

Grimes City Council Agenda

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

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

Mission Statement

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

Grimes City Council Grimes City Council Meeting December 10, 2024 @ 5:30 PM In Person at Grimes Community Center, 410 SE Main Street

AGENDA ITEMS FOR DECEMBER 10, 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 12-0124 Approving Previous Meeting Minutes
 - B. Resolution 12-0224 Claims Report \$2,463,344.23
 - C. Receiving and Filing Reports
 - D. Finance Report for November 2024
 - E. Resolution 12-0324 Approving Design Outreach Sponsored Project Agreement with Iowa State University Regarding the Corridor Beautification Plan
 - F. Resolution 12-0424 on Notice and Intent to Enter Into Lease of City Of Grimes Public Land and Setting Public Hearing - Verizon Cell Tower
 - G. Resolution 12-0524 Approving State of Iowa Alcohol Licenses
 - H. Resolution 12-0624 To Enter into Contract for Professional Services with PFM Financial Advisors, LLC (PFM) for financial advisory services
 - I. Resolution 12-0724 Approving Professional Services Agreement with Confluence Inc for the Grimes 2050 Comprehensive Plan
 - J. Resolution 12-0824 Approving 2025 Grimes Civic Calendar
 - K. Resolution 12-0924 Approving Payments for Professional Services

- a. OPN Invoice #4 - Grimes Public Admin Building \$3,295.59
- b. V&K Invoice #3 - WWTP Decommissioning Plan \$3,993.00
- c. Weitz Invoice #26 (Final) - Grimes Public Library \$10,877.65
- d. Confluence Invoice #5 - Lions Park - Phase 1 \$15,531.58
- L. Resolution 12-1024 Approving Capital Project Payment Requests
 - a. Concrete Connection PA #2 - Public Library Amphitheater \$163,335.40
 - b. Preload PA #12 - Ground Storage Reservoir \$373,615.05
 - c. Concrete Connection PA #1 - 2024 Traffic Calming \$78,183.10
- M. Resolution 12-1124 Approving Fiscal Year 2024-2025 Fall Transfers
- N. Resolution 12-1224 Ordering Construction of the Little Beaver Creek Improvements, and Fixing a Date for Hearing Theron and Taking of Bids Therefor
- O. Resolution 12-1324 Approving Vehicle Purchases
- P. Resolution 12-1424 Amend Contract for Professional Services With OPN Architects, Inc. for Grimes Public Administration Building
- Q. Resolution 12-1524 Approving Consent and Agreement to Improvements Within Overland Flowage Easement, Storm Sewer Easement, and Utility Easement for Lot 19 in Kennybrook Estates Plat 13 - 908 SW 7th Street
- R. Resolution 12-1624 Approving Declaration of Site Restrictions for Lot 1 & 4 in Channon's 2nd North Addition to the Town of Grimes
- S. Resolution 12-1724 Appointing City of Grimes Representation to the Des Moines Area Metropolitan Planning Organization (MPO)
- T. Resolution 12-1824 DELL Unity Storage Expansion
- U. Resolution 12-1924 Approving Change Orders
 - a. Change Order #1 Play-Pro Recreation - GrimesPlex Shade Structures \$51,156.00
- V. Resolution 12-2024 to enter into a Grant Agreement with the United States Department of Transportation for Fiscal Year 2023 Safe Streets and Roads for All Grant Program
- W. Resolution 12-2124 Approving the Assignment and Assumption between the City of Grimes and Central Iowa Water Works
- X. Resolution 12-2224 Approving Central Iowa Water Works Operating Contract
- Y. Resolution 12-2324 Approving Personnel Transactions
- Z. Resolution 12-2424 Setting Public Hearing (02-11-2025, 5:30 PM): Harvest Pointe PUD Rezone
- AA. Resolution 12-2524 Setting Public Hearing (02-11-2025, 5:30 PM): Founders Glen PUD Rezone
- BB. Resolution 12-2624 Approving a Further Assurances Agreement with Central Iowa Water Works

PUBLIC AND COUNCIL AGENDA ITEMS

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

1. Approving the Transfer of Interest in Real Property by the City of Grimes, Iowa to Central Iowa Water Works
 - A. Public Hearing for the Transfer of Interest in Real Property by the City of Grimes, Iowa

to Central Iowa Water Works

- B. Resolution 12-2724 Approving the Transfer of Interest in Real Property by the City of Grimes, Iowa to Central Iowa Water Works
- 2. Maranatha Baptist Church Site Plan Amendment
- 3. Summit Creek Church Site Plan
- 4. Third Reading of Ordinance 792 Amending the Grimes Code of Ordinances Section 1-2-4 Relating to the Election of City Council Members
- 5. Resolution 12-2824 Providing for Closed Session Under Iowa Code Section 21.5 1 (i) to Evaluate the Professional Competency of an Individual whose Appointment, Hiring, Performance, or Discharge is being Considered Necessary to Prevent Needless and Irreparable Injury to that Individual's Reputation and that Individual Requests a Closed Session
 - A. Recess Open Session
 - B. Rise from Closed Session
 - C. Reconvene Open Session
 - D. Actions or Comments from Closed Session

ADJOURNMENT

RESOLUTION 12-0124 APPROVING PREVIOUS MEETING MINUTES

Grimes Resolution No. 12-0124

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 December 10, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

CITY COUNCIL MEETING
Tuesday, November 26, 2024

The Grimes City Council Meeting was held in-person. The meeting was called to order by Mayor Scott Mikkelsen, November 26, 2024, at 5:31 p.m. at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa.

ROLL CALL

Present: Mayor: Scott Mikkelsen (via Zoom), Council Members: Eric Johansen, Andrew Borcharding, Ryan Burger, David Gisch, Laurie DePhillips

Absent: NA

AGENDA ITEMS

APPROVAL OF THE AGENDA

Mayor Mikkelsen asked for approval of the agenda.

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

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

PUBLIC FORUM

Brian Bueth, President of the Grimes Chamber and Economic Development, 404 SE 2nd Street, Suite 200, addressed the Council about the two residential site plans in the agenda. The Chamber is excited about the new developments and what it means for the community.

Scott Blum, Superintendent of Dallas-Center Grimes Community School District, 1208 NW 7th Court, addressed Council also stating that he is excited about the new residential developments and the kids that it will also bring into the Dallas-Center Grimes School District.

CONSENT AGENDA

- A. Resolution 11-2524 Approving Previous Meeting Minutes
- B. Resolution 11-2624 Claims Report \$5,787,439.47
- C. Resolution 11-2724 Accepting Conveyance of Certain Easements and Real Estate from Dallas Center-Grimes Community School District
- D. Resolution 11-2824 Approving an Updated 28E Agreement for Mutual Assistance for Polk County Area Fire/Rescue Services
- E. Resolution 11-2924 Fixing a Date for Public Hearing on Transfer of City Water Production Property and Property Rights Ownership to Central Iowa Water Works
- F. Resolution 11-3024 Approving Offer to Purchase and Agreement Cretors - SE 11th and S James Street Improvements
- G. Resolution 11-3124 Approving Consent and Agreement to Improvements Within Overland Flowage Easement for Lot 14 of Glenstone Trail Plat 7 - 3103 SE Keystone Drive
- H. Resolution 11-3224 Approving Payments For Professional Services

- a. Pay Application #4 Foth Infrastructure & Environment, LLC - S James Street Improvements - SE 37th St. to SE 11th St. \$70,829.40
- b. Pay Application #18 Foth Infrastructure & Environment, LLC - SE 11th Street & S James Street Improvements \$12,335.08
- c. Pay Application #5 McClure Engineering Company - CIP Update, Standpipe Imp., Booster Pump Upgrades & On-Call Services \$38,026.25
- d. Pay Application #25 McClure Engineering Company - Phase 1A Water System Improvements \$30,149.92
- e. Pay Application #6 MSA Professional Services, Inc. - SE Little Beaver Dr. and SE 4th Thru 6th Sts. Reconstruction \$35,113.72
- f. Pay Application #3 Nilles Associates, Inc. - Lions Park Existing Survey and Flood Study \$4,417.50
- g. Pay Application #3 OPN Architects, Inc. - Grimes Public Administration Building \$6,428.62
- h. Pay Application #1 Snyder & Associates, Inc. - Highway 44/1st Street Reconstruction \$57,302.37
- i. Pay Application #14 Snyder & Associates, Inc. - Traffic Signal Network Communication Project \$5,858.00
- j. Pay Application #20 SVPA Architects - Grimes Public Safety Center \$13,977.45
- k. Pay Application #7 Weitz Company - Grimes Public Safety Center \$106,734.00
- I. Resolution 11-3324 Approving Capital Project Payment Requests
 - a. Pay Application #13 Absolute Concrete Construction Inc. - S James Street and SE 11th Street Improvements \$371,350.70
 - b. Pay Application #2 Core Construction Services, LLC. - Grimes Public Safety Center \$102,639.90
 - c. Pay Application #3 Graff Excavating, Inc. - NW County Line Road Water Main \$4,286.26
 - d. Pay Application #4 (Retainage) Graff Excavating, Inc. - NW County Line Road Water Main \$39,532.64
 - e. Pay Application #4 Kruck Plumbing & Heating, Inc.- Grimes Public Safety Center \$65,515.80
 - f. Pay Application #1 Renda Electric - Grimes Public Safety Center \$40,299.00
 - g. Pay Application #1 Sandstone Management, Ltd. - Grimes Public Safety Center \$415,497.37
 - h. Pay Application #6 Corell Contractor, Inc. - Grimes Public Library \$5,441.82
 - i. Pay Application #7 (Retainage) Corell Contractor, Inc. - Grimes Public Library \$22,712.73
 - j. Pay Application #21 Forman Ford - Grimes Public Library \$10,036.53
 - k. Pay Application #22 (Retainage) Forman Ford - Grimes Public Library \$42,931.35

- I. Pay Application #25 (Retainage) Graphite Construction Group - Grimes Public Library \$133,027.54
- J. Resolution 11-3424 Approving Change Orders
 - a. Change Order #1 1st Interiors, Inc. - Grimes Public Safety Center \$155.00
 - b. Change Order #1 Core Construction Services, LLC - Grimes Public Safety Center (\$1,057.05)
 - c. Change Order #1 DDVI - Grimes Public Safety Center \$1,162.44
 - d. Change Order #2 Graff Excavating, Inc - NW County Line Road Water Main (\$26,852.80)
 - e. Change Order #1 Kruck Plumbing & Heating, Inc. - Grimes Public Safety Center \$7,839.29
 - f. Change Order #3 Renda Electric - Grimes Public Safety Center \$3,195.69
 - g. Change Order #2 Sandstone Management, Ltd. - Grimes Public Safety Center \$8,462.30
 - h. Change Order #8 The Weitz Company, LLC - Grimes Public Library \$3,290.35
 - i. Change Order #6 Absolute Concrete Construction, Inc. - S James Street and SE 11th Street Improvements \$63,669.00
- K. Resolution 11-3524 Accepting 3 Prime Contracts for the New Grimes Library
- L. Resolution 11-3624 Accepting The NW County Line Road Water Main
- M. Resolution 11-3724 Accepting a Proposal from Concrete Connection, LLC for the NE Brentwood Circle Drainage Improvements
- N. Resolution 11-3824 To Amend Contract for Professional Services with ISG, Inc. for Glenstone Multigolf Park Restoration
- O. Resolution 11-3924 To Enter into Contract for Professional Services with Nilles Associates, Inc. for 2025-2028 On Call Survey Services
- P. Resolution 11-4024 To Amend Contract for Professional Services with SVPA Architects, Inc. for Grimes Public Safety Center
- Q. Resolution 11-4124 To Enter into Contract for Professional Services with Visu- Sewer, LLC for 2024 CIPP Lining Program Sewer Cleaning and Televising
- R. Resolution 11-4224 Accepting Easement - Brentwood Circle Drainage Project Von Fumetti
- S. Resolution 11-4324 Accepting Easements - Brentwood Circle Drainage Project Destiny Homes
- T. Resolution 11-4424 Approving Purchase of a Pump for Gateway Lift Station
- U. Resolution 11-4524 Approving Purchase of a Pump for SE 37th Lift Station
- V. Resolution 11-4624 Approve the Purchase of Trees for a Community Tree Planting Program
- W. Resolution 11-4724 Approving Purchase and Installation of New Valves and Actuators at the Water Treatment Plant
- X. Resolution 11-4824 GrimesPlex Sponsorship Agreement
- Y. Resolution 11-4924 REAP Grant Agreement for Wallace Farm

Mayor Mikkelsen asked for approval of the consent agenda.

Moved by Gisch, Second by Burger, to approve the consent agenda.
Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0.

PUBLIC AND COUNCIL AGENDA ITEMS

1. DeCarlo Site Plan Amendment

Development Services Director Pfaltzgraff presented the details of the site plan. It includes replacing the current building with a larger building principally made of brick and metal panels. The applicant is considering applying for a variance with the Board of Adjustment to lessen the glazing shown in the elevation. The Planning and Zoning Commission does recommend approval.

Mayor Mikkelsen asked for approval of DeCarlo Site Plan Amendment.

Moved by Johansen, Second by DePhillips, to approve DeCarlo Site Plan Amendment.

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

2. SE 4th & Main Street Site Plan

Development Services Director Pfaltzgraff provided a report of the proposed site plan. The proposal includes row homes and apartments. A shadow analysis and lighting plans showed no issues for the neighborhood. This is a reinvestment in the Governor's District, so staff are excited about it. Planning and Zoning Commission and staff recommend approval.

Mayor Mikkelsen asked for approval of SE 4th and Main Street Site Plan.

Moved by Borcharding, Second by Burger, to approve SE 4th and Main Street Site Plan.

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

3. Resolution 11-5024 Approving Final Plat of Hope Timber Villas Plat 1 and Certain Related Easements and Agreements

Development Services Director Pfaltzgraff explained the details of the final plat. This is the final step in the subdivision project. The plat included detached townhomes with attached garages. Planning and Zoning Commission and staff recommend approval.

Mayor Mikkelsen asked for approval of Resolution 11-5024 Approving Final Plat of Hope Timber Villas Plat 1 and Certain Related Easements and Agreements.

Moved by Gisch, Second by Johansen, to approve Resolution 11-5024 Approving Final Plat of Hope Timber Villas Plat 1 and Certain Related Easements and Agreements.

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

4. The Allure on 44 Site Plan and Preliminary Plat

Development Services Director Pfaltzgraff presented the details of the preliminary plat. The development has moved quickly after the annexation in March of 2023. The developer has worked in Grimes before and has also built this same project in Waukee.

Mayor Mikkelsen asked for approval of The Allure on 44 Site Plan and Preliminary Plat.

Moved by Johansen, Second by DePhillips, to approve The Allure on 44 Site Plan and Preliminary Plat.

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

5. Second Reading of Ordinance 792 Amending the Grimes Code of Ordinances Section 1-2-4 Relating to the Election of City Council Members

City Administrator Anderson provided a brief explanation of the amendment. There are no changes from the previous reading.

Mayor Mikkelsen asked for approval of Second Reading of Ordinance 792 Amending the Grimes Code of Ordinances Section 1-2-4 Relating to the Election of City Council Members.

Moved by Gisch, Second by Burger, to approve Second Reading of Ordinance 792 Amending the Grimes Code of Ordinances Section 1-2-4 Relating to the Election of City Council Members.

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

6. Second Reading of Ordinance 793 Amending the Grimes Code of Ordinances Sections Relating to Responsibilities of City Officers

City Administrator Anderson summarized the details of the ordinance, and requested the third reading be waived.

Mayor Mikkelsen asked for approval of Second Reading of Ordinance 793 Amending the Grimes Code of Ordinances Sections Relating to Responsibilities of City Officers.

Moved by Gisch, Second by DePhillips, to approve Second Reading of Ordinance 793 Amending the Grimes Code of Ordinances Sections Relating to Responsibilities of City Officers.

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

Moved by Gisch, Second by DePhillips, to waive Third Reading of Ordinance 793 Amending the Grimes Code of Ordinances Sections Relating to Responsibilities of City Officers.

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

Moved by Gisch, Second by DePhillips, to approve Final Reading of Ordinance 793 Amending the Grimes Code of Ordinances Sections Relating to Responsibilities of City Officers.

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

ADJOURN

There being no further business, the meeting was adjourned at 6:05 p.m.

Motion by Borcharding, Second by Johansen to adjourn.

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

ATTEST:

Rachel Greving, City Clerk

Scott Mikkelsen, Mayor

Grimes Resolution No. 12-0224

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 December 10, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

City of Grimes Claims 12.10.24

HEARTLAND PAYMENT SYSTEMS	LIBRARY CREDIT CARD FEES	\$	493.51
EOCENE ENVIRONMENTAL GROUP	GRANT WRITING SERVICES	\$	1,080.00
A TECH INC.	FIRE MONIT-ASR 12/1-2/28/25	\$	404.85
JOHNSON CONTROLS SECURITY	CH SECURITY 12/1-2/28/25	\$	961.51
BAKER & TAYLOR	LIBRARY MATERIALS	\$	1,894.08
BLACK HILLS ENERGY	GAS	\$	1,424.06
BDI SIGNS	VEHICLE DECALS-PARKS	\$	125.00
BIG GREEN UMBRELLA MEDIA	FALL/WINTER EXPLORE DM-LIBRARY	\$	975.00
SHADRAN INDUSTRIAL	OCTOBER 2024 JANITORIAL - CH	\$	925.00
BOMGAARS	CLOTHING/SUPPLIES/SHOVELS-PW/DS/GP	\$	991.03
CAPITAL CITY EQUIP. CO.	EQUIPMENT RENTAL-PW	\$	2,700.00
CAPITAL SANITARY SUPPLY	PAPER PRODUCTS-LIB	\$	435.93
CENTRAL IOWA PEST	CITY PEST CONTROL	\$	630.00
CITY OF JOHNSTON	2024 FIRE TRUCK REIMB/28E AMB/FR DEC 24	\$	878,118.28
CITY STATE BANK	CREDIT CARD FEES - PARKS/LIB	\$	40.00
COLLECTION SERVICES CENTER	CHILD SUPPORT	\$	957.68
EDGE COMMERCIAL	CH RECORDS RETENTION ROOM RENOVATN	\$	9,750.00
HOME DEPOT	CEILING TILES-GCC	\$	107.55
FAREWAY STORES, INC.	2024 SNOW MEETING SUPPLIES	\$	45.24
FASTENAL	PLOW BOLTS-PW	\$	131.09
KERR KARALEE	MILEAGE REIMBURSEMENT - KERR	\$	118.66
GRAINGER	VALVE ACTUATOR SOLENOIDS-PW	\$	742.62
DORSEY & WHITNEY	SRF LOANS CIWW - LEGAL FEES	\$	15,000.00
HAWKEYE TRUCK EQUIPMENT	S208 PARTS/SPRING	\$	39.00
MIDWEST TAPE	LIBRARY MATERIALS	\$	2,037.64
IMWCA	INSTALLMENT 6 WORK COMP 24/25	\$	3,189.00
IOWA DEPT OF REVENUE	OCT SALES TAX/NOV WTR EXCISE/WH TAX	\$	67,929.50
IOWA ONE CALL	OCTOBER 2024 LOCATES	\$	393.00
IPERS	IPERS- REGULAR	\$	106,937.63
THAYER JEREMY	ANNUAL SNOW MTG SUPPLIES REIMBURSEMT	\$	71.98
KLINE ELECTRIC INC	STREETLIGHTS/GCC PARKING LOT LIGHTS	\$	3,258.49
LEAF	COPIER CONTRACT - DS	\$	325.78
LOGAN CONTRACTORS SUPPLY	S456 MAINTENANCE	\$	1,983.57
MAIL SERVICES	UB MONTHLY DISCONNECT	\$	691.58
MARTIN MARIETTA AGGREGATE	WRA LS DRIVEWAY IMPROVEMENTS	\$	1,344.40
MEDIACOM	CITY HALL TV	\$	71.93
METRO WASTE AUTHORITY	NOV 2024 GARBAGE/CURB-IT FEE/STICKERS	\$	74,443.94
MACQUEEN EQUIPMENT	TIGER TAIL AND HOSE-PW	\$	175.92
MIDWEST WHEEL COMPANIES	S402 LED BEACON-PW	\$	93.29
MIDAMERICAN ENERGY	ELECTRIC	\$	42,016.09
MLC	QUICKLIME	\$	7,630.19
MTI DISTRIBUTING INC.	VENTRAC SUPPLIES/FUSES	\$	1,488.14
MUNICIPAL SUPPLY, INC.	PUBLIC SAFETY BUILDING METER	\$	3,064.90

O'REILLY AUTO PARTS	S204 CONDUIT	\$	7.99
OFFICE DEPOT	OFFICE SUPPLIES-PW	\$	220.32
PETERSON PEST & TERMITE	PEST CONTROL - LIBRARY	\$	45.00
PIONEER MFG COMPANY	BLITZ 2.0 GAMELINE REMOVER-GP	\$	1,190.95
SITEONE LANDSCAPE SUPPLY	CHRISTMAS LIGHTS/ SUPPLIES-PW	\$	195.76
STIVERS FORD	2024 F-250/ACCESSORIES-PARKS	\$	51,840.82
TRIPLETT OFFICE ESSENTIAL	OFFICE FURNITURE - LORD DESK	\$	1,788.14
UNITED CONTRACTORS, INC	BACKFILL CONCRETE	\$	399.84
CINTAS FIRST AID & SAFETY	SAFETY CABINETS-PW/GCC/PARKS/CH/GP	\$	421.60
VEENSTRA AND KIMM, INC.	WW PLANT DECOMMISSION PLAN #3	\$	3,993.00
VAN WALL EQUIPMENT	S405 DOOR/SUPPLIES	\$	924.21
WHITFIELD & EDDY	OCTOBER 2024 LEGAL FEES	\$	18,565.00
WRIGHT OUTDOOR SOLUTIONS	NE EWING TREE REMOVAL	\$	1,810.31
BRAVO GREATER DES MOINES	28E-FY25 NOVEMBER 2024	\$	1,995.05
CONTRACTOR SOLUTIONS	PUMP FOR MH SUBMERGED IN WATER	\$	532.76
ICMA	ANDERSON MEMBRSH 1/1-12/31/25	\$	1,200.00
ENVISIONWARE	VERIFONE TERMINAL RENEWAL-LIB	\$	1,166.88
EFTPS	FED/FICA TAX	\$	51,547.90
KANOPY INC	LIBRARY MATERIALS	\$	53.00
POLK CO TREASURER	NOVEMBER CONTRACT 2024	\$	125,213.92
PFM FINANCIAL ADVISORS LC	FY25 ANNUAL RETAINER	\$	8,000.00
OPN ARCHITECTS	PROFESSIONAL SERVICES-PUBLIC ADMIN	\$	3,295.59
GWORKS	2025 LICENSE/PRODUCT SUPPORT	\$	36,000.00
MENARDS	SUPPLIES/CHAINS/HARDWARE-GP/PW/DS	\$	494.49
MI-FIBER, LLC	GCC INTERNET	\$	387.90
BULK TRANSPORT CO EAST	DELIVERY OF LIME	\$	2,229.49
VOYA	DEFER COMP PRE	\$	3,758.08
AIG	DEFER COMP ROTH	\$	782.50
HORACE MANN	DEFER COMP ROTH	\$	500.00
MASSMUTUAL	DEFER COMP PRE	\$	2,268.00
LUMEN CENTURY LINK	10/16-11/15/24 FIBER SERVICE	\$	599.82
ELECTRIC PUMP	37TH ST LS PUMP/INVESTIGATIONS/REPAIRS	\$	18,014.25
ANKENY SANITATION	DEC 2024 RECYCLING/GARBAGE	\$	3,775.07
SCENTAIR TECHNOLOGIES	PW IONIZATION 11/10-12/9/24	\$	149.00
RENEWABLE ENERGY GROUP	FUEL-FIRE/DS/PARKS/PW	\$	1,362.70
EBS	JANUARY 2024 PREMIUMS	\$	2,658.37
INTERSTATE POWER SYSTEMS	GCC GENERATOR MAINTENANCE	\$	2,546.13
MONOPRICE INC	FIBER PATCH - TRAFFIC	\$	77.93
REINTS MATTHEW	CLOTHING ALLOWANCE REIMBURSEMENT	\$	39.00
THE WEITZ COMPANY	GRIMES PUBLIC LIB APP #26 FINAL	\$	10,877.65
CITY OF GRIMES FLEX	EMPLOYEE FLEX SPENDING	\$	3,490.56
CONFLUENCE	LIONS PARK - PHASE 1 DESIGN	\$	15,531.58
MIPA	MID-IOWA PLANNING PROGRAM MATCH	\$	36,726.00
HEARTLAND BUSINESS	MONTHLY OFFICE 365	\$	3,510.50

COMMONWEALTH ELECTRIC	FIBER & HANDHOLE WORK	\$ 6,473.00
IOWA POND GUY LLC	POND FOUNTAINS MAINTENANCE	\$ 570.93
CITY OF GRIMES HSA	EMPLOYEE FLEX SPENDING	\$ 428.74
AMAZON	TOW STRAPS/SUPPLIES-LIB/PW/DS/GCC	\$ 1,604.74
WTCOX INFORMATION SYSTEMS	LIBRARY MATERIALS	\$ 1,145.36
RINGCENTRAL, INC.	CITY PHONE SERVICES - SHARED	\$ 2,815.39
US CELLULAR	LIBRARY HOTSPOTS	\$ 772.95
PLAYAWAY PRODUCTS	MATERIALS	\$ 319.45
SBS SERVICES GROUP LLC	GCC/PW/LIB CLEANING DECEMBER 2024	\$ 5,939.32
PRELOAD LLC	GRIMES GRND STORAGE RESEV #12	\$ 373,615.05
TEAM SERVICES INC	CONSTRUCTION FIELD TESTING	\$ 1,552.58
GREEN RESOURCE MANAGEMENT	CH SHREDDING SERVICE	\$ 48.00
GANNETT IOWA LOCALIQ	PUBLICATIONS	\$ 588.60
ASCENDANCE TRUCKS LLC	TELEMATICS/SHOP SUPPLIES - PW	\$ 1,108.59
CULTUREALL	LIBRARY PROGRAMMING WORKSHOP	\$ 215.00
RCX SPORTS	YOUTH BASKETBALL JERSEYS	\$ 9,248.41
CLEANING CONNECTION INC	CARPET CLEANING - LIB	\$ 250.00
CONCRETE CONNECTION LLC	LIB AMPHITHEATER #2/24 TRAF CALMING #1	\$ 241,518.50
DIAMOND BLADE WAREHOUSE	SAW BLADE	\$ 183.73
NEX ELECTRICAL SERVICES	REFUND PERMIT EL-24-227	\$ 75.00
IOWA CENTRAL ELECTRIC	REFUND PERMIT EL-24-225	\$ 225.00
SIKICH INTERMEDIATE	ECONOMIC DEVELOPMENT SOFTWARE	\$ 9,000.00
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	\$ 150,221.77
	CLAIMS TOTAL	\$ 2,463,344.23
	GENERAL FUND	\$ 693,605.94
	LIBRARY FUND	\$ 58,031.66
	ROAD USE TAX FUND	\$ 28,403.44
	EMPLOYEE BENEFITS FUND	\$ 24,083.91
	HOTEL/MOTEL/ECON DEV FUND	\$ 1,995.05
	RESTRICTED GIFTS FUND	\$ 215.00
	CP - PARKS FUND	\$ 178,866.98
	GRIMES LIBRARY BLDG FUND	\$ 10,877.65
	TRAFFIC SIGNAL EQUIPMENT FUND	\$ 78,183.10
	SE 11TH & JAMES FUND	\$ 1,552.58
	WATER PRODUCTION PROJECTS FUND	\$ 373,615.05
	FIRE STATION FUND	\$ 2,479.10
	CITY HALL PROJECT FUND	\$ 3,295.59
	EQUIP REVOLVING PROGRAM FUND	\$ 712,463.86
	WATER FUND	\$ 127,605.00
	SEWER FUND	\$ 73,371.57
	LANDFILL/GARBAGE FUND	\$ 78,269.12
	STORM WATER FUND	\$ 14,738.44
	GRIMESPLEX FUND	\$ 1,691.19
		\$ 2,463,344.23

NOVEMBER 2024 MONTHLY REVENUE	GENERAL FUND	\$ 925,751.70
	LIBRARY FUND	\$ 854.13
	ROAD USE TAX FUND	\$ 183,599.69
	EMPLOYEE BENEFITS FUND	\$ 73,224.96
	LOCAL OPTION SALES TAX FUND	\$ 222,884.83
	TAX INCREMENT FINANCE FUND	\$ 606,061.06
	ECONOMIC DEV REV FUND	\$ 6,982.66
	DEBT SERVICE FUND	\$ 288,943.20
	CAPITAL PROJECTS FUND	\$ 203,754.62
	WATER FUND	\$ 623,474.56
	SEWER FUND	\$ 347,718.00
	LANDFILL/GARBAGE FUND	\$ 70,832.63
	STORM WATER FUND	\$ 69,703.91
	GRIMESPLEX FUND	\$ 124,085.83
		<u>\$ 3,747,871.78</u>

AMAZON CLAIMS 12.10.2024		
Charges	Amount	Description
Parks & Rec	\$ 65.11	Tape/pens/stapler/laminator sheets
Library	\$ 506.01	Materials
	\$ 96.32	Programming supplies
	\$ 135.54	Lanyards/disposable gloves/creamer
	\$ 69.93	Battery organizer/folders/splitter
	\$ 56.14	Grommets/HDMI switch/cable/sugar
City Hall	\$ 41.76	Baskets/key tags/pen holder
Public Works	\$ 447.63	Tow straps/safety triangles
Dev Services	\$ 151.85	Desk mat/car seat covers
	\$ 34.45	Kitchen supplies/folders/push pins
Total	\$1,604.74	

TREASURER'S REPORT

CALENDAR 11/2024, FISCAL 5/2025

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
001	GENERAL	7,460,786.28	925,751.70	1,037,971.85	7,101.87-	7,341,464.25
002	LIBRARY FUND	86,350.41	854.13	107,677.74	250.00	20,223.20-
005	FIRE/RESCUE AUXILIARY	.00	.00	.00	.00	.00
110	ROAD USE TAX	4,290,372.35	183,599.69	90,160.05	106.70-	4,383,705.29
112	EMPLOYEE BENEFITS	1,835,707.10	73,224.96	170,613.64	.00	1,738,318.43
119	EMERGENCY FUND	.00	.00	.00	.00	.00
121	LOCAL OPTION SALES TAX	4,374,647.01	222,884.83	.00	.00	4,597,531.84
125	TAX INCREMENT FINANCING	4,976,660.24	606,061.06	1,895,013.50	.00	3,687,707.80
160	HOTEL/MOTEL/ECON DEV	320,496.11	6,982.66	906.96	.00	326,571.81
161	ECO DEVELOPMENT REVOLVING	234,549.50	.00	.00	.00	234,549.50
167	RESTRICTED GIFTS	58,977.52	.00	.00	.00	58,977.52
170	FEMA - FIRE DEPT	.00	.00	.00	.00	.00
200	DEBT SERVICE	2,519,048.08	288,943.20	1,580,074.65	.00	1,227,916.63
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	2,166,505.33	792.43	275,904.52	.00	1,891,393.24
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	153,296.13	.00	152,751.02	.00	545.11
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	28,507.68-	79,304.57	181,962.00	.00	131,165.11-
329	NW TERRITORY LIFT STATION	.00	.00	.00	.00	.00
330	GIS MAPPING	.00	.00	.00	.00	.00
331	19TH ST SEWER EXTENSION	1,240,330.62-	.00	13,264.83	.00	1,253,595.45-
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	9,720.90	.00	31,884.40
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	27,117.50-	.00	.00	.00	27,117.50-
340	ANNUAL SIGNAL IMPROVEMENT	544,870.81-	.00	29,486.00	.00	574,356.81-

TREASURER'S REPORT

CALENDAR 11/2024, FISCAL 5/2025

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
341	HWY 44 STUDY	114,400.00	.00	57,302.37	.00	57,097.63
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	660,356.97	495.06	.00	.00	660,852.03
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	1,143,522.94-	.00	226,047.47	.00	1,369,570.41-
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	696,167.68	630.72	165,638.24	.00	531,160.16
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	113,714.20	.00	198,264.20-
363	WRA SANI SEWER PHASE 3	45,047.50-	.00	9,699.21	.00	54,746.71-
364	WRA SANI SWR PHS 4	144,585.67-	84,315.02	.00	.00	60,270.65-
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	850.02	.00	1,818,439.14-
368	TRL RDG/BEAVER WATER MAIN	.00	.00	.00	.00	.00
369	SE 11TH & JAMES	6,303,806.22	27,287.81	507,567.32	.00	5,823,526.71
370	19th & Gateway signal	.00	.00	.00	.00	.00
371	11TH & GATEWAY SIGNAL	1,908,847.81	1,805.39	100,024.83	.00	1,810,628.37
372	N JORDAN WELL REPAIRS	19,649.86-	.00	.00	.00	19,649.86-
373	BLDG ACCESS CONTROL PROJ	239,796.92	.00	.00	.00	239,796.92
374	WATER PRODUCTION PROJECTS	3,507,624.03	.00	291,935.31	.00	3,215,688.72
375	NE DEST/NE BVRBROOKE IMP	1,802,385.33-	.00	6,574.70	.00	1,808,960.03-
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	6,489,412.55	6,989.37	787,163.52	.00	5,709,238.40
379	100TH ST WIDENING	1,618,718.93	1,917.60	769,776.10	.00	850,860.43
380	HWY 141 CORR/INTERS STDY	108,798.85	216.65	.00	.00	109,015.50
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	8,230.00	.00	1,808,230.00-
387	CITY HALL PROJECT	18,288.78	.00	9,428.62	.00	8,860.16
399	EQUIP REVOLVING PROGRAM	2,552,638.03	.00	46,791.50	.00	2,505,846.53
600	WATER	8,078,221.66	621,562.92	369,836.48	396.32-	8,329,551.78
601	WATER DEPOSITS	241,812.88	1,911.64	4,485.01	.00	239,239.51
602	WATER SINKING	747,968.07	.00	315,919.19	.00	432,048.88
603	WATER REC BOND	183,629.96	.00	.00	.00	183,629.96
610	SEWER	4,797,752.72	347,718.00	337,135.07	241.06-	4,808,094.59

TREASURER'S REPORT
CALENDAR 11/2024, FISCAL 5/2025

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
611	SEWER SINKING	835,642.27	.00	371,798.98	.00	463,843.29
670	LANDFILL/GARBAGE	775,578.35	70,832.63	152,555.54	.00	693,855.44
740	STORM WATER	2,976,785.73	69,703.91	43,934.14	393.15-	3,002,162.35
750	GRIMESPLEX	1,262,448.11	124,085.83	1,691.19	.00	1,384,842.75
Report Total		66,916,357.39	3,747,871.78	10,243,606.67	7,989.10-	60,412,633.40

BALANCE SHEET

CALENDAR 11/2024, FISCAL 5/2025

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL	119,563.13-	4,746,135.34
002-000-1110	CASH - LIBRARY	106,573.61-	20,223.20-
110-000-1110	CASH - ROAD USE	93,332.94	4,383,705.29
112-000-1110	CASH - EMPLOYEE BENEFITS	96,909.64-	1,721,521.10
121-000-1110	CASH - LOCAL OPTION SALES TAX	222,884.83	4,597,531.84
125-000-1110	CASH - TIF	1,288,952.44-	3,687,707.80
160-000-1110	CASH - HOTEL/MOTEL/ECON DEV	6,075.70	326,571.81
161-000-1110	CASH - ECO DEVELOP REVOLVING L		234,549.50
167-000-1110	CASH - LIBRARY RESTRICTED GIFT		58,977.52
200-000-1110	CASH - DEBT SERVICE	1,291,138.61-	1,224,352.99
301-000-1110	CASH - CAPITAL PROJECTS		42,023.48-
309-000-1110	CASH - CP - PARKS	275,904.52-	1,364,109.20
313-000-1110	CASH - CP - GRIMES COMM COMPLE	152,751.02-	545.11
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	102,657.43-	131,165.11-
331-000-1110	CASH-19TH ST SEWER EXTENSION	13,264.83-	1,253,595.45-
335-000-1110	CASH-ANN SANI SWR I&I REHAB	9,720.90-	31,884.40
339-000-1110	HWY 141 & HWY 44 SIGNAL CASH		27,117.50-
340-000-1110	ANNUAL SIGNAL IMPROVEMENT CASH	29,486.00-	574,356.81-
341-000-1110	HWY 44 STUDY CASH	57,302.37-	57,097.63
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		153,538.85
348-000-1110	CASH SPLASH PAD		298,904.49-
350-000-1110	GRIMES LIB BLDG CASH	226,047.47-	1,369,570.41-
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	165,638.24-	110,655.08
361-000-1110	WW PLANT MBDR RETROFIT CASH		28,926.53-
362-000-1110	WRA SANI SEWER PHASE 2 CASH	113,714.20-	198,264.20-
363-000-1110	WRA SANI SWR PHS 3 CASH	9,699.21-	54,746.71-
364-000-1110	WRA SANI SWR PHS 4 CASH	84,315.02	60,270.65-
365-000-1110	WALLACE FARM CASH		8,780.00-
367-000-1110	GRIMESPLEX CASH	850.02-	1,818,439.14-
369-000-1110	SE 11TH & JAMES CASH	507,567.32-	488,823.30
371-000-1110	11TH & GATEWAY SIGNAL CASH	100,024.83-	386,719.33
372-000-1110	N JORDAN WELL REPAIR CASH		19,649.86-
373-000-1110	BLDG ACCESS CONT PROJ CASH		239,796.92
374-000-1110	WTR PRODUCTION PROJECTS CASH	291,935.31-	3,215,688.72
375-000-1110	NE DEST/NE BVRBROOKE IMP CASH	6,574.70-	1,808,960.03-
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	787,163.52-	387,108.26-
379-000-1110	100TH ST WIDENING CASH	769,776.10-	113,316.90-
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	8,230.00-	1,808,230.00-

BALANCE SHEET
CALENDAR 11/2024, FISCAL 5/2025

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
387-000-1110	CITY HALL PROJECT CASH	9,428.62-	8,860.16
399-000-1110	EQUIP REVOLVING PROG CASH	46,791.50-	2,505,846.53
600-000-1110	CASH - WATER	249,987.55	5,555,644.50
601-000-1110	CASH - WATER DEPOSITS	2,573.37-	236,682.16
602-000-1110	CASH - WATER SINKING	315,919.19-	432,048.88
603-000-1110	CASH - WATER REC BOND		183,629.96
610-000-1110	CASH - SEWER	7,718.97	1,371,058.02
611-000-1110	CASH - SEWER SINKING	371,798.98-	463,843.29
670-000-1110	CASH - SOLID WASTE	81,722.91-	693,855.44
740-000-1110	CASH - STORM WATER	25,376.62	2,953,784.94
750-000-1110	CASH - GRIMESPLEX	122,394.64	1,384,842.75
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	CASH TOTAL	6,547,593.72-	36,151,810.67
112-000-1111	CASH - FLEX	479.03-	16,797.33
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	CASH TOTAL	479.03-	16,797.33
001-000-1130	RESERVES - PARK CAP IMPROVE		234,812.58
600-000-1130	RESERVES - WATER TAPPING		605,712.67
610-000-1130	RESERVES - SEWER TAPPING		91,535.73
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	RESERVES TOTAL	.00	932,060.98
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	241.10	65,629.00
200-000-1150	CASH - IPAIT	7.16	3,563.64
309-000-1150	CASH - IPAIT	544.90	273,822.33
358-000-1150	CASH - IPAIT	432.70	217,574.89
371-000-1150	CASH - IPAIT	814.07	409,267.49
378-000-1150	CASH - IPAIT	2,035.18	1,023,167.64
379-000-1150	CASH - IPAIT	1,917.60	964,177.33
380-000-1150	CASH - IPAIT	216.65	109,015.50
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	CASH - IPAIT TOTAL	6,209.36	3,066,217.82
309-000-1155	CASH - IPAIT HI-YIELD	247.53	253,461.71
345-000-1155	CASH - IPAIT HI-YIELD	495.06	507,313.18

BALANCE SHEET
CALENDAR 11/2024, FISCAL 5/2025

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
358-000-1155	CASH - IPAIT HI-YIELD	198.02	202,930.19
369-000-1155	CASH - IPAIT HI-YIELD	27,287.81	5,334,703.41
371-000-1155	CASH - IPAIT HI-YIELD	991.32	1,014,641.55
378-000-1155	CASH - IPAIT HI-YIELD	4,954.19	5,073,179.02
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	CASH - IPAIT HI-YIELD TOTAL	34,173.93	12,386,229.06
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	2,622.90	1,103,036.84
		-----	-----
	SAVINGS - RACCOON TOTAL	2,622.90	1,103,036.84
600-000-1162	SAVINGS - VISION	1,342.57	1,092,648.40
		-----	-----
	SAVINGS - VISION TOTAL	1,342.57	1,092,648.40
601-000-1170	WATER DEPOSIT CD 25712		2,557.35
		-----	-----
	CD'S - CITY STATE TOTAL	.00	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 11/2024, FISCAL 5/2025

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
	TOTAL CASH	6,503,723.99- =====	60,412,633.40 =====

BUDGET REPORT
CALENDAR 11/2024, FISCAL 5/2025

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,536,232.00	125,213.92	621,275.76	40.44	914,956.24
	EMERGENCY MANAGEMENT TOTAL	.00	.00	10,929.40	.00	10,929.40-
	FIRE TOTAL	1,639,384.00	67,511.36	333,403.71	20.34	1,305,980.29
	AMBULANCE TOTAL	2,242,410.00	152,764.21	763,135.93	34.03	1,479,274.07
	BUILDING INSPECTIONS TOTAL	2,115,217.00	185,895.66	700,078.01	33.10	1,415,138.99
	ANIMAL CONTROL TOTAL	250.00	.00	156.50	62.60	93.50
		-----	-----	-----	-----	-----
	PUBLIC SAFETY TOTAL	7,533,493.00	531,385.15	2,428,979.31	32.24	5,104,513.69
	ROADS, BRIDGES, SIDEWALKS TOTA	2,679,263.00	215,560.69	840,338.30	31.36	1,838,924.70
	STREET LIGHTING TOTAL	210,000.00	25,122.09	124,573.75	59.32	85,426.25
	TRAFFIC CONTROL & SAFETY TOTA	35,000.00	2,451.80	161,609.59	461.74	126,609.59-
	SNOW REMOVAL TOTAL	381,700.00	13,577.96	43,252.76	11.33	338,447.24
		-----	-----	-----	-----	-----
	PUBLIC WORKS TOTAL	3,305,963.00	256,712.54	1,169,774.40	35.38	2,136,188.60
	WATER,AIR,MOSQUITO CONTRO TOTA	8,000.00	.00	366.00	4.58	7,634.00
		-----	-----	-----	-----	-----
	HEALTH & SOCIAL SERVICES TOTA	8,000.00	.00	366.00	4.58	7,634.00
	LIBRARY TOTAL	1,381,754.00	126,674.25	543,241.62	39.32	838,512.38
	PARKS TOTAL	818,939.00	45,863.42	250,888.01	30.64	568,050.99
	NORTH COMPLEX TOTAL	50,000.00	11,033.94	29,522.61	59.05	20,477.39
	SOUTH COMPLEX TOTAL	50,000.00	5,774.72	14,477.32	28.95	35,522.68
	RECREATION TOTAL	389,869.00	45,372.65	231,024.90	59.26	158,844.10
	REC - YOUTH PROGRAMS TOTAL	32,000.00	605.87	35,921.51	112.25	3,921.51-
	REC - ADULT PROGRAMS TOTAL	6,800.00	.00	1,984.55	29.18	4,815.45
	CEMETERY TOTAL	114,726.00	7,429.29	60,297.94	52.56	54,428.06
	GCC-GRIMES COMM COMPLEX TOTAL	177,327.00	22,514.77	117,367.58	66.19	59,959.42
	GRIMESPLEX TOTAL	578,202.00	75,311.75	299,043.11	51.72	279,158.89
	OTHER CULTURE/RECREATION TOTA	.00	1,219.96	32,201.14	.00	32,201.14-
		-----	-----	-----	-----	-----
	CULTURE & RECREATION TOTAL	3,599,617.00	341,800.62	1,615,970.29	44.89	1,983,646.71
	ECONOMIC DEVELOPMENT TOTAL	4,409,316.00	1,974,295.70	2,119,526.16	48.07	2,289,789.84
		-----	-----	-----	-----	-----
	COMMUNITY & ECONOMIC DEV TOTA	4,409,316.00	1,974,295.70	2,119,526.16	48.07	2,289,789.84
	MAYOR/COUNCIL/CITY MGR TOTAL	340,444.00	26,758.49	118,692.05	34.86	221,751.95
	CLERK/TREASURER/ADM TOTAL	852,982.00	82,491.76	358,968.91	42.08	494,013.09
	ELECTIONS TOTAL	29,000.00	.00	17,500.00	60.34	11,500.00
	LEGAL SERVICES/ATTORNEY TOTAL	251,000.00	8,216.73	114,210.51	45.50	136,789.49
	CITY HALL/GENERAL BLDGS TOTAL	330,135.00	41,799.91	88,792.02	26.90	241,342.98
	TORT LIABILITY TOTAL	125,000.00	.00	.00	.00	125,000.00
	IT TOTAL	398,429.00	38,787.00	127,144.06	31.91	271,284.94
	OTHER GENERAL GOVERNMENT TOTA	189,000.00	95.84	32,177.37	17.03	156,822.63
		-----	-----	-----	-----	-----

BUDGET REPORT
CALENDAR 11/2024, FISCAL 5/2025

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL GOVERNMENT TOTAL	2,515,990.00	198,149.73	857,484.92	34.08	1,658,505.08
	ROADS, BRIDGES, SIDEWALKS TOTA	795,520.00	29,960.00	30,560.00	3.84	764,960.00
	2007 BOND TOTAL	279,282.00	19,390.63	19,390.63	6.94	259,891.37
	2012 BOND TOTAL	363,760.00	26,580.00	27,180.00	7.47	336,580.00
	2017A BOND TOTAL	549,632.00	124,515.63	124,515.63	22.65	425,116.37
	2017 REFINANCING BOND TOTAL	575,325.00	82,412.50	82,412.50	14.32	492,912.50
	2020 GO BOND TOTAL	591,700.00	58,050.00	58,650.00	9.91	533,050.00
	2021 A GO BOND TOTAL	732,950.00	116,175.00	116,775.00	15.93	616,175.00
	2021 B GO LOST BOND TOTAL	254,250.00	49,325.00	49,925.00	19.64	204,325.00
	2022A BOND TOTAL	673,000.00	136,200.00	136,800.00	20.33	536,200.00
	2022B BOND TOTAL	796,100.00	192,750.00	192,750.00	24.21	603,350.00
	2023B GO BOND TOTAL	663,950.00	331,675.00	331,675.00	49.95	332,275.00
	2024A GO BOND TOTAL	1,687,457.00	413,040.89	413,040.89	24.48	1,274,416.11
	DEBT SERVICE TOTAL	7,962,926.00	1,580,074.65	1,583,674.65	19.89	6,379,251.35
	FIRE TOTAL	6,100,000.00	787,163.52	1,137,859.67	18.65	4,962,140.33
	BUILDING INSPECTIONS TOTAL	8,694.00	.00	.00	.00	8,694.00
	ROADS, BRIDGES, SIDEWALKS TOTA	12,169,334.00	1,640,787.84	5,080,205.91	41.75	7,089,128.09
	STREET LIGHTING TOTAL	150,000.00	29,486.00	48,958.62	32.64	101,041.38
	TRAFFIC CONTROL & SAFETY TOTA	75,000.00	.00	.00	.00	75,000.00
	LIBRARY TOTAL	.00	226,047.47	577,315.67	.00	577,315.67-
	MUSEUM/BAND/THEATRE TOTAL	.00	259,905.52	259,905.52	.00	259,905.52-
	PARKS TOTAL	624,666.00	181,637.24	911,132.35	145.86	286,466.35-
	GCC-GRIMES COMM COMPLEX TOTAL	50,000.00	.00	.00	.00	50,000.00
	GRIMESPLEX TOTAL	770,000.00	850.02	862,076.84	111.96	92,076.84-
	OTHER COMM & ECO DEV TOTAL	.00	.00	39,800.00	.00	39,800.00-
	CITY HALL/GENERAL BLDGS TOTAL	.00	9,428.62	47,214.84	.00	47,214.84-
	WATER TOTAL	8,888,000.00	300,165.31	6,109,828.55	68.74	2,778,171.45
	SEWER/SEWAGE DISPOSAL TOTAL	763,000.00	328,361.14	1,066,615.53	139.79	303,615.53-
	STORM WATER TOTAL	175,000.00	.00	.00	.00	175,000.00
	CAPITAL PROJECTS TOTAL	29,773,694.00	3,763,832.68	16,140,913.50	54.21	13,632,780.50
	WATER TOTAL	6,647,305.00	690,240.68	2,368,455.74	35.63	4,278,849.26
	SEWER/SEWAGE DISPOSAL TOTAL	5,643,561.00	708,934.05	2,235,610.78	39.61	3,407,950.22
	LANDFILL/GARBAGE TOTAL	1,020,504.00	152,555.54	386,312.28	37.86	634,191.72
	STORM WATER TOTAL	739,085.00	43,934.14	155,911.44	21.10	583,173.56
	SPORTS COMPLEX TOTAL	5,500.00	1,691.19	18,915.99	343.93	13,415.99-
	ENTERPRISE FUNDS TOTAL	14,055,955.00	1,597,355.60	5,165,206.23	36.75	8,890,748.77
	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
		=====	=====	=====	=====	=====

BUDGET REPORT
CALENDAR 11/2024, FISCAL 5/2025

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	TOTAL EXPENSES	87,787,252.00	10,243,606.67	31,081,895.46	35.41	56,705,356.54
		=====	=====	=====	=====	=====

REVENUE REPORT

CALENDAR 11/2024, FISCAL 5/2025

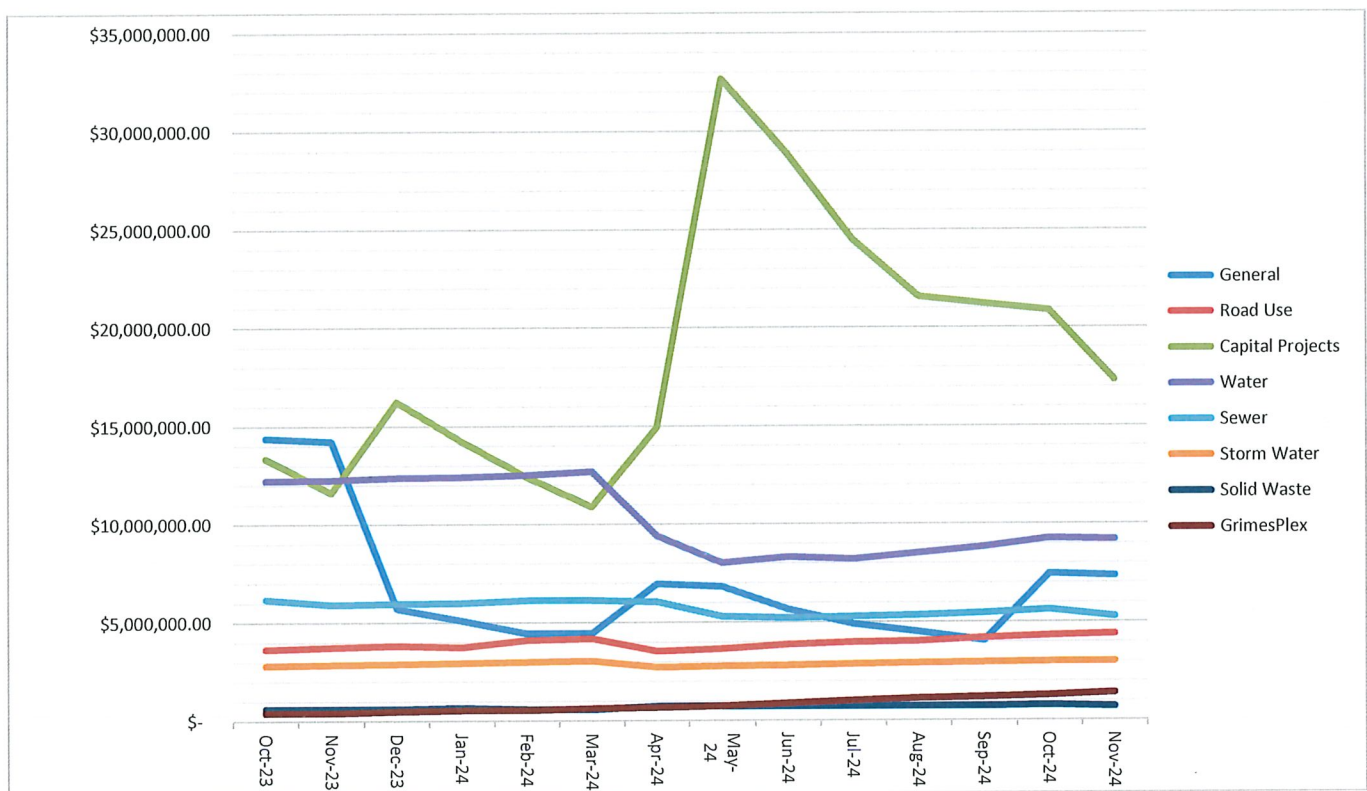
PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	14,915,095.00	925,751.70	6,181,122.94	41.44	8,733,972.06
	LIBRARY FUND TOTAL	1,154,324.00	854.13	27,083.26	2.35	1,127,240.74
	ROAD USE TAX TOTAL	2,047,136.00	183,599.69	1,065,707.85	52.06	981,428.15
	EMPLOYEE BENEFITS TOTAL	2,436,134.00	73,224.96	540,487.73	22.19	1,895,646.27
	LOCAL OPTION SALES TAX TOTAL	2,764,170.00	222,884.83	1,315,254.62	47.58	1,448,915.38
	TAX INCREMENT FINANCING TOTAL	8,940,366.00	606,061.06	4,373,970.45	48.92	4,566,395.55
	HOTEL/MOTEL/ECON DEV TOTAL	69,000.00	6,982.66	39,950.10	57.90	29,049.90
	RESTRICTED GIFTS TOTAL	.00	.00	4,654.35	.00	4,654.35-
	DEBT SERVICE TOTAL	7,979,807.00	288,943.20	2,160,530.82	27.07	5,819,276.18
	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	792.43	8,183.94	1.64	491,816.06
	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	79,304.57	80,156.99	.00	80,156.99-
	ANN SANI SEWER I&I REHAB TOTA	350,000.00	.00	.00	.00	350,000.00
	HWY 141 & HWY 44 SIGNAL TOTAL	.00	.00	100,580.00	.00	100,580.00-
	ANNUAL WATER MAIN REPLACE TOTA	750,000.00	495.06	7,313.18	.98	742,686.82
	ANN TRAIL IMPRV & PLAN TOTAL	500,000.00	630.72	6,516.07	1.30	493,483.93
	WRA SANI SWR PHASE 2 TOTAL	.00	.00	104,160.48	.00	104,160.48-
	WRA SANI SWR PHS 4 TOTAL	.00	84,315.02	84,315.02	.00	84,315.02-
	SE 11TH & JAMES TOTAL	5,000,000.00	27,287.81	160,664.67	3.21	4,839,335.33
	11TH & GATEWAY SIGNAL TOTAL	1,400,000.00	1,805.39	21,388.72	1.53	1,378,611.28
	N JORDAN WELL REPAIRS TOTAL	10,000.00	.00	.00	.00	10,000.00
	WATER PRODUCTION PROJECTS TOTA	2,113,000.00	.00	3,571,019.88	169.00	1,458,019.88-
	FIRE STATION TOTAL	6,000,000.00	6,989.37	91,264.98	1.52	5,908,735.02

REVENUE REPORT
CALENDAR 11/2024, FISCAL 5/2025

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	100TH ST WIDENING TOTAL	.00	1,917.60	15,893.01	.00	15,893.01-
	HWY 141 CORR/INTERS STDY TOTA	.00	216.65	1,796.01	.00	1,796.01-
	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	621,562.92	3,203,761.21	48.05	3,464,085.79
	WATER DEPOSITS TOTAL	60,000.00	1,911.64	18,920.93	31.53	41,079.07
	WATER SINKING TOTAL	2,636,219.00	.00	.00	.00	2,636,219.00
	SEWER TOTAL	4,798,243.00	347,718.00	2,287,728.77	47.68	2,510,514.23
	SEWER SINKING TOTAL	1,187,100.00	.00	.00	.00	1,187,100.00
	LANDFILL/GARBAGE TOTAL	1,020,957.00	70,832.63	361,044.16	35.36	659,912.84
	STORM WATER TOTAL	825,549.00	69,703.91	349,152.44	42.29	476,396.56
	GRIMESPLEX TOTAL	1,240,000.00	124,085.83	533,601.80	43.03	706,398.20
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		82,645,591.00	3,747,871.78	27,042,263.58	32.72	55,603,327.42
		=====	=====	=====	=====	=====



CITY COUNCIL COMMUNICATION
Meeting Date: 12/10/2024

AGENDA ITEM:

BACKGROUND: During the 2023 Annual Strategic Planning Session, the Grimes City Council prioritized a project that aimed to increase the attractiveness of our transportation corridors, and establish new standards as the City continues to develop. Staff identified an opportunity to move this project forward, in partnership with Iowa State University, specifically the Community and Regional Planning Department. Staff worked with the department to develop a scope and seek approval for the studio course. Approval was granted this winter for the class to be held in the spring of 2025. As such, an agreement with the university has been prepared and reviewed by Staff. The agreement identified the work to be completed by the students in the studio course, and the total cost to be reimbursed from the City to the university.

BUDGETARY CONSIDERATIONS: \$8,500.00

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☐

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☒

BOARD/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Alex Pfaltzgraff, AICP

Return to: Alex Pfaltzgraff, AICP

DESIGN OUTREACH SPONSORED PROJECT AGREEMENT

This agreement is for performance of a project by and between IDRO (Institute for Design Research and Outreach), and **City of Grimes**. Sponsor has proposed a project in collaboration with IDRO as detailed in Exhibit A and detailed budget attached hereto, deemed incorporated into and made an integral part of this agreement.

The parties agree as follows:

ARTICLE 1 Scope of Work

The scope of work, timeline and budget for the project are detailed in Exhibit A and incorporated herein.

ARTICLE 2 Grant Period

The grant period for this agreement is **January 21, 2025 to May May 16, 2025**.

ARTICLE 3 Key Personnel

Sponsor's principal investigator (PI) for the agreement is **Alex Pfaltzgraff** ISU's PI for this project shall be **Carlton Basmajian**. Contact information for Sponsor is provided in Attachment A.

ARTICLE 4 Reports and Other Deliverables

The Sponsor shall render any reports as listed in Exhibit A.

ARTICLE 5 Payment Terms

As compensation, Sponsor agrees to pay IDRO a fixed fee of **\$8500.00** in a manner as specified in Exhibit A. In the event that Sponsor cancels for any reason, except for extraordinary causes beyond the reasonable control of Sponsor, Sponsor shall remain obligated for the full amount set forth in this paragraph unless notified by ISU.

ISU shall issue an invoice or invoices to Sponsor, and the Sponsor shall pay such invoices within thirty (30) days of receipt. Checks should be made payable to **Iowa State University** of Science and Technology. Customer shall submit the payments to ISU at the following address:

ISU Treasurer's Office
1220 Beardshear Hall
515 Morrill Rd
Iowa State University
Ames, Iowa 50011-2103

If payment is not received from Sponsor when due, ISU may terminate this Agreement. In addition, the full account balance may be accelerated. To the extent permitted by law, ISU may also impose a late payment charge computed at a periodic monthly rate of 1% per month on the balance or an annual percentage rate of 12% when computed from the billing date. The unpaid account may be referred for collection, and Sponsor shall pay all collection costs and reasonable attorney's fees if ISU must take action to recover any past due amounts. ISU reserves the right under Iowa Code §421.17(27) to offset State of Iowa tax refunds, lottery winnings or vendor payments.

ARTICLE 6 Costs

All costs in Exhibit A include all direct and indirect costs of ISU.

ARTICLE 7 Rights in Data

ISU shall have the right to copyright, publish, disclose, disseminate and use, in whole and in part, any data and information received or developed under this Agreement. Sponsor shall have the right to duplicate and use the Reports and Other Deliverables as listed in Exhibit A for any public or governmental purpose. It is also agreed by Sponsor that it will not under any circumstances use the name of IDRO, ISU, ISU Extension or its employees in any advertisement,

press release or publicity with reference to this Agreement, without prior written approval of IDRO.

ARTICLE 8 Termination

This Agreement shall terminate upon completion of the Services. Either party may earlier terminate this Agreement by providing the other party written notification thirty days prior to the proposed termination date. In the event of termination, Sponsor shall pay ISU for Services provided and non-cancelable obligations incurred prior to the termination date and ISU shall provide Sponsor with Results completed as of the termination date for which payment has been received. The foregoing shall be in addition to any other remedies to which the parties are entitled.

ARTICLE 10 Force Majeure

Neither party shall be deemed in breach of this Agreement or liable for damages if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its reasonable control, such as acts or omissions of communications carriers, energy shortages or outages, strikes or labor disputes of other's workforces, fires, floods, inclement weather, acts of God, war, terrorism, civil disturbances, or acts of civil or military authorities

ARTICLE 10 Entire Agreement

This Agreement, including any exhibits, attachments and provisions incorporated by reference, constitutes the entire agreement between the parties hereto and supersedes all prior agreements, understandings and arrangements, oral or written, among the parties hereto with respect to the subject matter hereof.

11. Counterparts; Authorization

This Agreement may be executed in any number of counterparts and delivered by electronic transmission in PDF format. Each party represents and warrants that the person executing this Agreement on its behalf is authorized to do so.

ARTICLE 12 Assurance of Nondiscrimination

In compliance with the Civil Rights Act of 1964 and subsequent rules and regulations, Iowa State University must have written evidence that it does not conduct programs for, nor cooperate in conducting programs with, any public or private agency, organization, or group that discriminates on the basis of race, color, or national origin in its membership requirements, or in any services offered.

Iowa State University must also have evidence that it does not conduct programs for, nor cooperate in conducting programs with, any public or private agency, organization, or group that discriminates on the basis of physical or mental disability in compliance with Section 504 of the 1973 Rehabilitation Act.

Furthermore, it is inconsistent with Title IX of the 1972 Education Amendments for Iowa State University to provide significant assistance to any public or private agency, organization, or group that discriminates in its membership requirements or in any services offered on the basis of sex.

For the full non-discrimination statement or accommodation inquiries, go to www.extension.iastate.edu/diversity/2020.

By signing below, I also certify that **City of Grimes** has a policy and/or practice of non-discrimination in its membership or in any services offered because of race, color, national origin, handicap, or sex.

IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY

Signed: _____
Printed Name: _____
Title: _____
Date: _____
IDRO: _____

ISU FEIN: 42-6004224

Name of Organization or Community

Signed: _____
Printed Name: _____
Title: _____
Date: _____

IRS FEIN: _____

**DESIGN OUTREACH
SPONSORED PROJECT AGREEMENT**

Exhibit A

Design Proposal for: CRP 416/516 Urban Design Practice
Project fee: \$ 8500

SPONSOR INFORMATION:

Legal Name:

Contact Person Name & Title:

Mailing Address:

Phone: Email:

PROGRAM DETAILS:

The purpose of this project is to: For spring semester 2025, CRP 416/516 Urban Design Practice, will work with the city of Grimes to develop guidelines for implementing a design scheme for beautifying the city's major corridors. Students will build a catalog of existing conditions in the city. This will include utilizing different documentation methods. They will use this information to engage the public to understand perceptions of the city's corridors and to gauge preferences for how the visual dynamics of the corridors should change. Final deliverable products will be a visual guidebook for corridor design and a presentation of findings in a public forum.

TIMELINE:

- January 2025 to May 2025

EXPECTATIONS AND DELIVERABLES:

- Conduct research on urban design needs and ideas within the City of Grimes, along designated corridors
- Build a catalog of maps, photographs, drawings, and data that documents existing conditions in the City of Grimes
- Develop a public engagement plan for gathering input about perceptions of the city's physical appearance
- Collaborate with city staff, elected officials, and citizens to devise a set of strategies to improve the quality of urban design standards
- Prepare a visual guidebook, public presentation, and exhibit

BUDGET

A budget of \$8500 is requested to cover project technical leadership and support, design materials, printing and travel and transportation associated with the studio project for Grimes.

FEE AND PAYMENT SCHEDULE:

Fees: \$ 8500

Payment Schedule: A first payment of \$450.00 will be invoiced at project signing, and the second payment will be invoiced upon delivery of the final report.

**DESIGN OUTREACH
SPONSORED PROJECT AGREEMENT**

KEY CONTACTS

Names and Email addresses of PI, Sponsor

Principal Investigator
Carlton Basmajian, PhD
Iowa State University
carlton@iastate.edu

Sponsor
Alex Pfaltzgraff
Assistant City Administrator/Development Services
Director
City of Grimes
apfaltzgraff@grimesiowa.gov

Name of Organization or Community
City of Grimes

CRP 416/516
Spring 2025
Grimes Corridor Studio

For spring semester, 2025, CRP 416/516 Urban Design Practice, will work with the city of Grimes to develop guidelines for implementing a design scheme for beautifying the city's major corridors. Students will build a catalog of existing conditions in the city. This will include utilizing different documentation methods. They will use this information to engage the public to understand perceptions of the city's corridors and to gauge preferences for how the visual dynamics of the corridors should change. Final deliverable products will be a visual guidebook for corridor design and a presentation of findings in a public forum.

Proposed Work Program

- 1) Identification of "Beautification" definition in context with the City of Grimes (possible survey work)
- 2) Identify key corridors in Grimes, inclusive of transportation, pedestrian, green, cultural, etc.
- 3) Survey existing conditions in each of the key corridors
 - a. Photolog of the streetscapes
 - b. Detailed land use maps
 - c. Dimensions of streets and rights of way
 - d. Existing buildings
 - e. Signage
 - f. Lighting
 - g. Traffic counts
 - h. Infrastructure analysis: conditions, missing pieces
- 4) Maps of key corridors, including current land use, future land use, infrastructure
- 5) Basic demographic analysis of Grimes, including recent population change and short-term forecasts
- 6) Analyze existing state laws impacting design regulations
- 7) Develop precedent cases that show different types of corridors in communities similar to Grimes
- 8) Public Engagement
 - a. Survey of property occupants
 - b. Visual preference survey of sample group (online)
 - c. Focus group to test design ideas

Deliverable Products

- 1) Visual guidebook for corridor design including:
 - a. Before/after views (examples)
 - b. Proposed code language revisions
 - c. Implementation strategy/timetable with prioritization recommendations
- 2) Public presentation of guidebook

Budget Estimate

Meeting materials, printing, catering: \$1 500

Boards and posters

Food for public meetings

Travel costs: \$2700

University vehicle

Hotel

Student travel

Advertising and promotion: \$300

Posters and flyers

Software: \$250

Survey and report layout

Labor: \$3750

Graphic design assistance

Contract management

UG student assistant

Administration (3%)

Faculty time

Total: \$8500

CITY COUNCIL COMMUNICATION
Meeting Date: 12/10/2024

AGENDA ITEM:

BACKGROUND: The Grimes City Council prioritized the construction of a new cell tower at the GrimesPlex, based upon feedback from the cellular providers in the area. Following that, the City of Grimes has been working with Verizon Wireless on the development of plans for a new cell tower. In this particular case, Verizon Wireless will construct the tower as a public improvement, and upon completion of the construction, will deed the ownership of the tower to the City of Grimes. In exchange for their investment associated with the construction of the cell tower, their rent will be abated in an amount equal to the cost of construction. The tower will have 2 additional spaces on the tower that can be leased to other users if the need arises.

The total cost of the tower construction is estimated to be \$165,000. Verizon Wireless's rent amount is set at approximately \$1,900 per month, making the abatement period approximately 7 years. Following the rental abatement period, the rent will be owed to the City of Grimes. A 2% rent escalator is included in the agreement as well.

In order to enter into a lease with Verizon Wireless, the City must first hold a public hearing. Staff is suggesting that public hearing be set for January 14th, 2025.

BUDGETARY CONSIDERATIONS: The construction cost of the tower is being covered by Verizon Wireless, and then abated with their rent payments. Following the rent abatement period, the revenue to the City from Verizon Wireless is \$22,800 per year with a 2% annual escalator.

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 would recommend approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Alex Pfaltzgraff, AICP

Return to: Alex Pfaltzgraff, AICP

RESOLUTION 12-0524 APPROVING STATE OF IOWA ALCOHOL LICENSES

Grimes Resolution No. 12-0524

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 December 10, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

City Council Meeting November 26, 2024
ABD License Renewal

1. **Destination Grille** – 2491 E 1st Street, #100
2. **Mustang Grill** – 213 SE Main Street
3. **Spirits Liquor-1** – 109 E 1st Street



ALCOHOL BEVERAGE LICENSE STAFF APPROVAL FORM

Establishment Name: Destination Grille

Establishment Address: 2491 E 1st Street, #100

License Class: ☒ Class C Alcohol License

Privileges: ☒ Outdoor Service ☐ Catering ☐ New ☐ Renewal

Fire Department Approval

Fire Inspection Date: 11/27/24

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: SL M. Benberg

Building Approval (NA)

Approval: Yes ☐ No ☐

Reason for not approving: _____

Building Official Signature: _____

Planning Approval (NA)

Approval: Yes ☐ No ☐

Reason for not approving: _____

Planning Signature: _____



ALCOHOL BEVERAGE LICENSE STAFF APPROVAL FORM

Establishment Name: Mustang Grill

Establishment Address: 213 SE Main Street

License Class: ☒ Class C Alcohol License

Privileges: ☒ Outdoor Service ☐ Catering ☐ New ☐ Renewal

Fire Department Approval

Fire Inspection Date: 11/27/24

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: 

Building Approval (NA)

Approval: Yes ☐ No ☐

Reason for not approving: _____

Building Official Signature: _____

Planning Approval (NA)

Approval: Yes ☐ No ☐

Reason for not approving: _____

Planning Signature: _____



**ALCOHOL BEVERAGE LICENSE
STAFF APPROVAL FORM**

Establishment Name: Spirits Liquor-1

Establishment Address: 109 E 1st Street

License Class: ☒ Class E Retail Alcohol License

Privileges: Outdoor Service ☐ Catering ☐ New ☐ Renewal ☒

Fire Department Approval

Fire Inspection Date: 12/2/24

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: 

Building Approval (NA)

Approval: Yes ☐ No ☐

Reason for not approving: _____

Building Official Signature: _____

Planning Approval (NA)

Approval: Yes ☐ No ☐

Reason for not approving: _____

Planning Signature: _____

CITY COUNCIL COMMUNICATION
Meeting Date: 12/10/2024

AGENDA ITEM: Resolution To Enter into Contract for Professional Services with PFM Financial Advisors, LLC (PFM) for financial advisory services

BACKGROUND: The City of Grimes has a need for financial advisory services, and has worked with PFM Financial Advisors, LLC (PFM) since 2019. As the prior agreement has expired, the City needs to enter into a new agreement. PFM provides services in relation to debt issuance, cashflow modeling, utility rates, TIF, valuation models, debt obligation capacity, and capital planning. We also utilize PFM for their expertise and advice on financial policy development and ongoing credit strategies.

BUDGETARY CONSIDERATIONS: The total flat fee proposed is an annual retainer of \$25,000. In any year the City should not require all included models, PFM will invoice on a "per service" basis.

STRATEGIC PLANNING:

Prioritized: X YES ____NO

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

BOARD/COMMISSION ACTIONS: Council entered original agreement in 2019.

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 12-0624 TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES
WITH PFM FINANCIAL ADVISORS, LLC (PFM) FOR FINANCIAL ADVISORY SERVICES

Grimes Resolution No. 12-0624

WHEREAS, the City of Grimes desires to obtain financial advisory services; and,

WHEREAS, the financial advisors at PFM Financial Advisors, LLC have experience in providing the necessary scope of services required for the City's needs in relation to debt issuance, cashflow modeling, utility rates, TIF, valuation models, debt obligation capacity, and capital planning; and,

WHEREAS, PFM has been providing these services to the city since 2019; and,

WHEREAS, Staff has proposed the attached professional services agreement with a scope of work to be provided by PFM Financial Advisors, LLC, and compensation to be paid by the City of Grimes;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the attached agreement is authorized, and the Mayor and Clerk are directed to approve and sign the resolution on behalf of the City of Grimes.

PASSED and APPROVED on December 10, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk



November 12, 2024

Marcia Woodke
Finance Director
City of Grimes
101 NE Harvey Street
Grimes, Iowa 50111

Dear Ms. Woodke,

pfm

801 Grand
Suite 3300
Des Moines, IA 50309
515.243.2600

pfm.com

The purpose of this letter (this “Engagement Letter”) is to confirm our agreement that PFM Financial Advisors LLC (“PFM”) will act as financial advisor the City of Grimes, Iowa (the “Client”) in connection with the issuance of future debt obligations including but not limited to General Obligation Bonds, Revenue Bonds and SRF Loans. In addition, PFM will provide, upon request of the Client, additional long-term financial and capital planning, budget and strategic advice and planning, credit strategy, policy development, financial modeling, urban renewal TIF planning and certification, valuation projection and other debt issuance development services, as applicable and set forth in Exhibit A to this Engagement Letter. Most tasks requested by Client will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. This Engagement Letter will supersede the Client’s prior agreement, dated August 20, 2019.

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

MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM’s Disclosure Statement delivered to Client prior to or together with this Engagement Letter.

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

For the services described in Exhibit A, PFM’s professional fees will be paid as provided in Exhibit B. All fees shall be due to PFM within thirty (30) days of the date of invoice. In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.

This Engagement Letter shall remain in effect until all related activities associated with this transaction are complete unless canceled in writing by either party upon thirty (30) days written notice to the other party. Upon any such termination, PFM will be paid for all services performed and costs and expenses incurred up to the termination date.



PFM shall not assign any interest in this Engagement Letter or subcontract any of the work performed under this Engagement Letter without the prior written consent of Client; provided that PFM retains the right to enter into a sale, merger, internal reorganization, or similar transaction involving PFM's business without any such consent.

All information, data, reports, and records ("Data") in the possession of Client or any third party necessary for carrying out any services to be performed under this Engagement Letter shall be furnished to PFM. PFM may rely on the Data in connection with its provision of the services under this Engagement Letter and the provider thereof shall remain solely responsible for the adequacy, accuracy and completeness of such Data.

All notices and other communication required under this Engagement Letter will be in writing, sent by certified mail, return receipt requested, or by nationally recognized courier, with written verification of receipt. Notices shall be addressed to the party for whom it is intended, at the addresses on the first page of this Engagement Letter.

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

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

PFM will maintain insurance coverage with policy limits not less than as stated in Exhibit C. Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Engagement Letter, PFM shall have no liability to any party under this Engagement Letter.

PFM, its employees, officers and representatives at all times will be independent contractors and will not be deemed to be employees, agents, partners, servants and/or joint ventures of Client by virtue of this Engagement Letter or any actions or services rendered under this Engagement Letter. Nothing in this Engagement Letter is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Engagement Letter or any provisions contained herein. In no event will PFM be liable for any act or omission of any third party or for any circumstances beyond PFM's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

This Engagement Letter shall be construed, enforced, and administered according to the laws of the State of Iowa. PFM and the Client agree that, should a disagreement arise as to the terms or enforcement of any provision of this Engagement Letter, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

This Engagement Letter represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between Client and an affiliate of PFM or a third party referred or introduced by PFM shall not in any way be deemed an amendment or modification of this Engagement Letter. The invalidity in whole or in part of any provision of this Engagement Letter shall not void or affect the validity of any other provision.



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

Sincerely,

PFM FINANCIAL ADVISORS LLC

Susanne Gerlach
Managing Director



EXHIBIT A **SCOPE OF SERVICES**

BOND TRANSACTIONS

Financial planning and debt issue development services (Includes short term financings, bonds, loans, letters of credit and line of credit). Upon the request of Client:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with Client's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist Client by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to Client.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cashflow requirements, if necessary.
- If appropriate, develop credit rating presentation and coordinate with Client the overall presentation to rating agencies.
- Assist Client in the procurement of other services relating to debt issuance such as printing, paying agent and registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond resolutions regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond resolutions.
- PFM will complete a parity certificate, if required, by the authorizing resolutions of outstanding parity debt.
- Review the terms, conditions and structure of any proposed debt offering undertaken by Client and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Coordinate with Client's staff and other advisors with respect to the furnishing of data for offering documents. PFM will assist Client in the preparation of the offering document, it being specifically understood that PFM is not responsible for the inclusion or omission of any material in published offering documents and that the ultimate responsibility remains with Client.
- Provide regular updates of bond market conditions and advise Client as to the most advantageous timing for issuing its debt.
- Advise Client on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise Client in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make definitive recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction.
- Preparation and delivery of bond financing record to Client.



ANNUAL RETAINER SERVICES

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

- Review of Client's audited financial statements.
- Review current and projected financial status and capacity of Client.
- Identification and determination of Client's existing taxable valuation.
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to optimize ability to finance future capital needs.
 - This will include, but is not limited to, reviewing existing debt for the possibility of refunding that debt to provide Client with savings.
- Review capital improvement plan and review funding sources for the capital projects.
- Development and preparation of several financial and capital planning models:
 - Debt Service Tax Analysis planning models
 - General Obligation Debt Capacity planning models
 - Senate File 295 valuation projection model
 - Full Valuation and Taxable Valuation Analysis model
 - Individual Tax Increment Urban Renewal Plan cashflow models
 - Composite Tax Increment Urban Renewal Plan cashflow model (where applicable)
 - Sewer Enterprise Fund financial and capital planning model
 - Water Enterprise Fund financial and capital planning model
 - Storm Water Enterprise Fund financial and capital planning model
 - Solid Waste Enterprise Fund financial and capital planning model
 - Road Use Fund financial and capital planning model
 - Local Option Sales Tax (LOST) Fund financial and capital planning model
 - Sales Tax Increment Fund financial and capital planning model
 - Capital funding analysis (including the review of the existing capital improvement fund)
- TIF related services:
 - Assist Client with annual TIF certification.
 - Provide payment estimates for developer rebate agreements
 - Provide advice on proposed development agreements
 - Other TIF advice and services as requested by the Client.
- House File 718 / Senate File 2442 Services:
 - Review Client's historical 100% assessed valuation and taxable valuations.
 - Identification and determination of Client's existing taxable valuation components including urban renewal areas.
 - Review Client's historical property tax levies.
 - Development and preparation of several financial and capital planning models:
 - 100% Assessed Valuation and Taxable Valuation Analysis model incorporating January 1, 2024 Scott County preliminary 100% assessed valuations for Fiscal Year 2025-26
 - SF 2442 Tax Rate Impact Analysis
 - Develop financial options analyses (using financial and capital planning models listed above):
 - Identify and analyze funding alternatives
 - Develop scenarios
 - Analyze and compare to objectives/constraints
 - Evaluation of alternative funding and financing approaches
 - Sensitivity analysis



- Develop preliminary financial plan objectives:
 - Review and revise with staff
 - Presentation and review with City Council
 - Assist with financial plan review and approval (as appropriate)
 - Attend meetings with Client's staff, consultants and other professionals.
- Develop financial options analyses (using financial and capital planning models listed above):
 - Analysis of the existing financial arrangements
 - Analyze debt capacity
 - Identify and analyze financing alternatives and debt structuring options
 - Develop scenarios
 - Analyze and compare to objectives/constraints
 - Evaluation of alternative security structures
 - Evaluation of alternative funding and financing approaches
 - Sensitivity analysis
- Assist Client with the development of Client's financial plan by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.
- Provide advice on ongoing credit strategy.
- Provide advice on financial policy development.
- Develop preliminary financial plan objectives:
 - Review and revise with staff
 - Presentation and review with City Council
 - Assist with financial plan review and approval (as appropriate)
- Attend meetings with Client's staff, consultants and other professionals.
- Assist Client in preparing financial presentations for public hearings and/or referendums.



EXHIBIT B
COMPENSATION FOR SERVICES

1. Fixed Rate Transaction Fees

For financial planning and debt issue development services related to the issuance of General Obligation Bonds and other debt as listed below, PFM will be paid a one-time fee based on the type of debt issue and the par amount of each bond series as listed in the table below. Transaction fees are payable upon closing.

Type of Bonds	Issue Size	Fee
G.O. Bonds	Less than \$1.0 Million	Greater of \$5,000 or 1% of Par
G.O. Bonds	\$1.0 to \$4.99 Million	\$16,500
G.O. Bonds	\$5.0 to \$9.99 Million	\$18,000
G.O. Bonds	\$10.0 to \$14.9 Million	\$20,000
G.O. Bonds	\$15.0 to \$19.9 Million	\$25,000
G.O. Bonds	\$20.0 and Over	To be Negotiated
G.O. Refunding Bonds	Same as G.O. Bonds	Same as G.O. Bonds
TIF Revenue Bonds	Same as G.O. Bonds	Same as G.O. Bonds
Revenue Bonds	Same as G.O. Bonds	125% of G.O. Bond Fee
Revenue Refunding Bonds	Same as G.O. Bonds	125% of G.O. Bond Fee
SRF Loans	Same as G.O. Bonds	100% of Revenue Bond Fee

2. Annual Retainer Fee

For financial planning services, development of planning models, and other services provided as requested by the Client, PFM will be paid a flat fee of \$25,000 annually (the "Retainer"), inclusive of all projects detailed below. The annual retainer shall be billed no later than June 30 at the end of the fiscal year based on the actual projects completed on the engagement through that date, and shall be payable upon invoice. The Retainer assumes the scope of services outlined in Exhibit A can be completed within 120 hours during the fiscal year.

Should the Client not request all projects to be completed during the fiscal year, the Client shall be invoiced for projects completed during the fiscal year based on the following schedule:

<u>Planning Model</u>	<u>Not to Exceed</u>
Debt Levy/G.O. Capacity/CIP Financing Plan	\$5,000
HF 718 / SF 2442 Planning Services	\$5,000
Valuation Analysis	\$5,000
TIF Cashflows & Developer Rebates	\$5,000
Local Option Sales Tax Cashflow	\$2,000
Water Enterprise	\$5,000
Sewer Enterprise	\$5,000
Stormwater Enterprise	\$2,000
Road Use Enterprise	\$2,000
Solid Waste Enterprise	\$2,000
Multi-Year Updates for All Projects	\$1,000 per fiscal year



For the development and drafting of a new planning model, PFM shall receive a one-time implementation fee in the amount of \$2,000-\$5,000 depending upon the hours required ("Implementation Fee"), as agreed upon by the Client, payable upon invoice.

3. Hourly Project Fees

In the event Client requests that PFM perform significant special projects that are outside of the Scope of Service included herein, PFM will be negotiated fees in advance of the project. Fees will be generally based upon the hourly rates included in the table below for the indicated levels of experience or their equivalents.

In addition, in the event a financing is started, but cancelled at the Client's request, PFM will work with City staff to determine an appropriate fee based on the actual hours spent on the transaction. Accrued time will be billed as follows:

<u>Experience Level</u>	<u>Hourly Rate</u>
Managing Director	\$350.00
Director	\$300.00
Senior Managing Consultant	\$250.00
Senior Analyst	\$200.00
Analyst	\$175.00
Municipal Bond Assistant	\$125.00

4. Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, printing, telephone, postage, internet posting and other ordinary costs which are incurred by PFM. Appropriate documentation can be provided.



EXHIBIT C **INSURANCE STATEMENT**

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

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

1. Deductibles/SIR:

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

2. Insurance Company & AM Best Rating

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

CITY COUNCIL COMMUNICATION
Meeting Date: 12/10/2024

AGENDA ITEM:

BACKGROUND: During the 2024 Strategic Planning sessions, the City Council prioritized the development of a new comprehensive plan for the City of Grimes. Quickly following that, staff developed and issued a request for proposals, and received four responses.

On November 25th, staff, along with Council Member Borcharding (City Council Liaison to the Planning and Zoning Commission) participated in interviews with the four firms that responded. All four firms were well qualified and provided different perspectives on the project. It was the consensus of the interview committee, however, that Confluence Inc's combination of comprehensive plan development experience, knowledge and understanding of local issues, and cost, identified them as the correct choice for this project.

BUDGETARY CONSIDERATIONS: \$157,840.00

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☒

*More Beautiful/Vibrant Community ☒

BOARD/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: Staff recommends approval of the resolution.

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Alex Pfaltzgraff, AICP

Return to: Alex Pfaltzgraff, AICP

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH
CONFLUENCE INC FOR THE GRIMES 2050 COMPREHENSIVE PLAN

Grimes Resolution No. 12-0724

WHEREAS, the City of Grimes has determined the need to develop a new Comprehensive Plan, and

WHEREAS, City Staff developed and issued a request for proposals (RFP), and

WHEREAS, four consultants submitted responses to the RPF and all four consultants were interviewed, and

WHEREAS, based upon prior work experience and local perspective, Staff recommended Confluence Inc to be chosen to complete the Grimes 2050 Comprehensive Plan.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Professional Services Agreement with Confluence Inc for the Grimes 2050 Comprehensive Plan be hereby approved and that the Mayor and City Clerk be authorized to execute all necessary documents to effectuate the approval.

PASSED and APPROVED on December 10, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

CITY OF GRIMES COMPREHENSIVE PLAN

This Agreement is made and entered into this 10th day of December, 2024, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and Confluence, Inc., party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

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

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, excluding any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I. Basic Services of the Consultant

Phase 1 / Research + Analysis	\$33,470
Phase 2 / Public & Stakeholder Engagement	\$30,420
Phase 3 / Draft Plan + Evaluation	\$67,490
Phase 4 / Final Plan + Adoption	\$22,680
<u>Not-to-Exceed Reimbursable Expenses</u>	<u>\$3,780</u>
Total Not-to Exceed Fee	\$157,840

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

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

4. INSURANCE

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

E. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its consultants, agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement to meet the same insurance requirements as are required of the Consultant.

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

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: Confluence, Inc.
Attn: Christopher Shires
Title: Principal / Vice President
Address: 525 17th Street
City, State: Des Moines, IA 50309

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation

or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

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

- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

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

20. SEVERABILITY

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

21. DISPUTE RESOLUTION

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

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

22. MISCELLANEOUS HEADINGS

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

23. FURTHER ASSURANCES

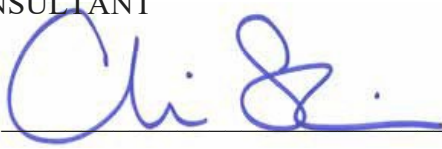
Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to affect the provisions and purposes of this Agreement.

24. COUNTERPARTS

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

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

CONSULTANT

BY: 

Name: Christopher Shires, AICP

Title: Principal / Vice President

CITY OF GRIMES

BY: _____

Scott Mikkelsen, Mayor

ATTEST

Name: _____

Title: _____

ATTACHMENT 1 - SCOPE OF SERVICES

PHASE 1: RESEARCH + ANALYSIS

(APPROXIMATELY 2 MONTHS)

TASK 1.1 / Pre-Kick-Off Meeting with City Staff

The Consultant Team will hold a meeting with City staff to review the project scope and meeting dates, discuss the agenda items, and prepare for the Project Kick-Off Meeting. We will also discuss and finalize plans for the Public Outreach Plan.

TASK 1.2 / Public Outreach Plan

The Consultant Team will work with City staff to finalize a Public Outreach Plan that identifies the engagement methods to be used in the planning process to connect with a diverse cross-section of the Grimes community, as well as all preliminary dates and times for each meeting or activity. Every effort will be made to follow this schedule with the understanding that flexibility may be needed based upon new discoveries, events, or conflicts.

Bi-Weekly Check-In Meetings. Throughout the project, the Consultant Team will hold bi-weekly video conference calls with City staff to review the project status and coordinate meetings and project deliverables. (Virtual meetings)

TASK 1.3 / Kick-Off Meeting with Comprehensive Plan Advisory Committee

The Consultant Team will facilitate an in-person Project Kick-Off Meeting with City staff and the Comprehensive Plan Advisory Committee (CPAC). The purpose of this meeting is to:

- Review the project scope, schedule, Public Outreach Plan, and key meeting dates (including future Advisory Committee meeting dates and meeting formats: in-person, virtual, or hybrid).
- Review the roles and responsibilities of the Advisory Committee.
- Identify key stakeholders and desired public input process and outcomes.
- Review the major chapters and elements of the current plan, goals, and desired focus areas for the plan update.

Our team is flexible on the size of the Advisory Committee but generally have found the most success is groups of around 15-20 for this size of community. Beyond that size, it becomes more intimidating for members to speak freely in response to data and plan drafts put in front of them.

TASK 1.4 / Review of Existing Plans

The Consultant Team will work with City staff to review all existing plans, policies and documents used by Grimes today. Each document will be summarized and recommendations for improvement or change will be given, as needed. We will thoroughly review the existing Comprehensive Plan and work with staff to determine the implementation steps or actions completed since the previous plan adoption. We will also work to identify which goals have not been completed and evaluate why, so that similar pitfalls can be avoided in this update.

TASK 1.5 / Data Gathering and Existing Conditions Analysis

Our team will gather the best available data to evaluate the existing conditions of the community. Analysis will cover many topics including:

- Demographic/Economic Profile and Population/Employment Projections
- Land Use and Zoning
- Natural Resources and Stormwater Management
- Housing
- Business Development
- Parks and Recreation
- Public Facilities, Utilities + Transportation
- Implementation

Our team will overview the results of the existing conditions analysis using attractive and easy to understand charts, tables, maps, photographs, and infographics.

TASK 1.6 / Project Branding

The Consultant Team will collaborate with City staff to develop a logo, plan name, and document style guide to brand this plan update. The branding will include a color scheme and font selection, as well as a thoughtful name and graphic logo. Our team has had success in linking the Comprehensive Plan's logo and branding to the City's branding package. This branding will be used on all material relating to the marketing and distribution of the planning effort.

TASK 1.7 / Project Website Launch

After project branding (name/logo) is identified, our team will create a project website using the Social Pinpoint platform. During Phase 1, this website will serve as an information management tool about the planning process and schedule. Later, engagement activities will be added to the site.

TASK 1.8 / Existing Conditions Analysis Review Meeting with Comprehensive Plan Advisory Committee

Our team will present to City staff and the Advisory Committee an overview of our team's analysis of the previous plans, existing conditions, and anticipated trends including:

- A preliminary assessment of issues and opportunities
- Community profile with population and housing analysis
- An employment and economic analysis
- A preliminary transportation assessment

TASK 1.9 / Existing Conditions Analysis Review Joint Workshop with Planning Commission and City Council

Our team will conduct a workshop with the Planning Commission and City Council to review the project goals and scope, as well as the analysis previously provided to the Advisory Committee in Task 1.8.

Phase 1 Project Deliverables:

- Project Branding and Guide
- Public Outreach Plan
- Project Website Launch

PHASE 2: PUBLIC & STAKEHOLDER ENGAGEMENT

(APPROXIMATELY 3 MONTHS)

TASK 2.1 / Interactive Engagement Activities on Website

At the start of Phase 2, the Consultant Team will update the Social Pinpoint project website to facilitate online engagement. We would anticipate using a mapping activity, as well as an interactive idea board to help capture input on the site. This same site will host surveys and image voting and will be updated as part of Phase 4 to reveal the draft plans and seek public input. This website will be closed after the conclusion of this project.

TASK 2.2 / Stakeholder Interviews + Focus Groups

Our team will conduct key stakeholder interviews and small focus group meetings. We will ask for assistance from City staff and the Advisory Committee to identify community stakeholders that can help us setup focus group meetings and connect with segments of the Grimes population that might not otherwise participate in the planning process. These one-on-one or small group settings can be especially useful in creating relationships with more vulnerable populations or populations that have historically been left out of planning processes.

TASK 2.3 / Special Events

We will attend or facilitate two special community events to advertise the planning process and collect additional input. Our team has a large Confluence themed tent that can be set up at various indoor and outdoor community events. Possible events include:

Pop-Up Event Booths Our team can set up an engagement booth at community events, such as the Grimes Farmers Market or the Rock Around the Clock Concert Series. These pop-up events can be used to advertise the planning process and collect additional input.

Box City Event Our team will coordinate the hosting of a Box City event either with a local elementary school or the library. This event uses arts, crafts, and various shaped boxes to help kids get involved in community visioning. We set up a base community with streets, a river, and trees and encourage kids to fill out a “building permit”, design, and place their desired development within the community. This allows kids to feel engaged and can help bring busy parents into the fold.

Youth Workshop Our team will host a youth-specific workshop with a group of high school-aged students to hear more about their ideas for Grimes as future homeowners and businessowners. We would ask for City staff or Advisory Committee assistance to connect us to the right group of young people.

TASK 2.4 / Public Visioning Workshop

The Consultant Team will facilitate a structured Public Visioning Workshop to identify key issues, priorities, opportunities, and preferences that will guide the direction of the plan update. The workshop will include a project overview session to review the findings of our initial data collection and research. Prior to commencing the community input activities, we will provide a brief “Planning 101” to explain what a Comprehensive Plan is, how it is used, and how it will impact them. A series of hands-on engagement boards and activities will be provided to help generate an overall vision for Grimes and key project goals. This will include dot exercises, visual preference boards, land use puzzle activity, and more. (1 in-person meeting)

TASK 2.5 / Public & Stakeholder Engagement Review with Comprehensive Plan Advisory Committee

Following these various public and stakeholder input meetings, the Consultant Team will meet with the Advisory Committee to share all of the information gathered from the various engagement activities conducted to date. The purpose of this meeting is to review the ideas generated by the stakeholders and community members and set the preferred direction of the Comprehensive Plan. Our team will brainstorm a possible vision statement and project goal ideas with the Advisory Committee based upon the summary presentation of input received. This feedback will be used in Phase 3 to create vision, goals, and key recommendations for the plan.

Phase 2 Project Deliverables:

- Public Meeting How-To Guide + Materials
- Public & Stakeholder Engagement Summary Data

PHASE 3: DRAFT PLAN + EVALUATION *(APPROXIMATELY 5 MONTHS)*

TASK 3.1 / Future Land Use Scenarios + Planning

Our team will create a series of scenarios for future growth. These scenarios will present different development patterns, densities, transportation, and land use mixes. Our team will create maps that visualize the key concepts of each scenario and will summarize the likely development potential based on the results.

TASK 3.2 / Draft Plan

Our team will begin drafting the new plan. The exact chapters will be decided based on public input and coordination with City staff, however, at a minimum it will address the items listed in the RFP and cover the following topics: land use, economic development, transportation, housing, infrastructure and utilities, parks, recreation & open space, community character, and implementation strategy.

The draft plan will be completed in sections and sent for review. Draft plan sections will be sent to City staff for review and initial feedback prior to being shared with the Advisory Committee.

Action Plan Register: Once the goals and strategies of the plan chapters have been created, our team will create an Excel-based action plan register that details the goals and strategies alongside metrics such as timeframe, priority, cost level, responsible entity, and any other requested by Grimes staff.

TASK 3.3 / Draft Plan Review with Advisory Committee

Our team will present elements/chapters of the draft Comprehensive to the City staff and Advisory Committee, record feedback and comments, and update and modify the drafts as requested. We anticipate three to four meetings with the Advisory Committee to review the plan draft. (3 to 4 meetings, in-person)

TASK 3.4 / Draft Plan Public Open House

Our team will present the draft Comprehensive Plan at a Public Open House to be held over an afternoon and evening utilizing story boards to explain the different plan elements and chapters. This draft will be posted to the online engagement site to allow for a general public review and comment period.

TASK 3.5 / Draft Plan Joint Workshop with Planning Commission and City Council

Our team will present an overview of the draft Comprehensive Plan update to the Planning Commission and City Council and provide a review of the public comments from the Public Open House and the general public comment period. Our team will record feedback and update and modify the draft as requested.

TASK 3.6 / Public Comment and Review Period

A full copy of the draft plan will be uploaded to the project website. A follow-up survey or comment box will be created to collect comments about the draft. We could additionally upload the entire draft to the Adobe Cloud and allow for comments directly onto the draft PDF document. This feedback would be collected and recommended changes would be presented to City staff.

Phase 4 Project Deliverables:

- Draft Plan
- Summary of Public Comments and Recommended Updates

PHASE 4: FINAL PLAN + ADOPTION

(APPROXIMATELY 2 MONTHS)

TASK 4.1 / Final Draft Plan

The Consultant Team will prepare a final draft of the Comprehensive Plan and submit it to City staff for review and comment. We will address City staff comments and submit a revised final draft to City staff.

TASK 4.2 / Planning Commission Public Hearing

The Consultant Team will attend the Planning Commission Public Hearing for the review and recommendation on the adoption of the Comprehensive Plan. We will assist the City

staff with the presentation of the Plan and will make subsequent revisions to the Plan as may be requested by the Commission and submit updated copies to City staff.

TASK 4.3 / City Council Public Hearing

The Consultant Team will attend the City Council Hearing for the review and approval of the Comprehensive Plan. We will assist the City staff with the presentation of the Plan and will make subsequent revisions to the Plan as may be requested by the Council and submit updated copies to City staff.

TASK 4.4 / Online Playbook/Tracker

The Consultant Team will create an Online Playbook/Tracker for the adopted Grimes Comprehensive Plan. This will include an interactive and graphic-heavy depiction of the plan's key strategies and goals. A heavy emphasis will be placed on explaining the implementation approach outlined in the action plan register. Confluence will build the website and then hand over control and long-term maintenance to staff at the City of Grimes.

ATTACHMENT 2 - PROJECT SCHEDULE

The time of completion of the scope of services under this Agreement shall be as follows:

The project is proposed to last 12 months, starting in January 2025 and completed by December 2025.

- **Phase 1: Research + Analysis:** January through February 2025
- **Phase 2: Public & Stakeholder Engagement:** March through May 2025
- **Phase 3: Draft Plan + Evaluation:** June through October 2025
- **Phase 4: Final Plan + Adoption:** November through December 2025.

A detailed schedule with meeting dates will be developed at the project kick-off.

ATTACHMENT 3 - SCHEDULE OF FEES

CONSULTANT'S CURRENT STANDARD HOURLY RATE SCHEDULE

STANDARD HOURLY RATES

Senior Principal	\$175.00 - \$260.00 per hour
Principal	\$160.00 - \$225.00 per hour
Associate Principal	\$140.00 - \$195.00 per hour
Associate	\$115.00 - \$180.00 per hour
Senior Project Manager	\$105.00 - \$160.00 per hour
Project Manager.....	\$95.00 - \$140.00 per hour
Senior Landscape Architect	\$95.00 - \$180.00 per hour
Landscape Architect	\$85.00 - \$130.00 per hour
Senior Project Planner	\$95.00 - \$140.00 per hour
Planner II	\$85.00 - \$130.00 per hour
Planner I.....	\$75.00 - \$120.00 per hour
Landscape Architect-In-Training / Landscape Designer	\$75.00 - \$120.00 per hour
Landscape Architect Intern / Landscape Designer	\$65.00 - \$95.00 per hour
Draftsperson	\$55.00 - \$95.00 per hour
Graphic Designer	\$75.00 - \$110.00 per hour
Clerical / System Staff	\$75.00 - \$130.00 per hour

REIMBURSABLE EXPENSES

Social Pinpoint Public Engagement Tool	\$1,500.00
Costar Data	\$150 per report
Filing Fees	cost
Materials and Supplies	cost
Meals and Lodging	cost
Mileage	\$.67 per mile
Postage	cost
Printing by Vendor	cost
B/W Photocopies/Prints 8½ x 11	\$0.10 each
B/W Photocopies/Prints 11x17.....	\$0.20 each
Color Photocopies/Prints 8½ x 11	\$0.75 each
Color Photocopies/Prints 11x17	\$1.50 each
Large Format Plotting – Bond	\$2.50/SF
Large Format Plotting - Mylar	\$4.50/SF
Large Format Plotting - Photo	\$5.00/SF
Flash Drives.....	\$10.00 each
Booklet Binding (cover, coil, back).....	\$4.50 each
Foam Core	\$8.00 each
Easel Pads	\$32.75 each
Online Meeting Service	\$35.00 Each

Effective 1/1/2024

REIMBURSABLE EXPENSES

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

CITY COUNCIL COMMUNICATION
Meeting Date: 12/10/2024

AGENDA ITEM: Approving 2025 Grimes Civic Calendar

BACKGROUND: During the Strategic Planning Workshop, the City Council directed staff to continue to look at a modified schedule for City Council meetings. The Civic Calendar identifies not only City Council meetings but all other boards and commissions of the City.

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

RESOLUTION 12-0824 APPROVING 2025 GRIMES CIVIC CALENDAR

Grimes Resolution No. 12-0824

WHEREAS, the City of Grimes holds various civic meetings throughout the year;

WHEREAS, the city of Grimes recently provided direction as it relates to the Grimes City Council Meetings;

WHEREAS, the City Council of the city of Grimes desire to approve a civic calendar for 2025;

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

1. That the Grimes City Council Schedule is hereby approved;
2. That the 2024 Grimes Civic Calendar is hereby approved.

PASSED and APPROVED on December 10, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

2025



GRIMES CIVIC CALENDAR

JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
			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	

FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
						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	

MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
						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					

APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
		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			

MAY

SUN	MON	TUE	WED	THU	FRI	SAT
				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

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
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					

JULY

SUN	MON	TUE	WED	THU	FRI	SAT
		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		

AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
					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						

SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
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14	15	16	17	18	19	20
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28	29	30				

OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
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23	24	25	26	27	28	29
30						

DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
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28	29	30	31			

CITY COUNCIL

CITY COUNCIL WORKSHOP

BOARDS AND COMMISSIONS

BOARD OF ADJUSTMENT (3RD WEDNESDAYS AS NEEDED)

LIBRARY BOARD OF TRUSTEES (3RD TUESDAYS)

PARK & RECREATION ADVISORY BOARD (4TH WEDNESD)

PLANNING & ZONING COMMISSION (1ST TUESDAYS)

PUBLIC HEALTH & SAFETY ADVISORY BOARD (EVERY O

TREE BOARD (EVERY OTHER FIRST WEDNESDAY)

STAFF INSERVICE DAYS

PRESIDENT'S DAY

COLUMBUS DAY

CITY HOLIDAYS

NEW YEAR'S DAY

MARTIN LUTHER KING JR. DAY

MEMORIAL DAY

INDEPENDENCE DAY

LABOR DAY

VETERAN'S DAY

THANKSGIVING DAY

FRIDAY AFTER THANKSGIVING

CHRISTMAS EVE

CHRISTMAS DAY

2025 COUNCIL SCHEDULE

Council Date	Meeting Type	Department Annual Written Report
Jan 14	Business	
Jan 28	No Meeting	
Feb 11	Business/Budget Workshop	
Feb 25	Business	Development Services
Mar 11	Business	Fire Department
Mar 25	Business	
Apr 08	Business	Public Works
Apr 22	Business	Engineering
May 13	No Meeting	
May 27	Business	Communications
Jun 10	No Meeting	
Jun 24	Business	IT
Jul 08	No Meeting	
Jul 22	Business	Finance
Aug 12	No Meeting	
Aug 26	Business	HR
Sep 09	Business/Strategic Planning Presentation	
Sep 23	Business	Parks and Recreation
Oct 14	*Strategic Planning Workshop/No Business Meeting	
Oct 28	Business	Economic Development
Nov 11	No Meeting	
Nov 25	Business	Library
Dec 09	Business	
Dec 23	No Meeting	

	Proposed Meetings
Total Meetings	16
Business Meetings	15
Workshops	2

*Dependent upon Strategic Planning Dates

RESOLUTION 12-0924 APPROVING PAYMENTS FOR PROFESSIONAL SERVICES

Grimes Resolution No. 12-0924

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 December 10, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Grimes Public Administration Building
Contractor: OPN Architects, Inc.
Address: 200 5th Ave. SE Ste 201, Cedar Rapids, IA 52401
Finance Budget Code: 387-650-6490 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: July 23, 2024 **Vendor #** 2532

Date of Council Meeting: December 10, 2024 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: November 1, 2024 Through: November 30, 2024

Contract Summary

Original Contract Amount:	\$	668,900.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	668,900.00	
Total completed and stored to date:	\$	36,610.43	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	36,610.43	
Less previous applications for payment:	\$	33,314.84	
SUBTOTAL	\$		3,295.59
OTHER CHARGES (Attach an itemized list)	\$		-
CURRENT PAYMENT DUE	\$		3,295.59
Balance to finish, including retainage:	\$	632,289.57	

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:

OPN Architects, Inc.

Firm Name

Signature

Date

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: 12/2/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 8, 2024	\$ 10,106.25
2	October 22, 2024	\$ 16,779.97
3	November 26, 2024	\$ 6,428.62
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 33,314.84

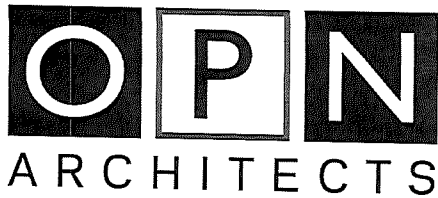
Record of Change Orders

No.	Date	Amount
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25		

TOTAL \$ -

Contract Time Remaining

Contract Period: WORKING DAYS
Original Contract Date: July 23, 2024
Original Contract Time: -
Added by Change Order: -
Contract Time to Date: -
Time Used to Date: -
Contract Time Remaining: -



200 5th Ave SE
Ste 201
Cedar Rapids, IA 52401

INVOICE

Invoice Number: 24826000-4
Date: November 30, 2024
Project Number: 24826000

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

Grimes Public Administration Building

For Professional Services Rendered Through: November 30, 2024

Fee Services

	Contract Amount	Percent Complete	Fee Earned	Prior Billings	Current Billings
Design Development	\$171,398.00	0.00	\$0.00	\$0.00	\$0.00
Bidding/Negotiations	\$24,192.00	0.00	\$0.00	\$0.00	\$0.00
Schematic Design	\$88,666.00	10.28	\$9,110.43	\$5,741.12	\$3,369.31
Construction Administration	\$144,086.00	0.00	\$0.00	\$0.00	\$0.00
PreDesign	\$27,500.00	100.00	\$27,500.00	\$27,573.72	(\$73.72)
Construction Documents	\$213,058.00	0.00	\$0.00	\$0.00	\$0.00
	\$668,900.00		\$36,610.43	\$33,314.84	\$3,295.59

\$3,295.59

Invoice Total **\$3,295.59**

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: December 10, 2024 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: October 20, 2024 Through: November 16, 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:	\$ 18,432.00	
Retainage: % of Completed Work:	\$ -	
Total Earned less Retainage:	\$ 18,432.00	
Less previous applications for payment:	\$ 14,439.00	
SUBTOTAL		\$ 3,993.00
OTHER CHARGES (Attach an itemized list)		\$ -
CURRENT PAYMENT DUE		\$ 3,993.00
Balance to finish, including retainage:	\$ 6,310.00	

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

Submit to:

Engineering Department

E-mail:

engineering@grimesiowa.gov

Phone: (515) 986-4050

Fax: (515) 986-4480

Date Printed: 11/26/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 8, 2024	\$ 2,166.00
2	November 12, 2024	\$ 12,273.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 14,439.00

Record of Change Orders

No.	Date	Amount
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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

November 22, 2024
Invoice No: 128117 - 3

Project Manager H. Veenstra

Engineering services for Wastewater Treatment Plant Decommissioning Plan

Professional Services from October 20, 2024 to November 16, 2024

Professional Personnel

	Hours	Rate	Amount	
Engineer II-A	1.00	198.00	198.00	
Drafter III	33.00	115.00	3,795.00	
Totals	34.00		3,993.00	
Total Labor				3,993.00

Billing Limits

	Current	Prior	To-Date	
Total Billings	3,993.00	14,439.00	18,432.00	
Limit			24,742.00	
Remaining			6,310.00	
		Total this Invoice		\$3,993.00

Billings to Date

	Current	Prior	Total
Labor	3,993.00	14,439.00	18,432.00
Totals	3,993.00	14,439.00	18,432.00

*
*

EMAIL INVOICES: engineering@grimesiowa.gov

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

Project Name: Grimes Public Library
Project # X237400
Date: 12/2/2024

WEITZ SUMMARY – Amount Due

The Weitz Company: \$10,877.65

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): City of Grimes	PROJECT: PROJECT: #	Grimes Public Library X237400	Distribution to: OWNER (1) ARCHITECT (3) CONTRACTOR (1)
MAKE PAYMENT TO: FROM (CONTRACTOR): The Weitz Company, LLC 611 5th Ave, Suite 300 Des Moines, IA 50309	ARCHITECT: Invision 303 Watson Powell Jr. Way Suite 200 Des Moines, IA 50309	APPLICATION NO: 26 FINAL PERIOD TO: 03/01/24 12/02/24	
CONTRACT FOR: Construction Management		CONTRACT DATE:	

CONSTRUCTION MANAGER'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	0	0
Approved this Month		
Number	Date Approved	
CO 1	CM Services finalized	22,633.00
CO 2	PCO 004, 005, 009 & 010	17,558.50
CO 3	PCO 15	115,605.00
CO 4	PCO 028	18,129.80
CO 5	PCO 034	10,737.00
CO 6	PCO 065, 066 & 068	(5,929.50)
CO 7	PCO 075	12,293.00
CO 8	PCO 081	3290.35
TOTALS	194,317.15	0
Net change by Change Order		194,317.15

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

1.ORIGINAL CONTRACT SUM	\$ 951,048.00
2.Net change by Change Order	\$ 194,317.15
3.CONTRACT SUM TO DATE (Line 1+2)	\$ 1,145,365.15
(Column C on G703)	
4.TOTAL COMPLETED & STORED TO DATE	\$ 1,145,365.15
(Column G on G703)	
5. RETAINAGE:	
a. 0% completed work	\$ -
(Column D + E on G703)	
b. 0% of Stored Material	\$ -
(Column F on G703) included in above number	
TOTAL RETAINAGE (Line 5a + 5b or Total in Column 1 of G703)	\$ -
6.TOTAL EARNED LESS RETAINAGE	\$ 1,145,365.15
(Line 4 less Line 5 Total)	
7.LESS PREVIOUS CERTIFICATES FOR PAYMENTS	\$ 1,134,487.50
8.CURRENT PAYMENT NOW DUE	\$ 10,877.65
9.BALANCE TO FINISH, PLUS RETAINAGE	\$ -
(Line 3 less Line 6)	

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

CONTRACTOR: THE WEITZ COMPANY, LLC

By : Stephanie Morrison

December 2, 2024

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

NOTARY PUBLIC: Suzi K Hammer
My Commission Expires:

ACJ
Vender #:4210
Code: 350-410-6499



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

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

ARCHITECT: 0

By: _____ Date: _____

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

Prj # X237400			App # : 26 FINAL		Pd From: 3/1/2024				
Prj Name Grimes Public Library			App Date: 12/2/2024		PD TO : 12/2/2024				
Sub:			Retain : 5.00%						
A	B	C1	D	E	F	G		H	I
Item Number	Description of Work	SOV	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	Total Completed And Stored (D+E+F)	Percent (G%C)	Balance To Finish (C-G)	
			PREVIOUS (D+E)	This Period					
	<u>The Weitz Company - Construction Manager</u>								
1	Preconstruction	25,000.00	25,000.00			25,000.00	100%		
2	Construction Manager Services	645,305.80	645,305.80			645,305.80	100%		
	<u>General Requirements</u>								
3	Latrines	8,300.00	8,300.00			8,300.00	100%		
4	Surveying	8,560.00	8,560.00			8,560.00	100%		
5	Dumpsters/Trash Chute	35,560.00	29,351.00			29,351.00	83%	6,209.00	
6	Safety	2,850.00	18,450.11	0.30		18,450.41	647%	(15,600.41)	
7	SWPPP/Access/Snow Removal	24,842.00	24,842.00			24,842.00	100%		
8	General Building Enclosures/Heat	50,146.00	40,361.00			40,361.00	80%	9,785.00	
9	Roof Access	5,000.00	7,775.59			7,775.59	156%	(2,775.59)	
10	Temporary Fencing	11,000.00	8,618.00			8,618.00	78%	2,382.00	
11	Fee (3.25%) on Construction Manager Services	26,048.00	26,048.00			26,048.00	100%		
12	Fee (3.25%) per Prime Volume Summary below	302,753.35	291,876.00	10,877.35		302,753.35	100%		
	<u>Prime Volume Summary (per PRIME PA 29)</u>								
1	BP #01 - Grading & Utilities - Corell Contractors	454,254.55	438,000.00	16,254.55		454,254.55	100%		
2	BP #02 - General Construction - Graphite Group	2,660,550.38	2,689,110.77	(28,560.39)		2,660,550.38	100%		
3	BP #03 - Masonry - Forrest & Associates	353,969.87	353,969.87			353,969.87	100%		
4	BP #04 - Flooring - Ideal Floors	113,875.00	113,875.00			113,875.00	100%		
5	BP #05 - Ceramic Tile - Des Moines Marble	127,505.00	127,505.00			127,505.00	100%		
6	BP #06 - Roofing - Academy Roofing	422,350.00	422,350.00			422,350.00	100%		
7	BP #07 - Aluminum, Glazing & Metal Panels - Forman Ford	858,626.77	848,062.00	10,564.77		858,626.77	100%		
8	BP #08 - Framing, Drywall, Acoustic, Paint - Performance Contracting Inc	1,542,367.23	1,542,367.23			1,542,367.23	100%		
9	BP #09 - Elevator - KONE	144,000.00	144,000.00			144,000.00	100%		
10	BP #10 - Fire Sprinkler - Midwest Auto Fire Sprinkler	87,500.00	87,500.00			87,500.00	100%		
11	BP #11 - Mechanical - AMC Mechanical	1,039,785.27	1,039,785.27			1,039,785.27	100%		
12	BP #12 - Electrical - Van Maanen Electric	1,037,257.47	1,037,257.47			1,037,257.47	100%		
13	BP #13 - Site Paving - Nehring	241,494.00	241,494.00			241,494.00	100%		
14	BP #14 - Landscaping - Miner Hardscape	173,370.00	154,970.00			154,970.00	89%	18,400.00	7,748.50
	Prime Contractors Total	\$ 9,256,905.54	\$ 9,240,246.61	\$ (1,741.07)		\$ 9,238,505.54	100%	18,400.00	7,748.50

FINAL UNCONDITIONAL WAIVER OF LIEN

STATE OF IOWA

COUNTY OF POLK

To Whom it May Concern:

The Undersigned has been employed by The City of Grimes (“Owner”) to furnish labor, materials and services for the premises known as Grimes Public Library, Grimes, Iowa at the request of Owner.

The Undersigned, for and in consideration of the final payment of Ten Thousand, Eight Hundred Seventy-Seven Dollars and 65/100’s (\$10,877.65), the receipt of which is hereby acknowledged, does hereby waive and release its right to lien under the statutes of the State of Iowa relating to Mechanic’s Liens on the above-described premises for the improvements made by the Undersigned and paid for by Owner.

Dated: December 2, 2024

The Weitz Company, LLC

By: Stephanie Morrison

Title: Senior Project Manager

Subscribed and sworn to before me this 2nd day of December, 2024

State of: IOWA
subscribed and sworn to before me this

County of: POLK

NOTARY PUBLIC:
My Commission Expires:

Suzi K. Hammer



APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Lions Park - Phase One
Contractor: Confluence, Inc.
Address: 525 17th Street, Des Moines, IA 50309
Finance Budget Code: 309-430-6407 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: June 25, 2024 **Vendor #** 4250

Date of Council Meeting: December 10, 2024 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: August 20, 2024 Through: November 20, 2024

Contract Summary

Original Contract Amount:	\$ 98,000.00	
Net change by Change Orders:	\$ -	
Contract Amount to Date: (line 1 ± 2)	\$ 98,000.00	
Total completed and stored to date:	\$ 44,759.32	
Retainage: 0 % of Completed Work:	\$ -	
Total Earned less Retainage:	\$ 44,759.32	
Less previous applications for payment:	\$ 29,227.74	
SUBTOTAL		\$ 15,531.58

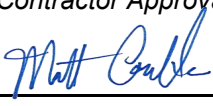
OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 15,531.58

Balance to finish, including retainage: \$ 53,240.68

Contract Time Remaining (If applicable) - WORKING DAYS

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

Construction Contractor Approval: Matthew Carlile
Firm Name
Signature:  Date: 12.3.24

Engineer / Consultant Approval: Confluence, Inc.
Firm Name
Signature: _____ Date: _____

City of Grimes Staff Approval:
Signature:  Date: 12/3/24

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	July 9, 2024	\$ 7,021.17
2	July 9, 2024	\$ 2,527.17
3	October 8, 2024	\$ 12,158.90
4	October 8, 2024	\$ 7,520.50
5		
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 29,227.74

Record of Change Orders

No.	Date	Amount
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TOTAL \$ -

Contract Time Remaining

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



Confluence, Inc
525 17th Street
Des Moines, IA 50309
515.288.4875

City of Grimes, IA
Matt Ahrens
Parks and Recreation
410 SE Main Street
#102
Grimes, IA 50111

Invoice number 30682
Date 11/25/2024

Project **23567 Lions Park - Grimes**

Professional Services through November 20, 2024

Finance Budget Code: 309-430-6407
Vendor No.: 4250

Include Payment Application with Invoice

Send invoices to: engineering@grimesiowa.gov; mahrens@grimesiowa.gov

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Confluence	44,900.00	91.14	28,225.00	40,920.00	12,695.00
SVPA	27,000.00	12.00	913.40	3,240.00	2,326.60
Nilles and Associates	26,100.00	0.00	0.00	0.00	0.00
Total	98,000.00	45.06	29,138.40	44,160.00	15,021.60

Reimbursable Expenses

Reimbursables				Billed Amount
	Date	Units	Rate	
11x17 Black & White	08/28/2024	2.00	0.20	0.40
11x17 Color	08/12/2024	10.00	1.50	15.00
	10/01/2024	12.00	1.50	18.00
	10/23/2024	2.00	1.50	3.00
8.5x11 Color	08/12/2024	26.00	0.75	19.50
	10/01/2024	5.00	0.75	3.75
	10/22/2024	7.00	0.75	5.25
	10/23/2024	22.00	0.75	16.50
	11/04/2024	21.00	0.75	15.75
Bond Plotting by SF	08/28/2024	6.00	2.50	15.00
	10/19/2024	6.00	2.50	15.00

Reimbursable Expenses

Reimbursables

	Date	Units	Rate	Billed Amount
Bond Plotting by SF				
	10/22/2024	48.00	2.50	120.00
	10/23/2024	54.00	2.50	135.00
	11/01/2024	6.00	2.50	15.00
	Subtotal			397.15
Madison Dierks				
Per Miles				
	10/01/2024	30.40	0.67	20.37
	10/23/2024	62.80	0.67	42.08
	11/05/2024	30.20	0.67	20.23
Supplies				
	10/23/2024	1.00	14.743	14.74
	Subtotal			97.42
SVPA Archtects Inc				
Consultant Reimbursable Expenses				
	09/06/2024			15.41
	Phase subtotal			509.98
			Invoice total	15,531.58

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
30682	11/25/2024	15,531.58	15,531.58				
	Total	15,531.58	15,531.58	0.00	0.00	0.00	0.00

RESOLUTION 12-1024 APPROVING CAPITAL PROJECT PAYMENT REQUESTS

Grimes Resolution No. 12-1024

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 staff 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 December 10, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

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: December 10, 2024 PAYMENT REQUEST # 2
PAYMENT PERIOD: From: November 1, 2024 Through: November 30, 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: \$ 444,548.50
Retainage: 5 % of Completed Work: \$ 22,227.43
Total Earned less Retainage: \$ 422,321.08
Less previous applications for payment: \$ 258,985.68
SUBTOTAL \$ 163,335.40

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 163,335.40

Balance to finish, including retainage: \$ 49,700.93

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

12/2/24
Date

Engineer / Consultant Approval:

Firm Name

Signature

Date

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: 12/2/2024

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	163.00	\$ 6,520.00	\$ -	\$ 6,520.00	-	100.00%
3		Topsoil, Compost Amended	CY	100.00		100.00	\$ 85.00	\$ 8,500.00	100.00	\$ 8,500.00	\$ -	\$ 8,500.00	-	100.00%
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	310.00	\$ 17,050.00	\$ -	\$ 17,050.00	-	100.00%
8		Subdrain, Cleanout, Type A-1, 8 IN	EA	3.00		3.00	\$ 750.00	\$ 2,250.00	3.00	\$ 2,250.00	\$ -	\$ 2,250.00	-	100.00%
9		Subdrain, Outlets and Connections, Ditch, 8 IN	EA	2.00		2.00	\$ 1,500.00	\$ 3,000.00	2.00	\$ 3,000.00	\$ -	\$ 3,000.00	-	100.00%
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	350.00	\$ 31,500.00	\$ -	\$ 31,500.00	-	100.00%
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	\$ 4,000.00	\$ -	\$ 4,000.00	-	100.00%
16		Painted Symbols and Legends, Durable	EA	3.00		3.00	\$ 275.00	\$ 825.00	3.00	\$ 825.00	\$ -	\$ 825.00	-	100.00%
17		Temporary Traffic Control	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ -	\$ 2,500.00	-	100.00%
18		Traffic Signs, R7-8A, 12X18	EA	2.00		2.00	\$ 350.00	\$ 700.00	2.00	\$ 700.00	\$ -	\$ 700.00	-	100.00%
19		Traffic Signs, R7-8BP, 18X9	EA	2.00		2.00	\$ 350.00	\$ 700.00	2.00	\$ 700.00	\$ -	\$ 700.00	-	100.00%
20		Round Steel Posts	LF	2.00		2.00	\$ 600.00	\$ 1,200.00	2.00	\$ 1,200.00	\$ -	\$ 1,200.00	-	100.00%
21		Conventional Seeding, Seeding, Fertilizing, and Mulching, Type 1 - Permanent Lawn	LS	1.00		1.00	\$ 1,100.00	\$ 1,100.00	1.00	\$ 1,100.00	\$ -	\$ 1,100.00	-	100.00%
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	\$ 1,700.00	\$ -	\$ 1,700.00	-	100.00%
23		Watering	MGAL	35.00		35.00	\$ 110.00	\$ 3,850.00	35.00	\$ 3,850.00	\$ -	\$ 3,850.00	-	100.00%
24		Sod	SQ	45.00		45.00	\$ 100.00	\$ 4,500.00	45.00	\$ 4,500.00	\$ -	\$ 4,500.00	-	100.00%
25		Plants With Warranty, Deciduous Shrubs, (5 Cont)	EA	24.00		24.00	\$ 150.00	\$ 3,600.00	20.00	\$ 3,000.00	\$ -	\$ 3,000.00	4.00	83.33%
26		Plants With Warranty, Perennial Ground Cover/Ornamental Grass, (1GAL)	EA	83.00		83.00	\$ 45.00	\$ 3,735.00	83.00	\$ 3,735.00	\$ -	\$ 3,735.00	-	100.00%
27		Plants With Warranty, Deciduous Tree, (2" CAL B&B)	EA	9.00		9.00	\$ 650.00	\$ 5,850.00	9.00	\$ 5,850.00	\$ -	\$ 5,850.00	-	100.00%
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	0.75	\$ 2,250.00	\$ -	\$ 2,250.00	0.25	75.00%
30		Filter Sock, 9 IN	LF	740.00		740.00	\$ 3.30	\$ 2,442.00	640.00	\$ 2,112.00	\$ -	\$ 2,112.00	100.00	86.49%
31		Temporary RECP, 2	SY	200.00		200.00	\$ 3.30	\$ 660.00	200.00	\$ 660.00	\$ -	\$ 660.00	-	100.00%
32		RIP RAP, Erosion Stone	TON	10.00		10.00	\$ 100.00	\$ 1,000.00	10.00	\$ 1,000.00	\$ -	\$ 1,000.00	-	100.00%
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	\$ 3,300.00	\$ -	\$ 3,300.00	-	100.00%
37		Mobilization	LS	1.00		1.00	\$ 35,000.00	\$ 35,000.00	1.00	\$ 35,000.00	\$ -	\$ 35,000.00	-	100.00%
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	\$ 2,200.00	\$ -	\$ 2,200.00	-	100.00%
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	\$ 7,500.00	\$ -	\$ 7,500.00	-	100.00%
42		Stone Seatwall	TON	31.00		31.00	\$ 2,300.00	\$ 71,300.00	31.00	\$ 71,300.00	\$ -	\$ 71,300.00	-	100.00%
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	650.00	\$ 58,500.00	\$ -	\$ 58,500.00	-	100.00%
49		Concrete Wheel Stops	EA	2.00		2.00	\$ 300.00	\$ 600.00	2.00	\$ 600.00	\$ -	\$ 600.00	-	100.00%
50		Guardrail	LF	180.00		180.00	\$ 160.00	\$ 28,800.00	135.00	\$ 21,600.00	\$ -	\$ 21,600.00	45.00	75.00%
51		Dewatering	LS	1.00		1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	\$ -	\$ 10,000.00	-	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

\$ 472,022.00

\$ 444,548.50

94.18%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 12, 2024	\$ 258,985.68
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 258,985.68

Record of Change Orders

No.	Date	Amount
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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

Contractor's Application for Payment No.

12 (Twelve)

Application Period:

11/1/2024

to

11/25/2024

Application Date:

11/25/2024

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).....	\$	2,857,839.00
5. Retainage		
a. 5.0% X \$ 2,840,434.00 Work Completed.....	\$	142,021.70
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).....	\$	142,891.95
6. Amount Eligible to Date (Line 4 - Line 5d).....	\$	2,714,947.05
7. Less Previous Payments (Line 6 from prior Application).....	\$	2,341,332.00
8. Amount Due This Application.....	\$	373,615.05
9. Balance to Finish, Plus Retainage (Column G on Progress Estimate + Line 5 above).....	\$	765,052.95

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: Molly M Fulton

Date: 11/26/24

Payment of: \$373,615.05

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

is recommended by:

[Signature]
(Engineer)

11/26/24
(Date)

Payment of:

\$373,615.05

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

is approved by:

[Signature]
(Owner)

12/3/24
(Date)

Approved by:

Funding Agency (if applicable)

(Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	One (1) 2.0 MG Ground Storage Tank				Application Number:	12 (Twelve)		
Application Period:	11/1/2024	to	11/30/2024		Application Date:	11/25/2024		
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		\$ 256,100.00	100.00%	\$ -
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	\$ 429.00		\$ 9,295.00	65.00%	\$ 5,005.00
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	\$ 32,500.00	\$ -		\$ 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		\$ 76,000.00	100.00%	\$ -
4.19	Ladder/ Vent/ Hatch/ Misc Metals	\$ 59,000.00	\$ 14,750.00	\$ 26,550.00		\$ 41,300.00	70.00%	\$ 17,700.00
4.20	Paint	\$ 43,000.00	\$ 10,750.00	\$ 32,250.00		\$ 43,000.00	100.00%	\$ -
4.21	Mixing System	\$ 38,000.00	\$ -	\$ 38,000.00		\$ 38,000.00	100.00%	\$ -
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	\$ -	\$ 130,000.00		\$ 130,000.00	100.00%	\$ -
Approved Project Change Orders								
	Total	\$ 3,480,000.00	\$ 2,447,155.00	\$ 393,279.00	\$ 17,405.00	\$ 2,857,839.00	82.12%	\$ 622,161.00

Stored Material Summary

Contractor's Application

For (Contract):	One (1) 2.0 MG Ground Storage Tank						Application Number:		12 (Twelve)	
Application Period:	11/1/2024 to 11/30/2024						Application Date:		11/25/2024	
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
					\$ -		\$ -			\$ -
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Partial Pay Estimates Paid-to-Date

Contractor's Application

For (Contract):	Grimes Ground Storage Reservoir One (1) 2.0 MG Ground Storage Tank				Application Number:	12 (Twelve)
					Application Date:	11/25/2024
Application Period:	From:	11/1/2024	To:	11/30/2024	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	11/12/2024	\$ 46,597.50
12		

Total Estimates Paid to Date: \$ 2,341,332.00

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Total Construction Cost: \$ 2,341,332.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2024 Traffic Calming
Contractor: Concrete Connection LLC
Address: 5170 NW Beaver Drive, Johnston, IA 50131
Finance Budget Code: 355-210-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: October 23, 2028 **Vendor #** 4905

Date of Council Meeting: December 10, 2024 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: October 29, 2028 Through: November 30, 2024

Contract Summary

Original Contract Amount:	\$	91,658.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	91,658.00	
Total completed and stored to date:	\$	82,298.00	
Retainage: 5 % of Completed Work:	\$	4,114.90	
Total Earned less Retainage:	\$	78,183.10	
Less previous applications for payment:	\$	-	
SUBTOTAL	\$	78,183.10	
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	78,183.10	
Balance to finish, including retainage:	\$	13,474.90	

Contract Time Remaining (If applicable) 15.00 WORKING DAYS

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

Construction Contractor Approval: Concrete Connection LLC
Signature: [Signature] Firm Name: Concrete Connection LLC Date: 12/3/24

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

City of Grimes Staff Approval:
Signature: [Signature] Date: 12-3-24

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

Date Printed: 12/3/2024

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, OFFSITE, 6IN DEPTH, COMPOST AMENDED	CY	61.00		61.00	\$ 50.00	\$ 3,050.00	61.00	\$ 3,050.00	\$ -	\$ 3,050.00	-	100.00%
2	2010	EXCAVATION, CLASS 10	CY	52.00		52.00	\$ 50.00	\$ 2,600.00	52.00	\$ 2,600.00	\$ -	\$ 2,600.00	-	100.00%
3	2010	SUBBASE, GRANULAR, 6IN.	SY	373.00		373.00	\$ 12.00	\$ 4,476.00	373.00	\$ 4,476.00	\$ -	\$ 4,476.00	-	100.00%
4	4020	REMOVAL OF STORM SEWER, ANY, LESS THAN 36"	LF	4.00		4.00	\$ 100.00	\$ 400.00	3.00	\$ 300.00	\$ -	\$ 300.00	1.00	75.00%
5	6010	INTAKE, SW-504	EA	1.00		1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	\$ -	\$ 5,000.00	-	100.00%
6	7010	PAVEMENT, PCC, 7 IN.	SY	240.00		240.00	\$ 75.00	\$ 18,000.00	240.00	\$ 18,000.00	\$ -	\$ 18,000.00	-	100.00%
7	7010	PAVEMENT, PCC, 8 IN.	SY	115.00		115.00	\$ 115.00	\$ 13,225.00	115.00	\$ 13,225.00	\$ -	\$ 13,225.00	-	100.00%
8	7010	PAVEMENT, PCC COLORED AND STAMPED 8 IN.	SY	18.00		18.00	\$ 225.00	\$ 4,050.00	18.00	\$ 4,050.00	\$ -	\$ 4,050.00	-	100.00%
9	7010	PCC PAVEMENT SAMPLES AND TESTING	LS	1.00		1.00	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ -	\$ 1,500.00	-	100.00%
10	7030	REMOVAL OF SIDEWALK	SY	47.00		47.00	\$ 18.00	\$ 846.00	47.00	\$ 846.00	\$ -	\$ 846.00	-	100.00%
11	7030	SIDEWALK PCC 4 IN	SY	23.00		23.00	\$ 65.00	\$ 1,495.00	23.00	\$ 1,495.00	\$ -	\$ 1,495.00	-	100.00%
12	7030	SIDEWALK PCC 6 IN	SY	41.00		41.00	\$ 75.00	\$ 3,075.00	41.00	\$ 3,075.00	\$ -	\$ 3,075.00	-	100.00%
13	7030	DETECTABLE WARNING	SF	54.00		54.00	\$ 35.00	\$ 1,890.00	54.00	\$ 1,890.00	\$ -	\$ 1,890.00	-	100.00%
14	7040	PAVEMENT REMOVAL	SY	438.00		438.00	\$ 14.50	\$ 6,351.00	438.00	\$ 6,351.00	\$ -	\$ 6,351.00	-	100.00%
15	8020	PAINTED PAVEMENT MARKINGS DURABLE	STA	4.00		4.00	\$ 825.00	\$ 3,300.00	-	\$ -	\$ -	\$ -	4.00	0.00%
16	8020	PAINTED SYMBOLS AND LEGENDS	EA	2.00		2.00	\$ 275.00	\$ 550.00	-	\$ -	\$ -	\$ -	2.00	0.00%
17	8020	GROOVES CUT FOR PAVEMENT MARKINGS	STA	4.00		4.00	\$ 825.00	\$ 3,300.00	-	\$ -	\$ -	\$ -	4.00	0.00%
18	8020	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	2.00		2.00	\$ 275.00	\$ 550.00	-	\$ -	\$ -	\$ -	2.00	0.00%
19	8030	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ -	\$ 2,500.00	-	100.00%
20	9010	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING (TYPE 1)	SQ	26.00		26.00	\$ 100.00	\$ 2,600.00	26.00	\$ 2,600.00	\$ -	\$ 2,600.00	-	100.00%
21	9040	FILTER SOCK, 9 IN.	LF	280.00		280.00	\$ 3.00	\$ 840.00	280.00	\$ 840.00	\$ -	\$ 840.00	-	100.00%
22	9040	EROSION CONTROL MULCHING, HYDROMULCHING	SQ	26.00		26.00	\$ 60.00	\$ 1,560.00	-	\$ -	\$ -	\$ -	26.00	0.00%
23	9040	INLET PROTECTION DEVICE, DROP IN	EA	9.00		9.00	\$ 250.00	\$ 2,250.00	9.00	\$ 2,250.00	\$ -	\$ 2,250.00	-	100.00%
24	11020	MOBILIZATION	LS	1.00		1.00	\$ 5,500.00	\$ 5,500.00	1.00	\$ 5,500.00	\$ -	\$ 5,500.00	-	100.00%
25	SP-1	TRAFFIC SIGNS	LS	1.00		1.00	\$ 2,750.00	\$ 2,750.00	1.00	\$ 2,750.00	\$ -	\$ 2,750.00	-	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

\$ 91,658.00

\$ 82,298.00

89.79%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ -

Record of Change Orders

No.	Date	Amount
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TOTAL \$ -

Contract Time Remaining

Contract Period:	WORKING DAYS
Original Contract Date:	August 22, 2024
Original Contract Time:	30.00
Added by Change Order:	
Contract Time to Date:	30.00
Time Used to Date:	15.00
Contract Time Remaining:	15.00

CITY COUNCIL COMMUNICATION
Meeting Date: 12/10/2024

AGENDA ITEM: Resolution Approving Fiscal Year 2024-2025 Fall Transfers

BACKGROUND: Council approved the fiscal year 2024-2025 budget, which did include transfers between funds. Each fall we receive our tax revenues from the county and transfer half of the library's funding for the year from the general fund into their fund. This resolution also provides for transfers from the enterprise funds for partial funding of the debt payments for water and sewer debt, partial funding of the hauling project, and to fund the first payment of the Gould Heights/Thorpe purchase. We are also transferring monies from the parks CIP project fund to pay for GrimesPlex signage and project expenses and Splashpad capital project expenses. A transfer will be made from the local option sales tax fund for partial Library project funding. We will transfer from the GrimesPlex proprietary fund to the GrimesPlex capital project, and Tax Increment Financing dollars will be transferred into the debt fund for partial debt payment funding. The city will also transfer dollars from the 11th street signal project into the Hwy 141 & 44 signal project, and from the annual trail improvement projects to the Hwy 44 trail extension project.

BUDGETARY CONSIDERATIONS: Total transfer amount \$8,917,214.84- Exhibit A attached

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 the Fiscal Year 2024-2025 budget on April 23, 2024, which included planned transfers.

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 12-1124 APPROVING FISCAL YEAR 2024-2025 FALL TRANSFERS

Grimes Resolution No. 12-1124

WHEREAS, the City Council did approve the fiscal year 2024-2025 budget; and

WHEREAS, the fiscal year 2024-2025 budget did include transfers between funds; and

WHEREAS, the Finance Director recommends the attached fiscal year 2024-2025 fall transfers between funds;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Finance Director is directed to initiate the listed transfers.

PASSED and APPROVED on December 10, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

From/Out	Exhibit A FY25 Fall Transfers	Amount	
	To/In		
309-910-6910	367-910-4830	\$ 830,000.00	Transfer from Parks CIP to GrimesPlex - signage for Sponsor/Project expense
371-910-6910	339-910-4830	\$ 27,117.50	Transfer from 11th Signal project to Hwy 141 & 44 Signal project
600-910-6910	386-910-4830	\$ 1,808,230.00	Transfer from water to first 1/2 Gould Heights/Thorpe purchase
610-910-6910	384-910-4830	\$ 355,278.00	Transfer from sewer to cover partial hauling project
001-910-6910	002-910-4830	\$ 555,412.00	Transfer from General to Library Fund for first 1/2 year funding
121-910-6910	350-910-4830	\$ 1,000,000.00	Transfer from LOST for Library building project
750-910-6910	367-910-4830	\$ 800,000.00	Transfer from GrimesPlex proprietary fund to GrimesPlex project
125-910-6911	200-910-4831	\$ 1,741,596.00	Transfer from TIF for 1/2 FY25 Debt payments
600-910-6910	602-910-4830	\$ 1,000,000.00	Transfer from water for portion of debt payments into water sinking fund
610-910-6910	611-910-4830	\$ 500,000.00	Transfer from sewer for portion of debt payments into sewer sinking fund
309-910-6910	348-910-4830	\$ 288,261.09	Transfer from Parks CIP to the Splashpad project
358-910-6910	377-910-4830	\$ 11,320.25	Transfer from Annual Trail Improvement project to the Hwy 44 trail extension project
TOTAL FY25 FALL TRANSFERS		\$ 8,917,214.84	

CITY COUNCIL COMMUNICATION
Meeting Date: 12/10/2024

AGENDA ITEM: Little Beaver Creek Improvements – Setting the dates for the bid letting and public hearing.

BACKGROUND: The action that is in front of the council is to set the bid letting and public hearing dates for the Little Beaver Creek Improvements project. The proposed schedule for this project is to set the dates for the bid letting and public hearing on December 10th, hold the bid opening on January 7th @ 10:30 AM, hold the public hearing on January 14th @ 5:30 PM and award the project following the public hearing.

This project includes regrading the east and west creek banks along the Little Beaver Creek adjacent to Lion's Park, along with demolition of the current Lion's Park amenities, and mass grading the Lions Park site. This project is scheduled to start after the preconstruction meeting, which is expected to occur in February 2025 and reach substantial completion within twenty (20) working days and full completion within five (5) working days after substantial completion. The project includes \$800/calendar day liquidated damages for non-compliance with substantial completion provisions and \$400/calendar day for non-compliance with full completion provisions.

BUDGETARY CONSIDERATIONS: The engineer's opinion of probable construction cost is estimated to be approximately \$330,613.00. This project will be funded through the city's storm sewer and CIP funds.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None.

STAFF RECOMMENDATION: The staff recommends that the City Council approves the resolution to set the bid letting date of January 7th @ 10:30 AM and public hearing date of January 14th @ 5:30 PM.

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Aaron Jarosh

Return to: Matt Ahrens

RESOLUTION 12-1224 ORDERING CONSTRUCTION OF THE LITTLE BEAVER CREEK IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

Grimes Resolution No. 12-1224

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the Little Beaver Creek Improvements; and

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

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

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

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

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

The Little Beaver Creek Improvements project includes regrading the east and west creek banks along approximately 1300 linear feet of Little Beaver Creek adjacent to Lion's Park. In addition to the bank regrading, a limestone outcropping stair step will be constructed south of the pedestrian bridge, on the west side of the creek. These steps will include limestone blocks, gravel subbase and permeable membrane, along with riprap stone around the stairs. Additionally, the project will regrade an existing berm on the east side of the creek and remove approximately 10,300 CY of soil. A portion of the soil will be used as fill within Lion's Park, which will be spread and mass graded. Existing utilities will be adjusted as needed in the vicinity impacted by the grade changes.

The improvements include excavation of approximately 13,338 CY of total earthwork, 6 minor and major adjustments to sanitary manhole structures, removal of approximately 700 SY of PCC sidewalk, removal of approximately 33 trees (trunk diameter greater than or equal to 3"), removal of various park amenities (gazebo, shed structure, and chain link fences/backstops) temporary and permanent seeding, traffic control, erosion control, and miscellaneous associated work necessary to complete the project.

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

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a Notice to Bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to January 7, 2025, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Administrator or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on January 14, 2025, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish Notice of Hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on January 14, 2025.

PASSED and APPROVED on December 10, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING**

LITTLE BEAVER CREEK IMPROVEMENTS
CITY OF GRIMES, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the **City of Grimes, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated total cost for the **Little Beaver Creek Improvements** project at its meeting at **5:30 P.M. on the 14th day of January, 2025**, in the City Council Chambers, Grimes Community Complex, 410 SE Main Street #202, Grimes, Iowa, 50111.

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:30 A.M.** according to the clock in the Grimes City Council Chambers on the **7th day of January 2025**, at the reception desk in Grimes Community Complex, 410 SE Main Street #102, Grimes, Iowa, 50111. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened by the City Clerk and bids tabulated at **10:30 A.M. on the 7th day of January 2025**, in said City Council Chambers, 410 SE Main Street #202, Grimes, Iowa, 50111. Bids will be considered by the City of Grimes City Council at its meeting at **5:30 P.M. on the 14th day of January 2025**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in February 2025.

Contract Documents

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

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

Paper copies of the Contract Documents are available from Nilles Associates, 1933 SW Magazine Road, Ankeny, Iowa 50023 SE Main Street, Grimes, Iowa 50111, for a fee of Fifty Dollars (\$50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call Nilles Associates at 515-965-0123 in advance to reserve a paper copy.

Preference of Products and Labor

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

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

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

General Nature of the Public Improvement

LITTLE BEAVER CREEK IMPROVEMENTS

The Little Beaver Creek Improvements project includes regrading the east and west creek banks along approximately 1300 linear feet of Little Beaver Creek adjacent to Lion's Park. In addition to the bank regrading, a limestone outcropping stair step will be constructed south of the pedestrian bridge, on the west side of the creek. These steps will include limestone blocks, gravel subbase and permeable membrane, along with riprap stone around the stairs. Additionally, the project will regrade an existing berm on the east side of the creek and remove approximately 10,300 CY of soil. A portion of the soil will be used as fill within Lion's Park, which will be spread and mass graded. Existing utilities will be adjusted as needed in the vicinity impacted by the grade changes.

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Bid Security

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

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

Performance, Payment, and Maintenance Bond

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

Title VI Compliance

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

Payment

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

Sales Tax Exemption

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

Completion of Work

The Contractor shall substantially complete the overall project within **twenty (20) working days**. Substantial completion of the overall project shall be defined as all grading, utility construction completed, and all temporary and permanent seeding being completed. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **Eight Hundred Dollars (\$800.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within **five (5) working days** after the substantial completion date. Full completion for the overall project shall be defined as all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Four Hundred Dollars (\$400.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

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

Dated at Grimes, Iowa, this **10th day of December, 2024.**

Scott Mikkelsen, Mayor

ATTEST:

Rachel Greving, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **13th day of December 2024.**

Published in a newspaper with local circulation the **31st day of December, 2024.**

CITY COUNCIL COMMUNICATION
Meeting Date: 12/10/2024

AGENDA ITEM: Resolution Approving Vehicle Purchases

BACKGROUND: Public Works has planned for the purchase of new snowplow trucks as part of the ERP for FY25 and FY26. The new plow trucks will replace aging equipment that is in much need of replacement. The new plow trucks will allow for continued safe and efficient snow removal operations. Ordering these trucks now allows the City to avoid the additional costs of new emission requirements.

BUDGETARY CONSIDERATIONS: \$573,036.00 utilizing ERP funds

STRATEGIC PLANNING:

Prioritized: ____YES ____X__NO

*High-Performing Organization/Exception Professional Services __X__

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community __X__

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION: Staff recommends Council approval

RESPONSIBLE STAFF/CONTACT INFORMATION:

Kevin Hensley, Public Works Director, 515-986-9636, khensley@grimesiowa.gov

Prepared by: JB

Return to: KH

RESOLUTION TO APPROVE VEHICLE PURCHASES

Grimes Resolution No. 12-1324

WHEREAS, the Public Works Department has planned certain equipment purchases as part of the Equipment Replacement Program; and

WHEREAS, the City's Purchasing Policy as adopted prescribes the solicitation of quotes, state bid, or the utilization of a purchasing consortium and the proposed acquisitions meet those policy requirements; and

WHEREAS, the Public Works Director recommends to purchase the following equipment.

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

Section 1. The following acquisitions including add-ons and labor are hereby approved:

Equipment Description	Use	Cost
1. International HV507 Truck	RUT, STREETS	\$286,518.00
2. International HV507 Truck	RUT, STREETS	\$286,518.00

Section 2. Budgeted funds are hereby authorized to be disbursed and staff is hereby authorized to carry out and execute any action or instrument necessary to fulfill the provisions of this resolution.

MAY IT FURTHER BE RESOLVED that:

The Public Works Director is hereby authorized to carry out and execute any action necessary to fulfill the provisions of this resolution.

PASSED and APPROVED on December 10, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

Prepared For:

City of Grimes Plow Truck with Front Wing/FY24
Kevin Hensley
900 N. Main
Grimes, IA 50111-
(515)986 - 9636
Reference ID: FY24

Presented By:

Ascendance Trucks Midwest
Shane Broderick
3311 ADVENTURELAND DRIVE
ALTOONA IA 50009 -
(515)967-3300

Kevin,

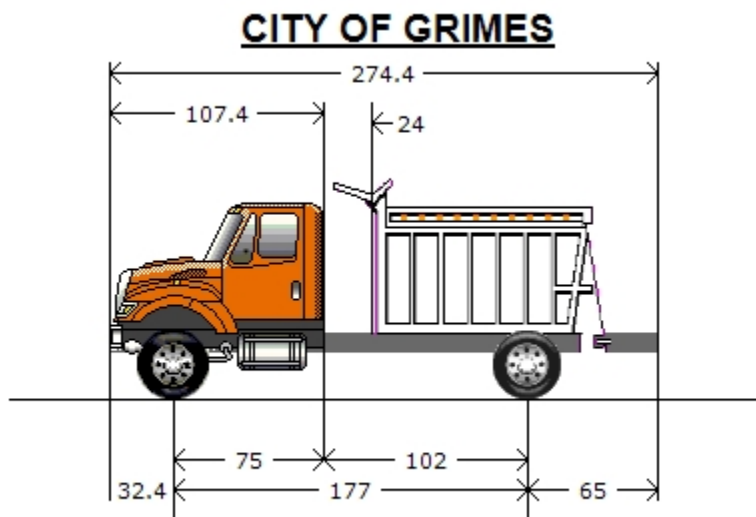
Here is the pricing for a new International HV507 4x2 using the National Sourcewell Program contract #032824-NVS. Thank you for the opportunity to quote these trucks.

\$117,120.00 International HV507 4x2

\$169,398.00 Henderson Equipment Quote #186509

\$286,518.00 Total for truck and equipment per truck

\$573,036.00 For two completed units truck and equipment



Model Profile
2026 HV507 SFA (HV507)

AXLE CONFIG:	4X2
APPLICATION:	Front Plow and Wing with Spreader
MISSION:	Requested GVWR: 35000. Calc. GVWR: 39000. Calc. GCWR: 80000
DIMENSION:	Wheelbase: 177.00, CA: 102.00, Axle to Frame: 65.00
ENGINE, DIESEL:	{Cummins L9 300} EPA 2024, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-161} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends Gear Ratio: 5.63
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
PAINT:	Cab schematic 100WK Location 1: 0311, Omaha Orange (Std)

Chassis schematic N/A

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
HV50700	Base Chassis, Model HV507 SFA with 177.00 Wheelbase, 102.00 CA, and 65.00 Axle to Frame.	5957/3683	9640

AXLE CONFIGURATION

1ANA	AXLE CONFIGURATION 4x2	56/-115	-59
	<u>Notes</u> : Pricing may change if axle configuration is changed.		

ENGINE

12EYW	ENGINE, DIESEL {Cummins L9 300} EPA 2024, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)	559/5	564
12VKC	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2025	0/0	0
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood	0/0	0
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA / OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.	0/0	0
	<u>Notes</u> : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.		
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	23/-5	18
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber		
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	0/0	0
	<u>Includes</u> : FAN Nylon		
12VAL	AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control	6/0	6
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines	3/0	3
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door		

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
12VYP	ENGINE CONTROL, REMOTE MOUNTED No Provision for Remote Mounted Engine Control	0/0	0
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted	10/0	10
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0

TRANSMISSION

13BDR	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	206/77	283
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	0/0	0
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission	0/0	0
13WDZ	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, S1 Performance in Primary and Fixed Programming in Secondary	0/0	0
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1

CLUTCH

11001	CLUTCH Omit Item (Clutch & Control)	0/0	0
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REAR AXLES, SUSPENSIONS

14ASK	AXLE, REAR, SINGLE {Meritor RS-23-161} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 5.63	0/240	240
14SAL	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs	0/207	207

FRONT AXLES

2ARU	AXLE, FRONT NON-DRIVING {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity	148/0	148
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FRONT SUSPENSIONS

3ACP	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 16,000-lb Capacity, Less Shock Absorbers	173/0	173
3WAJ	SPRINGS, FRONT AUXILIARY Air Bag, Right Side Only, Driver Control	15/0	15

CABS, COWLS, BODIES

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
16030	CAB Conventional, Day Cab	0/0	0
16ZJA	ACCESS, CAB Aluminum, Self-Cleaning, Open and Serrated Design, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab, Extended Cab or Sleeper Cab	-11/-3	-14
16BAM	AIR CONDITIONER with Integral Heater and Defroster	0/0	0
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap		
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0
16XXC	COWL TRAY LID	7/4	11
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0
16GEG	GAUGE CLUSTER Premium Level; English with English Electronic Speedometer	0/0	0
	<u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/ Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)		
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1
16XJP	INSTRUMENT PANEL Wing Panel	0/0	0
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16SNV	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Bright Heads, Black Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width	0/0	0
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"		
16SJX	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Bright, Heated, 7.5" Sq.	9/0	9
16VLV	MONITOR, TIRE PRESSURE Omit	-9/-2	-11
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl	14/9	23
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	0/0	0
16VSL	WINDSHIELD Heated, Single Piece	0/0	0
16XWJ	WINDSHIELD WIPER BLADES Winter Type	2/0	2

FRAMES

1CAG	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm x 9.5mm); 456.0" (11582mm) Maximum OAL	50/233	283
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty	0/0	0
1MEJ	FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline	0/0	0
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	140/-35	105
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)	217/-217	0

BRAKES

4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6	0/0	0
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control	0/0	0
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity	33/0	33
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn	4/0	4
4LAG	SLACK ADJUSTERS, FRONT {Gunitex} Automatic	14/0	14
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes	10/0	10
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/52	52
4EVH	BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 30/30 SqIn Spring Brake	0/9	9
4LGG	SLACK ADJUSTERS, REAR {Gunitex} Automatic	0/14	14

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes	0/10	10
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater	7/4	11
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	13/8	21
4VGN	AIR TANK Painted Aluminum, with Straight Thread O-Ring Ports	-12/-4	-16
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail	-17/25	8
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank	0/0	0
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	2/0	2

Notes

: When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.

STEERING

5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power	101/-5	96
5710	STEERING COLUMN Tilting and Telescoping	16/3	19
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0

DRIVELINES

6DGB	DRIVELINE SYSTEM {Dana Spicer} SPL140, for 4x2/6x2	5/19	24
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EXHAUST SYSTEMS

7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	126/50	176
7BEV	AFTERTREATMENT COVER Steel, Black	10/3	13
7WCM	EXHAUST HEIGHT 8' 10"	14/10	24
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel	14/11	25
7WAZ	TAIL PIPE (1) Turnback Type	5/5	10

ELECTRICAL SYSTEMS

8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
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Includes

: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
: STARTER SWITCH Electric, Key Operated
: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered		
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use	0/0	0
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened	0/0	0
8GGG	ALTERNATOR {Delco Remy 36SI} Brushless, 12 Volt, 165 Amp Capacity, Pad Mount, with Remote Sense	7/0	7
8RPR	ANTENNA for Increased Roof Clearance Applications	1/0	1
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	2/0	2
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab	-34/11	-23
8WGU	BATTERY BOX COVER Aluminum	3/4	7
8TNR	BATTERY CABLES with 36" of Extra Length Coiled and Strapped Near Battery Box	2/0	2
8RMH	BATTERY DISCONNECT SWITCH {Cole-Hersee 75920-06} 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Battery Box Mounted	2/0	2
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	24/29	53
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/ Turn	2/0	2
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	2/0	2
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8518	CIGAR LIGHTER Includes Ash Cup	1/0	1
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
8WTP	COURTESY LIGHT (2) Mounted In Front Map Pocket Left and Right Side	1/0	1
8XNY	HEADLIGHTS Halogen	0/0	0
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On	0/0	0
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	3/0	3
8541	HORN, ELECTRIC (2) Disc Style	1/0	1
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8RPT	RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input	3/0	3

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
8RPB	RADIO, STEERING WHEEL CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect	8/2	10
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars	5/3	8
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start	9/1	10
8TKB	STOP, TURN, TAIL & B/U LIGHTS {Truck Lite} Super 44, with LED Lights for Stop, Turn & Tail Lights, Truck Lite Super 40 for Backup Lights, with Power Module, "International" Termination and Less Junction Box, Includes Incandescent License Plate Light	0/5	5
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
8TMG	TRAILER CONNECTION SOCKET {Phillips} 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps	0/7	7
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0
8XPN	USB PORT One USB-A Port and One USB-C Port, Located in Instrument Panel	0/0	0
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0

FRONT END

9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	0/0	0
9HBM	GRILLE Stationary, Chrome	0/0	0
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	2/0	2
9HAN	INSULATION, UNDER HOOD for Sound Abatement	10/0	10
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0

SPEEDOMETER, TOOLS, MISC

10021	CHASSIS COATING Corrosion Resistant E-Coat Primer Coating for Single Frame Rails	0/0	0
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	1/0	1
10JPA	CUSTOMER IDENTITY for Sourcewell	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"		
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0

FUEL TANKS

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
15SGJ	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab	22/4	26
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
15924	FUEL TANK STRAPS Bright Finish Stainless Steel	0/0	0
15LNR	FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine	0/0	0

WHEELS, TIRES - FRONT

27DPN	WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc	62/0	62
7792545437	(2) TIRE, FRONT 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position	62/0	62

WHEELS, TIRES - REAR

28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs	0/24	24
7372135444	(4) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	0/20	20

WHEELS MISC OPTIONS

29WLK	WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil	0/0	0
29WAP	WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel	0/0	0
29WAR	WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels	0/0	0

BODY INTEGRATION

60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches	0/0	0
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Services Section:
WARRANTY

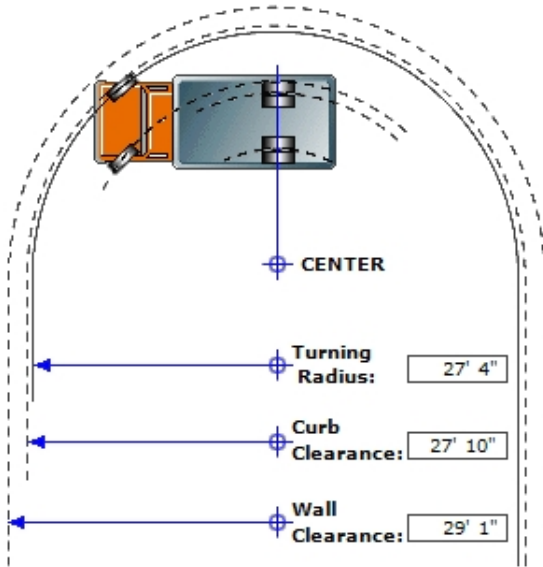
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0
40YZL	SRV CONT, EXT CUMMINS ENG/AFTR {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)	0/0	0

Total Component Weight:

8135/4405 **12540**
(lbs) (lbs)
(lbs) (lbs)

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
PD-51	Momentary Switch; Install one Momentary Switch in the remote switch package to operate the dump body vibrator.	0/0	0
LED Headlamps	Install LED headlamps	0/0	0
Total Goods Purchased:		0/0	0

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.



Series: HV
Model: HV507
Description: HV507 SFA
Model Year: 2026

Calculation Factors

Wheelbase: 177
Front Axle: 0002ARU
Description: AXLE, FRONT NON-DRIVING, {Meritor MFS-16-143A}
Wide Track, I-Beam Type, 16,000-lb Capacity
Front Wheel: 0027DPN
Description: WHEELS, FRONT, {Accuride 29039} DISC; 22.5x9.00 Rims,
Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC,
Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard
Offset, with .5" Thick Disc
Front Tire: 07792545437
Description: TIRES, 315/80R22.5 Load Range L HAU 3 WT
(CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
Steering Gear: 0005PTB
Description: STEERING GEAR, (2) {Sheppard M100/M80} Dual Power

Turning Radius StatisticsGeneral Information

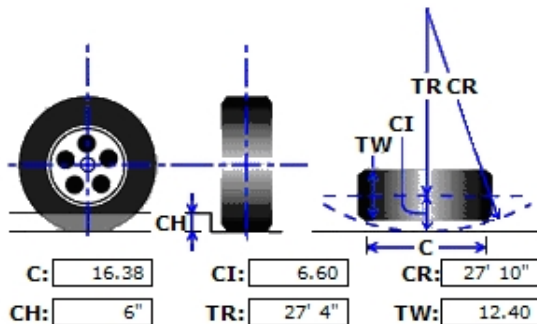
Inside Turn Angle: 43 Degrees
Radial Overhang: 21

Axle Information

KingPin Inclination: 6.25 Degrees
KingPin Center: 71.5

Turning Radius - Curb View

C - Curb Contact Length: 16.38
CI - Curb Clearance Increment: 6.60
CR - Curb Clearance Radius: 27'10"
CH - Curb Height: 6"
TR - Turning Radius: 27'4"
TW - Tire Width: 12.40



* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.



HENDERSON

PRODUCTS, INC.

916 S 10TH ST
MANCHESTER, IA 52057
PHONE: 563-927-7000
FAX: 563-927-7001

CUSTOMER QUOTE

Page 1
Quote #186509
Rev #90

To: CITY OF GRIMES
Attn: JEREMY THAYER
Quote Date: 11/22/2024
Valid Until: 2/20/2025

Quoted By: Ryan Burkle
Phone: 563-927-2828
Cell: 515-689-2578
Fax: 563-927-2521
Email: rburkle@hendersonproducts.com

Quoted:

Henderson Equipment Package: 10/11'x36in MUNI Body, 12'x42in Reversible Plow, 10' Front wing with Extend, Hydraulic PreWet with 150 GAL Capacity, Certified Power hydraulics/controls with Install

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

MUNIBody II multi-task body

Discharge Options: **Front Center Discharge Only-No Rear Feedgate**
Doghouse Type: **External with 60" headsheets**
Body Length: **10' / 11' body length, 36" sides, 48" tailgate**
Side Height: **36" High Sides with pockets for 12" boards**
Side to Floor Transition: **Standard 22 Degree from Horizontal Slope on Sides**
Tailgate/Rear Body Style: **Standard Rear Discharge Apron 48" Tailgate**
Granular Capacity: **6.9 yd Sides 9.8 yd Ends**
Cabshield: **Yes**
Sides / Ends: **Optional 304SS sides, ends**
Cabshield Material: **10 ga. with 7 ga. endplates, Stainless Steel**
Floor: **1/4" AR400**
Cabshield Size: **22" X 78" (1/2 cab) 304SS**
Rear Apron / Bolsters: **304 Stainless Steel**
Tailgate Bracing: **304 Stainless Steel**
Body Hinge Type: **Greaseable Hinge Blocks**
Body Hinge Paint: **No, Rear Hinge Bare Steel, Dealer To Paint @ Install**
Conveyor speed sensor: **Conveyor speed sensor**
Conveyor Motor and Gearcase Location: **Front Mounted Motor and Gearcase**
3/16" AR 400 Steel Conveyor Cover: **Yes, shipped loose**
Hydraulic Reservoir: **None, deduct from price**
Fold-up Side Ladder: **Yes**
Ladder Material: **10 ga. 304 SS**
Polyurethane spinner disk: **Yes**
Underbody Pans, 304 SS: **Yes**
Lighting Package: **Standard lights**
Extra Light Holes in Rear Bolster: **Two extra light holes in each bolster**
Drivers Side Fender: **Platform Fenders for Toolbox or Tanks**
Passengers Side Fender: **Platform Fenders for Toolbox or Tanks**
Drivers Side Fender Accessory: **75 gallon poly tank (66 in long)**
Special Fender Options - Drivers Side: **None needed**
Passengers Side Fender Accessory: **75 gallon poly tank (66 in long)**
Special Fender Options - Passengers Side: **None needed**
Option 1 Description: **Double Acting Hoist ILO of Single acting**





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CUSTOMER QUOTE

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Option 2 Description: **201 Stainless Steel Instead of 304**
Option 3 Description: **Full width cylinder cradle ILO of standard**
Option 4 Description: **Flat rear apron on MUNI body**
Option 5 Description: **(6) oval light holes in cabshield: (2) frwd, (1) ea side,**
Option 6 Description: **(2) rear**
Option 7 Description: **SS Hyd side tubes ILO of steel**
Option 8 Description: **MUNI grease bank**
Option 9 Description: **STAINLESS Spinner Disc ILO of Poly**

Reversible snow plow

Plow Length: **12' length**
Moldboard Trip: **Full trip with 2 external compression springs**
Pushframe Type: **Full Width Push Frame with top mount cylinders, Std. Angle**
Moldboard Height: **42" height**
Moldboard Shield: **Integral shield**
Moldboard Sheet Material: **10 GA GR50 steel (standard)**
Mailbox Cut/Mouse Ear: **Mailbox cutout on right side of moldboard**
Hydraulic Cylinders: **3" x 2" x 10" reversing nitrided cylinders**
Paint: **Henderson Orange**
12" Rubber Deflector: **Yes, w/ SS Backer**
Install Rubber Deflector: **Yes**
36" Plastic Side Markers, Pair: **Yes**
Parking Jack, Screw Adjustable: **Yes**
Cutting Edge: **Std 5/8" x 8" One Piece AASHTO punch**
Hitch, Plow Portion: **Quick hitch**
Plow portion hitch width: **30.5"**
Plow Portion Installed on Plow: **Yes**
Hitch, Truck Portion: **See HPH or HCH for Truck portion hitch**
Custom Option Fields: **Note Custom Details Below**
Option 1 Description: **Sandblast moldboard before powder coat**
Option 2 Description: **Kuper Tuca SX Wave Cutting Edges installed on plow**
Option 3 Description: **(3) 130172 Kupers, (1) 166030 RH guard, (1) 166029 LH guard**
Option 4 Description: **2nd Complete Set of Cutting Edges loose for customer**
Option 5 Description: **(3) 130172 Kupers, (1) 166030 RH guard, (1) 166029 LH guard**
Option 6 Description:

Snow Plow Hitch

Reversing Cylinder Style: **None or Top mount reversing cylinders**
Plow Portion Hitch: **Plow portion picked under plow**
Hitch, Truck Portion: **Quick hitch, low profile, 30.5"**
Bumper to Frame Mounting Kit: **No, upfitter supplied mounting**
Hydraulic Lift Cylinder: **4" x 2" x 10" Double Acting Nitrided Lift Cylinder**
High Pressure QD System: **No High Pressure QD System**
Holding Valve for Lift Cylinder: **No Holding Valve For Lift Cylinder**
Custom Options: **No Custom Options Required**



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CUSTOMER QUOTE

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Henderson Wing System

WING CONFIGURATION TYPE: **HEAVY DUTY**
WING SYSTEM: **FRONT OF CAB SYSTEM**
REAR BRACE LOCATION: **REAR BRACE AHEAD OF REAR AXLES**
WING SIDE LOCATION: **RIGHT HAND SIDE**
TRIP TYPE: **NON-TRIP MOLDBOARD**
WING BRACES: **1 HYD EXT BRACE W/BRACE LIFT**
CUTTING EDGE LENGTH: **10' CUTTING EDGE**
CUTTING EDGE MATERIAL: **NO CUTTING EDGE**
MOLDBOARD MATERIAL: **7GA GR50 CURVED MOLDBOARD**
MOLDBOARD HEIGHT AND SHAPE: **32" STRAIGHT MOLDBOARD**
MOLDBOARD DISCHARGE: **6" FLARE ON DISCHARGE W/BEAD**
MOLDBOARD BOTTOM ANGLE: **4 X 4 X .75 BOTTOM ANGLE**
MOLDBOARD TOP FLANGE: **MOLDBOARD BOXED-IN TOP FLANGE**
MOLDBOARD ADD ONS: **MOLDBOARD CENTER LIFT EYE**
FRONT MAST TYPE: **8" LIFT/11" CYL HYD FRONT MAST**
FRONT MAST MOUNT: **FRONT CROSSTUBE & CHEEKPLATES**
REAR SUPPORT AND MAST: **BTF REAR SUPT, RMVBL FACE PLT**
MOLDBOARD HEEL LIFT: **BRACE HEEL LIFT**
PAINT: **MB STD ORANGE, ALL ELSE BLACK**
ORANGE SIGHT MARKER, SHIP LOOSE: **ORANGE SIGHT MARKER, SHIP LOOSE**
HEEL LIFT HOLDING VALVE: **HEEL LIFT HOLDING VALVE**
Option 1 Description: **Sandblast moldboard before powdercoat**
Option 2 Description: **Smart Link ILO of Standard**
Option 3 Description: **Kuper Tuca SX Wave Cutting Edges Installed on wing**
Option 4 Description: **(2)130171, (1)130172, (1) 166030 RH (1) 166029 LH**
Option 5 Description: **Cradle to Frame rear support ILO of below frame**
Option 6 Description: **2nd Complete Set of Cutting Edges loose for customer**

PWS liquid pre-wetting system

Power Source: **Hydraulic Powered Pump**
Application: **Munibody**
Product Size: **Munibody 10-12ft RDO**
Control Box: **No Valve, Hydraulic Powered Pump and Flow Meter**
Pump: **Upgraded Pump Rated at 8.2 GPM**
Console: **None-Deduct PWSH-I Console**
Tank Size: **No Tank(s)-Deduct MUNI 75 gal tank**
Spray Assembly: **Std Variable Displacement Nozzle Assembly for Front Spinner**
Prewet Installed: **Installation on MUNIBody**
Mounting Hardware: **No Mounting Hardware or N/A**
Flush Kit: **System flush kit**
Option 1 Description: **Brass nozzles ILO of VDO**

Installation Workup



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CUSTOMER QUOTE

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Facility: **IDC-IA**

Chassis Delivery To Henderson: **Truck Dealer/Customer Delivers**

Completed Truck Delivery Method: **Henderson Delivers (101-160 miles)**

Chassis Make: **International**

Chassis Model Yr: **2025/26**

Useable CA/CT: **Approx 102in C/A Recommended for Standard Install**

Front Frame Ext?: **Yes**

Frnt Frame Ext Type: **Full**

Front Frame Wall: **Single Wall**

Pump Location: **Front Mount Pump (REQUIRES FRONT CRANKSHAFT PROVISION)**

Transmission Type: **Automatic**

Transmission Model: **Allison Transmission**

Hitch Type: **Low Profile or Manual Tilt Type Hitch**

Mount Type: **Cheek Plate Mount Kit (Select type below)**

Mount Kit Model (Req'd): **Quick HCH Low Pro/MT Ck Plt Kit (W/ Wng, 34"w Full Frame)**

Front Bumper: **Fabricated Channel Bumper (2pc design) (MFG Material)**

Front Plow Type: **Standard Henderson Plow**

Plow Markers (Front Plow): **IDC Install of fact supplied markers, sales to order w/ unit**

Rubber Deflector Install: **Supplied/Installed @ Factory, sales to order w/ unit**

Front Plow Curb Guards: **Supplied/Installed @ Factory (Sales to order with unit)**

Plow Jack Install: **MFG Supl'd jack (loose), IDC instl'd, sales order with unit**

Wing Type: **Install HWS Patrol Wing (extendable push arm)**

Wing Stop: **Yes (factory supplied)**

Plow Markers (Wing Plow): **IDC Install fact supl'd marker, single, sales order w unit**

Wing Options 1: **Support Spring/air bag for passenger side front axle**

Wing Options 2: **supplied by chassis mfg**

Dump Body Type: **Munibody II (Std/FF)**

Floor Length: **10ft Floor Length**

Hoist Type: **Tele Trun Hoist, Ext Dhouse, add's 1' overall**

Cylinder Type: **Double Acting**

Discharge Type: **Frnt Center Discharge Only**

Body Material (Sides/ends): **Stainless Steel Type Body Material**

Tailgate Release Type: **IDC supplied Electric over air valve**

Pressure Protection Valve: **Direct to air tank valve (Int, Mack & Volvo)**

Cabshield Install: **Supl'd by fact, welded to body @ IDC, sales to order w/ unit**

Grab Handle(s): **(1) IDC supplied/installed grab handle (select type below)**

Grab Handle 1 Type: **SS 12" grab handle**

Ladder(s): **Supplied by factory, Install @ IDC (sales to order w/ unit)**

Ladder Install QTY (Dump): **(1) LADDER INSTALLED @ IDC (LABOR ONLY)**

Ladder Install Style (Dump) 1: **Fold Down Side Ladder**

Ladder Install Loc 1 (Dump): **Driver Side Front**

Body Spec Notes:





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CUSTOMER QUOTE

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Prewet/Liquid System: **Muni/BBMAXX Prewet System**
Drive Configuration: **Hydraulic Drive, Henderson Supplied (Sales to order w/unit)**
Controls: **Supplied by IDC (sales to order w/ hyd cntrls)**
Feedback Sensor: **Factory Supplied/Installed (Sales to order w/unit)**
Flush Kit: **Supplied by factory, Installed @ IDC (sales to order w/unit)**
Pwet Discharge Loc: **Front or Rear Spinner Only**

Liquid Details:

Chassis Accessories: **Yes (SELECT RELATED OPTIONS BELOW)**
Mudflaps (Rear): **Swinging w/Logo**
Mudflap Type (Rear): **36" Swinging, SS (with LOGO)**
Fenders: **Front Quarter Fenders, Poly (standard)**
Pintle Plate: **Yes (select from options below)**
Pintle Plate Configuration: **3/4" Plate, PH45 & PH20 Holes, Tandem (w/3LTC)**
Pintle Plate D-Rings: **Qty (2) 3/4" D-rings**
Pintle Hook: **2-5/16" Combination, 10 Ton**
Glad Hands: **Remount OEM gladhands (labor only)**
Trailer Plug (1): **7 Pin Trailer Plug, Truck end 7-Way RV, new style (municipal)**
Truck Wash: **Complete Truck Wash/Clean/Vac 1**
Warranty: **Standard 1 Year Warranty**
Inspection: **Walk-around meeting only**
Training: **Yes, Training Required**
Install Touch-up: **Basic Installation Touch-Up**
Chassis Install Options 1: **(2) S/T/T/Reverse lights in pintle plate**

Electrical: **Yes (SELECT RELATED OPTIONS BELOW)**
Power Distribution Panel: **Power Distribution Panel**
Misc Electrical Supplies: **Req'd Misc Elect Supplies**
Plow Lights: **Plow Lts, ABL, Heated**
Plow Light Brackets: **Plow Lt Brckts, SS, Mnt to Fact Hood Mnt Mirror, INTL, Pair**
Worklight(s) QTY: **(QTY 3) Work Lights (Select type below)**
Worklight (1) Type: **LED, Worklight, 4in Round (Optilux)**
Worklight (1) Gen Location: **Front Spinner**
Worklight (2) Type: **LED, Worklight, 4in Round (Optilux)**
Worklight (2) Gen Location: **Rear of Wing**
Worklight (3) Type: **LED Amber Wing Lt, vis w/wing dwn, 1 Lt, extble wing**
Worklight (3) Gen Location: **Rear of Wing**
Cabshield Warning Light Qty: **Qty 6 Lights (Order Holes with Unit)**
Cabshield Warning Lights: **QTY 6, 6" LED Oval Strobes, Amber (order holes w/unit)**
Cabshield Lighting Harness: **Cabshield Warning Lights Only (qty 2-6)**
Rear Dump Bolster (S/T/T): **LED S/T/T, kit (West) (order holes)**



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PRODUCTS, INC.

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Rev #90

Rear Dump Bolster (Back-up): **B/U Lights, LED, Clear, Oval, pair (Order holes with body)**

Rear Dump Bolster Strobes: **6" LED Oval Strobes, Amber, 1 PR, (order holes w/unit)**

Back up alarm: **Backup Alarm, 97db**

License Plate Lights: **IDC Supplied License Plate Bracket & Light, 3/4" Pushin**

License Plate Bracket: **Tailgate Mount License Plate Bracket, Installed**

Backbone & Wire Standoffs: **10' Backbone (For SA)**

Camera: **Optimo**

Camera Kit: **Camera Sys, 7" LCD 1 Camera, HD**

Pavement Temp Sensor: **Included w/ Hyd (price w/hyd pkg)**

Electrical Spec Notes:

Camera System Includes the following:

- Optimo SYS-7311 HD camera kit
- (1) Color camera installed in location TBD by customer
- 7in color monitor installed in cab within reach of operator
- Modular design. Allows for addition of up to 3 cameras total

Hydraulics: **Full Hydraulic Package**

Hyd Supplier: **Certified (Select Pkg Below)**

Hyd Supplier (Spec): **11024911**

Controls Type: **Electric Controls**

Reservoir Type: **30 Gal Cradle Mount, Stainless Steel**

Valve Enclosure Type: **Job Specific**

Valve Enclosure Spec: **170112.201**

Low Oil Shut Down: **Yes, included in Hyd Pkg**

High Temp Oil Shut Down: **Yes, included in Hyd Pkg**

Low Oil Indicator: **Yes, IDC Supplied**

Return Filter: **Provided with Hydraulics**

SS Tubing Upgrade: **SA, Rear Lines Only, 9' Lines**

Quick Coupler Upgrade: **Standard Quick Couplers**

Hydraulics Notes:

Certified Power Hydraulic System to Include the following:

- Front crank driven, load sense hydraulic pump.
- Auto hot/low oil shutdown valve installed on pump. Includes warning light and buzzer in cab with momentary override switch.
- XDS electric spreader controller for conveyor, spinner and prewet operation.
- XDS Electric joystick controls for hoist, plow and wing operation. Includes floor mounted control tower.
- Above frame mounted, stainless steel valve enclosure mounted between cab and dump body - Driver side.
- Above frame mounted, stainless steel, 30 GAL hydraulic reservoir - Passenger side
- RoadWatch temperature sensor installed on chassis and tied in XDS controller display



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Page 7

- Closed loop operation of material spreader and prewet. Included feedback sensor on conveyor motor and flowmeter on prewet.

Single package total: \$169,398.00
Package(s): 1
Total: \$169,398.00

Sales tax may apply to this order but is not included in the package total. If you are tax exempt, please submit your exemption certificate to finance@hendersonproducts.com.

Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and/or upfit.

Signed: _____ Date: _____

Quote notes:

Lead Time: 6-7 months for equipment and hydraulics. Install date TBD based on lead time of chassis. Currently booking new installs approx Aug/Sept 2025.

Additional Options to Consider. Please "X" to include with package:

___ 1) Dual Auger Conveyor system on MUNI body ILO of conveyor chain.
Includes top grate screens on dump body.
ADD \$9,420.00

___ 2) Stainless Steel moldboard on front plow ILO of grade 50 steel.
Back side of plow is still powdercoated orange. Front will be natural stainless finish.
ADD \$985.00

___ 3) Stainless Steel moldboard on wing plow ILO of grade 50 steel.
Back side of plow is still powdercoated orange. Front will be natural stainless finish.
ADD \$785.00

___ 4) Tekonsha Electric trailer brake controller installed.
ADD \$490.00

TOTAL WITH OPTIONS = _____



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Henderson offers a deposit program with additional discounts. Please contact your Henderson sales representative for more details.

All Terms and Conditions Apply. Terms of Sale Document available at:
http://www.hendersonproducts.com/assets/Terms_of_Sale.pdf

CITY COUNCIL COMMUNICATION
Meeting Date: 12/10/2024

AGENDA ITEM: Grimes Public Administration Building – OPN Architects Inc. Professional Services Agreement Amendment No. 1 for additional consulting services.

BACKGROUND: The City has identified a need for additional consulting services with the Public Administration Building project. The PSA amendment with OPN Architects, Inc. (OPN) will cover the additional consulting services required to further study the feasibility of the Waterworks Park site in lieu of the Wallace Farm site, reconsider the project program to add Parks & Recreation staff in the building, and expanding benchmarking of facilities, including 10 tours around Iowa.

BUDGETARY CONSIDERATIONS: The total fee proposed for the additional design and construction engineering services is \$11,500. Following our review, this appears to be a reasonable fee for this work.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None.

STAFF RECOMMENDATION: The staff has reviewed the Professional Services Agreement Amendment No. 1 and recommends approval by the City Council.

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Aaron Jarosh

Return to: Matt Ahrens

RESOLUTION 12-1424 TO AMEND CONTRACT FOR PROFESSIONAL SERVICES WITH
OPN ARCHITECTS, INC. FOR GRIMES PUBLIC ADMINISTRATION BUILDING

Grimes Resolution No. 12-1424

WHEREAS, the City of Grimes (Grimes) entered into a Professional Services Agreement (PSA) with OPN Architects Inc. (OPN) for the Grimes Public Administration Building project on July 23, 2024; and,

WHEREAS, it was determined that there was a need for additional services to be added to the PSA consisting of preliminary planning services; and

WHEREAS, OPN has proposed the attached Professional Services Agreement Amendment that has a scope of work to be supplied by OPN and compensation to be paid by Grimes for their additional consulting services related to the Grimes Public Administration Building; and,

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

PASSED and APPROVED on December 10, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Grimes Public Administration Building

AGREEMENT INFORMATION:
Date: July 23, 2024

AMENDMENT INFORMATION:
Amendment Number: 001
Date: October 11, 2024

OPN Project Number: 24826000

OWNER: *(name and address)*
City of Grimes
10 NE Harvey Street
Grimes, IA 50111

ARCHITECT: *(name and address)*
OPN Architects, Inc.
100 Court Avenue, Suite 100
Des Moines, IA 50309

The Owner and Architect amend the Agreement as follows:

Add the following services:

1. Further study use of the Waterworks Park site in Grimes for the new Public Administration Building in lieu of the Wallace Farms site. Create 5+ additional concepts and refine preferred concepts for review with city council.
2. Reconsider the project program to add Parks & Recreation staff spaces and reduce other areast to maintain target program total square footage.
3. Include expanded benchmarking of facilities, including tours of 3 projects in downtown Des Moines, 3 projects in metro suburbs, and 4 projects in eastern Iowa. Includes coordination of tours, benchmarking information, and documentation of outcomes.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Confluence Site Study Add: \$4,000

OPN Architects Programming Add: \$2,500

OPN Architects Benchmarking Add: \$5,000

TOTAL ADD: \$11,500

Schedule Adjustment:

8-12 weeks

SIGNATURES:

OPN Architects, Inc.

ARCHITECT *(Firm name)*

-See attached signatures page-

SIGNATURE

Danielle C. Hermann, AIA,
Principal

PRINTED NAME AND TITLE

November 20, 2024

DATE

City of Grimes

OWNER *(Firm name)*

-See attached signatures page-

SIGNATURE

Scott Mikkelsen, Mayor, City of
Grimes

PRINTED NAME AND TITLE

DATE

Signatures Page



2024.11.20
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RESOLUTION 12-1524 APPROVING CONSENT AND AGREEMENT TO IMPROVEMENTS
WITHIN OVERLAND FLOWAGE EASEMENT, STORM SEWER EASEMENT, AND UTILITY
EASEMENT FOR LOT 19 IN KENNYBROOK ESTATES PLAT 13 - 908 SW 7TH STREET

Grimes Resolution No. 12-1524

WHEREAS, the owners of Lot 19 in Kennybrook Estates Plat 13 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, Storm Sewer Easement, 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 overland flowage easement, storm sewer easement, 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 overland flowage easement, storm sewer easement and utility easement ("Consent and Agreement") regarding Lot 19 in Kennybrook Estates Plat 13 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 December 10, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 12/10/2024

AGENDA ITEM: Approving Consent and Agreement to Improvements Within Overland Flowage Easement, Storm Sewer Easement, and Utility Easement for Lot 19 in Kennybrook Estates Plat 13 - 908 SW 7th Street

BACKGROUND: The owner of 908 SW 7th Street has requested approval to install an accessory building within a certain overland flowage easement, storm sewer easement, and utility easement on the subject property. The proposed installation of the accessory building 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 Kennybrook Estates Plat 13 - 2004

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Steve Tibbles, Deputy Building Official, STibbles@grimesiowa.gov

Prepared by: Steve Tibbles, Building Official

Return to: Steve Tibbles, Building Official

Preparer Information: Steve Tibbles, City of Grimes, 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 Kevin and Lisa Humke, (collectively, the “Property Owners”) and the City of Grimes, Iowa, a municipal corporation (hereinafter called “City”):

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

Lot 19 Kennybrook Estates Plat 13, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa (“Property”).
2. EXISTING EASEMENT. The Property Owner or Property Owner’s predecessor in title, granted that certain storm sewer, overland flowage and utility easement as shown on the final plat of Kennybrook Estates Plat 13 recorded on June 9, 2004, in Book 10583, Page 834-845 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 an accessory building on the Property, and there is an existing concrete patio 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 2nd day of December, 2024.

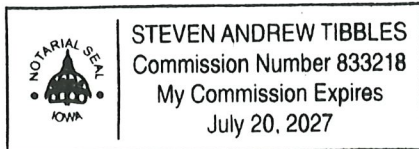
PROPERTY OWNERS



Kevin S. Humke

STATE OF IOWA)
) SS
COUNTY OF _____)

On this 2nd day of December, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kevin S. Humke, 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 7/20/2027

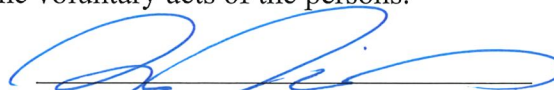
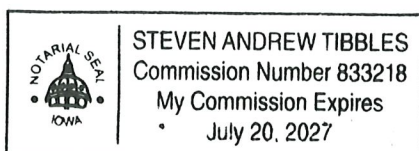
PROPERTY OWNERS



Lisa L. Humke

STATE OF IOWA)
) SS
COUNTY OF _____)

On this 2nd day of December, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lisa L. Humke, 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 7/20/2027

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rachel Greving
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 2024, 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 _____, 2024, 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 10' x 18' accessory building has been proposed to be constructed in an overland flowage easement, storm sewer easement, and utility easement on Lot 19 in Kennybrook Estates Plat 13 (908 SW 7th Street) in accordance to permit number AC-24-045.

CITY COUNCIL COMMUNICATION
Meeting Date: 12/10/2024

AGENDA ITEM: Declaration of Site Restrictions for Lot 1 & 4 in Channon's 2nd North Addition to the Town of Grimes

BACKGROUND: The property owner, Benjamin and Meredith Cadwell, desires to tie the three existing lots together for the purpose of constructing an accessory structure. A declaration of site restrictions is necessary to ensure the lots are not sold independently of one another, and are all maintained to an equal condition.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: No

BOARD/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Steve Tibbles, Deputy Building Official, STibbles@grimesiowa.gov

Prepared by: Steve Tibbles, Building Official

Return to: Steve Tibbles, Building Official

RESOLUTION 12-1624 APPROVING DECLARATION OF SITE RESTRICTIONS FOR LOT 1
& 4 AND A PORTION OF VACATED ALLEY IN BLOCK 9 IN CHANNON'S 2ND NORTH
ADDITION TO THE TOWN OF GRIMES

Grimes Resolution No. 12-1624

WHEREAS, Benjamin and Meredith Cadwell ("Owner") owns Lot 1 & 4 and a portion of vacated alley in Block 9 in Channon's 2nd North Addition to the Town of Grimes (the "Property"); and

WHEREAS, the Final Plat for Channon's 2nd North Addition to the Town of Grimes is an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa (the "Plat"); and

WHEREAS, the Owner has requested to construct an accessory structures on the Property; and

WHEREAS, certain site restrictions have been established regarding the maintenance and conveyance of the lots; and

WHEREAS, Owner has agreed to enter into a Declaration of Site Restrictions ("Agreement") declaring certain site restrictions.

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

1. That the Agreement is hereby accepted and approved by the City Council of the City of Grimes, Iowa.
2. That the Mayor is hereby authorized to execute such Agreement on behalf of the City, and the City Clerk to attest to his signatures.
3. That the City Clerk is hereby authorized and directed to file the Agreement with the Polk County Recorder.

PASSED and APPROVED on December 10, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

Preparer Information: Steve Tibbles, City of Grimes, 410 SE Main Street, Suite 102, Grimes, Iowa 50111 Phone (515) 986-4050
Return To: Grimes City Clerk, 101 NE Harvey Street Grimes, Iowa 50111 Phone (515) 986-3036

DECLARATION OF SITE RESTRICTIONS

THIS DECLARATION OF SITE RESTRICTIONS ("Agreement") is made and entered into this 10th day of December, 2024, by and between the CITY OF GRIMES, IOWA, a municipal corporation (the "City") and Benjamin and Meredith Cadwell., (collectively, the "Property Owners").

RECITALS:

A. Property Owners are the owners of certain real property located in the City of Grimes, Polk County, Iowa at 109 NE Jacob Street and, legally described as:

Lots 1 and 4 in Block 9 in Channon's 2nd North Addition to the Town of Grimes, in Polk County Iowa, being an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property A"); and

Commencing at the southwest corner of Lot 8, Block 8, Channon's 2nd North Addition to the Town of Grimes, Polk County, Iowa; thence east 140 feet to the midpoint of alleyway being to northern boundary of north 2nd Street; thence south 66 feet to the midpoint of the alleyway being the southern boundary of North 2nd Street, thence west 140 feet to the northwest corner of Lot 1, Block 9, Channon's 2nd North Addition to the town of Grimes, Polk County, Iowa; thence north 66 feet to the point of origination, ("Property B") and

The west ½ of the North-South alley abutting Lots 1 and 4 , Block 9, Channon's 2nd North Addition to the Town of Grimes, Polk County, Iowa. ("Property C").

B. The Property Owners desires to integrate the three (3) lots into one property for the purpose of constructing accessory structures.

C. The City has agreed to allow the installation of accessory structures, provided that the Property Owners agrees to impose certain restrictions on the Property, as set forth herein.

NOW, THEREFORE, in consideration of the above premises and the promises and agreements set forth herein, it is hereby agreed between Property Owners and the City as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated herein as is fully set forth in this paragraph.

2. Conveyance of All Lots to Same Owner Required. For as long as the accessory structures are located on Property B, and Property C, the Property Owners agrees that Property A shall not be conveyed independently of Property B, and Property C, and that Property B, and Property C, shall be equally maintained in a manner that is consistent with the neighborhood.

3. Runs with Land. The restrictions set forth in this Agreement shall run with the land and be binding upon the future owners of the Property.

4. Binding. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the respective parties hereto.

5. Warranty of Title. Property Owners hereby warrants to the City that the Property Owners are the owners of the Property and hereby covenants to defend Property Owners' title to the Property for purposes of this Agreement.

6. Amendment and Waiver. No amendment to this Agreement will be valid unless it is made in writing, approved by the City and executed by both the City and Property Owners. No specific waiver or forbearance for any breach of any of the terms of this Agreement shall be considered as a general waiver of that or any other term of this Agreement.

7. Entire Agreement. This Agreement contains the complete and entire understanding of the parties with respect to the subject matters hereof and no changes shall be recognized as valid unless they are made in writing and signed by the parties.

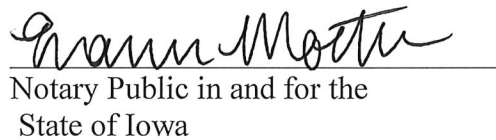
8. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement pursuant to judicial decree shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

9. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (excluding conflicts of laws rules), and applicable federal law.

10. Recording. This Agreement shall be recorded with the Polk County, Iowa, Recorder.

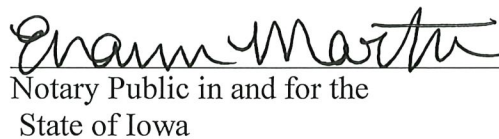

Benjamin R. Cadwell

On this 2nd day of December, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Benjamin R. Cadwell, 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.



Meredith Cadwell
Meredith E. Cadwell

On this 2nd day of December, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Meredith E. Cadwell, 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.



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

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

Rachel Greving, City Clerk

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rachel Greving, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 2024, and that Scott Mikkelsen and 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 _____

CITY COUNCIL COMMUNICATION
Meeting Date: 12/10/2024

AGENDA ITEM: Appointing City of Grimes Representation to the Des Moines Area Metropolitan Planning Organization (MPO)

BACKGROUND: The Des Moines Area MPO requests member governments to appoint primary and alternate representatives to serve on its Policy Committee and Technical Committee or terms that will run from January 1, 2025 through December 31, 2025.

Per the Des Moines Area MPO's 28E Agreement, the City of Grimes is entitled to one voting representative on the Policy Committee and one voting representative on the Technical Committee. In addition to designating the primary representatives, the City of Grimes will designate alternative representatives to attend meeting in the event of a primary representative's absence.

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

RESOLUTION 12-1724 APPOINTING CITY OF GRIMES REPRESENTATION TO THE DES MOINES AREA METROPOLITAN PLANNING ORGANIZATION (MPO)

Grimes Resolution No. 12-1724

WHEREAS, the City of Grimes is a member of the Des Moines Area MPO;

WHEREAS, the Des Moines Area MPO has requested its member governments to appoint primary and alternate representatives to serve on its Policy Committee and Technical Committee for terms that will run from January 1, 2025, through December 31, 2025;

WHEREAS, for Des Moines Area MPO Executive Committee representation, the City of Grimes belongs to the Northwest Subarea (Dallas Center, Grimes, Johnston, Polk City, and Urbandale), as described in the Des Moines Area MPO's 28E Agreement, which is to select from among its collective primary representatives two individuals to represent the subarea on the Executive Committee;

WHEREAS, the City of Grimes is allowed to nominate one primary representative from the subarea's member governments to serve as one of the subarea's two Executive Committee representatives;

WHEREAS, the mayor of each member city located in the subarea and, if one of the subarea's member governments is a county, the Chair of the Board of Supervisors for said county, will serve as a selection committee to choose the two individuals from among those nominated to represent the subarea on the Executive Committee;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, to appoint the following representatives to the Des Moines Area MPO:

Policy Committee Primary Representative: Jake Anderson

Policy Committee Alternate Representative: Alex Pfaltzgraff

Technical Committee Primary Representative: Matt Ahrens

Technical Committee Alternate Representative: Aaron Jarosh

PASSED and APPROVED on December 10, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 12/10/2024

AGENDA ITEM: DELL Unity Storage Expansion

BACKGROUND: In the fall of 2021 the City of Grimes acquired a DELL Unity storage appliance to serve the needs of the GIS and IT systems for the organization. This storage appliance is utilized to store critical data used throughout the organization. It has been identified that the space utilized on this storage appliance has reached the top of the recommended threshold and is in need of expansion. This expansion will include additional hard disks and an additional expansion enclosure to hold additional drives for future expansion if needed. This expansion is anticipated to provide additional years of service for this equipment and get the City past the anticipated warranty / useful life of the product.

BUDGETARY CONSIDERATIONS: The City worked directly with DELL and CDW-G, both of whom are under state contract, to provide favorable pricing. The estimated cost, not to exceed, is \$24,105.

The funding source for this project will be from the IT Department budget from the FY 24/25 budget

STRATEGIC PLANNING:

Prioritized: ____YES ____X__NO

*High-Performing Organization/Exception Professional Services __X__

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: Staff has reviewed this proposal and recommends approval by Council.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Rob Fox, IT Director, rfox@grimesiowa.gov

Prepared by: Robert Fox

Return to: Robert Fox

RESOLUTION 12-1824 DELL UNITY STORAGE EXPANSION

Grimes Resolution No. 12-1824

WHEREAS, the City of Grimes (Grimes) has identified the need to expand the DELL Unity storage appliance; and,

WHEREAS, the Finance Department's purchasing policy provides for the procurement of goods and/or services from supply schedules established by the State of Iowa Department of Administrative Services (DAS), without conforming to the competitive bidding requirements of the Purchasing Policy; and,

WHEREAS, the DELL storage expansion is available to be procured using the State of IA Stretch OMNIA contract number R210401; and,

WHEREAS, the DELL storage expansion is being purchased from CDW-G (Christine A. Leahy, President, 200 N Milwaukee Ave. Vernon Hills, IL 60061) a DELL recommended vendor, not to exceed the attached quotes; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the aforementioned acquisition is approved.

PASSED and APPROVED on December 10, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk



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Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

ROBERT FOX,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PFGB196	11/19/2024	UNITY UPGRADE 8 X 4TB	3964756	\$9,125.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
DELL CTO UNITY XT HFA UPGRADES	1	8156921	\$9,125.00	\$9,125.00
Mfg. Part#: 3000182900612				
Contract: State of IA Stretch OMNIA R210401 (Iowa MA #22123) (R210401)				

SUBTOTAL	\$9,125.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$9,125.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF GRIMES CITY HALL A/P 101 NE HARVEY ST GRIMES, IA 50111-2180 Phone: (515) 986-3036 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF GRIMES IT DEPT 101 NE HARVEY ST GRIMES, IA 50111-2180 Phone: (515) 986-3036 Shipping Method: DROP SHIP-GROUND
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

Beatrice Garza | (866) 339-7604 | beatrice.garza@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$9,125.00	\$264.72/Month	\$9,125.00	\$301.86/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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ROBERT FOX,

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For all other customers, click below to convert your quote to an order.

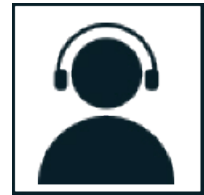
Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PFGB270	11/19/2024	UNITY UPGRADE 8 X 1.8TB	3964756	\$9,265.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
DELL CTO UNITY XT HFA UPGRADES	1	8156916	\$9,265.00	\$9,265.00
Mfg. Part#: 3000182899713				
Contract: State of IA Stretch OMNIA R210401 (Iowa MA #22123) (R210401)				

SUBTOTAL	\$9,265.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$9,265.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF GRIMES CITY HALL A/P 101 NE HARVEY ST GRIMES, IA 50111-2180 Phone: (515) 986-3036 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF GRIMES IT DEPT 101 NE HARVEY ST GRIMES, IA 50111-2180 Phone: (515) 986-3036 Shipping Method: DROP SHIP-GROUND
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

Beatrice Garza | (866) 339-7604 | beatrice.garza@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$9,265.00	\$268.78/Month	\$9,265.00	\$306.49/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

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QUOTE CONFIRMATION

ROBERT FOX,

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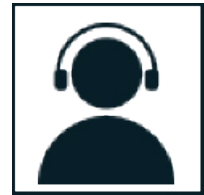
Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PFKX543	11/26/2024	DELL QUOTE	3964756	\$5,715.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
DELL CTO UNITY XT HFA DAE UPG	1	8161563	\$5,715.00	\$5,715.00
Mfg. Part#: 3000183480470				
Contract: State of IA Stretch OMNIA R210401 (Iowa MA #22123) (R210401)				

SUBTOTAL	\$5,715.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$5,715.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF GRIMES CITY HALL A/P 101 NE HARVEY ST GRIMES, IA 50111-2180 Phone: (515) 986-3036 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF GRIMES CITY HALL A/P 101 NE HARVEY ST GRIMES, IA 50111-2180 Phone: (515) 986-3036 Shipping Method: DROP SHIP-GROUND
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

Beatrice Garza | (866) 339-7604 | beatrice.garza@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$5,715.00	\$165.79/Month	\$5,715.00	\$189.05/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

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- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
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RESOLUTION 12-1924 APPROVING CHANGE ORDERS

Grimes Resolution No. 12-1924

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

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

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

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

WHEREAS, the City staff 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 December 10, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

CHANGE ORDER FORM



Project Title: GrimesPlex Shade Structures
Contractor: Play-Pro Recreation
Address: PO Box 71024 Clive IA 50325
Finance Budget Code: 309-430-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: June 10, 2024 **Vendor #** 4825

Change Order Number: 1

Change Order Date: December 10, 2024

Purpose of Change Order:

Update Mounting Mechanism

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Surface Mounting	1	1.00	\$ 51,156.00	\$ 51,156.00
2					\$ -
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -

Change Order Number: 1 makes the following adjustments to the contract: \$ 51,156.00

Contractor Accepted: Play-Pro Recreation
Firm Name
Signature Date 12/4/24

Engineer Approved: City of Grimes
Firm Name
Signature Date 12/4/24

Owner Accepted: City of Grimes
Signature Title
Date

Attest for Owner:
Signature Title
Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 311,395.00
1	December 10, 2024	\$ 51,156.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount \$ 362,551.00

Play-Pro Recreation
PO Box 71024
Clive, IA 50325 US
office@play-prorec.com

Estimate 2640-JG



ADDRESS	SHIP TO	DATE	TOTAL	
City of Grimes	City of Grimes	11/27/2024	\$51,156.00	

JOB NAME
Shades

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Shade Equipment	Shades from in ground to base plate surface mounted	1	8,257.00	8,257.00
	Installation	Concrete	1	30,733.00	30,733.00
	Installation	Hydro Excavation	1	12,166.00	12,166.00
SUBTOTAL					51,156.00
TAX					0.00
TOTAL					\$51,156.00

THANK YOU.

Accepted By

Accepted Date

CITY COUNCIL COMMUNICATION
Meeting Date: 12/10/2024

AGENDA ITEM: US Department of Transportation Grant Agreement for Safe Streets and Roads for All Grant Program

BACKGROUND: The United States Department of Transportation's (USDOT) Federal Highway Administration (FHWA) created a program called Safe Streets and Roads for All (SS4A) to improve roadway safety by significantly reducing or eliminating fatalities and serious injuries through safety action plan development or projects. The City of Grimes applied for a Fiscal Year 2023 SS4A grant and was awarded \$400,000 to develop a detailed Safety Action Plan for the Iowa Highway 141 corridor within the Grimes corporate limits.

BUDGETARY CONSIDERATIONS: The City of Grimes will receive a total of \$400,000 in funding from the USDOT with required matching funds in the amount of \$100,000. These funds will be used to cover costs associated with the development of the Iowa Highway 141 Safety Action Plan.

STRATEGIC PLANNING:

Prioritized: ☒ YES ☐ NO

*High-Performing Organization/Exception Professional Services ☒

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

*Dynamic Town/Strong Sense of Community ☐

*More Beautiful/Vibrant Community ☐

BOARD/COMMISSION ACTIONS: None.

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

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Matt Ahrens

Return to: Matt Ahrens

RESOLUTION 12-2024 TO ENTER INTO A GRANT AGREEMENT WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

Grimes Resolution No. 12-2024

WHEREAS, the City of Grimes (Grimes) was awarded a Safe Streets and Roads for All (SS4A) Grant for a SS4A Supplemental Planning Grant for the Iowa Highway 141 corridor from the I-35/80 interchange north ramps to approximately 3.56 miles north through the intersection of NE Beaverbrooke Boulevard by the United States Department of Transportation's (USDOT) Federal Highway Administration (FHWA); and,

WHEREAS, the FHWA SS4A program is intended to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects;

WHEREAS, Grimes plans to utilize this SS4A Grant for the development of a detailed Safety Action Plan for the Iowa Highway 141 corridor within the Grimes corporate limits;

WHEREAS, USDOT has proposed the attached Grant Agreement that defines the obligations between the USDOT and Grimes for the above-mentioned SS4A grant;

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

PASSED and APPROVED on December 10, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

- | | | |
|---|---|---|
| 1. Federal Award No.
693JJ32540196 | 2. Effective Date
See No. 16 Below | 3. Assistance Listings No.
20.939 |
| 4. Award To
City of Grimes
200 S James St.
Grimes, IA 50111 | 5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590 | |

Unique Entity Id.: DGLFJKHKACQ8
TIN No.: 42-6004731

- | | | | | | | | | | | | |
|--|---|----------------|-----------|------------------|-----------|----------------------|-----|--------------|-----|--------|-----------|
| 6. Period of Performance
Effective Date of Award – 24 months | 7. Total Amount <table border="0"><tr><td>Federal Share:</td><td>\$400,000</td></tr><tr><td>Recipient Share:</td><td>\$100,000</td></tr><tr><td>Other Federal Funds:</td><td>\$0</td></tr><tr><td>Other Funds:</td><td>\$0</td></tr><tr><td>Total:</td><td>\$500,000</td></tr></table> | Federal Share: | \$400,000 | Recipient Share: | \$100,000 | Other Federal Funds: | \$0 | Other Funds: | \$0 | Total: | \$500,000 |
| Federal Share: | \$400,000 | | | | | | | | | | |
| Recipient Share: | \$100,000 | | | | | | | | | | |
| Other Federal Funds: | \$0 | | | | | | | | | | |
| Other Funds: | \$0 | | | | | | | | | | |
| Total: | \$500,000 | | | | | | | | | | |
| 8. Type of Agreement
Grant | 9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”) | | | | | | | | | | |
| 10. Procurement Request No.
HSA240435PR | 11. Federal Funds Obligated
\$400,000 | | | | | | | | | | |
| 12. Submit Payment Requests To
See Article 5. | 13. Accounting and Appropriations Data
15X0173E500000055SR105005592000000
410106100660000000000000 | | | | | | | | | | |

14. Description of the Project

This supplemental planning project will develop a detailed safety action plan for a segment of Iowa Highway 141 from the I-35/80 interchange north ramps to approximately 3.56 miles north through the intersection of NE Beaverbrooke Blvd.

RECIPIENT

15. Signature of Person Authorized to Sign

Signature

Name:

Title:

Date

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature

Name: Robert M. McNamara

Title: Agreement Officer

Date

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Grimes (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the SS4A Supplemental Planning Grant for the Iowa Highway 141 Corridor from the I-35/80 Interchange North Ramps to approximately 3.56 Miles North through Intersection of NE Beaverbrooke Boulevard.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("**SS4A**") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
APPLICATION, PROJECT, AND AWARD**

2.1 Application.

Application Title: SS4A Supplemental Planning Grant for the Iowa Highway 141 Corridor from the I-35/80 Interchange North Ramps to approximately 3.56 Miles North through Intersection of NE Beaverbrooke Boulevard.

Application Date: 7/7/2023

2.2 Award Amount.

SS4A Grant Amount: \$400,000

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

**ARTICLE 3
SUMMARY PROJECT INFORMATION**

3.1 Summary of Project's Statement of Work.

To supplement the CSAP currently being completed by Des Moines Area MPO with a more in-depth Safety Action Plan for the IA 141 corridor within the City of Grimes corporate limits. Access control and speeds recommendations resulting from increases in traffic volumes due to adjacent development and regional through traffic are the focus of the supplemental Safety Action Plan.

The project will be completed in one phase as follows:

Base Phase: Corridor Study: Development of a Safety Action Plan

3.2 Project's Estimated Schedule.

Supplemental Planning Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	2/1/2025 (estimate based on HQ CE date)
Planned Draft Plan Completion Date:	8/1/25
Planned Final Plan Completion Date:	1/1/26
Planned Final Plan Adoption Date:	4/1/26
Planned SS4A Final Report Date:	7/1/26

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$400,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$100,000
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$500,000

(b) Cost Classification Table – Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient Contact(s).

Matt Ahrens
City Engineer
City of Grimes
410 SE Main St. #102, Grimes, IA 50111
515-986-4050
mahrens@grimesiowa.gov

4.2 Recipient Key Personnel.

Name	Title or Position
Alex Pfaltzgraff	Development Services Director
Aaron Jarosh	Civil Engineer

4.3 USDOT Project Contact(s).

Christie Dawson
Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Robert M. McNamara
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

and

Division Administrator – Iowa
Agreement Officer's Representative (AOR)
105 6th Street
Ames, IA 50010
(515)233-7300
Iowa.FHWA@dot.gov

and

John Gibson
Iowa Division Office Lead Point of Contact
Discretionary Grants Manager
105 6th Street
Ames, IA 50010
(515) 233-7322
Johnnie.gibson@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “**AO**”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308(f)(6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “**AOR**”) may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2.** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.
- 6.6** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Iowa Highway 141 Corridor from the I-35/80 Interchange North Ramps to approximately 3.56 Miles North through Intersection of NE Beaverbrooke Boulevard.

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" in Section 3.3 of the table.

Scope:

Schedule

Budget:

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds	0	0	N/A	0
Non-Federal Funds	0	0	N/A	0
Total Previously Incurred Costs	0	0	N/A	0
Future Eligible Project Costs				
SS4AFunds		80	N/A	80
Other Federal Funds		0		0
Non-Federal Funds		20	N/A	20
Total Future Eligible Project Costs		100	N/A	100
Total Project Costs		100	N/A	100

ATTACHMENT C
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table align with the application:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
X	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The City of Grimes follows Iowa DOT Title VI requirements with all publicly bid projects with the required Title VI paragraph included in all Notice to Bidders and Notice of Public Hearing front end documents.

ATTACHMENT D
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table align with the application:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
X	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>

	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. **Supporting Narrative.**

The City of Grimes will utilize this planning study and safety action plan to implement improvements to the adjacent Highway 141 corridor that will improve safety to all users, encourage alternative modes of transportation, and increase the efficiency of the roadway to reduce vehicle greenhouse emissions.

ATTACHMENT E
LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
X	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <i>(Describe the equal opportunity plan in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The City of Grimes advertises for projects through the public bidding process to advocate for the use of local labor force and material suppliers on public project. Statement part of Notice to Bidders and Notice of Public Hearing front end document.

CITY COUNCIL COMMUNICATION
Meeting Date: 12/10/2024

AGENDA ITEM: Resolution Approving the Assignment and Assumption between the City of Grimes and Central Iowa Water Works

BACKGROUND: CIWW was formed through a collaborative agreement with other water utilities, rural water districts, and governmental entities that operate in and around the Des Moines metro area. The intent is to establish a shared governance and ownership model to produce safe, reliable, and reasonably priced drinking water for all participating entities. The City of Grimes will transfer all water production and supply assets, as well as, the associated debt to CIWW as outlined in the CIWW Agreement.

BUDGETARY CONSIDERATIONS:

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 AND AUTHORIZING THE FORM OF ASSIGNMENT AND
ASSUMPTION AGREEMENT BETWEEN CITY OF GRIMES, IOWA AND CENTRAL IOWA
WATER WORKS

Grimes Resolution No. 12-2124

WHEREAS, the Iowa Finance Authority (the "Authority"), in cooperation with the Iowa Department of Natural Resources (the "Department"), is authorized pursuant to the Safe Drinking Water Act (defined herein) to undertake the creation, administration and financing of the Iowa Drinking Water Facilities Financing Program (the "Program") established in Sections 16.131 through 16.135 and Sections 455B.291 through 455B.299 of the Code of Iowa, 2023 (the "Act"), including, among other things, the making of loans to Water Systems for purposes of the Program; and

WHEREAS, City of Grimes, Iowa, a municipal corporation organized and existing under the Code of Iowa (the "Municipal Utility" or the "Assignor"), participated in the Program and received loans as a means of financing all or part of the construction of certain water supply facilities serving the Assignor and its residents and approved by the Department and undertaken by the Assignor for the purpose of providing safe drinking water to the customers thereof (the "Project"); and

WHEREAS, to assist in financing the Project, the Authority made certain loans to the Assignor which remain outstanding in the aggregate principal amount of \$28,732,000 (the "Loans") pursuant to the terms, pledge, covenants, representations and warranties pursuant to existing Loan and Disbursement Agreements (the "Initial Loan and Disbursement Agreements") between the Authority and the Assignor; and

WHEREAS, in accordance with a 28E/28F Agreement, the Assignor is selling a portion of its water supply facilities (the "Designated Water Supply Facilities") to the Assignee, and pursuant to this Agreement is assigning all of its currently existing rights, duties, obligations and liabilities resulting from the Loans and the Initial Loan and Disbursement Agreements to the Assignee, and the Assignee has agreed to assume all of the Assignor's currently existing rights, duties, obligations and liabilities in and to the Loans and the Initial Loan and Disbursement Agreements; provided, however, that the Loans and the Initial Loan and Disbursement Agreements are not being assigned and assumed, and only such rights, duties, obligations and liabilities which have arisen thereunder prior to January 3, 2025 are being assigned and assumed under this Agreement; and further provided that debt service payment obligations are excluded from the assignment and assumption; and

WHEREAS, the Assignment and Assumption Agreement ("Agreement") attached hereto as Exhibit "A" sets forth the mutual agreements of the parties with respect to the CIWW Loan Documents, as consented to by the Authority as the lender of the Loans and party to the Initial Loan and Disbursement Agreements; and

WHEREAS, the City Council believes it is in the best interests of City of Grimes, Iowa to enter into said Agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, hereby finds that it is in the best interest of City of Grimes to enter into the Assignment and Assumption Agreement with Central Iowa Water Works attached hereto as Exhibit "A" and hereby authorizes and approves the Agreement.

BE IT FURTHER RESOLVED, that (i) the Mayor and City Clerk together, individually or collectively be, and are, hereby authorized, empowered and directed to execute, attest, and deliver the Assignment and Assumption Agreement in accordance with these resolutions, substantially in the form now before this Council, with such changes as may be approved by legal counsel; and (ii) the Mayor, City Clerk and City Manager be, and are, hereby authorized, empowered and directed, individually or jointly to do all such acts and things, necessary or appropriate to carry out and comply with this Resolution.

PASSED and APPROVED on December 10, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF POLK

)

I, the undersigned City Clerk of the CITY OF GRIMES, IOWA, do hereby certify that attached is a true and complete copy of the portion of the records of the City Council showing proceedings of the City Council, and the same is a true and complete copy of the action taken by the City Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the City Council and posted on a bulletin City Council or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the City Council pursuant to the local rules of the City Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City Council offices as indicated therein, that no City Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the right of the individuals named therein as officers to their respective positions.

WITNESS my hand this _____ day of December 2024.

City Clerk

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”), dated as of January 3, 2025, is entered into by and between City of Grimes, Iowa (the “Assignor”) and Central Iowa Water Works (the “Assignee”).

WITNESSETH

WHEREAS, the Iowa Finance Authority (the “Authority”), in cooperation with the Iowa Department of Natural Resources (the “Department”), is authorized pursuant to the Safe Drinking Water Act (defined herein) to undertake the creation, administration and financing of the Iowa Drinking Water Facilities Financing Program (the “Program”) established in Sections 16.131 through 16.135 and Sections 455B.291 through 455B.299 of the Code of Iowa, 2023 (the “Act”), including, among other things, the making of loans to Water Systems for purposes of the Program; and

WHEREAS, City of Grimes, Iowa, a municipal water utility organized and existing under the Code of Iowa (the “Municipal Utility” or the “Assignor”), participated in the Program and received loans as a means of financing all or part of the construction of certain water supply facilities serving the Assignor and its residents and approved by the Department and undertaken by the Assignor for the purpose of providing safe drinking water to the customers thereof (the “Project”); and

WHEREAS, to assist in financing the Project, the Authority made certain loans to the Assignor which remain outstanding in the aggregate principal amount of \$28,732,000 (the “Loans”) pursuant to the terms, pledge, covenants, representations and warranties pursuant to existing Loan and Disbursement Agreements (the “Initial Loan and Disbursement Agreements”) between the Authority and the Assignor; and

WHEREAS, in accordance with a 28E/28F Agreement, the Assignor is selling a portion of its water supply facilities (the “Designated Water Supply Facilities”) to the Assignee, and pursuant to this Agreement is assigning all of its currently existing rights, duties, obligations and liabilities resulting from the Loans and the Initial Loan and Disbursement Agreements to the Assignee, and the Assignee has agreed to assume all of the Assignor’s currently existing rights, duties, obligations and liabilities in and to the Loans and the Initial Loan and Disbursement Agreements; provided, however, that the Loans and the Initial Loan and Disbursement Agreements are not being assigned and assumed, and only such rights, duties, obligations and liabilities which have arisen thereunder prior to January 3, 2025 are being assigned and assumed under this Agreement; and further provided that debt service payment obligations are excluded from the assignment and assumption; and

WHEREAS, the Assignee will issue new Notes (the “Series 2025 Notes”) and enter into new Loan and Disbursement Agreements (the “CIWW Loan Documents”) with the Authority” and will use proceeds thereof to pay Assignor an amount equal to the above-referenced outstanding aggregate principal amount of the Loans; and

WHEREAS, Assignor will use said payment from Assignee to pay off the Loans on January 3, 2025; and

WHEREAS, the Assignor and the Assignee desire to enter into this Agreement to set forth the mutual agreements of the parties with respect to the CIWW Loan Documents, as consented to by the Authority as the lender of the Loans and party to the Initial Loan and Disbursement Agreements; and

WHEREAS, this Agreement is being entered into in connection and conjunction with the transfer and assignment of certain Assignor assets pursuant to the terms of the Central Iowa Water Works 28E/28F Agreement (the “28E/28F Agreement”), for which the Assignor and Assignee are parties, pursuant to which Assignor has agreed to transfer to Assignee, and Assignee has agreed to receive and accept from Assignor, a portion of the Designated Water Supply Facilities assets (as set forth in the 28E/28F Agreement) of the Assignor;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, the 28E/28F Agreement, the CIWW Loan Documents and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined in this Agreement shall have the meanings for such terms that are set forth in the 28E/28F Agreement or the CIWW Loan Documents.

2. Assignment. In accordance with and pursuant to the terms of the 28E/28F Agreement the Assignor has or will contribute, assign, transfer and convey to Assignee all rights, title and interests of Assignor in, to and under all of the transferred Designated Water Supply Facilities assets of the Assignor as and to the extent set forth in the 28E/28F Agreement and such other property transfer documents as may now or hereafter be prepared to effectuate such property transfers. The Assignor hereby assigns all of its currently existing rights, duties, obligations and liabilities resulting from the Loans and the Initial Loan and Disbursement Agreements to the Assignee (but no such assignment shall occur with respect to the Assignor’s requirements with respect to the Single Audit Act of 1996 and implementing regulations); provided, however, that the Loans and the Initial Loan and Disbursement Agreements are not being assigned, and only such rights, duties, obligations and liabilities which have arisen thereunder prior to January 3, 2025 are being assigned under this Agreement; and further provided that debt service payment obligations are excluded from the assignment hereunder.

3. Assumption. In accordance with and pursuant to the terms of the 28E/28F Agreement the Assignee has or will accept the foregoing contribution, assignment, transfer and conveyance of the Designated Water Supply Facilities of the Assignor. The Assignee hereby assumes all of the Assignor’s currently existing rights, duties, obligations and liabilities in and to the Loans and the Initial Loan and Disbursement Agreements (but no such assumption shall occur with respect to the Assignor’s requirements with respect to the Single Audit Act of 1996 and implementing regulations); provided, however, that the Loans and the Initial Loan and Disbursement Agreements are not being assumed, and only such rights, duties, obligations and liabilities which have arisen thereunder prior to January 3, 2025 are being assumed under this Agreement; and

further provided that debt service payment obligations are excluded from this assumption hereunder.

4. Mutual Acknowledgement. For the avoidance of doubt, it is expressly acknowledged by the parties that the contributions, assignments, transfers and conveyances set forth in clause (i) of Section 2 hereof, and the acceptances set forth in clause (i) of Section 3 hereof, do not include the Excluded Assets of the Assignor described (and as defined) in the 28E/28F Agreement, and do not include any assets, rights, properties or business of the Assignor other than the Transferred Assets of the Assignor set forth in the 28E/28F Agreement.

5. Acknowledgment of Closing and Closing Date. The parties hereby mutually acknowledge the consummation of the closing as of the date of this Agreement.

6. Effective Date. Pursuant to and in accordance with the CIWW Loan Documents, the transactions contemplated by this Agreement shall take effect as of the date hereof.

7. Further Assurances. Each party hereby expressly acknowledges, without implied limitation, and hereby agrees, at any time and from time to time at the reasonable request of the other party, to execute and deliver, or cause to be executed and delivered, such additional instruments, and take such further actions, as may be reasonably necessary to carry out the transactions contemplated by this Agreement, the CIWW Loan Documents and the 28E/28F Agreement.

8. Certificate of the Department. The consent of the Authority with respect to this Agreement shall be contingent upon receipt by the parties hereto of a certificate of the Department certifying (i) the transfer of the assets from the Assignor to the Assignee complies with the SRF Program and (ii) the Assignee qualifies as a water supply production and supply entity.

9. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

10. Application of Uniform Electronic Transactions Act. The Assignor, the Assignee and the Authority, as the consenting party, agree this Agreement and all documents related thereto and referenced herein may be entered into as provided for pursuant to and in accordance with Chapter 554D of the Act.

[PAGE INTENTIONALLY ENDS HERE. SIGNATURE PAGE TO FOLLOW.]

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

ASSIGNOR:

CITY OF GRIMES, IOWA

By: _____

Name: _____

Title: _____

ASSIGNEE:

CENTRAL IOWA WATER WORKS

By: _____

Name: _____

Title: _____

Consented and agreed to as of the date first above written.

CONSENTING PARTY:

IOWA FINANCE AUTHORITY

By: _____

Name: _____

Title: _____

CITY COUNCIL COMMUNICATION
Meeting Date: 12/10/2024

AGENDA ITEM: Resolution of the City of Grimes, Iowa Approving Central Iowa Water Works Operating Contract

BACKGROUND: Central Iowa Water Works (CIWW) was established through a collaborative agreement among various water utilities, rural water districts, and governmental entities in the Des Moines metropolitan area. This initiative is designed to implement a shared governance and ownership model, aimed at providing safe, reliable, and cost-effective drinking water to all participants.

The proposed resolution approves the CIWW Operating Contract, which includes provisions for the City of Grimes to transfer its water production and supply assets, along with associated debt, to CIWW in accordance with the agreement. The contract also ensures that the City of Grimes will be reimbursed for operational costs with an additional 2% to cover administrative and operational considerations.

BUDGETARY CONSIDERATIONS:

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 OF THE CITY OF GRIMES, IOWA APPROVING CENTRAL IOWA WATER
WORKS OPERATING CONTRACT

Grimes Resolution No. 12-2224

WHEREAS, certain water utilities, rural water districts and governmental entities have created a new regional water authority as a separate public entity created under Chapter 28E and Chapter 28F, Iowa Code, known as the "Central Iowa Water Works" ("CIWW") to act as a regional water wholesale production and supply entity under the material terms and conditions as set forth in the Central Iowa Water Works 28E/28F Agreement, filed with the Iowa Secretary of State on April 11, 2024 with Filing Number M516883 (the "CIWW Agreement");

WHEREAS, the conditions of membership of City of Grimes ("Grimes") and certain other members in CIWW, include the transfer to CIWW of certain water production and supply assets owned by those members that are listed and described in Schedule IV-7 to the CIWW Agreement ("Water Supply Facilities") and the acquisition of such assets by CIWW under terms as set forth in CIWW Agreement with CIWW to assume obligations related to such assets as of an Operational Commencement Date and Asset Transfer Date of January 1, 2025 or such later date approved by the CIWW Board;

WHEREAS, in accordance with the CIWW Agreement, Grimes will continue to produce water and operate the assets transferred by it in accordance with an Operating Contract between CIWW and Grimes;

WHEREAS, the City Council desires to approve Grimes's Operating Contract, including the Insurance Exhibit thereto, to enable Operational Commencement by CIWW as of January 1, 2025.

NOW, THEREFORE, BE IT RESOLVED, that Grimes City Council finds that it is in the best interest of Grimes to enter into the Operating Contract attached hereto and hereby authorizes and approves the attached Operating Contract, and waives any requirement that such Operating Contract be in any form previously approved by the City Council prior to the formation of CIWW.

BE IT FURTHER RESOLVED, that (i) the Mayor and City Clerk are authorized and directed to execute, attest, and deliver the Operating Contract in accordance with these resolutions and the CIWW Agreement for and on behalf of Grimes; (ii) the Mayor, the City Clerk, and City Manager are hereby authorized, empowered and directed, individually or jointly to do all such acts and things, and to execute all such documents as may be necessary to carry out the Operating Contract; and (iii) the Mayor, City Clerk, City Manager, Public Works Director, and the other officers and staff of Grimes be, and are, hereby authorized, empowered and directed, individually or jointly to do all such acts and things, necessary or appropriate to carry out and comply with this Resolution.

PASSED and APPROVED on December 10, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

WATER SUPPLY FACILITY OPERATING CONTRACT

Between

CENTRAL IOWA WATER WORKS ("CIWW")

And

CITY OF GRIMES, IOWA ("GRIMES")

For Operation, Maintenance and Management of
Drinking Water Source, Treatment and Transmission System Facilities

EFFECTIVE AS OF THE CIWW OPERATIONAL COMMENCEMENT DATE

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THIS CONTRACT is made and entered into as of the _____ day of December, 2024 by and between Central Iowa Water Works ("CIWW"), a joint and cooperative legal entity organized and existing under Iowa Code Chapters 28E and 28F, and the City of GRIMES, Iowa ("GRIMES"), a municipal organization (hereinafter sometimes jointly referred to as "the Parties" or either referred to individually as a "Party").

WHEREAS CIWW is a regional water wholesale production and supply entity created and governed by the Central Iowa Water Works 28E/28F Agreement executed by and among its Founding Agencies and filed with the Iowa Secretary of State as Agreement No M516883 ("the CIWW 28E-28F Agreement");

WHEREAS CIWW has the right and duty to create and supply treated water to its Member Agencies, and for this purpose CIWW will acquire the water supply facilities of GRIMES and other Water Producing Member Agencies of CIWW as of the Operational Commencement Date of CIWW;

WHEREAS GRIMES is a Water Producing Member of CIWW and the current owner and operator of certain Designated Water Supply Facilities as defined in the CIWW 28E-28F Agreement (the "GRIMES Designated Water Supply Facilities");

WHEREAS CIWW and GRIMES desire to implement the water facility operation provisions contemplated by the CIWW 28E-28F Agreement during the Term of this Contract by providing that GRIMES shall be engaged as the contract operator of the GRIMES Designated Water Supply Facilities acquired by CIWW for twenty years from the Operational Commencement Date of CIWW on the terms provided in this Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each Party to the other as provided in this Contract, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CIWW and GRIMES hereby agree as follows:

ARTICLE I. SCOPE AND TERM OF CONTRACT

Section 1. Scope. This Contract shall govern the relationship between CIWW and GRIMES under the CIWW 28E-28F Agreement with respect to the operation and maintenance of the GRIMES Designated Water Supply Facilities by GRIMES as contract operator from the Effective Date and during the Term of this Contract. As used in this Contract, except as the context may otherwise require, the GRIMES Designated Water Supply Facilities shall include all modifications, improvements, updates and expansion thereto during the Term of this Contract.

This Contract shall not govern the purchase of water from CIWW by GRIMES and, except as otherwise provided herein or in any Supplement hereto, shall not govern any provision for administrative support by GRIMES to CIWW or other services provided by and between the Parties. The Parties may enter into Supplements to this Contract or other separate agreements respecting such matters.

Section 2. Effective Date. The "Effective Date" of this Contract shall be the Operational Commencement Date as defined in the CIWW 28E-28F Agreement.

Section 3. Term. The term of this Contract, subject to the termination provisions herein, shall be twenty years from its Effective Date (the "Term"). Provided, however, such term shall automatically be extended for successive five-year periods thereafter unless either Party shall, not less than three years

prior to the expiration of the first twenty-year period hereunder or any subsequent renewal period, give notice in writing to the other Party of its intention to terminate such Term. Nothing shall prevent GRIMES and CIWW from agreeing to an earlier termination or to an extension of the Term for any reason by further agreement in writing.

Section 4. Supplement to CIWW 28E-28F Agreement. This Contract shall be a supplement to the CIWW 28E-28F Agreement and shall be filed as such with the Iowa Secretary of State after its execution by the Parties. This Contract shall govern certain matters between the Parties hereto under the CIWW 28E-28F Agreement. Except as otherwise defined in this Contract, the capitalized terms used herein that are defined in the CIWW 28E-28F Agreement shall have the meanings as defined in the CIWW 28E-28F Agreement. As used herein, the term CIWW 28E-28F Agreement shall not be construed to mean or include any subsequently adopted amendment to such Contract, except to the extent GRIMES shall expressly agree in writing to accept any such amendment as applying to this Contract. In the event of a conflict between this Contract and the CIWW 28E-28F Agreement, the terms of this Contract shall control.

ARTICLE II. THE RELATIONSHIP BETWEEN CIWW AND GRIMES

Section 1. Nature of Relationship. GRIMES shall be, and hereby is, engaged by CIWW as the sole operator of the GRIMES Designated Water Supply Facilities acquired by CIWW. In such capacity, GRIMES shall provide all labor, services, materials, and supplies necessary to CIWW's production and delivery of finished drinking water under this Contract, including all operations, maintenance, repairs, planning, engineering (whether staffed or contracted), capital improvements, residuals removal, and procurements required to effectively operate, maintain, and manage the GRIMES Designated Water Supply Facilities to their full capacity under prevailing conditions as they exist from time to time, including capital and technical upgrades as needed. GRIMES shall supply labor and services through its own staff or under contract with others, in its discretion.

Section 2. Operation Obligations. GRIMES's obligations under this Contract shall be to operate and maintain the GRIMES Designated Water Supply Facilities on behalf of CIWW with a level of care, effort, and diligence as may be reasonably expected to enable CIWW to meet the service obligations of CIWW to its Member Agencies as set forth in Schedule IV-6 of the CIWW 28E-28F Agreement, to the extent possible in view of the actual capacities and limitations of the GRIMES Designated Water Supply Facilities under prevailing source water and other conditions. GRIMES operations shall be deemed reasonable to the extent consistent with its existing practices and procedures as of the Effective Date with any changes required by changes in prevailing conditions, law or regulation.

Section 3. Independent Contractor. The relationship of GRIMES to CIWW under this Contract shall at all times be that of independent contractor. Services under this Contract shall be performed in accordance with good and accepted industry practices for operators similarly situated. However, any such services shall not be considered engineering services, and nothing herein is intended to imply that GRIMES is to supply professional engineering services to CIWW, unless specifically stated in this Contract or specifically hereafter agreed by the Parties to the contrary. This provision shall not, however, preclude GRIMES from providing any services under this Contract by means of professional engineers employed by GRIMES on its staff or engaged by GRIMES by contract.

Section 4. Individual Ownership and Responsibility. Except as otherwise explicitly provided in this Contract, each Party shall at all times hold and own its respective properties. Each Party shall be solely

authorized to supervise, direct, and manage its own activities and the activities of its respective employees and agents. Nothing in this Contract shall be deemed to supersede, replace, impair or limit any collective bargaining agreement between GRIMES and any bargaining unit now existing or hereafter arising.

ARTICLE III. OPERATIONAL PROVISIONS

Section 1. GRIMES General Authority. GRIMES shall at all times during the Term of this Contract have the power and authority to operate and maintain the GRIMES Designated Water Supply Facilities to meet applicable provisions of law.

Section 2. Permits and Regulatory Compliance. GRIMES and CIWW shall each have and maintain all licenses and permits, either individually or jointly, including but not limited to Water Use and Water Supply Operations permits, which are required to be obtained by either of them, or by both from State or Federal regulatory agencies for ongoing operation of the GRIMES Designated Water Supply Facilities. GRIMES will lead the management of regulatory compliance as outlined in these permits.

Section 3. Sampling and Laboratory Testing. GRIMES will provide, through staff or contract, sampling and laboratory testing necessary to monitor water treatment plant performance in addition to sampling and laboratory testing required to meet regulatory requirements set forth in water supply operations permits, NPDES permits, and/or any federal, state or local laws, rules and regulations, local ordinances, permit or license requirements.

Section 4. Periodic Reporting. GRIMES shall prepare and make such periodic reports for the GRIMES Designated Water Supply Facilities as are required by applicable laws, rules, regulations or orders, and shall submit them directly to the appropriate regulatory agencies with copies to the CIWW Executive Director as submitted. GRIMES shall assist CIWW in meeting any regulatory reporting requirements that it has as to CIWW facilities operated by GRIMES.

Section 5. Other Information. GRIMES shall make available to CIWW all such reasonably accessible information, schedules, and analysis concerning the GRIMES Designated Water Supply Facilities and their operation as CIWW may request.

Section 6. Operation in Accordance with Budgets. GRIMES shall operate, maintain, and manage the GRIMES Designated Water Supply Facilities in accordance with the budget established as provided in Section 3 of Article VI of this Contract to the extent possible, subject to such unforeseen changes and contingencies as may arise in the ordinary course of business, and subject to emergencies or other circumstances that require deviation from the budgets.

Section 7. GRIMES's Authority to Act in an Emergency. In any emergency affecting the safety of persons, property or water quality, or the ability to meet peak demands, GRIMES shall act, at its discretion, and without prior CIWW authorization, but with reasonable notification under the circumstances to the CIWW Executive Director, to prevent threatened damage, injury, loss, or operational impairments, notwithstanding any provision in this Contract or any previously approved budget and CIWW shall have financial responsibility to reimburse GRIMES for the full costs thereof.

Section 8. Ownership of Distribution Facilities. Each CIWW Member Agency, including GRIMES, shall exclusively own, operate, maintain, and be responsible, for its own Water Distribution Facilities, including its own Connection Facilities as defined in Section 10 of this Article III.

Section 9. Connection Points. The "Connection Points" at which water is delivered by CIWW to CIWW Member Agencies, including GRIMES and other Water Producing Member Agencies, shall be as follows:

- (a) Metered Core Network Connection – In the case of water sold by CIWW to a specific CIWW Member Agency with a metered point of connection, the Connection Point shall be the tee or tap on the CIWW Core Network transmission main which serves the meter. In the case of an in-line point of connection, the Connection Point shall be a valve or other designated point on the transmission main, prior to the meter, where ownership of the pipeline transitions from CIWW to the CIWW Member Agency that is being served.
- (b) Unmetered Core Network Connection – In the case of water produced by the Designated Water Supply Facilities of a Water Producing Member Agency and sold by CIWW to that Water Producing Member Agency for delivery to any retail or wholesale customer of the Water Producing Member Agency, for which there is no metered point of connection, the Connection Points shall be the points at which the Water Producing Member Agency's Water Distribution Facilities connect to the CIWW Core Network transmission main.
- (c) Non-Core Network Connection – In the case of water produced by the Designated Water Supply Facilities of a Water Producing Member Agency and sold by CIWW to that Water Producing Member Agency for delivery to any retail or wholesale customer of the Water Producing Member Agency, but is not delivered through a connection to the CIWW Core Network, the Connection Point shall be a valve or other designated point of transition between the Designated Water Supply Facilities which are owned by CIWW and the Water Producing Member Agency's Water Distribution Facilities which are owned by the Water Producing Member Agency that is being served.

Section 10. Connection Facilities. As used herein "Connection Facilities" shall mean any taps, pipes, corporations, pumps, or other facilities required by any CIWW Member Agency to connect to or to receive water from the CIWW Core Network or to meter the water delivered to such Member Agency. CIWW will provide and shall own all wholesale meters installed at Member Agency Connection Points, but CIWW shall have no obligation to supply or maintain the Connection Facilities, including any facilities such as vaults or pits to contain or support wholesale meters of any CIWW Member Agency, except to the extent CIWW may otherwise agree in writing with the CIWW Member Agency. All new wholesale metering facilities that are part of any Connection Facilities shall be constructed and installed in accordance with drawing plans and specifications approved by CIWW and the affected Member Agency. Any new Connection Facilities established after the Effective Date shall include such device or devices as may be reasonably required to prevent reverse flow.

Section 11. Dual Use Facilities. The Parties recognize that some facilities and equipment, including certain valves and control systems that may be owned by either CIWW or GRIMES after Asset Transfer under the CIWW 28E-28F Agreement, will be used or usable for both Water Supply Activity on behalf of CIWW and for the Water Distribution Activity of GRIMES ("Dual Use Facilities"). GRIMES is authorized to utilize all Dual Use Facilities for both purposes. The costs of purchase, operation, maintenance, repair and replacement of Dual Use Facilities shall be reasonably allocated between CIWW and GRIMES based on benefit to each of such use by application of such allocation methods as the Parties may agree upon from time to time. Any dispute as to such allocation shall be resolved under the dispute resolution provisions of the CIWW 28E-28F Agreement.

Section 12. Supply Coordination. CIWW shall assist GRIMES and other Water Producing Member Agencies in planning to meet the requirements of all CIWW Member Agencies and shall cause each CIWW Member Agency taking water from the GRIMES Designated Water Supply Facilities to keep GRIMES advised of its requirements and changing requirements. CIWW shall establish a staff-level working group consisting of a single authorized representative from each of the Member Agencies, each to individually serve as an ongoing contact point and coordinator with GRIMES to facilitate and optimize water supply operations by GRIMES. Such working group shall meet collectively when needed on call from GRIMES to coordinate and plan for GRIMES operations.

Section 13. Ancillary Agreements and Administrative Support. GRIMES shall support CIWW's ownership of the GRIMES Designated Water Supply Facilities by providing administrative and management support of such assets, and support for any agreements other than water supply agreements related thereto, to include, without limitation, management of shared use facility or property agreements, property use licenses and lease agreements with telecommunications companies, farming licenses and leases, and any other agreements related to, or affecting the GRIMES Designated Water Supply Facilities. For this purpose GRIMES is authorized to (i) administer all existing agreements affecting the GRIMES Designated Water Supply Facilities, together with any new or amended agreement authorized by CIWW; (ii) to enforce such agreements in its own name or the name of CIWW, or both; and (iii) to bill and collect revenues from such agreement for the benefit of CIWW, with such revenues to be treated as offsetting revenues under Section 1 of Article VI of this Contract.

ARTICLE IV. WARRANTIES, EXCLUSION OF WARRANTIES AND DISCLAIMERS

Section 1. Warranty and Exclusion of Implied Warranties. GRIMES warrants that its operation of the GRIMES Designated Water Supply Facilities shall be reasonable under prevailing source water and other conditions. **GRIMES MAKES NO OTHER WARRANTY OF ANY PARTICULAR RESULTS OR OUTCOME FROM ITS OPERATION OF THE GRIMES DESIGNATED WATER SUPPLY FACILITIES.**

Section 2. Disclaimers. CIWW agrees that the GRIMES Designated Water Supply Facilities of GRIMES are special purpose facilities and the performance of such facilities are affected by external conditions over which GRIMES has no control. GRIMES neither warrants nor guarantees that its facilities existing as of the date of this Contract, or its operation of such facilities, will function efficiently or accomplish any specific results under this Contract. CIWW acknowledges that no representations or warranties have been provided to CIWW regarding the GRIMES Designated Water Supply Facilities or the ability of GRIMES to deliver any particular results in the operation of such facilities. GRIMES agrees to cooperate in good faith with CIWW and its Member Agencies to exercise diligence in performing its obligations hereunder, and to use its best efforts to carry out the provisions of this Contract, but makes no guarantee of any particular results.

Section 3. Quality and Quantity. GRIMES shall use reasonable diligence and efforts to produce finished drinking water and to operate, maintain and manage the GRIMES Designated Water Supply Facilities to produce finished drinking water which is (i) in compliance with applicable State and Federal drinking water quality regulations; (ii) in compliance with all applicable water supply operation permits; and (iii) delivered in adequate quantity and at adequate pressure to meet the needs of CIWW to supply the customers of CIWW. **GRIMES MAKES NO REPRESENTATION OR WARRANTY THAT SUCH OBJECTIVES WILL ALWAYS BE MET UNDER THIS CONTRACT.**

Section 4. Shortages of Water. It is understood that this Contract does not constitute any warranty or assurance by GRIMES that water in the quantity required by CIWW and CIWW Member Agencies will always be available or that water quality requirements will always be able to be met.

Section 5. Variation in Quantity and Quality. All Parties acknowledge and agree that there may be fluctuations in the quantity and quality of finished drinking water produced or delivered under this Contract as a result of prevailing source water, operating conditions, and other conditions and that such variations are acceptable under this Contract.

ARTICLE V. CAPITAL PROJECTS

Section 1. INTENTIONALLY OMITTED.

Section 2. Other Expansion of Capacity. Under the CIWW 28E-28F Agreement CIWW is responsible for planning, engineering, financing, and construction of all new drinking water source, treatment and transmission system facilities needed to expand the capacity of CIWW to meet the requirements of its customers. Such new facilities are referred to herein as "Expansion Facilities," and may include, in CIWW's discretion, facilities constructed or installed to increase the capacity of the GRIMES Designated Water Supply Facilities. GRIMES shall cooperate and assist CIWW in planning for and constructing any Expansion Facilities that affect the GRIMES Designated Water Supply Facilities, and the construction of the Expansion Facilities shall be coordinated so as not to cause undo interference with the operation of the GRIMES Designated Water Supply Facilities. Contracts for Expansion Facilities shall be let in the name of CIWW as owner, with GRIMES acting in its capacity as Operating Contractor and as agent to CIWW to manage and execute such contracts for the benefit of CIWW through its staff and contractors. CIWW appoints GRIMES, its staff, and contractors to act on behalf of CIWW for this purpose and CIWW shall reimburse GRIMES for all of its project costs for Expansion Facilities.

Section 3. Capital Improvements Program. GRIMES shall, in coordination with the CIWW Technical Committee, provide data and recommendations to the engineering consultant selected by CIWW, to aid the engineering consultant in developing a multi-year Capital Improvements Program ("CIP") for the GRIMES Designated Water Supply Facilities, based on performance and needs assessments as provided in Section 4 of this Article V. CIWW shall provide the capital required for such projects, and GRIMES shall cooperate with CIWW in the execution of projects under the CIP for the GRIMES Designated Water Supply Facilities with GRIMES reimbursed by CIWW for the costs incurred for its efforts.

Section 4. Joint Capital Projects. During the Term of this Contract, GRIMES shall plan and execute such Joint Capital Projects, as defined in the CIWW 28E-28F Agreement, as CIWW and GRIMES shall jointly deem necessary and proper to enable GRIMES to meet its obligations under this Contract in light of the process defined by Section 5 of this Article V, but GRIMES may proceed with any individual Joint Capital Project within limits of approved capital budgets with an estimated cost not to exceed one hundred thousand dollars (\$100,000.00), or other higher limit approved by the CIWW Board from time to time ("Small GRIMES Projects"), without consultation with, or approval by, CIWW or the CIWW Technical Committee. Planning for such projects, other than Small GRIMES Projects, shall be coordinated with the CIWW Technical Committee. Joint Capital Projects may be designed by staff of GRIMES or by consultants selected and engaged by GRIMES, or both. Contracts for Joint Capital Projects shall be let in the name of GRIMES, unless otherwise required by law or by reason of CIWW's requirements for debt issuance, and for this purpose CIWW grants authority to GRIMES to make improvements and repairs to the GRIMES Designated Water Supply Facilities and to act as its agent for such purposes. Execution of

such projects shall be under the sole supervision of GRIMES, but shall be subject to the review and approval of the CIWW Board as part of the CIWW Budget process, except for Small GRIMES Projects or projects executed under GRIMES's emergency authority provided by Section 7 of Article III. To the extent contracts for Joint Capital Projects are let in the name of CIWW as owner, GRIMES shall act in its capacity as Operating Contractor and as agent to CIWW to manage and execute such contracts for the benefit of CIWW through its staff and contractors. CIWW appoints GRIMES, its staff, and contractors to act on behalf of CIWW for this purpose. CIWW shall be responsible to pay for the costs of Joint Capital Projects as provided under the CIWW 28E-28F Agreement.

Section 5. Continuous Performance Monitoring and Needs Assessment. GRIMES shall, in consultation with the CIWW Technical Committee, the engineering consultant selected by CIWW, and CIWW staff:

- (a) Regularly monitor and assess the GRIMES Designated Water Supply Facilities to determine if they are performing optimally;
- (b) Identify and implement operational strategies to optimize the performance of the GRIMES Designated Water Supply Facilities;
- (c) Identify facility improvements needed to optimize performance of the GRIMES Designated Water Supply Facilities and to keep them in compliance with evolving regulatory requirements, source water quality threats, and evolving technical and operational best practices for facilities of such kind; and
- (d) Regularly monitor and assess the use of the GRIMES Designated Water Supply Facilities by CIWW Member Agencies to determine if their needs are being optimally met.

ARTICLE VI. COMPENSATION AND REIMBURSEMENT TO GRIMES

Section 1. Compensation. GRIMES shall be compensated in amounts equal to the actual full cost incurred by GRIMES of providing materials and services under this Contract, plus 2%, with such amounts to be computed and paid as provided in the CIWW 28E-28F Agreement and Section 2 of this Article VI, less any offsetting revenue collected directly from other CIWW Member Agencies or third parties related to GRIMES Designated Water Supply Facilities including without limitation offsetting revenue collected under Section 3 or Section 13 of Article III.

Section 2. CIWW Payment to GRIMES. CIWW shall pay GRIMES for operation, materials, supplies, and services supplied under this Contract on a cost plus basis, based on the cost and payment principles set forth in Schedule V-2 to the CIWW 28E-28F Agreement. Such amounts shall be paid in seasonally adjusted monthly installments with an annual true-up as set forth in such Schedule. For the avoidance of doubt, it is the intent of this Contract that GRIMES be paid its full actual costs, plus a fixed percentage of 2%, after such costs are fully incurred and determined.

Section 3. Operation, Maintenance, and Management ("OM&M") Budget. For each calendar year, beginning on or after the Operational Commencement Date, GRIMES shall prepare and submit to CIWW a proposed OM&M budget for the next calendar year on such time schedule as may be required to permit the annual budget process of CIWW to proceed pursuant to the terms of the CIWW 28E-28F Agreement.

The proposed OM&M budget shall govern GRIMES's expenditures for the budget year and shall include:

- (a) A projection of the anticipated reimbursable expenditures that will be incurred by GRIMES for production of water in the budget year, and a projection of any anticipated offsetting revenue to be directly collected by GRIMES from other Member Agencies or from third parties during the budget year;
- (b) A comparison of budgeted expenditures for the budget year to the actual expenditures for the prior budget year;
- (c) The insurance and risk management coverages to be in place for the budget year and the expected costs thereof that are chargeable to CIWW; and
- (d) Any additional information requested by CIWW in advance of GRIMES's budget process commencement.

The Board of CIWW shall conduct a budget hearing on the proposed OM&M budget at its next meeting following receipt of the proposed budget after giving required notice under applicable law and the CIWW 28E-28F Agreement. If the proposed budget is not approved by the CIWW Board, CIWW shall provide a detailed statement to GRIMES of its objections. Any CIWW objections will be resolved by negotiation between the Parties if possible, but if no agreement is reached on all objections before the commencement of the budget year, the portions of the budget to which objection is not made shall be deemed approved. All pending objections shall be resolved by arbitration as provided in this Contract to be commenced immediately after the Parties reach impasse in discussions, and no later than the commencement of the budget year, with the arbitration to be completed by an award issued not later than 120 days after commencement of the arbitration proceedings by either party.

Pending resolution of objections: (i) GRIMES shall proceed in accordance with the portions of the proposed budget to which no objection is made; (ii) GRIMES shall defer expenditures to which objection is made to the extent practical without impairing operations under this Operating Contract; (iii) GRIMES shall limit its expenditures of a required and recurring nature to levels consistent with the most recent prior approved budget to the extent practical without impairing operations under this Operating Contract; and (iv) GRIMES shall otherwise be authorized to make expenditures in accordance with its proposed budget only to the extent a failure to make the expenditures would directly cause a material impairment of its ability to meet its obligations under this Operating Contract.

Section 4. Information and Input to be Provided by GRIMES. Upon the request of CIWW or any CIWW Member Agency, GRIMES shall make available such reasonably accessible information, schedules, comparisons and analysis as may be deemed reasonably necessary in order to fully analyze the proposed OM&M budget. GRIMES shall cause such members of its staff to be present at the budget hearing established by CIWW as are necessary to explain the proposed budget and respond to inquiries made concerning same.

Section 5. Other Reimbursements. In addition to the foregoing, CIWW shall also reimburse GRIMES for emergency costs incurred under Section 7 of Article III, capital projects under Article V, uninsured claims and losses under Section 6 of Article X, and any other costs beyond OM&M expenses, that are reimbursable under the terms of this Contract or the CIWW 28E-28F Agreement. Such reimbursements shall not be subject to the 2% increment specified in Section 1 of this Article.

ARTICLE VII. OBLIGATIONS OF CIWW

Section 1. Financial Obligations. CIWW shall promptly satisfy all of its financial obligations to GRIMES hereunder, including without limitation, funding under Article V for capital projects. Any loss, damage, or injury resulting from the failure of CIWW to provide funding for capital projects when reasonably requested by GRIMES shall be the sole responsibility of CIWW.

Section 2. CIWW Rates and Charges. CIWW shall at all times set, impose, and collect rates and charges to its Member Agencies that produce revenues at least sufficient to pay the expenses of operation of CIWW, including obligations to GRIMES, and all other obligations including principal and interest of bonds and other debt obligations as they become due.

Section 3. Taxes. CIWW shall pay all sales, excise, ad valorem, property, or other taxes, if any, associated with sales or operations under this Contract or assessed against CIWW property.

Section 4. Cooperation and Support. CIWW shall reasonably cooperate in good faith with GRIMES in the performance of its obligations under this Contract, and shall at all times govern and manage its affairs consistent with the terms of the CIWW 28E-28F Agreement so as to enable and support GRIMES's ability to fully perform its obligations under this Contract.

ARTICLE VIII. TERMINATION PROVISIONS

Section 1. Automatic Termination. This Contract shall automatically terminate upon the termination of existence of CIWW for any reason. Such termination shall be effective upon reversion of assets, including any dual purpose assets, to GRIMES as provided in the CIWW 28E-28F Agreement, with the intent that there shall be no interruption of water production upon termination of the existence of CIWW.

Section 2. Termination for Default. In the event that either Party determines that the other Party has defaulted in the performance of its obligations hereunder, the aggrieved Party may declare that default has occurred and give notice thereof to the defaulting Party. Notice of default shall be given in writing, shall specify the nature of the default and the provisions of the Contract involved, and shall specify what action is required of the defaulting Party to correct the default.

The defaulting Party shall have 180 days from the date of its receipt of the notice of default to correct the default. If at the end of said 180-day period the default has not, in the opinion of the aggrieved Party, been corrected, and if such default shall constitute a material breach of this Contract, the aggrieved Party may thereupon terminate the Contract for material breach by giving 60 days' written notice of termination. Termination of this Contract shall be effective at the end of said 60-day period unless judicial proceedings are initiated by either Party in a court of competent jurisdiction to determine if a material breach has occurred.

Upon termination of this Contract by the either Party, or upon entry of a court order terminating this Contract, GRIMES shall assist CIWW in assuming operation of the GRIMES Designated Water Supply Facilities. CIWW shall pay GRIMES the costs of such assistance within thirty (30) days of its receipt of an invoice for such costs.

Any disputes arising under this Section shall not be subject to mandatory arbitration.

ARTICLE IX. LIABILITY, INDEMNITY, INSURANCE, AUDIT, AND GENERAL TERMS

Section 1. No Liability. GRIMES shall not be liable to CIWW, to any Member Agency or to any of their customers by reason of any interruption or failure to provide any water supplied or for services contemplated by this Contract, or for any error of judgment by GRIMES or its staff or contractors or their employees, except for any bad faith, willful misconduct, or willful disregard for the terms of this Contract by GRIMES. Unauthorized and unanticipated willful misconduct by a GRIMES employee shall not be attributed to GRIMES for this purpose.

Section 2. Non-Liability for Main Breaks. GRIMES shall have no liability to any person for direct or indirect damage caused by water main breaks of CIWW or any other person or entity. CIWW shall indemnify GRIMES from any such claimed liabilities, and hold GRIMES harmless from all such claims, including all attorney fees and other costs of defense.

Section 3. Limitations of Liability. NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY UNDER THIS CONTRACT FOR ANY CLAIM FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR REVENUE OR THE LOSS OF USE OF EITHER, OR COSTS OF REPLACEMENT CAPITAL, EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT.

Section 4. Indemnification. GRIMES and CIWW, to the fullest extent permitted by law, each hereby agrees to indemnify, defend, pay on behalf of, and hold harmless the other and their respective elected officials, appointed officials, agents, employees and volunteers, and others working on behalf of such Party ("Indemnities"), against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the Indemnities by reason of any injury or loss arising out of any wrongful act or omission of the Indemnifying Party, including, but not limited to, bodily injury or death, property damage, including loss of use thereof, and economic damages that arise out of or are in any way connected to this Contract. No Party shall have any right of indemnity for damages or claims proximately caused by its own negligent or intentionally wrongful acts. Neither the indemnity provisions in this Section, nor any other rights of indemnity held or claimed by CIWW by law or agreement, shall limit, impair, or reduce the rights of GRIMES to full compensation or reimbursement under Article VI of this Contract for OM&M costs, capital project costs, or losses that are incurred by GRIMES with respect to Water Supply Activity operations within the scope of this Contract. CIWW shall not be entitled to indemnity under this Contract, and waives any and all claims of indemnity otherwise existing or arising by law, to the fullest extent necessary so that GRIMES's right of full compensation and reimbursement under Article VI of this Contract is preserved.

Each Party's Contracts and obligations as set forth in this Section are applicable for the duration of and following expiration or termination of this Contract, regardless of the manner of termination, and notwithstanding other provisions of this Contract.

Section 5. Insurance. GRIMES shall insure the GRIMES Designated Water Supply Facilities and shall provide liability and other insurance with respect to GRIMES's work under this Contract in the respects and particulars as set forth in Exhibit A hereto. To the fullest extent permitted by law, neither this provision, nor the existence of any insurance policy procured by either GRIMES or CIWW shall be

deemed to limit or be a waiver of, any immunity or other defense to liability otherwise held by either Party.

Section 6. Uninsured Claims and Losses, Self-Insured Claims, and Deductibles. To the extent GRIMES incurs a loss, expense or claim payment that is not reimbursed by insurance by reason of lack of coverage, self-insured retention, policy deductible or for any other reason, with respect to Water Supply Activity operations within the scope of this Contract or otherwise in the operation and maintenance of the GRIMES Designated Water Supply Facilities, including without limitation any losses arising from unauthorized and unanticipated willful misconduct by a GRIMES employee, CIWW will reimburse GRIMES for such amounts as incurred. Such reimbursement shall include but not be limited to costs of claims, demands, suits, deductibles and loss retentions under insurance, and all other damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs.

GRIMES shall not be reimbursed for any loss, expense or claim payment that arises solely by reason of its Water Distribution Activity.

To the extent a loss, claim or expense is attributable to both Water Supply Activity on behalf of CIWW and Water Distribution Activity of GRIMES, such amount shall be reasonably allocated between CIWW and GRIMES based on application of such allocation methods as the Parties may agree upon from time to time. Any dispute as to such allocation shall be resolved under the dispute resolution provisions of this Contract.

Section 7. Audit. CIWW may by notice in writing request access to GRIMES's records for purposes of conducting an independent audit of GRIMES's financial records in relation to compensation or other amounts paid or payable by CIWW to GRIMES. Such notice shall identify the records sought for audit, and GRIMES shall provide access to the records sought for audit within 30 days after receipt of the notice requesting audit. Such audit shall be conducted by a certified public accounting firm retained by CIWW and at CIWW's sole cost. The audit findings shall be promptly provided to GRIMES. In the event that such audit reveals any overpayment or underpayment to GRIMES, the Parties shall make such adjustments to balances paid or payable between them as the audit determines are proper, with such adjustments to be made within 30 days of the issuance of the audit report. In the event that either Party disputes the findings of the audit, it may notify the other Party of its objection thereto and request binding arbitration to resolve the matter.

Section 8. Assignment of Contract. Neither Party may assign this Contract to a third party without the written consent of the other Party.

ARTICLE X. GENERAL TERMS

Section 1. Provisions to be Severable. If any provision of this Contract is held to be invalid by a court of competent jurisdiction, the invalidity of any such provision shall not affect the other provisions of this Contract that can be given effect without the provision determined to be invalid, and to that end, the provisions of this Contract are severable.

Section 2. Notices. Notices which GRIMES or CIWW are authorized or required to give one another pursuant to this Contract shall be in writing and may be personally delivered, may be sent by ordinary mail or delivery service to the addresses for such Party reflected in the records of CIWW or GRIMES, or may be sent by electronic means, including email. Notice by personal delivery, by delivery service, or by

electronic means shall be effective upon actual receipt. Mailed notices shall be effective and deemed to be received by the Party to whom directed when they are postmarked.

Section 3. Arbitration.

- (a) CIWW and GRIMES agree that any disputes and any claims relating to the adoption of any OM&M budget under this Contract, the allocation or reimbursement of costs, losses, or expenses under this Contract, or otherwise for money damages arising between or among them with regard to matters within the scope of this Contract shall be submitted to mandatory, binding arbitration at the request of any Party. A request for arbitration must be in the form of a written notice requesting arbitration. Such notice shall identify each disputed matter to be submitted to arbitration. In the absence of agreement by the Parties to the contrary, the question or questions to be arbitrated shall be those specified in the notice requesting arbitration.
- (b) If the Parties agree, there may be one arbitrator. If they fail to agree on a single arbitrator, there shall be three arbitrators, one named in writing by the Party requesting arbitration, one named in writing by the adverse Party, and the third chosen by the first two arbitrators so chosen.
- (c) The Party requesting arbitration shall choose an arbitrator within ten (10) days following the Parties' decision that they will not agree to use one arbitrator. Failure to do so shall be deemed a waiver of its request for arbitration. If the adverse Party desires to appoint a different arbitrator, they shall name their arbitrator within ten (10) days following the receipt of notice of the naming of the first arbitrator. The two arbitrators first chosen shall name the third arbitrator within ten (10) days following the selection of the second arbitrator. Extensions of the time periods to select arbitrators shall not be unreasonably withheld if requested prior to the original deadlines above. Should any Party refuse or neglect to supply the arbitrators with any papers or information requested in writing by the arbitrators, the arbitrators are empowered to proceed ex parte. The Parties shall agree on the rules to govern the conduct of the arbitration, but in the absence of such an agreement, the most recently published commercial arbitration rules of the American Arbitration Association shall be deemed to apply. The arbitrator or arbitrators must provide a minimum of thirty (30) days' notice before the date set for any hearing on the merits of the dispute.
- (d) No one shall be qualified to act as an arbitrator if service in such role would create a conflict of interest. Each arbitrator selected shall be qualified by experience and knowledge of the matter to be submitted to arbitration. Conflicts of interest include, but are not limited to: (i) current service on the board, commission, council, or other governing body of CIWW or any Member Agency of CIWW; (ii) current employment, either as an employee or independent contractor, by any CIWW or any Member Agency of CIWW; (iii) employment, either as an employee or independent contractor, within the last five (5) years by CIWW or any Member Agency of CIWW; (iv) any prior participation in negotiations related to the dispute; (v) any direct involvement in the dispute, including as a witness to relevant facts; and (vi) other circumstances that would materially impair the ability of the individual to serve as a neutral arbitrator.

- (e) If there is one arbitrator, the award of the sole arbitrator shall be binding; if three, the agreed upon award of any two shall be binding. The award may be set aside only for reasons permitted under Iowa law.
- (f) The award of the arbitrator or arbitrators shall be in writing and separately state the factual and legal analysis relied upon to reach the decision, and it shall not be open to objection on account of the form of the proceeding or the award.
- (g) The arbitrator or arbitrators may retain special counsel for the purpose of conducting the arbitration proceedings and preparing the arbitration award. In selecting special counsel, the arbitrator or arbitrators may not retain any attorney who has represented CIWW or GRIMES within the last five (5) years.
- (h) The costs of arbitration and reasonable attorneys' fees for both Parties shall be paid by the Party requesting arbitration if it does not prevail in said arbitration proceedings. If the Party requesting arbitration prevails in the arbitration proceedings, the cost of arbitration shall be shared equally by the Parties. Costs of the arbitration include, but are not limited to, fees to the arbitrator or arbitrators, special counsel fees, and any other costs of the proceeding, but excluding reasonable attorneys' fees. If the Party requesting arbitration prevails, each Party shall be responsible for its own attorneys' fees.
- (i) CIWW and GRIMES consent that any award granted through arbitration will be confirmed in the Iowa District Court for Polk County.

Section 4. Specific Performance. In addition to any other remedies available under applicable law, CIWW and GRIMES shall have the right to the equitable remedy of specific performance to enforce compliance with any provision of this Contract.

Section 5. Actions in Court. Except for disputes covered by Section 3 of this Article X requiring arbitration, either CIWW or GRIMES may bring an action in Court for declaratory relief, for specific performance, or for any equitable remedy. Any such action shall be brought in the Iowa District Court in Polk County. EACH PARTY WAIVES TRIAL BY JURY IN ANY SUCH ACTION.

Section 6. Duty to Mitigate. CIWW and GRIMES each agrees that it has a duty to mitigate damages under this Contract and covenants that it will use reasonable efforts to minimize any damages it may incur as a result of an Event of Default involving any other Party.

Section 7. No Third Party Benefit and Limitation. No provision of this Contract shall inure to the benefit of any other entity, or any individual resident, taxpayer, or ratepayer of any Member Agencies of CIWW. This Contract may not be the basis of a claim or cause of action on behalf of any other person or entity against CIWW, GRIMES or any Member Agency of CIWW or any of their respective residents, taxpayers, or ratepayers.

Section 8. Entire Contract. This Contract and the CIWW 28E-28F Agreement as in force on the Effective Date hereof shall be construed to form a single agreement, and are the entire agreement between the Parties respecting the matters within the scope of this Contract. Any subsequent change or modification to the terms of this Contract shall be in the form of a duly approved and executed written amendment to this Contract.

Section 9. Governing Law. This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

Section 10. Partnership Disclaimer. Nothing in this Contract is intended nor shall be construed as in any way creating or establishing a partnership between the Parties hereto, nor as constituting any Party as an agent or representative of the other for any purpose or in any manner, other than as specified herein.

Section 11. Counterparts. This Contract may be executed in multiple counterparts, each of which so executed shall be deemed to be an original.

Section 12. Force Majeure. No Party shall be liable for any failure to perform any or all of the provisions of this Contract if and to the extent performance has been delayed or prevented by reason of any cause beyond the reasonable control of such Party. The expression "cause beyond the reasonable control" and the term "Force Majeure" as used in this Contract shall mean and be deemed to include, but not be limited to acts, regulations, laws, or restraints imposed by any governmental official or body; wars, hostilities, cyber attack or other sabotage, riots, or commotions; acts of God; pandemic; or fires, floods, storms, or lightning.

ARTICLE XI. EXECUTION OF CONTRACT

Section 1. Passage of Resolution. This Contract shall not go into effect unless approved by resolution of the governing boards of GRIMES and CIWW.

Section 2. Signature Pages. Each Party shall execute the separate signature page provided for it, and the Parties hereto authorize their counsel to assemble the signature pages of all signatory Parties and to append such signature pages to copies of this Contract for filing with the Iowa Secretary of State.

[Signature Pages Follow]

CENTRAL IOWA WATER WORKS

By: _____
Jody E. Smith, Board Chair

ATTEST:

Diane Munns, Board Secretary

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this _____ day of December, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Jody E. Smith and Diane Munns to me personally known, and, who being by me duly sworn, did say that they are the Board Chairperson and Board Secretary of CENTRAL IOWA WATER WORKS, that no seal has been procured by the entity; that the attached instrument was signed on behalf of the said entity by authority of its Board as contained in the resolution adopted by the Board on the 6th day of December, 2024, and that Jody E. Smith and Diane Munns acknowledged the execution of the instrument to be the voluntary act and deed of the CENTRAL IOWA WATER WORKS, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rachel Greving, City Clerk

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this _____ day of _____, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Mayor Scott Mikkelsen and City Clerk Rachel Greving, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk of the CITY OF GRIMES, IOWA, that no seal has been procured by the entity; that the attached instrument was signed on behalf of the entity by authority of its Council, as contained in the resolution adopted by the Council on the 10th day of December, 2024, and that they each acknowledge the execution of the instrument to be the voluntary act and deed of the CITY OF GRIMES, IOWA, by it and by them voluntarily executed.

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Notary Public in and for the State of Iowa

EXHIBIT A

WATER SUPPLY FACILITY OPERATING CONTRACT between CENTRAL IOWA WATER WORKS and BOARD
OF WATER WORKS TRUSTEES OF THE CITY OF WEST DES MOINES, IOWA

GRIMES INSURANCE REQUIREMENTS

Property Insurance

GRIMES shall procure and maintain property casualty loss insurance coverage with respect to the real property and personal property that comprises the GRIMES Designated Water Supply Facilities owned by CIWW and operated by GRIMES under this Contract. Such insurance shall be procured under one or more "all risk" or "special form" policies which shall include coverage against all risks of physical loss, including loss by fire, lightning, wind, terrorism, and other risks normally included in the standard Insurance Services Office ("ISO") special form. Flood insurance shall be obtained through the national flood insurance program or a property insurance carrier, to the extent available. A list of the assets owned by CIWW to be insured by GRIMES shall be created by the Parties and updated as needed to reflect the assets to be insured.

The policy or policies shall be in amounts sufficient to satisfy co-insurance requirements under such policy or policies, except as waived by the CIWW Board and shall be subject to deductibles and self-insured retained risk, established by the GRIMES Board of Trustees and approved by the CIWW Board.

GRIMES shall obtain the required policy or policies in its name in its capacity as contract operator, with CIWW as an "additional insured" or "additional named insured" under such policy or policies in its capacities as owner and customer. The coverage shall be so issued as to cover the several interests of GRIMES and CIWW. CIWW shall be the loss payee under such policy or policies in case of any loss or damage.

The cost of property insurance shall be paid by GRIMES and GRIMES shall be reimbursed for such costs by CIWW as part of the OM&M reimbursed under Article VI of this Contract.

Liability Insurance

GRIMES shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Contract by GRIMES or its agents, representatives, employees, and contractors, or by anyone for whose acts GRIMES or CIWW may be liable.

The cost of such liability insurance shall be paid by GRIMES and GRIMES shall be reimbursed for such costs by CIWW as part of the OM&M reimbursed under Article VI of this Contract.

GRIMES Liability Coverage shall include:

Commercial General Liability

GRIMES will maintain commercial general liability insurance covering all operations by or on behalf of GRIMES under this Contract on an occurrence basis against claims for personal injury, including bodily injury and death, and property damage, including loss of use.

Comprehensive Automobile Liability Insurance

GRIMES will maintain business auto liability insurance covering liability arising for owned, hired, or non-owned autos.

Workers' Compensation & Employer's Liability

GRIMES will maintain Workers' Compensation and Employer's Liability insurance as required by any applicable law or regulation. GRIMES is currently self-insured with stop loss coverage and may continue to self insure to the extent allowed by law.

Umbrella Liability

GRIMES will maintain umbrella liability insurance on an occurrence basis in excess of its underlying liability insurance policies which is at least as broad as each and every one of the underlying policies. The limits of insurance to be maintained by GRIMES may be satisfied by purchasing coverage for the limits specified or by any combination of underlying and umbrella limits so long as the total amount of insurance is not less than the limits specified in the insurance section when added to the limits specified in the Umbrella section.

Other Insurance

GRIMES shall procure and maintain other coverages insurance as either GRIMES or CIWW shall reasonably determine may be reasonably required to establish an appropriate risk mitigation and management program for the GRIMES Designated Water Supply Facilities and operations under this Contract.

Such coverage may include coverage for professional liability, builders risk, crime, cyber risk, business interruption, equipment breakdown, pollution risk, and other risks as deemed appropriate and shall include such insurance as is at the time of coverage customarily carried by owners and operators of facilities similar in kind and character to the GRIMES Designated Water Supply Facilities

The cost of such other insurance with respect to coverage related to the work under this Contract shall be paid by GRIMES and GRIMES shall be reimbursed for such costs by CIWW as provided in Article VI of this Contract.

Initial Coverage and Renewals

The forms, scope, limits, deductibles, and self-insured retained risk of all property, liability, and other policies shall be as provided in GRIMES's existing policies in force as of the Operational Commencement Date.

Coverage thereafter shall be kept in force during the Term of this Contract by renewal or procurement of new policies as initially determined by the GRIMES Board of Trustees, consistent with, and as part of, its overall insurance program, and as approved by the CIWW Board.

In the event that the GRIMES Board and CIWW do not agree as to any aspect of the insurance coverages, the position of the Party bearing the higher share of the cost of such insurance coverages shall prevail.

Verification of Insurance

GRIMES shall furnish CIWW, during the term of this Contract, with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this Contract.

Failure of CIWW to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CIWW to identify a deficiency from evidence provided will not be construed as a waiver of GRIMES's obligation to maintain such insurance.

The acceptance by CIWW of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by CIWW that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.

If GRIMES fails to maintain insurance as described in this Contract, CIWW will have the right to purchase required insurance in its own name.

CIWW reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Acceptability of Insurers

All insurance shall be provided by companies authorized to do business in Iowa and acceptable by CIWW with a company whose A.M. Best rating is "A- VII" or better.

Primary and Non-Contributing Coverage

GRIMES's insurance coverage shall be primary insurance with respect to CIWW, its officers, officials, employees, contractors and volunteers. Any insurance or self-insurance maintained by CIWW, its officers, officials, employees, contractors, or volunteers shall be in excess of GRIMES's insurance and shall not contribute with it.

Waiver of Subrogation

All insurance coverage evidenced herein shall include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against Contractor together with Additional Insured parties. Where permitted by law, GRIMES shall require similar written express waivers of subrogation and insurance clauses from each of its contractors of every tier. GRIMES and CIWW each agrees to mutually waive subrogation with respect to any loss or damages covered under any policy of insurance held by either of them.

Cancellation

Insurance policies required by this insurance section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to CIWW.

Subcontractors

GRIMES shall require and verify that its sub-contractors, of every tier, shall maintain insurance meeting all the requirements herein, including Additional Insured and Waiver of Subrogation requirements.

Additional Insured under Liability Policies

GRIMES agrees to name CIWW, its officers, officials, employees and volunteers as an Additional Insured under GRIMES's general liability, automobile, and all other liability insurance policies, other than professional liability policies, with respect to liability arising out of activities, operations, or work performed by or on behalf of GRIMES under this Contract.

Minimums and Preserved Liability

To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions, and coverages of Insurance Services Office (ISO) policies, forms, and endorsements.

The limits of liability under insurance policies required by this Contract shall in no way limit GRIMES's or CIWW's actual liability.

4918-0212-8130, v. 2

CITY COUNCIL COMMUNICATION
Meeting Date: 12/10/2024

AGENDA ITEM: Resolution Approving Personnel Transactions

BACKGROUND: This resolution authorizes actions taken by the HR Department in the normal course of its business. This resolution adopts changes to the employee handbook generally for three reasons: (a) one at the direction of the City Council from their Strategic Planning session (parental leave changes); (b) one change to the City's holiday package upon comparison to the City's peer comparator; and (c) several changes that are typically made at year end to reflect clarifying, amended, or updated policies for the purposes of clarity, legal compliance, and the like. A detailed reference memorandum identifying and explaining each change is attached hereto in full.

BUDGETARY CONSIDERATIONS: Changes proposed herein will be managed within existing budgets.

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. 12-2324

WHEREAS, the City Human Resources Director recommends several changes to the handbook to implement the City Council's strategic planning vision, amend the City's holiday benefit package to conform to the City's metro peer comparators, and update the handbook to clarify existing policies and conform to new and changing laws. A fully detailed summary and explanation of the changes is attached to this resolution as an Exhibit, along with data collected and upon which certain of those changes are recommended for adoption.

WHEREAS, said handbook changes shall be adopted and incorporated into an updated handbook to be released and implemented in the HR Department's normal course of business.

WHEREAS, pursuant to the designation for Assistant City Administrator, Alex Pfaltzgraff is entitled to an adjustment in his annual compensation thereunder to be adjusted to \$16,000 per year, and for another annual appointment as Assisitant City Administrator.

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

PASSED and APPROVED on December 10, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

GRIMES					
Current	Proposed	Clive	Norwalk	Urbandale	Altoona
Holiday / Floating Days					
11 Holidays No Floating days Total = 11 days	10 Holidays 2 Floating days (Birthday Holiday + new Personal Holiday) Total = 12 days	9 Holidays 4 Floating days Total = 13 days	9 Holidays 3 Personal Days Total = 12 days	10 Holidays 3 Personal days Total = 13 days	8 Holidays 3 Floating Days Total = 11 days
Parental Leave					
3 weeks (birth parent) 2 weeks (non-birth parents)	12 weeks (either parent)	8 weeks (birth parent) 4 weeks (non-birth parent)	4 weeks (either parent)	4 weeks (either parent)	Not offered

COMPARISON CITIES				
Pleasant Hill	Johnston	Waukee	Dubuque	Iowa City
Holiday / Floating Days				
10 Holidays 2 Personal Days Total = 12 days	11 Holidays No Floating days Total = 11 days	10 Holidays 2 Floating days Total = 12 days	12 Holidays 2 Personal days Total = 14 days	11 Holidays 1 Personal Day Total = 12 days
Parental Leave				
6 weeks (either parent)	Not offered	4 weeks (either parent)	12 weeks (either parent)	4 weeks (either parent) Begins after two weeks (third week out of office) Applies to family illness or injury. Paid at 70% of regular pay

RE: Handbook Changes

The City's strategic planning goals this year included a revision to expand the City of Grimes parental leave policy. This handbook update implements that objective and brings other such revision/amendments, for the following general reasons:

- (1) warranted by changes in the law;
- (2) necessitated to clarify, amend, and or confirm the policy to current practice;
- (3) incentivize use and treatment of the "Medical Leave Bank" category of leave;
- (4) include a floating holiday, such change being requested by the Employee Engagement Committee and supported by metro peer cities and employee survey;

The parental leave would be implemented as follows. Under IX. "Leaves of Absence, Parental Leave," amendments are made to existing language as follows:

The City will provide twelve weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. Leave may be used in one single block or throughout the calendar year following the child's birth or placement.

For the balance of the changes, first, as to changes related to the law, the Equal Employment Opportunity Commission ("EEOC") issued its guidance in regulations for the "Pregnant Workers Fairness Act," which were published in the Federal Register on April 19, 2024, and became effective June 19, 2024.

The regulations provided in broad strokes that employers are obligated to provide a "reasonable accommodation" in work conditions, environment, or related factors, to facilitate pregnant employees' continuing ability to work. One regulation clarified that employees making such requests should follow the employer's procedures specified by policy. 29 CFR §1636.3(d). Accordingly, one proposed change proposes a specified policy for employees to make such requests.

For this purpose, the amendments add a new section to "XIV. Miscellaneous Policies"

Requests for Reasonable Accommodations under ADA and PWFA

The City complies with its duty to provide reasonable accommodations to qualified employees or applicants under both the Americans with Disabilities Act, as amended, and the Pregnant Workers Fairness Act. A qualified individual shall request a reasonable accommodation in writing directly from the Human Resources Director. Upon receipt of such request, the City will meet with the requesting individual to discuss the request.

The Department Head, a physician, counselor or other appropriate professional, as determined by the Human Resources or City Manager, will evaluate the feasibility of the requested accommodation, considering factors, including, but not limited to, the nature and cost of the accommodation requested, the availability of outside funding, the City's overall financial

resources and the accommodation's impact on the operation of the City, including its impact on the ability of the requesting employee as well as other employees to perform their assigned duties.

Human Resources will inform the employee of the City's decision on the accommodation request in writing, detailing the decision and how to proceed with the accommodation. The City encourages employees to engage in the interactive process to accommodate any disabilities by proposing their own accommodations.

The City prohibits retaliation, harassment, or adverse action due to an individual's request for an accommodation under this policy or for reporting or participating in an investigation of unlawful discrimination under this policy.

Next, in recent employee retirements, there has been confusion about an employee's ability to continue participating in the City's group health insurance plan, entirely at the employee's cost. This ability is enshrined in Iowa law. Accordingly, Under "VII. Benefits, Health, Dental, Life Insurance," add the following paragraph:

Under Iowa Code section 509A.13, regular employees who reach normal retirement with the City of Grimes, who are enrolled in the City's group health plan, and who are under the age of 65, are eligible to continue participation in the City's group health plan at the retiree's expense until they attain the age of 65. Please note that eligibility to continue participation in the group health plan is dependent upon the employee meeting the terms of normal retirement as defined by IPERS, and that the employee actually retire and receive benefits under IPERS (bona fide retirement). The continuation rights provided by Iowa Code section 509A.13 also include the retiree's spouse and dependents who are participants in the City's health plan *at the time of the employee's retirement*.

The second category of changes related to those items necessitated to clarify, amend, and or confirm the handbook to current practice, which includes two changes. Under "IX. Leaves of Absence, Medical Leave Bank," remove the following paragraph:

~~*Sick Conversion Election*~~

~~Employees with a minimum of 10 years of full-time service with the City can make a one-time election to, instead of converting all sick leave to medical leave, convert accrued sick leave to PTO at the rate of four (4) to one (1), or 25%. The remaining 75%, or balance of the leave, will be transferred to the medical leave bank.~~

Next, under "VIII. Holidays," a new sentence will be inserted prior to paragraph beginning "Premium pay of 1.5 times the regular hourly wage

"Any employee assigned to work on a paid holiday for which the City is closed shall be compensated at the overtime rate of 1.5 times the regular hourly wage."

The third set of changes relates to an effort to incentivize employees' conversion of PTO to the "Medical Leave Bank" category of leave. To do such, the following changes are proposed. Under "III. Definitions," a new term is inserted:

Retirement — The voluntary separation of an employee from the service of the city who is both eligible for and receives benefits from a recognized retirement system.

Next, under “IX. Leaves of Absence, Medical Leave Bank,” the following paragraph is added:

Medical Leave Conversion Upon Retirement

An employee who has completed at least five years of service with the City and who is leaving the City to take a bona fide retirement from IPERS shall be compensated for their medical leave bank balance by placing this amount into a Retirement Health Savings Plan (RHS Plan) to be used for post-retiree health care expenses and/or premiums.

Finally, the last change is to include a floating holiday, such change being requested by the Employee Engagement Committee and supported by changing practice in metro peer cities and an employee survey. The data with peer cities and both (a) their total paid holidays AND (b) the increasing use of “floating holiday” and/or “personal day” is in the attached schedule. To facilitate this change, the following changes are proposed:

Under “VIII. Holidays,” convert “Birthday Holiday” to “Birthday Holiday (floating)” and add “Floating Holiday.” In the same section, the following sentence is stricken:

~~Each permanent employee may take eight hours of paid holiday during the two-week period in which their birthday falls, to be scheduled by mutual agreement of the employee and his/her supervisor.~~

And replaced with the following:

Each permanent employee shall have a floating Birthday Holiday and Floating Holiday. Each employee shall be issued the holidays on the first of the year. If not used during the year, the holiday does not roll or carry over to the next year.

CITY COUNCIL COMMUNICATION
Meeting Date: 12/10/2024

AGENDA ITEM: Resolution 12-2424 Setting Public Hearing (02-11-2025, 5:30 PM): Harvest Pointe PUD Rezone

BACKGROUND: The subject property is currently owned by EBH Inc., which is generally located at the northwest corner of S James Street and SW 19th Street. The approximately 110-acre property is currently zoned A-1 and is identified as Commercial, High-Density Residential and Future Park upon the Future Land Use Plan. Through staff's area planning efforts, it has been identified that a mix of commercial, medium- and high-density residential uses is more appropriate surrounding the intersection of S James Street and SW 19th Street with single-family to the east and park along the north for expansion of the South Sport Complex. The applicant, Temple Holdings, LLC will purchase the land and is requesting to rezone the property to R-4 (PUD) to allow commercial, medium- and high-density residential and single-family residential development consistent with the area plan land uses.

The proposed R-4 zoning district will allow for a mix of commercial medium- and high-density residential and single-family residential uses to be constructed on the property. As such, the conceptual plan for the property shows the proposed layout of each land use and zoning area. The layout provided is only a conceptual rendering of the site. The concept will continue to be refined through the rezoning process as required improvements are determined. As this is only the initial step in the process, more detailed plans will become available as the project moves further along.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: No

BOARD/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: Staff recommends approval of the Resolution.

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 SETTING PUBLIC TIME AND PLACE FOR PUBLIC HEARING ON
PROPOSED REZONING OF PROPERTY GENERALLY LOCATED AT THE NORTHWEST
CORNER OF S JAMES STREET AND SW 19TH STREET FROM A-1 AGRICULTURAL
DISTRICT TO R-4 PLANNED UNIT DEVELOPMENT DISTRICT FOR THE HARVEST
POINTE PUD

Grimes Resolution No. 12-2424

WHEREAS, certain land in the City of Grimes, Iowa, generally located at the northwest corner of S James Street and SW 19th Street and legally described on Exhibit A, attached hereto, is currently zoned A-1 (Agricultural District) (the "Property"); and

WHEREAS, the City Council of the City of Grimes desires to consider the amendment of the Grimes Code of Ordinances, and the zoning district boundaries of Title 12, Section 12-3-2 by rezoning the Property from A-1 (Agricultural District) to R-4 (Planned Unit Development District), and

WHEREAS, it is the desire of the City Council that the proposed Ordinance, amending the official zoning district map be considered by the Grimes Planning and Zoning Commission and such Commission file its report with the City Council prior to the time established herein for public hearing on the proposed amendment; and

WHEREAS, the proposed Ordinance amending the official zoning district map has been prepared and a public hearing upon the proposed amendment should be held and a time and place for hearing thereon should be fixed.

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

1. That a public hearing be held by the Grimes City Council on the proposed Ordinance amending the Grimes Code of Ordinances, at the Grimes Community Complex, 410 SE Main Street, in the City of Grimes, Polk County, Iowa at 5:30 p.m. on the 11th day of February, 2025, at which time the City Council will consider any objections to the proposed amendment and will hear all interested persons.
2. That the Mayor and City Clerk be and are hereby authorized and instructed to give Notice of said public hearing as required by law.
3. That the Planning and Zoning Commission is hereby directed to consider the proposed amendment and to file its report with the City Council prior to the time of the public hearing.

PASSED and APPROVED on December 10, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

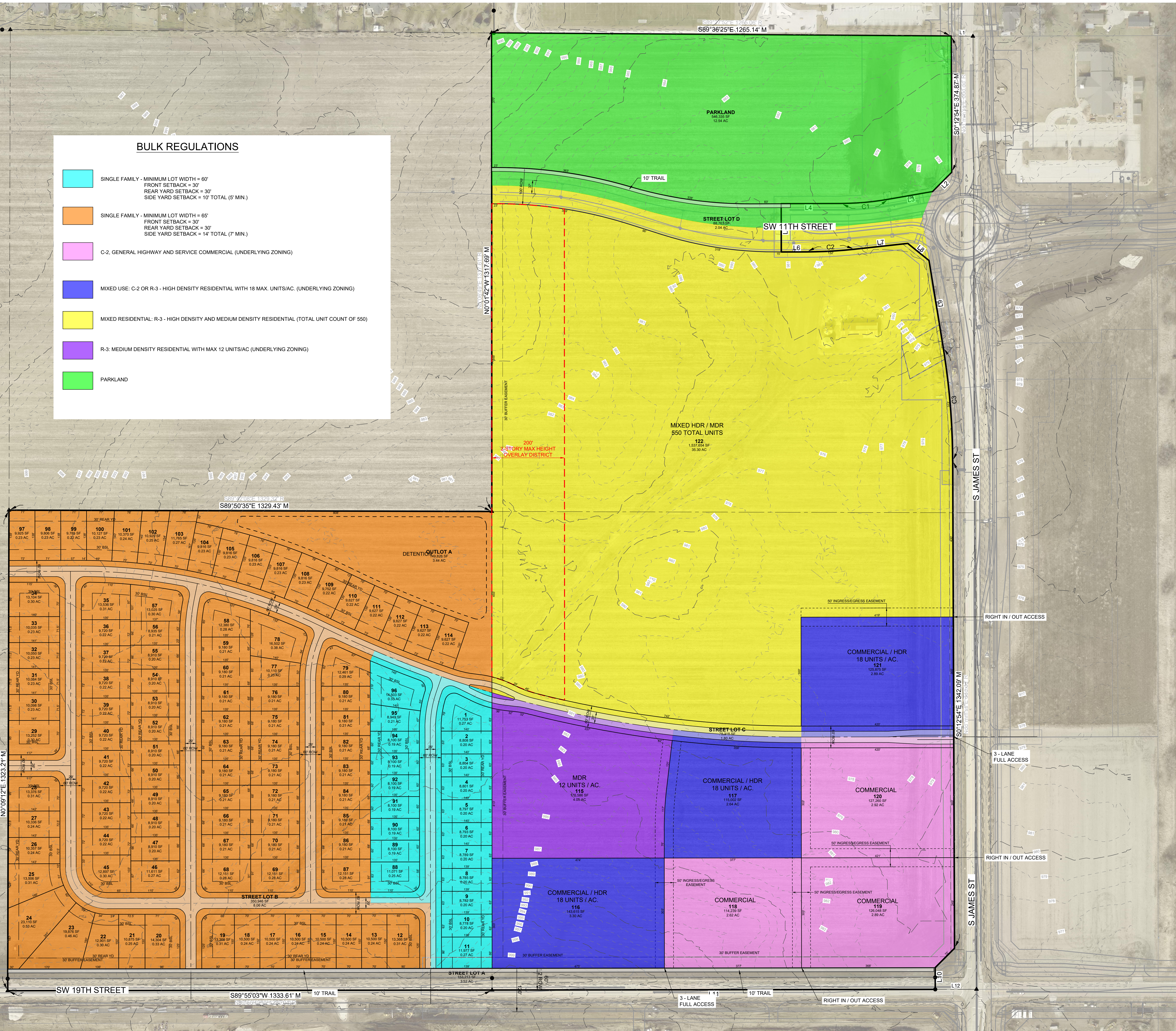
Exhibit A

HARVEST POINTE PUD LEGAL DESCRIPTION

THE EAST HALF OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

BULK REGULATIONS

- SINGLE FAMILY - MINIMUM LOT WIDTH = 60'**
FRONT SETBACK = 30'
REAR YARD SETBACK = 30'
SIDE YARD SETBACK = 10' TOTAL (5' MIN.)
- SINGLE FAMILY - MINIMUM LOT WIDTH = 65'**
FRONT SETBACK = 30'
REAR YARD SETBACK = 30'
SIDE YARD SETBACK = 14' TOTAL (7' MIN.)
- C-2, GENERAL HIGHWAY AND SERVICE COMMERCIAL (UNDERLYING ZONING)**
- MIXED USE: C-2 OR R-3 - HIGH DENSITY RESIDENTIAL WITH 18 MAX. UNITS/AC. (UNDERLYING ZONING)**
- MIXED RESIDENTIAL: R-3 - HIGH DENSITY AND MEDIUM DENSITY RESIDENTIAL (TOTAL UNIT COUNT OF 550)**
- R-3: MEDIUM DENSITY RESIDENTIAL WITH MAX 12 UNITS/AC (UNDERLYING ZONING)**
- PARKLAND**



HARVEST POINTE

PUD MASTER PLAN

SNYDER & ASSOCIATES, INC. |



Project No: 124.1146.01

Sheet C100

GRIMES, IA

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

MARK	REVISION	DATE	BY
1	REVISED AS PER CITY COMMENTS	12-24-24	JMM
Engineer: EDC	Checked By: KMM	Scale: 1" = 100'	
Technician: JMM	Date: 11-4-24	T-6-S: TTN-HRW/SS	
Project No: 124.1146.01			
Sheet C100			

NOTICE OF PUBLIC HEARING ON PROPOSED REZONING OF PROPERTY REFERRED
TO AS HARVEST POINTE PUD GENERALLY LOCATED AT THE NORTHWEST
CORNER OF S JAMES STREET AND SW 19TH STREET FROM A-1 AGRICULTURAL
DISTRICT TO R-4 PLANNED UNIT DEVELOPMENT DISTRICT

NOTICE IS HEREBY GIVEN that the City Council of the City of Grimes, Iowa, will meet at the Grimes Community Complex, 410 SE Main Street, Room 202 in the City of Grimes, Iowa, at 5:30 p.m. on the 11th day of February, 2025, at which time and place the City Council will hold a public hearing on a proposed Ordinance Amending the Grimes Code of Ordinances and zoning district boundaries of Title 12, Section 12-3-2 by rezoning certain Property described on Exhibit A from A-1 (Agricultural District) to R-4 (Planned Unit Development District), as follows:

AMENDING THE GRIMES CODE OF ORDINANCES AND ZONING DISTRICT
BOUNDARIES OF TITLE 12, SECTION 12-3-2 BY REZONING OF PROPERTY
REFERRED TO AS HARVEST POINTE PUD GENERALLY LOCATED AT THE
NORTHWEST CORNER OF S JAMES STREET AND SW 19TH STREET FROM A-1
AGRICULTURAL DISTRICT TO R-4 PLANNED UNIT DEVELOPMENT DISTRICT

For all the particulars of the proposed amendment, see the proposed Ordinance entitled as set forth above now on file at the Grimes City Hall with the City Clerk of the City of Grimes, which may be examined there. The proposed Ordinance is by this reference made a part of this Notice.

All interested persons may appear at the public hearing and at such time and place the Grimes City Council will consider any objections to the proposed Ordinance and give all interested persons an opportunity to be heard. This Notice is given by order of the City Council of the City of Grimes, Iowa on December 10, 2024.

Scott Mikkelsen, Mayor

ATTEST:

Rachel Greving, City Clerk

Exhibit A – Rezone Legal Description

THE EAST HALF OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER
OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 25
WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

CITY COUNCIL COMMUNICATION
Meeting Date: 12/10/2024

AGENDA ITEM: Resolution 12-2524 Setting Public Hearing (02-11-2025, 5:30 PM): Founders Glen PUD Rezone

BACKGROUND: The subject property is currently owned by EBH Inc., which is generally located at the northeast corner of SW County Line Road and SW 19th Street. The approximately 160-acre property is currently zoned A-1 and is identified as Low-Density and Medium-Density Residential and Future Park upon the Future Land Use Plan. Through staff's area planning efforts, it has been identified that a mix of commercial and medium-density residential uses is more appropriate surrounding the intersection of SW County Line Road and SW 19th Street with low-density and park to the west. The applicant, Grimes Square, LLC will purchase the land and is requesting to rezone the property to R-4 (PUD) to allow commercial, medium-density and high-density residential and low-density residential development and parkland. The proposal is generally consistent with the area plan future land use with the exception of the high-density residential. However, with the proposed location of the high-density along SW County Line Road next to commercial and medium-density uses and proximity to Oak View Middle School, staff is supportive of the proposal to incorporate some high-density into the development.

The proposed R-4 zoning district will allow for a mix of commercial, medium-density and high-density residential, and single-family residential uses along with parkland to be constructed on the property. As such, the conceptual plan for the property shows the proposed layout of each land use and zoning area. The layout provided is only a conceptual rendering of the site. The concept will continue to be refined through the rezoning process as required improvements are determined. As this is only the initial step in the process, more detailed plans will become available as the project moves further along.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: No

BOARD/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: Staff recommends approval of the Resolution.

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 SETTING PUBLIC TIME AND PLACE FOR PUBLIC HEARING ON
PROPOSED REZONING OF PROPERTY GENERALLY LOCATED AT THE NORTHEAST
CORNER OF SW COUNTY LINE ROAD AND SW 19TH STREET FROM A-1
AGRICULTURAL DISTRICT TO R-4 PLANNED UNIT DEVELOPMENT DISTRICT FOR THE
FOUNDERS GLEN PUD

Grimes Resolution No. 12-2524

WHEREAS, certain land in the City of Grimes, Iowa, generally located at the northeast corner of SW County Line Road and SW 19th Street and legally described on Exhibit A, attached hereto, is currently zoned A-1 (Agricultural District) (the "Property"); and

WHEREAS, the City Council of the City of Grimes desires to consider the amendment of the Grimes Code of Ordinances, and the zoning district boundaries of Title 12, Section 12-3-2 by rezoning the Property from A-1 (Agricultural District) to R-4 (Planned Unit Development District), and

WHEREAS, it is the desire of the City Council that the proposed Ordinance, amending the official zoning district map be considered by the Grimes Planning and Zoning Commission and such Commission file its report with the City Council prior to the time established herein for public hearing on the proposed amendment; and

WHEREAS, the proposed Ordinance amending the official zoning district map has been prepared and a public hearing upon the proposed amendment should be held and a time and place for hearing thereon should be fixed.

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

1. That a public hearing be held by the Grimes City Council on the proposed Ordinance amending the Grimes Code of Ordinances, at the Grimes Community Complex, 410 SE Main Street, in the City of Grimes, Polk County, Iowa at 5:30 p.m. on the 11th day of February, 2025, at which time the City Council will consider any objections to the proposed amendment and will hear all interested persons.
2. That the Mayor and City Clerk be and are hereby authorized and instructed to give Notice of said public hearing as required by law.
3. That the Planning and Zoning Commission is hereby directed to consider the proposed amendment and to file its report with the City Council prior to the time of the public hearing.

PASSED and APPROVED on December 10, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

Exhibit A

FOUNDERS GLEN PUD LEGAL DESCRIPTION

THE SOUTH HALF OF THE SOUTHWEST QUARTER (S1/2 SW1/4) OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 25, WEST OF THE 5TH P.M., IOWA, SUBJECT TO EASEMENTS OF RECORD

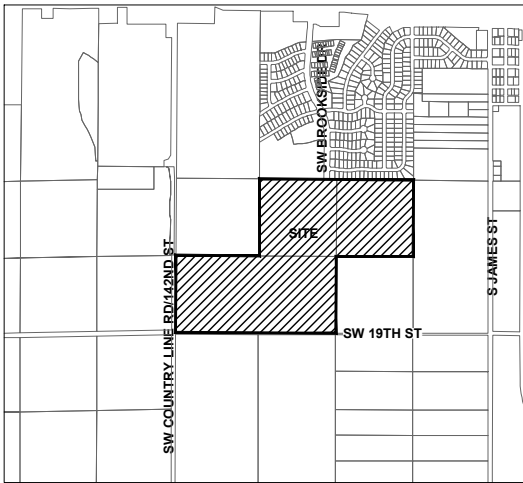
AND

THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NE1/4 SW1/4), SECTION 6, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

AND

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4 SE1/4) OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

VICINITY MAP



GRIMES, IOWA
LEGAL DESCRIPTION

THE SOUTH HALF OF THE SOUTHWEST QUARTER (S1/2 SW1/4) OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 25, WEST OF THE 5TH P.M., IOWA, SUBJECT TO EASEMENTS OF RECORD
AND
THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NE1/4 SW1/4), SECTION 6, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA.
AND
THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4 SE1/4) OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

BUFFER REQUIREMENTS

- ONE OVERSTORY TREE (1.5" CALIPER) / 50 LF
+ TWO UNDERSTORY TREES (1.5" CALIPER) / 50 LF
+ ONE EVERGREEN (5' HEIGHT) OR THREE SHRUBS / 50 LF.
- BERM OF VARYING HEIGHT WHERE POSSIBLE.

PARKLAND DEDICATION

- COST DIFFERENCE BETWEEN 10' SHARED USE PATH AND STANDARD 5' SIDEWALK ALONG SW 11TH STREET AND SW BROOKSIDE DRIVE SHALL BE CREDITED TOWARD MEETING PARKLAND DEDICATION REQUIREMENTS.

OWNER:

EBH INC
801 WARRENVILLE RD, SUITE 150
LISLE, IL 60532

APPLICANT:

GRIMES SQUARE, LLC
CONTACT: CALEB SMITH
6900 WESTOWN PARKWAY
WEST DES MOINES, IA 50266
PH: (515) 727-8928
EMAIL: CALEB.SMITH@HUBBELLREALTY.COM

ENGINEER / SURVEYOR:

CIVIL DESIGN ADVANTAGE
CONTACT: DEAN ROGHAI
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH. (515) 369-4400
EMAIL: DEANR@CDA-ENG.COM

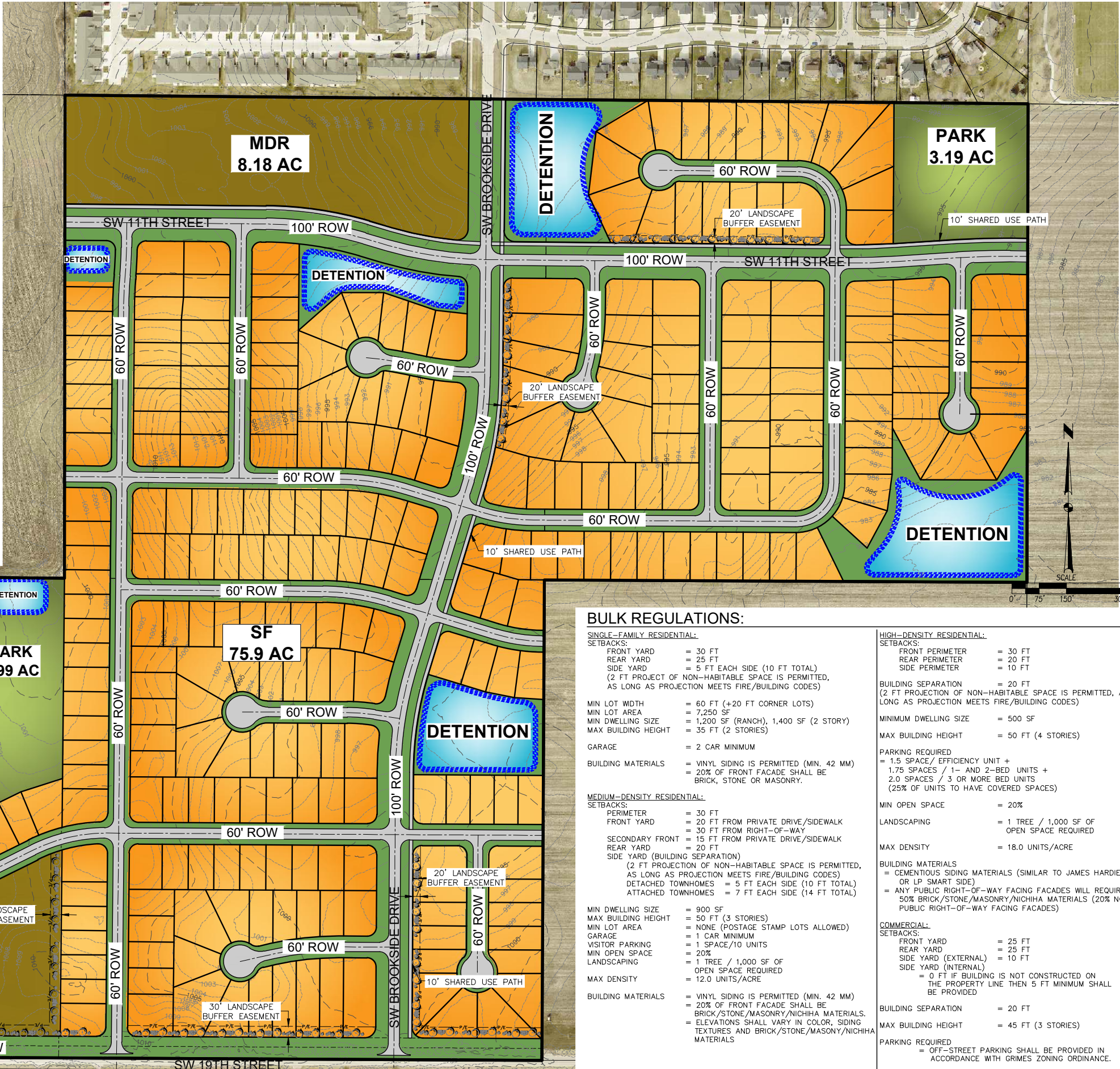
ZONING:

EXISTING: A-1 (AGRICULTURE DISTRICT)

PROPOSED: PUD

LEGEND:

- PARKLAND
- MEDIUM-DENSITY RESIDENTIAL
- SINGLE-FAMILY RESIDENTIAL
- HIGH-DENSITY RESIDENTIAL
- COMMERCIAL



BULK REGULATIONS:

SINGLE-FAMILY RESIDENTIAL:

SETBACKS:
FRONT YARD = 30 FT
REAR YARD = 25 FT
SIDE YARD = 5 FT EACH SIDE (10 FT TOTAL)
(2 FT PROJECT OF NON-HABITABLE SPACE IS PERMITTED, AS LONG AS PROJECTION MEETS FIRE/BUILDING CODES)

MIN LOT WIDTH = 60 FT (+20 FT CORNER LOTS)
MIN LOT AREA = 7,250 SF
MIN DWELLING SIZE = 1,200 SF (RANCH), 1,400 SF (2 STORY)
MAX BUILDING HEIGHT = 35 FT (2 STORIES)

GARAGE = 2 CAR MINIMUM
BUILDING MATERIALS = VINYL SIDING IS PERMITTED (MIN. 42 MM)
AS LONG AS PROJECTION MEETS FIRE/BUILDING CODES
BRICK, STONE OR MASONRY.

MEDIUM-DENSITY RESIDENTIAL:

SETBACKS:
PERIMETER = 30 FT
FRONT YARD = 20 FT FROM PRIVATE DRIVE/SIDEWALK
= 30 FT FROM RIGHT-OF-WAY
SECONDARY FRONT = 15 FT FROM PRIVATE DRIVE/SIDEWALK
REAR YARD = 20 FT
SIDE YARD (BUILDING SEPARATION)
(2 FT PROJECTION OF NON-HABITABLE SPACE IS PERMITTED, AS LONG AS PROJECTION MEETS FIRE/BUILDING CODES)
DETACHED TOWNHOMES = 5 FT EACH SIDE (10 FT TOTAL)
ATTACHED TOWNHOMES = 7 FT EACH SIDE (14 FT TOTAL)

MIN DWELLING SIZE = 900 SF
MAX BUILDING HEIGHT = 50 FT (3 STORIES)
MIN LOT AREA = NONE (POSTAGE STAMP LOTS ALLOWED)
GARAGE = 1 CAR MINIMUM
VISITOR PARKING = 1 SPACE/10 UNITS
MIN OPEN SPACE = 20%
LANDSCAPING = 1 TREE / 1,000 SF OF OPEN SPACE REQUIRED
MAX DENSITY = 12.0 UNITS/ACRE

BUILDING MATERIALS = VINYL SIDING IS PERMITTED (MIN. 42 MM)
= 20% OF FRONT FACADE SHALL BE BRICK/STONE/MASONRY/NICHIA MATERIALS.
ELEVATIONS SHALL VARY IN COLOR, SIDING TEXTURES AND BRICK/STONE/MASONRY/NICHIA MATERIALS

HIGH-DENSITY RESIDENTIAL:

SETBACKS:
FRONT PERIMETER = 30 FT
REAR PERIMETER = 20 FT
SIDE PERIMETER = 10 FT
BUILDING SEPARATION = 20 FT
(2 FT PROJECTION OF NON-HABITABLE SPACE IS PERMITTED, AS LONG AS PROJECTION MEETS FIRE/BUILDING CODES)

MINIMUM DWELLING SIZE = 500 SF
MAX BUILDING HEIGHT = 50 FT (4 STORIES)

PARKING REQUIRED = 1.5 SPACE/ EFFICIENCY UNIT +
1.75 SPACES / 1- AND 2-BED UNITS +
2.0 SPACES / 3 OR MORE BED UNITS
(25% OF UNITS TO HAVE COVERED SPACES)

MIN OPEN SPACE = 20%
LANDSCAPING = 1 TREE / 1,000 SF OF OPEN SPACE REQUIRED
MAX DENSITY = 18.0 UNITS/ACRE

BUILDING MATERIALS = CEMENTIOUS SIDING MATERIALS (SIMILAR TO JAMES HARDIE OR LP SMART SIDE)
= ANY PUBLIC RIGHT-OF-WAY FACING FACADES WILL REQUIRE 50% BRICK/STONE/MASONRY/NICHIA MATERIALS (20% NON PUBLIC RIGHT-OF-WAY FACING FACADES)

COMMERCIAL:

SETBACKS:
FRONT YARD = 25 FT
REAR YARD = 25 FT
SIDE YARD (EXTERNAL) = 10 FT
SIDE YARD (INTERNAL) = 0 FT IF BUILDING IS NOT CONSTRUCTED ON THE PROPERTY LINE THEN 5 FT MINIMUM SHALL BE PROVIDED

BUILDING SEPARATION = 20 FT
MAX BUILDING HEIGHT = 45 FT (3 STORIES)

PARKING REQUIRED = OFF-STREET PARKING SHALL BE PROVIDED IN ACCORDANCE WITH GRIMES ZONING ORDINANCE.

MIN OPEN SPACE = 20%
LANDSCAPING = 1 TREE / 1,000 SF OF OPEN SPACE REQUIRED

CITY COUNCIL COMMUNICATION
Meeting Date: 12/10/2024

AGENDA ITEM: Approving a Further Assurances Agreement with Central Iowa Water Works

BACKGROUND: Central Iowa Water Works (CIWW) was established through a collaborative agreement among various water utilities, rural water districts, and governmental entities in the Des Moines metropolitan area. This initiative is designed to implement a shared governance and ownership model, aimed at providing safe, reliable, and cost-effective drinking water to all participants.

The City of Grimes and CIWW have a 28E Agreement and desire to acknowledge the joint intent and commitment to provide further assurances.

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: Kevin Hensley

RESOLUTION 12-2624 APPROVING A FURTHER ASSURANCES AGREEMENT WITH
CENTRAL IOWA WATER WORKS

Grimes Resolution No. 12-2624

WHEREAS, WHEREAS, certain water utilities, rural water districts and governmental entities have created a new regional water authority as a separate public entity created under Chapter 28E and Chapter 28F, Iowa Code, known as the "Central Iowa Water Works" ("CIWW") to act as a regional water wholesale production and supply entity under the material terms and conditions as set forth in the Central Iowa Water Works 28E/28F Agreement, filed with the Iowa Secretary of State on April 11, 2024 with Filing Number M516883 (the "CIWW Agreement");

WHEREAS, WHEREAS, the conditions of membership of City of Grimes ("Grimes") and certain other members in CIWW, include the transfer to CIWW of certain water production and supply assets owned by those members that are listed and described in Schedule IV-7 to the CIWW Agreement ("Water Supply Facilities") and the acquisition of such assets by CIWW under terms as set forth in CIWW Agreement with CIWW to assume obligations related to such assets as of an Operational Commencement Date and Asset Transfer Date of January 1, 2025 or such later date approved by the CIWW Board;

WHEREAS, WHEREAS, in accordance with the CIWW Agreement, Grimes will continue to produce water and operate the assets transferred by it in accordance with an Operating Contract between CIWW and Grimes;

WHEREAS, WHEREAS, CIWW and Grimes may need to modify the documentation necessary to effectuate this new governmental relationship, and both parties seek a Further Assurances Agreement to agree to these modification, if found to be mutually necessary:

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that Grimes enter into the attached Further Assurances Agreement, and that the Mayor and City Clerk are authorized to sign the Agreement on behalf of the City of Grimes.

PASSED and APPROVED on December 10, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

FURTHER ASSURANCES AGREEMENT

THIS FURTHER ASSURANCES AGREEMENT (the “Agreement”) is made as of January 1, 2025 by and between CENTRAL IOWA WATER WORKS (“CIWW”), a joint and cooperative legal entity organized and existing under Iowa Code Chapters 28E and 28F, and THE CITY OF GRIMES, IOWA (“CITY”), a municipality created and existing under the laws of the State of Iowa (hereinafter sometimes jointly referred to as “the Parties” or either referred to individually as a “Party”).

RECITALS

WHEREAS CIWW is a regional water wholesale production and supply entity created and governed by the Central Iowa Water Works 28E/28F Agreement executed by and among its founding agencies and filed with the Iowa Secretary of State as Agreement No M516883 (“28E-28F Agreement”);

WHEREAS, pursuant to the aforementioned 28E-28F Agreement, CITY transferred certain real property and personal property assets (“Assets”) to CIWW as specifically described therein (“Transaction”), and the transfer of the same was effective as of January 1, 2025 (“Closing Date”);

WHEREAS, the Parties desire to acknowledge their joint intent and commitment to provide further assurances to one another to ensure the Assets are conveyed properly, in compliance with the terms, conditions and intent of the 28E-28F Agreement, and make fully available for the use and benefit of CIWW as of the Closing Date, and therefore the parties have agreed to executed this Agreement to indicate their agreement as to the same.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Effective Date. The “**Effective Date**” of this Agreement shall be January 1, 2025.
2. Recitals. The recitals set forth above are incorporated herein and are made a part of this Agreement.
3. Further Assurances. In order to assure conformity to the intent of the parties under the 28E-28F Agreement of the deeds, bills of sale, assignments and other documents of closing in this Transaction related to the transfer of the Assets and to assure that CIWW and CITY can fulfill their respective obligations from and after the Closing Date:
 - (i) the Parties hereby covenant and agree to cooperate, adjust, initial, re-execute and re-deliver any and all closing documents if deemed necessary or desirable in the reasonable discretion of either Party;
 - (ii) the Parties hereby covenant and agree to execute and deliver any additional documents deemed necessary or desirable in the reasonable discretion of either Party to complete the Transaction; and
 - (iii) the Parties shall obtain any and all third-party consents after closing as may be required to effectuate and complete the Transaction as intended, and pending any required consents, CITY shall utilize any asset not fully transferred to CIWW due to any pending

consent, for the sole benefit of CIWW operations under CITY's operating contract with CIWW.

It is the intention of the Parties that all documentation for this Transaction shall be an accurate reflection of the Parties' agreement and that each Party should pay all costs and expenses contemplated by their agreement and/or dictated by custom and usage in this area.

The Parties do hereby agree and covenant to assure that this Transaction and its documentation will conform to the 28E-28F Agreement, and it is understood that all parties will rely upon this Agreement and the covenants herein in closing this Transaction.

4. Term and Termination. This Agreement shall remain in effect for a period of three (3) years from and after the Closing Date.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement is executed by the Parties, on _____,
2024.

THE CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

By: _____
Rachel Greving, City Clerk

CENTRAL IOWA WATER WORKS

By: _____
Jody E. Smith, Chairperson

By: _____
Diane Munns, CEO & General Manager

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, the undersigned City Clerk of the CITY COUNCIL OF THE CITY OF GRIMES, IOWA, do hereby certify that attached is a true and complete copy of the portion of the records of the City Council showing proceedings of the City Council, and the same is a true and complete copy of the action taken by the City Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the City Council and posted on a bulletin City Council or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the City Council pursuant to the local rules of the City Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City Council offices as indicated therein, that no City Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Grimes City Council hereto affixed this 10th day of December, 2024.

Grimes City Clerk

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3. The South 450 feet of the West 250 feet of the Southeast 1/4 of the Southwest 1/4 of Section 29, Township 80 North, Range 25 West of the 5th P.M., Grimes, Polk County, Iowa.

Subject to restrictions, easements and other matters appearing of record, and specifically reserving to the City of Grimes easements for existing utilities, including but not limited to water distribution, fiber optic, and ingress/egress over existing driveways.

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Easements to be granted and/or assigned to CIWW:

1. An easement for the existing water production main approximately 40' in width, located within the following Parcels: A tract of land located in Southwest Quarter of Section 29, Township 80 North, Range 25 West of the 5th P.M., Polk County, Iowa, more specifically described as follows: Commencing at the SW corner of said Section 29, with the West line of said Southwest Quarter having an assumed true bearing of N 0°00'00" W with all subsequent bearings referenced therefrom; thence S 89°34'58" E along the South line of said Southwest Quarter, a distance of 551.38 feet to the point of beginning; thence S 89°34'58" E along the South line of said Southwest Quarter, a distance of 775.89 feet; thence N 0°50'22" E, a distance of 1,289.02 feet; thence S 88°08'18" W, a distance of 395.33 feet; thence S 1°29'05" W, a distance of 542.29 feet; thence S 36°38'43" W, a distance of 455.54 feet; thence S 62°52'20" W, a distance of 122.35 feet; thence S 0°53'45" W, a distance of 307.02 feet to the point of beginning. Said tract of land containing 15.94 acres more or less.

AND

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AND

Lots "A", "B", and "C", Street Lots, Chevalia Valley Final Plat, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa

AND

Lot "C" and Outlot "Z" in Brentwood Estates, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa

AND

Lot 'A' in Stage Coach Estates Plat 1, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa

AND

Outlot "I" in Chevalia Valley, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa.

AND

A strip of land across Lot 1 and that part of Lot 1A in Bridge Creek Plat 1, lying in the Northeast Quarter of the Southwest Quarter of Section 29, Township 80 North, Range 25 West of the 5th P.M., City of Grimes, Polk County, Iowa, being situated 7.50 feet on each side of the following centerline: Beginning at a point on the north line of said Northeast Quarter of the Southwest Quarter which is 208.34 feet East of the Northwest Corner thereof; thence S06°26'08" E, 21.97 feet; thence southerly, 193.59 feet along a curve having a radius of 750.00 feet, concave to the west, a central angle of 14°47'22" and being subtended by a chord which bears S00°53'11" W,

193.06 feet to a point on the south line of said Lot 1A, and there terminating, containing 3236.29 s.f.

AND

A part of Lot 1A in Bridge Creek Plat 1, an Official Plat, Polk County, Iowa, being that part formerly within Lot 1 of Neals Acres, an Official Plat, and lying West of one "Parcel A" as said Parcel A is shown on a Plat of Survey recorded in Book 11851 Page 962, Polk County, Iowa.

2. An easement for existing generator equipment used in the production of water, over an irregular shaped area located within the following parcel: A tract of land located in Southwest Quarter of Section 29, Township 80 North, Range 25 West of the 5th P.M., Polk County, Iowa, more specifically described as follows: Commencing at the SW corner of said Section 29, with the West line of said Southwest Quarter having an assumed true bearing of N 0°00'00" W with all subsequent bearings referenced therefrom; thence S 89°34'58" E along the South line of said Southwest Quarter, a distance of 551.38 feet to the point of beginning; thence S 89°34'58" E along the South line of said Southwest Quarter, a distance of 775.89 feet; thence N 0°50'22" E, a distance of 1,289.02 feet; thence S 88°08'18" W, a distance of 395.33 feet; thence S 1°29'05" W, a distance of 542.29 feet; thence S 36°38'43" W, a distance of 455.54 feet; thence S 62°52'20" W, a distance of 122.35 feet; thence S 0°53'45" W, a distance of 307.02 feet to the point of beginning. Said tract of land containing 15.94 acres more or less.

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CITY COUNCIL COMMUNICATION
Meeting Date: 12/10/2024

AGENDA ITEM:

BACKGROUND: CIWW was formed through a collaborative agreement with other water utilities, rural water districts, and governmental entities that operate in and around the Des Moines metro area. The intent is to establish a shared governance and ownership model to produce safe, reliable, and reasonably priced drinking water for all participating entities. The City of Grimes will transfer all water production and supply assets, as well as, the associated debt to CIWW as outlined in the CIWW Agreement.

BUDGETARY CONSIDERATIONS:

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 12-2724 APPROVING THE TRANSFER OF INTEREST IN REAL PROPERTY
BY THE CITY OF GRIMES, IOWA TO CENTRAL IOWA WATER WORKS

Grimes Resolution No. 12-2724

WHEREAS, the City Council of Grimes, Iowa ("City Council"), is the governing body of the municipal water utility of the same name and popularly known as the Grimes Water Works, a municipal water utility organized and operating in accordance with Iowa Code Chapter 388 ("GRIMES");

WHEREAS, the City Council considered it desirable to establish a shared regional system of drinking water supply production facilities under regional ownership and governance to meet all of its existing and future needs for safe, reliable, abundant, and reasonably priced drinking water to be distributed to its customers;

WHEREAS, GRIMES and certain other water utilities, rural water districts and governmental entities have created a new regional water authority as a separate public entity created under Chapter 28E and Chapter 28F, Iowa Code, known as the "Central Iowa Water Works" ("CIWW") to act as a regional water wholesale production and supply entity under the material terms and conditions as set forth in the Central Iowa Water Works 28E/28F Agreement, filed with the Iowa Secretary of State on April 11, 2024 with Filing Number M516883 (the "CIWW Agreement");

WHEREAS, the conditions of membership of GRIMES in CIWW, include the transfer by GRIMES to CIWW of certain water production and supply assets owned by GRIMES that are listed and described in Schedule IV-7 to the CIWW Agreement;

WHEREAS, the transfer of the assets to CIWW as described in Schedule IV-7 to the CIWW Agreement has been previously approved by resolution of the City Council after a public hearing conducted in accordance with Iowa Code Section 364.7 pursuant to public notice, but such notice did not include the legal descriptions of real estate to be transferred by quit claim deed and did not contain the legal descriptions of certain tracts owned by the City of Grimes within which CIWW is to be granted easements and other rights;

WHEREAS, counsel to GRIMES and CIWW have advised that the transfer of the ground of the Grimes Treatment Plant and associated well field by quit claim deed rather than by easement as provided by the CIWW Agreement is in the best interests of the parties; and

WHEREAS, in compliance with Iowa Code 364.7, the City Council of GRIMES has set forth its proposal to dispose of interests in the GRIMES Water Supply Facilities as provided in the CIWW Agreement by publication of notice of a public hearing; and

WHEREAS, pursuant to said notice published as required by law, this City Council has held a public meeting and hearing upon the proposal to transfer the GRIMES Water Supply Facilities and, accordingly the following action is now considered to be in the best interests of the City and citizens and customers thereof.

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

Iowa hereby finds that the transfer of the GRIMES Water Supply Facilities, including those assets described in Exhibit A and Exhibit B, is in the best interest of the customers of GRIMES, and that the transfer of the GRIMES Water Supply Facilities to Central Iowa Water Works in accordance with the CIWW Agreement is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, City Administrator and/or Manager, and City Clerk, in consultation with and upon the advice of the City Attorney, be and are hereby each authorized, empowered and directed both individually and collectively to approve, execute, attest, seal and/or deliver any and all documents (including but not limited to any conveyance, assignment, agreements, consents, deeds, permits, title or other affidavits, or similar) required for the transfer of the GRIMES Water Supply Facilities to CIWW in accordance with the CIWW Agreement for and on behalf of GRIMES, and that the Mayor, City Administrator and/or Manager, and City Clerk are each hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with this Resolution.

PASSED and APPROVED on December 10, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF POLK

)

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DATE

December 3, 2024

PROJECT NAME

Maranatha Baptist Church
Site Plan Amendment

APPLICANT

Maranatha Baptist Church

REQUESTED ACTION

Approval of a building addition
for new main entrance and
parking lot expansion

LOCATION

877 SE 19th Street

ZONING

R-3

PLANNER

Evann Martin
emartin@grimesiowa.gov
515-986-4050



Location Map

Zoning Map

Relation to Comprehensive & Neighborhood Plans

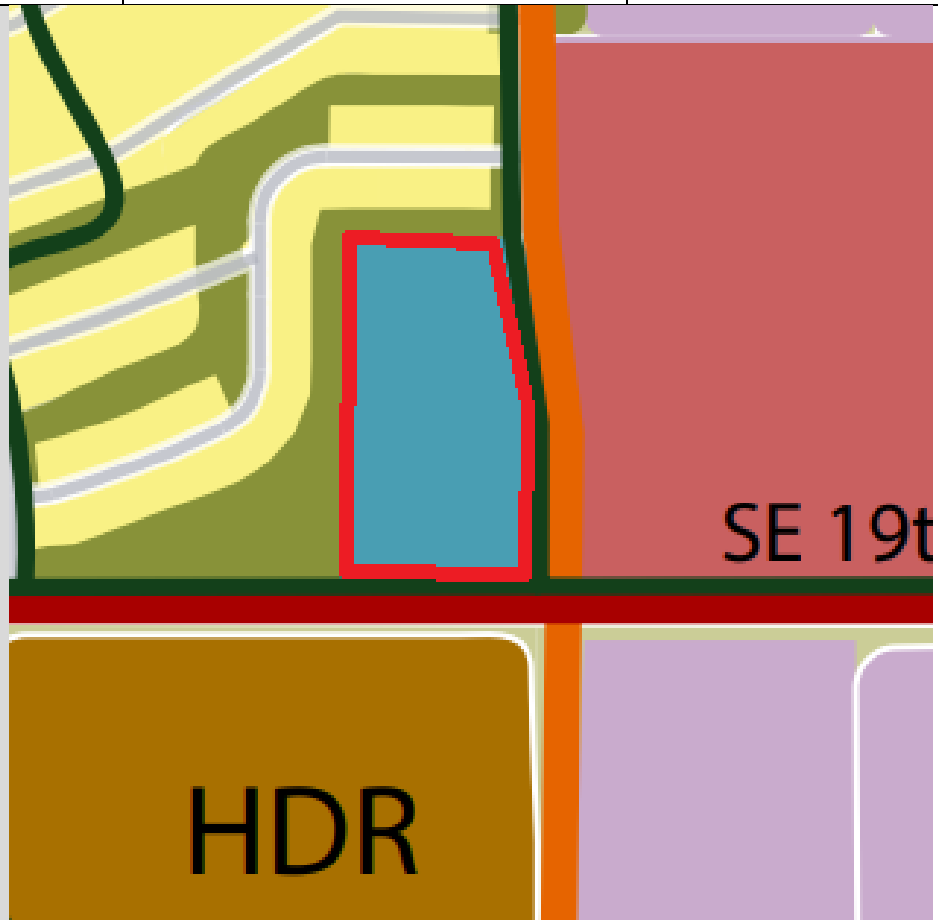
LAND USES & ZONING

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Church	Civic	R-3
North	Single-Family Residential	Low-Density Residential	R-4
South	Vacant/Industrial	High-Density Residential/Light Industrial	A-1/M-1A
East	Industrial	Mixed Use	M-1A
West	Single-Family Residential	Low-Density Residential	R-4

PARKS

The Parks & Trails Master Plan does not callout any park or trail improvements related to the site. Trails are existing along the south and east boundaries of the site.

The site is commercial, therefore no parkland dedication is required.



Future Land Use Map

Site Layout & Landscaping

ACCESS

The existing access points on SE 19th Street and SE Little Beaver will remain. No additional access is proposed.

PARKING

Additional parking is proposed on the north side of the building. Six of the existing parking spaces on the south side of the building at the front entrance will be removed to accommodate the building addition. The remaining spaces are proposed to be converted to ADA spaces. 50 parking spaces will be added to the site bringing the total count to 174 spaces across the site which is more than is required for the site. The current church parking lot has been filling up, requiring people to park along SE Little Beaver Drive. The added parking will keep vehicles contained within the site.

LIGHTING

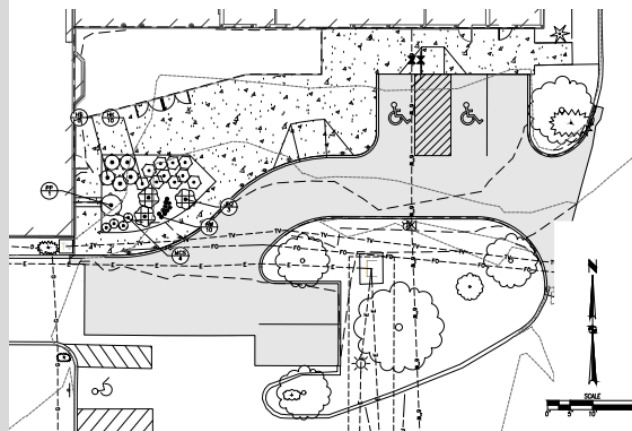
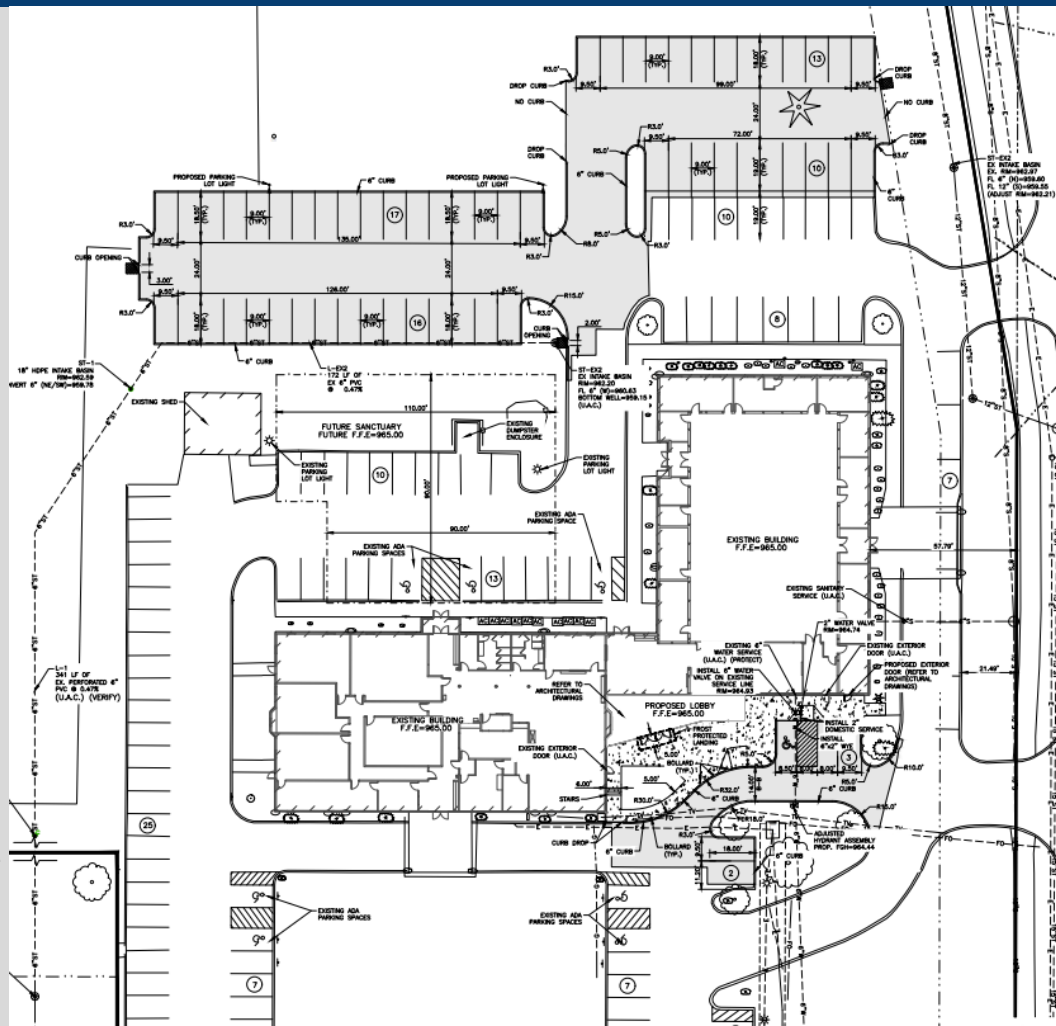
Two pole lights are proposed for the parking addition.

UTILITIES

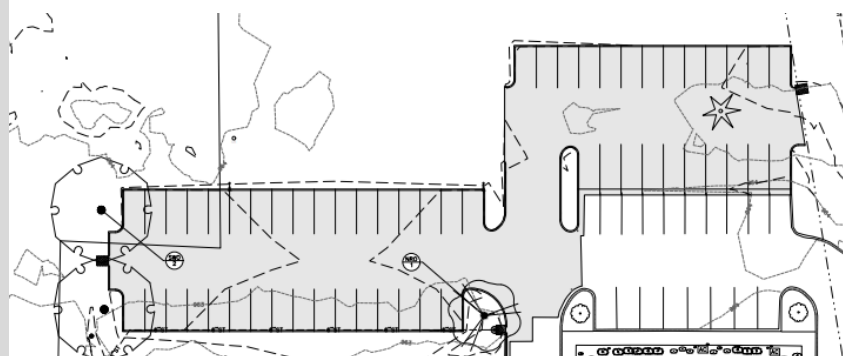
A new domestic and fire water service is proposed to allow the building to be sprinkled.

LANDSCAPING

Shrubs are proposed to be added at the new front entrance and three new trees are proposed along the parking lot addition. There are no minimum landscaping requirements for this property.



Landscaping Plan



Architecture

BUILDING & ELEVATIONS

The addition will consist of stone and lap siding with store front glass entrance and canopy. The addition meets the minimum 25% masonry required for the R-3 zoning district.

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The addition will consist of stone and lap siding with store front glass entrance and canopy. The addition meets the minimum 25% masonry required for the R-3 zoning district.

South Elevation



East Elevation



Conclusion

STAFF RECOMMENDATION

Staff recommends approval of the site plan amendment subject to any remaining staff comments.

Conclusion

A new front entrance building addition is proposed along with a parking lot expansion.

The building addition will consist of stone and lap siding.

The parking lot expansion will provide 50 additional spaces on site to eliminate the current parking that is occurring on SE Little Beaver during church services.



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~September 24, 2024~~

~~September 25, 2024~~

~~October 14, 2024~~

~~October 23, 2024~~

November 27, 2024

Civil Design Advantage

Attn: Doug Mandernach

4121 NW Urbandale Dr

Urbandale, IA 50322

RE: Maranatha Site Plan Amendment

Dear Mr. Mandernach:

The Development Services Department is in receipt of a proposed Site Plan Amendment for Maranatha. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

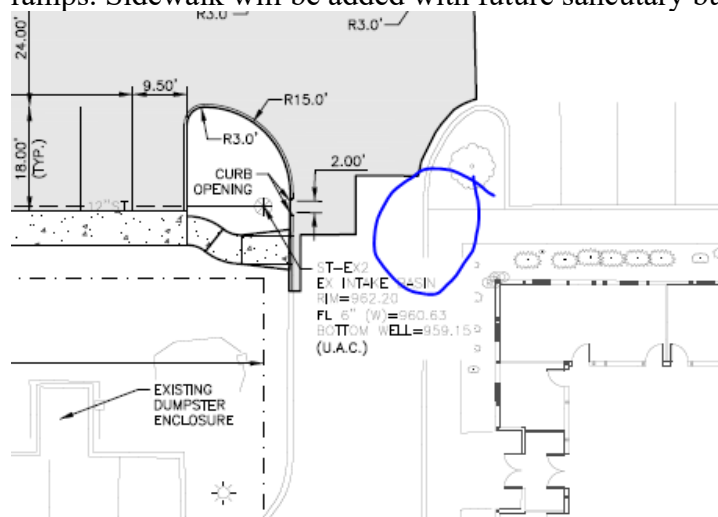
1. ~~Provide site plan review fee (\$2000).~~
2. ~~Per conversations with Brian, if the church would like to have the parking lot approved prior to the building, we can approve the parking lot administratively through the minor site plan process. The plans can be broken out into two submittals: front entrance and parking lot. The minor site plan fee is \$750.~~
3. ~~Provide Grimes standard notes. Notes provided.~~
4. **Provide CAD files with the final plan set.**
5. **Update the parking calculation to account for the changes at the front of the building.**

Cover Sheet:

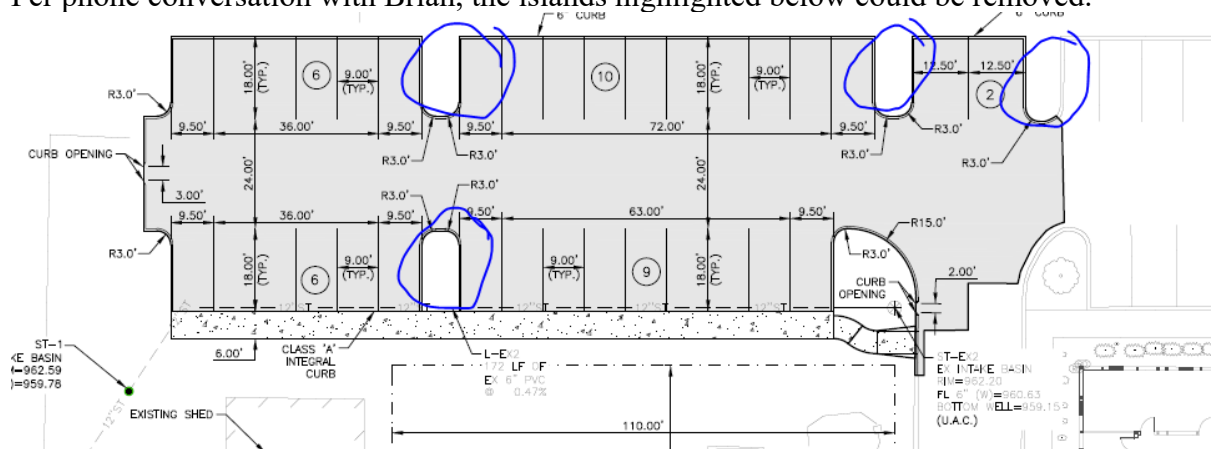
1. ~~Update parking calculations based on 1 space/3 seats.~~

C3.1:

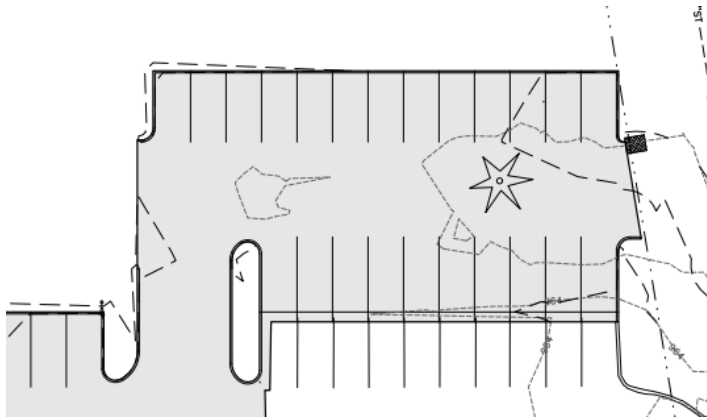
1. ~~This building is going to be required to be retrofitted with a sprinkler system given the improvements proposed. Please show where the fire sprinkler line will be run. The split is required outside of the building. Please show the split with curb stops or valve on each line. If the plans need to be updated after further analysis of the existing line, that is fine. You'll just need to provide the plan revision for review and approval.~~
2. ~~Please show frost protected landing outside the proposed lobby entrance. Grimes amendment 11-11-2 (1010.1.6.1).~~
3. ~~Add a cross ramp on the existing sidewalk and provide grading details for both ramps. Sidewalk will be added with future sanitary building construction.~~



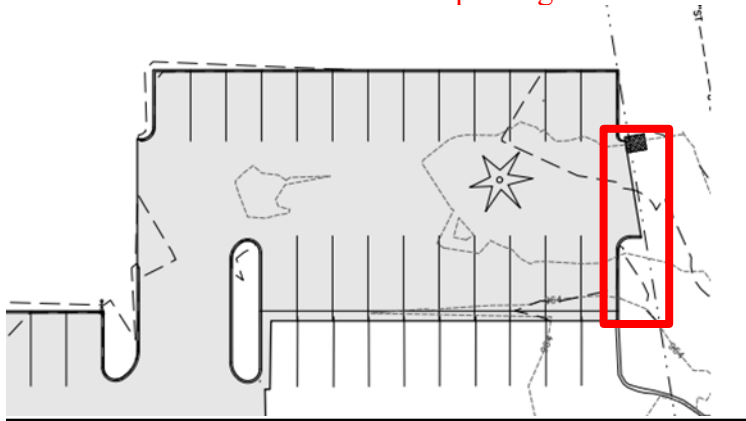
4. ~~Per phone conversation with Brian, the islands highlighted below could be removed.~~



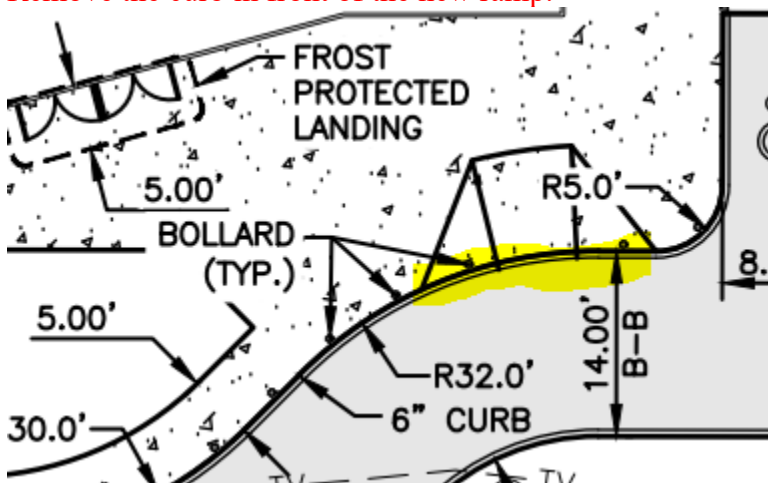
5. Remove the tree from the NE parking area.



6. Provide curb at the east side of the parking area.

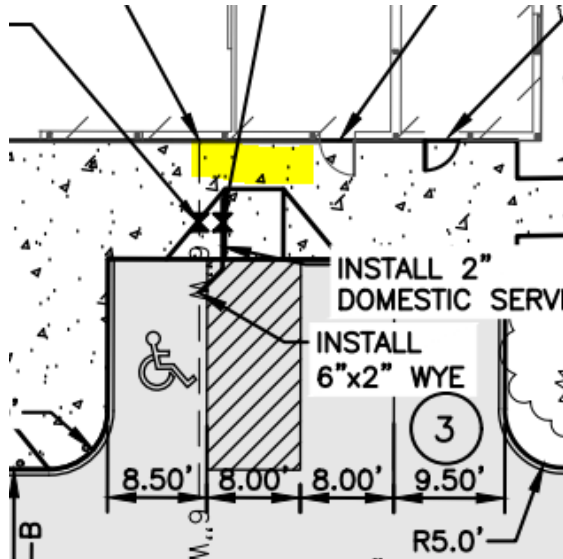


7. Remove the curb in front of the new ramp.



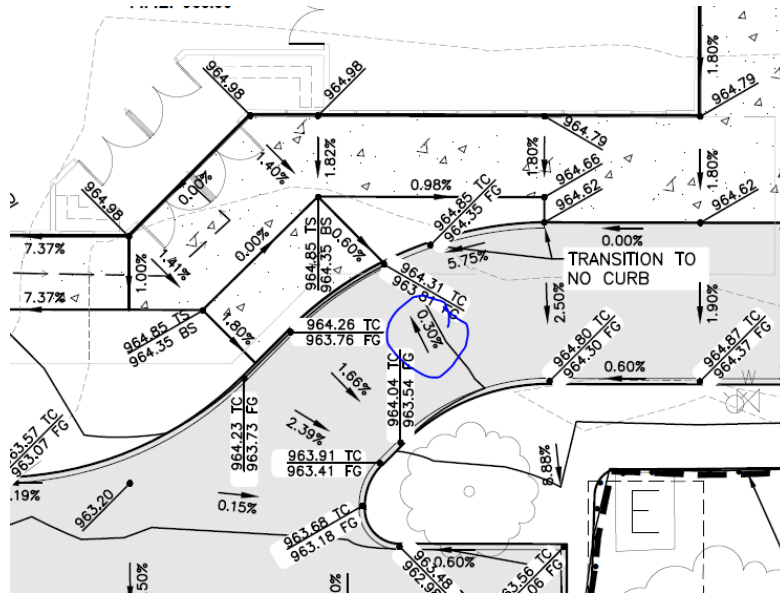
8. Move the water service valves out of the ADA ramp.

9. Label the width of the ADA ramp landing. 36" minimum is required.



C4.1

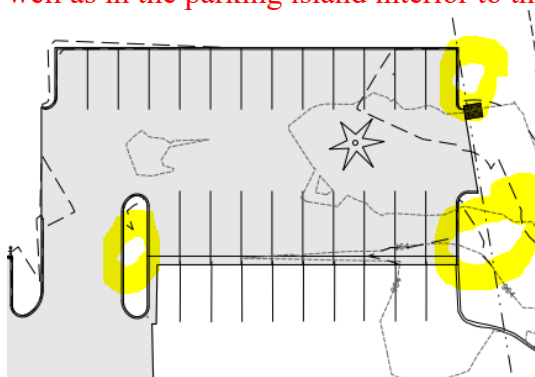
1. Label the following:
 - a. — Staging area
 - b. — Construction entrance
 - c. — Concrete washout location
 - d. — Top soil stock pile location Show sediment controls around stockpile to meet top soil preservation requirement
 - e. — Discharge point
2. — Ensure Amended soils are not added until all upland areas are fully vegetated
3. — Label bio retention observation port that is noted in the maintenance requirements
4. — Adjust the cross slope on the ramp out to the existing parking spaces to the south of the main entrance. The slope shown does not meet ADA. The curb will also need to be removed on the ramp. Remove curb on the south side of the ramp or provide additional labels to make it clear that there is no curb.
5. — Should the area below drain to the south?



6. — How will the new parking lot drain to the west? Water flows west but does not have a way to get out of the parking lot.
7. — Label existing contours.

C5.1:

1. Staff would encourage some additional tree plantings on the east edge of the NE parking area similar to what is proposed on the west side of the parking addition, as well as in the parking island interior to the parking lot.



Architecture:

1. — Provide color drawing.

- ~~2. Is any roof-mounted equipment proposed on the addition? If so, screening is required by parapet or point in place screen to hide from view.~~
- ~~3. Is any lighting proposed to be added to the building. Please label locations on the elevations and provide lighting spec sheets. Where will the parking lot lighting be proposed? There didn't appear to be any new fixture locations called out on the site plan. If proposed, please label lighting locations.~~
- ~~4. Please provide material percentages for the addition.~~
5. Update the material percentages to reflect the new design. Provide percentages for the addition only.

Stormwater Management Plan (SWMP)

- ~~1. How is detention being provided? Provide existing and proposed release rates to the existing subdrain.~~
- ~~2. Drainage Maps: Drainage maps show the existing subdrain as 6" and the site plan shows the existing subdrain as 12". Please reconcile.~~
- ~~3. Storm Sewer Map: Why is DA1 not included with the Bio Retention's drainage area?~~
- ~~4. Provide erosion control calculations for curb cut area.~~
- ~~5. The proposed 1-yr release is greater than the allowable release rate. Please fix.~~
6. Staff are verifying if any changes are required to the SWMP to account for the added parking at the NE corner.

Site Plan (SP)

- ~~1. Sheet C3.1: Provide information on the subdrain in the bio retention area.~~
- ~~2. Provide erosion control for curb cut area.~~

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE: October 21, 2024

(1 PDF of Site plan with Elevation Plan included)

PLANNING & ZONING: November 5, 2024 at 5:30

COUNCIL MEETING: November 26, 2024 at 5:30

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Senior Planner

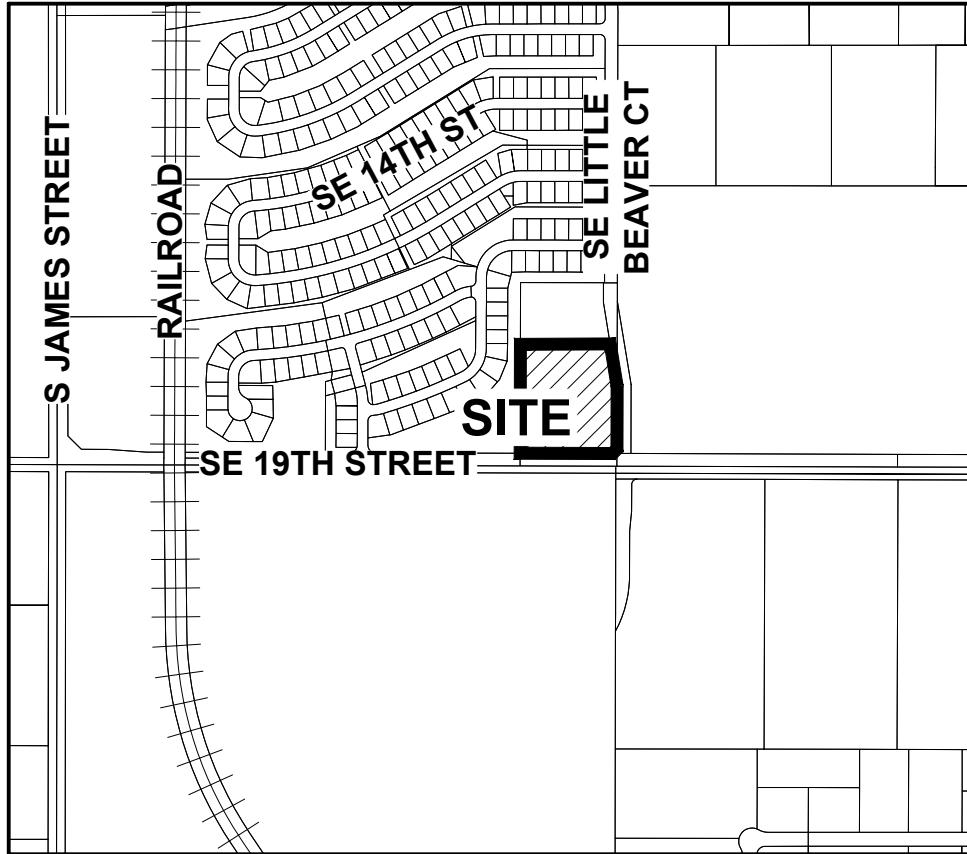
SITE PLAN FOR:

MARANATHA BAPTIST CHURCH - MAIN BUILDING RENOVATIONS

GRIMES, IOWA

VICINITY MAP

NOT TO SCALE



GRIMES, IOWA

OWNER/APPLICANT

MARANATHA BAPTIST CHURCH
PO BOX 400
GRIMES, IA 50111
CONTACT: LANCE AUGSBURGER
EMAIL: LANCE.AUGSBURGER@GMAIL.COM
PH: (515) 986-9202

ENGINEER

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
CONTACT: DOUG MANDERNACH
EMAIL: DOUGM@CDA-ENG.COM
PHONE: (515) 369-4400

SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
CONTACT: CHARLIE MCGLOTHLEN
EMAIL: CHARLIE@CDA-ENG.COM
PH: (515) 369-4400

ARCHITECT

VISIONEERING STUDIOS
106 W 4TH STREET, STE 600
SANTA ANA, CA 92701
CONTACT: BRIAN PARKER
EMAIL: BPARKER@VISIONEERINGSTUDIOS.COM
PH: (714) 330-9649

SUBMITTAL DATES

SD SET: 08/29/2024
CITY SUBMITTAL #1: 09/06/2024
CITY SUBMITTAL #2: 10/01/2024
CITY SUBMITTAL #3: 10/21/2024
FOR CONSTRUCTION: 10/25/2024
REVISION #1: 11/22/2024

LEGAL DESCRIPTION

PARCEL '1' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7743, PAGE 624, BEING A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF GRIMES, POLK COUNTY, IOWA, EXCEPT THE SE 19TH STREET RIGHT-OF-WAY AND EXCEPT THE SE LITTLE BEAVER DRIVE RIGHT-OF-WAY, BOTH AS SHOWN ON THE ACQUISITION PLAT RECORDED IN BOOK 12282, PAGE 429 AND LABELED AS SURVEY AREA #1 AND SURVEY AREA #2.

ZONING

R-3: MULTIPLE FAMILY DWELLING DISTRICT

PROJECT SITE ADDRESS

877 SE 19TH STREET
GRIMES, IA 50111

EXISTING/ PROPOSED USE

CHURCH, HOUSE OF WORSHIP

DEVELOPMENT SUMMARY

AREA: 5.30 ACRES (230,669 SF)

ZONING: R-3: MULTIPLE FAMILY DWELLING DISTRICT

SETBACKS:

FRONT: 30 FEET
SIDE: 30 FEET
REAR: 40 FEET

OPEN SPACE CALCULATION: (MIN. 25%)

TOTAL SITE: = 230,669 (5.30 AC.)
BUILDING = 21,848 SF
PARKING AREAS = 26,143 SF
DRIVEWAYS = 44,974 SF
SIDEWALK = 6,520 SF
GRAVEL TRAIL = 1,101 SF
OPEN SPACE PROVIDED = 130,083 SF (56.4%)

PARKING:

TOTAL REQUIRED = 1 SPACE / 3 SEATS
= 435 SEATS / 3
= 145 SPACES

EXISTING SPACES = 124 SPACES
TO BE REMOVED = 9 SPACES
PROPOSED = 56 SPACES
TOTAL PROVIDED = 171 SPACES

ACCESSIBLE SPACES REQUIRED = 6 SPACES

ACCESSIBLE SPACES PROVIDED = 9 SPACES

DATE OF SURVEY

07/09/2024

BENCHMARKS

- CDA SET BM: BURY BOLT ON THE FIRST HYDRANT APPROX. 120' WEST OF SE LITTLE BEAVER BOULEVARD, NORTH OF SE 19TH STREET.
ELEV.=963.18
- BURY BOLT OF THE HYDRANT INT HE SE QUADRANT OF HTE INTERSECTION BETWEEN HIGHWAY 44 AND GATEWAY DRIVE.
ELEV.=940.439

CONSTRUCTION SCHEDULE

ANTICIPATED START DATE = 03/01/2025
ANTICIPATED FINISH DATE = 03/01/2026

INDEX OF SHEETS

NO.	DESCRIPTION
C0.1	COVER SHEET
C1.1	DETAILS
C2.1	TOPOGRAPHIC AND DEMOLITION PLAN
C3.1	DIMENSION AND UTILITY PLAN
C4.1	GRADING PLAN
C5.1	LANDSCAPE PLAN

GENERAL LEGEND

PROPOSED	EXISTING
PROPERTY BOUNDARY	SANITARY MANHOLE
SECTION LINE	WATER VALVE BOX
CENTER LINE	FIRE HYDRANT
RIGHT OF WAY	WATER CURB STOP
BUILDING SETBACK	WELL
PERMANENT EASEMENT	STORM SEWER MANHOLE
TEMPORARY EASEMENT	STORM SEWER SINGLE INTAKE
TYPE SW-501 STORM INTAKE	STORM SEWER DOUBLE INTAKE
TYPE SW-502 STORM INTAKE	FLARED END SECTION
TYPE SW-503 STORM INTAKE	DECIDUOUS TREE
TYPE SW-505 STORM INTAKE	CONIFEROUS TREE
TYPE SW-506 STORM INTAKE	DECIDUOUS SHRUB
TYPE SW-512 STORM INTAKE	CONIFEROUS SHRUB
TYPE SW-513 STORM INTAKE	ELECTRIC POWER POLE
TYPE SW-401 STORM MANHOLE	GUY ANCHOR
TYPE SW-402 STORM MANHOLE	STREET LIGHT
FLARED END SECTION	POWER POLE W/ TRANSFORMER
TYPE SW-301 SANITARY MANHOLE	UTILITY POLE W/ LIGHT
STORM/SANITARY CLEANOUT	ELECTRIC BOX
WATER VALVE	ELECTRIC TRANSFORMER
FIRE HYDRANT ASSEMBLY	ELECTRIC MANHOLE OR VAULT
SIGN	TRAFFIC SIGN
DETECTABLE WARNING PANEL	TELEPHONE JUNCTION BOX
WATER CURB STOP	TELEPHONE MANHOLE/VAULT
SANITARY SEWER	TELEPHONE POLE
SANITARY SERVICE	GAS VALVE BOX
STORM SEWER	CABLE TV JUNCTION BOX
STORM SERVICE	CABLE TV MANHOLE/VAULT
WATERMAIN WITH SIZE	MAIL BOX
WATER SERVICE	BENCHMARK
SAWCUT (FULL DEPTH)	SOIL BORING
SILT FENCE	UNDERGROUND TV CABLE
USE AS CONSTRUCTED	GAS MAIN
MINIMUM PROTECTION ELEVATION	FIBER OPTIC
	UNDERGROUND TELEPHONE
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC
	FIELD TILE
	SANITARY SEWER W/ SIZE
	STORM SEWER W/ SIZE
	WATER MAIN W/ SIZE



UTILITY WARNING

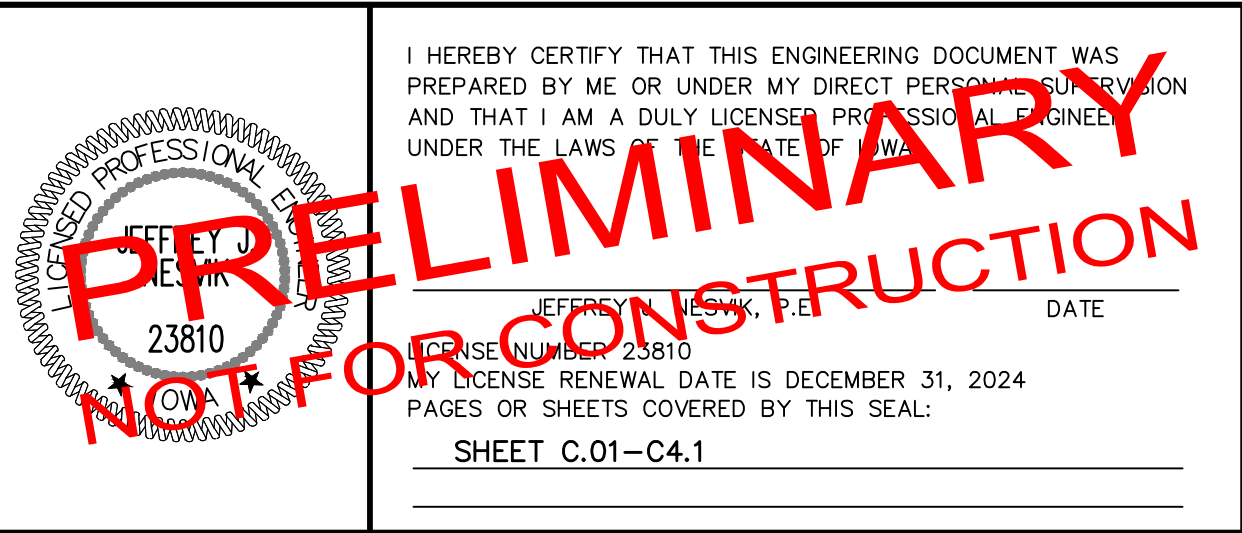
ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN.

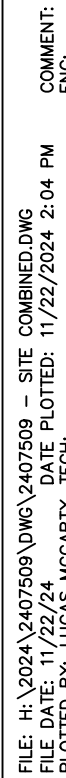


THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2 AND CITY OF GRIMES DEVELOPMENT SWPPP CERTIFICATION. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMITS AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING THE SWPPP THROUGHOUT CONSTRUCTION AND MEETING LOCAL, STATE AND FEDERAL REQUIREMENTS.

ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC R.O.W.

THE 2024 EDITION OF THE SUDAS STANDARD SPECIFICATIONS, THE PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.





1. PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER OR ENGINEER AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
2. PRIOR TO DEMOLITION, CONTRACTOR SHALL NOTIFY IN WRITING (48 HRS NOTICE) THE FOLLOWING:
 - A. CITY OF GRIMES
 - B. APPROPRIATE UTILITY COMPANIES
 - C. OWNER
 - D. CIVIL DESIGN ADVANTAGE
 - E. ARCHITECT
3. DO NOT DISTURB EXISTING UTILITIES UNLESS OTHERWISE NOTED. COORDINATE REMOVAL OR ABANDONMENT OF ALL UTILITIES WITH THE APPROPRIATE UTILITY SUPPLIER AND REGULATORY AGENCIES.
4. PROTECT EXISTING UTILITIES THAT ARE TO REMAIN. THE LOCATIONS OF ALL UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING RECORDS. THE EXACT LOCATION AND ELEVATION OF ALL UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLAN MAY BE PRESENT.
5. BACKFILL ALL EXCAVATIONS WITH COHESIVE MATERIAL COMPACTED TO 95% MAXIMUM STANDARD PROCTOR DRY DENSITY AND MOISTURE RANGE OF OPTIMUM MOISTURE TO 4% ABOVE OPTIMUM MOISTURE. TESTING OF BACKFILL TO BE BY A GEOTECHNICAL ENGINEER EMPLOYED BY THE OWNER. IN THE EVENT OF A TEST FAILURE, ANY RETESTING SHALL BE PAID FOR BY THE CONTRACTOR.
6. FIELD VERIFY EXISTING GRADES AND LOCATION OF EXISTING UTILITIES, CONDUIT, LINES, POLES, TREES, PAVING, BUILDING AND OTHER SITE FEATURES PRIOR TO DEMOLITION AND IMMEDIATELY INFORM THE ENGINEER AND/OR OWNER OF ANY DISCREPANCIES.
7. DEMOLITION NOTES AS SHOWN ON THE PLAN ARE NOT ALL INCLUSIVE. CONTRACTOR TO ABANDON IN PLACE OR REMOVE AND DISPOSE OF ALL EXISTING SITE IMPROVEMENTS ABOVE AND BELOW GROUND TO COMPLY WITH THE GENERAL INTENT OF THIS DOCUMENT.
8. ALL EXISTING FEATURES AND SITE UTILITIES NOT SPECIFICALLY INDICATED FOR REMOVAL OR MODIFICATION WITHIN THIS SITE PLAN OR ARCHITECTURAL DRAWINGS SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
9. ALL CONSTRUCTION/DEMOLITION DEBRIS SHALL BE DISPOSED OF OFFSITE IN FULL COMPLIANCE WITH CURRENT ENVIRONMENTAL REGULATIONS.
10. CONSTRUCTION LIMITS SHALL BE CONFINED TO THE SITE BOUNDARY AS NOTED. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
11. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
12. REFER TO ARCHITECTURAL PLANS FOR DETAILED REMOVALS AND RELOCATIONS SPECIFIC TO THE BUILDING ADDITION.
13. ALL REMOVALS SHALL BE TO THE NEAREST JOINT AS ILLUSTRATED. DAMAGE OF PAVEMENT BEYOND THE INDICATED REMOVALS SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

REVISIONS	DATE
REVISION #1	11/22/2024
FOR CONSTRUCTION	10/25/2024
CITY SUBMITTAL #3	10/21/2024
CITY SUBMITTAL #2	10/01/2024
CITY SUBMITTAL #1	09/06/2024
SD SET	08/29/2024

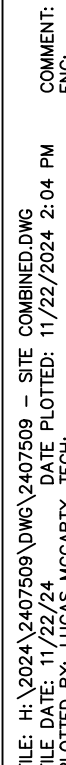
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: JJN	PM: DAM
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MARANATHA BAPTIST CHURCH
MAIN BUILDING RENOVATIONS
TOPOGRAPHIC AND DEMOLITION PLAN
GRIMES, IOWA

C2.1
2407.509

1. THE 2024 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL COMPLY WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
4. PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER, ENGINEER, AND/OR ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
5. ONE WEEK PRIOR TO CONSTRUCTION WITHIN CITY R.O.W. OR ANY CONNECTION TO PUBLIC SEWERS CONTRACTOR SHALL NOTIFY THE CITY'S CONSTRUCTION DIVISION.
6. ALL CONSTRUCTION WITHIN PUBLIC R.O.W./ EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE CITY'S STANDARDS.
7. ALL DIMENSIONS ARE TO BACK OF CURB, BUILDING FACE OR PROPERTY LINE UNLESS OTHERWISE NOTED.
8. CONTRACTOR TO VERIFY BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.
9. PLACE 3/4 INCH EXPANSION JOINT BETWEEN ALL P.C.C. PAVEMENT/SIDEWALKS AND BUILDING. PLACE 1/2 INCH EXPANSION JOINT BETWEEN SIDEWALKS AND P.C.C. PAVEMENT.
10. REMOVE ALL DEBRIS SPILLED INTO R.O.W. AT THE END OF EACH WORK DAY.
11. ALL PROPERTY PINS SHALL BE PROTECTED FROM GRADING OR OTHER OPERATIONS. ANY PINS DISTURBED SHALL BE RESET AT THE CONTRACTOR'S EXPENSE.
12. DO NOT STORE CONSTRUCTION MATERIALS AND EQUIPMENT IN THE RIGHT OF WAY.
13. THE CONTRACTOR SHALL NOT DISTURB DESIRABLE GRASS AREAS AND DESIRABLE TREES OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK OR SERVICE VEHICLES AND EQUIPMENT OR USE THESE AREAS FOR STORAGE OF MATERIALS. STORAGE, PARKING AND SERVICE AREAS WILL BE SUBJECT TO THE APPROVAL OF THE OWNER.
14. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY AREAS OF PAVEMENT OR SIDEWALK NOT TO BE REMOVED THAT IS DAMAGED DUE TO OPERATING EQUIPMENT ON THE PAVEMENT OR SIDEWALK.
15. THE CONTRACTOR MAY BE REQUIRED TO PLACE TEMPORARY WARNING DEVICES AND SAFETY FENCE AT CERTAIN LOCATIONS WHERE REPLACEMENT FEATURES ARE NOT INSTALLED THE SAME DAY, AS DIRECTED BY THE ENGINEER OR THE CITY.
16. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK BETWEEN SUPPLIERS AND SUBCONTRACTORS INVOLVED IN THE PROJECT, INCLUDING STAGING OF CONSTRUCTION DETAILS.
17. CONCRETE REMOVAL FOR DRIVEWAY APPROACHES SHALL BE REMOVED TO THE NEAREST TRANSVERSE JOINT. CONTRACTOR SHALL VERIFY REMOVAL LIMITS WITH THE CITY'S CONSTRUCTION INSPECTOR PRIOR TO ANY CONCRETE REMOVAL.
18. ALL SCOUR STOP SHALL BE INSTALLED BY A CERTIFIED CONTRACTOR ACCORDING TO SCOUR STOP PRODUCT SPECIFICATIONS.
19. ALL PERMITS AND ADDITIONAL FEES REQUIRED TO COMPLETE THE WORK SHALL BE INCLUDED IN THE CONTRACTOR BID.

1. REFER TO MECHANICAL, ELECTRICAL AND PLUMBING PLANS FOR UTILITY SERVICE SIZES AND EXACT LOCATIONS. REFER TO ELECTRICAL PLANS FOR ELECTRIC AND TELEPHONE SERVICE CONSTRUCTION DETAILS. REFER TO MECHANICAL PLANS FOR GAS SERVICE CONSTRUCTION DETAILS.
2. FIELD VERIFY ELEVATIONS AND LOCATIONS OF ALL CONNECTIONS TO EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
3. PROVIDE TEMPORARY SUPPORT FOR EXISTING UTILITY LINES THAT ARE ENCOUNTERED DURING CONSTRUCTION UNTIL BACKFILLING IS COMPLETE.
4. BACKFILL AND PATCH TRENCHES ACCORDING TO THE 2012 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS. MAINTAIN A MINIMUM OF 5' COVER OVER ALL WATERMAINS.
5. ALL UTILITIES SHALL BE STUBBED TO 5 FEET FROM BUILDINGS. REFER TO MEP PLANS FOR DESIGN FROM 5' OUTSIDE OF BUILDING FACE.
6. ADJUST ALL MANHOLES AND INTAKES TO FINISHED GRADES.
7. ALL SANITARY SEWER AND WATER SERVICES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S PLUMBING CODE.
8. 18" MINIMUM VERTICAL CLEARANCE BETWEEN STORM SEWER AND SANITARY SEWER PIPES. 18" MINIMUM VERTICAL CLEARANCE BETWEEN SANITARY SEWER AND WATER MAIN.
9. MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER MAINS.
10. WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS. THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATIONS AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK. THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT 800-292-8989 AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
11. ALL WATERMAIN WORK, PUBLIC OR PRIVATE SHALL BE DONE IN ACCORDANCE WITH THE 2024 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS.
12. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
13. PRIVATE UTILITIES SHALL BE INSTALLED PER THE CITY'S STANDARD CONSTRUCTION SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND THE 2012 UNIFORM PLUMBING CODE. CONTACT BUILDING INSPECTION A MINIMUM OF 24 HOURS IN ADVANCE FOR UTILITY INSTALLATION INSPECTIONS.
14. OWNER IS RESPONSIBLE FOR MAINTENANCE OF PRIVATE RETENTION FACILITIES AND PRIVATE UTILITIES.
15. CONTRACTOR SHALL PREVENT ENTRY OF MUD, DIRT, DEBRIS AND OTHER MATERIAL INTO NEW AND EXISTING SEWER SYSTEMS. SHOULD ANY CONTAMINATION OCCUR DURING CONSTRUCTION, THE CONTRACTOR SHALL CLEAN AT NO COST TO THE OWNER. INSTALL SILT FENCE AT ALL PERMANENT STORM SEWER INLETS.

4121 NW URBANDALE DRIVE URBANDALE, IA 50322 PHONE: (515) 369-4400	ENGINEER: JJN	PM: DAM
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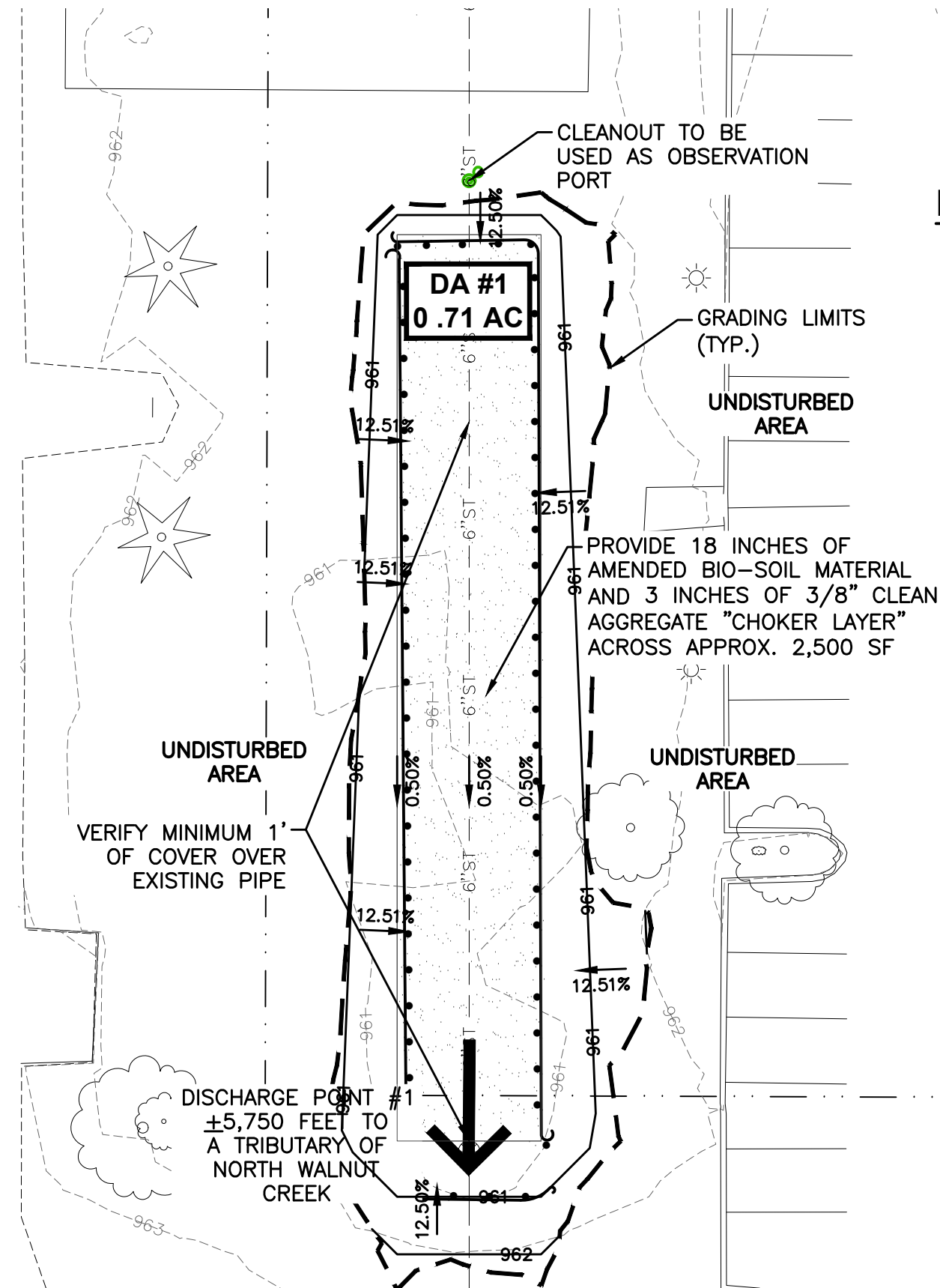
MARANATHA BAPTIST CHURCH

MAIN BUILDING RENOVATIONS

DIMENSION AND UTILITY PLAN

GRII

C3.1
2407.509

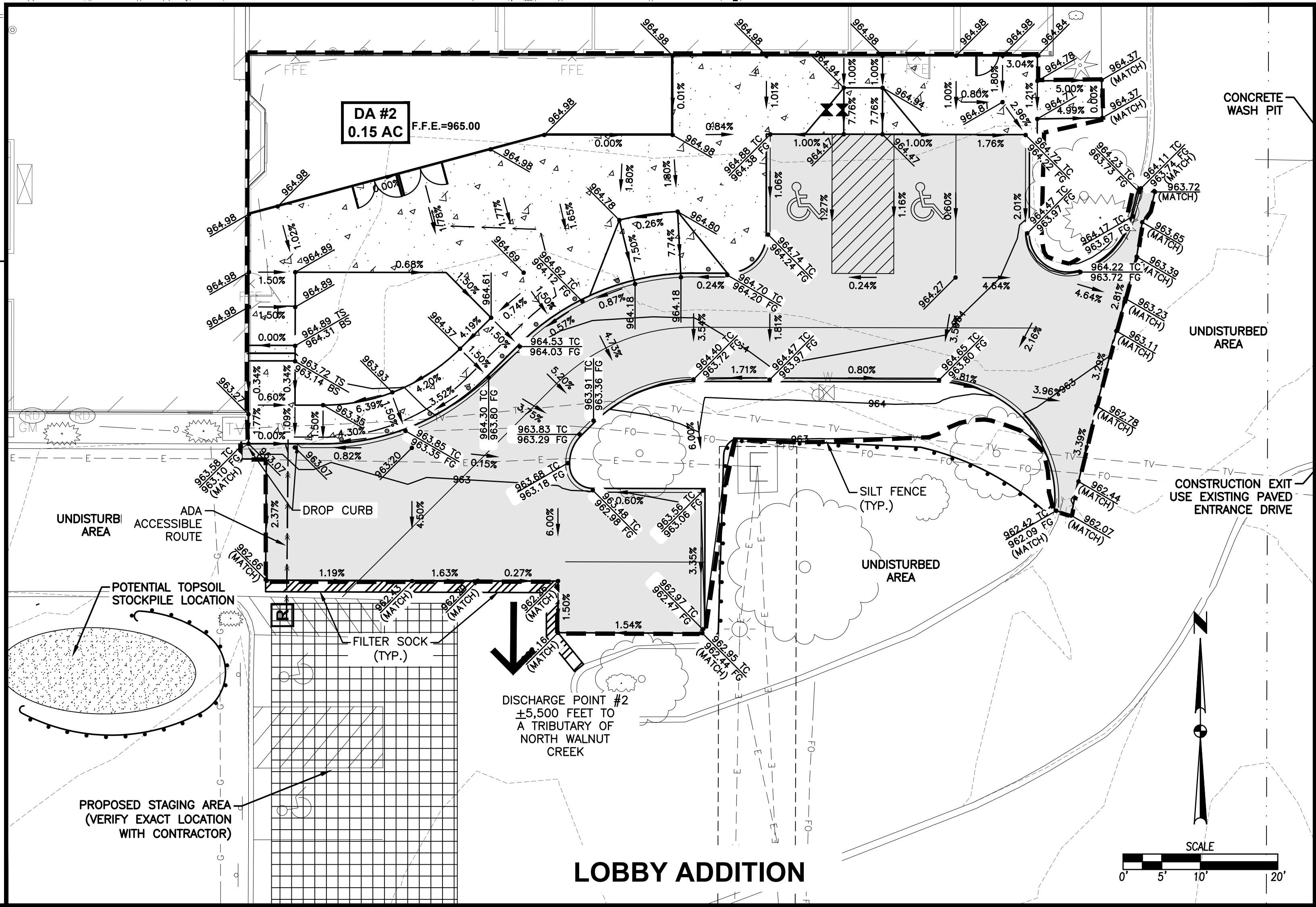
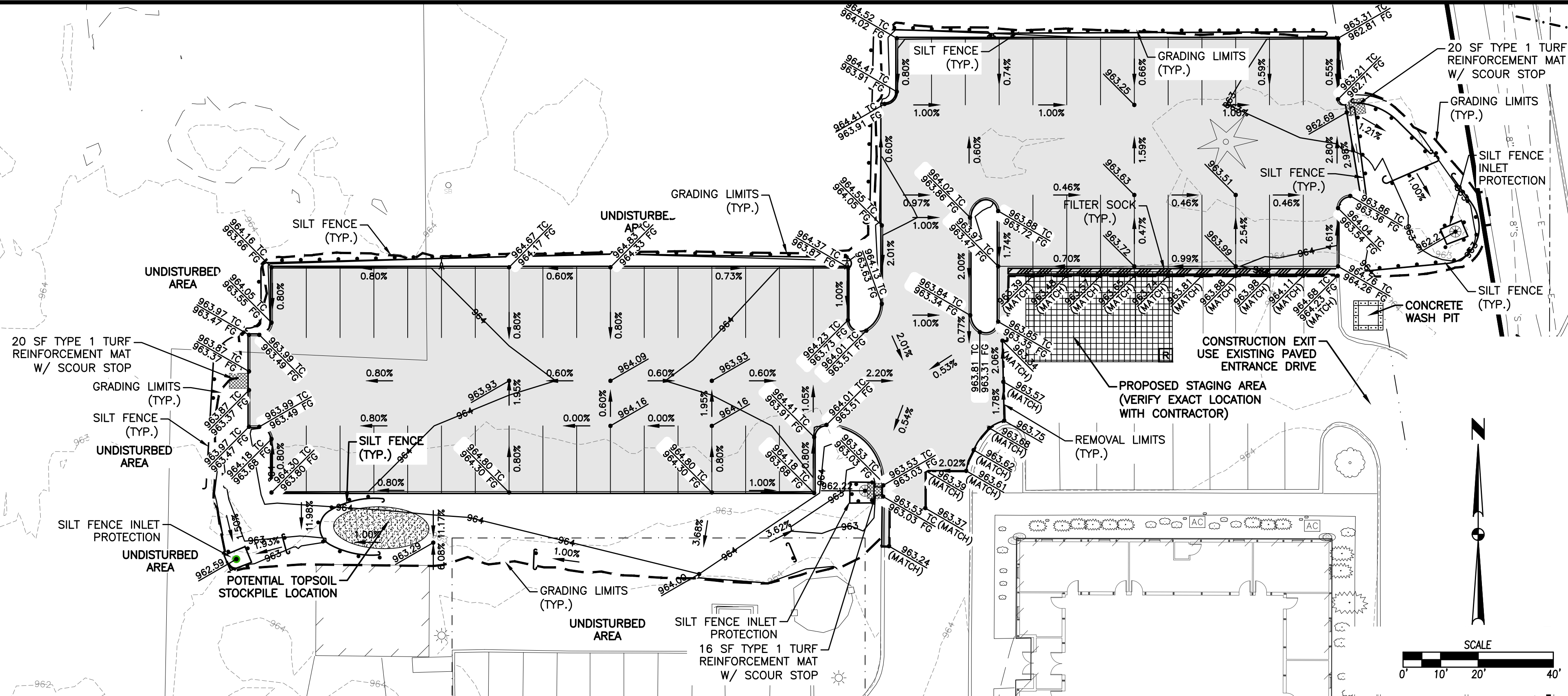
BIORETENTION CELL

BIORETENTION BASIN MAINTENANCE REQUIREMENTS

BIORETENTION CELLS REQUIRE SEASONAL MAINTENANCE. REFER TO TABLE BELOW FROM THE IOWA STORM WATER MANAGEMENT MANUAL, TABLE C5-54-8: BIORETENTION CELL MAINTENANCE REQUIREMENTS.

Activity	Schedule
- Prune and thin out plants when needed. Remove weeds throughout the growing season, preferably by pulling or trimming. Replace plants when needed. - Replace mulch when erosion is evident and/or weed growth is excessive. - Remove trash and debris from pretreatment area and bioretention cell. - Inspect inflow points for clogging (offline systems). Remove any sediment. - Inspect filter strip/grass channel for erosion or gullyng. Re-seed or sod as necessary. - Trees and shrubs should be inspected to evaluate their health and remove any dead or severely diseased vegetation.	Fall, spring, as needed
Look for evidence of standing water in the observation port. This may be a sign of hydraulic failure.	Semi-annually
- Replace pea gravel diaphragm when necessary. - Replace modified soil layer when ponding greatly exceeds the design drainage time.	Annually
	As necessary

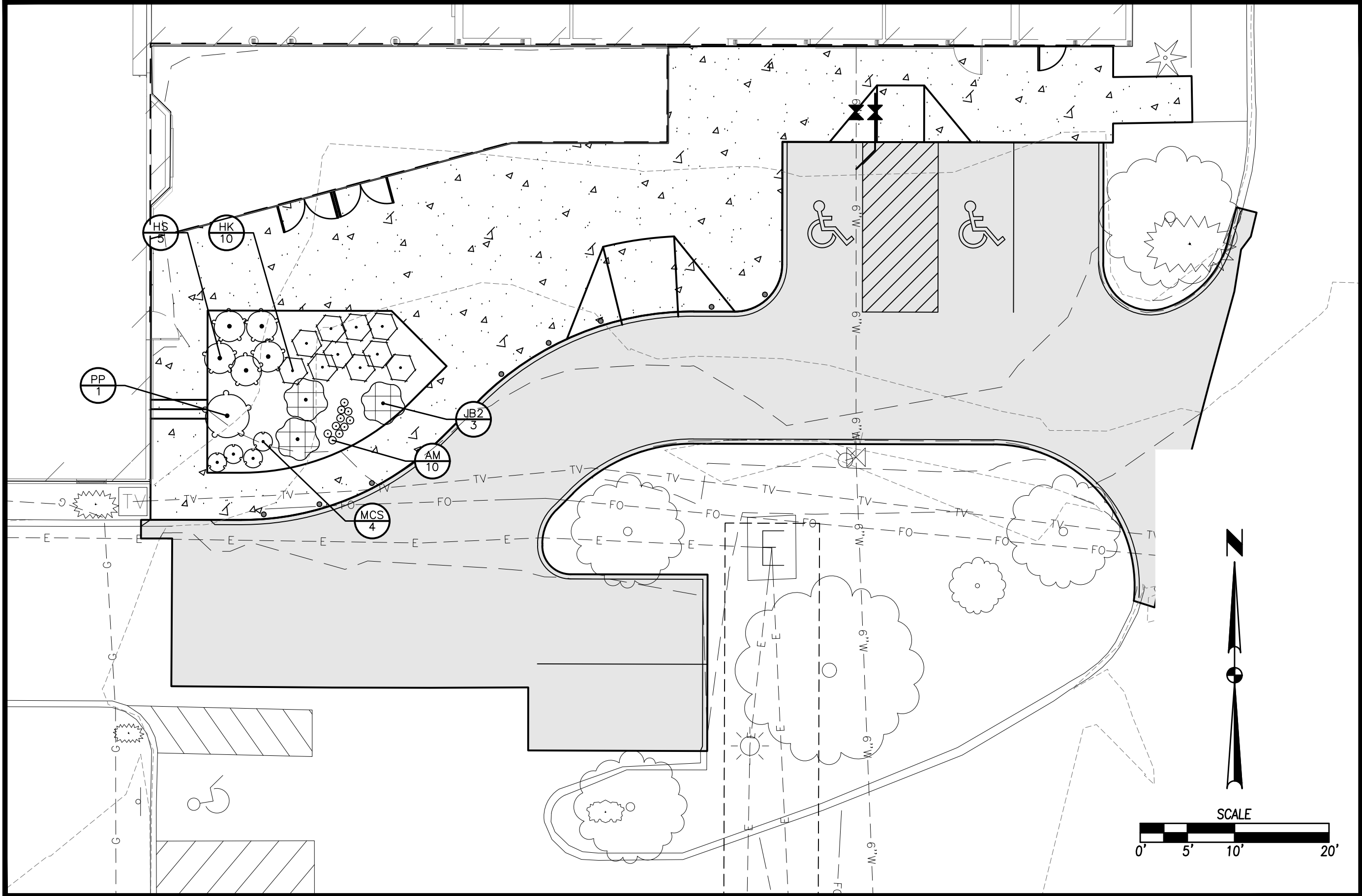
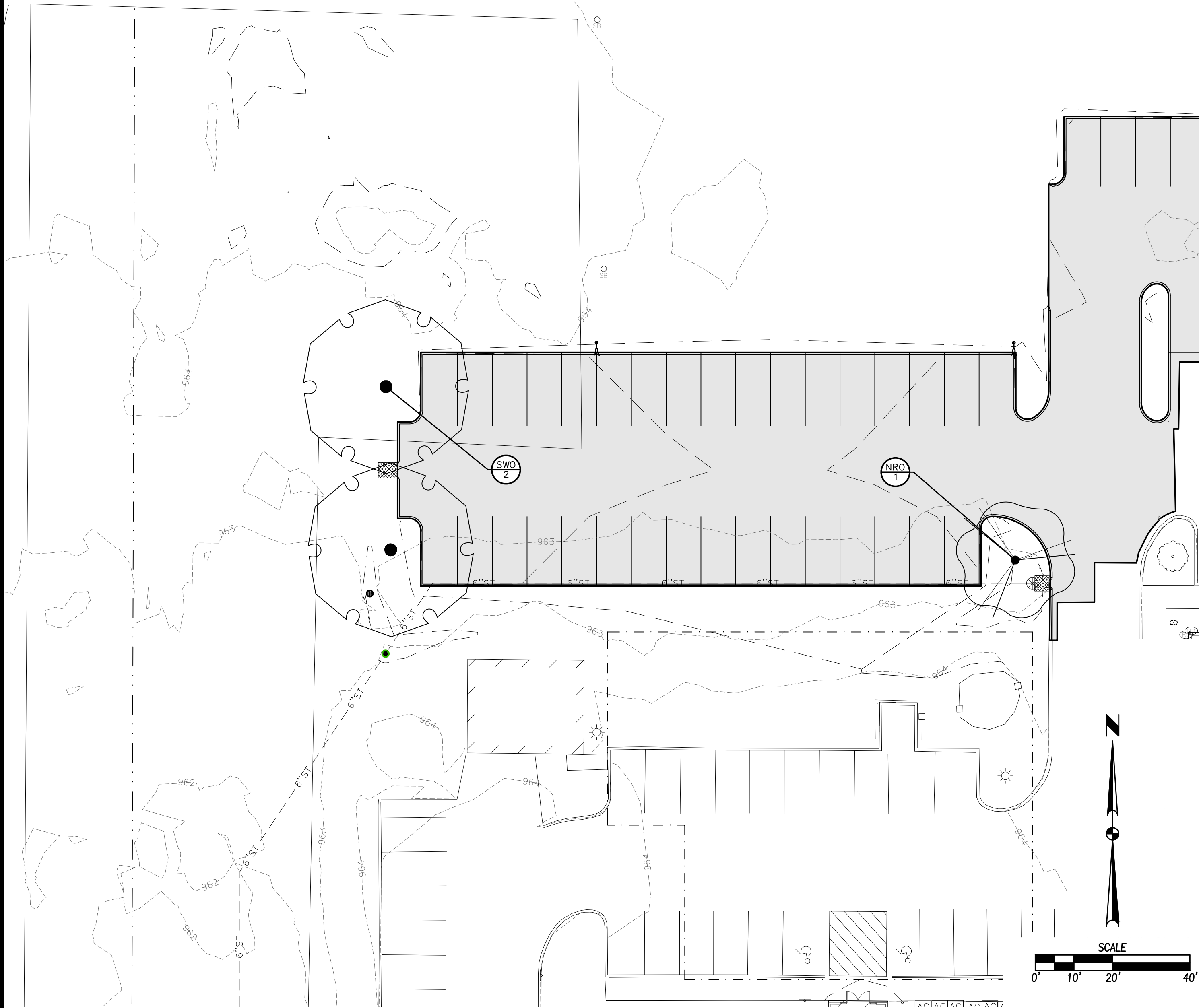
NORTH PARKING ADDITION



LOBBY ADDITION

GRADING NOTES

1. PRIOR TO ANY GRADING, A COPY OF THE NPDES PERMIT SHALL BE PROVIDED TO THE CITY'S BUILDING DIVISION.
2. CONTRACTOR SHALL STRIP ALL DELETERIOUS MATERIAL. THE TOP 6" OF TOPSOIL IS TO BE STOCKPILED AND RESPREAD AFTER GRADING IS COMPLETE. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING A SUITABLE TOPSOIL STOCKPILE SITE.
3. EXCAVATION SHALL BE IN ACCORDANCE WITH THE 2024 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE.
4. MATCH EXISTING GRADES AT PROPERTY LINES AND/OR CONSTRUCTION LIMITS.
5. ALL SPOT ELEVATIONS ARE FORM GRADE (FG) OR TOP OF FINISHED SURFACES UNLESS OTHERWISE NOTED.
6. SITE SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS.
7. SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
8. THE CONTRACTOR SHALL CONFINE HIS GRADING OPERATIONS TO WITHIN THE CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
9. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE CONTROL TO THE CONSTRUCTION AREA AND HAUL ROADS TO PREVENT THE SPREAD OF DUST.
10. REFER TO SEPARATE STORM WATER POLLUTION PREVENTION PLAN FOR DETAILS ON EROSION CONTROL.
11. FINAL FINISH GRADING TO BE APPROVED BY THE ARCHITECT AND CIVIL ENGINEER. MATCH EXISTING GRADES AT THE INTERFACE OF NEW AND EXISTING GRADES OR PAVING.
12. SIDEWALKS:
 - MAINTAIN 1% MINIMUM AND 5% MAXIMUM LONGITUDINAL SLOPES ON ALL PAVED WALKWAYS. ALL WALKS TO HAVE 2.0% MAXIMUM TRANSVERSE SLOPE IN THE DIRECTION OF NATURAL DRAINAGE. SAW CUT JOINTS AS SOON AS CONCRETE HAS SET. SAW CUTS TO BE 1/8" TO 1/4" WIDE; DEPTH: LONGITUDINAL T/3, TRANSVERSE T/4.
13. THE GRADING OF THE DETENTION FACILITY, INSTALLATION OF THE STORM SEWER SYSTEM (IF APPLICABLE), AND THE INSTALLATION OF THE ORIFICE PLATE (IF APPLICABLE) SHALL BE COMPLETED AND FUNCTIONAL PRIOR TO ANY INCREASE IN IMPERVIOUS SURFACES WITHIN THE SITE OR THE PREVIOUSLY MENTIONED ITEMS SHALL BE GRADED/INSTALLED AS SOON AS PRACTICAL.



LANDSCAPE NOTES

1. LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
2. THE 2024 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
3. TYPE, SIZE, AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1
4. ALL PLANT MATERIAL SHALL BE HEALTHY SPECIMENS WITHOUT DEFORMITIES, VOIDS AND OPEN SPACES, WITH WELL DEVELOPED BRANCH AND ROOT SYSTEMS; TRUE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES OR VARIETY.
5. SEED (TYPE 1) OR SOD ALL DISTURBED AREAS AS DIRECTED BY OWNER.
6. BACKFILL TO TOP OF CURB. (MINUS 1 1/2" FOR SOD, IF REQ.)
7. WEED PREVENTER (PRE-EMERGENT) SHALL BE SPREAD OVER SOIL AFTER PLANTING AND BEFORE MULCHING IN ALL PLANTING BEDS PER MANUFACTURER'S RECOMMENDATIONS.
8. SHREDDED HARDWOOD MULCH SHALL BE PLACED AROUND ALL TREES, SHRUBS AND IN ALL PLANTING BEDS TO A (MIN) DEPTH OF 3".
9. ALL EDGING SHALL BE SPADE CUT EDGE.
10. PLANT QUANTITIES ARE SHOWN FOR INFORMATION ONLY, THE DRAWING SHALL PREVAIL IF ANY CONFLICTS ARISE.
11. ALL DEBRIS SPILLED IN THE PUBLIC R.O.W. SHALL BE PICKED UP BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
12. CONTRACTOR SHALL WARRANTY ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
13. CONTRACTOR SHALL PROVIDE IRRIGATION DESIGN TO OWNER, IF REQUESTED, FOR APPROVAL.

CODE	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
OVERSTORY TREES				
NRO	1	Northern Red Oak	Quercus rubra	B&B, 2" CALIPER
SWO	2	Swamp White Oak	Quercus bicolor	B&B, 2" CALIPER
SHRUBS				
JB2	3	Blue Chip Creeping Juniper	Juniperus horizontalis 'Blue Chip'	5 GAL
MCS	4	Magic Carpet Japanese Spirea	Spiraea japonica 'Walburna'	18" HEIGHT
PP	1	Dwarf Mugo Pine	Pinus mugo pumilio	24" HEIGHT
PERENNIALS				
AM	10	Millenium Ornamental Onion	Allium x 'Millenium'	4" Pot
HK	10	Krossa Regal Hosta	Hosta x 'Krossa Regal'	24" HEIGHT
HS	5	Sum and Substance Hosta	Hosta x 'Sum and Substance'	CONT, 1 GAL

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FIRST FLOOR
0' - 0'

PROPOSED EAST ELEVATION

SCALE
1/8" = 1'-0"

2



FIRST FLOOR
0' - 0'

PROPOSED SOUTH ELEVATION

SCALE
1/8" = 1'-0"

1

LEGEND

MATERIAL PERCENTAGES

ELEVATION KEYED NOTES

ABBREVIATIONS:

B.O.T. BOTTOM OF CHORD TRUSS
T.O.T. TOP OF TRUSS
T.O.B. TOP OF BEAM
T.O.C.C. TOP OF CONCRETE CURB
T.O.D. TOP OF DECK
T.O.S. TOP OF SLAB
T.O.G.R. TOP OF GUARD RAIL
T.O.L.W. TOP OF LOW WALL
T.O.P. TOP OF PARAPET
T.O.R. TOP OF ROOF
T.O.M.D. TOP OF METAL DECK
T.O.C. TOP OF CANOPY
T.O.M. TOP OF MASONRY

TOTALS

23.6% 455 SF STOREFRONT/DOORS
14.6% 292 SF STONE VENEER
2.4% 560 SF SIDING
10.6% 354 SF STUCCO
14.2% 273 SF METAL PAINTED BLACK

SOUTH ELEVATION

26.1% 954 SF STOREFRONT/DOORS
17.1% 332 SF STONE VENEER
2.4% 526 SF SIDING
1.4% 258 SF STUCCO
13.8% 187 SF METAL PAINTED BLACK

EAST ELEVATION

17.7% 101 SF STOREFRONT/DOORS
8.7% 50 SF STONE VENEER
40.4% 234 SF SIDING
17.7% 101 SF STUCCO
15% 86 SF METAL PAINTED BLACK

601 TYP. METAL WALL COPING WITH FACTORY PREFINISHED PAINT
602 LINE OF ROOF BEYOND
604
605 TYPICAL ALUMINUM DOOR/WINDOW STOREFRONT SYSTEM WITH 1" THICK TINTED DUAL PANE ASSEMBLY.
PAINTED BLACK TO MATCH EXISTING, TEMPERED GLASS AS REQUIRED
612 STONE VENEER
613 SIDING
615 EXISTING VINYL SIDING
616 EXISTING BRICK
617 EXISTING WINDOW
618 EXISTING CAR PORT

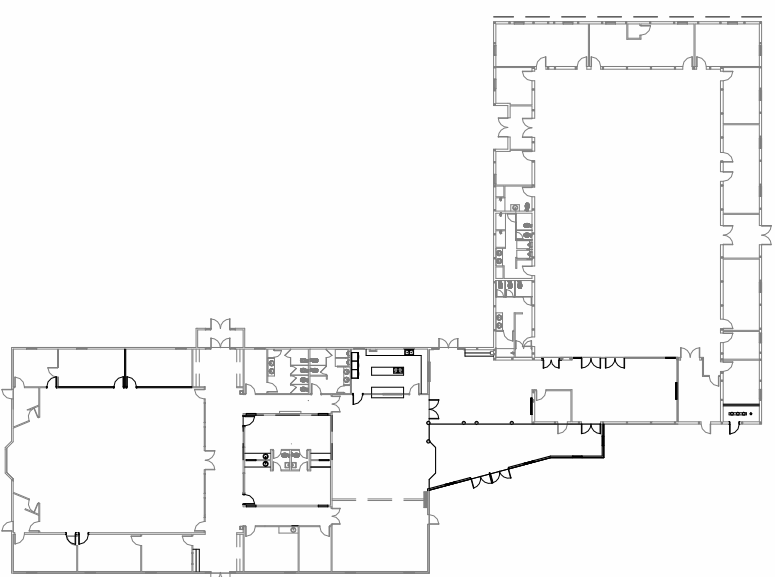


PROPOSED 3D VIEW

SCALE

3

KEY PLAN



MARANATHA BAPTIST CHURCH

877 SE 19TH ST., GRIMES, IA 50111

SOUTH AND EAST ELEVATIONS

DESIGN TEAM

Designed By DESIGNER
Drawn By TEAM
Checked By CHECKER
Approved By APPROVER

Project No. 24806

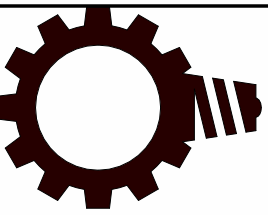
Date 11/22/24

Project Status
SCHEMATIC DESIGN

BLDG. RENOVATION &
PARKING ADDITION

Sheet No.

A6.1



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Architecture

www.visioneeringstudios.com
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CONSTRUCTION

Consultant

REVISIONS/SUBMITTALS

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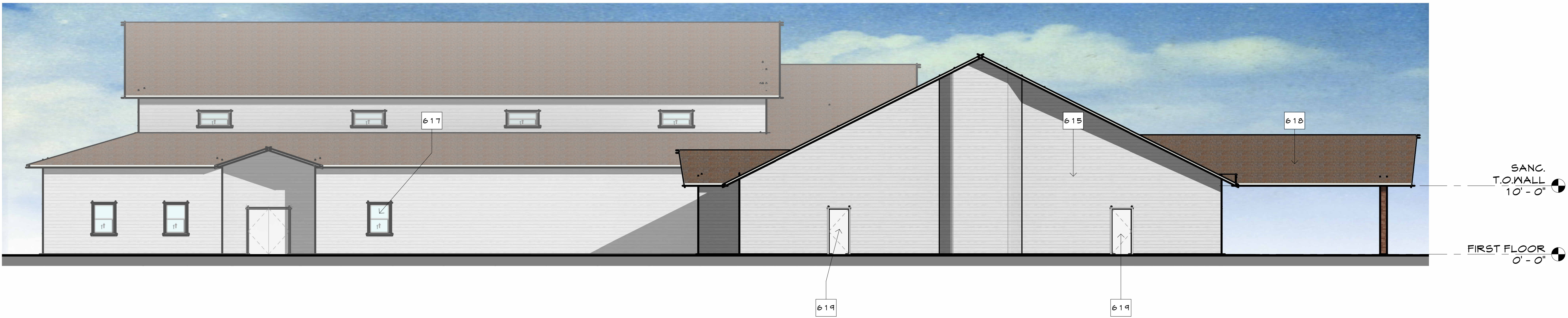
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PROPOSED NORTH ELEVATION

SCALE
1/8" = 1'-0"

4



PROPOSED WEST ELEVATION

SCALE
1/8" = 1'-0"

3

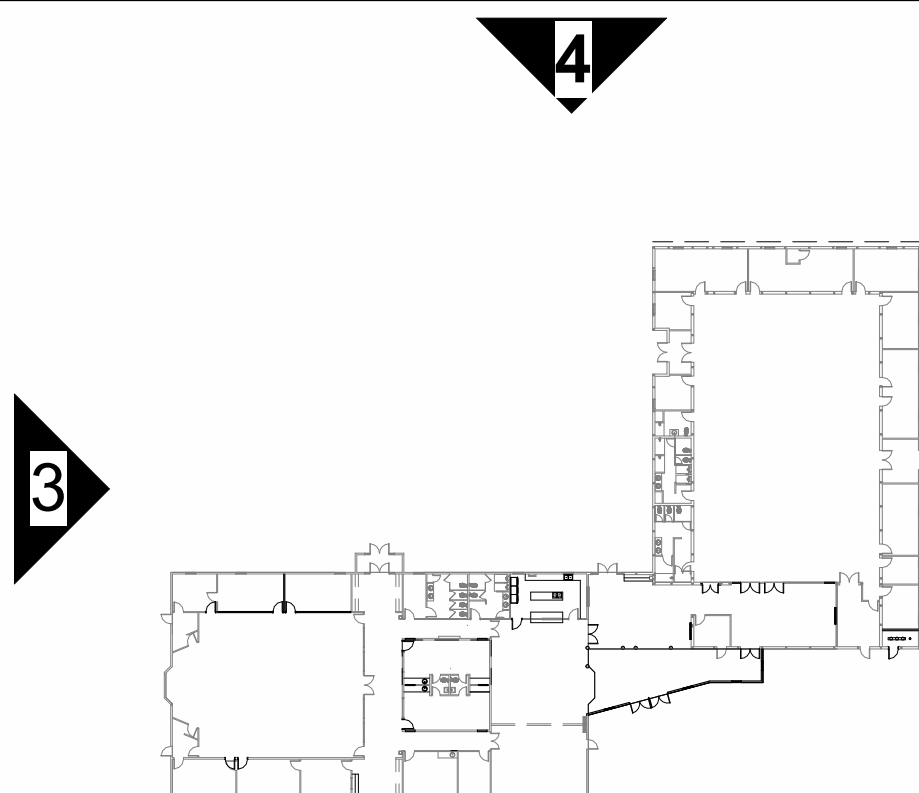
LEGEND

ABBREVIATIONS:
B.O.T. BOTTOM OF CHORD TRUSS
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T.O.M.D. TOP OF METAL DECK
T.O.C. TOP OF CANOPY
T.O.M. TOP OF MASONRY

ELEVATION KEYED NOTES

615 EXISTING VINYL SIDING
617 EXISTING WINDOW
618 EXISTING CAR PORT
619 EXISTING DOOR

KEY PLAN



MARANATHA BAPTIST CHURCH

877 SE 19TH ST., GRIMES, IA 50111

NORTH AND WEST ELEVATIONS

DESIGN TEAM

Designed By DESIGNER
Drawn By TEAM
Checked By CHECKER
Approved By APPROVER

Project No. 24806

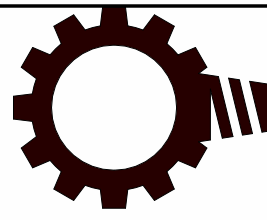
Date 11/22/24

Project Status
SCHEMATIC DESIGN

BLDG. RENOVATION &
PARKING ADDITION

Sheet No.

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DATE

December 5, 2024

PROJECT NAME

Summit Creek Church Site Plan

APPLICANT

Summit Creek Church

REQUESTED ACTION

Approval of site plan to construct a 27,216 sf building, a dumpster enclosure, and future site improvements such as a gazebo and shade canopy structure on the 6.45 acre property.

LOCATION

1800 S. James Street on the NE corner of SE 19th Street and S James Street.

ZONING

R-4 PUD; Transportation
Corridor Mixed Use Overlay

PLANNER

Alivia Hoodjer
ahoodjer@grimesiowa.gov
515-986-4050



Location Map



Zoning Map

Relation to Comprehensive & Neighborhood Plans

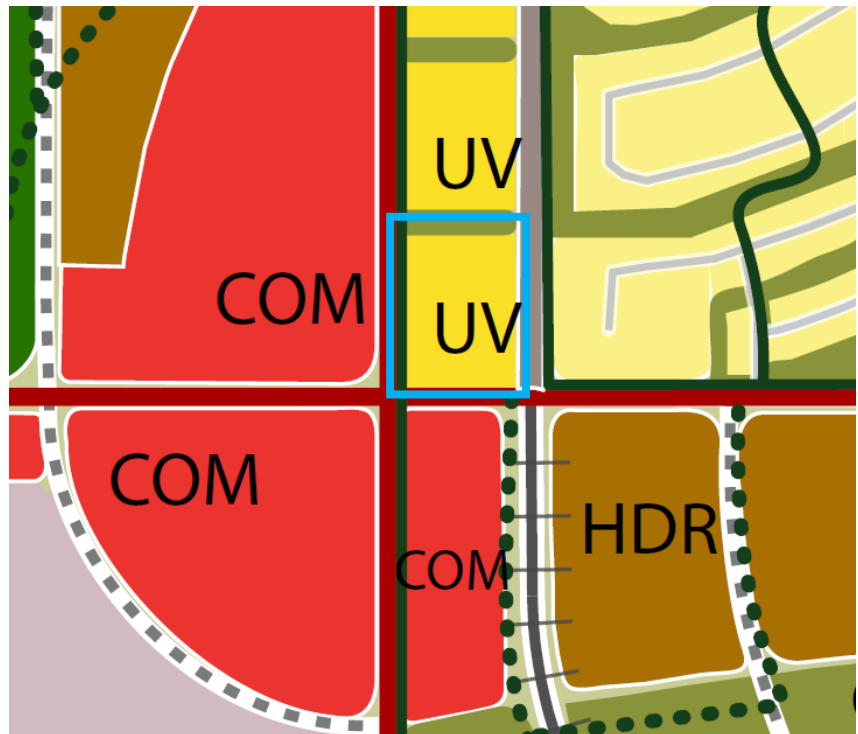
LAND USES & ZONING

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Mixed Use	R-4; Transportation Corridor Mixed Use Overlay
North	Vacant	Medium Density Residential	R-4; Transportation Corridor Mixed Use Overlay
South	Agriculture	General Commercial (COM)	A-1; Transportation Corridor Mixed Use Overlay
East	Existing Railroad Corridor and Single Family Residential	Railroad ROW and Low Density Residential (LDR)	Railroad Corridor; R-4—Meadowlark PUD
West	Agriculture	General Commercial (COM)	A-1; Transportation Corridor Mixed Use Overlay

PARKS

No parkland dedication is required as the site is a commercial use.

Per the South James development agreement, composed during the rezoning process of this area, designated the subject site as mixed use. The site use as a religious institution does comply with the standards set within the agreement.



Future Land Use Map

Relation to Studies & Legal

Legal

This site is subject to the South James Development Agreement.

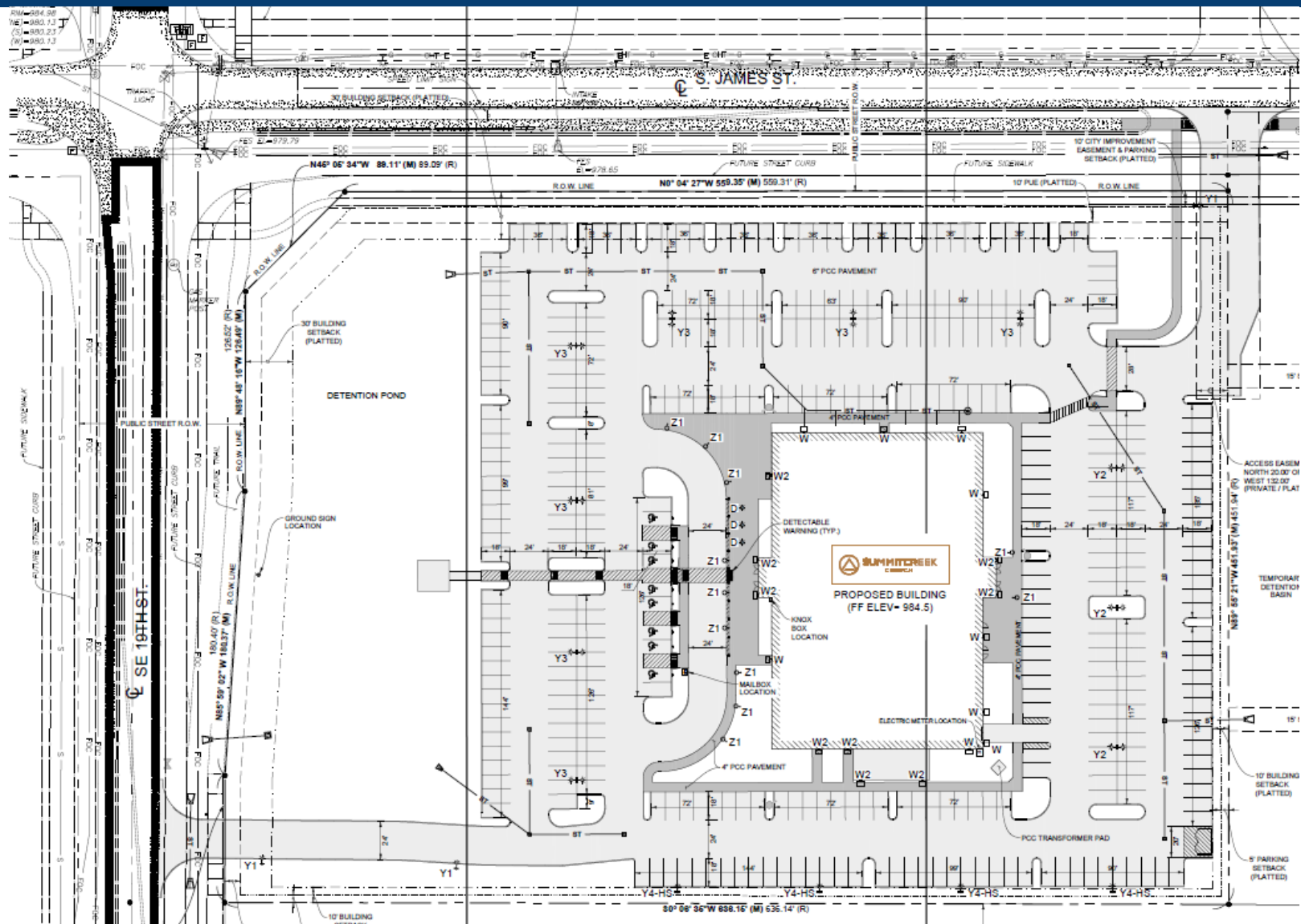
This site is within the 19th Street Sewer Connection Fee District and subject to the fees associated with the district.

Relation to Studies and City Projects

The applicant will pay for 8' of the SE 19th Street trail construction that is proposed within the City's SE 19th Street & South James Street reconstruction project as stated within the development agreement.

The applicant is not responsible for the reconstruction of sidewalk along S James that is proposed within the City's SE 19th Street & South James Street reconstruction project.

Site Layout



ACCESS

Site will have full access from S. James St and Right in/ Right out from SE 19th St. after the reconstruction of the intersection. The site will have full access at both access points prior to the reconstruction of SE 19th Street.

Construction of Summit Creek will overlap with the roadway reconstruction of SE 19th St and S James St.

LIGHTING

26 drive and parking lot lights are proposed in addition to wall pack lighting on the primary building. There is no light spillage onto neighboring properties.

Parking Calculation Table

Required	Proposed
1 per 3 auditorium seats (203 stalls)	387 parking stalls
ADA stalls: 8 with 2 stalls being van-accessible	1 loading stall
	8 ADA and van-accessible stalls

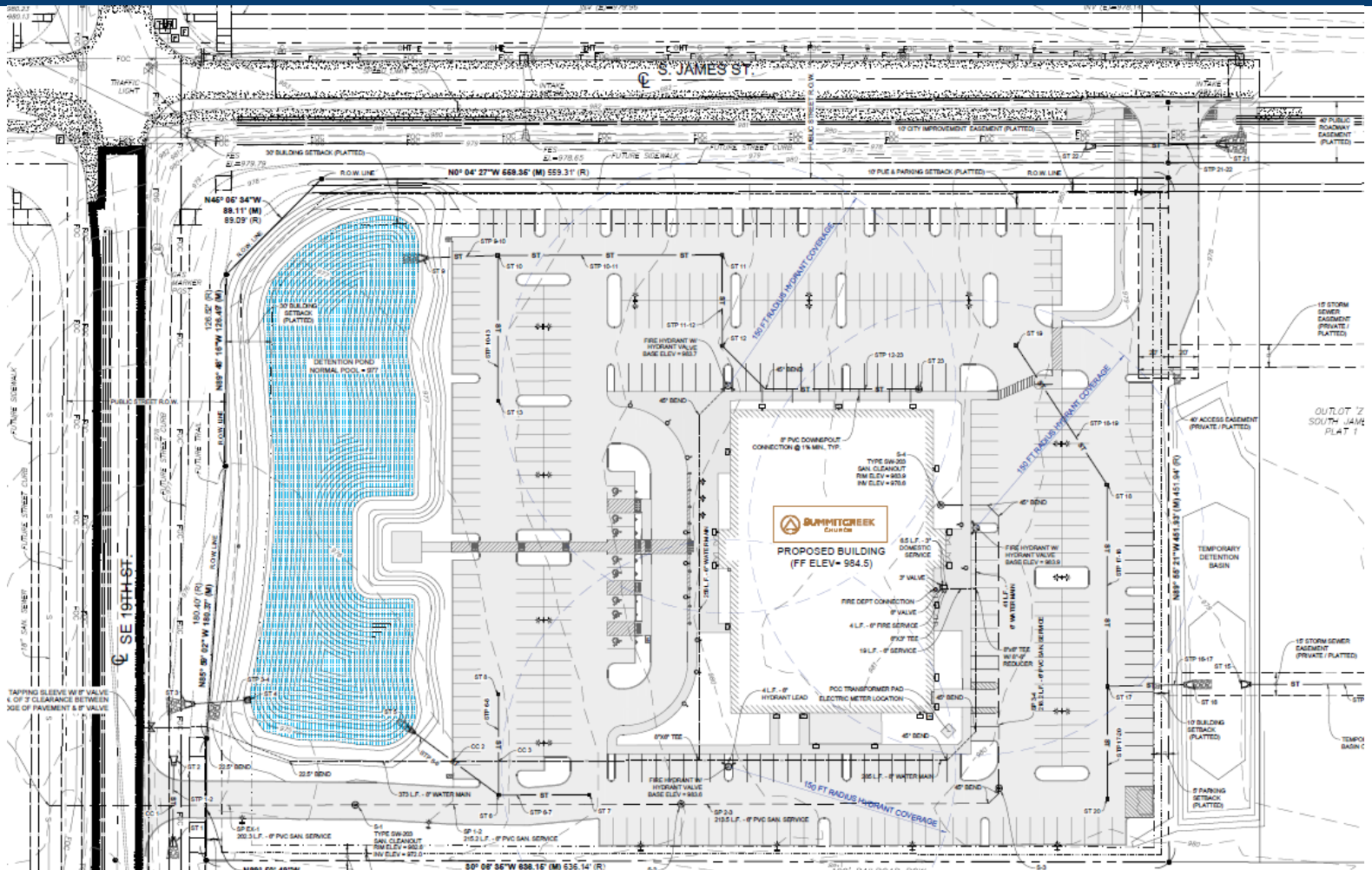
BUILDING SETBACKS:

Street frontage setback: 30 Ft.
East and North setbacks: 10 Ft.

Street frontage parking setback: 10 Ft.
All other parking setbacks: 5 Ft.

Max building height: 45 Ft

Utilities Plan



SANITARY

Sanitary line will extend on the North side of the primary building and continue South on site and connect to the existing service stub on the South side of SE 19th Street.

WATER

Water service will extend from the North side of the primary building and continue South on site to connect with the existing service on the North side of SE 19th Street.

STORM WATER

The storm lines on site will flow 2/3 of site stormwater into the detention basin on site that has a normal pool of 977. If there is overflow, the stormwater will flow out of the detention basin and flow overland East to existing City stormwater infrastructure. Once the City reconstruction project is completed for SE 19th and S James St, there will be stormwater infrastructure in which the site will flow through the future infrastructure.

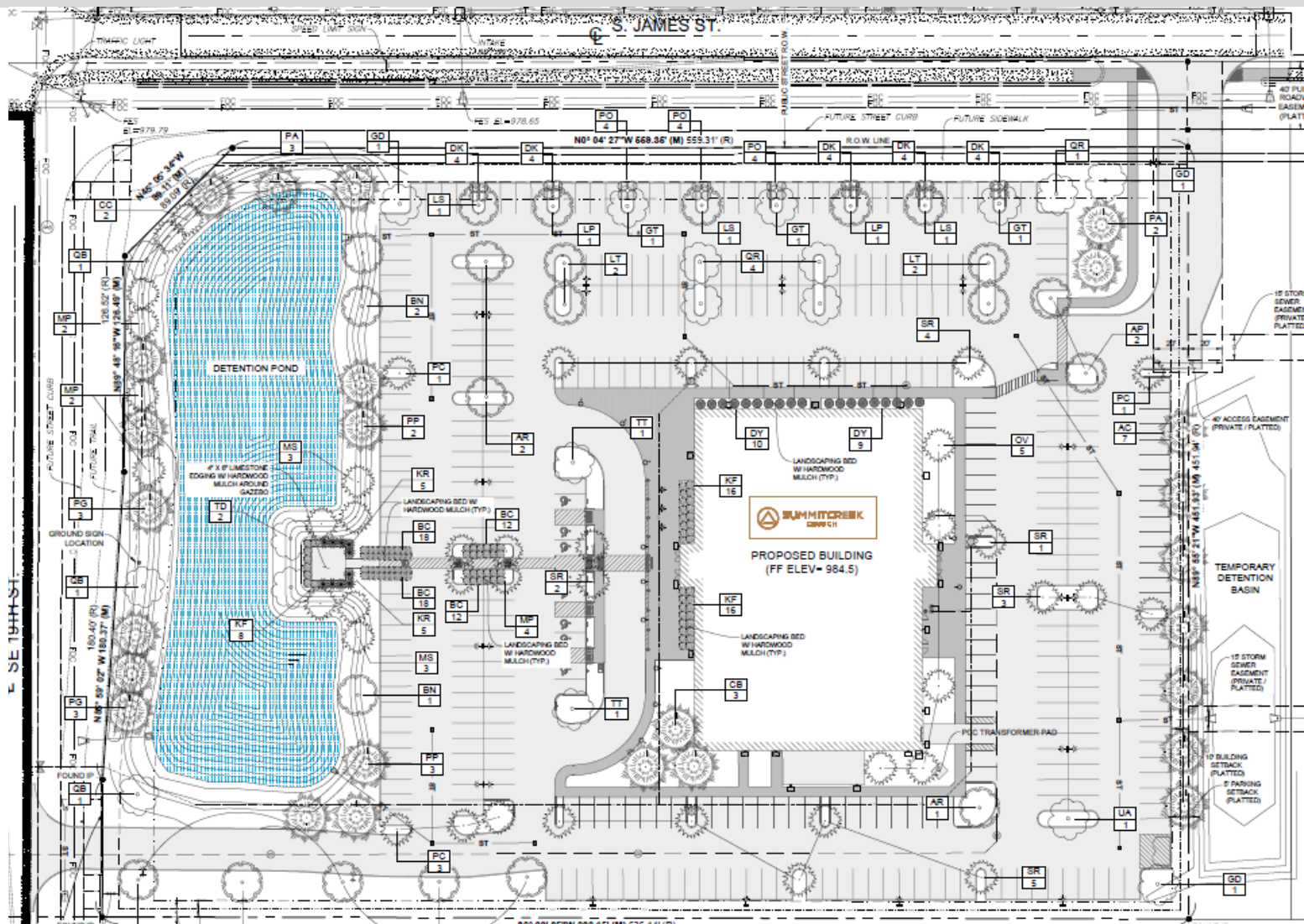
There is a temporary detention basin on the North side of the property with a storm structure to adequately provide detention for 1/3 of the site prior to the neighboring North development installing infrastructure. The water from this temporary detention area will discharge into the existing storm area on the South side of SE 11th Street. The owner of this site is in contact with the property owners to the North and the Northern property owners are consenting to the storm structures proposed on their property.

Landscaping Plan

LANDSCAPING

Landscaping on site meets the 1 overstory tree required for every 50 feet of the lot frontage and the open space planting requirements.

The plantings located within the site, around the detention pond, and sidewalk to the detention area increase the aesthetics of the site and provides a natural element to compliment the geography and primary building on site.



LANDSCAPING SCHEDULE				
QTY	KEY	SCIENTIFIC NAME	COMMON NAME	SIZE
OVERSTORY TREES				
AP	4	ACER PLATANOIDES	NORWAY MAPLE	2" B&B
AR	6	ACER RUBRUM 'FRANKS RED'	RED SUNSET MAPLE	2" B&B
BN	3	BETULA NIGRA	RIVER BIRCH	9' HT. CLUMP
GD	3	GYMNOCLADUS DIOICUS	KENTUCKY COFFEE TREE	2" B&B
GT	3	GLEDITSIA TRACATHOS 'INERMIS'	HONEY LOCUST	2" B&B
LP	2	PLATANUS X ACERIFOLIA	LONDON PLANETREE	2" B&B
LS	3	LIQUIDIMBAR STYRACAFLLUA	SWEET GUM	2" B&B
LT	4	LIRIODENDRON TULIPIFERA	TULIP TREE	2" B&B
QB	3	QUERCUS BICOLOR	SWAMP WHITE OAK	2" B&B
QR	5	QUERCUS RUBRA	NORTHERN RED OAK	2" B&B
TD	2	TAXODIUM DISTICHUM	BALD CYPRESS	2" B&B
TT	2	TILIA TOMENTOSA	SILVER LINDEN	2" B&B
UA	1	ULMUS AMERICANA 'VALLEY FORGE'	VALLEY FORGE ELM	2" B&B

UNDERSTORY TREES				
CC	2	CERCIS CANADENSIS	EASTERN REDBUD	6-8' B&B CLUMP
MP	8	MALUS X PRAIRIFIRE	PRAIRIFIRE CRABAPPLE	1.5" B&B
MS	6	MALUS 'SUTYZAM'	SUGAR TYME CRABAPPLE	1.5" B&B
OV	5	OSTRYA VIRGINIANA	AMERICAN HOPHORNBEAM	1.5" B&B
PC	5	PYRUS CALLERYANA 'CHANTICLEAR'	CHANTICLEAR PEAR	1.5" B&B
SR	15	SYRINGA RETICULATE 'IVORY SILK'	IVORY SILK JAPANESE LILAC	1.5" B&B
EVERGREEN TREES				
CB	3	PICEA PUNGENS 'FASTIGIATA'	COLUMNAR BLUE SPRUCE	6' B&B
PA	5	PICEA ABIES	NORWAY SPRUCE	6' B&B
PG	6	PICEA GLAUCA	BLACK HILLS SPRUCE	6' B&B
PP	5	PICEA PUNGENS	COLORADO BLUE SPRUCE	6' B&B
AC	7	ABIES CONCOLOR	CONCOLOR FIR	6' B&B

SHRUBS				
DK	20	SYRINGA MEYERI	DWARF KOREAN LILAC	#3 CONT.
DY	19	TAXUS X MEDIA 'DENSIFORMIS'	DENSE YEW	#3 CONT.
KR	10	ROSA RADRAZZ 'KNOCKOUT'	KNOCKOUT ROSE	#3 CONT.
PO	12	PHYSOCARPUS OPULLIFOLIUS 'DONNA MAY'	LITTLE DEVIL NINEBARK	#3 CONT.
GRASSES				
BC	60	BOULELOUA CURTIPENDULA	SIDE OATS GRAMA	#1 CONT.
KF	40	CALAMOGROSTIS ACUTIFLORA	KARL FOERSTER FEATHER REED GRASS	#1 CONT.

Architecture

MATERIAL KEY

INSULATED WALL PANEL - GREY/ CHARCOAL



Architectural

PAINTED BRICK - WHITE



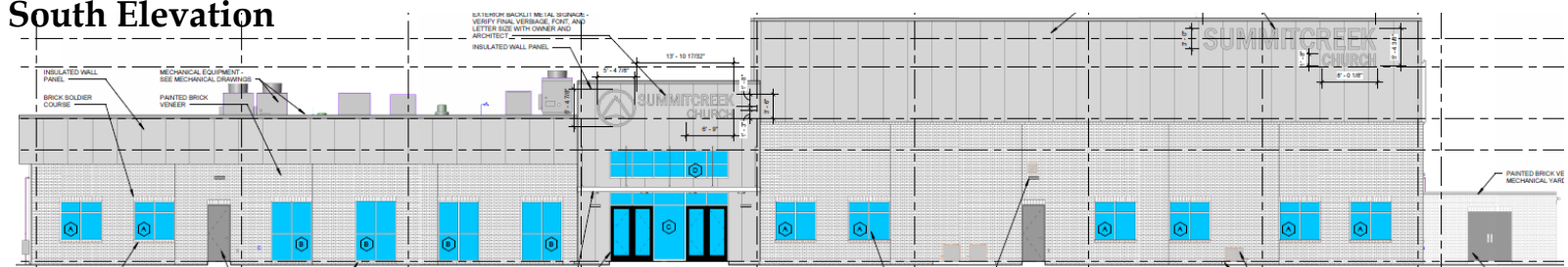
CANOPY - BLACK



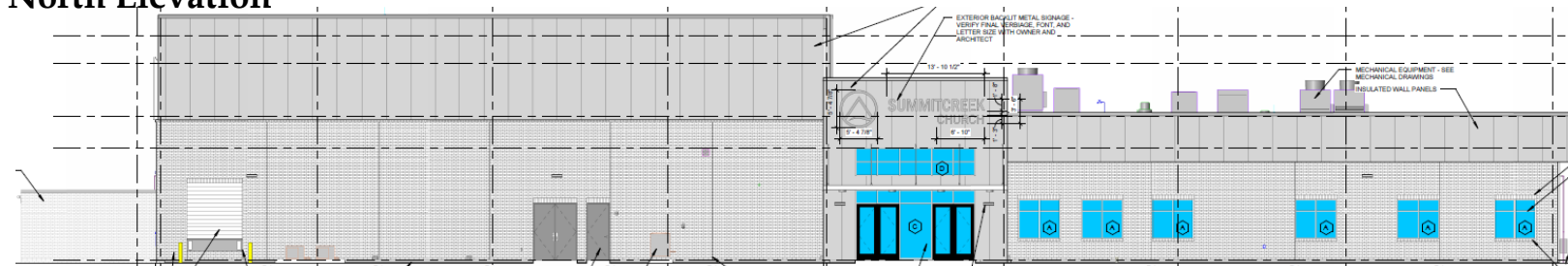
BUILDING & ELEVATIONS

The building will consist of painted brick and wall paneling materials along with many windows. Wall pack lighting will be added above the door entrances. There is a mechanical screening area on the East side of the building that is brick material that will enhance the site and match the masonry of the primary building. Roof mounted mechanical equipment will not be able to be seen from the frontage streets, as the units sit far enough back on the roof and have been analyzed with a site line analysis. The one remaining unit that is seen from S James Street is subject to remaining staff comments regarding adequate screening. The masonry requirement of 60% masonry for all facades has been satisfied.

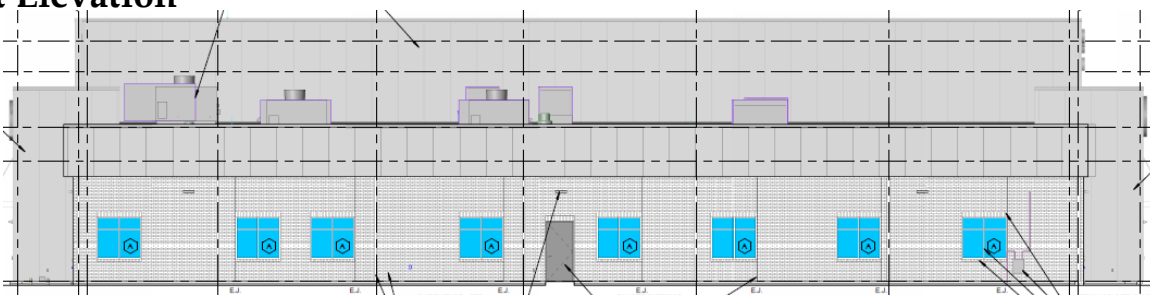
South Elevation



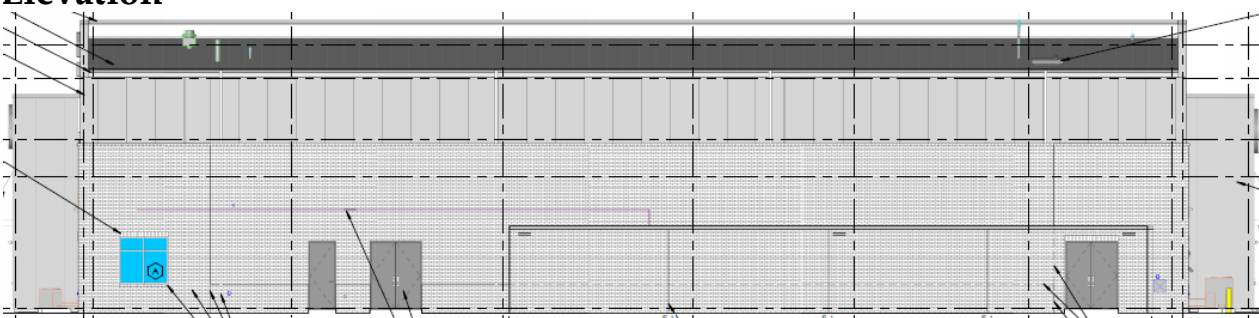
North Elevation



West Elevation



East Elevation



Architecture

DUMPSTER ENCLOSURE

The dumpster enclosure will have white brick veneer to match the primary building with opaque metal with a cedar wood veneer enclosure gates.

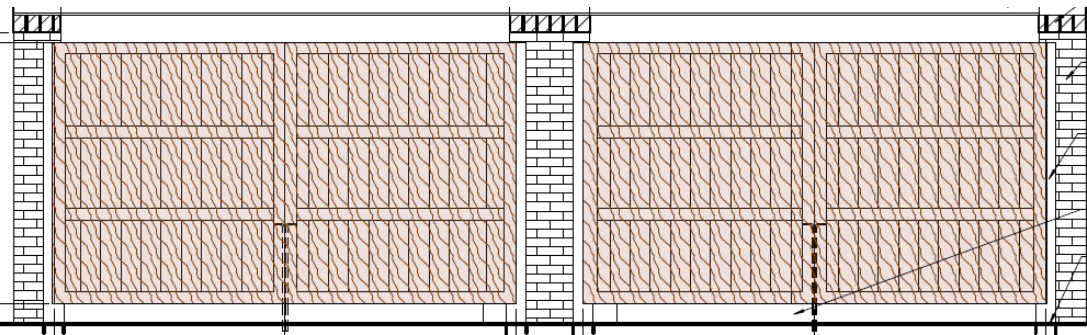
ACCESSORY SHADE STRUCTURE

The structure will be located near the South building entrance doors to provide a shaded, covered area. This is an alternate design element that is not confirmed to be constructed in time with the primary building. The materials and design are unknown at this point, but will need to be composed of materials that compliment the primary building. An accessory permit will be needed if the structure is not submitted with the building permit or built in time with the site and primary building. The recessed lights for this structure have been included in the lighting photometric plan and on the site plan.

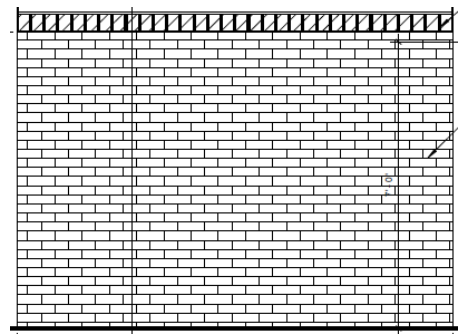
GAZEBO STRUCTURE

The gazebo structure will be located on the between the South parking lot and the Northern edge of the detention basin. The materials and design are unknown at this point, but will need to be composed of materials that compliment the primary building. An accessory permit will be needed if the structure is not submitted with the building permit or built in time with the site and primary building.

South Elevation (front of dumpster enclosure)



East and West Elevations (dumpster enclosure sides)



Sight line render from S James Street



Sight line render from SE 19th Street



Conclusion

STAFF RECOMMENDATION

Staff would recommend approval of the Summit Creek Church Site Plan subject to any remaining staff comments.

Conclusion

- Construction of a 27,216 sf building, a dumpster enclosure, and future site improvements such as a gazebo and shade canopy structure on the 6.45 acre property.
- The building will be composed of white painted brick and grey charcoal colored wall paneling materials and satisfies the 60% of all facades masonry requirement. The dumpster enclosure will have white brick veneer to match the primary building.
- Future site improvements such as the gazebo near the detention basin and the shade canopy near the South entrance to the building will have materials that compliment the primary building.
- Adequate landscaping throughout the site and around the detention basin satisfy the planting requirements and improve the natural elements of the site's aesthetics.
- Site is subject to the South James development agreement and the fees associated with the 19th Street Sewer Connection fee district.

SITE PLAN

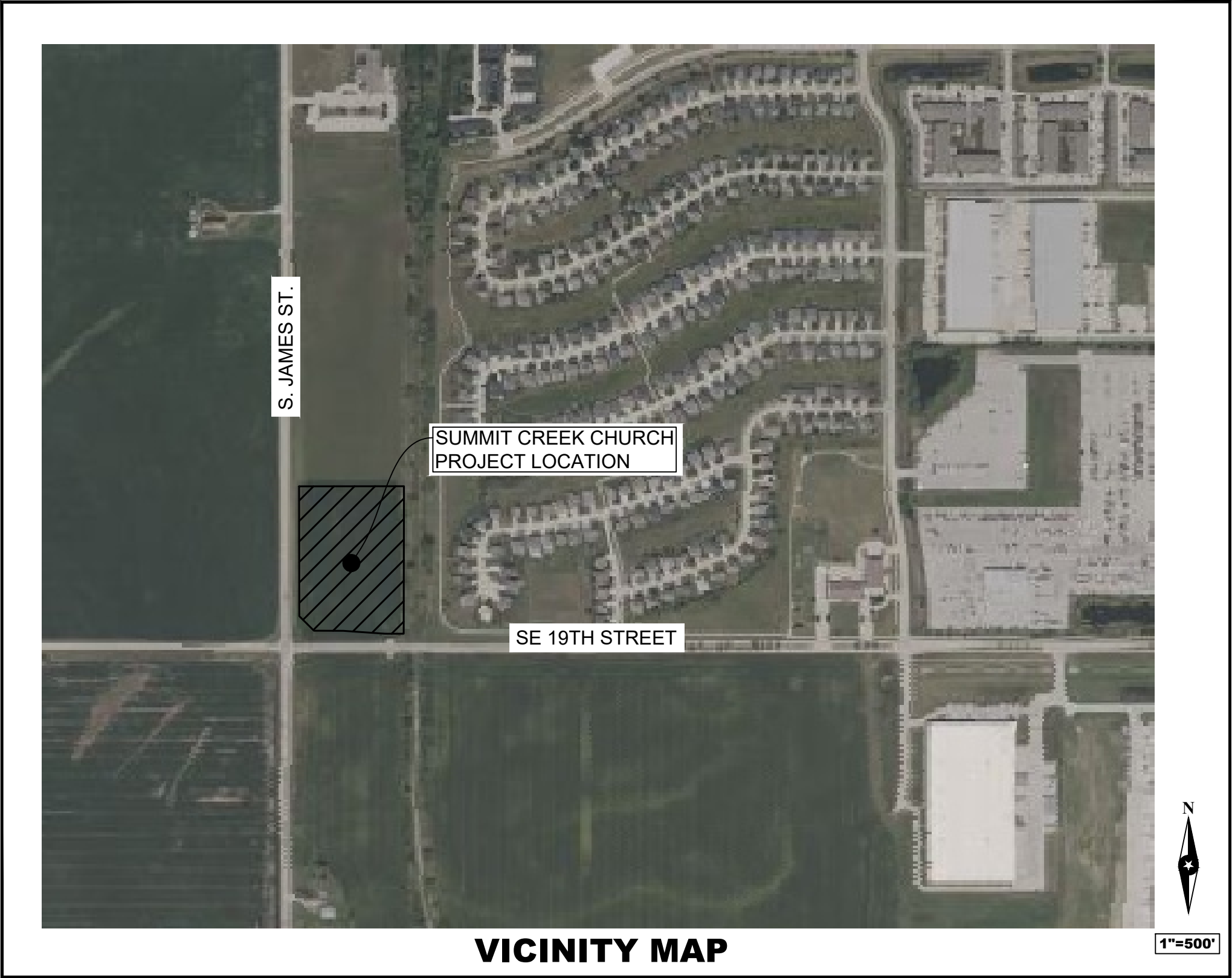
SUMMIT CREEK CHURCH

GRIMES, POLK COUNTY, IOWA

STANDARD LEGEND		
FOUND / EXISTING	SET / PROPOSED	
		CENTERLINE OF ROADWAY
		MAJOR CONTOUR W/ ELEVATION
		MINOR CONTOUR W/ ELEVATION
		PROPERTY LINE
		RIGHT-OF-WAY (ROW)
		BUILDING SETBACK LINE (BSL)
		PUBLIC UTILITY EASEMENT (PUE)
		SILT FENCE
		EXISTING FENCE LINE
		WATER MAIN
		SANITARY SEWER PIPE
		STORM SEWER PIPE
		UNDERGROUND ELECTRIC
		UNDERGROUND FIBER OPTICS
		UNDERGROUND TELEPHONE
		UNDERGROUND CABLE TELEVISION
		OVERHEAD ELECTRIC
		SANITARY SEWER SERVICE
		STORM SERVICE
		WATER SERVICE
		DOUBLE CURB INTAKE
		GRATE INTAKE
		STORM SEWER MANHOLE / CLEANOUT
		FLARED END SECTION (FES)
		SANITARY CLEANOUT
		SANITARY SEWER MANHOLE
		WATER VALVE
		FIRE HYDRANT (ASSEMBLY)
		SIGN
		GAS VALVE
		POWER POLE W/ LIGHT
		POWER POLE
		SERVICE STOP BOXES
		ELECTRICAL PEDESTAL / BOX
		TELEPHONE PEDESTAL
		DOWN GUY
		CABLE TELEVISION BOX
		BENCHMARK
		FIBER OPTICS BOX
		GRADE SPOT ELEVATION
		DETENTION POND
		FOREBAYS
		SHORELINE PROTECTION
		MODIFIED SOIL LAYER
		PUBLIC UTILITY EASEMENT
		PAVING
		SIDEWALK PAVING
	903	MPE (MINIMUM PROTECTION ELEVATION)

NOTES:

1. NOT ALL SYMBOLS AND LINES SHOWN IN THIS STANDARD LEGEND ARE UTILIZED WITHIN THIS SURVEY.



SURVEY CONTROL INFORMATION:

GENERAL INFORMATION
MEASUREMENT UNITS FOR THIS PROJECT ARE IN US SURVEY FEET. PROJECT DATUM AND CONTROL POINT INFORMATION WAS ESTABLISHED USING IOWA RTN REFERENCE STATIONS.

BENCH MARK (B.M.)
BURY BOLT ON HYDRANT
ELEVATION = 969.51
N: 609688.349 E: 1561679.208

HORIZONTAL CONTROL
THE PROJECT COORDINATE SYSTEM IS IOWA RTN, IA83-SF SOUTH ZONE, NAD83, NO. Trans.g2012au3 (U.S. SURVEY FEET). COORDINATES WERE DETERMINED BE AVERAGING THREE IA83-SF OBSERVATIONS WITH APPROPRIATE TIME SPANS BETWEEN. ADDITIONAL CONTROL POINTS WERE ESTABLISHED THROUGHOUT THE PROJECT LOCATION USING GNSS ROVER SETUP RELATIVE TO THE BENCH MARK

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C4	GRADING PLAN (OVERALL)
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PROJECT DESCRIPTION / INFORMATION:

PROJECT CONSISTS OF CONSTRUCTION OF A NEW CHURCH FACILITY, INCLUDING A 27,000 SF BLDG (32 FT HEIGHT), AND A 387 SPACE PARKING LOT. INGRESS/EGRESS WILL BE PROVIDED BY ONE DRIVEWAY CONNECTION TO SE 19TH ST AND ONE DRIVEWAY CONNECTION TO S JAMES ST.

WATER SERVICE WILL BE PROVIDED BY CONNECTING TO THE EXISTING 12" PUBLIC WATER MAIN LOCATED ALONG THE NORTH SIDE OF SE 19TH ST. SANITARY SERVICE WILL BE PROVIDED BY CONNECTING TO AN EXISTING STUB-OUT ALONG THE 18" PUBLIC SANITARY MAIN THAT RUNS ALONG THE SOUTH SIDE OF SE 19TH ST.

STORM WATER MANAGEMENT WILL BE PROVIDED WITHIN 2 AREAS:

A TEMPORARY DETENTION BASIN LOCATED JUST NORTH OF THE SUBJECT PROPERTY TO DETAIN STORM WATER FOR THE NORTH 1/3 OF THE SUBJECT PROPERTY, AND A PERMANENT DETENTION POND LOCATED ON THE SOUTH SIDE OF THE SUBJECT PROPERTY TO DETAIN STORM WATER FOR THE SOUTH 2/3 OF THE SUBJECT PROPERTY.

PER ORDINANCE, THE REQUIRED PARKING FOR A CHURCH FACILITY IS 1 SPACE PER 3 AUDITORIUM SEATS. THE PROPOSED CHURCH WILL INCLUDE A 610-SEAT AUDITORIUM, WHICH WOULD REQUIRE 203 PARKING SPACES. THE PARKING PROVIDED = 387 SPACES. ONE LOADING SPACE IS ALSO PROVIDED.

THE ADA REQUIREMENT FOR ACCESSIBLE PARKING SPACES IS 8 SPACES WHEN THE TOTAL SPACES PROVIDED IS FROM 301 TO 400. WITH A TOTAL OF 387 PARKING SPACES PROVIDED, 8 ACCESSIBLE PARKING SPACES WOULD BE REQUIRED, OF WHICH 2 WOULD BE REQUIRED TO BE VAN ACCESSIBLE.

8 ACCESSIBLE PARKING SPACES ARE PROVIDED, AND ALL ARE VAN ACCESSIBLE.

PER ORDINANCE, THE REQUIRED OPEN SPACE IS 20%. WITH THE LOT SIZE BEING 281,049 SF, THE REQUIRED OPEN SPACE WOULD BE 56,207 SF.

BLDG = 27,216 SF
PAVED AREAS = 150,742 SF
OPEN SPACE = 103,091 SF (36.7%)

BULK REGULATIONS:

S JAMES ST AND SE 19TH ST BLDG SETBACK = 30 FT
EAST AND NORTH PROPERTY LINE BLDG SETBACK = 10 FT

S JAMES ST AND SE 19TH ST PARKING SETBACK = 10 FT
ALL OTHER PARKING SETBACKS = 5 FT

MAX. BLDG HEIGHT = 45 FT

NOTE: SETBACKS ARE DERIVED FROM THE SOUTH JAMES PLAT 1 FINAL PLAT.

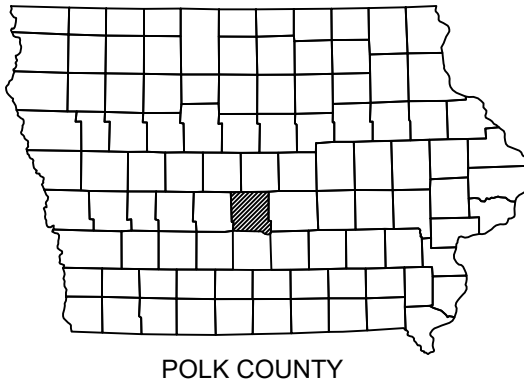
CONSTRUCTION SCHEDULE:

GRADING: FALL 2024
UTILITIES: SPRING 2025
PARKING LOT: SPRING 2025
BUILDING: SUMMER 2025

UTILITIES:

ELECTRIC: MIDAMERICAN ENERGY
GAS: BLACK HILLS ENERGY
SANITARY (PUBLIC): CITY OF GRIMES
STREETS & STORM (PUBLIC): CITY OF GRIMES
WATER: CITY OF GRIMES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF IOWA SUDAS & THE CITY OF GRIMES SUPPLEMENT SPECIFICATIONS.



PROJECT INFORMATION:

THIS CONSTRUCTION DRAWING PLAN SET WAS ORIGINALLY SETUP FOR AND PRINTED ON 22"X34" PAPER. BAR SCALES ARE PROVIDED ON PLAN SHEETS FOR VERIFICATION - ALWAYS CHECK AGAINST BAR SCALE.

ABACI PROJECT NO.: 24010

REFERENCE STATEMENT:

THIS SURVEY/ENGINEERING DOCUMENT WAS PREPARED FOR USE ON THIS PROJECT IN ACCORDANCE WITH THE CLIENT'S SCOPE OF WORK REQUIREMENTS. ABACI CONSULTING, INC. ASSUMES NO RESPONSIBILITY OR LIABILITY (CONSEQUENTIAL OR OTHERWISE) FOR ANY USE OF THIS DRAWING (OR ANY PART THEREOF) EXCEPT IN ACCORDANCE WITH THE TERMS OF SAID SCOPE OF WORK REQUIREMENTS.

UTILITIES SHOWN FOR REFERENCE ONLY. IOWA LAW REQUIRES AT LEAST 48 HOURS ADVANCE NOTICE BEFORE EXCAVATION BEGINS. NOTIFY IOWA ONE-CALL SERVICE PHONE 1-800-292-8989. ADDITIONALLY, THE CONTRACTOR SHALL ALSO NOTIFY THE OWNER AT LEAST 48 HOURS PRIOR TO STARTING CONSTRUCTION AND HAVE ANY AND ALL PRIVATE UTILITIES LOCATED.

ENGINEER/SURVEYOR:

GRIMES OFFICE:
3000 SE GRIMES BLVD - SUITE 800
GRIMES, IOWA 50111
PH: (515) 986-5048
FAX: (515) 986-0588

PROJECT MANAGER: DAN DeCAMP
EMAIL: dandecamp@abaciconsulting.com

SURVEY COORDINATOR: MERLIN DAVIS
MOBILE: (515) 447-5755
EMAIL: merlind@abaciconsulting.com
MINIMUM NOTICE OF THREE (3) BUSINESS DAYS FOR ANY CONSTRUCTION STAKING

PROJECT ADDRESS:

1801 S. JAMES ST.

LEGAL DESCRIPTION:

LOT 1 OF SOUTH JAMES PLAT 1,
OFFICIAL PLAT, CITY OF GRIMES, POLK
COUNTY, IOWA. SAID PARCEL
CONTAINS 6.45 ACRES.

PROPERTY ZONING:

PUD (R-4) & TRANSPORTATION
CORRIDOR OVERLAY ZONE

FUTURE LAND USE:

URBAN VILLAGE (UV)

PROJECT OWNER:

SUMMIT CREEK CHURCH
4446 NW 128th ST.
URBANDALE, IA 50323

CONTACT:
JONATHAN PALMER
515-207-9551
INFO@SUMMITCREEK.COM

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

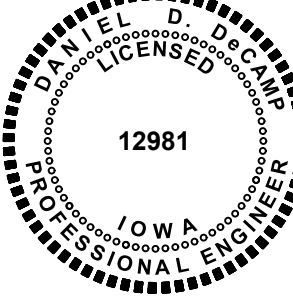
PRELIMINARY

MM/DD/YYYY

SIGNATURE DANIEL D. DeCAMP DATE

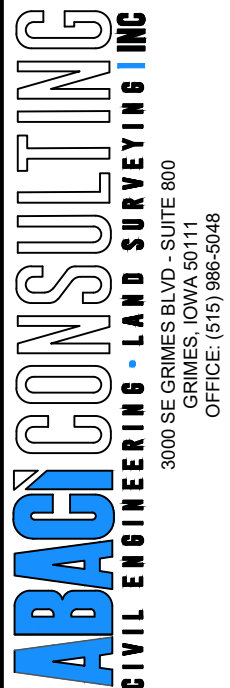
PRINTED OR TYPED NAME:
IOWA LICENSE NO. 12981
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025

ALL SHEETS, EXCLUDING LANDSCAPING PLAN
PAGES COVERED BY THIS SEAL:



PROJECT NO:	24010
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DESIGNED/REVIEWED BY:	
DRAWN BY:	
PLOT DATE:	

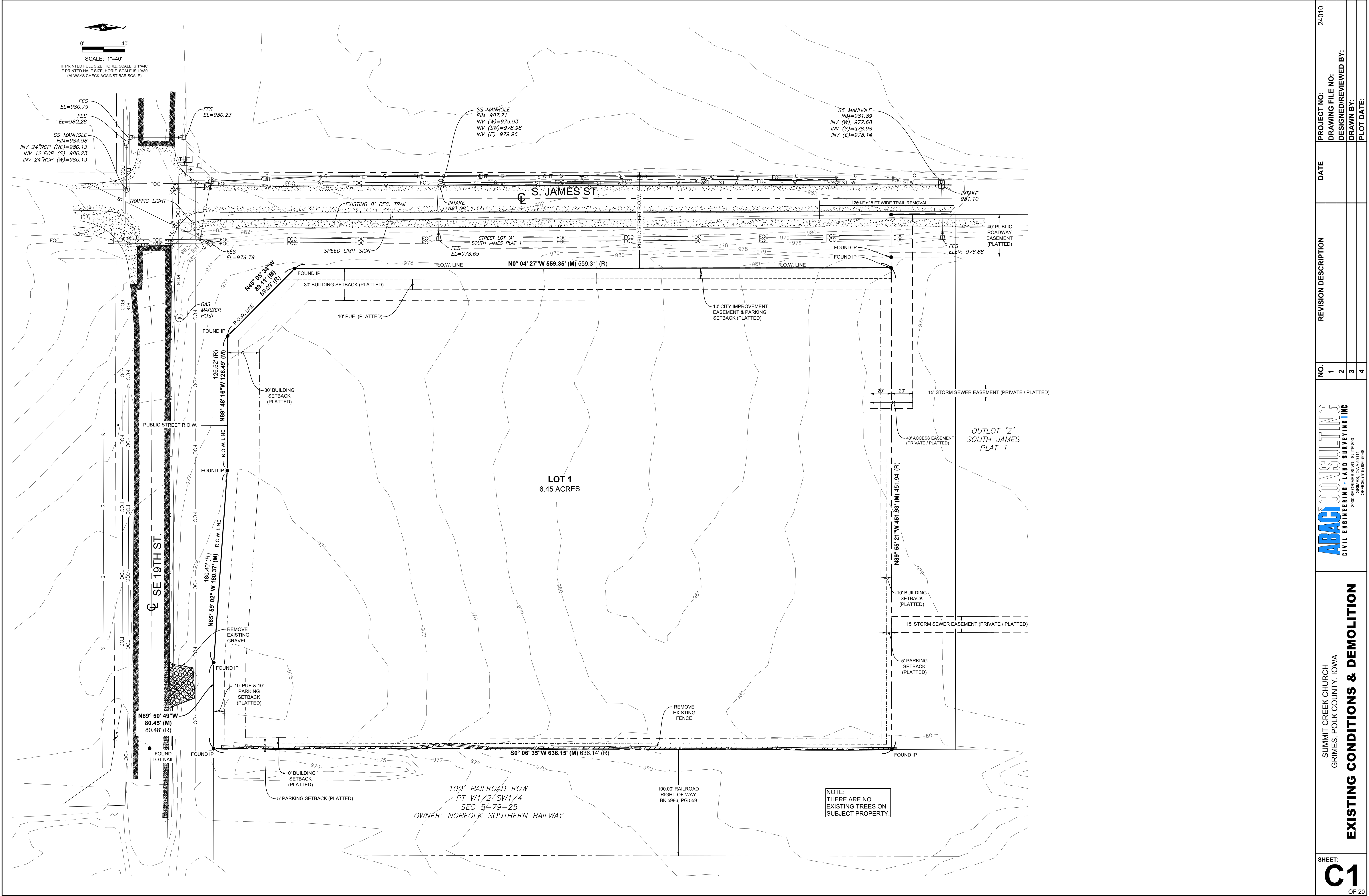
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SUMMIT CREEK CHURCH
GRIMES, POLK COUNTY, IOWA

TITLE SHEET

SHEET:
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OF 20



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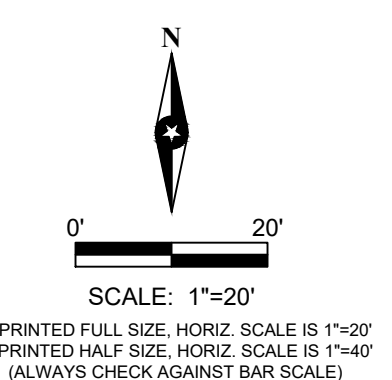
ABAC CONSULTING
CIVIL ENGINEERING - LAND SURVEYING INC.
3000 SE GRIMES BLVD., SUITE 600
OFFICE: 615.986.5448

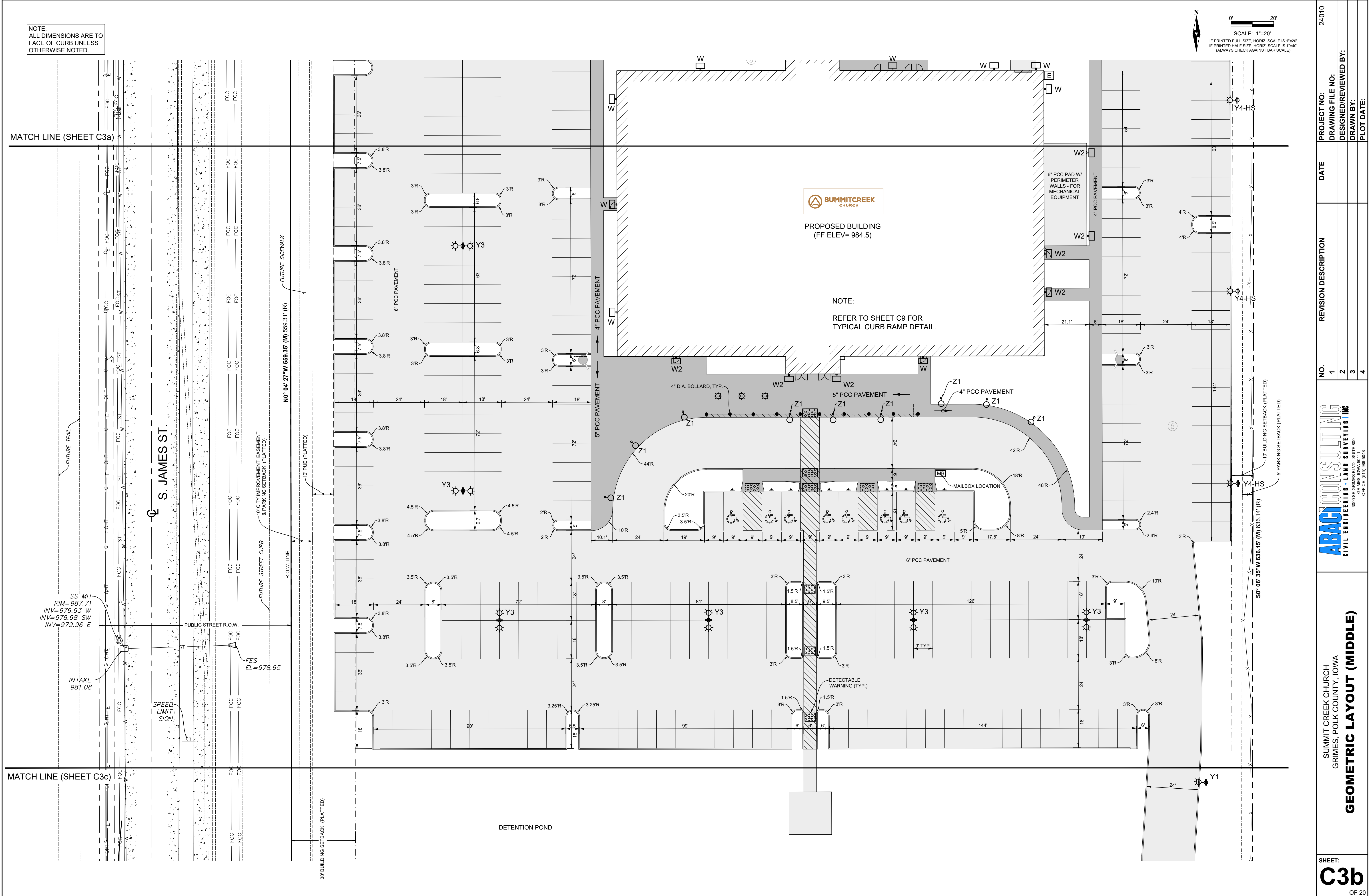
SUMMIT CREEK CHURCH
GRIMES, POLK COUNTY, IOWA

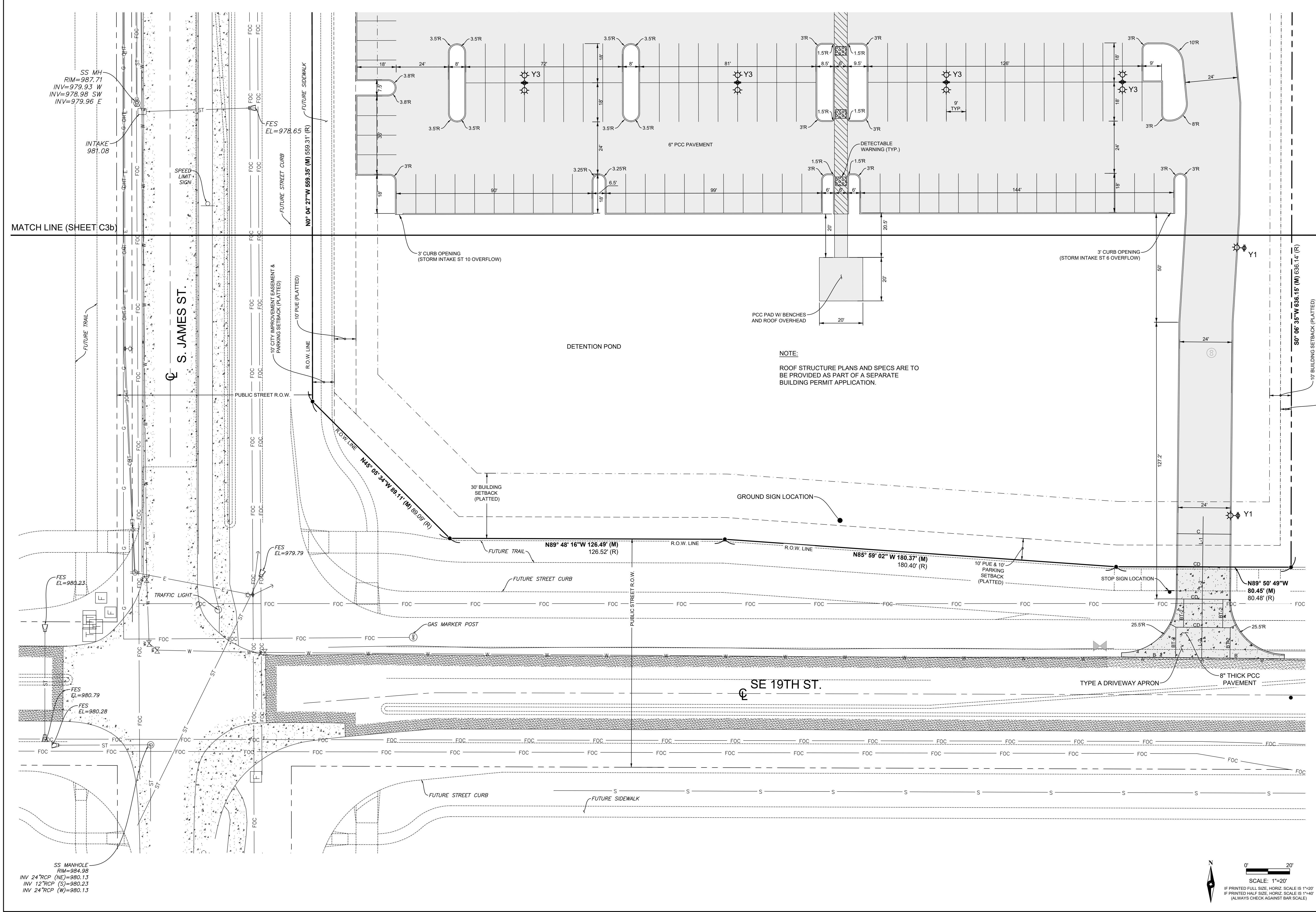
EXISTING CONDITIONS & DEMOLITION

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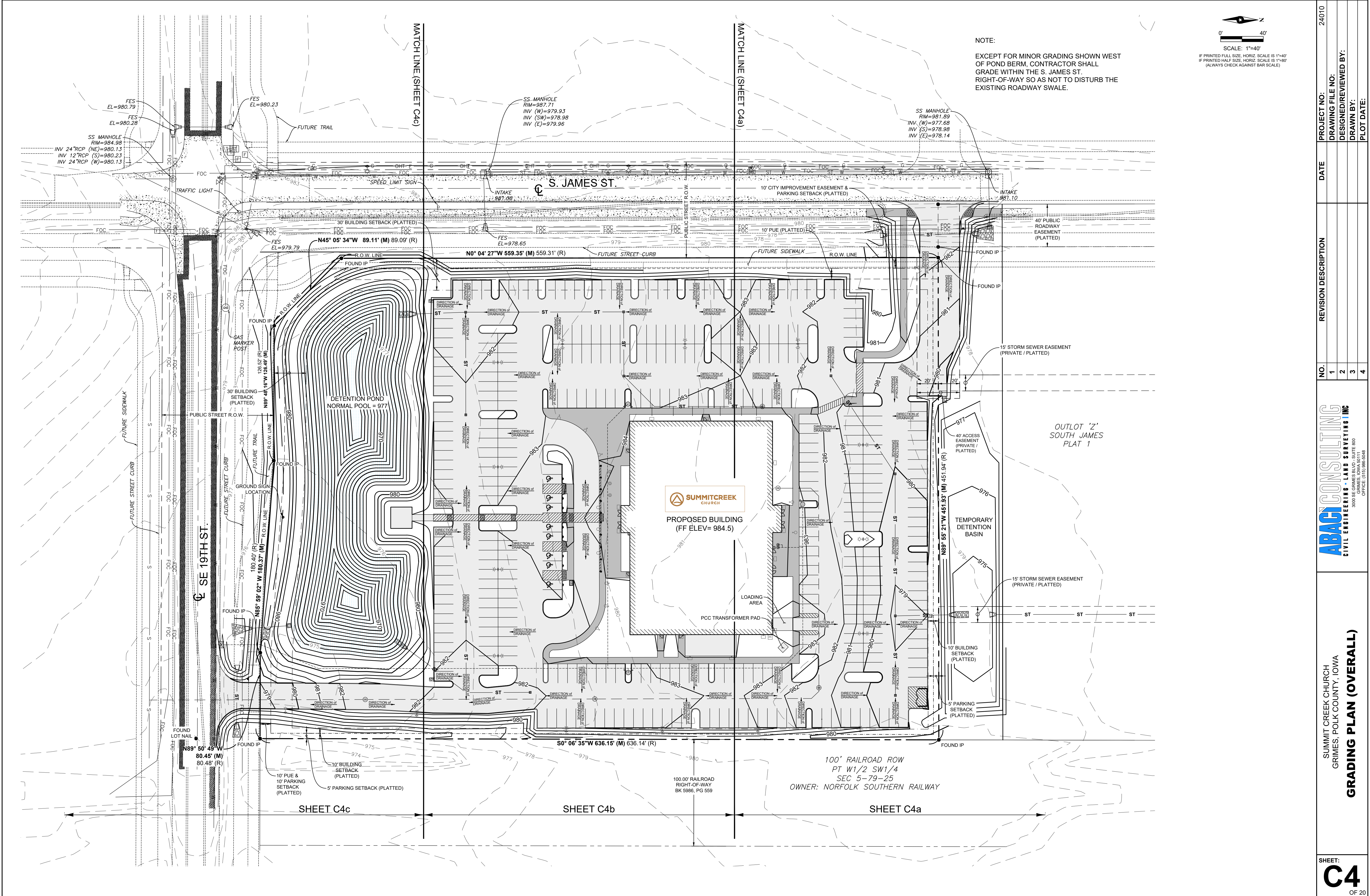


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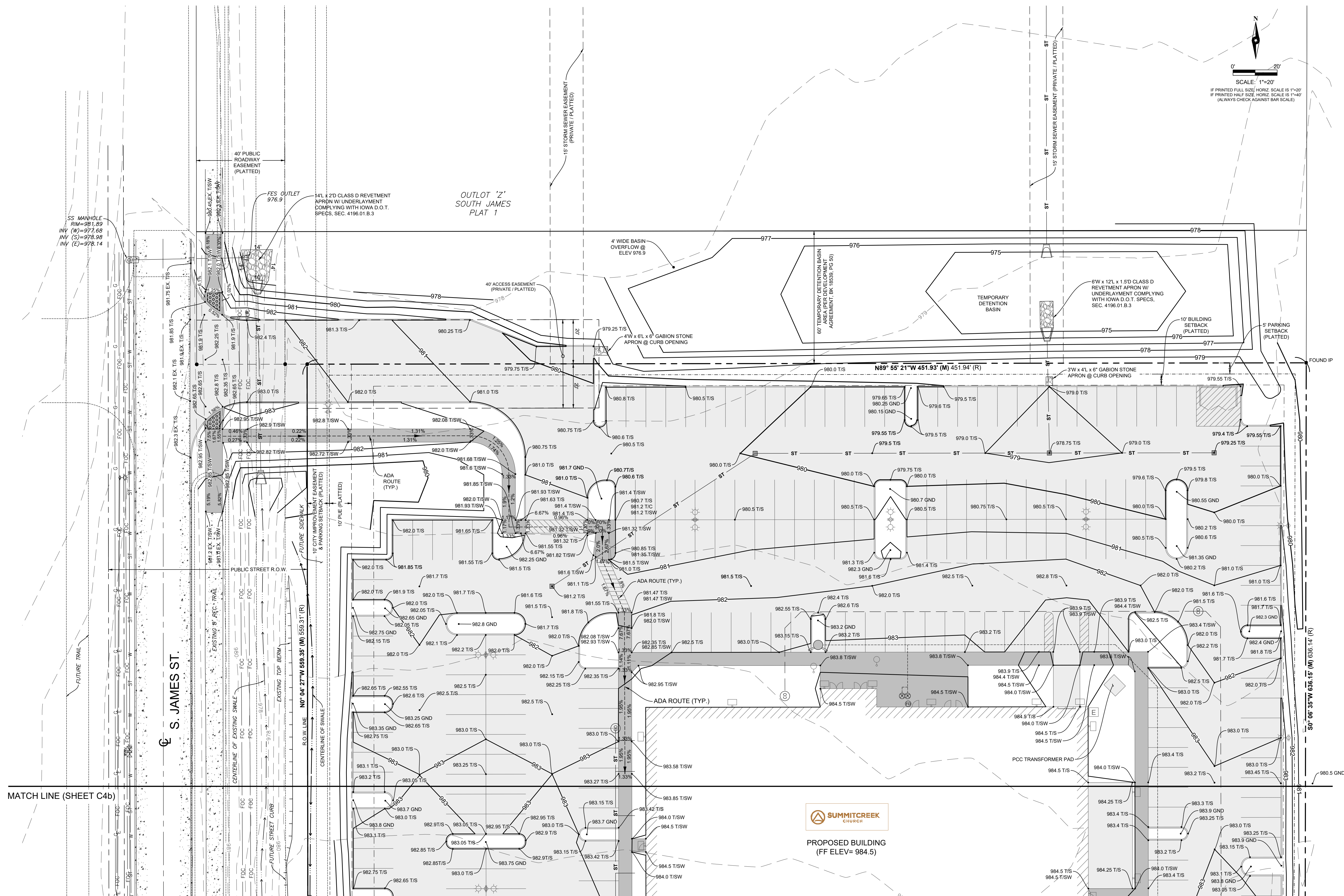




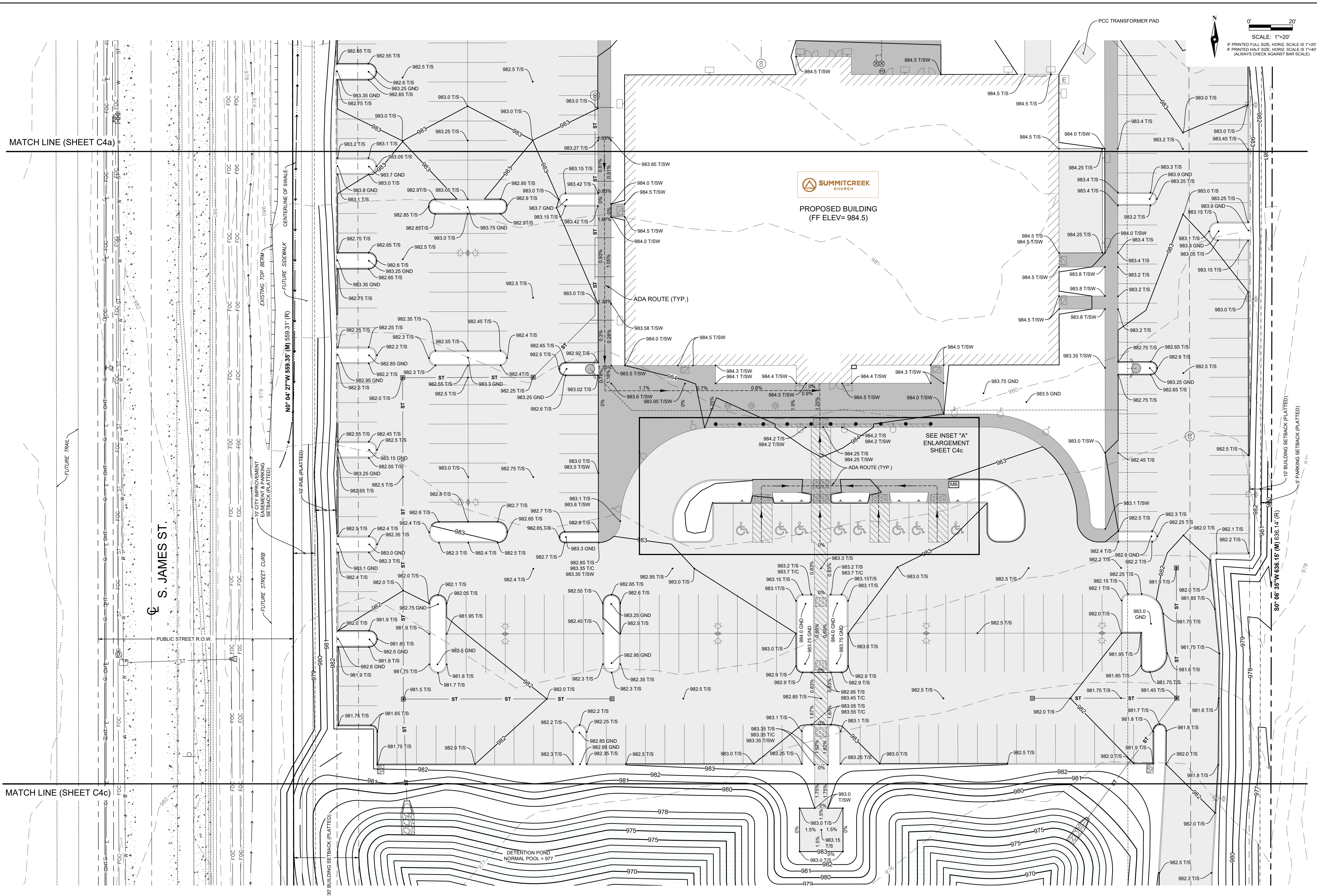
ABACI CONSULTING CIVIL ENGINEERING • LAND SURVEYING INC 3000 SE JAMES BLVD. • SUITE 600 OFFICE: 615.986.5448	PROJECT NO:	24010	
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SUMMIT CREEK CHURCH GRIMES, POLK COUNTY, IOWA		GEOMETRIC LAYOUT (SOUTH)	
SHEET:		C3c	
OF 20			

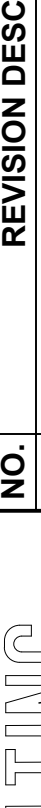


PROJECT NO.	DATE	REVISION DESCRIPTION	NO.	ABACI CONSULTING CIVIL ENGINEERING • LAND SURVEYING INC. 3000 SE JAMES BLVD. • SUITE 800 OFFICE: 615.985.5448	SUMMIT CREEK CHURCH GRIMES, POLK COUNTY, IOWA	SHEET: C4 OF 20
24010		DRAWING FILE NO.	1			
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		DRAWN BY:	3			
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GRADING PLAN (OVERALL)						



SHEET: C4a OF 22	SUMMIT CREEK CHURCH GRIMES, POLK COUNTY, IOWA GRADING PLAN (NORTH)	 CIVIL ENGINEERING • LAND SURVEYING INC 3000 SE GRIMES BLVD. SUITE 800 GRIMES, IOWA 50111 OFFICE (515) 996-5048	NO.	REVISION DESCRIPTION	DATE	PROJECT NO:	24010
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SHEET: C4b OF 24	SUMMIT CREEK CHURCH GRIMES, POLK COUNTY, IOWA GRADING PLAN (MIDDLE)	 ABAG CONSULTING CIVIL ENGINEERING • LAND SURVEYING INC. 3000 SE GRIMES BLVD. - SUITE 800 GRIMES, IOWA 50111 OFFICE: (515) 996-5048	NO.	REVISION DESCRIPTION	DATE	PROJECT NO:	24010
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NOTICE:
ALL CONTRACTORS AND SUB-CONTRACTORS MUST SIGN THE NPDES CERTIFICATION STATEMENT PRIOR TO PERFORMING ANY WORK ON SITE. BY SIGNING THE CERTIFICATION STATEMENT, THE CONTRACTOR AND/OR SUBCONTRACTOR AGREES TO BECOME A CO-PERMITTEE WITH THE OWNER AND OTHER CO-PERMITTEES. AS A CO-PERMITTEE, YOU AND YOUR COMPANY ARE LEGALLY REQUIRED UNDER THE CLEAN WATER ACT AND THE CODE OF IOWA TO ENSURE COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE STORM WATER POLLUTION PREVENTION PLAN DEVELOPED UNDER THE NPDES PERMIT. SIGNIFICANT PENALTIES MAY BE IMPOSED BY THE EPA AND/OR THE IDNR SHOULD A PERMITTEE OR CO-PERMITTEE VIOLATE NPDES PERMIT REQUIREMENTS.

DITCH CHECK/CHECK DAM SPACING		
SWALE/DITCH GRADE	DESIGN HORIZ. INTERVAL	ACTUAL HORIZ. INTERVAL
1% TO 2%	200 FEET TO 100 FEET	150 FEET (MAXIMUM)
2% TO 4%	100 FEET TO 50 FEET	75 FEET (MAXIMUM)
4% TO 6%	50 FEET TO 33.5 FEET	40 FEET (MAXIMUM)
OVER 6%	(2 FEET) / (SLOPE, FT/FT)	25 FEET (MAXIMUM)

SILT FENCE SPACING IN SWALE	
SWALE GRADE	HORIZONTAL INTERVAL
1% TO 2%	150 FEET (MAXIMUM)
2% TO 4%	75 FEET (MAXIMUM)
4% TO 6%	40 FEET (MAXIMUM)
OVER 6%	25 FEET (MAXIMUM)

SILT FENCE SPACING ON SLOPES	
SLOPE	HORIZONTAL INTERVAL
≤ 10:1 (10%)	100 FEET (MAXIMUM)
5:1 (20%)	160 FEET (MAXIMUM)
4:1 (25%)	50 FEET (MAXIMUM)
3:1 (33.3%)	40 FEET (MAXIMUM)

TABLE OF QUANTITIES*		
ITEM	TEMPORARY	PERMANENT
SILT FENCE/WATTLE	3,120 FEET	
ROLLED EROSION CONTROL PRODUCT	49,200 SQ. FT.	
STOCKPILE PERIMETER	220 FEET	
INLET PROTECTION	15 EA	
ROCK STABILIZATION	30 CU. YD.	12 CU. YD.
SOD/SEEDING		92,100 SQ. FT.

*PRELIMINARY ONLY
PROPOSED SITE SURFACE COMPOSITION
TOTAL SITE AREA 6.45 ACRES

TOTAL BUILDING AREA 27,216 SF
TOTAL PAVEMENT AREA 153,100 SF
TOTAL IMPERVIOUS AREA 180,316 SF

TOTAL OPEN SPACE AREA 2.31 ACRES
OPEN SPACE PROVISION % 36%

PLACE SILT FENCE OR FILTER SOCK AROUND STORM INTAKE AND/OR STRUCTURE AFTER CONSTRUCTED. PLACE BELOW GRADE INLET PROTECTION FOR ALL STORM STRUCTURES WITHIN PUBLIC STREETS OR RIGHT-OF-WAY ONCE PAVING IS COMPLETED.

POST CONSTRUCTION CONDITIONS
CURVE NUMBER: 88
RUNOFF COEFFICIENT: 0.81

NOTE: FOR GRADED AREAS WHERE SLOPE IS 3:1 OR GREATER, CONTRACTOR SHALL PROVIDE NORTH AMERICAN GREEN S150 ROLLED EROSION CONTROL PRODUCT (RECP) OR EQUIVALENT. THIS MEETS OR EXCEEDS IOWA SUDAS, SEC 7E-5. CONTRACTORS SHALL INSTALL 'RECP' PER IOWA SUDAS SPECIFICATIONS, SEC 9040-2.05 & 9040-3.08.

EROSION CONTROL LEGEND

SILT FENCINGSF

CHECK DAM

INLET PROTECTION

OUTLET PROTECTION

GUTTER BUDDY

FLOW DIRECTION ARROWS

ROLLED EROSION CONTROL PRODUCT

Kent Johnson

SWPPP MANAGER (PRINT NAME)

ABSOLUTE GROUP

COMPANY

DATES

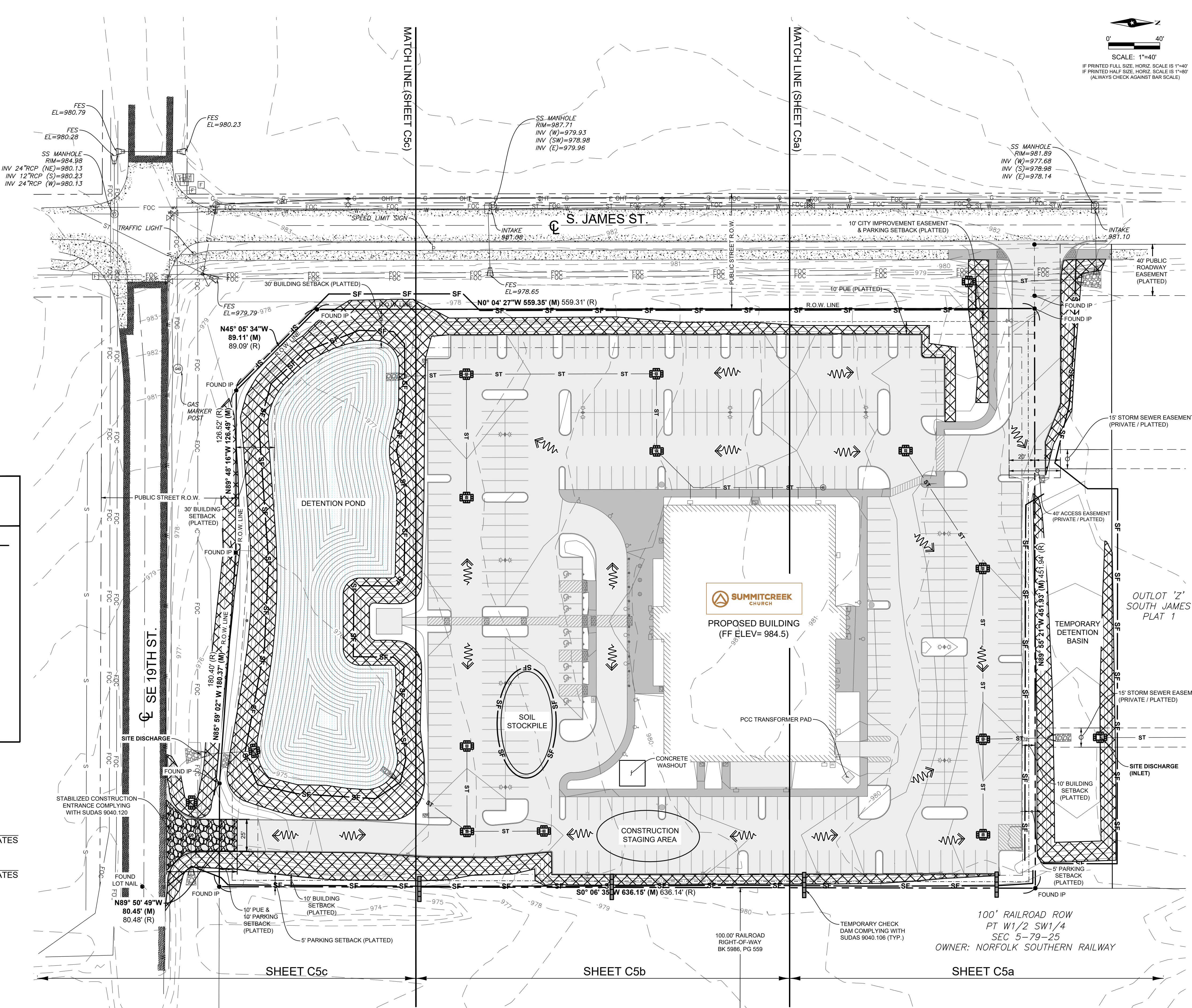
Kent Johnson

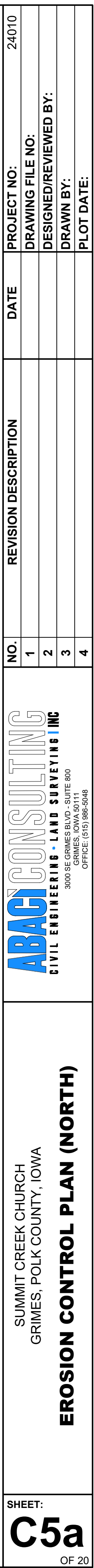
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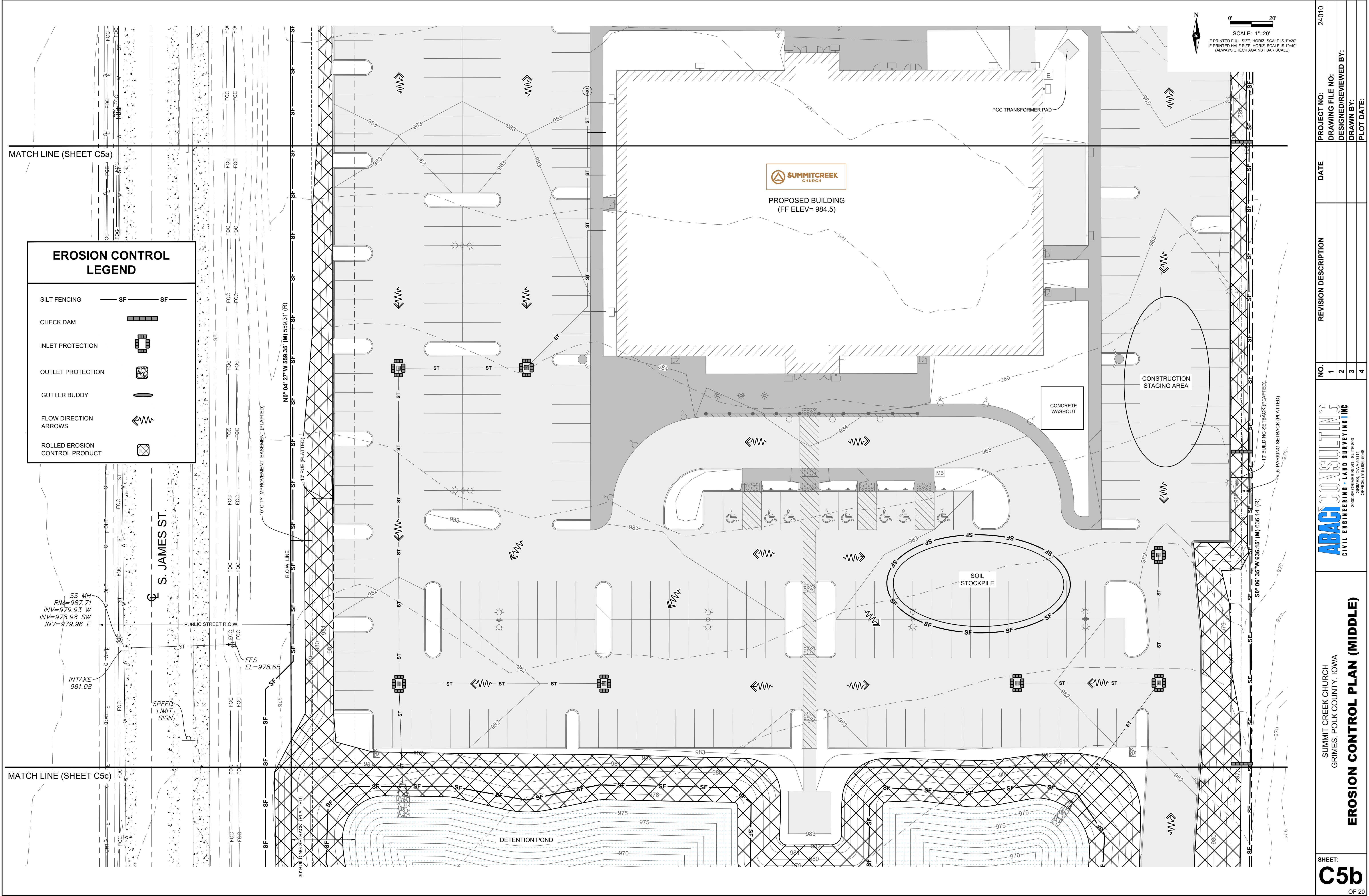
ABSOLUTE GROUP

COMPANY

DATES







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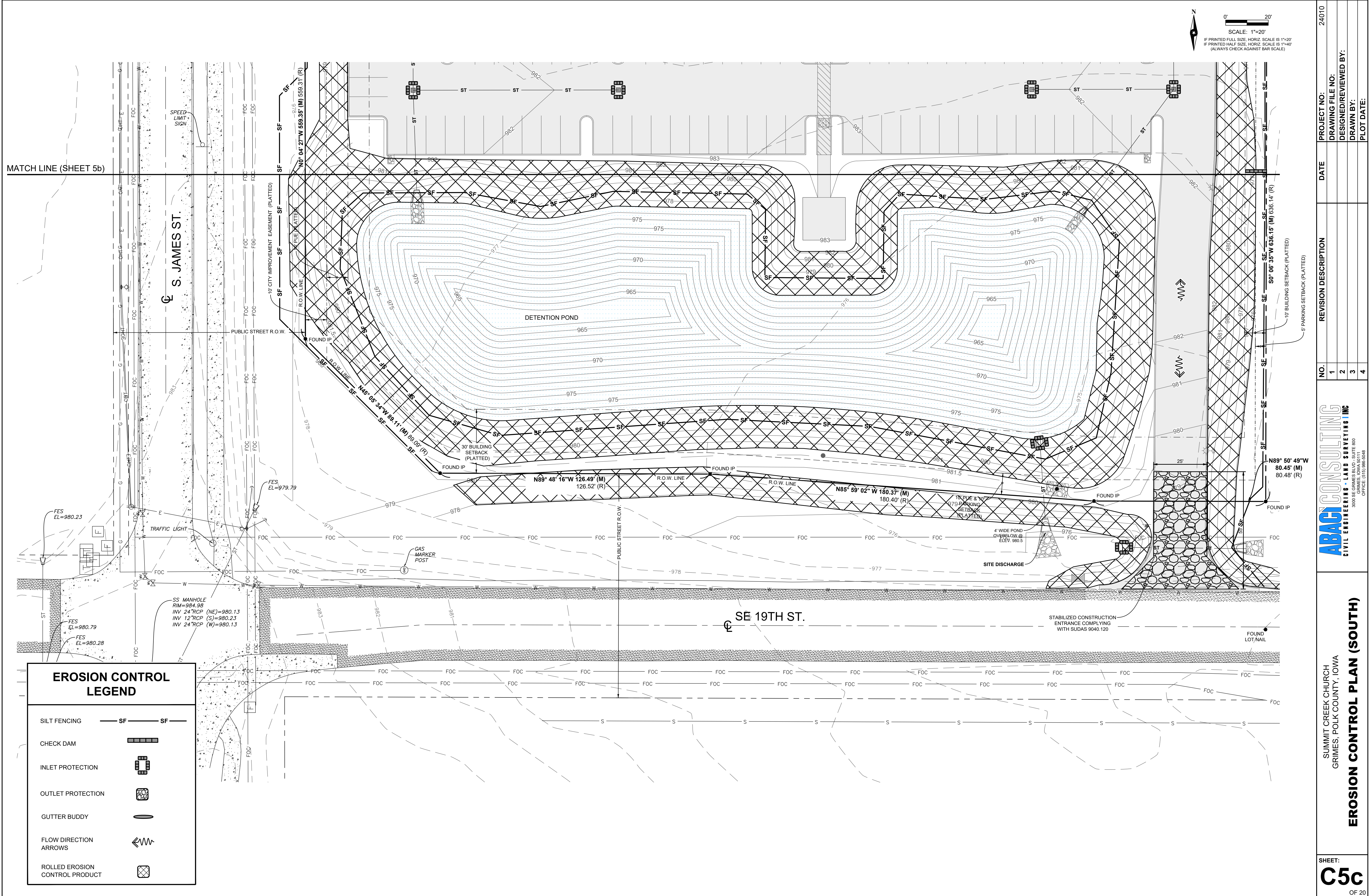
SUMMIT CREEK CHURCH
GRIMES, POLK COUNTY, IOWA

EROSION CONTROL PLAN (MIDDLE)

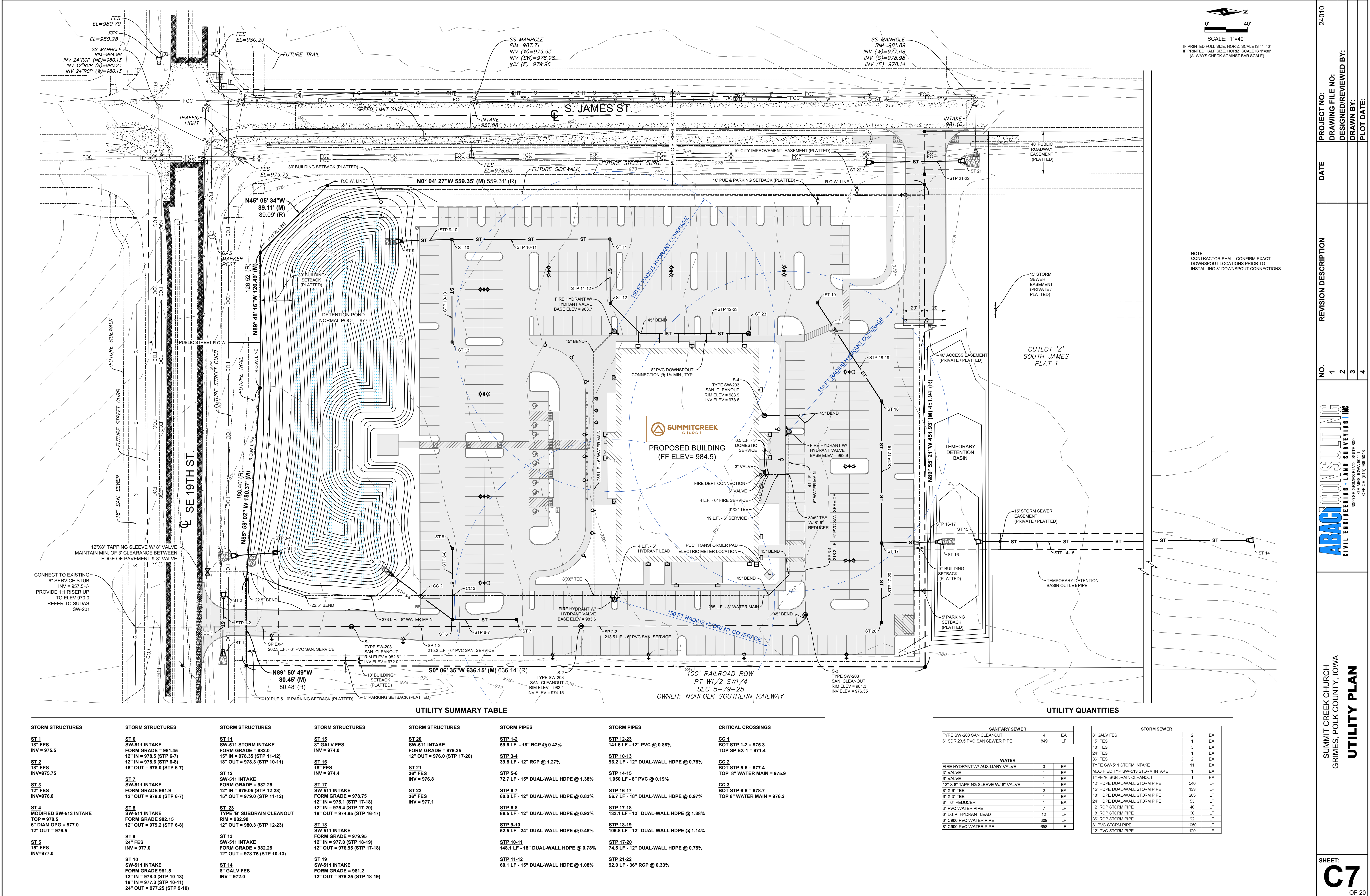
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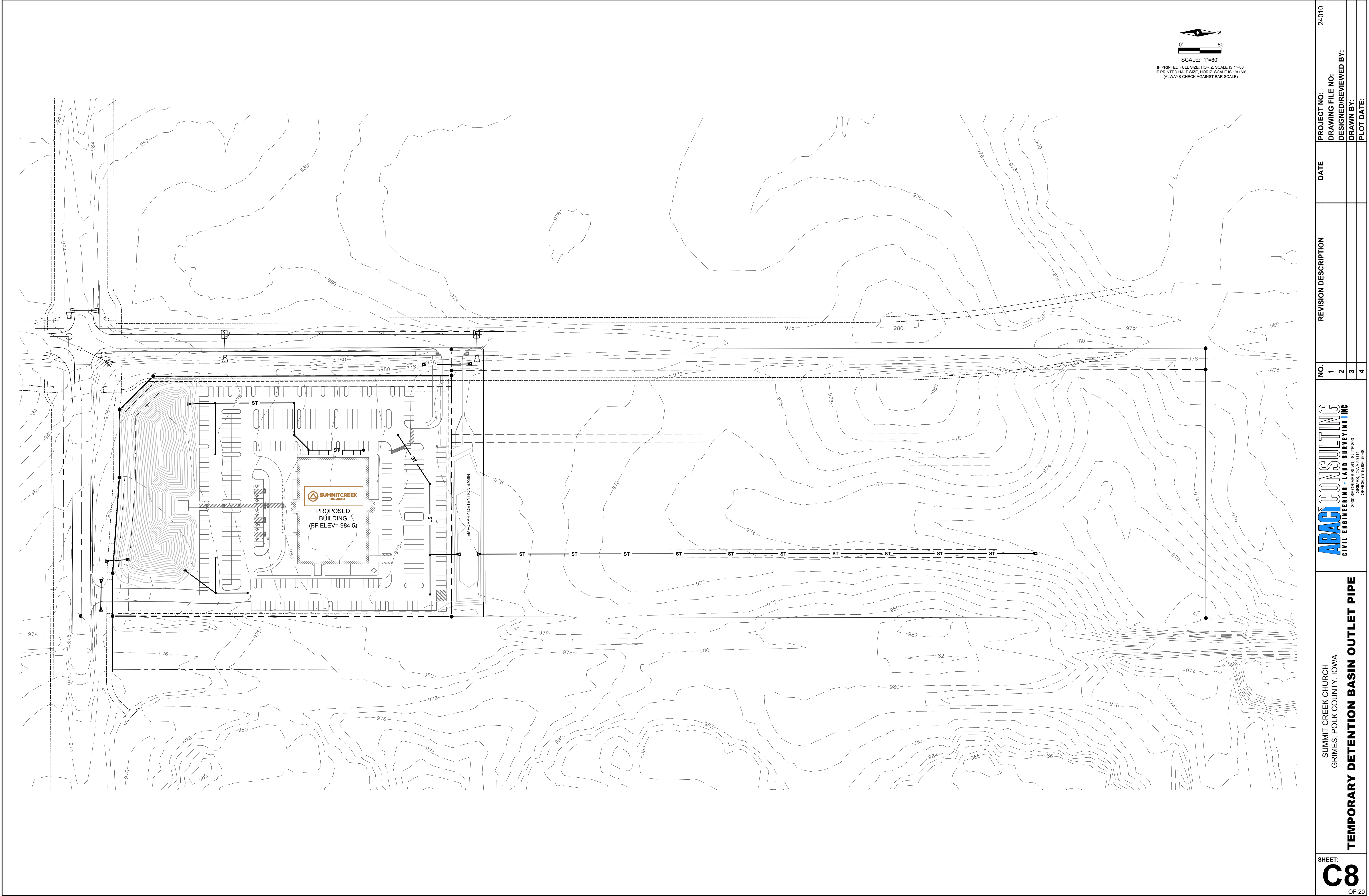
C5b

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SWPPP/EROSION CONTROL GENERAL NOTES:				REVISION DESCRIPTION	DATE	PROJECT NO:	24010
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						DRAWN BY:	
						PLOT DATE:	
				3000 SE GRIMES BLVD., SUITE 800 OFFICE: 615/986-5048			
				SUMMIT CREEK CHURCH GRIMES, POLK COUNTY, IOWA			
				EROSION CONTROL NOTES			
				SHEET: C6			
				OF 20			
SEE THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE INITIAL EROSION CONTROL MEASURES ON THE "INITIAL EROSION CONTROL (SWPPP) PLAN" SHEETS.				EROSION/SEDIMENTATION CONTROL MEASURES MAY BE REMOVED AS ALLOWED BY PERMIT CONDITIONS AND AT THE TERMINATION OF THE NPDES STORMWATER PERMIT AT THE COMPLETION OF THE PROJECT.			
SEE THE "INITIAL SWPPP (EROSION CONTROL)" SHEET(S) FOR ADDITIONAL GROUND COVER INFORMATION; SEDIMENTATION BASIN LOCATIONS; AND ANY RELATED QUANTITIES.				ALL CONTRACTORS SHALL BE REQUIRED TO MAINTAIN ALL EROSION CONTROL MEASURES (TEMPORARY AND PERMANENT) AND KEEP THEM IN WORKING ORDER.			
SEE ALL RELATED NOTES FOR THESE CONSTRUCTION DRAWINGS FOR THIS PHASE/DEVELOPMENT PLAN FOR ADDITIONAL INFORMATION.				CITY STANDARD SPECIFICATIONS SHALL APPLY TO GRADING, EROSION CONTROL, AND ALL ASSOCIATED WORK FOR THE PROJECT. THE CONTRACTOR(S) SHALL ESPECIALLY OBSERVE THE REQUIREMENTS OF THE SPECIFICATIONS (ALONG WITH THE EROSION CONTROL PLAN PREPARED FOR THE PROJECT) IN CONDUCTING GRADING AND SURFACE RESTORATION WORK.			
REFER TO THE STORMWATER POLLUTION PREVENTION PLAN NARRATIVE FOR ALL EROSION CONTROL MEASURES AND ADDITIONAL NOTES AND DETAILS. ADDITIONAL NOTES AND MEASURES IN THE NARRATIVE SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND SHALL BE INCLUDED IN THE ORIGINAL BID.				15.1. THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER AND THE SWPPP MANAGER WHOM SHALL MAKE ALL CONTRACTORS AND CONSTRUCTION WORKERS AWARE OF THE MAJOR PROVISIONS OF SAID PLAN.			
THE STORMWATER POLLUTION PREVENTION PLAN AND RELATED NARRATIVE ARE CONSIDERED LIVING DOCUMENTS, AND SHALL REQUIRE PERIODIC UPDATES, MODIFICATIONS, AND/OR ADJUSTMENTS DEPENDING ON SITE CONDITIONS AND CONSTRUCTION PROGRESS TO ASSURE COMPLIANCE WITH THE NPDES GENERAL PERMIT NO. 2. IT SHALL BE THE RESPONSIBILITY OF ALL CONTRACTORS TO UPDATE THE SWPPP AND IMPLEMENT ANY AND ALL MEASURES TO COMPLY WITH SAID PERMIT.				15.2. STABILIZATION OF DISTURBED AREAS MUST, AT A MINIMUM, BE INITIATED IMMEDIATELY WHENEVER ANY CLEARING, GRADING, EXCAVATING OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY CEASED ON ANY PORTION OF THE SITE OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS. IN DROUGHT-STRICKEN AREAS AND AREAS THAT HAVE RECENTLY RECEIVED SUCH HIGH AMOUNTS OF RAIN THAT SEEDING WITH FIELD EQUIPMENT IS IMPOSSIBLE AND INITIATING VEGETATIVE STABILIZATION IMMEDIATELY IS INFEASIBLE, ALTERNATIVE STABILIZATION MEASURES MUST BE EMPLOYED AS SPECIFIED BY THE DEPARTMENT. IN LIMITED CIRCUMSTANCES, STABILIZATION MAY NOT BE REQUIRED IF THE INTENDED FUNCTION OF A SPECIFIC AREA OF THE SITE.			
THIS PROJECT IS COVERED BY THE IOWA DEPARTMENT OF NATURAL RESOURCES NPDES GENERAL PERMIT NO. 2, WITH ALL TERMS AND CONDITIONS, AND INITIALLY DESIGNED AND PROVIDED BY ABACI CONSULTING, INC.				15.3. INSTALL SILT FENCE/WATTLE PRIOR TO BEGINNING CONSTRUCTION AROUND NOTED STRUCTURES AND ON STEEP SLOPES. SILT FENCE IS THE PREFERRED METHOD. ADDITIONAL LINES OF SILT FENCE/WATTLE WILL BE REQUIRED AS PROGRESS, OR AS DIRECTED.			
THE CONTRACTOR SHALL COMPLY WITH ALL EROSION CONTROL REQUIREMENTS OF THE IOWA CODE, THE IOWA DEPARTMENT OF NATURAL RESOURCES NPDES PERMIT, THE ENVIRONMENTAL PROTECTION AGENCY, AND LOCAL ORDINANCES.				REMOVE SILT ACCUMULATED ALONG SILT FENCE/WATTLE WHEN REACHES MAXIMUM OF 50% OF EXPOSED HEIGHT, OR AS DIRECTED.			
ALL CONTRACTOR(S) SHALL UTILIZE THE APPROVED CIVIL SITE PLANS, PROJECT SWPPP SHEET(S) WITH NARRATIVE, AND NPDES NOI PERMIT CONDITIONS FOR ADDITIONAL DETAILS, NOTES, AND/OR DIRECTIONS.				CONTRACTOR(S) SHALL CONSTRUCT AND STABILIZE PROPOSED NOTED SEDIMENTATION BASIN, BASIN OUTLET STRUCTURE, AND OUTLET PRIOR TO CONSTRUCTING THE REST OF THE SUBDIVISION INFRASTRUCTURE IMPROVEMENTS. PROPOSED SEDIMENTATION BASIN(S) SHALL BE LOCATED WITHIN THE EXISTING/PROPOSED STORMWATER MANAGEMENT FACILITIES (SMF). SEE ADDITIONAL NOTES AND DETAILS FOR ADDITIONAL INFORMATION.			
IF THERE IS A CONSTRUCTION TRAILER, SHED OR OTHER COVERED STRUCTURE LOCATED ON THE PROPERTY THE PERMITTEE SHALL RETAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN REQUIRED BY THIS PERMIT AT THE CONSTRUCTION SITE FROM THE DATE OF PROJECT INITIATION TO THE DATE OF FINAL STABILIZATION. IF THERE IS NO CONSTRUCTION TRAILER, SHED OR OTHER COVERED STRUCTURE LOCATED ON THE PROPERTY, THE PERMITTEE SHALL RETAIN A COPY OF THE PLAN FROM THE DATE OF PROJECT INITIATION TO THE DATE OF FINAL STABILIZATION AT A READILY AVAILABLE ALTERNATIVE SITE APPROVED BY THE IOWA DEPARTMENT OF NATURAL RESOURCES AND PROVIDE IT FOR INSPECTION UPON REQUEST. IF THE PLAN IS MAINTAINED AT AN OFF-SITE LOCATION SUCH AS A CORPORATE OFFICE, IT SHALL BE PROVIDED FOR INSPECTION NO LATER THAN THREE HOURS AFTER BEING REQUESTED.				INSTALL TEMPORARY SEDIMENT BASIN OUTLET STRUCTURE SURROUNDED BY SILT FENCE PRIOR TO THE CONSTRUCTION OF SUBDIVISION INFRASTRUCTURE (DEMOLITION, PIPING, MASS GRADING, AND PAVEMENT).			
ALL MUD, SOIL, AND/OR DEBRIS SPILLED ON THE STREETS OR ADJACENT PROPERTY SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR(S) - AT LEAST AT THE END OF EACH WORK DAY; PRIOR TO ANY RAIN EVENT; AND AS DIRECTED. OR, THE OWNER/DEVELOPER SHALL REMOVE THE ITEMS AND DEDUCT THE COST FROM THE AMOUNT DUE TO THE CONTRACTOR(S).				PROVIDE POSITIVE DRAINAGE AROUND ALL STOCKPILES AND OTHER IMPROVEMENTS DURING AND AT THE COMPLETION OF OF ALL PHASES OF CONSTRUCTION INCLUDING, BUT NOT LIMITED TO, INFRASTRUCTURE AND BUILDING. DRAIN ANY ONSITE AREAS WITH PONDING WATER TO THE SEDIMENTATION BASIN.			
10.1. THE CONTRACTOR(S) SHALL INSTALL EROSION AND SEDIMENTATION CONTROL INFRASTRUCTURE PRIOR TO INITIATING WORK ON THE SITE.				PLACE SILT FENCE, FILTER SOCK, AND/OR OTHER APPROVED SEDIMENTATION CONTROL/SILT CONTAINMENT DEVICE AROUND EXISTING STORM INTAKES AND/OR STRUCTURES, AND/OR PROPOSED STORM INTAKES AND/OR STRUCTURES AFTER CONSTRUCTED AND BEFORE PAVING, AS NOTED.			
EROSION/SEDIMENTATION CONTROL MEASURES WILL BE INSTALLED AS SHOWN ON THIS EXHIBIT; AND SHOWN ARE FOR INITIAL (START-UP) PURPOSES ONLY. THE CONTRACTOR(S) SHALL MODIFY, CHANGE, ADD, AND/OR REVISE EROSION/SEDIMENTATION CONTROL MEASURES DURING THE COURSE OF CONSTRUCTION TO ACCOMMODATE FIELD CONDITIONS, TO PROVIDE ADDITIONAL COLLECTION LOCATION(S), FOR WORK LOCATION(S), AND/OR FOR METHODS OF CONSTRUCTION.				PROVIDE/VERIFY BELOW GRADE (OR ABOVE GRADE) INLET PROTECTION FOR ALL STORM STRUCTURES WITHIN PUBLIC STREETS OR RIGHT-OF-WAY (ROW) ONCE PAVING IS COMPLETED.			
11.1. PRESERVE ANY EXISTING VEGETATION UNTIL CONSTRUCTION IS NECESSARY IN THAT AREA.				ALL AREAS OF THE EXISTING/PROPOSED DITCH BOTTOM AROUND END SECTIONS, AND EXISTING/PROPOSED END SECTIONS DISCHARGING INTO A DITCH, SWALE, AND/OR SMF SHALL BE COVERED WITH RIPRAP, OR OTHER APPROVED AND NOTED PROTECTION/ENERGY DISSIPATION.			
11.2. MODIFY AND UPDATE THIS EXHIBIT AS REQUIRED DURING THE COURSE OF CONSTRUCTION TO REFLECT FIELD MODIFICATIONS, INCLUDING "REVISION" BOX; AND TO MEET LOCAL, STATE, AND FEDERAL REQUIREMENTS.				22.1. ALL RIPRAP SHALL BE PLACED OVER ENGINEERING FABRIC AS NOTED AND HATCHED IN THE CONSTRUCTION PLANS.			
IT IS THE RESPONSIBILITY OF ALL CONTRACTORS TO TAKE ALL THE NECESSARY MEASURES TO ELIMINATE EROSION FROM AND TO THE PROJECT SITE, ADJACENT PROPERTIES, AND/OR ANY BORROW OR FILL AREAS INCLUDING, BUT NOT LIMIT TO, THE CONTROLS SHOWN ON THIS PLAN. THIS INCLUDES SOIL EXCAVATIONS FOR FOUNDATIONS ON EACH RESPECTIVE BUILDING AND/OR RESIDENTIAL LOT. ALL CONTRACTOR(S) SHALL MAINTAIN PROPER EROSION CONTROL THROUGHOUT THE ENTIRE PROJECT.				AT COMPLETION OF SITE GRADING AND ROADWAY PAVING, CLEAN UP SITE AND INSTALL (PERMANENT AND/OR TEMPORARY) STABILIZATION UNTIL PHASE RESIDENTIAL DEVELOPMENT BEGINS.			
ALL CONTRACTORS SHALL UTILIZE PROJECT SWPPP AND NPDES NOI PERMIT CONDITIONS FOR ADDITIONAL DETAILS AND DIRECTIONS.				ALL SEEDED/SODDED SURFACES SHALL BE COVERED WITH AT LEAST SIX (6") INCHES (8" IN R.O.W.) TOPSOIL IN PLACE BEFORE PERMANENT (FINAL) SEEDING/SODDING OPERATIONS COMMENCE AND AT FINAL STABILIZATION. IF SODDED, THE THICKNESS OF TOPSOIL MAY BE REDUCED ACCORDINGLY WITH WRITTEN APPROVAL FROM THE CITY AND THE ENGINEER.			
				ALL AREAS NOT COVERED BY PAVEMENT AND/OR BUILDINGS SHALL BE GRASS, OR AS NOTED. SEEDED/SODDED AREAS SHALL BE PREPARED AS SPECIFIED IN SUDAS.			
				25.1. ALL SEEDED AREAS SHALL INCLUDE THE APPROPRIATE MULCHING (AND			
				HELD IN PLACE) UNTIL ESTABLISHED.			
				25.2. ALL DISTURBED AND/OR BARE AREAS SHALL FIRST BE SEEDED AND MULCHED BY THE DEVELOPER'S CONTRACTOR WITH SUDAS TYPE 4 (URBAN TEMPORARY) EROSION CONTROL MIX.			
				ONLY AREAS DESIGNATED ON PLANS AS URBAN LAWN MIX SHALL BE SUDAS URBAN LAWN MIX AND/OR SOD; AND SHALL BE INSTALLED BY THE DEVELOPER'S CONTRACTOR WITH THE SPECIFIED TYPE.			
				25.4. ALL OTHER AREAS SHALL BE DESIGNATED AS AREAS TO RECEIVE LAWN SEED MIX AND/OR SODDED (WITH SIMILAR LAWN MIX). THE PERMANENT COVER SHALL BE BY THE HOME BUILDER'S CONTRACTOR WITH SUDAS TYPE 1 (PERMANENT LAWN MIX) AND/OR TYPE 6 (SALT-RESISTANT) MIX AND/OR SODDED, UNLESS OTHERWISE NOTED.			
				25.5. ALL GRASSED AREAS SHALL BE WATERED UNTIL ESTABLISHED.			
				26. TREE/BUSH PROTECTION (FENCING) SHALL CONSIST OF MINIMUM 48 INCHES HIGH ORANGE CONSTRUCTION INSTALLED AND SECURED ON METAL T-POSTS AND BEING NO CLOSER THAN THE DRIP LINE, OR AS DIRECTED.			
				TEMPORARY BMPs SHALL BE REMOVED AT THE END OF SITE DEVELOPMENT AND AT FINAL STABILIZATION.			
				AT THE COMPLETION OF THE SITE IMPROVEMENTS, CLEAN BASIN(S), INSTALL PERMANENT STABILIZATION, AND INSTALL NOTED GRANULAR BACKFILL TRENCH IN BOTTOM OF SMF BASIN. SURROUND GRANULAR TRENCH AND OUTLET STRUCTURE WITH SILT FENCE DURING RESIDENTIAL HOME CONSTRUCTION. SMF CONTROL MEASURES IN BASIN SHALL REMAIN IN PLACE UNTIL FULL BUILDOUT OF RESIDENTIAL LOT BUILDINGS IN SUBDIVISION.			
				AT THE COMPLETION OF THE SITE IMPROVEMENTS AND AT FINAL STABILIZATION, THE SWPPP MANAGER SHALL PROVIDE AS-BUILT PLANS AND A CERTIFICATION STATEMENT INDICATING THAT ALL BMP's AND SMF's WERE CONSTRUCTED TO AT LEAST THE DESIGNED.			
				AT THE COMPLETION OF THE SITE IMPROVEMENTS AND AT FINAL STABILIZATION, THE SWPPP MANAGER SHALL PROVIDE AS-BUILT PLANS AND A CERTIFICATION STATEMENT INDICATING THAT THE DETENTION BASIN(S), OR ANY OTHER STORMWATER MANAGEMENT FACILITY, AT LEAST MEETS THE REQUIRED DESIGN VOLUME(S).			
				30.1. THE SWPPP MANAGER SHALL CONTACT ABACI CONSULTING, INC. TO PERFORM SAID SURVEY PRIOR TO SEEDING/SODDING.			
				30.2. IF THE DETENTION BASIN(S), OR ANY OTHER STORMWATER MANAGEMENT FACILITY, HAVE BEEN CONSTRUCTED INCORRECTLY, THE CONTRACTOR(S) SHALL BE RESPONSIBLE FOR THE INITIAL AND ALL SUBSEQUENT WORK AND AS-BUILT SURVEY(S) UNTIL ALL ISSUES HAVE BEEN CORRECTED.			
				AT THE COMPLETION OF THE SITE IMPROVEMENTS AND AT FINAL STABILIZATION, A NOTICE OF DISCONTINUATION MUST BE FILED BY THE SWPPP MANAGER AND THE OWNER. THE OWNER/DEVELOPER MUST RETAIN ALL DOCUMENTS ASSOCIATED WITH THE PERMIT AND SWPPP FOR THREE (3) YEARS.			
				THE SWPPP MANAGER SHALL PROVIDE ALL DOCUMENTS INCLUDING THE ORIGINALS AND INSPECTION RECORDS TO THE OWNER/DEVELOPER UPON ISSUANCE OF THE NOTICE OF DISCONTINUATION.			
				"FINAL STABILIZATION" SHALL MEAN: THE POINT IN CONSTRUCTION AT WHICH ALL SOIL DISTURBING ACTIVITIES IN AN AREA AND/OR OVER THE PROJECT SITE HAVE BEEN COMPLETED, AND A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF AT LEAST 70%, SUFFICIENT TO PRECLUDE EROSION, OF THE COVER FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES HAS BEEN ESTABLISHED OR EQUIVALENT PERMANENT STABILIZATION MEASURES (SUCH AS THE USE OF RIPRAP, GABIONS, OR GEOTEXTILES) HAVE BEEN EMPLOYED.			
				THE CONTRACTOR(S) SHALL CARRY OUT ALL OF THE TERMS AND CONDITIONS OF NPDES GENERAL PERMIT NO. 2, AND THE SWPPP WHICH IS PART OF THESE CONTRACT DOCUMENTS.			
				CITY STANDARD SPECIFICATIONS SHALL APPLY TO GRADING, EROSION CONTROL, AND ALL ASSOCIATED WORK FOR THE PROJECT. THE CONTRACTOR(S) SHALL ESPECIALLY OBSERVE THE REQUIREMENTS OF THE SPECIFICATIONS (ALONG WITH THE EROSION CONTROL PLAN PREPARED FOR THE PROJECT) IN CONDUCTING GRADING AND SURFACE RESTORATION WORK.			
				DURING STRIPPING AND GRADING PROCEDURES MINIMIZE THE AREA DISTURBED TO AS NEEDED.			
				REMOVE AN ADEQUATE AMOUNT OF TOPSOIL FROM THE UPPER 12 INCHES OF THE EXISTING ONSITE ORGANIC MATERIAL TO ALLOW FOR A FINISHED GRADE OF A MINIMUM TOPSOIL DEPTH OF SIX (6") INCHES (8" IN R.O.W.) THROUGHOUT.			
				STRIP AND STOCKPILE ALL TOPSOIL FOR REUSE ON SITE. ALL AREAS NOT COVERED BY PAVEMENT AND/OR BUILDINGS SHALL BE GRASS. SEEDED/SODDED AREAS SHALL BE PREPARED AS SPECIFIED IN SUDAS, AND NO LESS THAN SIX			
				(6") INCHES (8" IN R.O.W.) OF TOPSOIL SHALL BE IN PLACE BEFORE PERMANENT (FINAL STABILIZATION) SEEDING/SODDING OPERATIONS COMMENCE.			
				38.1. IF LESS THAN SIX (6") INCHES OF TOPSOIL IS LOCATED ON SITE, THE CONTRACTOR SHALL RETAIN AND RESPREAD ALL AVAILABLE MATERIAL WITH AT SIX (6") INCHES OF TOPSOIL WITHIN PUBLIC ROW; AND THEN AT AN EQUAL DEPTH AS EACH LOT IS DEVELOPED. NO LESS THAN FOUR (4") INCHES OF TOPSOIL SHALL BE ALLOWED ON A LOT.			
				38.2. WRITTEN VERIFICATION SHALL BE SUPPLIED AT LEAST TO THE CITY, THE OWNER/DEVELOPER, AND THE ENGINEER BY THE GRADING CONTRACTOR(S) DOCUMENTING THE LOCATIONS AND MINIMUM DEPTHS OF TOPSOIL RESPREAD PER THE NPDES GENERAL PERMIT.			
				39. STOCKPILE SEPARATELY ALL STRIPPED TOPSOIL AND ALL EXCESS CUT IN THE AREA(S) SHOWN ON THIS PLAN, OR IN A SUITABLE LOCATION(S).			
				40. CITY STANDARD SPECIFICATIONS SHALL GOVERN IF DISCREPANCIES OCCUR WITH THESE GRADING NOTES.			
				41. ALL PAVEMENTS SHALL HAVE A MINIMUM OF 12 INCHES OF MOISTURE-CONTROLLED, SELECT, AND COMPACTED MATERIAL OF CL OR ML OF THE UNIFIED SOIL CLASSIFICATION SYSTEM DIRECTLY BELOW THE BOTTOM OF SLAB, AND IN AT LEAST TWO (2) SIX (6") INCH LIFTS COMPACTED TO AT LEAST 95 PERCENT OF STANDARD PROCTOR (ASTM D-698) MAXIMUM DRY DENSITY; OR OTHER ACCEPTED MATERIAL BY THE ENGINEER. PROOF ROLL PRIOR TO PLACEMENT.			
				42. FILL SHALL BE PLACED IN UNIFORM LIFTS HAVING A MAXIMUM LOOSE THICKNESS OF NINE (9") INCHES. COMPACTION BELOW SLABS AND PAVING AND WALKS SHALL BE AT LEAST 95 PERCENT OF STANDARD PROCTOR (ASTM D-698) MAXIMUM DRY DENSITY. COMPACT TO AT LEAST 90 PERCENT AT ALL OTHER LOCATIONS. MAINTAIN MOISTURE CONTENT RANGE OF CONTROLLED FILL DURING ALL PLACEMENT AND COMPACTION.			
				43. MAINTAIN MOISTURE CONTENT OF PLACEMENT SUBGRADE SOILS CONSISTING OF CLAYS/SILTS BETWEEN ZERO (0) AND FOUR (4) PERCENTAGE POINTS ABOVE OPTIMUM UNTIL THE ROADWAY/BUILDING PLACEMENT IS PLACED AND/OR PLACEMENT OF TOPSOIL.			
				44. THE ENTIRE SITE SHALL BE FINE GRADED WITH ELEVATION TOLERANCE OF ONE-TENTH (0.10) FOOT; OR FIVE-HUNDREDTHS (0.05) FEET UNDER PAVED AREAS.			
				45. NO PAYMENT FOR SOIL IMPORT AND/OR EXPORT SHALL BE ALLOWED.			
				CURB BACKFILL SHALL BE COMPACTED AND SLOPED TO PROVIDE ADEQUATE AND POSITIVE DRAINAGE TO AT LEAST PREVENT STORMWATER RUNOFF FROM PONDING AND INFILTRATING BENEATH THE PAVEMENT.			
				PROVIDE AND/OR MAINTAIN POSITIVE DRAINAGE FOR ALL LOCATIONS. DRAIN ANY ONSITE AREAS WITH PONDING WATER TO THE SEDIMENTATION BASIN.			
				INSTALL AND MAINTAIN TREE/BUSH PROTECTION (FENCING) AS SHOWN ON THE "GRADING PLAN" SHEET(S) OR ALONG A PROPERTY LINE TO PREVENT CROSSING INTO ADJACENT PROPERTIES. ANY TEMPORARY EASEMENTS WILL NEED TO BE OBTAINED BY THE CONTRACTOR AND/OR OWNER/DEVELOPER IF ANY OFF-SITE WORK IS REQUIRED.			
				"TOPSOIL" SHALL MEAN: FERTILE, FRIABLE LOAM, AND CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH; FROM A WELL-DRAINED SITE FREE FROM FLOODING, NOT IN FROZEN OR MUDDY CONDITIONS; REASONABLE FREE FROM SUBSOIL, CLAY LUMPS, ROOTS, GRASS, WEEDS, STONES, AND OTHER FOREIGN MATTER GREATER THAN THREE-QUARTERS (3/4") INCH DIAMETER; ACIDITY RANGE (pH) OF 5.5 TO 7.5; AND CONTAINING A MINIMUM OF FOUR (4) PERCENT AND A MAXIMUM OF 20 PERCENT OF ORGANIC MATTER. THE CONTRACTOR(S) SHALL MODIFY AND ADJUST AS NECESSARY, WHICH SHALL BE INCIDENTAL.			
				THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE TO THE CONSTRUCTION AREA AND HAUL ROADS TO PREVENT THE SPREAD OF DUST.			
				ALL DISTURBED AREAS SHOULD BE RESTORED BY SEEDING OR SODDING. ANY EXISTING ESTABLISHED LAWNS SHALL BE REPLACED WITH SOD. ALL DISTURBED AREAS SHALL BE WATERED UNTIL ESTABLISHED AND SHALL BE INCIDENTAL TO CONSTRUCTION. SOD MAINTENANCE PERIOD SHALL BE WHEN SOD IS DEEMED ESTABLISHED BY THE CITY, BUT SHALL NOT EXTEND BEYOND ONE (1) YEAR.			





0' 80'

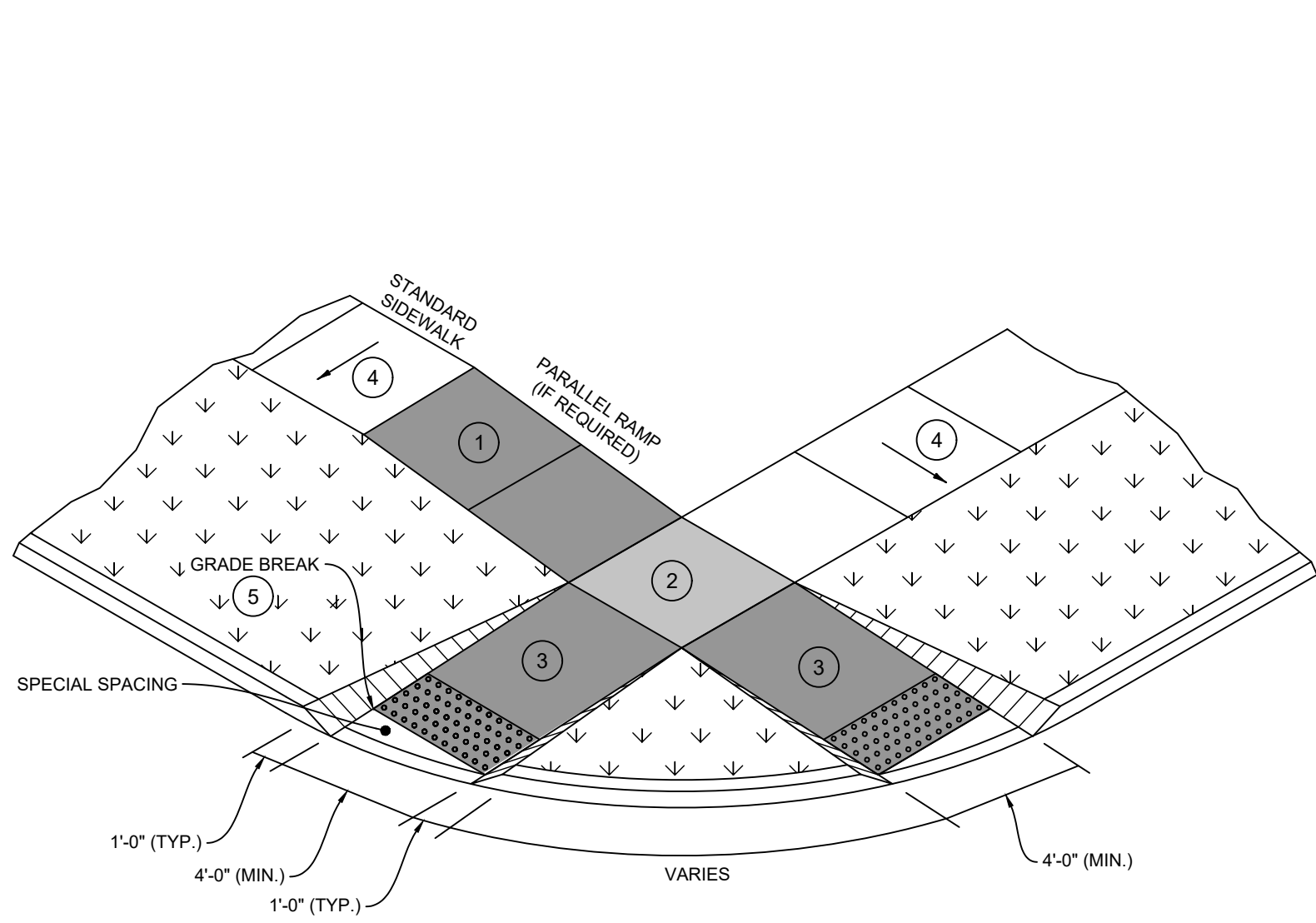
SCALE: 1"=80'

IF PRINTED FULL SIZE, HORIZ. SCALE IS 1"=80'

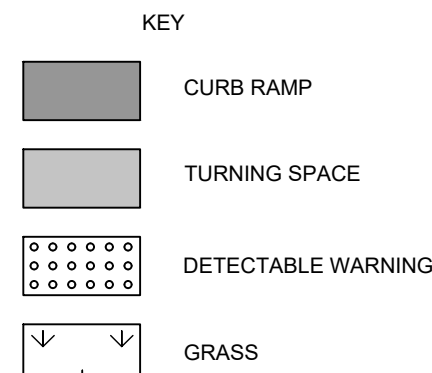
IF PRINTED HALF SIZE, HORIZ. SCALE IS 1"=160'

(ALWAYS CHECK AGAINST BAR SCALE)

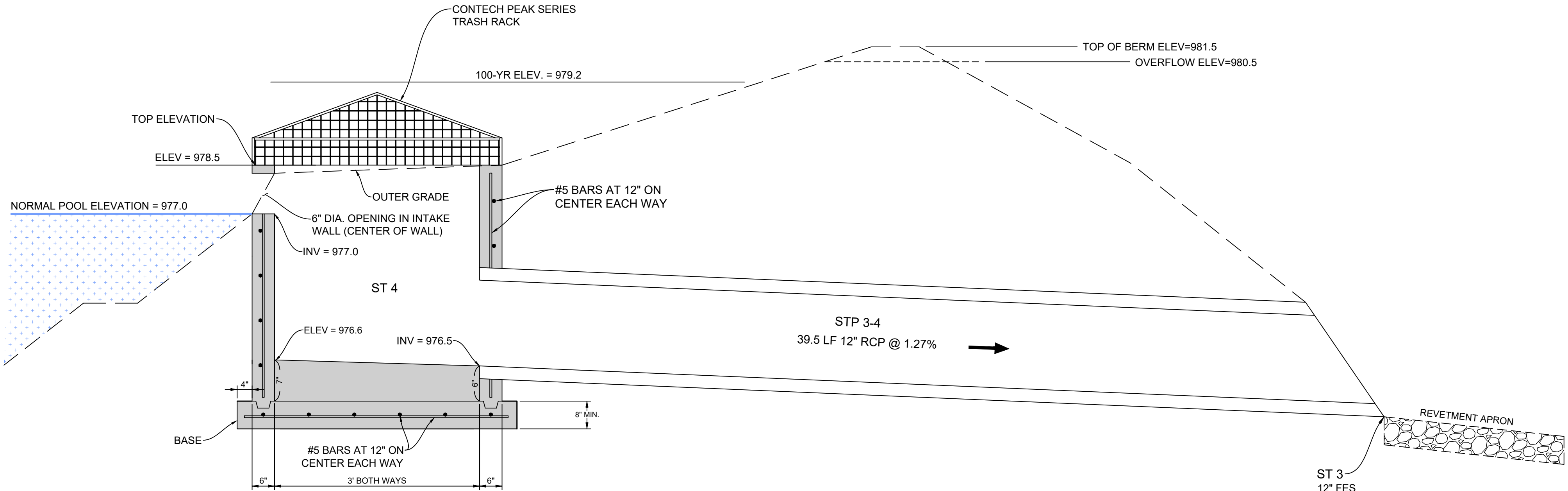
SHEET: C 8 OF 20	SUMMIT CREEK CHURCH GRIMES, POLK COUNTY, IOWA TEMPORARY DETENTION BASIN OUTLET PIPE	ABACON CONSULTING CIVIL ENGINEERING • LAND SURVEYING INC 3000 SE GRIMES BLVD., SUITE 600 GRIMES, IOWA 50111 OFFICE: (515) 986-5448	NO.	REVISION DESCRIPTION	DATE	PROJECT NO:	24010
			1			DRAWING FILE NO:	
			2			DESIGNED/REVIEWED BY:	
			3			DRAWN BY:	
			4			PLOT DATE:	



- 1 PARALLEL CURB RAMP: IF NORMAL SIDEWALK ELEVATION CANNOT BE ACHIEVED WITH THE PERPENDICULAR RAMP BETWEEN THE STREET AND LANDING DUE TO LIMITED RAMP LENGTH, PROVIDE A PARALLEL RAMP TO MAKE UP THE ELEVATION DIFFERENCE BETWEEN THE LANDING AND THE STANDARD SIDEWALK.
- THE LENGTH OF THE PARALLEL RAMP IS NOT REQUIRED TO EXCEED 15 FEET, REGARDLESS OF THE RESULTING SLOPE. DO NOT EXCEED 8.3% SLOPE FOR PARALLEL RAMP SHORTER THAN 15 FEET.
- 2 TURNING SPACE: TARGET SLOPE OF 1.5% WITH MAXIMUM SLOPE PERPENDICULAR TO THE TRAVEL DIRECTIONS OF 2.0%. MINIMUM 4 FEET BY 4 FEET.
- 3 PERPENDICULAR CURB RAMP: TARGET RUNNING SLOPE OF 8.25% WITH MAXIMUM RUNNING SLOPE OF 8.3%.
- 4 TARGET CROSS SLOPE OF 1.5% WITH A MAXIMUM CROSS SLOPE OF 2.0%.
- 5 MATCH PEDESTRIAN STREET CROSSING CROSS SLOPE OR FLATTER.



CURB RAMP FOR CLASS B OR C SIDEWALK
N.T.S.



NOTES:

PIPE LENGTHS SHOWN ARE FROM FACE OF OUTLET STRUCTURE WALL TO CENTERLINE OF MANHOLE OR END OF FES.

CAST IN PLACE BASE SHOWN. IF BASE IS PRECAST INTEGRAL WITH WALLS, THE FOOTPRINT OF BASE IS NOT REQUIRED TO EXTEND BEYOND THE OUTER EDGE OF THE WALLS.

INSTALL FOUR #5 DIAGONAL BARS AT ALL PIPE OPENINGS.

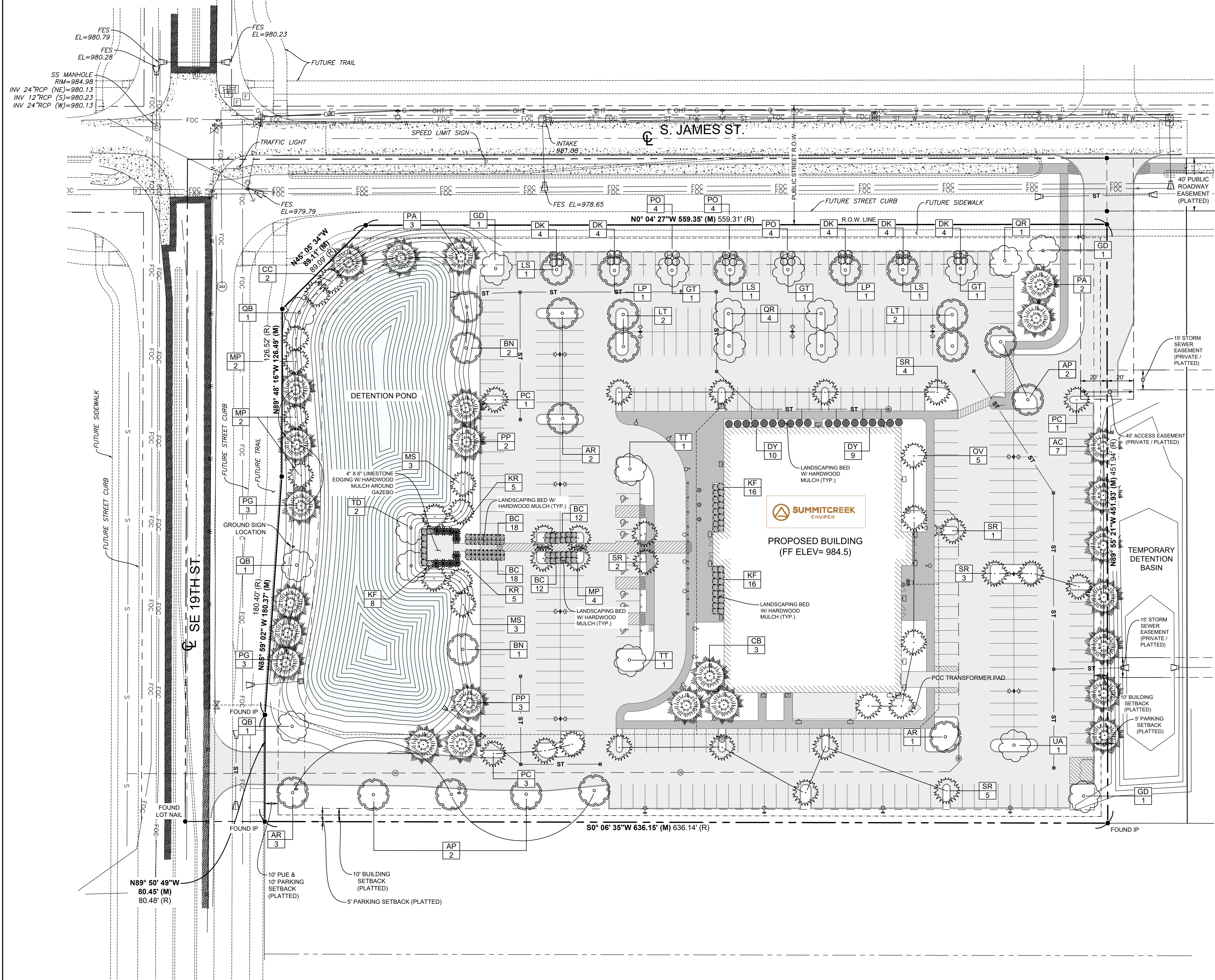
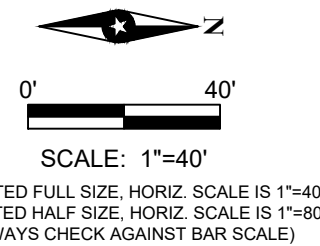
MODIFIED SW-513
INTAKE (3.0' x 3.0')
DETENTION POND OUTLET
N.T.S.

NO.	REVISION DESCRIPTION	DATE	PROJECT NO.	24010
1			DRAWING FILE NO.	
2			DESIGNED/REVIEWED BY:	
3			DRAWN BY:	
4			PLOT DATE:	

ABACON CONSULTING
CIVIL ENGINEERING • LAND SURVEYING INC.
3000 SE GRIMES BLVD., SUITE 600
OFFICE: (515) 986-5448

SUMMIT CREEK CHURCH
GRIMES, POLK COUNTY, IOWA
MISCELLANEOUS DETAILS

SHEET:
C9
OF 20

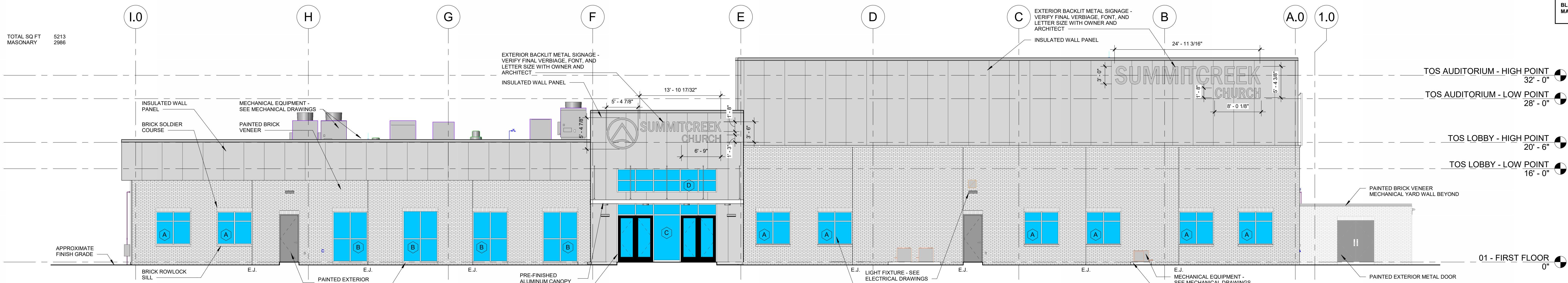


PLANTING KEY	
REQUIRED:	
1 TREE PER 1,000 SQ. FT. of REQUIRED OPEN SPACE (TOTAL)	
SITE AREA: 6.45 ACRES	
281,049 SF	
REQ. OPEN SPACE: 20%	
56,207	
TOTAL TREES REQUIRED: 56,207 SF / 1,000 SF = 57 TREES REQUIRED	
1 OVERSTORY TREE IS REQUIRED FOR EVERY 50 FT OF LOT FRONTAGE	

LANDSCAPING SCHEDULE				
QTY	KEY	SCIENTIFIC NAME	COMMON NAME	SIZE
OVERSTORY TREES				
AP	4	ACER PLANTANOIDES	NORWAY MAPLE	2" B&B
AR	6	ACER RUBRUM 'FRANKS RED'	RED SUNSET MAPLE	2" B&B
BN	3	BETULA NIGRA	RIVER BIRCH	8' HT. CLUMP
GD	3	GYMNOCLADUS DIOICUS	KENTUCKY COFFEE TREE	2" B&B
GT	3	GLEDITSIA TRACATHOS 'INERMIS'	HONEY LOCUST	2" B&B
LP	2	PLATANUS X ACERIFOLIA	LONDON PLANETREE	2" B&B
LS	3	LIQUIDIMBAR STYRACAFUA	SWEET GUM	2" B&B
LT	4	LIRIODENDRON TULIPIFERA	TULIP TREE	2" B&B
QB	3	QUERCUS BICOLOR	SWAMP WHITE OAK	2" B&B
QR	5	QUERCUS RUBRA	NORTHERN RED OAK	2" B&B
TD	2	TAXODIUM DISTICHUM	BALD CYPRESS	2" B&B
TT	2	TILIA TOMENTOSA	SILVER LINDEN	2" B&B
UA	1	ULMUS AMERICANA 'VALLEY FORGE'	VALLEY FORGE ELM	2" B&B
UNDERSTORY TREES				
CC	2	CERCIS CANADENSIS	EASTERN REDBUD	6-8' B&B CLUMP
MP	8	MALUS X PRAIRIFIRE	PRAIRIFIRE CRABAPPLE	1.5" B&B
MS	6	MALUS 'SUTYZAM'	SUGAR TYME CRABAPPLE	1.5" B&B
OV	5	OSTRYA VIRGINIANA	AMERICAN HOPHORNBEAM	1.5" B&B
PC	5	PYRUS CALLERYANA 'CHANTICLEAR'	CHANTICLEAR PEAR	1.5" B&B
SR	15	SYRINGA RETICULATE 'IVORY SILK'	IVORY SILK JAPANESE LILAC	1.5" B&B
EVERGREEN TREES				
CB	3	PICEA PUNGENS 'FASTIGIATA'	COLUMNAR BLUE SPRUCE	6' B&B
PA	5	PICEA ABIES	NORWAY SPRUCE	6' B&B
PG	6	PICEA GLAUCA	BLACK HILLS SPRUCE	6' B&B
PP	5	PICEA PUNGENS	COLORADO BLUE SPRUCE	6' B&B
AC	7	ABIES CONCOLOR	CONCOLOR FIR	6' B&B
SHRUBS				
DK	20	SYRINGA MEYERI	DWARF KOREAN LILAC	#3 CONT.
DY	19	TAXUS X MEDIA 'DENSIFORMIS'	DENSE YEW	#3 CONT.
KR	10	ROSA RADRAZZ 'KNOCKOUT'	KNOCKOUT ROSE	#3 CONT.
PO	12	PHYSOCARPUS OPULLIFOLIUS 'DONNA MAY'	LITTLE DEVIL NINEBARK	#3 CONT.
GRASSES				
BC	60	BOUTELOUA CURTIPENDULA	SIDE OATS GRAMA	#1 CONT.
KF	40	CALAMOGROSTIS ACUTIFLORA	KARL FOERSTER FEATHER REED GRASS	#1 CONT.

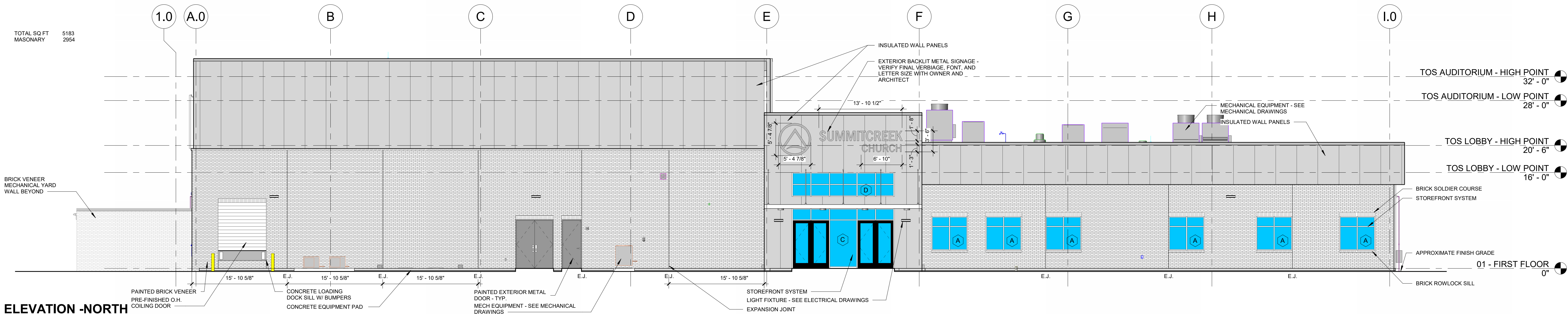
NOTE

ALL NON-HARD SURFACE AREAS WILL BE SEEDED OR SODDED, UNLESS INSIDE A LANDSCAPING BED. A SUDAS MIXTURE IS TO BE USED.



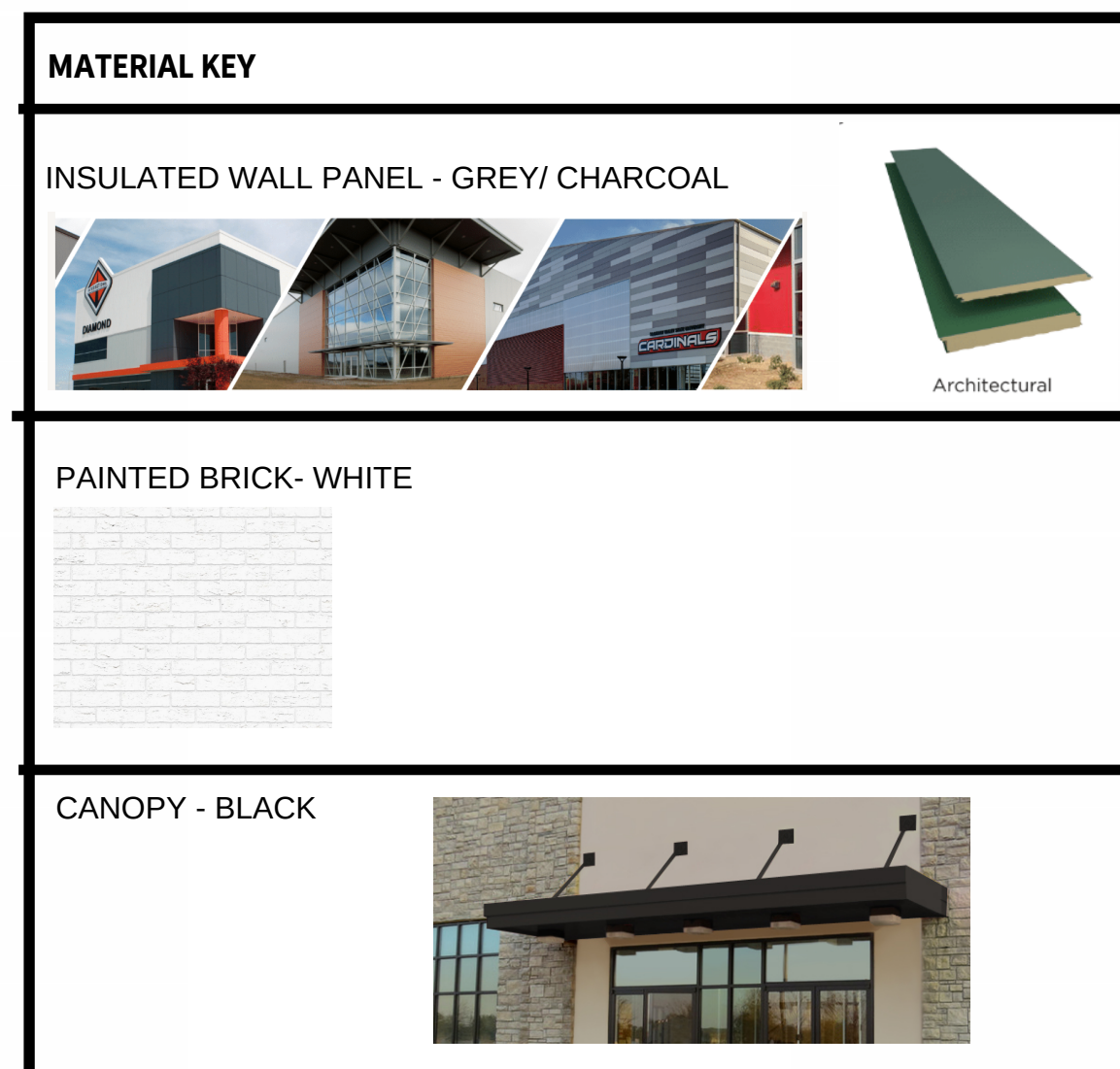
1 BUILDING ELEVATION - SOUTH

1/8" = 1'-0"

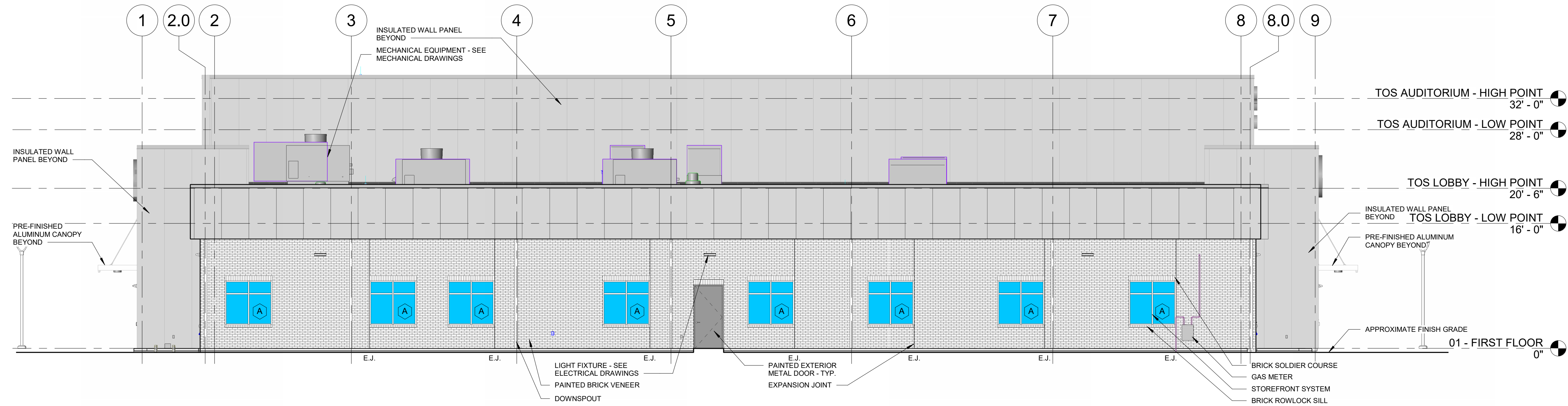


2 BUILDING ELEVATION - NORTH

1/8" = 1'-0"

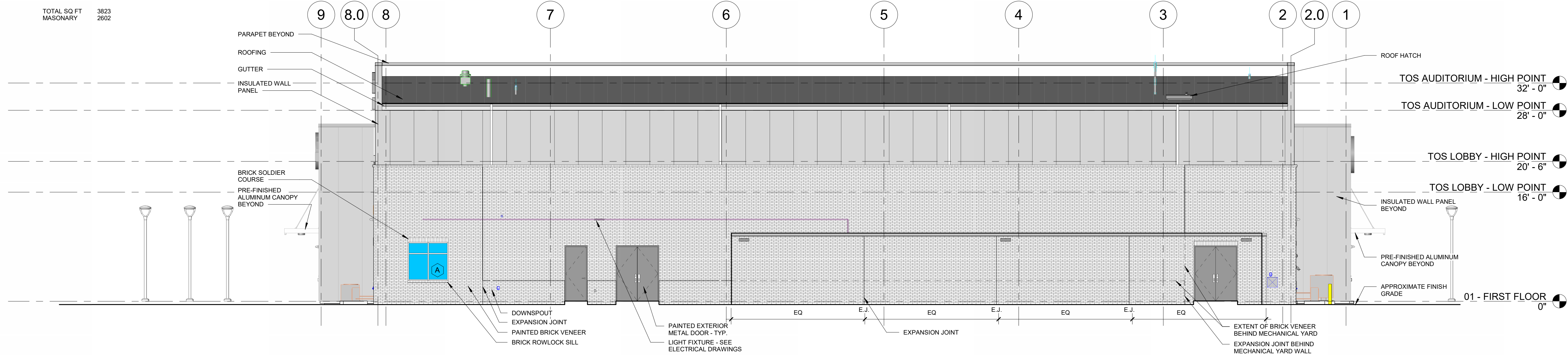


TOTAL SQ FT
MASONARY 2545
1680



3 BUILDING ELEVATION - WEST

1/8" = 1'-0"



4 BUILDING ELEVATION - EAST

1/8" = 1'-0"

BLDG. FACADE SQ. FT.
MASONARY FACADE

16764
10222



Digital Signature
Grant Wright

SUMMITCREEK CHURCH
GRIMES, IOWA
1800 SOUTH JAMES STREET
GRIMES, IA 50111

FOR
CONSTRUCTION
PERMIT

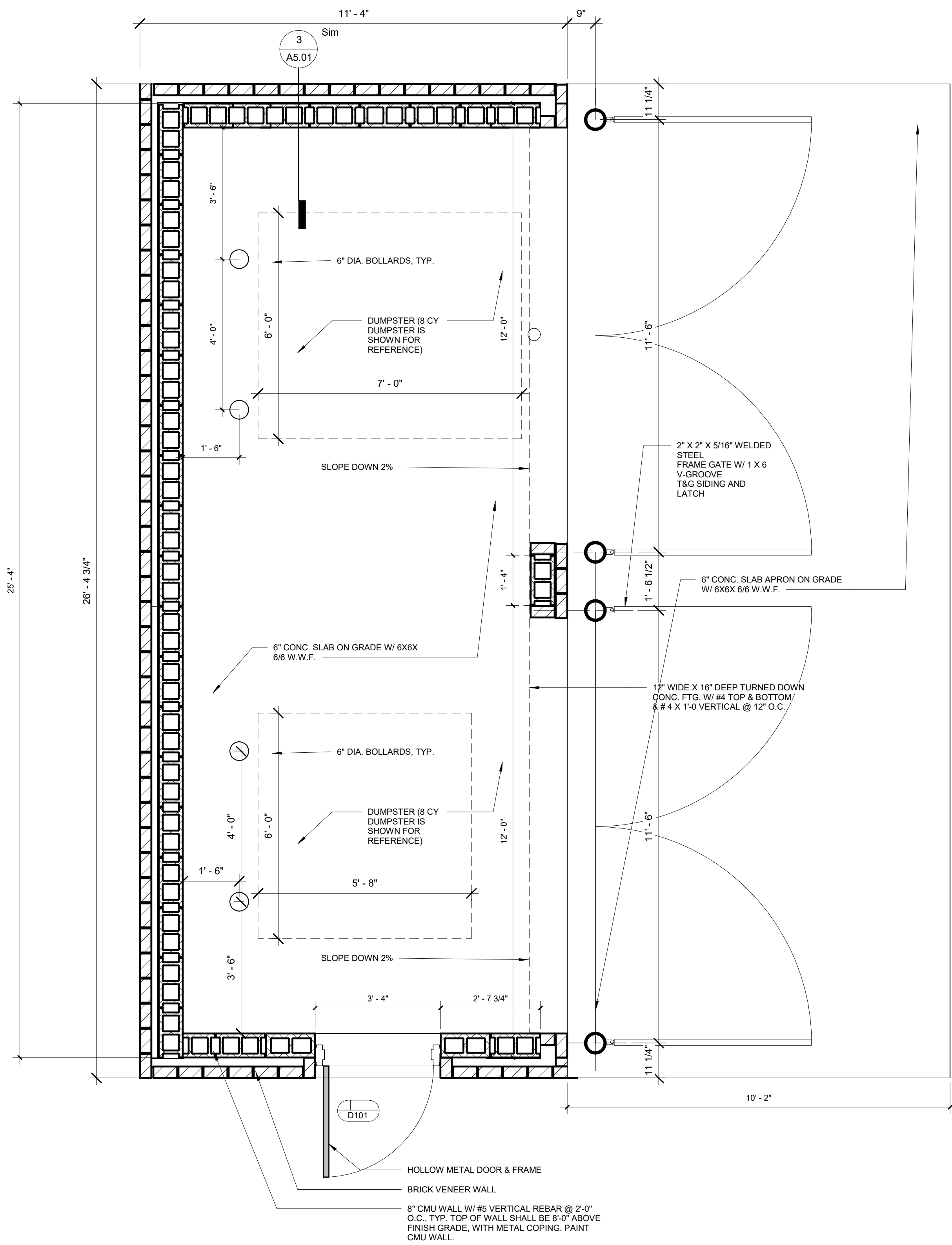
Revisions
No. Description Date

Project Number
23069

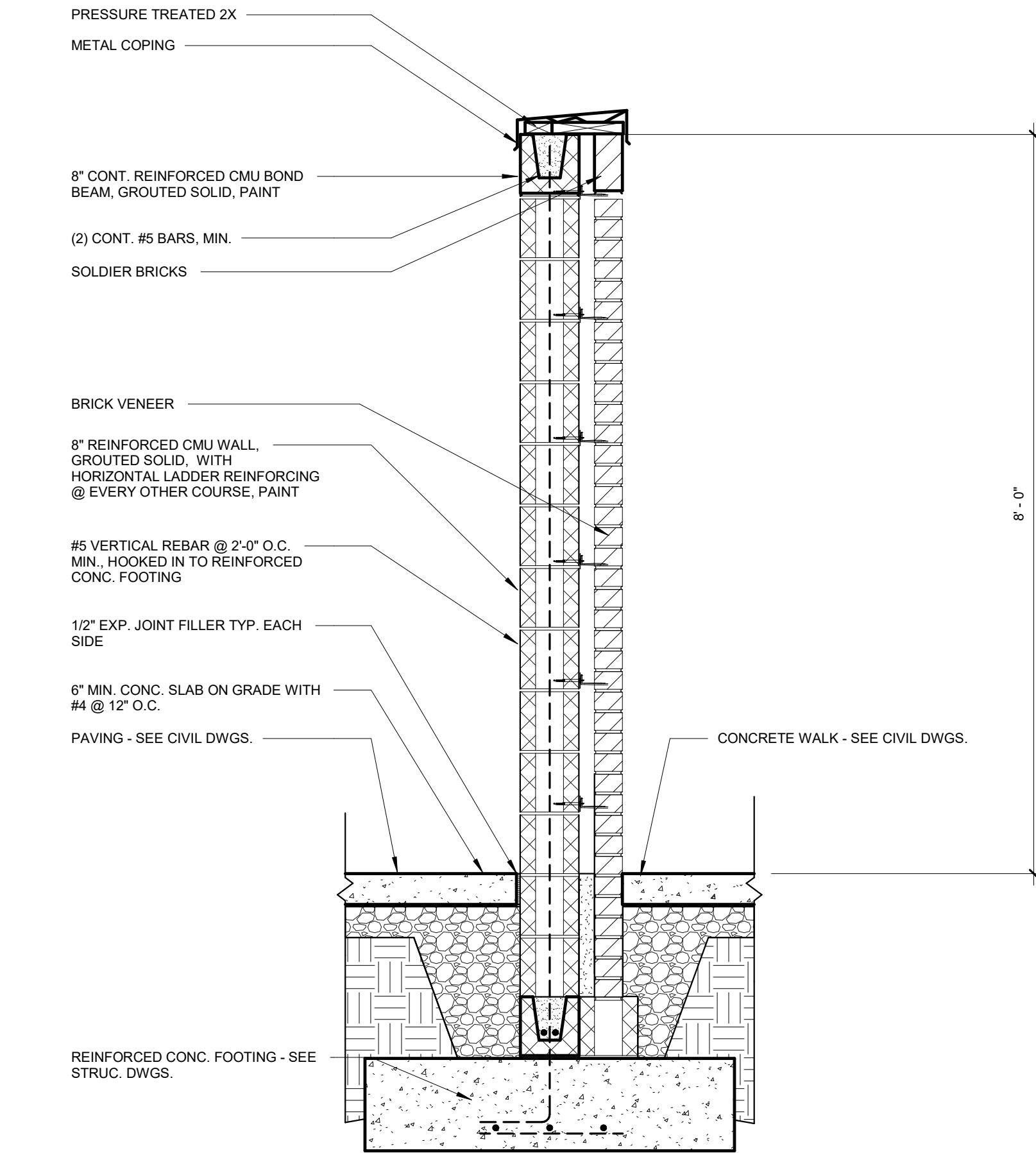
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11.11.2024

EXTERIOR
ELEVATIONS

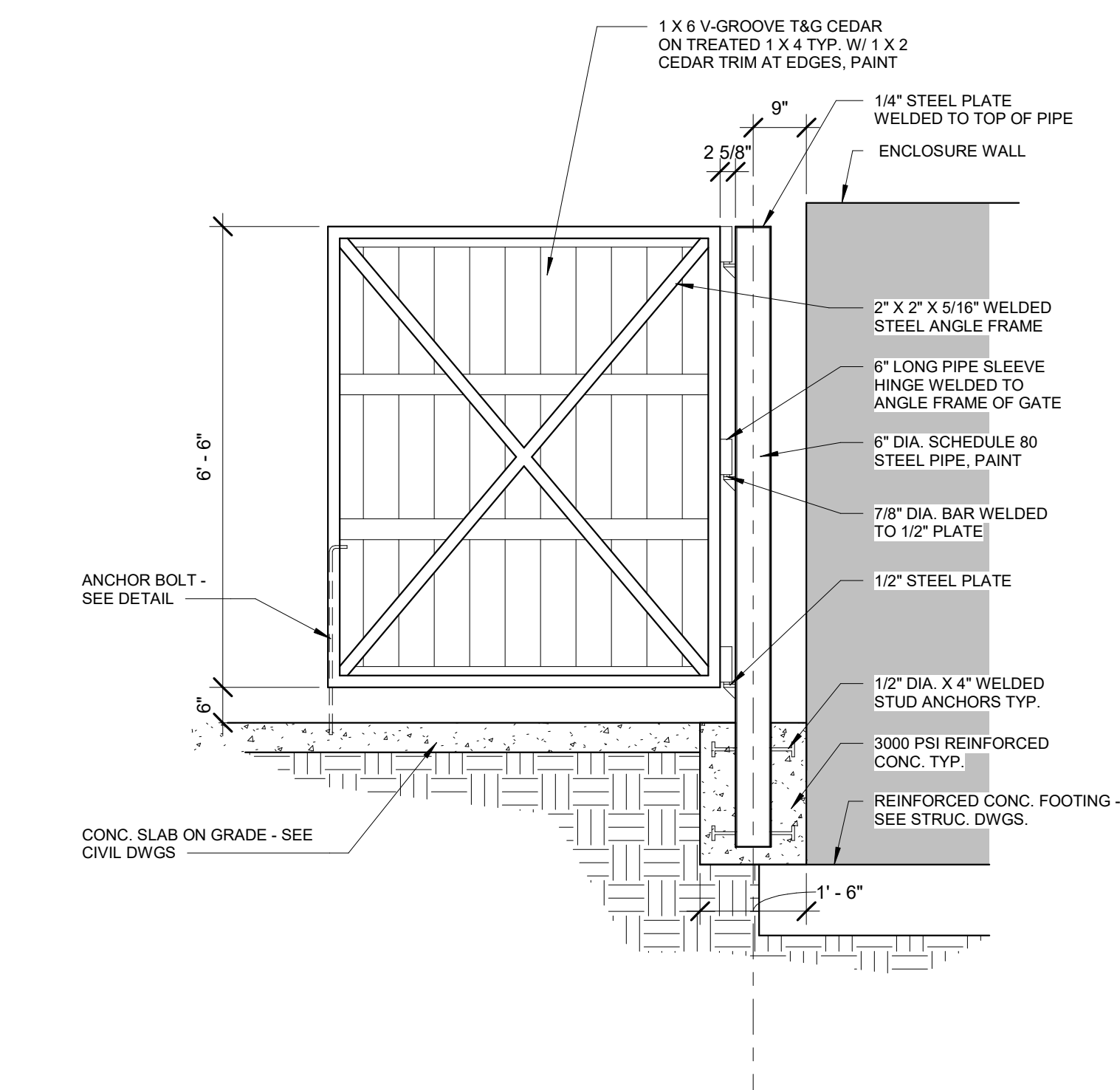
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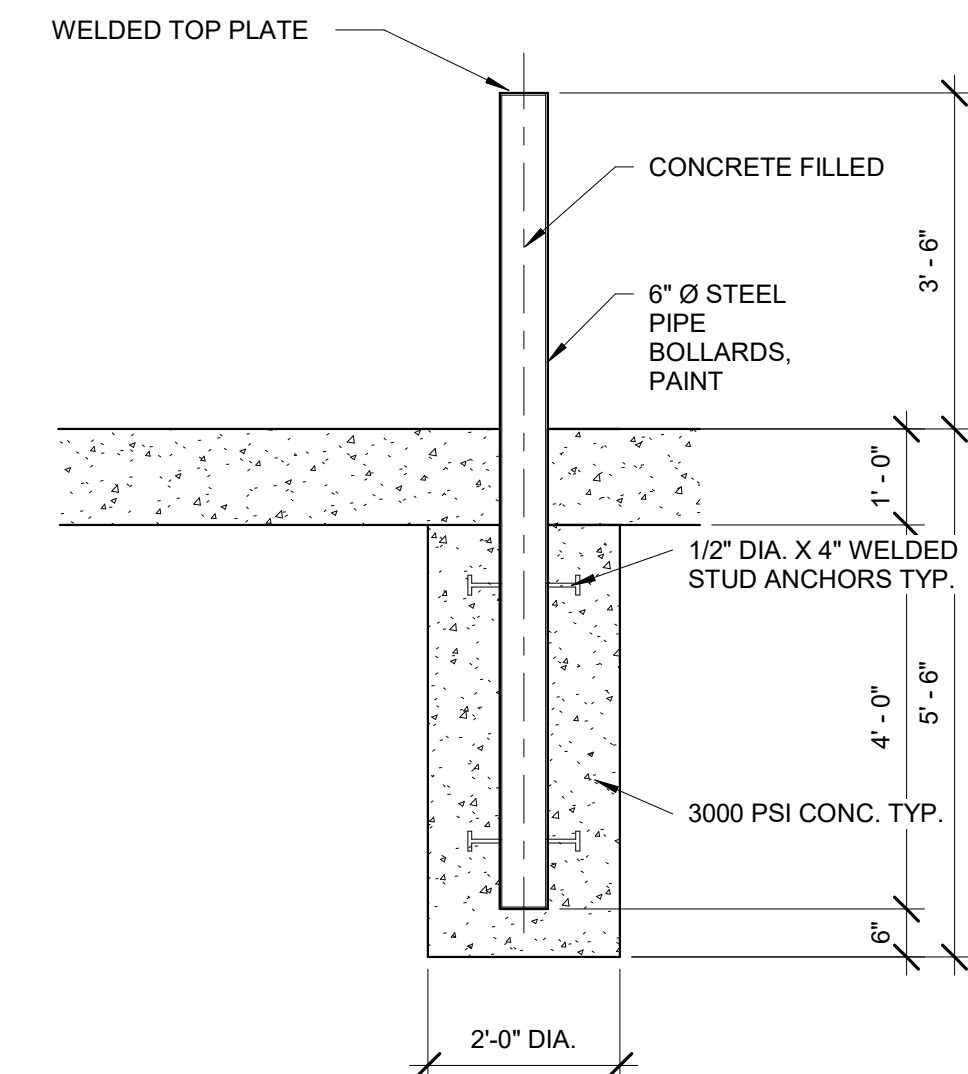
1 DUMPSTER PLAN WITH CMU WALLS
1/2" = 1'-0"



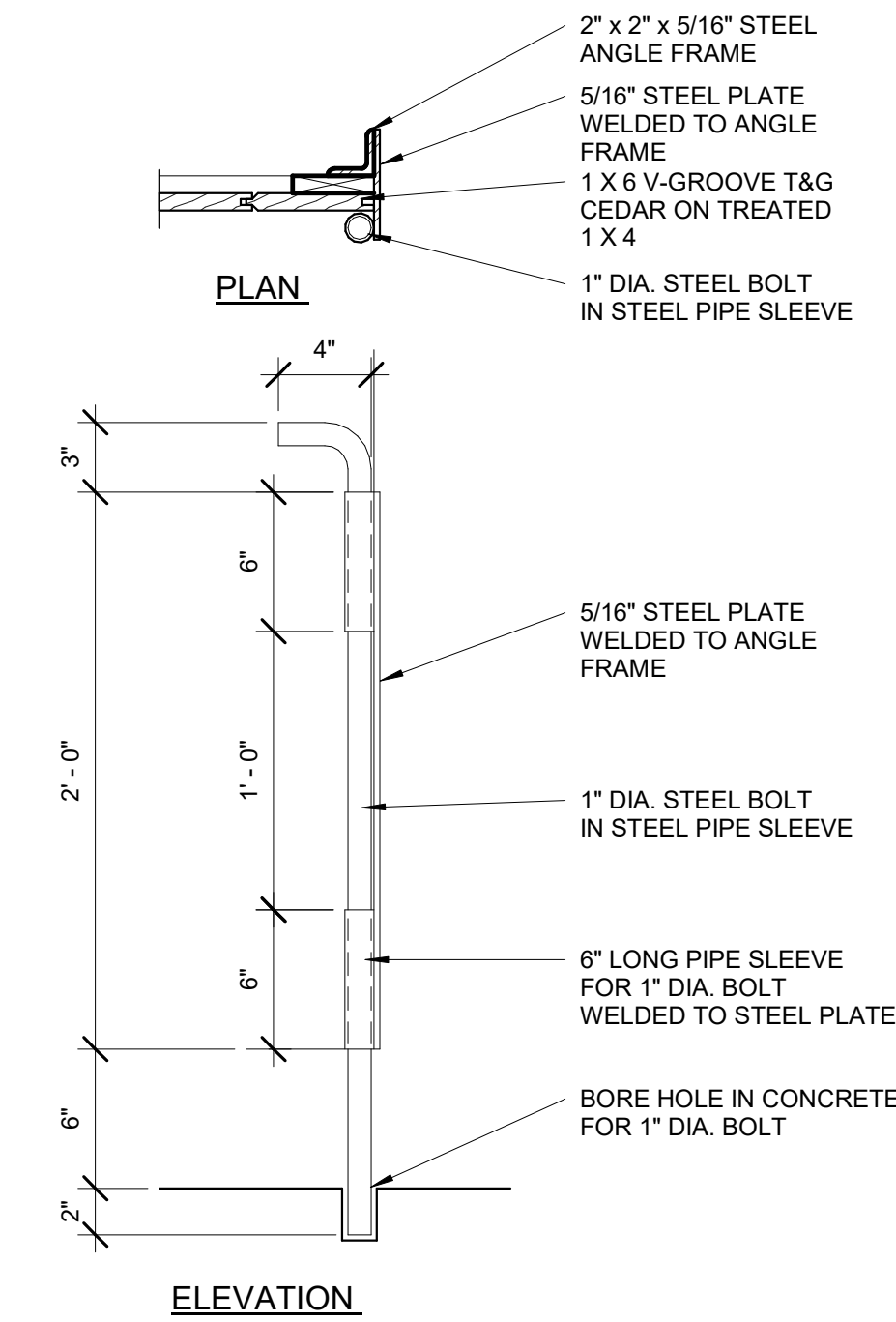
3 DUMPSTER WALL SECTION
3/4" = 1'-0"



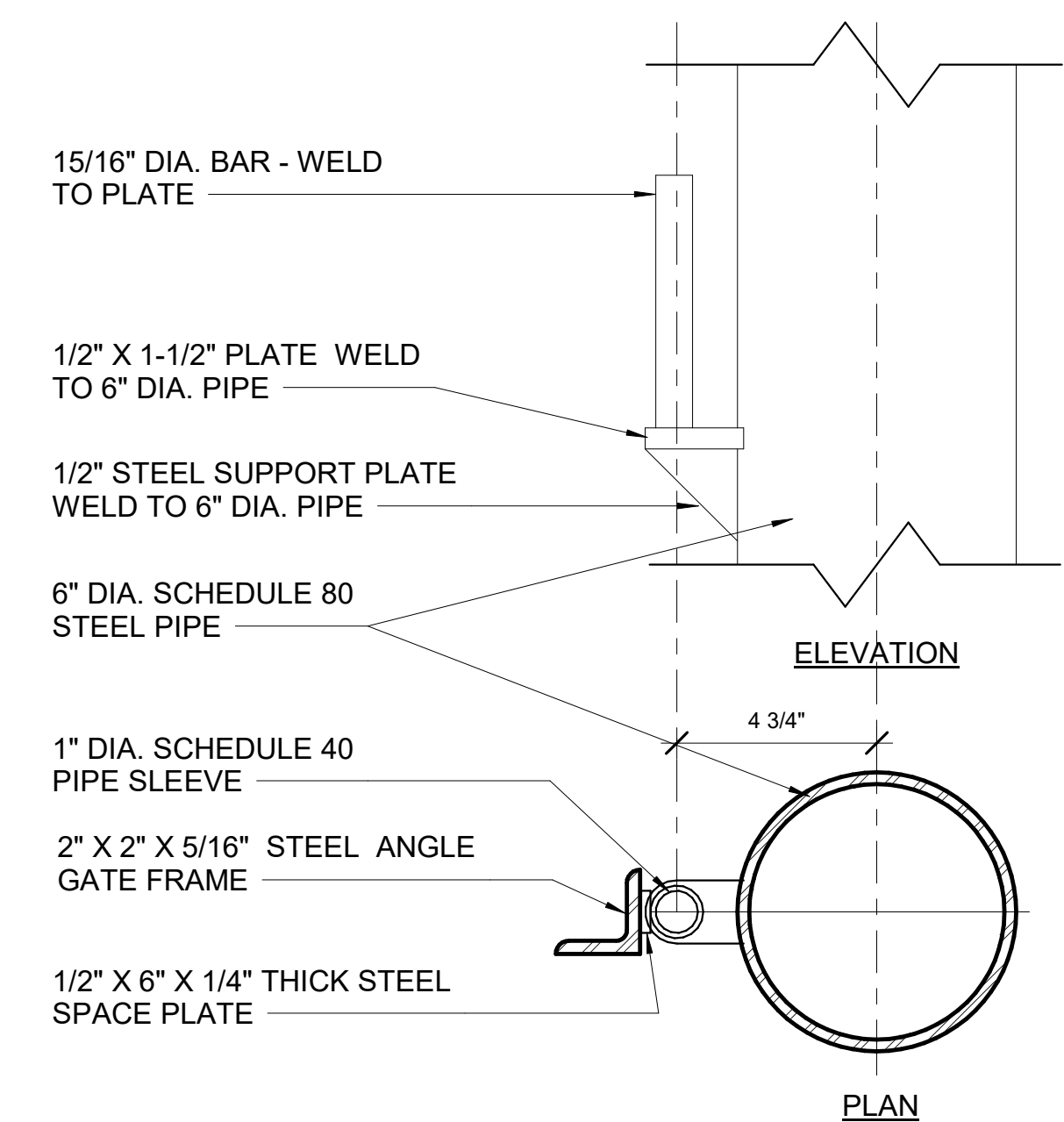
4 DUMPSTER GATE INSIDE ELEVATION
1/2" = 1'-0"



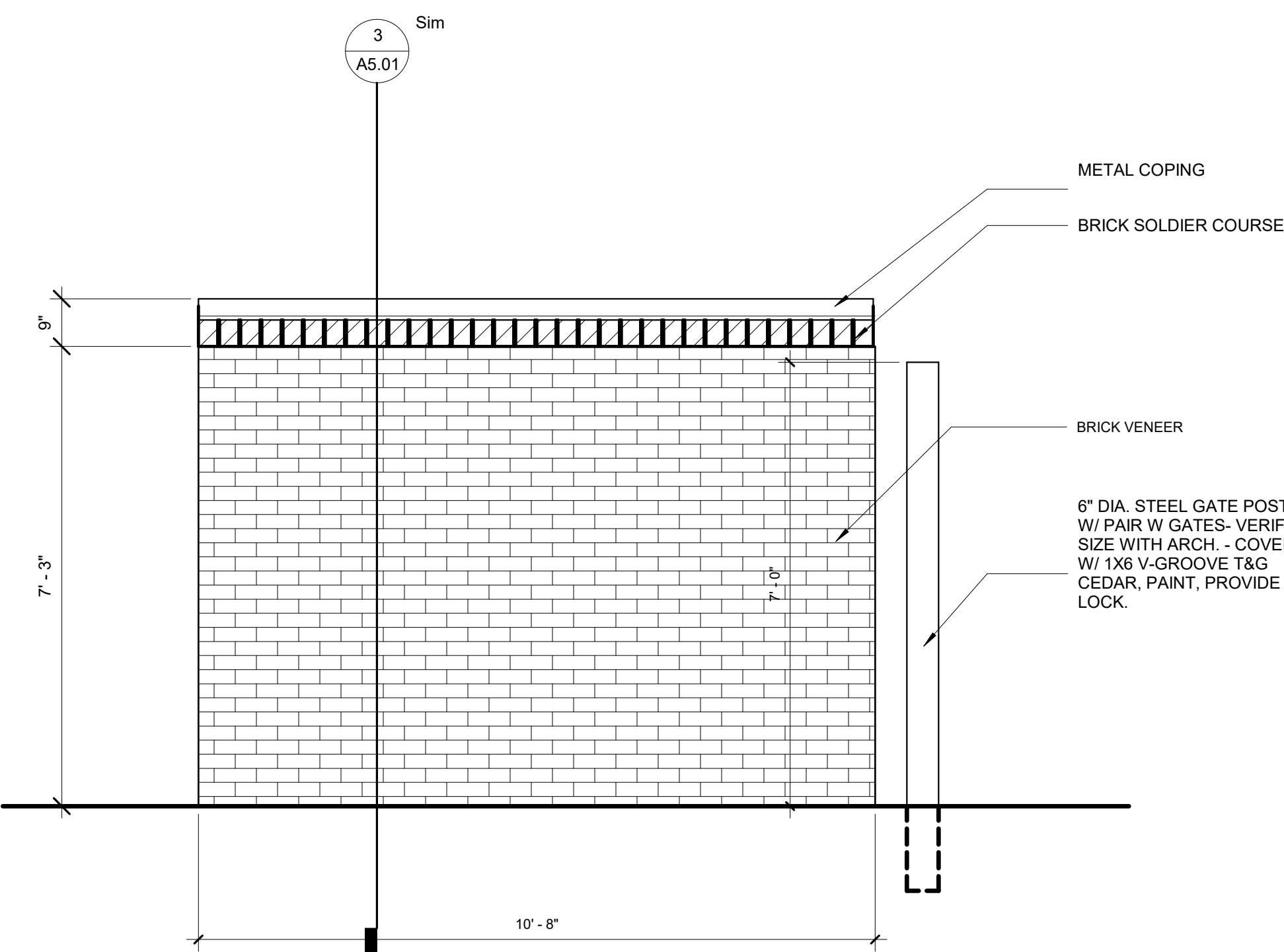
6 BOLLARD DETAIL
1/2" = 1'-0"



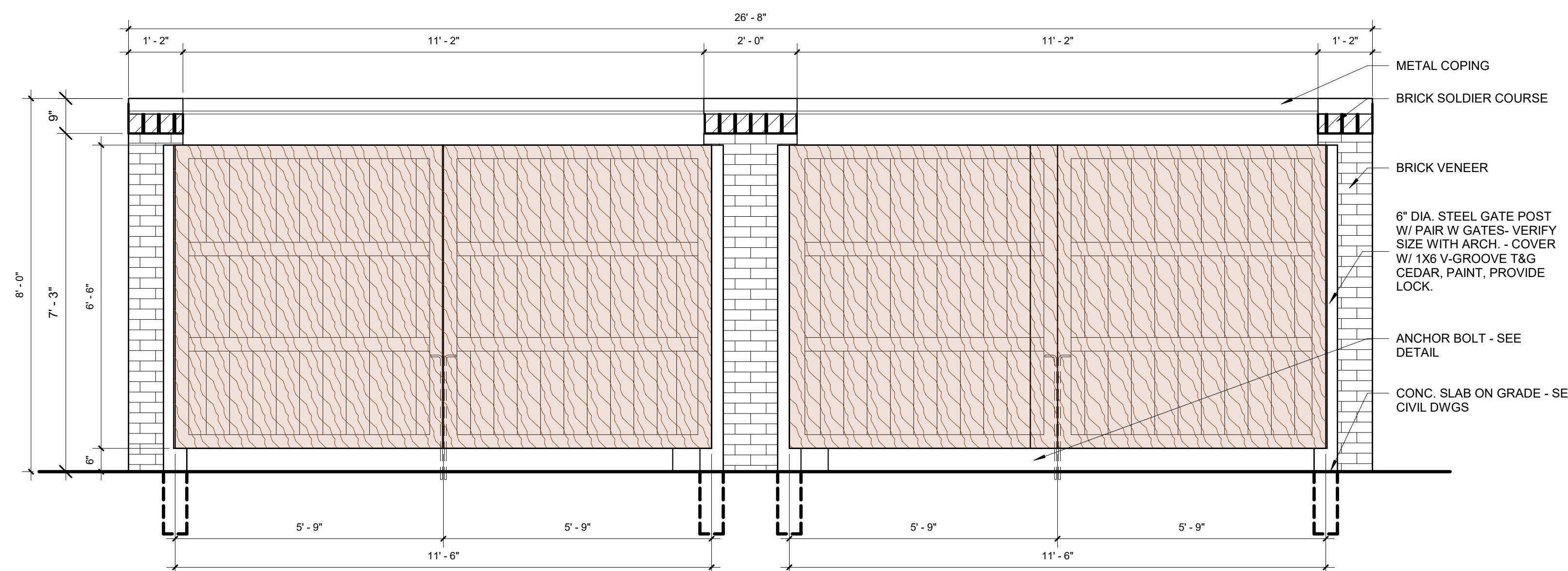
7 DUMPSTER BOLT DTLS
1 1/2" = 1'-0"



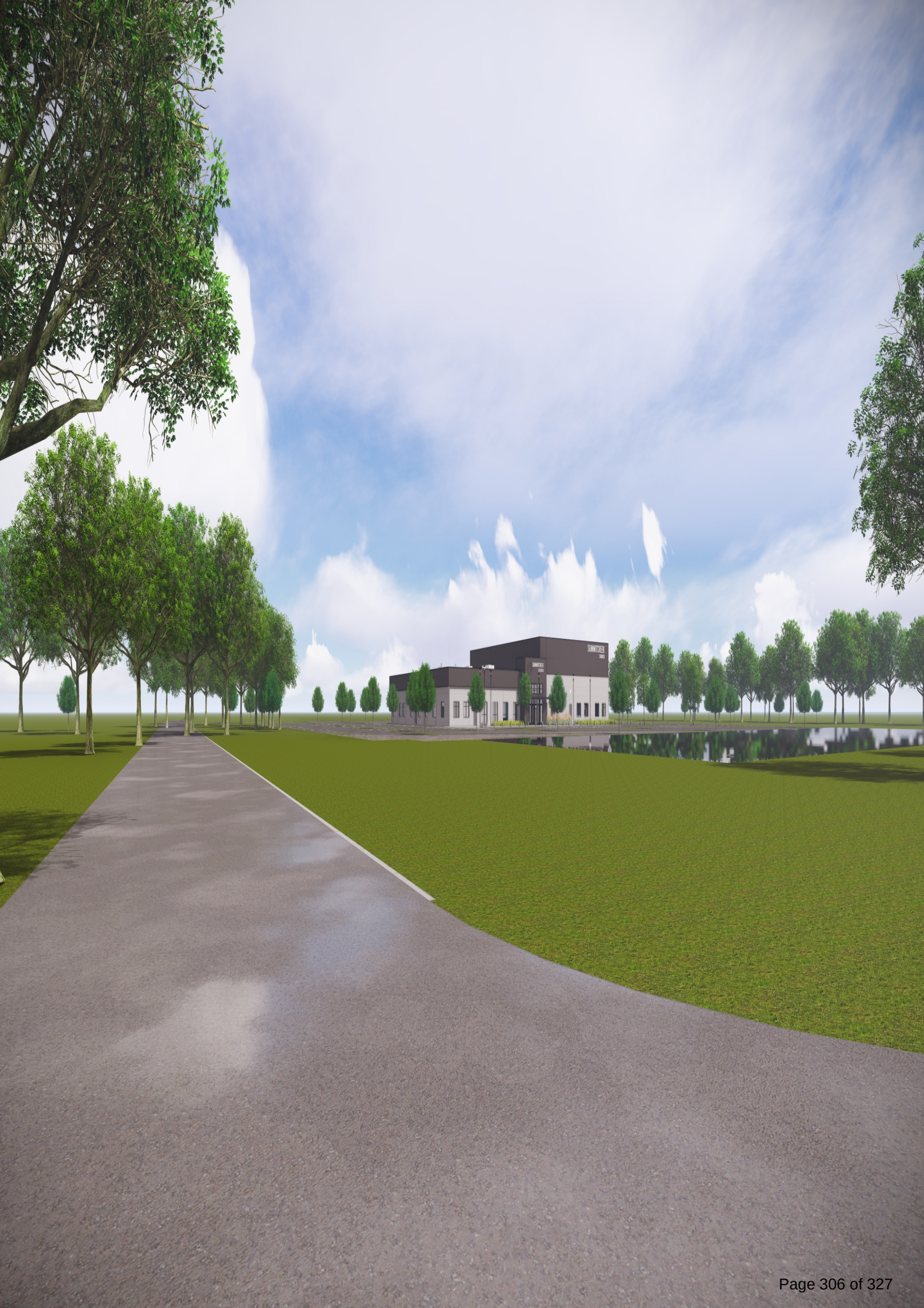
8 DUMPSTER HINGE DTL.
3" = 1'-0"

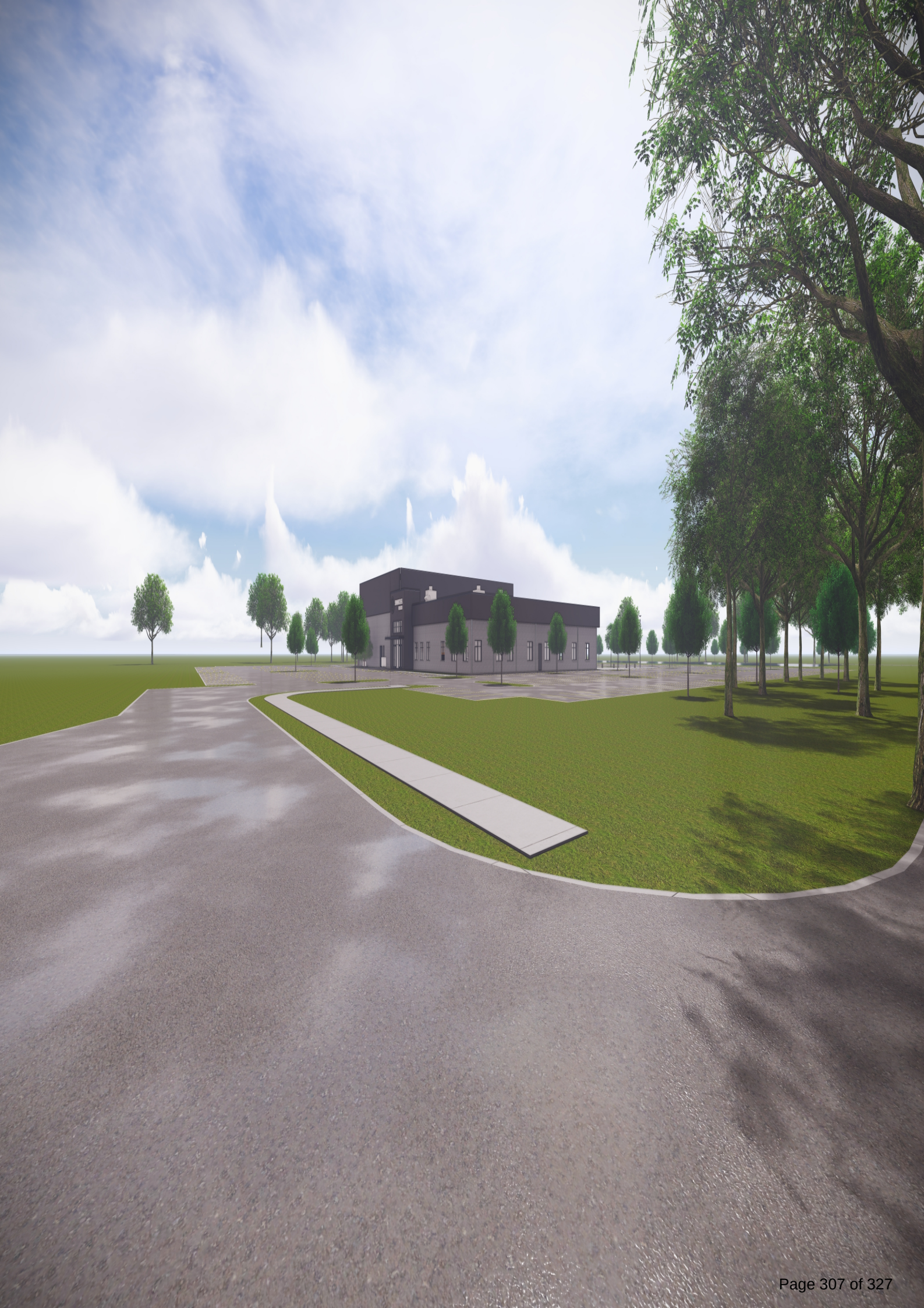


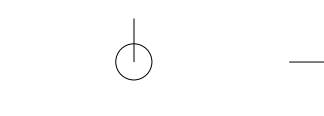
2 DUMPSTER ELEVATION
1/2" = 1'-0"



5 DUMPSTER FRONT ELEVATION
1/2" = 1'-0"







SUMMITCREEK CHURCH
NEW CONSTRUCTION
GRIMES, IOWA

NOT FOR
CONSTRUCTION

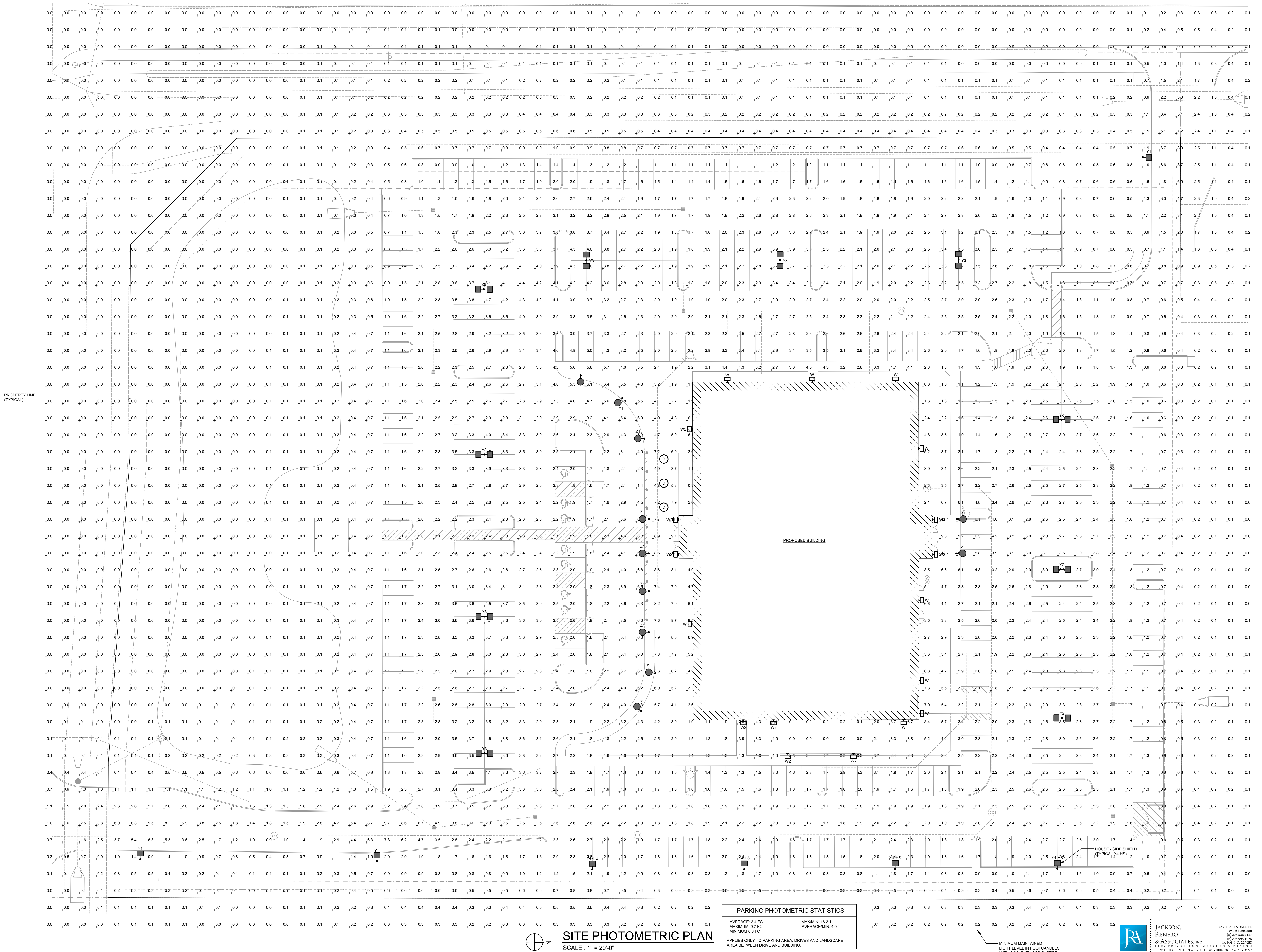
Revisions	No.	Description	Date

Project Number
23069

Date
10.17.2024

SITE
ELECTRICAL
PLAN

SL0.01



PARKING PHOTOMETRIC STATISTICS	
AVERAGE: 2.4 FC	MAXIMUM: 16.21
MINIMUM: 0.6 FC	AVERAGE MIN: 4.0:1
APPLIES ONLY TO PARKING AREA, DRIVES AND LANDSCAPE AREA BETWEEN DRIVE AND BUILDING.	

MINIMUM MAINTAINED
LIGHT LEVEL IN FOOTCANDLES
WITH 0.8 LIGHT LOSS FACTOR



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

December 5, 2024

Abaci Consulting

Attn: Dan DeCamp

3000 SE Grimes Blvd Ste 800

Grimes, Iowa 50111

RE: Summit Creek Church Site Plan

Dear Mr. DeCamp:

The Development Services Department is in receipt of a proposed Site Plan for the Summit Creek Church. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

- ~~1. Label storm easements to the North as private.~~
 - ~~a. What is the purpose of the NW easement?~~
1. What size meter are they planning on installing? They have a 3" service line but I do not believe they will have anything larger than a 2" meter. Please get in contact with Dave Guthrie with City of Grimes Public Works for a sizing analysis. **Staff understands that coordination is ongoing.**
2. Where does the stormwater drain to once it gets to SE 19th St? Staff is looking into this and the City infrastructure connections. **Staff understands that coordination with Foth is ongoing and Foth is in review of the current site plan.**
3. ~~Note that the necessary sidewalks/trails are the owner's responsibility. The owner has the option to pay the City to install them with the James Street improvements. The city requests that the owner bears the cost of the future 10' trail along SE 19th Street. The City will install the trail with the S James and 19th reconstruction project. Based on the 11/21/24 meeting, Summit Creek will pay for 8' of the trail along SE 19th St as stated within the covenants.~~
4. Note that the removal of the existing trail and the construction of the future 5' sidewalk along S James will be the responsibility of the City within the reconstruction project.

5. Design engineer to provide as-built record drawings per City of Grimes As-built Policy.
- ~~6. Please show proposed mailbox location.~~
- ~~7. Note that detailed specs for the pedestrian structure near the basin will need to be provided for the building permit application.~~
8. Note that all exit doors will require frost protected landing adjacent from the doors. Staff understands that the comment will be addressed and reflected in the architectural plans submitted for the building permit.
- ~~9. Please provide the location of the FDC and the Knox box on the plan.~~
- ~~10. Please provide the necessary labels and drawing of the railroad property between the site and the Meadowlark South Homeowner's association property.~~
- ~~11. Please verify that the site area and open space square footage are consistently represented throughout the entire plan. Numbers on L1 specifically differ from T1 and C1.~~
- ~~12. Provide photometric lighting plan.~~
13. Note that all plan review fees shall be received prior to City Council review.
14. Note that a preconstruction packet is required prior to construction. Staff will send after final site plan documents are received.
15. Note that CAD files will be required with the final plans.
16. Sanitary sewer connection fee is required with the site plan. The connection fee is \$2,394 per acre. Please provide fee payment prior to site plan approval.
- ~~17. Please show the fire hydrants on all sheets of the plan.~~
- ~~18. Please show the transformer/pec transformer pad on all sheets of the plan.~~
19. Please coordinate with Foth on the sidewalks/sidewalk connections to ensure future connections will be able to be made. Staff understands that coordination is ongoing.
20. Please coordinate with Foth on the future storm sewer intakes/lines to ensure future connections will be able to be made. Staff understands that coordination is ongoing.

21. The site will need to shift 17' to the East, as the future 5' sidewalk along S James will be within the 10' city improvement easement. Staff recommends all trees and shrubs not to be located within the PUE. Please coordinate with Foth for the exact location of the sidewalk.
22. Please provide cross sections for the North and South drives in the locations of the future trail and sidewalk that are a part of the S James and SE 19th Reconstruction project. There is coordination with Foth on this item. Staff understands that coordination with Foth is ongoing and Foth is in review of the current site plan.
23. Will there be a cross structure on the property? Or just the ground mounted sign?
24. The site is subject to the 19th street sewer connection fee district. The connection fee per acre is \$2,934.00 if paid before July 1, 2025. The connection fee is adjusted annually as of July 1 of each year according to the annual adjustment as provided in Section 13-3-7.
25. Please show the outline of the shade structure and any foundational pillars on the site plan. Linework can be dashed line and labeled as a future site improvement.
26. The PUE can lie within temporary detention areas, they just cannot lie within permanent pool areas. Staff would recommend doing some regrading to get the detention area out of the PUE, but it is not necessary.
27. Show labeled on the gazebo structure as a future site improvement.

T1 Title Sheet

1. Provide identification of current zoning and overlay zone. Property is within the R-4 zone and Transportation Corridor overlay zone.
2. Provide identification of future land use. Property is within the Urban Village (UV) future land use designation.
3. Please provide legal description of the property.
4. Please update the site address to 1801 S James Street. City Council acted on this address change but it may have not been recorded yet.
5. Add to note: "All construction shall be in accordance with the latest edition of Iowa SUDAS" and the City of Grimes Supplement Specifications.

6. Please include the accessory shade structure details within the project description/information section, including the height, size and square footage it will cover. If the applicant does not know these items yet, please take all items involving the canopy structure off of the plans (lighting, site plan, elevations) and it can be reviewed in an accessory permit in the future.

C1 Existing Conditions & Demolition

1. Provide locations of existing trees and trees that are planning to be removed on the property.
2. Show newly installed fiber line running along SE 19th Street.
3. Label storm sewer and access easements as private.

C2 General Information & Project Notes

1. Change note B under Storm Sewer Notes to read: "All flared end sections shall have footing. Apron guards required on all aprons 24" equivalent and larger. 18" equivalent and smaller aprons shall not have an apron guard". Change the 18' to 18". Minor typo.

C3 (a-c) Geometric Layout (Overall)

1. Double check setbacks/bulk regs
2. Will there be a monument sign located on the property? If so, please show proposed monument sign location. Note that a separate sign permit is required for approval of sign.
3. Please provide stop signs for traffic control at both access points.

C3a Geometric Layout (North)

1. It would appear the access drive has an added 12' for two exit lanes. This will be shortened greatly with the improvements along S James Street. Staff would suggest pulling the taper to the East to accommodate the final buildout.
2. Approach in ROW to be 8" thick PCC and connection to be SUDAS Type A with B joint. Change entrance to type A.
3. Delineate sidewalk through the driveway with 1/2" expansion joints.
4. Provide slope percentages with arrows showing slope direction.

C3c Geometric Layout (South)

1. ~~It would appear the access drive has an added 12' for two exit lanes. This will be shortened greatly with the improvements along S 19th Street. Staff would suggest pulling the taper to the North to accommodate the final buildout.~~

C4 Grading Plan (Overall)

1. ~~Provide slopes and cross slopes with arrows showing the direction of the slope.~~
2. ~~Provide details for all sidewalk ramps that include spot elevations and slopes.~~
3. ~~Ensure all sidewalk ramps are ADA accessible. An accessible route from public streets and sidewalks must connect directly or indirectly to all accessible facilities and elements on a site.~~
4. ~~Provide slopes for the walkway path and concrete pad accessory structure.~~

C4a Grading Plan (North)

1. ~~Verify landing at the top of the northern curb ramp at the northern entrance. Landing is required after the curb ramp. This comment is regarding the ramp on the sidewalk at the entrance. Please disregard comment as the sidewalk will be City's responsibility and does not need to be constructed with this project.~~
2. ~~Show basin overflow route.~~

C4b Grading Plan (Middle)

1. ~~Verify ditch grading along S James Street is maintained.~~

C4c Grading Plan (South)

1. ~~Show basin overflow route.~~

C5 (a, b, and c)

1. Provide the following:
 - a. ~~Clearly marked discharge points~~
 - b. ~~A proposed staging area~~
 - c. ~~A proposed concrete washout location (at least 50 feet from any storm structure including ponds)~~
 - d. ~~Ensure matting is installed on slopes 3:1 or greater~~
 - e. ~~Include scour protection at pond overflow~~

- ~~2. Please adjust the size of the construction driveway to follow SUDAS requirements.~~

~~2. Ensure all storm sewer in the ROW is RCP.~~

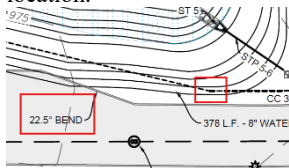
-

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13. Provide lighting locations.

14. Note that the existing storm structures underneath the access drives will need to be in place prior to the S James St and S 19th Street reconstruction for adequate storm flow but will eventually be removed and connected into the future storm lines as part of the reconstruction of the roadways.

15. Please update the bend near South entrance. Please update the water main label location.



16. Please verify that the North storm pipe through the easement is confirmed and known by the property owner.

17. How long is the temporary detention pipe and basin outlet pipe going to be in place and what is the timeline?

18. What are the wall widths for ST-4? 4' or 5'? Are the openings 6" or 9" tall? Please adjust the structure label to provide more detail. (i.e. is the top of the structure at 978.50 or is the opening? Are there openings on all 4 sides of the structure? What are the widths and heights of each opening?)

19. ST-6, fix the label for the outlet pipe. Should be STP 5-6.

20. Detention pond detail does not match C7 or the SWMP. Detail shown on C9 does not match the SWMP, or C7. Nor does it match an SW-513. Is this supposed to be an open sided area intake or a rectangular area intake? (I.e. does it have a solid lid with a manhole, or no lid at all?) The SWMP and C7 state an open sided area intake, the detail shows a rectangular area intake.

C9

1. Is there an orifice at ST2? If so, please label.

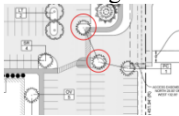
C10

1. Include Stabilization plan. Please see L1 Landscaping Plan comment #19

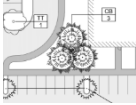
Commented [AH1]: Contacting our stormwater inspector, Kendra Daniels on if a plan needs to be included.

L1 Landscaping Plan

1. Please include outline of the detention pond. This will ensure that plantings will not be located within the detention pond area.
2. Please add the requirement of one (1) overstory tree is required for every fifty (50) feet of lot frontage to the planting key.
3. Ensure that there are overstory tree(s) every fifty (50) feet of the lot frontage.
4. Please provide utilities on the landscape plan. Ensure that all trees are not located on top of utilities. Staff suggests ensuring plantings are moved off of the utilities.
5. Please ensure all plantings are at least 5 feet from fire hydrants.
6. Label all ground cover types and locations (seed, sod, rock, mulch). Note on plan that all non-hard surfaces will be seeded or sodded will work. Please label rock/mulch landscape beds.
7. Please provide evergreens on the North side to provide screening for the future townhome development to the North.
8. Staff suggests changing circled trees to overstory to ensure visibility of pedestrians crossing both drives.



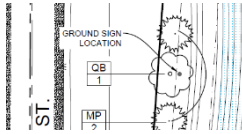
9. Ensure evergreen trees to not interfere with pedestrian walkways. This is a concern for when the trees are growing and when they become full grown. For example:



10. Please verify these trees within the landscaping schedule.

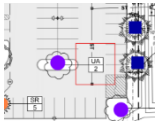


11. Please verify the correct quantity for QR planting on the landscaping schedule.
12. Please verify the BC planting quantity in the landscaping schedule.
13. Please ensure that the sign location does not interfere with landscaping.

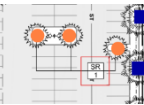


14. Please verify quantity of PC in plant schedule quantities. 2 PC trees are not on plan.

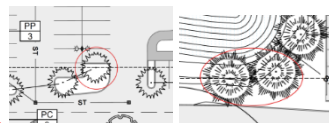
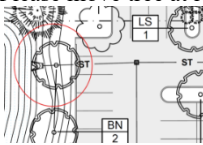
15. Please correct and confirm the number. The correct quantity is reflected in the plant schedule.



16. Please correct and confirm the number. The correct quantity is reflected in the plant schedule.



17. Please move tree at least 5' from storm.



18. Please move trees at least 5' away from water line.

19. Please include post construction stabilization type (seed or sod), seed or sod quantities, and locations of seed or sod. If seeded, please include the seed types.

Commented [AH2]: New comment for the stabilization from stormwater inspector

Stormwater Management Plan (SWMP)

1. Provide project summary that includes: Project Summary, Existing Conditions, Proposed Conditions, Offsite Drainage Areas, Methods for sizing storm sewer and detention/retention basins, Tables for allowable and proposed release rates, Assumptions, CPV and WQv analysis...

Commented [AH3]: SWMP comments will be coming next week. Jake has been given the updated SWMP that was submitted on 11/27/24

Commented [AH4R3]: SWMP comments have been provided on 12/4 and are included in comment letter now

- ~~2. Provide intake spread spreadsheets, including 100-yr analysis.~~
- ~~3. Provide storm sewer sizing spreadsheets, including 100-yr analysis.~~
- ~~4. Add contour labels to drainage maps.~~
5. Provide outlet protection design. Provide outlet protection design for STP 14-15.
Provide outlet protection calculations for STP 14-15.
- ~~6. Where is it stated that stormwater detention and treatment will be provided offsite in the future? Is there an agreement in place? Agreement was not provided.~~
- ~~7. SWMPs must be signed by an engineer.~~
- ~~8. South pond states there should be an opening of 3.7" on the outlet structure. The site plan shows an opening of 6". Please revise.~~
9. What is the 100-yr flow to ST 22? **Provide 100-yr analysis of ST22.**
- ~~10. Pipe capacity is exceeded in the 10-year even for pipes STP 17-18, 16-17, 12-23 (bldg.), and 11-12. Please state that they are undersized in the report.~~
- ~~11. Provide areas to the intake drainage area map.~~

SWPPP

1. Include the following:
 - a. Keep maps in SWPP up to date with each plan submittal.
 - b. All contractors/subcontractors must sign certification statement prior to working on site. All certification statements must be kept in SWPPP.
 - c. Include a SWPPP monitoring contact once known.
 - d. Include notification to City of Grimes Public Works in spill reporting.
 - ~~e. Include signature on NOI. Submitted electronically.~~
 - f. Include signature on City of Grimes SWPPP certification.
 - g. Provide construction schedule once known.
 - h. A filled out copy of the land disturbing activities affidavit.

Architecture and Building Elevations

1. **Provide elevations for the pedestrian structure near the basin. Staff understands it is under design, please provide once ready for review. If not going to be a part of this project, see T1 Title Sheet comment #6.**

2. Please provide colored elevations, inclusive of all structures (primary building, dumpster enclosure, etc)
3. Please provide square footage calculations for total facade as well as masonry for each elevation.
4. Please provide a materials key. Key should include the exact materials that will be used as well as an image showing the material visually.
5. Note that a minimum of 60% of all facades (exclusive of doors/windows) shall contain brick/stone, or similar concrete or masonry materials.
6. Note that a separate permit is required for the signage.
7. All roof-mounted equipment must be screened from the ROW (South and West). Please adjust accordingly. From the frontages all roof-mounted equipment besides the one shown is adequately screened. Please screen the one mechanical unit below or shift it to be similarly screened to the one on the right in the picture.



8. Label lighting locations, including egress lighting.
9. Provide dumpster enclosure elevations. The enclosure is required to have masonry consistent with the primary building and is required to have an opaque metal framed gate.
10. Please revise the elevation labels. Staff believes the directions to not match the building elevation shown for each label. (Example: The #1 elevation - West is the South Elevation)

11. Please verify masonry and total square footage on elevations. Masonry requirement is satisfied by both architect and staff calculations. Staff calculations are as follows:

- a. #1 total: 5,986 sf and masonry: 2,671 sf (44%)
- b. #2 total: 5,982 sf and masonry: 2,846 sf (47%)
- c. #3 total: 5,144 sf and masonry: 1,588 sf (31%)
- d. #4 total: 5,218 sf and masonry: 2,595 sf (50%)

12. Please provide colored elevations for the accessory shade canopy structure going near the South entrance of the building, if apart of this project. See T1 Title Sheet comment #6.

Lighting Plan

- 1. Please verify that all lights will be downcast. Lighting consultant relays message that Type W2 wall lights are not downcast but are “low output and shielded (indirect lighting)” and this is acceptable by staff.

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE: December 5, 2024
(1 PDF of Site plan with Elevation Plan included)

PLANNING & ZONING: December 3rd at 5:30 p.m.

COUNCIL MEETING: December 10th at 5:30 p.m.

Please feel free to contact me at ahoodjer@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,



Alivia Hoodjer
Assistant Planner

CITY COUNCIL COMMUNICATION
Meeting Date: 12/10/2024

AGENDA ITEM:

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

RESOLUTION 12-2824 PROVIDING FOR CLOSED SESSION UNDER IOWA CODE
SECTION 21.5 1 (I) TO EVALUATE THE PROFESSIONAL COMPETENCY OF AN
INDIVIDUAL WHOSE APPOINTMENT, HIRING, PERFORMANCE, OR DISCHARGE IS
BEING CONSIDERED NECESSARY TO PREVENT NEEDLESS AND IRREPARABLE
INJURY TO THAT INDIVIDUAL'S REPUTATION AND THAT INDIVIDUAL REQUESTS A
CLOSED SESSION

Grimes Resolution No. 12-2824

WHEREAS, meetings of the governmental body shall be held in open session unless closed sessions are expressly permitted by law;

WHEREAS, Iowa Code Section 21.5 provides for closed session under certain conditions;

WHEREAS, Iowa Code Section 21.5(1)(i) states: to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session;

WHEREAS, the individual has requested a closed session.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, to go into closed session as provided under Iowa Code 21.5(1)(i).

PASSED and APPROVED on December 10, 2024.

Scott Mikkelsen, Mayor

Attested:

Rachel Greving, City Clerk

December 2, 2024

2005 NW Harvest Dr
Grimes, IA 50111

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

Mayor Mikkelsen and City Council,

I respectfully request that you take the necessary steps to conduct my annual performance review in closed session pursuant to Chapter 21.5 (1) (i) of the Iowa Code.

Sincerely,

A handwritten signature in blue ink, appearing to read "J R Anderson", with a stylized flourish at the end.

Jacob R. Anderson