

Grimes City Council Agenda

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

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

Mission Statement

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

Grimes Grimes City Council Meeting November 12, 2024 In Person at Grimes Community Center, 410 SE Main Street

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

Public Comment: If you would like to address the City Council during the Public Comment portion of the meeting, please use the sign-up sheet upon arrival. 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.

For any additional assistance or questions about attending the meeting, please call: 515-986-3036

Meetings will be recorded

AGENDA ITEMS FOR NOVEMBER 12, 2024, AT 5:30 PM AT GRIMES COMMUNITY CENTER

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Agenda
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.
6. 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 11-0124 Approving Previous Meeting Minutes
 - B. Resolution 11-0224 Claims Report \$4,119,735.57
 - C. Receiving and Filing Reports
 - D. Finance Report for October 2024

- E. Resolution 11-0324 Approving Offer to Purchase and Agreement Cretors - SE 11th and S James Street Improvements
- F. Resolution 11-0424 Approving Senior Games Agreement
- G. Resolution 11-0524 Approving Consent and Agreement to Improvements Within Overland Flowage Easement and Storm Sewer Easement for Lot 7 in Hope Commercial Plat 4 - 904 NE 12th Street
- H. Resolution 11-0624 Approving the Lease Agreement Between the City of Grimes and Crossroads Community Church
- I. Resolution 11-0724 Approving the Fiscal Year 2023-2024 Annual Urban Renewal Report
- J. Resolution 11-0824 Approving Payments for Professional Services
 - a. Pay Request #3 Foth Infrastructure and Environment, LLC -S James Street Improvements - SE 37th St. to SE 11th St. \$45,088.00
 - b. Pay Request #17 Foth Infrastructure and Environment, LLC - SE 11th Street & S James St. \$6,906.14
 - c. Pay Request #2 Veenstra & Kimm Inc - Wastewater Treatment Plant Decommissioning Plan \$12,273.00
 - d. Pay Request #24 Snyder & Associates, Inc. - NE Destination Dr & NE Beaverbrooke Blvd Improvements \$6,574.70
 - e. Pay Request #3 Foth Infrastructure and Environment, LLC - 2023 CIPP Lining Program \$708.00
- K. Resolution 11-0924 Approving Capital Project Payment Requests
 - a. Pay Request #1 Alpha Landscapes LLC - WRA Grimes Connector Contract 5 -Reforestation \$172,863.90
 - b. Pay Request #2 (Retainage) Alpha Landscapes LLC - WRA Grimes Connector Contract 5 - Reforestation \$9,098.10
 - c. Pay Request #2 Caliber Concrete LLC - Autumn Park Trail Reconstruction \$145,554.33
 - d. Pay Request #3 (Retainage) Caliber Concrete LLC - Autumn Park Trail Reconstruction \$16,583.91
 - e. Pay Request #4 McAninch Corporation - WTP to N. James Street Feeder Main \$138,140.69
 - f. Pay Request #11 Preload LLC - Ground Storage Reservoir \$46,597.50
 - g. Pay Request #9 S.M. Hentges & Sons Inc - SE/SW 19th Street Sanitary Sewer Extension \$2,739.63
 - h. Pay Request #10 (Retainage) S.M. Hentges & Sons Inc - SE/SW 19th Street Sanitary Sewer Extension \$19,538.10
 - i. Pay Request #1 Concrete Connection LLC - Public Library Amphitheater \$258,985.68
 - j. Pay Request #17 S.M. Hentges & Sons Inc - WRA Grimes Connector - Contract 2 \$72,727.10

- k. Pay Request #18 (Retainage) S.M. Hentges & Sons Inc - WRA Grimes Connector - Contract 2 \$40,987.10
- L. Resolution 11-1024 Approving Change Orders
 - a. Change Order #2 McAninch Corporation - WTP to N. James Street Feeder Main (\$1,207.37)
 - b. Change Order #6 S.M. Hentges & Sons, Inc. - SE/SW 19th Street Sanitary Sewer Extension (\$58,961.70)
 - c. Change Order #1 Caliber Concrete, LLC - Autumn Park Trail Reconstruction \$11,564.37
 - d. Change Order #5 S.M. Hentges & Sons Inc - WRA Grimes Connector - Contract 2 \$31,740.00
 - e. Change Order #3 Corell Contractors Inc. - Grimes Public Library (\$13,921.25)
 - f. Change Order #2 Forman Ford Glass Company - Grimes Public Library \$10,564.77
 - g. Change Order #12 Graphite Construction Group, Inc. - Grimes Public Library (\$81,000.00)
 - h. Change Order #2 Miner Hardscapes - Grimes Public Library \$18,400.00
 - i. Change Order #1 Sandstone Management, Ltd - Grimes Public Safety Center \$6,062.10
 - j. Change Order #2 Renda Electric - Grimes Public Safety Center \$3,780.10
- M. Resolution 11-1124 Approving Consent and Agreement to Improvements Within Sanitary Sewer and Utility Easement for Lot 7 in Millard Place Plat 2 - 209 NE 5th Ct
- N. Resolution 11-1224 Approving the Annual TIF Indebtedness Certification
- O. Resolution 11-1324 Approving Consent and Agreement to Improvements Within Sanitary Sewer Easement for Lot 42 in Jase Landing - 901 NE Rosewood Court
- P. Resolution 11-1424 Accepting the WRA Grimes Connector Contract 5 - Reforestation
- Q. Resolution 11-1524 Accepting the WRA Grimes Connector - Contract 2
- R. Resolution 11-1624 to approve payment to Heartland Heating and Cooling for HVAC repair.
- S. Resolution 11-1724 Accepting the Autumn Park Trail Reconstruction
- T. Resolution 11-1824 Accepting the SE/SW 19th Street Sanitary Sewer Extension
- U. Resolution 11-2024 Approving the Purchase of Economic Development Accelerator Management Software
- V. Resolution 11-2124 Approving State of Iowa Alcohol Licenses
- W. Resolution 11-2224 Approving Improvements to Public Works Site
- X. Resolution 11-2324 Approving Personnel Transactions
- Y. Resolution Accepting Public Improvements in the Donovan Marine Grimes Site Plan

PUBLIC AND COUNCIL AGENDA ITEMS

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

1. Presentation from GVSS
2. Ordinance Amending the Grimes Code of Ordinances Section 1-2-4 Relating to the Election of City Council Members
 - A. Public Hearing for Ordinance 792 Amending the Grimes Code of Ordinances Section 1-2-4 Relating to the Election of City Council Members
 - B. First Reading of Ordinance 792 Amending the Grimes Code of Ordinances Section 1-2-4 Relating to the Election of City Council Members
3. Ordinance 793 Amending the Grimes Code of Ordinances Sections Relating to Responsibilities of City Officers
 - A. Public Hearing for Ordinance 793 Amending the Grimes Code of Ordinances Sections Relating to Responsibilities of City Officers
 - B. First Reading of Ordinance 793 Amending the Grimes Code of Ordinances Sections Relating to Responsibilities of City Officers
4. Capital Improvement Plan Presentation
5. City Staff Report
6. Mayor and City Council Report

ADJOURNMENT

RESOLUTION 11-0124 APPROVING PREVIOUS MEETING MINUTES

Grimes Resolution No. 11-0124

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 November 12, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

CITY COUNCIL MEETING
Tuesday, October 22, 2024

The Grimes City Council Meeting was held in-person. The meeting was called to order by Council Member Eric Johansen, October 22, 2024, at 5:32 p.m. at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa.

ROLL CALL

Present: Council Members: Eric Johansen, Ryan Burger (via Zoom), David Gisch, Laurie DePhillips

Absent: Mayor: Scott Mikkelsen, Council Member: Andrew Borcharding

AGENDA ITEMS

APPROVAL OF THE AGENDA

Council Member Johansen asked for approval of the agenda.
Moved by DePhillips, Second by Gisch, to approve the agenda.
Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

PUBLIC FORUM

Anita Godsey of 810 SE Crossings Lane thanked the Sheriff's Office for their service. She also stated to Council her concern of the zoning for Grimes as it continues to grow.

CONSENT AGENDA

- A. Resolution 10-0124 Approving Previous Meeting Minutes
- B. Resolution 10-0224 Claims Reports \$3,149,996.75 Including Those Over \$10,000
- C. Receiving and Filing of Reports
 - a. Finance Report for September 2024
 - b. 2024 Parks and Recreation Annual Report
- D. Resolution 10-0324 Approving the Fiscal Year 2023-2024 State of Iowa Annual Finance Report
- E. Resolution 10-0424 Approving the 2023-2024 Fiscal Year Annual Street Finance Report
- F. Resolution 10-0524 Approving Offer to Purchase and Agreement Grimes Park Apartments, LP - SE 11th and S James Street Improvements
- G. Resolution 10-0624 Approving Offer to Purchase and Agreement Jensen - SE 11th and S James Street Improvements
- H. Resolution 10-0724 Approving State of Iowa Alcohol Licenses
- I. Resolution 10-0824 Approving Payments for Professional Services
 - a. Pay Request #1 Veenstra & Kimm, Inc. - Wastewater Treatment Plant Decommissioning Plan \$2,166.00

- b. Pay Request #3 McClure Engineering Company - CIP Update, Standpipe Imp., Booster Pump Upgrades & On-Call Services \$13,991.25
- c. Pay Request #21 McClure Engineering Company - North Jordan Well Repairs \$776.25 (Insurance)
- d. Pay Request #23 McClure Engineering Company - Phase 1A Water System Improvements \$60,879.88
- e. Pay Request #4 McClure Engineering Company - CIP Update, Standpipe Imp., Booster Pump Upgrades & On-Call Services \$12,078.89
- f. Pay Request #24 McClure Engineering Company - Phase 1A Water System Improvements \$31,340.46
- g. Pay Request #5 MSA Professional Services, Inc. - SE Little Beaver Dr. and SE 4th Thru 6th Sts. Reconstruction \$54,409.47
- h. Pay Request #2 Nilles Associates, Inc. - Lion's Park Existing Survey and Flood Study \$7,530.00
- i. Pay Request #7 Snyder & Associates, Inc. - 2022-2025 On Call Traffic Planning & Engineering Services \$4,420.20
- j. Pay Request #23 Snyder & Associates, Inc. - NE Destination Dr & NE Beaverbrooke Blvd Improvements \$17,963.53
- k. Pay Request #6 Weitz Company - Grimes Public Safety Center \$24,977.00
- J. Resolution 10-0924 Approving Capital Project Payment Requests
 - a. Pay Request #10 Preload, LLC - Ground Storage Reservoir \$395,722.50
 - b. Pay Request #1 Caliber Concrete, LLC - Autumn Park Trail Reconstruction \$169,539.93
 - c. Pay Request #6 Jackson Creek Enterprises, L.C. - SE Little Beaver. 4th, 5th, & 6th Water Main \$122,081.22
 - d. Pay Request #12 Absolute Concrete Construction, Inc. - S James Street & SE 11th Street Improvements \$102,825.14
 - e. Pay Request #7 (Retainage) Jackson Creek Enterprises, L.C. - SE Little Beaver, 4th, 5th, & 6th Water Main \$36,032.64
 - f. Pay Request #3 Kruck Plumbing & Heating, Inc. - Grimes Public Safety Center \$33,012.50
 - g. Pay Request #2 Mid-American Glazing Systems - Grimes Public Safety Center \$5,852.95
 - h. Pay Request #8 S.M. Hentges & Sons, Inc. - SE/SW 19th Street Sanitary Sewer Extension \$78,041.72
 - i. Pay Request #1 Miner Hardscape - Grimes Public Library \$147,221.50
 - j. Pay Request #26 Shank Constructors, Inc. - WRA Grimes Connector - Contract 4 \$84,315.02
 - k. Pay Request #27 (Retainage) Shank Constructors, Inc. - WRA Grimes Connector - Contract 4 \$60,270.65

- K. Resolution 10-1024 Fixing a Date for Public Hearing on Transfer of City Water Production Property and Property Rights Ownership to Central Iowa Water Works
- L. Resolution 10-1124 to Make a One-Time Water and Sewer Adjustment for a Customer
- M. Resolution 10-1224 Authorizing the Submission of a Hazard Mitigation Grant Program Application
- N. Resolution 10-1324 Approving Maintenance Agreement for Elevator at Public library
- O. Resolution 10-1424 To enter into an agreement with Polk County for resurfacing project
- P. Resolution 10-1524 Approving Change Order
 - a. Change Order #3 Jackson Creek Enterprises, L.C. - SE Little Beaver, 4th, 5th & 6th Water Main (\$60,061.86)
 - b. Change Order #5 Shank Constructors, Inc. - WRA Grimes Connector - Contract 4 \$46,877.98
 - c. Change Order #5 Absolute Concrete Construction, Inc. - S James Street and SE 11th Street Improvements \$5,450.00
- Q. Resolution 10-1624 Approving a Professional Services Agreement with Allender Butzke Engineers Inc. for the Grimes Public Safety Center
- R. Resolution 10-1724 Approving an Amendment to the Professional Services Agreement with Foth Infrastructure and Environment, LLC for the 2021 Sanitary Sewer Collection System Study.
- S. Resolution 10-1824 Approving a Professional Services Agreement with MSA Professional Services, Inc. for the Grimes - 2024 Sports Complex Survey
- T. Resolution 10-1924 Approving an Amendment to the Professional Services Agreement with Nilles Associates, Inc. for the Lions Park Existing Survey & Flood Study
- U. Resolution 10-2024 Accepting the WRA Grimes Connector - Contract 4
- V. Resolution 10-2124 Accepting SE Little Beaver 4th, 5th, & 6th Street Water Main
- W. Resolution 10-2224 IT Equipment Disposal
- X. Resolution 10-2324 Approving Consent and Agreement to Improvements Within Storm Sewage and Surface Water Flowage Easement for Lot 8 in Beaverbrooke West Plat Nine - 508 NW 11th Street
- Y. Resolution 10-2424 Approving Consent and Agreement to Improvements Within Storm Sewer and Overland Flowage Easement for Lot 13 in Chevalia Trace Plat 1 - 2417 NE Ewing Court
- Z. Resolution 10-2524 Approving Consent and Agreement to Improvements Within Landscape Buffer Easement for Lot 5 of Heritage at Grimes Plat 3 - 2000 NE Park Drive
- AA. Resolution 10-2624 Setting a Date for Public Hearing on an Ordinance Amending the Grimes Code of Ordinances Section 1-2-4 Relating to the Election of City Council Members
- BB. Resolution 10-2724 Setting a Date for Public Hearing on an Ordinance Amending the Grimes Code of Ordinances Sections Relating to Responsibilities of City Officers
- CC. Resolution 10-2824 Traffic signal network equipment replacement
- DD. Resolution 10-2924 Approving Address Updates Across Grimes

- EE. Resolution 10-3024 Approving Agreement Regarding Sidewalk Construction for Lots 5 & 6 Crossroads Business Park of Grimes Plat 5
- FF. Resolution 10-3124 Approving Personnel Transactions
- GG. Resolution 10-3224 Approving Declaration of Site Restrictions for Lot 1 & 2 and a Portion of Vacated Alley in Block 14 Town of Grimes

Council Member Johansen asked for approval of the consent agenda.
Moved by Gisch, Second by DePhillips, to approve the consent agenda.
Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

PUBLIC AND COUNCIL AGENDA ITEMS

1. Presentation to Kathy Leinenkugel for Service to the City of Grimes on the Public Health and Safety Advisory Board

Council Member Johansen thanked Leinenkugel for her 10 years of service on the Public Health and Safety Advisory Board and presented her with a plaque to commemorate her service.

2. Proposed Amendment to the Grimes Urban Renewal Area

Finance Director Woodke gave a brief explanation of the proposal.

- A. Public Hearing on Proposed Amendment to the Grimes Urban Renewal Area

Council Member Johansen opened the Public Hearing at 5:43 PM. Being no written or oral comments, the Public Hearing was closed at 5:43 PM.

- B. Resolution 10-3324 Approving Urban Renewal Plan Amendment to the Grimes Urban Renewal Area

Moved by DePhillips, Second by Gisch, to approve Resolution 10-3324 Approving Urban Renewal Plan Amendment to the Grimes Urban Renewal Area.
Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

- C. Resolution 10-3424 Authorizing Internal Advance for Funding of Urban Renewal Administration and Professional Support Program

Moved by DePhillips, Second by Gisch, to approve Resolution 10-3424 Authorizing Internal Advance for Funding of Urban Renewal Administration and Professional Support Program
.
Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

3. Resolution 10-3524 Accepting an Informal Proposal from Concrete connection, LLC or the Construction of the 2024 Traffic Calming Project

City Engineer Ahrens stated that the first streets selected for traffic calming improvements are NW Beaverbrooke Boulevard, North James Street, NW 8th Street, and NW Brookside Drive. He also explained that since this is an informal award, no public hearing is required.

Moved by Gisch, Second by DePhillips, to approve Resolution 10-3524 Accepting an Informal Proposal from Concrete connection, LLC or the Construction of the 2024 Traffic Calming Project.
Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

4. Glass Fabricators Site Plan Amendment

Senior Planner Martin presented the details of the project. Many of the proposed changes will bring the site into compliance.

Moved by Gisch, Second by DePhillips, to approve Glass Fabricators Site Plan Amendment.
Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

5. City Staff Report

Public Works Director Hensley and City Engineer Ahrens explained the process followed to implement traffic calming efforts.

Development Services Director Pfaltzgraff gave an update on the developing comprehensive plan that has been prioritized.

6. Mayor and City Council Report

Council members Johansen, DePhillips, and Gisch shared details of current events occurring in Grimes including a bus tour and the Public Safety Center groundbreaking.

ADJOURN

There being no further business the meeting was adjourned at 6:25 p.m.
Motion by Gisch, Second by DePhillips to adjourn.
Roll Call: Ayes: All; Nays: None; Motion passes: 4 - 0.

ATTEST:

Rachel Greving, City Clerk

Scott Mikkelsen, Mayor

CITY COUNCIL COMMUNICATION
Meeting Date: 11/12/2024

AGENDA ITEM:

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

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: ____YES ____NO

*High-Performing Organization/Exception Professional Services ____

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by:

Return to:

Grimes Resolution No. 11-0224

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

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

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

NOW, THEREFORE, 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 November 12, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

City of Grimes Claims 11.12.24

HEARTLAND HEATING & COOLING	GP HVAC REPAIR INSURANCE DEDUCTIBLE	\$	10,000.00
CALIBER CONCRETE	AUTUMN PARK IMPROVEMENTS #2	\$	162,138.24
D&K PRODUCTS	TURF CHEMICALS	\$	2,320.00
A KINGS THRONE LLC	PORTABLE RESTROOMS - PARKS/GP EVENT	\$	2,559.90
ALLIANCE CONST. GROUP	PUBLIC WORKS SITE IMPROVE #2	\$	147,571.10
ALLENDER BUTZKE ENGINEERS	CONSTRUCTION FIELD TESTING	\$	12,299.55
SHERWIN WILLIAMS	STREET PAINT	\$	352.25
BAKER & TAYLOR	LIBRARY MATERIALS	\$	2,186.20
BANKERS TRUST COMPANY	CONFERENCES/SUPPLIES/PROGRAMMING	\$	14,254.66
BASCOM TRUCK	DOT INSPECTIONS/MAINTENANCE/REPAIRS	\$	8,597.50
BLACK HILLS ENERGY	GAS	\$	558.32
BDI SIGNS	WINDOW GRAPHICS INSTALL - LIBRARY	\$	305.00
SHADRAN INDUSTRIAL	AUGUST/SEPTEMBER 2024 JANITORIAL - CH	\$	1,850.00
BOMGAARS	TOOLS/CLOTHNG/SUPPLIES-GP/PW/PRKS/DS	\$	2,034.37
CITY OF URBANDALE	SALT STORAGE MAINT FEE 2024	\$	1,440.00
CENTRAL IOWA PEST	CITY PEST CONTROL	\$	830.00
CITY OF JOHNSTON	28E FIRE/AMB MONTHLY NOV 2024	\$	216,667.67
COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	957.68
CORE & MAIN	WATER/STORM WATER - PARTS/SUPPLIES	\$	7,754.16
FAREWAY STORES, INC.	SEASONAL SEND OFF MEAL - GP	\$	62.37
FASTENAL	BOLTS - PW	\$	234.85
EXCEL MECHANICAL CO	QUARTERLY INSPECTIONS/REPAIRS	\$	8,411.12
CFI SALES	R-107 TIRES	\$	1,360.34
CATCH DES MOINES	OCTOBER 2024 HOTEL/MOTEL TAX	\$	453.48
HALLETT MATERIALS	TOPDRESS SAND NORTH/SOUTH COMPLEX	\$	5,944.43
DORSEY & WHITNEY LLP	2024 BOND COUNSEL/DISCLOSURE	\$	37,000.00
HAWKEYE TRUCK EQUIPMENT	R108 SOLENOID	\$	46.00
HAWKINS INC.	WATER CHEMICALS	\$	17,990.29
HARN R/O	CARTRIDGE FILTERS/SEALS FOR RO TRAIN	\$	5,016.43
HILLYARD	RESTROOM SUPPLIES/LINERS-PARKS/GP/GCC	\$	4,500.98
MIDWEST TAPE	LIBRARY MATERIALS	\$	2,080.12
RELIANT GASES, LTD	BULK CO2	\$	1,686.65
IMWCA	INSTALLMENT 5 WORK COMP 24/25	\$	3,189.00
IOWA DEPT OF REVENUE	OCTOBER WATER EXCISE TAX	\$	38,744.06
IOWA DOT	CERTS-ZAMORA/HANSON/FERRARA	\$	1,560.00
IOWA LEAGUE OF CITIES	GOVINVEST SALARY SURVEY MODULE - HR	\$	3,500.00
IOWA PRISON INDUSTRIES	SIGN BLANKS	\$	1,361.80
IPERS	IPERS- REGULAR	\$	(164.60)
IOWA SIGNAL INC	HWY 44 GRN LIGHT WB/PED POLE	\$	1,090.00
KLINE ELECTRIC INC	REPAIRS/MAINTENANCE-PARKS/GCC/PW	\$	19,078.44
LEAF	COPIER CONTRACT - DS/PARKS	\$	413.50
LIBERTY READY MIX	500 NE BEAVERBROOKE-CONCRETE	\$	698.00
LOGAN CONTRACTORS SUPPLY	CONCRETE SUPPLIES	\$	280.50

MAIL SERVICES	UB MONTHLY/DISCONN/LEAD SERVICE LINE	\$	914.88
MARTIN MARIETTA	FILL SAND-STORM WATER	\$	1,854.77
MEDIACOM	PW INTERNET AND TV/CH TV	\$	408.67
METRO WASTE AUTHORITY	SEP/OCT 24 GARBAGE/CURB-IT/DUMPSTERS	\$	148,938.73
MCANINCH CORPORATION	WTP TO N JAMES FEEDER MAIN #4	\$	138,140.69
MIDWEST AUTOMATIC	302 E 1ST ST SPRINKLER/BK FLOW	\$	284.35
MIDAMERICAN ENERGY	ELECTRIC	\$	46,949.04
MLC	QUICKLIME	\$	15,479.11
MTI DISTRIBUTING INC.	IRRIGATION SOLENOIDS/SCRUBBER REPAIR	\$	39.48
MUNICIPAL SUPPLY, INC.	FLEXNET SOFTWARE/METERS/PARTS	\$	50,155.00
NORWALK READY MIX CONCRETE	LIMESTONE	\$	930.00
O'REILLY AUTO PARTS	VEHICLE BATTERIES/OIL FILTER/GREASE	\$	1,253.87
ONESOURCE BACKGROUND	STAFF/COACHES BACKGROUND CHECKS	\$	710.90
PETERSON PEST & TERMITE	PEST CONTROL - LIBRARY	\$	45.00
PIONEER MFG COMPANY	GAMELINE REMOVER - GP	\$	2,381.70
POLK CO RECORDER	ANNEXATION RECORDING	\$	277.00
SMITH'S SEWER SERVICE	INVESTIGATING/JETTING/CLEANING	\$	4,049.02
SNYDER & ASSOCIATES	NE DEST/NE BVRBK IMPROVE #24	\$	6,574.70
SITEONE LANDSCAPE SUPPLY	PW SITE IMPROV/BVRVK ISLAND- STRAW MATS	\$	3,004.85
SPRAYER SPECIALTIES	PLOW TRUCK BRINE PUMPS/STOCK SUPPLIES	\$	981.56
STIVERS FORD	2024 FORD F150/ACCESSORIES - PW	\$	47,002.31
THORPE WATER DEVELOPMENT	ABANDONMENT OF 2 WELLS	\$	8,230.00
TOMPKINS INDUSTRIES INC.	S202 PARTS	\$	248.62
TRIPLETT OFFICE ESSENTIAL	OFFICE FURNITURE - DS	\$	1,641.26
US WATER	OCTOBER 2024 SERVICES	\$	50,402.80
CINTAS FIRST AID & SAFETY	AED AGREEMENT/GCC-SAFETY CABINETS	\$	1,967.93
ULINE	JANITORIAL SUPPLIES/CONTAINERS/SIGN - GP	\$	4,267.40
VERIZON WIRELESS	CITY HALL/COUNCIL/PW IPADS	\$	197.58
VEENSTRA AND KIMM, INC.	WW PLANT DECOMMISSION PLAN #2	\$	12,273.00
WRIGHT OUTDOOR SOLUTIONS	PLANT MAINTENANCE - LIBRARY	\$	166.00
BRAVO GREATER DES MOINES	28E-FY25 OCTOBER 2024	\$	453.48
ELM USA	DISC BUFFER - LIBRARY	\$	25.00
CENTURY LINK	10/13-11/12/24 PHONE SERVICE	\$	139.50
RJ MARTIN EXCAVATING	HAULING JUNK DIRT	\$	1,100.00
INFOMAX OFFICE SYSTEMS	LIBRARY COPIER CONTRACT	\$	561.36
EFTPS	FED/FICA TAX	\$	54,733.27
KANOPY INC	LIBRARY MATERIALS	\$	54.00
CSG FORTE PAYMENTS, INC	CC FEES - UB/PARKS/GP/GCC	\$	6,851.17
EJS SUPPLY	SNOWPLOW BLADES	\$	11,264.62
POLK CO TREASURER	OCTOBER CONTRACT 2024	\$	125,213.92
IMFOA CERTIFICATION	WOODKE-RECERT/STEELE - CERTIFICATION	\$	175.00
GWORKS	2024 W-2'S AND 1099'S	\$	445.26
BENTLEY RIDGE TREE FARM	ROW TREES	\$	318.00
BEELINE + BLUE	OFFICE SUPPLIES-XEROGRAPH BOND-DS	\$	108.56

UMB BANK, N.A.	GO BOND INTEREST	\$ 1,580,074.65
MENARDS	ANTIFRZE/SUPPLIES/PARTS-SP/PW/GP/GCC	\$ 1,654.94
MI-FIBER, LLC	GCC/DS INTERNET	\$ 387.90
AJ ALLEN MECHANICAL	EMERGENCY MAIN BREAK REPAIR HWY 141	\$ 12,302.84
BULK TRANSPORT CO EAST	DELIVERY OF LIME	\$ 4,540.28
GETTYS NATHAN	CLOTHING REIMBURSEMENT	\$ 214.99
DUCKETT, NICHOLAS	CLOTHING REIMBURSEMENT	\$ 99.99
VOYA	DEFER COMP PRE	\$ 3,758.08
FOTH INFRASTRUCTURE & ENV	S JAMES IMPRV #3/CIPP PROG #3/SE 11TH #17	\$ 52,702.14
AIG	DEFER COMP ROTH	\$ 782.50
HORACE MANN	DEFER COMP ROTH	\$ 500.00
MASSMUTUAL	DEFER COMP PRE	\$ 2,268.00
STRAUSS SECURITY SOLUTION	LOCKS - PW	\$ 134.36
NILLES ASSOCIATES	SWMP AND SP REVIEW	\$ 3,600.00
LUMEN CENTURY LINK	9/16-10/15/24 FIBER SERVICE	\$ 599.82
ELECTRIC PUMP	INTEGRATE RO BLDG & ADD ALARMS	\$ 3,372.75
REDBUD LLC	OCTOBER MOWING/NUISANCE ABATEMENT	\$ 7,607.29
MICROMARKETING LLC	LIBRARY MATERIALS	\$ 38.25
ANKENY SANITATION	NOV 2024 RECYCLING/GARBAGE	\$ 4,986.25
GENERAL TRAFFIC CONTROLS	ETHERNET SWITCHES FOR TRAFFIC	\$ 23,628.00
SCENTAIR TECHNOLOGIES	PW/GCC IONS 10-10 TO 11-9-24	\$ 473.00
NORTHERN TOOL & EQUIPMENT	DUMPSTER CASTERS	\$ 87.96
RENEWABLE ENERGY GROUP	FUEL-PW/DS/FIRE/PARKS	\$ 8,015.73
EBS	DECEMBER 2024 PREMIUMS	\$ 3,675.51
INTERSTATE POWER SYSTEMS	GCC/PW GENERATORS MAIN/REPAIR	\$ 2,670.17
DANIELS KENDRA E	CLOTHING REIMBURSEMENT	\$ 95.64
INSIGHT PUBLIC SECTOR	CROWDSTRIKE PROTECT RENEWAL IT	\$ 7,619.98
LINDE GAS & EQUIPMENT INC	GAS CYLINDER LEASE- 1 YEAR	\$ 141.27
CITY OF GRIMES FLEX	EMPLOYEE FLEX SPENDING	\$ 5,091.38
S.M. HENTGES & SONS INC	WRA CON 2 #17/18-SE 19TH SEW# 9/RETAIN	\$ 135,991.93
CIT SEWER SOLUTIONS	LIFT STATION MAINTENANCE/PIT CLEANING	\$ 3,503.81
HEARTLAND BUSINESS	MONTHLY OFFICE 365	\$ 3,510.50
COMMONWEALTH ELECTRIC	WTP FEEDER MAIN FIBER REPAIR	\$ 9,697.30
IOWA POND GUY LLC	HERITAGE PARK FOUNTAIN CHECK/REMOVAL	\$ 600.00
CITY OF GRIMES HSA	EMPLOYEE FLEX SPENDING	\$ 428.74
SOYER, MICHELLE	YOGA OCTOBER & NOVEMBER	\$ 648.00
AMAZON	SUPPLIES/PROGRAM/PARTS-IT/LIB/GP/CH/PW	\$ 3,506.87
AUTOMATED SYSTEMS OF IOWA	YEARLY CALIBRATION OF GAS SENS	\$ 400.00
SIDEKICK DEVELOPMENT	OWNER'S REP FEE-PUBLIC SAFETY	\$ 8,500.00
RINGCENTRAL, INC.	CITY PHONE SERVICES - SHARED	\$ 2,815.39
US CELLULAR	LIBRARY HOTSPOTS	\$ 772.95
ACCO BRANDS USA LLC	LAMINATING SUPPLIES - LIB	\$ 865.92
MIDWEST TURF SUPPORT LLC	TURF CHEMICALS	\$ 1,600.00
PLAYAWAY PRODUCTS	LIBRARY MATERIALS	\$ 296.19

ECO WORKS SUPPLY	WHITE ARTIFICIAL PAINT-GP	\$	2,870.00
SBS SERVICES GROUP LLC	PW/GCC/LIB-CLEANING/CARPET	\$	9,285.32
CITY TRACTOR CO., INC	SIDE BRUSH - PARKS	\$	171.28
LASHIER PARTNERS LLC	RESTROOM CLOSED SIGNS - PARKS	\$	168.40
ZELIADT MICHELLE	HOME BASE IOWA SPRING/FALL 2024	\$	1,000.00
CROSSER BRAYDEN	FLAGFOOTBALL OFFICIAL FEES	\$	635.00
METRONET	INTERNET FOR FLEXNET SYSTEM	\$	251.18
RTL EQUIPMENT INC	EQUIPMENT RENTAL - PW	\$	675.00
PRELOAD LLC	GRIMES GRND STORAGE RESERV #11	\$	46,597.50
TEAM SERVICES INC	CONSTRUCTION FIELD TESTING	\$	1,058.00
TINT WORLD	BUILDING WINDOW PRIVACY TINT - GP	\$	629.64
GANNETT IOWA LOCALIQ	PUBLICATIONS	\$	1,353.64
PYE-BARKER FIRE & SAFETY	GCC INSPECTIONS/SUPPRESSION	\$	1,357.00
ALPHA LANDSCAPES LLC	WRA CONNECT CON 5 REFOREST #1/RETAIN	\$	181,962.00
PERFICUT COMPANIES INC	HORTICULTURE MAINTENANCE-OCT	\$	3,645.00
VESTIS GROUP INC	GCC RUG RENTAL 10-15-24	\$	126.67
ROBERTS KAYLEE	TIPPI TOES DANCE OCTOBER 2024	\$	4,256.00
BEACON ATHLETICS	BASE PLUGS	\$	247.80
RCX SPORTS	PROGRAMMING JERSEYS	\$	6,505.00
CLEANING CONNECTION INC	CARPET CLEANING LIBRARY	\$	250.00
CROSSER JILL	SWAG PROGRAM-SQR REIMBURSEMENT	\$	75.44
BCI BURKE COMPANY LLC	2ND PAYMENT SPLASH PAD SLIDE	\$	11,581.50
FLINN CORP	CDL-NOW TRAINING/KURTZ	\$	260.00
CARBINE KENNEDY	VOLLEYBALL OFFICIALS FEE	\$	175.00
WELLER BROTHERS OF IA LLC	REGRADE SOD AND OVERSEED - WRA	\$	9,699.21
IOWA CONCRETE CUTTING INC	LIBRARY STORM WATER PROJECT	\$	500.00
AMBULANCE REFUND	REFUND AMBULANCE 11/18/2023	\$	1,393.70
AMBULANCE REFUND	REFUND AMBULANCE 8/23/2023	\$	120.31
DEPT OF VETERANS AFFAIRS	REFUND AMBULANCE	\$	1,272.30
AMERIGROUP (IA MEDICAID)	REFUND AMBULANCE	\$	124.66
MARDIS BENJAMIN	FLAG FOOTBALL OFFICIALS FEE	\$	135.00
DOREMUS ANTHONY	FLAG FOOTBALL OFFICIALS FEE	\$	135.00
AMBULANCE REFUND	REFUND AMBULANCE 8/19/2023	\$	2,319.43
PIPHO RICHARD	SWAG-SQR REIMBURSEMENT	\$	1,040.69
CONCRETE CONNECTION LLC	PUBLIC LIB AMPHITHEATER #1	\$	258,985.68
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	\$	164,184.23
	CLAIMS TOTAL	\$	4,119,735.57
	GENERAL FUND	\$	641,291.54
	LIBRARY FUND	\$	44,983.88
	ROAD USE TAX FUND	\$	56,631.57
	EMPLOYEE BENEFITS FUND	\$	25,684.73
	HOTEL/MOTEL/ECON DEV FUND	\$	906.96
	DEBT SERVICE FUND	\$	1,580,074.65
	CP - PARKS FUND	\$	271,487.02

CP - GRIMES COMMUNITY COM FUND	\$	149,583.97
WRA SANI SEWER PHASE 1 FUND	\$	181,962.00
19TH ST SEWER EXTENSION FUND	\$	22,277.73
ANN SANI SEWER I&I REHAB FUND	\$	708.00
ANNUAL SIGNAL IMPROVEMENT FUND	\$	23,628.00
ANN TRAIL IMPRV & PLAN FUND	\$	162,138.24
WRA SANI SWR PHASE 2 FUND	\$	113,714.20
WRA SANI SEWER PHASE 3 FUND	\$	9,699.21
SE 11TH & JAMES FUND	\$	53,052.14
WATER PRODUCTION PROJECTS FUND	\$	205,815.20
NE DEST/NE BVRBROOKE IMP FUND	\$	6,574.70
FIRE STATION FUND	\$	42,500.00
THORPE AREA EXPANSION FUND	\$	8,230.00
CITY HALL PROJECT FUND	\$	3,000.00
EQUIP REVOLVING PROGRAM FUND	\$	46,791.50
WATER FUND	\$	249,402.38
SEWER FUND	\$	47,437.10
LANDFILL/GARBAGE FUND	\$	152,505.43
STORM WATER FUND	\$	19,655.42
	\$	<u>4,119,735.57</u>

OCTOBER 2024 MONTHLY REVENUE	GENERAL FUND	\$	4,000,181.19
	LIBRARY FUND	\$	11,763.90
	ROAD USE TAX FUND	\$	172,489.98
	EMPLOYEE BENEFITS FUND	\$	391,313.45
	LOCAL OPTION SALES TAX FUND	\$	292,028.52
	TAX INCREMENT FINANCE FUND	\$	3,244,520.25
	ECONOMIC DEV REV FUND	\$	1,587.18
	RESTRICTED GIFT FUND	\$	4,654.35
	DEBT SERVICE FUND	\$	1,629,478.51
	CAPITAL PROJECTS FUND	\$	1,295,670.17
	WATER FUND	\$	758,076.47
	SEWER FUND	\$	481,342.25
	LANDFILL/GARBAGE FUND	\$	69,658.30
	STORM WATER FUND	\$	72,475.85
	GRIMESPLEX FUND	\$	83,108.43
		\$	<u>12,508,348.80</u>

AMAZON CLAIMS 11.12.24		
Charges	Amount	Description
Parks & Rec	\$ 217.33	Pliers/hot glue sticks/sharpies
	\$ 163.04	Tape/cables/microphone
	\$ 284.96	Microwaves/tables/lock box
Library	\$ 542.28	Materials
	\$ 804.23	Programming supplies
	\$ 120.91	Sponges/markers/coffee cups
	\$ 88.54	Dishwasher pods/water filter
	\$ 63.45	Acrylic sheets/planner/Kleenex
	\$ 206.77	Cleaning/safety supplies
Public Works	\$ 92.70	File organizer/rust converter
IT	\$ 253.98	Tablet/case/keyboard
	\$ 107.10	Coffee/patch cables
Comm	\$ 152.98	Tripod/microphone
City Hall	\$ 228.78	Kleenex/cleaning supplies/stamp
	\$ 179.82	Paper products/stamp pad/award
Total	\$3,506.87	

Bankers Trust Credit Cards			
Parks & Recreation			
7444	\$509.00	Skate South	Summer Adventures programming
	\$350.00	WDM RecPlex	Summer Adventures programming
	\$37.50	When I work	Scheduling software
	\$160.00	Iowa STMA	Spring workshop-Miller/Houk/Kenyon/Shroyer
	\$394.69	Crown Awards	Programming awards
	\$237.88	Costco	Programming supplies
	\$437.59	Ring King USA	Programming awards
	\$45.52	Walmart	Programming supplies
	\$108.00	Lashier Graphics	Programming promotional signs
	\$457.92	Wix.com	GrimesPlex.com annual business subscription
Public Works			
8021	\$103.00	ISWEP	ISWEP conference registration-Daniels
	\$1,147.46	Embassy Suite	APWA conference hotel-Teig/Greiman
	\$30.01	Conoco	APWA conference travel fuel-Teig
	\$65.46	Casey's	APWA conference travel fuel-Teig
	\$43.69	Buc-ee's	APWA conference travel fuel-Teig
	\$421.00	ISU Extension	CIC classes-Thayer
	\$207.00	ICPA	Concrete Pavement Preservation registra-Thayer
	\$600.32	Hampton Inns	SPOT conf hotel - Cox/Duckett/Capaldo/Reints
	\$28.25	USPS	Postage
Dev Serv - Alex			
8047	\$15.00	EB Daily Commuter Parking	CPM parking-Tibbles
	\$134.53	Hy-Vee	Strategic planning breakfast/snacks
	\$65.55	Casey's	Strategic planning breakfast/snacks
	\$143.94	Rocket Carwash	Rocket carwash fee
	\$300.00	FSP Iowa	Fall lowACE conference registration-Brittonson
	\$9.68	USPS	Certified letter - code enforcement
	\$435.00	Int'l Code Council	IPMC & Code/Inspector/MG guides-Brittonson
	\$180.00	ASFPM	Floodplain Manager annual member-Pfaltzgraff
	\$319.93	Ultimate Electricians Course	Journeyman electrical exam prep course - Kamm
Finance			
7015	\$60.98	Walmart	Office candy
	\$111.86	Pour Choices	Staff appreciation lunch
	\$594.92	Electronic Services	Iowa Land Records-legal recording fees
	\$50.00	IA League of Cities	Budget class-Woodke
Dev Serv - Matt			
4515	\$110.00	ISU INTRANS	Municipal Streets Seminar registration-Jarosh

Library			
8070	\$155.03	Walmart	Programming supplies
	\$20.00	State Library of Iowa	Space planning workshop registration-Heid
	\$99.00	Library Journal	Library materials
	\$18.75	Dollar Tree	Programming supplies
	\$297.11	USPS	Postage/stamps
	\$200.00	Iowa Humanities	Programming supplies
Administrator			
1611	\$169.34	StoneyCreek Hotel	IA League of Cities conference-Anderson
	\$4.50	Discovery Sioux City, IA	IA League of Cities Parking-Anderson/Greving
	\$135.10	Uber	ICMA conference transportation-Anderson
	\$100.00	DSM Parking	ICMA conference airport parking-Anderson
	\$873.61	EVEN Hotel Pittsburgh	ICMA conference hotel-Anderson
	\$53.34	Destination Grille	CIWW/ICAP lunch meeting-Anderson
	\$928.90	Constant Contact	Annual email marketing subscription
	\$747.15	In The Bag	Strategic planning lunches
	\$20.00	OpenAI	Subscription
	\$15.00	EB Daily Commuter Parking	CPM parking-Greving
	\$400.00	DMACC	AI class-Greving
IT			
4523	\$821.75	Server Supply	Additional hard drives for backups
	\$40.00	Cognito	Team subscription
	\$88.68	GoDaddy	GrimesPlex.com domain renewal-4 years
	\$0.87	Microsoft	Monthly charge for DNS service
	\$1,090.80	Hy-Vee	EEC in-service lunch/grapes/speaker
HR			
4507	\$20.00	OpenAI	Subscription
Katie Lord			
1452	\$8.98	Hy-Vee	Meeting supplies
	\$9.48	Lightbrite Coffee Roasters	Partner meetings
	\$21.59	Destination Grille	Partner meeting
Total	\$14,254.66		

TREASURER'S REPORT

CALENDAR 10/2024, FISCAL 4/2025

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
001	GENERAL	4,054,648.05	4,000,181.19	601,182.95	7,140.00	7,460,786.28
002	LIBRARY FUND	157,133.22	11,763.90	82,546.71	.00	86,350.41
005	FIRE/RESCUE AUXILIARY	.00	.00	.00	.00	.00
110	ROAD USE TAX	4,186,403.54	172,489.98	68,873.42	352.25	4,290,372.35
112	EMPLOYEE BENEFITS	1,611,109.69	391,313.45	166,716.05	.00	1,835,707.10
119	EMERGENCY FUND	.00	.00	.00	.00	.00
121	LOCAL OPTION SALES TAX	4,082,618.49	292,028.52	.00	.00	4,374,647.01
125	TAX INCREMENT FINANCING	1,732,139.99	3,244,520.25	.00	.00	4,976,660.24
160	HOTEL/MOTEL/ECON DEV	326,265.31	1,587.18	7,356.38	.00	320,496.11
161	ECO DEVELOPMENT REVOLVING	234,549.50	.00	.00	.00	234,549.50
167	RESTRICTED GIFTS	54,323.17	4,654.35	.00	.00	58,977.52
170	FEMA - FIRE DEPT	.00	.00	.00	.00	.00
200	DEBT SERVICE	890,169.57	1,629,478.51	600.00	.00	2,519,048.08
301	CAPITAL PROJECT FUND	42,023.48-	.00	.00	.00	42,023.48-
302	CP - ROAD DEVELOPMENT	.00	.00	.00	.00	.00
303	CP - WALLACE	.00	.00	.00	.00	.00
304	STM WATER MASTER PLAN	.00	.00	.00	.00	.00
305	CP - MAIN STREET	.00	.00	.00	.00	.00
306	CP - PRAIRIE/LITTLE BEAVE	.00	.00	.00	.00	.00
307	CP - STORM WATER	.00	.00	.00	.00	.00
308	CP-SW COUNTY LINE ROAD	.00	.00	.00	.00	.00
309	CP - PARKS	2,202,358.90	1,418.33	37,271.90	.00	2,166,505.33
310	CP - FIRE	.00	.00	.00	.00	.00
311	CP - DOWNTOWN	.00	.00	.00	.00	.00
312	CP - S JAMES/SE 37TH ST	.00	.00	.00	.00	.00
313	CP - GRIMES COMMUNITY COM	205,329.75	.00	52,033.62	.00	153,296.13
314	CP-NE GATEWAY/HOPE COMM	.00	.00	.00	.00	.00
315	CP N COMPLEX SANI CONNECT	.00	.00	.00	.00	.00
316	CP - WATER CAP IMPROVEMNT	.00	.00	.00	.00	.00
317	CP - COMP PLAN	.00	.00	.00	.00	.00
318	CP - CITY HALL	742.50-	.00	.00	.00	742.50-
319	KENNYBROOK PK WQI IMPRV	3,497.57-	.00	.00	.00	3,497.57-
320	CP-New Jordan Well 2019	.00	.00	.00	.00	.00
321	CP- ASR 2019	.00	.00	.00	.00	.00
322	CP-16" Water Main	.00	.00	.00	.00	.00
323	CP-Water Tower 2019	.00	.00	.00	.00	.00
324	CP-Water Plant Exp 2019	.00	.00	.00	.00	.00
325	SE 37TH HWY 141 PROJECT	.00	.00	.00	.00	.00
326	2019 OVERLAY PROJECT	3,647,325.00	.00	.00	.00	3,647,325.00
327	SE 19TH & SW CO OVERLAY	.00	.00	.00	.00	.00
328	WRA SANI SEWER PHASE 1	6,805.18-	.00	21,702.50	.00	28,507.68-
329	NW TERRITORY LIFT STATION	.00	.00	.00	.00	.00
330	GIS MAPPING	.00	.00	.00	.00	.00
331	19TH ST SEWER EXTENSION	1,162,288.90-	.00	78,041.72	.00	1,240,330.62-
332	ROAD USE EQUIPMENT	.00	.00	.00	.00	.00
333	WRA PARALLEL SEWER	.00	.00	.00	.00	.00
334	HWY44 & COUNTY LN RD 2020	.00	.00	.00	.00	.00
335	ANN SANI SEWER I&I REHAB	41,605.30	.00	.00	.00	41,605.30
336	SE 11th ST RR/James 2019	.00	.00	.00	.00	.00
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-	100,580.00	.00	.00	27,117.50-
340	ANNUAL SIGNAL IMPROVEMENT	544,870.81-	.00	.00	.00	544,870.81-

TREASURER'S REPORT
CALENDAR 10/2024, FISCAL 4/2025

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
341	HWY 44 STUDY	114,400.00	.00	.00	.00	114,400.00
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	1,125.00-	.00	.00	.00	1,125.00-
345	ANNUAL WATER MAIN REPLACE	817,967.94	502.89	158,113.86	.00	660,356.97
346	HW TRAIL EXTENSION	.00	.00	.00	.00	.00
347	N SPORTS COMPLEX PARKING	.00	.00	.00	.00	.00
348	SPLASH PAD	298,904.49-	.00	.00	.00	298,904.49-
349	SE 6TH & S JAMES INTERSEC	.00	.00	.00	.00	.00
350	GRIMES LIBRARY BLDG FUND	996,218.94-	.00	147,304.00	.00	1,143,522.94-
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	34,954.64-	.00	.00	.00	34,954.64-
354	ANNUAL PCC PATCHING	.00	.00	.00	.00	.00
355	TRAFFIC SIGNAL EQUIPMENT	5,877.10	.00	.00	.00	5,877.10
356	ANNUAL PAVEMENT PRESERVE	.00	.00	.00	.00	.00
357	S CMLX IRRIGATION PROJ	.00	.00	.00	.00	.00
358	ANN TRAIL IMPRV & PLAN	864,579.84	1,127.77	169,539.93	.00	696,167.68
359	EMERGENCY WATER MAIN	.00	.00	.00	.00	.00
360	19TH ST WATER MAIN	.00	.00	.00	.00	.00
361	WW PLANT MBDR RETROFIT	28,926.53-	.00	.00	.00	28,926.53-
362	WRA SANI SWR PHASE 2	84,550.00-	.00	.00	.00	84,550.00-
363	WRA SANI SEWER PHASE 3	45,047.50-	.00	.00	.00	45,047.50-
364	WRA SANI SWR PHS 4	.00	.00	144,585.67	.00	144,585.67-
365	WALLACE FARM	8,780.00-	.00	.00	.00	8,780.00-
366	JACOB ST OVERLAY PROJ	.00	.00	.00	.00	.00
367	GRIMESPLEX	1,817,589.12-	.00	.00	.00	1,817,589.12-
368	TRL RDG/BEAVER WATER MAIN	.00	.00	.00	.00	.00
369	SE 11TH & JAMES	6,390,811.88	15,819.48	102,825.14	.00	6,303,806.22
370	19th & Gateway signal	.00	.00	.00	.00	.00
371	11TH & GATEWAY SIGNAL	1,960,508.50	2,748.78	54,409.47	.00	1,908,847.81
372	N JORDAN WELL REPAIRS	19,649.86-	.00	.00	.00	19,649.86-
373	BLDG ACCESS CONTROL PROJ	240,226.92	.00	430.00	.00	239,796.92
374	WATER PRODUCTION PROJECTS	2,847,124.98	1,159,514.32	499,015.27	.00	3,507,624.03
375	NE DEST/NE BVRBROOKE IMP	1,784,421.80-	.00	17,963.53	.00	1,802,385.33-
376	SE TRL RDG RD RECONSTRUCT	217,091.54	.00	.00	.00	217,091.54
377	HWY TRL EXT TO SCHOOL	11,320.25-	.00	.00	.00	11,320.25-
378	FIRE STATION	6,554,605.22	9,385.78	74,578.45	.00	6,489,412.55
379	100TH ST WIDENING	1,614,610.30	4,108.63	.00	.00	1,618,718.93
380	HWY 141 CORR/INTERS STDY	108,334.66	464.19	.00	.00	108,798.85
381	NO COUNTY LINE WATER MAIN	13,924.00-	.00	.00	.00	13,924.00-
382	GROUND STORAGE RESERVOIR	.00	.00	.00	.00	.00
383	JAMES ST WTP WATER MAIN	6,800.00-	.00	.00	.00	6,800.00-
384	SEWER COMPLIANCE PROJECT	355,277.91-	.00	.00	.00	355,277.91-
385	SE 41ST & SE PARK EXTNSN	77,700.73-	.00	.00	.00	77,700.73-
386	THORPE AREA EXPANSION	1,800,000.00-	.00	.00	.00	1,800,000.00-
387	CITY HALL PROJECT	48,175.00	.00	29,886.22	.00	18,288.78
399	EQUIP REVOLVING PROGRAM	2,617,146.45	.00	64,508.42	.00	2,552,638.03
600	WATER	7,662,839.38	754,760.11	339,377.83	.00	8,078,221.66
601	WATER DEPOSITS	243,163.61	3,316.36	4,667.09	.00	241,812.88
602	WATER SINKING	747,968.07	.00	.00	.00	747,968.07
603	WATER REC BOND	183,629.96	.00	.00	.00	183,629.96
610	SEWER	4,628,666.79	481,342.25	312,256.32	.00	4,797,752.72

TREASURER'S REPORT
CALENDAR 10/2024, FISCAL 4/2025

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
611	SEWER SINKING	835,642.27	.00	.00	.00	835,642.27
670	LANDFILL/GARBAGE	709,587.75	69,658.30	3,667.70	.00	775,578.35
740	STORM WATER	2,950,388.63	72,475.85	46,078.75	.00	2,976,785.73
750	GRIMESPLEX	1,180,062.94	83,108.43	723.26	.00	1,262,448.11
Report Total		57,686,772.50	12,508,348.80	3,286,256.16	7,492.25	66,916,357.39

BALANCE SHEET

CALENDAR 10/2024, FISCAL 4/2025

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL	3,405,880.85	4,865,698.47
002-000-1110	CASH - LIBRARY	70,782.81-	86,350.41
110-000-1110	CASH - ROAD USE	103,968.81	4,290,372.35
112-000-1110	CASH - EMPLOYEE BENEFITS	220,069.09	1,818,430.74
121-000-1110	CASH - LOCAL OPTION SALES TAX	292,028.52	4,374,647.01
125-000-1110	CASH - TIF	3,244,520.25	4,976,660.24
160-000-1110	CASH - HOTEL/MOTEL/ECON DEV	5,769.20-	320,496.11
161-000-1110	CASH - ECO DEVELOP REVOLVING L		234,549.50
167-000-1110	CASH - LIBRARY RESTRICTED GIFT	4,654.35	58,977.52
200-000-1110	CASH - DEBT SERVICE	1,628,863.16	2,515,491.60
301-000-1110	CASH - CAPITAL PROJECTS		42,023.48-
309-000-1110	CASH - CP - PARKS	37,271.90-	1,640,013.72
313-000-1110	CASH - CP - GRIMES COMM COMPLE	52,033.62-	153,296.13
318-000-1110	CASH - CITY HALL PROJECT		742.50-
319-000-1110	CASH-KENNYBROOK PK WQI IMP		3,497.57-
326-000-1110	CASH-2019 OVERLAY PROJECT		3,647,325.00
328-000-1110	CASH-WRA SANI SEWER PHASE 1	21,702.50-	28,507.68-
331-000-1110	CASH-19TH ST SEWER EXTENSION	78,041.72-	1,240,330.62-
335-000-1110	CASH-ANN SANI SWR I&I REHAB		41,605.30
339-000-1110	HWY 141 & HWY 44 SIGNAL CASH	100,580.00	27,117.50-
340-000-1110	ANNUAL SIGNAL IMPROVEMENT CASH		544,870.81-
341-000-1110	HWY 44 STUDY CASH		114,400.00
342-000-1110	WATER SYSTEM STUDY CASH		9,500.00-
344-000-1110	CASH PAVEMENT COND ANALYSIS		1,125.00-
345-000-1110	CASH ANNUAL WATER MAIN REPLACE	158,113.86-	153,538.85
348-000-1110	CASH SPLASH PAD		298,904.49-
350-000-1110	GRIMES LIB BLDG CASH	147,304.00-	1,143,522.94-
353-000-1110	CASH SANI SEWER STUDY		34,954.64-
355-000-1110	CASH TRAFFIC SIGNAL EQUIPMENT		5,877.10
358-000-1110	ANN TRAIL IMP & PLANN CASH	169,539.93-	276,293.32
361-000-1110	WW PLANT MBDR RETROFIT CASH		28,926.53-
362-000-1110	WRA SANI SEWER PHASE 2 CASH		84,550.00-
363-000-1110	WRA SANI SWR PHS 3 CASH		45,047.50-
364-000-1110	WRA SANI SWR PHS 4 CASH	144,585.67-	144,585.67-
365-000-1110	WALLACE FARM CASH		8,780.00-
367-000-1110	GRIMESPLEX CASH		1,817,589.12-
369-000-1110	SE 11TH & JAMES CASH	102,825.14-	996,390.62
371-000-1110	11TH & GATEWAY SIGNAL CASH	54,409.47-	486,744.16
372-000-1110	N JORDAN WELL REPAIR CASH		19,649.86-
373-000-1110	BLDG ACCESS CONT PROJ CASH	430.00-	239,796.92
374-000-1110	WTR PRODUCTION PROJECTS CASH	660,499.05	3,507,624.03
375-000-1110	NE DEST/NE BYRBROOKE IMP CASH	17,963.53-	1,802,385.33-
376-000-1110	SE TRL RDG RD RECONSTRUCT CASH		217,091.54
377-000-1110	HWY 44 TRL EXT SCHOOL CASH		11,320.25-
378-000-1110	FIRE STATION CASH	74,578.45-	400,055.26
379-000-1110	100TH ST WIDENING CASH		656,459.20
381-000-1110	N COUNTY LINE WATER MAIN CASH		13,924.00-
383-000-1110	JAMES ST WTR WATER MAIN CASH		6,800.00-
384-000-1110	SEWER COMPLIANCE CASH		355,277.91-
385-000-1110	SE 41ST & SE PARK EXT CASH		77,700.73-
386-000-1110	THORPE AREA EXPANSION CASH		1,800,000.00-

BALANCE SHEET
CALENDAR 10/2024, FISCAL 4/2025

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
387-000-1110	CITY HALL PROJECT CASH	29,886.22-	18,288.78
399-000-1110	EQUIP REVOLVING PROG CASH	64,508.42-	2,552,638.03
600-000-1110	CASH - WATER	413,996.69	5,305,656.95
601-000-1110	CASH - WATER DEPOSITS	1,419.11-	239,255.53
602-000-1110	CASH - WATER SINKING		747,968.07
603-000-1110	CASH - WATER REC BOND		183,629.96
610-000-1110	CASH - SEWER	166,289.26	1,363,339.05
611-000-1110	CASH - SEWER SINKING		835,642.27
670-000-1110	CASH - SOLID WASTE	65,990.60	775,578.35
740-000-1110	CASH - STORM WATER	26,397.10	2,928,408.32
750-000-1110	CASH - GRIMESPLEX	82,385.17	1,262,448.11
		-----	-----
	CASH TOTAL	9,184,957.35	42,699,404.39
112-000-1111	CASH - FLEX	4,528.32	17,276.36
		-----	-----
	CASH TOTAL	4,528.32	17,276.36
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
600-000-1131	RESERVES - WATER		35,000.00
		-----	-----
	RESERVES TOTAL	.00	35,000.00
001-000-1133	RESERVES - PARK & REC GOAL		6,365.17
		-----	-----
	RESERVES TOTAL	.00	6,365.17
001-000-1150	CASH - IPAIT	257.38	65,387.90
200-000-1150	CASH - IPAIT	15.35	3,556.48
309-000-1150	CASH - IPAIT	1,167.50	273,277.43
358-000-1150	CASH - IPAIT	927.10	217,142.19
371-000-1150	CASH - IPAIT	1,744.22	408,453.42
378-000-1150	CASH - IPAIT	4,360.55	1,021,132.46
379-000-1150	CASH - IPAIT	4,108.63	962,259.73
380-000-1150	CASH - IPAIT	464.19	108,798.85
		-----	-----
	CASH - IPAIT TOTAL	13,044.92	3,060,008.46
309-000-1155	CASH - IPAIT HI-YIELD	250.83	253,214.18
345-000-1155	CASH - IPAIT HI-YIELD	502.89	506,818.12

BALANCE SHEET
CALENDAR 10/2024, FISCAL 4/2025

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
358-000-1155	CASH - IPAIT HI-YIELD	200.67	202,732.17
369-000-1155	CASH - IPAIT HI-YIELD	15,819.48	5,307,415.60
371-000-1155	CASH - IPAIT HI-YIELD	1,004.56	1,013,650.23
378-000-1155	CASH - IPAIT HI-YIELD	5,025.23	5,068,224.83
		-----	-----
	CASH - IPAIT HI-YIELD TOTAL	22,803.66	12,352,055.13
600-000-1160	SAVINGS - WATER TAPPING		1,040,546.21
740-000-1160	SAVINGS - STORM WATER		48,377.41
		-----	-----
	SAVINGS TOTAL	.00	1,088,923.62
610-000-1161	SAVINGS - SEWER TAPPING	2,796.67	1,100,413.94
		-----	-----
	SAVINGS - RACCOON TOTAL	2,796.67	1,100,413.94
600-000-1162	SAVINGS - VISION	1,385.59	1,091,305.83
		-----	-----
	SAVINGS - VISION TOTAL	1,385.59	1,091,305.83
601-000-1170	WATER DEPOSIT CD 25712	68.38	2,557.35
		-----	-----
	CD'S - CITY STATE TOTAL	68.38	2,557.35
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
		-----	-----
	CD# 12396252 - GENERAL TOTAL	.00	2,212,986.63
610-000-1178	CHARTER SEW TAP CD		5.00
		-----	-----
	CHARTER SEW TAP CD TOTAL	.00	5.00
610-000-1179	SEWER RESERVES		2,242,459.00
		-----	-----
	SEWER RESERVES TOTAL	.00	2,242,459.00
		=====	=====

BALANCE SHEET
CALENDAR 10/2024, FISCAL 4/2025

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
	TOTAL CASH	9,229,584.89 =====	66,916,357.39 =====

BUDGET REPORT
CALENDAR 10/2024, FISCAL 4/2025

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,536,232.00	125,213.92	496,061.84	32.29	1,040,170.16
	EMERGENCY MANAGEMENT TOTAL	.00	10,929.40	10,929.40	.00	10,929.40-
	FIRE TOTAL	1,639,384.00	61,575.54	265,892.35	16.22	1,373,491.65
	AMBULANCE TOTAL	2,242,410.00	60,040.70-	610,371.72	27.22	1,632,038.28
	BUILDING INSPECTIONS TOTAL	2,115,217.00	133,285.30	514,182.35	24.31	1,601,034.65
	ANIMAL CONTROL TOTAL	250.00	156.50	156.50	62.60	93.50
	PUBLIC SAFETY TOTAL	7,533,493.00	271,119.96	1,897,594.16	25.19	5,635,898.84
	ROADS, BRIDGES, SIDEWALKS TOTA	2,679,263.00	146,802.64	624,777.61	23.32	2,054,485.39
	STREET LIGHTING TOTAL	210,000.00	39,188.25	99,451.66	47.36	110,548.34
	TRAFFIC CONTROL & SAFETY TOTA	35,000.00	9,084.08	159,157.79	454.74	124,157.79-
	SNOW REMOVAL TOTAL	381,700.00	5,330.60	29,674.80	7.77	352,025.20
	PUBLIC WORKS TOTAL	3,305,963.00	200,405.57	913,061.86	27.62	2,392,901.14
	WATER,AIR,MOSQUITO CONTRO TOTA	8,000.00	366.00	366.00	4.58	7,634.00
	HEALTH & SOCIAL SERVICES TOTA	8,000.00	366.00	366.00	4.58	7,634.00
	LIBRARY TOTAL	1,381,754.00	97,178.46	416,567.37	30.15	965,186.63
	PARKS TOTAL	818,939.00	33,112.33	205,024.59	25.04	613,914.41
	NORTH COMPLEX TOTAL	50,000.00	4,588.00	18,488.67	36.98	31,511.33
	SOUTH COMPLEX TOTAL	50,000.00	379.18	8,702.60	17.41	41,297.40
	RECREATION TOTAL	389,869.00	35,530.64	185,652.25	47.62	204,216.75
	REC - YOUTH PROGRAMS TOTAL	32,000.00	3,931.95	35,315.64	110.36	3,315.64-
	REC - YOUTH SPORTS TOTAL	.00	.00	.00	.00	.00
	REC - ADULT PROGRAMS TOTAL	6,800.00	92.25	1,984.55	29.18	4,815.45
	REC - ADULT SPORTS TOTAL	.00	.00	.00	.00	.00
	CEMETERY TOTAL	114,726.00	13,145.50	52,868.65	46.08	61,857.35
	GCC-GRIMES COMM COMPLEX TOTAL	177,327.00	21,444.97	94,852.81	53.49	82,474.19
	GRIMESPLEX TOTAL	578,202.00	61,863.10	223,731.36	38.69	354,470.64
	OTHER CULTURE/RECREATION TOTA	.00	2,075.72	30,981.18	.00	30,981.18-
	CULTURE & RECREATION TOTAL	3,599,617.00	273,342.10	1,274,169.67	35.40	2,325,447.33
	ECONOMIC DEVELOPMENT TOTAL	4,409,316.00	20,406.77	145,230.46	3.29	4,264,085.54
	COMMUNITY & ECONOMIC DEV TOTA	4,409,316.00	20,406.77	145,230.46	3.29	4,264,085.54
	MAYOR/COUNCIL/CITY MGR TOTAL	340,444.00	22,205.94	91,933.56	27.00	248,510.44
	CLERK/TREASURER/ADM TOTAL	852,982.00	60,151.09	276,477.15	32.41	576,504.85
	ELECTIONS TOTAL	29,000.00	12,500.00	17,500.00	60.34	11,500.00
	LEGAL SERVICES/ATTORNEY TOTAL	251,000.00	33,961.22	105,993.78	42.23	145,006.22
	CITY HALL/GENERAL BLDGS TOTAL	330,135.00	6,984.13	46,992.11	14.23	283,142.89
	TORT LIABILITY TOTAL	125,000.00	.00	.00	.00	125,000.00

BUDGET REPORT
CALENDAR 10/2024, FISCAL 4/2025

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	IT TOTAL	398,429.00	24,062.38	88,357.06	22.18	310,071.94
	OTHER GENERAL GOVERNMENT TOTA	189,000.00	1,170.35	32,081.53	16.97	156,918.47
	GENERAL GOVERNMENT TOTAL	2,515,990.00	161,035.11	659,335.19	26.21	1,856,654.81
	FIRE TOTAL	.00	.00	.00	.00	.00
	ROADS, BRIDGES, SIDEWALKS TOTA	795,520.00	.00	600.00	.08	794,920.00
	2007 BOND TOTAL	279,282.00	.00	.00	.00	279,282.00
	2009 BOND TOTAL	.00	.00	.00	.00	.00
	2012 BOND TOTAL	363,760.00	600.00	600.00	.16	363,160.00
	2015 BOND TOTAL	.00	.00	.00	.00	.00
	2017A BOND TOTAL	549,632.00	.00	.00	.00	549,632.00
	2017 REFINANCING BOND TOTAL	575,325.00	.00	.00	.00	575,325.00
	2018A BOND TOTAL	.00	.00	.00	.00	.00
	2020 GO BOND TOTAL	591,700.00	.00	600.00	.10	591,100.00
	2021 A GO BOND TOTAL	732,950.00	.00	600.00	.08	732,350.00
	2021 B GO LOST BOND TOTAL	254,250.00	.00	600.00	.24	253,650.00
	2022A BOND TOTAL	673,000.00	.00	600.00	.09	672,400.00
	2022B BOND TOTAL	796,100.00	.00	.00	.00	796,100.00
	2023B GO BOND TOTAL	663,950.00	.00	.00	.00	663,950.00
	2024A GO BOND TOTAL	1,687,457.00	.00	.00	.00	1,687,457.00
	ECONOMIC DEVELOPMENT TOTAL	.00	.00	.00	.00	.00
	DEBT SERVICES TOTAL	.00	.00	.00	.00	.00
	DEBT SERVICE TOTAL	7,962,926.00	600.00	3,600.00	.05	7,959,326.00
	FIRE TOTAL	6,100,000.00	74,578.45	350,696.15	5.75	5,749,303.85
	AMBULANCE TOTAL	.00	.00	.00	.00	.00
	BUILDING INSPECTIONS TOTAL	8,694.00	.00	.00	.00	8,694.00
	ROADS, BRIDGES, SIDEWALKS TOTA	12,169,334.00	227,231.76	3,439,418.07	28.26	8,729,915.93
	STREET LIGHTING TOTAL	150,000.00	.00	19,472.62	12.98	130,527.38
	TRAFFIC CONTROL & SAFETY TOTA	75,000.00	.00	.00	.00	75,000.00
	LIBRARY TOTAL	.00	147,304.00	351,268.20	.00	351,268.20-
	MUSEUM/BAND/THEATRE TOTAL	.00	.00	.00	.00	.00
	PARKS TOTAL	624,666.00	271,320.25	729,495.11	116.78	104,829.11-
	NORTH COMPLEX TOTAL	.00	.00	.00	.00	.00
	SOUTH COMPLEX TOTAL	.00	.00	.00	.00	.00
	GCC-GRIMES COMM COMPLEX TOTAL	50,000.00	.00	.00	.00	50,000.00
	GRIMESPLEX TOTAL	770,000.00	.00	861,226.82	111.85	91,226.82-
	ECONOMIC DEVELOPMENT TOTAL	.00	.00	.00	.00	.00
	OTHER COMM & ECO DEV TOTAL	.00	.00	39,800.00	.00	39,800.00-
	CITY HALL/GENERAL BLDGS TOTAL	.00	30,316.22	37,786.22	.00	37,786.22-
	WATER TOTAL	8,888,000.00	657,129.13	5,809,663.24	65.37	3,078,336.76
	SEWER/SEWAGE DISPOSAL TOTAL	763,000.00	244,329.89	738,254.39	96.76	24,745.61
	STORM WATER TOTAL	175,000.00	.00	.00	.00	175,000.00
	CAPITAL PROJECTS TOTAL	29,773,694.00	1,652,209.70	12,377,080.82	41.57	17,396,613.18

BUDGET REPORT
CALENDAR 10/2024, FISCAL 4/2025

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	WATER TOTAL	6,647,305.00	344,044.92	1,678,215.06	25.25	4,969,089.94
	SEWER/SEWAGE DISPOSAL TOTAL	5,643,561.00	312,256.32	1,526,676.73	27.05	4,116,884.27
	LANDFILL/GARBAGE TOTAL	1,020,504.00	3,667.70	233,756.74	22.91	786,747.26
	STORM WATER TOTAL	739,085.00	46,078.75	111,977.30	15.15	627,107.70
	SPORTS COMPLEX TOTAL	5,500.00	723.26	17,224.80	313.18	11,724.80-
		-----	-----	-----	-----	-----
	ENTERPRISE FUNDS TOTAL	14,055,955.00	706,770.95	3,567,850.63	25.38	10,488,104.37
	TRANSFERS IN/OUT TOTAL	14,622,298.00	.00	.00	.00	14,622,298.00
		-----	-----	-----	-----	-----
	TRANSFER OUT TOTAL	14,622,298.00	.00	.00	.00	14,622,298.00
		=====	=====	=====	=====	=====
	TOTAL EXPENSES	87,787,252.00	3,286,256.16	20,838,288.79	23.74	66,948,963.21
		=====	=====	=====	=====	=====

REVENUE REPORT

CALENDAR 10/2024, FISCAL 4/2025

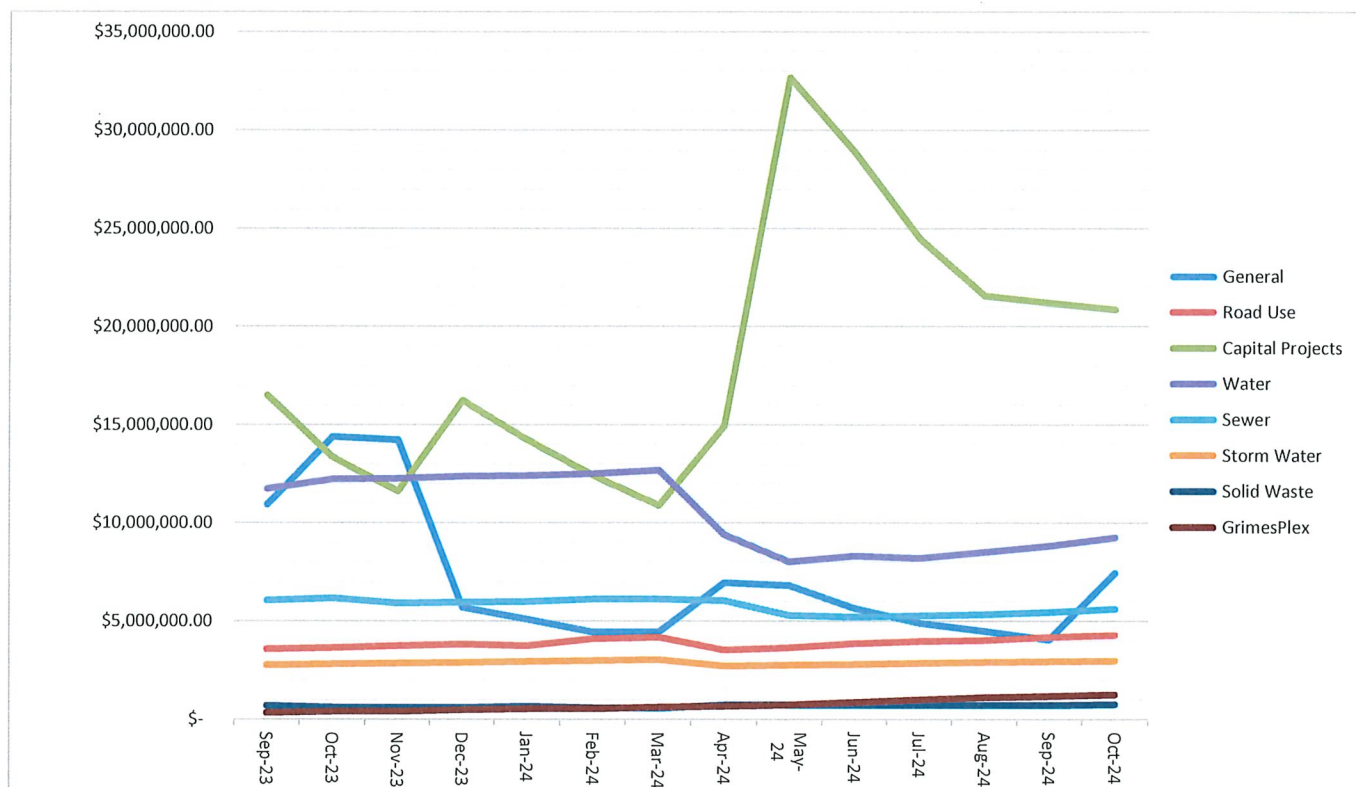
PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	14,915,095.00	4,000,181.19	5,255,371.24	35.24	9,659,723.76
	LIBRARY FUND TOTAL	1,154,324.00	11,763.90	26,229.13	2.27	1,128,094.87
	ROAD USE TAX TOTAL	2,047,136.00	172,489.98	882,108.16	43.09	1,165,027.84
	EMPLOYEE BENEFITS TOTAL	2,436,134.00	391,313.45	467,262.77	19.18	1,968,871.23
	LOCAL OPTION SALES TAX TOTAL	2,764,170.00	292,028.52	1,092,369.79	39.52	1,671,800.21
	TAX INCREMENT FINANCING TOTAL	8,940,366.00	3,244,520.25	3,767,909.39	42.14	5,172,456.61
	HOTEL/MOTEL/ECON DEV TOTAL	69,000.00	1,587.18	32,967.44	47.78	36,032.56
	RESTRICTED GIFTS TOTAL	.00	4,654.35	4,654.35	.00	4,654.35-
	DEBT SERVICE TOTAL	7,979,807.00	1,629,478.51	1,871,587.62	23.45	6,108,219.38
	CAPITAL PROJECT FUND TOTAL	.00	.00	589.20	.00	589.20-
	CP - STORM WATER TOTAL	175,000.00	.00	.00	.00	175,000.00
	CP - PARKS TOTAL	500,000.00	1,418.33	7,391.51	1.48	492,608.49
	CP - GRIMES COMMUNITY COM TOTA	50,000.00	.00	.00	.00	50,000.00
	2019 OVERLAY PROJECT TOTAL	3,400,000.00	.00	270,450.00	7.95	3,129,550.00
	WRA SANI SEWER PHASE 1 TOTAL	.00	.00	852.42	.00	852.42-
	ANN SANI SEWER I&I REHAB TOTA	350,000.00	.00	.00	.00	350,000.00
	HWY 141 & HWY 44 SIGNAL TOTAL	.00	100,580.00	100,580.00	.00	100,580.00-
	ANNUAL WATER MAIN REPLACE TOTA	750,000.00	502.89	6,818.12	.91	743,181.88
	ANN TRAIL IMPRV & PLAN TOTAL	500,000.00	1,127.77	5,885.35	1.18	494,114.65
	WRA SANI SWR PHASE 2 TOTAL	.00	.00	104,160.48	.00	104,160.48-
	SE 11TH & JAMES TOTAL	5,000,000.00	15,819.48	133,376.86	2.67	4,866,623.14
	11TH & GATEWAY SIGNAL TOTAL	1,400,000.00	2,748.78	19,583.33	1.40	1,380,416.67
	N JORDAN WELL REPAIRS TOTAL	10,000.00	.00	.00	.00	10,000.00
	WATER PRODUCTION PROJECTS TOTA	2,113,000.00	1,159,514.32	3,571,019.88	169.00	1,458,019.88-
	FIRE STATION TOTAL	6,000,000.00	9,385.78	84,275.61	1.40	5,915,724.39
	100TH ST WIDENING TOTAL	.00	4,108.63	13,975.41	.00	13,975.41-

REVENUE REPORT
CALENDAR 10/2024, FISCAL 4/2025

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	HWY 141 CORR/INTERS STDY TOTA	.00	464.19	1,579.36	.00	1,579.36-
	THORPE AREA EXPANSION TOTAL	3,000,000.00	.00	.00	.00	3,000,000.00
	CITY HALL PROJECT TOTAL	.00	.00	55,000.00	.00	55,000.00-
	EQUIP REVOLVING PROGRAM TOTAL	655,644.00	.00	.00	.00	655,644.00
	WATER TOTAL	6,667,847.00	754,760.11	2,582,198.29	38.73	4,085,648.71
	WATER DEPOSITS TOTAL	60,000.00	3,316.36	17,009.29	28.35	42,990.71
	WATER SINKING TOTAL	2,636,219.00	.00	.00	.00	2,636,219.00
	SEWER TOTAL	4,798,243.00	481,342.25	1,940,010.77	40.43	2,858,232.23
	SEWER SINKING TOTAL	1,187,100.00	.00	.00	.00	1,187,100.00
	LANDFILL/GARBAGE TOTAL	1,020,957.00	69,658.30	290,211.53	28.43	730,745.47
	STORM WATER TOTAL	825,549.00	72,475.85	279,448.53	33.85	546,100.47
	GRIMESPLEX TOTAL	1,240,000.00	83,108.43	409,515.97	33.03	830,484.03
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		82,645,591.00	12,508,348.80	23,294,391.80	28.19	59,351,199.20
		=====	=====	=====	=====	=====



CITY COUNCIL COMMUNICATION
Meeting Date: 11/12/2024

AGENDA ITEM: Resolution Approving Offer to Purchase and Agreement Cretors - SE 11th and S James Street Improvements

BACKGROUND: With the development of SE 11th St and S James Street Improvement Plans, certain easements and rights of way were determined necessary for the construction of the project. In this particular case, a permanent storm sewer easement and temporary construction easement is needed from the Cretors family, located just north of SW Kennybrook Drive on S James Street. The temporary construction easement will allow for the reconstruction of the sidewalk into a wider trail.

The City has also agreed to compensate the owner for a new fence along S. James Street.

BUDGETARY CONSIDERATIONS: \$3,595.00 covered by the projects capital fund.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☐

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

*Dynamic Town/Strong Sense of Community ☒

*More Beautiful/Vibrant Community ☒

BOARD/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: N/A

RESPONSIBLE STAFF/CONTACT INFORMATION:

Alex Pfaltzgraff, Development Services Director, 515-986-4050, apfaltzgraff@grimesiowa.gov

Prepared by: Alex Pfaltzgraff, AICP, CFM

Return to: Alex Pfaltzgraff, AICP, CFM

CITY COUNCIL COMMUNICATION
Meeting Date: 11/12/2024

AGENDA ITEM:

BACKGROUND: Since opening last fall, the GrimesPlex has hosted many local and state wide tournaments for both youth and adult participants. The Senior Games, a softball tournament, will be the first national tournament held at the GrimesPlex. The dates will be July 24 - August 4, 2025.

BUDGETARY CONSIDERATIONS: The rental fee received for this tournament will be \$23,375

STRATEGIC PLANNING:

Prioritized: X YES

*High-Performing Organization/Exception Professional Services

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

*Dynamic Town/Strong Sense of Community

*More Beautiful/Vibrant Community

BOARD/COMMISSION ACTIONS: None

STAFF RECOMMENDATION: Staff recommends approval of the Senior Games contract

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Brian Becker

Return to: Brian Becker

RESOLUTION TO ENTER INTO A SPORTS COMPLEX FACILITY USE AGREEMENT WITH
THE NATIONAL SENIOR GAMES ASSOCIATION

Grimes Resolution No. 11-0424

WHEREAS, the City of Grimes (Grimes) has established sports park facilities for team competition including softball; and,

WHEREAS, these sports park facilities were developed, in part, to host tournaments, including national tournaments; and,

WHEREAS, Grimes Parks and Recreation Department has recommended the National Senior Games Association have the privilege of access to the GrimesPlex pursuant to the terms of the attached agreement;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that Grimes enter into the attached Facility Use Agreement, and that the Mayor is authorized to execute the attached agreement on behalf of Grimes.

Passed by the City Council of the City of Grimes, Iowa, by a vote of ____ to ____ on the 12th day of November 2024, and approved by the Mayor on the day 12th of November, 2024.

PASSED and APPROVED on November 12, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

**CITY OF GRIMES
PARKS AND RECREATION DEPARTMENT
Grimes Facility Use Agreement**

THIS FACILITY USE AGREEMENT (Agreement) entered into on October 22, 2024, between the City of Grimes (“CITY”) and **National Senior Games Association (NSGA)**, (“USER”) for rental of a portion of the CITY owned GrimesPlex facility, located at 1000 NE Heritage Dr, Grimes, IA 50111, by the USER, under the following terms:

- I. The term of this Agreement shall be from July 24, 2025 to August 4, 2025. Times shall be as follows: 6:00am – 11:00pm (daily) and includes setup and teardown. Final schedule shall be shared with CITY no less than 30 days prior to the start of the event. The Agreement shall be in full force and effect upon being executed by the parties hereto. The USER shall have the right to use of the facility listed under Section VIII during the term of this Agreement as and as scheduled by the CITY.
- II. The USER agrees to do the following as consideration for this Agreement:
 - A. Deliver to the Parks and Recreation Department at 410 SE Main Street, Grimes, Iowa 50111:
 1. A signed copy of this Agreement; and
 2. A Certificate of Insurance in compliance with Attachment 1 of this Agreement; and
 3. Payment of rental charges and fees calculated under Section VIII at least 7 days before first date of use.
 - B. USER shall comply with all rules and regulations now or hereinafter established by the CITY regarding the GrimesPlex facility, as the same may be amended from time to time, including those listed on page 7 of this Agreement (“the Rules”).
 - C. USER shall be responsible for activities as follows:
 1. Provide a copy of all marketing and advertising materials and signage, vehicles and banners to be displayed or posted at the facility at least 14 days prior to use or distribution for review and approval by the Parks and Recreation Director or his designee at the CITY address listed in Section II(A). Materials must receive the written approval of the Director or his designee prior to display or posting. The CITY reserves the right to

- deny use of sponsorship names/logos, which conflict with any other sponsorships at other City facilities.
2. Submit a schedule of facility use times for approval to the Recreation Manager at least 10 days prior to use.
 3. USER shall have sole responsibility of managing and supervising all related activities to be conducted at the facility.4.USER shall have sole responsibility for the safety of participants including responsibility for clearing the facility in the event of lightning or other inclement weather conditions.
 5. USER shall provide any first aid or necessary medical personnel and supplies for USER activities, and supply written information regarding the plan to provide medical assistance in this regard to the CITY at least 10 days prior to the facility use.
- E. USER will pay for replacement and labor costs for any damage to the facility or its equipment, other than reasonable wear and tear.
- F. If musical works will be performed, played or broadcast during USER'S scheduled use of the facility, USER agrees that it will have the appropriate copyright and performance licenses authorizing such performance from the appropriate performing copyrights licensing organization.
- G. The USER agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Grimes, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the City as provided for in Attachment 1 to this Agreement. The USER agrees to obtain and maintain in continuous effect during the term of this Agreement and while any of its obligations under this Agreement remain unsatisfied, the insurance coverages set forth in Attachment 1, with amounts, coverages, limits, exclusions and endorsements as therein provided.
- H. Subject to the limitations set forth in this agreement, CITY agrees to indemnify and save harmless USER and its affiliates, officers, directors, employees, and/or agents from and against any/all expenses, damages, permits, penalties, claims, suits, actions, judgments and costs and expenses whatsoever, including, but not limited to, reasonable attorney's fees, arising out of, or in any way connected with or resulting from (1) any gross negligence or willful misconduct by CITY or its

personnel; and (2) any violation of applicable statutory laws by CITY or its personnel.

- III. The CITY shall provide full food and beverage concessions service through a third-party vendor during events. The USER does not have the right to sell food, drink or other consumables. The USER may sell merchandise, including clothing, at pre-approved CITY locations at the GrimesPlex. The USER must request locations to sell merchandise at least 10 days prior to the event, and will receive a written response from the CITY Parks and Recreation Director or his designee, with a description of the approved designated area location(s).
- IV. If multiple parties will have use of the facility during the term of this Agreement, the Parks and Recreation Director or his/her designee will communicate with NSGA to ensure that no other renter will use a field during a time that impacts NSGA activities.
- V. The CITY agrees to do the following:
 - A. Provide use of the facility after commencement of the agreement for the USER during the dates the facility is officially opened.
 - B. Control the opening and closing of the facility and clean the restrooms prior to the rental in conformance with the CITY's usual practices.
 - C. Service the Venue with reasonable and adequate cleaning of fields, high-traffic areas, restrooms, and coordinate trash pick-up and garbage removal services [minimum daily pickup as appropriate].
 - D. Appoint a staff member to serve as the primary point of contact for USER.
 - E. Attend virtual CITY-USER planning meetings or calls (as needed and when available).
 - F. Prep and maintain fields (daily) throughout the duration of the Event, and as needed throughout the day, and in prep or response to inclement weather. Moreover, CITY will coordinate daily field prep and maintenance schedule with USER no less than 14 days prior to the event start.
 - G. Provide venue-related equipment necessary to conduct an event of this size and scope, and softball field equipment when available. Softball field equipment includes, but is not limited to: outfield portable fencing, safety first-bases, double home-plates, scoreboards, tables, chairs, and pitching masks. Additional equipment when and if available may include: coolers, tents, PA systems, and awards stands.
 - H. Allows use of and manages outdoor field lighting when needed.

- I. Provide reasonable access to restrooms, water, and electricity for the purpose of managing the event.
 - J. Provide access to WiFi and internet connectivity (when available) for the purpose of managing the event.
 - K. Provide free parking for the event on site.
- VI. This Agreement may be terminated in writing for the following reasons:
- A. Unsatisfactory performance by the USER as determined at the sole discretion of the CITY; or
 - B. By mutual agreement of both parties.
- VII. This Agreement contains the whole agreement of the parties and any modification thereof must be in writing signed by the parties hereto. USER shall have no right to assign this Agreement without the prior written consent of the CITY, which consent may be withheld by the CITY at its sole discretion.
- VIII. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. The parties agree the personal jurisdiction of the Iowa District Court in Polk County, Iowa, for any legal action arising out of this Agreement.
- IX. Fees and Charges for GrimesPlex Facility is at a flat rate, for a total of \$23,375.00. A non refundable 20% deposit in the amount of \$4675 is required by April 1, 2025.

OFFICIAL USER CONTACT:

Jason Mountain
NAME

PO Box 5630, Clearwater, FL 33758
ADDRESS CITY, STATE, ZIP CODE

(321) 276.2465
CELL NUMBER

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below:

USER

National Senior Games Association

NAME OF ORGANIZATION

AUTHORIZED SIGNATURE (Sign and Print Name)

Director of Operations & Logistics

TITLE

PO Box 5630, Clearwater, FL 33758

ADDRESS

CITY, STATE, ZIP

(321) 276.2465 / jmountain@nsga.com

TELEPHONE NUMBER / EMAIL

DATE

CITY OF GRIMES CONTACT:

Tim Smith

Recreation Manager

Park and Recreation Department

410 SE Main Street

Grimes, IA 50111

Office: (515) 513-4404 Cell (515) 865-6564

APPROVED:

Mayor Scott Mickelson, Grimes, Iowa

Date

Attest:

By: Rachel Greving

Name:

Title: City Clerk

Date:

ATTACHMENT 1

CITY OF GRIMES, IOWA STANDARD PARKS FACILITY USE AGREEMENT

INSURANCE & INDEMNIFICATION REQUIREMENTS

For purposes of this Attachment and all provisions included herein, the term "Contractor" means and includes the USER, its officers, agents, employees, subcontractors and others under the control of Contractor. The term "CITY" means the City of Grimes, Iowa, including its elected and appointed officials, agents, employees and volunteers.

1. GENERAL

The Contractor shall purchase and maintain insurance to protect the Contractor and CITY throughout the duration of the Agreement. Said insurance shall be provided by insurance companies "admitted" or "nonadmitted" to do business in the State of Iowa, having no less than an A. M. Best Rating of "B+." All policies shall be written on an occurrence basis and in form and amounts satisfactory to the CITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the CITY prior to Agreement execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: The Contractor shall procure and maintain Worker's Compensation Insurance, including Employer's Liability Coverage, both written with State of Iowa statutory limits. *Waiver of Subrogation in favor of the CITY is required.*

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The Contractor shall procure and maintain Commercial General Liability insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). *Waiver of Subrogation in favor of the CITY is required.*

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form.

C. CONTRACTUAL LIABILITY: The General Liability Insurance policy shall include Contractual Liability coverage equivalent to that included in ISO standard form CG 0001. The CITY shall not be included as an Additional Insured.

D. CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT: The General Liability Insurance policy shall be endorsed to provide the CITY with no less than thirty (30) days Advance Written Notice of Cancellation, forty-five (45) days Advance Written Notification for Nonrenewal and ten (10) days Written Notification of Cancellation due to non-payment of premium. *Written notifications shall be sent to: City of Grimes, 410 SE Main Street.*

E. **WAIVER OF SUBROGATION:** To the fullest extent permitted by law, Contractor hereby releases the CITY, including its appointed officials, agents, employees and volunteers and others working on its behalf, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise for any loss without regard to the fault of the CITY or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The Contractor's policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of the CITY.

F. **PROOF OF INSURANCE:** The Contractor shall provide to the CITY Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through E above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the contract or agreement under "Description of Operations/ Locations/ Vehicle/Special Items". A Copy of the Cancellation and Nonrenewal Notification Endorsement shall be submitted with the Certificates of Insurance. ***Mail Certificates of Insurance to: City of Grimes, 410 SE Main Street.***

G. **AGENTS AND SUBCONTRACTORS:** The Contractor shall require that any of its agents and subcontractors who perform work and/or services on behalf of the Contractor purchase and maintain the types of insurance customary for the services being provided.

3. **INDEMNIFICATION REQUIREMENTS**

To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by the CITY by reason of any injury or loss including, but not limited to, personal injury; including bodily injury or death, property damage; including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Contractor's use or occupancy of the Grimes City Park, including all facilities thereon (hereinafter "City property"), including, without limitation, if such losses or injuries are incurred by the Contractor's staff and/or the team members and staff of any teams using or occupying City property at the invitation of the Contractor or any sanctioning body with which the Contractor is affiliated.

Contractor's obligation to indemnify the CITY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Contractor arising out of or in any way connected or associated with Contractor's use or occupancy of City property, except to the extent caused by or resulting from the negligence of the CITY.

Contractor expressly assumes responsibility for any and all damage caused to CITY property arising out of or in any way connected or associated with Contractor's use or occupancy of City property.

Contractor shall ensure that its activities on CITY property will be performed and supervised by adequately trained and qualified personnel and Contractor will observe all applicable safety rules.

4. **FORCE MAJEURE**

If the performance by either party of its obligations under this Agreement is delayed or prevented in whole or in part arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control (a "Force Majeure Event"), including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics and pandemics (including COVID-19); government restrictions due to any of the foregoing; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation, it shall be excused, discharged and released of performance to the extent such performance is so limited or prevented without liability of any kind; provided, however, that all other obligations of the parties shall continue and when such Force Majeure Event has ceased, then the parties shall negotiate in good faith regarding an adjustment of their rights and obligations under this Agreement. In each such case, the party affected by a Force Majeure Event shall promptly notify the other party of such failure or delay, and such party shall use its best efforts to ameliorate the effects of any such failure or delay.

5. **RULES**

A. DESIGNATED PARKING AREAS. No person shall park an automobile, wagon or other vehicle in any public park except in places so designated by appropriate signs

B. ANIMALS OR PETS. No animals or pets shall be allowed to run at large in any public park. Any animal or pet found in any such park shall be deemed to be found running at large, unless the owner carries such animal or pet or leads the same by a chain, strap or rope not exceeding six (6) feet in length, or keeps such animal confined in a wagon, automobile or other vehicle by a chain, rope or strap not exceeding six (6) feet in length. Furthermore, any person who walks an animal on public grounds shall be responsible for the proper and immediate disposal of solid waste excreted by that animal. This section shall not apply to animals under control of a handicapped person and especially trained for the purpose of assisting handicapped persons. Such persons shall keep the guide dog or pet under control and shall be liable for any damage done to the premises or facilities by the dog or pet.

C. STRUCTURES, EQUIPMENT AND ANIMALS. No person shall disturb, damage or interfere with any building, equipment or improvements of any kind made or being made in and about any public park or disturb or interfere with birds or animals kept or found therein.

D. REMOVAL OF WOOD, GRASS OR GRAVEL. No person shall cut or remove any wood, turf, grass, soil, rock, sand or gravel from any public park without written permission of the Council or City Administrator.

E. DESTRUCTION OF PLANT LIFE. No person shall in any manner deface, injure or remove any trees, shrubs or plants standing or growing in any public park or pick or destroy any flowers or seeds growing therein.

F. FIRES. No fires shall be built, except in a place provided therefore, and such fire shall be extinguished before leaving the area unless it is to be immediately used by some other party.

G. FIREWORKS, WEAPONS AND EXPLOSIVES. No person shall use firearms, weapons, firecrackers or explosives of any character in any public park, except by the approval of the City Council.

H. LITTERING. No person shall place, deposit, or throw any waste, refuse, litter or foreign substance in any area or receptacle except those provided for that purpose.

I. BASEBALL. No person shall throw, hit or play with a baseball or softball in any City park other than in areas clearly designated by signs or on a designated baseball field.

J. GOLF BALLS. No person shall drive, hit or play with a golf ball in any City park except in designated areas.

K. MOVING BENCHES AND TABLES. No person shall move benches, seats or tables from their places in any park, except on picnic grounds, and then only within the designated areas.

L. UNAUTHORIZED SIGNS. No person shall post, paste, fasten, paint or affix any placard, bill, notice or sign upon any structure, tree, stone, fence or enclosure along or within any park.

M. POSTED NOTICES. No person shall enter upon portions of any public park in disregard of signs and posted notices forbidding the same.

N. DISORDERLY AND OBSCENE CONDUCT; NUISANCES. No person shall use any loud, violent, obscene or profane language while in any public park, nor shall any person conduct himself or herself in a disorderly or obscene manner or commit any nuisance therein.

O. RESPONSIBILITY OF PARENT OR GUARDIAN. No parent, guardian, or custodian of a minor shall permit or allow such minor to do any act prohibited by any provision of this chapter.

P. ALCOHOLIC LIQUOR IN PARK. No person shall have in his or her possession or consume any alcohol in the public park that is not purchased at the concession stand.

Q. SHELTER. The park shelters may be reserved for the exclusive use of groups or persons or organizations without charge, provided that such requests for reservations must be made to the City Hall no later than 5:00 P.M. on the day before the proposed use of said shelter. Reservations are made on a first-come

R. PARKS CLOSED. No person shall enter or remain within any park between the hours of ten o'clock (10:00) p.m. and five thirty (5:30) a.m. unless special permission has been given by the custodian of the park for such person or groups of persons to remain

there. A person shall not be considered in violation of this section if they are using the City park system as a safe travel way to their destination.

CITY COUNCIL COMMUNICATION
Meeting Date: 11/12/2024

AGENDA ITEM:

BACKGROUND: The owner of 904 NE 12th Street has requested approval to install a fence within a certain overland flowage easement and storm sewer easement on the subject property. The proposed 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/COMMISSION ACTIONS: Approved Final Plat for Hope Commercial Plat 4 - 2021

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Alivia Hoodjer, Assistant Planner , ahoodjer@grimesiowa.gov

Prepared by: Alivia Hoodjer, Assistant Planner

Return to: Alivia Hoodjer, Assistant Planner

RESOLUTION 11-0524 APPROVING CONSENT AND AGREEMENT TO IMPROVEMENTS
WITHIN OVERLAND FLOWAGE EASEMENT AND STORM SEWER EASEMENT FOR LOT 7
IN HOPE COMMERCIAL PLAT 4 - 904 NE 12TH STREET

Grimes Resolution No. 11-0524

WHEREAS, the owners of Lot 7 in Hope Commercial Plat 4 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within a certain Overland Flowage Easement and Storm Sewer Easement to permit the installation of a fence within the easement area on the Property; and

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Consent and Agreement for Improvements within the overland flowage easement and storm sewer easement ("Consent and Agreement") regarding Lot 7 in Hope Commercial Plat 4 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 Agreement with the Polk County Recorder.

PASSED and APPROVED on November 12, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

Preparer Information: Alivia Hoodjer, Assistant Planner, 410 SE Main St Ste. 102 Grimes, IA 50111 (515) 986-4050
Taxpayer Information: City of Grimes 101 NE Harvey Street, Grimes, IA 50111 (515) 986-3036
Return to: Rachel Greving, 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 James Harkness, *a single person* (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

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

Lot 7 of Hope Commercial Plat 4, 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, as shown in the Hope Commercial Plat 4 dated October 21, 2021, recorded on November 3, 2021, in Book 18844, Page 178 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.

The Property Owner or Property Owner's predecessor in title, granted that certain Storm Sewer Easement, as shown in the Hope Commercial Plat 4 dated October 21, 2021, recorded on November 3, 2021, in Book 18844, Page 155 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 4' black chain-link 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.

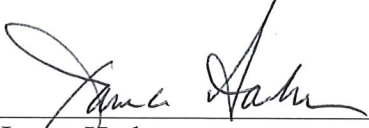
4. CITY CONSENT TO INSTALLATION OF IMPROVEMENTS. The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the Improvement such that the Improvement does not impede the use and enjoyment of the 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 October, 2024.

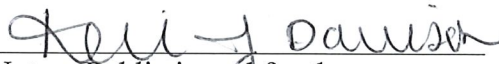
PROPERTY OWNERS


James Harkness

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 22nd day of October, 2024 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James Harkness, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.




Notary Public in and for the
State of Iowa

My Commission expires July 26, 2026

EXHIBIT A

EASEMENT AREA

A 4' black chain-link fence has been proposed to be constructed in an overland flowage easement and storm sewer easement on Lot 7 of Hope Commercial Plat 4 (904 NE 12th Street) in accordance to permit number FN-24-082.

CITY COUNCIL COMMUNICATION
Meeting Date: 11/12/2024

AGENDA ITEM:

BACKGROUND: In recent years the City has entered into a lease agreement with Crossroads Church, which holds events at Grimes Community Complex. The church also has offices and storage space at the Community Complex.

BUDGETARY CONSIDERATIONS: The payment received for this lease will be \$10,901

STRATEGIC PLANNING:

Prioritized: X YES

*High-Performing Organization/Exception Professional Services

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

*Dynamic Town/Strong Sense of Community X

*More Beautiful/Vibrant Community

BOARD/COMMISSION ACTIONS: None

STAFF RECOMMENDATION: Staff recommends approval of the lease agreement with Crossroads Community Church

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Brian Becker

Return to: Brian Becker

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

Grimes Resolution No. 11-0624

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

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

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

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

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___ to ___ on the 12th day of November 2024, and approved by the Mayor on the 12th day of November, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

PASSED and APPROVED on November 12, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

GRIMES COMMUNITY COMPLEX

LEASE AGREEMENT

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

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

RECITALS

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

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

1. LEASE SPACE

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

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

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

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

2. TERM

The term of this AGREEMENT shall be commencing on January 24, 2025, continuing in effect, and expiring on January 24, 2026, unless otherwise extended or amended by agreement of the parties. Tenant shall not occupy any portion of the LEASE SPACE beyond the termination or expiration of this AGREEMENT, and any holdover by the CHURCH shall not cause the AGREEMENT to automatically renew.

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

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

3. RENTAL PAYMENTS

Upon execution of this AGREEMENT, the CHURCH shall annually pay to the CITY as rent the sum of **\$10,901.00** commencing on January 24, 2025. Rent shall be charged based on an annual rate of \$11.00 per square foot calculated on (room #204 space of 847 sq ft, and banquet hall storage space of 144 sq ft), for a **total of 991 square foot**, which equals a fair market rental charge of \$10,901.00 per year. Rent shall be payable to the CITY by delivery to the Grimes City Clerk at the start of the lease term on or before January 24th. The CHURCH shall also be responsible pay the CITY for other charges and obligations related to its optional room rentals, listed on the second Tuesday of each month, but the CITY will not charge an additional CAM fee for use of the common areas described in Section 1. The CHURCH hereby acknowledges receipt of the CITY's current rental rate sheet for the additional rooms, and understands that such rates are subject to adjustment by the CITY in its sole discretion upon 30 days written notice.

4. GOVERNANCE

No separate entity is created by this AGREEMENT.

5. ADMINISTRATION

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

6. ALTERATIONS AND CONDITION

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

7. OWNERSHIP

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

8. USE OF CENTER

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

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

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

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

9. DUTIES OF THE CITY

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

10. DUTIES OF THE CHURCH

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

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

11. COMPLIANCE WITH THE LAW

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

12. INSURANCE

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

13. TERMINATION OF AGREEMENT

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

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

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

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

14. OWNERSHIP/DISPOSITION AT TERMINATION

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

15. ASSIGNMENT

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

16. NOTICES

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

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

17. ENTIRE AGREEMENT

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

19. OTHER

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

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

Crossroads Church



Jason Friesen, Lead Pastor
Crossroads Church

STATE OF IOWA)
) ss:
COUNTY OF POLK)

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

Notary Public in the State of Iowa

CITY OF GRIMES, IOWA

Scott Mikkelsen
Mayor

ATTEST:
Grimes City Clerk

By: _____
Rachel Greving

Date

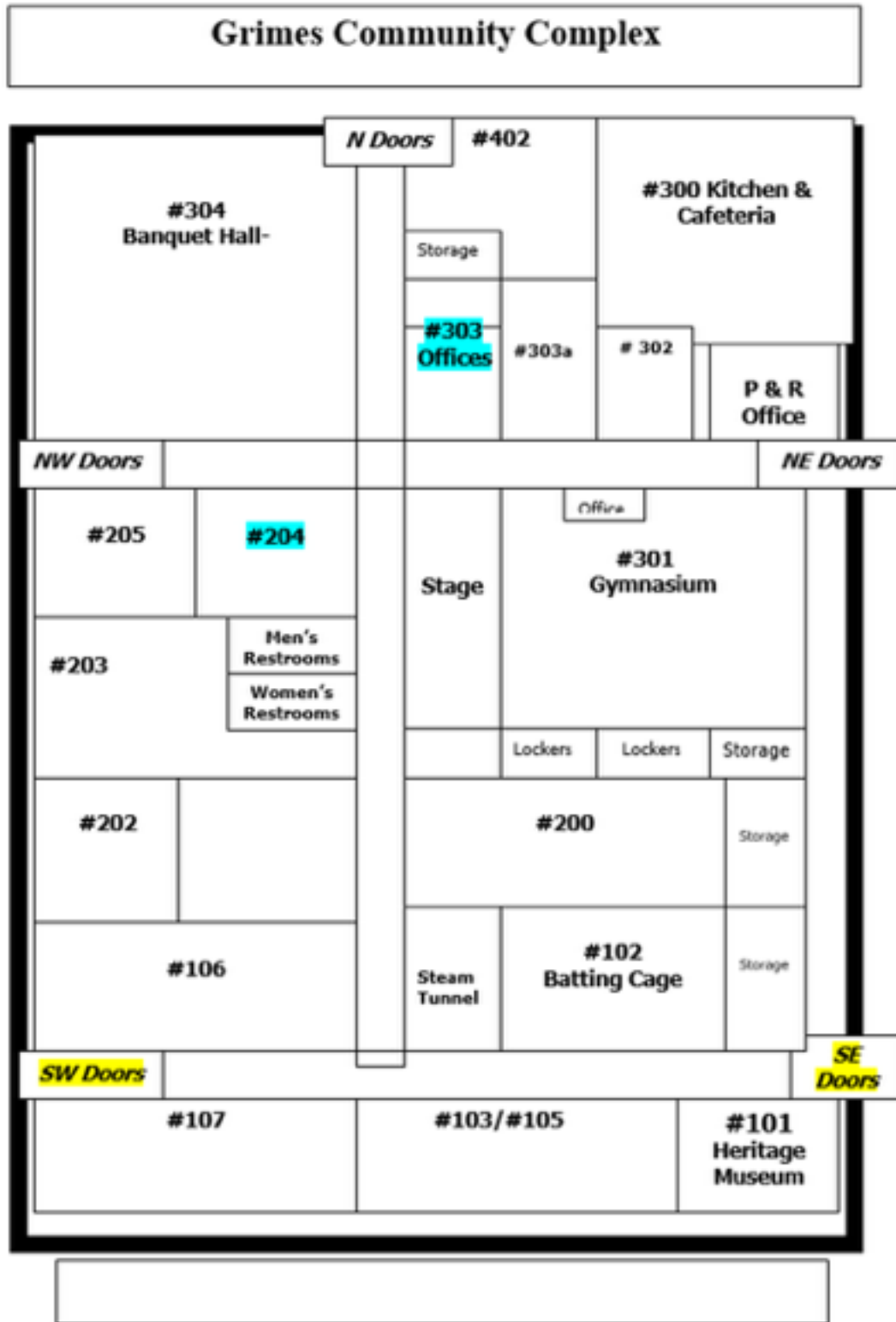
APPENDIX A

Grimes Community Complex

410 SE Main St. | 515-986-2143



IDENTIFICATIO



OF LEASE SPACE

N

APPENDIX B

CHURCH OWNED PROPERTY

LIST ANY CHURCH OWNED PROPERTY HERE

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

APPENDIX C

INSURANCE REQUIREMENTS FOR CENTER

1. GENERAL

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

2. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

CITY COUNCIL COMMUNICATION
Meeting Date: 11/12/2024

AGENDA ITEM: Resolution Approving the Fiscal Year 2023-2024 Annual Urban Renewal Report

BACKGROUND: The City is required to provide information to the State by December 1st of each year on the city's Urban Renewal Area. The attached report provides the projects listed in our Urban Renewal Plan and debts the city has incurred through our various projects and TIF agreements. The report provides information about revenues and expenses in the TIF special revenue fund during the fiscal year ended on June 30, 2024.

BUDGETARY CONSIDERATIONS: In Fiscal Year 2023-2024, the city paid \$3,276,499 in TIF rebate payments, spent \$2,643,471 to partially fund GO debt obligations, and spent \$493,385 to reimburse the General Fund for expenses in the city admin support program. The city realized \$6,323,778 in TIF tax revenue. The TIF special revenue fund had a beginning balance on July 1, 2023 of \$1,298,328 and ended the fiscal year on June 30, 2024 with an ending balance of \$1,208,751.

STRATEGIC PLANNING:

Prioritized: X YES ____ NO

*High-Performing Organization/Exception Professional Services ____

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS: Council approved all TIF rebate payments, the transfer for the city admin support program and the payments for all GO debt.

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Marcia Woodke

Return to: Marcia Woodke

RESOLUTION 11-0724 APPROVING THE FISCAL YEAR 2023-2024 ANNUAL URBAN
RENEWAL REPORT

Grimes Resolution No. 11-0724

WHEREAS, the State of Iowa requires each city to provide an Annual Urban Renewal Report to the State by December 1st of each year, and;

WHEREAS, the City of Grimes' Fiscal Year 2023-2024 TIF special revenue fund information has been compiled and input into the Department of Management's form;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that upon review of the attached report, said report is approved and adopted as the city's official Fiscal Year 2023-2024 Annual Urban Renewal Report and the Mayor and City Clerk are hereby authorized to execute said resolution.

PASSED and APPROVED on November 12, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Levy Authority Summary

Local Government Name: GRIMES
 Local Government Number: 77G719

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
GRIMES URBAN RENEWAL	77044	23

TIF Debt Outstanding: 145,696,056

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023:		Amount of 07-01-2023 Cash Balance Restricted for LMI
	1,298,328	0
TIF Revenue:	0	
TIF Sp. Revenue Fund Interest:	0	
Property Tax Replacement Claims	6,323,778	
Asset Sales & Loan Repayments:	0	
Total Revenue:	6,323,778	
Rebate Expenditures:	3,276,499	
Non-Rebate Expenditures:	3,136,856	
Returned to County Treasurer:	0	
Total Expenditures:	6,413,355	

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024:		Amount of 06-30-2024 Cash Balance Restricted for LMI
	1,208,751	0

**Year-End Outstanding TIF
 Obligations, Net of TIF Special
 Revenue Fund Balance:** 138,073,950

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL
 UR Area Number: 77044

UR Area Creation Date: 05/1987

The goal is to stimulate, through public involvement and commitment, private investments in commercial and industrial development and the creation of a sound economic base as the foundation of future growth and development.

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
GRIMES CITY/DC-GRIMES SCH/92 AMD TIF INCR	770181	770182	25,124,868
GRIMES CITY AG/DC-GRIMES SCH/92 AMD TIF INCR	770183	770184	0
GRIMES CITY/JOHNSTON SCH/17 ORD 687 AMD TIF INCR	770185	770186	5,767,300
GRIMES CITY AG/JOHNSTON SCH/17 ORD 687 AMD TIF INCR	770187	770188	0
GRIMES CITY/DC-GRIMES SCH/17 ORD 690 AMD TIF INCR	770239	770240	72,346,932
GRIMES CITY AG/DC-GRIMES SCH/17 ORD 690 AMD TIF INCR	770241	770242	0
GRIMES CITY/JOHNSTON SCH/17 ORD 690 AMD TIF INCR	770243	770244	16,582,461
GRIMES CITY AG/JOHNSTON SCH/17 ORD 690 AMD TIF INCR	770245	770246	0
GRIMES CITY/DC-GRIMES SCH/87 & 90 TIF INCR	770261	770263	63,932,010
GRIMES CITY/JOHNSTON SCH/87 & 90 TIF INCR	770353	770265	3,576,532
GRIMES CITY AG/DC-GRIMES SCH/87 & 90 TIF INCR	770262	770516	0
GRIMES CITY AG/JOHNSTON SCH/87 & 90 TIF INCR	770264	770517	0
GRIMES CITY/URB SCH/87 & 90 TIF INCR	770570	770571	50,881
GRIMES CITY AG/URB SCH/87 & 90 TIF INCR	770569	770598	0
GRIMES CITY/JOHNSTON SCH/03 AMD TIF INCR	770645	770646	25,165,686
GRIMES CITY AG/JOHNSTON SCH/03 AMD TIF INCR	770644	770653	0
GRIMES CITY/JOHNSTON SCH/18 ORD 712 NOV ADDITION AMD TIF INCR	770925	770926	344,202
GRIMES CITY/DC-GRIMES SCH/20 ORD 741 SEPT ADD AMD TIF INCR	770949	770950	202,007
GRIMES CITY AG/DC-GRIMES SCH/20 ORD 741 SEPT ADD AMD TIF INCR	770951	770952	0
GRIMES CITY/JOHNSTON SCH/22 ORD 767 JUNE ADD AMD TIF INCR	771046	771047	0
GRIMES CITY AG/JOHNSTON SCH/22 ORD 767 JUNE ADD AMD TIF INCR	771048	771049	0
GRIMES CITY/DC-GRIMES SCH/22 ORD 773 AMD TIF INCR	771052	771053	0
GRIMES CITY AG/DC-GRIMES SCH/22 ORD 773 AMD TIF INCR	771054	771055	0

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	3,262,580	1,442,159,140	494,229,400	71,718,550	0	-620,420	2,010,749,250	0	2,010,749,250
Taxable	2,989,930	788,141,404	429,222,766	63,769,107	0	-620,420	1,283,502,787	0	1,283,502,787
Homestead Credits									3,249

**TIF Sp. Rev. Fund Cash Balance
as of 07-01-2023:**

1,298,328

0

**Amount of 07-01-2023 Cash Balance
Restricted for LMI**

TIF Revenue:	0		
TIF Sp. Revenue Fund Interest:	0		
Property Tax Replacement Claims	6,323,778		
Asset Sales & Loan Repayments:	0		
Total Revenue:	6,323,778		
Rebate Expenditures:	3,276,499		
Non-Rebate Expenditures:	3,136,856		
Returned to County Treasurer:	0		
Total Expenditures:	6,413,355		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2024:	1,208,751	0	Amount of 06-30-2024 Cash Balance Restricted for LMI

Projects For GRIMES URBAN RENEWAL

Hunter Farms Agreement

Description:	Rebate conditional on development
Classification:	Industrial/manufacturing property
Physically Complete:	No
Payments Complete:	No

Park Systems Infrastructure

Description:	Improvements to existing Sports Complex Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

Grimes Community Complex

Description:	Bldg Improvements
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Park Systems Trail Construction

Description:	Linked trail system with Johnston Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

James Street Improvements

Description:	Improvements to Major collector
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Hwy 44 Construction

Description:	Improvements, signals and lane widening to Hwy 44
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

CRC Development Agreement

Description:	New construction development
--------------	------------------------------

Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2012 Bond Issue/Reissue 2020B

Description:	SE Main Street and Road Improvement
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2014 TNC rebate

Description:	reconstruction of commerical building
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

2015 Bond Issue

Description:	North Sports Complex and NE James, NE Main and BB Boulevard
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2015 Prairie Business Park rebate

Description:	New Construction
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

2015 Hubbell Rebate

Description:	New construction
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

2016 RO System

Description:	New Water Treatment System to provide better quality water
Classification:	Water treatment plants, waste treatment plants & lagoons
Physically Complete:	Yes
Payments Complete:	No

2017 Hy-Vee Rebate

Description:	New Construction
Classification:	Commercial - warehouses and distribution facilities

Physically Complete:	Yes
Payments Complete:	No

2017 C2P2 rebate

Description:	New Construction
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

2017 Daimler Trucks

Description:	New Construction
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

2018A Bond Issue

Description:	Infrastructure, Roads, Ambulance
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2018 Grimes Ind Park #5 Hubbell

Description:	New Construction
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

2018 Thieleke Trust

Description:	New Construction
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

2018 PMR Realty Group (R & R)

Description:	New Construction
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	No
Payments Complete:	No

2018 Destination Market (Menards)

Description:	New Construction
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

2017 Street/Trail/Infrastructure/Amb

Description:	Street/Trail/Infrastructure
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2019A Bond Issue

Description:	Roads, Utilities, Storm water mitigation
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

2018 Hy-Vee #2 Rebate

Description:	New Construction
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

2018 Hope K Farm Rebate

Description:	New Construction
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

2020A Bond Issue

Description:	Roads, Utilities,Equipment, Land,Infras.
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Anderson Four LLC Rebate

Description:	New Construction
Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

Golden Rule Rebate

Description:	New Construction
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Hope K Farms Phase 1

Description:	New Construction SportsPlex
--------------	-----------------------------

Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	No
Payments Complete:	No

City Admin Support Program

Description:	Administrative Support for TIF
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

2021A GO Bond Issue

Description:	Library new construction, roads, infrastructure, splashpad
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

2022A GO Bond Issue

Description:	Parks, streets, signals, equipment, trails Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	No
Payments Complete:	No

2022 Wallace Farm Park Project

Description:	Park, parking lots, storm sewers, playground Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	No
Payments Complete:	No

2022 Medical Campus Dev Project

Description:	Medical campus
Classification:	Commercial-Medical
Physically Complete:	No
Payments Complete:	No

37th St Widening Project

Description:	Street improvements, lighting, sidewalk
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

100th St Widening Project

Description:	Street Improvements, lighting, sidewalk
--------------	---

Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

MidAmerican Electrical Imp

Description:	Electrical line installations on 37th St
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

NE Destination Dr Ext & Intersection Imp

Description:	Intersection Signalization & Imp & NE Destination ext
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

2023B GO UR Bond Issue

Description:	Sports Complex Development Project-GrimesPlex Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	No
Payments Complete:	No

Park & Trail Imp Projects

Description:	Parks & Trails Improvements Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	No
Payments Complete:	No

2023A GO Bond Issue

Description:	Streets, Parks, Infrastructure, Planning
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

New Fire Station

Description:	Fire Station
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

S. James St Reconstruction

Description:	South James Street Reconstruction
Classification:	Roads, Bridges & Utilities

Physically Complete:	No
Payments Complete:	No

2024A GO Bond Issue

Description:	Streets, Parks, Infrastructure,trails, planning
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

2024 Street Intersections Improvements

Description:	Streets, Storm drainage, sidewalks, retaining walls
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Lion's Park Improvments

Description:	Pickleball, wiffleball, parking, grading, landscape Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	No
Payments Complete:	No

Autumn Park Trail Replacement

Description:	Replacement of Trail Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	No
Payments Complete:	No

City Hall Project

Description:	Construction, furnishing, equipping new city hall
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For GRIMES URBAN RENEWAL

Hunter Farms Agreement

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	12/23/2003
FY of Last Payment:	2020

2012 Bond Issue/Reissue 2020B

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,500,000
Interest:	127,520
Total:	1,627,520
Annual Appropriation?:	No
Date Incurred:	12/03/2012
FY of Last Payment:	2032

2014 TNC

Debt/Obligation Type:	Rebates
Principal:	768
Interest:	0
Total:	768
Annual Appropriation?:	Yes
Date Incurred:	01/14/2014
FY of Last Payment:	2025

2015 Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,830,000
Interest:	624,988
Total:	3,454,988
Annual Appropriation?:	No
Date Incurred:	04/14/2015
FY of Last Payment:	2035

2015 Prairie Business Park

Debt/Obligation Type:	Rebates
Principal:	828,429
Interest:	0
Total:	828,429
Annual Appropriation?:	Yes
Date Incurred:	04/14/2015

FY of Last Payment:	2025
---------------------	------

2015 Hubbell

Debt/Obligation Type:	Rebates
Principal:	113,466
Interest:	0
Total:	113,466
Annual Appropriation?:	Yes
Date Incurred:	04/14/2015
FY of Last Payment:	2025

2017 C2P2 LLC Rebates

Debt/Obligation Type:	Rebates
Principal:	422,190
Interest:	0
Total:	422,190
Annual Appropriation?:	Yes
Date Incurred:	05/23/2017
FY of Last Payment:	2029

2017 Daimler Trucks Rebates

Debt/Obligation Type:	Rebates
Principal:	860,291
Interest:	0
Total:	860,291
Annual Appropriation?:	Yes
Date Incurred:	06/13/2017
FY of Last Payment:	2026

2018 Grimes Ind Park 5 (Hubbell)

Debt/Obligation Type:	Rebates
Principal:	84,118
Interest:	0
Total:	84,118
Annual Appropriation?:	Yes
Date Incurred:	06/12/2018
FY of Last Payment:	2029

2018 Thieleke Trust

Debt/Obligation Type:	Rebates
Principal:	12,500,000
Interest:	0
Total:	12,500,000
Annual Appropriation?:	Yes
Date Incurred:	12/12/2017
FY of Last Payment:	2028

2018 PMR Realty Group (R&R)

Debt/Obligation Type:	Rebates
Principal:	819,461
Interest:	0
Total:	819,461
Annual Appropriation?:	Yes
Date Incurred:	05/22/2018
FY of Last Payment:	2029

2018 Destination Market (Menards)

Debt/Obligation Type:	Rebates
Principal:	12,500,000
Interest:	0
Total:	12,500,000
Annual Appropriation?:	Yes
Date Incurred:	12/13/2017
FY of Last Payment:	2028

2018A GO Bond issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	4,277,500
Interest:	819,157
Total:	5,096,657
Annual Appropriation?:	No
Date Incurred:	06/27/2018
FY of Last Payment:	2033

2017 GO Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	425,000
Interest:	8,500
Total:	433,500
Annual Appropriation?:	No
Date Incurred:	05/03/2017
FY of Last Payment:	2024

2019A GO Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,517,500
Interest:	160,278
Total:	1,677,778
Annual Appropriation?:	No
Date Incurred:	06/26/2019
FY of Last Payment:	2033

2016 GO Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,005,000
Interest:	103,860

Total:	1,108,860
Annual Appropriation?:	No
Date Incurred:	05/25/2016
FY of Last Payment:	2031

2018 Hy-Vee #2

Debt/Obligation Type:	Rebates
Principal:	3,056,777
Interest:	0
Total:	3,056,777
Annual Appropriation?:	Yes
Date Incurred:	08/14/2018
FY of Last Payment:	2039

2018 Hope K Farm

Debt/Obligation Type:	Rebates
Principal:	5,000,000
Interest:	0
Total:	5,000,000
Annual Appropriation?:	Yes
Date Incurred:	10/23/2018
FY of Last Payment:	2034

2020A GO Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	3,135,000
Interest:	423,300
Total:	3,558,300
Annual Appropriation?:	No
Date Incurred:	06/25/2020
FY of Last Payment:	2035

2020 Golden Rule

Debt/Obligation Type:	Rebates
Principal:	90,000
Interest:	0
Total:	90,000
Annual Appropriation?:	Yes
Date Incurred:	02/20/2020
FY of Last Payment:	2027

2020 Anderson Four LLC

Debt/Obligation Type:	Rebates
Principal:	500,000
Interest:	0
Total:	500,000
Annual Appropriation?:	Yes
Date Incurred:	04/28/2020

FY of Last Payment: 2027

2017 Hy-Vee Rebate

Debt/Obligation Type: Rebates
Principal: 13,122
Interest: 0
Total: 13,122
Annual Appropriation?: Yes
Date Incurred: 01/10/2017
FY of Last Payment: 2023

Hope K Farms GrimesPlex

Debt/Obligation Type: Rebates
Principal: 24,226,000
Interest: 0
Total: 24,226,000
Annual Appropriation?: Yes
Date Incurred: 09/22/2020
FY of Last Payment: 2036

City Admin Support Program

Debt/Obligation Type: Internal Loans
Principal: 1,288,439
Interest: 0
Total: 1,288,439
Annual Appropriation?: Yes
Date Incurred: 11/10/2020
FY of Last Payment: 2025

2021A GO Bond Issue

Debt/Obligation Type: Gen. Obligation Bonds/Notes
Principal: 3,980,000
Interest: 770,675
Total: 4,750,675
Annual Appropriation?: No
Date Incurred: 06/23/2021
FY of Last Payment: 2036

2022A GO Bond Issue

Debt/Obligation Type: Gen. Obligation Bonds/Notes
Principal: 3,225,000
Interest: 1,101,075
Total: 4,326,075
Annual Appropriation?: No
Date Incurred: 05/24/2022
FY of Last Payment: 2037

Rock Creek/Iowa Ortho 2022 Rebate Agreement

Debt/Obligation Type:	Rebates
Principal:	19,900,000
Interest:	0
Total:	19,900,000
Annual Appropriation?:	Yes
Date Incurred:	07/12/2022
FY of Last Payment:	2047

Signature Ernst Holdings LLC

Debt/Obligation Type:	Rebates
Principal:	8,000,000
Interest:	0
Total:	8,000,000
Annual Appropriation?:	Yes
Date Incurred:	11/02/2022
FY of Last Payment:	2043

2023B GO UR Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	7,177,500
Interest:	3,899,777
Total:	11,077,277
Annual Appropriation?:	No
Date Incurred:	05/11/2023
FY of Last Payment:	2042

2023A GO Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	4,190,000
Interest:	1,770,397
Total:	5,960,397
Annual Appropriation?:	No
Date Incurred:	05/11/2023
FY of Last Payment:	2038

2024A GO Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	8,735,000
Interest:	3,685,968
Total:	12,420,968
Annual Appropriation?:	No
Date Incurred:	05/11/2024
FY of Last Payment:	2043

Non-Rebates For GRIMES URBAN RENEWAL

TIF Expenditure Amount:	287,912
Tied To Debt:	2015 Bond Issue
Tied To Project:	2015 Bond Issue
TIF Expenditure Amount:	318,023
Tied To Debt:	2019A GO Bond Issue
Tied To Project:	2019A Bond Issue
TIF Expenditure Amount:	181,080
Tied To Debt:	2012 Bond Issue/Reissue 2020B
Tied To Project:	2012 Bond Issue/Reissue 2020B
TIF Expenditure Amount:	433,500
Tied To Debt:	2017 GO Bond Issue
Tied To Project:	2017 Street/Trail/Infrastructure/Amb
TIF Expenditure Amount:	280,516
Tied To Debt:	2018A GO Bond issue
Tied To Project:	2018A Bond Issue
TIF Expenditure Amount:	493,385
Tied To Debt:	City Admin Support Program
Tied To Project:	City Admin Support Program
TIF Expenditure Amount:	365,550
Tied To Debt:	2021A GO Bond Issue
Tied To Project:	2021A GO Bond Issue
TIF Expenditure Amount:	295,200
Tied To Debt:	2020A GO Bond Issue
Tied To Project:	2020A Bond Issue
TIF Expenditure Amount:	139,240
Tied To Debt:	2016 GO Bonds
TIF Expenditure Amount:	342,450
Tied To Debt:	2022A GO Bond Issue
Tied To Project:	2022A GO Bond Issue

Rebates For GRIMES URBAN RENEWAL

TNC

TIF Expenditure Amount:	339
Rebate Paid To:	TNC LLC
Tied To Debt:	2014 TNC
Tied To Project:	2017 C2P2 rebate
Projected Final FY of Rebate:	2025

2015 Hubbell Rebate

TIF Expenditure Amount:	113,466
Rebate Paid To:	BTG IOWA
Tied To Debt:	2015 Hubbell
Tied To Project:	2015 Hubbell Rebate
Projected Final FY of Rebate:	2024

2017 Hy-Vee Rebate

TIF Expenditure Amount:	13,122
Rebate Paid To:	Hy-Vee
Tied To Debt:	2017 Hy-Vee Rebate
Tied To Project:	2017 Hy-Vee Rebate
Projected Final FY of Rebate:	2023

2017 Daimler Trucks

TIF Expenditure Amount:	495,400
Rebate Paid To:	Daimler Trucks in America
Tied To Debt:	2017 Daimler Trucks Rebates
Tied To Project:	2017 Daimler Trucks
Projected Final FY of Rebate:	2025

2015 Praire Business Park

TIF Expenditure Amount:	78,449
Rebate Paid To:	R & R Realty Group
Tied To Debt:	2015 Prairie Business Park
Tied To Project:	2015 Prairie Business Park rebate
Projected Final FY of Rebate:	2024

Hope K Farm Phase 1

TIF Expenditure Amount:	89,727
Rebate Paid To:	Hope Development & Realty
Tied To Debt:	Hope K Farms GrimesPlex
Tied To Project:	Hope K Farms Phase 1
Projected Final FY of Rebate:	2038

Hubbel Ind #5

TIF Expenditure Amount:	84,118
Rebate Paid To:	Kastner LLC
Tied To Debt:	2018 Grimes Ind Park 5 (Hubbell)
Tied To Project:	2018 Grimes Ind Park #5 Hubbell
Projected Final FY of Rebate:	2026

Prairie Bus Park #2 C2P2

TIF Expenditure Amount:	196,969
Rebate Paid To:	R & R Realty Group
Tied To Debt:	2017 C2P2 LLC Rebates
Tied To Project:	2017 C2P2 rebate
Projected Final FY of Rebate:	2026

2018 Hy-Vee #2

TIF Expenditure Amount:	582,915
Rebate Paid To:	Hy-Vee
Tied To Debt:	2018 Hy-Vee #2
Tied To Project:	2018 Hy-Vee #2 Rebate
Projected Final FY of Rebate:	2039

2018 Prairie Business Park 3

TIF Expenditure Amount:	280,309
Rebate Paid To:	R & R Realty Group
Tied To Debt:	2018 PMR Realty Group (R&R)
Tied To Project:	2018 PMR Realty Group (R & R)
Projected Final FY of Rebate:	2029

Hope K Farms GrimesPlex

TIF Expenditure Amount:	409,019
Rebate Paid To:	Hope Deveopment & Realty
Tied To Debt:	Hope K Farms GrimesPlex
Tied To Project:	2018 Hope K Farm Rebate
Projected Final FY of Rebate:	2036

2018 Thielke Trust

TIF Expenditure Amount:	210,379
Rebate Paid To:	Top Tract Corp
Tied To Debt:	2018 Thieleke Trust
Tied To Project:	2018 Thieleke Trust
Projected Final FY of Rebate:	2033

2020 Anderson Four LLC

TIF Expenditure Amount:	122,977
Rebate Paid To:	Anderson Four LLC
Tied To Debt:	2020 Anderson Four LLC

Tied To Project:	Anderson Four LLC Rebate
Projected Final FY of Rebate:	2027

2020 Golden Rule

TIF Expenditure Amount:	36,257
Rebate Paid To:	Golden Rule Plumbing
Tied To Debt:	2020 Golden Rule
Tied To Project:	Golden Rule Rebate
Projected Final FY of Rebate:	2027

2018 Destination Market(Menards)

TIF Expenditure Amount:	563,053
Rebate Paid To:	Destination Market LLC
Tied To Debt:	2018 Destination Market (Menards)
Tied To Project:	2018 Destination Market (Menards)
Projected Final FY of Rebate:	2033

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY/DC-GRIMES SCH/92 AMD TIF INCR
 TIF Taxing District Inc. Number: 770182
 TIF Taxing District Base Year: 1991
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	208,156,110	20,217,300	0	0	-62,968	228,310,442	0	228,310,442
Taxable	0	113,757,546	17,766,845	0	0	-62,968	131,461,423	0	131,461,423
Homestead Credits									336

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	2,054,405	131,461,423	25,124,868	106,336,555	3,188,962

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY AG/DC-GRIMES SCH/92 AMD TIF INCR
 TIF Taxing District Inc. Number: 770184
 TIF Taxing District Base Year: 1991
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	6,650	0	0	0	0	0	6,650	0	6,650
Taxable	6,094	0	0	0	0	0	6,094	0	6,094
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	6,650	0	0	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY/JOHNSTON SCH/17 ORD 687 AMD TIF INCR
 TIF Taxing District Inc. Number: 770186
 TIF Taxing District Base Year: 2016
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	34,118,470	0	0	0	34,118,470	0	34,118,470
Taxable	0	0	30,176,377	0	0	0	30,176,377	0	30,176,377
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	32,468	30,176,377	5,767,300	24,409,077	705,227

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY AG/JOHNSTON SCH/17 ORD 687 AMD TIF INCR
 TIF Taxing District Inc. Number: 770188
 TIF Taxing District Base Year: 2016
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	25,490	0	0	0	0	0	25,490	0	25,490
Taxable	23,360	0	0	0	0	0	23,360	0	23,360
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	25,490	0	0	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY/DC-GRIMES SCH/17 ORD 690 AMD TIF INCR
 TIF Taxing District Inc. Number: 770240
 TIF Taxing District Base Year: 2016
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	853,814,540	42,734,760	24,036,900	0	-400,032	920,186,168	0	920,186,168
Taxable	0	466,610,472	35,770,810	21,429,277	0	-400,032	523,410,527	0	523,410,527
Homestead Credits									2,106

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	542,043,687	378,542,513	72,346,932	306,195,581	9,182,600

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY AG/DC-GRIMES SCH/17 ORD 690 AMD TIF INCR
 TIF Taxing District Inc. Number: 770242
 TIF Taxing District Base Year: 2016
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	1,137,770	0	0	0	0	0	1,137,770	0	1,137,770
Taxable	1,042,686	0	0	0	0	0	1,042,686	0	1,042,686
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	1,137,770	0	0	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY/JOHNSTON SCH/17 ORD 690 AMD TIF INCR
 TIF Taxing District Inc. Number: 770244
 TIF Taxing District Base Year: 2016
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	141,957,210	33,917,700	0	0	-40,744	175,834,166	0	175,834,166
Taxable	0	77,579,740	29,889,632	0	0	-40,744	107,428,628	0	107,428,628
Homestead Credits									232

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	89,110,120	86,764,790	16,582,461	70,182,329	2,027,706

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY AG/JOHNSTON SCH/17 ORD 690 AMD TIF INCR
 TIF Taxing District Inc. Number: 770246
 TIF Taxing District Base Year: 2016
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	157,660	0	0	0	0	0	157,660	0	157,660
Taxable	144,484	0	0	0	0	0	144,484	0	144,484
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	157,660	0	0	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY/DC-GRIMES SCH/87 & 90 TIF INCR
 TIF Taxing District Inc. Number: 770263

TIF Taxing District Base Year:	1986	UR Designation
FY TIF Revenue First Received:	1989	Slum No
Subject to a Statutory end date?	No	Blighted No
		Economic Development 05/1987

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	131,793,620	254,777,060	42,560,450	0	-44,448	429,086,682	0	429,086,682
Taxable	0	72,025,318	224,556,261	37,975,794	0	-44,448	334,512,925	0	334,512,925
Homestead Credits									288

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	2,185,640	334,512,925	63,932,010	270,580,915	8,114,540

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY/JOHNSTON SCH/87 & 90 TIF INCR
 TIF Taxing District Inc. Number: 770265

TIF Taxing District Base Year:	1986	UR Designation
FY TIF Revenue First Received:	1993	Slum No
Subject to a Statutory end date?	No	Blighted No
		Economic Development 05/1987

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	12,684,880	13,811,700	0	0	-12,964	26,483,616	0	26,483,616
Taxable	0	6,932,300	11,794,232	0	0	-12,964	18,713,568	0	18,713,568
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	50,010	18,713,568	3,576,532	15,137,036	437,339

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY AG/DC-GRIMES SCH/87 & 90 TIF INCR
 TIF Taxing District Inc. Number: 770516
 TIF Taxing District Base Year: 1986
 FY TIF Revenue First Received: 2001
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	05/1987

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	1,226,570	0	0	0	0	0	1,226,570	0	1,226,570
Taxable	1,124,068	0	0	0	0	0	1,124,068	0	1,124,068
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	1,226,570	0	0	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY AG/JOHNSTON SCH/87 & 90 TIF INCR
 TIF Taxing District Inc. Number: 770517
 TIF Taxing District Base Year: 1986
 FY TIF Revenue First Received: 1993
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	05/1987

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	41,330	0	0	0	0	0	41,330	0	41,330
Taxable	37,876	0	0	0	0	0	37,876	0	37,876
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	41,330	0	0	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY/URB SCH/87 & 90 TIF INCR
 TIF Taxing District Inc. Number: 770571
 TIF Taxing District Base Year: 1986
 FY TIF Revenue First Received: 2003
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	05/1987

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	296,900	190,250	0	0	0	487,150	0	487,150
Taxable	0	162,256	103,972	0	0	0	266,228	0	266,228
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	16,040	266,228	50,881	215,347	6,502

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY AG/URB SCH/87 & 90 TIF INCR
 TIF Taxing District Inc. Number: 770598
 TIF Taxing District Base Year: 1986
 FY TIF Revenue First Received: 2003
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	05/1987

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	269,160	0	0	0	0	0	269,160	0	269,160
Taxable	246,666	0	0	0	0	0	246,666	0	246,666
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	269,160	0	0	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY/JOHNSTON SCH/03 AMD TIF INCR
 TIF Taxing District Inc. Number: 770646
 TIF Taxing District Base Year: 2002
 FY TIF Revenue First Received: 2006
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2022

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2003

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	93,451,540	91,152,120	5,121,200	0	-59,264	189,665,596	0	189,665,596
Taxable	0	51,071,403	76,298,819	4,364,036	0	-59,264	131,674,994	0	131,674,994
Homestead Credits									286

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	25,765,372	131,674,994	25,165,686	106,509,308	3,077,265

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY AG/JOHNSTON SCH/03 AMD TIF INCR
 TIF Taxing District Inc. Number: 770653
 TIF Taxing District Base Year: 2002
 FY TIF Revenue First Received: 2006
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2022

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2003

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	233,560	0	0	0	0	0	233,560	0	233,560
Taxable	214,043	0	0	0	0	0	214,043	0	214,043
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	233,560	0	0	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	GRIMES (77G719)
Urban Renewal Area:	GRIMES URBAN RENEWAL (77044)
TIF Taxing District Name:	GRIMES CITY/JOHNSTON SCH/18 ORD 712 NOV ADDITION AMD TIF INCR
TIF Taxing District Inc. Number:	770926
TIF Taxing District Base Year:	2017
FY TIF Revenue First Received:	
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	2,060,000	0	0	0	2,060,000	0	2,060,000
Taxable	0	0	1,800,976	0	0	0	1,800,976	0	1,800,976
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	4,180	1,800,976	344,202	1,456,774	42,089

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	GRIMES (77G719)
Urban Renewal Area:	GRIMES URBAN RENEWAL (77044)
TIF Taxing District Name:	GRIMES CITY/DC-GRIMES SCH/20 ORD 741 SEPT ADD AMD TIF INCR
TIF Taxing District Inc. Number:	770950
TIF Taxing District Base Year:	2019
FY TIF Revenue First Received:	
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	4,340	1,237,600	0	0	0	1,241,940	0	1,241,940
Taxable	0	2,369	1,054,596	0	0	0	1,056,965	0	1,056,965
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	19,748	1,056,965	202,007	854,958	25,640

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY AG/DC-GRIMES SCH/20 ORD 741 SEPT ADD AMD TIF INCR
 TIF Taxing District Inc. Number: 770952

TIF Taxing District Base Year: 2019
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	76,360	0	0	0	0	0	76,360	0	76,360
Taxable	69,979	0	0	0	0	0	69,979	0	69,979
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	76,360	0	0	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY/JOHNSTON SCH/22 ORD 767 JUNE ADD AMD TIF INCR
 TIF Taxing District Inc. Number: 771047

TIF Taxing District Base Year: 2021
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	0	0	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	GRIMES (77G719)
Urban Renewal Area:	GRIMES URBAN RENEWAL (77044)
TIF Taxing District Name:	GRIMES CITY AG/JOHNSTON SCH/22 ORD 767 JUNE ADD AMD TIF INCR
TIF Taxing District Inc. Number:	771049
TIF Taxing District Base Year:	2021
FY TIF Revenue First Received:	
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	39,940	0	0	0	0	0	39,940	0	39,940
Taxable	36,602	0	0	0	0	0	36,602	0	36,602
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	39,940	0	0	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	GRIMES (77G719)
Urban Renewal Area:	GRIMES URBAN RENEWAL (77044)
TIF Taxing District Name:	GRIMES CITY/DC-GRIMES SCH/22 ORD 773 AMD TIF INCR
TIF Taxing District Inc. Number:	771053
TIF Taxing District Base Year:	2021
FY TIF Revenue First Received:	
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	12,440	0	0	0	12,440	0	12,440
Taxable	0	0	10,246	0	0	0	10,246	0	10,246
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	90,180	0	0	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: GRIMES (77G719)
 Urban Renewal Area: GRIMES URBAN RENEWAL (77044)
 TIF Taxing District Name: GRIMES CITY AG/DC-GRIMES SCH/22 ORD 773 AMD TIF INCR
 TIF Taxing District Inc. Number: 771055
 TIF Taxing District Base Year: 2021
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	48,090	0	0	0	0	0	48,090	0	48,090
Taxable	44,072	0	0	0	0	0	44,072	0	44,072
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	122,460	0	0	0	0

FY 2024 TIF Revenue Received: 0

RESOLUTION 11-0824 APPROVING PAYMENTS FOR PROFESSIONAL SERVICES

Grimes Resolution No. 11-0824

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 November 12, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S James Street Improvements
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 #: 23G023.00 **PO #**
Original Contract Date: February 27, 2024 **Vendor #** 2972

Date of Council Meeting: November 12, 2024 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: September 1, 2024 Through: September 30, 2024

Contract Summary

Original Contract Amount:	\$	1,009,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	1,009,000.00	
Total completed and stored to date:	\$	265,100.64	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	265,100.64	
Less previous applications for payment:	\$	220,012.64	
SUBTOTAL	\$		45,088.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 45,088.00

Balance to finish, including retainage: \$ 743,899.36

Contract Time Remaining (If applicable) - WORKING DAYS

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment, LLC

Firm Name

Signature

10/23/2024

Date

City of Grimes Staff Approval:

Signature

11/1/24

Date

City of Grimes Council Approval:

Signature

Date

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 13, 2024	\$ 169,883.06
2	September 24, 2024	\$ 50,129.58
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
11/12/2024		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ -

Contract Time Remaining

Contract Period: WORKING DAYS
Original Contract Date: February 27, 2024
Original Contract Time: _____
Added by Change Order: _____
Contract Time to Date: -
Time Used to Date: _____
Contract Time Remaining: -

TOTAL \$ 220,012.64

Invoice

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

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

October 23, 2024

Project No: 0023G023.00

Invoice No: 92993

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

Invoice Total	USD 45,088.00
----------------------	----------------------

Project 0023G023.00 S James Street Improvements

Professional Services through September 30, 2024**Professional Personnel**

	Hours	Rate	Amount	
Project Engineer V	8.00	224.00	1,792.00	
Project Engineer IV	14.50	197.00	2,856.50	
Project Engineer II	1.00	172.00	172.00	
Project Engineer I	61.50	159.00	9,778.50	
Staff Engineer III	47.50	152.00	7,220.00	
Technician II	7.00	109.00	763.00	
Project Administrator II	1.00	106.00	106.00	
Totals	140.50		22,688.00	
Total Labor				22,688.00

Subconsultants**22,400.00****Billing Limits**

	Current	Prior	To-Date
Total Billings	45,088.00	220,012.64	265,100.64
Limit			1,009,000.00
Remaining			743,899.36

Total This Invoice	USD 45,088.00
---------------------------	----------------------

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: November 12, 2024 **PAYMENT REQUEST #** 17
PAYMENT PERIOD: From: September 1, 2024 Through: September 30, 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:	\$	1,068,594.02	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		1,068,594.02
Less previous applications for payment:	\$		1,061,687.88
SUBTOTAL			\$ 6,906.14

OTHER CHARGES (Attach an itemized list)

CURRENT PAYMENT DUE \$ 6,906.14

Balance to finish, including retainage: \$ 181,705.98

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment, LLC

Firm Name

Signature

10/23/2024

Date

City of Grimes Staff Approval:

Signature

11/1/24

Date

City of Grimes Council Approval:

Signature

Date

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	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
12	March 26, 2024	\$ 18,279.85
13	May 14, 2024	\$ 5,517.34
14	June 11, 2024	\$ 20,119.32
15	August 13, 2024	\$ 6,355.20
16	September 24, 2024	\$ 27,222.64
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **\$ 1,061,687.88**

Record of Change Orders

No.	Date	Amount
1	September 12, 2023	\$ 456,800.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **\$ 456,800.00**

Contract Time Remaining

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

Invoice

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

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

October 23, 2024

Project No: 0022G020.02

Invoice No: 92992

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

Invoice Total USD 6,906.14

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

Professional Services through September 30, 2024

Professional Personnel

	Hours	Rate	Amount
Project Engineer IV	16.50	197.00	3,250.50
Staff Engineer I	4.50	131.00	589.50
Technician IX	1.00	181.00	181.00
Technician IV	2.00	129.00	258.00
Technician II	22.50	109.00	2,452.50
Project Administrator II	1.00	106.00	106.00
Totals	47.50		6,837.50
Total Labor			6,837.50

Expenses 68.64

Billing Limits

	Current	Prior	To-Date
Total Billings	6,906.14	147,688.35	154,594.49
Limit			336,300.00
Remaining			181,705.51

Total This Invoice USD 6,906.14

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Wastewater Treatment Plant Decommissioning Plan
Contractor: Veenstra & Kimm, Inc.
Address: 3000 Westown Parkway, West Des Moines, Iowa 50266
Finance Budget Code: 610-815-6490 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: August 27, 2024 **Vendor #** 2157

Date of Council Meeting: November 12, 2024 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: September 15, 2024 Through: October 19, 2024

Contract Summary

Original Contract Amount:	\$	24,742.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	24,742.00	
Total completed and stored to date:	\$	14,439.00	
Retainage: % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	14,439.00	
Less previous applications for payment:	\$	2,166.00	
SUBTOTAL	\$	12,273.00	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 12,273.00

Balance to finish, including retainage: \$ 10,303.00

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:

Veenstra & Kimm, Inc.

Firm Name

Signature

Date

City of Grimes Staff Approval:

Signature

Date

11/4/24

Submit to:

Engineering Department

E-mail:

engineering@grimesiowa.gov

Phone: (515) 986-4050

Fax: (515) 986-4480

Date Printed: 10/28/2024

Page 110 of 301

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 20, 2024	\$ 2,166.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 2,166.00

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ -

Contract Time Remaining

Contract Period: CALENDAR DAYS
Original Contract Date: August 27, 2024
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

October 25, 2024
Invoice No: 128117 - 2

Project Manager H. Veenstra

Engineering services for Wastewater Treatment Plant Decommissioning Plan

Professional Services from September 15, 2024 to October 19, 2024

Professional Personnel

	Hours	Rate	Amount	
Engineer II-A	1.00	198.00	198.00	
Drafter III	105.00	115.00	12,075.00	
Totals	106.00		12,273.00	
Total Labor				12,273.00

Billing Limits	Current	Prior	To-Date	
Total Billings	12,273.00	2,166.00	14,439.00	
Limit			24,742.00	
Remaining			10,303.00	
		Total this Invoice		\$12,273.00

Billings to Date

	Current	Prior	Total
Labor	12,273.00	2,166.00	14,439.00
Totals	12,273.00	2,166.00	14,439.00

*
*

EMAIL INVOICES: engineering@grimesiowa.gov

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE Destination Dr & NE Beaverbrooke Blvd Improvements
Contractor: Snyder & Associates, Inc.
Address: 2727 Snyder Blvd., PO Box 1159, Ankeny Iowa 50023
Finance Budget Code: 375-210-6407 **Finance Project #**
Vendor Project or Invoice #: 122.1329.01 **PO #**
Original Contract Date: September 27, 2022 **Vendor #** 2031

Date of Council Meeting: November 12, 2024 **PAYMENT REQUEST #** 24
PAYMENT PERIOD: From: September 1, 2024 Through: September 30, 2024

Contract Summary

Original Contract Amount:	\$	298,400.00	
Net change by Change Orders:	\$	218,100.00	
Contract Amount to Date: (line 1 ± 2)	\$	516,500.00	
Total completed and stored to date:	\$	461,477.73	
Retainage: 0 % of Completed Work:			
Total Earned less Retainage:	\$	461,477.73	
Less previous applications for payment:	\$	454,903.03	
SUBTOTAL			\$ 6,574.70

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 6,574.70

Balance to finish, including retainage: \$ 55,022.27

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: Snyder & Associates, Inc.

 **Signature** **Firm Name** **Date** 10/28/24

Engineer / Consultant Approval: **Firm Name**

Signature **Date**

City of Grimes Staff Approval:  **Date** 11/4/24

Signature **Date**

City of Grimes Council Approval:

Signature **Date**

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 22, 2022	\$ 7,817.88
2	December 13, 2022	\$ 19,202.13
3	January 24, 2023	\$ 13,411.00
4	February 14, 2023	\$ 9,642.25
5	March 14, 2023	\$ 44,746.25
6	April 11, 2023	\$ 20,777.49
7	May 9, 2023	\$ 28,605.75
8	June 27, 2023	\$ 12,788.50
9	July 11, 2023	\$ 7,638.28
10	August 8, 2023	\$ 25,843.85
11	September 12, 2023	\$ 19,746.38
12	October 10, 2023	\$ 28,872.50
13	November 14, 2023	\$ 19,275.36
14	December 12, 2023	\$ 5,476.40
15	January 9, 2024	\$ 6,037.00
16	February 13, 2024	\$ 8,699.50
17	April 9, 2024	\$ 6,975.76
18	May 14, 2024	\$ 10,522.75
19	June 11, 2024	\$ 60,914.98
20	July 23, 2024	\$ 43,292.53
21	August 13, 2024	\$ 21,626.89
22	September 10, 2024	\$ 15,026.07
23	October 22, 2024	\$ 17,963.53
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
49		
50		
51		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **\$ 454,903.03**

Record of Change Orders

No.	Date	Amount
1	July 26, 2023	\$ 101,300.00
2	November 28, 2023	\$ 116,800.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
14		
15		
16		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **\$ 218,100.00**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	September 27, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



INVOICE FOR PROFESSIONAL SERVICES

October 28, 2024

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

Invoice No: 122.1329.01 - 24

Finance Budget Code 375-210-6407

Email mahrens@grimesiowa.gov
engineering@grimesiowa.gov

Project 122.1329.01 NE Destination DR & NE Beaverbrooke Blvd Improvements

Professional Services through September 30, 2024

	Hours	Rate	Amount
Principal Engineer I	5.25	217.00	1,139.25
Engineer VIII	9.00	181.00	1,629.00
Project Manager VII	.50	172.00	86.00
Engineer IV	2.00	141.00	282.00
Engineer I	17.25	103.00	1,776.75
Technician VII	5.00	113.00	565.00
Technician VI	1.00	102.00	102.00
Technician V	6.00	92.00	552.00
Technician III	4.00	75.00	300.00
Technician II	1.00	69.00	69.00
Total Services	51.00		6,501.00
Total Services			6,501.00

Fleet Mileage 73.70

Billing Limits	Current	Prior	To-Date
Total Billings	6,574.70	454,903.03	461,477.73
Limit			516,500.00
Remaining			55,022.27

Amount Due this Invoice \$6,574.70

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

PROGRESS REPORT # 24

Date: 10/21/2024

To:	Matt Ahrens, P.E.	Project Name:	NE Destination Dr & NE Beaverbrooke Blvd Improvements
From:	John Haldeman, P.E.	Finance Budget Code #:	375-210-6407
S&A Project #:	122.1329.01	Vender #:	2031
Period:	9/1/24 -9/30/24		

Dear Matt:

Enclosed is the twenty-fourth Invoice and Progress Report for the NE Destination Dr & NE Beaverbrooke Blvd Project. Below are details of work completed for this period and anticipated work for the next period.

PRODUCTION:
Work During this Period Included:

1. Phase 1 construction services including administration, survey, observation, and record drawings.
2. Continued work on the Phase 2 and Phase 3 design. Updating plans per City check plan comments.

Projected Work by Snyder & Associates for Next Period:

1. Addressing City comments, utility coordination, preparing final plans for Phases 2 and 3.

Projected Work by City Staff for Next Period:

1. Coordinating development agreements with property owners and determine letting schedule.

SCHEDULE:

Task on Project	Target	Complete
Topographic and Boundary Survey	October 14, 2022	October 14, 2022
PMT Meeting # 1	November 4, 2022	October 18, 2022
Submit Plans to Iowa DOT for Review	November 11, 2022	October 28, 2022
Submit Preliminary Plans	January 27, 2023	January 27, 2023
PMT Meeting # 2	February 8, 2023	February 2, 2023
Submit Check Plans	March 8, 2023	March 3, 2023
PMT Meeting # 3	March 22, 2023	June 27, 2023
Submit Final Plans	April 12, 2023	July 25, 2023
Phase 1 Bid Letting	May 17, 2023	September 19, 2023
Phase 2 - Bid Letting		

BUDGET AND COMPLETION STATUS:

Task on Project	Total Authorized	% Complete	Fee Invoiced	% Fee
Original Agreement	\$298,400.00	90%	\$273,500.00	91.66%
Amendment 1 - Phase 3 Design	\$101,300.00	90%	\$93,400.00	92.20%
Amendment 2 - Const. Services - Phase 1	\$116,800.00	95%	\$96,540.00	82.65%
Construction Services - Phase 2 & 3	By Amendment			
Total Project Budget:	\$516,500.00	90%	\$463,440.00	89.73%
Remaining Project Budget:	\$53,060.00			

Matt Ahrens, P.E.
City of Grimes
October 21, 2024
Page 2 of 2

SPECIAL CONSIDERATIONS:

None at this time.

If you have any questions or comments regarding this invoice, please contact me at your convenience.

Sincerely,

SNYDER & ASSOCIATES, INC.



Jordan Stoermer, PE
Project Manager

Enclosure

cc: Todd Knox, P.E., PTOE
John Haldeman, P.E.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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: November 12, 2024 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: June 1, 2024 Through: September 30, 2024

Contract Summary

Original Contract Amount:	\$	33,000.00	
Net change by Change Orders:	\$	13,000.00	
Contract Amount to Date: (line 1 ± 2)	\$	46,000.00	
Total completed and stored to date:	\$	42,530.90	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	42,530.90	
Less previous applications for payment:	\$	41,822.90	
SUBTOTAL	\$		708.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 708.00

Balance to finish, including retainage: \$ 3,469.10

Contract Time Remaining (If applicable) - CALENDAR DAYS

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment LLC

Firm Name

Signature

Date

11/1/2024

City of Grimes Staff Approval:

Signature

Date

11/12/24

Submit to: Engineering Department

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	March 26, 2024	\$ 32,810.00
2	August 13, 2024	\$ 9,012.90
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **\$ 41,822.90**

Record of Change Orders

No.	Date	Amount
1	May 28, 2024	\$ 13,000.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **\$ 13,000.00**

Contract Time Remaining

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

Invoice



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

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

October 24, 2024
Project No: 0023G028.00
Invoice No: 93032

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

Invoice Total USD 708.00

Project 0023G028.00 2023 CIPP Lining Program
Professional Services through September 30, 2024
Professional Personnel

	Hours	Rate	Amount	
Project Manager II	1.00	208.00	208.00	
Project Engineer IV	2.00	197.00	394.00	
Project Administrator II	1.00	106.00	106.00	
Totals	4.00		708.00	
Total Labor				708.00
Billing Limits	Current	Prior	To-Date	
Total Billings	708.00	41,822.90	42,530.90	
Limit			46,000.00	
Remaining			3,469.10	
		Total This Invoice		USD 708.00

RESOLUTION 11-0924 APPROVING CAPITAL PROJECT PAYMENT REQUESTS

Grimes Resolution No. 11-0924

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 November 12, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: WRA Grimes Connector - Contract 5 - Reforestation
Contractor: Alpha Landscapes
Address: 5145 NW Beaver Drive, Johnston, IA 50131
Finance Budget Code: 328-815-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: March 26, 2024 **Vendor #** 4741

Date of Council Meeting: November 12, 2024 **PAYMENT REQUEST #** 1 (Final)
PAYMENT PERIOD: From: September 1, 2024 Through: October 25, 2024

Contract Summary

Original Contract Amount:	\$	174,992.00	
Net change by Change Orders:	\$	6,970.00	
Contract Amount to Date: (line 1 ± 2)	\$	181,962.00	
Total completed and stored to date:	\$	181,962.00	
Retainage: 5 % of Completed Work:	\$	9,098.10	
Total Earned less Retainage:	\$	172,863.90	
Less previous applications for payment:	\$	-	
SUBTOTAL	\$	172,863.90	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 172,863.90

Balance to finish, including retainage: \$ 9,098.10

Contract Time Remaining (If applicable) 21.00 CALENDAR DAYS

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

Construction Contractor Approval: Alpha Landscapes
Firm Name

Signature: Andrew Doyle Date: 10/25/2024

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

Signature: [Signature] Date: October 28, 2024

City of Grimes Staff Approval: [Signature] Date: 11/1/2024

City of Grimes Council Approval: [Signature] Date:

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Overstory Trees 1" Caliper Plants	EA	280.00	15.00	295.00	\$ 410.00	\$ 120,950.00	295	\$ 120,950.00		100.00%
2	Understory Trees 1" Caliper Plants	EA	72.00	2.00	74.00	\$ 410.00	\$ 30,340.00	74	\$ 30,340.00		100.00%
3	Conifer Trees	EA	71.00	-	71.00	\$ 432.00	\$ 30,672.00	71	\$ 30,672.00		100.00%
4						\$ -	\$ -		\$ -		0.00%
5						\$ -	\$ -		\$ -		0.00%
6						\$ -	\$ -		\$ -		0.00%
7						\$ -	\$ -		\$ -		0.00%
8						\$ -	\$ -		\$ -		0.00%
9						\$ -	\$ -		\$ -		0.00%
10						\$ -	\$ -		\$ -		0.00%
11						\$ -	\$ -		\$ -		0.00%
12						\$ -	\$ -		\$ -		0.00%
13						\$ -	\$ -		\$ -		0.00%
14						\$ -	\$ -		\$ -		0.00%
15						\$ -	\$ -		\$ -		0.00%
16						\$ -	\$ -		\$ -		0.00%
17						\$ -	\$ -		\$ -		0.00%
18						\$ -	\$ -		\$ -		0.00%
19						\$ -	\$ -		\$ -		0.00%
20						\$ -	\$ -		\$ -		0.00%
21						\$ -	\$ -		\$ -		0.00%
22						\$ -	\$ -		\$ -		0.00%
23						\$ -	\$ -		\$ -		0.00%
24						\$ -	\$ -		\$ -		0.00%
25						\$ -	\$ -		\$ -		0.00%
26						\$ -	\$ -		\$ -		0.00%
27						\$ -	\$ -		\$ -		0.00%
28						\$ -	\$ -		\$ -		0.00%
29						\$ -	\$ -		\$ -		0.00%
30						\$ -	\$ -		\$ -		0.00%
31						\$ -	\$ -		\$ -	-	0.00%
32						\$ -	\$ -		\$ -	-	0.00%
33						\$ -	\$ -		\$ -	-	0.00%
34						\$ -	\$ -		\$ -	-	0.00%
35						\$ -	\$ -		\$ -	-	0.00%
36						\$ -	\$ -		\$ -	-	0.00%
37						\$ -	\$ -		\$ -	-	0.00%
38						\$ -	\$ -		\$ -	-	0.00%
39						\$ -	\$ -		\$ -	-	0.00%
40						\$ -	\$ -		\$ -	-	0.00%
41						\$ -	\$ -		\$ -	-	0.00%
42						\$ -	\$ -		\$ -	-	0.00%
43						\$ -	\$ -		\$ -	-	0.00%
44						\$ -	\$ -		\$ -	-	0.00%
45						\$ -	\$ -		\$ -	-	0.00%
46						\$ -	\$ -		\$ -	-	0.00%
47						\$ -	\$ -		\$ -	-	0.00%
48						\$ -	\$ -		\$ -	-	0.00%
49						\$ -	\$ -		\$ -	-	0.00%
50						\$ -	\$ -		\$ -	-	0.00%
51						\$ -	\$ -		\$ -	-	0.00%
52						\$ -	\$ -		\$ -	-	0.00%
53						\$ -	\$ -		\$ -	-	0.00%
54						\$ -	\$ -		\$ -	-	0.00%
55						\$ -	\$ -		\$ -	-	0.00%
56						\$ -	\$ -		\$ -	-	0.00%
57						\$ -	\$ -		\$ -	-	0.00%
58						\$ -	\$ -		\$ -	-	0.00%
59						\$ -	\$ -		\$ -	-	0.00%
60						\$ -	\$ -		\$ -	-	0.00%
61						\$ -	\$ -		\$ -	-	0.00%
62						\$ -	\$ -		\$ -	-	0.00%
63						\$ -	\$ -		\$ -	-	0.00%
64						\$ -	\$ -		\$ -	-	0.00%
65						\$ -	\$ -		\$ -	-	0.00%
66						\$ -	\$ -		\$ -	-	0.00%
67						\$ -	\$ -		\$ -	-	0.00%
68						\$ -	\$ -		\$ -	-	0.00%
69						\$ -	\$ -		\$ -	-	0.00%
70						\$ -	\$ -		\$ -	-	0.00%
71						\$ -	\$ -		\$ -	-	0.00%
72						\$ -	\$ -		\$ -	-	0.00%
73						\$ -	\$ -		\$ -	-	0.00%
74						\$ -	\$ -		\$ -	-	0.00%
75						\$ -	\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 181,962.00\$ 181,962.000.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ -

Record of Change Orders

No.	Date	Amount
1	June 25, 2024	\$ 6,970.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 6,970.00

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	March 26, 2024
Original Contract Time:	234
Added by Change Order:	-
Contract Time to Date:	213
Time Used to Date:	213
Contract Time Remaining:	<u>21</u>

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: WRA Grimes Connector - Contract 5 - Reforestation
Contractor: Alpha Landscapes
Address: 5145 NW Beaver Drive, Johnston, IA 50131
Finance Budget Code: 328-815-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: March 26, 2024 **Vendor #** 4741

Date of Council Meeting: November 12, 2024 **PAYMENT REQUEST #** 2 (Retainage)
PAYMENT PERIOD: From: September 1, 2024 Through: October 25, 2024

Contract Summary

Original Contract Amount:	\$	174,992.00	
Net change by Change Orders:	\$	6,970.00	
Contract Amount to Date: (line 1 ± 2)	\$	181,962.00	
Total completed and stored to date:	\$	181,962.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	181,962.00	
Less previous applications for payment:	\$	172,863.90	
SUBTOTAL	\$	9,098.10	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 9,098.10

Balance to finish, including retainage: \$ -

Contract Time Remaining (If applicable) 21.00 CALENDAR DAYS

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

Construction Contractor Approval: Alpha Landscapes
Firm Name
Signature: Andrew Doyle Date: 10/25/2024

Engineer / Consultant Approval: Veenstra & Kimm, Inc.
Firm Name
Signature: [Signature] Date: October 28, 2024

City of Grimes Staff Approval: [Signature]
Signature Date: 11/1/24

City of Grimes Council Approval: [Signature]
Signature Date:

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Overstory Trees 1" Caliper Plants	EA	280.00	15.00	295.00	\$ 410.00	\$ 120,950.00	295	\$ 120,950.00		100.00%
2	Understory Trees 1" Caliper Plants	EA	72.00	2.00	74.00	\$ 410.00	\$ 30,340.00	74	\$ 30,340.00		100.00%
3	Conifer Trees	EA	71.00	-	71.00	\$ 432.00	\$ 30,672.00	71	\$ 30,672.00		100.00%
4					-	\$ -	\$ -		\$ -		0.00%
5					-				\$ -		0.00%
6					-				\$ -		0.00%
7					-				\$ -		0.00%
8					-				\$ -		0.00%
9					-				\$ -		0.00%
10					-				\$ -		0.00%
11					-				\$ -		0.00%
12					-				\$ -		0.00%
13					-				\$ -		0.00%
14					-				\$ -		0.00%
15					-				\$ -		0.00%
16					-				\$ -		0.00%
17					-				\$ -		0.00%
18					-				\$ -		0.00%
19					-				\$ -		0.00%
20					-				\$ -		0.00%
21					-				\$ -		0.00%
22					-				\$ -		0.00%
23					-				\$ -		0.00%
24					-				\$ -		0.00%
25					-				\$ -		0.00%
26					-				\$ -		0.00%
27					-				\$ -		0.00%
28					-				\$ -		0.00%
29					-				\$ -		0.00%
30					-				\$ -	-	0.00%
31					-				\$ -	-	0.00%
32					-				\$ -	-	0.00%
33					-				\$ -	-	0.00%
34					-				\$ -	-	0.00%
35					-				\$ -	-	0.00%
36					-				\$ -	-	0.00%
37					-				\$ -	-	0.00%
38					-				\$ -	-	0.00%
39					-				\$ -	-	0.00%
40					-				\$ -	-	0.00%
41					-				\$ -	-	0.00%
42					-				\$ -	-	0.00%
43					-				\$ -	-	0.00%
44					-				\$ -	-	0.00%
45					-				\$ -	-	0.00%
46					-				\$ -	-	0.00%
47					-				\$ -	-	0.00%
48					-				\$ -	-	0.00%
49					-				\$ -	-	0.00%
50					-				\$ -	-	0.00%
51					-				\$ -	-	0.00%
52					-				\$ -	-	0.00%
53					-				\$ -	-	0.00%
54					-				\$ -	-	0.00%
55					-				\$ -	-	0.00%
56					-				\$ -	-	0.00%
57					-				\$ -	-	0.00%
58					-				\$ -	-	0.00%
59					-				\$ -	-	0.00%
60					-				\$ -	-	0.00%
61					-				\$ -	-	0.00%
62					-				\$ -	-	0.00%
63					-				\$ -	-	0.00%
64					-				\$ -	-	0.00%
65					-				\$ -	-	0.00%
66					-				\$ -	-	0.00%
67					-				\$ -	-	0.00%
68					-				\$ -	-	0.00%
69					-				\$ -	-	0.00%
70					-				\$ -	-	0.00%
71					-				\$ -	-	0.00%
72					-				\$ -	-	0.00%
73					-				\$ -	-	0.00%
74					-				\$ -	-	0.00%
75					-				\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 181,982.00

\$ 181,982.00

0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 12, 2024	\$ 172,863.90
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 172,863.90

Record of Change Orders

No.	Date	Amount
1	June 25, 2024	\$ 6,970.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 6,970.00

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	March 26, 2024
Original Contract Time:	234
Added by Change Order:	-
Contract Time to Date:	213
Time Used to Date:	213
Contract Time Remaining:	21

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Autumn Park Improvements
Contractor: Caliber Concrete, LLC
Address: 309 Audubon Street, PO Box 248, Adair, IA
Finance Budget Code: 358-430-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: June 25, 2024 **Vendor #** 1056

Date of Council Meeting: November 12, 2024 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: September 28, 2024 Through: October 30, 2024

Contract Summary

Original Contract Amount:	\$	320,113.80	
Net change by Change Orders:	\$	11,564.37	
Contract Amount to Date: (line 1 ± 2)	\$	331,678.17	
Total completed and stored to date:	\$	331,678.17	
Retainage: 5 % of Completed Work:	\$	16,583.91	
Total Earned less Retainage:	\$	315,094.26	
Less previous applications for payment:	\$	169,539.93	
SUBTOTAL	\$		145,554.33

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 145,554.33

Balance to finish, including retainage: \$ 16,583.91

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: Caliber Concrete, LLC

Signature:  Firm Name: _____ Date: 10-31-24

Engineer / Consultant Approval:

Signature:  Firm Name: _____ Date: 10/31/24

City of Grimes Staff Approval:

Signature: _____ Date: _____

Submit to: Engineering Department
E-mail: engineering@grimesiowa.gov **Phone:** (515) 986-4050 **Fax:** (515) 986-4480

Date Printed: 10/31/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	SUDAS ITEM CODE	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	VALUE OF STORED MATERIALS REMAINING	TOTAL COMPLETED WORK AND STORED MATERIALS	REMAINING QUANTITY	PERCENT COMPLETE
1	2010	TOPSOIL, ON-SITE, 4IN DEPTH	CY	306.00		306.00	\$ 8.00	\$ 2,448.00	306.00	\$ 2,448.00	\$ -	\$ 2,448.00	-	100.00%
2	2010	EXCAVATION, CLASS 10	CY	385.00		385.00	\$ 15.00	\$ 5,775.00	385.00	\$ 5,775.00	\$ -	\$ 5,775.00	-	100.00%
3	7030	REMOVAL OF SHARED USE PATH	SY	4,110.00		4,110.00	\$ 9.00	\$ 36,990.00	4,110.00	\$ 36,990.00	\$ -	\$ 36,990.00	-	100.00%
4	7030	SHARED USE PATH, PCC, 6 IN	SY	4,905.00	7.00	4,912.00	\$ 44.91	\$ 220,597.92	4,912.00	\$ 220,597.92	\$ -	\$ 220,597.92	-	100.00%
5	7030	SPECIAL SUBGRADE PREP FOR SHARED USE PATH	SY	6,745.00		6,745.00	\$ 2.30	\$ 15,513.50	6,745.00	\$ 15,513.50	\$ -	\$ 15,513.50	-	100.00%
6	7030	SHARED USE PATH ASSURANCE TESTING	LS	1.00		1.00	\$ 500.00	\$ 500.00	1.00	\$ 500.00	\$ -	\$ 500.00	-	100.00%
7	8030	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$ 500.00	\$ 500.00	1.00	\$ 500.00	\$ -	\$ 500.00	-	100.00%
8	9010	SEEDING, FERTILIZING, AND MULCHING	AC	0.40	1.50	1.90	\$ 7,500.00	\$ 14,250.00	1.90	\$ 14,250.00	\$ -	\$ 14,250.00	-	100.00%
9	9040	SWPPP PREPARATION	LS	1.00		1.00	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ -	\$ 1,500.00	-	100.00%
10	9040	SWPPP MANAGEMENT	LS	1.00		1.00	\$ 300.00	\$ 300.00	1.00	\$ 300.00	\$ -	\$ 300.00	-	100.00%
11	9040	FILTER SOCK, 9 IN	LF	6,935.00		6,935.00	\$ 1.75	\$ 12,136.25	6,935.00	\$ 12,136.25	\$ -	\$ 12,136.25	-	100.00%
12	9040	FILTER SOCKS, REMOVAL	LF	6,935.00		6,935.00	\$ 0.50	\$ 3,467.50	6,935.00	\$ 3,467.50	\$ -	\$ 3,467.50	-	100.00%
13	9040	EROSION CONTROL MULCHING, HYDROMULCHING	AC	0.40		0.40	\$ 4,500.00	\$ 1,800.00	0.40	\$ 1,800.00	\$ -	\$ 1,800.00	-	100.00%
14	11020	MOBILIZATION	LS	1.00		1.00	\$ 14,400.00	\$ 14,400.00	1.00	\$ 14,400.00	\$ -	\$ 14,400.00	-	100.00%
15	11050	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						-		\$ -		\$ -			-	0.00%
2						-		\$ -		\$ -			-	0.00%
3						-		\$ -		\$ -			-	0.00%
4						-		\$ -		\$ -			-	0.00%
5						-		\$ -		\$ -			-	0.00%
6						-		\$ -		\$ -			-	0.00%
7						-		\$ -		\$ -			-	0.00%
8						-		\$ -		\$ -			-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 331,678.17

\$ 331,678.17

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 8, 2024	\$ 169,539.93
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **\$ 169,539.93**

Record of Change Orders

No.	Date	Amount
1	November 12, 2024	\$ 11,564.37
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **\$ 11,564.37**

Contract Time Remaining

Contract Period:	WORKING DAYS
Original Contract Date:	June 25, 2024
Original Contract Time:	55.00
Added by Change Order:	-
Contract Time to Date:	55.00
Time Used to Date:	55.00
Contract Time Remaining:	-

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Autumn Park Improvements
Contractor: Caliber Concrete, LLC
Address: 309 Audubon Street, PO Box 248, Adair, IA
Finance Budget Code: 358-430-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: June 25, 2024 **Vendor #** 1056

Date of Council Meeting: November 12, 2024 **PAYMENT REQUEST #** 3 (Retainage)
PAYMENT PERIOD: From: September 28, 2024 Through: October 30, 2024

Contract Summary

Original Contract Amount:	\$	320,113.80	
Net change by Change Orders:	\$	11,564.37	
Contract Amount to Date: (line 1 ± 2)	\$	331,678.17	
Total completed and stored to date:	\$	331,678.17	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	331,678.17	
Less previous applications for payment:	\$	315,094.26	
SUBTOTAL	\$	16,583.91	
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	16,583.91	
Balance to finish, including retainage:	\$	-	

Contract Time Remaining (If applicable) - WORKING DAYS

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

Construction Contractor Approval: Caliber Concrete, LLC
Signature: Firm Name:
Date: 10.31.24

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

City of Grimes Staff Approval:
Signature: Date: 10/31/24

Submit to: Engineering Department
E-mail: engineering@grimesiowa.gov **Phone:** (515) 986-4050 **Fax:** (515) 986-4480

Date Printed: 10/31/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	SUDAS ITEM CODE	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	VALUE OF STORED MATERIALS REMAINING	TOTAL COMPLETED WORK AND STORED MATERIALS	REMAINING QUANTITY	PERCENT COMPLETE
1	2010	TOPSOIL, ON-SITE, 4IN DEPTH	CY	306.00		306.00	\$ 8.00	\$ 2,448.00	306.00	\$ 2,448.00	\$ -	\$ 2,448.00	-	100.00%
2	2010	EXCAVATION, CLASS 10	CY	385.00		385.00	\$ 15.00	\$ 5,775.00	385.00	\$ 5,775.00	\$ -	\$ 5,775.00	-	100.00%
3	7030	REMOVAL OF SHARED USE PATH	SY	4,110.00		4,110.00	\$ 9.00	\$ 36,990.00	4,110.00	\$ 36,990.00	\$ -	\$ 36,990.00	-	100.00%
4	7030	SHARED USE PATH, PCC, 6 IN	SY	4,905.00	7.00	4,912.00	\$ 44.91	\$ 220,597.92	4,912.00	\$ 220,597.92	\$ -	\$ 220,597.92	-	100.00%
5	7030	SPECIAL SUBGRADE PREP FOR SHARED USE PATH	SY	6,745.00		6,745.00	\$ 2.30	\$ 15,513.50	6,745.00	\$ 15,513.50	\$ -	\$ 15,513.50	-	100.00%
6	7030	SHARED USE PATH ASSURANCE TESTING	LS	1.00		1.00	\$ 500.00	\$ 500.00	1.00	\$ 500.00	\$ -	\$ 500.00	-	100.00%
7	8030	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$ 500.00	\$ 500.00	1.00	\$ 500.00	\$ -	\$ 500.00	-	100.00%
8	9010	SEEDING, FERTILIZING, AND MULCHING	AC	0.40	1.50	1.90	\$ 7,500.00	\$ 14,250.00	1.90	\$ 14,250.00	\$ -	\$ 14,250.00	-	100.00%
9	9040	SWPPP PREPARATION	LS	1.00		1.00	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ -	\$ 1,500.00	-	100.00%
10	9040	SWPPP MANAGEMENT	LS	1.00		1.00	\$ 300.00	\$ 300.00	1.00	\$ 300.00	\$ -	\$ 300.00	-	100.00%
11	9040	FILTER SOCK, 9 IN	LF	6,935.00		6,935.00	\$ 1.75	\$ 12,136.25	6,935.00	\$ 12,136.25	\$ -	\$ 12,136.25	-	100.00%
12	9040	FILTER SOCKS, REMOVAL	LF	6,935.00		6,935.00	\$ 0.50	\$ 3,467.50	6,935.00	\$ 3,467.50	\$ -	\$ 3,467.50	-	100.00%
13	9040	EROSION CONTROL MULCHING, HYDROMULCHING	AC	0.40		0.40	\$ 4,500.00	\$ 1,800.00	0.40	\$ 1,800.00	\$ -	\$ 1,800.00	-	100.00%
14	11020	MOBILIZATION	LS	1.00		1.00	\$ 14,400.00	\$ 14,400.00	1.00	\$ 14,400.00	\$ -	\$ 14,400.00	-	100.00%
15	11050	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						-		\$ -		\$ -			-	0.00%
2						-		\$ -		\$ -			-	0.00%
3						-		\$ -		\$ -			-	0.00%
4						-		\$ -		\$ -			-	0.00%
5						-		\$ -		\$ -			-	0.00%
6						-		\$ -		\$ -			-	0.00%
7						-		\$ -		\$ -			-	0.00%
8						-		\$ -		\$ -			-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 331,678.17

\$ 331,678.17

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 8, 2024	\$ 169,539.93
2	November 12, 2024	\$ 145,554.33
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 315,094.26

Record of Change Orders

No.	Date	Amount
1	November 12, 2024	\$ 11,564.37
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 11,564.37

Contract Time Remaining

Contract Period:	WORKING DAYS
Original Contract Date:	June 25, 2024
Original Contract Time:	55.00
Added by Change Order:	-
Contract Time to Date:	55.00
Time Used to Date:	55.00
Contract Time Remaining:	-

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: WTP to N. James Street Feeder Main
Contractor: McAninch Corporation
Address: 100 E. Grand Avenue, Suite 350, Des Moines, IA 50309
Finance Budget Code: 374-810-6499 **Finance Project #** N/A
Vendor Project or Invoice #: 11413 **PO #** N/A
Original Contract Date: September 26, 2023 **Vendor #** 1747

Date of Council Meeting: November 12, 2024 **PAYMENT REQUEST #** 04 (Sub-Final)
PAYMENT PERIOD: From: August 31, 2024 Through: November 1, 2024

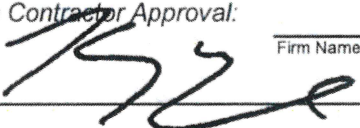
Contract Summary

Original Contract Amount:	\$	1,296,000.00	
Net change by Change Orders:	\$	42,767.46	
Contract Amount to Date: (line 1 ± 2)	\$	1,338,767.46	
Total completed and stored to date:	\$	1,338,767.46	
Retainage: 5 % of Completed Work:	\$	66,938.37	
Total Earned less Retainage:	\$	1,271,829.09	
Less previous applications for payment:	\$	1,133,688.40	
SUBTOTAL			\$ 138,140.69
OTHER CHARGES (Attach an itemized list)			\$ -
CURRENT PAYMENT DUE			\$ 138,140.69

Balance to finish, including retainage: \$ 66,938.37

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: McAninch Corporation
Signature:  Firm Name: _____ Date: 11-1-2024

Engineer / Consultant Approval: McClure
Signature:  Firm Name: _____ Date: 11/1/24

City of Grimes Staff Approval:
Signature:  Date: 11/1/24

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

Date Printed: 10/31/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	VALUE OF STORED MATERIALS REMAINING	TOTAL COMPLETED WORK AND STORED MATERIALS	REMAINING QUANTITY	PERCENT COMPLETE
1	TOPSOIL, ON-SITE	CY	910	-	910.00	\$ 13.90	\$ 12,649.00	910.00	\$ 12,649.00	\$ -	\$ 12,649.00	-	100.00%
2	TRENCH FOUNDATION	TON	50	(50.00)	-	\$ 43.50	\$ -	-	\$ -	\$ -	\$ -	-	100.00%
3	REPLACEMENT OF UNSUITABLE BACKFILL MATERIALS	CY	60	(60.00)	-	\$ 2.35	\$ -	-	\$ -	\$ -	\$ -	-	100.00%
4	WATER MAIN, TRENCHED, DIP, CLASS 52 W/ ZINC COATING, 30 IN.	LF	1,050	-	1,050.00	\$ 358.60	\$ 376,530.00	1,050.00	\$ 376,530.00	\$ -	\$ 376,530.00	-	100.00%
5	WATER MAIN, TRENCHED, DIP, CLASS 52 W/ ZINC COATING, 24 IN.	LF	130	-	130.00	\$ 290.10	\$ 37,713.00	130.00	\$ 37,713.00	\$ -	\$ 37,713.00	-	100.00%
6	WATER MAIN, TRENCHED, DIP, CLASS 52 W/ ZINC COATING, 16 IN.	LF	100	100.00	200.00	\$ 234.40	\$ 46,880.00	200.00	\$ 46,880.00	\$ -	\$ 46,880.00	-	100.00%
7	WATER MAIN, TRENCHED, DIP, CLASS 52 W/ ZINC COATING, 12 IN.	LF	30	-	30.00	\$ 243.10	\$ 7,293.00	30.00	\$ 7,293.00	\$ -	\$ 7,293.00	-	100.00%
8	WATER MAIN, TRENCHED, RJ DIP, CLASS 52 W/ ZINC COATING, 30IN.	LF	250	-	250.00	\$ 438.90	\$ 109,725.00	250.00	\$ 109,725.00	\$ -	\$ 109,725.00	-	100.00%
9	WATER MAIN, TRENCHED, RJ DIP, CLASS 52 W/ ZINC COATING, 24IN.	LF	150	-	150.00	\$ 332.10	\$ 49,815.00	150.00	\$ 49,815.00	\$ -	\$ 49,815.00	-	100.00%
10	WATER MAIN, TRENCHED, RJ DIP, CLASS 52 W/ ZINC COATING, 16IN.	LF	100	-	100.00	\$ 192.60	\$ 19,260.00	100.00	\$ 19,260.00	\$ -	\$ 19,260.00	-	100.00%
11	WATER MAIN, TRENCHED, RJ PVC, DR-18, 6IN.	LF	30	-	30.00	\$ 65.10	\$ 1,953.00	30.00	\$ 1,953.00	\$ -	\$ 1,953.00	-	100.00%
12	FITTING, DUCTILE IRON, BEND, 90-DEG, 12 IN.	EA	1	-	1.00	\$ 1,583.00	\$ 1,583.00	1.00	\$ 1,583.00	\$ -	\$ 1,583.00	-	100.00%
13	FITTING, DUCTILE IRON, BEND, 45- DEG, 30 IN.	EA	2	-	2.00	\$ 10,686.00	\$ 21,372.00	2.00	\$ 21,372.00	\$ -	\$ 21,372.00	-	100.00%
14	FITTING, DUCTILE IRON, BEND, 11.25- DEG, 30 IN.	EA	1	-	1.00	\$ 8,935.00	\$ 8,935.00	1.00	\$ 8,935.00	\$ -	\$ 8,935.00	-	100.00%
15	FITTING, DUCTILE IRON, BEND, 11.25- DEG, 12 IN.	EA	1	-	1.00	\$ 1,052.50	\$ 1,052.50	1.00	\$ 1,052.50	\$ -	\$ 1,052.50	-	100.00%
16	FITTING, DUCTILE IRON CAP, 24 IN.	EA	1	(1.00)	-	\$ 3,477.50	\$ -	-	\$ -	\$ -	\$ -	-	100.00%
17	FITTING, DUCTILE IRON CAP, 16 IN.	EA	1	(1.00)	-	\$ 1,704.25	\$ -	-	\$ -	\$ -	\$ -	-	100.00%
18	FITTING, DUCTILE IRON CAP, 6 IN.	EA	1	-	1.00	\$ 568.40	\$ 568.40	1.00	\$ 568.40	\$ -	\$ 568.40	-	100.00%
19	FITTING, DUCTILE IRON, CROSS, 30 IN. X 24 IN.	EA	1	-	1.00	\$ 35,261.75	\$ 35,261.75	1.00	\$ 35,261.75	\$ -	\$ 35,261.75	-	100.00%
20	FITTING, DUCTILE IRON, CROSS, 24 IN. X 24 IN.	EA	1	-	1.00	\$ 14,074.75	\$ 14,074.75	1.00	\$ 14,074.75	\$ -	\$ 14,074.75	-	100.00%
21	FITTING, DUCTILE IRON, REDUCER, 30 IN. X 24 IN.	EA	1	-	1.00	\$ 8,086.75	\$ 8,086.75	1.00	\$ 8,086.75	\$ -	\$ 8,086.75	-	100.00%
22	FITTING, DUCTILE IRON, REDUCER, 30 IN. X 12 IN.	EA	1	-	1.00	\$ 10,126.25	\$ 10,126.25	1.00	\$ 10,126.25	\$ -	\$ 10,126.25	-	100.00%
23	FITTING, DUCTILE IRON, REDUCER, 24 IN. X 16 IN.	EA	3	-	3.00	\$ 3,478.75	\$ 10,436.25	3.00	\$ 10,436.25	\$ -	\$ 10,436.25	-	100.00%
24	FITTING, DUCTILE IRON, REDUCER, 24 IN. X 12 IN.	EA	1	-	1.00	\$ 3,395.25	\$ 3,395.25	1.00	\$ 3,395.25	\$ -	\$ 3,395.25	-	100.00%
25	FITTING, DUCTILE IRON, REDUCER, 20 IN. X 6 IN.	EA	1	-	1.00	\$ 3,017.50	\$ 3,017.50	1.00	\$ 3,017.50	\$ -	\$ 3,017.50	-	100.00%
26	FITTING, DUCTILE IRON, SLEEVE, 24 IN.	EA	1	(1.00)	-	\$ 4,166.00	\$ -	-	\$ -	\$ -	\$ -	-	100.00%
27	FITTING, DUCTILE IRON, SLEEVE, 16 IN.	EA	4	(2.00)	2.00	\$ 2,001.00	\$ 4,002.00	2.00	\$ 4,002.00	\$ -	\$ 4,002.00	-	100.00%
28	FITTING, DUCTILE IRON, SLEEVE, 12 IN.	EA	5	(4.00)	1.00	\$ 1,091.00	\$ 1,091.00	1.00	\$ 1,091.00	\$ -	\$ 1,091.00	-	100.00%
29	FITTING, DUCTILE IRON, TEE, 30 IN. X 20 IN.	EA	1	-	1.00	\$ 14,575.75	\$ 14,575.75	1.00	\$ 14,575.75	\$ -	\$ 14,575.75	-	100.00%
30	FITTING, DUCTILE IRON, TEE, 16 IN. X 16 IN.	EA	1	-	1.00	\$ 4,726.25	\$ 4,726.25	1.00	\$ 4,726.25	\$ -	\$ 4,726.25	-	100.00%
31	FITTING, DUCTILE IRON, TEE, 12 IN. X 12 IN.	EA	1	-	1.00	\$ 2,203.75	\$ 2,203.75	1.00	\$ 2,203.75	\$ -	\$ 2,203.75	-	100.00%
32	WATER MAIN REMOVAL	LF	300	(300.00)	-	\$ 35.00	\$ -	-	\$ -	\$ -	\$ -	-	100.00%
33	VALVE, BUTTERFLY, 30 IN.	EA	2	-	2.00	\$ 32,408.75	\$ 64,817.50	2.00	\$ 64,817.50	\$ -	\$ 64,817.50	-	100.00%
34	VALVE, BUTTERFLY, 24 IN.	EA	3	-	3.00	\$ 21,238.25	\$ 63,714.75	3.00	\$ 63,714.75	\$ -	\$ 63,714.75	-	100.00%
35	VALVE, BUTTERFLY, 16 IN.	EA	3	-	3.00	\$ 8,116.25	\$ 24,348.75	3.00	\$ 24,348.75	\$ -	\$ 24,348.75	-	100.00%
36	VALVE, GATE, 12 IN.	EA	2	-	2.00	\$ 3,939.75	\$ 7,879.50	2.00	\$ 7,879.50	\$ -	\$ 7,879.50	-	100.00%
37	VALVE, GATE, 6 IN.	EA	1	-	1.00	\$ 1,681.00	\$ 1,681.00	1.00	\$ 1,681.00	\$ -	\$ 1,681.00	-	100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	VALUE OF STORED MATERIALS REMAINING	TOTAL COMPLETED WORK AND STORED MATERIALS	REMAINING QUANTITY	PERCENT COMPLETE
38	FIRE HYDRANT ASSEMBLY	EA	2	-	2.00	\$ 7,827.25	\$ 15,654.50	2.00	\$ 15,654.50	\$ -	\$ 15,654.50	-	100.00%
39	REMOVE HYDRANT ASSEMBLY	EA	1	1.00	2.00	\$ 842.30	\$ 1,684.60	2.00	\$ 1,684.60	\$ -	\$ 1,684.60	-	100.00%
40	WATER VALVE REMOVAL	EA	1	-	1.00	\$ 842.30	\$ 842.30	1.00	\$ 842.30	\$ -	\$ 842.30	-	100.00%
41	CURB AND GUTTER, PCC, 2.5-FT	LF	75	-	75.00	\$ 51.50	\$ 3,862.50	75.00	\$ 3,862.50	\$ -	\$ 3,862.50	-	100.00%
42	REMOVAL OF SIDEWALK	SY	630	9.00	639.00	\$ 9.80	\$ 6,262.20	639.00	\$ 6,262.20	\$ -	\$ 6,262.20	-	100.00%
43	SIDEWALK, PCC, 6 IN.	SY	1,260	(23.00)	1,237.00	\$ 70.60	\$ 87,332.20	1,237.00	\$ 87,332.20	\$ -	\$ 87,332.20	-	100.00%
44	DETECTABLE WARNING	SF	20	-	20.00	\$ 51.50	\$ 1,030.00	20.00	\$ 1,030.00	\$ -	\$ 1,030.00	-	100.00%
45	DRIVEWAY, GRANULAR SURFACING, 6 IN.	TON	30	-	30.00	\$ 41.00	\$ 1,230.00	30.00	\$ 1,230.00	\$ -	\$ 1,230.00	-	100.00%
46	FULL DEPTH PATCHES, PCC, 8IN.	SY	480	95.00	575.00	\$ 96.30	\$ 55,372.50	575.00	\$ 55,372.50	\$ -	\$ 55,372.50	-	100.00%
47	PAVEMENT REMOVAL	SY	525	50.00	575.00	\$ 12.40	\$ 7,130.00	575.00	\$ 7,130.00	\$ -	\$ 7,130.00	-	100.00%
48	CURB AND GUTTER REMOVAL	LF	75	-	75.00	\$ 9.30	\$ 697.50	75.00	\$ 697.50	\$ -	\$ 697.50	-	100.00%
49	TEMPORARY TRAFFIC CONTROL	LS	1	-	1.00	\$ 8,085.50	\$ 8,085.50	1.00	\$ 8,085.50	\$ -	\$ 8,085.50	-	100.00%
50	HYDRAULIC SEEDING, FERTILIZING, AND MMULCHING FOR HYDRAULIC TYPE 1	AC	2	0.20	2.20	\$ 4,635.00	\$ 10,197.00	2.20	\$ 10,197.00	\$ -	\$ 10,197.00	-	100.00%
51	SWPPP MANAGEMENT	LS	1	-	1.00	\$ 3,708.00	\$ 3,708.00	1.00	\$ 3,708.00	\$ -	\$ 3,708.00	-	100.00%
52	TEMPORARY ROLLED EROSION CONTROL PRODUCTS, TYPE 2.C	SQ	15	15.00	30.00	\$ 30.90	\$ 927.00	30.00	\$ 927.00	\$ -	\$ 927.00	-	100.00%
53	WATTLE, 12 IN.	LF	2,000	(375.00)	1,625.00	\$ 3.10	\$ 5,037.50	1,625.00	\$ 5,037.50	\$ -	\$ 5,037.50	-	100.00%
54	WATTLE, REMOVAL	LF	2,000	(375.00)	1,625.00	\$ 0.30	\$ 487.50	1,625.00	\$ 487.50	\$ -	\$ 487.50	-	100.00%
55	SILT FENCE/ SILT FENCE DITCH CHECK	LF	560	(560.00)	-	\$ 2.35	\$ -	-	\$ -	\$ -	\$ -	-	100.00%
56	SILT FENCE/ SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	EA	560	(560.00)	-	\$ 0.30	\$ -	-	\$ -	\$ -	\$ -	-	100.00%
57	SILT FENCE/ SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	560	(560.00)	-	\$ 0.10	\$ -	-	\$ -	\$ -	\$ -	-	100.00%
58	EROSION CONTROL MULCHING, HYDROMULCHING, TYPE 5	AC	2	(2.00)	-	\$ 2,575.00	\$ -	-	\$ -	\$ -	\$ -	-	100.00%
59	REMOVAL AND REINSTALLATION OF EXSITING FENCE	LF	535	-	535.00	\$ 29.30	\$ 15,675.50	535.00	\$ 15,675.50	\$ -	\$ 15,675.50	-	100.00%
60	MOBILIZATION	LS	1	-	1.00	\$49,410.75	\$ 49,410.75	1.00	\$ 49,410.75	\$ -	\$ 49,410.75	-	100.00%
61	CONCRETE WASHOUT PITS	EA	1	-	1.00	\$ 3,605.00	\$ 3,605.00	1.00	\$ 3,605.00	\$ -	\$ 3,605.00	-	100.00%
62	CONNECT TO EXSITING WATER MAIN	EA	4	-	4.00	\$ 2,105.75	\$ 8,423.00	4.00	\$ 8,423.00	\$ -	\$ 8,423.00	-	100.00%
63	REMOVE AND REPLACE LANDSCAPING	LS	1	-	1.00	\$35,988.25	\$ 35,988.25	1.00	\$ 35,988.25	\$ -	\$ 35,988.25	-	100.00%
CO-1.1	Modifications to Piping at N. James Street	LS	-	1.00	1.00	\$23,840.75	\$ 23,840.75	1.00	\$ 23,840.75	\$ -	\$ 23,840.75	-	100.00%
CO-1.2	Addition of Water Service from new Feeder Main to WRA Lift Station	LS	-	1.00	1.00	\$ 3,912.93	\$ 3,912.93	1.00	\$ 3,912.93	\$ -	\$ 3,912.93	-	100.00%
CO-1.3	Modification to Water Main Connection at Heritage Elementary School	LS	-	1.00	1.00	\$ 1,792.45	\$ 1,792.45	1.00	\$ 1,792.45	\$ -	\$ 1,792.45	-	100.00%
CO-1.4	Reinstallation of Fire Hydrant and Water Service at Lime Softening Plant	LS	-	1.00	1.00	\$ 9,665.70	\$ 9,665.70	1.00	\$ 9,665.70	\$ -	\$ 9,665.70	-	100.00%
CO-1.5	Modification to Water Main at Lime Softening Plant	LS	-	1.00	1.00	\$ 4,763.00	\$ 4,763.00	1.00	\$ 4,763.00	\$ -	\$ 4,763.00	-	100.00%
CO-2.1	Haul Excess Site Dirt to Stockpile Area near WTP / GSR	CY	-	285.00	285.00	\$ 10.00	\$ 2,850.00	285.00	\$ 2,850.00	\$ -	\$ 2,850.00	-	100.00%
CO-2.2	Consolidation of Remaining Stored Materials	LS	-	1.00	1.00	\$ 531.68	\$ 531.68	1.00	\$ 531.68	\$ -	\$ 531.68	-	100.00%
CO-2.3	Adjustment of Project As-built Quantities (Reflected in Quantities Above)	LS	-	1.00	1.00	\$ -	\$ -	1.00	\$ -	\$ -	\$ -	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 1,338,767.46

\$ 1,338,767.46

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

STORED MATERIALS COST

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	PROPOSED STORED VALUE	QUANTITY CHANGE - 1	QUANTITY CHANGE - 2	TOTAL VALUE	UNIT PRICE	EQUIVALENT UNIT AMOUNT	REMAINING EQUIVALENT AMOUNT	VALUE OF STORED MATERIALS REMAINING	PERCENT REMAINING
1	TOPSOIL, ON-SITE	CY				\$ -	\$ 13.90	0.00	0.00	\$ -	0.00%
2	TRENCH FOUNDATION	TON				\$ -	\$ 43.50	0.00	0.00	\$ -	0.00%
3	REPLACEMENT OF UNSUITABLE BACKFILL MATERIALS	CY				\$ -	\$ 2.35	0.00	0.00	\$ -	0.00%
4	WATER MAIN, TRENCHED, DIP, CLASS 52 W/ ZINC COATING, 30 IN.	LF	\$292,101.25			\$292,101.25	\$ 358.60	814.56	0.00	\$ -	0.00%
5	WATER MAIN, TRENCHED, DIP, CLASS 52 W/ ZINC COATING, 24 IN.	LF	\$24,770.00			\$24,770.00	\$ 290.10	85.38	0.00	\$ -	0.00%
6	WATER MAIN, TRENCHED, DIP, CLASS 52 W/ ZINC COATING, 16 IN.	LF	\$11,007.50			\$11,007.50	\$ 234.40	46.96	0.00	\$ -	0.00%
7	WATER MAIN, TRENCHED, DIP, CLASS 52 W/ ZINC COATING, 12 IN.	LF	\$ 3,101.50			\$ 3,101.50	\$ 243.10	12.76	0.00	\$ -	0.00%
8	WATER MAIN, TRENCHED, RJ DIP, CLASS 52 W/ ZINC COATING, 30IN.	LF	\$89,250.00			\$89,250.00	\$ 438.90	203.35	0.00	\$ -	0.00%
9	WATER MAIN, TRENCHED, RJ DIP, CLASS 52 W/ ZINC COATING, 24IN.	LF	\$35,250.00			\$35,250.00	\$ 332.10	106.14	0.00	\$ -	0.00%
10	WATER MAIN, TRENCHED, RJ DIP, CLASS 52 W/ ZINC COATING, 16IN.	LF	\$16,136.50			\$16,136.50	\$ 192.60	83.78	0.00	\$ -	0.00%
11	WATER MAIN, TRENCHED, RJ PVC, DR-18, 6IN.	LF	\$ 450.00			\$ 450.00	\$ 65.10	6.91	0.00	\$ -	0.00%
12	FITTING, DUCTILE IRON, BEND, 90-DEG, 12 IN.	EA	\$ 975.00			\$ 975.00	\$ 1,583.00	0.62	0.00	\$ -	0.00%
13	FITTING, DUCTILE IRON, BEND, 45- DEG, 30 IN.	EA	\$19,100.00			\$19,100.00	\$10,686.00	1.79	0.00	\$ -	0.00%
14	FITTING, DUCTILE IRON, BEND, 11.25- DEG, 30 IN.	EA	\$ 7,850.00			\$ 7,850.00	\$ 8,935.00	0.88	0.00	\$ -	0.00%
15	FITTING, DUCTILE IRON, BEND, 11.25- DEG, 12 IN.	EA	\$ 740.00			\$ 740.00	\$ 1,052.50	0.70	0.00	\$ -	0.00%
16	FITTING, DUCTILE IRON CAP, 24 IN.	EA	\$ 1,940.00	\$ (1,940.00)		\$ -	\$ 3,477.50	0.00	0.00	\$ -	0.00%
17	FITTING, DUCTILE IRON CAP, 16 IN.	EA	\$ 850.00	\$ (850.00)		\$ -	\$ 1,704.25	0.00	0.00	\$ -	0.00%
18	FITTING, DUCTILE IRON CAP, 6 IN.	EA	\$ 175.00			\$ 175.00	\$ 568.40	0.31	0.00	\$ -	0.00%
19	FITTING, DUCTILE IRON, CROSS, 30 IN. X 24 IN.	EA	\$31,905.00			\$31,905.00	\$35,261.75	0.90	0.00	\$ -	0.00%
20	FITTING, DUCTILE IRON, CROSS, 24 IN. X 24 IN.	EA	\$11,335.00			\$11,335.00	\$14,074.75	0.81	0.00	\$ -	0.00%
21	FITTING, DUCTILE IRON, REDUCER, 30 IN. X 24 IN.	EA	\$ 7,340.00			\$ 7,340.00	\$ 8,086.75	0.91	0.00	\$ -	0.00%
22	FITTING, DUCTILE IRON, REDUCER, 30 IN. X 12 IN.	EA	\$ 9,320.00			\$ 9,320.00	\$10,126.25	0.92	0.00	\$ -	0.00%
23	FITTING, DUCTILE IRON, REDUCER, 24 IN. X 16 IN.	EA	\$ 8,895.00			\$ 8,895.00	\$ 3,478.75	2.56	0.00	\$ -	0.00%
24	FITTING, DUCTILE IRON, REDUCER, 24 IN. X 12 IN.	EA	\$ 2,395.00			\$ 2,395.00	\$ 3,395.25	0.71	0.00	\$ -	0.00%
25	FITTING, DUCTILE IRON, REDUCER, 20 IN. X 6 IN.	EA	\$ 2,580.00			\$ 2,580.00	\$ 3,017.50	0.86	0.00	\$ -	0.00%
26	FITTING, DUCTILE IRON, SLEEVE, 24 IN.	EA	\$ 3,380.00	\$ (3,380.00)		\$ -	\$ 4,166.00	0.00	0.00	\$ -	0.00%
27	FITTING, DUCTILE IRON, SLEEVE, 16 IN.	EA	\$ 6,300.00	\$ (2,298.00)		\$ 4,002.00	\$ 2,001.00	2.00	0.00	\$ -	0.00%
28	FITTING, DUCTILE IRON, SLEEVE, 12 IN.	EA	\$ 3,625.00	\$ (2,534.00)		\$ 1,091.00	\$ 1,091.00	1.00	0.00	\$ -	0.00%
29	FITTING, DUCTILE IRON, TEE, 30 IN. X 20 IN.	EA	\$12,345.00			\$12,345.00	\$14,575.75	0.85	0.00	\$ -	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

STORED MATERIALS COST

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	PROPOSED STORED VALUE	QUANTITY CHANGE - 1	QUANTITY CHANGE - 2	TOTAL VALUE	UNIT PRICE	EQUIVALENT UNIT AMOUNT	REMAINING EQUIVALENT AMOUNT	VALUE OF STORED MATERIALS REMAINING	PERCENT REMAINING
30	FITTING, DUCTILE IRON, TEE, 16 IN. X 16 IN.	EA	\$ 3,025.00			\$ 3,025.00	\$ 4,726.25	0.64	0.00	\$ -	0.00%
31	FITTING, DUCTILE IRON, TEE, 12 IN. X 12 IN.	EA	\$ 1,335.00			\$ 1,335.00	\$ 2,203.75	0.61	0.00	\$ -	0.00%
32	WATER MAIN REMOVAL	LF				\$ -	\$ 35.00	0.00	0.00	\$ -	0.00%
33	VALVE, BUTTERFLY, 30 IN.	EA	\$62,055.00			\$62,055.00	\$32,408.75	1.91	0.00	\$ -	0.00%
34	VALVE, BUTTERFLY, 24 IN.	EA	\$60,420.00			\$60,420.00	\$21,238.25	2.84	0.00	\$ -	0.00%
35	VALVE, BUTTERFLY, 16 IN.	EA	\$22,680.00			\$22,680.00	\$ 8,116.25	2.79	0.00	\$ -	0.00%
36	VALVE, GATE, 12 IN.	EA	\$ 6,830.00			\$ 6,830.00	\$ 3,939.75	1.73	0.00	\$ -	0.00%
37	VALVE, GATE, 6 IN.	EA	\$ 1,355.00			\$ 1,355.00	\$ 1,681.00	0.81	0.00	\$ -	0.00%
38	FIRE HYDRANT ASSEMBLY	EA	\$12,040.00			\$12,040.00	\$ 7,827.25	1.54	0.00	\$ -	0.00%
39	REMOVE HYDRANT ASSEMBLY	EA				\$ -	\$ 842.30	0.00	0.00	\$ -	0.00%
40	WATER VALVE REMOVAL	EA				\$ -	\$ 842.30	0.00	0.00	\$ -	0.00%
41	CURB AND GUTTER, PCC, 2.5-FT	LF				\$ -	\$ 51.50	0.00	0.00	\$ -	0.00%
42	REMOVAL OF SIDEWALK	SY				\$ -	\$ 9.80	0.00	0.00	\$ -	0.00%
43	SIDEWALK, PCC, 6 IN.	SY				\$ -	\$ 70.60	0.00	0.00	\$ -	0.00%
44	DETECTABLE WARNING	SF				\$ -	\$ 51.50	0.00	0.00	\$ -	0.00%
45	DRIVEWAY, GRANULAR SURFACING, 6 IN.	TON				\$ -	\$ 41.00	0.00	0.00	\$ -	0.00%
46	FULL DEPTH PATCHES, PCC, 8IN.	SY				\$ -	\$ 96.30	0.00	0.00	\$ -	0.00%
47	PAVEMENT REMOVAL	SY				\$ -	\$ 12.40	0.00	0.00	\$ -	0.00%
48	CURB AND GUTTER REMOVAL	LF				\$ -	\$ 9.30	0.00	0.00	\$ -	0.00%
49	TEMPORARY TRAFFIC CONTROL	LS				\$ -	\$ 8,085.50	0.00	0.00	\$ -	0.00%
50	HYDRAULIC SEEDING, FERTILIZING, AND MMULCHING FOR HYDRAULIC TYPE 1	AC				\$ -	\$ 4,635.00	0.00	0.00	\$ -	0.00%
51	SWPPP MANAGEMENT	LS				\$ -	\$ 3,708.00	0.00	0.00	\$ -	0.00%
52	TEMPORARY ROLLED EROSION CONTROL PRODUCTS, TYPE 2.C	SQ				\$ -	\$ 30.90	0.00	0.00	\$ -	0.00%
53	WATTLE, 12 IN.	LF				\$ -	\$ 3.10	0.00	0.00	\$ -	0.00%
54	WATTLE, REMOVAL	LF				\$ -	\$ 0.30	0.00	0.00	\$ -	0.00%
55	SILT FENCE/ SILT FENCE DITCH CHECK	LF				\$ -	\$ 2.35	0.00	0.00	\$ -	0.00%
56	SILT FENCE/ SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	EA				\$ -	\$ 0.30	0.00	0.00	\$ -	0.00%
57	SILT FENCE/ SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF				\$ -	\$ 0.10	0.00	0.00	\$ -	0.00%
58	EROSION CONTROL MULCHING, HYDROMULCHING, TYPE 5	AC				\$ -	\$ 2,575.00	0.00	0.00	\$ -	0.00%
59	REMOVAL AND REINSTALLATION OF EXSITING FENCE	LF				\$ -	\$ 29.30	0.00	0.00	\$ -	0.00%
60	MOBILIZATION	LS				\$ -	\$49,410.75	0.00	0.00	\$ -	0.00%
61	CONCRETE WASHOUT PITS	EA				\$ -	\$ 3,605.00	0.00	0.00	\$ -	0.00%
62	CONNECT TO EXSITING WATER MAIN	EA				\$ -	\$ 2,105.75	0.00	0.00	\$ -	0.00%
63	REMOVE AND REPLACE LANDSCAPING	LS				\$ -	\$35,988.25	0.00	0.00	\$ -	0.00%

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

\$761,854.75

\$ - 0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 23, 2024	\$ 823,849.18
2	August 27, 2024	\$ 222,490.52
3	September 10, 2024	\$ 87,348.70
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

Record of Change Orders

No.	Date	Amount
1	September 10, 2024	\$ 43,974.83
2	November 12, 2024	\$ (1,207.37)
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 42,767.46

Contract Time Remaining

Contract Period:	<u>CALENDAR DAYS</u>
Original Contract Date:	<u> </u>
Original Contract Time:	<u> </u>
Added by Change Order:	<u> </u>
Contract Time to Date:	<u> -</u>
Time Used to Date:	<u> </u>
Contract Time Remaining:	<u><u> -</u></u>

TOTAL \$ 1,133,688.40

Contractor's Application for Payment No.

11 (Eleven)

Application Period:

10/1/2024

to

10/31/2024

Application Date:

10/31/2024

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).....	\$	2,464,560.00
5. Retainage		
a. 5.0% X \$ 2,447,155.00 Work Completed.....	\$	122,357.75
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).....	\$	123,228.00
6. Amount Eligible to Date (Line 4 - Line 5d).....	\$	2,341,332.00
7. Less Previous Payments (Line 6 from prior Application).....	\$	2,294,734.50
8. Amount Due This Application.....	\$	46,597.50
9. Balance to Finish, Plus Retainage (Column G on Progress Estimate + Line 5 above).....	\$	1,138,668.00

Payment of: \$46,597.50

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

is recommended by:


(Engineer)

11/1/24
(Date)

Payment of:

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

is approved by:


(Owner)

11/1/24
(Date)

Approved by:

Funding Agency (if applicable)

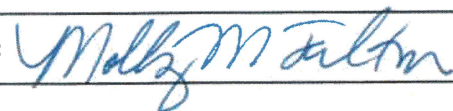
(Date)

Contractor's Certification

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

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

By:



Date:

10/31/24

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	One (1) 2.0 MG Ground Storage Tank				Application Number:	11 (Eleven)		
Application Period:	10/1/2024	to	10/31/2024		Application Date:	10/31/2024		
A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
General Requirements								
1.1	Bonds and Insurance	\$ 27,900.00	\$ 27,900.00	\$ -		\$ 27,900.00	100.00%	\$ -
1.2	Tank Design Drawings and Calculations	\$ 97,200.00	\$ 97,200.00	\$ -		\$ 97,200.00	100.00%	\$ -
1.3	Tank Crew Mobilization	\$ 256,100.00	\$ 128,050.00	\$ -		\$ 128,050.00	50.00%	\$ 128,050.00
1.4	Mobilization	\$ 112,000.00	\$ 95,200.00	\$ -		\$ 95,200.00	85.00%	\$ 16,800.00
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	\$ 8,866.00	\$ -		\$ 8,866.00	62.00%	\$ 5,434.00
2.3	Silt Fence Install/Removal	\$ 10,600.00	\$ 7,314.00	\$ -		\$ 7,314.00	69.00%	\$ 3,286.00
2.4	Install/Remove Construction Entrance	\$ 6,100.00	\$ 4,575.00	\$ -		\$ 4,575.00	75.00%	\$ 1,525.00
2.5	Relocate Existing Stock Pile and Site Grading	\$ 145,700.00	\$ 109,275.00	\$ -		\$ 109,275.00	75.00%	\$ 36,425.00
2.6	Tank Excavation	\$ 125,200.00	\$ 112,680.00	\$ -		\$ 112,680.00	90.00%	\$ 12,520.00
2.7	Tank Structural Backfill Price Adjustment No.1 (\$35/CY)	\$ 52,000.00	\$ 8,600.00	\$ -		\$ 8,600.00	16.54%	\$ 43,400.00
2.8	Tank Laydown Area, Crane Pads, and Panel Beds	\$ 250,500.00	\$ 197,895.00	\$ -		\$ 197,895.00	79.00%	\$ 52,605.00
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	\$ 106,500.00	\$ -		\$ 106,500.00	100.00%	\$ -
3.2	Provide and Install 24" DIP Inlet/Outlet Piping	\$ 215,300.00	\$ 215,300.00	\$ -		\$ 215,300.00	100.00%	\$ -
3.3	Storm Sewer Work	\$ 18,600.00	\$ 18,600.00	\$ -		\$ 18,600.00	100.00%	\$ -
Prestressed Concrete Tank								
Form, Reinforce & Pour Floor								
4.1	Footings Forms	\$ 46,500.00	\$ 46,500.00	\$ -		\$ 46,500.00	100.00%	\$ -
4.2	Reinforcing	\$ 108,500.00	\$ 108,500.00	\$ -		\$ 108,500.00	100.00%	\$ -
4.3	Place Floor/Footing Concrete	\$ 155,000.00	\$ 155,000.00	\$ -		\$ 155,000.00	100.00%	\$ -

A		B	Work Completed		E	F		G
			C	D				
Specification Section Number	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
Walls								
4.4	Install Beds	\$ 41,400.00	\$ 41,400.00	\$ -		\$ 41,400.00	100.00%	\$ -
4.5	Form/Reinforce/Pour Panels	\$ 186,000.00	\$ 186,000.00	\$ -		\$ 186,000.00	100.00%	\$ -
4.6	Erect Panels	\$ 103,400.00	\$ 103,400.00	\$ -		\$ 103,400.00	100.00%	\$ -
4.7	Joints and Curbs	\$ 41,400.00	\$ 41,400.00	\$ -		\$ 41,400.00	100.00%	\$ -
4.8	Shotcrete Diaphragm	\$ 41,400.00	\$ 41,400.00	\$ -		\$ 41,400.00	100.00%	\$ -
Dome								
4.9	Erect Shoring	\$ 74,000.00	\$ 74,000.00	\$ -		\$ 74,000.00	100.00%	\$ -
4.10	Erect Formwork	\$ 55,500.00	\$ 55,500.00	\$ -		\$ 55,500.00	100.00%	\$ -
4.11	Reinforcing	\$ 129,400.00	\$ 129,400.00	\$ -		\$ 129,400.00	100.00%	\$ -
4.12	Place Dome Concrete	\$ 37,000.00	\$ 37,000.00	\$ -		\$ 37,000.00	100.00%	\$ -
4.13	Remove Formwork	\$ 55,500.00	\$ 55,500.00	\$ -		\$ 55,500.00	100.00%	\$ -
Prestress								
4.14	Prestress	\$ 86,700.00	\$ 86,700.00	\$ -		\$ 86,700.00	100.00%	\$ -
4.15	Wire Coat	\$ 36,200.00	\$ 36,200.00	\$ -		\$ 36,200.00	100.00%	\$ -
4.16	Body Coat	\$ 32,500.00	\$ 16,250.00	\$ 16,250.00		\$ 32,500.00	100.00%	\$ -
4.17	Final Coat	\$ 7,300.00	\$ -	\$ 7,300.00		\$ 7,300.00	100.00%	\$ -
Miscellaneous								
4.18	Tank Pipe, Fittings & Appurtenances	\$ 76,000.00	\$ 38,000.00	\$ -		\$ 38,000.00	50.00%	\$ 38,000.00
4.19	Ladder/ Vent/ Hatch/ Misc Metals	\$ 59,000.00	\$ -	\$ 14,750.00		\$ 14,750.00	25.00%	\$ 44,250.00
4.20	Paint	\$ 43,000.00	\$ -	\$ 10,750.00		\$ 10,750.00	25.00%	\$ 32,250.00
4.21	Mixing System	\$ 38,000.00	\$ -	\$ -		\$ -	0.00%	\$ 38,000.00
Electrical								
5.1	Electrical Work	\$ 335,400.00	\$ -	\$ -	\$ 17,405.00	\$ 17,405.00	5.19%	\$ 317,995.00
Architectual Treatment								
6.1	Install Brick Pilasters	\$ 130,000.00	\$ -	\$ -		\$ -	0.00%	\$ 130,000.00
Approved Project Change Orders								
	Total	\$ 3,480,000.00	\$ 2,398,105.00	\$ 49,050.00	\$ 17,405.00	\$ 2,464,560.00	70.82%	\$ 1,015,440.00

Stored Material Summary

Contractor's Application

For (Contract):	One (1) 2.0 MG Ground Storage Tank						Application Number:		11 (Eleven)	
Application Period:	10/1/2024 to 10/31/2024						Application Date:		10/31/2024	
A	B C			D		E	Subtotal Amount Completed and Stored to Date (D + E)	F		G
Specification Section / Bid Item No.	Supplier Invoice Number	Description of Materials or Equipment Stored	Storage Location	Stored Previously		Amount Stored this Month (\$)		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
				Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/ Year)	Amount (\$)	
5.1	-	THHN Wire	Newton, IA	Nov-2023	\$ 17,405.00	\$ -	\$ 17,405.00			\$ 17,405.00
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			\$ -
					\$ -		\$ -			

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:	11 (Eleven)
					Application Date:	10/31/2024
Application Period:	From:	10/1/2024	To:	10/31/2024	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	3/12/2024	\$ 46,170.00
04	4/9/2024	\$ 97,523.20
05	5/14/2024	\$ 166,003.95
06	6/25/2024	\$ 16,647.80
07	7/23/2024	\$ 202,292.05
08	8/27/2024	\$ 353,785.70
09	9/10/2024	\$ 571,900.00
10	10/22/2024	\$ 395,722.50
11		

Total Estimates Paid to Date: \$ 2,294,734.50

--	--	--

Total Construction Cost: \$ 2,294,734.50

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: November 12, 2024 **PAYMENT REQUEST #** 9
PAYMENT PERIOD: From: September 25, 2024 Through: October 30, 2024

Contract Summary

Original Contract Amount:	\$	1,850,000.00	
Net change by Change Orders:	\$	103,810.37	
Contract Amount to Date: (line 1 ± 2)	\$	1,953,810.37	
Total completed and stored to date:	\$	1,953,810.37	
Retainage: 1 % of Completed Work:	\$	19,538.10	
Total Earned less Retainage:	\$	1,934,272.27	
Less previous applications for payment:	\$	1,931,532.64	
SUBTOTAL	\$		2,739.63

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,739.63

Balance to finish, including retainage: \$ 19,538.10

Contract Time Remaining (If applicable) - WORKING DAYS

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

Construction Contractor Approval: S.M. Hentges & Sons, Inc.
Signature: Firm Name:
Date: 10.25.2024

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

City of Grimes Staff Approval:
Signature: Date: 10/25/24

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	SUDAS ITEM CODE	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	VALUE OF STORED MATERIALS REMAINING	TOTAL COMPLETED WORK AND STORED MATERIALS	REMAINING QUANTITY	PERCENT COMPLETE
1	2.1	CLEARING & GRUBBING	LS	1.00		1.00	\$15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	\$ -	\$ 15,000.00	-	100.00%
2	2.2	SUBGRADE PREPARATION, 12 IN.	SY	74.00		74.00	\$ 20.00	\$ 1,480.00	74.00	\$ 1,480.00	\$ -	\$ 1,480.00	-	100.00%
3	2.3	MODIFIED SUBBASE, 6IN.	CY	13.00		13.00	\$ 150.00	\$ 1,950.00	13.00	\$ 1,950.00	\$ -	\$ 1,950.00	-	100.00%
4	4.1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 18 IN.	LF	5,099.00		5,099.00	\$ 210.00	\$ 1,070,790.00	5,099.00	\$ 1,070,790.00	\$ -	\$ 1,070,790.00	-	100.00%
5	4.2	SANITARY SEWER GRAVITY MAIN WITH CASING PIPE, TRENCHLESS, PVC, 18 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	15.00	\$ 247,500.00	\$ -	\$ 247,500.00	-	100.00%
8	6.2	CONNECTION TO EXISTING SANITARY MANHOLE	EA	1.00		1.00	\$10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	\$ -	\$ 10,000.00	-	100.00%
9	7.1	PAVEMENT, PCC, CLASS C, 7IN.	SY	74.00	16.76	90.76	\$ 105.00	\$ 9,529.80	90.76	\$ 9,529.80	\$ -	\$ 9,529.80	-	100.00%
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	\$ 4,635.00	\$ -	\$ 4,635.00	-	100.00%
11	7.3	PAVEMENT REMOVAL, 7 IN. PCC	SY	74.00	16.76	90.76	\$ 20.00	\$ 1,815.20	90.76	\$ 1,815.20	\$ -	\$ 1,815.20	-	100.00%
12	7.4	CURB AND GUTTER REMOVAL	LF	103.00		103.00	\$ 10.00	\$ 1,030.00	103.00	\$ 1,030.00	\$ -	\$ 1,030.00	-	100.00%
13	8.1	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	\$ -	\$ 5,000.00	-	100.00%
14	9.1	CONVENTIONAL SEEDING, FERTILIZING & MULCHING TYPE 2 (PERMANENT COOL SEASON MIXTURE)	ACRE	13.60	(11.60)	2.00	\$ 1,800.00	\$ 3,600.00	2.00	\$ 3,600.00	\$ -	\$ 3,600.00	-	100.00%
15	9.2	STORMWATER POLLUTION PREVENTION PLAN (SWPPP) MANAGEMENT	LS	1.00		1.00	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00	\$ -	\$ 4,500.00	-	100.00%
16	9.3	FILTER SOCK, 12 IN., INSTALLATION	LF	500.00	950.00	1,450.00	\$ 2.00	\$ 2,900.00	1,450.00	\$ 2,900.00	\$ -	\$ 2,900.00	-	100.00%
17	9.4	FILTER SOCK, 12 IN., REMOVAL	LF	500.00	950.00	1,450.00	\$ 0.25	\$ 362.50	1,450.00	\$ 362.50	\$ -	\$ 362.50	-	100.00%
18	9.5	SILT FENCE, INSTALLATION	LF	5,395.00	(3,321.00)	2,074.00	\$ 2.00	\$ 4,148.00	2,074.00	\$ 4,148.00	\$ -	\$ 4,148.00	-	100.00%
19	9.6	SILT FENCE, REMOVAL OF SEDIMENT	LF	5,395.00	(5,395.00)	-	\$ 0.40	\$ -	-	\$ -	\$ -	\$ -	-	0.00%
20	9.7	SILT FENCE, REMOVAL OF DEVICE	LF	5,395.00	(3,321.00)	2,074.00	\$ 0.20	\$ 414.80	2,074.00	\$ 414.80	\$ -	\$ 414.80	-	100.00%
21	9.8	EROSION CONTROL, MULCHING, HYDROMULCHING	ACRE	13.60	(13.10)	0.50	\$ 2,000.00	\$ 1,000.00	0.50	\$ 1,000.00	\$ -	\$ 1,000.00	-	100.00%
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	\$ 31,080.00	\$ -	\$ 31,080.00	-	100.00%
23	11.1	MOBILIZATION	LS	1.00		1.00	\$84,878.00	\$ 84,878.00	1.00	\$ 84,878.00	\$ -	\$ 84,878.00	-	100.00%
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	\$ 141,301.80	\$ -	\$ 141,301.80	-	100.00%
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	\$ 3,301.86	\$ -	\$ 3,301.86	-	100.00%
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%
CO3.1		MANHOLE LOWERING	EA		14.00	14.00	\$ 909.52	\$ 12,733.28	14.00	\$ 12,733.28	\$ -	\$ 12,733.28	-	100.00%
CO3.2		FIELD DRAIN TILE	LF	(133.00)	500.00	367.00	\$ 50.00	\$ 18,350.00	367.00	\$ 18,350.00	\$ -	\$ 18,350.00	-	100.00%
CO4.1		MAN SAND & FLOWFILL	LS		1.00	1.00	\$ 6,673.97	\$ 6,673.97	1.00	\$ 6,673.97	\$ -	\$ 6,673.97	-	100.00%
CO5.1		DRAINTILE LITTLE BEAVER TO RR TRAX	LF		1,760.00	1,760.00	\$ 38.50	\$ 67,760.00	1,760.00	\$ 67,760.00	\$ -	\$ 67,760.00	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 1,953,810.37

\$ 1,953,810.37

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 27, 2024	\$ 117,248.52
2	March 26, 2024	\$ 389,605.13
3	April 9, 2024	\$ 558,791.24
4	May 14, 2024	\$ 193,976.71
5	June 11, 2024	\$ 409,951.67
6	July 9, 2024	\$ 163,276.05
7	August 27, 2024	\$ 20,641.60
8	October 22, 2024	\$ 78,041.72
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 1,931,532.64

Record of Change Orders

No.	Date	Amount
1	January 23, 2024	\$ 47,730.88
2	March 26, 2024	\$ 2,873.94
3	April 9, 2024	\$ 37,733.28
4	May 14, 2024	\$ 6,673.97
5	June 25, 2024	\$ 67,760.00
6	November 12, 2024	\$ (58,961.70)
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 103,810.37

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:	150.00
Contract Time Remaining:	-

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: November 12, 2024 **PAYMENT REQUEST #** 10 (Retainage)
PAYMENT PERIOD: From: September 25, 2024 Through: October 30, 2024

Contract Summary

Original Contract Amount:	\$	1,850,000.00	
Net change by Change Orders:	\$	103,810.37	
Contract Amount to Date: (line 1 ± 2)	\$	1,953,810.37	
Total completed and stored to date:	\$	1,953,810.37	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	1,953,810.37	
Less previous applications for payment:	\$	1,934,272.27	
SUBTOTAL			\$ 19,538.10

OTHER CHARGES (Attach an itemized list) \$ -

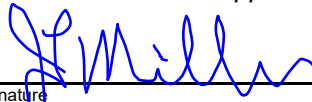
CURRENT PAYMENT DUE \$ 19,538.10

Balance to finish, including retainage: \$ -

Contract Time Remaining (If applicable) - WORKING DAYS

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

Construction Contractor Approval: S.M. Hentges & Sons, Inc.

Signature:  Firm Name: _____ Date: 10.25.2024

Engineer / Consultant Approval: _____
Firm Name: _____

Signature: _____ Date: _____

City of Grimes Staff Approval:  _____
Signature: _____ Date: 10/25/24

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	SUDAS ITEM CODE	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	VALUE OF STORED MATERIALS REMAINING	TOTAL COMPLETED WORK AND STORED MATERIALS	REMAINING QUANTITY	PERCENT COMPLETE
1	2.1	CLEARING & GRUBBING	LS	1.00		1.00	\$15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	\$ -	\$ 15,000.00	-	100.00%
2	2.2	SUBGRADE PREPARATION, 12 IN.	SY	74.00		74.00	\$ 20.00	\$ 1,480.00	74.00	\$ 1,480.00	\$ -	\$ 1,480.00	-	100.00%
3	2.3	MODIFIED SUBBASE, 6IN.	CY	13.00		13.00	\$ 150.00	\$ 1,950.00	13.00	\$ 1,950.00	\$ -	\$ 1,950.00	-	100.00%
4	4.1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 18 IN.	LF	5,099.00		5,099.00	\$ 210.00	\$ 1,070,790.00	5,099.00	\$ 1,070,790.00	\$ -	\$ 1,070,790.00	-	100.00%
5	4.2	SANITARY SEWER GRAVITY MAIN WITH CASING PIPE, TRENCHLESS, PVC, 18 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	15.00	\$ 247,500.00	\$ -	\$ 247,500.00	-	100.00%
8	6.2	CONNECTION TO EXISTING SANITARY MANHOLE	EA	1.00		1.00	\$10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	\$ -	\$ 10,000.00	-	100.00%
9	7.1	PAVEMENT, PCC, CLASS C, 7IN.	SY	74.00	16.76	90.76	\$ 105.00	\$ 9,529.80	90.76	\$ 9,529.80	\$ -	\$ 9,529.80	-	100.00%
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	\$ 4,635.00	\$ -	\$ 4,635.00	-	100.00%
11	7.3	PAVEMENT REMOVAL, 7 IN. PCC	SY	74.00	16.76	90.76	\$ 20.00	\$ 1,815.20	90.76	\$ 1,815.20	\$ -	\$ 1,815.20	-	100.00%
12	7.4	CURB AND GUTTER REMOVAL	LF	103.00		103.00	\$ 10.00	\$ 1,030.00	103.00	\$ 1,030.00	\$ -	\$ 1,030.00	-	100.00%
13	8.1	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	\$ -	\$ 5,000.00	-	100.00%
14	9.1	CONVENTIONAL SEEDING, FERTILIZING & MULCHING TYPE 2 (PERMANENT COOL SEASON MIXTURE)	ACRE	13.60	(11.60)	2.00	\$ 1,800.00	\$ 3,600.00	2.00	\$ 3,600.00	\$ -	\$ 3,600.00	-	100.00%
15	9.2	STORMWATER POLLUTION PREVENTION PLAN (SWPPP) MANAGEMENT	LS	1.00		1.00	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00	\$ -	\$ 4,500.00	-	100.00%
16	9.3	FILTER SOCK, 12 IN., INSTALLATION	LF	500.00	950.00	1,450.00	\$ 2.00	\$ 2,900.00	1,450.00	\$ 2,900.00	\$ -	\$ 2,900.00	-	100.00%
17	9.4	FILTER SOCK, 12 IN., REMOVAL	LF	500.00	950.00	1,450.00	\$ 0.25	\$ 362.50	1,450.00	\$ 362.50	\$ -	\$ 362.50	-	100.00%
18	9.5	SILT FENCE, INSTALLATION	LF	5,395.00	(3,321.00)	2,074.00	\$ 2.00	\$ 4,148.00	2,074.00	\$ 4,148.00	\$ -	\$ 4,148.00	-	100.00%
19	9.6	SILT FENCE, REMOVAL OF SEDIMENT	LF	5,395.00	(5,395.00)	-	\$ 0.40	\$ -	-	\$ -	\$ -	\$ -	-	0.00%
20	9.7	SILT FENCE, REMOVAL OF DEVICE	LF	5,395.00	(3,321.00)	2,074.00	\$ 0.20	\$ 414.80	2,074.00	\$ 414.80	\$ -	\$ 414.80	-	100.00%
21	9.8	EROSION CONTROL, MULCHING, HYDROMULCHING	ACRE	13.60	(13.10)	0.50	\$ 2,000.00	\$ 1,000.00	0.50	\$ 1,000.00	\$ -	\$ 1,000.00	-	100.00%
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	\$ 31,080.00	\$ -	\$ 31,080.00	-	100.00%
23	11.1	MOBILIZATION	LS	1.00		1.00	\$84,878.00	\$ 84,878.00	1.00	\$ 84,878.00	\$ -	\$ 84,878.00	-	100.00%
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	\$ 141,301.80	\$ -	\$ 141,301.80	-	100.00%
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	\$ 3,301.86	\$ -	\$ 3,301.86	-	100.00%
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%
CO3.1		MANHOLE LOWERING	EA		14.00	14.00	\$ 909.52	\$ 12,733.28	14.00	\$ 12,733.28	\$ -	\$ 12,733.28	-	100.00%
CO3.2		FIELD DRAIN TILE	LF	(133.00)	500.00	367.00	\$ 50.00	\$ 18,350.00	367.00	\$ 18,350.00	\$ -	\$ 18,350.00	-	100.00%
CO4.1		MAN SAND & FLOWFILL	LS		1.00	1.00	\$ 6,673.97	\$ 6,673.97	1.00	\$ 6,673.97	\$ -	\$ 6,673.97	-	100.00%
CO5.1		DRAINTILE LITTLE BEAVER TO RR TRAX	LF		1,760.00	1,760.00	\$ 38.50	\$ 67,760.00	1,760.00	\$ 67,760.00	\$ -	\$ 67,760.00	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 1,953,810.37

\$ 1,953,810.37

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 27, 2024	\$ 117,248.52
2	March 26, 2024	\$ 389,605.13
3	April 9, 2024	\$ 558,791.24
4	May 14, 2024	\$ 193,976.71
5	June 11, 2024	\$ 409,951.67
6	July 9, 2024	\$ 163,276.05
7	August 27, 2024	\$ 20,641.60
8	October 22, 2024	\$ 78,041.72
9	November 12, 2024	\$ 2,739.63
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **\$ 1,934,272.27**

Record of Change Orders

No.	Date	Amount
1	January 23, 2024	\$ 47,730.88
2	March 26, 2024	\$ 2,873.94
3	April 9, 2024	\$ 37,733.28
4	May 14, 2024	\$ 6,673.97
5	June 25, 2024	\$ 67,760.00
6	November 12, 2024	\$ (58,961.70)
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **\$ 103,810.37**

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:	150.00
Contract Time Remaining:	-

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Public Library Amphitheater
Contractor: Concrete Connection, LLC
Address: 5170 NW Beaver Drive, Johnston, Iowa 50131
Finance Budget Code: 309-420-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: June 25, 2024 **Vendor #** 4905

Date of Council Meeting: November 12, 2024 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: August 7, 2024 Through: October 31, 2024

Contract Summary

Original Contract Amount:	\$ 472,022.00	
Net change by Change Orders:	\$ -	
Contract Amount to Date: (line 1 ± 2)	\$ 472,022.00	
Total completed and stored to date:	\$ 272,616.50	
Retainage: 5 % of Completed Work:	\$ 13,630.83	
Total Earned less Retainage:	\$ 258,985.68	
Less previous applications for payment:	\$ -	
SUBTOTAL		\$ 258,985.68
OTHER CHARGES (Attach an itemized list)		\$ -
CURRENT PAYMENT DUE		\$ 258,985.68
Balance to finish, including retainage:	\$ 213,036.33	

Contract Time Remaining (If applicable) 30.00 CALENDAR DAYS

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

Construction Contractor Approval: Concrete Connection, LLC
Signature: [Signature] Firm Name: Concrete Connection, LLC Date: 11/1/24

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

City of Grimes Staff Approval:
Signature: [Signature] Date: 11/1/24

Submit to: Engineering Department
E-mail: engineering@grimesiowa.gov **Phone:** (515) 986-4050 **Fax:** (515) 986-4480

Date Printed: 11/1/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	SUDAS ITEM CODE	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	VALUE OF STORED MATERIALS REMAINING	TOTAL COMPLETED WORK AND STORED MATERIALS	REMAINING QUANTITY	PERCENT COMPLETE
1		Clearing and Grubbing	LS	1.00		1.00	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	\$ -	\$ 4,000.00	-	100.00%
2		Topsoil, On-Site	CY	163.00		163.00	\$ 40.00	\$ 6,520.00	50.00	\$ 2,000.00	\$ -	\$ 2,000.00	113.00	30.67%
3		Topsoil, Compost Amended	CY	100.00		100.00	\$ 85.00	\$ 8,500.00	-	\$ -	\$ -	\$ -	100.00	0.00%
4		Excavation, Class 10	CY	155.00		155.00	\$ 45.00	\$ 6,975.00	155.00	\$ 6,975.00	\$ -	\$ 6,975.00	-	100.00%
5		Subbase, Modified, 4 IN	SY	420.00		420.00	\$ 8.00	\$ 3,360.00	420.00	\$ 3,360.00	\$ -	\$ 3,360.00	-	100.00%
6		Subbase, Modified, 6 IN	SY	140.00		140.00	\$ 12.00	\$ 1,680.00	140.00	\$ 1,680.00	\$ -	\$ 1,680.00	-	100.00%
7		Subdrain, Type 2D, HDPE, 8 IN	LF	310.00		310.00	\$ 55.00	\$ 17,050.00	40.00	\$ 2,200.00	\$ -	\$ 2,200.00	270.00	12.90%
8		Subdrain, Cleanout, Type A-1, 8 IN	EA	3.00		3.00	\$ 750.00	\$ 2,250.00	-	\$ -	\$ -	\$ -	3.00	0.00%
9		Subdrain, Outlets and Connections, Ditch, 8 IN	EA	2.00		2.00	\$ 1,500.00	\$ 3,000.00	-	\$ -	\$ -	\$ -	2.00	0.00%
10		Pavement, PCC, 7 IN, C4	SY	60.00		60.00	\$ 125.00	\$ 7,500.00	60.00	\$ 7,500.00	\$ -	\$ 7,500.00	-	100.00%
11		Removal of Sidewalk	SY	145.00		145.00	\$ 18.00	\$ 2,610.00	145.00	\$ 2,610.00	\$ -	\$ 2,610.00	-	100.00%
12		Sidewalk, PCC, 6 IN	SY	350.00		350.00	\$ 90.00	\$ 31,500.00	320.00	\$ 28,800.00	\$ -	\$ 28,800.00	30.00	91.43%
13		Sidewalk, PCC, 6 IN, Integral Color	SY	60.00		60.00	\$ 250.00	\$ 15,000.00	60.00	\$ 15,000.00	\$ -	\$ 15,000.00	-	100.00%
14		Curb and Gutter Removal	LF	30.00		30.00	\$ 25.00	\$ 750.00	30.00	\$ 750.00	\$ -	\$ 750.00	-	100.00%
15		Painted Pavement Markings, Durable	LS	1.00		1.00	\$ 4,000.00	\$ 4,000.00	-	\$ -	\$ -	\$ -	1.00	0.00%
16		Painted Symbols and Legends, Durable	EA	3.00		3.00	\$ 275.00	\$ 825.00	-	\$ -	\$ -	\$ -	3.00	0.00%
17		Temporary Traffic Control	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00	-	\$ -	\$ -	\$ -	1.00	0.00%
18		Traffic Signs, R7-8A, 12X18	EA	2.00		2.00	\$ 350.00	\$ 700.00	-	\$ -	\$ -	\$ -	2.00	0.00%
19		Traffic Signs, R7-8BP, 18X9	EA	2.00		2.00	\$ 350.00	\$ 700.00	-	\$ -	\$ -	\$ -	2.00	0.00%
20		Round Steel Posts	LF	2.00		2.00	\$ 600.00	\$ 1,200.00	-	\$ -	\$ -	\$ -	2.00	0.00%
21		Conventional Seeding, Seeding, Fertilizing, and Mulching, Type 1 - Permanent Lawn	LS	1.00		1.00	\$ 1,100.00	\$ 1,100.00	-	\$ -	\$ -	\$ -	1.00	0.00%
22		Conventional Seeding, Seeding, Fertilizing, and Mulching, Type 2 - United Seed Super Turf 2	LS	1.00		1.00	\$ 1,700.00	\$ 1,700.00	-	\$ -	\$ -	\$ -	1.00	0.00%
23		Watering	MGAL	35.00		35.00	\$ 110.00	\$ 3,850.00	-	\$ -	\$ -	\$ -	35.00	0.00%
24		Sod	SQ	45.00		45.00	\$ 100.00	\$ 4,500.00	-	\$ -	\$ -	\$ -	45.00	0.00%
25		Plants With Warranty, Deciduous Shrubs, (5 Cont)	EA	24.00		24.00	\$ 150.00	\$ 3,600.00	-	\$ -	\$ -	\$ -	24.00	0.00%
26		Plants With Warranty, Perennial Ground Cover/Ornamental Grass, (1GAL)	EA	83.00		83.00	\$ 45.00	\$ 3,735.00	-	\$ -	\$ -	\$ -	83.00	0.00%
27		Plants With Warranty, Deciduous Tree, (2" CAL B&B)	EA	9.00		9.00	\$ 650.00	\$ 5,850.00	-	\$ -	\$ -	\$ -	9.00	0.00%
28		SWPPP Preparation	LS	1.00		1.00	\$ 1,250.00	\$ 1,250.00	1.00	\$ 1,250.00	\$ -	\$ 1,250.00	-	100.00%
29		SWPPP Management	LS	1.00		1.00	\$ 3,000.00	\$ 3,000.00	0.25	\$ 750.00	\$ -	\$ 750.00	0.75	25.00%
30		Filter Sock, 9 IN	LF	740.00		740.00	\$ 3.30	\$ 2,442.00	400.00	\$ 1,320.00	\$ -	\$ 1,320.00	340.00	54.05%
31		Temporary RECP, 2	SY	200.00		200.00	\$ 3.30	\$ 660.00	-	\$ -	\$ -	\$ -	200.00	0.00%
32		RIP RAP, Erosion Stone	TON	10.00		10.00	\$ 100.00	\$ 1,000.00	-	\$ -	\$ -	\$ -	10.00	0.00%
33		Silt Fence or Silt Fence Ditch Check	LF	460.00		460.00	\$ 3.00	\$ 1,380.00	423.00	\$ 1,269.00	\$ -	\$ 1,269.00	37.00	91.96%
34		Silt Fence or Silt Fence Ditch Check, Removal of Device	LF	460.00		460.00	\$ 0.75	\$ 345.00	150.00	\$ 112.50	\$ -	\$ 112.50	310.00	32.61%
35		Inlet Protection Device, Wattles	EA	4.00		4.00	\$ 135.00	\$ 540.00	4.00	\$ 540.00	\$ -	\$ 540.00	-	100.00%
36		Temporary Fence, Chain Link, 60 IN	LF	550.00		550.00	\$ 6.00	\$ 3,300.00	-	\$ -	\$ -	\$ -	550.00	0.00%
37		Mobilization	LS	1.00		1.00	\$ 35,000.00	\$ 35,000.00	0.75	\$ 26,250.00	\$ -	\$ 26,250.00	0.25	75.00%
38		Concrete Washout	LS	1.00		1.00	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ -	\$ 1,500.00	-	100.00%
39		Bike Rack	EA	1.00		1.00	\$ 2,200.00	\$ 2,200.00	-	\$ -	\$ -	\$ -	1.00	0.00%
40		Electrical System Design & Installation	LS	1.00		1.00	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00	\$ -	\$ 3,000.00	-	100.00%
41		Flag Pole	EA	1.00		1.00	\$ 7,500.00	\$ 7,500.00	-	\$ -	\$ -	\$ -	1.00	0.00%
42		Stone Seatwall	TON	31.00		31.00	\$ 2,300.00	\$ 71,300.00	20.00	\$ 46,000.00	\$ -	\$ 46,000.00	11.00	64.52%
43		Bollard Lighting	EA	11.00		11.00	\$ 1,750.00	\$ 19,250.00	4.00	\$ 7,000.00	\$ -	\$ 7,000.00	7.00	36.36%
44		Event Power (50 AMP)	EA	1.00		1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ -	\$ 2,500.00	-	100.00%
45		Cast-in-Place Sculpture Footings	EA	4.00		4.00	\$ 750.00	\$ 3,000.00	4.00	\$ 3,000.00	\$ -	\$ 3,000.00	-	100.00%
46		Boardwalk, Concrete Piers	EA	20.00		20.00	\$ 3,000.00	\$ 60,000.00	18.00	\$ 54,000.00	\$ -	\$ 54,000.00	2.00	90.00%
47		Boardwalk, Concrete Abutments	EA	2.00		2.00	\$ 5,000.00	\$ 10,000.00	2.00	\$ 10,000.00	\$ -	\$ 10,000.00	-	100.00%
48		Boardwalk, Trex or Approved Equal	SF	650.00		650.00	\$ 90.00	\$ 58,500.00	325.00	\$ 29,250.00	\$ -	\$ 29,250.00	325.00	50.00%
49		Concrete Wheel Stops	EA	2.00		2.00	\$ 300.00	\$ 600.00	-	\$ -	\$ -	\$ -	2.00	0.00%
50		Guardrail	LF	180.00		180.00	\$ 160.00	\$ 28,800.00	-	\$ -	\$ -	\$ -	180.00	0.00%
51		Dewatering	LS	1.00		1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	\$ -	\$ 10,000.00	-	100.00%
						-		\$ -		\$ -			-	0.00%
		Change Order Item												
1						-		\$ -		\$ -			-	0.00%
2						-		\$ -		\$ -			-	0.00%
3						-		\$ -		\$ -			-	0.00%
4						-		\$ -		\$ -			-	0.00%
5						-		\$ -		\$ -			-	0.00%
6						-		\$ -		\$ -			-	0.00%
7						-		\$ -		\$ -			-	0.00%
8						-		\$ -		\$ -			-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 472,022.00

\$ 272,616.50

57.76%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ -

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ -

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	June 25, 2024
Original Contract Time:	110.00
Added by Change Order:	
Contract Time to Date:	110.00
Time Used to Date:	80.00
Contract Time Remaining:	30.00



Project Title: WRA Grimes Connector - Contract 2
Contractor: S. M. Hentges & Sons, Inc.
Address: 650 Quaker Avenue, Jordan, MN 55352
Finance Budget Code: 362-815-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: March 8, 2022 **Vendor #** 4294

Date of Council Meeting: November 12, 2024 **PAYMENT REQUEST #** 17
PAYMENT PERIOD: From: July 3, 2024 To: October 31, 2024

Contract Summary

Original Contract Amount: \$9,530,000.00
Net change by Change Orders: \$557,057.30
Contract Amount to Date: (line 1 ± 2) \$10,087,057.30
Total completed and stored to date: \$10,087,057.30
Retainage: 0.41% % of Completed Work: \$40,987.10
Total Earned less Retainage: \$10,046,070.20
Less previous applications for payment: \$9,973,343.10
SUBTOTAL \$72,727.10

OTHER CHARGES (Attach an itemized list) \$0.00

CURRENT PAYMENT DUE \$72,727.10

Balance to finish, including retainage: \$40,987.10

Contract Time Remaining (If applicable) - Working Days

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

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

Signature:  Date: 11.01.2024

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

Signature:  Date: 11/1/2024

City of Grimes Staff Approval:
Signature:  Date: 11/4/24

City of Grimes Council Approval:
Signature: _____ Date: _____

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

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	6" PCC Trail	SY	1,350.00		1,350.00	\$ 75.00	\$ 101,250.00	1,350.00	\$ 101,250.00	-	100.00%
2	48" DI Sanitary Sewer in Open Cut	LF	15,286.00	8.00	15,294.00	\$ 430.00	\$ 6,576,420.00	15,294.00	\$ 6,576,420.00	-	100.00%
3	36" DI Sanitary Sewer in Open Cut	LF	25.00	15.00	40.00	\$ 6,000.00	\$ 240,000.00	40.00	\$ 240,000.00	-	100.00%
4	12" DI Sanitary Sewer in Open Cut	LF	20.00	30.00	50.00	\$ 1,200.00	\$ 60,000.00	50.00	\$ 60,000.00	-	100.00%
5	48" Sanitary Trenchless	LF	410.00		410.00	\$ 1,565.00	\$ 641,650.00	410.00	\$ 641,650.00	-	100.00%
6	Manhole - 96"	EA	2.00		2.00	\$ 45,000.00	\$ 90,000.00	2.00	\$ 90,000.00	-	100.00%
7	Manhole - 72"	EA	43.00		43.00	\$ 30,000.00	\$ 1,290,000.00	43.00	\$ 1,290,000.00	-	100.00%
8	Storm Sewer - 48" RCP	EA	90.00	86.00	176.00	\$ 240.00	\$ 42,240.00	176.00	\$ 42,240.00	-	100.00%
9	Storm Sewer - 36" RCP	EA	20.00	12.00	32.00	\$ 200.00	\$ 6,400.00	32.00	\$ 6,400.00	-	100.00%
10	Storm Sewer - 18" RCP	EA	40.00		40.00	\$ 125.00	\$ 5,000.00	40.00	\$ 5,000.00	-	100.00%
11	Culvert - 48" CMP	LF	40.00	(40.00)	-	\$ 250.00	\$ -	-	\$ -	-	0.00%
12	Storm Sewer - 16" HDPE	LF	18.00	(18.00)	-	\$ 120.00	\$ -	-	\$ -	-	0.00%
13	Concrete Encasement - 48" Pipe	LF	60.00		60.00	\$ 540.00	\$ 32,400.00	60.00	\$ 32,400.00	-	100.00%
14	6" Tile with Sock	LF	5,360.00	110.00	5,470.00	\$ 8.00	\$ 43,760.00	5,470.00	\$ 43,760.00	-	100.00%
15	Steel Sheetpiling	SF	1,800.00	1,000.00	2,800.00	\$ 80.00	\$ 224,000.00	2,800.00	\$ 224,000.00	-	100.00%
16	Rip-Rap	TON	1,535.00		1,535.00	\$ 75.00	\$ 115,125.00	1,535.00	\$ 115,125.00	-	100.00%
17	Stabilizing Material	TON	200.00	67.23	267.23	\$ 40.00	\$ 10,689.20	267.23	\$ 10,689.20	-	100.00%
18	Erosion Control	LS	1.00		1.00	\$ 55,000.00	\$ 55,000.00	1.00	\$ 55,000.00	-	100.00%
19	Seeding	ACRE	12.00	11.83	23.83	\$ 2,600.00	\$ 61,958.00	23.83	\$ 61,958.00	-	100.00%
20	Clearing and Grubbing	LS	1.00		1.00	\$ 108,205.00	\$ 108,205.00	1.00	\$ 108,205.00	-	100.00%
21	Traffic Control	LS	1.00		1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	-	100.00%
22	Sanitary Sewer Service Relocation	EA	1.00	3.00	4.00	\$ 5,000.00	\$ 20,000.00	4.00	\$ 20,000.00	-	100.00%
23	Sanitary Sewer Service Pipe	LF	20.00	20.00	40.00	\$ 700.00	\$ 28,000.00	40.00	\$ 28,000.00	-	100.00%
24	Sanitary Sewer Manhole Abandonment	EA	18.00		18.00	\$ 3,000.00	\$ 54,000.00	18.00	\$ 54,000.00	-	100.00%
25	Sanitary Sewer Manhole Abandonment - Plug	EA	3.00		3.00	\$ 850.00	\$ 2,550.00	3.00	\$ 2,550.00	-	100.00%
CHANGE ORDER											
1.1	Field Tile Replacement - 8" & Smaller	LF	759.00	802.00	1,561.00	\$ 75.00	\$ 117,075.00	1,561.00	\$ 117,075.00	-	100.00%
2.1	Seeding Type 1	Acre	-	5.80	5.80	\$ 3,300.00	\$ 19,140.00	5.80	\$ 19,140.00	-	100.00%
3.1	Lower 9 Manholes	LS		1.00	1.00	\$ 40,987.10	\$ 40,987.10	1.00	\$ 40,987.10	-	100.00%
4.1	Pothole Waterford	LS		1.00	1.00	\$ 28,500.00	\$ 28,500.00	1.00	\$ 28,500.00	-	100.00%
4.2	Replace Waterford	LS	-	1.00	1.00	\$ 46,000.00	\$ 46,000.00	1.00	\$ 46,000.00	-	100.00%
4.4	Seeding Type 1	Acre		(3.04)	(3.04)	\$ 3,300.00	\$ (10,032.00)	(3.04)	\$ (10,032.00)	-	100.00%

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
5.1	60" Lined Precast Manhole Sections	EA		4.00	4.00	\$ 7,935.00	\$ 31,740.00	4.00	\$ 31,740.00	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 10,087,057.30	\$ 10,087,057.30	100.00%
------------------	------------------	---------

Previous Applications for Payment

No.	Date	Amount
1	September 16, 2022	\$ 322,598.34
2	October 17, 2022	\$ 35,134.33
3	Nov 14, 2022	\$1,410,519.62
4	DEC 16, 2022	\$2,096,792.75
5	January 10, 2023	\$1,017,464.75
6	February 17, 2023	\$1,400,085.17
7	March 17, 2023	\$1,296,023.00
8	April 14, 2023	\$1,098,062.07
9	May 15, 2023	\$ 346,588.31
10	June 15, 2023	\$ 246,981.24
11	July 14, 2023	\$ 46,033.91
12	October 10, 2023	\$ 81,517.60
13	November 14, 2023	\$ 189,123.11
14	December 12, 2023	\$ 231,856.00
15	April 23, 2024	\$ 49,550.00
16	July 23, 2024	\$ 105,012.90
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

Record of Change Orders

No.	Date	Amount
1	February 14, 2023	\$ 56,925.00
2	November 14, 2023	\$ 328,739.20
3	March 26, 2024	\$ 40,987.10
4	April 9, 2024	\$ 98,666.00
5	November 12, 2024	\$ 31,740.00
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 557,057.30

Contract Time Remaining

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

TOTAL \$9,973,343.10



Project Title: WRA Grimes Connector - Contract 2
Contractor: S. M. Hentges & Sons, Inc.
Address: 650 Quaker Avenue, Jordan, MN 55352
Finance Budget Code: 362-815-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: March 8, 2022 **Vendor #** 4294

Date of Council Meeting: November 12, 2024 **PAYMENT REQUEST #** 18 Retainage
PAYMENT PERIOD: From: July 3, 2024 To: October 31, 2024

Contract Summary

Original Contract Amount: \$9,530,000.00
Net change by Change Orders: \$557,057.30
Contract Amount to Date: (line 1 ± 2) \$10,087,057.30
Total completed and stored to date: \$10,087,057.30
Retainage: 0.00% % of Completed Work: - \$10,087,057.30
Total Earned less Retainage: \$10,046,070.20
Less previous applications for payment: \$10,046,070.20
SUBTOTAL \$40,987.10

OTHER CHARGES (Attach an itemized list) \$0.00

CURRENT PAYMENT DUE \$40,987.10

Balance to finish, including retainage: \$0.00

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: S. M. Hentges & Sons, Inc.
Signature: [Signature] Firm Name: S. M. Hentges & Sons, Inc.
Date: 11.01.2024

Engineer / Consultant Approval: Veenstra & Kimm, Inc.
Signature: [Signature] Firm Name: Veenstra & Kimm, Inc.
Date: 11/1/2024

City of Grimes Staff Approval:
Signature: [Signature] Date: 11/4/24

City of Grimes Council Approval:
Signature: _____ Date: _____

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

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	6" PCC Trail	SY	1,350.00		1,350.00	\$ 75.00	\$ 101,250.00	1,350.00	\$ 101,250.00	-	100.00%
2	48" DI Sanitary Sewer in Open Cut	LF	15,286.00	8.00	15,294.00	\$ 430.00	\$ 6,576,420.00	15,294.00	\$ 6,576,420.00	-	100.00%
3	36" DI Sanitary Sewer in Open Cut	LF	25.00	15.00	40.00	\$ 6,000.00	\$ 240,000.00	40.00	\$ 240,000.00	-	100.00%
4	12" DI Sanitary Sewer in Open Cut	LF	20.00	30.00	50.00	\$ 1,200.00	\$ 60,000.00	50.00	\$ 60,000.00	-	100.00%
5	48" Sanitary Trenchless	LF	410.00		410.00	\$ 1,565.00	\$ 641,650.00	410.00	\$ 641,650.00	-	100.00%
6	Manhole - 96"	EA	2.00		2.00	\$ 45,000.00	\$ 90,000.00	2.00	\$ 90,000.00	-	100.00%
7	Manhole - 72"	EA	43.00		43.00	\$ 30,000.00	\$ 1,290,000.00	43.00	\$ 1,290,000.00	-	100.00%
8	Storm Sewer - 48" RCP	EA	90.00	86.00	176.00	\$ 240.00	\$ 42,240.00	176.00	\$ 42,240.00	-	100.00%
9	Storm Sewer - 36" RCP	EA	20.00	12.00	32.00	\$ 200.00	\$ 6,400.00	32.00	\$ 6,400.00	-	100.00%
10	Storm Sewer - 18" RCP	EA	40.00		40.00	\$ 125.00	\$ 5,000.00	40.00	\$ 5,000.00	-	100.00%
11	Culvert - 48" CMP	LF	40.00	(40.00)	-	\$ 250.00	\$ -	-	\$ -	-	0.00%
12	Storm Sewer - 16" HDPE	LF	18.00	(18.00)	-	\$ 120.00	\$ -	-	\$ -	-	0.00%
13	Concrete Encasement - 48" Pipe	LF	60.00		60.00	\$ 540.00	\$ 32,400.00	60.00	\$ 32,400.00	-	100.00%
14	6" Tile with Sock	LF	5,360.00	110.00	5,470.00	\$ 8.00	\$ 43,760.00	5,470.00	\$ 43,760.00	-	100.00%
15	Steel Sheet piling	SF	1,800.00	1,000.00	2,800.00	\$ 80.00	\$ 224,000.00	2,800.00	\$ 224,000.00	-	100.00%
16	Rip-Rap	TON	1,535.00		1,535.00	\$ 75.00	\$ 115,125.00	1,535.00	\$ 115,125.00	-	100.00%
17	Stabilizing Material	TON	200.00	67.23	267.23	\$ 40.00	\$ 10,689.20	267.23	\$ 10,689.20	-	100.00%
18	Erosion Control	LS	1.00		1.00	\$ 55,000.00	\$ 55,000.00	1.00	\$ 55,000.00	-	100.00%
19	Seeding	ACRE	12.00	11.83	23.83	\$ 2,600.00	\$ 61,958.00	23.83	\$ 61,958.00	-	100.00%
20	Clearing and Grubbing	LS	1.00		1.00	\$ 108,205.00	\$ 108,205.00	1.00	\$ 108,205.00	-	100.00%
21	Traffic Control	LS	1.00		1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	-	100.00%
22	Sanitary Sewer Service Relocation	EA	1.00	3.00	4.00	\$ 5,000.00	\$ 20,000.00	4.00	\$ 20,000.00	-	100.00%
23	Sanitary Sewer Service Pipe	LF	20.00	20.00	40.00	\$ 700.00	\$ 28,000.00	40.00	\$ 28,000.00	-	100.00%
24	Sanitary Sewer Manhole Abandonment	EA	18.00		18.00	\$ 3,000.00	\$ 54,000.00	18.00	\$ 54,000.00	-	100.00%
25	Sanitary Sewer Manhole Abandonment - Plug	EA	3.00		3.00	\$ 850.00	\$ 2,550.00	3.00	\$ 2,550.00	-	100.00%
CHANGE ORDER											
1.1	Field Tile Replacement - 8" & Smaller	LF	759.00	802.00	1,561.00	\$ 75.00	\$ 117,075.00	1,561.00	\$ 117,075.00	-	100.00%
2.1	Seeding Type 1	Acre	-	5.80	5.80	\$ 3,300.00	\$ 19,140.00	5.80	\$ 19,140.00	-	100.00%
3.1	Lower 9 Manholes	LS		1.00	1.00	\$ 40,987.10	\$ 40,987.10	1.00	\$ 40,987.10	-	100.00%
4.1	Pothole Waterford	LS		1.00	1.00	\$ 28,500.00	\$ 28,500.00	1.00	\$ 28,500.00	-	100.00%
4.2	Replace Waterford	LS	-	1.00	1.00	\$ 46,000.00	\$ 46,000.00	1.00	\$ 46,000.00	-	100.00%
4.4	Seeding Type 1	Acre		(3.04)	(3.04)	\$ 3,300.00	\$ (10,032.00)	(3.04)	\$ (10,032.00)	-	100.00%

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
5.1	60" Lined Precast Manhole Sections	EA		4.00	4.00	\$ 7,935.00	\$ 31,740.00	4.00	\$ 31,740.00	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 10,087,057.30

\$ 10,087,057.30

100.00%

Previous Applications for Payment

No.	Date	Amount
1	September 16, 2022	\$ 322,598.34
2	October 17, 2022	\$ 35,134.33
3	Nov 14, 2022	\$ 1,410,519.62
4	DEC 16, 2022	\$ 2,096,792.75
5	January 10, 2023	\$ 1,017,464.75
6	February 17, 2023	\$ 1,400,085.17
7	March 17, 2023	\$ 1,296,023.00
8	April 14, 2023	\$ 1,098,062.07
9	May 15, 2023	\$ 346,588.31
10	June 15, 2023	\$ 246,981.24
11	July 14, 2023	\$ 46,033.91
12	October 10, 2023	\$ 81,517.60
13	November 14, 2023	\$ 189,123.11
14	December 12, 2023	\$ 231,856.00
15	April 23, 2024	\$ 49,550.00
16	July 23, 2024	\$ 105,012.90
17	November 12, 2024	\$ 72,727.10
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL

\$10,046,070.20

Record of Change Orders

No.	Date	Amount
1	February 14, 2023	\$ 56,925.00
2	November 14, 2023	\$ 328,739.20
3	March 26, 2024	\$ 40,987.10
4	April 9, 2024	\$ 98,666.00
5	November 12, 2024	\$ 31,740.00
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 557,057.30Contract Time Remaining

Contract Period: Working Days
Original Contract Date: March 8, 2022
Original Contract Time: _____
Added by Change Order: _____
Contract Time to Date: _____
Time Used to Date: _____
Contract Time Remaining: _____

RESOLUTION 11-1024 APPROVING CHANGE ORDERS

Grimes Resolution No. 11-1024

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

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

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

WHEREAS, the City Engineer has reviewed and approved the attached change orders.

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 November 12, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

CHANGE ORDER FORM



Project Title: WTP to N. James Street Feeder Main
Contractor: McAninch Corporation
Address: 100 E. Grand Avenue, Suite 350, Des Moines, IA 50309
Finance Budget Code: 374-810-6499 **Finance Project #** N/A
Vendor Project or Invoice #: 11413 **PO #** N/A
Original Contract Date: September 26, 2023 **Vendor #** 1747

Change Order Number: 02

Change Order Date: November 12, 2024

Purpose of Change Order:

Adjustment of Project As-built Quantities
- See Attached Justification Breakdown.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Haul Excess Site Dirt to Stockpile Area near WTP / GSR	CY	285.00	\$ 10.00	\$ 2,850.00
2	Consolidation of Remaining Stored Materials	LS	1.00	\$ 531.68	\$ 531.68
3	Adjustment of Project As-built Quantities	LS	1.00	\$ (4,589.05)	\$ (4,589.05)
4					
5					

Change Order Number: 02 makes the following adjustments to the contract: **\$ (1,207.37)**

Contractor Accepted: McAninch Corporation
 Signature: [Signature] Date: 11-1-2024

Engineer Approved: McClure Engineering Company
 Signature: [Signature] Date: 11/1/24

Owner Accepted: City of Grimes, IA ACJ 11/4/24

Signature: _____ Title: _____
 Date: _____

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 1,296,000.00
1	September 10, 2024	\$ 43,974.83
2	November 12, 2024	\$ (1,207.37)
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 1,338,767.46**

Project Change Order Justification Breakdown

For (Contract):	Grimes, IA - WTP to N. James Street Feeder Main		Project Documentation:	Adjustment of Quantities Breakdown
Item	Description	Approved Requested Change Order Value	Comment	
1	Haul Excess Site Dirt to Stockpile Area near WTP / GSR	\$ 2,850.00	\$10 / CY for 285 CY as field measured. Approved by City via email.	
2	Consolidation of Remaining Stored Materials	\$ 531.68	Re-stocking fees to previously stored materials	
3	Adjustment of Project As-built Quantities	\$ (4,589.05)	See attached Adjustment Breakdown.	
	Totals	\$ (1,207.37)		

Adjustment of As-built Project Quantities

For (Contract):		Grimes, IA - WTP to N. James Street Feeder Main				Project Documentation:		Field Observations & Measurements	
A		B	C	D	E	F	G	H	I
Item		Bid Item Quantity	Bid Unit Price	Bid Item Value	Projected Quantity Installed	Projected Value of Work Installed	Difference in Project Quantities (E - B)	Difference in Project Value of Work (F - D)	Comment
Bid Item Number	Description								
2	TRENCH FOUNDATION	50.00 TN	\$ 43.50	\$ 2,175.00	0.00	\$ -	(50.00)	\$ (2,175.00)	Unused quantity
3	REPLACEMENT OF UNSUITABLE BACKFILL MATERIALS	60.00 CY	\$ 2.35	\$ 141.00	0.00	\$ -	(60.00)	\$ (141.00)	Unused quantity
6	WATER MAIN, TRENCHED, DIP, CLASS 52 W/ ZINC COATING, 16 IN.	100.00 LF	\$ 234.40	\$ 23,440.00	200.00	\$ 46,880.00	100.00	\$ 23,440.00	Stub piping at N. James not included in Bid Quantity
12	FITTING, DUCTILE IRON, BEND, 90-DEG, 12 IN.	1.00 EA	\$ 1,583.00	\$ 1,583.00	1.00	\$ 1,583.00	0.00	\$ -	Over paid Item by (1-EA), corrected in Pay Application #4.
16	FITTING, DUCTILE IRON CAP, 24 IN.	1.00 EA	\$ 3,477.50	\$ 3,477.50	0.00	\$ -	(1.00)	\$ (3,477.50)	Hydrant assembly installed instead of cap.
17	FITTING, DUCTILE IRON CAP, 16 IN.	1.00 EA	\$ 1,704.25	\$ 1,704.25	0.00	\$ -	(1.00)	\$ (1,704.25)	Hydrant assembly installed instead of cap.
26	FITTING, DUCTILE IRON, SLEEVE, 24 IN.	1.00 EA	\$ 4,166.00	\$ 4,166.00	0.00	\$ -	(1.00)	\$ (4,166.00)	Not installed by Contractor
27	FITTING, DUCTILE IRON, SLEEVE, 16 IN.	4.00 EA	\$ 2,001.00	\$ 8,004.00	2.00	\$ 4,002.00	(2.00)	\$ (4,002.00)	Not installed by Contractor
28	FITTING, DUCTILE IRON, SLEEVE, 12 IN.	5.00 EA	\$ 1,091.00	\$ 5,455.00	1.00	\$ 1,091.00	(4.00)	\$ (4,364.00)	Not installed by Contractor
32	WATER MAIN REMOVAL	300.00 LF	\$ 35.00	\$ 10,500.00	0.00	\$ -	(300.00)	\$ (10,500.00)	Accepted by Owner for abandon in place.
39	REMOVE HYDRANT ASSEMBLY	1.00 EA	\$ 842.30	\$ 842.30	2.00	\$ 1,684.60	1.00	\$ 842.30	Old WW LS hydrant removed
42	REMOVAL OF SIDEWALK	630.00 SY	\$ 9.80	\$ 6,174.00	639.00	\$ 6,262.20	9.00	\$ 88.20	Quantity as field measured
43	SIDEWALK, PCC, 6 IN.	1,260.00 SY	\$ 70.60	\$ 88,956.00	1,237.00	\$ 87,332.20	(23.00)	\$ (1,623.80)	Quantity as field measured
46	FULL DEPTH PATCHES, PCC, 8IN.	480.00 SY	\$ 96.30	\$ 46,224.00	575.00	\$ 55,372.50	95.00	\$ 9,148.50	Extra removal needed for LSP tie-in, Quantity as field measured
47	PAVEMENT REMOVAL	525.00 SY	\$ 12.40	\$ 6,510.00	575.00	\$ 7,130.00	50.00	\$ 620.00	Pavement removed was equal to replacement
50	HYDRAULIC SEEDING, FERTILIZING, AND MMULCHING FOR HYDRAULIC TYPE 1	2.00 AC	\$ 4,635.00	\$ 9,270.00	2.20	\$ 10,197.00	0.20	\$ 927.00	Quantity as field measured
52	TEMPORARY ROLLED EROSION CONTROL PRODUCTS, TYPE 2.C	15.00 SQ	\$ 30.90	\$ 463.50	30.00	\$ 927.00	15.00	\$ 463.50	Quantity as field measured

Adjustment of As-built Project Quantities

For (Contract):		Grimes, IA - WTP to N. James Street Feeder Main				Project Documentation:		Field Observations & Measurements	
A		B	C	D	E	F	G	H	I
Item		Bid Item Quantity	Bid Unit Price	Bid Item Value	Projected Quantity Installed	Projected Value of Work Installed	Difference in Project Quantities (E - B)	Difference in Project Value of Work (F - D)	Comment
Bid Item Number	Description								
53	WATTLE, 12 IN.	2,000.00 LF	\$ 3.10	\$ 6,200.00	1,625.00	\$ 5,037.50	(375.00)	\$ (1,162.50)	
54	WATTLE, REMOVAL	2,000.00 LF	\$ 0.30	\$ 600.00	1,625.00	\$ 487.50	(375.00)	\$ (112.50)	
55	SILT FENCE/ SILT FENCE DITCH CHECK	560.00 LF	\$ 2.35	\$ 1,316.00	0.00	\$ -	(560.00)	\$ (1,316.00)	Not installed by Contractor
56	SILT FENCE/ SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	560.00 EA	\$ 0.30	\$ 168.00	0.00	\$ -	(560.00)	\$ (168.00)	Not installed by Contractor
57	SILT FENCE/ SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	560.00 LF	\$ 0.10	\$ 56.00	0.00	\$ -	(560.00)	\$ (56.00)	Not installed by Contractor
58	EROSION CONTROL MULCHING, HYDROMULCHING, TYPE 5	2.00 AC	\$ 2,575.00	\$ 5,150.00	0.00	\$ -	(2.00)	\$ (5,150.00)	Not installed by Contractor
	Totals			\$ 232,575.55		\$ 227,986.50		\$ (4,589.05)	

CHANGE ORDER FORM



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: 6

Change Order Date: November 12, 2024

Purpose of Change Order:

This change order balances out the quantities based on actual quantities used in the field for project closeout.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
9	PAVEMENT, PCC, CLASS C, 7IN.	SY	16.76	\$ 105.00	\$ 1,759.80
11	PAVEMENT REMOVAL, 7 IN. PCC	SY	16.76	\$ 20.00	\$ 335.20
14	CONVENTIONAL SEEDING, FERTILIZING & MULCHING TYPE 2 (PERMANENT COOL SEASON MIXTURE)	ACRE	(11.60)	\$ 1,800.00	\$ (20,880.00)
16	FILTER SOCK, 12 IN., INSTALLATION	LF	950.00	\$ 2.00	\$ 1,900.00
17	FILTER SOCK, 12 IN., REMOVAL	LF	950.00	\$ 0.25	\$ 237.50
18	SILT FENCE, INSTALLATION	LF	(3,321.00)	\$ 2.00	\$ (6,642.00)
19	SILT FENCE, REMOVAL OF SEDIMENT	LF	(5,395.00)	\$ 0.40	\$ (2,158.00)
20	SILT FENCE, REMOVAL OF DEVICE	LF	(3,321.00)	\$ 0.20	\$ (664.20)
21	EROSION CONTROL, MULCHING, HYDROMULCHING	ACRE	(13.10)	\$ 2,000.00	\$ (26,200.00)
CO3.2	FIELD DRAIN TILE	LF	(133.00)	\$ 50.00	\$ (6,650.00)

Change Order Number: 6 makes the following adjustments to the contract: \$ (58,961.70)

Contractor Accepted: S.M. Hentges & Sons, Inc.
Signature: Firm Name
Date: 10.25.2024

Engineer Approved: City of Grimes
Signature: Firm Name
Date: 10/25/24

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
3	April 9, 2024	\$ 37,733.28
4	May 14, 2024	\$ 6,673.97
5	June 25, 2024	\$ 67,760.00
6	November 12, 2024	\$ (58,961.70)
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount \$ 1,953,810.37

CITY OF
GRIMES

Page 168 of 301

CHANGE ORDER FORM



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: 5

Change Order Date: November 12, 2024

Purpose of Change Order:

Addition to Change Order No. 3 for lowering of manholes located on the Bohrofen property south of Hwy 44. Manholes 80 thru 84 were not able to be adjusted using the fiberglass repair method per Change Order No. 3 due to their shallow depth not allowing 2' to be adjusted. Precast 60" barrel sections were needed to lower these castings 2' below final grade and includes lining the precast sections. Change Order No. 5 adds the additional costs per manhole to the previously approved fiberglass repairs in Change Order No. 3.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	60" Lined Precast Manhole Sections	EA	4.00	\$ 7,935.00	\$ 31,740.00
2					\$ -
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -

Change Order Number: 5 makes the following adjustments to the contract: \$ 31,740.00

Contractor Accepted: S. M. Hentges & Sons, Inc.

Signature: Firm Name: S. M. Hentges & Sons, Inc. Date: 11.01.2024

Engineer Approved: Veenstra & Kimm, Inc

Signature: Firm Name: Veenstra & Kimm, Inc. Date: 11/1/2024

Owner Accepted: City of Grimes ACJ 11/4/24

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 18, 2024	\$ 40,987.10
4	April 9, 2024	\$ 98,666.00
5	November 12, 2024	\$ 31,740.00
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount \$ 10,087,057.30

CHANGE ORDER FORM



Project Title: Grimes Public Library
Contractor: Corell Contractors Inc.
Address: P.O. Box 65430 West Des Moines, IA 50265
Finance Budget Code: 350-410-6499 **Finance Project #** 0
Vendor Project or Invoice #: **PO #** 0
Original Contract Date: December 17, 2021 **Vendor #** 0

Change Order Number: 3

Change Order Date: November 12, 2024

Purpose of Change Order:

CE 071: Adjustments to the Bio-swale: Backcharges for Miner & Bishop

Needed to account for grading adjustments to adjust bio-swale slope

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1					
2	CE 071 (PCO 080) Bioswale Adjustments	LS	1.00	\$ (13,921.25)	\$ (13,921.25)
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -

Change Order Number: 3 makes the following adjustments to the contract: \$ (13,921.25)

Contractor Accepted: Corell Contractors Inc.

Daniel B. Smith Firm Name
Signature Date 10/30/2024

Engineer Approved: INVISION Architecture

[Signature] Firm Name
Signature Date 10.28.24

Owner Accepted: City of Grimes ACJ 11/4/24

Signature Title

Date

Attest for Owner:

Signature Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 438,000.00
1	January 19, 2023	\$ 2,344.00
2	January 23, 2024	\$ 27,831.80
3	November 12, 2024	\$ (13,921.25)
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount \$ 454,254.55



THE WEITZ COMPANY, LLC
611 5th Avenue Suite 300
Des Moines, Iowa 50309
Phone: (515) 246-4700
Fax: (515) 246-4799

Project: X237400 - GRIMES PUBLIC LIBRARY
200 NE BEAVERBROOKE BLVD
GRIMES, Iowa 50111

Prime Contract Potential Change Order #080: CE #071 - Bioswale Adjustments

TO:	CITY OF GRIMES 110 NORTH HARVEY GRIMES Iowa, 50111	FROM:	WEITZ COMPANY-IOWA, THE 611 5TH AVE SUITE 300 DES MOINES Iowa, 50309
PCO NUMBER/REVISION:	080 / 0	CONTRACT:	1 - Dummy Prime Contract - PCCOs for Prime Changes
REQUEST RECEIVED FROM:		CREATED BY:	Stephanie Morrison (WEITZ COMPANY-IOWA, THE)
STATUS:	Pending - In Review	CREATED DATE:	10/26 /2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		REVISED SUBSTANTIAL COMPLETION DATE:	
		TOTAL AMOUNT:	\$4,478.75

POTENTIAL CHANGE ORDER TITLE: CE #071 - Bioswale Adjustments

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #071 - Bioswale Adjustments

Determined side slopes at the bio-swale were steeper than anticipated and there was concern the rock would sluff down the slope over time. Met with Bishop on site to review and discuss options. The group had met previously to discuss the dirt grade not being installed per plan. It was agreed that this could be addressed by additional rock to get the needed elevations for flow. With the rock in place to address the elevation concern, it was noted that the side slopes were too steep. The rock was placed leaving an approximately 4ft wide open area at the bottom, as noted in the site plans. The slopes angled from that point up to the back of curb but some areas ended up too steep. Bishop noted it would be acceptable to narrow the 4ft wide opening at the bottom to 2-3ft wide to achieve a more reasonable slope on the sides. Contractors would like to get reimbursed for the additional rock created by the "wedge" when the gap is narrowed. The balance of the additional rock to address the elevation issues were handled by Corell at a cost of approximately \$14K. The cost change being requested is \$5,600 to account for 35T of additional rock to be placed at \$160/T.

11/29/23 - On site review with primes and Bishop.

12/21/23: Email to Corell & Miner to provide documentation.

1/1/24: Requested documentation again from Corell & notified them of b/c for Bishop cost to confirm grades at the bio-swale.

1/4/24: Corell confirmed b/c for Bishop cost is acceptable.

1/5/24: Corell response pushing back on the \$14K additional rock costs being theirs to absorb. Need to review/discuss as this contradicts what was communicated previously.

1/7/24 & 1/15/24: Emails to Corell

3/4/24: Spoke with Dan Shell at Corell. He will call Matt Miner to discuss.

3/26/24: Email to Dan & Matt requesting an update.

8/6/24: Email to Dan & Matt requesting an update.

8/9/24: Corell response noting he was expecting Miner to review/reconsider their change request and confirm their position.

8/14/24: Weitz email to Corell & Miner noting Miner confirmed his position that he is still requesting the original change request. Weitz proposed settlement of \$18,400 to Miner, with \$12,800 of that being a b/c to Corell and \$5,600 (15T) being a CO to the City.

9/6/24: Corell confirmed they will accept the (\$12,800) backcharge from Miner + (\$1,121.25) b/c for Bishop to confirm grade.

ATTACHMENTS:



#	SubJob	Cost Code	Description	Type	Amount
1	GRIMES LIB PRIME CONTRACT VOL.	00-003100.2500 - BP #01 - Corell Contractors	B/C for Grade Confirmation at Bio-swale	Commitment	(\$1,121.25)
2	GRIMES LIB PRIME CONTRACT VOL.	00-003250.2500 - BP #14 - Miner Hardscape	Bioswale Adjustments for Corell	Commitment	\$ 12,800.00
3	GRIMES LIB PRIME CONTRACT VOL.	00-003100.2500 - BP #01 - Corell Contractors	B/C for Bioswale Adjustments	Commitment	(\$12,800.00)
4	GRIMES LIB PRIME CONTRACT VOL.	00-003250.2500 - BP #14 - Miner Hardscape	Wedge of Rock at Bioswale	Commitment	\$ 5,600.00
Subtotal:					\$4,478.75
Grand Total:					\$4,478.75

Authorization: The undersigned hereby directs the Contractor, to proceed as denoted above in the performance of the change at the amount and terms stated above. It is understood that the work described in this change proposal shall be incorporated, uncontested, in to the next formal Change Order.

Evan Shaw (INVISION ARCHITECTURE)

CITY OF GRIMES
110 NORTH HARVEY
GRIMES Iowa 50111

WEITZ COMPANY-IOWA, THE
611 5TH AVE SUITE 300
DES MOINES Iowa 50309

Stephanie Morrison

10/26/2024

SIGNATUREDATESIGNATUREDATESIGNATUREDATE

Stephanie Morrison

From: Stephanie Morrison
Sent: Wednesday, August 14, 2024 4:20 PM
To: Dan Shell; Matt Miner
Cc: Doug Reeves
Subject: RE: GPL - Bio-swale Follow-up

Hi Dan & Matt,

Sending this email to keep us all up-to-date on the bio-swale topic so we can hopefully come to a resolution soon. Matt and I spoke on Monday and Matt confirmed that his change order request still stands at the 115T in order for him to recoup the cost he incurred: 115T @ \$160 = \$18,400.

My proposed settlement stands at what it was back in December:

- Request a CO for the “wedge” of material for the slope adjustments: 35T @ \$160 = \$5,600. It doesn't really matter to me if this is a CO to Miner or a CO to Corell. At this point I'd suggest we process as a CO to Miner since they performed the work and then this value comes off the \$18,400. I will need an email or some sort of paperwork Matt requesting the \$5,600 cost so I can attempt to get it processed. This is quite frustrating and a much harder conversation to have now that another 8mo have passed. The City and Invision have been good to work with on this project and seem motivated to get things closed out, so I'm hopeful I can get them to agree to a CO on this, in an effort to get both of your prime contracts closed.
- That leaves a balance of \$12,800 owed to Miner which would be back-charged to Corell, resulting in a net zero CO to the City.

Additionally:

- Bishop survey costs of \$1,121.25 to be b/c to Corell. This was emailed to Dan and agreed to on 1/4/24.
- Miner communicated cost to replant trees in the basin at \$900 (6@\$150). My recommendation is Miner withdraw this change request as a good faith effort to close out the contracts.

Please review and let me know if this proposed settlement is acceptable and I will push to have the associated change orders processed at an upcoming council meeting. Please provide a response no later than noon this Friday, August 16, 2024. If this proposed settlement is not acceptable then both parties will need to actively engage in a timely negotiation so we can determine what is acceptable in order to get the prime contracts closed out.

Thanks,
Steph

STEPHANIE MORRISON

Senior Project Manager

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

📞 515.246.4709 📠 515.201.3766 ✉ stephanie.morrison@weitz.com



From: Dan Shell <dshell@corellcontractorinc.com>
Sent: Friday, August 9, 2024 6:05 PM
To: Stephanie Morrison <Stephanie.Morrison@weitz.com>
Cc: Doug Reeves <Doug.Reeves@weitz.com>; Matt Miner <minerhardscape@gmail.com>
Subject: RE: GPL - Bio-swale Follow-up

Good Afternoon Stephanie,

Thank you for the message. I would like to get this closed out as well and get our final payment for the project etc. Matt and I spoke a while back and my recollection of the discussion is I asked Matt to review his pricing and quantities for the additional rock, Matt agreed to do that, think about his price request and discuss with Weitz. I have not heard or followed up since that discussion. I am open to sitting down or having a group call or whatever we need to do to move the ball forward on this topic. Please let me know everyone else's thoughts and ideas on resolution.

Thank You,
Dan Shell



Dan Shell
Senior Project Manager/GPS Division Manager

Corell Contractor, Inc.
1300 Lincoln Street, P.O. Box 65430
West Des Moines, IA 50265

515-221-9669 Office Phone
515-208-0977 Cellular Phone
515-221-9778 Fax

www.corellcontractor.com
dshell@corellcontractorinc.com

From: Stephanie Morrison <Stephanie.Morrison@weitz.com>
Sent: Tuesday, August 6, 2024 4:11 PM
To: Dan Shell <dshell@corellcontractorinc.com>
Cc: Doug Reeves <Doug.Reeves@weitz.com>; Matt Miner <minerhardscape@gmail.com>
Subject: RE: GPL - Bio-swale Follow-up
Importance: High

Hi Dan & Matt,
Can we please come to resolution on the bio-swale? I haven't received a response from either of you on this topic (email from late March below). I'd like to get both of your prime contracts on a council agenda for final acceptance, which will allow for your retainage to be processed....but I can't do that until the bio-swale cost issue is resolved. PLEASE discuss and communicate back to me so we can move forward with closing out your contracts. I'm happy to set up a group call if that is helpful.
Thanks,
Steph

STEPHANIE MORRISON
Senior Project Manager



From: Stephanie Morrison
Sent: Tuesday, March 26, 2024 10:37 PM
To: dshell@corellcontractorinc.com
Cc: Doug Reeves <Doug.Reeves@weitz.com>; Matt Miner <minerhardscape@gmail.com>
Subject: GPL - Bio-swale Follow-up
Importance: High

Hi Dan,
Coming out of our call on 3/4/24 you were going to follow up with Matt Miner regarding the bio-swale rework costs. I haven't seen any communication from you or Matt. Please confirm status so we can get the prime contracts financially closed out on GPL.
Thanks,
Steph

mSTEPHANIE MORRISON
Senior Project Manager



Stephanie Morrison

From: Stephanie Morrison
Sent: Thursday, December 21, 2023 10:21 AM
To: dshell@corellcontractorinc.com; Matt Miner
Cc: Doug Reeves; Emily Ford
Subject: GPL - Bio-swale Rock Cost

Hi Dan & Matt,

I don't believe I've received any follow-up documentation related to the additional rock at the bio-swale since our on-site meeting. I've added a placeholder for this in the cost log, as per our discussion on site we were going to request that the additional cost to fill the "wedge" with rock be covered by the City. Blurb below is the narrative I have in the change event at this time. I had a preliminary conversation with Invision regarding this soon after our on-site meeting and Evan seemed to understand our position. I'm not sure how Bishop will respond.

Determined side slopes at the bio-swale were steeper than anticipated and there was concern the rock would sluff down the slope over time. Met with Bishop on site to review and discuss options. The group had met previously to discuss the dirt grade not being installed per plan. It was agreed that this could be addressed by additional rock to get the needed elevations for flow. With the rock in place to address the elevation concern, it was noted that the side slopes were too steep. The rock was placed leaving an approximately 4ft wide open area at the bottom, as noted in the site plans. The slopes angled from that point up to the back of curb but some areas ended up too steep. Bishop noted it would be acceptable to narrow the 4ft wide opening at the bottom to 2-3ft wide to achieve a more reasonable slope on the sides. Contractors would like to get reimbursed for the additional rock created by the "wedge" when the gap is narrowed. The balance of the additional rock to address the elevation issues were handled by Corell at a cost of approximately \$14K. The cost change being requested is \$5,600 to account for 35T of additional rock to be placed at \$160/T.

I need documentation from you Dan requesting this additional rock cost. Otherwise please confirm you will work out the other costs with Matt direct. Matt had previously communicated a cost of \$900 for tree adjustments and \$160/T for the rock and placement. I'm not sure what tonnage Matt ended up at but it was noted at our on-site meeting that it would be 115T or so. Matt – please confirm the tonnage so Dan can get you paid if you haven't already worked that out.

Thanks,
Steph

STEPHANIE MORRISON

Senior Project Manager

611 5th Avenue, Suite 300, Des Moines, IA 50309
o 515.246.4709 c 515.201.3766 e stephanie.morrison@weitz.com



CHANGE ORDER FORM



Project Title: Grimes Public Library
Contractor: Forman Ford Glass Company
Address: 50 Forest Avenue, Suite 101 Des Moines, IA 50314
Finance Budget Code: 350-410-6499 **Finance Project #** 0
Vendor Project or Invoice #: **PO #** 0
Original Contract Date: December 17, 2021 **Vendor #** 0

Change Order Number: 2

Change Order Date: November 12, 2024

Purpose of Change Order:

CE 060 - Field Work Order for cutting down of panels and additional caulking needed for metal panel installation

Additional work needed to field adjust panels due to roof and floor not being level.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1					
2	PCO 079 - CE 060 FWO Final Negotiation	LS	1.00	\$ 10,564.77	\$ 10,564.77
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -

Change Order Number: 2 makes the following adjustments to the contract: **\$ 10,564.77**

Contractor Accepted: Forman Ford Glass Company

Signature: [Signature] Firm Name: Forman Ford Glass Company
 Date: October 31, 2024

Engineer Approved: INVISION Architecture

Signature: [Signature] Firm Name: INVISION Architecture
 Date: 10.28.24

Owner Accepted: City of Grimes ACJ 11/4/24

Signature: _____ Title: _____
 Date: _____

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 844,487.00
1	September 14, 2022	\$ 3,575.00
2	November 12, 2024	\$ 10,564.77
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 858,626.77**



PCO #079

THE WEITZ COMPANY, LLC
611 5th Avenue Suite 300
Des Moines, Iowa 50309
Phone: (515) 246-4700
Fax: (515) 246-4799

Project: X237400 - GRIMES PUBLIC LIBRARY
200 NE BEAVERBROOKE BLVD
GRIMES, Iowa 50111

Prime Contract Potential Change Order #079: CE #060 - Forman Ford Notice - Caulking, Cutting Metal Panels

TO:	CITY OF GRIMES 110 NORTH HARVEY GRIMES Iowa, 50111	FROM:	WEITZ COMPANY-IOWA, THE 611 5TH AVE SUITE 300 DES MOINES Iowa, 50309
PCO NUMBER/REVISION:	079 / 0	CONTRACT:	1 - Dummy Prime Contract - PCCOs for Prime Changes
REQUEST RECEIVED FROM:		CREATED BY:	Stephanie Morrison (WEITZ COMPANY-IOWA, THE)
STATUS:	Pending - In Review	CREATED DATE:	10/25 /2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		REVISED SUBSTANTIAL COMPLETION DATE:	
		TOTAL AMOUNT:	\$10,564.77

POTENTIAL CHANGE ORDER TITLE: CE #060 - Forman Ford Notice - Caulking, Cutting Metal Panels

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #060 - Forman Ford Notice - Caulking, Cutting Metal Panels

Placeholder for outcome of Forman Ford Notice of impact due to installation of metal panel skin. Several meetings were held with Forman Ford, PCI, Invision and Weitz to review and talk through options to minimize any impact due to tolerances with the metal panel system. End result was to track any perceived impact to Forman Ford on field work order tickets, so true impact could be determined to bring this issue to resolution.

10/25/23: Weitz has copies of FWO tickets. Forman Ford has not submitted associated cost yet.

11/28/23: Status hasn't changed. No actual cost proposal submitted by Forman Ford.

1/1/24: Status hasn't changed. Weitz to follow-up with Forman Ford and confirm if this change item is relevant.

4/5/24: Spoke with Ed Boyle at FF. Told him I would share the cost summary I prepared based on the FWO's turned in as FF has yet to submit a cost.

4/10/24: Shared my FWO cost summary with Ed.

5/1/24: Email to Ed with revised cost summary based on design team feedback.

5/7/24: FF response to my FWO summary.

7/12/24: Email to FF with response to their FWO change request. Item acceptable for approval is \$10,564.77 for cutting down panels and larger caulk joints. Balance of items are denied. Requested acknowledgement of summary.

8/6/24: Requested acknowledgement again.

10/16/24: Informed FF that the \$10,564.77 CO request will be submitted for approval to close out the last pending cost item on their prime contract.

ATTACHMENTS:

#	SubJob	Cost Code	Description	Type	Amount
1	GRIMES LIB PRIME CONTRACT VOL.	08-000840.2500 - BP #07 - Forman Ford	FWO Final Negotiation	Commitment	\$ 10,564.77
Subtotal:					\$10,564.77
Grand Total:					\$10,564.77



Page 179 of 301

CE 060
FFO # 079
FF CO 2

Stephanie Morrison

From: Stephanie Morrison
Sent: Wednesday, October 16, 2024 4:01 PM
To: Ed Boyle
Cc: Andy Bates
Subject: RE: GPL - Forman Ford Pending Change Requests

Hi Ed,

I have not received a response regarding the pending cost items on GPL. We must move forward with closing out the project so a CO for \$10,564.77, as proposed below, will be processed at the 11/12/24 council meeting. This will financially close out the Forman Ford contract which was the only item holding up final acceptance of the contract. I will confirm with the City of Grimes if final acceptance can be achieved at the 11/12/24 council meeting as well. Retainage can be paid once a 30 day waiting period passes after final acceptance, assuming no claims have been filed.

Thanks,
Steph

STEPHANIE MORRISON

Senior Project Manager

611 5th Avenue, Suite 300, Des Moines, IA 50309
o 515.246.4709 c 515.201.3766 e stephanie.morrison@weitz.com



From: Stephanie Morrison
Sent: Tuesday, August 6, 2024 8:16 AM
To: Ed Boyle <Ed.Boyle@forman-ford.com>
Cc: Andy Bates <Andy.Bates@weitz.com>
Subject: RE: GPL - Forman Ford Pending Change Requests
Importance: High

Hi Ed,

Checking back as I haven't seen a response regarding the below email to close out the pending change items on GPL. Please respond back today so I can get the necessary paperwork prepared ahead of the next council meeting.

Thanks,
Steph

STEPHANIE MORRISON

Senior Project Manager

611 5th Avenue, Suite 300, Des Moines, IA 50309
o 515.246.4709 c 515.201.3766 e stephanie.morrison@weitz.com



From: Stephanie Morrison
Sent: Friday, July 12, 2024 10:02 AM
To: Ed Boyle <Ed.Boyle@forman-ford.com>

Sent again 10/1/16 noting we are proceeding w/CO.

Stephanie Morrison

From: Stephanie Morrison
Sent: Tuesday, August 6, 2024 8:16 AM
To: Ed Boyle
Cc: Andy Bates
Subject: RE: GPL - Forman Ford Pending Change Requests

CE 060

Importance: High

Hi Ed,
Checking back as I haven't seen a response regarding the below email to close out the pending change items on GPL. Please respond back today so I can get the necessary paperwork prepared ahead of the next council meeting.
Thanks,
Steph

STEPHANIE MORRISON

Senior Project Manager

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

☎ 515.246.4709 📠 515.201.3766 ✉ stephanie.morrison@weitz.com



From: Stephanie Morrison
Sent: Friday, July 12, 2024 10:02 AM
To: Ed Boyle <Ed.Boyle@forman-ford.com>
Cc: Andy Bates <Andy.Bates@weitz.com>
Subject: RE: GPL - Forman Ford Pending Change Requests

Hi Ed,
I have reviewed your change requests and shared and received feedback from Invision and the City of Grimes. Status of each is noted below.

\$10,564.77 Change Request for cutting down metal panels and larger caulk joints. - Approved

The team is agreeable to processing this change request at an upcoming council meeting as the concerns regarding the metal panel installation were brought up early which resulted in multiple meetings and discussions to mitigate the risk to all parties.

\$4,171.59 Change Request for Caulking Metal to Brick – Denied

This request continues to be denied as caulking of your work to surrounding materials was included in the bid package scope.

\$1,428.17 Change Request for Sill at Interior Sliding Doors – Denied

This request is denied as it took more than 7 months for the cost to be submitted. The Weitz team has been unable to locate the email you reference.

\$19,550.18 Change Request for RFI 167 – Denied

This request is denied as RFI 167 is the result on an on-site meeting with Forman Ford to work through coordination details at the soffit. The team left that on-site meeting feeling the resulting modifications not only addressed the

clearance issues but also aided Forman Ford in the installation of the panels. At no time during the on-site meeting or within a reasonable timeframe after the on-site meeting did Forman Ford communicate a cost impact. This change request was received more than 7 months after the panels were installed.

I would like to get a final change order processed as these pending change items are the only thing holding up final acceptance of the Forman Ford prime contract. Obtaining final acceptance starts the timeline for retainage to be processed. Please acknowledge agreement with processing a change order for \$10,564.77 to finalize the pending change requests so we can move forward with final acceptance of the Forman Ford prime contract.

Thanks,
Steph

STEPHANIE MORRISON

Senior Project Manager

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

o 515.246.4709 c 515.201.3766 e stephanie.morrison@weitz.com



From: Ed Boyle <Ed.Boyle@forman-ford.com>

Sent: Tuesday, May 7, 2024 11:41 PM

To: Stephanie Morrison <Stephanie.Morrison@weitz.com>

Cc: Andy Bates <Andy.Bates@weitz.com>

Subject: RE: GPL - CE 060 - Potential Claim related to Metal Panel Installation

Stephanie,

Good afternoon.

Following is FormanFord's response to your email for your review and our discussion. In summary, I have updated your summary to include Work Order 1120 dated August 1, 2023 as well as the cost of the labor, equipment, and materials.

As substantiation of the material increase I have attached the Dowsil Sealant Usage Estimator.

FF FWO#	DATE	DESCRIPTION OF WORK	MHS	LABOR \$	E
187	27-Jun-23	Caulk sill joints under the CW frames	19.5	\$ 1,560.00	
188	10-Jul-23	Caulk sill at frame interior	8	\$ 640.00	
1120	1-Aug-23	Cut down panels under windows	19.2	\$ 1,536.00	\$
1123	17-Aug-23	Caulk joints under EW frames north	9.5	\$ 760.00	
1122	18-Aug-23	Cut down panels, N. soffit and under windows at 2/F	9	\$ 720.00	\$
750	30-Aug-23	Cut down panels @ South Soffit	10	\$ 800.00	\$
				\$ 6,016.00	\$

With respect to FF FWO #s 0193, 0194, and 0195, we acknowledge your position (Weitz email September 15, 2023); however, we argue that our scope of work was impacted by the lack of coordination between Graphite and Forest despite FF proactively raising the matter before the first brick was installed. FF is seeking compensation only for the additional labor and materials resulting from the negligence of others.

GPL - Forman Ford Claim
CE 060
6/17/2024 Updated summary below to reflect FF cost submitted 5/7/2024 & added potential settlement approach

FF FWO #	Date	Description of Work	MHS	Labor Cost (\$80/mh)	Equipment Cost	Material Impact	Potential B/C?	Notes	Steph's Recommendation
FF Claim									
0184	5/31/2023	Field verify panels	7			N		Forman Ford responsibility, not legit request.	
0186	5/26/2023	Layout for panel joints, to determine if cuts needed for height & width	17			N		Forman Ford responsibility, not legit request.	
0191	6/19/2024	Panel alignment verification	28			N		Forman Ford responsibility, not legit request.	
0187	6/27/2023	Caulk sill joints under the CW frames	19.5	\$1,560.00		\$1,369.37	Graphite		
0188	7/10/2023	Caulk sills of frames interior	8	\$640.00		\$542.04	Graphite		
1120	8/1/2023	Cut down panels under windows	19.2	\$1,536.00	\$945.60		Graphite	Weitz didn't receive a copy of this FWO in the field.	
1123	8/17/2023	Caulk joints under E-W frames north	9.5	\$760.00		\$756.01	Graphite		
1122	8/18/2023	Cut down panels, N. soffit & under windows at 2nd Flr,	9	\$720.00	\$443.25	N	Graphite		
0750	8/30/2023	Cut down panels, S. soffit	10	\$800.00	\$492.50	N	Graphite		
									We've known for some time that FF had impact with the metal panel installation & agreed to track T&M the time associated with larger caulk jts & cutting down panels on the N&S elevations. It is beyond frustrating that FF 7mo to present the cost after the metal panel installation was complete, but I feel the impact is legitamite and recommend processing a CO. This is also an "in good faith" gesture on the City's part to aid in closing out the prime contract.
		Caulking							
0195	9/19/2023	Caulk metal to brick	6	\$480.00	\$394.00	\$190.19		Forman Ford responsibility, not legit request. FF disagrees.	
0194	9/20/2023	Caulk metal to brick	14	\$1,120.00	\$394.00	\$228.23		Forman Ford responsibility, not legit request. FF disagrees.	
0193	9/21/2023	Caulk metal to brick	10	\$800.00	\$394.00	\$171.17		Forman Ford responsibility, not legit request. FF disagrees.	
									I feel this request should continue to be denied as this caulk joint was always part of their workscope.
		Sliding Doors at Story Time Room							Not part of CE 060: Assuming this is interior sliding doors at Storytime. FF 9/27/23 email with photographs
1138	9/25/2023	Build containment sill for sliding door due to concrete 5/8" out of level from N-S.	4	\$320.00		\$1,108.17	Graphite		
									I feel this request should be denied. Our team can't locate the email referenced. FF took too long to submit the associated cost for the City to be able to b/c another prime contractor.
									I feel this request should be denied due to FF taking so long to submit this change request. The modifications made in RFI 167 were agreed to at an on-site meeting in which FF was a part of. At no time was cost impact communciated. The team felt the modifications made in this RFI were to solve clearance issues but also benefitted FF in the installation.

Stephanie Morrison

From: Ed Boyle <Ed.Boyle@forman-ford.com>
Sent: Tuesday, May 7, 2024 11:41 PM
To: Stephanie Morrison
Cc: Andy Bates
Subject: RE: GPL - CE 060 - Potential Claim related to Metal Panel Installation
Attachments: image007.emz; image010.emz; image012.emz; CO FBP.pdf

Stephanie,

Good afternoon.

Following is FormanFord's response to your email for your review and our discussion. In summary, I have updated your summary to include Work Order 1120 dated August 1, 2023 as well as the cost of the labor, equipment, and materials. As substantiation of the material increase I have attached the Dowsil Sealant Usage Estimator.

FF FWO#	DATE	DESCRIPTION OF WORK	MHS	LABOR \$	EQUIP	MAT. IMPACT	NOTES
187	27-Jun-23	Caulk sill joints under the CW frames	19.5	\$ 1,560.00		\$ 1,369.37	
188	10-Jul-23	Caulk sill at frame interior	8	\$ 640.00		\$ 542.04	
* 1120	1-Aug-23	Cut down panels under windows	19.2	\$ 1,536.00	\$ 945.60	\$ -	Weitz didn't receive copy of this FWO
1123	17-Aug-23	Caulk joints under EW frames north	9.5	\$ 760.00		\$ 756.01	
1122	18-Aug-23	Cut down panels, N. soffit and under windows at 2/F	9	\$ 720.00	\$ 443.25	\$ -	
750	30-Aug-23	Cut down panels @ South Soffit	10	\$ 800.00	\$ 492.50	\$ -	
				\$ 6,016.00	\$ 1,881.35	\$ 2,667.41	\$ 10,564.76

With respect to FF FWO #s 0193, 0194, and 0195, we acknowledge your position (Weitz email September 15, 2023); however, we argue that our scope of work was impacted by the lack of coordination between Graphite and Forest despite FF proactively raising the matter before the first brick was installed. FF is seeking compensation only for the additional labor and materials resulting from the negligence of others.

FF FWO#	DATE	DESCRIPTION OF WORK	MHS	LABOR \$	EQUIP	MAT. IMPACT	NOTES
195	19-Sep-23	Caulk metal to brick	8	\$ 480.00	\$ 394.00	\$ 190.19	FF Email with photographs dated September 27, 2023 to WEITZ
194	20-Sep-23	Caulk metal to brick	14	\$ 1,120.00	\$ 394.00	\$ 228.23	FF Email with photographs dated September 27, 2023 to WEITZ
193	21-Sep-23	Caulk metal to brick	10	\$ 800.00	\$ 394.00	\$ 171.17	FF Email with photographs dated September 27, 2023 to WEITZ
				\$ 2,400.00	\$ 1,182.00	\$ 589.59	\$ 4,171.59

FF FWO # 1138 refers to additional Work performed by FF necessitated by deficiencies in the slab which prevented the installation of the Entrance Doors. As I wasn't involved in the day-to-day operations of the project I don't understand the relevance of your reference to CE060. I have itemized the costs incurred below. Please let me know if they should be dealt with separately.

FF FWO#	DATE	DESCRIPTION OF WORK	MHS	LABOR \$	EQUIP	MAT. IMPACT	NOTES
1138	25-Sep-23	Build containment sill for sliding door due to concrete 5/8" out of level N/S	4	\$ 320.00	\$ -	\$ 1,108.17	FF Email with photographs dated September 27, 2023 to WEITZ
				\$ 320.00	\$ -	\$ 1,108.17	\$ 1,428.17

In reviewing the file it appears as though the costs associated with RFI 167 were never captured. Please advise if you believe I'm wrong. The additional work included modification of the Millenium panel and the introduction of a breakmetal cap. I have attached to this email the sketch prepared by Invision, our updated shop drawing, and documents substantiating the cost of the materials.

FF FWO#	DATE	DESCRIPTION OF WORK	MHS	LABOR \$	EQUIP	MAT. IMPACT	NOTES
RFI 167		Add metal flashing per INVISION Sketch and RFI 167	40	\$ 3,200.00	\$ 1,970.00	\$ 14,380.18	
				\$ 3,200.00	\$ 1,970.00	\$ 14,380.18	\$ 19,550.18

Flashing was added w/ RFI 126 + then modified w/ RFI 167, cost not submitted until 5/7/24

Please let me know if you have any questions, or if further substantiation is required.

Whilst notice of the potential costs was provided in a timely manner, we apologize for failing to finalize the cost of the additional scope in a timely manner.

Best regards,

Edward M. Boyle, III
Executive Vice President

4200 C Street SW
Cedar Rapids, IA 52404
O: +1 (319) 396-1234 Extension 6742
M: +1 (319) 893-2944
E: ED.BOYLE@FORMAN-FORD.COM
W: WWW.FORMANFORD.COM



This email (and any attachments thereto) is intended only for the use by the addressee(s) named herein and may contain confidential information. If you are not the intended recipient of this email, you are hereby notified that any dissemination, distribution or copying of this email (and any attachments thereto) is strictly prohibited. If you receive this email in error, please immediately notify me at ed.boyle@formanford.com and permanently delete the original email (and any copy of any email) and any printout thereof.

From: Stephanie Morrison <Stephanie.Morrison@weitz.com>
Sent: Wednesday, May 1, 2024 4:00 PM
To: Ed Boyle <Ed.Boyle@forman-ford.com>
Cc: Andy Bates <Andy.Bates@weitz.com>
Subject: RE: GPL - CE 060 - Potential Claim related to Metal Panel Installation

Hi Ed,

I received feedback from Invision on the summary I put together on the field work orders. I've adjusted the summary accordingly by eliminating the hours associated with alignment verification. The revised impact now sits at \$5,480. I have yet to receive a change request from you on this topic. Please review the FWO assessment and confirm if it is acceptable to process a CO for \$5,480 to close out this item. A response by May 7, 2024 is requested and appreciated.

Thanks,
Steph

STEPHANIE MORRISON
Senior Project Manager
611 3rd Avenue, Suite 300, Des Moines, IA 50309
o 515.246.1709 c 515.201.3766 e stephanie.morrison@weitz.com



From: Stephanie Morrison
Sent: Wednesday, April 10, 2024 12:38 PM
To: Ed Boyle <Ed.Boyle@forman-ford.com>
Cc: Andy Bates <Andy.Bates@weitz.com>
Subject: GPL - CE 060 - Potential Claim related to Metal Panel Installation

Hi Ed,
Following up on our conversation from last Friday. Attached is a pdf of the summary I referenced during our call. This summary captures the FWO tickets that were turned in to Weitz last summer & fall. I added notes to each FWO and assigned a hourly rate and lump sum material cost to try and capture the potential impact of the applicable FWO's. Forman Ford has yet to submit a cost request related to the metal panel installation although the install was completed in September 2023 (over 6 months ago). Forman Ford voiced concern of potential impact in the spring/summer of 2023 so it is frustrating that Forman Ford has failed to timely submit documentation. The project achieved substantial completion in December of 2023 and the library opened to the public in January. I will reach out to Invision and the City of Grimes on this issue but considering the significant amount of time that has passed, this issue may be deemed closed.
Thanks,
Steph

STEPHANIE MORRISON
Senior Project Manager

611 5th Avenue, Suite 300, Des Moines, IA 50309
o 515 246,4709 c 515 201,3766 e stephanie.morrison@weitz.com



AIA[®] Document G731[™] – 2019

Change Order, Construction Manager as Adviser Edition

PROJECT: (name and address)
X237400 Grimes Public Library

200 NE Beaverbrooke Blvd
Grimes, IA 50111

OWNER: (name and address)

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

CONTRACTOR: (name and address)

Graphite Construction Group, Inc
1955 NE 58th Avenue, Suite 100
Des Moines, IA 50313

CONTRACT INFORMATION:
Contract For: BP #2 - General
Construction

Date: December 17, 2021

ARCHITECT: (name and address)

InVision Architecture, LTD
501 Sycamore Street #101
Waterloo, IA 50701

CHANGE ORDER INFORMATION:

Change Order Number: 012

Date: October 31, 2024

CONSTRUCTION MANAGER: (name and address)

The Weitz Company, LLC
611 5th Ave, Suite 300
Des Moines, IA 50309

THE CONTRACT IS CHANGED AS FOLLOWS:

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

10/31/24: Settlement conference - Resolution of (\$81,000) back-charge for impact to the City for schedule delay and circulation desk quality issues.

The original Contract Sum was	\$	2,665,000.00
Net change by previously authorized Change Orders	\$	76,550.38
The Contract Sum prior to this Change Order was	\$	2,741,550.38
The Contract Sum will be increased by this Change Order in the amount of	\$	-81,000.00
The new Contract Sum including this Change Order will be	\$	2,660,550.38

The Contract Time will be unchanged by Zero (0) days.

The Contractor's Work shall be substantially complete on July 14, 2023.

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

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

InVision Architecture, LTD

ARCHITECT (Firm name)

SIGNATURE

Evan Shaw

PRINTED NAME AND TITLE

10.31.24

DATE:

Graphite Construction Group, Inc.

CONTRACTOR (Firm name)

SIGNATURE

Joe Haug

PRINTED NAME AND TITLE

DATE:

The Weitz Company, LLC

CONSTRUCTION MANAGER (Firm name)

SIGNATURE

Stephanie Morrison, Senior Project Manager ACJ 11/4/24

PRINTED NAME AND TITLE

11/1/2024

DATE:

City of Grimes

OWNER (Firm name)

SIGNATURE

Scott Mikkelsen

PRINTED NAME AND TITLE

DATE:



THE WEITZ COMPANY, LLC
611 5th Avenue Suite 300
Des Moines, Iowa 50309
Phone: (515) 246-4700
Fax: (515) 246-4799

Project: X237400 - GRIMES PUBLIC LIBRARY
200 NE BEAVERBROOKE BLVD
GRIMES, Iowa 50111

Prime Contract Potential Change Order #029: CE #024 - Schedule Delay - Final Settlement with Graphite

TO:	CITY OF GRIMES 110 NORTH HARVEY GRIMES Iowa, 50111	FROM:	WEITZ COMPANY-IOWA, THE 611 5TH AVE SUITE 300 DES MOINES Iowa, 50309
PCO NUMBER/REVISION:	029 / 0	CONTRACT:	1 - Dummy Prime Contract - PCCOs for Prime Changes
REQUEST RECEIVED FROM:		CREATED BY:	Stephanie Morrison (WEITZ COMPANY-IOWA, THE)
STATUS:	Pending - In Review	CREATED DATE:	9/2 /2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		REVISED SUBSTANTIAL COMPLETION DATE:	
		TOTAL AMOUNT:	(\$70,600.76)

POTENTIAL CHANGE ORDER TITLE: CE #024 - Schedule Delay - Final Settlement with Graphite

CHANGE REASON: Backcharge

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #024 - Schedule Delay - Impact to Primes

Early build phase (foundations through steel erection and SOG) resulted in 9 weeks of schedule delay and burden to others. This change event captures the impact to the prime contractors.

Graphite: (\$116,859.52)

- (\$75,600) Daily Liquidated Damages of \$1,200 per day for 63 days for work not complete by the substantial completion date
- (\$15,750) Daily Liquidated Damages of \$250 per day for 63 days for work not complete by the final completion date
- (\$6,493.20) Additional Burden Plumbing Underground Rough-In (AMC Mechanical)
- (\$3,906.04) Additional Burden Electrical Underground Rough-In (Van Maanen Electric)
- (\$6,615) Design Team review for foundations construction errors (Invision)
- (\$8,495.28) Testing Company SOD core testing/review (Allender Butzke)

Numerous quality issues with foundation walls and anchor bolt placement.
Concerns with how the SOD was poured resulted in additional Quality Control being needed.

Summarized back-charge amount for the 9-week delay & burden to others. Comes to approx. \$116K back-charge to Graphite. Requested direction from City/Christensen Development on how they would like this handled.

10/31/24: Settlement Conference with City of Grimes/Weitz/Graphite and legal counsel. Final agreement is a b/c of (\$81,000) for impact to City of Grimes for schedule delay and circulation desks.

ATTACHMENTS:

#	SubJob	Cost Code	Description	Type	Amount
1	GRIMES LIB PRIME CONTRACT VOL.	03-000300.2500 - BP #02 - Graphite Group	Final settlement for Schedule Delay & Circulation Desks	Commitment	(\$81,000.00)
2	GRIMES LIB PRIME CONTRACT VOL.	00-002200.2500 - BP #11 - AMC Mechanical	Mechanical Underground RI - burden	Commitment	\$ 6,493.20



3	GRIMES LIB PRIME CONTRACT VOL.	00-002600.2500 - BP #12 - Van Maanan Electric	Electrical Underground RI - burden	Commitment	\$ 3,906.04
					Subtotal: (\$70,600.76)
					Grand Total: (\$70,600.76)

Authorization: The undersigned hereby directs the Contractor, to proceed as denoted above in the performance of the change at the amount and terms stated above. It is understood that the work described in this change proposal shall be incorporated, uncontested, in to the next formal Change Order.

Evan Shaw (INVISION ARCHITECTURE)

CITY OF GRIMES
110 NORTH HARVEY
GRIMES Iowa 50111

WEITZ COMPANY-IOWA, THE

611 5TH AVE SUITE 300
DES MOINES Iowa 50309

SIGNATURE

DATE

SIGNATURE

DATE



10/31/2024

SIGNATURE

DATE

Stephanie Morrison

From: Russell Carew <rcarew@graphitegrp.com>
Sent: Thursday, October 31, 2024 9:46 AM
To: Sean M. O'Brien; Ken Munro
Cc: Jake Anderson; Stephanie Morrison; Barnes Kelley
Subject: Re: Settlement Conference

Confirmed. Thanks, everyone. This is pretty painless.



RUSS CAREW | [PRESIDENT](#)

Office (515) 278-9446 | Cell (515) 202-4711
1955 NE 58th Ave, Suite 100, Des Moines, IA 50313
rcarew@GraphiteGRP.com



From: Sean M. O'Brien <sobrien@dickinsonbradshaw.com>
Sent: Thursday, October 31, 2024 9:43 AM
To: Ken Munro <ken.munro@munrolawoffice.com>
Cc: Russell Carew <rcarew@graphitegrp.com>; Jake Anderson <janderson@grimesiowa.gov>; Stephanie Morrison <Stephanie.Morrison@weitz.com>; Barnes.Kelley@weitz.com <Barnes.Kelley@weitz.com>
Subject: Settlement Conference

Ken,

I write to confirm the City and Graphite reached a resolution of the outstanding delay and circulation desk issues at the settlement conference this morning. The parties agree to a deductive change order in the amount of \$81,000. If you would confirm, I will have Weitz send the change order directly to Graphite for execution.

Sean M. O'Brien
Attorney at Law



801 Grand Avenue, Ste. 3700
Des Moines, Iowa 50309-8004
(515) 246-5894
sobrien@dickinsonbradshaw.com



This email has been scanned for email related threats and delivered safely by Mimecast.

CHANGE ORDER FORM



Project Title: Grimes Public Library
Contractor: Miner Hardscapes
Address: P.O. Box 517 Granger, IA 50109
Finance Budget Code: 350-410-6499 **Finance Project #** 0
Vendor Project or Invoice #: **PO #** 0
Original Contract Date: December 17, 2021 **Vendor #** 0

Change Order Number: 2

Change Order Date: November 12, 2024

Purpose of Change Order:

CE 071: Adjustments to landscaping rock in the Bioswale, total of 115T. 80T is a back-charge to Corell. 35T accounts for changes in the design/slope of the rock.

Needed to account for additional rock to adjust bio-swale slope

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1					
2	CE 071 (PCO 080): Adjustments in Bioswale	LS	1.00	\$ 18,400.00	\$ 18,400.00
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -

Change Order Number: 2 makes the following adjustments to the contract: **\$ 18,400.00**

Contractor Accepted: Miner Hardscapes

Firm Name

Signature [Signature]

Date 10/31/24

Engineer Approved: INVISION Architecture

Firm Name

Signature [Signature]

Date 10.28.24

Owner Accepted: City of Grimes ACJ 11/4/24

Signature

Title

Date

Attest for Owner:

Signature

Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 149,970.00
1	January 23, 2024	\$ 5,000.00
2	November 12, 2024	\$ 18,400.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 173,370.00**



THE WEITZ COMPANY, LLC
611 5th Avenue Suite 300
Des Moines, Iowa 50309
Phone: (515) 246-4700
Fax: (515) 246-4799

Project: X237400 - GRIMES PUBLIC LIBRARY
200 NE BEAVERBROOKE BLVD
GRIMES, Iowa 50111

Prime Contract Potential Change Order #080: CE #071 - Bioswale Adjustments

TO:	CITY OF GRIMES 110 NORTH HARVEY GRIMES Iowa, 50111	FROM:	WEITZ COMPANY-IOWA, THE 611 5TH AVE SUITE 300 DES MOINES Iowa, 50309
PCO NUMBER/REVISION:	080 / 0	CONTRACT:	1 - Dummy Prime Contract - PCCOs for Prime Changes
REQUEST RECEIVED FROM:		CREATED BY:	Stephanie Morrison (WEITZ COMPANY-IOWA, THE)
STATUS:	Pending - In Review	CREATED DATE:	10/26 /2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		REVISED SUBSTANTIAL COMPLETION DATE:	
		TOTAL AMOUNT:	\$4,478.75

POTENTIAL CHANGE ORDER TITLE: CE #071 - Bioswale Adjustments

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #071 - Bioswale Adjustments

Determined side slopes at the bio-swale were steeper than anticipated and there was concern the rock would sluff down the slope over time. Met with Bishop on site to review and discuss options. The group had met previously to discuss the dirt grade not being installed per plan. It was agreed that this could be addressed by additional rock to get the needed elevations for flow. With the rock in place to address the elevation concern, it was noted that the side slopes were too steep. The rock was placed leaving an approximately 4ft wide open area at the bottom, as noted in the site plans. The slopes angled from that point up to the back of curb but some areas ended up too steep. Bishop noted it would be acceptable to narrow the 4ft wide opening at the bottom to 2-3ft wide to achieve a more reasonable slope on the sides. Contractors would like to get reimbursed for the additional rock created by the "wedge" when the gap is narrowed. The balance of the additional rock to address the elevation issues were handled by Corell at a cost of approximately \$14K. The cost change being requested is \$5,600 to account for 35T of additional rock to be placed at \$160/T.

11/29/23 - On site review with primes and Bishop.

12/21/23: Email to Corell & Miner to provide documentation.

1/1/24: Requested documentation again from Corell & notified them of b/c for Bishop cost to confirm grades at the bio-swale.

1/4/24: Corell confirmed b/c for Bishop cost is acceptable.

1/5/24: Corell response pushing back on the \$14K additional rock costs being theirs to absorb. Need to review/discuss as this contradicts what was communicated previously.

1/7/24 & 1/15/24: Emails to Corell

3/4/24: Spoke with Dan Shell at Corell. He will call Matt Miner to discuss.

3/26/24: Email to Dan & Matt requesting an update.

8/6/24: Email to Dan & Matt requesting an update.

8/9/24: Corell response noting he was expecting Miner to review/reconsider their change request and confirm their position.

8/14/24: Weitz email to Corell & Miner noting Miner confirmed his position that he is still requesting the original change request. Weitz proposed settlement of \$18,400 to Miner, with \$12,800 of that being a b/c to Corell and \$5,600 (15T) being a CO to the City.

9/6/24: Corell confirmed they will accept the (\$12,800) backcharge from Miner + (\$1,121.25) b/c for Bishop to confirm grade.

ATTACHMENTS:



#	SubJob	Cost Code	Description	Type	Amount
1	GRIMES LIB PRIME CONTRACT VOL.	00-003100.2500 - BP #01 - Corell Contractors	B/C for Grade Confirmation at Bio-swale	Commitment	(\$1,121.25)
2	GRIMES LIB PRIME CONTRACT VOL.	00-003250.2500 - BP #14 - Miner Hardscape	Bioswale Adjustments for Corell	Commitment	\$ 12,800.00
3	GRIMES LIB PRIME CONTRACT VOL.	00-003100.2500 - BP #01 - Corell Contractors	B/C for Bioswale Adjustments	Commitment	(\$12,800.00)
4	GRIMES LIB PRIME CONTRACT VOL.	00-003250.2500 - BP #14 - Miner Hardscape	Wedge of Rock at Bioswale	Commitment	\$ 5,600.00
Subtotal:					\$4,478.75
Grand Total:					\$4,478.75

Authorization: The undersigned hereby directs the Contractor, to proceed as denoted above in the performance of the change at the amount and terms stated above. It is understood that the work described in this change proposal shall be incorporated, uncontested, in to the next formal Change Order.

Evan Shaw (INVISION ARCHITECTURE)

CITY OF GRIMES

WEITZ COMPANY-IOWA, THE

110 NORTH HARVEY

611 5TH AVE SUITE 300

GRIMES Iowa 50111

DES MOINES Iowa 50309

Stephanie Morrison

10/26/2024

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

Stephanie Morrison

From: Stephanie Morrison
Sent: Wednesday, August 14, 2024 4:20 PM
To: Dan Shell; Matt Miner
Cc: Doug Reeves
Subject: RE: GPL - Bio-swale Follow-up

Hi Dan & Matt,

Sending this email to keep us all up-to-date on the bio-swale topic so we can hopefully come to a resolution soon. Matt and I spoke on Monday and Matt confirmed that his change order request still stands at the 115T in order for him to recoup the cost he incurred: 115T @ \$160 = \$18,400.

My proposed settlement stands at what it was back in December:

- Request a CO for the “wedge” of material for the slope adjustments: 35T @ \$160 = \$5,600. It doesn't really matter to me if this is a CO to Miner or a CO to Corell. At this point I'd suggest we process as a CO to Miner since they performed the work and then this value comes off the \$18,400. I will need an email or some sort of paperwork Matt requesting the \$5,600 cost so I can attempt to get it processed. This is quite frustrating and a much harder conversation to have now that another 8mo have passed. The City and Invision have been good to work with on this project and seem motivated to get things closed out, so I'm hopeful I can get them to agree to a CO on this, in an effort to get both of your prime contracts closed.
- That leaves a balance of \$12,800 owed to Miner which would be back-charged to Corell, resulting in a net zero CO to the City.

Additionally:

- Bishop survey costs of \$1,121.25 to be b/c to Corell. This was emailed to Dan and agreed to on 1/4/24.
- Miner communicated cost to replant trees in the basin at \$900 (6@\$150). My recommendation is Miner withdraw this change request as a good faith effort to close out the contracts.

Please review and let me know if this proposed settlement is acceptable and I will push to have the associated change orders processed at an upcoming council meeting. Please provide a response no later than noon this Friday, August 16, 2024. If this proposed settlement is not acceptable then both parties will need to actively engage in a timely negotiation so we can determine what is acceptable in order to get the prime contracts closed out.

Thanks,
Steph

STEPHANIE MORRISON

Senior Project Manager

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

📞 515.246.4709 📠 515.201.3766 ✉ stephanie.morrison@weitz.com



From: Dan Shell <dshell@corellcontractorinc.com>
Sent: Friday, August 9, 2024 6:05 PM
To: Stephanie Morrison <Stephanie.Morrison@weitz.com>
Cc: Doug Reeves <Doug.Reeves@weitz.com>; Matt Miner <minerhardscape@gmail.com>
Subject: RE: GPL - Bio-swale Follow-up

Good Afternoon Stephanie,

Thank you for the message. I would like to get this closed out as well and get our final payment for the project etc. Matt and I spoke a while back and my recollection of the discussion is I asked Matt to review his pricing and quantities for the additional rock, Matt agreed to do that, think about his price request and discuss with Weitz. I have not heard or followed up since that discussion. I am open to sitting down or having a group call or whatever we need to do to move the ball forward on this topic. Please let me know everyone else's thoughts and ideas on resolution.

Thank You,
Dan Shell



Dan Shell
Senior Project Manager/GPS Division Manager

Corell Contractor, Inc.
1300 Lincoln Street, P.O. Box 65430
West Des Moines, IA 50265

515-221-9669 Office Phone
515-208-0977 Cellular Phone
515-221-9778 Fax

www.corellcontractor.com
dshell@corellcontractorinc.com

From: Stephanie Morrison <Stephanie.Morrison@weitz.com>
Sent: Tuesday, August 6, 2024 4:11 PM
To: Dan Shell <dshell@corellcontractorinc.com>
Cc: Doug Reeves <Doug.Reeves@weitz.com>; Matt Miner <minerhardscape@gmail.com>
Subject: RE: GPL - Bio-swale Follow-up
Importance: High

Hi Dan & Matt,
Can we please come to resolution on the bio-swale? I haven't received a response from either of you on this topic (email from late March below). I'd like to get both of your prime contracts on a council agenda for final acceptance, which will allow for your retainage to be processed....but I can't do that until the bio-swale cost issue is resolved. PLEASE discuss and communicate back to me so we can move forward with closing out your contracts. I'm happy to set up a group call if that is helpful.
Thanks,
Steph

STEPHANIE MORRISON
Senior Project Manager



From: Stephanie Morrison
Sent: Tuesday, March 26, 2024 10:37 PM
To: dshell@corellcontractorinc.com
Cc: Doug Reeves <Doug.Reeves@weitz.com>; Matt Miner <minerhardscape@gmail.com>
Subject: GPL - Bio-swale Follow-up
Importance: High

Hi Dan,
Coming out of our call on 3/4/24 you were going to follow up with Matt Miner regarding the bio-swale rework costs. I haven't seen any communication from you or Matt. Please confirm status so we can get the prime contracts financially closed out on GPL.
Thanks,
Steph

mSTEPHANIE MORRISON
Senior Project Manager



Stephanie Morrison

From: Stephanie Morrison
Sent: Thursday, December 21, 2023 10:21 AM
To: dshell@corellcontractorinc.com; Matt Miner
Cc: Doug Reeves; Emily Ford
Subject: GPL - Bio-swale Rock Cost

Hi Dan & Matt,

I don't believe I've received any follow-up documentation related to the additional rock at the bio-swale since our on-site meeting. I've added a placeholder for this in the cost log, as per our discussion on site we were going to request that the additional cost to fill the "wedge" with rock be covered by the City. Blurb below is the narrative I have in the change event at this time. I had a preliminary conversation with Invision regarding this soon after our on-site meeting and Evan seemed to understand our position. I'm not sure how Bishop will respond.

Determined side slopes at the bio-swale were steeper than anticipated and there was concern the rock would sluff down the slope over time. Met with Bishop on site to review and discuss options. The group had met previously to discuss the dirt grade not being installed per plan. It was agreed that this could be addressed by additional rock to get the needed elevations for flow. With the rock in place to address the elevation concern, it was noted that the side slopes were too steep. The rock was placed leaving an approximately 4ft wide open area at the bottom, as noted in the site plans. The slopes angled from that point up to the back of curb but some areas ended up too steep. Bishop noted it would be acceptable to narrow the 4ft wide opening at the bottom to 2-3ft wide to achieve a more reasonable slope on the sides. Contractors would like to get reimbursed for the additional rock created by the "wedge" when the gap is narrowed. The balance of the additional rock to address the elevation issues were handled by Corell at a cost of approximately \$14K. The cost change being requested is \$5,600 to account for 35T of additional rock to be placed at \$160/T.

I need documentation from you Dan requesting this additional rock cost. Otherwise please confirm you will work out the other costs with Matt direct. Matt had previously communicated a cost of \$900 for tree adjustments and \$160/T for the rock and placement. I'm not sure what tonnage Matt ended up at but it was noted at our on-site meeting that it would be 115T or so. Matt – please confirm the tonnage so Dan can get you paid if you haven't already worked that out.

Thanks,
Steph

STEPHANIE MORRISON

Senior Project Manager

611 5th Avenue, Suite 300, Des Moines, IA 50309
o 515.246.4709 c 515.201.3766 e stephanie.morrison@weitz.com



CHANGE ORDER FORM



Project Title: Grimes Public Safety Center
Contractor: Sandstone Management, Ltd
Address: 20 Vine Street, PO BOX 547, Carlisle, IA 50047
Finance Budget Code: 378-150-6499 **Finance Project #** 0
Vendor Project or Invoice #: X242400 **PO #** 0
Original Contract Date: June 25, 2024 **Vendor #** 4819

Change Order Number: 1

Change Order Date: November 12, 2024

Purpose of Change Order:

PCO 006 (Change Event 009): New Water Valve.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	PCO 006 - Add Water Valve		1.00	\$ 6,062.10	\$ 6,062.10
2					\$ -
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -

Change Order Number: 1 makes the following adjustments to the contract: **\$ 6,062.10**

Contractor Accepted: Sandstone Management, Ltd

Firm Name
 Signature [Signature] Date 11-1-2024

Engineer Approved: SVPA Architects

Firm Name
 Signature [Signature] Date 11/04/2024

Owner Accepted: City of Grimes ACJ 11/4/24

Signature _____ Title _____
 Date _____

Attest for Owner:

Signature _____ Title _____
 Date _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 574,266.00
1	November 12, 2024	\$ 6,062.10
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 580,328.10**



PCO #006

THE WEITZ COMPANY, LLC
611 5th Avenue Suite 300
Des Moines, Iowa 50309
Phone: (515) 246-4700
Fax: (515) 246-4799

Project: X242400 - GRIMES FIRE STATION
2001 SW 6th St.
GRIMES, Iowa 50111

Prime Contract Potential Change Order #006: CE #009 - New Water Valve

TO:	CITY OF GRIMES 110 NORTH HARVEY GRIMES Iowa, 50111	FROM:	WEITZ COMPANY-IOWA, THE 611 5TH AVE SUITE 300 DES MOINES Iowa, 50309
PCO NUMBER/REVISION:	006 / 0	CONTRACT:	1 - Dummy Prime Contract - PCCO's for Prime Changes
REQUEST RECEIVED FROM:		CREATED BY:	Stephanie Morrison (WEITZ COMPANY-IOWA, THE)
STATUS:	Pending - In Review	CREATED DATE:	10/29 /2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		REVISED SUBSTANTIAL COMPLETION DATE:	
		TOTAL AMOUNT:	\$6,062.10

POTENTIAL CHANGE ORDER TITLE: CE #009 - New Water Valve

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #009 - Water Valve

City inspector was out to look at the water connection at the relocated blow-off hydrant. Sandstone anticipated relocating the existing blow-off hydrant and valve but that would leave the City no way to shut off the water main north of the road. The City anticipated only the hydrant would move and the existing valve would stay in place. Sandstone interpreted the note to mean the blow-off assembly (including valve) would be relocated. Sandstone will leave the existing valve but feel they should be compensated for installing a new valve where the hydrant is relocated.

10/25/24: Sandstone: \$6,062.10

See attached photo of the existing water main connection. The existing hydrant does not have a holding spool or a 6" valve. The previous contractor put in an 8" valve and then reduced down to 6" and stuck a hydrant directly on the end of the 6" pipe. The on site inspector is requiring the ex. 8" valve to remain in place (not reflected on the plans), and to add a new 6" valve and holding spool to the ex. hydrant. Per the plans we would have bid for the removal of the entire ex. hydrant assembly (included valve) and relocating the entire ex. hydrant assembly (including valve). We are also having to lower the existing main/connection in order for the elevations to work properly with our proposed elevations. Being the existing connection has to be lowered, we will need to remove and reset the ex. 45 degree bend (shown in photo). We will also have to add a valve nut extension and valve box assembly extension to the ex. 8" gate valve too. Pricing is attached for your reference.

10/25/24: Change request communicated to design team (CDA/SVPA).

10/29/24: CDA response that additional costs are justified due to the unforeseen condition.

ATTACHMENTS:

[RE Grimes Public Safety Center Existing Water Connections.msg](#) [_IMG_4414.jpg](#) [_C.O \(EX. WATER ITEMS\) GRIMES PUBLIC SAFETY CENTER #06-11-24.pdf](#)

#	SubJob	Cost Code	Description	Type	Amount
1	GRIMES FIRE STATION PRIME VOL	00-000310.2500 - BP #01 - Sandstone	Add Water Valve	Commitment	\$ 6,062.10
Subtotal:					\$6,062.10
Grand Total:					\$6,062.10



Authorization: The undersigned hereby directs the Contractor, to proceed as denoted above in the performance of the change at the amount and terms stated above. It is understood that the work described in this change proposal shall be incorporated, uncontested, in to the next formal Change Order.

Casey White (SVPA ARCHITECTS INC)

CITY OF GRIMES

WEITZ COMPANY-IOWA, THE

110 NORTH HARVEY
GRIMES Iowa 50111

611 5TH AVE SUITE 300
DES MOINES Iowa 50309


SIGNATURE DATE 10.31.24

SIGNATURE DATE


SIGNATURE DATE 10/29/24



MAILING ADDRESS: P.O. BOX 547 CARLISLE, IA 50047
 OFFICE ADDRESS: 20 VINE ST. CARLISLE, IA 50047
 PH: (515)-989-0557 FAX: (515)-989-4447

PROJECT: GRIMES PUBLIC SAFETY CENTER (EX. WATER)

CIVIL ENGINEER:

PLAN DATE:

ADDENDUMS:

ESTIMATOR: BRANDON VAN VLEET

CONTACT INFORMATION:

BRANDON@SANDSTONEMGMT.COM

515-210-8386

	<u>DESCRIPTION OF WORK:</u>	LFT	LGTH	WDTH	DPTH	CYD	SFT	UNITS	TON	\$ LFT	\$CYD	\$SFT	\$ UNITS	\$ TON	TOTAL
						0.0	0.0		0.00						\$0.00
1	8" STARGRIP RETAINER GLAND (EX. 45 DEGREE BEND NEEDS RESET)							2.00					\$60.00		\$120.00
2	THRUST BLOCK W/ REBAR TIE BACK (EX. 45 DEGREE BEND NEEDS RESET)							1.00					\$250.00		\$250.00
3	8" VALVE NUT EXTENSION (EX. 8" GATE VALVE)							1.00					\$250.00		\$250.00
4	VALVE BOX ASSEMBLY (EX. 8" GATE VALVE)							1.00					\$300.00		\$300.00
5	6" GATE VALVE (HYDRANT RELOCATION)							1.00					\$1,000.00		\$1,000.00
6	VALVE BOX ASSEMBLY (HYDRANT RELOCATION)							1.00					\$300.00		\$300.00
7	ANCHOR COUPLING (HYDRANT RELOCATION)							1.00					\$250.00		\$250.00
8	6" STARGRIP RETAINER GLAND (6" GATE VALVE)							2.00					\$40.00		\$80.00
9	ADDITIONAL LABOR TO CUT & RE-INSTALL EX. 45 DEGREE BEND AND VALVE/NUT EXTENSION							2.00					\$550.00		\$1,100.00
10	ADDITIONAL LABOR TO INSTALL ANCHOR COUPLING & VALVE FOR EX. HYDRANT RELOCATION							2.00					\$550.00		\$1,100.00
11	ADDITIONAL LABOR TO BACKFILL AROUND ADDED FITTINGS AND EX. WATER CONNECTION REVISIONS							2.00					\$350.00		\$700.00
12	PERFORMANCE & PAYMENT BOND							1.00					\$61.00		\$61.00
13	10% OH & P							0.10					\$5,511.00		\$551.10
															\$6,062.10

Stephanie Morrison

From: Keith Weggen <KeithW@cda-eng.com>
Sent: Friday, October 25, 2024 3:34 PM
To: Jack Harris; Roger Silver
Cc: Mike Farnsworth; Stephanie Morrison; c-white@svpa-architects.com
Subject: RE: Grimes Public Safety Center Existing Water Connections

Jack,

With the unforeseen circumstances surrounding the existing pipe, CDA believes the additional costs are justified.

Keith Weggen, ASLA | *principal, project manager*

CIVIL DESIGN ADVANTAGE

4121 NW Urbandale Drive | Urbandale, Iowa 50322

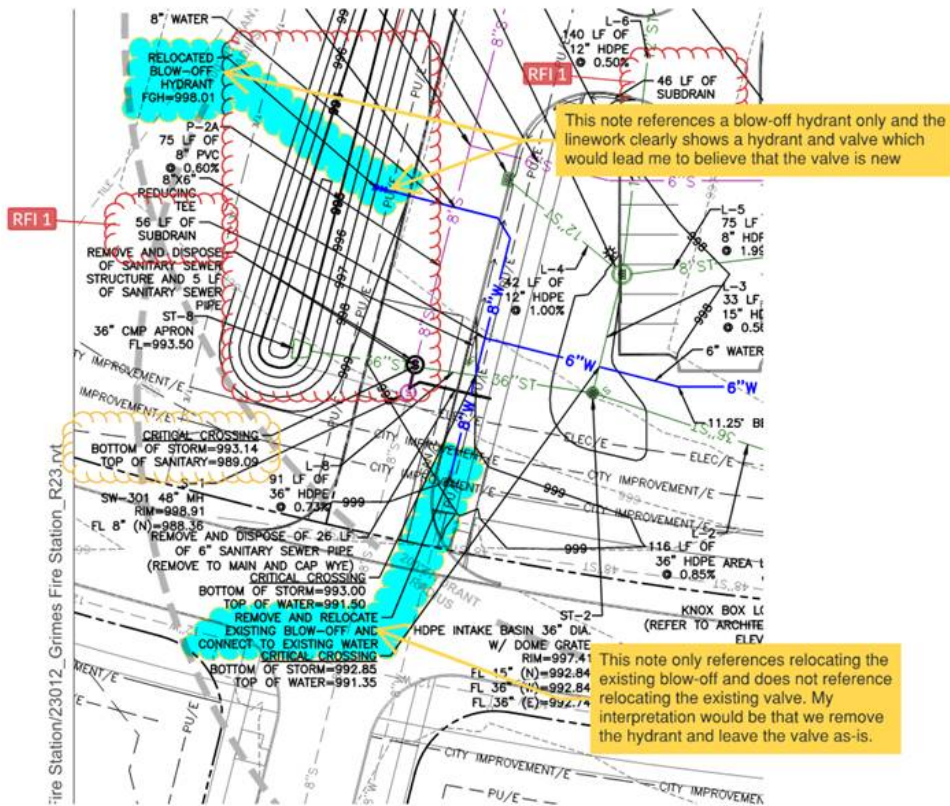
o 515.369.4400 | c 515.313.5445

KeithW@CDA-eng.com | www.CDA-eng.com

From: Jack Harris <Jack.Harris@weitz.com>
Sent: Friday, October 25, 2024 12:17 PM
To: Roger Silver <rsilver@thinkconfluence.com>; Keith Weggen <KeithW@cda-eng.com>
Cc: Mike Farnsworth <Mike.Farnsworth@weitz.com>; Stephanie Morrison <Stephanie.Morrison@weitz.com>; c-white@svpa-architects.com
Subject: Grimes Public Safety Center Existing Water Connections

Roger and Keith,

Hello, during an inspection that came up this week at the hydrant in the West basin, the City of Grimes brought up to Sandstone's pipe foreman that the city anticipated that only the hydrant in the West basin would move and the valve would stay in place. Sandstone's foreman interpreted the note within the civil drawings to mean the entire assembly for the blow-off. When Sandstone exposed the existing pipe, it was configured in an unexpected what which caused additional rework to properly tie onto the pipe. What are your thoughts on this and the validity of the cost provided by Sandstone?



Thanks,
Jack

JACK HARRIS

Project Engineer I

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

c 515.985.9505 e jack.harris@weitz.com

-



This email is intended to be a privileged or confidential communication. If you have received it by mistake, then distributing or copying it is prohibited and you are required to delete it and notify the sender. Email sent to or from sender may be retained by sender.

From: Ryan Fish <ryan@sandstonemgmt.com>

Sent: Tuesday, October 22, 2024 11:15 AM

To: Jack Harris <jack.harris@weitz.com>; Mike Farnsworth <Mike.Farnsworth@weitz.com>

Subject: Existing water connection revisions

Jack and Mike,

See attached photo of the existing water main connection. The existing hydrant does not have a holding spool or a 6" valve. The previous contractor put in an 8" valve and then reduced down to 6" and stuck a hydrant directly on the end of the 6" pipe. The on site inspector is requiring the ex. 8" valve to remain in place (not reflected on the plans), and to add a new 6" valve and holding spool to the ex. hydrant. Per the plans we would have bid for the removal of the entire ex. hydrant assembly (included valve) and relocating the entire ex. hydrant assembly (including valve). We are also having to lower the existing main/connection in order for the elevations to work properly with our proposed elevations. Being the existing connection has to be lowered, we will need to remove and reset the ex. 45 degree bend (shown in photo). We will also have to add a valve nut extension and valve box assembly extension to the ex. 8" gate valve too. Pricing is attached for your reference.

--

Thank you,
Ryan



"We Build Our Foundations on Integrity"

Ryan Fish
Estimator/Project Manager
Sandstone Management Ltd.
WWW.SANDSTONEMGMT.COM
ryan@sandstonemgmt.com
Cell-(515) 689-3631
Office-(515)-989-0557
Fax-(515)-989-4447

CHANGE ORDER FORM



Project Title: Grimes Public Safety Center
Contractor: Renda Electric
Address: 1305 SW 37th St., Grimes, IA 50111
Finance Budget Code: 378-150-6499 **Finance Project #** 0
Vendor Project or Invoice #: X242400 **PO #** 0
Original Contract Date: June 25, 2024 **Vendor #** 4802

Change Order Number: 2

Change Order Date: November 12, 2024

Purpose of Change Order:

PCO 003 (Change Event 005): PR 4 Structured Cabling.
PCO 004 (Change Event 006): ASI 1 Receptacle Changes.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	PCO 003 - PR4 - Panduit		1.00	\$ 3,157.00	\$ 3,157.00
2	PCO 004 - ASI 001 Disconnect switches		1.00	\$ 623.10	\$ 623.10
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -

Change Order Number: 1 makes the following adjustments to the contract:

\$ 3,780.10

Contractor Accepted: Renda Electric

[Signature] Firm Name
Signature Date 10/31/2024

Engineer Approved: SVPA Architects

[Signature] Firm Name
Signature Date 11/04/2024

Owner Accepted: City of Grimes ACJ 11/4/24

Signature Title

Date

Attest for Owner:

Signature Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 893,910.00
1	August 27, 2024	\$ 18,818.00
2	November 12, 2024	\$ 3,780.10
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 916,508.10**



PCO #003

THE WEITZ COMPANY, LLC
611 5th Avenue Suite 300
Des Moines, Iowa 50309
Phone: (515) 246-4700
Fax: (515) 246-4799

Project: X242400 - GRIMES FIRE STATION
2001 SW 6th St.
GRIMES, Iowa 50111

Prime Contract Potential Change Order #003: CE #005 - PR 4 Structured Cabling to be Panduit

TO:	CITY OF GRIMES 110 NORTH HARVEY GRIMES Iowa, 50111	FROM:	WEITZ COMPANY-IOWA, THE 611 5TH AVE SUITE 300 DES MOINES Iowa, 50309
PCO NUMBER/REVISION:	003 / 0	CONTRACT:	1 - Dummy Prime Contract - PCCO's for Prime Changes
REQUEST RECEIVED FROM:		CREATED BY:	Stephanie Morrison (WEITZ COMPANY-IOWA, THE)
STATUS:	Pending - In Review	CREATED DATE:	9/30 /2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		REVISED SUBSTANTIAL COMPLETION DATE:	
		TOTAL AMOUNT:	\$3,157.00

POTENTIAL CHANGE ORDER TITLE: CE #005 - PR 4 Structured Cabling to be Panduit

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #005 - PR 4 Structured Cabling to be Panduit

PR 4 dated 8/15/24 was issued to identify the data cabling on the project to be Panduit.

Renda Electric: \$3,157 (Renda CR #2)

Material cost to change to Panduit for data cabling ilo CommScope.

ATTACHMENTS:

[Change order for PR-4 Grimes Public Safety.pdf](#) [2024.08.15 Grimes Public Safety Center PR 004 Panduit Data Cabling.pdf](#)

#	SubJob	Cost Code	Description	Type	Amount
1	GRIMES FIRE STATION PRIME VOL	00-000260.2500 - BP #10 - Renda	PR 4 - Panduit	Commitment	\$ 3,157.00
Subtotal:					\$3,157.00
Grand Total:					\$3,157.00

Authorization: The undersigned hereby directs the Contractor, to proceed as denoted above in the performance of the change at the amount and terms stated above. It is understood that the work described in this change proposal shall be incorporated, uncontested, in to the next formal Change Order.

Casey White (SVPA ARCHITECTS INC)

CITY OF GRIMES

WEITZ COMPANY-IOWA, THE

110 NORTH HARVEY

611 5TH AVE SUITE 300

GRIMES Iowa 50111

DES MOINES Iowa 50309


SIGNATURE DATE 10.31.24

SIGNATURE DATE


SIGNATURE DATE 9/30/2024

Grimes Public Safety					
Renda Electric CR #2 - Cost Breakdown					
Per PR-4					
Material	Qty	Cost		Markup	Extended
Panduit cable and equipment add	1	\$2,770.00		\$277.00	\$3,047.00
	0	\$0.00		\$0.00	\$0.00
	0	\$0.00		\$0.00	\$0.00
	0	\$0.00		\$0.00	\$0.00
	0	\$0.00		\$0.00	\$0.00
	0	\$0.00		\$0.00	\$0.00
	0	\$0.00		\$0.00	\$0.00
	0	\$0.00		\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
			Subtotal		\$3,047.00
Labor	Hours	Cost/hr	O and P	Extended	
Journeyman Electrician	0	\$90.00	\$0.00	\$0.00	
Apprentice Electrician	0	\$75.00	\$0.00	\$0.00	
Project Manager	1	\$100.00	\$10.00	\$110.00	
lift	0	\$125.00		\$0.00	
Approximately 0 days added to project schedule			Subtotal		\$110.00
			Tax		\$0.00
			Total		\$3,157.00



PCO #004

THE WEITZ COMPANY, LLC
611 5th Avenue Suite 300
Des Moines, Iowa 50309
Phone: (515) 246-4700
Fax: (515) 246-4799

Project: X242400 - GRIMES FIRE STATION
2001 SW 6th St.
GRIMES, Iowa 50111

Prime Contract Potential Change Order #004: CE #006 - ASI 001

TO:	CITY OF GRIMES 110 NORTH HARVEY GRIMES Iowa, 50111	FROM:	WEITZ COMPANY-IOWA, THE 611 5TH AVE SUITE 300 DES MOINES Iowa, 50309
PCO NUMBER/REVISION:	004 / 0	CONTRACT:	1 - Dummy Prime Contract - PCCO's for Prime Changes
REQUEST RECEIVED FROM:		CREATED BY:	Stephanie Morrison (WEITZ COMPANY-IOWA, THE)
STATUS:	Pending - In Review	CREATED DATE:	9/30 /2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		REVISED SUBSTANTIAL COMPLETION DATE:	
		TOTAL AMOUNT:	\$623.10

POTENTIAL CHANGE ORDER TITLE: CE #006 - ASI 001

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #006 - ASI 001

ASI 1 issued 9/10/24 calls to delete (2) NEMA receptacle and add (1) 30A disconnect switch in Apparatus Bay A136. Also calls for deleting (2) NEMA receptacles and adding (1) 30A disconnect switch in Fitness A137.

9/19/24: Renda Electric: \$1,634

Majority of the cost if for an additional 8hrs of labor for a 2-man crew, +\$132 in material cost.

10/30/24: Revised pricing from Renda \$623.10 with wire & 30A disconnect material removed.

ATTACHMENTS:

[Change order for ASI 001 Grimes Public Safety \(revised\).pdf](#) [_2024.08.20 Grimes Public Safety Center ASI 001 - Destratification Fans.pdf](#)

#	SubJob	Cost Code	Description	Type	Amount
1	GRIMES FIRE STATION PRIME VOL	00-000260.2500 - BP #10 - Renda	ASI 001 Disconnect switches	Commitment	\$ 623.10
Subtotal:					\$623.10
Grand Total:					\$623.10



Authorization: The undersigned hereby directs the Contractor, to proceed as denoted above in the performance of the change at the amount and terms stated above. It is understood that the work described in this change proposal shall be incorporated, uncontested, in to the next formal Change Order.

Casey White (SVPA ARCHITECTS INC)

CITY OF GRIMES

110 NORTH HARVEY
GRIMES Iowa 50111

WEITZ COMPANY-IOWA, THE

611 5TH AVE SUITE 300
DES MOINES Iowa 50309

10/30/2024

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

Grimes Public Safety					
Renda Electric CR #4 - Cost Breakdown					
Per ASI 001					
Material	Qty	Cost		Markup	Extended
disconnect	2	\$53.00		\$5.30	\$116.60
deduct (4) outlets	1	\$85.00		\$8.50	\$93.50
	0	\$0.00		\$0.00	\$0.00
	0	\$0.00		\$0.00	\$0.00
	0	\$0.00		\$0.00	\$0.00
	0	\$0.00		\$0.00	\$0.00
	0	\$0.00		\$0.00	\$0.00
	0	\$0.00		\$0.00	\$0.00
	0	\$0.00		\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
			Subtotal		\$210.10
Labor	Hours	Cost/hr	O and P	Extended	
Journeyman Electrician	2	\$90.00	\$18.00	\$198.00	
Apprentice Electrician	2	\$75.00	\$15.00	\$165.00	
Project Manager	0.5	\$100.00	\$0.00	\$50.00	
lift	0	\$125.00		\$0.00	
Approximately 0 days added to project schedule			Subtotal		\$413.00
			Tax		\$0.00
			Total		\$623.10

CITY COUNCIL COMMUNICATION
Meeting Date: 11/12/2024

AGENDA ITEM:

BACKGROUND: The owners of 209 NE 5th Court have requested approval to install a fence within a certain sanitary sewer and utility easement on the subject property. The proposed 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/COMMISSION ACTIONS: Approved Final Plat for Millard Place Plat 2 - 1989

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Alivia Hoodjer, Assistant Planner , ahoodjer@grimesiowa.gov

Prepared by: Alivia Hoodjer, Assistant Planner

Return to: Alivia Hoodjer, Assistant Planner

RESOLUTION 11-1124 APPROVING CONSENT AND AGREEMENT TO IMPROVEMENTS
WITHIN SANITARY SEWER AND UTILITY EASEMENT FOR LOT 7 IN MILLARD PLACE
PLAT 2 - 209 NE 5TH COURT

Grimes Resolution No. 11-1124

WHEREAS, the owners of Lot 7 in Millard Place Plat 2 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within a certain Sanitary Sewer and Utility 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 and utility 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 and utility easement ("Consent and Agreement") regarding Lot 7 in Millard Place 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 Agreement with the Polk County Recorder.

PASSED and APPROVED on November 12, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

Preparer Information: Alivia Hoodjer, Assistant Planner, 410 SE Main St Ste. 102 Grimes, IA 50111 (515) 986-4050
Taxpayer Information: City of Grimes 101 NE Harvey Street, Grimes, IA 50111 (515) 986-3036
Return to: Rachel Greving, 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 Ian M. Daly and Sarah E. Daly, *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 Millard Place Plat 2, 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 and Utility Easement, as shown in the Millard Place Plat 2, recorded on March 16, 1989, in Book 6074, Page 205 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 and maintain an existing 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.

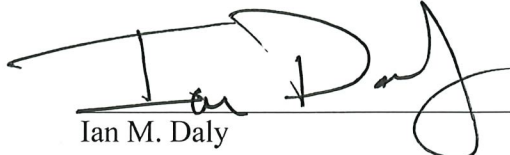
5. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the Improvement, the City's duty of restoration for the Easement 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.

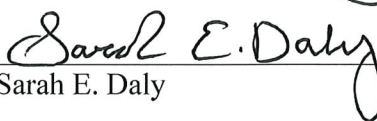
Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 31 day of Oct, 2024

PROPERTY OWNERS



Ian M. Daly



Sarah E. Daly

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 31st day of October, 2024 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ian M. Daly, 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.



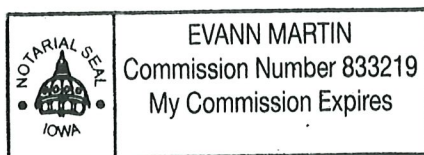


Notary Public in and for the
State of Iowa

My Commission expires 07/20/2027

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 1st day of November, 2024 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Sarah E. Daly, 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 07/20/27

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rachel Greving
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 Rachel Greving, 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 Rachel Greving 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 6' wood fence has been proposed to be constructed in a sanitary sewer and utility easement on Lot 7 in Millard Place Plat 2 (209 NE 5th Ct) in accordance to permit number FN-24-085.

An existing fence has been constructed in a sanitary sewer and utility easement on Lot 7 in Millard Place Plat 2 (209 NE 5th Ct).



CITY COUNCIL COMMUNICATION
Meeting Date: 11/12/2024

AGENDA ITEM: Resolution Approving the Annual TIF Indebtedness Certification

BACKGROUND: The City is required to provide information to the County Auditors by December 1st of each year for the TIF certification. The attached report outlines the TIF rebates and other TIF debts the city has incurred and is certifying for the following year's taxes. The form also provides the County with the total TIF dollars requested by the City for the following tax season.

BUDGETARY CONSIDERATIONS: The city is certifying \$3,928,894 for planned TIF rebate payments in Fiscal Year 2025-2026. We are certifying the TIF portion of the 2024A GO bond debt that was issued in May 2024, and the planned reimbursement for the admin and professional support program of \$845,491 for FY26 and \$97,319 of additional expense realized in FY24. The total TIF tax dollars request for next year will be \$9,672,071.

STRATEGIC PLANNING:

Prioritized: X YES ____NO

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

BOARD/COMMISSION ACTIONS: Council has approved all TIF rebate agreements. The 2024A GO bond debt that is being certified to the County was approved on May 9, 2024. Council approved the Internal Advance for the admin and professional support program for inclusion in this report on October 22, 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

RESOLUTION 11-1224 APPROVING THE ANNUAL TIF INDEBTEDNESS CERTIFICATION

Grimes Resolution No. 11-1224

WHEREAS, the City is required to file the Annual TIF Indebtedness Certification report to the County Auditor by December 1st of each year, and;

WHEREAS, the City of Grimes has incurred new GO TIF debt to certify, and;

WHEREAS, the City of Grimes has annual TIF rebate agreement appropriations to certify, and;

WHEREAS, the City Council of the City of Grimes has approved the Internal Advance resolution for the admin and professional support program to certify;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that upon review of the attached report, said report is approved and adopted as the city's official TIF Indebtedness Certification to be filed with the Polk County Auditor no later than December 1, 2024, and the Mayor and City Clerk are hereby authorized and directed to execute said resolution.

PASSED and APPROVED on November 12, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal TIF Area**

TIF Authority (Name of City or County Operating the TIF): Grimes

County (Where TIF is Located): Polk

Urban Renewal Area Name: Grimes Urban Renewal

Urban Renewal Area Number: 77044 (Use State five-digit Area Number)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above the TIF Authority has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 9,679,225.00

*There must be attached a **'FORM 1.1'** showing an itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body.

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the TIF Authority. However, for any fiscal year a TIF Authority may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. File **'FORM 2'** with the County Auditor by the preceding December 1 for any fiscal year where all of the TIF increment tax is not requested.

A TIF Authority reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. File **'FORM 3'** with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.

Dated this 12th day of November, 2024

Marcia Woodke
Signature of Authorized Official

515-986-3036
Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEARTIF Authority: Grimes County: PolkUrban Renewal Area Name: Grimes Urban RenewalUrban Renewal Area Number: 77044

(Format: XX/XX/20XX)		
Individual TIF Indebtedness Type/Description:	Date Approved*:	Total Amount:
1 Hope K Farms LLC Supplemental payment #5 FY26	10/27/2020	387,000.00
2 Hope K Farms - rebate agreement-subject to annual appropriation FY26	10/27/2020	200,412.00
3 Hope Dev & Realty-rebate agreement-subject to annual appropriation FY26	5/12/2020	142,324.00
4 Prairie Bus. Park (R&R) #1 rebate amended annual appropriation FINAL FY26	5/26/2015	239,225.00
5 Prairie Bus. Park (R&R-C2P2) #2 rebate annual appropriation FINAL FY26	5/23/2017	85,785.00
6 Golden Rule rebate agreement - annual appropriation FINAL FY26	2/25/2020	22,927.00
7 2024A GO Bonds-TIF portion	5/9/2024	4,807,521.00
8 Prairie Bus. Park (R&R-PMR) #3 rebate agreement annual appropriation FY26	5/22/2018	210,670.00
9 Anderson Four LLC rebate agreement-subject to annual appropriations FY26	4/28/2020	152,134.00
10 Destination Market rebate agreement-subject to annual appropriations FY26	12/12/2017	642,668.00
11 Thielke Trust/Top Tract rebate agreement-subject to annual approp. FY26	12/12/2017	305,906.00
12 Hy-Vee #2-Phase 1 & 2 rebate agreement-subject to annual approp. FY26	8/28/2018	704,859.00
13 Urban Renewal Admin & Professional Support Program- FY26 annual reimb	10/22/2024	845,491.00
14 Urban Renewal Admin & Professional Support Program-Add'l Amt FY24	11/10/2020	97,319.00
15 Thielke Trust/Top Tract rebate agreement-annual approp. Add'l FY25 rebate	12/12/2017	9,984.00
16 Rock Creek Investments-rebate agreement-sub to annual appropriation FY26	7/12/2022	825,000.00
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
Total TIF Indebtedness NOT Previously Certified:		9,679,225.00

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**TIF INDEBTEDNESS HAS BEEN REDUCED BY REASON OTHER THAN APPLICATION OF
TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER
CERTIFICATION TO COUNTY AUDITOR
Use One Certification Per Urban Renewal Area**

TIF Authority: Grimes County: Polk

Urban Renewal Area Name: Grimes Urban Renewal

Urban Renewal Area Number: 77044

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above, the TIF Authority has reduced previously certified indebtedness, by reason other than application of TIF tax received from the County Treasurer, by the total amount as shown below.

(Format: XX/XX/20XX)		
Individual TIF Indebtedness Type/Description/Details:	Date Indebtedness Reduced:	Amount Reduced:
1 TNC-lower rebate payment FY25	12/1/2024	14.00
2 Prairie Bus Park (R&R) #1-lower rebate payment FY25	12/1/2024	17,261.00
3 Prairie Bus Park (R&R/C2P2) #2- lower rebate payment FY25	12/1/2024	4,713.00
4 Prairie Bus Park (R&R/PMR) #3-lower rebate payment FY25	12/1/2024	7,542.00
5 Golden Rule- lower rebate payment FY25	12/1/2024	1,042.00
6 Anderson Four LLC-lower rebate payment FY25	12/1/2024	6,623.00
7 Hy-Vee #2 Phase 1 & 2-lower rebate payment FY25	12/1/2024	31,667.00
8 Destination Market LLC- lower rebate payment FY25	12/1/2024	1,852.00
9 Hope K Farms -lower rebate payment FY25	12/1/2024	4,702.00
10 Hope Development & Realty-lower rebate payment FY25	12/1/2024	5,432.00
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
Total Indebtedness Reduction For This Urban Renewal Area:		80,848.00

Dated this 12th day of November, 2024


Signature of Authorized Official

515-986-3036
Telephone

CITY COUNCIL COMMUNICATION
Meeting Date: 11/12/2024

AGENDA ITEM:

BACKGROUND: The owners of 901 NE Rosewood Court have requested approval to install a fence within a certain sanitary sewer easement on the subject property. The proposed 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/COMMISSION ACTIONS: Approved Final Plat for Jase Landing - 2008

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Alivia Hoodjer, Assistant Planner , ahoodjer@grimesiowa.gov

Prepared by: Alivia Hoodjer, Assistant Planner

Return to: Alivia Hoodjer, Assistant Planner

RESOLUTION 11-1324 APPROVING CONSENT AND AGREEMENT TO IMPROVEMENTS
WITHIN SANITARY SEWER EASEMENT FOR LOT 42 IN JASE LANDING - 901 NE
ROSEWOOD COURT

Grimes Resolution No. 11-1324

WHEREAS, the owners of Lot 42 in Jase Landing in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within a certain Sanitary Sewer Easement to permit the installation of a fence within the easement area on the Property; and

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Consent and Agreement for Improvements within the sanitary sewer easement ("Consent and Agreement") regarding Lot 42 in Jase Landing 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 Agreement with the Polk County Recorder.

PASSED and APPROVED on November 12, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

Preparer Information: Alivia Hoodjer, Assistant Planner, 410 SE Main St Ste. 102 Grimes, IA 50111 (515) 986-4050
Taxpayer Information: City of Grimes 101 NE Harvey Street, Grimes, IA 50111 (515) 986-3036
Return to: Rachel Greving, 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 Nicholas Tjebben and Taylor Tjebben, *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 42 of Jase Landing, 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, as shown in the Jase Landing dated November 26th, 2008, recorded on December 5th, 2008, in Book 12846, Page 664 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 4th day of November, 2024

PROPERTY OWNERS



Nicholas Tjebben


Taylor Tjebben

STATE OF IOWA)
) SS
COUNTY OF Polk)

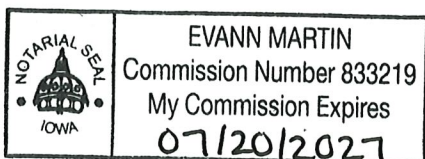
On this 4th day of November, 2024 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Nicholas Tjebben, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.


Notary Public in and for the
State of Iowa

My Commission expires 07/20/2027

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 4th day of November, 2024 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Taylor Tjebben, 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 07/20/2027

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rachel Greving
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 Rachel Greving, 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 Rachel Greving 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 on Lot 42 of Jase Landing (901 NE Rosewood Ct) in accordance to permit number FN-24-084.

CITY COUNCIL COMMUNICATION
Meeting Date: 11/12/2024

AGENDA ITEM: Project Acceptance - WRA Grimes Connector Contract 5 - Reforestation.

BACKGROUND: The actions that are in front of the council are to provide appropriate actions on any final payments, change orders, 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.

Alpha Landscapes started and completed this project in the fall of 2024. There is a retainage payment to be made 30 days following project acceptance.

BUDGETARY CONSIDERATIONS: This project's final construction contract amount is \$181,962.00 which is \$6,970.00 more than the original construction contract amount.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None

STAFF RECOMMENDATION: The staff recommends that the City Council approves the resolution accepting the project with Alpha Landscapes in the final contract amount of \$181,962.00.

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Matt Ahrens

Return to: Matt Ahrens

RESOLUTION 11-1424 ACCEPTING THE WRA GRIMES CONNECTOR CONTRACT 5 -
REFORESTATION

Grimes Resolution No. 11-1424

WHEREAS, on the **26th** day of **March, 2024**, the Mayor and Clerk of the City of Grimes, Iowa, entered into a construction contract with **Alpha Landscapes, LLC of Johnston, Iowa**, for the construction of certain public improvements generally described as the WRA Grimes Connector Contract 5 - Reforestation; 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 **November 12, 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 **\$181,962.00** as shown in the report of the Engineer.

PASSED and APPROVED on November 12, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk



CERTIFICATE OF COMPLETION

WRA GRIMES CONNECTOR CONTRACT 5 - REFORESTATION GRIMES, IOWA

Veenstra & Kimm, Inc. hereby certifies that we have made an on-site review of the completed construction of the WRA Grimes Connector Contract 5 - Reforestation under the Contract as performed by Alpha Landscapes of Johnston, Iowa and the date of completion is hereby established as October 15, 2024.

As Engineers for the project, it is our opinion that the work performed is in substantial accordance with the plans and specifications, and that the final amount of the contract is One Hundred Eighty-one Thousand Nine Hundred Sixty-two and 00/100 Dollars (\$181,962.00).

Filed by: **VEENSTRA & KIMM, INC.**

Accepted by: **CITY OF GRIMES**

By 

By _____

Title Project Engineer

Title Mayor

Date Certificate Filed:

October 29, 2024

Date Accepted:

CITY COUNCIL COMMUNICATION
Meeting Date: 11/12/2024

AGENDA ITEM: Project Acceptance - WRA Grimes Connector - Contract 2.

BACKGROUND: The actions that are in front of the council are to provide appropriate actions on any final payments, change orders, 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.

S.M. Hentges & Sons started this project in the fall of 2022 and completed the project in the fall of 2024. There is a retainage payment to be made 30 days following project acceptance.

BUDGETARY CONSIDERATIONS: This project's final construction contract amount is \$10,087,057.30 which is \$557,057.30 more than the original construction contract amount.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None

STAFF RECOMMENDATION: The staff recommends that the City Council approves the resolution accepting the project with S.M. Hentges & Sons in the final contract amount of \$10,087,057.30.

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Matt Ahrens

Return to: Matt Ahrens

RESOLUTION 11-1524 ACCEPTING THE WRA GRIMES CONNECTOR - CONTRACT 2

Grimes Resolution No. 11-1524

WHEREAS, on the 8th day of March, 2022, the Mayor and Clerk of the City of Grimes, Iowa, entered into a construction contract with S.M. Hentges & Sons, Inc. of Jordan, Minnesota, for the construction of certain public improvements generally described as the WRA Grimes Connector - Contract 2; 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 November 12, 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 \$10,087,057.30 as shown in the report of the Engineer.

PASSED and APPROVED on November 12, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk



CERTIFICATE OF COMPLETION

WRA GRIMES CONNECTOR CONTRACT 2 GRIMES, IOWA

We hereby certify that we have made an on-site review of the completed construction of the WRA Grimes Connector Contract 2 project as performed by S. M. Hentges & Sons Co. Inc.

As Engineers for the project, it is our opinion the work performed is in substantial accordance with the plans and specifications, and that the final amount of the Contract is Ten Million Eighty-Seven Thousand Fifty-Seven and 30/100 Dollars (\$10,087,057.30).

VEENSTRA & KIMM, INC.

Accepted: CITY OF GRIMES

By 

By _____

Title Project Manager

Title _____

Date November 1, 2024

Date _____

CITY COUNCIL COMMUNICATION
Meeting Date: 11/12/2024

AGENDA ITEM: Approval of payment to Heartland Heating and Cooling

BACKGROUND: The Parks and Recreation Department is requesting payment to Heartland Heating and Cooling for the repair of the GrimesPlex maintenance building HVAC system. Heartland Heating and Cooling has completed the necessary repairs as outlined in their proposal, the department desires City Council approval for the payment of the the services rendered by in accordance with the terms of the agreement. Sole source pricing is being utilized, as Heartland Heating and Cooling are the initial installers of the HVAC system at the GrimesPlex.

BUDGETARY CONSIDERATIONS: The HVAC repair cost would be paid out in the total of \$10,936.00 utilizing Sole Source pricing.

STRATEGIC PLANNING:

Prioritized: ____YES __X__NO

*High-Performing Organization/Exception Professional Services _X____

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS: Approved Payment

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 11-1624 APPROVING PAYMENT

Grimes Resolution No. 11-1624

WHEREAS, the Parks and Recreation Department is requesting payment to Heartland Heating and Cooling for GrimesPlex Maintenance Building HVAC repair.

WHEREAS, the Parks and Recreation Department is satisfied with the completion of the necessary repairs outlined in the initial proposal.

WHEREAS, the quick and efficient response of the repairs is necessary to maintain the comfort and safety of the building.

WHEREAS, the Parks and Recreation Department recommend the following payment be made

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

Equipment Description	Use	Cost
GrimesPlex HVAC Repair	Maintenance Building HVAC	\$10,936.00
TOTAL		\$10,936.00

PASSED and APPROVED on November 12, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

Heartland Heating & Cooling
3155 SE Miehe Dr Ste 1
Grimes, IA 50111

Invoice Date

7/19/2024

Invoice #

1000 HER-RP

INVOICE

Phone # 5159865007 **Fax #** 515-986-5011

Job At:

Grimesplex Buildings
1000 NW Heritage Dr
Grimes, IA 50111

Bill To:

Edge Commercial
3155 SE Miehe Dr, Suite 2
Grimes, IA 50111

**PLEASE PAY
THIS AMOUNT**

\$10,936.00

Make checks payable to: **Heartland Heating & Cooling**

☐ Please check box if address is incorrect or has changed, and
indicate change(s) on reverse side.

Have E-Mail? Please write it here: _____

Heartland Heating & Cooling

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

3155 SE Miehe Dr Ste 1
Grimes, IA 50111

Billing Inquiries:
515-986-5007 or
info@heartlandheating.com

P.O. No.

Terms

Due on Receipt

Due Date

7/19/2024

Sales Rep

Jobsite

Description	Qty	Rate	Amount
Replace furnace, condenser, low voltage wiring and related parts EL296UH045 furnace Serial #: 5924E01916 EL17XC1-018 AC Serial #: 5824C04416 E30 stat Freeze stat Crankcase heater Hard start kit Low voltage wire		10,936.00	10,936.00
Thank you for your business! Have a great day!			

*Interest at 12% will be applied to all balances at 30 days.
**MECHANICS LIENS WILL BE FILED AT 45 DAYS.
***A/C'S WILL NOT BE SET UNTIL ROUGH IS PAID IN FULL.
****\$45 Fee for all returned checks.

Subtotal	\$10,936.00
Sales Tax (7.0%)	\$0.00
Total	\$10,936.00
Payments/Credits	\$0.00
Balance Due	\$10,936.00

Visit us at: www.HeartlandHeating.com

CITY COUNCIL COMMUNICATION
Meeting Date: 11/12/2024

AGENDA ITEM: Project Acceptance – Autumn Park Trail Reconstruction

BACKGROUND: The actions that are in front of the council are to provide appropriate actions on any final payments, change orders, 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.

Caliber Concrete started and completed this project in the fall of 2024. There is a retainage payment to be made 30 days following project acceptance.

BUDGETARY CONSIDERATIONS: This project's final construction contract amount is \$331,678.17 which is \$11,564.37 more than the original construction contract amount.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None

STAFF RECOMMENDATION: The staff recommends that the City Council approves the resolution accepting the project with Caliber Concrete in the final contract amount of \$331,678.17.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Aaron Jarosh, Civil Engineer, AJarosh@grimesiowa.gov

Prepared by: Aaron Jarosh

Return to: Aaron Jarosh

RESOLUTION 11-1724 ACCEPTING THE AUTUMN PARK TRAIL RECONSTRUCTION

Grimes Resolution No. 11-1724

WHEREAS, on the **25th** day of **June, 2024**, the Mayor and Clerk of the City of Grimes, Iowa, entered into a construction contract with **Caliber Concrete, LLC of Adair, Iowa**, for the construction of certain public improvements generally described as the Autumn Park Trail Reconstruction; 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 **November 12, 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 **\$331,678.17** as shown in the report of the Engineer.

PASSED and APPROVED on November 12, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

CERTIFICATE OF COMPLETION

Autumn Park Trail Reconstruction

Grimes, Iowa

November 12, 2024

This is to certify that the construction improvements on the *Autumn Park Trail Reconstruction* project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is **\$331,678.17**. I hereby recommend acceptance of the project.

Respectfully submitted,



*Aaron Jarosh
Civil Engineer
City of Grimes
Iowa License Number 25709*

CITY COUNCIL COMMUNICATION
Meeting Date: 11/12/2024

AGENDA ITEM: Project Acceptance – SE/SW 19th Street Sanitary Sewer Extension

BACKGROUND: The actions that are in front of the council are to provide appropriate actions on any final payments, change orders, 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.

S.M. Hentges & Sons started this project in the fall of 2023 and completed the project in the fall of 2024. There is a retainage payment to be made 30 days following project acceptance.

BUDGETARY CONSIDERATIONS: This project's final construction contract amount is \$1,953,810.37 which is \$103,810.37 more than the original construction contract amount.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None

STAFF RECOMMENDATION: The staff recommends that the City Council approves the resolution accepting the project with S.M. Hentges & Sons in the final contract amount of \$1,953,810.37.

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Aaron Jarosh

Return to: Matt Ahrens

RESOLUTION 11-1824 ACCEPTING THE SE/SW 19TH STREET SANITARY SEWER
EXTENSION

Grimes Resolution No. 11-1824

WHEREAS, on the **26th** day of **September, 2023**, the Mayor and Clerk of the City of Grimes, Iowa, entered into a construction contract with **S.M. Hentges & Sons, Inc. of Jordan, Minnesota**, for the construction of certain public improvements generally described as SE/SW 19th Street Sanitary Sewer 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 **November 12, 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 **\$1,953,810.37** as shown in the report of the Engineer.

PASSED and APPROVED on November 12, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

CERTIFICATE OF COMPLETION

SE/SW 19th Street Sanitary Sewer Extension

Grimes, Iowa

November 12, 2024

This is to certify that the construction improvements on the *SE/SW 19th Street Sanitary Sewer Extension* project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is ***\$1,953,810.37***. I hereby recommend acceptance of the project.

Respectfully submitted,



*Aaron Jarosh
Civil Engineer
City of Grimes
Iowa License Number 25709*

CITY COUNCIL COMMUNICATION
Meeting Date: 11/12/2024

AGENDA ITEM: Approving the Purchase of Economic Development Accelerator Management Software

BACKGROUND: Throughout the process of establishing the Economic Development department, staff identified a need for a customer relationship management (CRM) system to track requests, project information and contact with prospective and existing businesses. A group of staff reviewed several potential vendors and selected Cloud Nine Economic Development Accelerator Management Software as the preferred solution.

Sikich LLC is a Microsoft partner and their custom economic development management software is built on top of Microsoft Dynamics 365, Microsoft's CRM platform. This platform meets all requirements of the department and is the most user-friendly, comprehensive platform that was reviewed. The platform also meets City IT security standards and complies with existing policies in place with other Microsoft products.

It is anticipated that the CRM system will be used primarily by the Economic Development department, and also provides an opportunity to collaborate with Development Services staff for them to track their projects, timelines and deliverables. The ability to collaborate internally on development projects is very valuable from a staff perspective. Implementing this system should result in enhanced communication around projects internally, which will ultimately result in a better experience for those looking to invest in Grimes.

BUDGETARY CONSIDERATIONS: The total fee of the economic development accelerator management software system including the first year of software licensing is \$15,000.00, with \$12,000.00 due upfront and \$3,000.00 due upon completion. In future years, the cost will consist of only licensing fees of \$1,500.00 per license. The primary funding source for this project will be from the Economic Development budget, with the Development Services budget paying for one annual license.

STRATEGIC PLANNING:

Prioritized: ____ YES X NO

*High-Performing Organization/Exception Professional Services X

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: N/A

RESPONSIBLE STAFF/CONTACT INFORMATION:

Katie Lord, Economic Development Director, klord@grimesiowa.gov

Prepared by: Katie Lord

Return to: Katie Lord

RESOLUTION 11-2024 APPROVING THE PURCHASE OF ECONOMIC DEVELOPMENT
ACCELERATOR MANAGEMENT SOFTWARE

Grimes Resolution No. 11-2024

WHEREAS, the City of Grimes (Grimes) has identified a need to purchase an Economic Development Accelerator Management Software System; and

WHEREAS, the software vendor of Sikich LLC (Vendor) has been selected through a committee review of multiple similar software platforms; and

WHEREAS, the Vendor has proposed the attached Statement of Work (SOW) and Professional Services Master Agreement (PSMA) and compensation to be paid by Grimes for their software and implementation services related to the Economic Development Accelerator Management Software System; and

WHEREAS, the Economic Development Accelerator Management Software System is being purchased from Sikich LLC, (1415 W. Diehl Road, Suite 400, Naperville, IL60563) pursuant to the attached SOW and PSMA; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor and City Clerk are authorized to execute the attached SOW and PSMA from Sikich LLC on behalf of the City of Grimes.

PASSED and APPROVED on November 12, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

November 5, 2024



EDO Quick Start SOW

CityofGrimes_EDOQuickStart_SOW

Microsoft Dynamics 365 + Cloud Nine Economic Development Accelerator

PREPARED FOR:

THE CITY OF GRIMES, IA

SUBMITTED BY:

**Sikich LLC
Jordan Gilley**

1415 West Diehl Rd., Suite 400
Naperville, IL 60563
630.566.8400
jordan.gilley@sikich.com

ACCOUNTING TECHNOLOGY ADVISORY

SIKICH.COM

STATEMENT OF WORK – CITYOFGRIMES_EDOQUICKSTART_SOW

This Statement of Work ("SOW") is entered into by and between the City of Grimes ("Client", "you" or "your") and Sikich LLC, ("Sikich", "we", "us", or "our") pursuant to the Professional Services Master Agreement dated _____ (the "Agreement", "PSMA"), all of the terms of which are hereby incorporated herein by reference.

In the event of a conflict among a term set forth in the Agreement or a term set forth in this SOW, the term set forth in the Agreement will control unless the conflicting term specifically references the inconsistent term of the Agreement, in which case the conflicting term will control only for the limited purposes set forth in the SOW. Capitalized terms not otherwise defined in this SOW will have the meanings given in the main body of the Agreement.

Services & Deliverables: Sikich will provide the services and deliverables listed in this SOW.

Pricing: All pricing in this SOW is stated in US Dollars.

This SOW is a confidential agreement between Sikich and Client. The terms of this SOW are based upon the information and prevailing conditions that exist at its creation. The scope, pricing and other terms offered in this SOW are valid for thirty (30) days from the date shown on the cover page of this document.

This SOW is effective as executed on _____

By the signatures of their duly authorized representatives below, Sikich and Client, intending to be legally bound, agree to all the provisions of this SOW as of the date set forth above.

AGREED TO AND ACKNOWLEDGED BY:

Sikich LLC


P. Kevin Johnson (Nov 5, 2024 13:30 EST)

Name: P. Kevin Johnson

Title: Principal

Dated: 11/05/2024

City of Grimes

Signature: _____

Name: _____

Title: _____

Dated: _____

COPYRIGHT

Copyright Sikich LLC. Confidential and proprietary. All rights reserved. This document is the property of, and is proprietary to, Sikich LLC. It is not to be disclosed, in whole or in part, without written authorization from Sikich LLC. This document shall not be duplicated or used, in whole or in part, for any purpose other than to evaluate Sikich LLC projects and shall be returned upon request.

1 CONTENTS

1	Contents	3
2	Document Revision & Sign-off.....	3
3	Summary	4
4	Implementation Project Objectives and Scope	5
4.2	Purpose & Objectives	5
4.3	Scope	5
4.4	Management	7
4.5	Investment Summary	8
5	Support	9
5.1	Purpose & Objectives	9
5.2	Approach & Operational Process	9
6	Copyright Notice	11

2 DOCUMENT REVISION & SIGN-OFF

Change Record

Date	Name	Version	Change Reference
9/11/2024	Jordan Gilley	1	Creation
10/24/2024	Anthony Senevey	1.1	Updated payment schedule
Click here to enter a date.			

Reviewers/Approvals

Date	Reviewer/Approver	Version	Approval or Requested Changes
Click here to enter a date.			
Click here to enter a date.			
Click here to enter a date.			

3 SUMMARY

ID	Details
Contact:	Katie Lord KLord@grimesiowa.gov 515-514-1038
Client Company Name:	The City of Grimes, IA
Address:	410 SE Main St. Grimes, IA 50111
Project Name:	EDO QuickStart Implementation
Estimated Project Implementation Length:	8-12 weeks
Initial Setup/Implementation Costs	\$12,000.00 – Fixed Fee
Licensing Term	1 year, Auto Renewed
Annual Licensing Charges:	\$3,000.00

4 IMPLEMENTATION PROJECT OBJECTIVES AND SCOPE

4.2 PURPOSE & OBJECTIVES

Sikich will work with Client to implement Microsoft Dynamics 365 Online software. The purpose of the CRM is to provide a unified software application and shared database for the entire economic development team to use for both reporting and collaboration.

4.3 SCOPE

This section describes in further detail the scope of work for the project as it relates to the design and delivery for this implementation. All areas and requirements left out of this section are deemed *out of scope* and will be subject to the Change Management Process. If a customization is required to meet Client's requirement appropriate documentation will be provided in the form of a Functional Design Document and subject to design review and approval before proceeding.

Functionality	Check Here
Core EDO Entities	Include
Accounts	Yes
Contacts	Yes
ED Projects	Yes
BRE	Yes
Locations	Yes
Incentives	Yes
Compliance	Yes
Investors	Yes
ED Leads	Yes
Sales & Marketing	
Marketing Campaigns (Primary & Quick)	Yes
Marketing Lists	Yes
CRM Tools	
Business Process Flows (ED Project)	Yes
Activities	Yes
Import & Export to Excel	Yes
Word/Excel Templates	Yes
Advanced Find/Charts/Dashboards	Yes
Custom Builds	
Power Pages Portal	No
Microsoft Forms	No
Integrations	No
Flows	No

1. Software subscription – initial setup. SIKICH will setup the D365 SALES application and environment which resides in the Microsoft Cloud.
2. SIKICH will set up an Office 365 tenant on your behalf if you do not already have one.
3. SIKICH will setup and configure the D365 SALES environment per best practice and Client business process within the block of hours **(60)** included with this implementation.
 1. Note: any expected overage in hours will result in the Change Management Process for approval for any requirements gathered during the Requirements Gathering Meetings that are deemed as Out of Scope and will be billed as Time & Materials. All estimates will be confirmed and approved by Client prior to proceeding.
4. SIKICH will need to be set up as a User and assigned a temporary license so that SIKICH can perform the configuration tasks as needed during implementation of the system.
5. CRM is by nature not designed to be a document repository. SIKICH highly recommends integration with SharePoint (which is outside of this scope). Adding this in Scope during implementation will result in the Change Management Process.
6. Virtual training will be provided for using D365 SALES via Microsoft Outlook add-in. Prior to the training, the Outlook Plug-In should be installed by your IT team as network security settings and some level of their direct involvement may be required. Any assistance provided with the install of the Outlook add-in is billable and the time comes out of the block of hours for this QuickStart. This is typically not a laborious process, but your network and security settings are out of our control.
7. A 1-hour virtual training on data import via spreadsheets will be provided. Your organization is responsible for scrubbing, merging into templates, and importing all legacy data. If further assistance on data import is requested, it will be handled as a change request.
8. 1 Team Kick Off Meeting will be provided.
9. 4 Online Training sessions (maximum of 1 hour each) will be provided.
10. A Microsoft Teams Channel will be created to facilitate project documents and planning.
11. Certain tasks are outlined and will be required by the Client prior to Kick Off in order to keep the project running smoothly and timely. This document is attached to this PDF titled: **“The Very Beginning Clients – External”**
12. Note: All key participants and stakeholders who will be participating in Requirements Gathering and Implementation will need to review the Client demo prior to Kick Off. The demo recording will also be shared within the Microsoft Teams Project Channel for ease of access.
13. Any items marked as No above are considered out of scope.

*Note: This project will be billed as Fixed Fee therefore resource availability is critical. Any change request added to this project will be billed at \$265 per hour. The additional hours quoted for this project will also be billed on a Time and Materials basis at \$265/hr.

4.3.8 RESOURCES & SCHEDULE

This initial fixed fee estimate of this project is the result of the following assumptions:

- Client will (a) pay Sikich for Services on a fixed fee basis at the rates set forth in the Statement of Work and (b) reimburse Sikich for all out-of-pocket costs incurred by Sikich in connection with the Services (“Expenses”).
- Assumes English only.
- Any services deemed above and beyond the intent of this SOW will result in generation of ancillary Statements of Work.
- Sikich and Client will jointly and diligently manage the scope of this SOW to meet the outlined target for project completion.
- Any additions or modifications to this Statement of Work, or services performed under it, will require a Change Order/Request that must be approved by the Client and may result in schedule changes and additional fees payable to Sikich.

4.4 MANAGEMENT

4.4.8 COMMUNICATION PLAN

A formal process will be employed to facilitate communication during the project. The key vehicles for communication will be: Microsoft Teams (dedicated Channel), Phone, E-Mail, and Meetings. The Sikich lead consultant or project manager, working in conjunction with the Client representative, will create the appropriate status report for the project and will distribute this report to management.

4.4.9 ISSUE/RISK MANAGEMENT PROCEDURE

The following general procedures will be used to manage project issues and risks:

- Identify and document
- Assess impact and prioritize
- Assign responsibility
- Monitor and report progress
- Communicate issue resolution

A mutually agreed upon issue escalation process will be defined at the outset of the project.

4.4.10 CHANGE MANAGEMENT PROCESS

During the project either party may request in writing additions, deletions, or modifications to the services described in this SOW ("change"). We shall have no obligation to commence work in connection with any change until the estimated fee and schedule impact of the change is agreed upon in a written Change Request Form signed by the designated Project Managers from both parties.

Upon a request for a change, we shall submit the change on our standard Change Request Form describing the change, including the estimated impact of the change on the project schedule, fees, and expenses. The Change Management Process that will be employed as defined above in Section 4.4.10. Both parties must agree to follow this process and to use the Change Request Form.

Within thirty (30) consecutive business days of receipt of the proposed Change Request Form, Client shall either indicate acceptance of the proposed change by signing the Change Request Form or advise Sikich not to perform the change. If Client advises Sikich not to perform the change, then Sikich shall proceed only with the original services. In the absence of your acceptance or rejection, we will not perform the proposed change.

4.4.11 TERMINATION CHARGES

If we exercise our right to terminate this work order due to your material breach or default, or you terminate this work order without cause, your obligation to pay us for services performed and expenses incurred prior to termination shall include the following:

1. Any amounts previously invoiced but unpaid.
2. Fees for services performed through the termination date which have not been invoiced at our then current published hourly rates.
3. Any and all subcontract cancellation and/or termination charges incurred by us, including the cost of third-party products and services furnished to us but not delivered to you as of the date of termination.

4.4.12 PROJECT COMPLETION

The project will be considered complete, when any of the following are met:

- All of the service deliverables have been completed, delivered and accepted or deemed accepted, including approved Change Request Forms.
- The fee provisions of the Work Order have been met.
- This agreement is terminated pursuant to the provisions of the agreement.

4.5 INVESTMENT SUMMARY

Total Costs*:

TYPE OF LICENSES	COST	QTY	MONTHLY COST	ANNUAL COST
SIKICH EDO Accelerator – Annual Plan	\$30.00/User/Month	2	\$60.00	\$720.00
Dynamics 365 Sales Enterprise – Annual Plan	\$95.00/User/Month	2	\$190.00	\$2,280.00
TOTAL				\$3,000.00
SERVICES	HOURLY RATE	QTY		TOTAL
QuickStart Implementation – Initial Payment	One Time Fee – Due Upfront			\$9,000.00
QuickStart Implementation – Completion Payment	One Time Fee – Due at completion			\$3,000.00
TOTAL				\$12,000.00
GRAND TOTAL: (Year 1, Including Licensing)				\$15,000.00

- Quick Start Engagements do not include user how-to documentation customized to business processes or showing modifications.
- Month to Month option available with 20% Premium.
- Additional users can be added and will be prepaid on the remaining months on an agreement.
- User count can be decreased upon annual renewal.
- Pricing for any 3rd Party applications is separate, if applicable.

5 SUPPORT

5.1 PURPOSE & OBJECTIVES

Software had a distinctive lifecycle required to continue to add value to the end users. After an implementation, users often need help with additional training and as they learn the system they come up with additional functionality they would like to have or tweaks they would like to improve productivity. The purpose of this agreement is to outline the process for managing such requests.

Included in the CSP licensing packaged pricing outlined above in 6.4 Investment Summary section above you receive Advice and Admin Support which includes:

- Break/Fix support
- Access to the Sikich online library of training videos

Requests for training, enhancements or customization to fit your business processes will be estimated and presenting in a new/separate statement of work at a rate of \$265 per hour.

5.2 APPROACH & OPERATIONAL PROCESS

5.2.1 IN-TAKE PROCESS

- Client will need to define which users have authorization to submit requests.
- Supply list of authorized user(s) to your Project Manager
- Please note: Emails sent directly to any Sikich resources personal email address are not subject SLA and could result in delayed service.
- Sikich will review the ticket and provide service/training or provide an estimate to client for completing the task if it does not fall within advice and admin scope of work.
- Sikich and Client will review the task & estimates and client will assign priority. Sikich will schedule resources to complete request as negotiated with customer based on priority, urgency and resource availability.

5.2.2 GOVERNANCE

Sikich will setup project status meetings on a quarterly basis to report on ticket volume and status, with a goal of increasing user adoption and reducing support tickets/requests.

5.2.3 SLA

Sikich will provide services described herein during normal business hours as further defined below:

Monday thru Friday, 8:30 – 5:00pm EST, not including US National Holidays

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
Business and financial exposure			
The application failure creates a serious business and financial exposure.	The application failure creates a serious business and financial exposure.	The application failure creates a low business and financial exposure.	The application failure creates a minimal business and financial exposure.
Work Outage			
The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to perform some small portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.	The application failure causes the client to be unable to perform a minor portion of their job, but they are still able to complete most other tasks.
Number of Users Affected			
The application failure affects a large number of users.	The application failure affects a large number of users.	The application failure affects a small number of users.	The application failure may only affect one or two users.
Workaround			
There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way).	There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in any other way).	There may or may not be an acceptable workaround to the problem.	There is likely an acceptable workaround to the problem.
Response Time			
Within two hours during business hours. Within ten hours outside of business hours during the work week. Within 16 hours during weekends and holidays.	Within four hours during business hours. Within twenty hours outside of business hours during the work week. Within 20 hours during weekends and holidays.	Within eight hours or by next business day	Within eight hours or by next business day.

6 COPYRIGHT NOTICE

Copyright Sikich LLC. Confidential and proprietary. All rights reserved. This document is the property of, and is proprietary to, Sikich LLC. It is not to be disclosed, in whole or in part, without written authorization from Sikich LLC. This document shall not be duplicated or used, in whole or in part, for any purpose other than to evaluate Sikich LLC projects and shall be returned upon request. Microsoft Dynamics is a trademark of Microsoft Corporation in the United States of America and/or other countries.



Technology Services

PROFESSIONAL SERVICES MASTER AGREEMENT

This Professional Services Master Agreement (the "Master Agreement") is entered into on the date that it is accepted by Sikich (the "Effective Date") by and between the parties set forth below.

Sikich LLC ("Sikich")

Attn: Leader - Technology
1415 W. Diehl Road, Suite 400
Naperville, IL 60563
630-566-8400 (voice)
630-566-8401 (fax)
techinfo@sikich.com

City of Grimes ("Client")

Attn: City Clerk
410 SE Main St.
Grimes, IA 50111
515-514-1025
cityclerk@grimesiowa.gov

WHEREAS, Sikich provides technology consulting services ("Services") and associated work product, computer software and computer hardware and digital materials ("Deliverables");

WHEREAS, Client desires to obtain the Services and Deliverables from Sikich from time to time; and

THEREFORE, in consideration of the mutual covenants set out in this Agreement, the parties, intending to be legally bound, hereby agree to the following terms and conditions.

SERVICES

1. This Agreement covers the provision of Services and/or Deliverables to Client from time to time by Sikich. The specific details of each project under this Agreement (each "Project") shall be separately negotiated and specified in a written Statement of Work ("SOW") containing terms agreed by the parties. An SOW may take the form of a Proposal, SOW, Development Request, Change Order or Quotation. Each SOW will define, as appropriate, the scope of work to be performed by Sikich, including the Services and Deliverables to be delivered, the Acceptance Criteria for the Services and Deliverables and the time line, cost estimate and payment schedule for developing and delivering the Services and Deliverables. Each SOW entered into pursuant to this Agreement shall be subject to all of the terms and conditions of this Agreement and shall be made part of, and incorporated into, this Agreement. To the extent any terms or provisions of an SOW conflict with the terms and provisions of this Agreement, the terms and provisions of this Agreement shall control, except to the extent that the applicable SOW expressly references the specific provision in this Agreement to be modified by the SOW. Should either party wish to change the scope of the Services set out in any SOW, it shall immediately notify the other party. The parties shall meet and discuss in good faith the consequences of the change and the impact on the Deliverables, timetable, the estimated cost and the project plan. No change shall be implemented without the parties entering into a written change order executed by authorized representatives of both parties.

ASSIGNMENT OF STAFF

2. Sikich shall have the right, at its complete discretion, to designate all persons, including independent contractors, to be assigned to perform the Services. Sikich will ensure that independent contractors are reasonably qualified to perform the required services.

CLIENT RESPONSIBILITIES

3. Client acknowledges that its reasonable cooperation is necessary for the timely implementation and completion of a Project. Failure of Client to fulfill its responsibilities as defined below may result in Sikich delaying or suspending the performance of its responsibilities under this Agreement with respect to a project and any SOWs, at Sikich's sole and reasonable discretion. Client's responsibilities include providing Sikich with the following:

- (a) Timely and accurate information;
- (b) Timely access to appropriate Client personnel, equipment, systems and software;
- (c) Timely feedback to testing and proofing requests;
- (d) Qualified Client personnel for training and for acceptance testing; and
- (e) Any additional responsibilities set forth in an SOW.

Client acknowledges it is responsible for assuming all management responsibilities and for overseeing any Services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience to so manage. In addition, Client is responsible for evaluating the adequacy and results of the Services performed and accepting responsibility for the results of such Services.

FEES AND DIRECT EXPENSES

4. The fees for Services will be charged as agreed to in a specific SOW. Time and expenses Services will include all time expended to perform the Services and direct expenses incurred while in the performance of the Services. Sikich typically charges a premium rate equal to 1.5 times the stated rates for work performed on weekends, holidays and outside of business hours, unless otherwise stated in the applicable SOW. All premium rate work will require prior written approval from Client. Sikich's normal business hours are 7:00AM to 7:00PM CST Monday through Friday, except for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and Day after Christmas.

5. Client shall reimburse Sikich for all reasonable out-of-pocket expenses incurred by Sikich in connection with the Services and Deliverables being provided herein, including, but not limited to, vehicle travel from the consultant's home to the company site or airport at the then current reimbursable amount authorized by the Internal Revenue Service; parking, airfare, car rental, room, board, and other travel incidentals. Travel time to and from the consultant's home to the Client site or airport will be billed at half the normal hourly billing rate.

6. Unless otherwise noted in an SOW, Sikich will submit itemized invoices weekly to Client for all fees and expenses incurred for the previous week. Client shall pay all invoiced amounts for Services within thirty (30) days after the date of the invoice. For purchasing any Third Party Software (as defined below), payment may be required prior to the elapse of fifteen (15) days or upon ordering. Any amounts past due shall accrue interest at the rate of 1½ percent per month until paid. All right, title, and interest of any Deliverable provided to Client pursuant to this Agreement shall only transfer to Client when the respective Deliverable is fully paid for by Client. Any objection to the invoice must be made within sixty (60) days after the date of the invoice. Lack of timely objection to an invoice shall evidence Client's agreement to all invoiced amounts. Sikich reserves the right to terminate this Agreement or the applicable SOW, or to suspend all provision of Services if at any time an invoice becomes past-due. Sikich reserves the right to require payment of outstanding fees and expenses prior to the performance of any of the Services or the delivery of any Deliverables.

ACCEPTANCE

7. Acceptance of Deliverables. Upon Sikich's completion and delivery of the Deliverables to Client, Client shall have thirty (30) days after receipt and (if applicable) installation of the Deliverables to review and accept as complete or reject as incomplete the Deliverables in accordance with the criteria for acceptance set forth in the SOW (the "Acceptance Criteria"). In the event Client elects to reject any such Deliverables as incomplete, Client shall notify Sikich in writing, not more than thirty (30) days after receipt and (if applicable) installation of the Deliverables, itemizing each instance in which Deliverables fails to meet the Acceptance Criteria ("Failure") in reasonably sufficient detail to permit Sikich to replicate, diagnose and correct the Failure (as applicable). Sikich will use commercially reasonable efforts to diagnose and correct all identified Failures and provide Client with a modified version of the Deliverables for review and acceptance. Sikich's efforts to correct Failures caused solely by Sikich shall be at no cost to Client. Client has thirty (30) days to verify that all identified Failures have been corrected and to accept or reject the modified version of the Deliverables. Failure of Client

to notify Sikich of a Failure within any thirty (30) day acceptance period shall be deemed automatic and final acceptance of the Deliverables. Notwithstanding the foregoing, in the event Sikich performs additional services beyond the scope of work anticipated in the original SOW, or any modified SOW, then Sikich will be entitled to additional compensation under the standard Sikich time and expense policies set forth in Sections 4-6. Such additional efforts may include, but are not necessarily limited to, the following Services: (a) efforts expended for retesting the Deliverables due to Client action or errors; (b) any remedial action that is caused by Client action or errors; (c) any system changes; (d) any change to the original scope of work or any amended scope of work; (e) any changes to the assumptions made by Sikich based on information provided by the Client; and (f) any unauthorized Client or third party modifications to the Deliverables or use of the Deliverables other than as designed.

8. **Acceptance of Third Party Software.** Client acknowledges that in order for Sikich to perform Services hereunder, Client may need to obtain additional third party software, software license or code ("Third Party Software"). Client shall be solely responsible for procuring licenses for such Third Party Software from the Third Party Software's owner or may request Sikich to procure such licenses. In the event an SOW provides for the delivery, configuration and/or installation of Third Party Software, such delivery, configuration and/or installation of such Third Party Software shall be accepted by Client pursuant to the Third Party Software provider's documentation and/or license agreement(s). In the event Third Party Software is ordered by Sikich for Client, (i) Client shall be required to prepay the purchase price of the Third Party Software and (ii) the purchase price shall not be refundable unless the Third Party Software licensor permits Sikich to return such software for a refund of any or all of the purchase price therefor and then that portion of the purchase price shall be refunded to Client.

9. **Error Correction.** If any Services provided hereunder do not conform to the express specifications in an SOW, and such nonconformance is not attributable to any act or omission of Client, its customers or their agents, Sikich will correct the deficiencies within a mutually agreed upon time period at no additional cost to Client, provided that Client notifies Sikich of such error or deficiency within five (5) days of receipt of the applicable deliverable by Client or its customer. If Client requests any modification to deliverables or Services other than as specified in a mutually agreed upon SOW, Client may request that Sikich make the desired modification at Sikich's then current hourly rates.

WARRANTY

10. Sikich's warranty of the Services are limited in their entirety by the following:

(a) **Standards.** Sikich represents and warrants that all of the Services will be performed in a professional and workmanlike manner conforming to generally acceptable standards of the technology industry.

(b) **Limitations of Warranty.** SIKICH MAKES NO EXPRESS WARRANTIES OTHER THAN THOSE SPECIFICALLY STATED IN THIS AGREEMENT. SIKICH MAKES NO WARRANTY AS TO THE RESULTS OR PERFORMANCE THAT MAY OR MAY NOT BE OBTAINED BY CLIENT IN USING THE SERVICES, IN USING RECOMMENDATIONS PROVIDED AS PART OF SERVICES, AND/OR IN USING DELIVERABLES AS SET FORTH IN THIS AGREEMENT AND ANY SOWS. SIKICH DOES NOT AND CANNOT WARRANT THAT (i) CLIENT WILL NOT BE HACKED OR WILL NOT HAVE ITS SECURITY COMPROMISED, OR (ii) ITS SERVICES WILL DETECT EVERY CLIENT VULNERABILITY OR WEAKNESS OR THAT THE RESULTS OF SERVICES OR DELIVERABLES WILL BE ERROR-FREE OR TOTALLY ACCURATE. SIKICH SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SIKICH'S WARRANTY FOR ANY THIRD PARTY SOFTWARE OR HARDWARE PROVIDED TO CLIENT UNDER THIS AGREEMENT AND ANY SOWS SHALL BE SOLELY LIMITED TO ANY WARRANTY PROVIDED FOR SUCH THIRD PARTY SOFTWARE OR HARDWARE BY THE LICENSOR OR ORIGINAL EQUIPMENT MANUFACTURER THAT SIKICH AGREES TO ASSIGN WITHOUT MODIFICATION TO CLIENT TO THE EXTENT SIKICH IS ALLOWED TO LEGALLY AND CONTRACTUALLY TRANSFER SUCH WARRANTY TO CLIENT.

LIMITATIONS OF LIABILITY

11. In no event shall Sikich or its subcontractors be liable (i) under this Agreement for damages in excess of the total amount of fees collected from Client for the immediately preceding six (6) months pursuant to the

applicable Statement of Work under which the claim arose for the Services giving rise to the liability or (ii) for any claim whatsoever for any special, consequential, exemplary, incidental, consequential, lost profits, punitive, indirect or similar damages of any kind even if Sikich has been advised of the possibility of such damages. Sikich shall not be liable for any costs or fees related to Client's termination, cancellation, or breach of any contracts with third party providers whose products or services are being replaced or supplemented by Sikich or providers recommended by Sikich. Neither Sikich nor its contractors shall be liable for any damages arising from or related to the improper use of any Deliverables and/or Client's own computer hardware by Client, its employees or its customers, clients or other third parties. Client agrees that no claim may be brought by Client for the breach of this Agreement or any SOW more than one (1) year after such alleged breach occurred.

OWNERSHIP

12. Client Materials. Any and all software programs, databases, artwork, logos, graphics, video, text, data and other materials supplied by Client to Sikich in connection with the Services will at all times remain the sole and exclusive property of Client and its licensors (the "Client Materials"). No right, title, or interest will be transferred from Client to Sikich with respect to any of the Client Materials or any other copyrights, trademarks, trade secrets, patents or other intellectual property, proprietary, personal or other rights related thereto.

13. Sikich Property. Sikich shall remain the sole and exclusive owner of all right, title and interest to (a) any routines and subroutines that are used in developing or that are embodied in a Deliverable (excluding any Client Confidential Information or Client Materials) ("Subroutines"); (b) any software code and/or a portion of code that Sikich has already developed, acquired by assignment or uses under license or that Sikich hereafter independently develops or acquires by assignment or uses under license from a third party, such as re-usable computer software code, routines, preconfigurations, accelerators, modules, components, methodologies, processes, technologies and tools, and that: (x) accelerates the pace of application development; or (y) accelerates the data conversion process; or (z) is a component part of the Deliverable that, in its generic form, may have general usefulness in a variety of other software programs or programming applications ("Tools" or "Utilities"), or (c) all copyrights, trademarks, service marks, trade secrets, inventions, proprietary processes and other intellectual property of Sikich, including but not limited to software, source code, methodologies, documentation, databases, and other materials, which were created or conceived by Sikich or its agents prior to the date hereof, and any works based thereon, will remain the property of Sikich; and (ii) all templates, proprietary document formats, structures and designs, boilerplate language and narrative portions of deliverables which are not compilations of Client data (collectively, the "Sikich Property").

14. Except as provided hereunder and unless otherwise provided in an SOW, Client, upon Client's payment of all amounts due Sikich, shall own all right, title and interest to the Deliverable (excluding any Sikich Property). In the event any Deliverable provided by Sikich includes amendments, customizations, modifications and/or enhancements to third party software licensed by or on behalf of Client, the rights to such amendments, customizations, modifications and/or enhancements shall be determined in accordance with the terms of the applicable third party license and the applicable SOW. Sikich may further develop, use, copy and prepare derivative works and distribute works that are substantially similar to the Deliverable ("Similar Work(s)"), including works similar in function, structure, sequence or organization of the Deliverable, provided that such development, use, copying and preparation of derivative works and distribution does not violate Sikich's obligations under this Agreement with respect to any Client Materials or Client's Confidential Information. Upon Client request, Sikich shall assign to Client all of Sikich's right, title and interest, if any, to a Deliverable, including source code and documentation, subject to the right of Sikich to develop, use, copy and prepare derivative works from Deliverables to create Similar Works.

15. Subject to Client fulfilling its obligations under this Agreement and any SOW (including the timely payment of all invoices), Sikich grants to Client a worldwide, nonexclusive, nontransferable, royalty-free, perpetual license to use the Sikich Property that are incorporated into the Deliverables for its internal business purposes. Client may transfer the license to such Sikich Property to affiliates, successors and assigns, provided said transfer to successors and assigns is without consideration to a successor in interest of the entire business that assumes the obligations of this Agreement and there is no attempt to commercialize the Sikich Property.

INDEPENDENT CONTRACTOR STATUS

16. The relationship of Sikich to Client shall at all times be that of an independent contractor and neither Sikich nor Client will have any authority to bind the other party in any manner. Nothing in this Agreement shall be construed to create any partnership, association, joint venture or employment between the parties.

INDEMNIFICATION AGAINST INFRINGEMENT

17. Sikich agrees to indemnify and hold harmless Client from and against any and all costs, claims, demands, losses, expenses and liabilities to the extent arising out of or in connection with Sikich's infringement or misappropriation of any intellectual property right or other trade secret, proprietary, publicity or privacy right of any third party related to the Deliverables. Sikich shall have no such obligations to indemnify Client if: (a) Client modifies or alters or has someone other than Sikich or its authorized contractors, alter or modify the Deliverables in a manner that gives rise to the infringement claims; (b) the claim could have been avoided by using an unaltered current version of the Deliverables which was provided to Client; (c) the claim is based upon any intellectual property, information, design, specification, instruction, software, data, or material not owned and/or created by Sikich or its consultants; or (d) the claim is based upon the combination of any Deliverables with any third party software, hardware, products or services. In the event such a claim is brought and Sikich has the obligation to indemnify Client under this Agreement, Sikich shall, at its option and election, have the right to either: (i) obtain the rights for Client to continue to use such Deliverables; (ii) modify the Deliverables so they no longer are allegedly infringing such third party rights; or (iii) replace such Deliverables with a new version of such Deliverables that does not infringe upon such third party rights; provided, however, that any modification or replacement provided hereunder, does not cause a material difference in the functionality of the Deliverables. This Section 17 (i) is subject to Section 11 and (ii) sets forth Client's sole and exclusive remedy with respect to any claims of actual or alleged infringement, misappropriation or violation of any proprietary rights under or related to this Agreement.

COVENANT NOT TO ASSOCIATE

18. During the term of this Agreement and for a period of one (1) year thereafter (the "**Restricted Period**"), Client will not, directly or indirectly, employ, attempt to employ, or retain any person who performed any of the Services on behalf of Sikich for Client ("Sikich Personnel"). If Client does hire any Sikich Personnel during the Restricted Period, then a fee equal to one hundred fifty percent (150%) of the total compensation paid by Sikich to such employee or other person in the immediately prior twelve (12) months is due to Sikich. Client shall be jointly and severally liable with such third party for payment of the above described fee to Sikich if Client's third party hires any Sikich Personnel. The parties agree that the fees described in this Section 18 shall constitute liquidated damages for such a breach that the parties agree is reasonable compensation to the other for its damages incurred as a result of the breach. The provisions of this Section 18 shall not apply to any person hired pursuant to a general solicitation.

FORCE MAJEURE

19. Sikich shall not be deemed in default of any provision of this Agreement or be liable for any delay, failure in performance, or interruption of the Services resulting directly or indirectly from acts of God, electronic virus attack or infiltration, civil or military authority action, civil disturbance, war, strike and other labor disputes, fires, floods, other catastrophes, and other forces beyond its reasonable control.

DISPUTE RESOLUTION

20. Negotiation: In the event that a dispute arises between Sikich and Client that cannot be resolved in the normal course of doing business after making good faith efforts to do so, within ten (10) business days after receipt of a written request by either party, authorized senior officials with decision making authority of each party shall meet (in person or via electronic means) to resolve the dispute. If the designated officials cannot resolve the dispute within ten (10) business days following their initial meeting, then the dispute shall be referred to arbitration pursuant to Section 21 hereof.

21. Arbitration: Except as provided in Section 28 and Section 34 with respect to injunctive relief, and except claims by Sikich for non-payment of amounts owed hereunder, any controversy or claim arising out of or in any way relating to this Agreement or the breach thereof, shall be settled by arbitration in the City of Des Moines, Iowa in accordance with the applicable rules of the American Arbitration Association and judgment

upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. The parties hereby waive their right to have any such disputes and claims litigated by a jury. In all such situations (arbitration or a court of competent jurisdiction) Iowa law shall apply.

TERM AND TERMINATION

22. The **"Term"** of this Agreement shall be for one (1) calendar year commencing on the Effective Date, and will automatically be extended on an annual basis unless Sikich or Client provides written notice of non-renewal at least thirty (30) days prior to the end of the then-effective Term. Notwithstanding the foregoing, at any time during the Term, either Sikich or Client may elect to terminate this Agreement by providing thirty (30) days prior written notice to the other party. Termination of this Agreement shall terminate all SOWs as of the Effective Termination Date (as defined below) without any further action or notice by the parties. Termination of one or more SOWs shall not result in the termination of any other SOW or this Agreement. Termination of this Agreement shall become effective (the "Effective Termination Date") on the 30th day following delivery of written termination notice by one party to the other. Unless an earlier date is otherwise agreed to by the parties, Sikich shall stop work under this Agreement and all SOWs on the Effective Termination Date. On the Effective Termination Date: (a) Sikich shall be compensated for the work completed up to the Effective Termination Date; (b) Sikich shall be reimbursed for all out-of-pocket expenses incurred up to the Effective Termination Date; (c) Sikich shall deliver to Client its work product and documentation in connection with any uncompleted Deliverables with the understanding that such unfinished Deliverables are provided "AS IS," without any warranties, express or implied; and (d) the parties shall have no further obligations to each other.

23. Survival. The following provisions shall survive any termination or suspension of this Agreement: Sections 1, 4-6 and 12-40.

CONFIDENTIALITY

24. **"Confidential Information"** shall include all information and materials; (a) developed during the Term, including any renewals or extensions and within the scope of this Agreement and any SOWs, and/or (b) transmitted or shared between the parties since the start of negotiations to enter into this Agreement or any SOWs and until its expiration or termination, including any renewals or extensions. The receiving party and its contractors warrant that it shall use reasonable care, but in no case less than the care the receiving party uses with regard to its own Confidential Information, to ensure that any Confidential Information, to which the receiving party has obtained possession or knowledge of in connection with this Agreement (from the disclosing party), will not be disclosed to any third parties, in whole or in part, without the prior written permission of the disclosing party. Sikich shall use Confidential Information of Client solely for purposes of providing Deliverables and Services under this Agreement. Notwithstanding anything to the contrary in Sections 24-28, either party may disclose Confidential Information if required to do so by law, rule or regulation or by subpoena, court order, regulatory proceeding or similar judicial or governmental process.

25. Neither party shall have the obligation to maintain the confidentiality of any Confidential Information that: (a) at the time of disclosure, had been independently developed by the receiving party or was in the receiving party's lawful possession prior to receipt from the disclosing party; (b) is lawfully obtained by the receiving party from a third party that, to the knowledge of the receiving party, did not acquire the information under an obligation of confidentiality; (c) is at the time of disclosure, or thereafter, becomes publicly known through no act or omission by the receiving party or its employees; or (d) is independently developed by the receiving party, its employees or agents who did not have access to Confidential Information of the disclosing party.

26. Upon the disclosing party's request, the receiving party will immediately return or destroy any or all Confidential Information that has been provided to it by the disclosing party. Notwithstanding the foregoing, the receiving party shall not be required to erase Confidential Information that has been saved to a back-up file in accordance with its ordinary document retention policies and procedures and may continue to store Confidential Information solely for such purpose and for such period as required to comply with such policies and procedures and any applicable law or regulation.

27. The parties shall maintain the confidentiality of the Confidential Information as set forth in Sections 24-26 during the Term, including any renewals or extension thereof, and for five (5) years following the expiration or termination, including any renewals or extensions, of this Agreement.

28. Injunctive Relief: Each party recognizes and acknowledges the substantial competitive value and confidential nature of the other party's Confidential Information, and that such party may suffer irreparable harm, for which monetary damages would be an inadequate remedy, if such Confidential Information were disclosed in violation of this Agreement. Therefore, in addition to any other available rights or remedies available under this Agreement, at law or in equity, each party shall have the right to seek an injunction issued against the other party to prevent actual or threatened breach of Sections 24-27, without the posting of a bond or any other security or the proof of actual damages.

29. Client hereby acknowledges and consents to Sikich's use of third-party cloud computing services to store confidential and proprietary information and other data of the Client, and agrees that Sikich's use of such cloud services coupled with the use of encrypted devices, password protections and firewall protection shall constitute the best efforts of Sikich to safeguard such information and data from unauthorized disclosure. Client further agrees that, subject to applicable law, Sikich shall only be liable if it has finally judicially been determined that Sikich did not take commercially reasonable measures to protect the confidential and proprietary information and other data of the Client from unauthorized disclosure.

30. As a result of Sikich's prior or future services to the Client, Sikich might be requested or required to provide information or documents to the Client or a third party in a legal, administrative, regulatory inquiry or arbitration or similar proceeding in which Sikich is not a party. If this occurs, Sikich's efforts in complying with such requests will be deemed billable to Client as a separate engagement. Sikich shall be entitled to compensation for its time and reasonable reimbursement for its expenses (including legal fees) in complying with the request.

TAXES

31. Client acknowledges and agrees that it is responsible for sales or use tax lawfully imposed on its retail purchases of Services or Deliverables from Sikich. Client will determine for each SOW issued under this Agreement whether to pay such tax to Sikich or to issue an appropriate fully completed certificate of exemption to Sikich to relieve Sikich of the legal obligation to collect and remit such tax. Client agrees to indemnify and hold Sikich harmless for any sales or use, transaction or gross receipt taxes and any interest and/or penalties, imposed or subsequently assessed against Sikich by any state or local jurisdiction based upon any transaction which is the subject of this Agreement, and any reasonable attorneys' fees and costs incurred by Sikich as a result of the same.

SEVERABILITY

32. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

HEADINGS

33. Section headings have been included in this Agreement merely for convenience of reference. They are not to be considered part of, or to be used in interpreting this Agreement.

APPLICABLE LAW

34. The substantive laws of the State of Iowa shall govern this Agreement in construction and enforceability without regard to its conflict of laws principles. Each party reserves the right to seek injunctive relief provided, however, any such action must be instituted and maintained in a state court in Polk County, Iowa, or in a federal district court in the Southern District of Iowa.

ASSIGNMENT

35. Neither party shall assign this Agreement, or any of its rights and obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other party; provided, however, that either party may assign all, but not part, of its rights and obligations under this Agreement to its successor by way of merger, corporate reorganization or sale of all or substantially all of its assets, provided such successor assumes all of such party's obligations under this Agreement. Subject to the foregoing restriction on

assignments, this Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors, assigns and legal representatives.

NOTICES

36. All notices and demands of any kind or nature which either party to this Master Agreement may be required or may desire to serve upon the other in connection with this Master Agreement shall be in writing and may be served personally, by certified mail, by a nationally recognized private delivery service or by email with confirmation of transmittal and posting by certified mail to the address set forth on page one of this Master Agreement. Service of such notice or demand so made shall be deemed complete: (a) when delivered, if by personal delivery or certified mail; (b) one (1) day after delivery to a nationally recognized private delivery service; or (c) upon transmission, if by email with confirmation of transmittal and posting by certified mail.

WAIVER; COUNTERPARTS; ELECTRONIC SIGNATURES

37. A waiver by any party to this Agreement of any term or condition shall not be deemed or construed to be a general waiver of such terms or conditions or a waiver of any subsequent breach. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. In order to facilitate execution of this Agreement, pdf signatures shall be deemed to be original signatures. Each party agrees that the electronic signatures, whether digital or encrypted (e.g., DocuSign or similar electronic signature technology), of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

ENTIRE AGREEMENT; AMENDMENT

38. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and all prior negotiations, understandings and arguments are merged herein. This Agreement may not be modified, amended or otherwise changed in any manner except by a written instrument executed by the party against whom enforcement is sought. In the event Client requires Sikich to execute a purchase order or other documentation in order to receive payment for Services, the terms and conditions contained in such purchase order or documentation shall be null and void and shall not govern the terms of this Agreement or any SOW.

EXPORT ADMINISTRATION REGULATIONS

39. Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the Services and Deliverables. Client agrees that such export control laws govern its use of the Deliverables (including technical data) and Client agrees to comply with all export laws and regulations (including "deemed export" and "deemed re-export" regulations). Client agrees that no data, information, program and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

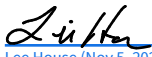
ENFORCEMENT EXPENSES

40. If any proceeding shall be instituted by either of the parties hereto for the enforcement of any of the rights or remedies in and under this Agreement through arbitration or otherwise, the party in whose favor an award shall be rendered therein shall be entitled to recover from the losing party all costs reasonably incurred by the prevailing party, including, but not limited to, court and arbitration costs and reasonable expert witness and attorneys' fees.

[Signature Page Follows]

This Professional Services Master Agreement is made in Grimes, Polk County, Iowa on the date that it is accepted by City of Grimes set forth below.

Sikich LLC

Signature: 
Lee House (Nov 5, 2024 13:06 EST)

Name: Lee House

Title: Principal

Dated: 11/05/2024

City of Grimes

Signature:

Name:

Title:

Dated:

RESOLUTION 11-2124 APPROVING STATE OF IOWA ALCOHOL LICENSES

Grimes Resolution No. 11-2124

WHEREAS, the Grimes City Code 5-1-4 states the City Council shall either approve or disapprove the issuance of liquor licenses or retail wine and beer permits;

WHEREAS, after consideration by the City Council, the City Clerk shall forward such decision to the Iowa Alcoholic Beverage Division for further action;

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

PASSED and APPROVED on November 12, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

City Council Meeting October 2, 2024
ABD License Renewal

1. **Stevie C's** – 204 SE Main Street
2. **Uptown Bar & Grille** – 201 SE Main Street
3. **Casey's General Store #3746** – 1650 NE Beaverbrooke Boulevard
4. **Kwik Star #1024** – 1450 NE Gateway Drive

CITY COUNCIL COMMUNICATION
Meeting Date: 11/12/2024

AGENDA ITEM: Resolution Approving Improvements to Public Works Site

BACKGROUND: The City has recently made improvements to the Public Works site. New fencing and security gates need to be installed adjacent to the site improvements. Installing fence and security gates at the Public Works facility is necessary to enhance safety, accessibility, and functionality for employees and visitors.

BUDGETARY CONSIDERATIONS: \$53,426.00 from building maintenance CIP

STRATEGIC PLANNING:

Prioritized: ____YES ____X__NO

*High-Performing Organization/Exception Professional Services ____X__

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION 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 APPROVING IMPROVEMENTS TO PUBLIC WORKS SITE

Grimes Resolution No. 11-2224

WHEREAS, the Public Works facility serves as the hub for the maintenance and operation of City infrastructure, and

WHEREAS, the new entrance of the facility requires secured gates and fencing to enhance operational efficiency and employee safety; 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 pricing meets the policy requirements; and,

WHEREAS, investing in modernizing the Public Works facility aligns with the city's commitment to a high-performing organization;

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 American Fence Company to install gates and fencing to the Public Works facility.

PASSED and APPROVED on November 12, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

AMERICAN FENCE COMPANY



Omaha Lincoln Des Moines Sioux Falls Grand Island Rochester Sioux City Cedar Rapids
AmeriFence Corporation – Kansas City AmeriFence Corporation of Wisconsin

6300 NW Beaver Drive Johnston, IA 50131

Phone: 515-265-6100

Fax: 515-265-6108

PROPOSAL

Date: 10/3/2024
Contact: Estimating Department
Project: City of Grimes Maintenance Shop
Project Location: 1700 SE Destination Dr, Johnston, IA
Scope: 8' tall black chain link. <i>Note: This scope of work is specific and limited to the following:</i>
Addendum Received: None
Specifications Section: None Plan Sheets: C2.1 & C4.1

Project Scope Information:
1. Provide and install 362LF of 8' tall black chain link fence. Line posts will be 2 ½" diameter and term posts will be 3" diameter. The cantilever gates will have 4" diameter gate posts. Install (1) 3' pedestrian walk gate. The top rail will be 1 5/8" diameter with bottom tension wire included. The fence fabric will be 2" diamond mesh with knuckle selvage on top and bottom. A boom lift and lull will be rented to install the main overhead single track cantilever gate. All posts will be set in footings. Measurements for the gates will be taken when the posts are set and the gates will then be fabricated. \$36,771.00 2. American Access Company will provide and install (2) Liftmaster INSL24UL, post mounted. Safeties will include reflective photoeye sensor across driveway and wireless edge sensor on the tail section of the gate. Wireless edge sensor will include 2 AA batteries, recommended to be changed annually. 4'x8' Free exit safety loop will be cut and sealed into the existing pavement. American Access Company will not provide, install or terminate wires or conduit for high voltage. American Access Company will not provide, install or terminate wires or conduit for external access control systems. \$16,655.00

Project Specific Notes:
1. No delegated design. No engineering or stamped engineered drawings. Add \$2,200.00
2. Dirt removal not included
3. No core drilling or concrete cutting included
4. No potholing or hydro excavation included. If required, it will be an additional charge.
Submittals: 2 weeks
Start Date: Once approved, allow 5 weeks for receipt of materials.
Working Days Included: 20 days upon approved submittals and receipt of materials.
Crew Size: 2-3 depending upon available work.
Project specific supervision: Not included.
<i>Notes are specific to the scope and directly impact project pricing. If not agreeable, advise prior to acceptance.</i>

Project Pricing: \$53,426.00
<i>Unless otherwise stated, pricing does not include sales tax, subject to change after 10 days of date of proposal. This proposal is not binding unless signature is affixed to page two. Do not sign and return this sheet without signed second page.</i>

Contact Information: Elliott Christians E.Christians@AmericaFence.com 712-304-7192
If project is over budget, please contact me for Value Engineering options.

Standard Notes & Exclusions: Unless otherwise noted:
1. One mobilization is included for the installation of the fence.
2. Block-out(s) in concrete / masonry for fence by others. No core drilling included. Sleeves required but not provided by AFC.
3. No surveying and/or staking included. Fence line to be staked by others.
4. Private utilities to be located by others in accordance with State's One Call System standards. In the event these utilities are damaged as a result of improper locating, AFC will not be responsible for damages and associated costs.
5. Fence line to be staked clear of utilities. No excavation included for digging within 18" of utilities but at additional expense. Hand excavation due to interference with utilities at \$35.00 per post hole.
6. No permits, bonds, dues, completed operations, or primary-none contributory included.
7. No project specific employee background, drug screen or DMV history included. Add \$65.00 per employee if required.
8. No removals, grading, grubbing, and/or demolition are included.
9. No electrical wire, wiring, grounding, conduit, connections, and/or initial electrical/controls set-up. Only after electrician has confirmed connections and operations, AFC will review installation.
10. AFC will not be subject to liquidated damages or back charges as a result of delays.
11. Material fabricated per plans. No field verification, engineering, delegated design included.
12. Accounts not paid within thirty days will be charged eighteen percent (18%) per annum. No retention to be withheld.
13. No prevailing, union or Davis – Bacon wages included.
14. No participation in billing processing programs, Textura. Participation fee to be added to contract if required.

REV 08-23-16

(Page Break)

Terms and Conditions

By signing this proposal, the customer has completely reviewed and agreed with the prices, specifications and conditions as stated herein. Furthermore, the customer is authorizing American Fence Company / AmeriFence Corporation to complete the work. Unless stated, the fence does not include a warranty. Customer is financially responsible for cancellation fees and costs of special order materials if the customer elects to cancel the contract. TERMS: 60% Down. Balance due on date of completion. No retention to be withheld. If withheld without approval, the contract amount will be 5% more than what is shown on the proposal. Service and handling charge of 1.5% per month-18% per annum applies to delinquent accounts not paid within 5 days of completion. Customer assumes full responsibility for location of property pins, staking of fence, and inaccurately placed pins and stakes. Customer understands that American Fence Co. may stake the fence based on the proposal and/or in consideration of existing utilities that do not reflect the actual location of customer's property. Customer agrees to defend, hold harmless and indemnify American Fence Co. against claims, liabilities and expenses for trespass and damage arising out of location of said fence. Customer assumes full responsibility for damage to marked and unmarked underground utility, telephone, T.V., cable or sprinkler systems. Customer requests, agrees or allows American Fence Co. to locate the fence within 18 inches of any buried utilities; customer agrees to defend, hold harmless and indemnify American Fence Co. against all claims, liabilities and expenses as a result of damage to these utilities and property. If the contract price is not paid when due, customer agrees to allow American Fence Co. to trespass on to their property and remove fence at the company's discretion. Furthermore, customer agrees to indemnify and hold harmless American Fence Co. for any damage done to the property as a result of removal of the fence. All modifications shall be in writing and shall be affixed to the original bid. This agreement and subsequent modifications shall be contingent upon strikes, accidents, shortages or delays beyond the control of American Fence Co. Time stated for installation is purely estimated. Customer agrees and accepts that AFC will not extend discounts or credits for any delays or be held responsible for interest charges on any payments made by customer. Changes to the fence due to varying ground conditions are not the responsibility of American Fence Co. Customer to carry fire, tornado and other necessary insurance. This proposal cannot be withdrawn by customer after acceptance of proposal. American Fence Co. has the right to reject any bid. Legal and related fees accrued in an effort to collect on this account for whatever reason will be the responsibility of the customer. By signing this proposal, customer has completely reviewed and agreed with the prices, specifications and conditions as stated herein. Furthermore, customer is authorizing American Fence Co. to complete the work. The customer is financially responsible for cancellation fees and costs of special order materials in the event the customer elects to cancel the contract. TERMS: 60% Down. Balance due on substantial completion. Service and handling charge of 5% per month-60% per annum will apply to delinquent accounts past 10 days. Customer acknowledges that this is page two of two and has received page one.

By signing below, I acknowledge and agree with all stated herein inclusive of both pages one and two of this proposal.

Customer signature:_____ Date:_____

Customer printed name:_____ Date:_____

REV 02-03-16

CITY COUNCIL COMMUNICATION
Meeting Date: 11/12/2024

AGENDA ITEM: Resolution Approving Personnel Transactions

BACKGROUND: This resolution authorizes names of individuals and their specific rates of pay to fill positions consistent with job descriptions and salary ranges previously approved and adopted by City Council, in the normal course of the HR Department's business. The resolution also authorizes the voluntary resolution of a legal claim involving a former part-time employee.

BUDGETARY CONSIDERATIONS: Any adjustments recommended in this resolution are within existing budgets for the current fiscal year unless stated otherwise.

STRATEGIC PLANNING:

Prioritized: ____ YES ☒ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS: n/a

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Erik Fisk, Director Human Resources, 515-986-3036, efisk@grimesiowa.gov

Prepared by: Erik Fisk

Return to: Erik Fisk, Lindsey Edgeton, Marcia Woodke, Carol Thornburg

RESOLUTION APPROVING PERSONNEL TRANSACTIONS

Grimes Resolution No. 11-2324

WHEREAS, for completing the probationary period and receiving appropriate performance review, Economic Development Director Katie Lord is entitled to an adjustment of pay to an annual salary of \$144,528.67, to be effective on the first day of the first pay period following the conclusion of her six-month probationary period on November 1, 2024.

WHEREAS, the pay adjustment applicable to Recreation Coordinator Ben Schoning was erroneously reported as having an effective date of September 24, 2024, and should have been referenced to apply to the first pay period following the conclusion of his six-month probationary period of September 4, 2024.

WHEREAS, the HR Director, in consultation with the Parks and Recreation Department and the Library department, has determined the need for a clarified internship policy and has proposed the attached policy which is attached and by reference incorporated herein. Also attached and incorporated by reference is a job description for an unpaid student internship. WHEREAS, the HR Director, in conjunction with the IT Director, have determined that the current GIS Technician role should be amended and reclassified to a GIS Analyst, with an expanded scope of responsibilities, reclassification to exempt status, and pay range of \$80,727.65 to \$107,872.50. A copy of this amended job description is attached hereto and incorporated herein as approved by the City Council. Further, in such reclassification, the existing GIS Technician Greg Jameson shall have his pay adjusted to an annual salary of \$87,513.86.

WHEREAS, the HR Director, in conjunction with the IT Director, have determined that the current IT Coordinator role shall be amended to a User Support Technician, with the pay range and FLSA status to remain the same. A copy of this amended job description is attached hereto and incorporated herein as approved by the City Council.

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

PASSED and APPROVED on November 12, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

City of Grimes Job Description
Council Approval: <insert date here>

Title: User Support Technician

Department/Location: Information Technology (IT), Grimes Community Complex

FLSA/Pay Status: Hourly

Hourly/Annual Pay: \$33.58 - 43.84 Hourly

Reports to: IT Director

Position Overview:

The User Support Technician helps support the technology needs of all city operations. The User Support Technician provides technical assistance and support to city employees, troubleshoots technology issues, and ensures seamless operation of all City IT systems. Requires a strong background in Microsoft technologies, excellent troubleshooting skills, and a commitment to delivering exceptional customer service.

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.)

Provides first-level technical support to City employees via phone, email, or in person.

Troubleshoots hardware and software issues, including desktops, laptops, printers, and peripherals.

Assists with the installation, configuration, and maintenance of software applications and operating systems.

Creates and manages user accounts and permissions in Active Directory.

Supports and maintains Office 365 applications, including Outlook, Word, Excel, and Teams.

Provides training and guidance to users on technology-related matters.

Documents and tracks all support requests and resolutions in a ticketing system.

Collaborates with other IT team members to resolve complex technical issues.

Assists with IT projects and initiatives as needed.

Qualifications:*Education/Experience:*

Minimum of a two-year degree in Computer Science, Information Technology, or a related field, or equivalent work experience. Three to five years experience in commercial information technology service/installation and/or high-speed networks preferred. Previous experience working in a municipal government environment preferred.

Licenses/Certifications:

Valid driver's license with access to transportation with insurance at required state levels to conduct business throughout the relevant areas. Certification in relevant technologies, such as Microsoft Certified: Modern Desktop Administrator Associate or CompTIA A+ preferred.

Knowledge and Skills:

Strong troubleshooting skills with the ability to diagnose and resolve technical issues efficiently.

Excellent customer service skills with a focus on providing a positive support experience.

Proficiency in Microsoft technologies, such as Active Directory, Office 365, and Microsoft desktop and server operating systems.

Familiarity with networking concepts and protocols, such as TCP/IP, DNS, DHCP, VLANs, and VPNs.

Familiarity with VoIP phone systems and call flow / routing.

Working Conditions and Physical Requirements:

Mostly sedentary office work with occasional light work requirements to lift or carry up to 25 pounds.

Ability to speak, hear, and see to share information, receive instructions, and complete tasks using a computer screen and typical office equipment including printers/copiers, telephones and similar, with or without modifications.

Ability to function productively in a standard office environment accessing cabinets, shelving, work areas, with occasional ability to navigate rough/uneven terrain in seasonal weather conditions on development or construction sites, with occasional exposure to construction noise and dust.

The City of Grimes is an Equal Opportunity Employer. This job description reflects the administration's assignment of essential functions, and nothing herein restricts the administration's right to assign duties and responsibilities to this job at any time. This job description is not a contract for employment.

City of Grimes Job Description
Council Approval: <insert date here>

Title: GIS Analyst

Department/Location: Information Technology (IT), Grimes Community Complex

FLSA/Pay Status: Exempt

Hourly/Annual Pay: \$80,727.65 - \$107,872.50

Reports to: IT Director

Position Overview:

The GIS Analyst builds, maintains, and continuously improves the City of Grimes Geographic Information Systems (GIS). Participates in various aspects of GIS stewardship including database design and maintenance, server management, data analysis and distribution, and the production of reports, maps, and other GIS outputs.

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.)

Develops and maintains web and geospatial databases, GIS services and applications, and develops models, scripts and custom tools to automate processes.

Performs geospatial analysis on GIS databases and related data, producing maps, reports, web services, applications, and database extracts as appropriate.

Plans, develops, implements, and supports web GIS applications to facilitate department business processes, integrate with other platforms and applications, and broaden the use and access of GIS technologies.

Interacts and coordinates with City staff to meet their GIS business needs and guide development of department-specific GIS projects.

Administers the City's GIS including server and client software installation, hardware and device maintenance, and troubleshooting.

Diagnoses and resolves issues related to GIS data, software, and hardware problems; monitors and maintains the health of GIS servers.

Provides GIS education and training to City staff across a broad range of skill sets and experience levels; creates documentation to support training and best practices.

Attends and participates in GIS and technical committee meetings, subcommittee meetings, and project meetings as necessary.

Qualifications:

Education/Experience: BA/BS in related technology field (Computer Science, Geography, Engineering, Geographic Information Systems) required. Five (5) years of experience using ESRI Geographic Information Systems software. Experience using ArcGIS Enterprise required. Previous experience working in a municipal government environment preferred.

Licenses/Certifications:

Valid driver's license with access to transportation with insurance at required state levels to conduct business throughout the relevant areas. Technical certification preferred, such as GIS Professional Certification (GISP), ESRI Developer Technical Certification, or ESRI Enterprise Technical Certification.

Knowledge and Skills:

Comprehensive knowledge of the ESRI ArcGIS product suite, GIS and cartography related software, platforms, applications, and equipment.

General technical knowledge in spatial database design and maintenance, programming logic, computer operating systems, and networks, technical troubleshooting.

Ability to read and use zoning maps, quarter-section maps, plat maps, land use maps, aerial maps, blueprints and engineering plans; apply geospatial standards and best practices; and ability to collect and organize data into clear and concise charts, maps, and reports

Knowledge of project management principles and practices, organizing and prioritizing assignments to meet deadlines, working efficiently both independently and as part of a team, establishing and maintaining cooperative working relationships, and ability to communicate effectively verbally and in writing.

Working Conditions and Physical Requirements:

Mostly sedentary office work with occasional light work requirements to lift or carry up to 25 pounds.

Ability to speak, hear, and see to share information, receive instructions, and complete tasks using a computer screen and typical office equipment including printers/copiers, telephones and similar, with or without modifications.

Ability to function productively in a standard office environment accessing cabinets, shelving, work areas, with occasional ability to navigate rough/uneven terrain in seasonal weather conditions on development or construction sites, with occasional exposure to construction noise and dust.

The City of Grimes is an Equal Opportunity Employer. This job description reflects the administration's assignment of essential functions, and nothing herein restricts the administration's right to assign duties and responsibilities to this job at any time. This job description is not a contract for employment.

City of Grimes Internship Program Policy

Policy Purpose

This policy establishes the framework for the **Internship Program** in the City of Grimes. The program aims to foster **community partnerships, develop hiring pipelines, and upskill the local workforce**. It provides practical learning opportunities within municipal departments, helping participants gain relevant public sector experience while supporting the City's strategic workforce initiatives.

Program Objectives

1. Talent Development and Workforce Readiness

- Create pathways for individuals to explore careers in public service.
- Equip participants with practical skills relevant to municipal operations.
- Establish a talent pool for future hiring opportunities.

2. Community Partnerships

- Strengthen collaboration with educational institutions, community organizations, and residents.
- Promote civic engagement by involving the local community in public sector work.

3. Upskilling the Local Labor Pool

- Provide participants with hands-on experience that enhances career readiness.
- Offer mentorship and exposure to key functions within municipal operations.

Program Structure and Guidelines

- **Program Length:** Typically 8–12 weeks, with flexibility to align with academic calendars or personal availability.
- **Work Hours:** Variable, dependent on program requirements and availability
- **Placement:** Interns may be placed in various municipal departments based on their interests and the City's operational needs, such as:
 - Human Resources
 - Library
 - Public Works
 - Community Development
 - Finance
 - Parks and Recreation
 - Marketing & Communications

- Supervisors will assign tasks aligned with each intern's career interests, providing structured learning experiences and feedback. Participants will engage in meaningful projects that contribute to the City's initiatives.

Eligibility Criteria

The program is open to individuals, including:

- Students, recent graduates, and residents with an interest in public service or civic engagement.
- Individuals seeking to develop professional skills applicable to government operations.

Program Administration

- **Oversight and Coordination:** The City's Human Resources Department will oversee the program and manage applications, placements, and supervision.
- **Mentorship and Evaluation:** Supervising staff will provide guidance, performance feedback, and professional development opportunities.
- **Compliance and Risk Management:** All participants must adhere to the City's policies, including workplace conduct, confidentiality, and safety protocols.

Application and Selection Process

Available internship opportunities will be posted on the City of Grimes careers page, by another approved process. If posted on the careers page, applications will be accepted online through the determined application deadline. Applicants will be required to submit a completed application form, resume, and any other relevant documentation. Selected individuals will be contacted for interviews and placed in appropriate departments based on alignment with City needs and participant interests.

Certain internship programs will be paid; others unpaid. Programs will be established on a case-by-case basis and according to business needs and internship requirements.

Program Benefits

- **Workforce Pipeline Development:** The program supports talent acquisition efforts by cultivating a pool of qualified individuals.
- **Strengthened Community Ties:** It fosters stronger connections between the City and its residents, educational institutions, and organizations.
- **Public Sector Skill Development:** Participants gain valuable experience that improves their career readiness for future employment opportunities.

Diversity, Equity, and Inclusion Commitment

The City of Grimes is committed to fostering a diverse and inclusive workforce. This program encourages participation from individuals of all backgrounds and abilities, in alignment with the City's core values of **equity, transparency, and public service**.

Program Review and Evaluation

The Human Resources Department will periodically assess the effectiveness of the internship program to ensure alignment with City goals and workforce needs. Adjustments will be made as needed to maximize the program's impact on both participants and municipal operations.

This policy reflects the City of Grimes's commitment to **engaging the community, developing workforce capacity, and promoting public service opportunities** as part of its strategic mission.

City of Grimes Job Description

Council Approval:

Title: Student Intern

Department/Location: Any

FLSA/Pay Status: N/A

Hourly/Annual Pay: Unpaid Internship

Position Overview:

The City of Grimes is committed to developing positive, long-lasting partnerships with the community. One of these partnerships is the Student Internship Program. Our goal is to provide practical learning opportunities within municipal departments, helping participants gain relevant public sector experience while supporting the City's strategic workforce initiatives.

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.)

- Undertake and/or participate in projects and programs designed to develop professional skills and expertise appropriate to the needs of the organization.
- Participate in the planning and implementation of unit projects and initiatives within area of expertise.
- Shadow staff to learn and understand department services, processes and procedures.
- Receive guidance, training, and mentoring from professional personnel.
- Interact with internal and external customers.
- Perform administrative and clerical duties under the supervision of staff.

Qualifications:

Education/Experience: Current student with an interest in public service or civic engagement. An individual seeking to develop professional skills applicable to government operations.

Licenses/Certifications:

N/A

Knowledge & Skills:

- Ability to communicate effectively, both orally and in writing.
- Ability to understand and follow instructions.
- Ability to interact with customers in a professional manner.
- Ability to work independently and in a team environment.

Working Conditions and Physical Requirements:

- Light work, exerting up to 20lbs of force frequently and/or a negligible amount of force constantly to move objects.
- Stand or sit, walk, use hand/fingers to handle or feel, talk/hear, see, reach, and repetitive motion.

The City of Grimes is an Equal Opportunity Employer. This job description reflects the administration's assignment of essential functions, and nothing herein restricts the administration's right to assign duties and responsibilities to this job at any time. This job description is not a contract for employment.

CITY COUNCIL COMMUNICATION
Meeting Date: 11/12/2024

AGENDA ITEM: Resolution Accepting Public Improvements in the Donovan Marine Grimes Site Plan

BACKGROUND: The public improvements for sanitary sewer and water main identified within the site plan have been completed and in a condition to be accepted by the City and the City engineer has recommended such acceptance.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Evann Martin, Senior Planner, 515-986-4050, emartin@grimesiowa.gov

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

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN THE DONOVAN MARINE
GRIMES SITE PLAN

Grimes Resolution No.

WHEREAS, approval of the site plan for Donovan Marine (the “Plan”) has previously been given by the Grimes City Council; and

WHEREAS, the approved construction drawings identified certain public improvements to be constructed; and

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

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

1. That the public improvements in the Donovan Marine site plan, including sanitary sewer and water main are hereby accepted and incorporated into the respective sanitary sewer and water main systems in the City of Grimes.
2. This resolution shall be filed of record with the Polk County, Iowa Recorder.

PASSED and APPROVED on November 12, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

CERTIFICATE OF COMPLETION

Donovan Marine Grimes

Grimes, Iowa

November 12, 2024

This is to certify that the public improvements associated with Donovan Marine have been completed in substantial compliance with the plans and specifications for the project. The acceptance date for the beginning of the four-year maintenance bond period will be October 2, 2023. I hereby recommend the acceptance of the project.

Respectfully submitted,



Tony Hanson
Senior Engineering Technician

CITY COUNCIL COMMUNICATION
Meeting Date: 11/12/2024

AGENDA ITEM: Presentation from GVSS

BACKGROUND: Presentation from GVSS

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: ____ YES ____ NO

*High-Performing Organization/Exception Professional Services ____

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Prepared by:

Return to:

CITY COUNCIL COMMUNICATION
Meeting Date: 11/12/2024

AGENDA ITEM: Ordinance Amending the Grimes Code of Ordinances Section 1-2-4 Relating to the Election of City Council Members

BACKGROUND: Currently, the Mayor and Council terms are unbalanced, where the Mayor and 3 Council members are on one election cycle while two council members are on another. The aim of the proposed ordinance is to provide for a rebalancing of terms so that the Mayor and 2 Council members are up for reelection, then 3 Council members are up on the opposite cycle. The proposal is to accomplish this rebalancing by providing for a one-time 2-year term for one of the council seats open in 2025. Thereafter, it would revert to a 4-year term and, going forward, three elected officials would be up every two years.

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Rachel Greving, City Clerk, 515-986-4050, rgreving@grimesiowa.gov

Prepared by: Rachel Greving

Return to: Rachel Greving



ORDINANCE _____

AN ORDINANCE AMENDING THE GRIMES CODE OF ORDINANCES SECTION 1-2-4 RELATING TO THE ELECTION OF CITY COUNCILMEMBERS

BE IN ENACTED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA

SECTION 1. Purpose. The purpose of this Ordinance is to amend the Grimes Code of Ordinances relating to election of City Councilmembers to balance the number elected in the overlapping bi-annual election of city officials.

SECTION 2. Amendment. Grimes Code of Ordinances Chapter is amended by adding a new Section 1-2-4 as underlined:

1-2-4 Number and Term of Council:

The Council consists of five (5) Council Members elected at large for overlapping terms of four (4) years, except for the city election scheduled on November 4, 2025, when the open at large Council positions shall be filled as follows:

1. **Two 4 Year Term Positions**-Two four (4) year term Council positions will be filled by the top two candidates receiving the most votes for those positions.
2. **One 2 Year Term Position**-One two (2) year term Council position will be filled by the candidate receiving the most votes for that position.

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5: Effective Date. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the City Council on this ___ day of ___ and approved on this ___ day of ___, 2024.

Scott Mikkelsen, Mayor

Jake Anderson, Acting City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 11/12/2024

AGENDA ITEM: Ordinance 793 Amending the Grimes Code of Ordinances Sections Relating to Responsibilities of City Officers

BACKGROUND: This proposed ordinance aligns purchasing authority provisions with the state code, it modernizes certain titles, human resource practices, reporting structures, and provides for a contractual relationship with outsourced legal services.

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Rachel Greving, City Clerk, 515-986-4050, rgreving@grimesiowa.gov

Prepared by: Rachel Greving

Return to: Rachel Greving



GRIMES ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GRIMES CODE OF ORDINANCES SECTIONS RELATING TO RESPONSIBILITIES OF CITY OFFICERS

BE IN ENACTED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA

SECTION 1. Purpose. The purpose of this Ordinance is to amend the Grimes Code of Ordinances relating to the duties and responsibilities of city officials, to more accurately state the current and/or preferred management of the city, and to eliminate unnecessary duplication or inconsistency with the Iowa Code specifications for those offices.

SECTION 2. Amendment. Grimes Code of Ordinances Chapter are amended as underlined or stricken:

A. Sections 2-3-3(1) relating to the Council is amended as follows:

Approved Action by Council. Passage of an ordinance, amendment, or resolution requires an affirmative vote of not less than a majority of the Council members. A motion to spend public funds in excess of ~~ten thousand dollars (\$10,000.00)~~ one hundred thousand (\$100,000) on any one project, or a motion to accept public improvements and facilities upon their completion also requires an affirmative vote of not less than a majority of the Council members. Each Council member's vote on an ordinance, amendment or resolution must be recorded.

B. Section 2-3-5 relating to the Council is amended and subsequently to be renumbered, as follows:

The Council shall appoint the following officials and prescribe their powers, duties, compensation, and term of office:

1. City Clerk
2. City Attorney
3. City Administrator
4. ~~City Treasurer~~
5. Zoning Board of Adjustment
6. Zoning Administrator

C. Sections 2-4-1 to 2-4-14 relating to the City Clerk are deleted, and 2-4-1 and 2-4-2 are replaced as follows:

2-4-1 Appointment and Compensation:

~~At its first meeting in January following the regular City election the Council shall appoint by majority vote a City Clerk to serve for a term of two (2) years. The Council shall appoint by majority vote a City Clerk to serve at the discretion of the City Manager.~~ The Clerk shall receive such compensation as established by resolution of the Council.

2-4-2 Powers and Duties: General:

The City Clerk is responsible for performing all duties and responsibilities prescribed to the City Clerk by the Iowa Code, Grimes Code of Ordinances, City Policy and the City Manager.

D. Title 2-5 and all of its Sections relating to the Financial Director are deleted.

E. Sections 2-6-1 to 2-6-11 relating to the City Attorney are deleted, and Section 2-6-1 is replaced as follows:

The Council shall adopt a resolution, by majority vote, approving a professional services agreement for municipal legal services. The professional services agreement shall be for a term not to exceed four (4) years. The professional services agreement shall provide a scope of services, responsibilities, performance expectations and compensation.

F. Title 2-7 shall be renamed “City Manager”, and the Sections amended as follows:

2-7-1 Appointment:

The City ~~Manager Administrator~~ is to be appointed by a majority vote of the entire Council. ~~The person so appointed shall be an at-will employee and shall serve at the pleasure of the Council. The Administrator City Manager shall hold office at the discretion of the Council and shall be subject to removal by a majority vote of the entire Council. The City Administrator may or may not have a contract with the City of Grimes. The determination of whether to have a contract with the City Manager Administrator is wholly within the discretion of the Council. The City Manager Administrator shall be subject to the City's Employee Handbook, unless otherwise specified within a contract between the City and the City Manager. However, nothing in the City Employee's Handbook shall remove the Administrator from the "at-will" employment status.~~

2-7-2 Compensation:

The City ~~Manager Administrator~~ shall receive compensation as the Council shall fix from time to time by resolution.

2-7-3 Duties:

The duties of the ~~City Manager Administrator~~ are as follows:

1. Be directly responsible to the Mayor and the Council for the administration of municipal affairs. All departmental administration requiring attention of the Council shall be brought before the Council by the

City Manager Administrator. All Council involvement in departmental administration initiated by the Council must be coordinated through the City Manager Administrator.

2. Supervise and direct the official conduct of departments and employees of the City, ~~specifically including the street, sewer, building and zoning inspectors, water and administration departments.~~

...

2-7-4 Assignment of Duties in Absence of City Manager Administrator:

If the City Manager's Administrator's position is vacant, the City Manager's Administrator's duties outlined in Section 2-7-3 shall be assigned as follows:

1. The Council shall appoint an Interim City Manager Administrator who will be considered an at-will employee and serve at the pleasure of the Council. The Interim City Manager Administrator shall be subject to removal by a majority vote of the entire Council. The Interim City Manager Administrator shall not be subject to an existing City's employee handbook, and shall be considered an administrative employee. The Interim City Manager Administrator shall be responsible for the duties outlined under Sections 2-7-3(1), (2), (4), (8), (10), (12), (13), (14), (15), (17) and (18).
2. The Interim City Manager Administrator ~~and Financial Director~~ shall be jointly responsible for the duties outlined under Sections 2-7-3(4) and (5).

2-7-5 Compensation of Interim City Manager Administrator:

If a vacancy exists in the City Manager's Administrator's position, the Interim City Manager Administrator shall be compensated pursuant to the same method outlined for the City Manager Administrator under Section 2-7-2.

G. Title 2-8 and all of its Sections relating to City Treasurer are deleted.

H. There is nothing in this ordinance that is intended to create a vacancy in any city position, and any city official name changes or changes in duties are not designed to change the current employment or contract status of any current city official employee. In addition, the city code of ordinance administrator is directed to treat any references to "City Administrator" that may be subsequently found in the code of ordinances after adoption of this amendment to the code of ordinances, as a typographical error, and change the reference to "City Manager."

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5: Effective Date. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the City Council on this ___ day of ___ and approved on this ___ day of ___, 2024.

Scott Mikkelsen, Mayor

Rachel Greving, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 11/12/2024

AGENDA ITEM: CIP Presentation

BACKGROUND: The CIP is a multi-year planning document that identifies and prioritizes capital projects, including major infrastructure improvements, public facility upgrades, and investments in transportation, parks, utilities, and other city assets. This plan is aligned with the City Council's strategic goals, as well as with community needs identified through public engagement processes.

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Jake Anderson, City Administrator, 515-986-3036, janderson@grimesiowa.gov

Prepared by: Rachel Greving

Return to: Jake Anderson