to 1.5 weeks in late March or April. Quote for the scope of work described above is $9,400.00. This is considered a fully executed contract after both Owner and EPS signatures are completed below and EPS returns a copy to the Owner.
6. Price per sq ft for west side mastic…..2.00 per sf ft.. At 900 sf possible mastic removal for a total of $1800 additional cost for the west side if needed. A total of Base Bid and West Side would be a new total of 11,200.
7. Our proposal includes all labor, materials, equipment, and disposal necessary to perform the work according to all regulations in effect on this date. Also included are all associated costs for permits, fees, EPS standard certificate of insurance, etc. This quote does not include bid bonds or performance and payment bonds. This quote is for normal weekday work and is not for night, weekend, holiday or summer peak time work. We reserve the right to requote after 60 days.

Sincerely,
Al Sievers
Environmental Property Solutions (EPS) EPS Signature_____ EPS Date Signed _____
10582 Justin Drive, Urbandale, Iowa 50322 Phone – 515-777-1658 Cell – 515-480-3677 al@epsiowa.com
Date of Notice to Proceed - _____
Owner/Rep Printed Name - _____ Owner/Rep Signature to Proceed - _____

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Resolution Approving Personnel Transactions

BACKGROUND:

BUDGETARY CONSIDERATIONS: The items referenced herein are within approved budgets.

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/COMMISION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:
Erik Fisk, Director Human Resources, 515-986-3036, efisk@grimesiowa.gov

Prepared by:	Erik Fisk
Return to:	Erik Fisk

RESOLUTION 03-3324 APPROVING PERSONNEL TRANSACTIONS

Grimes Resolution No. 03-3324

WHEREAS, Steve Tibbles has been offered and accepted the position of Building Division Administrator, with an annual salary of $90,148.20, and a start date of April 1, 2024. While the job duties shall remain the same as that previously authorized, certain additional duties have been added by virtue of recommendations from Fraser Consulting Services, who provided interim Building Official consulting services for the Development Services Department. The job description has also been revised, and pay range adjusted to reflect appropriate benchmarking within the cohort of the City's peers, and a copy of the revised description is attached hereto for approval.

WHEREAS, as a method of managing budget dollars and meeting customer service expectations after opening a new facility, the Library Director, in consultation with the Human Resources Director, has consolidated the funding for two part-time positions, and clarified and expanded job duties to create a full-time position for a Library Associate II, benchmarked, and provided a pay rate for the new position, a copy of which is attached hereto.

WHEREAS, pursuant to duly authorized job description and approved salary range by the City Council, Ben Schoning was hired as Rec Coordinator in the Parks and Recreation Department at the rate of $22.57.

WHEREAS, pursuant to duly authorized job description and approved salary range by the City Council, Katie Lord was hired as Economic Development Director at the annual rate of $136,993.92.

WHEREAS, on February 13, 2024, the City Council passed Resolution 02-1824 Approving an Early Retirement Incentive Plan (ERIP), and the City Administrator received an application for the ERIP incentive from Rochelle Williams on March 18, 2024, executed and in proper and appropriate form, which is submitted to the Council for endorsement and approval and attached hereto.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, the above-mentioned personnel transactions are approved.

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

City of Grimes Job Description
Council Approval:

Title: Library Associate II
Department/Location: Library Circulation / Public Library
FLSA/Pay Status: Hourly
Hourly/Annual Pay: $19.62 - $25.50 / hour
Reports to: Head of Circulation / Youth Services

Position Overview:
Library Associates help patrons use library services, technology, and facilities and perform a variety of circulation, administrative, technical, and other tasks under the direction of the department head and/or Library Director.

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.)

Serve as the main point of contact for library patrons and answer basic reference and directional questions via phone, chat service, email, and in-person to help facilitate a welcoming environment.

Perform circulation duties, such as helping patrons check out and return books; providing input and resources to help patrons find materials; managing patron accounts; and other duties, such as tracking down and locating items, and check-ins and returns.

Assists in technical services, including but not limited to: repairing and processing damaged items; maintaining historical records; assisting with the acquisition and withdrawal processes; and assisting in the Interlibrary Loan process.

Performs tasks using a wide range of technology, including but not limited to specific enterprise library technologies like the library's integrated library system (ILS), and general office technology like word processing and spreadsheets, and digital resources and/or databases.

Enforces library policy, assists in maintaining a clean and well-maintained collection and building, and collects and records daily financial transactions.

Other duties as assigned.

Periodic Duties:
Prepares statistics and reports for all departments of the library.

Assists in the management of the meeting room facilities.

Prepares, organizes, and presents library sponsored classes and programs and special events.

Qualifications:
Education/Experience: High school diploma or GED; one year of college preferred. Must have at least one year of experience working with the public. Prior customer experience preferred.

Licenses/Certifications:
N/A

Skills:
Excellent Customer service skills, phone skills, strong interpersonal skills, and above average computer skills required. Ability to pay close attention to detail, listen carefully, take instruction, and learn procedures quickly is required. Must work well with others.

Knowledge:
Must have basic knowledge of public libraries, databases, online library systems, mathematical and computer skills or ability to gain these skills.

Working Conditions and Physical Requirements:
Must be able to stand and sit for long periods of time and life lift up to 20 pounds occasionally. Must be able to work evenings and weekends within the library building or other buildings as directed by supervisor. Must be able to reach with hands and arms, stand, sit, walk, use hands to finger and grasp, handle, feel or operate objects, tools, or controls and talk or hear. Occasionally climb, balance, stoop, and crouch and/or shovel snow. Must have good vision – far, near, and depth perception. Must be able to file in the correct order. Must report to work when scheduled and on time.

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 of Grimes Job Description
Council Approval:

Title: Building Official

Department/Location: Building Division / Grimes Community Complex

FLSA/Pay Status: Exempt

Hourly/Annual Pay: $90,148.20 - $121,796.20

Reports to: Development Services Director

Position Overview:
Under general direction of the Development Services Director, the Building Official is responsible to develop, administer, and provide oversight for the building and permit, property maintenance and housing programs for the City. Provides oversight for delegated Building Official duties and adopts policies and procedures to aid in the orderly and effective administration of applicable Codes. Also, works closely with all City Departments to review and investigate potential violations of the City Ordinances, policies and regulations.

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.)

Performs Building Official duties and manages Building Division operations by providing general oversight and developing and administering all building, property maintenance, and rental housing programs for the City.

Provides direction and supervision for building inspection and code enforcement staff and input for the development and administration of the Building Division budget.

Assists with the recruitment and hiring, orientation, training, performance management, and discipline of employees in the Building Division in accordance with City policy.

Keeps informed of new building construction methods and materials and makes recommendations for code changes when appropriate; provides assessments and input and seeks input from Building Division staff regarding impact of proposed code changes or updates.

Reviews buildings and sites for conformance with applicable codes and resolves interpretation issues for properties owners, residents and contractors. Evaluates modifications to adopted codes when necessary.

Performs Building Official duties insofar as assisting with the review, updating and development of property maintenance, and building codes.

Provides information and counseling to owners, residents, builders, architects, engineers, attorneys, contractors and developers regarding building code requirements, construction procedures and offers assistance in making application for permits.

Develops and provides oversight and administration to the enforcement process, including investigations of ordinance violations relating to, property maintenance, and building code violations; seeks voluntary compliance where possible, advising on corrections, and issues violation notices and citations where necessary; institutes necessary action to prosecute building code violators and represents the City in legal matters regarding building regulations.

Conducts and oversees the plan and permit review review process for all residential and commercial building permits, accessory permits, licenses and other similar construction approvals.

Conducts and oversees the field inspection process for all improvement projects within the City to ensure that construction is in accordance with the approved plans, specifications, permits, and policies.

Oversees and staffs boards and commissions as necessary and directed by Development Services Director. Performs other duties and responsibilities as may be assigned.

Qualifications:
Education/Experience: Bachelor's Degree in Construction Engineering, Construction Technology, Architecture or similar technical field. Ten (10) years' progressive experience in a similar constructed management field, with field and office work. Equivalent blend of experience and education considered that demonstrates knowledge of local, state and national codes in zoning, electrical, plumbing, mechanical, building and housing. Knowledge of building construction and materials, methods and practices in the trades. Must be able to read and interpret building construction plans, site plans, and topographic maps. Must possess ability to interpret building plans, site plans and specifications to determine conformity to applicable codes and acceptable construction practices.

Licenses/Certifications:
Valid Iowa drivers' license. Certification by the International Code Council (ICC) as a Certified Building Official is required within 3 years of employment date. Certification by the International Code Council (ICC) as Residential and Commercial Electric Inspector is required. Certified Floodplain Manager (CFM) certification preferred.

Skills:
Ability to communicate technical solutions to non-technical people effectively; perform arithmetic, algebraic and geometric calculations to review and analyze construction and basic engineering calculations; establish and maintain an effective working relationship with superiors, co-workers, and the public; and interpret plans, specifications, blueprints and contract documents. Ability to operate personal computer or related equipment and able to maintain clear and concise records and reports.

Knowledge:
See above plus knowledge of legal procedures as it relates to the enforcement of regulatory codes.

Working Conditions and Physical Requirements:
Medium work exerting up to 50lbs of force frequently and/or a negligible amount of force constantly to move objects. Stand or sit; walk; use hands/fingers; climb; stoop, kneel, crouch; talk/hear; see; push or pull; reach; and repetitive motion. Must be able to traverse uneven terrain. Periodic exposure to dust, extreme temperatures, wet/humid conditions, noise, vibration, mechanical hazards, electrical hazards, burn hazards. May also experience confined/poorly lit spaces.

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.

March 18, 2024

City Administrator Jake Anderson, Mayor Mikkelsen, Council Members: Eric Johansen, David Gisch, Andy Borcherding, Laurie DePhillips, and Ryan Burger,

I am formally submitting my retirement from the position of City Clerk/Director of Administrative Services, effective April 5, 2024. After 15 ½ years of service to the City of Grimes I have made the decision to retire and start the next chapter in my life.

I am grateful for the support extended to me. It has been an honor and privilege to serve the City of Grimes.

Sincerely,

Rochelle Williams

Rochelle Williams

City of Grimes
EARLY RETIREMENT INCENTIVE PLAN

The City of Grimes ("City") Early Retirement Incentive Plan ("ERIP" or the "Plan") as described in this document has been approved by the City Council for the City of Grimes. As approved, it applies only to full-time City of Grimes employees who otherwise meet the terms of the ERIP as more fully articulated herein. This ERIP does not vest any rights in any City of Grimes employee whether or not the employee is currently eligible for the ERIP or will at some point outside of the Qualifying Plan Period be eligible for the ERIP.

Purpose

The City Council for the City of Grimes has determined it appropriate to provide a retirement incentive to employees who elect to retire from the City and otherwise qualify under the terms of the ERIP during calendar year 2024.

The purpose of this Plan is to provide the City's employees with the option and opportunity for retirement from their employment with the City. The ERIP is designed to save City funds through a reduction in staff and/or reorganization or replacement savings.

Qualifying Plan Period

The calendar year, commencing on the first day after the passage of this ERIP by the City Council and concluding 11:59 p.m., December 31, 2024, shall be the "Qualifying Plan Period." This Plan will only be offered for those employees who are or will become eligible for the ERIP through the end of calendar year 2024, or by 11:59 p.m., December 31, 2024, and who elect the benefit and perform all steps to qualify for the benefit during the plan availability period.

Plan Duration and Plan Availability Period

This Plan shall be available from the date of its passage through the end of fiscal year 2024, or by 11:59 p.m., June 30, 2024. This shall be referred to as the "Plan Availability Period." Any eligible employee who has not committed their participation to this Plan on or before 11:59 p.m., June 30, 2024, as more fully defined under the terms herein, shall forever lose their opportunity to do so. This Plan will not be offered in fiscal year 2025.

I. REQUIREMENTS FOR QUALIFICATION

A. Employee Eligibility

An "eligible employee" shall be a full-time employee who has completed at least five years of continuous full-time service with no breaks – defined as forty hours per week, full-time status, paid salary or hourly – on or before December 31, 2024, **and** who has either already attained or will attain the age of fifty-five (55) years of age on or before December 31, 2024.

B. Qualifying for Plan

Eligible Employee

An eligible employee qualifies for this Plan upon completion of the following requirements:

1. submission of a written and properly executed Early Retirement Incentive Plan Participation Agreement Application Form (application) to participate in this ERIP before the closing of the Plan Availability Period, addressed to the City Administrator and City Council;

2. submission of a written resignation, such date of final employment and resignation to occur no more than three weeks after its submission, to the City Administrator and City Council on the same date as the submission of the written application to participate in this ERIP; and

3. the City Administrator and City Council's acceptance of the written resignation. The resignation will not be binding unless the employee is eligible and adequately qualifies under the terms of the ERIP and both the City Administrator and City Council accept the employee's resignation. The City Council's acceptance of the written resignation will be considered final action and shall mean that the employee's ERIP application is accepted and that the employee's duties shall end and employment shall terminate on the resignation effective date.

In all cases, completion of the above requirements is realized by receipt and certification by the City Administrator.

II. BENEFITS

A. Benefit Calculation

An eligible employee who submits a written application to participate in this Plan and resignation on or before the Plan Availability Period expires, and the City Council and City Administrator approve the application and resignation, shall receive the ERIP benefit. The amount of the ERIP benefit shall be the sum of the difference between the eligible employee's current wage/salary and the entry point of the eligible employee's wage/salary "cost savings" for an employee's replacement, multiplied by 2. The figure created by the former calculation shall then be increased by the current value of the eligible employee's existing medical leave bank. Such benefit shall be capped at, and shall not under any circumstances exceed, $50,000.

EXAMPLES:

Employee A submits a written and properly executed application to participate in the ERIP before the closing of the Plan Availability Period addressed to the City Administrator and City Council, along with written resignation within the appropriate timeframe. Employee A meets the qualifications of "eligible employee." The City Administrator and City Council accept the application and written resignation. Employee A earns a salary of $75,000, in a position with a starting pay of $65,000. Employee A has a medical leave bank of $1,500. Employee A's ERIP benefit is ($10,000 x 2) + $1,500, for a total of $21,500.

Employee B submits a written and properly executed application to participate in the ERIP before the closing of the Plan Availability Period addressed to the City Administrator and City Council, along with written resignation within the appropriate timeframe. Employee B

meets the qualifications of "eligible employee." The City Administrator and City Council accept the application and written resignation. Employee B earns a salary of $95,000, in a position with a starting pay of $75,000. Employee B has a medical leave bank of $25,500. Employee B's ERIP benefit is $50,000, because the calculation ($20,000 x 2) + $25,500 would be $65,500, and is therefore capped at $50,000.

B. Benefit Payment

Each participating employee's benefit will be paid by check, separate from any final wages and/or PTO or other payout or reimbursement, and only after the conclusion of employment, the City's receipt of the signed Early Retirement Incentive Plan Participation Receipt and Waiver and the Early Retirement Incentive Plan Participation Agreement Waiver and Release, and the completion of any waiting or other period set forth in the Plan or related documents. The benefit is subject to state and federal taxes.

III. EMPLOYEE RIGHTS

In the event this Plan is altered or discontinued, whether under its terms or by subsequent City Council action, persons who separate from employment with the City under the Plan's terms shall receive the benefit in effect and authorized by the City Council at the time the employee's letter of resignation was officially accepted.

The adoption of this Plan shall not vest any rights in any City of Grimes employee whether or not the employee is currently eligible for the ERIP or will at some point outside of the Qualifying Plan Period be eligible for the ERIP, nor shall the City be obligated to provide any Plan benefits to any employee after the expiration date of this Plan, except to those participants who both qualified under and who have submitted their application and written resignation pursuant to the terms of the Plan.

All employees qualifying under and receiving a copy of the Plan are encouraged to consult an attorney of their choosing to answer questions prior to signing the ERIP Agreement, or any related ERIP documents.

IV. STATUS OF ERIP PARTICIPANTS

An employee who elects to participate in the Plan ("Participant") shall become a retired employee, and be entitled to such rights and privileges otherwise available under the law and the current effective policies of the City of Grimes.

Participants shall not be eligible for rehire in any capacity with the City, nor shall the City be required to consider any application for employment from a Participant.

Each Participant must specifically agree to hold the City harmless and release it from any and all claims or causes of action related to their employment, as well as an acknowledgement that they will not submit of application for employment or otherwise attempt for reemployment with the City. No Participant shall be precluded in any way from accepting any form of employment with any employer other than the City after the Participant's final date of employment with the City.

EXHIBIT A

City of Grimes

EARLY RETIREMENT INCENTIVE PLAN
PARTICIPATION AGREEMENT APPLICATION FORM

I, the undersigned, do hereby submit my formal application for participation in the City of Grimes Early Retirement Incentive Plan ("ERIP").

As part of my application, I have herewith submitted my formal resignation, such date of final employment and resignation to occur no more than three weeks after its submission, to the City Administrator and City Council on the same date as the submission of this written application. It is my understanding that this application and my resignation shall be acted upon promptly by the City Council and, provided I meet all requirements under the terms of the Plan, my application will be approved. If I do not meet the qualifications and requirements of this Plan, my application and resignation shall both be rejected.

Rochelle Williams — March 18, 2024
Employee (Signature) — Date

Rochelle Williams
Employee (Print Name)

✓ Application received by the City of Grimes on March 18, 2024.
✓ Resignation received by the City of Grimes on March 18, 2024.

[signature] — March 20, 2024
City Administrator — Date

Resignation accepted effective April 5, 2024 and Early Retirement Incentive Plan Participant approved by the City Council for the City of Grimes on March 26, 2024.

[signature] — March 20, 2024
City Administrator — Date

EXHIBIT B

City of Grimes

EARLY RETIREMENT INCENTIVE PLAN
PARTICIPATION AGREEMENT RECEIPT AND WAIVER

I, Rochelle Williams, state that I have received a copy of the Early Retirement Incentive Plan ("ERIP") from a representative of the City of Grimes on the 21 day of Feb, 20 24. Upon receipt of these documents, I was informed that I have forty-five (45) days in which to consider these documents and agree that the forty-five (45) day period in which to consider these documents expires on the 5 day of April, 20 24.

I also state that I was advised in writing of the right to consult with an attorney regarding the terms and conditions and the benefits to be provided under the ERIP prior to signing an agreement of any time.

Despite the foregoing, if this is dated before the expiration of the above-mentioned forty-five (45) day period, I have voluntarily chosen to waive the forty-five (45) day time period to consider participating in the City's ERIP and have decided to participate in the ERIP by signing the appropriate documents to participate in the ERIP before the above-mentioned forty-five (45) day period has expired.

Rochelle Williams
Employee

March 18, 2024
Date

Rochelle Williams
Employee (Print Name)

STATE OF IOWA)
ss:)
COUNTY OF POLK)

On this 18 day of March, 2024, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared Rochelle Williams, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA
OLIVIA DEYOUNG
Commission Number 727975
My Commission Expires
4-19-2025

Olivia DeYoung
NOTARY PUBLIC, STATE OF IOWA

EXHIBIT C

City of Grimes

EARLY RETIREMENT INCENTIVE PLAN
PARTICIPATION AGREEMENT WAIVER AND RELEASE

Whereas, the City of Grimes City Council has approved and offered an Employee Retirement Incentive Plan (hereafter "ERIP") to a class of its employees, of which the undersigned retirement participant (hereafter "Participant") is a member; and

Whereas, the Participant has been determined to be an employee, eligible for the ERIP as described in the separate ERIP document attached hereto and incorporated wholly herein by reference;

Whereas, the Participant has completed and/or hereby agrees to complete all actions and certifications required to become qualified for the ERIP during the current calendar year;

Now, therefore, the Participant identified in the signature line below (hereafter "Participant") and City of Grimes (hereafter "City") hereby agree to this Early Retirement Incentive Plan Participation Agreement Waiver and Release (hereafter "Agreement") as follows:

1. The City will provide to the Participant all Retirement Incentive Plan Benefits described in the ERIP. All relevant federal and state taxes will be deducted from the benefit payment. The City makes no representation regarding legality or regulatory compliance of the Plan and further makes no representations related to the tax implications for Participant arising out of Participant's receipt of benefits under the Plan.

2. The Participant will become a retired employee of the City as of the final date of employment set forth in said Participant's letter of resignation, or April 5, 20 24. Participant acknowledges that Participant is not eligible for rehire in any capacity with the City, and that the City is not required to consider any further application for employment from Participant.

3. In further consideration for the benefits provided as part of the City of Grimes' Early Retirement Incentive Plan, the Participant releases and waives all claims, whether known or unknown, arising out of or in the course of the employment relationship between the Participant and the City of Grimes; and specifically releases and waives any and all claims whether known or unknown relating to the Iowa Civil Rights Act, Iowa Code Chapter 216; Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act (ADEA); the Older Workers Benefit Protection Act (OWBPA); the Americans with Disabilities Act (ADA); the ADA Amendments Act (ADAAA); the Employee Retirement Income Security Act (ERISA); or any other claim of discrimination whether based on age or otherwise that the employee could claim against the City at the time of signing this Agreement. The Participant specifically does not waive any rights or claims that may arise after the date this Agreement is signed.

Participant covenants Participant will not sue or allow any suit to be brought on Participant's behalf against the City of Grimes, including any claim for monetary damages filed by Participant or any other person or entity on Participant's behalf, with the exception of enforcement of any rights set forth in this Agreement. This release and waiver shall apply to the City of Grimes, its affiliates, officials, City Council Members, Mayor, other directors, department heads, officers, consultants, employees, representatives, insurers, reinsurers, and attorneys, or any of them collectively.

The Participant agrees that this release and waiver can in no way be used against the City as any admission of liability of any kind. Furthermore, Participant agrees to indemnify and hold the City harmless for any breach of this agreement to release and waive claims, whether known or unknown, against the City of Grimes. This Agreement does not prevent Participant from filing a complaint with federal or state agencies, if, and to the extent that such right cannot be legally waived; however, Participant specifically waives Participant's right to recover any damages or other relief if a claim were ever brought against the City by any local, state, or federal agency on his behalf under Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, the Older Workers' Benefit Protection Act, or any other federal, state, or local law or regulation, except as may be prohibited by law.

4. The Participant and City agree that if any clause of this Agreement is found to be invalid it shall not affect the validity of any other of its terms or provisions.

5. This document contains the entire agreement between the parties and can only be modified by a subsequent written agreement signed by both parties.

6. The Participant acknowledges that s/he has been given at least forty-five (45) days in which to consider the desirability of signing this waiver and release.

7. The Participant acknowledges that his/her signature is given voluntarily and without threat or promise of additional benefit in consideration for that signature other than the consideration listed in this Agreement.

8. The Participant acknowledges that s/he was advised in writing of the right to consult with an attorney regarding the terms and conditions and the benefits that will be provided through the ERIP and this Agreement prior to signing this Agreement. Furthermore, the parties, each and separately, acknowledge that the Participant has a right to revoke this Early Retirement Incentive Plan Participation Agreement Waiver and Release without recourse for a period of seven (7) calendar days after signing the Agreement. To be effective, any rescission must be in writing and delivered to the City's attorney, Thomas Henderson, 699 Walnut Street, Suite 2000, Des Moines, Iowa 60309, by hand or by mail within the relevant period. If sent by mail, the rescission must be (1) postmarked by the relevant period; (2) properly addressed to Thomas Henderson; (3) sent by certified mail, return receipt requested; and (4) delivered

contemporaneously by email notification to Thomas Henderson at henderson@whitfieldlaw.com. This Agreement shall not become effective or enforceable until this seven (7) day revocation period has fully expired. Any payments or benefits contemplated herein shall not commence prior to the expiration of the seven (7) day waiting period.

IN WITNESS WHEREOF, the parties have set their respective hand this 18 day of March 2024.

Rochelle Williams
Participant

March 18, 2024
Date

Rochelle Williams
Participant (Print Name)

STATE OF IOWA)
ss:)
COUNTY OF POLK)

On this 18 day of March, 2024, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared Rochelle Williams, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA
OLIVIA DEYOUNG
Commission Number 727975
My Commission Expires
4-19-2025

NOTARY PUBLIC, STATE OF IOWA

Scott Mikkelsen, Mayor

Date

STATE OF IOWA)
ss:)
COUNTY OF POLK)

On this _____ day of _____ 20__, before me, the undersigned, a Notary Public For the State Of Iowa, personally appeared Scott Mikkelsen, to me personally known, who being by me duly sworn, did say that he is the Mayor of the City Council for the City of Grimes; that said instrument was signed on behalf of said municipal corporation by authority of its City Council; and that the said Mayor as such officer, acknowledges the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

_____

NOTARY PUBLIC, STATE OF IOWA

ATTEST: _____

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Resolution Approving Offer to Purchase and Agreement - NW County Line Road Water Main - Joann Noble/Bohrofen Farms Inc

BACKGROUND: With the development of the plans for Phase 1A Water System Improvements , it has been determined that certain easements will be necessary to construct the project. The City has initiated condemnation proceedings, however the City was able to come to an agreement with the property owner prior to any hearings or actions by the Court.

The offer indicates that the City will pay a total of $21,100 for the permanent and temporary easements. The owner has reviewed the offer and accepted it.

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/COMMISION ACTIONS:

STAFF RECOMMENDATION:

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

Prepared by: Alex Pfaltzgraff
Return to: Alex Pfaltzgraff

RESOLUTION 03-3424 APPROVING OFFER TO PURCHASE AND AGREEMENT - NW COUNTY LINE ROAD WATER MAIN - JOANN NOBLE/BOHROFEN FARMS INC.

Grimes Resolution No. 03-3424

WHEREAS, the City of Grimes is developing plans to construct the Grimes Phase 1A Water System Improvements (the “Project”) and has determined that certain easements are necessary in order to construct the Project; and

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

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

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

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

Prepared by/Return to: Alex Pfaltzgraff, City of Grimes, 410 SE Main Street, Unit 102, Grimes, IA 50111 515.986.4050

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

PARCEL NO. **0825400004 and 0825400002**
COUNTY: **Dallas County**
PROJECT NO. **N/A**
PROJECT NAME: **NW County Line Road Water Main**

TO: **Joann Nobel/Bohrofen Farms Inc**

On this 20th day of March 2024, the City of Grimes, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy the real estate situated in Dallas County, Iowa, and legally described on the attached **Easement Exhibit. This offer shall terminate on 30 days from offer date.** If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. **SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises as described on EXHIBIT A and which include the following buildings, improvements and other property: LAND ONLY. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.**

2. **Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.**

3. **Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.**

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
$ _____	on right of possession	_____
$ _____	on conveyance of title	_____
$ _____	on surrender of possession	_____
$ 21,100.00	on possession and conveyance	Within 30 Days of BUYER Approval
		_____
		_____
$ 21,100.00	TOTAL LUMP SUM	

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

Land by Fee Title	0	sq.ft.	$ 0.0
Underlying Fee Title	0	sq.ft.	$ 0.00
Permanent Easement	45,253	sq.ft.	$ 17,500.00
Temporary Easement(s)	47,091	sq.ft.	$ 3,600.00
Landscaping/Other			$ 0.00
Total			$ 21,100.00

Additional Damages None

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

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: ED SCHAFER Insert Tenant

5. Each page and each attachment is by this reference made part hereof.

6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: None

7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.

9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa.

12. BUYER hereby agrees to additionally warrant the project against any defects against the property as a result of the project for a period of one year following the completion and acceptance of the project. Defects may include, but are not limited to insufficient seeding/stabilization or settling of the property within the easement.

13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: None

14. BUYER shall be responsible for the removal and relocation of any fences.

15. BUYER shall be responsible for all restoration disturbed area within the easements.

16. SELLER agrees to cooperate with BUYER in removing liens and encumbrances in order to convey marketable title to BUYER in conformity with Iowa law and the Title Standards of the Iowa State Bar Association. If possession and conveyance are delayed due to SELLER's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. SELLER understands that if necessary property rights cannot be acquired by voluntary purchase, BUYER may initiate action to acquire the property interests contemplated in this Agreement under power of eminent domain.

17. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the conveyance documents for this purpose.

18. This Agreement shall not be binding until it has received the final approval by Resolution of the Grimes City Council.

19. GENERAL PROVISIONS.

    a. This Agreement contains the entire agreement of the parties and no waiver, modification, release, or cancellation of this Agreement or any portion of this Agreement shall be binding unless evidenced by writing.
    b. This Agreement shall be binding on the heirs, personal representatives, assigns, and successors of the parties.
    c. This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of Iowa.

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

X Joann Noble
By: JOANN NOBLE
Marital Status: Single

X Joann Noble, Bothroff Farms Inc.
By: JOANN NOBLE / BOTHROFF FARMS
Marital Status: PRESIDENT
TITLE

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 20th day of March, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared JOANN NOBEE,

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

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

(NOTARY SEAL) _____ (Sign in Ink)
ALEX PFALTZGRAFF (Print/Type Name)
Notary Public in and for the State of Iowa

CAPACITY CLAIMED

BY SIGNER:
X INDIVIDUAL
X CORPORATE
Title(s) of Corporate Officer(s):
_____
_____
__ Corporate Seal is affixed
__ No Corporate Seal procured
_ PARTNER(s): __ Limited Partnership
__ General Partnership
_ ATTORNEY-IN-FACT
_ EXECUTOR(s) or TRUSTEE(s)
_ GUARDIAN(s) or CONSERVATOR(s)
_ OTHER: _____
SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies)
_____
_____
_____

NOTARIAL SEAL IOWA
ALEX PFALTZGRAFF
Commission Number 833217
My Commission Expires
July 20, 2024

BUYER'S APPROVAL

_____
Signed by: Scott Mikkelsen (Date)

_____
Attested by: Rochelle Williams (Date)

BUYER'S ACKNOWLEDGMENT

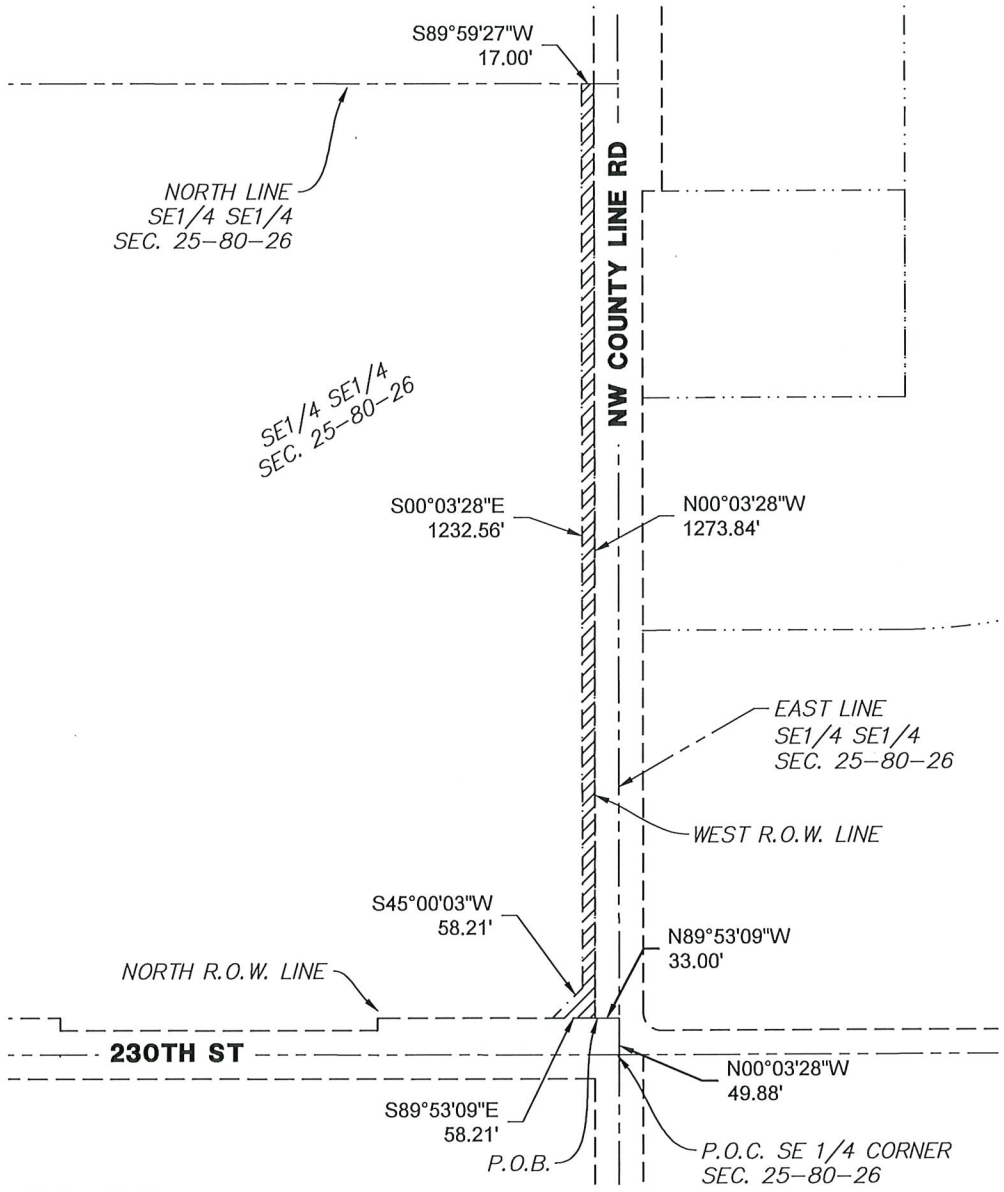
STATE OF _____ }
COUNTY OF _____ } ss:

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

_____
Notary Public in and for the State of Iowa

EXHIBIT '04'

PERMANENT PUBLIC UTILITY EASEMENT



LEGAL DESCRIPTION:

A PERMANENT PUBLIC UTILITY EASEMENT BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF GRIMES, DALLAS COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 25, THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, NORTH 00°03'28" WEST A DISTANCE OF 49.88 FEET; THENCE NORTH 89°53'09" WEST ALONG AN EXTENSION OF THE NORTHERLY RIGHT OF WAY LINE OF 230TH STREET A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING ON SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 00°03'28" WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF NW COUNTY LINE ROAD 1273.84 FEET; THENCE SOUTH 89°59'27" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 17.00 FEET; THENCE SOUTH 00°03'28" EAST, 1232.56 FEET; THENCE SOUTH 45°00'03" WEST A DISTANCE OF 58.21 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 230TH STREET; THENCE SOUTH 89°53'03" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 58.21 FEET TO THE POINT OF BEGINNING; SAID EASEMENT CONTAINS 22,478 SQUARE FEET AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

N
NORTH

0 100 200
(IN FEET)
1 inch =200 ft.

LICENSED LAND SURVEYOR
JOHN DEWEY
23252
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: _____ DATE: _____
JOHN DEWEY

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
PAGES OR SHEETS COVERED BY THIS SEAL: This sheet
DATE SURVEYED: 1/19/23

LEGEND

- PROPERTY LINE
- SECTION LINE
- ROW LINE
- EASEMENT AREA

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COUNTY LINE ROAD
WATER MAIN

GRIMES/IA
DALLAS COUNTY
211186
02/02/2023

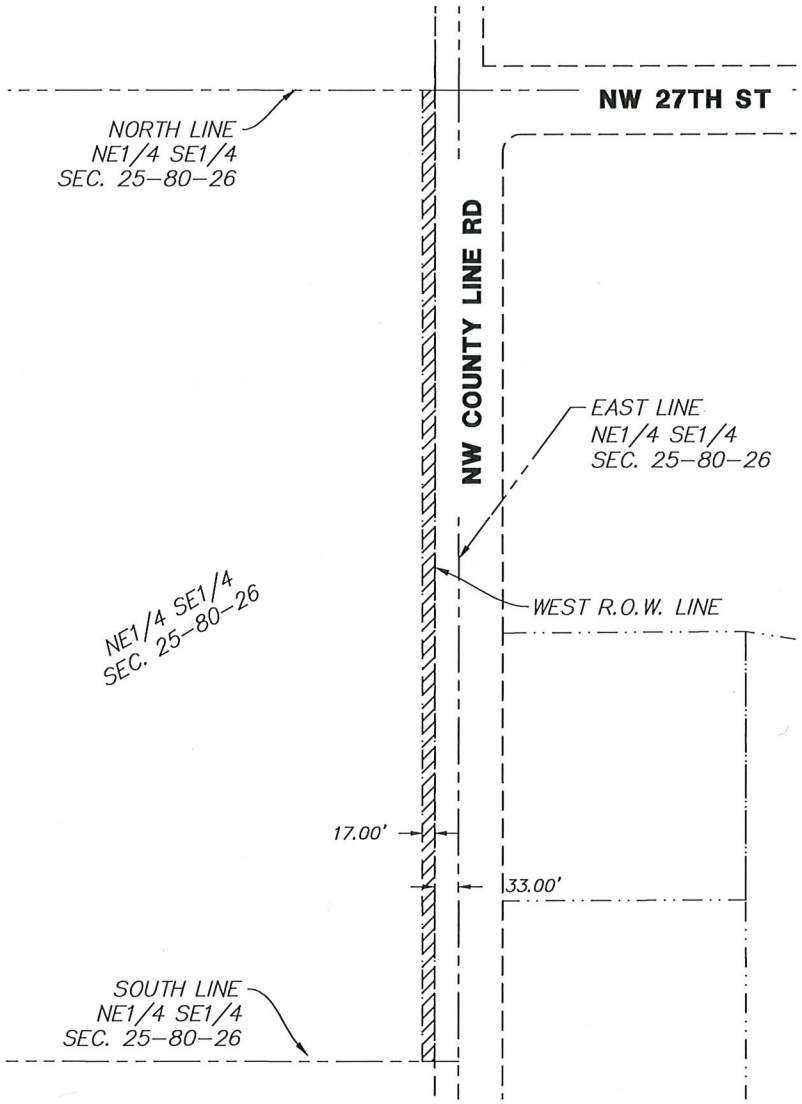
ENGINEER A. POTTER
DRAWN BY A. FULLER
SURVEYOR J. DEWEY
CREW CHIEF

SKETCH NO.
PUE-04

DRAWING PATH: P:\211186-01004-Drawings_Survey\211186-Easements.dwg PLOT DATE: 02/8/2023 7:52 AM PLOTTED BY: JOHN DEWEY

EXHIBIT '05'

PERMANENT PUBLIC UTILITY EASEMENT



LEGAL DESCRIPTION:

A PERMANENT PUBLIC UTILITY EASEMENT BEING THE WEST 17.00 FEET OF THE EAST 50.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF GRIMES, DALLAS COUNTY, IOWA. SAID EASEMENT CONTAINS 22,505 SQUARE FEET AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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(IN FEET)
1 inch =200 ft.

LICENSED LAND SURVEYOR
JOHN DEWEY 23252
IOWA

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SIGNATURE: _____ DATE: _____
JOHN DEWEY

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
PAGES OR SHEETS COVERED BY THIS SEAL: This sheet
DATE SURVEYED: 1/19/23

LEGEND

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- SECTION LINE
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DALLAS COUNTY
211186
02/02/2023

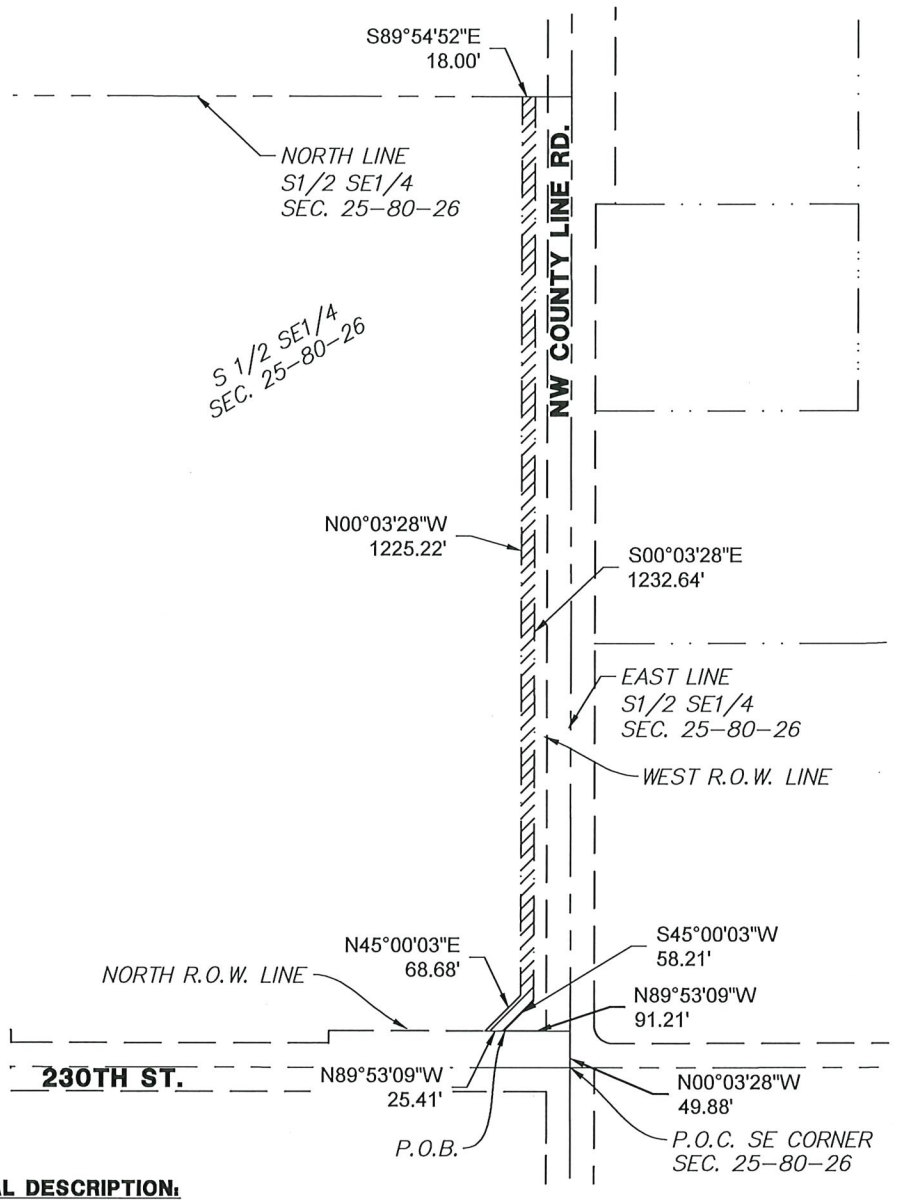
ENGINEER A. POTTER
DRAWN BY A. FULLER
SURVEYOR J. DEWEY
CREW CHIEF

SKETCH NO.
PUE-05

DRAWING PATH: P:\211186-010104-Drawings_Survey\211186-Easements.dwg PLOT DATE: 02/8/2023 7:52 AM PLOTTED BY: JOHN DEWEY

EXHIBIT 'TE04'

TEMPORARY CONSTRUCTION EASEMENT



LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT BEING PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF GRIMES, DALLAS COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 25, THENCE ALONG THE EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER, NORTH 00°03'28" WEST A DISTANCE OF 49.88 FEET; THENCE ALONG AN EXTENSION OF THE NORTHERLY RIGHT OF WAY LINE OF 230TH STREET NORTH 89°53'09" WEST A DISTANCE OF 91.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, NORTH 89°53'09" WEST, A DISTANCE OF 25.41 FEET; THENCE NORTH 45°00'03" EAST A DISTANCE OF 68.68 FEET; THENCE NORTH 00°03'28" WEST, 1225.22 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER; THENCE ALONG SAID NORTH LINE, SOUTH 89°54'52" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 00°03'28" EAST A DISTANCE OF 1232.64 FEET; THENCE SOUTH 45°00'03" WEST A DISTANCE OF 58.21 FEET TO THE POINT OF BEGINNING; SAID EASEMENT CONTAINS 23,263 SQUARE FEET AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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NORTH

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(IN FEET)
1 inch =200 ft.

LICENSED LAND SURVEYOR
JOHN DEWEY 23252
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: _____ DATE: _____
JOHN DEWEY

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET
DATE SURVEYED: 1/19/2023

LEGEND
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- SECTION LINE
- ROW LINE
- EASEMENT AREA

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DALLAS COUNTY
211186
02/02/2023

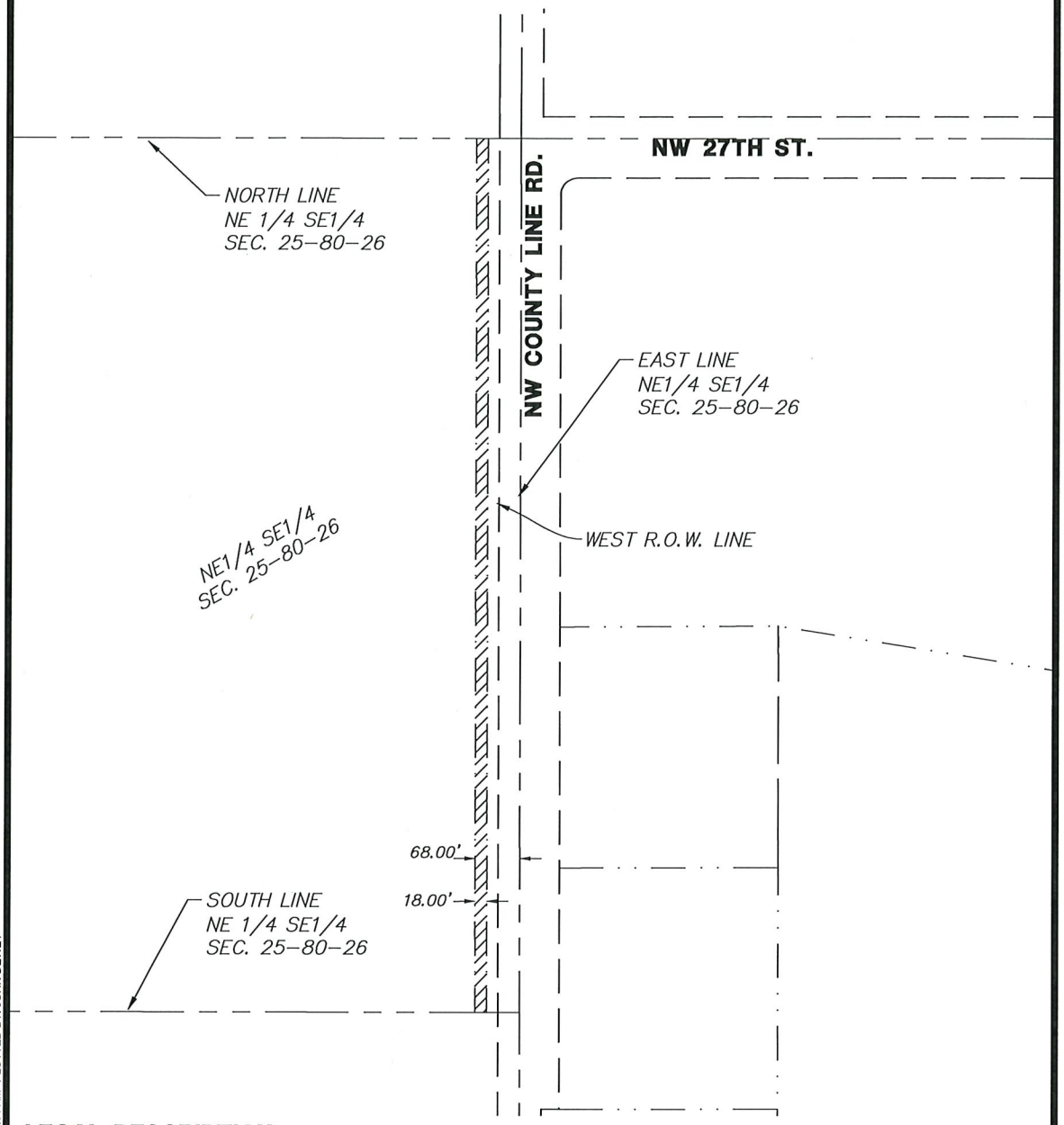
ENGINEER A. POTTER
DRAWN BY A. FULLER
SURVEYOR J. DEWEY
CREW CHIEF

SKETCH NO.
TCE-04

DRAWING PATH: P:\211186-010104-Drawings_Survey\211186-Temporary Easements.dwg PLOT DATE: 02/9/2023 10:01 AM PLOTTED BY: JOHN DEWEY

EXHIBIT 'TE05'

TEMPORARY CONSTRUCTION EASEMENT



LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT BEING THE WEST 18.00 FEET OF THE EAST 68.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF GRIMES, DALLAS COUNTY, IOWA. SAID EASEMENT CONTAINS 23,828 SQUARE FEET AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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(IN FEET)
1 inch =200 ft.

LEGEND

- PROPERTY LINE
- SECTION LINE
- ROW LINE
- EASEMENT AREA

LICENSED LAND SURVEYOR
JOHN DEWEY
23252
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: _____ DATE: _____
JOHN DEWEY

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET
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GRIMES/IA
DALLAS COUNTY
211186
02/02/2023

ENGINEER A. POTTER
DRAWN BY A. FULLER
SURVEYOR J. DEWEY
CREW CHIEF CREWCHIEF
SKETCH NO.
TCE-05

DRAWING PATH: P:\211186-01004-Drawings_Survey\211186-Temporary Easements.dwg PLOT DATE: 02/9/2023 10:01 AM PLOTTED BY: JOHN DEWEY

Preparer Information

Alex Pfaltzgraff 410 SE Main Street, Unit 102 Grimes, IA 50111 515-986-4050

When Recorded Return to:

Rochelle Williams 101 NE Harvey Street Grimes, IA 50111 515-986-3060

WATER MAIN EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF GRIMES, IOWA, a municipal corporation (hereinafter called "City"), a perpetual easement and right-of-way under, over, on, through, across and within the following described real estate:

See Exhibit A

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a water main, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area.

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

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED**. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City.

2. **CHANGE OF GRADE PROHIBITED**. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The

City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. **RIGHT OF ACCESS**. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. **MAINTENANCE**. The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.

5. **PROPERTY TO BE RESTORED**. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

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

7. **EASEMENT BENEFIT**. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

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

9. **CONSENT AND SUBORDINATION OF MORTGAGE HOLDER.** _____ is the holder of a Real Estate Mortgage dated _____, and recorded _____, in Book _____ on Page _____ of the Polk County records. By signing this Agreement, _____, its successors and assigns consents to the terms of this easement agreement and

hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

10. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this ____ day of _____, 2024.

_____

By_____

Name: _____
Title: _____

Appropriate Notary Added Here (for Grantor)

Consented to by _____

By _____

Name: _____
Title: _____

Appropriate Notary Added Here (for Mortgagee)

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

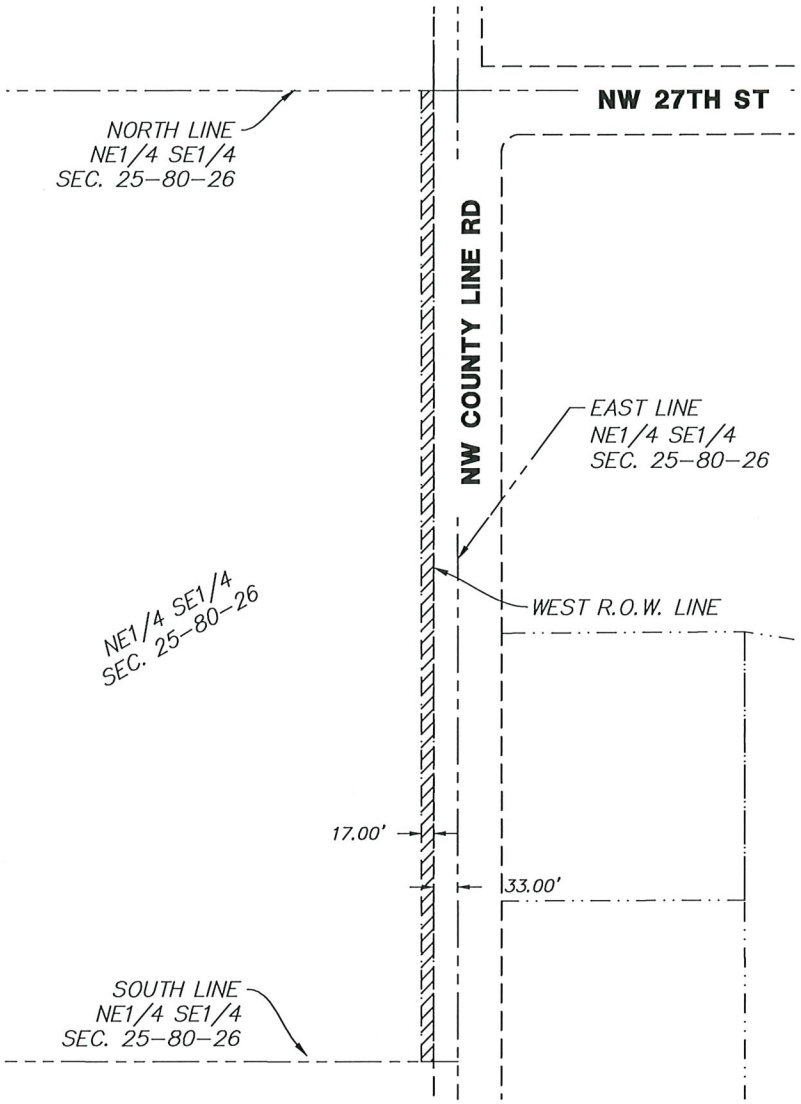
I, _____, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the _____ day of _____, 20__, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2024.

_____
City Clerk of Grimes, Iowa

EXHIBIT '05'

PERMANENT PUBLIC UTILITY EASEMENT



LEGAL DESCRIPTION:

A PERMANENT PUBLIC UTILITY EASEMENT BEING THE WEST 17.00 FEET OF THE EAST 50.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF GRIMES, DALLAS COUNTY, IOWA. SAID EASEMENT CONTAINS 22,505 SQUARE FEET AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

N
NORTH

0 100 200
(IN FEET)
1 inch =200 ft.

LICENSED LAND SURVEYOR
JOHN DEWEY 23252
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: _____ DATE: _____
JOHN DEWEY

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
PAGES OR SHEETS COVERED BY THIS SEAL: This sheet
DATE SURVEYED: 1/19/23

LEGEND

- PROPERTY LINE
- SECTION LINE
- ROW LINE
- EASEMENT AREA

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REVISIONS
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COUNTY LINE ROAD
WATER MAIN

GRIMES/IA
DALLAS COUNTY
211186
02/02/2023

ENGINEER A. POTTER
DRAWN BY A. FULLER
SURVEYOR J. DEWEY
CREW CHIEF

SKETCH NO.
PUE-05

DRAWING PATH: P:\211186-010\04-Drawings_Survey\211186-Easements.dwg PLOT DATE: 02/8/2023 7:52 AM PLOTTED BY: JOHN DEWEY

Preparer Information

Alex Pfaltzgraff 410 SE Main Street, Unit 102 Grimes, IA 50111 515-986-4050

When Recorded Return to:

Rochelle Williams 101 NE Harvey Street Grimes, IA 50111 515-986-3060

WATER MAIN EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF GRIMES, IOWA, a municipal corporation (hereinafter called "City"), a perpetual easement and right-of-way under, over, on, through, across and within the following described real estate:

See Exhibit A

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a water main, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area.

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

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED**. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City.

2. **CHANGE OF GRADE PROHIBITED**. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The

City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. **RIGHT OF ACCESS**. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. **MAINTENANCE**. The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.

5. **PROPERTY TO BE RESTORED**. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

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

7. **EASEMENT BENEFIT**. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

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

9. **CONSENT AND SUBORDINATION OF MORTGAGE HOLDER**. _____ is the holder of a Real Estate Mortgage dated _____, and recorded _____, in Book _____ on Page _____ of the Polk County records. By signing this Agreement, _____, its successors and assigns consents to the terms of this easement agreement and

hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

10. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this ____ day of _____, 2024.

_____

By_____

Name: _____
Title: _____

Appropriate Notary Added Here (for Grantor)

Consented to by _____

By _____

Name: _____
Title: _____

Appropriate Notary Added Here (for Mortgagee)

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

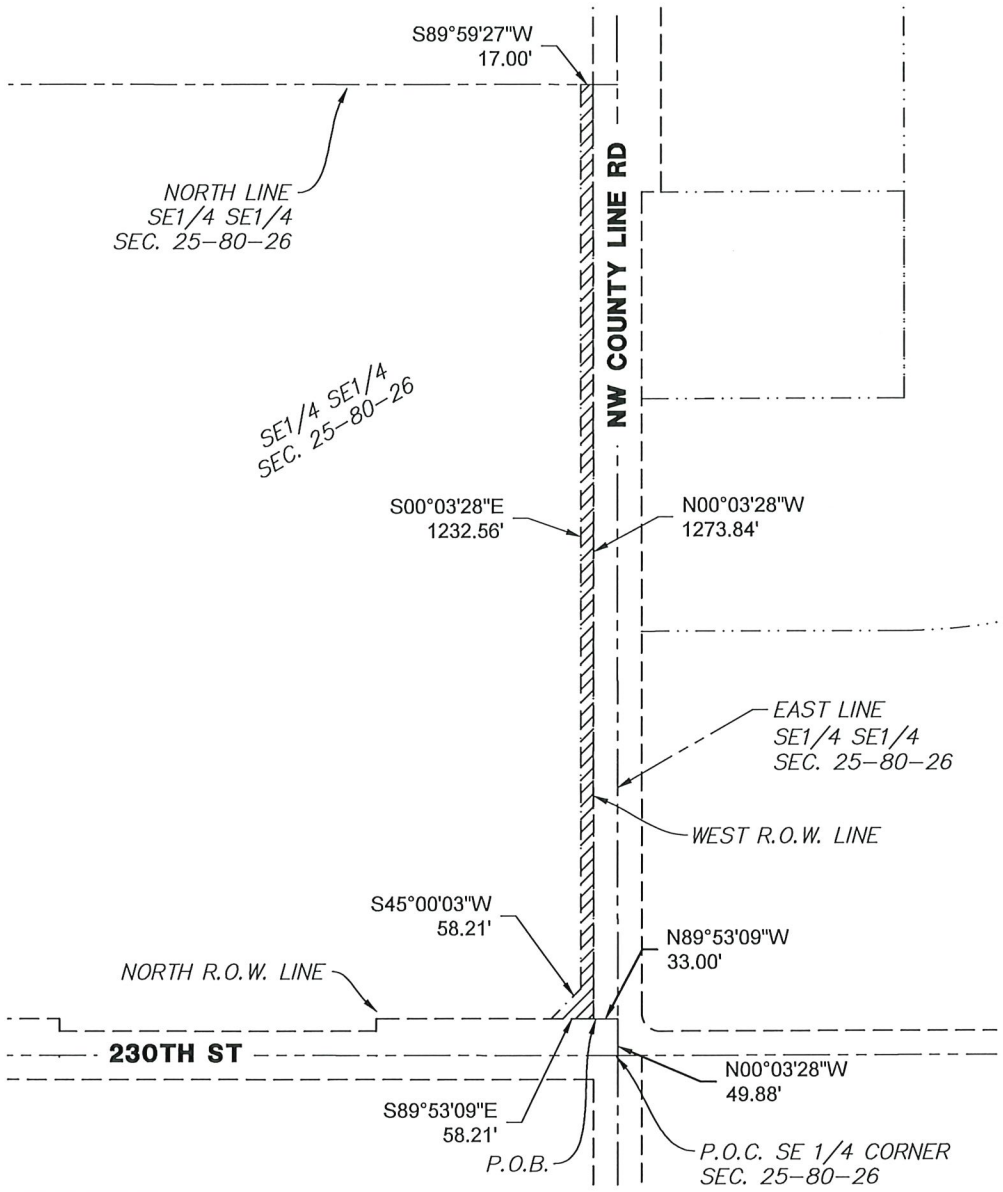
I, _____, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the _____ day of _____, 20__, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2024.

_____
City Clerk of Grimes, Iowa

EXHIBIT '04'

PERMANENT PUBLIC UTILITY EASEMENT



LEGAL DESCRIPTION:

A PERMANENT PUBLIC UTILITY EASEMENT BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF GRIMES, DALLAS COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 25, THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, NORTH 00°03'28" WEST A DISTANCE OF 49.88 FEET; THENCE NORTH 89°53'09" WEST ALONG AN EXTENSION OF THE NORTHERLY RIGHT OF WAY LINE OF 230TH STREET A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING ON SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 00°03'28" WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF NW COUNTY LINE ROAD 1273.84 FEET; THENCE SOUTH 89°59'27" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 17.00 FEET; THENCE SOUTH 00°03'28" EAST, 1232.56 FEET; THENCE SOUTH 45°00'03" WEST A DISTANCE OF 58.21 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 230TH STREET; THENCE SOUTH 89°53'03" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 58.21 FEET TO THE POINT OF BEGINNING; SAID EASEMENT CONTAINS 22,478 SQUARE FEET AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

N
NORTH

0 100 200
(IN FEET)
1 inch =200 ft.

LICENSED LAND SURVEYOR
JOHN DEWEY 23252
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: _____ DATE: _____
JOHN DEWEY

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
PAGES OR SHEETS COVERED BY THIS SEAL: This sheet
DATE SURVEYED: 1/19/23

LEGEND

- PROPERTY LINE
- SECTION LINE
- ROW LINE
- EASEMENT AREA

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COUNTY LINE ROAD
WATER MAIN
GRIMES/IA
DALLAS COUNTY
211186
02/02/2023

ENGINEER A. POTTER
DRAWN BY A. FULLER
SURVEYOR J. DEWEY
CREW CHIEF
SKETCH NO. PUE-04

DRAWING PATH: P:\211186-010104-Drawings_Survey\211186-Easements.dwg PLOT DATE: 02/8/2023 7:52 AM PLOTTED BY: JOHN DEWEY

TEMPORARY CONSTRUCTION EASEMENT

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

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

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

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

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

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

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

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

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

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

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this ___ day of _____, 2024.

GRANTOR:

_____ By:

_____ By:

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the
State of Iowa
My commission expires:_____

STATE OF IOWA)

) SS
COUNTY OF POLK)

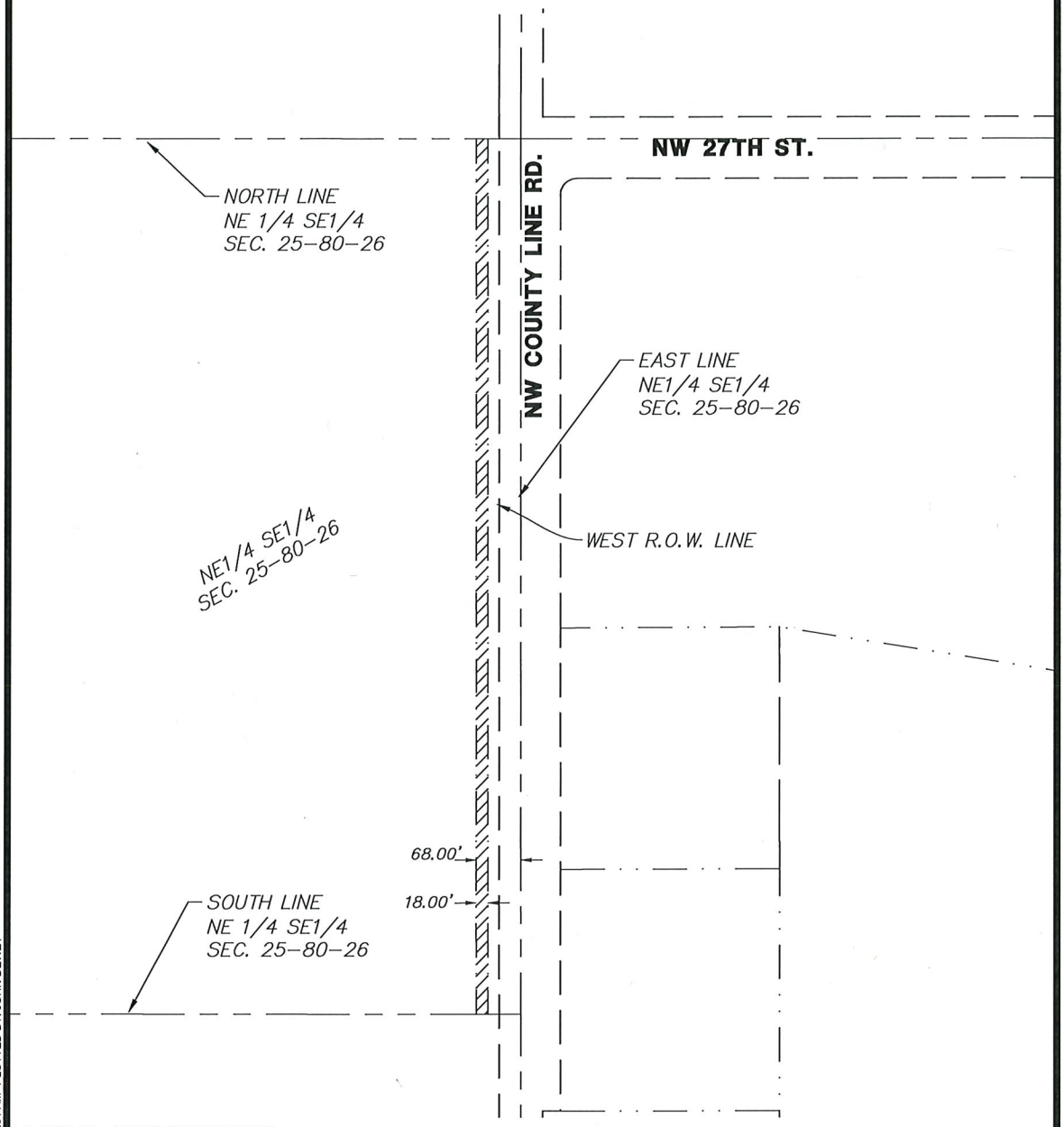
I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the _____ day of _____, 2024, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2024.

_____
Rochelle Williams
City Clerk of City of Grimes, Iowa

EXHIBIT 'TE05'

TEMPORARY CONSTRUCTION EASEMENT



LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT BEING THE WEST 18.00 FEET OF THE EAST 68.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF GRIMES, DALLAS COUNTY, IOWA. SAID EASEMENT CONTAINS 23,828 SQUARE FEET AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

N
NORTH

0 100 200
(IN FEET)
1 inch =200 ft.

LICENSED LAND SURVEYOR
JOHN DEWEY 23252
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: _____ DATE: _____
JOHN DEWEY

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET
DATE SURVEYED: 1/19/2023

LEGEND
- PROPERTY LINE
- SECTION LINE
- ROW LINE
- EASEMENT AREA

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COUNTY LINE ROAD
WATER MAIN
GRIMES/IA
DALLAS COUNTY
211186
02/02/2023

ENGINEER A. POTTER | DRAWN BY A. FULLER
SURVEYOR J. DEWEY | CREW CHIEF CREWCHIEF
SKETCH NO. TCE-05

DRAWING PATH: P:\211186-010104-Drawings_Survey\211186-Temporary Easements.dwg PLOT DATE: 02/9/2023 10:01 AM PLOTTED BY: JOHN DEWEY

TEMPORARY CONSTRUCTION EASEMENT

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

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

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

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

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

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

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

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

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

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

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this ___ day of _____, 2024.

GRANTOR:

_____ By:

_____ By:

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the
State of Iowa
My commission expires:_____

STATE OF IOWA)

) SS
COUNTY OF POLK)

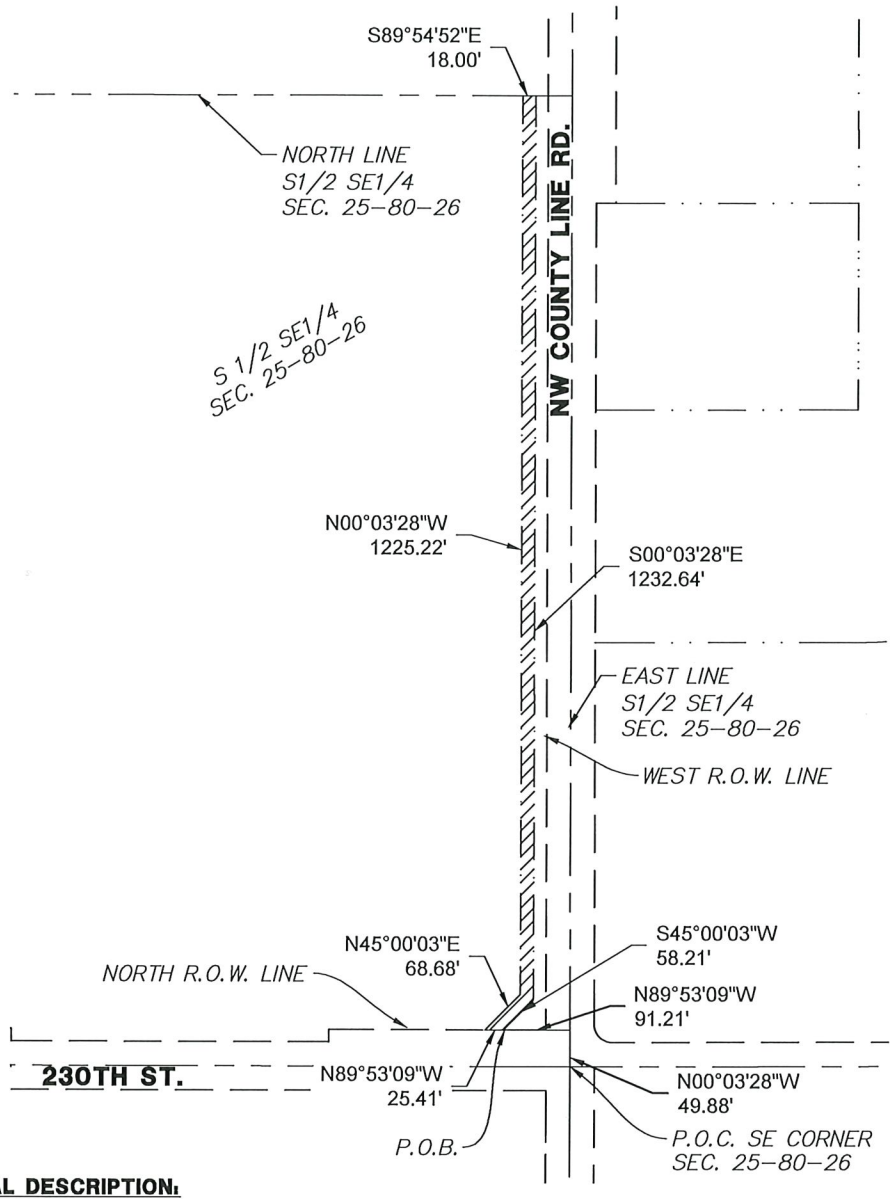
I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the _____ day of _____, 2024, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2024.

_____
Rochelle Williams
City Clerk of City of Grimes, Iowa

EXHIBIT 'TE04'

TEMPORARY CONSTRUCTION EASEMENT



LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT BEING PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF GRIMES, DALLAS COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 25, THENCE ALONG THE EAST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER, NORTH 00°03'28" WEST A DISTANCE OF 49.88 FEET; THENCE ALONG AN EXTENSION OF THE NORTHERLY RIGHT OF WAY LINE OF 230TH STREET NORTH 89°53'09" WEST A DISTANCE OF 91.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, NORTH 89°53'09" WEST, A DISTANCE OF 25.41 FEET; THENCE NORTH 45°00'03" EAST A DISTANCE OF 68.68 FEET; THENCE NORTH 00°03'28" WEST, 1225.22 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER; THENCE ALONG SAID NORTH LINE, SOUTH 89°54'52" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 00°03'28" EAST A DISTANCE OF 1232.64 FEET; THENCE SOUTH 45°00'03" WEST A DISTANCE OF 58.21 FEET TO THE POINT OF BEGINNING; SAID EASEMENT CONTAINS 23,263 SQUARE FEET AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

N
NORTH

0 100 200
(IN FEET)
1 inch =200 ft.

LICENSED LAND SURVEYOR
JOHN DEWEY 23252
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: _____ DATE: _____
JOHN DEWEY

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET

DATE SURVEYED: 1/19/2023

LEGEND

- PROPERTY LINE
- SECTION LINE
- ROW LINE
- EASEMENT AREA

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REVISIONS

COUNTY LINE ROAD
WATER MAIN

GRIMES/IOWA
DALLAS COUNTY
211186
02/02/2023

ENGINEER A. POTTER
DRAWN BY A. FULLER
SURVEYOR J. DEWEY
CREW CHIEF

SKETCH NO.
TCE-04

DRAWING PATH: P:\211186-01\04-Drawings_Survey\211186-Temporary Easements.dwg PLOT DATE: 02/9/2023 10:01 AM PLOTTED BY: JOHN DEWEY

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

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/COMMISION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by:
Return to:

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Ordinance 786 Amending Fees Charges Under Grimes Code of Ordinances Section 9-15-6 (1) for Collection of Recyclable Materials, and Section 9-13-9 (1) for Collection of Solid Waste Effective July 1, 2024

BACKGROUND:

The City contracts with Metro Waste Authority to provide Solid Waste and Recycling services. Beginning July 1, 2024, Metro Waste is increasing the fees to the City for Recycling by $.04 per household, per month, which is a .9% increase. The rate will be $4.58 per month, which the City will now pass through in our rates. Metro Waste calculated their increase based on the national CPI and the compressed natural gas index. Additionally, Metro Waste is increasing the Solid Waste charges for collection from $11.13 to $11.54, which is a 4% increase. The City will continue to fund a portion of the Solid Waste charges for the first cart per residence at the current level.

BUDGETARY CONSIDERATIONS: Solid Waste fees will increase $.54 per cart, per household, and Recyling fees will increase $.04 per household

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/COMMISION ACTIONS: Council held a budget workshop on February 13, 2024 and new rates were incorporated to fund the additional charges from Metro Waste Authority for FY25

STAFF RECOMMENDATION: Staff recommends approval of the new rates.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Marcia Woodke, Finance Director, 515-986-3036, mwoodke@grimesiowa.gov

Prepared by: Kathy Steele
Return to: Marcia Woodke

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

GRIMES ORDINANCE NO. 786

AN ORDINANCE AMENDING FEES CHARGED UNDER GRIMES CODE OF ORDINANCE SECTION 9-15-6(1) FOR COLLECTION OF RECYLABLE MATERIALS, AND SECTION 9-13-9(1) FOR COLLECTION OF SOLID WASTE EFFECTIVE JULY 1, 2024

SECTION 1. Purpose. The purpose of this Ordinance is to amend the Grimes Code of Ordinances Sections 9-15-6(1B) and 9-13-9(1) to increase fees charged for recyclable material and solid waste collection services beginning July 1, 2024, in order to account for contractual charge increases under Grimes solid waste and recyclable collection agreement with Metro Waste Authority.

SECTION 2. Amendment. **Grimes Code of Ordinance Sections 9-15-6(1) and 9-13-9(1) relating to collection rates for recyclable and solid waste collection, respectively, shall be stricken and replaced as underlined below:**

9-15-6 Charge for Collection of Recyclable Materials:

1. Charges for Service. The City Council shall establish the individual charge for recycling collection by ordinance. The City Clerk is authorized to collect this recycling charge by including the charge with and as a part of the bills sent out to the City's water service customers. These charges shall be billed as follows:

A. An individual monthly charge shall be included with every water bill sent to a customer who occupies a one or two-family residence and owner-occupied multi-family townhomes or condominiums if they are being provided solid waste pickup according to Chapter 9-13 Solid Waste.

B. The monthly charge shall be ~~$4.54~~ $4.58, effective July 1, ~~2023~~ 2024.

9-13-9 Collection Fees:

The collection and disposal of solid waste is a beneficial city service to the property served or eligible to be served, and there shall be levied and collected fees, as follows:

1. Fee. The fee for solid waste collection for each residential premise and for each dwelling of a multiple-family dwelling is:

A. ~~$9.97~~ $10.51 per month, which includes one solid waste collection cart effective July 1, ~~2023~~ 2024.

B. ~~$11.13~~ $11.54 per month for each additional solid waste collection cart effective July 1, ~~2023~~ 2024.

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5: Effective Date. This ordinance and each of the rate increases shall take effect on July 1, 2024.

Passed by the Grimes City Council on this___day of_____ and approved on this_____ day of _____, 2024.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

Metro Waste Authority
We Know Where It Should Go

Central Office
300 E. Locust Street, Suite 100
Des Moines, IA 50309
515-244-0021

MEMORANDUM

DATE: January 23, 2024

TO: MWA Member and Planning Member City Managers, City Clerks, and Public Works Officials

FROM: Michael McCoy, Executive Director

CC: MWA Board of Directors
Leslie Irlbeck, MWA Deputy Director
Kirk Irwin, MWA Chief Financial Officer
Tyler Lundquist, Waste Connections
Andrew Larson, ASI, Inc.

SUBJECT: Solid Waste Rates for FY24/25

Effective July 1, 2024, the monthly rates for collection of solid waste will increase by approximately 4%, as outlined in the table below.

Cart Size	Monthly Fee
96 gallon	$11.54
96 gallon extra	$8.67
48 gallon	$10.91
48 gallon extra	$8.14

The rate, which remains very competitive, is calculated based on multiple factors, including CPI, diesel, and landfill disposal fees.

These monthly fees include the cost of weekly collection for solid waste, in addition to one annual spring clean-up event.

The adjusted price will be reflected in invoices mailed at the end of July 2024. It will be applied to the house counts provided to Metro Waste Authority on a quarterly basis.

Please do not hesitate to contact me with any questions about this increase. You can reach me at 515.323.6535.

Metro Waste Authority
We Know Where It Should Go

Central Office
300 E. Locust Street, Suite 100
Des Moines, IA 50309
515-244-0021

MEMORANDUM

DATE: January 11, 2024

TO: MWA Member and Planning Member City Managers, City Clerks, and Public Works Officials

FROM: Michael McCoy, Executive Director

CC: MWA Board of Directors
Leslie Irlbeck, MWA Deputy Director
Kirk Irwin, MWA Chief Financial Officer
Greg Traver, Waste Management

SUBJECT: Curb It! Rates for FY24/25

The Curb It! fee effective July 1, 2024, will increase $.04 to $4.58 per household per month, which is a .9% increase. The rate is calculated based on nationally published CPI and the compressed natural gas index that are provisions of the MWA contract with Waste Management for collection services. This increase covers the cost of collection for recycled materials.

Communities in our service area pay a competitive collection rate under the single stream recycling program, which is directly based on market prices. You will see the adjusted price in the invoices mailed at the end of July 2024. It will be applied to the house counts provided to Metro Waste Authority on a quarterly basis.

Please do not hesitate to contact me with any questions about this increase. You can reach me at 515.323.6535.

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Public Hearing Ordinance Amending Fees Charges Under Grimes Code of Ordinances Section 9-15-6 (1) for Collection of Recyclable Materials, and Section 9-13-9 (1) for Collection of Solid Waste Effective July 1, 2024

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/COMMISION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by:
Return to: Kathy Steele

CITY OF GRIMES

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Amending Fees Charges Under Grimes Code of Ordinances Section 9-15-6 (1) for Collection of Recyclable Materials, and Section 9-13-9 (1) for Collection of Solid Waste Effective July 1, 2024

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/COMMISION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by:
Return to:

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: General Obligation Borrowings

BACKGROUND: These public hearings will advance the CIP for FY25. The General Obligation Essential Purpose loan agreement 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 General Obligation Urban Renewal loan agreement is to borrow monies to construct a Municipal Fire Station/EMS Building. We are also proposing the Council take additional action on a proposal to enter the loan agreements and provide for the levy of taxes to pay for the same.

BUDGETARY CONSIDERATIONS: The principal not to exceed amount for the Essential Purpose Loan Agreement is $12,025,000 and the principal not to exceed amount for the Urban Renewal Loan Agreement is $6,475,000.

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/COMMISION ACTIONS: Council discussed the CIP projects during the budget work session on February 13, 2024, and set the date for the Public Hearing on the Loan Agreements at the regular meeting on February 27, 2024.

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Marcia Woodke, Finance Director, 515-986-3036, mwoodke@grimesiowa.gov

Prepared by: Marcia Woodke
Return to: Marcia Woodke

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Public Hearing on Proposal to Enter into an Essential Purpose Loan Agreement

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.

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/COMMISION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:
Marcia Woodke, Finance Director, 515-986-3036, mwoodke@grimesiowa.gov

Prepared by: Marcia Woodke
Return to: Marcia Woodke

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Public Hearing on Proposal to Enter into an Urban Renewal Loan Agreement

BACKGROUND: 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.

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/COMMISION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:
Marcia Woodke, Finance Director, 515-986-3036, mwoodke@grimesiowa.gov

Prepared by: Marcia Woodke
Return to: Marcia Woodke

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Resolution 03-3524 Taking Additional Action on Proposals to Enter into General Obligation Loan Agreements and Providing for the Levy of Taxes to Pay the Same

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/COMMISION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:
Marcia Woodke, Finance Director, 515-986-3036, mwoodke@grimesiowa.gov

Prepared by: Marcia Woodke
Return to: Marcia Woodke

MINUTES TO HOLD HEARINGS ON GENERAL OBLIGATION LOAN AGREEMENTS AND TO AUTHORIZE PRELEVY

419952-98

Grimes, Iowa

March 26, 2024

The City Council of the City of Grimes, Iowa, met on March 26, 2024, at 5:30 p.m., at 410 SE Main Street, Grimes, Iowa.

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

Present: _____

Absent: _____.

This being the time and place specified for taking action on the proposal to enter into a General Obligation Essential Purpose Loan Agreement, as defined in the attached resolution, in a principal amount not to exceed $12,025,000, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor closed the public hearing.

This also being the time and place specified for taking action on the proposal to enter into a Urban Renewal Loan Agreement, as defined in the attached resolution, in a principal amount not to exceed $6,475,000, the City Clerk announced that no petition had been filed asking that the question of entering into this loan agreement be submitted to the registered voters of the City and that the City Council may proceed with the authorization of the loan agreement. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor closed the public hearing.

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

Ayes: _____

Nays: _____.

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

RESOLUTION NO. _____

Resolution taking additional action on proposals to enter into General Obligation Loan Agreements, combining loan agreements, and providing for the levy of taxes to pay the same

WHEREAS, the City of Grimes (the "City"), in the Counties of Polk and Dallas, heretofore proposed 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 $12,025,000 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, and pursuant to law and duly published notice of the proposed action has held a hearing thereon on March 26, 2024; and

WHEREAS, the City also proposed 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 $6,475,000 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, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of March 26, 2024, no petition had been filed with the City asking that the question of entering into the Urban Renewal Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City intends to combine its authority to enter into the Loan Agreements into a single loan agreement (the "Loan Agreement"), to issue General Obligation Corporate Purpose Bonds, Series 2024A (the "Bonds") in evidence of its obligation thereunder and further anticipates that principal and interest will come due on the Bonds before July 1, 2024; and

WHEREAS, it is now necessary to make provision for the levy of a debt service property tax in the 2024-2025 fiscal year for the payment of such anticipated principal and interest;

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

Section 1. The Loan Agreements are hereby combined into the Loan Agreement. The City Council hereby determines to enter into the Loan Agreement in the future and orders that the Bonds be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax:

For collection in the fiscal year beginning July 1, 2024,
sufficient to produce the net annual sum of $2,390,783.

provided, however, that at the time the Bonds are issued, the actual tax levy amounts required to pay the principal of and interest on the Bonds in each year shall be determined based upon the interest rate or rates at which the Bonds are issued, and this resolution shall be supplemented by a resolution of the City Council to provide for such actual and necessary tax levy amounts.

Section 3. A certified copy of this resolution shall be filed with the Dallas and Polk County Auditors and said Auditors are hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditors shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams, City Clerk

• • • •

On motion and vote, the meeting adjourned.

_____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams, City Clerk

ATTESTATION CERTIFICATE

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

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records relating to public hearings and additional action on the proposals to enter into certain Loan Agreements, combining Loan Agreements and authorizing a debt service property tax levy, and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this _____ day of _____, 2024.

_____
Rochelle Williams, City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

COUNTY OF DALLAS

I, the undersigned, County Auditor of Dallas County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2024, the City Clerk of the City of Grimes filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council on March 26, 2024, entitled: "Resolution taking additional action on proposals to enter into a General Obligation Loan Agreements, combining loan agreements, and providing for the levy of taxes to pay the same," and that I have duly placed the copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2024, as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2024.

_____
County Auditor

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

COUNTY OF POLK

I, the undersigned, County Auditor of Polk County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2024, the City Clerk of the City of Grimes filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council on March 26, 2024, entitled: "Resolution taking additional action on proposals to enter into a General Obligation Loan Agreements, combining loan agreements, and providing for the levy of taxes to pay the same," and that I have duly placed the copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2024, as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2024.

_____
County Auditor

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: WRA Grimes Connector - Reforestation – Public Hearing and Award of Construction Contract

BACKGROUND: The actions that are in front of the council are to hold a public hearing on the proposed Contract Documents (plans, specifications and form of contract) and estimated total cost and approve Resolutions to: 1) adopt plans, specifications, form of contract and estimate of cost; 2) making award of construction contract; and 3) approving construction contract and bonds. This project was bid on March 19, 2024 and the following are the results:

Alpha Landscapes - $174,992.00
Absolute Group - $189,927.00
County Landscapes - $199,510.00
Tallgrass Land Stewardship - $208,305.00
Engineers Estimate - $170,000.00

The results from the bidding showed good interest in this project for this type of work and the current bidding environment. The grouping of bids was decent with most of the bids coming in above the engineer's estimate and the low bidder being about 3% or $5,000 above the engineer's estimate. The low bidder is Alpha Landscapes of Johnston, Iowa.

BUDGETARY CONSIDERATIONS: This project came in about $5,000 above the engineer's estimate and will be eligible for SRF loan participation through the existing WRA Grimes Connector SRF loan.

STRATEGIC PLANNING:
Prioritized: __X__YES ____NO

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

BOARD/COMMISION ACTIONS: None

STAFF RECOMMENDATION: The staff recommends that the City Council holds the public hearing and approves the three resolutions, as stated above.

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

Prepared by: Aaron Jarosh

Return to: Matt Ahrens

VEENSTRA & KIMM INC.
3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

March 19, 2024

Matt Ahrens
City Engineer
City of Grimes
101 NE Harvey Street
Grimes, Iowa 50111

GRIMES, IOWA
WRA GRIMES CONNECTOR CONTRACT 5 - REFORESTATION
RECEIPT OF BIDS
RECOMMENDATION TO AWARD CONTRACT

The City of Grimes received bids until 10:30 A.M. on March 19, 2024 for the WRA Grimes Connector Contract 5 – Reforestation project. A total of four bids were received. A summary of the bids received as corrected for the arithmetic error of one of the bidders, is as follows:

Alpha Landscapes	$174,992
Absolute Concrete Construction, Inc.	$189,927
Country Landscapes	$199,510
Tallgrass Land Stewardship	$208,305

The apparent low bid was submitted by Alpha Landscapes of Johnston, Iowa in the amount of $174,992.

The engineer's estimate of cost for construction of the project was $170,000. The low bid by Alpha Landscapes was 2.94% above the engineer's estimate of cost.

Contract 5 – Reforestation is the last construction contract for the WRA Grimes Connector. This project involves the planting of 403 trees to meet the requirements of the 28E Agreement between the City of Grimes and the City of Urbandale for construction of the WRA Grimes Connector through City of Urbandale property. The City of Urbandale granted the City of Grimes easements at no cost in return for the City of Grimes agreeing to replace the trees that were removed for construction of the new sanitary sewer.

The Iowa Department of Natural Resources has indicated the construction costs for Contract 5 – Reforestation will be eligible for SRF loan participation. With loan participation the project will be funded through the existing SRF loan.

Alpha Landscapes is a commercial landscaping company. The reforestation work appears to be well within the capability of Alpha Landscapes. If the City of Grimes elects to move forward with the project it is recommended contract be awarded to Alpha Landscapes in the amount of $174,992 based on its bid received on March 19, 2024.

If you have any questions or comments concerning the project, please contact the writer at 515-225-8000, or bveenstra@v-k.net.

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:paj
128108
Enclosure

BID TABULATION
GRIMES, IOWA
WRA GRIMES CONNECTOR - REFORESTATION

1. Construct the WRA Grimes Connector - Reforestation Project for the following Unit and Lump Sum Prices:				Alpha Landscapes 5145 NW Beaver Dr Johnston, IA 50131		Absolute Concrete Const, Inc Absolute Group 1800 Burr Oak Blvd. Granger, IA 50109		Country Landscapes 3801 E. Lincoln Way Ames, IA 50010		Tallgrass land Stewardship 14440 Holcomb Ave. Urbandale, IA 50323	
ITEM NO.	**DESCRIPTION**	**UNIT**	**ESTIMATED QUANTITY**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**
1.	Overstory Trees, 1" Caliper Plants, by Count with Warranty	EA	280	$ 410.00	$ 114,800.00	$ 449.00	$ 125,720.00	$ 470.00	$ 131,600.00	$ 485.00	$ 135,800.00
2.	Understory Trees, 1" Caliper Plants, by Count with Warranty	EA	72	410.00	29,520.00	449.00	32,328.00	460.00	33,120.00	440.00	31,680.00
3.	Conifer Trees, by Count and Warranty	EA	71	432.00	30,672.00	449.00	31,879.00	490.00	34,790.00	575.00	40,825.00
			TOTAL BID (Items 1-3)	**$174,992.00**		**$189,927.00**		**$199,510.00**		~~$208,665.00~~ **$208,305.00**	

I hereby certify that this is a true tabulation of bids received on March 19, 2024 by the City of Grimes, Iowa.

LICENSED PROFESSIONAL ENGINEER
H. Robert Veenstra Jr.
No. 9037
IOWA

H. Robert Veenstra Jr., P.E.
Iowa License No. 9037
My license renewal date is December 31, 2024

RESOLUTION 03-3624 ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE WRA GRIMES CONNECTOR – REFORESTATION

Grimes Resolution No. 03-3624

WHEREAS, on the **13th** day of **February, 2024**, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the WRA Grimes Connector – Reforestation; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law.

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

Section 1. That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the public improvements, as described in the preamble of this Resolution.

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

RESOLUTION 03-3724 MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE WRA GRIMES CONNECTOR – REFORESTATION

Grimes Resolution No. 03-3724

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

Section 1. That the following bid for the construction of certain public improvements described in general as the WRA Grimes Connector - Reforestation, described in the plans and specifications heretofore adopted by this Council on March 26, 2024, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Alpha Landscapes, LLC. of Johnston, IA

Amount of bid: $174,992.00

Portion of project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

RESOLUTION 03-3824 AUTHORIZING CONSTRUCTION CONTRACT AND BOND FOR THE WRA GRIMES CONNECTOR – REFORESTATION

Grimes Resolution No. 03-3824

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the WRA Grimes Connector - Reforestation, and as described in detail in the plans and specifications heretofore approved, and which have been authorized to be signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Alpha Landscapes, LLC. of Johnston, IA

Amount of bid: $174,992.00

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 3/26/2024

AGENDA ITEM: Grimes Plex Batting Cages & Bullpens – Public Hearing and Award of Construction Contract.

BACKGROUND: The actions that are in front of the council are to hold a public hearing on the proposed Contract Documents (plans, specifications and form of contract) and estimated total cost and approve Resolutions to: 1) adopt plans, specifications, form of contract and estimate of cost; 2) making award of construction contract; and 3) approving construction contract and bonds. This project was bid on March 19, 2024 and the following are the results:

Musco Sports Lighting, LLC, dba Iowa Sports Turf Management - $1,064,185.00 + $12,705.00
Concrete Connection, LLC - $1,260,500.00 + $18,700.00
Minturn, Inc. - $1,330,000.00 + $12,500.00
Mid-America Golf & Landscape, Inc. - $1,714,667.00 + $19,629.00
Engineers Estimate - $1,424,050.00

The results from the bidding showed good interest in this project for this type of work and the current bidding environment. The grouping of bids was decent with most of the bids coming in under the engineer's estimate and the low bidder being about 25% or $350,000 under the engineer's estimate. The low bidder is Musco Sports Lighting, LLC, dba Iowa Sports Turf Management of Oskaloosa, Iowa. Iowa Sports Turf worked on part of the GrimesPlex and is familiar with the overall project and the city staff feels they are capable of doing the work.

BUDGETARY CONSIDERATIONS: This project came in about $350,000 under the engineer's estimate and is in the current Capital Improvements Program for construction this year and paid for though GrimesPlex funding sources.

STRATEGIC PLANNING:
Prioritized: __X__YES ____NO

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

BOARD/COMMISION ACTIONS: None

STAFF RECOMMENDATION: The staff recommends that the City Council holds the public hearing and approves the three resolutions, as stated above.

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

Prepared by: Aaron Jarosh
Return to: Matt Ahrens

Tabulation of Bids

Owner: City of Grimes
Project: GrimesPlex Batting Cages & Bullpens
Bid Date & Time: March 19, 2024 at 10:30AM
Location: Grimes City Hall
CDA Project No: 2202.086

I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed Professional Landscape Architect under the laws of the State of Iowa.

March 19, 2024

NAME AND ADDRESS OF BIDDER	Engineer's Cost Opinion	Musco Sports Lighting, LLC, dba Iowa Sports Turf Management 100 1st Avenue West Oskaloosa, IA 52577	Concrete Connection, LLC 5170 NW Beaver Drive Johnston, IA 50131	Minturn, Inc. 144 West Front Street Brooklyn, IA 52211	Mid-America Golf & Landscape, Inc. dba Mid-America Sports Construction 1621 SE Summit Street Lee's Summit, MO 64081
BID SECURITY		✓	✓	✓	✓
ACKNOWLEDGEMENT OF ADDENDUM #1		✓	✓	✓	✓
ACKNOWLEDGEMENT OF ADDENDUM #2		✓	✓	✓	✓
ACKNOWLEDGEMENT OF ADDENDUM #3		✓	✓	✓	✓
BIDDER STATUS FORM		✓	✓	✓	✓
ITEM DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
Base Bid	$1,281,550.00	$1,064,185.00	$1,260,500.00	$1,330,000.00	$1,714,667.00
Alternate #1	$142,500.00	$12,705.00	$18,700.00	$12,500.00	$19,629.00
Total Amount	$1,424,050.00	$1,076,890.00	$1,279,200.00	$1,342,500.00	$1,734,296.00

March 19, 2024

City of Grimes
Attn: Mayor Scott Mikkelsen and Grimes City Council Members
410 SE Main Street
Grimes, Iowa 50111

RE: Grimes Plex Batting Cages & Bullpens Bid Letting

Dear Mayor Mikkelsen and Grimes City Council Members:

Four (4) bids were received on March 19, 2024, for the Grimes Plex Bullpens & Batting Cages project for the City of Grimes. Musco Sports Lighting, LLC, dba Iowa Sports Turf Management, of Oskaloosa, Iowa, was the low bidder with the following bid amounts:

Base Bid Amount:	$1,064,185.00
Alternate Bid #1 Amount:	$12,705.00
Total Bid Amount:	$1,076,890.00

No informalities or irregularities were observed within bids received.

Civil Design Advantage (CDA) recommends that the City of Grimes award the construction contract to Musco Sports Lighting, LLC, dba Iowa Sports Turf Management and that such award include both the Base Bid and Alternate #1 Bid. This award should be subject to submittal of acceptable contracts, bonds and insurance by Musco Sports Lighting, LLC, dba Iowa Sports Turf Management.

We have enclosed a copy of the bid tabulation for your reference. If you have any questions or wish to discuss anything further, please do not hesitate to contact our office.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Keith Weggen, ASLA

Copy: Brian Becker, City of Grimes
Matt Ahrens, City of Grimes
File

RESOLUTION 03-3924 ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE GRIMES PLEX BATTING CAGES AND BULLPENS

Grimes Resolution No. 03-3924

WHEREAS, on the **27th** day of **February, 2024**, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the Grimes Plex Batting Cages and Bullpens; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law.

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

Section 1. That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the public improvements, as described in the preamble of this Resolution.

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

RESOLUTION 03-4024 MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE GRIMES PLEX BATTING CAGES AND BULLPENS

Grimes Resolution No. 03-4024

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

Section 1. That the following bid for the construction of certain public improvements described in general as the Grimes Plex Batting Cages and Bullpens, described in the plans and specifications heretofore adopted by this Council on March 26, 2024, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Musco Sports Lighting, LLC, dba Iowa Sports Turf Management of Oskaloosa, IA

Amount of bid: $1,076,890.00

Portion of project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk

RESOLUTION 03-4124 AUTHORIZING CONSTRUCTION CONTRACT AND BOND FOR THE GRIMES PLEX BATTING CAGES AND BULLPENS

Grimes Resolution No. 03-4124

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the Grimes Plex Batting Cages and Bullpens, and as described in detail in the plans and specifications heretofore approved, and which have been authorized to be signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Musco Sports Lighting, LLC, dba Iowa Sports Turf Management of Oskaloosa, IA

Amount of bid: $1,076,890.00

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED and APPROVED on March 26, 2024.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rochelle Williams, City Clerk