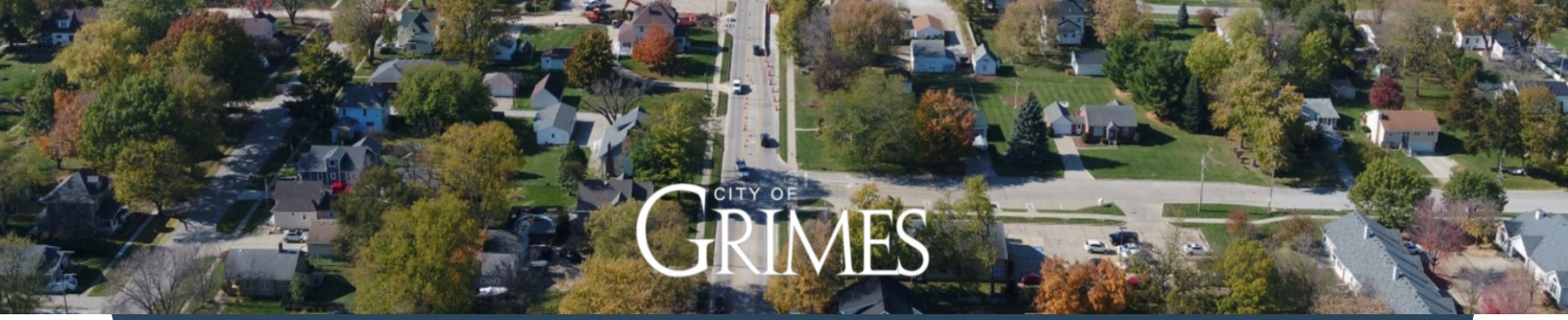


City Council Agenda

Grimes City Council
March 11, 2025 @ 5:30 PM
In Person at Grimes Community Center, 410 SE Main Street

Public Comment: If you would like to address the City Council during the Public Comment portion of the meeting, please sign up upon entrance to the meeting. Participants must be recognized by the presiding officer and must state their full name and address before addressing the City Council. The presiding officer will recognize you for 3 minutes of comment, and your microphone will be turned on. Pursuant to §21.4(2) of the Code of Iowa (2019), the City has the right to amend this agenda up until 24 hours before the posted meeting time. For any additional assistance or questions in attending the meeting, please call 515-986-3036. Meetings will be recorded.

BUSINESS MEETING AGENDA

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 03-0125 Approving Previous Meeting Minutes
    b. Resolution 03-0225 Claims Report $1,798,702.07
    c. Receiving and Filing Reports
        i. Finance Report for February 2025
    d. Resolution 03-0325 Accepting Public Improvements in the James Pointe Townhomes Site Plan
    e. Resolution 03-0425 Approving Purchase Agreement - Brelsford Properties LLC - Gateway Drive and E. 1st Street Improvements
    f. Resolution 03-0525 Approving Consent and Agreement to Improvements Within Overland Flowage Easement for Lot 1 of Willow Hills Plat 1 - 2725 NW Brookside Drive

g. Resolution 03-0625 Approving State of Iowa Alcohol Licenses

h. Resolution 03-0725 setting the date for public hearing to consider amending Grimes Code of Ordinances regarding the amount charged under section 9-15-6(1) for collection of recyclable materials, and section 9-13-9(1) for collection of solid waste.

i. Resolution 03-0825 Approving Veterans Exhibit Sculpture Sponsorship Agreement

j. Resolution 03-0925 Approving Payments for Professional Services

   i. Confluence, Inc. Invoice #8 - Lions Park - Phase One $8,098.56

   ii. OPN Architects, Inc. Invoice #6 - Grimes Public Administration Building $23,638.63

   iii. Snyder & Associates, Inc. Invoice #1 - NE Gateway Drive Permanent Traffic Signal $17,206.00

   iv. Snyder & Associates, Inc. Invoice #3 - NE Gateway Dr. Temporary Traffic Signal $23,870.78

   v. Snyder & Associates, Inc. Invoice #8 - 2022-2025 On-Call Traffic Planning & Engineering Services $8,111.75

   vi. Snyder & Associates, Inc. Invoice #16 - Traffic Signal Network Communication Project $7,773.50

   vii. Snyder & Associates, Inc. Invoice #25 - NE Destination Dr. & NE Beaverbrooke Blvd. Improvements $8,053.10

k. Resolution 03-1025 Approving Capital Project Payment Requests

   i. Rognes Corporation PA #19 - WRA Grimes Connector - Contract 3 $4,179.00

   ii. Rognes Corporation PA #20 (Retainage) - WRA Grimes Connector - Contract 3 $42,711.94

l. Resolution 03-1125 Approving Change Orders

   i. Change Order #4 Rognes Corporation - WRA Grimes Connector - Contract 3 $4,200.00

m. Resolution 03-1225 Approving Lease Agreement - Verizon Wireless - Hy-Vee Multi-Plex Cell Tower

n. Resolution 03-1325 Approving Offer to Purchase and Agreement - McDonalds - E 1st and Gateway Drive Improvements

o. Resolution 03-1425 Approving Development Agreement - Mid-American Energy - NE Destination Drive Extension

p. Resolution 03-1525 Accepting the WRA Grimes Connector - Contract 3

q. Resolution 03-1625 Setting the date for public hearing and additional action on proposal to enter into a General Obligation Loan Agreement in a principal amount not to exceed $9,510,000

r. Resolution 03-1725 To fix a date of meeting at which it is proposed to take action for the issuance of not to exceed $3,560,000 General Obligation Local Option Sales Tax Bonds

s. Resolution 03-1825 Supporting Arbor Day in the City of Grimes

t. Resolution 03-1925 Renewing Contract of Cemetery Lawn Care Services and Chemical Application

u. Resolution 03-2025 to Approve Amendment to Lease Agreement with T-Mobile

v. Resolution 03-2125 Approving Offer to Purchase and Agreement - DeYoung - SE Little Beaver Dr and SE 4th St Reconstruction

w. Resolution 03-2225 2023 CIPP Lining Program Construction Contract Settlement Agreement

ACTION ITEMS

1. Resolution 03-2325 Approving Final Plat of Legacy at James Street Plat 2 and Certain Related Easements and Agreements
2. Third Consideration of Ordinance 794 Founders Glen PUD Rezone
3. Third Consideration of Ordinance 795 Harvest Pointe PUD Rezone
4. Staff Reports
5. Mayor and City Council Reports
6. Adjournment

RESOLUTION 03-0125 APPROVING PREVIOUS MEETING MINUTES

Grimes Resolution No. 03-0125

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 that:

1. The minutes of the previous meeting are hereby approved as presented.
2. The City Clerk shall ensure that the approved minutes are properly recorded and maintained as part of the official records of the City of Grimes.
3. The city Clerk shall also ensure compliance with all application publication and record-keeping requirements as outlined in Iowa law.

PASSED and APPROVED on March 11, 2025.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rachel Greving, City Clerk

CITY COUNCIL MEETING
Tuesday, February 25, 2025

The Grimes City Council Meeting was held in-person. The meeting was called to order by Mayor Scott Mikkelsen, February 25, 2025, at 5:31 p.m. at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa.

BUSINESS MEETING AGENDA

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

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

4. Approval of Agenda

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

5. Public Forum

   No speakers addressed the Council during Public Forum.

6. Approval of the Consent Agenda

   a. Resolution 02-2425 Approving Previous Meeting Minutes
   b. Resolution 02-25 Claims Report $2,463,133.82
   c. Receiving and Filing Reports
      i. Chipotle Appreciation Letter – Development Services
   d. Resolution 02-2624 Setting Public Hearing (03-25-2025, 5:30 PM): Hope Horizon PUD Rezone
   e. Resolution 02-2725 Setting the date for Public Hearing on the Fiscal Year 2025-2026 Proposed City Property Tax Levy
   f. Splash Pad Sponsorship Agreement with Grimes Community Foundation
   g. Resolution 02-2825 Approving Payments for Professional Services
      i. Foth Infrastructure & Environment, LLC Invoice #14 - SE/SW 19th Street Sanitary Sewer Extension $1,084.00
      ii. Foth Infrastructure & Environment, LLC Invoice #15 - 2021 Sanitary Sewer Collection System Study $31,507.60
      iii. Foth Infrastructure & Environment, LLC Invoice #20 - S James Street & SE 11th Street Improvements $2,366.00
      iv. McClure Engineering Company Invoice #8 - CIP Update, Standpipe Imp., Booster Pump Upgrades & On-Call Services $5,096.25

v. McClure Engineering Company Invoice #28 - Phase 1A Water System Improvements $10,337.50
vi. SVPA Architects Invoice #23 - Grimes Public Safety Center $7,854.00
vii. Weitz Company Invoice #10 - Grimes Public Safety Center $106,377.00

h. Resolution 02-2925 Approving Capital Project Payment Requests
   i. 1st Interiors, Inc. PA #3 - Grimes Public Safety Center $119,355.15
   ii. Henkel Construction Company PA #2 - Grimes Public Safety Center $761,852.50
   iii. Kruck Plumbing & Heating, Inc. PA #7 - Grimes Public Safety Center $119,179.40
   iv. Preload, LLC PA #14 - Ground Storage Reservoir $40,712.25
   v. Renda Electric PA #4 - Grimes Public Safety Center $9,709.00
   vi. Absolute Concrete Construction, Inc. PA #16 - S James Street and SE 11th Street Improvements $20,151.88
i. Resolution 02-3025 to Amend Contract for Professional Services with MSA Professional Services, Inc. for SE Little Beaver Dr. and SE 4th - 6th Sts. Reconstruction
j. Resolution 02-3125 Approving Application for State of Iowa Tobacco License for Glass and Metal Devices to Atomic Cloud Vapor
k. Resolution 02-3225 Approving Amendment to 28E Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines Area
l. Resolution 02-3325 Setting Date of Public Hearing to Consider Amending Provisions in Title 12 Zoning Regulations of the Code of Ordinances of the City of Grimes, Iowa Regarding Vehicle Sales and Accessory Buildings
m. Resolution 02-3425 Approving Agreement Regarding Sidewalk Construction for Lot 1 Hope Commercial Plat 7

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

ACTION ITEMS

1. Second Consideration Ordinance 794 Founders Glen PUD Rezone

   Senior Planner Martin provided a brief review of the rezone. No changes have been made since the first consideration, and staff recommends approval.

   Mayor Mikkelsen asked for approval of Second Consideration of Ordinance 794 Founders Glen PUD Rezone
   Moved by Johansen, Second by Burger, to approve Second Consideration of Ordinance 794 Founders Glen PUD Rezone
   Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

2. Second Consideration Ordinance 795 Harvest Pointe PUD Rezone

   Senior Planner Martin gave a short summary of the proposal. No changes have occurred since the first consideration, and staff recommends approval.

   Mayor Mikkelsen asked for approval of Second Consideration of Ordinance 795 Harvest Pointe PUD Rezone

Moved by Gisch, Second by DePhillips, to approve Second Consideration of Ordinance 795 Harvest Pointe PUD Rezone
Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

3. Legacy at James Street Plat 2 Preliminary Plat

   Assistant Planner Hoodjer presented the details of the preliminary plat. The plat accounts for one developed lot and future SW 28th Street right-of-way.

   Mayor Mikkelsen asked for approval of Legacy at James Street Plat 2 Preliminary Plat
   Moved by Johansen, Second by Burger, to approve Legacy at James Street Plat 2 Preliminary Plat
   Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

4. Legacy at James Street Plat 2 Lot 1 Site Plan

   Assistant Planner Hoodjer showed features of the proposed site plan. Overall, it meets requirements. Subject to comments, staff recommends approval.

   Council members asked questions pertaining to the size of SW 28th Street. Staff assured Council that it has been identified as a road requiring two lanes, and it would be widened to three lanes when more right-of-way is acquired, and three lanes are needed.

   Mayor Mikkelsen asked for approval of Legacy at James Street Plat 2 Lot 1 Site Plan
   Moved by Johansen, Second by Burger, to approve Legacy at James Street Plat 2 Lot 1 Site Plan
   Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

5. Staff Report

   Anderson provided a reminder of the joint workshop with Planning and Zoning Commission following the meeting.

6. Mayor and City Council Report

   No report given.

7. Adjournment

   There being no further business, the meeting was adjourned at 5:54 p.m.
   Motion by Gisch, Second by Johansen to adjourn.
   Roll Call: Ayes: All; Nays: None; Motion passes: 4 - 0.

ATTEST:

_____ _____

Rachel Greving, City Clerk Scott Mikkelsen, Mayor

CITY COUNCIL BUDGET WORKSHOP MEETING
Tuesday, February 25, 2025

The Grimes City Council and Planning & Zoning Workshop Meeting was held in-person. The meeting was called to order by Development Services Director Pfaltzgraff, February 25, 2025, at 5:59 p.m. at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa.

Present: Mayor Scott Mikkelsen, Council Members: Eric Johansen, Ryan Burger, David Gisch, and Laurie DePhillips, Planning and Zoning Commission Members: Scott Almeida, Russ Lickteig, Adam Bunge, and Abi Reiland

WORKSHOP MEETING AGENDA

1. Call to Order

2. Comprehensive Plan Update

   Chris Shires of Confluence gave a presentation explaining phases for the design of a new comprehensive plan to be completed by the end of 2025.

3. Adjournment

   The workshop was adjourned at 7:28 p.m.

ATTEST:

_____ _____

Rachel Greving, City Clerk Scott Mikkelsen, Mayor

RESOLUTION 03-0225 CLAIMS REPORT $1,798,702.07

Grimes Resolution No. 03-0225

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 March 11, 2025.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rachel Greving, City Clerk

City of Grimes Claims 3.11.25

ICAP	CITY INSURANCE	$	502,225.00
HEARTLAND PAYMENT SYSTEMS	LIBRARY CREDIT CARD FEES	$	273.28
A TECH INC.	FIRE MONITORING 3/1-5/31/25 - LIBRARY	$	165.00
JOHNSON CONTROLS SECURITY	CH SECURITY 3/1-5/31/25	$	961.51
BAKER & TAYLOR	LIBRARY MATERIALS	$	1,734.25
BASCOM TRUCK	S205 MAINTENANCE/TIRE REPAIR	$	3,455.68
BLACK HILLS ENERGY	GAS	$	4,963.51
BLACKBURN MFG. CO.	UTILITY LOCATING PAINT	$	611.05
BOMGAARS	DS/PW/PLEX-SUPPLIES/CLOTHING	$	1,589.06
CENTRAL IOWA PEST	CITY PEST CONTROL	$	510.00
CITY OF JOHNSTON	28E FIRE/AMB MONTHLY MAR 2025	$	216,667.67
CITY STATE BANK	CREDIT CARD FEES-PARKS/LIB	$	40.00
COLLECTION SERVICES CENTER	CHILD SUPPORT	$	957.68
CROWN TROPHY	BASKETBALL PLAQUES	$	55.35
DEMCO	LABELS/DIVIDERS/BOOKMARKS/STICKERS-LIB	$	65.58
EXCEL MECHANICAL CO	NSC/GCC/OLD LIB REPAIRS	$	5,915.18
CFI SALES	R104/P405 TIRES	$	1,381.72
CERTIFIED LABORATORIES	AEROSOL WD40-PW	$	219.10
GREATER DM PARTNERSHIP	DMDC CONFERENCE 2025-ANDERSON	$	2,750.00
DORSEY & WHITNEY LLP	LEGAL SERVICES	$	3,988.91
HILLYARD	RESTROOM SUPPLIES-GCC	$	953.03
MIDWEST TAPE	LIBRARY MATERIALS	$	2,228.59
HOTSY CLEANING SYSTEMS	HOTSY MAINTENANCE-PW	$	431.89
IOWA ASSN OF MUNICIPAL UTILITES	3/2025-2/2026 WATER MEMBER DUES	$	1,306.00
D.I.A.L/ELEVATOR SAFETY BUREAU	LIB ELEVATOR REINSPECTION 2.11.25	$	300.00
IOWA DEPT OF REVENUE	FEBRUARY 2025 WATER EXCISE TAX	$	20,896.33
IOWA DOT	LIQUID BRINE	$	810.00
IMFOA	4/1/25-3/31/26 DUES - WOODKE	$	50.00
IOWA STATE UNIVERSITY	SIDEWALK/CURB DESiGN TRAINING-HANSON	$	50.00
KLINE ELECTRIC INC	QUIET ROOM #3 SENSOR REPAIR-LIB	$	712.21
LEAF	COPIER CONTRACT - DS	$	325.78
LIBERTY READY MIX	PROJECT CONCRETE	$	872.50
LOGAN CONTRACTORS SUPPLY	CONCRETE SUPPLIES	$	347.40
LAKESHORE LEARNING	LIBRARY MATERIALS	$	274.85
MEDIACOM	PW INTERNET AND TV	$	345.40
METRO WASTE AUTHORITY	FEBRUARY 2025 GARBAGE/CURB-IT FEES	$	74,359.69
MIDWEST WHEEL COMPANIES	S202 TAIL LIGHT	$	156.72
MIDAMERICAN ENERGY	ELECTRIC	$	8.33
MUNICIPAL SUPPLY, INC.	WATER METERS/METER PARTS/SUPPLIES	$	8,421.79
NAPA AUTO PARTS	OIL FILTERS-PW	$	75.86
NORTHWAY CORPORATION	S JORDAN WELL CASING REPAIRS	$	303,634.00
O'REILLY AUTO PARTS	VEHICLE BATTERY/SUPPLIES-PW/PARKS	$	633.69
OFFICE DEPOT	GCC OFFICE SUPPLIES	$	64.61

TRUE VALUE	DURANGO LIGHT BAR REPAIR	$	19.98
PETERSON PEST & TERMITE	PEST CONTROL-LIBRARY	$	45.00
ARSL	LIBRARY MEMBERSHIP 5/2025-5/2026	$	225.00
RHINER'S PLUMBING	STOPBOX REPAIR - WOODBINE DR	$	1,800.00
ASPHALT PAVING ASSOCIATION	2025 GIAC - HANSON	$	375.00
SMITH'S SEWER SERVICE	JETTING - N JACOB	$	448.00
SNYDER & ASSOCIATES	NE GTWY#3/NE BVR#25/TRAF SIG#16/OC#8/TRAF#1	$	65,015.13
TOMPKINS INDUSTRIES INC.	S205 SUPPLIES-PW	$	114.35
TRIPLETT OFFICE ESSENTIAL	OFFICE DESK-PARKS/WHITHAM	$	1,416.26
UNITED RENTALS	THORPE VALVE REPLACEMENT RENTAL EQUIP	$	264.00
CINTAS FIRST AID & SAFETY	AED/SAFETY CABINETS-PARKS/GCC/CH/PW	$	1,115.50
ULINE	TRASHBAGS/SUPPLIES-SPORTS COMPLEXES	$	3,079.32
VAN WALL EQUIPMENT	S405/S404 MAINTENANCE/SUPPLIES	$	3,538.76
MERCYONE OCCUPATIONAL HEALTH	RANDOM DOT TESTING	$	243.00
CENTURY LINK	3/1-3/31/25 PHONE SERVICE-PW	$	140.94
ROGNES CORP	WRA CONN CONTRACT 3 #19/ #20 RETAINAGE	$	46,890.94
EFTPS	FED/FICA TAX	$	52,297.57
KANOPY INC	LIBRARY MATERIALS	$	60.00
DES MOINES WATER WORKS	CIWW JOINT FIXED/EXPANSION-MAR 25	$	65,726.00
POLK CO TREASURER	FEBRUARY CONTRACT 2025	$	125,213.92
OPN ARCHITECTS	PROFESSIONAL SERVICES-PUBLIC ADMIN	$	23,638.63
BEELINE + BLUE	SCANNING PROJECT-DS	$	677.18
MENARDS	MAILBX REPLC/SUPPLIES-PW/PLEX/PARKS/LIB	$	890.96
MI-FIBER, LLC	INTERNET-GCC/DS	$	387.90
DENMAN & COMPANY, LLP	AUDIT SERVICES FY2024 FINAL	$	2,000.00
VOYA	DEFER COMP PRE	$	4,099.70
AIG	DEFER COMP ROTH	$	790.50
HORACE MANN	DEFER COMP ROTH	$	500.00
MASSMUTUAL	DEFER COMP PRE	$	2,268.00
NILLES ASSOCIATES	ON-CALL SURVEY SERVICES/BRENTWD DRAIN IMPR	$	11,833.50
LUMEN CENTURY LINK	1/16-2/15/25 FIBER-CIWW	$	644.70
ANKENY SANITATION	MAR 2025 RECYCLING/GARBAGE-WATER PLANT	$	600.00
EBS	MARCH PREMIUMS	$	2,611.97
BAKER GROUP	SALTO LICENSE - MOBILE/IT	$	345.00
INTERSTATE POWER SYSTEMS	WRA LS/GCC GENERATOR MAINTENANCE	$	2,233.89
BRADSHAW FOWLER PROCTOR	LEGAL SERVICES	$	192.50
CITY OF GRIMES FLEX	EMPLOYEE FLEX SPENDING	$	7,623.76
CONFLUENCE	LIONS PARK - PHASE 1 DESIGN	$	8,098.56
HEARTLAND BUSINESS	MONTHLY OFFICE 365/ENTERPRISE SERVICES	$	3,750.50
CITY OF GRIMES HSA	EMPLOYEE FLEX SPENDING	$	498.74
AGRILAND FS, INC	FUEL-FD/PW/PARKS/DS	$	2,952.74
AMAZON	SUPPLIES/PROGRAMMING-LIB/PLEX/DS/PARKS	$	2,081.17
DIALMYCALLS	UB AUTO CALLS-ANNUAL CONTRACT	$	539.89
RINGCENTRAL, INC.	CITY PHONE SERVICES - SHARED	$	2,813.97

US CELLULAR	LIBRARY HOTSPOTS	$	781.95
SBS SERVICES GROUP LLC	CLEANING MARCH 2025 - LIB/PW/GCC	$	4,682.96
CITY TRACTOR CO., INC	AVANT SKIP BUCKET-PLEX	$	1,945.96
METRONET	INTERNET FOR FLEXNET SYSTEM	$	237.25
RTL EQUIPMENT INC	EQUIP RENTAL 54TH/86TH	$	1,400.00
GANNETT IOWA LOCALIQ	PUBLICATIONS	$	442.20
METRON FARNIER LLC	HYDRANT METERS	$	2,575.88
PYE-BARKER FIRE & SAFETY	CITY ANNUAL FIRE EXT INSPECTIONS/REPLACEMTS	$	3,795.00
VESTIS GROUP INC	GCC RUG RENTAL 2-18-25	$	189.57
MID-IOWA SOCCER ACADEMY	OCT/NOV 2024 FIELD USAGE	$	9,541.80
VERIFIED FIRST LLC	BACKGROUND CHECKS	$	102.50
HEMPHILL CARSON & KATELYN	REFUND PERMIT BF-25-005	$	75.00
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	$	157,041.37
	CLAIMS TOTAL	$	1,798,702.07
	GENERAL FUND	$	686,152.00
	LIBRARY FUND	$	59,207.96
	ROAD USE TAX FUND	$	146,261.79
	EMPLOYEE BENEFITS FUND	$	24,491.55
	CP - PARKS FUND	$	8,098.56
	ANNUAL SIGNAL IMPROVEMENT FUND	$	48,850.28
	GRIMES LIBRARY BLDG FUND	$	192.50
	TRAFFIC CALMING FUND	$	2,113.50
	ANN TRAIL IMPRV & PLAN FUND	$	2,153.00
	WRA SANI SEWER PHASE 3 FUND	$	46,890.94
	BLDG ACCESS CONTROL PROJ FUND	$	240.00
	NE DEST/NE BVRBROOKE IMP FUND	$	8,053.10
	THORPE AREA EXPANSION FUND	$	5,216.00
	CITY HALL PROJECT FUND	$	23,638.63
	WATER FUND	$	541,949.44
	SEWER FUND	$	101,844.80
	LANDFILL/GARBAGE FUND	$	74,959.69
	STORM WATER FUND	$	8,645.33
	GRIMESPLEX FUND	$	9,743.00
		$	1,798,702.07

FEBRUARY 2025 MONTHLY REVENUE	GENERAL FUND	$	261,555.46
	LIBRARY FUND	$	1,238.74
	ROAD USE TAX FUND	$	155,371.25
	EMPLOYEE BENEFITS FUND	$	14,983.51
	LOCAL OPTION SALES TAX FUND	$	219,488.29
	TAX INCREMENT FINANCE FUND	$	61,039.30
	DEBT SERVICE FUND	$	25,376.59
	CAPITAL PROJECTS FUND	$	620,015.59
	WATER FUND	$	609,694.86

SEWER FUND	$	592,607.45
LANDFILL/GARBAGE FUND	$	69,850.54
STORM WATER FUND	$	71,268.72
GRIMESPLEX FUND	$	65,760.88
	$	2,768,251.18

AMAZON CLAIMS 3.11.2025		
Charges	**Amount**	**Description**
Admin	$ 75.48	Kitchen supplies/pencils/tab dividers
Library	$ 634.74	Materials
	$ 137.24	Programming supplies
	$ 60.79	Labels/receipt book/reptile supplies
Parks	$ 603.77	Air & pump pack
	$ 174.26	Kleenex/enclosed bulletin board
Dev Services	$ 87.24	Scissors/storage boxes
IT	$ 307.65	Video extension accessory
Total	$2,081.17	

TREASURER'S REPORT
CALENDAR 2/2025, FISCAL 8/2025

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
001	GENERAL	6,142,131.37	261,555.46	789,617.82	.00	5,614,069.00
002	LIBRARY FUND	405,709.63	1,238.74	88,134.30	.00	318,814.07
005	FIRE/RESCUE AUXILIARY	.00	.00	.00	.00	.00
110	ROAD USE TAX	4,655,347.81	155,371.25	147,737.62	.00	4,662,981.44
112	EMPLOYEE BENEFITS	1,355,365.40	14,983.51	132,936.77	.00	1,237,412.15
119	EMERGENCY FUND	.00	.00	.00	.00	.00
121	LOCAL OPTION SALES TAX	4,136,342.81	219,488.29	.00	.00	4,355,831.10
125	TAX INCREMENT FINANCING	2,093,001.49	61,039.30	.00	.00	2,154,040.79
160	HOTEL/MOTEL/ECON DEV	326,155.92	.00	1,636.16	.00	324,519.76
161	ECO DEVELOPMENT REVOLVING	234,549.50	.00	.00	.00	234,549.50
167	RESTRICTED GIFTS	59,477.52	.00	.00	.00	59,477.52
170	FEMA - FIRE DEPT	.00	.00	.00	.00	.00
200	DEBT SERVICE	3,038,886.35	25,376.59	.00	.00	3,064,262.94
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	627,861.62	372.00	64,900.93	.00	563,332.69
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	545.11	.00	.00	.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	ANNUAL HMA PROJECTS	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	131,165.11-	.00	.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	1,253,595.45-	.00	1,084.00	.00	1,254,679.45-
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	17,331.50	.00	1,395.00	.00	15,936.50
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	.00	.00	.00	.00	.00
340	ANNUAL SIGNAL IMPROVEMENT	587,930.31-	.00	.00	.00	587,930.31-

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
341	HWY 44 STUDY	14,749.14-	.00	18,250.86	.00	33,000.00-
342	WATER SYSTEM STUDY	9,500.00-	.00	.00	.00	9,500.00-
343	JAMES ST CORRIDOR STUDY	.00	.00	.00	.00	.00
344	PAVEMENT COND ANALYSIS	1,125.00-	.00	.00	.00	1,125.00-
345	ANNUAL WATER MAIN REPLACE	661,994.46	743.99	.00	.00	662,738.45
346	HW TRAIL EXTENSION	.00	.00	.00	.00	.00
347	N SPORTS COMPLEX PARKING	.00	.00	.00	.00	.00
348	SPLASH PAD	.00	.00	.00	.00	.00
349	SE 6TH & S JAMES INTERSEC	.00	.00	.00	.00	.00
350	GRIMES LIBRARY BLDG FUND	353,315.69-	.00	17,480.00	.00	370,795.69-
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	31,507.60	.00	66,462.24-
354	ANNUAL PCC PATCHING	.00	.00	.00	.00	.00
355	TRAFFIC CALMING	75,924.00-	.00	15,805.90	.00	91,729.90-
356	ANNUAL PAVEMENT PRESERVE	.00	.00	.00	.00	.00
357	S CMPLX IRRIGATION PROJ	.00	.00	.00	.00	.00
358	ANN TRAIL IMPRV & PLAN	520,422.32	.00	8,812.50	.00	511,609.82
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	94,494.57-	.00	.00	.00	94,494.57-
363	WRA SANI SEWER PHASE 3	54,746.71-	.00	222,276.88	.00	277,023.59-
364	WRA SANI SWR PHS 4	60,270.65-	.00	.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	189,424.77-	.00	.00	.00	189,424.77-
368	TRL RDG/BEAVER WATER MAIN	.00	.00	.00	.00	.00
369	SE 11TH & JAMES	4,842,351.53	80,935.79	22,517.88	.00	4,900,769.44
370	19th & Gateway signal	.00	.00	.00	.00	.00
371	11TH & GATEWAY SIGNAL	1,786,031.00	1,487.00	.00	.00	1,787,518.00
372	N JORDAN WELL REPAIRS	19,649.86-	.00	.00	.00	19,649.86-
373	BLDG ACCESS CONTROL PROJ	238,456.92	.00	1,805.00	.00	236,651.92
374	WATER PRODUCTION PROJECTS	3,531,720.94	407,307.93	130,440.62	.00	3,808,588.25
375	NE DEST/NE BVRBROOKE IMP	1,808,960.03-	.00	.00	.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	.00	.00	.00	.00	.00
378	FIRE STATION	4,774,580.57	92,515.37	1,130,074.80	.00	3,737,021.14
379	100TH ST WIDENING	608,285.14	.00	.00	.00	608,285.14
380	HWY 141 CORR/INTERS STDY	109,077.82	.00	.00	.00	109,077.82
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	.09	.00	.00	.00	.09
385	SE 41ST & SE PARK EXTNSN	77,700.73-	.00	.00	.00	77,700.73-
386	THORPE AREA EXPANSION	.00	.00	26,490.80	.00	26,490.80-
387	CITY HALL PROJECT	23,803.09-	.00	3,000.00	.00	26,803.09-
399	EQUIP REVOLVING PROGRAM	1,755,660.11	36,653.51	51,836.50	.00	1,740,477.12
600	WATER	6,118,977.07	607,426.85	651,791.60	.00	6,074,612.32
601	WATER DEPOSITS	234,092.69	2,268.01	320.61	.00	236,040.09
602	WATER SINKING	1,386,410.55	.00	.00	.00	1,386,410.55
603	WATER REC BOND	183,629.96	.00	.00	.00	183,629.96
610	SEWER	4,029,517.67	592,607.45	307,816.56	.00	4,314,308.56

TREASURER'S REPORT
CALENDAR 2/2025, FISCAL 8/2025

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	BALANCE	THIS MONTH CASH BALANCE
611	SEWER SINKING	963,843.29	.00	.00	.00	963,843.29
670	LANDFILL/GARBAGE	683,203.42	69,850.54	78,213.98	.00	674,839.98
740	STORM WATER	3,103,151.17	71,268.72	98,561.29	.00	3,075,858.60
750	GRIMESPLEX	788,351.97	65,760.88	.07	.00	854,112.78
	Report Total	58,380,877.43	2,768,251.18	4,044,446.05	.00	57,104,682.56

BALANCE SHEET
CALENDAR 2/2025, FISCAL 8/2025

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL	528,272.46-	2,890,005.37
002-000-1110	CASH - LIBRARY	86,895.56-	318,814.07
110-000-1110	CASH - ROAD USE	7,633.63	4,662,981.44
112-000-1110	CASH - EMPLOYEE BENEFITS	122,846.11-	1,226,658.03
121-000-1110	CASH - LOCAL OPTION SALES TAX	219,488.29	4,355,831.10
125-000-1110	CASH - TIF	61,039.30	2,154,040.79
160-000-1110	CASH - HOTEL/MOTEL/ECON DEV	1,636.16-	324,519.76
161-000-1110	CASH - ECO DEVELOP REVOLVING L		234,549.50
167-000-1110	CASH - LIBRARY RESTRICTED GIFT		59,477.52
200-000-1110	CASH - DEBT SERVICE	25,376.59	3,060,697.25
301-000-1110	CASH - CAPITAL PROJECTS		42,023.48-
309-000-1110	CASH - CP - PARKS	64,900.93-	308,928.46
313-000-1110	CASH - CP - GRIMES COMM COMPLE		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-ANNUAL HMA PROJECTS		3,647,325.00
328-000-1110	CASH-WRA SANI SEWER PHASE 1		131,165.11-
331-000-1110	CASH-19TH ST SEWER EXTENSION	1,084.00-	1,254,679.45-
335-000-1110	CASH-ANN SANI SWR I&I REHAB	1,395.00-	15,936.50
340-000-1110	ANNUAL SIGNAL IMPROVEMENT CASH		587,930.31-
341-000-1110	HWY 44 STUDY CASH	18,250.86-	33,000.00-
342-000-1110	WATER SYSTEM STUDY CASH		9,500.00-
344-000-1110	CASH PAVEMENT COND ANALYSIS		1,125.00-
345-000-1110	CASH ANNUAL WATER MAIN REPLACE		153,538.85
350-000-1110	GRIMES LIB BLDG CASH	17,480.00-	370,795.69-
353-000-1110	CASH SANI SEWER STUDY	31,507.60-	66,462.24-
355-000-1110	CASH TRAFFIC CALMING	15,805.90-	91,729.90-
358-000-1110	ANN TRAIL IMP & PLANN CASH	412,274.99	511,609.82
361-000-1110	WW PLANT MBDR RETROFIT CASH		28,926.53-
362-000-1110	WRA SANI SEWER PHASE 2 CASH		94,494.57-
363-000-1110	WRA SANI SWR PHS 3 CASH	222,276.88-	277,023.59-
364-000-1110	WRA SANI SWR PHS 4 CASH		60,270.65-
365-000-1110	WALLACE FARM CASH		8,780.00-
367-000-1110	GRIMESPLEX CASH		189,424.77-
369-000-1110	SE 11TH & JAMES CASH	1,477,482.12	953,644.01
371-000-1110	11TH & GATEWAY SIGNAL CASH		359,601.83
372-000-1110	N JORDAN WELL REPAIR CASH		19,649.86-
373-000-1110	BLDG ACCESS CONT PROJ CASH	1,805.00-	236,651.92
374-000-1110	WTR PRODUCTION PROJECTS CASH	276,867.31	3,808,588.25
375-000-1110	NE DEST/NE BVRBROOKE IMP CASH		1,808,960.03-
376-000-1110	SE TRL RDG RD RECONSTRUCT CASH		217,091.54
378-000-1110	FIRE STATION CASH	2,369,925.20	1,923,490.21
379-000-1110	100TH ST WIDENING CASH		608,285.14
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		.09
385-000-1110	SE 41ST & SE PARK EXT CASH		77,700.73-
386-000-1110	THORPE AREA EXPANSION CASH	26,490.80-	26,490.80-
387-000-1110	CITY HALL PROJECT CASH	3,000.00-	26,803.09-
399-000-1110	EQUIP REVOLVING PROG CASH	15,182.99-	1,740,477.12
600-000-1110	CASH - WATER	45,625.95-	3,296,660.16

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
601-000-1110	CASH - WATER DEPOSITS	1,947.40	233,482.74
602-000-1110	CASH - WATER SINKING		1,386,410.55
603-000-1110	CASH - WATER REC BOND		183,629.96
610-000-1110	CASH - SEWER	282,239.23	1,409,188.50
611-000-1110	CASH - SEWER SINKING		963,843.29
670-000-1110	CASH - SOLID WASTE	8,363.44-	674,839.98
740-000-1110	CASH - STORM WATER	27,292.57-	3,027,481.19
750-000-1110	CASH - GRIMESPLEX	65,760.81	854,112.78
	CASH TOTAL	3,959,922.66	40,571,037.96
112-000-1111	CASH - FLEX	4,892.86	10,754.12
	CASH TOTAL	4,892.86	10,754.12
001-000-1130	RESERVES - PARK CAP IMPROVE		234,812.58
600-000-1130	RESERVES - WATER TAPPING		605,712.67
610-000-1130	RESERVES - SEWER TAPPING		91,535.73
	RESERVES TOTAL	.00	932,060.98
600-000-1131	RESERVES - WATER		35,000.00
610-000-1131	RESERVES - SEWER		2,271.82
	RESERVES TOTAL	.00	37,271.82
001-000-1133	RESERVES - PARK & REC GOAL		6,365.17
	RESERVES TOTAL	.00	6,365.17
001-000-1150	CASH - IPAIT	210.09	66,314.32
200-000-1150	CASH - IPAIT		3,565.69
358-000-1150	CASH - IPAIT	217,699.29-	
371-000-1150	CASH - IPAIT		409,501.42
378-000-1150	CASH - IPAIT		637,536.12
380-000-1150	CASH - IPAIT		109,077.82
	CASH - IPAIT TOTAL	217,489.20-	1,225,995.37
309-000-1155	CASH - IPAIT HI-YIELD	372.00	254,404.23
345-000-1155	CASH - IPAIT HI-YIELD	743.99	509,199.60
358-000-1155	CASH - IPAIT HI-YIELD	203,388.20-	
369-000-1155	CASH - IPAIT HI-YIELD	1,419,064.21-	3,947,125.43
371-000-1155	CASH - IPAIT HI-YIELD	1,487.00	1,018,414.75
378-000-1155	CASH - IPAIT HI-YIELD	3,407,484.63-	1,175,994.81

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
	CASH - IPAIT HI-YIELD TOTAL	5,027,334.05-	6,905,138.82
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	2,551.66	1,111,307.51
	SAVINGS - RACCOON TOTAL	2,551.66	1,111,307.51
600-000-1162	SAVINGS - VISION	1,261.20	1,096,693.28
	SAVINGS - VISION TOTAL	1,261.20	1,096,693.28
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		34,551.43
001-000-1172	CEMETERY CD 3 222910		22,291.57
001-000-1173	CEMETERY CD 12014736		22,918.96
	CD'S BANKERS TRUST TOTAL	.00	79,761.96
001-000-1175	CD# 12396252 - GENERAL		2,336,809.60
	CD# 12396252 - GENERAL TOTAL	.00	2,336,809.60
610-000-1178	CHARTER SEW TAP CD		5.00
	CHARTER SEW TAP CD TOTAL	.00	5.00
610-000-1179	SEWER RESERVES		1,700,000.00
	SEWER RESERVES TOTAL	.00	1,700,000.00
	TOTAL CASH	1,276,194.87-	57,104,682.56

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,536,232.00	125,213.92	996,917.52	64.89	539,314.48
	EMERGENCY MANAGEMENT TOTAL	.00	.00	18,834.40	.00	18,834.40-
	FIRE TOTAL	1,639,384.00	69,472.62	534,003.20	32.57	1,105,380.80
	AMBULANCE TOTAL	2,242,410.00	153,930.73	1,221,150.21	54.46	1,021,259.79
	BUILDING INSPECTIONS TOTAL	2,115,217.00	122,710.95	1,091,723.49	51.61	1,023,493.51
	ANIMAL CONTROL TOTAL	250.00	.00	156.50	62.60	93.50
	PUBLIC SAFETY TOTAL	7,533,493.00	471,328.22	3,862,785.32	51.27	3,670,707.68
	ROADS, BRIDGES, SIDEWALKS TOTA	2,679,263.00	254,301.69	1,390,081.36	51.88	1,289,181.64
	STREET LIGHTING TOTAL	210,000.00	14,643.12	180,643.61	86.02	29,356.39
	TRAFFIC CONTROL & SAFETY TOTA	35,000.00	.00	162,029.59	462.94	127,029.59-
	SNOW REMOVAL TOTAL	381,700.00	21,625.74	83,515.86	21.88	298,184.14
	PUBLIC WORKS TOTAL	3,305,963.00	290,570.55	1,816,270.42	54.94	1,489,692.58
	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	102,768.53	828,173.64	59.94	553,580.36
	PARKS TOTAL	818,939.00	40,811.94	395,464.93	48.29	423,474.07
	NORTH COMPLEX TOTAL	50,000.00	7.15	30,540.82	61.08	19,459.18
	SOUTH COMPLEX TOTAL	50,000.00	118.90	20,378.88	40.76	29,621.12
	RECREATION TOTAL	389,869.00	26,853.84	317,007.99	81.31	72,861.01
	REC - YOUTH PROGRAMS TOTAL	32,000.00	176.23	48,120.64	150.38	16,120.64-
	REC - ADULT PROGRAMS TOTAL	6,800.00	.00	2,139.02	31.46	4,660.98
	CEMETERY TOTAL	114,726.00	.00	61,047.94	53.21	53,678.06
	GCC-GRIMES COMM COMPLEX TOTAL	177,327.00	17,863.27	127,209.53	71.74	50,117.47
	GRIMESPLEX TOTAL	578,202.00	35,576.95	405,335.69	70.10	172,866.31
	OTHER CULTURE/RECREATION TOTA	.00	472.47	35,182.94	.00	35,182.94-
	CULTURE & RECREATION TOTAL	3,599,617.00	224,649.28	2,270,602.02	63.08	1,329,014.98
	ECONOMIC DEVELOPMENT TOTAL	4,409,316.00	15,643.08	2,235,977.64	50.71	2,173,338.36
	COMMUNITY & ECONOMIC DEV TOTA	4,409,316.00	15,643.08	2,235,977.64	50.71	2,173,338.36
	MAYOR/COUNCIL/CITY MGR TOTAL	340,444.00	22,273.28	185,084.22	54.37	155,359.78
	CLERK/TREASURER/ADM TOTAL	852,982.00	58,815.31	535,313.46	62.76	317,668.54
	ELECTIONS TOTAL	29,000.00	850.00	22,200.00	76.55	6,800.00
	LEGAL SERVICES/ATTORNEY TOTAL	251,000.00	19,282.84	154,102.59	61.40	96,897.41
	CITY HALL/GENERAL BLDGS TOTAL	330,135.00	34,751.68	163,906.22	49.65	166,228.78
	TORT LIABILITY TOTAL	125,000.00	.00	.00	.00	125,000.00
	IT TOTAL	398,429.00	20,805.89	219,641.96	55.13	178,787.04
	OTHER GENERAL GOVERNMENT TOTA	189,000.00	1,092.54	33,465.11	17.71	155,534.89

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL GOVERNMENT TOTAL	2,515,990.00	157,871.54	1,313,713.56	52.21	1,202,276.44
	ROADS, BRIDGES, SIDEWALKS TOTA	795,520.00	.00	30,560.00	3.84	764,960.00
	2007 BOND TOTAL	279,282.00	.00	19,640.63	7.03	259,641.37
	2012 BOND TOTAL	363,760.00	.00	27,180.00	7.47	336,580.00
	2017A BOND TOTAL	549,632.00	.00	124,815.63	22.71	424,816.37
	2017 REFINANCING BOND TOTAL	575,325.00	.00	82,662.50	14.37	492,662.50
	2020 GO BOND TOTAL	591,700.00	.00	58,650.00	9.91	533,050.00
	2021 A GO BOND TOTAL	732,950.00	.00	116,775.00	15.93	616,175.00
	2021 B GO LOST BOND TOTAL	254,250.00	.00	49,925.00	19.64	204,325.00
	2022A BOND TOTAL	673,000.00	.00	136,800.00	20.33	536,200.00
	2022B BOND TOTAL	796,100.00	.00	192,750.00	24.21	603,350.00
	2023B GO BOND TOTAL	663,950.00	.00	331,675.00	49.95	332,275.00
	2024A GO BOND TOTAL	1,687,457.00	.00	413,040.89	24.48	1,274,416.11
	DEBT SERVICE TOTAL	7,962,926.00	.00	1,584,474.65	19.90	6,378,451.35
	FIRE TOTAL	6,100,000.00	1,130,074.80	3,874,711.81	63.52	2,225,288.19
	BUILDING INSPECTIONS TOTAL	8,694.00	.00	50,750.00	583.74	42,056.00-
	ROADS, BRIDGES, SIDEWALKS TOTA	12,169,334.00	92,605.24	6,499,894.62	53.41	5,669,439.38
	STREET LIGHTING TOTAL	150,000.00	.00	62,532.12	41.69	87,467.88
	TRAFFIC CONTROL & SAFETY TOTA	75,000.00	15,805.90	97,607.00	130.14	22,607.00-
	LIBRARY TOTAL	.00	17,480.00	605,673.32	.00	605,673.32-
	MUSEUM/BAND/THEATRE TOTAL	.00	.00	443,548.18	.00	443,548.18-
	PARKS TOTAL	624,666.00	73,713.43	1,072,312.42	171.66	447,646.42-
	GCC-GRIMES COMM COMPLEX TOTAL	50,000.00	.00	.00	.00	50,000.00
	GRIMESPLEX TOTAL	770,000.00	.00	863,062.47	112.09	93,062.47-
	OTHER COMM & ECO DEV TOTAL	.00	.00	39,800.00	.00	39,800.00-
	CITY HALL/GENERAL BLDGS TOTAL	.00	4,805.00	86,023.09	.00	86,023.09-
	WATER TOTAL	8,888,000.00	156,931.42	6,978,013.59	78.51	1,909,986.41
	SEWER/SEWAGE DISPOSAL TOTAL	763,000.00	256,263.48	1,337,431.91	175.29	574,431.91-
	STORM WATER TOTAL	175,000.00	.00	.00	.00	175,000.00
	CAPITAL PROJECTS TOTAL	29,773,694.00	1,747,679.27	22,011,360.53	73.93	7,762,333.47
	WATER TOTAL	6,647,305.00	652,112.21	3,585,724.99	53.94	3,061,580.01
	SEWER/SEWAGE DISPOSAL TOTAL	5,643,561.00	307,816.56	3,202,345.23	56.74	2,441,215.77
	LANDFILL/GARBAGE TOTAL	1,020,504.00	78,213.98	617,289.43	60.49	403,214.57
	STORM WATER TOTAL	739,085.00	98,561.29	297,491.39	40.25	441,593.61
	SPORTS COMPLEX TOTAL	5,500.00	.07	22,532.57	409.68	17,032.57-
	ENTERPRISE FUNDS TOTAL	14,055,955.00	1,136,704.11	7,725,383.61	54.96	6,330,571.39
	TRANSFERS IN/OUT TOTAL	14,622,298.00	.00	8,917,214.84	60.98	5,705,083.16
	TRANSFER OUT TOTAL	14,622,298.00	.00	8,917,214.84	60.98	5,705,083.16

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	TOTAL EXPENSES	87,787,252.00	4,044,446.05	51,738,148.59	58.94	36,049,103.41

REVENUE REPORT
CALENDAR 2/2025, FISCAL 8/2025

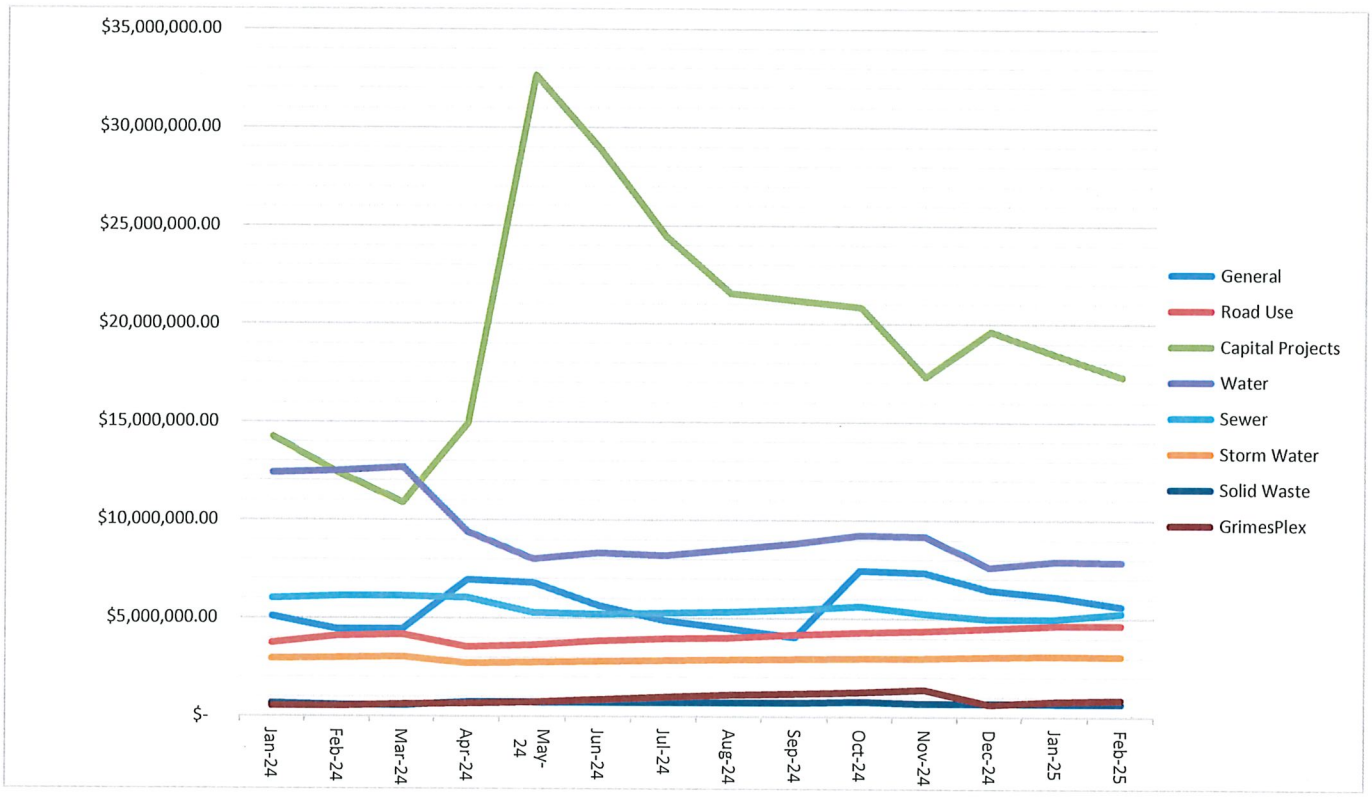
PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	14,915,095.00	261,555.46	7,274,778.57	48.77	7,640,316.43
	LIBRARY FUND TOTAL	1,154,324.00	1,238.74	605,359.93	52.44	548,964.07
	ROAD USE TAX TOTAL	2,047,136.00	155,371.25	1,589,936.30	77.67	457,199.70
	EMPLOYEE BENEFITS TOTAL	2,436,134.00	14,983.51	590,825.55	24.25	1,845,308.45
	LOCAL OPTION SALES TAX TOTAL	2,764,170.00	219,488.29	2,073,553.88	75.02	690,616.12
	TAX INCREMENT FINANCING TOTAL	8,940,366.00	61,039.30	4,581,899.44	51.25	4,358,466.56
	HOTEL/MOTEL/ECON DEV TOTAL	69,000.00	.00	44,472.25	64.45	24,527.75
	RESTRICTED GIFTS TOTAL	.00	.00	5,369.35	.00	5,369.35-
	DEBT SERVICE TOTAL	7,979,807.00	25,376.59	3,997,677.13	50.10	3,982,129.87
	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	372.00	73,126.46	14.63	426,873.54
	CP - GRIMES COMMUNITY COM TOTA	50,000.00	.00	.00	.00	50,000.00
	ANNUAL HMA PROJECTS TOTAL	3,400,000.00	.00	270,450.00	7.95	3,129,550.00
	WRA SANI SEWER PHASE 1 TOTAL	.00	.00	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	127,697.50	.00	127,697.50-
	ANNUAL WATER MAIN REPLACE TOTA	750,000.00	743.99	9,199.60	1.23	740,800.40
	SPLASH PAD TOTAL	.00	.00	298,904.49	.00	298,904.49-
	GRIMES LIBRARY BLDG FUND TOTA	.00	.00	1,027,132.37	.00	1,027,132.37-
	ANN TRAIL IMPRV & PLAN TOTAL	500,000.00	.00	7,098.48	1.42	492,901.52
	WRA SANI SWR PHASE 2 TOTAL	.00	.00	207,930.11	.00	207,930.11-
	WRA SANI SWR PHS 4 TOTAL	.00	.00	84,315.02	.00	84,315.02-
	GRIMESPLEX TOTAL	.00	.00	1,630,000.00	.00	1,630,000.00-
	SE 11TH & JAMES TOTAL	5,000,000.00	80,935.79	273,086.69	5.46	4,726,913.31
	11TH & GATEWAY SIGNAL TOTAL	1,400,000.00	1,487.00	25,395.85	1.81	1,374,604.15

REVENUE REPORT
CALENDAR 2/2025, FISCAL 8/2025

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	N JORDAN WELL REPAIRS TOTAL	10,000.00	.00	.00	.00	10,000.00
	WATER PRODUCTION PROJECTS TOTA	2,113,000.00	407,307.93	5,005,613.65	236.90	2,892,613.65-
	HWY TOTAL	.00	.00	11,320.25	.00	11,320.25-
	FIRE STATION TOTAL	6,000,000.00	92,515.37	194,449.25	3.24	5,805,550.75
	100TH ST WIDENING TOTAL	.00	.00	15,893.01	.00	15,893.01-
	HWY 141 CORR/INTERS STDY TOTA	.00	.00	1,858.33	.00	1,858.33-
	SEWER COMPLIANCE PROJECT TOTA	.00	.00	355,278.00	.00	355,278.00-
	THORPE AREA EXPANSION TOTAL	3,000,000.00	.00	1,808,230.00	60.27	1,191,770.00
	CITY HALL PROJECT TOTAL	.00	.00	55,000.00	.00	55,000.00-
	EQUIP REVOLVING PROGRAM TOTAL	655,644.00	36,653.51	59,935.95	9.14	595,708.05
	WATER TOTAL	6,667,847.00	607,426.85	4,922,963.89	73.83	1,744,883.11
	WATER DEPOSITS TOTAL	60,000.00	2,268.01	21,440.29	35.73	38,559.71
	WATER SINKING TOTAL	2,636,219.00	.00	1,000,000.00	37.93	1,636,219.00
	SEWER TOTAL	4,798,243.00	592,607.45	3,615,955.19	75.36	1,182,287.81
	SEWER SINKING TOTAL	1,187,100.00	.00	500,000.00	42.12	687,100.00
	LANDFILL/GARBAGE TOTAL	1,020,957.00	69,850.54	573,005.85	56.12	447,951.15
	STORM WATER TOTAL	825,549.00	71,268.72	564,428.64	68.37	261,120.36
	GRIMESPLEX TOTAL	1,240,000.00	65,760.88	806,488.41	65.04	433,511.59
	TOTAL REVENUE BY FUND	82,645,591.00	2,768,251.18	44,390,815.87	53.71	38,254,775.13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Feb-25
General
Road Use
Capital Projects
Water
Sewer
Storm Water
Solid Waste
GrimesPlex

CITY COUNCIL COMMUNICATION
Meeting Date: 3/11/2025

AGENDA ITEM: Resolution 03-0325 Accepting Public Improvements in the James Pointe Townhomes Site Plan

BACKGROUND: The public improvements for sanitary sewer, water main, and trail within the James Pointe Townhomes Site Plan have been completed and in a condition to be accepted by the City, and the City engineer has recommended such acceptance.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISION ACTIONS: N/A

STAFF RECOMMENDATION: Staff recommends approval of the Resolution Accepting Public Improvements in the James Pointe Townhomes Site Plan

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 03-0325 ACCEPTING PUBLIC IMPROVEMENTS IN THE JAMES POINTE TOWNHOMES SITE PLAN

Grimes Resolution No. 03-0325

WHEREAS, approval of the site plan for James Pointe had previously been given by the Grimes City Council; and

WHEREAS, the approved construction drawings identified certain public improvements to be constructed; and

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

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

1. That the public improvements in the James Pointe Townhomes Site Plan, including sanitary sewer, water main, and trails are hereby accepted and incorporated into the respective sanitary sewer, water main, and trail systems in the City of Grimes.

PASSED and APPROVED on March 11, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

CITY OF GRIMES

Development Services
410 SE Main Street, Suite 102
Grimes, IA 50111
Phone (515) 986-4050
Fax (515) 986-4480
www.grimesiowa.gov

CERTIFICATE OF COMPLETION

James Pointe

Grimes, Iowa

March 11th, 2025

This is to certify that the public improvements associated with James Pointe have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend the acceptance of the project.

Respectfully submitted,

Tony Hanson

Tony Hanson
Senior Engineering Technician

CITY COUNCIL COMMUNICATION
Meeting Date: 3/11/2025

AGENDA ITEM: Resolution Approving Purchase Agreement - Brelsford Properties LLC - Gateway Drive and E. 1st Street Improvements

BACKGROUND: With the development of the plans for NE Gateway and E 1st Street Intersection Improvements , it has been determined that certain easements will be necessary to construct the project.

An estimate of value has been prepared for the easements, and an offer made to the property owner. The offer indicates that the City will pay a total of $27,864.00 for the permanent and temporary easements.

The owner reviewed the offer and accepted it.

BUDGETARY CONSIDERATIONS: $27,864.00

STRATEGIC PLANNING:
Prioritized: ____YES __X__NO

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

BOARD/COMMISION ACTIONS: 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

RESOLUTION APPROVING PURCHASE AGREEMENT - BRELSFORD PROPERTIES LLC - GATEWAY DRIVE AND E. 1ST STREET IMPROVEMENTS

Grimes Resolution No. 03-0425

WHEREAS, the City of Grimes is developing plans to construct the NE Gateway and E 1st Street Intersection Improvement (the “Project”) and has determined that certain easements are necessary in order to construct the Project; and

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

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

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

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

PASSED and APPROVED on March 11, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

Prepared by/Return to: Alex Pfaltzgraff, City of Grimes, 410 SE Main Street, Unit 102, Grimes, IA 50111 515.986.4050

SPACE ABOVE THIS LINE FOR RECO

OFFER TO PURCHASE AND AGREEMENT

PARCEL NO. **8025-32-104-001**
COUNTY: **Polk**
PROJECT NO. **N/A**
PROJECT NAME: **Gateway Drive and E. 1st Street Intersection Improvements**

TO: **Brelsford Properties LLC**

On this 20th day of January, 2025, the City of Grimes, Iowa, a municipal corporation organized under the laws of the Iowa (hereinafter referred to as "CITY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby c buy the real estate situated in Polk County, Iowa, and legally described on the attached **Easement Exhibit. This offe terminate on 30 days from offer date.** If accepted by SELLER, as evidenced by SELLER'S signature below, the parties a follows:

1. **SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and agrees to buy the following real estate, hereinafter referred to as the premises as described on EXHIBIT A and include the following buildings, improvements and other property: LAND ONLY. SELLER CONSENTS change of grade related to the project and accepts payment under this agreement for any and all damages therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms agreement and discharges Buyer from liability because of this agreement and the construction of this improvement project.**

2. **Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyr the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the prem the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or buil improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and ag give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.**

3. **Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender p possession of the premises as shown on or before the dates listed below.**

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
$	on right of possession	
$	on conveyance of title	
$	on surrender of possession	
$ 27,864.00	on possession and conveyance	Within 30 Days of BUYER Approval

$ 27,864.00 TOTAL LUMP SUM

BREAKDOWN:	ac. = acres / sq.ft. = square feet		
Land by Fee Title	1,377	sq.ft.	$ 24,098.00
Underlying Fee Title	0	sq.ft.	$ 0.00
Permanent Easement	0	sq.ft.	$ 0.00
Temporary Easement(s)	2,690	sq.ft.	$ 3,766.00
Landscaping/Other			$ 0.00
Total			$ 27,864.00

Additional Damages None

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

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4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: Insert Tenant

5. Each page and each attachment is by this reference made part hereof.

6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: None

7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.

9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa.

12. BUYER hereby agrees to additionally warrant the project against any defects against the property as a result of the project for a period of one year following the completion and acceptance of the project. Defects may include, but are not limited to insufficient seeding/stabilization or settling of the property within the easement.

13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: None

14. BUYER shall be responsible for the removal and relocation of any fences.

15. BUYER shall be responsible for all restoration disturbed area within the easements.

16. BUYER shall be responsible for the replacement of any landscaping removed during construction. BUYER and SELLER shall coordinate on the location of the replaced landscaping.

17. BUYER shall be responsible for any future maintenance of any retaining wall installed with the project.

18. SELLER agrees to cooperate with BUYER in removing liens and encumbrances in order to convey marketable title to BUYER in conformity with Iowa law and the Title Standards of the Iowa State Bar Association. If possession and conveyance are delayed due to SELLER's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. SELLER understands that if necessary property rights cannot be acquired by voluntary purchase, BUYER may initiate action to acquire the property interests contemplated in this Agreement under power of eminent domain.

19. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the conveyance documents for this purpose.

20. This Agreement shall not be binding until it has received the final approval by Resolution of the Grimes City Council.

21. GENERAL PROVISIONS.

a. This Agreement contains the entire agreement of the parties and no waiver, modification, release, or cancellation of this Agreement or any portion of this Agreement shall be binding unless evidenced by writing.

b. This Agreement shall be binding on the heirs, personal representatives, assigns, and successors of the [illegible]

c. This Agreement shall be governed by [illegible]

Iowa.

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

x Bredford Properties LLC
By: Michael Bredford
Marital Status: _____

X _____
By: _____
Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF DALLAS } ss:

On this 18TH day of FEBRUARY, A.D. 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL BREDFORD,

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

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

(NOTARY SEAL) Rachel Bice (Sign in Ink)
RACHEL BICE (Print/Type Name)
Notary Public in and for the State of IOWA

CAPACITY CLAIMED BY SIGNER:
_ INDIVIDUAL
_ CORPORATE
Title(s) of Corporate Officer(s):
_____
_____
__ Corporate Seal is affixed
__ No Corporate Seal procured
_ PARTNER(s): __ Limited Partnership
__ General Partnership
_ ATTORNEY-IN-FACT
_ EXECUTOR(s) or TRUSTEE(s)
_ GUARDIAN(s) or CONSERVATOR(s)
_ OTHER: _____
SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies)
_____
_____
_____

RACHEL BICE
Notarial Seal - Iowa
Commission Number 795482
My Commission Expires Apr 26, 2025

BUYER'S APPROVAL

_____
Signed by: Scott Mikkelsen (Date)

_____
Attested by: Rochelle Williams (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____}
COUNTY OF _____} ss:

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

_____
Notary Public in and for the State of Iowa

CS Page 3 of 3 CamScanner

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
TERRY COADY
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
TLCOADY@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
LOT 40
GRIMES CROSSING PLAT 1
SECTION 5-79N-25W
REQUESTED BY:
CITY OF GRIMES, IOWA

ACQUISITION PLAT

A PART OF PARCEL "A" OF LOT 40, GRIMES CROSSING PLAT 1 AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RIGHT-OF-WAY RAIL ON THE NORTH LINE OF LOT 39 OF SAID GRIMES CROSSING PLAT 1; THENCE SOUTH 88°28'16" WEST ALONG SAID NORTH LINE, 40.40 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY, WHOSE RAIDUS IS 30.00 FEET, WHOSE ARC LENGTH IS 46.44 FEET, AND WHOSE CHORD BEARS SOUTH 44°07'31" WEST, 41.94 FEET TO THE NORTHWEST CORNER OF SAID LOT 40 AND THE POINT OF BEGINNING; THENCE NORTH 89°46'46" EAST ALONG THE NORTH LINE OF SAID LOT 40, A DISTANCE OF 14.85 FEET; THENCE SOUTH 6°45'38" WEST, 36.93 FEET; THENCE SOUTH 3°06'55" WEST, 67.70 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY, WHOSE RAIDUS IS 762.76 FEET, WHOSE ARC LENGTH IS 107.25 FEET, AND WHOSE CHORD BEARS 0°52'33" EAST, 107.16 FEET TO THE SOUTHWEST CORNER OF SAID LOT 40; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 40 AND ALSO ALONG A CURVE CONCAVE EASTERLY, WHOSE RADIUS IS 770.00 FEET, WHOSE ARC LENGTH 108.64 FEET, AND WHOSE CHORD BEARS 4°15'46" WEST, 108.55 FEET; THENCE NORTH 0°13'14" WEST CONTINUING ALONG SAID WEST LINE, 103.11 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 ACRES (1,377 S.F.).

PROPERTY SUBJECT TO ALL EASEMENTS OF RECORD.

CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
C1 M	08°04'58"RT	830.00'	117.09'	58.64'	S04°15'43"E 116.99'
C1 P	08°07'28"	830.00'	117.68'	58.94'	117.59'
C2 M	08°05'03"RT	770.00'	108.64'	54.41'	N04°15'46"W 108.55'
C2 P	08°07'16"	770.00'	109.14'	54.66'	N04°03'38"W 109.05'
C3	08°03'23"LT	762.76'	107.25'	53.72'	S00°52'33"E 107.16'
C4 M	88°41'30"	30.00'	46.44'	29.32'	S44°07'31"W 41.94'
C4 P	88°50'40"	30.00'	46.52'	29.40'	S44°25'20"W 42.00'

DATE OF SURVEY

JULY 10, 2023

OWNER

BRELSFORD PROPERTIES, LLC
1420 SE 3RD ST
GRIMES, IA 50111

BASIS OF BEARING

THE EAST LINE OF LOT 1 OF GRIMES PLAZA PLAT 1 BEARS SOUTH 0°13'14" EAST FOR THE PURPOSE OF THIS SURVEY.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap #18643 (Unless Otherwise Noted)	●	○
ROW Marker	■	□
ROW Rail	⌶	⌶
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Corner	+	
Yellow Plastic Cap	YPC	
Centerline		
Section Line		
1/4 Section Line		
1/4 1/4 Section Line		
Easement Line		

LICENSED PROFESSIONAL LAND SURVEYOR
TERRY COADY
18643
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady, PLS — Date 2-8-2024

License Number 18643

My License Renewal Date is December 31, 2025

Pages or sheets covered by this seal:

E. GATEWAY DRIVE & E. 1ST STREET

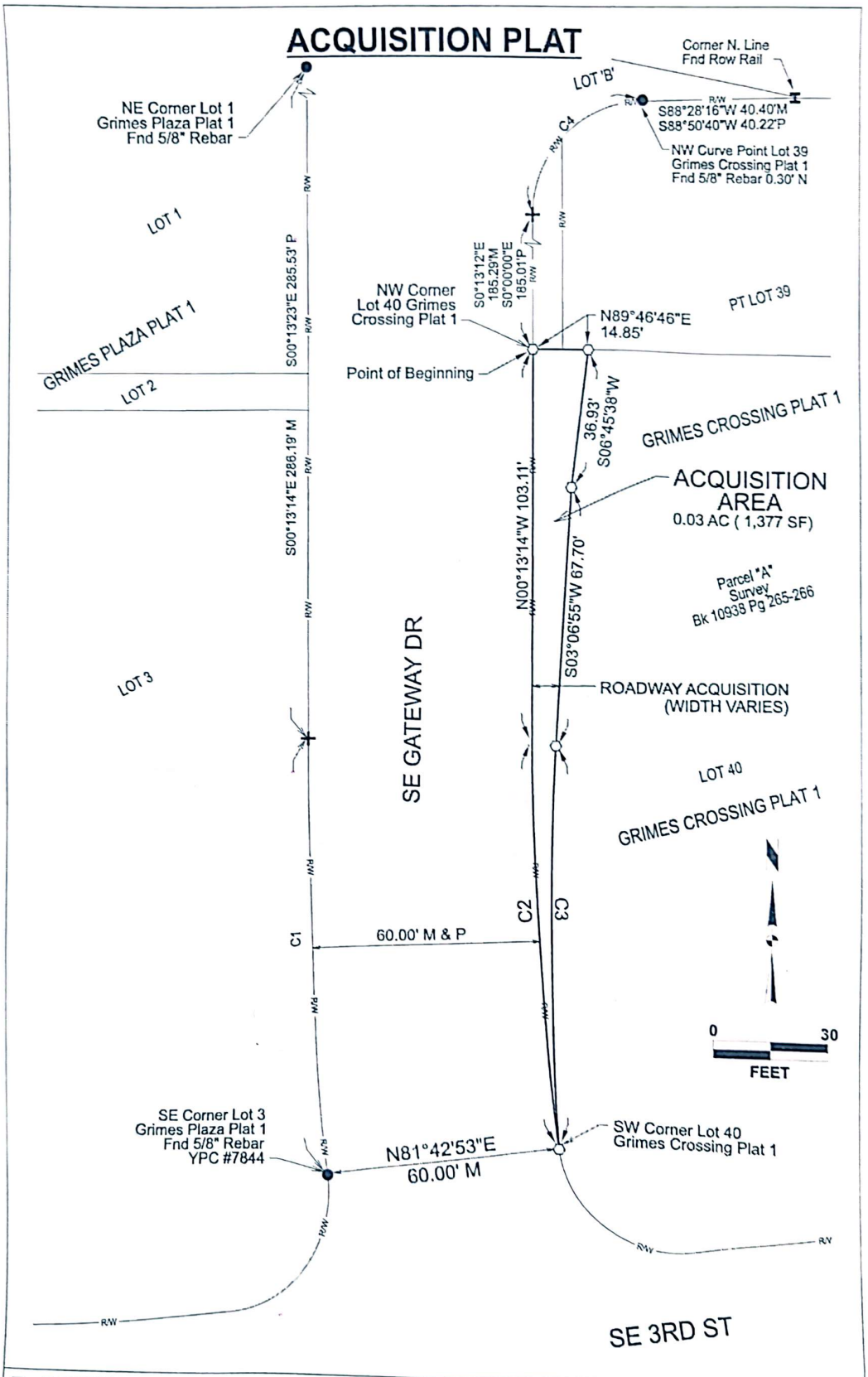
PARCEL 12 - BRELSFORD PROPERTIES, LLC

SNYDER & ASSOCIATES

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 2
PN: 123.0366.01
Bk 1284A, Pg 76
DATE: 07-10-23
PM/TECH: TLC/DCG

ACQUISITION PLAT



E. GATEWAY DRIVE & E. 1ST STREET

PARCEL 12 - BRELSFORD PROPERTIES, LLC

SNYDER & ASSOCIATES

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET	2 OF 2
PN:	123.0366.01
	Bk 1284A, Pg 76
DATE:	07-10-23
PM/TECH:	TLC/DCG

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF GRIMES, IOWA, a municipal corporation (hereinafter called "City"), a temporary easement and right-of-way during the construction period under, over, on, through, across and within the real estate described on Exhibit A attached hereto (hereinafter called "Easement Area"), together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area, for the purpose of the City completing the Gateway Drive and E. 1st Street Intersection Improvements (the "Project").

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

1. PLANS AND SPECIFICATIONS. Grantor has reviewed the plans and specifications for the Project, and Grantor understands and consents to the work to be performed within the Easement Area, which shall include but not be limited to grading of property to allow for appropriate transition of property.

2. RESTORATION AND MAINTENANCE. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any maintenance of the land located within the Easement Area and that responsibility shall remain with Grantor. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.

3. ERECTION AND PLACEMENT OF STRUCTURES OR OBSTRUCTIONS PROHIBITED. Grantor shall not erect or permit any fence or other structure to be placed in the Easement Area without obtaining the prior written consent of the City, and the City is granted the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected within the Easement Area.

4. RIGHT OF ACCESS. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described.

5. LIABILITY. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage

CamScanner

CS Page 3 of 3 CamScanner

or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. EASEMENT BENEFIT AND TERM. This Easement shall be for the benefit of the City, and shall terminate upon the completion and final acceptance of the Project by the City by Resolution of the City Council of the City.

7. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 11 day of February, 2025.

GRANTOR:

Brelsford Properties LLC
By:

Michael C. Brelsford
By:

STATE OF IOWA)
) SS
COUNTY OF ~~POLK~~ Dallas)

On this 11 day of February, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

JULIE BURKHARDT
Commission Number 715665
MY COMMISSION EXPIRES
MARCH 21, 2026

Julie Burkhardt
Notary Public in and for the Julie Burkhardt
State of Iowa
My commission expires: 3-21-26

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Rachel Greving, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2025.

_____
Rachel Greving
City Clerk of City of Grimes, Iowa

CS Page 40 of 302 CamScanner

CITY COUNCIL COMMUNICATION
Meeting Date: 3/11/2025

AGENDA ITEM:

BACKGROUND: The owners of 2725 NW Brookside Drive have requested approval to install a fence within a certain overland flowage easement on the subject property. The proposed installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the easements.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISION ACTIONS: Approved Final Plat for Willow Hills Plat 1 - 2021

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Alivia Hoodjer, Assistant Planner , ahoodjer@grimesiowa.gov

Prepared by:	Alivia Hoodjer, Assistant Planner
Return to:	Alivia Hoodjer, Assistant Planner

Preparer Information: Alivia Hoodjer, Assistant Planner, 410 SE Main St Ste. 102 Grimes, IA 50111 (515) 986-4050
Taxpayer Information: City of Grimes 101 NE Harvey Street, Grimes, IA 50111 (515) 986-3036
Return to: Rachel Greving, City Clerk, City of Grimes, 101 NE Harvey St, Grimes, Iowa 50111

CONSENT AND AGREEMENT FOR IMPROVEMENTS

This CONSENT AND AGREEMENT FOR IMPROVEMENTS ("Agreement") is entered into by and between AMEND AND JULIE SEALINE, *a married couple* (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

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

   LOT 1 WILLOW HILS PLAT 1, 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 15' OVERLAND FLOWAGE EASEMENT, as shown in the WILLOW HILS PLAT 1 dated 09/10/2021 recorded on 09/16/2021 , in Book 18754, Page 611 in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.

3. IMPROVEMENTS. The Property Owners desire to install a FENCE on the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the "Improvement"), which encroaches into the Easement Area, and the City has agreed to consent to the installation of the Improvement within the Easement Area, subject to the conditions set forth in this Agreement.

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

Signed this 3rd day of March, 2025.

PROPERTY OWNERS

AMEND SEALINE

JULIE SEALINE

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 3rd day of March, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared AMEND SEALINE, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

NOTARIAL SEAL IOWA
EVANN MARTIN
Commission Number 833219
My Commission Expires
07/20/2027

Notary Public in and for the
State of Iowa

My Commission expires 07/20/27

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 4th day of march, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared JULIE SEALINE, 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.

NOTARIAL SEAL IOWA
KERI J DAVISON
Commission Number 849705
My Commission Expires
July 26, 2026

Notary Public in and for the
State of Iowa

My Commission expires 7/26/2026

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.

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rachel Greving
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4' steel fence has been proposed to be constructed in a landscape buffer easement on Lot 1 of Willow Hills Plat 1 (2725 NW Brookside Dr) in accordance to permit number FN-25-004.

RESOLUTION 03-0625 APPROVING STATE OF IOWA ALCOHOL LICENSES

Grimes Resolution No. 03-0625

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, that the following alcohol licenses are approved, and the City Clerk is directed to forward this decision to the Iowa Alcoholic Beverage Division for final approval.

PASSED and APPROVED on March 11, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

City Council Meeting March 11, 2025
ABD License Renewal

1. **El Huapango** – 3600 SE Crossroads Dr, Ste E
2. **Hacienda Vieja** – 1101 E 1st St, #101
3. **Red Lion Inn & Suites** – 251 SE Gateway Dr

CITY OF GRIMES

ALCOHOL BEVERAGE LICENSE
STAFF APPROVAL FORM

Establishment Name: El Huapango

Establishment Address: 3600 SE Crossroads Drive, Ste E

License Class: X Class C Alcohol License

Privileges: Outdoor Service Catering New Renewal

Fire Department Approval

Fire Inspection Date: 6 Mar. 2025

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: S. M. Bentberg

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 OF GRIMES

ALCOHOL BEVERAGE LICENSE
STAFF APPROVAL FORM

Establishment Name: Hacienda Vieja
Establishment Address: 1101 E 1st Street, #101

License Class: X Class C Alcohol License, Outdoor Service

Privileges: Outdoor Service Catering New Renewal

Fire Department Approval

Fire Inspection Date: 7 Mar 2025

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: S. M. Bentz

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 OF GRIMES

ALCOHOL BEVERAGE LICENSE
STAFF APPROVAL FORM

Establishment Name: Red Lion Inn & Suites
Establishment Address: 251 SE Gateway Circle

License Class: X Special Class C Retail Alcohol License

Privileges: Outdoor Service Catering New Renewal

Fire Department Approval

Fire Inspection Date: 7 Mar. 2025

Approval: Yes ☒ No ☐

Reason for not approving: _____

Fire Marshal Signature: SL M. Bentley

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: 3/11/2025

AGENDA ITEM: Setting the date for public hearing to consider amending Grimes Code of Ordinances regarding the amount charged under section 9-15-6(1) for collection of recyclable materials, and section 9-13-9(1) for collection of solid waste.

BACKGROUND: On February 11, 2025, the Council held a budget workshop and incorporated new rates to fund the additional charges from Metro Waste Authority for FY2026. The City will continue to fund a portion of the solid waste charges for the first cart per residence.

BUDGETARY CONSIDERATIONS: Solid waste fees to the City will increase by 4 percent. The increase for solid waste will be $.54 per cart, per household, and recycling fees will increase $.06 per cart, per household.

STRATEGIC PLANNING:
Prioritized: __X__YES ____NO

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

BOARD/COMMISION ACTIONS: Council held the budget workshop on February 11, 2025.

STAFF RECOMMENDATION: Staff recommends setting the public hearing.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Marcia Woodke, Finance Director, 515-986-3036, mwoodke@grimesiowa.gov

Prepared by: Kathy Steele
Return to: Marcia Woodke

RESOLUTION SETTING THE DATE FOR PUBLIC HEARING TO CONSIDER AMENDING GRIMES CODE OF ORDINANCES REGARDING THE AMOUNTS CHARGED UNDER SECTION 9-15-6(1) FOR COLLECTION OF RECYCLABLE MATERIALS, AND SECTION 9-13-9(1) FOR COLLECTION OF SOLID WASTE.

Grimes Resolution No. 03-0725

WHEREAS, the City of Grimes is proposing an Ordinance amending fees charged under Grimes Code of Ordinances section 9-15-6(1) for collection of recyclable material, and section 9-13-9(1) for collection of solid waste; and

WHEREAS, the State of Iowa requires a public hearing when an existing ordinance is amended; and

WHEREAS, copies of the proposed code of ordinances will be available at the City Clerk's office; and

WHEREAS, the City Council is setting a public hearing on the proposed ordinance amendment for recyclable materials and solid waste fees.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Clerk is hereby authorized to publish a notice of public hearing pertaining to the proposed ordinance amendment and to set the date for the public hearing on March 25, 2025, at 5:30 p.m.

PASSED and APPROVED on March 11, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

NOTICE OF PUBLIC HEARING TO CONSIDER AMENDING GRIMES CODE OF ORDINANCES REGARDING THE AMOUNTS CHARGED UNDER SECTION 9-15-6 (1) FOR COLLECTION OF RECYLABLE MATERIALS, AND SECTION 9-13-9 (1) WITH REGARD TO COLLECTION OF SOLID WASTE

NOTICE IS HEREBY GIVEN that the City Council of the City of Grimes, Iowa, will meet at the Grimes Community Center, 410 SE Main Street, in the City of Grimes, Iowa, at 5:30 p.m. on the 25th day of March, 2025, at which time and place the City Council will hold a public hearing regarding consideration of amending the Code of Ordinances specifying the amounts charged for collection of recyclable materials, and collection of solid waste services. In particular, the proposed amendments concern Grimes Code of Ordinance Sections 9-15-6(1), and 9-13-9(1), respectively.

For all the particulars of the proposed amendments, see the proposed Ordinance(s) entitled as set forth above now on file at the Grimes City Hall with the City Clerk of the City of Grimes, which may be examined there. The proposed Ordinance(s) is by this reference made a part of this Notice.

All interested persons may appear at the public hearing and at such time and place the Grimes City Council will consider any public comments to the proposed amendments described above and give all interested persons an opportunity to be heard. In addition, the Grimes City Council will consider any written comment submitted to the Grimes City Clerk prior to the hearing. This Notice is given by order of the City Council of the City of Grimes, Iowa.

CITY OF GRIMES
101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

GRIMES ORDINANCE NO. 796

AN ORDINANCE AMENDING FEES CHARGED UNDER GRIMES CODE OF ORDINANCES SECTION 9-15-6(1) FOR COLLECTION OF RECYCLABLE MATERIALS, AND SECTION 9-13-9(1) FOR COLLECTION OF SOLID WASTE EFFECTIVE JULY 1, 2025.

SECTION 1. Purpose. The purpose of this Ordinance is to amend the Grimes Code of Ordinances Sections 9-15-6(1) and 9-13-9(1) to increase fees charged for the recyclable material and solid waste collection services beginning July 1, 2025, in order to account for contractual charge increases under Grimes solid waste and recyclable collection agreement with Metro Waste Authority.

SECTION 2. Amendment. **Grimes Code of Ordinances Sections 9-15-6(1) and 9-13-9(1) relating to collection rates for recyclable and solid waste collection, respectively, shall be stricken and replaced as underlined below:**

9-15-6 Charge for Collection of Recyclable Materials:

1. Charges for Service. The City Council shall establish the individual charge for recycling collection by ordinance. The Finance Director is authorized to collect this recycling charge by including the charge with and as part of the bills sent out to the City's water service customers. These charges shall be billed as follows:

A. An individual monthly charge shall be included with every water bill sent to a customer who occupies a one or two-family residence and owner-occupied multi-family townhomes or condominiums if they are being provided solid waste pickup according to Chapter 9-13 Solid Waste.

B. The monthly charge shall be ~~$4.58~~ $4.64, effective on the bill dated July 1, ~~2024~~ 2025.

9-13-9 Collection Fees:

The collection and disposal of solid waste is a beneficial city service to the property served, or eligible to be served, and there shall be levied and collected fees as follows:

1. Fee. The fee for solid waste collection for each residential premise and for each ~~dwelling of~~ multiple-family dwelling is:

A. ~~$10.51~~ $11.05 per month, which includes one solid waste collection cart effective on the bill dated July 1, ~~2024~~ 2025.

CITY OF GRIMES
101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

B. ~~$11.54~~ $11.72 per month for each additional solid waste collection cart effective on the bill dated July 1, ~~2024~~ 2025.

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. Effective Date. This ordinance and each of the rate increases shall take effect on the bill dated July 1, ~~2024~~ 2025.

CITY COUNCIL COMMUNICATION
Meeting Date: 3/11/2025

AGENDA ITEM: Veterans Exhibit Sculpture Sponsorship Agreement

BACKGROUND: The City of Grimes and the Rotary Club of West Polk County have agreed to enter into a sponsorship agreement for the Veterans Exhibit Sculpture located near the Grimes Library.

BUDGETARY CONSIDERATIONS: $70,000

STRATEGIC PLANNING:
Prioritized: __X__YES ____NO

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

BOARD/COMMISION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:
Brian Becker, Parks and Recreation Director, 515-986-2143, bbecker@grimesiowa.gov

Prepared by:	Brian Becker
Return to:	Brian Becker/Rotary Club of West Polk County

VETERANS EXHIBIT SCULPTURE SPONSORSHIP AGREEMENT

Grimes Resolution No. 03-0825

WHEREAS, the City of Grimes is constructing the Grimes Amphitheater for outdoor performances of music, plays, speeches, and other community events, which will be enjoyed by the Grimes residents and visitors.

WHEREAS, the Rotary Club of West Polk County has previously supported charitable and civic activities in Grimes.

WHEREAS, the Rotary Club of West Polk County will provide a one-time donation of $70,000 to Grimes primarily for the purchasing and installation of the Rotary Veterans Exhibit created by artist Karl Unnasch.

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

Passed by the City Council of the City of Grimes, Iowa, by the vote of___to___ on the 11th day of March 2025 and approved by the Mayor on the 11th day of March 2025.

PASSED and APPROVED on March 11, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

VETERANS EXHIBIT SCULPTURE SPONSORSHIP AGREEMENT

The City of Grimes, Iowa (Grimes) and the Rotary Club of West Polk County, a non-profit organization, enter into the following Sponsorship Agreement (Agreement):

1. Grimes is constructing the Grimes Amphitheater for outdoor performances of music, plays, speeches, and other community presentations, which will be enjoyed by Grimes residents and visitors.
2. The Rotary Club of West Polk County has previously generously supported many charitable and civic activities in Grimes.
3. Consistent with this outstanding community spirit, the Rotary Club of West Polk County will provide a one-time donation of $70,000 to Grimes primarily for purchasing and installing the Rotary Veterans Exhibit created by artist Karl Unnasch of Karl Unnasch Art. The funds can also be used to assist in the construction and maintenance of the Grimes Amphitheater.

This Agreement was entered into between the Rotary Club of West Polk County and the City of Grimes on this 17th day of February, 2025.

CITY OF GRIMES

By:_____
Scott Mikkelsen, Mayor

GRIMES AMPHITHEATER SPONSOR

By: Kay Day
Kay Day
Rotary Club of West Polk County

Attest:

By:_____
Rachel Greving, City Clerk

Title: President

RESOLUTION 03-0925 APPROVING PAYMENTS FOR PROFESSIONAL SERVICES

Grimes Resolution No. 03-0925

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

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

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

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

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

PASSED and APPROVED on March 11, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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: March 11, 2025 **PAYMENT REQUEST #** 8

PAYMENT PERIOD: From: January 21, 2025 Through: February 20, 2025

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:	$ 68,691.28		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 68,691.28	
Less previous applications for payment:		$ 60,592.72	
SUBTOTAL			$ 8,098.56
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 8,098.56
Balance to finish, including retainage:		$ 29,308.72	
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: Confluence, Inc.
Firm Name

Signature — Date: February 27, 2025

Engineer / Consultant Approval: Confluence, Inc.
Firm Name

Signature — Date

City of Grimes Staff Approval:

Signature — Date: 3-3-25

Submit to: *Engineering Department*

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

Date Printed: 2/27/2025

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	December 10, 2024	$ 15,531.58
6	January 14, 2025	$ 4,213.40
7	February 11, 2025	$ 11,620.00
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Previous Applications for Payment

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TOTAL **$ 60,592.72**

Record of Change Orders

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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

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 31325
Date 02/27/2025

Project **23567 Lions Park - Grimes**

Professional Services through February 20, 2025

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	54,900.00	98.21	52,920.00	53,920.00	1,000.00
SVPA	27,000.00	52.00	7,020.00	14,040.00	7,020.00
Nilles and Associates	16,100.00	0.00	0.00	0.00	0.00
Total	98,000.00	69.35	59,940.00	67,960.00	8,020.00

Reimbursable Expenses

Reimbursables

	Date	Units	Rate	Billed Amount
11x17 Color				
	02/13/2025	7.00	1.50	10.50
8.5x11 Color				
	01/22/2025	23.00	0.75	17.25
	02/13/2025	4.00	0.75	3.00
	02/14/2025	7.00	0.75	5.25
	Subtotal			36.00
Madison Dierks				
Per Miles				
	01/22/2025	30.40	0.70	21.28
	02/14/2025	30.40	0.70	21.28
	Subtotal			42.56
	Phase subtotal			78.56

Invoice total **8,098.56**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
31325	02/27/2025	8,098.56	8,098.56				
	Total	8,098.56	8,098.56	0.00	0.00	0.00	0.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title:	Grimes Public Administration Building		
Contractor:	OPN Architects, Inc.		
Address:	200 5th Ave SE, Suite 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: March 11, 2025 **PAYMENT REQUEST #** 6

PAYMENT PERIOD: From: January 1, 2025 Through: January 31, 2025

Contract Summary

Original Contract Amount:	$ 668,900.00		
Net change by Change Orders:	$ 11,500.00		
Contract Amount to Date: (line 1 ± 2)		$ 680,400.00	
Total completed and stored to date:	$ 80,074.52		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 80,074.52	
Less previous applications for payment:		$ 56,435.89	
SUBTOTAL			$ 23,638.63
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 23,638.63
Balance to finish, including retainage:		$ 600,325.48	
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 2/18/2025

City of Grimes Staff Approval:

Signature Date 3-3-25

Submit to: *Engineering Department*

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

Date Printed: 2/18/2025

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
4	December 10, 2024	$ 3,295.59
5	January 28, 2025	$ 19,825.46
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Previous Applications for Payment

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TOTAL $ 56,435.89

Record of Change Orders

No.	Date	Amount
1	December 10, 2024	$ 11,500.00
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TOTAL **$ 11,500.00**

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:	-

OPN ARCHITECTS

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

INVOICE

Invoice Number: 24826000-6
Date: January 31, 2025
Project Number: 24826000

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

Grimes Public Administration Building

For Professional Services Rendered Through: January 31, 2025

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	46.33	$41,074.52	$21,435.01	$19,639.51
Construction Administration	$144,086.00	0.00	$0.00	$0.00	$0.00
PreDesign	$27,500.00	100.00	$27,500.00	$27,500.00	$0.00
Construction Documents	$213,058.00	0.00	$0.00	$0.00	$0.00
Add Services (Amendments)	$11,500.00	100.00	$11,500.00	$7,500.88	$3,999.12
	$680,400.00		**$80,074.52**	**$56,435.89**	**$23,638.63**

$23,638.63

Invoice Total **$23,638.63**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title:	NE Gateway Drive Permanent Traffic Signal Design		
Contractor:	Snyder & Associates, Inc.		
Address:	2727 Snyder Blvd., PO Box 1159, Ankeny Iowa 50023		
Finance Budget Code:	340-230-6407	***Finance Project #***	
Vendor Project or Invoice #:	124.1502.01	***PO #***	
Original Contract Date:	January 14, 2025	***Vendor #***	2031

Date of Council Meeting: March 11, 2025 **PAYMENT REQUEST #** 1

PAYMENT PERIOD: From: December 30, 2024 Through: January 31, 2025

Contract Summary

Original Contract Amount:	$ 58,900.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 58,900.00	
Total completed and stored to date:	$ 17,206.00		
Retainage: ____ % of Completed Work:	$ -		
Total Earned less Retainage:		$ 17,206.00	
Less previous applications for payment:		$ -	
SUBTOTAL			$ 17,206.00
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 17,206.00
Balance to finish, including retainage:		$ 41,694.00	
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: Snyder & Associates, Inc.
Firm Name

Todd Knox
Signature

2/28/25
Date

Engineer / Consultant Approval:
Firm Name

Signature

Date

City of Grimes Staff Approval:

Signature

3-3-25
Date

Submit to: *Engineering Department*

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

Date Printed: 2/28/2025

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
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Previous Applications for Payment

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TOTAL **$ -**

Record of Change Orders

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TOTAL **$ -**

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	January 14, 2025
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 28, 2025

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

Invoice No: 124.1502.01 - 1

Finance Code 340-230-6407

Email mahrens@grimesiowa.gov
engineering@grimesiowa.gov

Project **124.1502.01** **NE Gateway Drive Permanent Traffic Signal Design**

Professional Services through January 31, 2025

Basic Services

	Hours	Rate	Amount	
Land Surveyor VIII	4.75	206.00	978.50	
Engineer VIII	27.00	206.00	5,562.00	
Engineer V	2.00	173.00	346.00	
Engineer IV	2.00	159.00	318.00	
Technician VII	40.50	129.00	5,224.50	
Technician VI	28.25	116.00	3,277.00	
Technician II	17.50	78.00	1,365.00	
Administrative II	1.25	80.00	100.00	
Total Services	123.25		17,171.00	
Total Services				**17,171.00**

Fleet Mileage **35.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	17,206.00	0.00	17,206.00
Limit			58,900.00
Remaining			41,694.00

Phase Subtotal **$17,206.00**

Amount Due this Invoice **$17,206.00**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Todd Knox

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title:	NE Gateway Dr Temporary Traffic Signal Design		
Contractor:	Snyder & Associates, Inc.		
Address:	2727 Snyder Blvd., PO Box 1159, Ankeny Iowa 50023		
Finance Budget Code:	340-230-6407	***Finance Project #***	
Vendor Project or Invoice #:	124.0500.01	***PO #***	
Original Contract Date:	March 26, 2024	***Vendor #***	2031

Date of Council Meeting: March 11, 2025 **PAYMENT REQUEST #** 3

PAYMENT PERIOD: From: June 1, 2024 Through: January 31, 2025

Contract Summary

Original Contract Amount:	$ 30,000.00		
Net change by Change Orders:	$ 12,500.00		
Contract Amount to Date: (line 1 ± 2)		$ 42,500.00	
Total completed and stored to date:	$ 42,500.00		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 42,500.00	
Less previous applications for payment:		$ 18,629.22	
SUBTOTAL			$ 23,870.78
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 23,870.78
Balance to finish, including retainage:		$ -	
Contract Time Remaining (If applicable)	- Working Days		

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

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

Todd Knox
Signature — Date: 2/28/25

Engineer / Consultant Approval:
Firm Name

Signature — Date

City of Grimes Staff Approval: Matt Ahrens
Signature — Date: 3-3-25

City of Grimes Council Approval: Council 3-11-25
Signature — Date

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

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

Date Printed: 2/28/2025

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 11, 2024	$ 13,116.00
2	July 23, 2024	$ 5,513.22
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Previous Applications for Payment

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TOTAL **$ 18,629.22**

Record of Change Orders

No.	Date	Amount
1	September 10, 2024	$ 12,500.00
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TOTAL **$ 12,500.00**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	March 26, 2024
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 28, 2025

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

Invoice No: 124.0500.01 - 3

Finance Budget Code #340-230-6407

Email
engineering@grimesiowa.gov

Project **124.0500.01** **NE Gateway Dr Temporary Traffic Signal Design**

Professional Services through January 31, 2025

Basic Services

	Hours	Rate	Amount	
Principal Engineer I	.50	237.00	118.50	
Engineer VIII	26.00	198.00	5,148.00	
Engineer VI	41.75	178.00	7,431.50	
Engineer II	4.00	128.00	512.00	
Technician III	8.50	82.00	697.00	
Administrative II	1.25	77.00	96.25	
Total Services	82.00		14,003.25	
Total Services				**14,003.25**
Plan Distribution			374.00	
Total Expenses				**374.00**
Fleet Mileage				**38.86**
		Phase Subtotal		**$14,416.11**

Construction Services

	Hours	Rate	Amount	
Engineer VIII	38.50	198.00	7,623.00	
Project Manager VII	1.50	187.00	280.50	
Engineer II	4.25	128.00	544.00	
Technician VII	6.00	124.00	744.00	
Technician II	6.00	75.00	450.00	
Administrative II	.50	77.00	38.50	
Total Services	56.75		9,680.00	
Total Services				**9,680.00**
Fleet Mileage				**22.78**
		Phase Subtotal		**$9,702.78**

Billing Limits	Current	Prior	To-Date	
Total Billings	24,118.89	18,629.22	42,748.11	
Limit			42,500.00	
Adjustment				**-248.11**

Amount Due this Invoice **$23,870.78**

	Total	Prior	Current
Billings to Date	**42,500.00**	**18,629.22**	**23,870.78**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Todd Knox

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title:	2022-2025 On Call Traffic Planning & Engineering Services		
Contractor:	Snyder & Associates, Inc.		
Address:	2727 Snyder Blvd., PO Box 1159, Ankeny Iowa 50023		
Finance Budget Code:	001-170-6407	***Finance Project #***	
Vendor Project or Invoice #:	122.1140.01	***PO #***	
Original Contract Date:	July 12, 2022	***Vendor #***	2031

Date of Council Meeting: March 11, 2025 **PAYMENT REQUEST #** 8

PAYMENT PERIOD: From: September 1, 2024 Through: February 04, 2025

Contract Summary

Original Contract Amount:	$ 60,000.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 60,000.00	
Total completed and stored to date:	$ 50,193.25		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 50,193.25	
Less previous applications for payment:		$ 42,081.50	
SUBTOTAL			$ 8,111.75
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 8,111.75
Balance to finish, including retainage:		$ 9,806.75	
Contract Time Remaining (If applicable)	- Working Days		

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

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

Todd Knox
Signature — Date: 2/25/2025

Engineer / Consultant Approval:
Firm Name

Signature — Date

City of Grimes Staff Approval: Matt Ahrens
Signature — Date: 3-4-25

City of Grimes Council Approval: Council 3-11-25
Signature — Date

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

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

Date Printed: 2/15/2025

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 22, 2022	$ 4,752.26
2	February 28, 2023	$ 8,051.38
3	August 8, 2023	$ 7,196.36
4	September 12, 2023	$ 5,577.25
5	December 12, 2023	$ 5,332.50
6	February 11, 2024	$ 6,751.55
7	October 22, 2024	$ 4,420.20
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Previous Applications for Payment

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TOTAL **$ 42,081.50**

Record of Change Orders

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TOTAL **$ -**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	July 12, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 28, 2025

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

Invoice No: 122.1140.01 - 8

Vendor Number 2031

Budget Code 001-170-6407

Email mahrens@grimesiowa.gov
engineering@grimesiowa.gov

Project **122.1140.01** **2022-2025 On Call Traffic Planning and Eng Services**

Professional Services through February 4, 2025

Basic Services 2022-2023

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	0.00	20,000.00	20,000.00
Limit			20,000.00

Phase Subtotal **0.00**

Basic Services 2023-2024

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	0.00	20,000.00	20,000.00
Limit			20,000.00

Phase Subtotal **0.00**

Basic Services 2024-2025

	Hours	**Rate**	**Amount**	
Principal Engineer II	.25	229.00	57.25	
Engineer VIII	44.50	181.00	8,054.50	
Total Services	44.75		8,111.75	
Total Services				**8,111.75**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	8,111.75	2,081.50	10,193.25
Limit			20,000.00
Remaining			9,806.75

Phase Subtotal **$8,111.75**

Amount Due this Invoice **$8,111.75**

	Total	**Prior**	**Current**
Billings to Date	**50,193.25**	**42,081.50**	**8,111.75**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Todd Knox

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: March 11, 2025 **PAYMENT REQUEST #** 16

PAYMENT PERIOD: From: November 1, 2024 Through: January 31, 2025

Contract Summary

Original Contract Amount:	$ 147,300.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 147,300.00	
Total completed and stored to date:	$ 127,578.85		
Retainage: 0 % of Completed Work:			
Total Earned less Retainage:		$ 127,578.85	
Less previous applications for payment:		$ 119,805.35	
SUBTOTAL			$ 7,773.50
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 7,773.50
Balance to finish, including retainage:		$ 19,721.15	
Contract Time Remaining (If applicable)	- Working Days		

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

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

Todd Kurx
Signature

2/25/2025
Date

Engineer / Consultant Approval:
Firm Name

Signature

Date

City of Grimes Staff Approval: Matt Ahrens
Signature

3-4-25
Date

City of Grimes Council Approval:
Signature

Council 3-11-25
Date

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

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

Date Printed: 2/15/2025

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 22, 2022	$ 26,632.50
2	March 8, 2022	$ 13,860.00
3	April 12, 2022	$ 8,415.00
4	May 10, 2022	$ 7,342.50
5	August 23, 2022	$ 11,660.59
6	October 25, 2022	$ 6,327.88
7	November 22, 2022	$ 3,026.38
8	May 23, 2023	$ 5,571.00
9	August 8, 2023	$ 2,893.75
10	February 13, 2024	$ 7,941.75
11	March 12, 2024	$ 4,253.50
12	June 11, 2024	$ 5,520.50
13	July 23, 2024	$ 5,520.50
14	November 26, 2024	$ 5,858.00
15	December 24, 2024	$ 4,981.50
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Previous Applications for Payment

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TOTAL **$ 119,805.35**

Record of Change Orders

No.	Date	Amount
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TOTAL **$ -**

Contract Time Remaining

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

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 28, 2025

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

Invoice No: 121.0846.01 - 16

Finance Budget Code 340-230-6407

Email
engineering@grimesiowa.gov

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

Professional Services through January 31, 2025

Basic Services

Phase Subtotal	**0.00**

Construction Services

	Hours	Rate	Amount	
Engineer VIII	41.50	181.00	7,511.50	
Engineer II	.50	116.00	58.00	
Technician VI	2.00	102.00	204.00	
Total Services	44.00		7,773.50	
Total Services				**7,773.50**
		Phase Subtotal		**$7,773.50**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	7,773.50	119,805.35	127,578.85
Limit			147,300.00
Remaining			19,721.15

Amount Due this Invoice **$7,773.50**

	Total	**Prior**	**Current**
Billings to Date	**127,578.85**	**119,805.35**	**7,773.50**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Todd Knox

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: March 11, 2025 **PAYMENT REQUEST #** 25

PAYMENT PERIOD: From: October 1, 2024 Through: January 31, 2025

Contract Summary

Original Contract Amount:	$ 298,400.00		
Net change by Change Orders:	$ 218,100.00		
Contract Amount to Date: (line 1 ± 2)		$ 516,500.00	
Total completed and stored to date:	$ 469,530.83		
Retainage: 0 % of Completed Work:			
Total Earned less Retainage:		$ 469,530.83	
Less previous applications for payment:		$ 461,477.73	
SUBTOTAL			$ 8,053.10
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 8,053.10
Balance to finish, including retainage:		$ 46,969.17	
Contract Time Remaining (If applicable)	- Working Days		

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

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

Jordan Stoermer — 2/19/25
Signature — Date

Engineer / Consultant Approval:
Firm Name

Signature — Date

City of Grimes Staff Approval: Matt Ahrens — 3-4-25
Signature — Date

City of Grimes Council Approval: Council 3-11-25
Signature — Date

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

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

Date Printed: 2/19/2025

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 22, 2022	$ 7,817.88
2	December 13, 2022	$ 19,202.13
3	January 24, 2023	$ 13,411.00
4	February 14, 2023	$ 9,642.25
5	March 14, 2023	$ 44,746.25
6	April 11, 2023	$ 20,777.49
7	May 9, 2023	$ 28,605.75
8	June 27, 2023	$ 12,788.50
9	July 11, 2023	$ 7,638.28
10	August 8, 2023	$ 25,843.85
11	September 12, 2023	$ 19,746.38
12	October 10, 2023	$ 28,872.50
13	November 14, 2023	$ 19,275.36
14	December 12, 2023	$ 5,476.40
15	January 9, 2024	$ 6,037.00
16	February 13, 2024	$ 8,699.50
17	April 9, 2024	$ 6,975.76
18	May 14, 2024	$ 10,522.75
19	June 11, 2024	$ 60,914.98
20	July 23, 2024	$ 43,292.53
21	August 13, 2024	$ 21,626.89
22	September 10, 2024	$ 15,026.07
23	October 22, 2024	$ 17,963.53
24	November 12, 2024	$ 6,574.70
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 461,477.73**

Record of Change Orders

No.	Date	Amount
1	July 26, 2023	$ 101,300.00
2	November 28, 2023	$ 116,800.00
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TOTAL **$ 218,100.00**

Contract Time Remaining

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

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 19, 2025

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

Invoice No: 122.1329.01 - 25

Finance Budget Code 375-210-6407

Email mahrens@grimesiowa.gov
engineering@grimesiowa.gov

Project **122.1329.01** **NE Destination DR & NE Beaverbrooke Blvd Improvements**

Professional Services through January 31, 2025

		Hours	Rate	Amount	
Engineer VIII		14.00	181.00	2,534.00	
Engineer IV		1.00	141.00	141.00	
Engineer II		40.00	116.00	4,640.00	
Engineer I		1.50	103.00	154.50	
Technician VIII		.25	123.00	30.75	
Technician VII		.50	113.00	56.50	
Technician V		4.50	92.00	414.00	
Technician IV		.75	83.00	62.25	
	Total Services	62.50		8,033.00	
	Total Services				**8,033.00**

Fleet Mileage **20.10**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	8,053.10	461,477.73	469,530.83
Limit			516,500.00
Remaining			46,969.17

Amount Due this Invoice **$8,053.10**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

RESOLUTION 03-1025 APPROVING CAPITAL PROJECT PAYMENT REQUESTS

Grimes Resolution No. 03-1025

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 March 11, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: March 11, 2025 **PAYMENT REQUEST #** 19

PAYMENT PERIOD: From: January 31, 2025 Through: February 15, 2025

Contract Summary

Original Contract Amount:	$ 8,235,801.00		
Net change by Change Orders:	$ 306,587.94		
Contract Amount to Date: (line 1 ± 2)		$ 8,542,388.94	
Total completed and stored to date:	$ 8,542,388.94		
Retainage: 0.5 % of Completed Work:	$ 42,711.94		
Total Earned less Retainage:		$ 8,499,677.00	
Less previous applications for payment:		$ 8,495,498.00	
SUBTOTAL			$ 4,179.00
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 4,179.00
Balance to finish, including retainage:		$ 42,711.94	
Contract Time Remaining (If applicable)	- Working Days		

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

Construction Contractor Approval: Rognes Corporation
Firm Name

Cody Rognes
Signature

2/19/2025
Date

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

Signature

2/20/2025
Date

City of Grimes Staff Approval:
Signature

3-3-25
Date

City of Grimes Council Approval:
Council 3-11-25
Signature

Date

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

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

Date Printed: 2/19/2025

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	36" Force Main in Open Cut	LF	14,777.00	(79.00)	14,698.00	$ 338.00	$ 4,967,924.00	14,698.00	$ 4,967,924.00	-	100.00%
2	36" Force Main Trenchless in Casing	LF	110.00	30.00	140.00	$ 1,300.00	$ 182,000.00	140.00	$ 182,000.00	-	100.00%
3	36" Force Main Trenchless	LF	140.00	130.00	270.00	$ 900.00	$ 243,000.00	270.00	$ 243,000.00	-	100.00%
4	36" Force Main Directional Bored	LF	105.00		105.00	$ 900.00	$ 94,500.00	105.00	$ 94,500.00	-	100.00%
5	Air Release Manhole	EA	4.00	(1.00)	3.00	$28,000.00	$ 84,000.00	3.00	$ 84,000.00	-	100.00%
6	24" Sanitary Sewer in Open Cut	LF	1,246.00	66.00	1,312.00	$ 245.00	$ 321,440.00	1,312.00	$ 321,440.00	-	100.00%
7	15" Sanitary Sewer in Open Cut	LF	1,039.00	(36.00)	1,003.00	$ 215.00	$ 215,645.00	1,003.00	$ 215,645.00	-	100.00%
8	12" Sanitary Sewer in Open Cut	LF	5,496.00	105.00	5,601.00	$ 215.00	$ 1,204,215.00	5,601.00	$ 1,204,215.00	-	100.00%
9	12" Sanitary Sewer Trenchless	LF	55.00		55.00	$ 350.00	$ 19,250.00	55.00	$ 19,250.00	-	100.00%
10	Manhole - 84"	EA	2.00		2.00	$24,000.00	$ 48,000.00	2.00	$ 48,000.00	-	100.00%
11	Manhole - 72"	EA	1.00		1.00	$15,000.00	$ 15,000.00	1.00	$ 15,000.00	-	100.00%
12	Manhole - 48"	EA	21.00		21.00	$ 7,200.00	$ 151,200.00	21.00	$ 151,200.00	-	100.00%
13	Connection to Existing Manhole - 24" Sewer	EA	1.00		1.00	$10,000.00	$ 10,000.00	1.00	$ 10,000.00	-	100.00%
14	6" PCC Trail	SY	386.00	554.00	940.00	$ 55.00	$ 51,700.00	940.00	$ 51,700.00	-	100.00%
15	Field Tile Replacement - 8" and Smaller	LF	500.00	534.00	1,034.00	$ 40.00	$ 41,360.00	1,034.00	$ 41,360.00	-	100.00%
16	Stabilizing Material	TON	100.00	(100.00)	-	$ 50.00	$ -	-	$ -	-	0.00%
17	Erosion Control	LS	1.00		1.00	$58,700.00	$ 58,700.00	100.0%	$ 58,700.00	-	100.00%
18	Seeding	ACRE	25.00	(21.14)	3.86	$ 1,800.00	$ 6,948.00	3.86	$ 6,948.00	-	100.00%
19	Clearing and Grubbing	LS	1.00		1.00	$ 650,000.00	$ 650,000.00	100.0%	$ 650,000.00	-	100.00%
20	Traffic Control	LS	1.00		1.00	$12,000.00	$ 12,000.00	100.0%	$ 12,000.00	-	100.00%
	Change Orders										
1.1	Remove and Replace 7" PCC Pavement	SY		102.00	102.00	$ 169.00	$ 17,238.00	102.00	$ 17,238.00	-	100.00%
1.2	Drop Connection	EA		3.00	3.00	$ 6,200.00	$ 18,600.00	3.00	$ 18,600.00	-	100.00%
2.1	SUDAS Type 1 Seeding	ACRE		8.00	8.00	$ 3,300.00	$ 26,400.00	8.00	$ 26,400.00	-	100.00%
3.1	Haul Off & Dispose of Concrete Debris	LS		1.00	1.00	$18,095.00	$ 18,095.00	1.00	$ 18,095.00		100.00%
3.2	Topsoil Import	LS		1.00	1.00	$ 3,513.04	$ 3,513.04	1.00	$ 3,513.04		100.00%
3.3	Irrigation Repairs	LS		1.00	1.00	$ 2,447.50	$ 2,447.50	1.00	$ 2,447.50		100.00%
3.4	Invisible Dog Fence	LS		1.00	1.00	$ 289.52	$ 289.52	1.00	$ 289.52		100.00%
3.5	Chain Link Fence Replacement	LS		1.00	1.00	$ 2,728.00	$ 2,728.00	1.00	$ 2,728.00		100.00%
3.6	PCC Drainage Flume Removal & Replacement	LS		1.00	1.00	$15,978.88	$ 15,978.88	1.00	$ 15,978.88		100.00%
3.7	Type 1 Seeding with Hydromulch	ACRE		2.62	2.62	$ 4,750.00	$ 12,445.00	2.62	$ 12,445.00		100.00%
3.2	CO Item 1.1 - Final Adjustment	SY		360.00	360.00	$ 169.00	$ 60,840.00	360.00	$ 60,840.00		100.00%
3.20	CO Item 2.1 - Final Adjustment	ACRE		(3.96)	(3.96)	$ 3,300.00	$ (13,068.00)	(3.96)	$ (13,068.00)		100.00%
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TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $ 8,542,388.94 $ 8,542,388.94 100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 12, 2022	$ 308,750.00
2	September 13, 2022	$ 248,097.25
3	October 11, 2022	$ 1,374,592.05
4	November 8, 2022	$ 2,490,201.31
5	December 13, 2022	$ 2,180,893.53
6	January 10, 2023	$ 152,903.81
7	February 14, 2023	$ 42,540.05
8	March 14, 2023	$ 139,820.05
9	July 11, 2023	$ 256,820.91
10	August 8, 2023	$ 126,009.14
11	September 12, 2023	$ 218,042.25
12	October 10, 2023	$ 110,381.11
13	November 14, 2023	$ 93,682.84
14	December 12, 2023	$ 97,031.90
15	January 9, 2024	$ 29,299.45
16	February 27, 2024	$ 78,400.65
17	June 25, 2024	$ 325,754.82
18	February 11, 2025	$ 222,276.88
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Previous Applications for Payment

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TOTAL **$ 8,495,498.00**

Record of Change Orders

No.	Date	Amount
1	February 14, 2023	$ 35,838.00
2	May 23, 2023	$ 26,400.00
3	February 11, 2025	$ 240,149.94
4	March 11, 2025	$ 4,200.00
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TOTAL **$ 306,587.94**

Contract Time Remaining

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

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

Date of Council Meeting: March 11, 2025 **PAYMENT REQUEST #** 20 Retainage
PAYMENT PERIOD: From: January 31, 2025 Through: February 15, 2025

Contract Summary

Original Contract Amount:	$ 8,235,801.00		
Net change by Change Orders:	$ 306,587.94		
Contract Amount to Date: (line 1 ± 2)		$ 8,542,388.94	
Total completed and stored to date:	$ 8,542,388.94		
Retainage: 0.0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 8,542,388.94	
Less previous applications for payment:		$ 8,499,677.00	
SUBTOTAL			$ 42,711.94
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 42,711.94
Balance to finish, including retainage:		$ -	
Contract Time Remaining (If applicable)	- Working Days		

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

Construction Contractor Approval: Rognes Corporation
Firm Name
Cody Rognes 3/4/25
Signature Date

Engineer / Consultant Approval: Veenstra & Kimm, Inc.
Firm Name
3/4/2025
Signature Date

City of Grimes Staff Approval: 3-4-25
Signature Date

City of Grimes Council Approval: Council 3-11-25
Signature Date

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

Date Printed: 2/19/2025

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	36" Force Main in Open Cut	LF	14,777.00	(79.00)	14,698.00	$ 338.00	$ 4,967,924.00	14,698.00	$ 4,967,924.00	-	100.00%
2	36" Force Main Trenchless in Casing	LF	110.00	30.00	140.00	$ 1,300.00	$ 182,000.00	140.00	$ 182,000.00	-	100.00%
3	36" Force Main Trenchless	LF	140.00	130.00	270.00	$ 900.00	$ 243,000.00	270.00	$ 243,000.00	-	100.00%
4	36" Force Main Directional Bored	LF	105.00		105.00	$ 900.00	$ 94,500.00	105.00	$ 94,500.00	-	100.00%
5	Air Release Manhole	EA	4.00	(1.00)	3.00	$28,000.00	$ 84,000.00	3.00	$ 84,000.00	-	100.00%
6	24" Sanitary Sewer in Open Cut	LF	1,246.00	66.00	1,312.00	$ 245.00	$ 321,440.00	1,312.00	$ 321,440.00	-	100.00%
7	15" Sanitary Sewer in Open Cut	LF	1,039.00	(36.00)	1,003.00	$ 215.00	$ 215,645.00	1,003.00	$ 215,645.00	-	100.00%
8	12" Sanitary Sewer in Open Cut	LF	5,496.00	105.00	5,601.00	$ 215.00	$ 1,204,215.00	5,601.00	$ 1,204,215.00	-	100.00%
9	12" Sanitary Sewer Trenchless	LF	55.00		55.00	$ 350.00	$ 19,250.00	55.00	$ 19,250.00	-	100.00%
10	Manhole - 84"	EA	2.00		2.00	$24,000.00	$ 48,000.00	2.00	$ 48,000.00	-	100.00%
11	Manhole - 72"	EA	1.00		1.00	$15,000.00	$ 15,000.00	1.00	$ 15,000.00	-	100.00%
12	Manhole - 48"	EA	21.00		21.00	$ 7,200.00	$ 151,200.00	21.00	$ 151,200.00	-	100.00%
13	Connection to Existing Manhole - 24" Sewer	EA	1.00		1.00	$10,000.00	$ 10,000.00	1.00	$ 10,000.00	-	100.00%
14	6" PCC Trail	SY	386.00	554.00	940.00	$ 55.00	$ 51,700.00	940.00	$ 51,700.00	-	100.00%
15	Field Tile Replacement - 8" and Smaller	LF	500.00	534.00	1,034.00	$ 40.00	$ 41,360.00	1,034.00	$ 41,360.00	-	100.00%
16	Stabilizing Material	TON	100.00	(100.00)	-	$ 50.00	$ -	-	$ -	-	0.00%
17	Erosion Control	LS	1.00		1.00	$58,700.00	$ 58,700.00	100.0%	$ 58,700.00	-	100.00%
18	Seeding	ACRE	25.00	(21.14)	3.86	$ 1,800.00	$ 6,948.00	3.86	$ 6,948.00	-	100.00%
19	Clearing and Grubbing	LS	1.00		1.00	$ 650,000.00	$ 650,000.00	100.0%	$ 650,000.00	-	100.00%
20	Traffic Control	LS	1.00		1.00	$12,000.00	$ 12,000.00	100.0%	$ 12,000.00	-	100.00%
	Change Orders										
1.1	Remove and Replace 7" PCC Pavement	SY		102.00	102.00	$ 169.00	$ 17,238.00	102.00	$ 17,238.00	-	100.00%
1.2	Drop Connection	EA		3.00	3.00	$ 6,200.00	$ 18,600.00	3.00	$ 18,600.00	-	100.00%
2.1	SUDAS Type 1 Seeding	ACRE		8.00	8.00	$ 3,300.00	$ 26,400.00	8.00	$ 26,400.00	-	100.00%
3.1	Haul Off & Dispose of Concrete Debris	LS		1.00	1.00	$18,095.00	$ 18,095.00	1.00	$ 18,095.00		100.00%
3.2	Topsoil Import	LS		1.00	1.00	$ 3,513.04	$ 3,513.04	1.00	$ 3,513.04		100.00%
3.3	Irrigation Repairs	LS		1.00	1.00	$ 2,447.50	$ 2,447.50	1.00	$ 2,447.50		100.00%
3.4	Invisible Dog Fence	LS		1.00	1.00	$ 289.52	$ 289.52	1.00	$ 289.52		100.00%
3.5	Chain Link Fence Replacement	LS		1.00	1.00	$ 2,728.00	$ 2,728.00	1.00	$ 2,728.00		100.00%
3.6	PCC Drainage Flume Removal & Replacement	LS		1.00	1.00	$15,978.88	$ 15,978.88	1.00	$ 15,978.88		100.00%
3.7	Type 1 Seeding with Hydromulch	ACRE		2.62	2.62	$ 4,750.00	$ 12,445.00	2.62	$ 12,445.00		100.00%
3.2	CO Item 1.1 - Final Adjustment	SY		360.00	360.00	$ 169.00	$ 60,840.00	360.00	$ 60,840.00		100.00%
3.20	CO Item 2.1 - Final Adjustment	ACRE		(3.96)	(3.96)	$ 3,300.00	$ (13,068.00)	(3.96)	$ (13,068.00)		100.00%
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TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE	$ 8,542,388.94		$ 8,542,388.94	100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 12, 2022	$ 308,750.00
2	September 13, 2022	$ 248,097.25
3	October 11, 2022	$ 1,374,592.05
4	November 8, 2022	$ 2,490,201.31
5	December 13, 2022	$ 2,180,893.53
6	January 10, 2023	$ 152,903.81
7	February 14, 2023	$ 42,540.05
8	March 14, 2023	$ 139,820.05
9	July 11, 2023	$ 256,820.91
10	August 8, 2023	$ 126,009.14
11	September 12, 2023	$ 218,042.25
12	October 10, 2023	$ 110,381.11
13	November 14, 2023	$ 93,682.84
14	December 12, 2023	$ 97,031.90
15	January 9, 2024	$ 29,299.45
16	February 27, 2024	$ 78,400.65
17	June 25, 2024	$ 325,754.82
18	February 11, 2025	$ 222,276.88
19	March 11, 2025	$ 4,179.00
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Previous Applications for Payment

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TOTAL **$ 8,499,677.00**

Record of Change Orders

No.	Date	Amount
1	February 14, 2023	$ 35,838.00
2	May 23, 2023	$ 26,400.00
3	February 11, 2025	$ 240,149.94
4	March 11, 2025	$ 4,200.00
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TOTAL **$ 306,587.94**

Contract Time Remaining

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

RESOLUTION 03-1125 APPROVING CHANGE ORDERS

Grimes Resolution No. 03-1125

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 March 11, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

CHANGE ORDER FORM

CITY OF GRIMES

Project Title:	WRA Grimes Connector - Contract 3		
Contractor:	Rognes Corporation		
Address:	1609 N. Ankeny Blvd., Suite 210, Ankeny, IA 50023		
Finance Budget Code:	363-815-6499	***Finance Project #***	0
Vendor Project or Invoice #:	0	***PO #***	0
Original Contract Date:	March 8, 2022	***Vendor #***	2363

Change Order Number: 4

Change Order Date: March 11, 2025

Purpose of Change Order:

Item 1 - Additional field tile quantity for the repair on the northern property line of the Bohrofen property east of NW County Line Road. Tile issues were observed in 2024 and upon further discovery in February 2025, a damage field tile was discovered and connected into the previously installed field tile running north toward the Grimes North Sports Complex previously installed during the sewer installation.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Bid Item 15 - Final Adjustment	LF	105.00	$ 40.00	$ 4,200.00

Change Order Number: 4 makes the following adjustments to the contract: $ 4,200.00

Contractor Accepted: Rognes Corporation
Firm Name

Cody Rognes
Signature

2/19/2025
Date

Engineer Approved: Veenstra & Kimm, Inc.
Firm Name

Signature

2/20/2025
Date

Owner Accepted: City of Grimes MSA 3-3-25

Signature

Title

Date

Attest for Owner:

Signature

Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 8,235,801.00
1	February 14, 2023	$ 35,838.00
2	May 23, 2023	$ 26,400.00
3	February 11, 2025	$ 240,149.94
4	March 11, 2025	$ 4,200.00
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Revised Contract Amount $ 8,542,388.94

Date Printed: 2/19/2025

CITY COUNCIL COMMUNICATION
Meeting Date: 3/11/2025

AGENDA ITEM: Resolution Approving Lease Agreement - Verizon Wireless - Hy-Vee Multi-Plex Cell Tower

BACKGROUND: During the 2024 Strategic Planning Session, the Grimes City Council prioritized the construction of a new cellular communication tower at the GrimesPlex (now know as and referred to as the Hy-Vee Multi Plex). The cellular communication tower would accomplish a few things for the of Grimes.

1. In the ever-growing environment of cellular technology and access to data, the residents of Grimes would directly benefit from the expansion of cellular services within the community. The proposed tower would provide access for three carriers to locate equipment.

2. The project would provide an additional revenue source to the City of Grimes. Cellular technology contracts typically pay between $1,500 - $2,000 per month, per carrier. In this specific case of this cellular communication tower, upwards of $70,000 annually could be generated from the project.

The City has worked with Verizon Wireless to build the tower, which will be dedicated to the City as a public improvement upon completion of the project. In return, Verizon Wireless will be granted a lease/easement upon the property to locate their equipment. Verizon will receive rent abatement up to a certain dollar amount in recognition of their contribution to the project.

The City Council previously held a public hearing and received comments on whether the City should enter into a lease/easement agreement to locate cellular communication tower equipment upon the Hy-Vee Multi-Plex property. There were no comments from the public registered at hte public hearing.

A lease agreement has been drafted and is included in your packet for consideration. The basic lease terms are as follows:

Term: 7 Years Intial (Abatement Period), with five, 5 year extensions.
Rent: $22,800 Annually
Abatement: Maximum $185,000, with a 10% modification factor to address cost overruns.
Tower Ownership: City of Grimes

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: __X__YES ____NO

*High-Performing Organization/Exception Professional Services _X___
*Great Place to Live/Expanded Quality of Life Amenities _X___

*Dynamic Town/Strong Sense of Community _X___
*More Beautiful/Vibrant Community ____

BOARD/COMMISION 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

RESOLUTION APPROVING LEASE AGREEMENT - VERIZON WIRELESS - HY-VEE MULTI-PLEX CELL TOWER

Grimes Resolution No. 03-1225

WHEREAS, the City Council prioritized the construction of a new cellular communication tower; and

WHEREAS, the City engaged with Verizon Wireless on the development of a new communication; and

WHEREAS, the City Council held a public hearing to hear comments on whether the City should enter into a lease agreement with Verizon Wireless; and

WHEREAS, a lease agreement has been drafted and executed by Verizon Wireless.

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

1. The lease agreement is hereby approved and the Mayor or Administrator is authorized to execute any necessary documents, and the clerk is to attest to their signature.

PASSED and APPROVED on March 11, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

LEASE AGREEMENT

This Lease Agreement (the "Agreement") is made by and between the **City of Grimes, Iowa,** a municipality ("**LESSOR**"), and **Cellco Partnership**, a Delaware general partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("**LESSEE**"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT; LESSEE PREMISES; INSTALLATION OF TOWER. LESSOR hereby grants to LESSEE the right to construct a new 150' self-supporting communication tower ("**Tower**") on the terms and conditions contained herein Upon completion of said Tower and transfer of ownership to LESSOR, LESSOR hereby leases LESSEE space in and/or upon that certain Tower, which shall be owned, leased or controlled by LESSOR, together with a parcel of land sufficient for the installation of LESSEE's equipment building (the "Land Space") to install, maintain, upgrade, replace and operate communications equipment ("Use") at the property located at 1000 NE Heritage Dr., Grimes, Iowa (the "Property") which is more particularly described in Exhibit "A" attached hereto and incorporated hereby. The portions of the Tower occupied by LESSEE is hereinafter referred to as the Tower Space, which shall consist of all of the area on the Tower between the top and bottom of the centerline of LESSEE's equipment on the Tower. (For example, if LESSEE's equipment occupies ten (10) feet space on the Tower, with an equipment centerline of forty (40) feet, LESSEE would be entitled to occupy any space on the Tower between the elevations of thirty-five (35) and forty-five (45) feet above ground level.) The Tower Space and Land Space are collectively hereinafter referred to as the "Premises". Notwithstanding anything to the contrary, the Premises shall also include such additional space necessary for the installation, operation and maintenance of wires, cables, conduits and pipes running between and among the various portions of the Premises and to all necessary electrical, telephone, fiber and other similar support services located within the Property or the nearest public right of way. In the event it is necessary, LESSOR agrees to grant LESSEE the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. The LESSEE will be responsible for any costs associated with the installation or connection to such services and for the return of the premises to its original condition after installation or connection is completed. The Premises are shown in detail on Exhibit "B" attached hereto and made a part hereof.

1.1 Installation of Tower. The Parties agree that upon receipt of all necessary governmental approvals and completion of LESSEE's required due diligence, LESSEE shall install the Tower in the area and as depicted in Exhibit B attached hereto. LESSEE agrees that the Tower shall be of the type and shall be installed to the specifications as depicted in Exhibit C attached hereto. It is further agreed that LESSEE shall be entitled to install the Tower and incorporate, integrate and begin operation of LESSEE's equipment on Tower. LESSEE's ability to construct the Tower and utilize the Premises for its permitted use is contingent upon its obtaining after the execution date of the Agreement all of the certificates, permits and other approvals (individually and collectively referred to as "Governmental Approvals") that may be required by any Federal, State or Local authorities, as well as satisfactory soil boring tests and structural analysis which will permit Lessee

use of the Leased Premises as set forth above. The Tower shall be of construction and specifications as depicted in Exhibit C.

1.2 Transfer of Title.

Upon the date of completion of construction of the Tower, as reasonably determined by LESSEE ("Transfer Date"), LESSOR shall, thereupon, be and become the absolute owner of and vested with full title to and ownership of the Tower, without warranty, express or implied, free and clear of all rights or claims of LESSEE and all persons hereafter claiming by, through or under LESSEE as of the Transfer Date. The parties agree to document the Transfer Date in writing via a written acknowledgement signed by both parties. Title to the Tower shall automatically vest in LESSOR upon acceptance by the LESSOR'S City Council, and the date of this acceptance shall be the transfer date. . LESSEE agrees to satisfy any mortgages, liens or encumbrances, remaining on the Tower at the time of transfer to the LESSOR and the LESSOR shall not be required to make any payments to eliminate any mortgages, liens or encumbrances. Notwithstanding the foregoing, LESSEE covenants and agrees that upon the request of either Party, LESSEE shall execute, acknowledge and deliver to LESSOR a Bill of Sale or document reasonably requested by LESSOR to confirm title to the Tower in LESSOR within sixty (60) days of the Transfer Date.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for seven years beginning on the first day of the month immediately following the date LESSEE begins installation of its communications equipment at the Premises (the "Commencement Date") and will be acknowledged by the Parties in writing, including electronic mail.

3. EXTENSIONS. The initial term of this Agreement shall automatically be extended for five (5) additional five (5) year terms unless LESSEE gives LESSOR written notice of its intent to terminate at least three (3) months prior to the end of the then-current term. The initial term and any extension terms shall be collectively referred to herein as the "Term".

4. RENTAL; RENT ABATEMENT.

a. The Parties acknowledge and agree that the estimated costs associated with the new Tower construction is $185,000 (**"Estimated Tower Construction Costs"**). Lessor and Lessee agree that in exchange for erecting the Tower at Lessee's cost, there shall be no charge of rent due under the initial eight (8) years following the Commencement Date of this Lease (the "**Rent Abatement Period**"). Should the Lessee decide to exercise an extension as described under section 3, the charge of rent shall be consistent with section 4.b, subject to the Rent Abatement Period.

Notwithstanding the foregoing, in the event that, after completion of the construction of the Tower and associated work, it is determined the actual reasonable costs of construction and installation exceed the Estimated Tower Construction Costs ("**Additional Construction Costs**"), then Lessor and Lessee agree to extend the Rent Abatement Period, as defined above, to capture said additional costs and provide appropriate credit to Lessee for any cost amount up to 10% in excess of the Estimated Tower Construction Costs. If the Additional Construction Costs exceed 10% of the Estimated Tower Construction Costs, the parties will attempt in good faith to negotiate this provision. Notice of any

such Additional Construction Costs must be provided with itemized invoice by Lessee to Lessor within sixty (60) days of completion of construction of the Tower and removal of the Existing Tower or Lessee shall not be entitled to obtain an extension of the Rent Abatement Period. The Parties agree to document any Additional Construction Costs in an amendment to this Lease, which will serve to extend the Free Rent Period until Lessee receives credit for all Additional Construction Costs incurred.

In the event that the actual reasonable costs associated with the new Tower construction and associated work paid by Lessee are less than the Estimated Tower Construction Costs, the Parties agree to adjust the Free Rent Period to reflect a shorter period commensurate with such lower costs to Lessee. The Parties agree to document any such reduction in the total rent abatement via an amendment to this Lease.

b. Commencing on the first day after the expiration of the Rent Abatement Period ("**Rent Commencement Date**")(as may be extended or shortened as set forth above), the total annual rent shall be Twenty Two Thousand Eight Hundred and 00/100 Dollars ($22,800.00) ("**Annual Base Rent**"), to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at Grimes City Hall, 101 NE Harvey St., Grimes, Iowa 50111, or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment due date by notice given in accordance with Paragraph 19 below. Following the Rent Abatement Period, Annual Base Rent shall be increased on each anniversary of the Rent Commencement Date in an amount equal to two percent (2%) of the Annual Base Rent in effect for the previous year. Following expiration of the Rent Abatement Period, Annual Base Rent shall be prorated for any partial year during the Lease term (as such term may have been extended as set forth herein). The initial rental payment shall be delivered by LESSEE no later than 60 days after the Rent Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

c. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE: (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; (iii) LESSEE's payment direction form; and (iv) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. <u>ACCESS/UTILITIES</u>. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along the 30 foot wide right-of-way ("Easement") depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all electrical, telephone, fiber and other similar support services (collectively, the "Support Services") as deemed necessary or appropriate by LESSEE for the operation of its communications equipment. In the event it is necessary, LESSOR agrees to grant LESSEE or the service provider the right to install additional, or to upgrade the existing, Support Services, on, through, over and/or under the Property, provided the location of such additional or upgraded Support Services shall be reasonably approved by LESSOR. In the event of any power interruption at the Premises, LESSEE shall be permitted to install, maintain and/or provide

access to and use of a temporary power source to be located on the Property, including related equipment and appurtenances, such as conduits connecting the temporary power source to the Premises. LESSEE shall be responsible for repairing or replacing any damage to LESSOR's property caused by any installation or repair work by LESSEE.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Property is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add to or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, at no additional cost to LESSEE, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. LESSEE shall only be required to obtain LESSOR consent for modifications that increase LESSEE's Premises. LESSOR shall respond in writing to any LESSEE consent request within 30 days of receipt or LESSOR's consent shall be deemed granted, provided, any material modifications to the Premises shall be memorialized by the Parties in writing. LESSOR is not entitled to a rent increase associated with any LESSEE modification unless it is increasing its Premises, in which case, any rent increase shall be proportionate to the additional ground space included in the Premises. LESSEE will maintain LESSEE's communications equipment within the Premises in good condition, reasonable wear and tear and casualty damage excepted. LESSOR shall maintain, in good operating condition and repair, the Tower and the Property, except if the Tower and/or Property is damaged by the activities of the LESSEE, in which case the LESSEE shall return the Tower and/or Property to its prior condition before the damage.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain and maintain any Government Approvals. Notwithstanding anything contained herein to the contrary, LESSOR hereby agrees to allow LESSEE to install any RF frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined below).

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR for the following reasons: (a) if any applications for such Government Approvals should be finally rejected; (b) if any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (c) if LESSEE determines that such Government Approvals may not be obtained in a timely manner; (d) if LESSEE determines any structural analysis is unsatisfactory; (e) if LESSEE gives six month prior notice of termination that in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (f) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (g) at any time before the Commencement Date for no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (i) all claims of liability or loss from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (ii) reasonable attorney's fees, expense, and defense costs incurred by the indemnified Party. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim without full payment of any settlement amount and without obtaining an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party in exchange for such settlement payment. All indemnification obligations shall survive the termination or expiration of this Agreement.

11. INSURANCE. The Parties agree to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of $2,000,000.00 per occurrence for bodily injury and property damage and $4,000,000.00 in the annual aggregate. Each Party shall be included as an additional insured as their interest may appear under this Agreement on the other Party's insurance policy.

b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each Party agrees to waive subrogation against the other Party and to ensure said waiver is recognized by the insurance policies insuring the property.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 , a violation of Paragraph 26, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

13. INTERFERENCE.

a. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing communications equipment of LESSEE.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network

Management Center (at (800) 264-6620) or to LESSOR (at (515) 986-2143), the interfering party shall or shall require any other user under its control to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief, and specific performance.

14. REMOVAL AT END OF TERM. Within 90 days of the expiration or earlier termination of the Agreement, LESSEE shall remove LESSEE's Communications Equipment (except footings, foundations, and tower structural components which are owned by LESSOR) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws.

15. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (a) to sell or otherwise transfer all or any part of the Property, or (b) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

16. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LESSEE's Use.

17. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (a) any entity in which the Party directly or indirectly holds an equity or similar interest; (b) any entity which directly or indirectly holds an equity or similar interest in the Party; or (c) any entity directly or indirectly under common control with the Party. In addition, LESSEE may, without approval or consent of LESSOR, assign this Agreement to (i) any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization or (ii) any person or entity that is in the business of owning, managing or operating communications facilities. The Lessor may, without approval of the Lessee, assign this Lease to a purchaser of the Property or to a third party that consents, as a part of the assignment, to accept all of the terms and conditions of the Lease. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

18. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, or via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:	Grimes City Manager Grimes City Hall 101 NE Harvey Street, Grimes, Iowa 50111
LESSEE:	Cellco Partnership d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate
With a copy to:	Basking Ridge Mail Hub Attn: Legal Intake One Verizon Way Basking Ridge, NJ 07920

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

19. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement (as defined below) and any required consent from existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (a) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (b) agrees to attorn to Lender if Lender becomes the owner of the Property, and (c) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of

any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

20. DEFAULT. It is a "Default" if (a) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (b) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 21 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

21. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

22. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

23. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, LESSOR shall incur no additional liability to LESSEE, and rent shall abate until LESSEE'S Use

is restored and shall be LESSEE's sole remedy. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

24. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

25. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

26. TAXES. If LESSOR is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from LESSEE with respect to the transactions contemplated by this Agreement, then LESSOR shall bill such Tax to LESSEE in the manner and for the amount required by law, LESSEE shall promptly pay such billed amount of Tax to LESSOR, and LESSOR shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that LESSOR shall not bill to or otherwise attempt to collect from, LESSEE any Tax with respect to which LESSEE has provided LESSOR with an exemption certificate or other reasonable basis for relieving LESSOR of its responsibility to collect such tax from LESSEE. Except as provided in this Paragraph 27, LESSOR shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of LESSOR with respect to itself, its property, and the transactions contemplated by this Agreement. LESSEE shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of LESSEE with respect to itself, its property, and the transactions contemplated by this Agreement.

27. NON-DISCLOSURE. The Parties agree that information in this Agreement and information exchanged between the Parties regarding the Agreement may be considered confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and so that the other party may have the reasonable opportunity to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

28. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this

Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed, and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

IN WITNESS WHEREOF, the Parties have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

City of Grimes, Iowa

By: _____

Its: _____

Name: _____

Date: _____

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

By: _____

Its: _____

Name: _____

Title: _____

EXHIBIT "A"

PROPERTY AND PREMISES DESCRIPTION

[See Below]

Property Description:
Lot 14 in HOPE COMMERCIAL PLAT 4, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa.

LESSEE PREMISES DESCRIPTION:
That part of Lot 14, HOPE COMMERCIAL PLAT 4, according to the recorded plat thereof, Polk County, Iowa, described as follows:

Commencing the northeast corner of Lot 55, said HOPE COMMERCIAL PLAT 4; thence South 89 degrees 50 minutes 18 seconds West along the north line of said Lot 55, a distance of 279.87 feet; thence North 0 degrees 10 minutes 12 seconds West, a distance 535.39 feet to the Point of Beginning of the premises to be described; thence South 89 degrees 49 minutes 48 seconds West, a distance of 14.00 feet; thence South 0 degrees 10 minutes 12 seconds East, a distance of 8.00 feet; thence North 89 degrees 49 minutes 48 seconds East, a distance of 14.00 feet; thence North 0 degrees 10 minutes 12 seconds West, a distance of 8.00 feet to the Point of Beginning.

LESSEE ACCESS & UTILITIES EASEMENT:
A 15.00 foot wide easement for access and utility purposes over, under and across Lot 14, HOPE COMMERCIAL PLAT 4, Polk County, Iowa, the centerline of said easement is described as follows:
Commencing the northeast corner of Lot 55, said HOPE COMMERCIAL PLAT 4; thence South 89 degrees 50 minutes 18 seconds West along the north line of said Lot 55, a distance of 279.87 feet; thence North 0 degrees 10 minutes 12 seconds West, a distance 535.39 feet; thence South 89 degrees 49 minutes 48 seconds West, a distance of 23.53 feet to the Point of Beginning of the centerline to be described; thence South 0 degrees 10 minutes 12 seconds East, a distance of 7.50 feet to a point hereinafter referred to as Point “A”; thence continue South 0 degrees 10 minutes 12 seconds East, a distance of 68.00 feet; thence North 89 degrees 49 minutes 48 seconds East, a distance of 230.00 feet; thence South 0 degrees 10 minutes 12 seconds East, a distance of 52.43 feet; thence North 89 degrees 49 minutes 48 seconds East, a distance of 43.86 feet to the west right of way line of NE Heritage Drive and said centerline there terminating.

The sidelines of said easement shall be shortened or lengthened to terminate at said west right of way line of NE Heritage Drive.

TOGETHER WITH:
A 15.00 foot wide easement for access and utility purposes over, under and across said Lot 14, the centerline of said easement is described as follows:

Beginning at the previously described Point “A”; thence South 89 degrees 49 minutes 48 seconds West, a distance of 9.53 feet and said centerline there terminating.

LESSEE UTILITIES EASEMENT:

A 12.00 foot wide easement for utility purposes over, under and across Lot 14, HOPE COMMERCIAL PLAT 4, Polk County, Iowa, the centerline of said easement is described as follows:
Commencing the northeast corner of Lot 55, said HOPE COMMERCIAL PLAT 4; thence South 89 degrees 50 minutes 18 seconds West along the north line of said Lot 55, a distance of 279.87 feet; thence North 0 degrees 10 minutes 12 seconds West, a distance 535.39 feet; thence South 89 degrees 49 minutes 48 seconds West, a distance of 23.53 feet; thence South 0 degrees 10 minutes 12 seconds East, a distance of 23.50 feet to the Point of Beginning of the centerline to be described; thence North 89 degrees 49 minutes 48 seconds East, a distance of 273.87 feet to the west right of way line of NE Heritage Drive and said centerline there terminating.

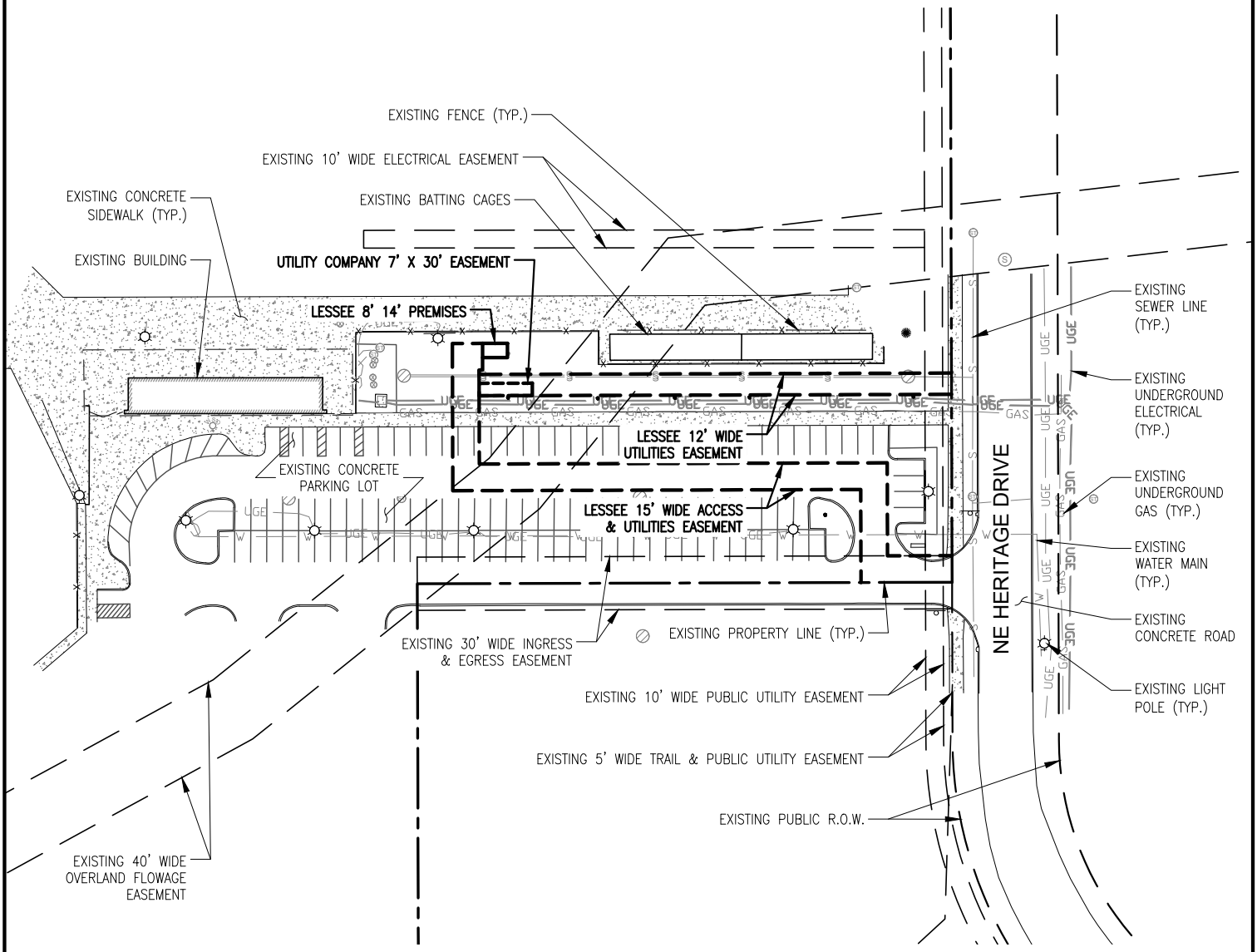
The sidelines of said easement shall be shortened or lengthened to terminate at said west right of way line of NE Heritage Drive.

PROPOSED UTILITY COMPANY EASEMENT DESCRIPTION:
A 7.00 foot wide easement for utility purposes over, under and across Lot 14, HOPE COMMERCIAL PLAT 4, Polk County, Iowa, the centerline of said easement is described as follows:
Commencing the northeast corner of Lot 55, said HOPE COMMERCIAL PLAT 4; thence South 89 degrees 50 minutes 18 seconds West along the north line of said Lot 55, a distance of 279.87 feet; thence North 0 degrees 10 minutes 12 seconds West, a distance 535.39 feet; thence South 89 degrees 49 minutes 48 seconds West, a distance of 23.53 feet; thence South 0 degrees 10 minutes 12 seconds East, a distance of 26.00 feet to the Point of Beginning of the centerline to be described; thence North 89 degrees 49 minutes 48 seconds East, a distance of 37.50 feet and said centerline there terminating.

EXHIBIT "B"

DEPICTION OF THE PREMISES

[See Attached]



NORTH

DES
BEAVER CREEK

SITE SURVEY

PROPERTY DESCRIPTION: (per U.S. Title Solutions File No. UST77584, effective date June 14, 2024)

Lot 14 in HOPE COMMERCIAL PLAT 4, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa.

SCHEDULE III: (per U.S. Title Solutions File No. UST77584, effective date June 14, 2024)

Easements and Right of Ways

4.1) Underground Electric Easement by City of Grimes, Iowa to Midamerican Energy Company, Dated April 25, 2023, Recorded May 12, 2023, in Book 19472, Page 407.

This document describes a 10 foot wide easement for electrical purposes. Said easement is shown on the survey.

4.2) Ingress/Egress Easement by Hope K. Farms, LLC to City of Grimes, Iowa, Dated October 27, 2021, Recorded November 03, 2021, in Book 18844, Page 213.

This document describes a 30 foot wide easement for ingress and egress purposes. Said easement is shown on the survey.

4.3) Trail and Public Utility Access Easement by Hope K. Farms, LLC to City of Grimes, Iowa, Dated October 27, 2021, Recorded November 03, 2021, in Book 18844, Page 193.

This document describes a 5 foot wide easement for trail and public utilities purposes. Said easement is shown on the survey.

4.4) Buffer Easement by Hope K. Farms, LLC to City of Grimes, Iowa, Dated October 27, 2021, Recorded November 03, 2021, in Book 18844, Page 183.

This document describes a 30 foot wide buffer easement on the west line of the parent parcel. Said easement is shown on the survey.

4.5) Overland Flowage Easement by Hope K. Farms, LLC to City of Grimes, Iowa, Dated October 27, 2021, Recorded November 03, 2021, in Book 18844, Page 178.

This document describes a 30 foot wide overland flowage easement along the north line of the parent parcel. Said easement is shown on the survey.

4.6) Water Main Easement by Hope K. Farms, LLC to City of Grimes, Iowa, Dated October 27, 2021, Recorded November 03, 2021, in Book 18844, Page 173.

This document describes a 15 foot wide easement for watermain purposes. Said easement is shown on the survey.

4.7) Public Utility Easement by Hope K. Farms, LLC to City of Grimes, Iowa, Dated October 27, 2021, Recorded November 03, 2021, in Book 18844, Page 167.

This document describes a 10 foot wide public utility easement. Said easement is shown on the survey.

4.8) Storm Sewer Easement by Hope K. Farms, LLC to City of Grimes, Iowa, Dated October 27, 2021, Recorded November 03, 2021, in Book 18844, Page 155.

This document describes a 20 foot wide storm sewer easement. Said easement is shown on the survey.

4.9) Underground Electric Easement by Hope K. Farms, LLC to Midamerican Energy Company, Dated October 08, 2020, Recorded October 26, 2020, in Book 18147, Page 507.

This document describes a 10 foot electrical easement. Said easement does not affect the proposed tower area and is not shown on the survey.

4.10) Water Main Easement by Hope K. Farms, LLC to City of Grimes, Iowa, Dated June 03, 2020, Recorded June 23, 2020, in Book 17906, Page 557.

This document describes an easement for watermain purposes. Said easement does not affect the proposed tower area and is not shown on the survey.

4.11) Sanitary Sewer Easement by Hope K. Farms, LLC to City of Grimes, Iowa, Dated June 03, 2020, Recorded June 23, 2020, in Book 17906, Page 542.

This document describes a 30 foot wide sanitary sewer easement. Said easement does not affect the proposed tower area and is not shown on the survey.

4.12) Public Utility Line Easement by Hope K. Farms, LLC to City of Grimes, Iowa, Dated June 03, 2020, Recorded June 23, 2020, in Book 17906, Page 537.

This document describes a 10 foot wide utility easement. Said easement does not affect the proposed tower area and is not shown on the survey.

4.13) Public Utility Easement by Hope K. Farms, LLC to City of Grimes, Iowa, Dated December 17, 2018, Recorded January 22, 2020, in Book 17673, Page 892.

This document describes a 10 foot wide public utility easement. Said easement does not affect the proposed tower area and is not shown on the survey.

4.14) Water Main Easement by Hope K. Farms, LLC to City of Grimes, Iowa, Dated December 17, 2018, Recorded January 22, 2020, in Book 17673, Page 886.

This document describes a 15 foot wide watermain easement. Said easement does not affect the proposed tower area and is not shown on the survey.

4.15) Public Utility Easement by Hope K. Farms, LLC to City of Grimes, Iowa, Dated November 19, 2018, Recorded November 26, 2018, in Book 17157, Page 319.

This document describes a 10 foot wide public utility easement. Said easement does not affect the proposed tower area and is not shown on the survey.

4.16) Overland Flowage Easement by Hope K. Farms, LLC to City of Grimes, Iowa, Dated November 19, 2018, Recorded November 26, 2018, in Book 17157, Page 314.

This document describes a 40 foot wide overland flowage easement. Said easement is shown on the survey.

4.17) Storm Sewer Easement by Hope K. Farms, LLC to City of Grimes, Iowa, Dated November 19, 2018, Recorded November 26, 2018, in Book 17157, Page 309.

This document describes multiple storm sewer easements. Said easements do not affect the proposed tower area and are not shown on the survey.

4.18) Sanitary Sewer Easement by Hope K. Farms, LLC to City of Grimes, Iowa, Dated November 19, 2018, Recorded November 26, 2018, in Book 17157, Page 304.

This document describes a 30 foot wide sanitary sewer easement. Said easement does not affect the proposed tower area and is not shown on the survey.

4.19) Public Water Main Easement by Heritage at Grimes, LLC to City of Grimes, Iowa, Dated December 07, 2016, Recorded January 09, 2017, in Book 16338, Page 360.

This document describes an irregular shaped watermain easement. Said easement does not affect the proposed tower area and is not shown on the survey.

4.20) Public Trail Easement by Heritage at Grimes, LLC to City of Grimes, Iowa, Dated December 07, 2016, Recorded January 09, 2017, in Book 16338, Page 354.

This document describes an irregular shaped public trail easement. Said easement does not affect the proposed tower area and is not shown on the survey.

4.21) Public Storm Sewer Easement by Heritage at Grimes, LLC to City of Grimes, Iowa, Dated December 07, 2016, Recorded January 09, 2017, in Book 16338, Page 347.

This document describes multiple storm sewer easements. Said easements do not affect the proposed tower area and are not shown on the survey.

4.22) Public Sanitary Sewer Easement by Heritage at Grimes, LLC and Beaverbrooke Development Company to City of Grimes, Iowa, Dated December 07, 2016, Recorded January 09, 2017, in Book 16338, Page 332.

This document describes an irregular shaped sanitary sewer easement. Said easement is shown on the survey.

4.23) Public Utility Line Easement by Beaverbrooke Development Company and Beaverbrooke North No. 1, L.L.C. to City of Grimes, Iowa, Dated September 10, 2015, Recorded September 23, 2015, in Book 15743, Page 387.

This document describes a public utility easement. Said easement does not affect the proposed tower area and is not shown on the survey.

4.24) Trail Easement by Howard H. Bauman, Darrell J. Bauman, Lynda M. Bauman, Donald H. Bauman and Colleen M. Bauman to City of Grimes, Iowa, Dated August 30, 2013, Recorded September 24, 2013, in Book 14969, Page 489.

This document describes a 10 foot wide trail easement. Said easement does not affect the proposed tower area and is not shown on the survey.

4.25) Permanent Sanitary Sewer Easement by Howard H. Bauman and Agnes V. Bauman to City of Grimes, Iowa, Dated August 11, 2000, Recorded August 15, 2000, in Book 8566, Page 525.

This easement describes a permanent sanitary sewer easement. Said easement does not affect the proposed tower area and is not shown on the survey.

Other Recorded Documents:

5.1) Hope Commercial Plat 4 Recorded November 03, 2021, in Book 18844, Page 119.

Part of the described plat is shown on the survey.

5.2) Resolution between City of Grimes Dated February 23, 2021, Recorded March 02, 2021, in Book 18388, Page 628.

Not related to the survey.

5.3) Hope Commercial Plat 2 Recorded June 23, 2020, in Book 17906, Page 514.

This plat was referenced to determine if existing easements affect the proposed tower area.

5.4) Hope Commercial Plat 1 Recorded November 26, 2018, in Book 17157, Page 281.

This plat was referenced to determine if existing easements affect the proposed tower area.

5.5) Heritage at Grimes Plat 2 Recorded January 09, 2017, in Book 16338, Page 205.

This plat was referenced to determine if existing easements affect the proposed tower area.

5.6) Plat of Survey Recorded February 18, 2016, in Book 15900, Page 199.

Not related to this survey.

5.7) Plat of Survey Recorded February 18, 2016, in Book 15900, Page 199.

Not related to this survey.

PROPOSED UTILITY COMPANY EASEMENT DESCRIPTION:

A 7.00 foot wide easement for utility purposes over, under and across Lot 14, HOPE COMMERCIAL PLAT 4, Polk County, Iowa, the centerline of said easement is described as follows:

Commencing the northeast corner of Lot 55, said HOPE COMMERCIAL PLAT 4; thence South 89 degrees 50 minutes 18 seconds West along the north line of said Lot 55, a distance of 279.87 feet; thence North 0 degrees 10 minutes 12 seconds West, a distance 535.39 feet; thence South 89 degrees 49 minutes 48 seconds West, a distance of 23.53 feet; thence South 0 degrees 10 minutes 12 seconds South, a distance of 26.00 feet to the Point of Beginning of the centerline to be described; thence North 89 degrees 49 minutes 48 seconds East, a distance of 37.50 feet and said centerline there terminating.

LESSEE PREMISES DESCRIPTION:

That part of Lot 14, HOPE COMMERCIAL PLAT 4, according to the recorded plat thereof, Polk County, Iowa, described as follows:

Commencing the northeast corner of Lot 55, said HOPE COMMERCIAL PLAT 4; thence South 89 degrees 50 minutes 18 seconds West along the north line of said Lot 55, a distance of 279.87 feet; thence North 0 degrees 10 minutes 12 seconds West, a distance 535.39 feet to the Point of Beginning of the premises to be described; thence South 89 degrees 49 minutes 48 seconds West, a distance of 14.00 feet; thence South 0 degrees 10 minutes 12 seconds East, a distance of 8.00 feet; thence North 89 degrees 49 minutes 48 seconds East, a distance of 14.00 feet; thence North 0 degrees 10 minutes 12 seconds West, a distance of 8.00 feet to the Point of Beginning.

LESSEE ACCESS & UTILITIES EASEMENT:

A 15.00 foot wide easement for access and utility purposes over, under and across Lot 14, HOPE COMMERCIAL PLAT 4, Polk County, Iowa, the centerline of said easement is described as follows:

Commencing the northeast corner of Lot 55, said HOPE COMMERCIAL PLAT 4; thence South 89 degrees 50 minutes 18 seconds West along the north line of said Lot 55, a distance of 279.87 feet; thence North 0 degrees 10 minutes 12 seconds West, a distance 535.39 feet; thence South 89 degrees 49 minutes 48 seconds West, a distance of 23.53 feet to the Point of Beginning of the centerline to be described; thence South 0 degrees 10 minutes 12 seconds East, a distance of 7.50 feet to a point hereinafter referred to as Point "A"; thence continue South 0 degrees 10 minutes 12 seconds East, a distance of 68.00 feet; thence North 89 degrees 49 minutes 48 seconds East, a distance of 230.00 feet; thence South 0 degrees 10 minutes 12 seconds East, a distance of 52.43 feet; thence North 89 degrees 49 minutes 48 seconds East, a distance of 43.86 feet to the west right of way line of NE Heritage Drive and said centerline there terminating.

The sidelines of said easement shall be shortened or lengthened to terminate at said west right of way line of NE Heritage Drive.

TOGETHER WITH:

A 15.00 foot wide easement for access and utility purposes over, under and across said Lot 14, the centerline of said easement is described as follows:

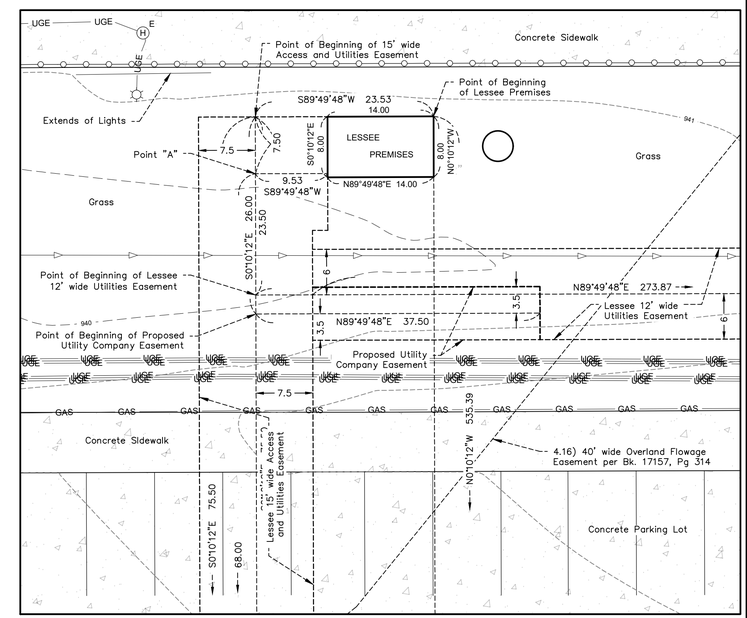
Beginning at the previously described Point "A"; thence South 89 degrees 49 minutes 48 seconds West, a distance of 9.53 feet and said centerline there terminating.

LESSEE UTILITIES EASEMENT:

A 12.00 foot wide easement for utility purposes over, under and across Lot 14, HOPE COMMERCIAL PLAT 4, Polk County, Iowa, the centerline of said easement is described as follows:

Commencing the northeast corner of Lot 55, said HOPE COMMERCIAL PLAT 4; thence South 89 degrees 50 minutes 18 seconds West along the north line of said Lot 55, a distance of 279.87 feet; thence North 0 degrees 10 minutes 12 seconds West, a distance 535.39 feet; thence South 89 degrees 49 minutes 48 seconds West, a distance of 23.53 feet; thence South 0 degrees 10 minutes 12 seconds East, a distance of 23.50 feet to the Point of Beginning of the centerline to be described; thence North 89 degrees 49 minutes 48 seconds East, a distance of 273.87 feet to the west right of way line of NE Heritage Drive and said centerline there terminating.

The sidelines of said easement shall be shortened or lengthened to terminate at said west right of way line of NE Heritage Drive.



LICENSED LAND SURVEYOR BRYAN T. BALCOME #17677 IOWA

SHEET 1 OF 2 SHEETS

DESIGN 1

SITE NAME:
DES BEAVER CREEK

Polk County, IA

No.	Date	REVISIONS	By	CHK	APP'D

FIELD WORK: 9/24/24 | CHECKED BY: BTB | DRAWN BY: BAM

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: Bryan T. Balcome
BRYAN T. BALCOME, L.S.
DATE: 12/18/24 LICENSE # 17677
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2026

FULL SCALE ON 22"x34"
HALF SCALE ON 11"x17"

2024-10896

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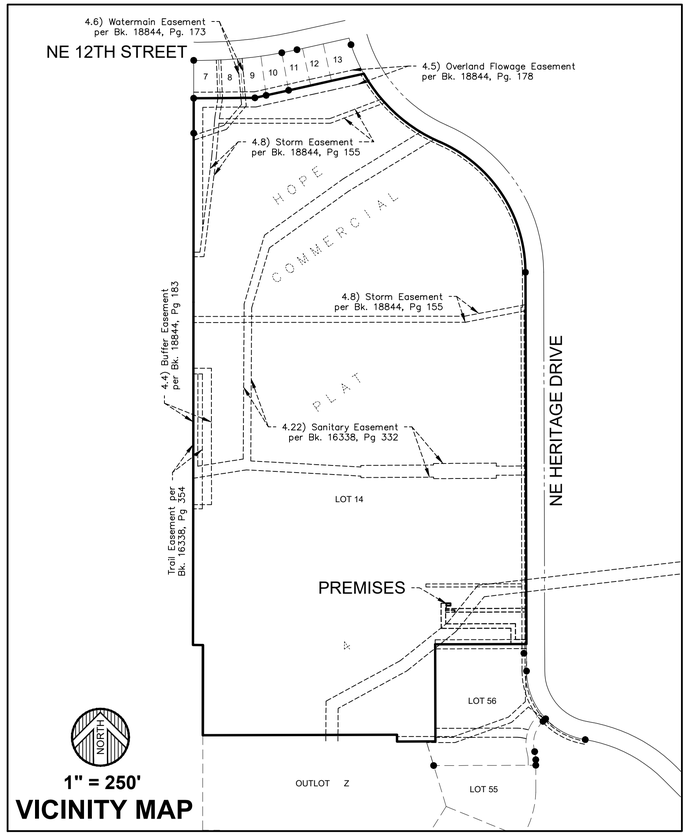
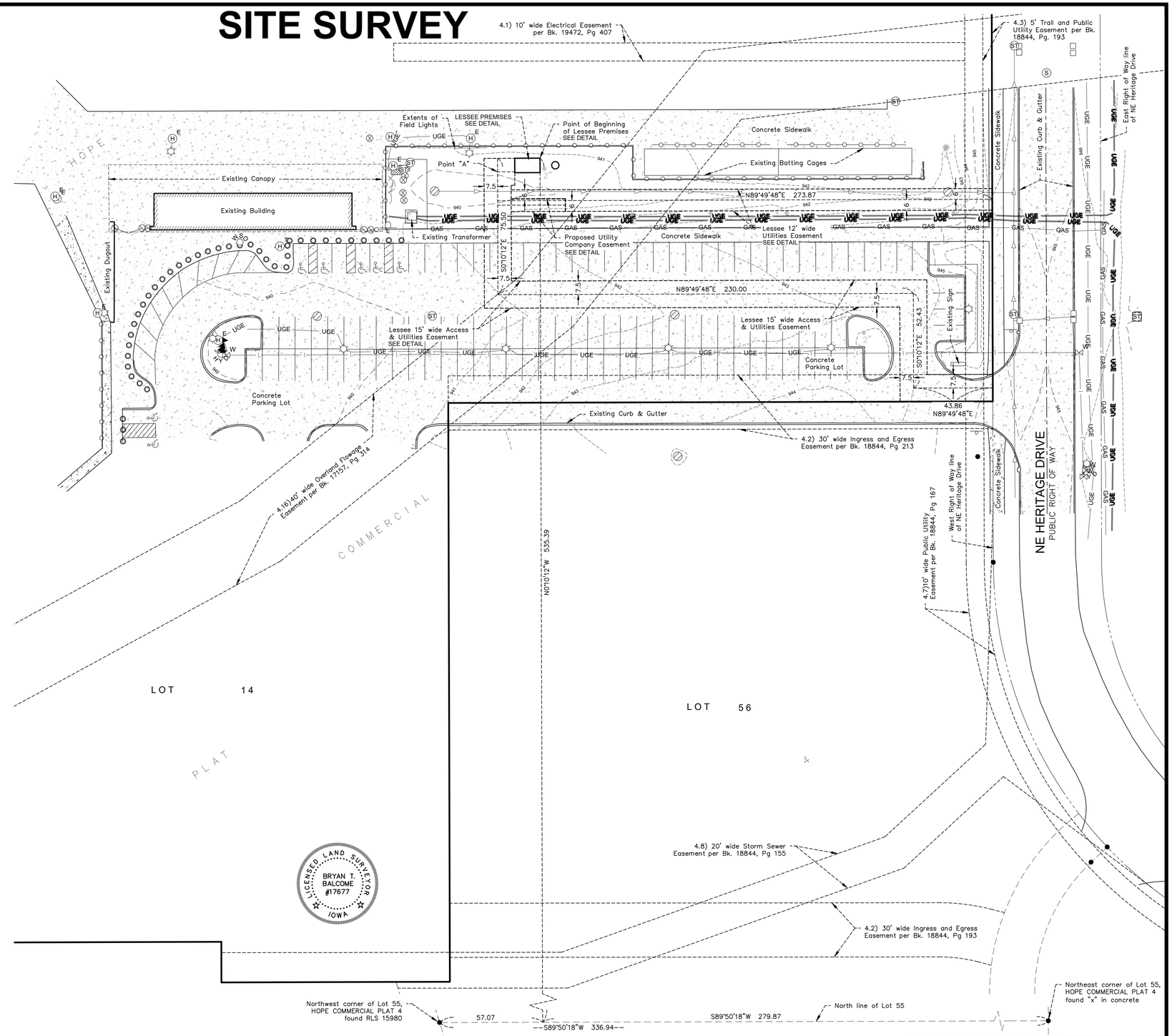
WIDSETH
ARCHITECTS ▪ ENGINEERS ▪ SCIENTISTS ▪ SURVEYORS

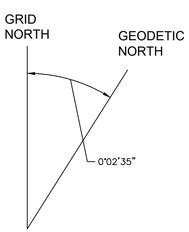
SITE SURVEY

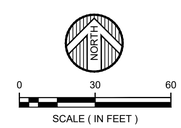




LEGEND

- GUARD POST
- SIGN
- GATE POST
- TREE DECIDUOUS
- SANITARY CLEANOUT
- STORM CATCH BASIN
- STORM INLET
- STORM MANHOLE
- WATER CURB STOP
- WATER HYDRANT
- WATER VALVE
- ELEC GROUND LIGHT
- ELEC HANDHOLE
- ELEC LIGHT POLE
- ELEC TRANSFORMER BOX
- ELECTRIC METER
- TELE HANDHOLE
- FENCE CHAIN LINK
- GAS — UNDERGROUND GAS
- UGE — UNDERGROUND ELECTRIC
- WATERMAIN
- STORM SEWER
- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- PREMISES
- EASEMENT
- EASEMENT
- CENTERLINE
- BUILDING WALL HATCH
- CONCRETE SURFACE





ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE IOWA COUNTY COORDINATE SYSTEM ZONE 8 (AMES - DES MOINES) NAD83 (2011)

● = DENOTES A FOUND IRON MONUMENT

SURVEYOR NOTES:

1.) Utilities are per observed evidence and markings from IOWA ONE CALL Ticket No. 552405391, dated September 9, 2024.

2.) The Premises together with all Access and Utility Easements are within the area described in the Property Description contained herein.

3.) This survey was prepared for Design 1.

SHEET 2 OF 2 SHEETS

DESIGN 1

SITE NAME:
DES BEAVER CREEK

Polk County, IA

No.	Date	REVISIONS	By	CHK	APP'D

FIELD WORK: 9/24/24 | CHECKED BY: BTB | DRAWN BY: BAM

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: Bryan T. Balcome BRYAN T. BALCOME, L.S.
DATE: 12/18/24 LICENSE # 17677
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2026

FULL SCALE ON 22"x34"
HALF SCALE ON 11"x17"

2024-10896

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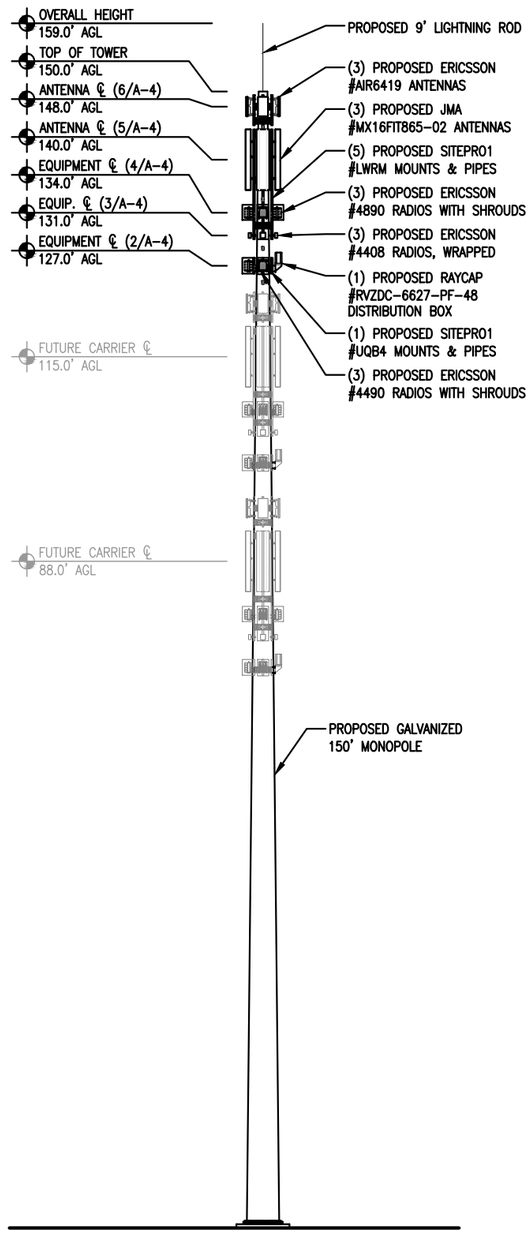
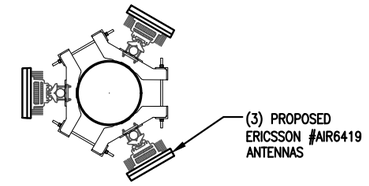
WIDSETH
ARCHITECTS ▪ ENGINEERS ▪ SCIENTISTS ▪ SURVEYORS

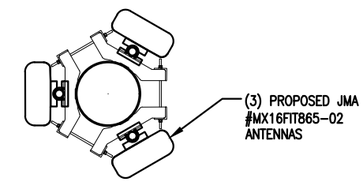
NOTE:
1.) VERIZON WIRELESS GC TO SUPPLY & INSTALL THE MOUNTS. THE MOUNTS MEET THE VERIZON WIRELESS MOUNT STANDARD NSTD-445. THE GC SHOULD OBTAIN A MOUNT CLASSIFICATION BY A LICENSED STRUCTURAL ENGINEER IN THE STATE OF THE PROJECT & SUBMIT THE PE-STAMPED REPORT TO VERIZON PRIOR TO CONSTRUCTION. THE GC SHALL BRING ANY CONCERNS OR DISCREPANCIES TO THE ATTENTION OF THE CONSTRUCTION ENGINEER & ENGINEER OF RECORD.
2.) ALL QUAD MOUNT AZIMUTHS TO BE 0°, 90°, 180° & 270°.
3.) CONTRACTOR TO ENSURE MOUNT & ANTENNA ARRAY DOES NOT IMPEDE SAFETY CLIMB/CABLES.
4.) CABLE TO BE BUNDLED & STRAPPED TO PIPE OR USE CLICK BLOCKS IN A NEAT, ORDERLY MANNER.



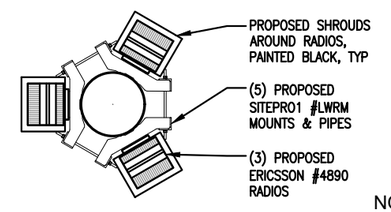
1 TOWER ELEVATION
SCALE: 1" = 20'-0"
GRAPHIC SCALE 0 10' 20'



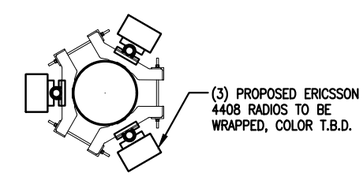
6 TOWER PLAN
SCALE: 1/4" = 1'-0"
GRAPHIC SCALE 0 2' 4'
NORTH



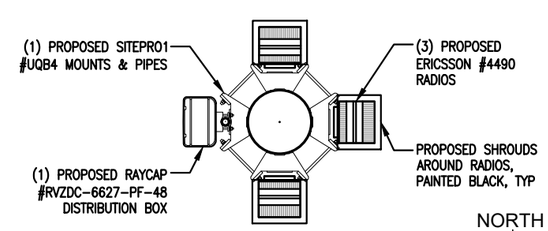
5 TOWER PLAN
SCALE: 1/4" = 1'-0"
GRAPHIC SCALE 0 2' 4'
NORTH



4 TOWER PLAN
SCALE: 1/4" = 1'-0"
GRAPHIC SCALE 0 2' 4'
NORTH



3 TOWER PLAN
SCALE: 1/4" = 1'-0"
GRAPHIC SCALE 0 2' 4'
NORTH



2 TOWER PLAN
SCALE: 1/4" = 1'-0"
GRAPHIC SCALE 0 2' 4'
NORTH

HERZOG ENGINEERING
1334 81ST AVE NE
SPRING LAKE PARK, MN 55432
(612) 844-1234
WWW.HERZOGENGINEERING.COM

12-20-2024
HE #: 241495

DESIGN 1
9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

verizon
10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(952) 946-4700

PROJECT

LOC. CODE: 573148

DES
BEAVER CREEK

NE HERITAGE DR
GRIMES, IA 50111

SHEET CONTENTS:
ENLARGED ELEVATION
MOUNTING DETAILS

DRAWN BY:	JP
CHECKED BY:	TRB
REV. A	11-08-24
REV. B	12-13-24
REV. C	12-20-24

A-4

EXHIBIT "C"

Description of Tower

[See Attached]

DES BEAVER CREEK NEW BUILD

PROJECT INFORMATION

SITE NAME:	DES BEAVER CREEK
SITE ADDRESS:	NE HERITAGE DR GRIMES, IA 50111
COUNTY:	POLK
LATITUDE:	N 41° 41' 34.46"
LONGITUDE:	W 93° 46' 54.20"
DRAWING BASED ON RFDS DATED:	04-12-24
CONSTRUCTION TYPE:	IIB
SITE AREA:	8' X 14' - 112 S.F.

SHEET INDEX

SHEET	SHEET DESCRIPTION
T-1	PROJECT INFORMATION, TOWER ELEVATION & SHEET INDEX
A-1	SITE PLAN, DETAIL INDEX & PHOTO
A-2	ENLARGED SITE PLAN
A-3	ANTENNA AND COAX KEY, CABLE BRIDGE PLAN & DETAILS
A-4	ENLARGED ELEVATION & MOUNTING DETAILS
A-5	OUTLINE SPECIFICATIONS
G-1	GROUNDING & UTILITY NOTES
G-2	GROUNDING PLAN & GROUNDING DETAIL INDEX
U-1	SITE UTILITY PLAN
U-2	ENLARGED SITE UTILITY & PULLBOX LOCATION PLANS
-	SURVEY (2 SHEETS)

LICENSED PROFESSIONAL ENGINEER
JOSHUA HERZOG
20456
IOWA

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Prc fessional Engineer under the laws of the State of Iowa.

(signature) 12-20-2024 (date)

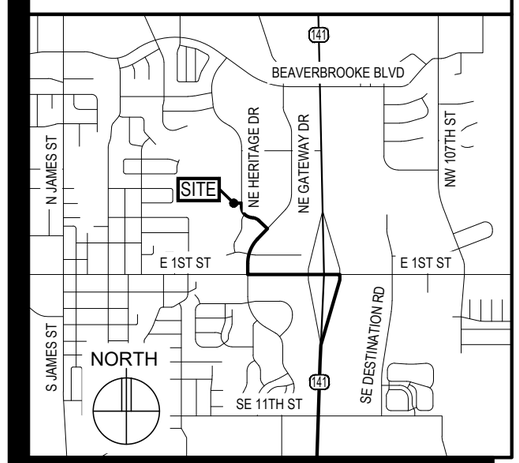
Printed or typed name: Joshua Herzog

License number: P20456

My license renewal date is December 31, 2024

Pages or sheets covered by this seal:
T-1, A-1, A-2, A-3, A-4, A-5, G-1, G-2, U-1, AND U-2

VICINITY MAP



MAP DATA ©2023 GOOGLE

LOCATION SCAN

ISSUE SUMMARY

REV	DESCRIPTION	SHEET/DETAIL
A	ISSUED FOR REVIEW 11-08-24	ALL
B	ISSUED FOR OWNER SIGNOFF 12-13-24	ALL
C	ISSUED FOR REVISED ANTENNA KEYS 12-20-24	A-3

DEPARTMENTAL APPROVALS

JOB TITLE	NAME	DATE
RF ENGINEER	MICAHEL THIEL	12-13-24
OPERATIONS MANAGER		
CONSTRUCTION ENGINEER	JUSTIN RUCH	12-18-24

LESSOR / LICENSOR APPROVAL

SIGNATURE	PRINTED NAME	DATE

LESSOR / LICENSOR: PLEASE CHECK THE APPROPRIATE BOX BELOW

☐ NO CHANGES. ☐ CHANGES NEEDED. SEE COMMENTS.

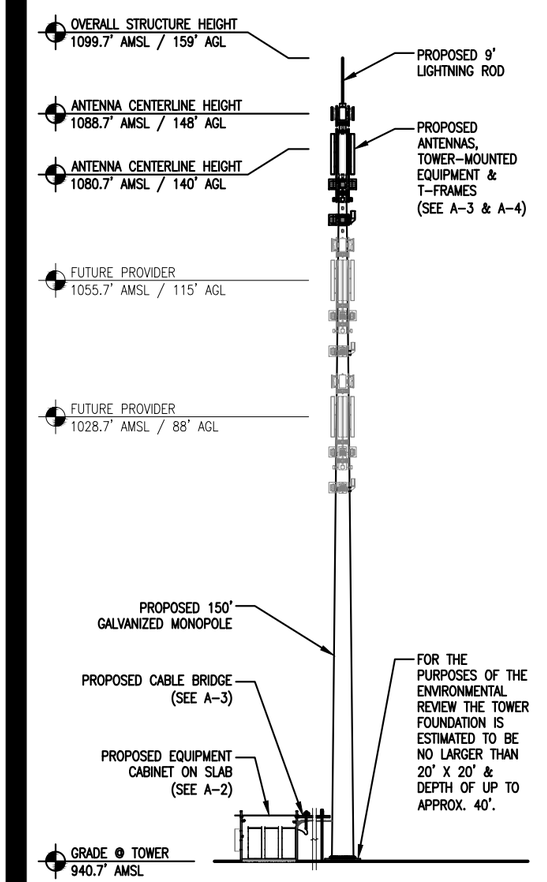
CONTACTS

LESSOR / LICENSOR:	CITY OF GRIMES 410 SE MAIN ST, SUITE 102 GRIMES, IA 50111 ALEX PFALTZGRAFF (515) 986-4050
LESSEE:	VERIZON WIRELESS 10801 BUSH LAKE ROAD BLOOMINGTON, MN 55438 CONSTRUCTION DEPT (952) 946-4700
POWER UTILITY COMPANY CONTACT:	MIDAMERICA ENERGY 500 EAST COURT AVE DES MOINES, IA 50309 LAYNE OGLE (515) 252-6797
TELCO UTILITY COMPANY CONTACT:	T.B.D.
DESIGNER:	DESIGN 1 OF EDEN PRAIRIE 9973 VALLEY VIEW ROAD EDEN PRAIRIE, MN 55344 (952) 903-9299
SURVEYOR:	WIDSETH 610 FILLMORE STREET - PO BOX 1028 ALEXANDRIA, MN 56308-1028 320-762-8149
STRUCTURAL ENGINEER:	T.B.D
GEOTECHNICAL ENGINEER:	T.B.D

NOTES:
1. THESE DRAWINGS DO NOT CONSTITUTE A WARRANTY, EXPRESSED OR IMPLIED, OF THE ACCURACY OF THE STRUCTURAL ANALYSES AND THE PERFORMANCE OF THE COMPLETED CONSTRUCTION AS SHOWN ON THESE DOCUMENTS AND THE STRUCTURAL ANALYSES.
2. NO STRUCTURAL ANALYSIS FOR THE TOWER, MOUNTS OR FOUNDATION HAVE BEEN PERFORMED AS PART OF THESE DRAWINGS. THE STRUCTURAL ANALYSIS FOR THE TOWER AND FOUNDATION ARE BY THE TOWER SUPPLIER AND SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF THE PROJECT.
3. PLEASE COORDINATE ANY STRUCTURAL CONCERNS/MATTERS OR ANY LOADING MODIFICATIONS TO THE CONSULTANT WHO AUTHORED THE ANALYSIS AND NOTIFY DESIGN 1 IMMEDIATELY OF THE ISSUE.
4. TOWER FOUNDATION, EQUIPMENT SLAB, GENERATOR FOUNDATION, AND THE ACCESS DRIVE TO BE EXCAVATED AND CONSTRUCTED IN ACCORDANCE WITH RECOMMENDATIONS AND SPECIFICATIONS OF THE GEOTECHNICAL REPORT WHICH IS NOT INCLUDED IN THIS PACKAGE. DISCREPANCIES BETWEEN THE REPORT AND THE OTHER DOCUMENTS TO BE IMMEDIATELY REPORTED TO VERIZON WIRELESS AND THE DESIGNER.

TOWER ELEVATION

NOTES:
1. TOWER TO BE ERECTED AND INSTALLED IN ACCORDANCE WITH TOWER MANUFACTURER'S DRAWINGS NOT INCLUDED WITH THIS PACKAGE. DISCREPANCIES BETWEEN TOWER DRAWINGS AND DESIGNER DRAWINGS TO BE REPORTED TO VERIZON WIRELESS AND THE DESIGNER IMMEDIATELY.
2. CONTRACTOR TO ENSURE TIP OF ANTENNAS DO NOT EXCEED TOWER HEIGHT.
3. ELEVATION IS SHOWN FOR GENERAL DIAGRAMMATIC PURPOSES ONLY. DO NOT SCALE.
4. THE STRUCTURAL DESIGN FOR THE MOUNTS (BY OTHERS) SHALL BE PER THE VERIZON NETWORK STANDARD NSTD-445. ALL LOADING AND DESIGN SHALL BE PER THE TIA-222-H STANDARD.



1 NORTH ELEVATION
SCALE: 1" = 30'-0"

GRAPHIC SCALE 0 15' 30'

HERZOG ENGINEERING
1334 81ST AVE NE
SPRING LAKE PARK, MN 55432
(612) 844-1234
WWW.HERZOGENGINEERING.COM

LICENSED PROFESSIONAL ENGINEER
JOSHUA HERZOG
20456
IOWA
12-20-2024

HE #: 241495

DESIGN 1
9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

verizon
10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(952) 946-4700

PROJECT

LOC. CODE: 573148

DES BEAVER CREEK

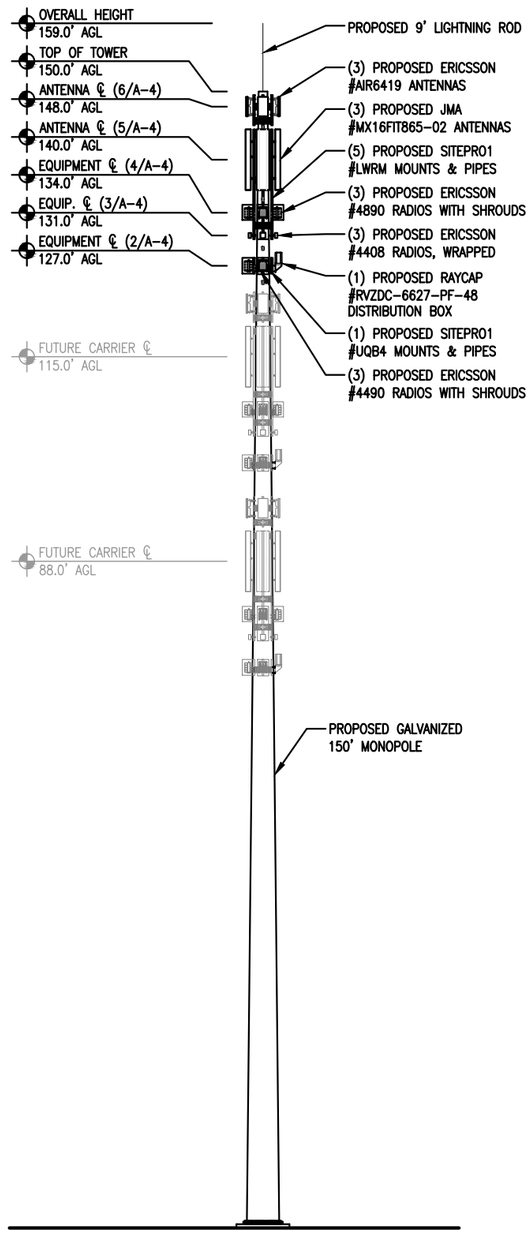
NE HERITAGE DR
GRIMES, IA 50111

SHEET CONTENTS:
CONTACTS
ISSUE SUMMARY
SHEET INDEX
DEPARTMENTAL APPROVALS
LESSOR APPROVAL
PROJECT INFORMATION
AREA & VICINITY MAPS
GENERAL NOTES

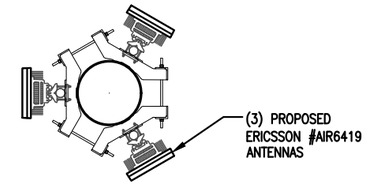
DRAWN BY:	JP
CHECKED BY:	TRB
REV. A	11-08-24
REV. B	12-13-24
REV. C	12-20-24

T-1

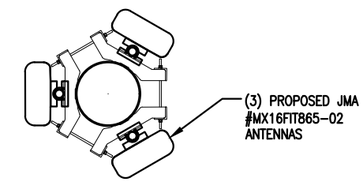
NOTE:
1.) VERIZON WIRELESS GC TO SUPPLY & INSTALL THE MOUNTS. THE MOUNTS MEET THE VERIZON WIRELESS MOUNT STANDARD NSTD-445. THE GC SHOULD OBTAIN A MOUNT CLASSIFICATION BY A LICENSED STRUCTURAL ENGINEER IN THE STATE OF THE PROJECT & SUBMIT THE PE-STAMPED REPORT TO VERIZON PRIOR TO CONSTRUCTION. THE GC SHALL BRING ANY CONCERNS OR DISCREPANCIES TO THE ATTENTION OF THE CONSTRUCTION ENGINEER & ENGINEER OF RECORD.
2.) ALL QUAD MOUNT AZIMUTHS TO BE 0°, 90°, 180° & 270°.
3.) CONTRACTOR TO ENSURE MOUNT & ANTENNA ARRAY DOES NOT IMPEDE SAFETY CLIMB/CABLES.
4.) CABLE TO BE BUNDLED & STRAPPED TO PIPE OR USE CLICK BLOCKS IN A NEAT, ORDERLY MANNER.



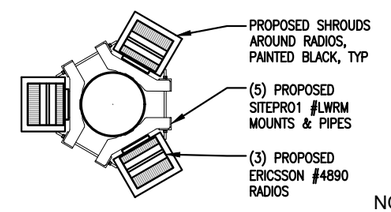
1 TOWER ELEVATION
SCALE: 1" = 20'-0"
GRAPHIC SCALE 0 10' 20'



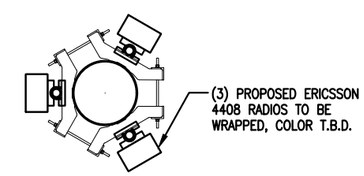
6 TOWER PLAN
SCALE: 1/4" = 1'-0"
GRAPHIC SCALE 0 2' 4'
NORTH



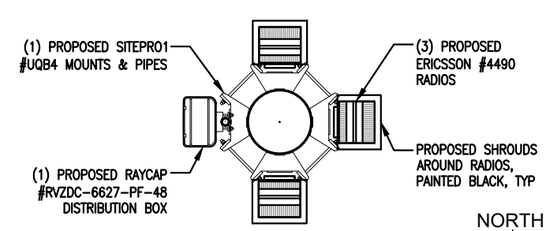
5 TOWER PLAN
SCALE: 1/4" = 1'-0"
GRAPHIC SCALE 0 2' 4'
NORTH



4 TOWER PLAN
SCALE: 1/4" = 1'-0"
GRAPHIC SCALE 0 2' 4'
NORTH



3 TOWER PLAN
SCALE: 1/4" = 1'-0"
GRAPHIC SCALE 0 2' 4'
NORTH



2 TOWER PLAN
SCALE: 1/4" = 1'-0"
GRAPHIC SCALE 0 2' 4'
NORTH

HERZOG ENGINEERING
1334 81ST AVE NE
SPRING LAKE PARK, MN 55432
(612) 844-1234
WWW.HERZOGENGINEERING.COM

LICENSED PROFESSIONAL ENGINEER
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10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
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PROJECT

LOC. CODE: 573148

DES
BEAVER CREEK

NE HERITAGE DR
GRIMES, IA 50111

SHEET CONTENTS:
ENLARGED ELEVATION
MOUNTING DETAILS

DRAWN BY:	JP
CHECKED BY:	TRB
REV. A	11-08-24
REV. B	12-13-24
REV. C	12-20-24

A-4

CITY COUNCIL COMMUNICATION
Meeting Date: 3/11/2025

AGENDA ITEM: Resolution Approving Offer to Purchase and Agreement - McDonalds - E 1st and Gateway Drive Improvements

BACKGROUND: With the development of the plans for NE Gateway and E 1st Street Intersection Improvements , it has been determined that certain easements will be necessary to construct the project.

An estimate of value has been prepared for the easements, and an offer made to the property owner. The offer indicates that the City will pay a total of $65,980.00 for the permanent and temporary easements.

The owner reviewed the offer and accepted it.

BUDGETARY CONSIDERATIONS: $65,980.00

STRATEGIC PLANNING:
Prioritized: ____YES __X__NO

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

BOARD/COMMISION ACTIONS: N/A

STAFF RECOMMENDATION: Staff 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 APPROVING OFFER TO PURCHASE AND AGREEMENT - MCDONALDS - E 1ST AND GATEWAY DRIVE IMPROVEMENTS

Grimes Resolution No. 03-1325

WHEREAS, the City of Grimes is developing plans to construct the NE Gateway and E 1st Street Intersection Improvement (the “Project”) and has determined that certain easements are necessary in order to construct the Project; and

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

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

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

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

PASSED and APPROVED on March 11, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

Prepared by/Return to: Alex Pfaltzgraff, City of Grimes, 410 SE Main Street, Unit 102, Grimes, IA 50111 515.986.4050

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

PARCEL NO. **8025-32-104-001**
COUNTY: **Polk**
PROJECT NO. **N/A**
PROJECT NAME: **Gateway Drive and E. 1st Street Intersection Improvements**

TO: McDonald's USA, LLC, a Delaware limited liability company

On this 21st day of February, 2025, the City of Grimes, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy the real estate situated in Polk County, Iowa, and legally described on the attached **Easement Exhibit. This offer shall terminate on 30 days from offer date.** If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. **SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises as described on EXHIBIT A and which include the following buildings, improvements and other property: LAND ONLY. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.**

2. **Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.**

3. **Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.**

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
$	on right of possession	
$	on conveyance of title	
$	on surrender of possession	
$ 65,980.00	on possession and conveyance	Within 30 Days of BUYER Approval
$ 65,980.00	TOTAL LUMP SUM	

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

Land by Fee Title	2,901	sq.ft.	$ 50,770.00
Underlying Fee Title	0	sq.ft.	$ 0.00
Permanent Easement	0	sq.ft.	$ 0.00
Temporary Easement(s)	10,861	sq.ft.	$ 15,210.00
Landscaping/Other			$ 0.00
Total			$ 65,980.00

Additional Damages None

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

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: Brian J. Douglas, McDonald's Franchisee

5. Each page and each attachment is by this reference made part hereof.

6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: None

7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.

9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa.

12. BUYER hereby agrees to additionally warrant the project against any defects against the property as a result of the project for a period of one year following the completion and acceptance of the project. Defects may include, but are not limited to insufficient seeding/stabilization or settling of the property within the easement.

13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: None

14. BUYER shall be responsible for the removal and relocation of any fences.

15. BUYER shall be responsible for all restoration disturbed area within the easements.

16. BUYER shall be responsible for the installation of 3 trees and general landscape restoration.

17. SELLER has advised BUYER that there are irrigation lines within the acquisition areas. BUYER shall be responsible for the relocation and repair of any irrigation lines within the acquisition areas.

18. SELLER agrees to cooperate with BUYER in removing liens and encumbrances in order to convey marketable title to BUYER in conformity with Iowa law and the Title Standards of the Iowa State Bar Association. If possession and conveyance are delayed due to SELLER's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. SELLER understands that if necessary property rights cannot be acquired by voluntary purchase, BUYER may initiate action to acquire the property interests contemplated in this Agreement under power of eminent domain.

19. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the conveyance documents for this purpose.

20. This Agreement shall not be binding until it has received the final approval by Resolution of the Grimes City Council.

21. GENERAL PROVISIONS.

    a. This Agreement contains the entire agreement of the parties and no waiver, modification, release, or cancellation of this Agreement or any portion of this Agreement shall be binding unless evidenced by writing.
    b. This Agreement shall be binding on the heirs, personal representatives, assigns, and successors of the parties.
    c. This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of Iowa.

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

X Sallie Lupescu
By: Sallie Lupescu
Marital Status: N/A

X _____
By: _____
Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Illinois }
COUNTY OF Cook } ss:

On this 3rd day of March, A.D. 20 25, before me, the undersigned, a Notary Public in and for said State, personally appeared Sallie Lupescu,

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

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

(NOTARY SEAL) Tamara L. Salinas (Sign in Ink)
Tamara L. Salinas (Print/Type Name)
Notary Public in and for the State of Illinois

CAPACITY CLAIMED

BY SIGNER:
_ INDIVIDUAL
X CORPORATE
Title(s) of Corporate ~~Officer(s)~~: Signatory Senior Counsel- Director
__ Corporate Seal is affixed
X No Corporate Seal procured
_ PARTNER(s): __ Limited Partnership
__ General Partnership
_ ATTORNEY-IN-FACT
_ EXECUTOR(s) or TRUSTEE(s)
_ GUARDIAN(s) or CONSERVATOR(s)
_ OTHER: _____
SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies)

OFFICIAL SEAL
Tamara L Salinas
NOTARY PUBLIC, STATE OF ILLINOIS
Commission No. 747534
My Commission Expires April 4, 2027

BUYER'S APPROVAL

_____
Signed by: Scott Mikkelsen (Date)

_____
Attested by: Rochelle Williams (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____}
COUNTY OF _____} ss:

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

_____
Notary Public in and for the State of Iowa

CITY COUNCIL COMMUNICATION
Meeting Date: 3/11/2025

AGENDA ITEM: Resolution Approving Development Agreement - Mid-American Energy - NE Destination Drive Extension

BACKGROUND: With the development of Brookeside Village, the city has previously required the developer to extend NE Destination Drive, through the MidAmerican Energy property. Staff developed a Memorandum of Understanding with MidAmerican Energy, and it was later approved by both entities.

The MOU has now been formalized with a development agreement. The original terms of the MOU remain consistent in the development agreement, and are listed below.

1. Grimes will construct the improvements through the MidAmerican Energy property (reimbursed by developer).
2. Grimes will relocate certain improvements off of Highway 141, onto NE Destination Drive.
3. MidAmerican Energy will all dedicate ROW and Easements to the City at no cost.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: __X__YES ____NO

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

BOARD/COMMISION ACTIONS: 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

RESOLUTION APPROVING DEVELOPMENT AGREEMENT - MID-AMERICAN ENERGY - NE DESTINATION DRIVE EXTENSION

Grimes Resolution No. 03-1425

WHEREAS, the City of Grimes (the “City”) has previously authorized the City of Grimes to negotiate a development agreement with Signature Development for the extension of NE Destination Drive (the “Project”), and

WHEREAS, the Project requires the acquisition of ROW and Easements upon property owned by MidAmerican Energy (“MAE”), and

WHEREAS, the City Coucnli approved a Memorandum of Understanding (“MOU”) regarding the Project

WHEREAS, a development agreement, consistent with the terms of the MOU has been drafted.

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

1. The Development Agreement is hereby approved and the Mayor or Manager is authorized to execute the agreement, and the clerk shall attest to the signatures.
2. The Agreement shall be recorded with the Polk County Recorders office.

PASSED and APPROVED on March 11, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2025, by and between the CITY OF GRIMES, IOWA, a municipal corporation (the "City") and MidAmerican Energy Company, an Iowa corporation (referred to herein as "MAE"):

RECITALS

A. MAE owns approximately 29.08 acres of real property improved to include an electrical substation, driveway, and landscaping within the corporate limits of the City, which is legally described on ***Exhibit 1,*** attached hereto (the "MAE Property");

B. The City has determined it to benefit the public to provide for the construction of NE Destination Drive and the relocation of the existing electrical substation access road to the east side of the MAE Property (the "Project").

C. The City and MAE have entered into a Memorandum of Understanding Regarding the Construction of NE Destination Drive, dated October 11, 2022 (the "MOU"), which broadly describes the scope and process for undertaking the Project. A true and accurate copy of the MOU is attached hereto and marked as ***Exhibit 2***, and is likewise incorporated into this Agreement by reference.

D. MAE and the City wish to set forth their respective agreements and to further define the undertakings, conditions and restrictions which will arise with respect to the completion of the Project in accordance with the MOU.

NOW, THEREFORE, in consideration of the MAE Property, the MOU, the promises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed between MAE and the City as follows:

1. Recitals. The foregoing Recitals are fully incorporated herein as if restated in their entirety.

2. Project Requirements. The City shall undertake the following for completion of the Project:

    a. Construction of road improvements for NE Destination Drive, specifically approximately 1,500 feet of 37-foot B/B PCC Roadway, Storm Sewer, Water Main, Street Lights and associated grading;
    b. Relocation of the existing private access road serving the MAE property from Highway 141 to NE Destination Drive as further depicted on **Exhibit 3**.
        i. In conjunction with the relocation, the City shall complete construction of the new drive and removal of the existing drive including restoration of disturbed areas. Notwithstanding the forgoing, the City's restoration

obligations shall be limited to appropriate grading and one-time seeding of groundcover.

ii. The City agrees to pay for actual costs of removal of fencing and installation of one new gate to accommodate the revised driveway location and entrance up to an amount equal to the value of the fencing and gates existing on the MAE Property as of the date of this Agreement, not to exceed $120,000.00, pursuant to an estimate obtained by MAE and approved by the City dated within 90 days of commencement of work outlined in Section 6 of this Agreement. In the event that MAE elects to enhance or upgrade any aspect of the fencing or gates, MAE shall be responsible for the additional costs.

iii. Additionally, City shall ensure MAE retains access to the MAE Property at all times during the term of this Agreement;

c. If MAE and City mutually agree that modifications to existing stormwater management improvements on the MAE Property become necessary because of this Agreement, City shall be responsible for the construction of any necessary modifications to existing stormwater management improvements on the MAE Property necessary to facilitate the control of storm water on and within the MAE Property. Notwithstanding the foregoing, MAE and the City agree that no upgrades to stormwater management improvements are anticipated;

d. The City shall pay all necessary costs to construct the foregoing improvements, including engineering and surveyor costs, material costs, and labor costs; and

e. The City warrants and represents that the City's undertakings as contemplated in this Agreement will not cause the MAE Property to be out of compliance with any City Ordinance, including, but not limited to, setback, water retention, sidewalk, and fencing or landscaping requirements.

3. Dedication of Right of Way. MAE agrees to dedicate to the City the following interests in real property at no cost to the City:

a. ROW Property. MAE agrees to dedicate approximately 2.02 acres of the MAE Property to the City in fee title, for use as public road right of way, as more particularly described on the Acquisition Plat attached hereto as ***Exhibit 4*** (the "ROW Property"). The dedication shall be made by Warranty Deed prepared by MAE's counsel on a form acceptable to the City Attorney. MAE shall pay all outstanding property taxes and assessments which constitute a lien against the ROW Property, and shall further pay its prorated share of property taxes as calculated by the Polk County Treasurer for purposes of removing the ROW Property from the tax rolls, if the ROW Property is not currently tax exempt. The City shall pay the recording costs associated with the transfer.

b. Easements. MAE agrees to dedicate approximately 2.16 acres of the MAE Property in temporary and perpetual easements necessary to complete the project, as more particularly described on the Easement Exhibits attached hereto as ***Exhibit 5*** (the "Easements"). The Easements shall be prepared by MAE on forms acceptable to the City Attorney. The City shall pay all recording costs associated with filing of the Easements.

c. Timing and Evidence of Title. Dedication of the ROW Property and Easements shall occur on or before June 1, 2025. Prior to the dedication, MAE shall provide

to the City a report of title (with easements) prepared by an Iowa Title Guaranty Participating Abstractor showing record title to the MAE Property vested in MAE, free and clear of any liens or encumbrances, except those encumbrances accepted and approved by the City in writing.

4. Assessments. The City shall not levy any special assessments against the MAE Property in connection with the construction of NE Destination Drive or the Project.

5. Sidewalks Deferred. The City agrees to defer the requirement of sidewalk installation adjoining NE Destination Drive as required under the Grimes Code of Ordinances until such time as the MAE Property is further improved, developed, or subdivided.

6. Commencement of Work. The City anticipates commencement of construction for the Project to occur on or about September 1, 2025. The City shall not be liable for any costs or expenses associated with delays in the commencement of construction due to delays caused by one or more third-parties, including, but not limited to the Project's general contractor(s) or their subcontractor(s).

7. Notice. The City shall give 10 days notice prior to commencement of any construction or pre-construction activities on the MAE Property. Notice shall be made in writing to MAE at the following address:

   MidAmerican Energy Company
   Attn: Director Right of Way Services
   PO Box 657
   Des Moines, IA 50306

8. Warranty of Title. MAE hereby warrants to the City that MAE is the fee simple owner of the MAE Property and hereby covenants to defend MAE's title to the MAE Property for purposes of this Agreement. This paragraph shall survive the construction of the improvements contemplated in this Agreement.

9. Binding. It is intended that this Agreement shall run with the land and shall inure to the benefit of and be binding on the City and MAE, and their respective successors and assigns.

10. Interpretation of Contract. This Agreement shall be construed in accordance with the laws of the State of Iowa, with venue to be in Polk County.

11. Effective. This Agreement will take effect on the date this Agreement has been approved by the Grimes City Council and signed by the Mayor.

12. Counterparts. This Agreement may be executed in two counterparts, each of which shall constitute one and the same instrument. A copy of this Agreement, including all Exhibits, shall be maintained in the office of the City Clerk of the City.

13. Severability. If any provision hereof is for any reason unenforceable by a court of law, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provisions had never been contained herein

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

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

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rachel Greving
City Clerk

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this ____ day of _____, 2025, 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 _____, 2025, 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 _____

MIDAMERICAN ENERGY COMPANY:

By: _____
Kathryn Kunert
Vice President, Economic Connections and Integration

By: _____
Mark Lowe
Senior Vice President, General Counsel & Assistant Corporate Secretary

STATE OF _____)
) ss:
COUNTY OF _____)

This record was acknowledged before me on this _____ day of _____, 2025, by Kathryn Kunert, Vice President, Economic Connections and Integration of MidAmerican Energy Company.

_____
Notary Public in and for the
State of _____
My Commission expires _____

STATE OF _____)
) ss:
COUNTY OF _____)

This record was acknowledged before me on this _____ day of _____, 2025, by Mark Lowe, Senior Vice President, General Counsel & Assistant Corporate Secretary of MidAmerican Energy Company.

_____
Notary Public in and for the
State of _____
My Commission expires _____

Exhibit 1

Legal Description

Exhibit 2

Memorandum of Understanding

Exhibit 3

New Access Road Location

Exhibit 4

Acquisition Plat - ROW Property

Exhibit 5

Easement Exhibits

The West 201.20 feet of the. Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter except the area lying West of the East line of the right of way plat recorded in Book 4337, Page 638 and except Jase Landing, an Official Plat, all in Section 33, Township 80 North, Range 25 West of the Fifth Principal Meridian, City of Grimes, Polk County, Iowa.
Also known as:

A part of the Northwest Quarter of the Southwest Quarter and the West 201.20 feet of the Northeast Quarter of the Southwest Quarter; except Jase Landing, an Official Plat, all in Section 33, Township 80 North, Range 25 West of the Fifth Principal Meridian, in the City of Grimes, Polk County, Iowa and more
particularly described as follows:

Beginning at the Northwest corner of said Jase Landing, an Official Plat; thence South 00°013'55" West along the westerly line of said Jase Landing, a distance of 50.00 feet; thence Southeasterly continuing along said Westerly line and a curve concave Northeasterly whose radius is 570.00 feet, whose arc length is 569.87 feet and whose chord bears South 28°24'34" East, 546.43 feet; thence South 57°03'03" East continuing along said Westerly line, 136.51 feet; thence Southeasterly continuing along said Westerly line and a curve concave Southwesterly whose radius is 630.00 feet, whose arc length is 312.77 feet and whose chord bears South 42°49'42" East, 309.57 feet; thence South 00°19'56" West, 495.75 feet to the South line of the North half of said Southwest Quarter of Section 33; thence North 89°42'35" West along said South line, 1167.99 feet to the Easterly right of way line of Highway 141 as recorded in Book 4337, page 638; thence North 1°53'57" West along said Easterly right of way line, 1325.02 feet to the North line of said Southwest Quarter of Section 33; thence South 89°46'05" East along said North line, 630.00 feet to the point of beginning and containing 29.08 acres (1,266,663 square feet); property is subject to any and all easements of record.

CITY OF GRIMES

101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

Meeting: October 11, 2022

AGENDA HEADING:
Resolution Approving Memorandum of Understanding – NE Destination Drive Extension, Mid-American Energy

SYNOPSIS:
With the anticipated Brookeside Village Development proposed by Signature Development, the extension of NE Destination Drive and NE Beaverbrooke Blvd have been evaluated and determined necessary. A portion of these improvements to NE Destination Drive are through and adjacent to property owned by Mid-American Energy.

As such, Staff and official from Mid-American Energy have developed a Memorandum of Understanding regarding the construction of NE Destination Drive. Below is summary of the MOU.

1. Grimes will construct the improvements (reimbursed by Signature)
2. Grimes will relocate certain improvements off Hwy 141, onto NE Destination Drive
3. Mid-American will dedicate all ROW and Easements at no cost to Grimes.

Following the execution of the MOU, staff will begin drafting a development agreement that includes the terms of the MOU.

FISCAL IMPACT:
N/A

PREVIOUS COUNCIL ACTION(S):
N/A

BOARD/COMMISSION ACTION(S):
N/A

STAFF/COMMITTEE RECOMMENDATION:
Staff would recommend approval of the Resolution

RESOLUTION NO.10-0622

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING – NE DESTINATION DRIVE, MID-AMERICAN ENERGY

WHEREAS, the City of Grimes (the "City") has previously authorized the City of Grimes to negotiate a development agreement with Signature Development for the extension of NE Destination Drive (the "Project"), and

WHEREAS, the Project requires the acquisition of ROW and Easements upon property owned by Mid-American Energy ("MAE"), and

WHEREAS, the City and MAE have developed a Memorandum of Understanding ("MOU") regarding the Project; and,

WHEREAS, the MOU has been executed by MAE.

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

1. That the necessary MOU hereby be approved, and the Mayor instructed to execute on behalf of the City.
2. That the Clerk shall attest to the signature of the Mayor.

PASSED AND APPROVED this 11th day of October, 2022.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

MEMORANDUM OF UNDERSTADING

BETWEEN

CITY OF GRIMES AND MIDAMERICAN ENERGY

REGARDING THE CONSTRUCTION OF NE DESTINATION DRIVE

WHEREAS, MidAmerican Energy (shorted as "MAE") owns property (the "Property") within the City of Grimes (shortened as "Grimes"), legally described on Exhibit A; and,

WHEREAS, MAE has improved the Property to include an electrical sub-station, driveway and landscaping; and,

WHEREAS, the Comprehensive Plan for Grimes identifies the future construction of NE Destination Drive and relocating the existing electrical substation access road to the east side of the substation site (the "Project"); and,

WHEREAS, Grimes has determined that it is for the publics benefit to construct the Project; and,

WHEREAS, Grimes has prepared a conceptual plan for the Project, attached as Exhibit B; and,

WHEREAS, Grimes and MAE desire to memorialize their intents and covenants regarding the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE PARTIES:

CITY OF GRIMES COVENANTS:

1. Grimes will construct the Project on behalf of MAE.
2. Grimes will relocate existing private access road off Hwy 141, onto NE Destination Drive in accordance with Exhibit B.
3. Grimes will make necessary modifications to walls, fences, as necessary, to accommodate new driveway location and entrance to the substation.
4. Grimes will agree to not specially assess MAE for the Project
5. Grimes will not require the installation of the sidewalk adjoining the Project, until such a time that the Property is further improved, developed, or subdivided.
6. Grimes shall handle all requirements of modification for the provision of stormwater management on the MAE property for the Project.

7. Grimes shall prepare an acquisition plat to allow for transfer of the road right-of-way to occur.

MIDAMERICAN ENERGY COVENANTS:

1. MAE will dedicate the necessary ROW for the construction of the Project, at no cost to Grimes.
2. MAE will dedicate the necessary temporary and permanent easements for the construction of the Project, at no cost to Grimes.

MUTUAL COVENANTS

1. Upon execution of this Memorandum of Understanding, Grimes and MAE will begin drafting a Development Agreement that includes the respective covenants and intents.

MIDAMERICAN ENERGY COMPANY

Signature: _____

Name: John Guy

Title: VP, Electric Delivery

Signature: _____

Name: Mark Lowe

Title: VP, General Counsel & Assistant Secretary

PASSED AND APPROVED this 11 day of ~~September~~ October 2022.

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rochelle Williams, City Clerk

EXHIBIT A

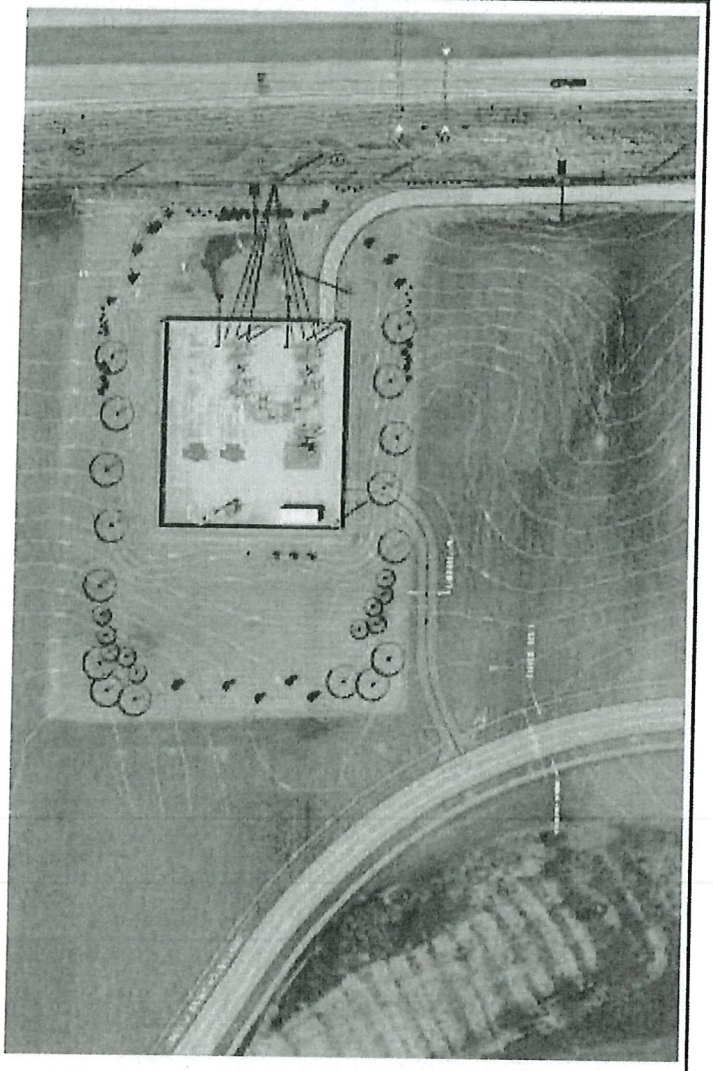
The West 201.20 feet of the. Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter except the area lying West of the East line of the right of way plat recorded in Book 4337, Page 638 and except Jase Landing, an Official Plat, all in Section 33, Township 80 North, Range 25 West of the Fifth Principal Meridian, City of Grimes, Polk County, Iowa.
Also known as:

A part of the Northwest Quarter of the Southwest Quarter and the West 201.20 feet of the Northeast Quarter of the Southwest Quarter; except Jase Landing, an Official Plat, all in Section 33, Township 80 North, Range 25 West of the Fifth Principal Meridian, in the City of Grimes, Polk County, Iowa and more
particularly described as follows:

Beginning at the Northwest corner of said Jase Landing, an Official Plat; thence South 00°013'55" West along the westerly line of said Jase Landing, a distance of 50.00 feet; thence Southeasterly continuing along said Westerly line and a curve concave Northeasterly whose radius is 570.00 feet, whose arc length is 569.87 feet and whose chord bears South 28°24'34" East, 546.43 feet; thence South 57°03'03" East continuing along said Westerly line, 136.51 feet; thence Southeasterly continuing along said Westerly line and a curve concave Southwesterly whose radius is 630.00 feet, whose arc length is 312.77 feet and whose chord bears South 42°49'42" East, 309.57 feet; thence South 00°19'56" West, 495.75 feet to the South line of the North half of said Southwest Quarter of Section 33; thence North 89°42'35" West along said South line, 1167.99 feet to the Easterly right of way line of Highway 141 as recorded in Book 4337, page 638; thence North 1°53'57" West along said Easterly right of way line, 1325.02 feet to the North line of said Southwest Quarter of Section 33; thence South 89°46'05" East along said North line, 630.00 feet to the point of beginning and containing 29.08 acres (1,266,663 square feet); property is subject to any and all easements of record.

EXHIBIT B

Page 1



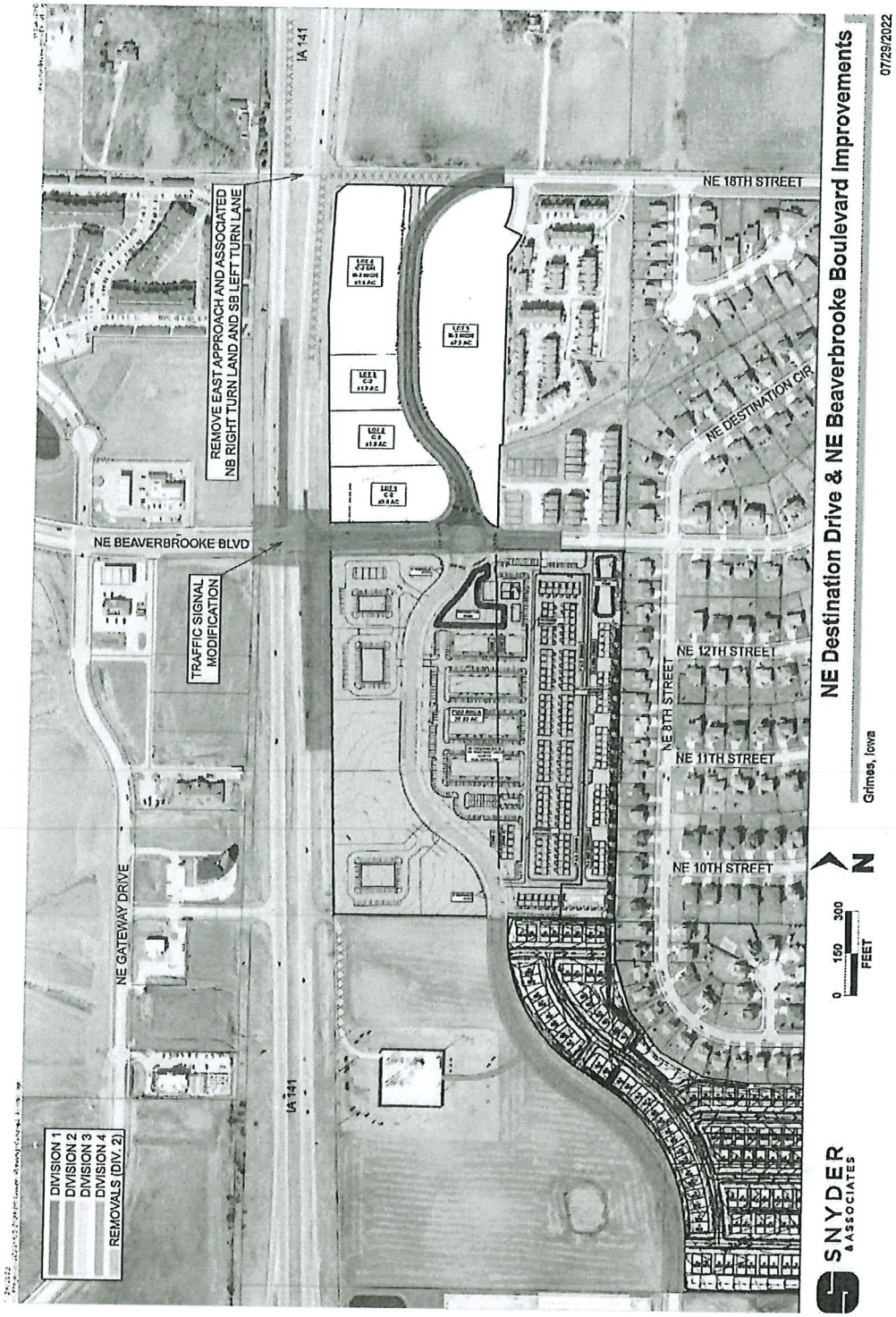
PRELIMINARY FOR REVIEW & DISCUSSION

HIGHWAY 191 SUBSTATION

ALTERNATE DRIVEWAY SCHEMATIC

CEC

Exhibit B
Page 2



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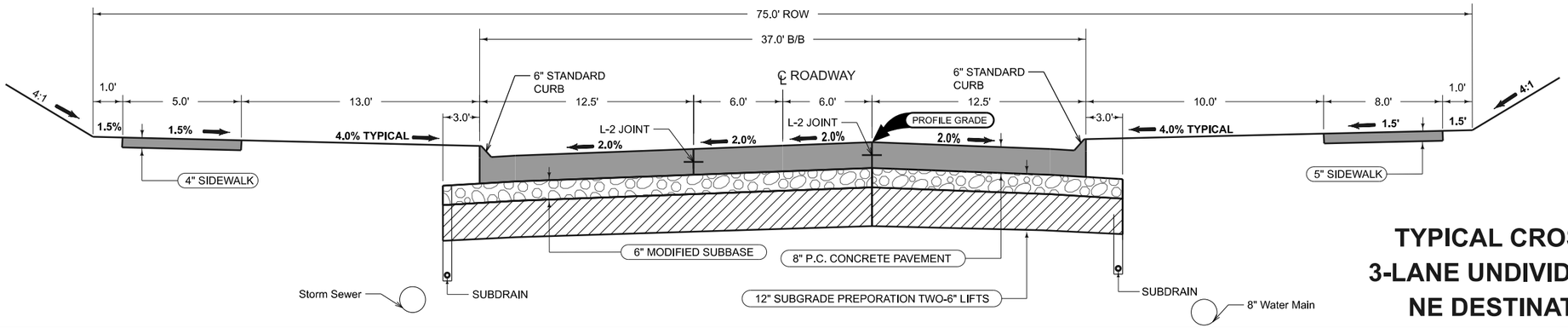
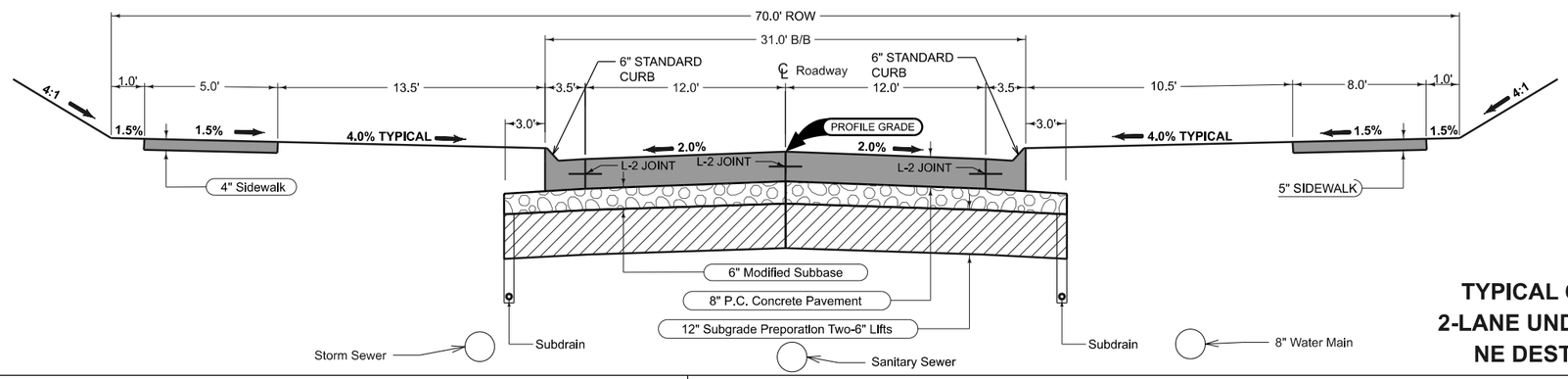


TYPICAL CROSS SECTION
3-LANE UNDIVIDED ROADWAY
NE DESTINATION DRIVE

TYP-2



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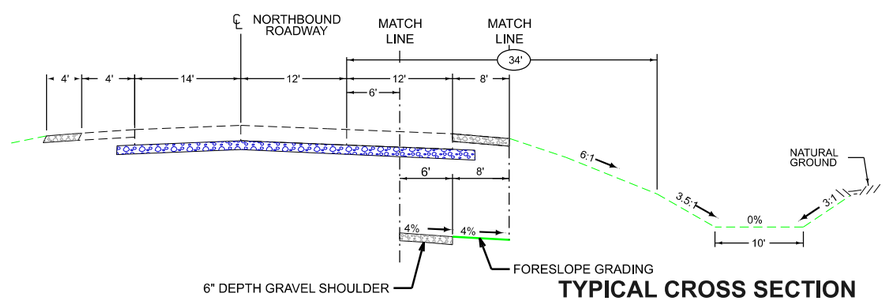
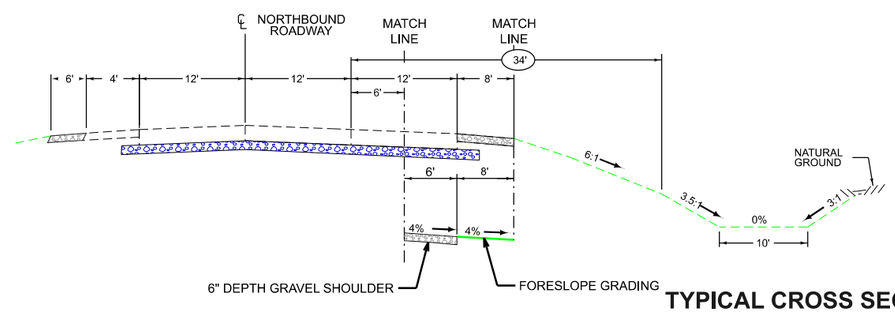
2-LANE UNDIVIDED ROADWAY
NE DESTINATION DRIVE

TYP-3



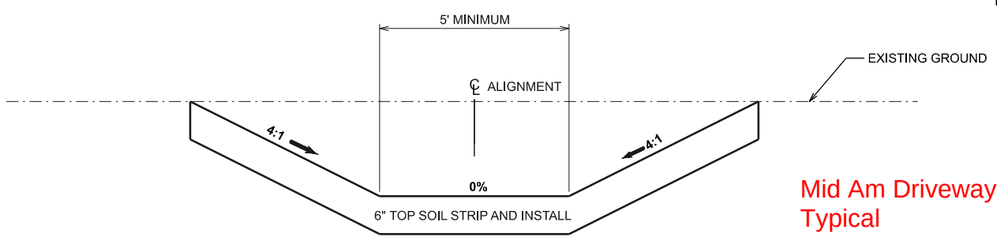
TYPICAL CROSS SECTION
IOWA 141 LEFT TURN LANE REMOVAL
AND REPLACEMENT WITH GRAVEL SHOULDER

TYP-4



TYPICAL CROSS SECTION
IOWA 141 RIGHT TURN LANE REMOVAL
AND REPLACEMENT WITH GRAVEL SHOULDER

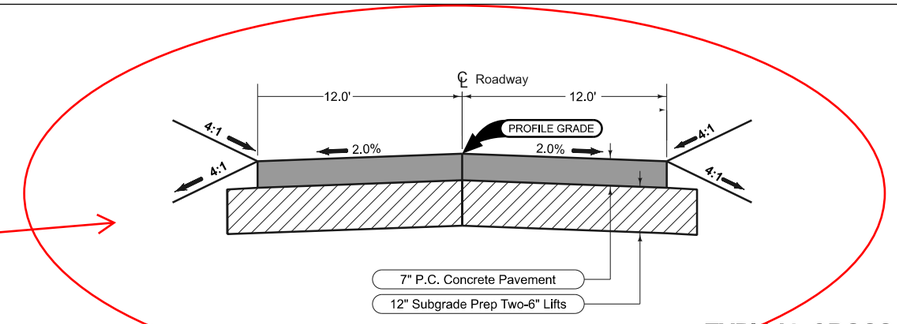
TYP-5



Mid Am Driveway
Typical

TYPICAL CROSS SECTION
OFF-SITE DRAINAGE DITCH

TYP-6



TYPICAL CROSS SECTION
2-LANE DRIVEWAY

MARK	REVISION	DATE	BY

Engineer: JMS | Checked By: TDK | Scale: 1"= 20' | Field Bk:
Technician: EIG | Date: 12/5/2023 | Pgs:

Project No: 1221329

Sheet B.1

NE DESTINATION DR ROADWAY EXTENSION - PHASE 2

TYPICAL CROSS SECTIONS AND DETAILS

GRIMES, IOWA

SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

SNYDER & ASSOCIATES

Project No: 1221329

Sheet B.1

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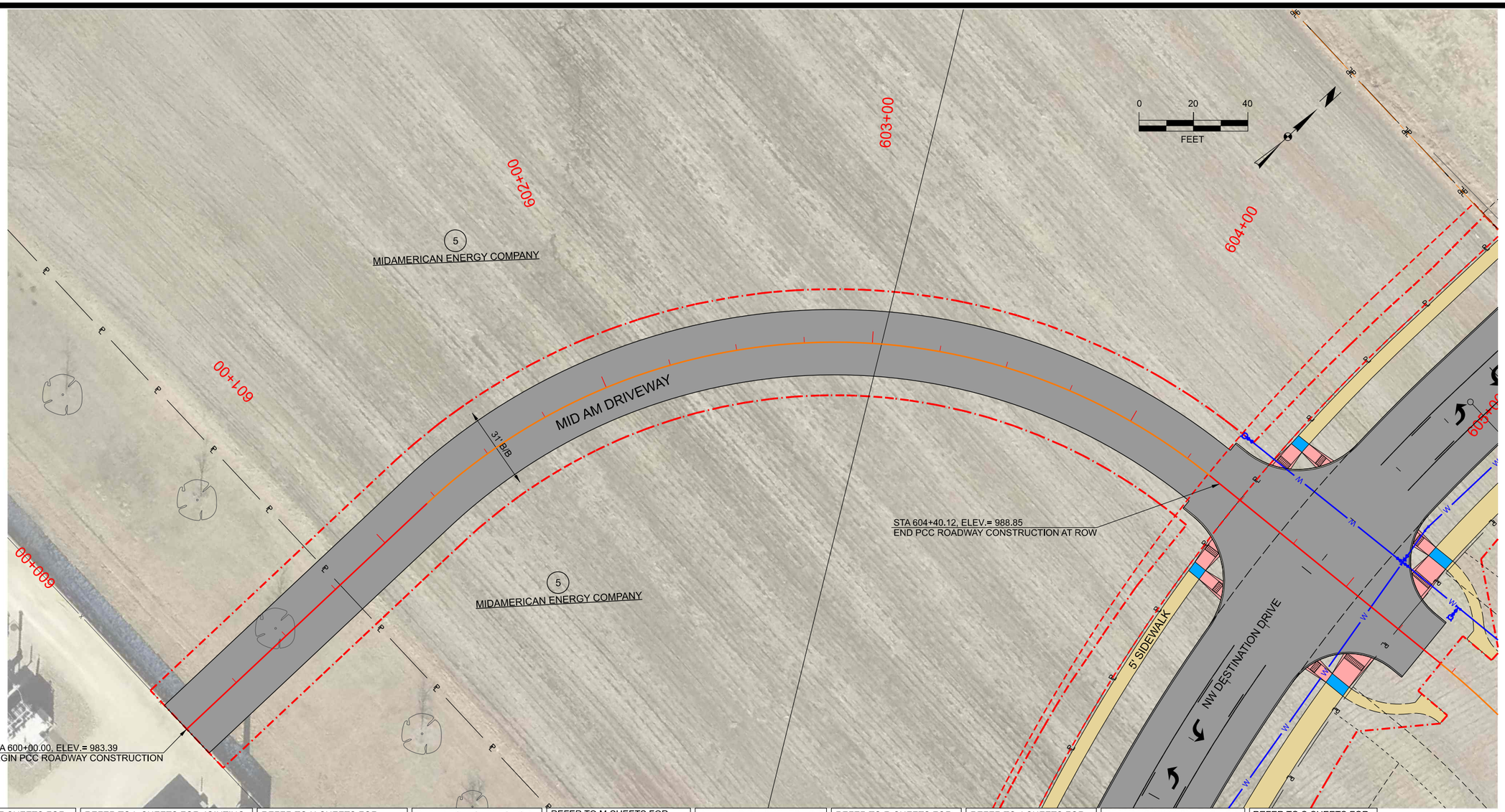

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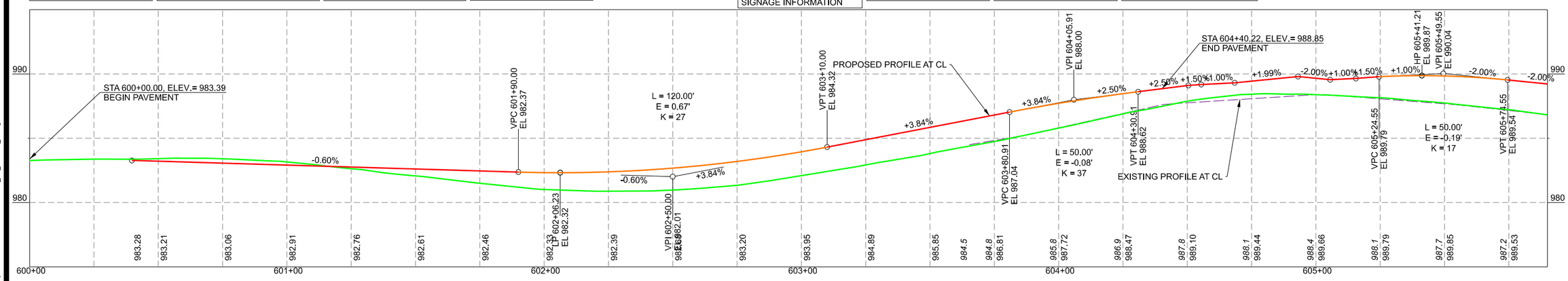

MARK	REVISION	DATE	BY

Engineer: JMS | Checked By: TDK | Scale: 1"= 20'
Technician: EIG | Date: 12/5/2023 | Field Bk: Pg:

Project No: 1221329

Sheet E.1

MID AM SIDEROAD- PHASE 2

SIDE ROAD PLAN AND PROFILE

GRIMES, IOWA

SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

SNYDER & ASSOCIATES

Project No: 1221329

Sheet E.1

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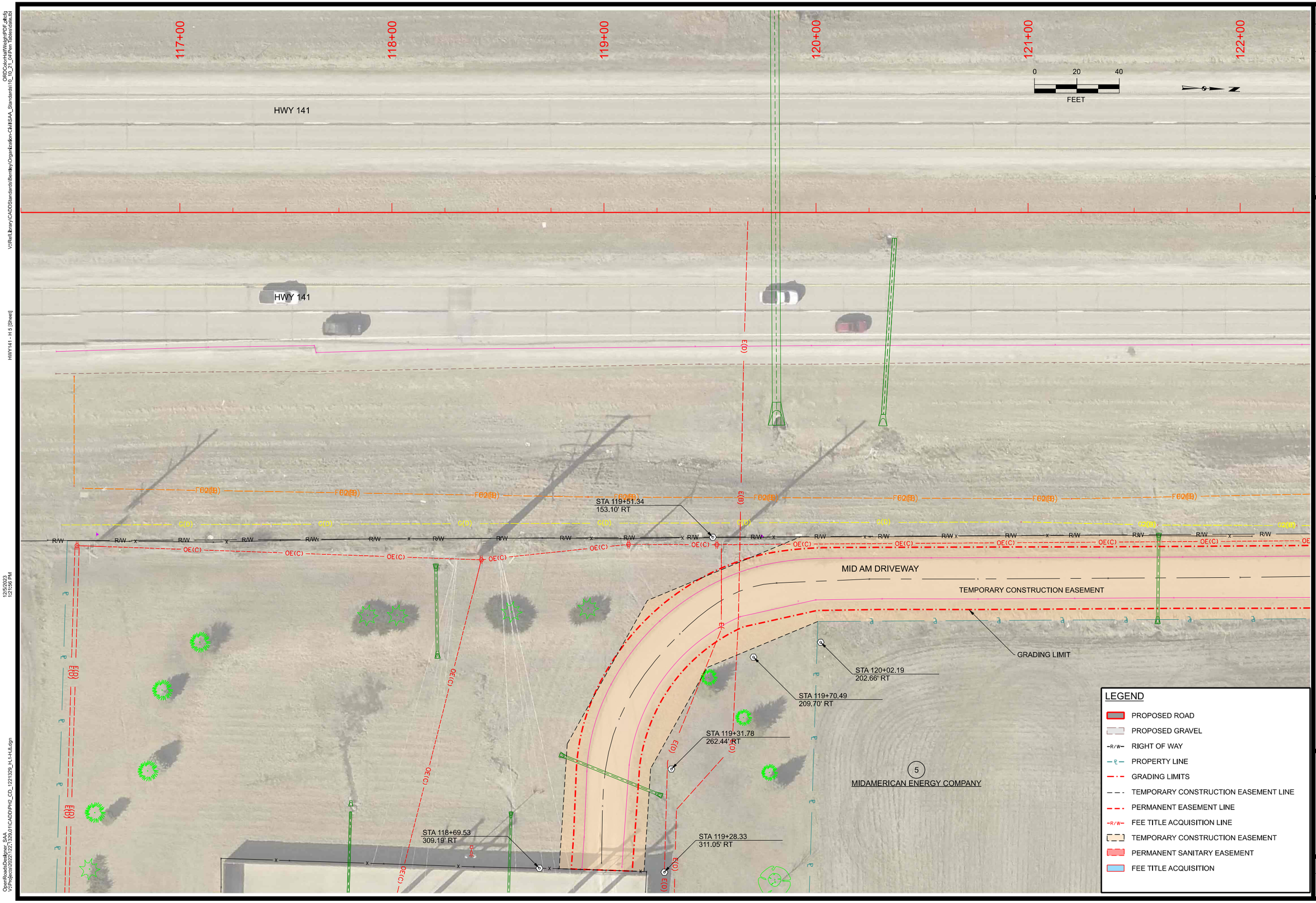

MARK	REVISION	DATE	BY

Engineer: JMS | Checked By: TDK | Scale: 1"= 20'
Technician: EIG | Date: 12/5/2023 | Field Bk: | Pg:

Project No: 1221329

Sheet H.5

NE DESTINATION DR ROADWAY EXTENSION - PHASE 2

RIGHT OF WAY SHEETS

GRIMES, IOWA

SNYDER & ASSOCIATES, INC.

2727 SW SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

SNYDER & ASSOCIATES

Project No: 1221329

Sheet H.5

HWY141 - H.5 [Sheet]
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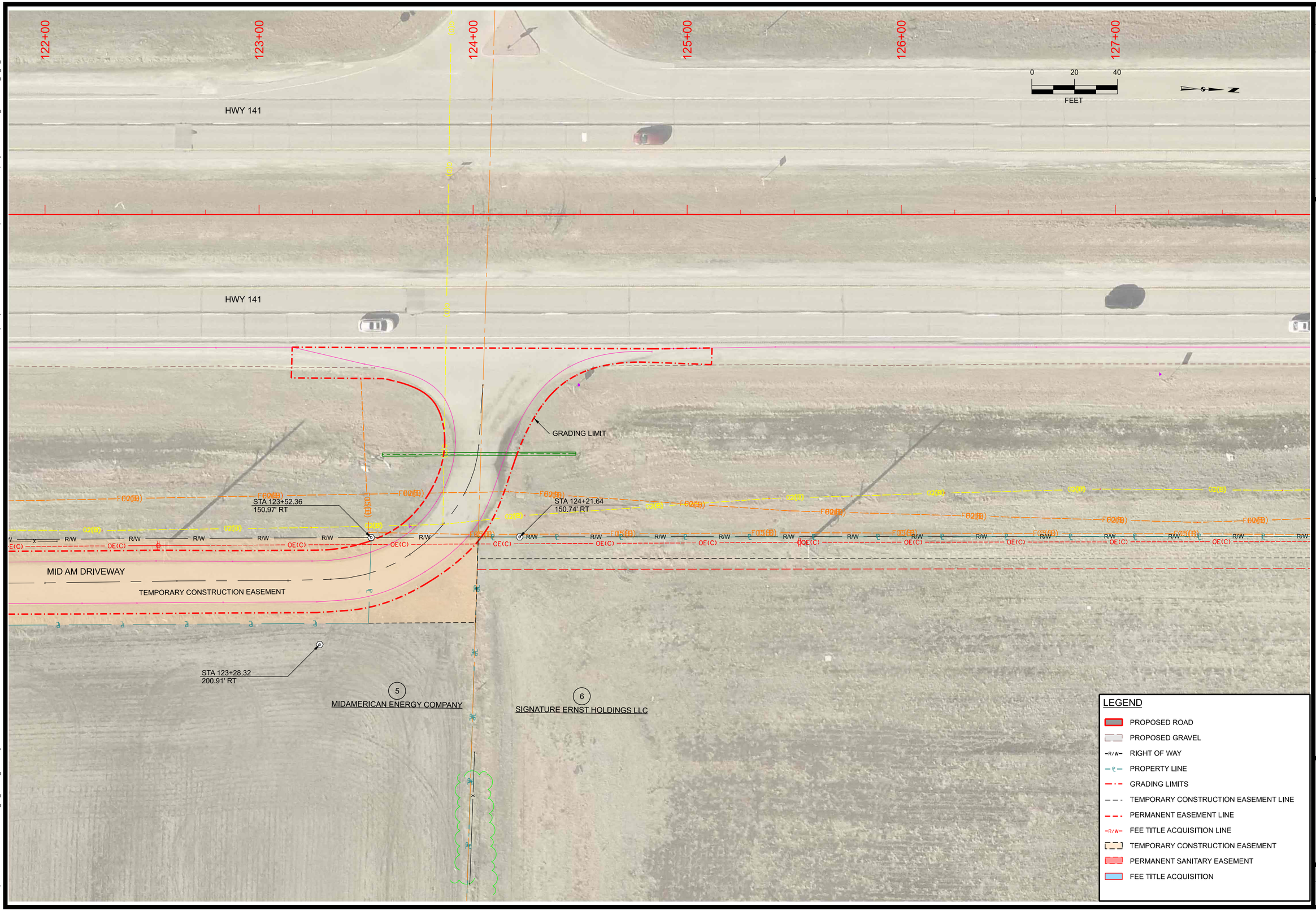

MARK	REVISION	DATE	BY

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Technician: EIG | Date: 12/5/2023 | Field Bk: Pg:

Project No: 1221329

Sheet H.6

NE DESTINATION DR ROADWAY EXTENSION - PHASE 2

RIGHT OF WAY SHEETS

GRIMES, IOWA

SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

SNYDER & ASSOCIATES

Project No: 1221329

Sheet H.6

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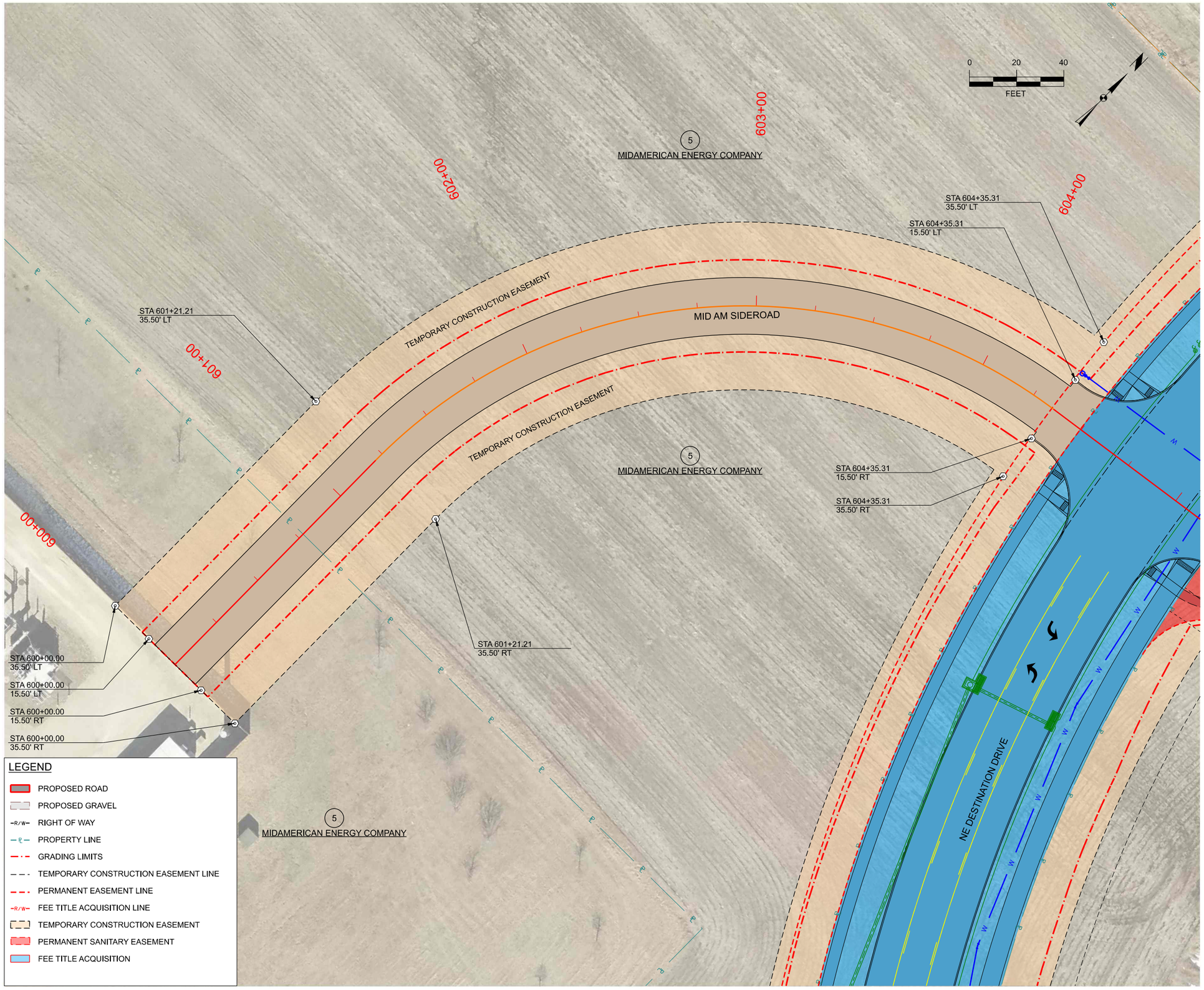
cyndel.tinney@c4130cam.com/Bentley/Organization-Civil/SA



MARK	REVISION	DATE	BY

Engineer: JMS | Checked By: TDK | Scale: 1"= 20'
Technician: EIG | Date: 12/5/2023 | Field Bk: Pg:

Project No: 1221329

Sheet H.9

GRIMES, IOWA

MID AM SIDEROAD- PHASE 2

RIGHT OF WAY SHEETS

SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

SNYDER & ASSOCIATES

Project No: 1221329

Sheet H.9

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INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
TERRY COADY
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
TLCOADY@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT NW1/4 SW1/4 & PT NE1/4 SW1/4
SECTION 33-80N-25W
REQUESTED BY:
CITY OF GRIMES, IOWA

ACQUISITION PLAT

FEE TITLE BEING CONVEYED TO THE CITY OF GRIMES, IOWA.

A PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 ALL IN SECTION 33, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHWEST CORNER OF OUTLOT 'Z' OF JASE LANDING, AN OFFICIAL PLAT; THENCE SOUTH 00° 05'31" WEST ALONG THE WESTERLY LINE OF SAID OUTLOT 'Z', 50.18 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID WESTERLY LINE AND ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 570.00 FEET, WHOSE ARC LENGTH IS 569.66 FEET AND WHOSE CHORD BEARS SOUTH 28° 30'24" EAST, 546.24 FEET, THENCE SOUTH 57° 08'03" EAST CONTINUING ALONG SAID WESTERLY LINE, 136.43 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID WESTERLY LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 630.00 FEET, WHOSE ARC LENGTH IS 312.77 FEET AND WHOSE CHORD BEARS SOUTH 42° 56'48" EAST, 309.57 FEET; THENCE SOUTH 00° 13'28" WEST, 240.83 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 555.00 FEET, WHOSE ARC LENGTH IS 491.69 FEET AND WHOSE CHORD BEARS NORTH 31° 47'20" WEST, 475.77 FEET; THENCE NORTH 57° 08'03" WEST, 136.47 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 645.00 FEET, WHOSE ARC LENGTH IS 644.61 FEET AND WHOSE CHORD BEARS NORTH 28° 30'24" WEST, 618.12 FEET; THENCE NORTH 00° 05'31" EAST, 50.17 FEET TO THE NORTH LINE OF A PLAT OF SURVEY RECORDED IN BOOK 12857, PAGE 915 IN THE OFFICE OF THE POLK COUNTY RECORDER; THENCE SOUTH 89° 52'54" EAST ALONG SAID NORTH LINE, 75.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.02 ACRES (87,990 S. F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE

IN SITUATIONS WHERE THE ACQUISITION PLAT SHOWS SETTING A 1/2" REBAR, YELLOW PLASTIC CAP #18643 AND THE EXISTING CONDITIONS WILL NOT ALLOW THIS TYPE OF MONUMENT, A CUT "X" WILL BE SET IN CONCRETE OR A "MAG" NAIL WILL BE SET IN ASPHALT.

DATE OF SURVEY

OCTOBER 12, 2022

OWNER

MIDAMERICAN ENERGY COMPANY

BASIS OF BEARING

THE NORTH LINE OF LOT 1, MENARDS AT DESTINATION MARKET PLAT 1 WAS ASSUMED TO BEAR NORTH 89° 48'19" WEST.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap#18643 (Unless Otherwise Noted)	●	⬡
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Calculated Corner	✚	
Centerline		
Section Line		
1/4 Section Line		
1/4 1/4 Section Line		
Easement Line		
Yellow Plastic Cap	YPC	

LICENSED PROFESSIONAL LAND SURVEYOR
TERRY COADY
18643
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady, PLS — 4-16-2024 Date

License Number 18643

My License Renewal Date is December 31, 2025

Pages or sheets covered by this seal:
Sheets 1 and 2

HWY 141 & NE DESTINATION DRIVE

PARCEL 6 - MIDAMERICAN ENERGY COMPANY

SNYDER & ASSOCIATES, INC.
Engineers and Planners
2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET	1 OF 2
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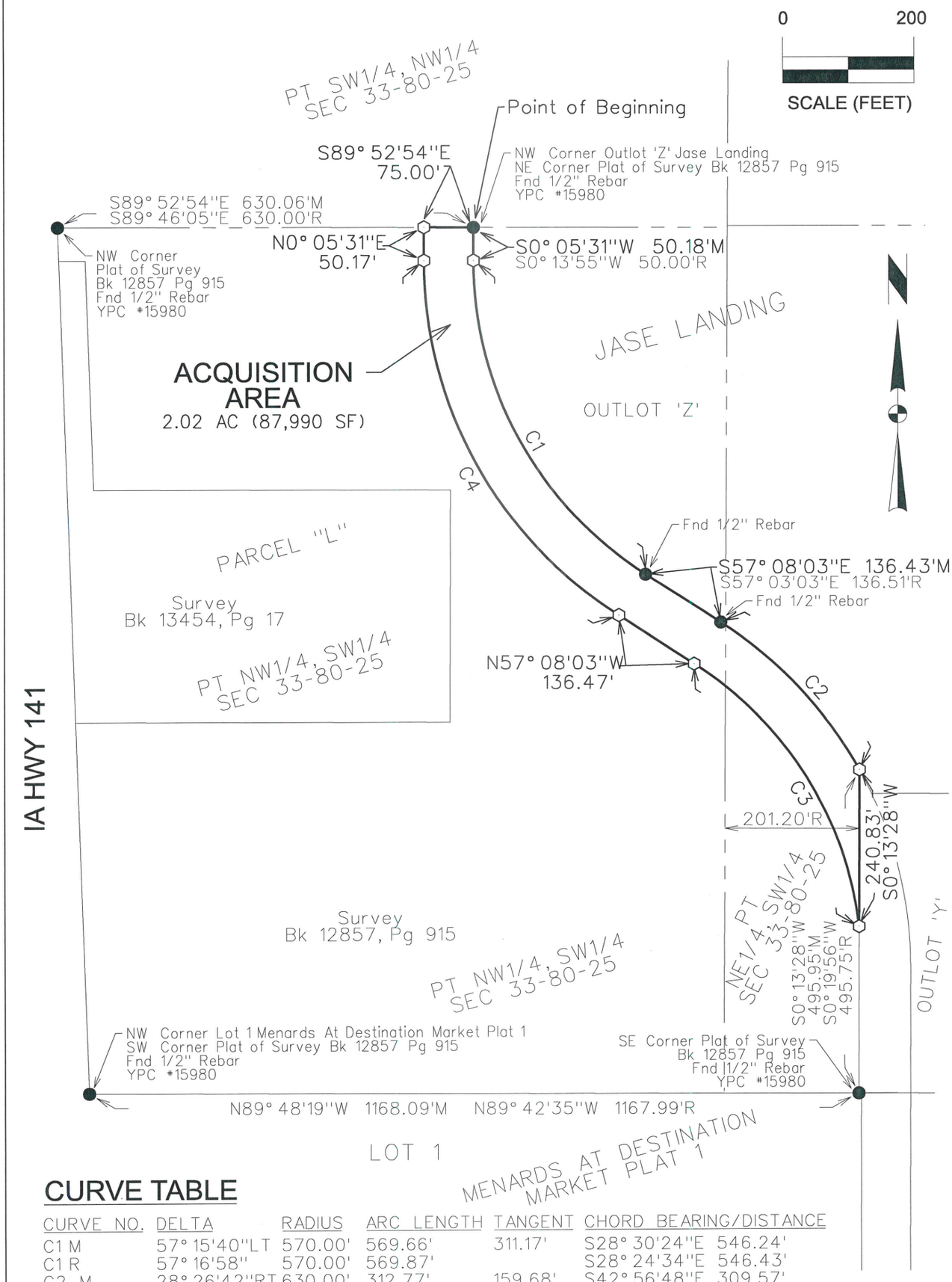
4/16/2024
OpenRoadsDesigner_SAA

ACQUISITION PLAT

FEE TITLE BEING CONVEYED TO THE CITY OF GRIMES, IOWA.



CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
C1 M	57° 15'40"LT	570.00'	569.66'	311.17'	S28° 30'24"E 546.24'
C1 R	57° 16'58"	570.00'	569.87'		S28° 24'34"E 546.43'
C2 M	28° 26'42"RT	630.00'	312.77'	159.68'	S42° 56'48"E 309.57'
C2 R	28° 26'42"	630.00'	312.77'		S42° 49'42"E 309.57'
C3	50° 45'37"LT	555.00'	491.69'	263.30'	N31° 47'20"W 475.77'
C4	57° 15'40"RT	645.00'	644.61'	352.11'	N28° 30'24"W 618.12'

HWY 141 & NE DESTINATION DRIVE

PARCEL 6 - MIDAMERICAN ENERGY COMPANY

SNYDER & ASSOCIATES, INC.
Engineers and Planners

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 2 OF 2
PN: 122.1329.01
FBK: Bk 1284A, Pg 71
DATE: 11-29-22
PM/TECH: TLC/JDP

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4/16/2024
OpenRoadsDesigner _SAA

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
TERRY COADY
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
TLCOADY@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT NW1/4 SW1/4 & PT NE1/4 SW1/4
SECTION 33-80N-25W
REQUESTED BY:
CITY OF GRIMES, IOWA

EASEMENT PLAT

PERMANENT EASEMENT CONVEYED TO THE CITY OF GRIMES, IOWA.

PERMANENT EASEMENT DESCRIPTION (a)
A PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 33, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF OUTLOT 'Z', JASE LANDING, AN OFFICIAL PLAT AND BEING THE NORTHEAST QUARTER OF A PLAT OF SURVEY RECORDED IN BOOK 12857, PAGE 915 IN THE OFFICE OF THE POLK COUNTY RECORDER; THENCE NORTH 89° 52'54" WEST ALONG THE NORTH LINE OF SAID PLAT OF SURVEY RECORDED IN BOOK 12857, PAGE 915, A DISTANCE OF 72.16 FEET; THENCE SOUTH 0° 07'06" WEST, 110.45 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 645.00 FEET, WHOSE ARC LENGTH IS 15.01 FEET AND WHOSE CHORD BEARS SOUTH 5° 54'20" EAST, 15.01 FEET; THENCE SOUTH 82° 00'46" WEST, 19.77 FEET; THENCE NORTH 7° 59'14" WEST, 15.00 FEET; THENCE NORTH 82° 00'46" EAST, 20.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (300 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

PERMANENT EASEMENT DESCRIPTION (b)
A PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 33, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF OUTLOT 'Z', JASE LANDING, AN OFFICIAL PLAT AND BEING THE NORTHEAST QUARTER OF A PLAT OF SURVEY RECORDED IN BOOK 12857, PAGE 915 IN THE OFFICE OF THE POLK COUNTY RECORDER; THENCE SOUTH 0° 05'31" WEST ALONG THE WEST LINE OF SAID OUTLOT 'Z', 50.18 FEET; THENCE SOUTHERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 570.00 FEET, WHOSE ARC LENGTH IS 569.67 FEET AND WHOSE CHORD BEARS SOUTH 28° 30'24" EAST, 546.24 FEET; THENCE SOUTH 40° 29'16" WEST, 75.59 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 32° 30'19" WEST, 19.79 FEET; THENCE NORTH 57° 29'41" WEST, 15.00 FEET; THENCE NORTH 32° 30'19" EAST, 20.29 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 645.00 FEET, WHOSE ARC LENGTH IS 15.01 FEET AND WHOSE CHORD BEARS SOUTH 55° 34'47" EAST, 15.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (300 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

PERMANENT EASEMENT DESCRIPTION (c)
A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 33, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 OF MENARDS AT DESTINATION MARKET PLAT 1, AN OFFICIAL PLAT; THENCE NORTH 89° 48'19" WEST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 3.80 FEET TO THE SOUTHEAST CORNER OF A PLAT OF SURVEY RECORDED IN BOOK 12857, PAGE 915 IN THE OFFICE OF THE POLK COUNTY RECORDER; THENCE NORTH 0° 13'28" EAST ALONG THE EAST LINE OF SAID PLAT OF SURVEY, 185.69 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 55'51" WEST, 19.96 FEET; THENCE NORTH 0° 04'09" WEST, 15.00 FEET; THENCE NORTH 89° 55'51" EAST, 20.04 FEET TO SAID EAST LINE; THENCE SOUTH 0° 13'28" WEST ALONG SAID EAST LINE, 15.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (300 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap*18643 (Unless Otherwise Noted)	●	○
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Calculated Corner	✚	
Centerline		
Section Line		
1/4 Section Line		
1/4 1/4 Section Line		
Easement Line		
Yellow Plastic Cap	YPC	

LICENSED PROFESSIONAL LAND SURVEYOR
TERRY COADY
18643
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 3-22-2024
Terry Coady, PLS Date

License Number 18643
My License Renewal Date is December 31, 2025
Pages or sheets covered by this seal:
Sheets 1 and 2

HWY 141 & NE DESTINATION DRIVE

PARCEL 6 - MIDAMERICAN ENERGY COMPANY

SNYDER & ASSOCIATES, INC.
Engineers and Planners
2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 2
PN: 122.1329.01
FBK: Bk 1284A, Pg 71
DATE: 11-29-22
PM/TECH: TLC/JDP

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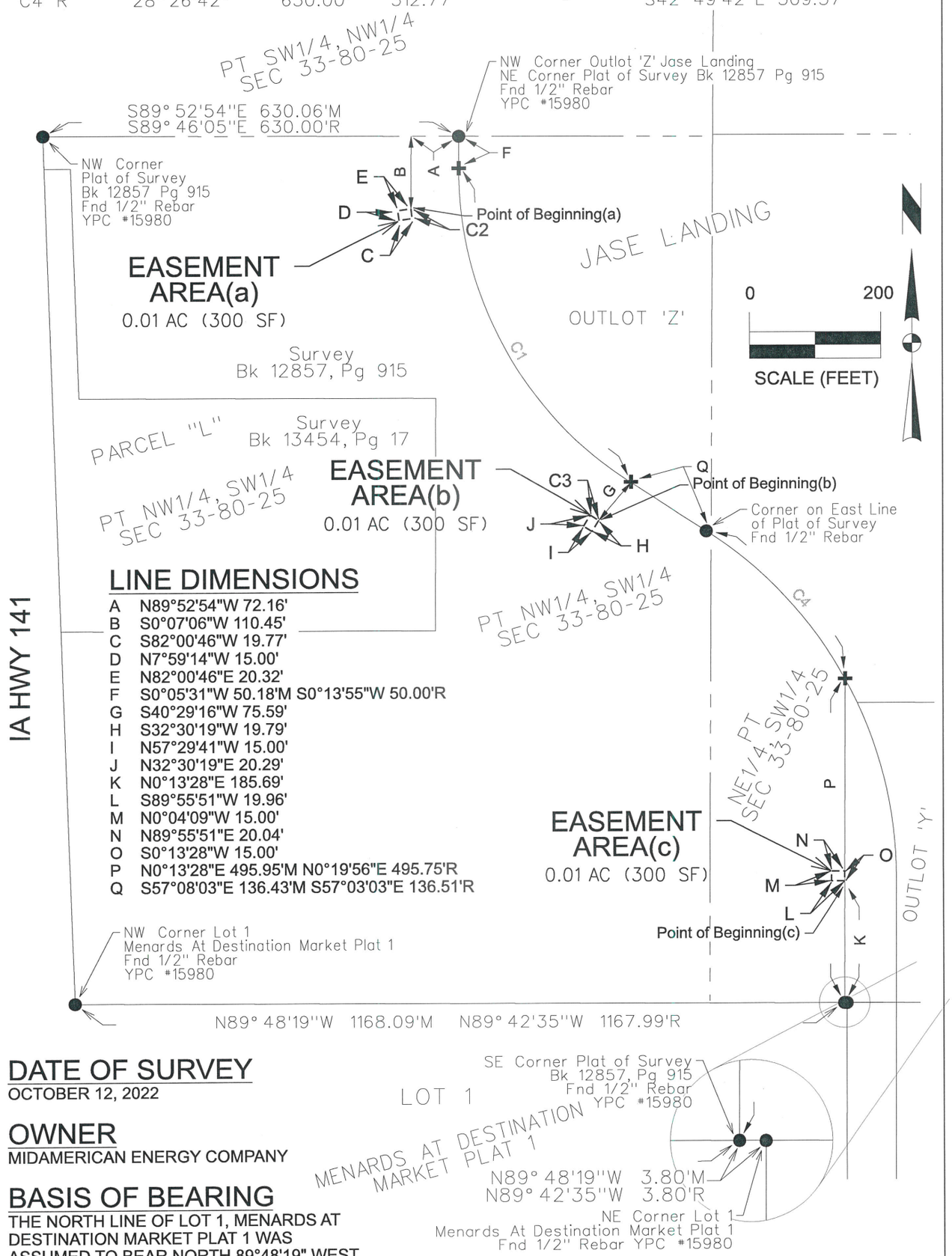
3/18/2024
OpenRoadsDesigner_SAA

EASEMENT PLAT

PERMANENT EASEMENT CONVEYED TO THE CITY OF GRIMES, IOWA.

CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
C1 M	57° 15'40"	570.00'	569.67'	311.17'	S28° 30'24"E 546.24'
C1 R	57° 16'58"	570.00'	569.87'	-	S28° 24'34"E 546.43'
C2	1° 20'00"	645.00'	15.01'	7.51'	S5° 54'20"E 15.01'
C3	1° 20'00"	645.00'	15.01'	7.50'	S55° 34'47"E 15.01'
C4 M	28° 26'43"	630.00'	312.77'	159.68'	S42° 56'48"E 309.57'
C4 R	28° 26'42"	630.00'	312.77'	-	S42° 49'42"E 309.57'



LINE DIMENSIONS

A	N89°52'54"W 72.16'
B	S0°07'06"W 110.45'
C	S82°00'46"W 19.77'
D	N7°59'14"W 15.00'
E	N82°00'46"E 20.32'
F	S0°05'31"W 50.18'M S0°13'55"W 50.00'R
G	S40°29'16"W 75.59'
H	S32°30'19"W 19.79'
I	N57°29'41"W 15.00'
J	N32°30'19"E 20.29'
K	N0°13'28"E 185.69'
L	S89°55'51"W 19.96'
M	N0°04'09"W 15.00'
N	N89°55'51"E 20.04'
O	S0°13'28"W 15.00'
P	N0°13'28"E 495.95'M N0°19'56"E 495.75'R
Q	S57°08'03"E 136.43'M S57°03'03"E 136.51'R

DATE OF SURVEY

OCTOBER 12, 2022

OWNER

MIDAMERICAN ENERGY COMPANY

BASIS OF BEARING

THE NORTH LINE OF LOT 1, MENARDS AT DESTINATION MARKET PLAT 1 WAS ASSUMED TO BEAR NORTH 89°48'19" WEST.

HWY 141 & NE DESTINATION DRIVE

PARCEL 6 - MIDAMERICAN ENERGY COMPANY

SNYDER & ASSOCIATES, INC.
Engineers and Planners
2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET	2 OF 2
PN:	122.1329.01
FBK:	Bk 1284A, Pg 71
DATE:	11-29-22
PM/TECH:	TLC/JDP

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3/18/2024
OpenRoadsDesigner_SAA

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
TERRY COADY
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
TLCOADY@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT NW1/4 SW1/4 & PT NE1/4 SW1/4
SECTION 33-80N-25W
REQUESTED BY:
CITY OF GRIMES, IOWA

EASEMENT PLAT

TEMPORARY CONSTRUCTION EASEMENT CONVEYED TO THE CITY OF GRIMES, IOWA.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION (a)
A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 OF MENARDS AT DESTINATION MARKET PLAT 1, AN OFFICIAL PLAT; THENCE NORTH 89°48'19" WEST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 3.80 FEET; THENCE CONTINUING NORTH 89°48'19" WEST ALONG SAID NORTH LINE, 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°48'19" WEST ALONG SAID NORTH LINE, 1.30 FEET; THENCE NORTH 0°13'28" EAST, 185.64 FEET; THENCE NORTH 89°55'51" EAST, 1.30 FEET; THENCE SOUTH 0°13'28" WEST, 185.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (239 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION (b)
A PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 ALL IN SECTION 33, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF OUTLOT 'Z', JASE LANDING, AN OFFICIAL PLAT AND BEING THE NORTHEAST CORNER OF A PLAT OF SURVEY RECORDED IN BOOK 12857, PAGE 915 IN THE OFFICE OF THE POLK COUNTY RECORDER; THENCE SOUTH 0°05'31" WEST ALONG THE WEST LINE OF SAID OUTLOT 'Z', 50.18 FEET; THENCE SOUTHEASTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 570.00 FEET, WHOSE ARC LENGTH IS 569.67 FEET, AND WHOSE CHORD BEARS SOUTH 28°30'24" EAST, 546.24 FEET; THENCE SOUTH 39°10'05" WEST, 90.47 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 660.00 FEET, WHOSE ARC LENGTH IS 9.94 FEET AND WHOSE CHORD BEARS SOUTH 56°42'21" EAST, 9.94 FEET; THENCE SOUTH 57°08'03" EAST, 136.48 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 540.00 FEET, WHOSE ARC LENGTH IS 477.54 FEET AND WHOSE CHORD BEARS SOUTH 31°50'05" EAST, 462.13 FEET; THENCE SOUTH 0°13'28" WEST, 53.61 FEET; THENCE SOUTH 89°55'51" WEST, 1.37 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 535.00 FEET, WHOSE ARC LENGTH IS 526.33 FEET AND WHOSE CHORD BEARS NORTH 28°59'21" WEST, 505.36 FEET; THENCE NORTH 57°08'03" WEST, 116.42 FEET; THENCE NORTH 56°49'51" WEST, 29.96 FEET; THENCE NORTH 32°30'19" EAST, 4.92 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 ACRES (3,253 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY

OCTOBER 12, 2022

OWNER

MIDAMERICAN ENERGY COMPANY

BASIS OF BEARING

THE NORTH LINE OF LOT 1, MENARDS AT DESTINATION MARKET PLAT 1 WAS ASSUMED TO BEAR NORTH 89° 48'19" WEST.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap*18643 (Unless Otherwise Noted)	●	○
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Calculated Corner	✚	
Centerline		
Section Line		
1/4 Section Line		
1/4 1/4 Section Line		
Easement Line		
Yellow Plastic Cap	YPC	

LICENSED PROFESSIONAL LAND SURVEYOR
TERRY COADY
18643
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 4-22-2024
Terry Coady, PLS Date

License Number 18643
My License Renewal Date is December 31, 2025
Pages or sheets covered by this seal:
Sheets 1, 2, 3 and 4

HWY 141 & NE DESTINATION DRIVE

PARCEL 6 - MIDAMERICAN ENERGY COMPANY

SNYDER & ASSOCIATES, INC.
Engineers and Planners
2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET	1 OF 4
PN:	122.1329.01
FBK:	Bk 1284A, Pg 71
DATE:	4-22-24
PM/TECH:	TLC/JDP

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4/22/2024
OpenRoadsDesigner_SAA

EASEMENT PLAT

TEMPORARY CONSTRUCTION EASEMENT CONVEYED TO THE CITY OF GRIMES, IOWA.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION (c)
A PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 33, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF OUTLOT 'Z', JASE LANDING, AN OFFICIAL PLAT AND BEING THE NORTHEAST CORNER OF A PLAT OF SURVEY RECORDED IN BOOK 12857, PAGE 915 IN THE OFFICE OF THE POLK COUNTY RECORDER; THENCE NORTH 89°52'54" WEST ALONG THE NORTH LINE OF SAID PLAT OF SURVEY, 90.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0°05'31" WEST, 50.17 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 660.00 FEET, WHOSE ARC LENGTH IS 62.49 FEET AND WHOSE CHORD BEARS SOUTH 02°35'19" EAST, 62.47 FEET; THENCE SOUTH 82°00'46" WEST, 5.30 FEET; THENCE SOUTH 07°59'14" EAST, 15.00 FEET; THENCE NORTH 82°00'46" EAST, 4.77 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 660.00 FEET, WHOSE ARC LENGTH IS 557.15 FEET, WHOSE CHORD BEARS SOUTH 30°47'17" EAST, 540.76 FEET; THENCE SOUTH 32°30'19" WEST, 5.00 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 665.00 FEET, WHOSE ARC LENGTH IS 503.95 FEET AND WHOSE CHORD BEARS NORTH 33°16'51" WEST, 491.97 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY, WHOSE RADIUS IS 173.00 FEET, AND WHOSE ARC LENGTH IS 244.50 FEET, WHOSE CHORD BEARS SOUTH 40°29'15" WEST, 224.65 FEET; THENCE SOUTH 0°00'00" WEST, 121.21 FEET; THENCE NORTH 90°00'00" WEST, 91.00 FEET; THENCE NORTH 0°00'00" EAST, 121.21 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 264.00 FEET, WHOSE ARC LENGTH IS 375.30 FEET, WHOSE CHORD BEARS NORTH 40°43'30" EAST, 344.48 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 665.00 FEET, WHOSE ARC LENGTH IS 43.93 FEET, WHOSE CHORD BEARS NORTH 1°49'50" WEST, 43.92 FEET; THENCE NORTH 0°05'31" EAST, 50.89 FEET TO SAID NORTH LINE; THENCE SOUTH 89°52'54" EAST ALONG SAID NORTH LINE, 5.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.98 ACRES (42,498 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION (d)
A PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 33, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF OUTLOT 'Z', JASE LANDING, AN OFFICIAL PLAT AND BEING THE NORTHEAST CORNER OF A PLAT OF SURVEY RECORDED IN BOOK 12857, PAGE 915 IN THE OFFICE OF THE POLK COUNTY RECORDER; THENCE NORTH 89°52'54" WEST ALONG THE NORTH LINE OF SAID PLAT OF SURVEY, 590.03 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 1°59'48" EAST, 50.04 FEET TO THE NORTHEAST CORNER OF PARCEL 'L' OF A PLAT OF SURVEY RECORDED IN BOOK 13454, PAGE 17-18; THENCE SOUTH 1°59'48" EAST ALONG THE EAST LINE OF SAID PARCEL 'L', 350.24 FEET TO A CORNER ON SAID EAST LINE OF SAID PARCEL 'L'; THENCE SOUTH 24°14'24" EAST, 56.60 FEET; THENCE SOUTH 62°29'09" EAST, 54.53 FEET; THENCE SOUTH 87°59'19" EAST, 48.69 FEET; THENCE SOUTH 0°14'02"WEST, 40.02 FEET; THENCE NORTH 87°59'19" WEST, 58.98 FEET; THENCE NORTH 62°29'09" WEST, 77.45 FEET; THENCE NORTH 24°14'24"WEST, 78.34 FEET TO THE WEST LINE OF SAID PLAT OF SURVEY RECORDED IN BOOK 12857, PAGE 915 AND BEINGTHE WEST LINE OF SAID PARCEL 'L'; THENCE NORTH 1°59'48" WEST ALONG SAID WEST LINE OF SAID PLAT OF SURVEY RECORDED IN BOOK 12857, PAGE 915, A DISTANCE OF 409.62 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF SURVEY RECORDED IN BOOK 12857, PAGE 915; THENCE SOUTH 89°52'54" EAST ALONG SAID NORTH LINE OF PLAT OF SURVEY RECORDED IN BOOK 12857, PAGE 915, A DISTANCE OF 40.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.54 ACRES (23,691 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

EASEMENT PLAT

TEMPORARY CONSTRUCTION EASEMENT CONVEYED TO THE CITY OF GRIMES, IOWA.

TEMPORARY CONSTRUCTION EASEMENT AREA SUMMARY

A	0.01 ACRES (239 SF)
B	0.07 ACRES (3,253 SF)
C	0.98 ACRES (42,498 SF)
D	0.54 ACRES (23,691 SF)
TOTAL	1.60 ACRES (69,681 SF)

CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
C1	0° 51'45"	660.00'	9.94'	4.97'	S56° 42'21"E 9.94'
C2	50° 40'08"	540.00'	477.54'	255.65'	S31° 50'05"E 462.13'
C3	56° 22'02"	535.00'	526.33'	286.67'	N28° 59'21"W 505.36'
C4	5° 25'31"	660.00'	62.49'	31.27'	S2° 35'19"E 62.47'
C5	48° 22'03"	660.00'	557.15'	296.39'	S30° 47'17"E 540.76'
C6	43° 25'10"	665.00'	503.95'	264.77'	N33° 16'51"W 491.97'
C7	80° 58'30"	173.00'	244.50'	147.69'	S40° 29'15"W 224.65'
C8	81° 27'00"	264.00'	375.30'	227.28'	N40° 43'30"E 344.48'
C9	3° 47'06"	665.00'	43.93'	21.97'	N1° 49'50"W 43.92'
C10 M	28° 26'43"	630.00'	312.77'	159.68'	S42° 56'48"E 309.57'
C10 R	28° 26'42"	630.00'	312.77'	-	S42° 49'42"E 309.57'
C11 M	57° 15'40"	570.00'	569.67'	311.17'	S28° 30'24"E 546.24'
C11 R	57° 16'58"	570.00'	569.87'	-	S28° 24'34"E 546.43'

LINE DIMENSIONS

A	N0°13'28"E 185.64'
B	N89°55'51"E 1.30'
C	S0°13'28"W 185.64'
D	S57°08'03"E 136.48'
E	S0°13'28"W 53.61'
F	S89°55'51"W 1.37'
G	N57°08'03"W 116.42'
H	N56°49'51"W 29.96'
I	N32°30'19"E 4.92'
J	S39°10'05"W 90.47'
K	S89°52'54"E 5.00'
L	S0°05'31"W 50.17'M S0°13'55"W 50.00'R
M	S82°00'46"W 5.30'
N	S7°59'14"E 15.00'
O	N82°00'46"E 4.77'
P	S32°30'19"W 5.00'
Q	S0°00'00"E 121.21'
R	N90°00'00"W 91.00'
S	N0°00'00"W 121.21'
T	N0°05'31"E 50.89'
U	N89°52'54"W 90.00'
V	S0°05'31"W 50.18'M S0°13'55"W 50.00'R
W	S89°52'54"E 40.03'
X	S1°59'48"E 50.04'
Y	S1°59'48"E 350.24'M S1°53'57"E 350.24'R
Z	S24°14'24"E 56.60'
AA	S62°29'09"E 54.53'
AB	S87°59'19"E 48.69'
AC	S0°14'02"W 40.02'
AD	N87°59'19"W 58.98'
AE	N62°29'09"W 77.45'
AF	N24°14'24"W 78.34'
AG	N1°59'48"W 409.62'
AH	N0°13'28"E 495.95'M N0°19'56"E 495.75'R

HWY 141 & NE DESTINATION DRIVE

PARCEL 6 - MIDAMERICAN ENERGY COMPANY

SNYDER & ASSOCIATES, INC.
Engineers and Planners
2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 3 OF 4
PN: 122.1329.01
FBK: Bk 1284A, Pg 71
DATE: 4-22-24
PM/TECH: TLC/JDP

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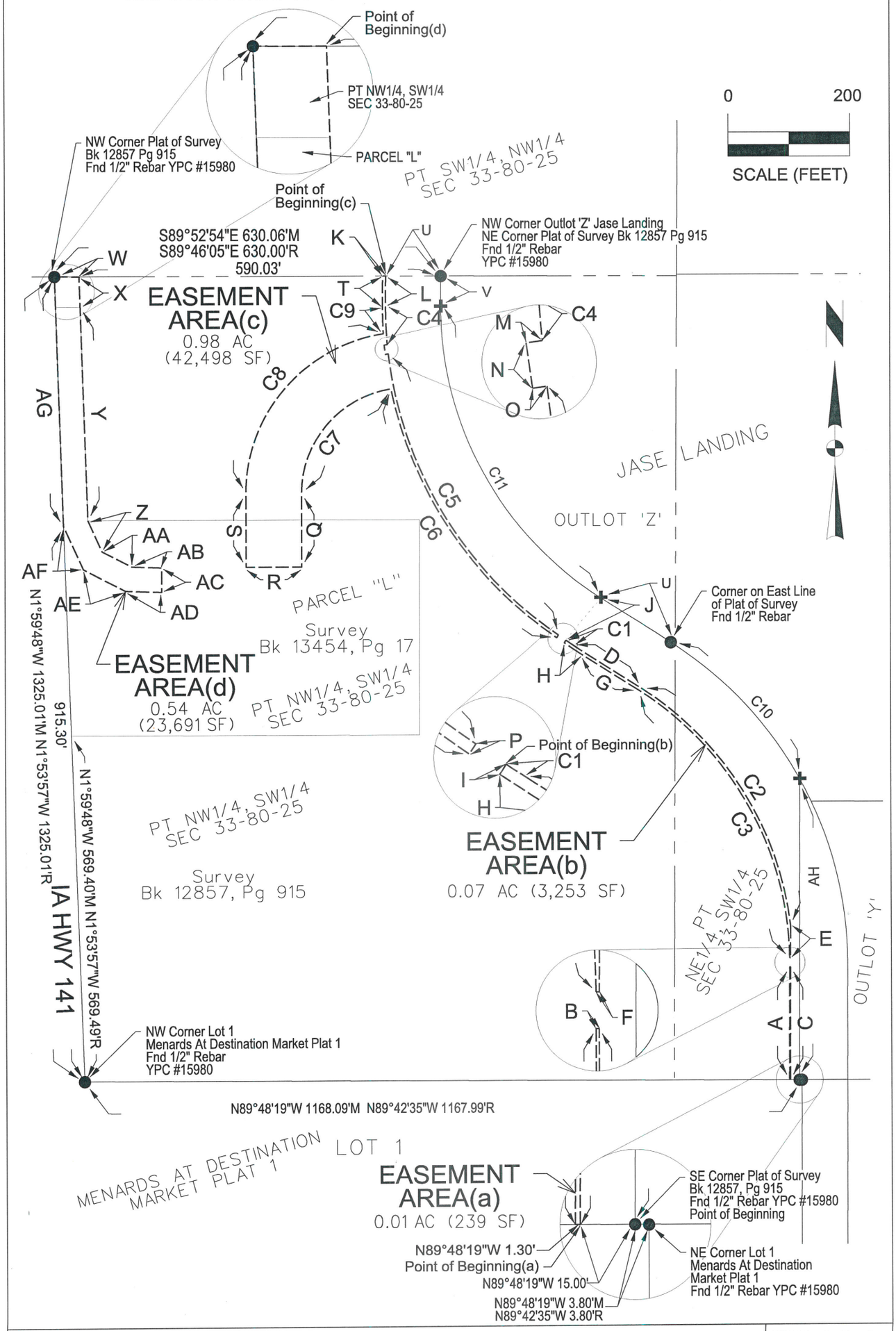
4/22/2024
OpenRoadsDesigner_SAA

EASEMENT PLAT

TEMPORARY CONSTRUCTION EASEMENT CONVEYED TO THE CITY OF GRIMES, IOWA.



HWY 141 & NE DESTINATION DRIVE

PARCEL 6 - MIDAMERICAN ENERGY COMPANY

SNYDER & ASSOCIATES, INC.
Engineers and Planners

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET	4 OF 4
PN:	122.1329.01
FBK:	Bk 1284A, Pg 71
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PM/TECH:	TLC/JDP

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4/22/2024
OpenRoadsDesigner_SAA

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
TERRY COADY
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
TLCOADY@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT NW1/4 SW1/4 & PT NE1/4 SW1/4
SECTION 33-80N-25W
REQUESTED BY:
CITY OF GRIMES, IOWA

EASEMENT PLAT

PERMANENT PUBLIC UTILITY EASEMENT CONVEYED TO THE CITY OF GRIMES, IOWA.

A PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 ALL IN SECTION 33, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 OF MENARDS AT DESTINATION MARKET PLAT 1, AN OFFICIAL PLAT; THENCE NORTH 89° 48'19" WEST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 3.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89° 48'19" WEST ALONG SAID NORTH LINE, 15.00 FEET; THENCE NORTH 00° 13'28" EAST, 254.26 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 540.00 FEET, WHOSE ARC LENGTH IS 477.54 FEET AND WHOSE CHORD BEARS NORTH 31° 50'05" WEST, 462.13 FEET; THENCE NORTH 57° 08'03" WEST, 136.48 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 660.00 FEET, WHOSE ARC LENGTH IS 659.60 FEET AND WHOSE CHORD BEARS NORTH 28° 30'24" WEST, 632.49 FEET; THENCE NORTH 00° 05'31" EAST, 50.17 FEET TO THE NORTH LINE OF A PLAT OF SURVEY RECORDED IN BOOK 12857, PAGE 915 IN THE OFFICE OF THE POLK COUNTY RECORDER; THENCE SOUTH 89° 52'54" EAST ALONG SAID NORTH LINE, 15.00 FEET; THENCE SOUTH 00° 05'31" WEST, 50.17 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 645.00 FEET, WHOSE ARC LENGTH IS 644.61 FEET AND WHOSE CHORD BEARS SOUTH 28° 30'24" EAST, 618.12 FEET; THENCE SOUTH 57° 08'03" EAST, 136.47 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 555.00 FEET, WHOSE ARC LENGTH IS 491.69 FEET AND WHOSE CHORD BEARS SOUTH 31° 47'20" EAST, 475.77 FEET; THENCE SOUTH 00° 13'28" WEST, 255.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.54 ACRES (23,671 S. F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
C1	50° 40'08"LT	540.00'	477.54'	255.65'	N31° 50'05"W 462.13'
C2	57° 15'40"RT	660.00'	659.60'	360.30'	N28° 30'24"W 632.49'
C3	57° 15'40"LT	645.00'	644.61'	352.11'	S28° 30'24"E 618.12'
C4	50° 45'37"RT	555.00'	491.69'	263.30'	S31° 47'20"E 475.77'

DATE OF SURVEY

OCTOBER 12, 2022

OWNER

MIDAMERICAN ENERGY COMPANY

BASIS OF BEARING

THE NORTH LINE OF LOT 1, MENARDS AT DESTINATION MARKET PLAT 1 WAS ASSUMED TO BEAR NORTH 89° 48'19" WEST.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap#18643 (Unless Otherwise Noted)	●	○
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Calculated Corner	✚	
Centerline		
Section Line		
1/4 Section Line		
1/4 1/4 Section Line		
Easement Line		
Yellow Plastic Cap	YPC	

LICENSED PROFESSIONAL LAND SURVEYOR
TERRY COADY
18643
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 4-8-2024

Terry Coady, PLS — Date

License Number 18643

My License Renewal Date is December 31, 2025

Pages or sheets covered by this seal:
Sheets 1 and 2

HWY 141 & NE DESTINATION DRIVE

PARCEL 6 - MIDAMERICAN ENERGY COMPANY

SNYDER & ASSOCIATES, INC.
Engineers and Planners
2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET	1 OF 2
PN:	122.1329.01
FBK:	Bk 1284A, Pg 71
DATE:	11-29-22
PM/TECH:	TLC/JDP

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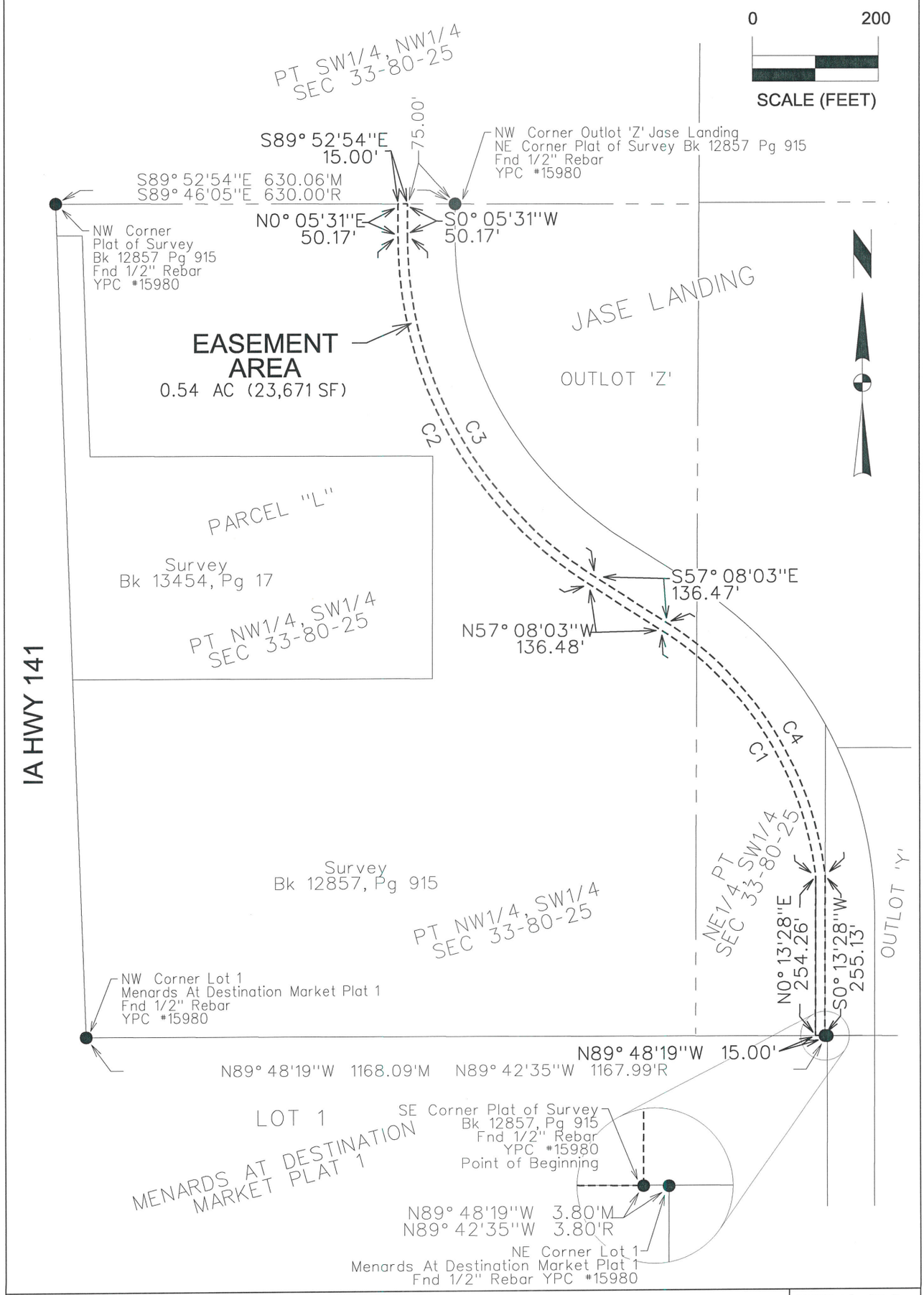
3/25/2024
OpenRoadsDesigner_SAA

EASEMENT PLAT

PERMANENT PUBLIC UTILITY EASEMENT CONVEYED TO THE CITY OF GRIMES, IOWA.



HWY 141 & NE DESTINATION DRIVE	SHEET 2 OF 2
PARCEL 6 - MIDAMERICAN ENERGY COMPANY	PN: 122.1329.01
	FBK: Bk 1284A, Pg 71
SNYDER & ASSOCIATES, INC. Engineers and Planners — 2727 S.W. SNYDER BLVD. ANKENY, IA 50023 (515) 964-2020	DATE: 11-29-22
	PM/TECH: TLC/JDP

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3/25/2024
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CITY COUNCIL COMMUNICATION
Meeting Date: 3/11/2025

AGENDA ITEM: Project Acceptance – WRA Grimes Connector – Contract 3

BACKGROUND: The actions that are in front of the council are to provide appropriate actions on any final payments, change orders, and retainage payments; receive and file the Certificate of Completion from the project engineer; and consider approval of a resolution officially accepting the project by the City of Grimes.

Rognes Corporation started this project in Spring 2022 and completed the project in the Fall of 2024. There is a retainage payment to be made 30 days following project acceptance.

BUDGETARY CONSIDERATIONS: This project's final construction contract amount is $8,542,388.94 which is $306,587.94 more than the original construction contract amount.

STRATEGIC PLANNING:
Prioritized: __X__YES ____NO

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

BOARD/COMMISION ACTIONS: None.

STAFF RECOMMENDATION: The staff recommends that the City Council approves the resolution accepting the project with Rognes Corporation in the final contract amount of $8,542,388.94.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Matt Ahrens, City Engineer, 515-986-4050, mahrens@grimesiowa.gov

Prepared by: Aaron Jarosh, PE
Return to: Matt Ahrens, PE

RESOLUTION 03-1525 ACCEPTING THE WRA GRIMES CONNECTOR – CONTRACT 3

Grimes Resolution No. 03-1525

WHEREAS, on the **8th** day of **March**, **2022**, the Mayor and Clerk of the City of Grimes, Iowa, entered into a construction contract with **Rognes Corporation of Ankeny, Iowa**, for the construction of certain public improvements generally described as the WRA Grimes Connector – Contract 3; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on **March 11, 2025**:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be **$8,542,388.94**, as shown in the report of the Engineer.

PASSED and APPROVED on March 11, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

CERTIFICATE OF COMPLETION

WRA GRIMES CONNECTOR – CONTRACT 3
CITY OF GRIMES

We hereby certify that we have made an on-site review of the completed construction of the WRA Grimes Connector – Contract 3 project as performed by Rognes Corporation.

As Engineers for the project, it is our opinion the work performed is in substantial accordance with the plans and specifications and recommend final acceptance of the public improvements. The final amount of the Contract is Eight Million Five Hundred Forty-Two Thousand Three Hundred Eighty-Eight and 94/100 Dollars ($8,542,388.94

VEENSTRA & KIMM, INC.

By_____

Title Project Manager

Date 2/20/2025

ACCEPTED: CITY OF GRIMES

By_____

Title_____

Date_____

128108-3

CITY COUNCIL COMMUNICATION
Meeting Date: 3/11/2025

AGENDA ITEM: Resolution Setting the date for public hearing and additional action on proposal to enter into a General Obligation Loan Agreement in a principal amount not to exceed $9,510,000

BACKGROUND: Council was presented the CIP on November 12, 2024. The 2025A GO Bond issuance will fund the 2026 projects that were included within the CIP. This will include projects for park, traffic signal, and sidewalk improvements, S. James Street construction, water main replacements, and annual roadway improvements.

BUDGETARY CONSIDERATIONS: The not-to-exceed amount for the 2025A GO bond issuance is $9,510,000.

STRATEGIC PLANNING:
Prioritized: X YES ____NO

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

BOARD/COMMISION ACTIONS: The CIP was presented in November 2024 and the projects were included in the budget that was presented to Council at the work session in February 2025.

STAFF RECOMMENDATION: Staff recommends setting the public hearing.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Marcia Woodke, Finance Director, 515-986-3036, mwoodke@grimesiowa.gov

Prepared by: Marcia Woodke
Return to: Marcia Woodke

March 5, 2025

Via Email
Rachel Greving
City Clerk/City Hall
Grimes, Iowa

Re: General Obligation Corporate Purpose Bonds, Series 2025A
Our File No. 419952-108

Dear Rachel:

We have prepared and attach proceedings to be used at the March 11, 2025 City Council meeting to enable the City Council to set March 25, 2025 as the date for the hearing on the General Obligation Loan Agreement (the "Loan Agreement").

The documents attached include the following items:

1. Resolution fixing the date, time and place of the meeting at which it is proposed to hold the hearing and take action to enter into the Loan Agreement.

The form of notice of hearing is set out in Section 2 of the resolution. Please print an extra copy for delivery to the publisher. Please insert the time and place of the hearing in both the resolution and the notice.

2. Attestation Certificate with respect to the validity of the transcript.

3. Organization Certificate.

4. Publication Certificate with respect to publication of the notice, to which must be attached the publisher's affidavit of publication with the clipping of the notice as published.

The notice of hearing on the Loan Agreement must be published at least once, **not less than four (4) and not more than twenty (20) days** before the March 25th meeting date set for the hearing, in a legal newspaper which has a general circulation in Grimes. **The last date on which this notice can be effectively published is Friday, March 21, 2025**.

Please scan and email a copy of the published notice to lemke.susan@dorsey.com as soon as it appears in the newspaper.

As soon as possible after the City Council meeting, please return one fully executed copy of these proceedings.

If you have any questions, please contact Erin Regan or me.

Best regards,

John P. Danos

Attachments

cc: Jake Anderson
Marcia Woodke
PFM Financial Advisors LLC
Diana VanVleet

MINUTES TO SET DATE FOR HEARING ON PROPOSAL TO ENTER INTO LOAN AGREEMENT

Grimes, Iowa

419952-108

March 11, 2025

The City Council of the City of Grimes, Iowa, met on March 11, 2025, at _____ o'clock __.m., at the _____, Grimes, Iowa.

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

Present:

_____

Absent: _____.

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

Ayes:

_____

Nays: _____.

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

• • • •

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

_____
Mayor

Attest:

_____
City Clerk

RESOLUTION NO. _____

Resolution setting the date for public hearing and additional action on proposal to enter into a General Obligation Loan Agreement in a principal amount not to exceed $9,510,000

WHEREAS, the City of Grimes (the "City"), in Dallas and Polk Counties heretofore proposed to enter into a loan agreement (the "Urban Renewal Loan Agreement") and to borrow money thereunder in a principal amount not to exceed $12,000,000, pursuant to the provisions of Sections 384.24A and 384.24.3(q) of the Code of Iowa, for the purpose of paying the costs, to that extent, of undertaking the City Hall Project, an urban renewal project in the Grimes Urban Renewal Area which was authorized by action of the City Council on May 14, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of May 28, 2024, no petition has been filed with the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the "Essential Purpose Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $9,510,000 for the purpose of paying the costs, to that extent, of (a) constructing street, water system, sidewalk, sanitary sewer system and storm water drainage improvements; (b) acquiring and installing street lighting, signage and signalization improvements; and (c) undertaking improvements to existing municipal parks (the "Projects"), and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Essential Purpose Loan Agreement and to give notice thereof as required by such law;

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

Section 1. This City Council shall meet on March 25, 2025, at the _____, Grimes, Iowa, at _____ o'clock ___.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Essential Purpose Loan Agreement described in the preamble hereof.

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

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED $9,510,000

(GENERAL OBLIGATION)

The City Council of the City of Grimes, Iowa (the "City"), will meet on March 25, 2025, at the _____, Grimes, Iowa, at _____ o'clock ___.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed $9,510,000 for the purpose of paying the costs, to that extent, of (a) constructing street, water system, sidewalk, sanitary sewer system and storm water drainage improvements; (b) acquiring and installing street lighting, signage and signalization improvements; and (c) undertaking improvements to existing municipal parks.

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

It is estimated the annual increase in property taxes on a residential property with an actual valuation of one hundred thousand dollars resulting from the City entering into the Loan Agreement will be $23.90, however the City Council may determine for any fiscal year while the Loan Agreement is outstanding to budget other available revenues to the payment of some or all of the debt service coming due thereunder.

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

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

Rachel Greving
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which are reasonably estimated to cost approximately $9,510,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of $100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved March 11, 2025.

_____
Mayor

Attest:

_____
City Clerk

ATTESTATION CERTIFICATE

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

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for additional action on the City's proposal to enter into a certain loan agreement, as referred to therein.

WITNESS MY HAND this _____ day of _____, 2025.

_____
City Clerk

ORGANIZATION CERTIFICATE

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

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

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

_____, Mayor

_____, City Administrator

_____, City Clerk

_____, City Finance Director

_____, Council Member/Mayor Pro Tem

_____, Council Member

_____, Council Member

_____, Council Member

_____, Council Member

WITNESS MY HAND this ____ day of _____, 2025.

_____
City Clerk

PUBLICATION CERTIFICATE

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

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

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

WITNESS MY HAND this _____ day of _____, 2025.

_____
City Clerk

(Attach here the publisher's original affidavit with clipping of the notice, as published.)

CITY COUNCIL COMMUNICATION
Meeting Date: 3/11/2025

AGENDA ITEM: Resolution to fix a date of meeting at which it is proposed to take action for the issuance of not to exceed $3,560,000 General Obligation Local Option Sales Tax Bonds

BACKGROUND: Council authorized the 2024A GO Bonds in April 2024. These bonds provided the first portion of funding for the Fire Station building project. The 2024A bond funding is being spent as the project progresses, and the City now needs to fund the remaining portion of the project. Breaking the funding into two years allowed staff time to bid the project, and the City did realize some cost savings over the estimate. This allows the City to borrow only the needed funds remaining to finish the project. The City will utilize local option sales tax revenue to repay the bonds.

BUDGETARY CONSIDERATIONS: The not-to-exceed amount for the 2025B GO Local Options Sales Tax Bonds is $3,560,000.

STRATEGIC PLANNING:
Prioritized: X YES ____NO

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

BOARD/COMMISION ACTIONS: Council issued bonds in 2024 for the first portion of the Fire Station building project.

STAFF RECOMMENDATION: Staff recommends setting the hearing.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Marcia Woodke, Finance Director, 515-986-3036, mwoodke@grimesiowa.gov

Prepared by: Marcia Woodke
Return to: Marcia Woodke

DORSEY
always ahead

March ____, 2025

Via Email
Rachel Greving
City Clerk/City Hall
Grimes, Iowa

Re: $3,560,000 General Obligation Local Option Sales Tax Bonds
Our File No. 419952-109

Dear Rachel:

We have prepared and attach proceedings to be used at the March 11th City Council meeting to set March 25th as the date for the hearing on the General Obligation Local Option Sales Tax Bonds (the "Bonds").

The documents attached include the following items:

1. Resolution fixing the date, time and place of the hearing, including notice of hearing. Please insert the time and place of the hearing in both the resolution and the notice.

2. Attestation Certificate with respect to the validity of the transcript.

3. Certificates to be completed and signed by the Polk and Dallas County Auditors attesting to the adoption and publication of the Counties' ordinances imposing the local option sales tax, to which must be attached the publisher's affidavit of publication of the ordinances, with a clipping of the published ordinances. Please have these certificates completed and returned to us with the attachment as soon as possible, and have the Auditors call us with any questions.

4. Organization Certificate.

5. Publication Certificate with respect to publication of the notice, to which must be attached the publisher's affidavit of publication with the clippings of the notice as published.

The notice of hearing on the Bonds must be published at least once **not less than ten (10) and not more than twenty (20) days** before the March 25th meeting date set for the hearing, in a legal newspaper which has a general circulation in Grimes. **The last date on which this notice may be lawfully published is March 15, 2025**.

If a petition is filed asking that the question of issuing the Bonds be submitted to the voters of the City, please contact me immediately.

Please email a copy of the published notice to lemke.susan@dorsey.com as soon as it appears in the newspaper.

As soon as possible after the Council meeting, please return one fully executed copy of all of the completed pages in these proceedings.

If you have any questions, please contact Erin Regan or myself.

Best regards,

John P. Danos

Attachments

cc: Jake Anderson
PFM Financial Advisors LLC

MINUTES TO SET DATE FOR HEARING ON ISSUANCE OF GENERAL OBLIGATION LOCAL OPTION SALES TAX BONDS

419952-109

Grimes, Iowa

March 11, 2025

The Council of the City of Grimes, Iowa, met on March 11, 2025, at _____ o'clock ___.m., at the _____, Grimes, Iowa.

The Mayor presided and the roll was called showing the following Council Members present and absent:

Present: _____

Absent: _____.

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

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the said resolution duly adopted, as follows:

RESOLUTION NO. _____

Resolution to fix a date of meeting at which it is proposed to take action for the issuance of not to exceed $3,560,000 General Obligation Local Option Sales Tax Bonds

WHEREAS, pursuant to Chapter 423B of the Code of Iowa, an election duly held in accordance therewith on August 6, 2019, and an ordinance adopted by the Board of Supervisors of both Polk and Dallas Counties, the City of Grimes, Iowa (the "City"), is authorized to receive proceeds of a local option sales and services tax imposed in accordance with Chapter 423B (the "Local Option Tax"); and

WHEREAS, the revenues from the Local Option Tax to be received by the City (the "Local Option Tax Revenues") have not been pledged and are available for the payment of revenue bonds, and the specific purposes for which Fifty percent of the Local Option Tax Revenues may be expended by the City include paying the costs, to that extent, of constructing, furnishing and equipping a municipal fire station (the "Project"); and

WHEREAS, in order to make the Local Option Tax Revenues immediately available to the City, Chapter 423B authorizes the City to issue revenue bonds in anticipation of the collection of such revenues, following a public hearing on the subject; and

WHEREAS, Chapter 423B also authorizes the City to make additional security available for such bonds in the form of a supplemental debt service property tax levy; and

WHEREAS, the City now proposes to issue General Obligation Local Option Sales Tax Bonds (the "Bonds") in a principal amount not to exceed $3,560,000 for the purpose of paying costs of constructing the Project, and, pursuant to Chapter 423B of the Code of Iowa, the City must institute proceedings to issue the Bonds by causing a notice of such proposal to be published, including notice of the right to petition for an election;

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

Section 1. This Council shall meet on the March 25, 2025, at the _____, in the City, at _____ o'clock __.m., at which time and place proceedings will be instituted and action taken for the issuance of the Bonds.

Section 2. The City Clerk is hereby directed to give notice of the proposed action for the issuance of the Bonds setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, and not less than 10 nor more than 20 days before the date of said meeting, in a legal newspaper published at least once weekly, and of general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS FOR THE ISSUANCE OF NOT TO EXCEED $3,560,000 GENERAL OBLIGATION LOCAL OPTION SALES TAX BONDS

The City Council of the City of Grimes, Iowa, will meet on the March 25, 2025, at the _____, in the City, at _____ o'clock ___.m., for the purpose of instituting proceedings and taking action for the issuance of not to exceed $3,560,000 General Obligation Local Option Sales Tax Bonds (the "Bonds") for the purpose of paying the cost, to that extent, of constructing, furnishing and equipping a municipal fire station.

The Bonds are proposed to be issued under the authority of Section 423B.9(4) of the Code of Iowa, will be secured by Local Option Sales Tax Revenues and will constitute general obligations of the City. The maximum rate of interest which the Bonds may bear is 8% per annum.

At any time before the date fixed for taking action for the issuance of the Bonds, a petition may be filed with the Clerk of the City asking that the question of issuing the Bonds be submitted to the registered voters of the City.

By order of the Council of Grimes, Iowa, pursuant to Chapter 423B of the Code of Iowa.

Rachel Greving
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately $3,560,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of $100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved March 11, 2025.

_____
Mayor

Attest:

_____
City Clerk

• • • •

On motion and vote, the meeting adjourned.

_____
Mayor

Attest:

_____
City Clerk

ATTESTATION CERTIFICATE

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

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that attached hereto is a true and correct copy of the proceedings of the Council of the City relating to the fixing of a date for the hearing on the issuance of $3,560,000 General Obligation Local Option Sales Tax Bonds.

WITNESS MY HAND this _____ day of _____, 2025.

_____
City Clerk

COUNTY LOST ORDINANCE CERTIFICATE

STATE OF IOWA
SS:
DALLAS COUNTY

I, the undersigned, County Auditor of Dallas County, in the State of Iowa, do hereby certify that the ordinance imposing the local option sales and services tax for the City of Grimes, Iowa, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was adopted by the County Board of Supervisors on the _____ day of _____, 20____, and was published on the date and in the newspaper specified in the aforesaid affidavit, which newspaper is published in and has a general circulation in the County.

I further certify that the local option sales and services tax provided for in the ordinance is being imposed and collected in the City of Grimes, Iowa as provided by Chapter 423B of the Code of Iowa and the ordinance.

WITNESS MY HAND this _____ day of _____, 2025.

_____
County Auditor

(Attach here a copy of the publisher's affidavit of publication, together with a copy of the ordinance imposing the local option sales and services tax as published.)

COUNTY LOST ORDINANCE CERTIFICATE

STATE OF IOWA
SS:
POLK COUNTY

I, the undersigned, County Auditor of Polk County, in the State of Iowa, do hereby certify that the ordinance imposing the local option sales and services tax for the City of Grimes, Iowa, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was adopted by the County Board of Supervisors on the _____ day of _____, 20____, and was published on the date and in the newspaper specified in the aforesaid affidavit, which newspaper is published in and has a general circulation in the County.

I further certify that the local option sales and services tax provided for in the ordinance is being imposed and collected in the City of Grimes, Iowa as provided by Chapter 423B of the Code of Iowa and the ordinance.

WITNESS MY HAND this _____ day of _____, 2025.

_____
County Auditor

(Attach here a copy of the publisher's affidavit of publication, together with a copy of the ordinance imposing the local option sales and services tax as published.)

ORGANIZATION CERTIFICATE

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

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

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

_____, Mayor

_____, City Administrator

_____, City Clerk

_____, City Finance Director

_____, Council Member/Mayor Pro Tem

_____, Council Member

_____, Council Member

_____, Council Member

_____, Council Member

WITNESS MY HAND this ____ day of _____, 2025

_____
City Clerk

PUBLICATION CERTIFICATE

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavit, but please return all other completed pages to us as soon as they are available.)

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

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that pursuant to the resolution of its Council fixing a date of meeting at which it is proposed to take action for the issuance of $3,560,000 General Obligation Local Option Sales Tax Bonds, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2025.

_____
City Clerk

(Attach here the publisher's original affidavit with clipping of the notice, as published.)

CITY COUNCIL COMMUNICATION
Meeting Date: 3/11/2025

AGENDA ITEM:

BACKGROUND: The City of Grimes has long been recognized as a Tree City USA community. One of the requirements of this designation is to hold an Arbor Day event. Arbor Day is an annual celebration that encourages tree planting and environmental stewardship. By recognizing Arbor Day, the city can promote awareness of the benefits of trees, encourage community participation in tree-planting initiatives, and enhance public green spaces. This initiative supports long-term environmental goals, improves air quality, and provides aesthetic and economic benefits to residents.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: __X__YES ____NO

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

BOARD/COMMISION ACTIONS:

STAFF RECOMMENDATION: Staff Recommends Approval

RESPONSIBLE STAFF/CONTACT INFORMATION:
Kevin Hensley, Public Works Director, 515-986-9636, khensley@grimesiowa.gov

Prepared by: KLH
Return to: JB

RESOLUTION SUPPORTING ARBOR DAY IN THE CITY OF GRIMES

Grimes Resolution No. 03-1825

WHEREAS, the City of Grimes strives to maintain a healthy natural environment for its citizens and guests; and for the benefit of citizens today and future generations, depends on the City of Grimes;

WHEREAS, the Urban Forest is one of Grimes most valuable natural resources that increases property values, decreases energy costs, improves air and water quality, reduces water runoff and decreases soil erosion; and,

WHEREAS, the Urban Forest reduces noise levels, creates wildlife habitats, increases recreational opportunities, improves health and well-being, increases community pride, and helps make our community a more pleasant place to live and work; and

WHEREAS, the city builds cooperation between public and private sectors to effectively manage urban forests; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the last Friday in April is Arbor Day and urge the citizens of Grimes to recognize Arbor Day and to support efforts to plant, maintain, and celebrate our urban forest..

PASSED and APPROVED on March 11, 2025.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rachel Greving, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 3/11/2025

AGENDA ITEM:

BACKGROUND: The Public Works Department received bids for mowing services for City-owned cemeteries from several lawn care businesses in 2023. RedBud was awarded the contract. Per the original contract agreement, the City has the option to renew the contract for additional years. RedBud has met the terms of the agreement and staff recommends extending the contract.

BUDGETARY CONSIDERATIONS: The renewal contract reflects a 3% increase. Budgeted funds will be utilized.

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 __X__

BOARD/COMMISION ACTIONS:

STAFF RECOMMENDATION: Staff Recommends Approval

RESPONSIBLE STAFF/CONTACT INFORMATION:
Kevin Hensley, Public Works Director, 515-986-9636, khensley@grimesiowa.gov

Prepared by: KLH
Return to: JB

RESOLUTION TO RENEW CONTRACT FOR CEMETERY LAWN CARE SERVICES AND CHEMICAL APPLICATION FOR THE CITY OF GRIMES

Grimes Resolution No. 03-1925

WHEREAS, the City of Grimes held a bid letting for lawn care services and chemical application for city-owned cemeteries in 2023; and

WHEREAS, the contract was awarded to RedBud Landscaping to provide the requested services with the option to renew annually; and

WHEREAS, RedBud has provided exceptional lawn care services for the cemetery grounds under the current contract;

WHEREAS,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, The Public Works Director, on behalf of the City, is authorized to execute the renewal of the contract with RedBud Landscaping for Cemetery lawn care services and chemical application.

PASSED and APPROVED on March 11, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 3/11/2025

AGENDA ITEM:

BACKGROUND: The City of Grimes currently has an existing agreement with T-Mobile for the use of City-owned property to house telecommunications equipment. This agreement outlines the terms and conditions that T-Mobile uses City-owned property and the reimbursement to the City for the use of the water standpipe. T-Mobile has requested to make improvements at the 1st and S. James by placing a generator within their leased area.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: ____YES __X__NO

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

BOARD/COMMISION ACTIONS:

STAFF RECOMMENDATION: Staff Recommends Approval

RESPONSIBLE STAFF/CONTACT INFORMATION:
Kevin Hensley, Public Works Director, 515-986-9636, khensley@grimesiowa.gov

Prepared by: KLH
Return to: JB

RESOLUTION TO APPROVE AMENDMENT TO LEASE AGREEMENT WITH T-MOBILE

Grimes Resolution No. 03-2025

WHEREAS, the City of Grimes has an existing Agreement with T-Mobile for the use of City-owned property to house telecommunications equipment; and

WHEREAS, T-Mobile has requested an amendment to the Agreement; and,

WHEREAS, city staff have reviewed the proposed amendment and determined that the improvements are acceptable;

WHEREAS,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the proposed amendment to the Agreement with T-Mobile is hereby approved, and the Mayor is authorized to execute the amendment on behalf of the City.

PASSED and APPROVED on March 11, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 3/11/2025

AGENDA ITEM: Approving Offer to Purchase and Agreement - DeYoung - SE Little Beaver Dr and SE 4th St Reconstruction

BACKGROUND: With the development of SE Little Beaver Dr and SE 4th St Reconstruction Plans, certain easements and rights of way were determined necessary for the construction of the project. In this particular case, a temporary construction easement is needed from the DeYoung family, located just north of SE 5th Street on SE Little Beaver Dr. The temporary construction easement will allow for the reconstruction of the sidewalk at the intersection.

BUDGETARY CONSIDERATIONS: $375.00 covered by the proejcts capital fund.

STRATEGIC PLANNING:
Prioritized: ___X_YES ____NO

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

BOARD/COMMISION ACTIONS: N/A

STAFF RECOMMENDATION: N/A

RESPONSIBLE STAFF/CONTACT INFORMATION:
Aaron Jarosh, Civil Engineer, AJarosh@grimesiowa.gov

Prepared by: Aaron Jarosh, PE
Return to: Aaron Jarosh, PE

RESOLUTION 03-2125 APPROVING OFFER TO PURCHASE AND AGREEMENT
DEYOUNG - SE LITTLE BEAVER DR AND SE 4TH ST RECONSTRUCTION

Grimes Resolution No. 03-2125

WHEREAS,the City of Grimes has developed plans to construct the SE Little Beaver Dr and SE 4th St Reconstruction, (the “Project”) and has determined that certain easements are necessary in order to construct the Project; and

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

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

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

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

PASSED and APPROVED on March 11, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

Prepared by/Return to: Aaron Jarosh, City of Grimes, 410 SE Main Street, Unit 102, Grimes, IA 50111 515.986.4050

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

PARCEL NO. **7925-05-131-012**
COUNTY: **Polk**
PROJECT NO. **N/A**
PROJECT NAME: **SE Little Beaver Dr and SE 4th St Reconstruction**

TO: **Linda De Young**

On this 24th day of January 2025, the City of Grimes, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy the real estate situated in Polk County, Iowa, and legally described on the attached **Easement Exhibit. This offer shall terminate on 30 days from offer date.** If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. **SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises as described on EXHIBIT A and which include the following buildings, improvements and other property: LAND ONLY. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.**

2. **Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.**

3. **Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.**

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
$	on right of possession	
$	on conveyance of title	
$	on surrender of possession	
$ 375.00	on possession and conveyance	Within 30 Days of BUYER Approval

$ 375.00 **TOTAL LUMP SUM**

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

Land by Fee Title	0	sq.ft.	$ 0.00
Underlying Fee Title	0	sq.ft.	$ 0.00
Permanent Easement	0	sq.ft.	$ 0.00
Temporary Easement(s)	313	sq.ft.	$ 375.00
Landscaping/Other			$ 0.00
Total			$ 375.00

Additional Damages None

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

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: Insert Tenant

5. Each page and each attachment is by this reference made part hereof.

6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: None

7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.

9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa.

12. BUYER hereby agrees to additionally warrant the project against any defects against the property as a result of the project for a period of one year following the completion and acceptance of the project. Defects may include, but are not limited to insufficient seeding/stabilization or settling of the property within the easement.

13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: None

14. BUYER shall be responsible for the removal and relocation of any fences.

15. BUYER shall be responsible for all restoration disturbed area within the easements.

16. SELLER agrees to cooperate with BUYER in removing liens and encumbrances in order to convey marketable title to BUYER in conformity with Iowa law and the Title Standards of the Iowa State Bar Association. If possession and conveyance are delayed due to SELLER's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. SELLER understands that if necessary property rights cannot be acquired by voluntary purchase, BUYER may initiate action to acquire the property interests contemplated in this Agreement under power of eminent domain.

17. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the conveyance documents for this purpose.

18. This Agreement shall not be binding until it has received the final approval by Resolution of the Grimes City Council.

19. GENERAL PROVISIONS.

    a. This Agreement contains the entire agreement of the parties and no waiver, modification, release, or cancellation of this Agreement or any portion of this Agreement shall be binding unless evidenced by writing.
    b. This Agreement shall be binding on the heirs, personal representatives, assigns, and successors of the parties.
    c. This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of Iowa.

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

X Linda DeYoung
By: Linda DeYoung
Marital Status: Single

X _____
By: _____
Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 21st day of February, A.D. 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Linda DeYoung,

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

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

(NOTARY SEAL) Evann Martin (Sign in Ink)
Evann Martin (Print/Type Name)
Notary Public in and for the State of Iowa

CAPACITY CLAIMED

BY SIGNER:
X INDIVIDUAL
_ CORPORATE
Title(s) of Corporate Officer(s):
_____
_____
__ Corporate Seal is affixed
__ No Corporate Seal procured
_ PARTNER(s): __ Limited Partnership
__ General Partnership
_ ATTORNEY-IN-FACT
_ EXECUTOR(s) or TRUSTEE(s)
_ GUARDIAN(s) or CONSERVATOR(s)
_ OTHER: _____
SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies)
_____
_____
_____

NOTARIAL SEAL IOWA
EVANN MARTIN
Commission Number 833219
My Commission Expires
07/20/2027

BUYER'S APPROVAL

_____
Signed by: Scott Mikkelsen (Date)

_____
Attested by: Rachel Greving (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____}
COUNTY OF _____} ss:

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

_____
Notary Public in and for the State of Iowa

CITY COUNCIL COMMUNICATION
Meeting Date: 3/11/2025

AGENDA ITEM: AccuJet, LLC Construction Contract Settlement Agreement – 2023 CIPP Lining Program

BACKGROUND: The City of Grimes entered into a construction contract with AccuJet, LLC on January 23, 2024 for the 2023 CIPP Lining Program. The contractor worked on completing the project during the spring and summer of 2024. During the construction, it was discovered that there were multiple locations of defective CIPP sewer liners that would require remediation to restore proper flow through the sewer pipes. The contractor did attempt to remedy the issues, but didn't have the proper equipment or personnel to get the job done. City staff didn't have a comfort level with the contractor and wanted a 3rd party opinion to assess the situation and identify the magnitude of the problem. That led to staff hiring Visu-Sewer to provide the 3rd party review following recommendations from another municipality.

Visu-Sewer identified multiple locations of defective sewer liners and provided guidance on possible options for repair of the liners and getting the project properly finished. As mentioned above, AccuJet did attempt to fix the defective liners, but didn't have the proper equipment or personnel to get it accomplished. Staff decided to move forward with Visu-Sewer to complete some immediate emergency repairs and plan to informally bid the remaining work to complete the overall project.

Staff worked with our legal counsel to figure out the appropriate actions needed to terminate the contract with AccuJet and move forward with resolving this situation. Legal counsel drafted a Settlement Agreement that provides the mechanism to terminate the contract and allow the City to move forward with making the emergency repairs and finishing that project with a different contractor. The action in front of the City Council is the consideration of a resolution to approve and authorize the Mayor to sign the Settlement Agreement between AccuJet and the City of Grimes.

BUDGETARY CONSIDERATIONS: The remaining contract amount and retainage owed AccuJet would be forfeited and utilized along with some additional funds to complete the emergency repair and completion of the overall project. Any additional funding would be provided from the sewer revenue funds and CIP funding for this line item.

STRATEGIC PLANNING:
Prioritized: __X__YES ____NO

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

BOARD/COMMISION ACTIONS: None.

STAFF RECOMMENDATION: The staff recommends that the City Council approves the resolution authorizing the Mayor to sign the Settlement Agreement.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Matt Ahrens, City Engineer, 515-986-4050, mahrens@grimesiowa.gov

Prepared by:	Matt Ahrens
Return to:	Matt Ahrens

RESOLUTION 03-2225 TO APPROVE A CONSTRUCTION CONTRACT SETTLEMENT AGGREEMENT WITH ACCUJET, LLC FOR THE TERMINATION OF THE CONTRACT FOR THE 2023 CIPP LINING PROGRAM

Grimes Resolution No. 03-2225

WHEREAS, the City of Grimes (Grimes) entered into a construction Contract with AccuJet, LLC (Contractor) on January 23, 2024 for the construction of the 2023 CIPP Lining Program; and,

WHEREAS, Grimes has discovered issues and defects with regard to the Contractor's work to date and has received reports of sewer backups directly related to said work;

WHEREAS, the Contractor has completed and been paid for work under the Contract with required retainage being withheld and additional Contract work left to be completed;

WHEREAS, Grimes directed the City's legal counsel to prepare a Settlement Agreement outlining the duties and responsibilities necessary to terminate the construction Contract;

WHEREAS, the parties have determined that it is in their best interest to terminate the Contract and that any disputes under the Contract be resolved pursuant to the terms of said Settlement Agreement;

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

PASSED and APPROVED on March 11, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into by Accujet, LLC (Accujet) and the City of Grimes, Iowa ("City"), an Agreement that includes the Recitals as part of the settlement terms:

Recitals:

WHEREAS, Accujet is under contract with the City to perform sanitary sewer repairs under a contract entitled Grimes CIPP Lining Program Contract (Contract) and dated January 23, 2024;

WHEREAS, the City has discovered repair issues and defects with regard to Accujet work to date, and Grimes has received reports of sewer back-ups which the City contends are directly related to the Accujet work to date;

WHEREAS, the City has valid claims for repair work on the project as a result of Accujet's work and a claim for damages for failure to timely complete the work pursuant to the Contract schedule;

WHEREAS, Accujet has completed work under the Contract and City has paid most but not all of the consideration that may be accrued or owed Accujet under the Contract, and there is also additional Contract work and payment of consideration are not completed; and

WHEREAS, the parties have determined that it is in the best interest of both parties that their Contract be terminated and that any disputes under the Contract be resolved pursuant to the terms of this Settlement Agreement;

NOW, THEREFORE, in consideration of the whereases, promises, obligations, and mutual releases contemplated and included in this Agreement, the parties agree as follows:

1. **Release by Accujet.** In exchange for mutual Contract releases, Accujet irrevocably and unconditionally releases, acquits, and forever discharges the City from any obligations under the Contract, including its affiliates, officials, City Council Members, Mayor, other directors, department heads, officers, consultants, employees, representatives, insurers, reinsurers, and attorneys, or any of them collectively (hereafter "City Releasees"), of and from any and all actions, suits, charges, actions, claims, liabilities, damages, and expenses of any nature whatsoever, in law or equity, for any claim of breach of contract and any claim for unpaid accrued or unaccrued monetary consideration by the City under the terms of the Contract.
2. **Release by City.** In exchange for mutual Contract releases, the City releases Accujet from any obligation to the City under the Contract to complete, repair or replace City sewer line contemplated to be repaired under the Contract or which may need to be repaired or replaced as a result of Accujet's defective work under the Contract, and any obligations required under the Performance, Payment, and Maintenance Bond Number SYA6661. Accujet acknowledges that this release does not include any third-party claims for personal injuries, property damage, or Accujet employee workers' compensation or employment related claims which are known or unknown at the time of this Agreement that may arise as the result of Accujet's work under the Contract, and Accujet agrees to hold the City harmless from those claims. Accujet also agrees

to leave the liability insurance coverage in place that was supplied to the City as a part of the Contract, and attached as Exhibit A.

3. **Consideration Period.** Accujet acknowledges that it has had an opportunity to consider and consult with Accujet's attorney before signing this Agreement.

4. **Approval of City Council.** This Release shall become effective only upon approval of the City Council.

5. **Miscellaneous.**

(a) The Agreement shall be governed by the laws of the state of Iowa and any action to enforce it must be brought in the Iowa District Court in and for Polk County.

(b) The language of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

(c) This Release shall not be modified except by an express written understanding between the parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Accujet and the City have executed the foregoing Release.

ACCUJET SIGNATURE AND SETTLEMENT APPROVAL BY CITY OF GRIMES, IOWA

ACCUJET, LLC	**THE CITY OF GRIMES, IOWA**
By:_____	By:_____
Kyle Baxter, President	Scott Mikkelsen, Mayor

This Agreement is hereby approved and consented to by the City of Grimes Iowa, on March 11, 2025, by Resolution No. _____.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By:_____
Rachel Greving, City Clerk

LEGACY AT JAMES STREET PLAT 2

FINAL PLAT

INDEX LEGEND

LOCATION: OUTLOT 'Z', LEGACY AT JAMES STREET PLAT 1
GRIMES, POLK COUNTY, IOWA

REQUESTOR: ANDERSON FOUR LLC

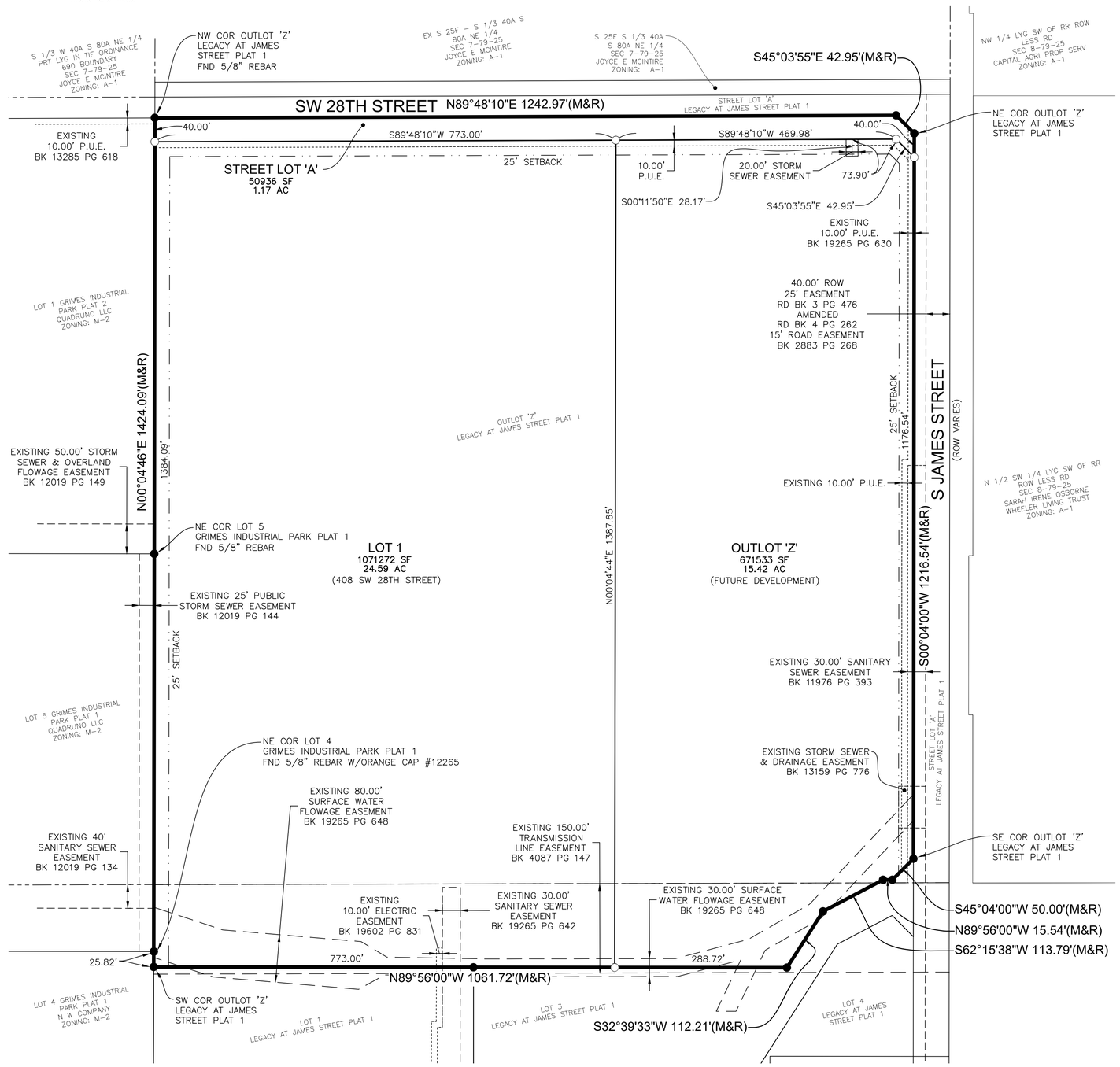
PROPRIETOR: ANDERSON FOUR LLC
4451 NW URBANDALE DRIVE
URBANDALE, IA 50322

SURVEYOR: JONATHAN A. ERDAHL

COMPANY: CIVIL DESIGN ADVANTAGE

PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH: 515-369-4400

AREA ABOVE RESERVED FOR RECORDER



OWNER / DEVELOPER

ANDERSON FOUR LLC
CONTACT: MARK ANDERSON
4451 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: (515) 270-6104

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322

ZONING

M1-A: COMMERCIAL LIMITED LIGHT INDUSTRIAL & TRANSPORTATION CORRIDOR MIXED USE DEVELOPMENT OVERLAY DISTRICT)

BULK REGULATIONS

FRONT YARD: 25 FEET

SIDE YARDS: NONE REQUIRED, EXCEPT WHEN ADJACENT TO ANY 'R' DISTRICT OR STREET RIGHT-OF-WAY LINE, IN WHICH CASE - 25 FEET

REAR YARD: 25 FEET; HOWEVER, FOR EVERY FOOT THE FRONT YARD IS INCREASED OVER 25 FEET, THE REAR YARD MAY BE DECREASED IN DIRECT PROPORTION THERETO, BUT IN NO CASE SHALL THE REAR YARD BY LESS THAN 10 FEET

DATE OF SURVEY

JANUARY 6, 2025

PLAT DESCRIPTION

OUTLOT 'Z', LEGACY AT JAMES STREET PLAT 1, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND CONTAINING 41.18 ACRES (1,793,741 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTES

1. ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
2. LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATION RESTRICTIONS.

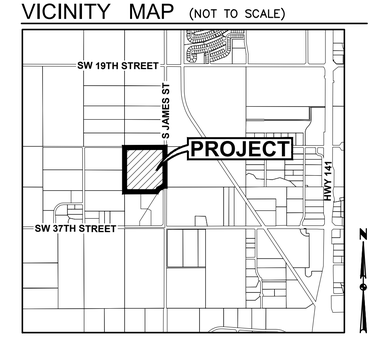
N

SCALE
0' 50' 100' 200'
1" = 100' (FULL SIZE)

LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW PLASTIC CAP#15980 (UNLESS OTHERWISE NOTED)	●	
1/2" REBAR, YELLOW PLASTIC CAP#28686 (UNLESS OTHERWISE NOTED)		○
MEASURED BEARING & DISTANCE	(M)	
RECORDED BEARING & DISTANCE	(R)	
DEEDED BEARING & DISTANCE	(D)	
PUBLIC UTILITY EASEMENT	P.U.E.	
CURVE ARC LENGTH	AL	
LOT ADDRESS	(1234)	
CENTERLINE		
SECTION LINE		
EASEMENT LINE		
BUILDING SETBACK LINE		
PLAT BOUNDARY		

VICINITY MAP (NOT TO SCALE)



GRIMES, IOWA

PRELIMINARY
NOT FOR CONSTRUCTION

JONATHAN A. ERDAHL
28686
IOWA
LICENSED PROFESSIONAL LAND SURVEYOR

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE JONATHAN A. ERDAHL, P.L.S. DATE
LICENSE NUMBER 28686
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET

REVISIONS	DATE
FIRST SUBMITTAL	01/20/25

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: TECH: REVIEW:

CIVIL DESIGN ADVANTAGE
GRIMES, IOWA

LEGACY AT JAMES STREET PLAT 2
FINAL PLAT

1/1

2409.749

FILE: H:\2024\2409749\DWG\2409749-FINAL PLAT.DWG
REF: XREF: 2409749-BASE, 2409749-NOTES 1/20/2025 8:23 AM
PLOTTED BY: JON ERDAHL TECH:
COMMENT: DNG:

CITY OF GRIMES
Development Services
410 SE Main St, Suite 102
Grimes, IA 50111
(515)986-4050
www.grimesiowa.gov

January 28, 2025

Civil Design Advantage
Attn: Erin Ollendike
4121 NW Urbandale Drive
Urbandale, Iowa 50322

RE: Legacy at James Street Plat 2 Final Plat

Dear Ms. Ollendike:

The Development Services Department is in receipt of a proposed Final Plat for the Legacy at James Street Plat 2 Final Plat. Based on the review of the provided submittal materials, staff have the following comments:

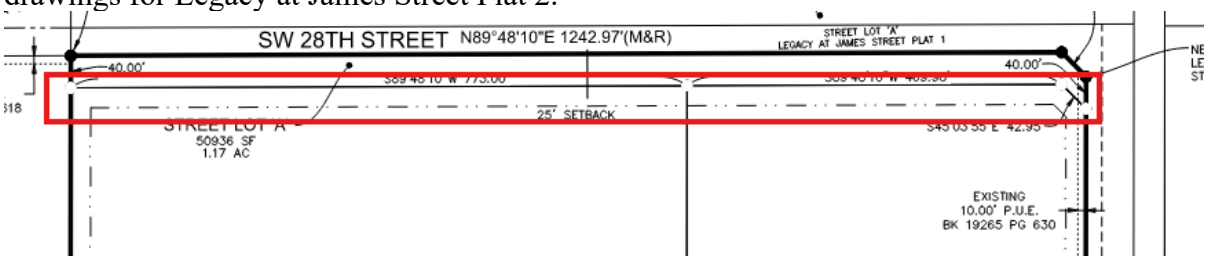
<u>General Comments:</u>

1. Provide $2000 final plat review fee

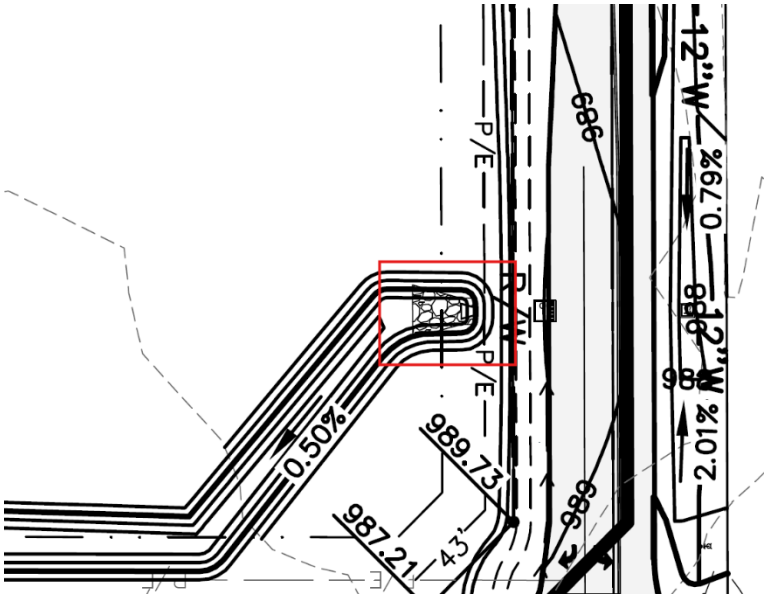
2. Provide a completed final plat review application

3. Please add " Overlay District Requirements per Legacy at James Street Development Agreement" to the Zoning information.

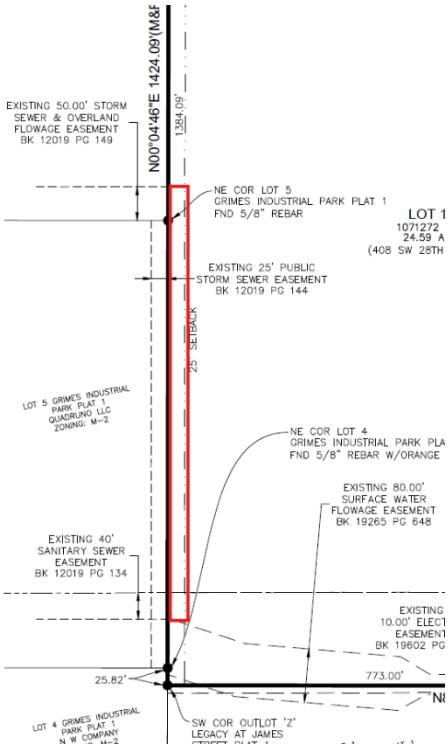
4. Add the 10' PUE on the North lot line to match the PUE shown on the construction drawings for Legacy at James Street Plat 2.



5. Add public storm sewer easement for the storm structure South of SW 28th Street as shown in the preliminary plat comment letter.



6. Add a 10’ storm sewer easement for the public storm sewer on the West property line. The lot 1 site plan will be showing this easement as existing. The storm sewer pipe was not installed on the centerline of the existing easement, thus needing more easement area.



7. Please add a note on the plat stating that street lot A will be given to the City similar to the one shown in the image.

   2) STREET LOT 'A' TO BE DEDICATED TO THE CITY OF GRIMES FOR PUBLIC RIGHT-OF-WAY PURPOSES.

Legal Comments:

Following documentation shall be submitted for review and recorded with any final plat as applicable:

1. A title opinion by an attorney-at-law who has examined the abstract of title of the land being platted. The opinion shall state the names of the proprietors and holders of mortgages, liens, or other encumbrances on the land being platted and shall note the encumbrances, along with any bones securing the encumbrances.

2. A certificate by the owner(s) that the subdivision is with their free consent and is in accordance with the desire of the owner(s). This certificate must be signed and acknowledged by the owner(s) before a notary.

3. A statement from the mortgage holders or lienholders, if any, that the plat is prepared with their free consent and in accordance with their desire, signed and acknowledged before a notary.

4. A certificate of the County Treasurer that the land is free from certified taxes and certified special assessments or that the land is free from certified taxes and that the certified special assessments are secured by bond in compliance with Iowa Code Chapter 354.

5. Approval of the subdivision name from the County, if required.

6. A resolution and certificate for approval by the Council and signatures of the Mayor and Clerk. A resolution and certificate for approval by the Council and signatures of the Mayor and Clerk will be provided after the approval

7. Any easement documents and their legal descriptions, and mortgage holder consent, if applicable.

   a. Public Utility Easement
   b. Public Storm Sewer Easement

8. Declaration and Covenants, Restrictions, and Easements, if applicable.

9. ~~A list of the minimum protection elevations (MPEs) for each lot within the plat. This document shall be certified by a licensed engineer. MPE's shall not be referenced on the final plat.~~ Not Applicable.

10. Agreement to Complete Public Improvements with performance bond or letter of credit for incomplete public improvements, if applicable.

11. Four (4) year maintenance bonds for public improvements.

12. Executed electric and gas distribution agreements.

13. Provide a warranty deed for any street lots, if applicable.

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:	February 5, 2025 **(1 PDF of Final Plat and Legals)**
PLANNING & ZONING:	February 4, 2025 at 5:30 at the Grimes City Hall
COUNCIL MEETING:	February 25, 2025 at 5:30 at the Grimes City Hall

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

Alivia Hoodjer
Assistant Planner

Planning & Zoning Staff Report

CITY OF GRIMES

DATE

February 25, 2025

PROJECT NAME

Legacy at James Street Plat 2—Final Plat

APPLICANT

Anderson Properties

REQUESTED ACTION

Approval of the final plat, that will allow for the future subdivision of the 41.18-acre property .

LOCATION

Southwest corner of S James Street and SW 28th Street.

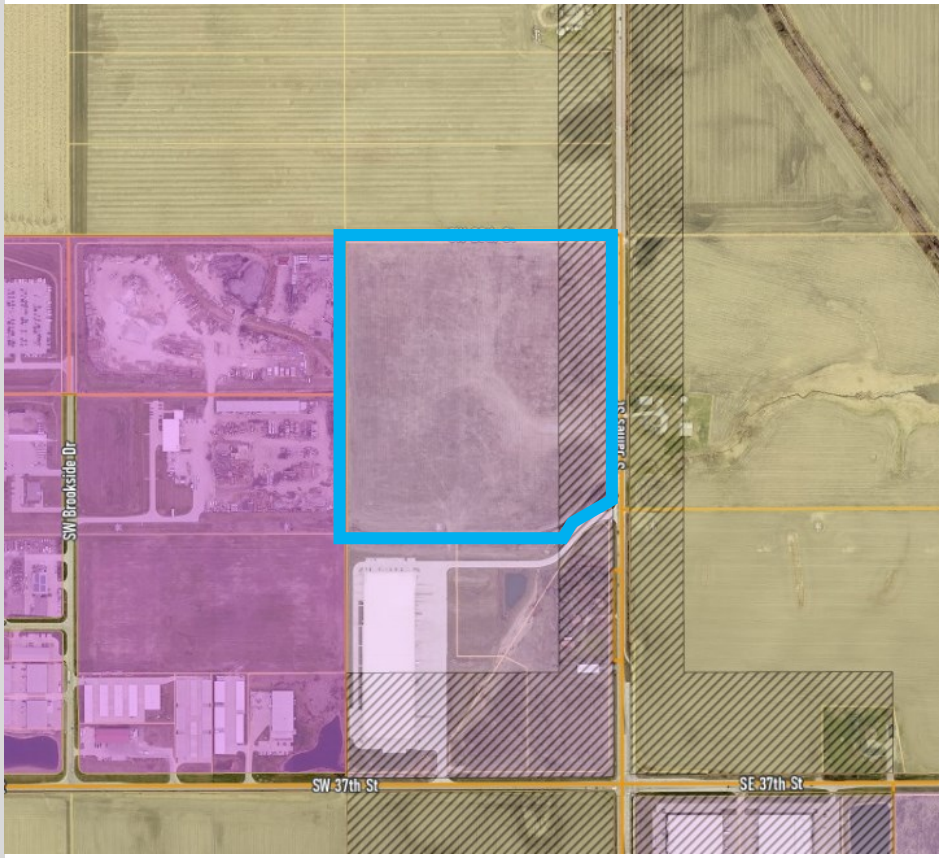
ZONING

M1-A
Transportation Corridor Mixed Use Development Overlay District

PLANNER

Alivia Hoodjer
ahoodjer@grimesiowa.gov
(515) 986-4050

Location Map



Zoning Map

Relation to Comprehensive & Neighborhood Plans

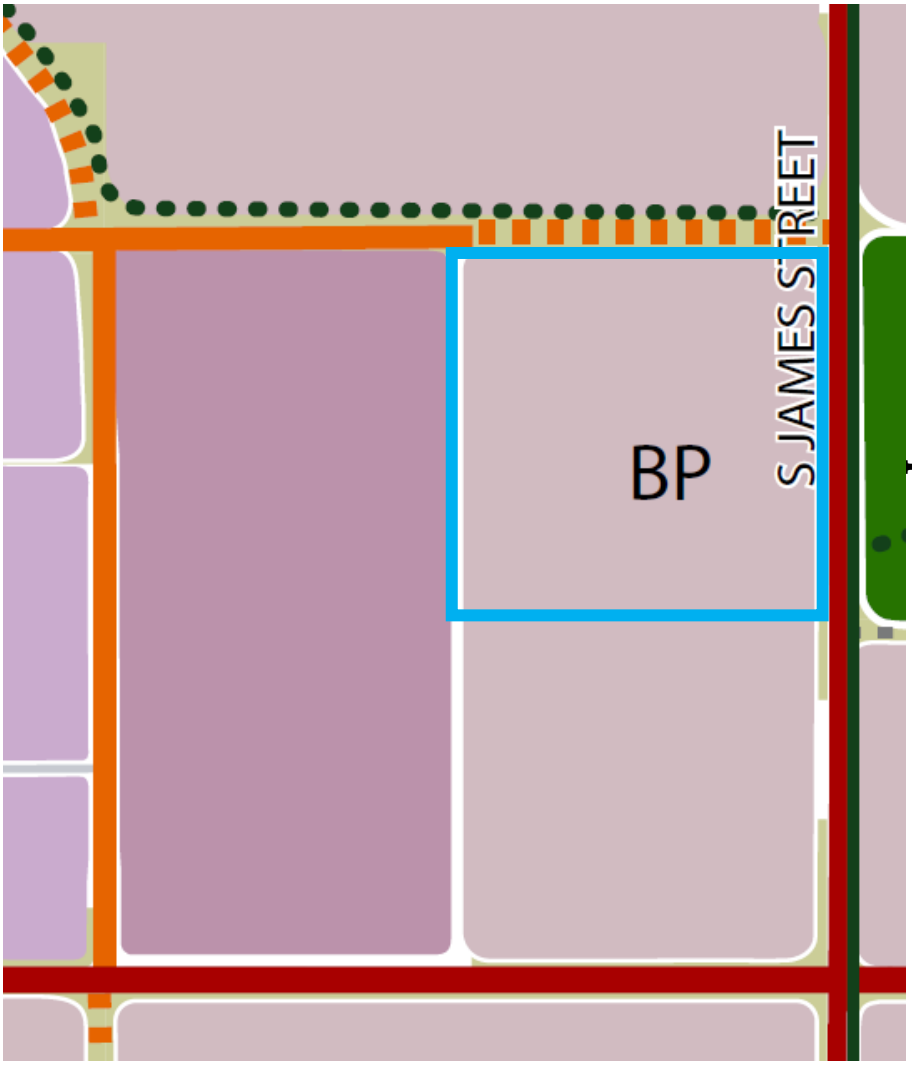
LAND USES & ZONING			
Location	**Existing Land Use**	**Land Use Plan Designation**	**Current Zoning**
Subject Site	Undeveloped	Business Parks	M1-A; Transportation Corridor Mixed Use Overlay
North	Agriculture	Business Parks	A-1; Transportation Corridor Mixed Use Overlay
South	Warehouse/ distribution	Business Parks	M1-A; Transportation Corridor Mixed Use Overlay
East	Agriculture	Business Parks and Future Parks & Rec	A-1; Transportation Corridor Mixed Use Overlay
West	Industrial	General Industrial	M-2

PARKS

The proposed site is zoning M1-A, so no parkland dedication is required.

A 5′ sidewalk on S James Street connecting to a 5′ sidewalk that will be installed along SW 37th Street.

The site is consistent with the City of Grimes zoning map and future land use map.



Future Land Use Map

Relation to Studies & Legal

Legal

This site is subject to the existing recorded development agreement for Legacy at James Street development.

ROW dedication is required for the construction of SW 28th Street, as shown as Street lot A in the final plat. The street will be built by the owner in lieu of the street fees associated with the development agreement. A 5′ sidewalk will also be installed within the ROW of SW 28th Street.

There will be a future reconstruction of South James Street that will not impact the property. The reconstruction will allow for access to Outlot Z along S James Street when the outlot becomes developable. SW 28th Street will have full access onto S James Street before and after the reconstruction occurs.

Site Layout

ACCESS

Full access driveways onto SW 28th Street once constructed.

Access onto S James Street for Outlot Z once the outlot becomes platted into a developable lot and the reconstruction of S James is complete.

The intersections at S James and SW 28th will be three lanes, per the Foth Infrastructure & Environment Study.

PEDESTRIAN CONNECTIVITY

Pedestrian connectivity will be along SW 28th Street and connected into the future sidewalk along S James Street.

Internal sidewalk connections will be provided to connect to SW 28th Street sidewalks and S James Street sidewalk network.

PLAT LAYOUT

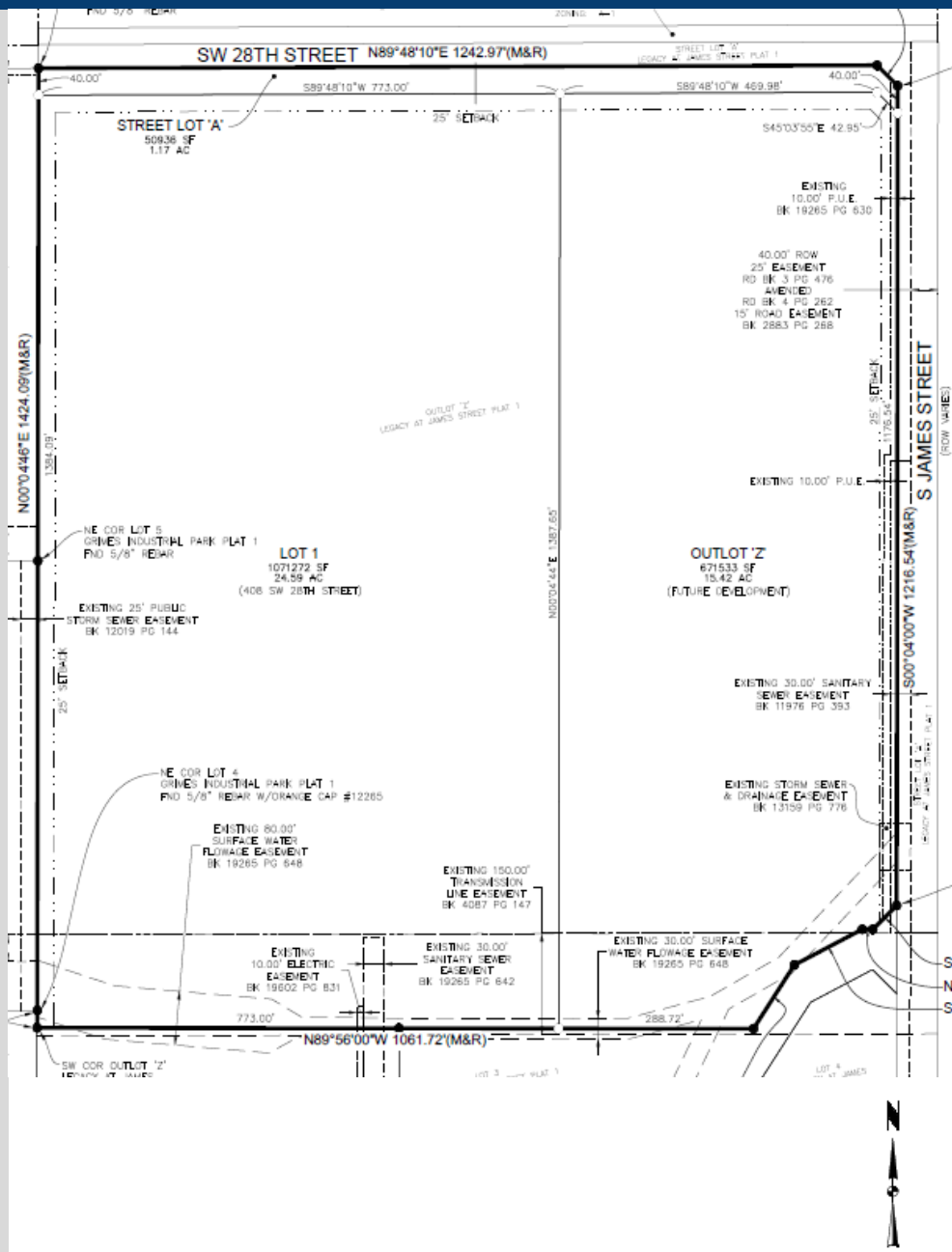
The site will consist of one lot, one outlot, and a street lot.

BUILDING SETBACKS

Front: 25' setback

Side: None required, except when adjacent to any "R" district or street right-of-way line, in which case—25 feet.

Rear: 25' setback. However, for every foot the front yard is increased over 25 feet, the rear yard may be decreased in direct proportion thereto, but in no case shall the rear yard be less than 10 feet.



Utilities & Landscaping

SANITARY

Sanitary sewer connections are on the south end of the plat and will service both the lot and outlot.

WATER

Water service will be provided to each lot. The watermain north of SW 28th Street will be public

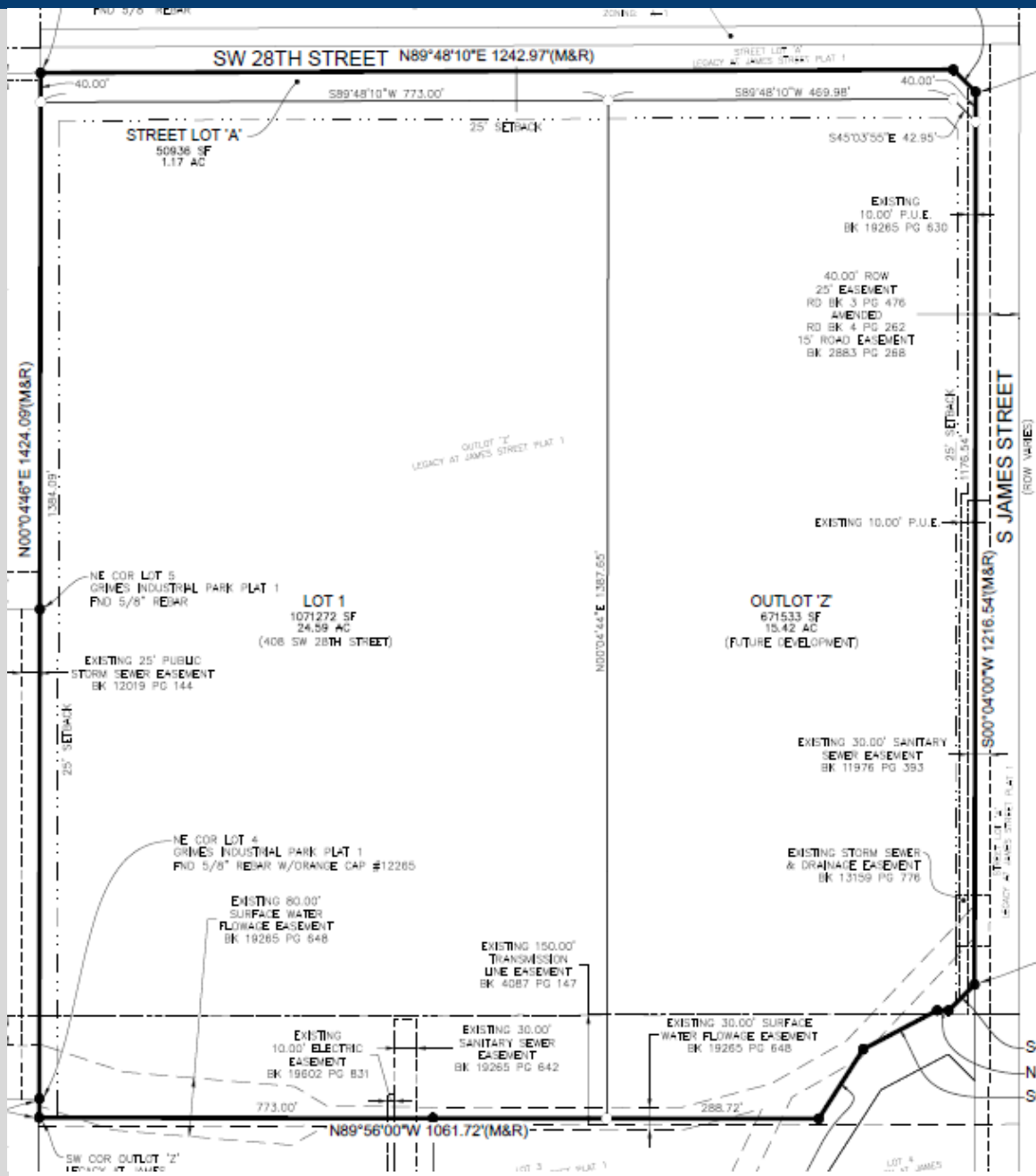
STORM WATER

Stormwater infrastructure will be private and each lot will have to account for their own private detention. A public storm sewer outlet, connected to the storm sewer on SW 28th Street, will be within a storm sewer easement on the NE corner of outlot Z. An easement will be added to Lot 1 to account for existing public storm sewer infrastructure located on the property line.

LANDSCAPING

Landscaping within this plat will need to adhere to the Legacy at James Street Development Agreement requirements as well as the Transportation Mixed Use Overlay along S James Street.

All loading docks will be screened from the right-of-way and overhead doors are not allowed to face the right-of-way.



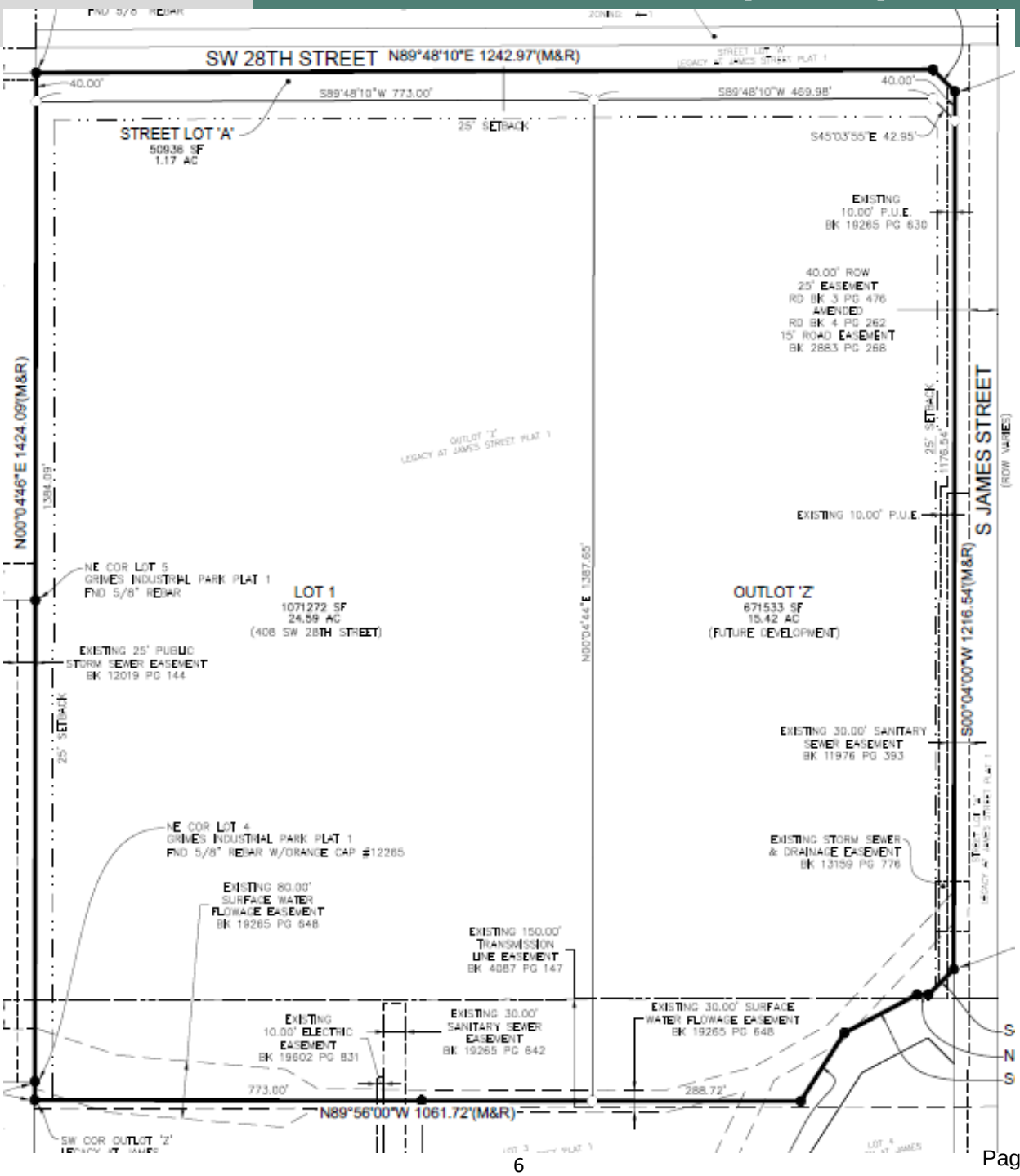
Conclusion

STAFF RECOMMENDATION

Staff would recommend approval of the Legacy at James Street Plat 2 Final Plat subject to any remaining staff comments.

CONCLUSION

- Request to plat a final plat of approximately 41.18 acres that will allow for one lot, an outlot, and a street lot. Lot 1 will allow for the future development of a light industrial use site. Outlot Z can be platted in the future for light industrial use. Street Lot A will be utilized to build a portion of SW 28th Street.
- Site development for this final plat is subject to the Legacy at James Street Development Agreement.
- SW 28th Street will be constructed as apart of this plat.



Preparer Information: Evann Martin, Senior Planner, City of Grimes 410 SE Main Street Suite 102, Grimes, IA 50111
Return to: Rachel Greving, City Clerk, City of Grimes, 101 NE Harvey Street, Grimes, IA 50111

AGREEMENT TO COMPLETE PUBLIC IMPROVEMENTS
LEGACY AT JAMES STREET PLAT 2

THIS AGREEMENT made and entered into as of the 7th day of March, 2025 by and between Anderson Four, LLC ("Developer"), and the City of Grimes, Iowa, an Iowa municipal corporation ("Grimes").

WHEREAS, Developer has submitted to Grimes a final plat entitled Legacy at James Street Plat 2 ("Plat") for its consideration and approval; and

WHEREAS, Chapter 409A of the Iowa Code provides that Grimes may require Developer to bring all streets to a grade acceptable to the City Council and may also require the installation of water, sanitary sewer, storm sewer, pavement, sidewalks, and street lights improvements before the Plat is approved; and

WHEREAS, certain such public improvements have not yet been completed by Developer to the satisfaction of Grimes; and

WHEREAS, Developer is desirous of installing such public improvements in accordance with the regulations and requirements of Grimes and is desirous of having said Plat finally approved by Grimes prior to completion of said improvements subject to the terms and conditions of this Agreement; and

WHEREAS, Grimes is desirous of granting final approval of said Plat subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of Grimes granting final approval of the Plat and in further consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

1. Developer shall complete the work specified in the approved construction plans and drawings for the Plat including the installation of the for the water, sanitary sewer, storm sewer, pavement, sidewalks, and streetlights improvements (collectively, the "Improvements"). All work shall be performed in accordance with Grimes specifications and shall be completed prior to December 31, 2025.

2. Developer agrees to pay to Grimes upon receipt of a bill therefor, an amount equal to all actual costs incurred by the City of Grimes for legal services, engineering services and services of other persons or entities employed by the City, or any way involved in, the review and inspection of said Plat and public utility extensions contemplated thereby including but not limited to streets, sidewalks, water lines, sanitary sewer lines, storm sewer lines, street lights, electrical lines, gas lines, cablevision lines, telephone lines, water retention areas and all other improvements intended for public use or benefit or to be constructed or caused to be constructed by Developer.

3. Developer, in order to secure the full and timely completion of the Improvements as defined in paragraph 1 and to secure the payments referred to in paragraph 2 above, hereby delivers unto Grimes a Road and Utility Escrow and Construction Agreement between the Developer, Buyer, and Escrow Agent for the water, sanitary sewer, storm sewer, pavement, sidewalks, and streetlights improvements. The agreement calls out that in the event a performance bond is required by the City for the completion of the public improvements, the City may draw upon the escrow, in order to complete the Improvements, in the event of a breach of this Agreement by Developer.

4. Developer hereby agrees that Grimes shall not issue any permanent certificates of occupancy within the Plat until the Improvements as defined in paragraph 1 have been completed as set forth in this Agreement.

5. Developer further agrees that at the time the public improvements are accepted, Developer shall cause 4-year maintenance bonds to be issued to the City in connection with the Improvements defined in paragraph 1.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Anderson Four, LLC

By: _____
Name: Wm. M. Anderson
Title: Manager

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rachel Greving, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 7th day of March, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William M. Anderson to me personally known, who, being by me duly sworn, did say that they are the Manager of Anderson Four, LLC and that said instrument was signed on behalf of the said company by authority of its managers and the said person acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

MICHELLE K. ODOR
Commission Number 825269
My Commission Expires
May 18, 2026

Notary Public in and for the State
of Iowa
My commission expires: May 18, 2026

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 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. _____ passed by the City of Grimes City Council on the ____ day of _____, 2024, and that Scott Mikkelsen and Rachel Greving acknowledged the execution of said instrument to be their voluntary act and deed and the voluntarily act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State
of Iowa
My commission expires:_____

CITY COUNCIL COMMUNICATION
Meeting Date: 3/11/2025

AGENDA ITEM: Third Consideration of Ordinance 794 Founders Glen PUD Rezone

BACKGROUND: The applicant, Grimes Square, LLC, is requesting approval of a rezone request for approximate 165.47 acres located at the northeast corner of NW County Line Road and SW 19th Street from A-1 (Agricultural District) to R-4 (PUD). The PUD proposes five land use categories: commercial, high-density residential, medium-density residential, single-family residential, and public park. Commercial development is proposed at the corner of SW County Line Road and SW 19th Street with high-density residential and medium-density residential concentrated along SW County Line Road and SW 19th Street. Most of the remainder of the property is proposed for 60' and 65' wide single-family lots.

Approximately 3.38 acres of parkland is proposed to be dedicated to the City as an addition to the South Sports Complex. An additional 5.45 acres of parkland is proposed to serve the western part of the development and will have opportunity for expansion with future development to the north. Fee in lieu of dedication is proposed for approximately 3 acres of required parkland to be used for future park improvements. The Parks & Rereation Advisory Board recommended approval of the plan for parkland dedication and fee in lieu.

SW Brookside Drive and SW 11th Street are proposed to extend through the property, with a roundabout at the intersection, to provide connection to SW 19th Street and S James Street. Trails will also be required along SW Brookside Drive, SW 11th Street, and SW 19th Street to extend the existing trail network through and around the development. Right-of way along SW 19th Street and SW County Line Road will be required to accommodate future 5-lane road construction. Right-of-way will also be reserved at the intersection of SW Brookside Drive and SW 19th Street to prepare for a future roundabout.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISION ACTIONS: Parks & Recreation Advisory Board recommendation of approval - 12/11/2024
Planning & Zoning Commission recommendation of approval - 01/07/2025
City Council First Consideration recommendation of approval - 02/11/2025

STAFF RECOMMENDATION: Staff recommend approval of Ordinance 794.

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

Planning & Zoning Staff Report

CITY OF GRIMES

DATE

January 7, 2025

PROJECT NAME

Founders Glen PUD Rezone

APPLICANT

Grimes Square, LLC

REQUESTED ACTION

Approve zoning for approximately 160 acres to allow for a mixed of residential uses and commercial uses

LOCATION

Generally located at the NE corner of SW County Line Road and SW 19th Street

ZONING

Current Zoning – A-1

Proposed Zoning – R-4 (PUD)

PLANNER

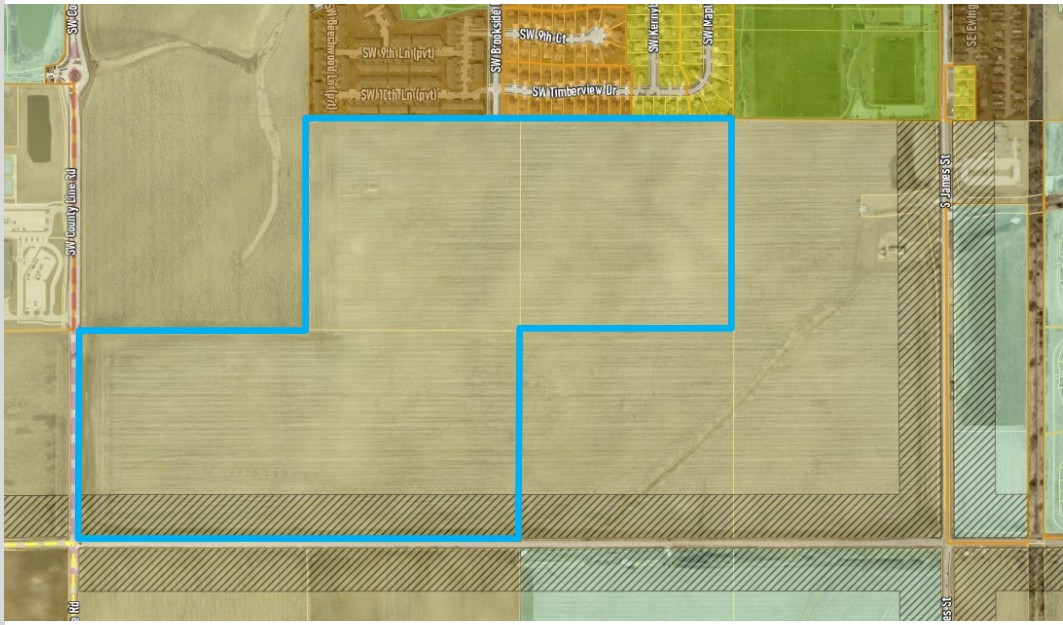
Evann Martin

emartin@grimesiowa.gov

515-986-4050

Location Map

Zoning Map



Relation to Comprehensive & Area Plans

LAND USES & ZONING			
Location	**Existing Land Use**	**Land Use Plan Designation**	**Current Zoning**
Subject Site	Vacant	Commercial, Medium-Density, High-density, Low-Density Residential	A-1
North	Single-Family/Medium-Density	Low-Density & Medium-Density Residential	R-2 70, R-3
South	Vacant	Commercial and Medium-Density Residential	A-1
East	Vacant (Rezone Underway)	LDR, MDR, HDR, Commercial	A-1
West	School/Vacant	Medium-Density & High-Density Residential	A-1

PARKS

The Parks & Trail Master Plan shows an approximately 90 acre park in the vicinity of the property. Staff have evaluated the future land use plan and determined that a 90 acre park is not feasible or necessary for the City to obtain. Through the Area Planning process, the future land use plan was re-evaluated and parkland was rightsized based on the proposed residential land use. Therefore, the rezone is based on the area planning efforts which anticipated an addition to the South Sports Complex and another park on the west side of the development.

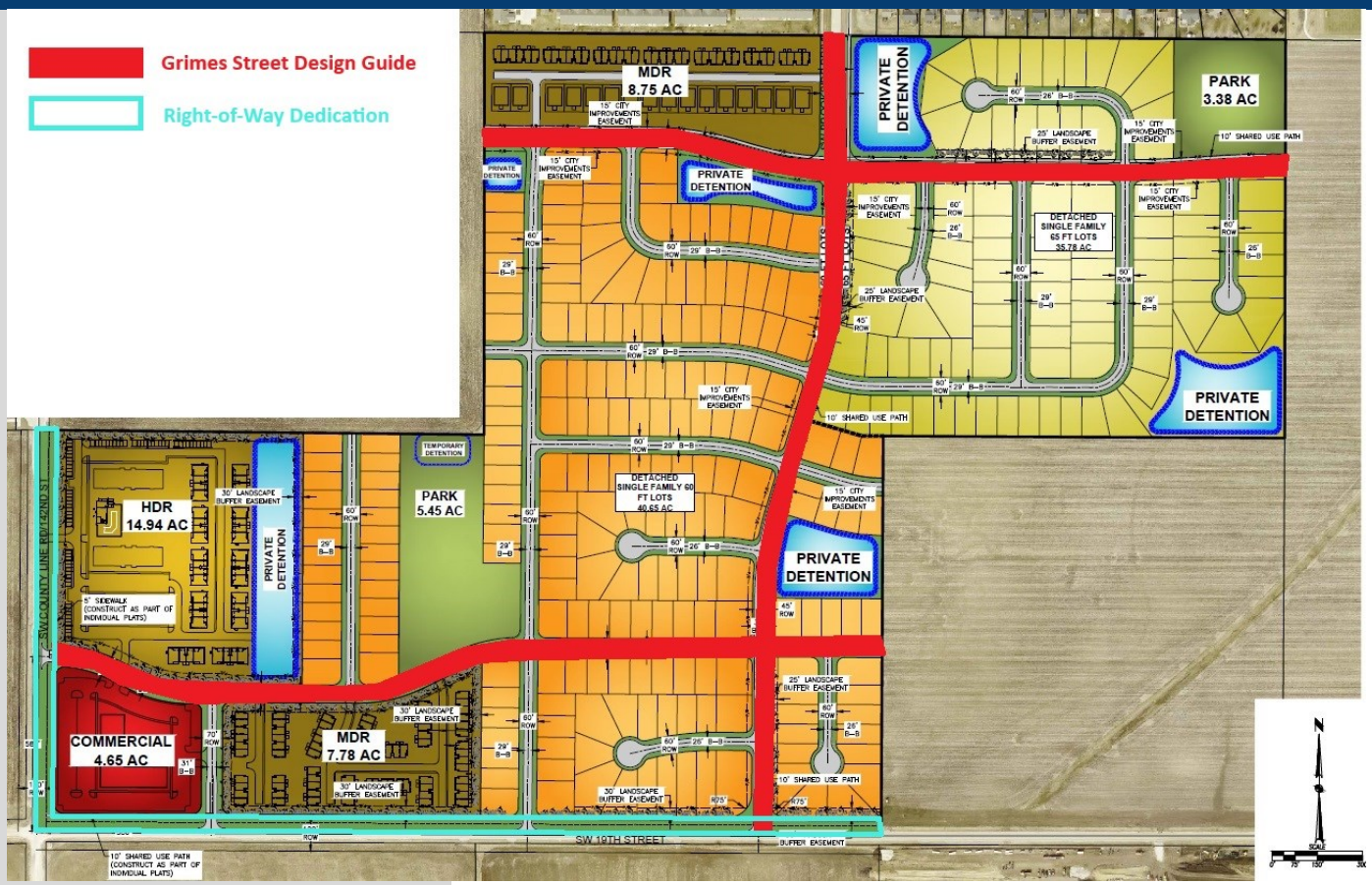
The rezone proposal plans to dedicate 8.83 acres for parkland, generally consistent with the area plan, and to provide fee in lieu for the remaining 2.77 acres of required parkland dedication. The Parks and Recreation Advisory Board provided a recommendation of approval for the proposed parkland dedication and fee in lieu. The fee will be used to make improvements to the parks in the development.

Area Plan Future Land Use

The rezone proposal is based consistent with the area plan land use to provide commercial and medium-density residential at the intersection of SW County Line Road and SW 19th Street, and single-family for a majority of the balance of the development.

The rezone proposal does include an area of high-density residential along SW County Line Road that is not shown on the land use plan. However, the land use is compatible for the area and does not change the overall character of the development.

Relation to Studies & Legal



RELATION TO STUDIES/PROJECTS

Grimes Street Design Guide

- SW 11th Street Extension
- SW Brookside Drive Extension
- East/west connection from SW County Line Road to S James Street

Water Systems Study

- Water main has been installed along SW 19th Street and SW County Line Road to provide water for the development

19th Street Sanitary

- Sanitary has been constructed along SW 19th Street to the eastern boundary of the development

Legal

A Zoning Change and Development Agreement will be established as part of the rezoning to establish zoning standards for the development and responsibilities for public improvements.

The development is subject to the 19th Street Sanitary Sewer Connection Fee District.

Right-of-way will be provided along SW 19th Street and SW County Line Road to provide 60′ to road centerline.

Rezone Concept

STREET ACCESS

- There will be multiple access points into the development from SW County Line Road, Brookside Drive, 11th Street, and SW 19th Street.

PEDESTRIAN ACCESS

- 10' trail along SW Brookside Drive, SW 11th Street, SW 19th Street, north side of the park
- 5' sidewalks all other public streets

STORMWATER

- All detention will be private.

LAND USE AREAS

- Commercial—4.65 acres
- High-Density Residential—14.94 acres, multi-family and townhomes
- Medium-Density Residential—16.53 acres, attached and detached townhomes
- Single-Family Residential—76.43 acres, traditional single-family
- Parkland—8.83 acres to be dedicated, fee in lieu for the remaining approximately 2.77 acres

Development Standards

COMMERCIAL

Permitted Uses—C-2 uses with the following exceptions: Heavy Automotive Body Repair/ Vehicle Repair, Any outdoor domesticated animal exercise areas/runs limited to normal business hours, Industrial Warehouse Facilities, Mini Storage/Self Storage Facilities, Used Car Lots, Monument Sales Yards, Retail lumber yards shall be accessory to a retail business.

Setbacks

- Front—25′
- Rear—25′
- Side—10′

Height—3 stories/45′

Architecture—60% masonry

Open Space—20%

Landscaping—1 tree per 1,000 sf required open space

HIGH-DENSITY

Permitted Uses—multi-family & townhomes

Density—18 units per acre

Setbacks

- Front—30′
- Rear—20′
- Side—10′

Dwelling Size— 500 sf

Height—4 stories/50′

Architecture—40% masonry along street, 25% all other sides

Open Space—40%

Landscaping—1 tree per 1,000 sf of required open space

MEDIUM-DENSITY

Permitted Uses—attached and detached townhomes

Lot Size—No minimum

Density—12 units per acre

Setbacks

- External Property Lines—30′
- Private Drives/Sidewalks—20′
- Sides along Private Drives/Sidewalks—10′
- Postage Stamp Lots—0′

Dwelling Size—900 sf

Height—3 stories/40′, 2 stories/35′ next to Pepperwood Glen

Garage—1-car attached up to 40% of the units, 2-car for the rest

Architecture—25% masonry on front façade and along public streets

Open Space—40%

SINGLE-FAMILY

Lot Size— 65′ lots at 8,125sf minimum, 60′ lots at 7,500 sf minimum

Dwelling Size—1,400-1,600sf for 65′ lots, 1,200-1,400sf for 60′ lots

Garage—2-car minimum

Setbacks

- Front—30′
- Secondary Front—30′
- Rear—25′
- Side 5′

Height—2 stories/35′

Landscaping—2 trees per lot

Conclusion

DEVELOPMENT STANDARDS CONTINUED

LANDSCAPE BUFFERS

- **SW County Line and SW 19th Street**—30′ buffer with 5-6′ berm
- **SW Brookside Drive and SW 11th Street**—25′ buffer with 3′ berm
- **Building Rear to Public Streets**—30′ buffer with 3′ berm when the backs of units face the public streets
- **Units Front Public Streets**—Berm and buffer is not required. Frontage plantings are increased to 2 trees per 50′
- **Buffer Quantities**— 1 overstory, 1 understory, 2 evergreen per 50 linear feet

Conclusion

A mix of commercial and residential use areas are proposed within the development, generally consistent with the area plan land use.

Landscape buffers will be provided between land use transitions where necessary and along public streets.

Right-of-way will be dedicated to the City along SW 19th Street and SW County Line Road.

Approximately 8.83 acres of parkland will be dedicated to the City as an addition to the South Sports Complex and a park on the west side of the development. Fee in lieu of dedication will be provided for the remaining 2.77 acres.

Streets within the development are consistent with the Grimes Street Design Guide and area plan.

A zoning change and development agreement will be established to outline the development standards and responsibilities for public improvements.

Some of the proposed standards, particularly for buffers, are still in discussion with the developer and will be finalized by City Council.

Staff recommends approval of the Founders Glen PUD subject to remaining staff comments.

CITY OF GRIMES
Development Services
410 SE Main St, Suite 102
Grimes, IA 50111
(515)986-4050
www.grimesiowa.gov

~~November 27, 2024~~
~~December 13, 2024~~
~~January 2, 2025~~
January 30, 2025

Civil Design Advantage
Attn: Dean Roghair
4121 BW Urbandale Drive
Urbandale, Iowa 50322

RE: Founders Glen PUD Rezoning

Dear Dean:

The Development Services Department is in receipt of a proposed Rezoning for the Founders Glen. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

1. ~~Provide $2000 rezone review fee.~~

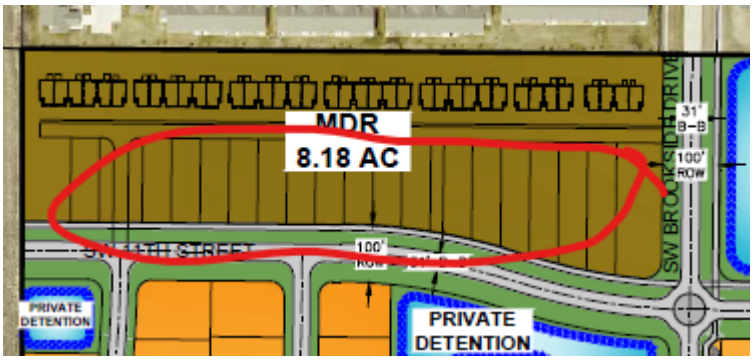
2. ~~Provide legal description in Word format of the area to be rezoned to the centerline of all streets.~~

3. ~~Provide signed rezone petition. Template provided. Provide legal description of the property for Exhibit A.~~

4. Provide rezone consent from 50.1% of the property to be rezoned. Template provided. 47% consent received

Rezone Concept:

1. Please provide concepts for the MDR, HDR and COM areas.
   ~~a. What is the proposed unit type in this area?~~



~~b. Update the concept for the south medium-density area to show access internal to the site rather than along the public streets.~~

~~2. Please note that all detention basins are to be private. No detention will be permitted in the park areas.~~

3. Please identify the required parkland based upon the ordinance. See section 13-4-5. Update calculation based on maximum density for the medium-density areas. Staff is not interested in changing the parkland dedication. We base all parkland dedication off of the maximum densities. In addition, because there is required land dedication for the development, there is not a good way to track parkland dedication to ensure the required parkland is being provided. If only fee in lieu of dedication were planned for the development, basing dedication on actual density would be possible. If the MDR and HDR areas cannot be developed at the maximum densities, reducing the maximum densities may be a solution. The fee in lieu for parkland for the high-density area can be calculated based on the site plan.

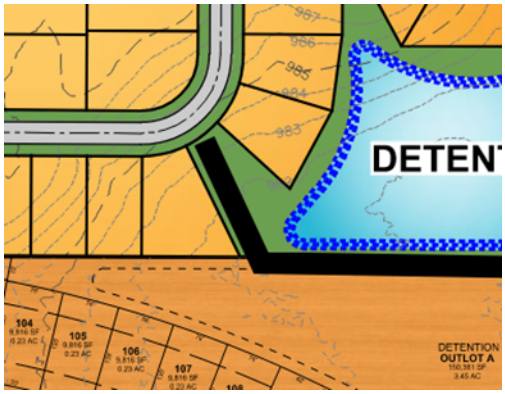
~~4. Please adjust the SW park to reflect the attached area shown below.~~

5. ~~The number of cul-de-sacs needs to be reduced. Staff would suggest focusing on the three just south of SW 11th Street or just the two near the intersection of 11th and Brookside. Please keep access points away from the intersection and shift access to the side streets rather than the main corridors.~~

6. ~~Please identify SW 11th and SW Brookside Drive as 3 lane road section (39-foot b/b).~~

7. ~~Revise commercial access to 600-foot spacing.~~

8. ~~Please provide a trail connection from the street, through the SE detention area as shown below. Staff will discuss.~~



9. ~~Please provide details for the various buffers throughout the development. Please note that no fences will be permitted in the landscape buffer easement.~~

10. ~~Please note and identify the intersection of SW Brookwide and SW 11th as a single-lane roundabout.~~

11. ~~Please flip the cul-de-sac access point currently west of SW Brookside Drive, just north of 19th, to the next north-south street to the west. This will remove the access to SW Brookside Drive as it approaches SW 19th Street.~~

12. ~~Consider expanding the MDR area to the north-south street, thus removing single family driveways from this area of roadway.~~

13. ~~Please adjust the two cul-de-sacs near the SW 11th and SW Brookside Drive intersection to through streets.~~

14. ~~Please remove the second cul-de-sac north of SW 19th Street, west of SW Brookside Drive, and extend to the western north-south road.~~

15. ~~Please remove the eastern-most cul-de-sac, south of SW 11th Street and loop west so the north-south street.~~

16. ~~Please note that street trees will be required with the home construction along SW 11th and SW Brookside Drive. Staff will provide a detail for this layout. Example provided.~~

17. Please increase the buffer to 50-feet between HDR and SF on the west side of the development. The buffer width at 30' is ok. We will still want a 5-6' berm but can allow the trailing edge of the berm on the high-density side to be located outside of the easement area. However, all plantings will still need to be placed within the easement area. Staff will look at Waukee Crossing and provide feedback. Buffer requirements are revised to provide options based on use and setback.

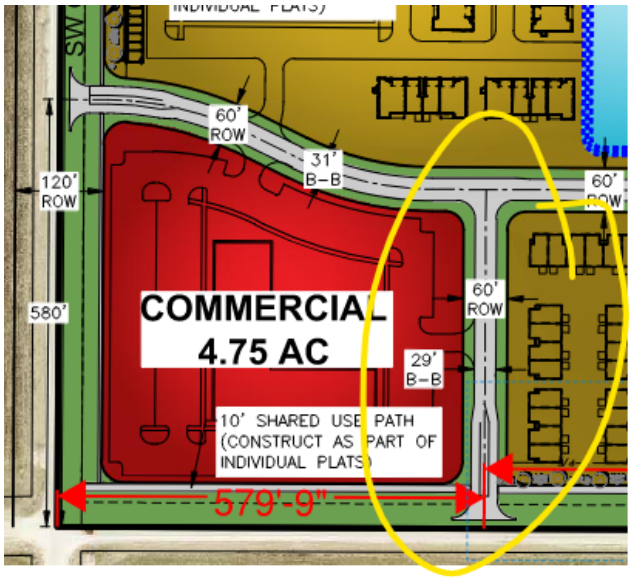
18. ~~All access points to SW 19th Street and SW County Line Road are to be 3-lane intersections. The two eastern access points along SW 19th St do not have to be shown as 3-lane at the intersection. The intersection at Brookside will be a future roundabout.~~

19. ~~Trail to be provided along the north side of SW 19th Street.~~

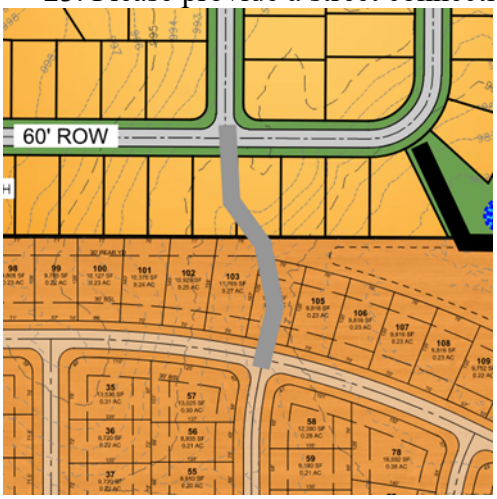
20. ~~Sidewalk to be provided along SW County Line Road.~~

21. ~~All roads other than SW Brookside, SW 11th and the first east-west street (until the north-south street from 19th) shall be 29-foot b/b. Cul-de-sacs may be 26-foot b/b. Revise 11th St to 37' B/B.~~

22. ~~The east-west street from County Line to the first north-south street from 19th St shall be 31-foot b/b. Provide 70' ROW for this section. The north/south section should also be 70' ROW with 31' B/B.~~



~~23. Please provide a street connection to Harvest Pointe as shown below.~~



~~24. Remove the current parkland note. Trails and sidewalks do not count toward parkland dedication.~~

~~25. Revise the berm height note. 6' berms to be required for all buffers along public streets. Minimum 3' berms for buffers between SF and MDR/HDR areas. Please remove the note or update to match the buffer requirements in the development agreement.~~

~~26. Medium density bulk regulations~~

~~a. Revise to 1 space/5 units for visitor parking.~~

~~b. Revise minimum open space to 40%.~~
~~c. Revise height to 40' maximum~~
~~d. Staff is fine with allowing 1-car garages but should be permitted for a percentage of the units. Please provide the proposed mix of 1 and 2 car garages.~~

~~27. High density bulk regulations~~
~~a. Revise minimum open space to 40%.~~

~~28. Revise the building side yards for attached townhomes to be 20', not 14'. Update to 16' to meet base code requirement.~~

~~29. Please provide example residential products that are anticipated for the medium density areas. Examples were not included with the submittal.~~

~~30. For proposed zoning, please list R-4 (PUD) instead of "PUD".~~

31. Provide an 8' trail on the south side of the street from the park to the trail along SW Brookside Drive. Please show the trail on the concept plan. Trail in this area is no longer required due to existing trail networks and to avoid trails in front yards.

~~32. Adjust the single-family development into two types and areas. Please label the lots on the east side of Brookside Dr as 65' wide lots and the lots on the west side of Brookside Dr as 60' wide lots. Based on the measurements of the lots, this does not appear to conflict with the proposed concept plan. The two single-family lot categories have been added to the development agreement.~~

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 20, 2024
(1 PDF of Rezoning Map and Concept Plan)

PLANNING & ZONING: January 7, 2025, at 5:30

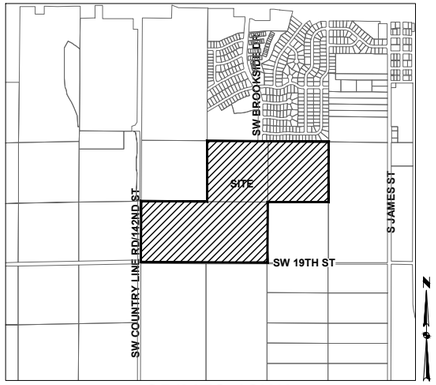
COUNCIL MEETING: February 11, 2025, at 5:30

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

VICINITY MAP



GRIMES, IOWA

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 ROGHAIR
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH. (515) 369-4400
EMAIL. DEANR@CDA-ENG.COM

ZONING:

EXISTING: A-1 (AGRICULTURE DISTRICT)

PROPOSED: R-4 (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.

BUFFER REQUIREMENTS

- BUFFERING TO BE PROVIDED PER DEVELOPMENT AGREEMENT.
- BERMING TO BE PROVIDED PER DEVELOPMENT AGREEMENT.
- NO FENCES WILL BE PERMITTED IN THE LANDSCAPE BUFFER EASEMENT
- STREET TREES WILL BE REQUIRED WITH HOME CONSTRUCTION ALONG SW 11TH ST AND SW BROOKSIDE DR.

PARKLAND DEDICATION

PARKLAND REQUIRED = 6.5 ACRES/1000 RESIDENTS = 0.0065 ACRES/RESIDENT

SINGLE FAMILY = 3 RESIDENTS/LOT X 320 LOTS = 960 RESIDENTS

MEDIUM DENSITY (16.53 AC – 12.0 UNITS/ACRE MAX)
= 2 RESIDENTS/UNITS X 198 UNITS = 396 RESIDENTS

HIGH DENSITY (14.94 AC – 18.0 UNITS/ACRE MAX)
= 1.75 RESIDENTS/UNIT X 268 UNITS = 469 RESIDENTS

* TOTAL PARKLAND REQUIRED = 1,825 RESIDENTS X 0.0065 ACRES/RESIDENT
= 11.86 ACRES

TOTAL PARKLAND PROVIDED = 8.65 ACRES

* NOTE:

TOTAL AMOUNT OF PARKLAND REQUIRED IS BASED ON MAXIMUM DENSITY BEING PROVIDED IN THE MEDIUM AND HIGH DENSITY RESIDENTIAL AREAS. ACTUAL AMOUNT REQUIRED FOR THE HIGH DENSITY RESIDENTIAL AREA WILL BE BASED ON ACTUAL UNITS SHOWN IN THE SITE PLAN.

FEE IN LIEU OF LAND WILL BE PROVIDED FOR ANY SHORTAGE.

BULK REGULATIONS:

SINGLE-FAMILY RESIDENTIAL (60 FT LOTS):
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 = 7,500 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)
= 20% OF FRONT FACADE SHALL BE BRICK, STONE OR MASONRY.

DENSITY = 222 LOTS

SINGLE-FAMILY RESIDENTIAL (65 FT LOTS):
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 = 65 FT (+20 FT CORNER LOTS)
MIN LOT AREA = 8,125 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)
= 20% OF FRONT FACADE SHALL BE BRICK, STONE OR MASONRY.

DENSITY = 98 LOTS

MEDIUM-DENSITY RESIDENTIAL:
AREA = 16.53 AC
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) = 16 FT

MIN DWELLING SIZE = 900 SF
MAX BUILDING HEIGHT = 40 FT (3 STORIES)
MIN LOT AREA = NONE (POSTAGE STAMP LOTS ALLOWED)
GARAGE = 1 CAR MINIMUM ON 40% MAX UNITS (OTHERS 2 CAR MIN.)
VISITOR PARKING = 1 SPACE/5 UNITS
MIN OPEN SPACE = 40%
LANDSCAPING = 1 TREE / 1,000 SF OF OPEN SPACE REQUIRED
MAX DENSITY = 12.0 UNITS/ACRE
MAX UNITS = 198 UNITS

BUILDING MATERIALS = VINYL SIDING IS PERMITTED (MIN. 42 MM)
= 20% OF FRONT FACADE SHALL BE BRICK/STONE/MASONRY/NICHIHA MATERIALS.
= ELEVATIONS SHALL VARY IN COLOR, SIDING TEXTURES AND BRICK/STONE/MASONY/NICHIHA MATERIALS

HIGH-DENSITY RESIDENTIAL:
AREA = 14.94 AC
SETBACKS:
FRONT PERIMETER = 30 FT
REAR PERIMETER = 20 FT
SIDE PERIMETER = 10 FT

BUILDING SEPARATION = 16 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
OFF-STREET PARKING SHALL BE PROVIDED IN ACCORDANCE WITH GRIMES ZONING ORDINANCE.

MIN OPEN SPACE = 40%

LANDSCAPING = 1 TREE / 1,000 SF OF OPEN SPACE REQUIRED

MAX DENSITY = 18.0 UNITS/ACRE
MAX UNITS = 268 UNITS

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/NICHIHA MATERIALS (20% NON PUBLIC RIGHT-OF-WAY FACING FACADES)

COMMERCIAL:
AREA = 4.65 AC
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 = 16 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

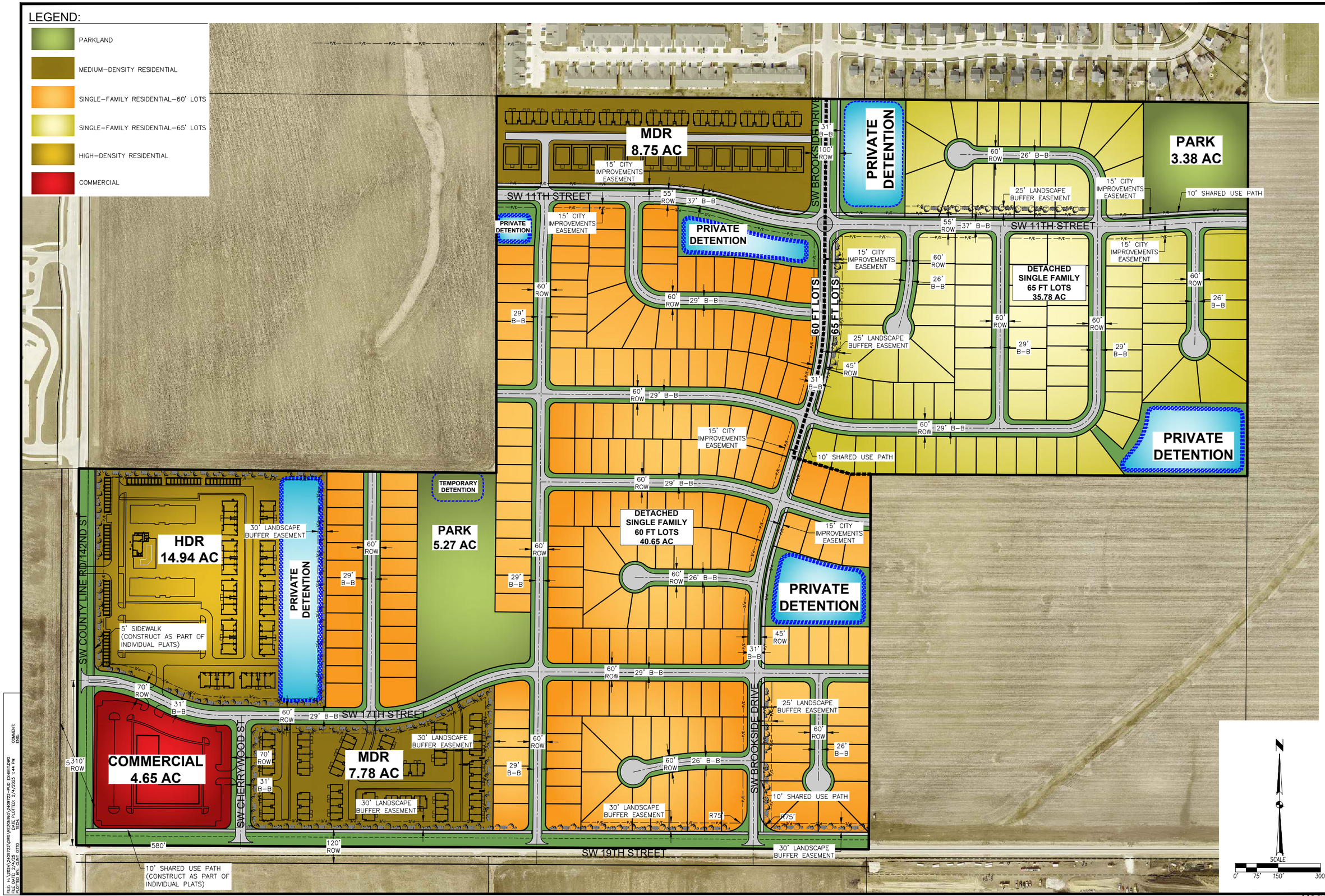
REVISIONS	DATE
THIRD SUBMITTAL	02/04/2025
SECOND SUBMITTAL	12/13/2024
FIRST SUBMITTAL	11/11/2024

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: JMM TECH: CWO
CIVIL DESIGN ADVANTAGE
GRIMES, IOWA

FOUNDERS GLEN
PUD EXHIBIT

1/2
2409.722

FILE: N:\2024\2409722\DWG\REZONING\2409722-PUD EXHIBIT.DWG
PLOT DATE: 2/4/2025 LAYOUT: 1
PLOTTED BY: JARED MURRAY TECH:
COMMENT:
ENG:



REVISIONS	DATE
THIRD SUBMITTAL	02/04/2025
SECOND SUBMITTAL	12/13/2024
FIRST SUBMITTAL	11/11/2024

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: JMM | TECH: CWO

CIVIL DESIGN ADVANTAGE
GRIMES, IOWA

FOUNDERS GLEN
PUD EXHIBIT

2 / 2

2409.722

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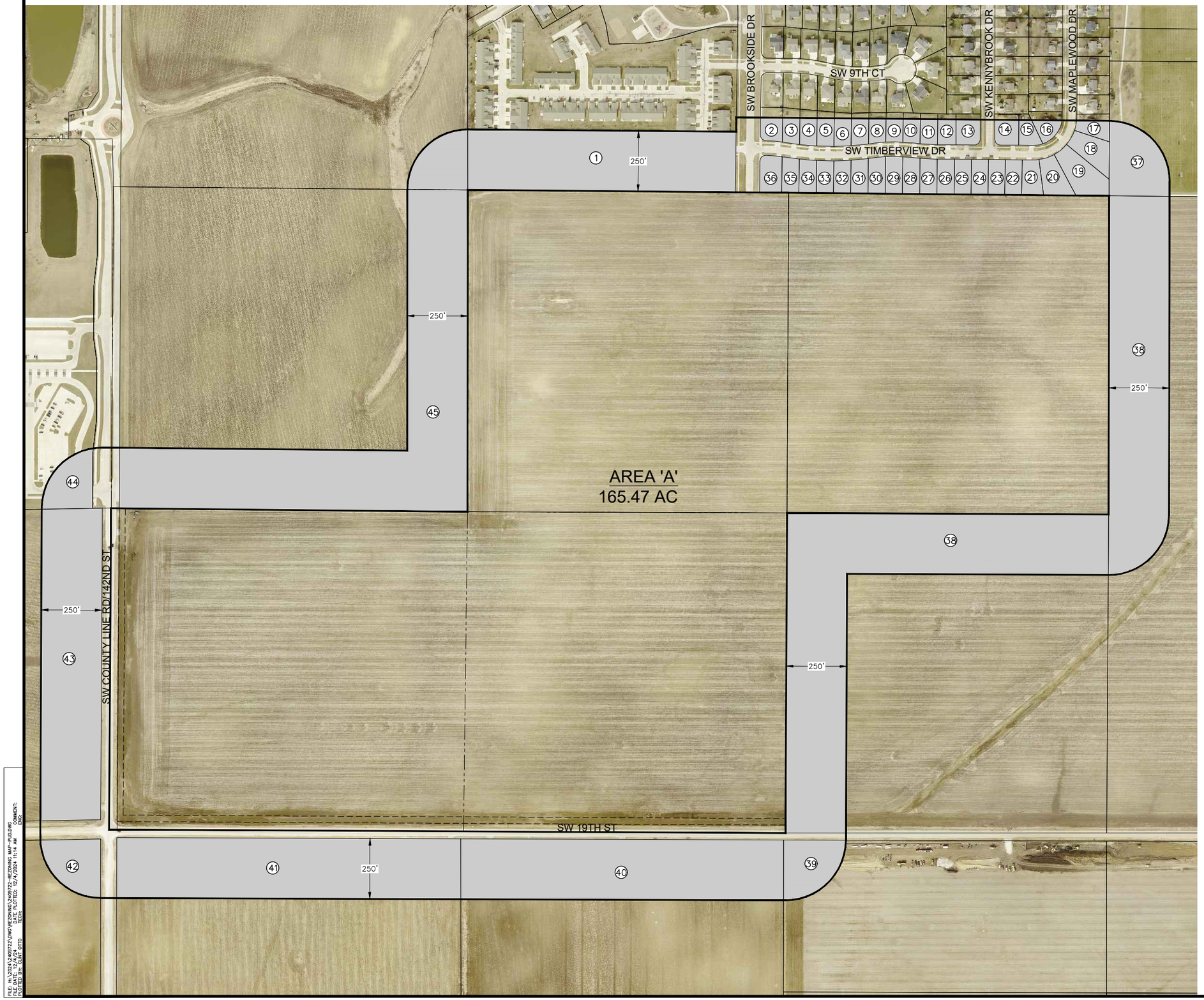
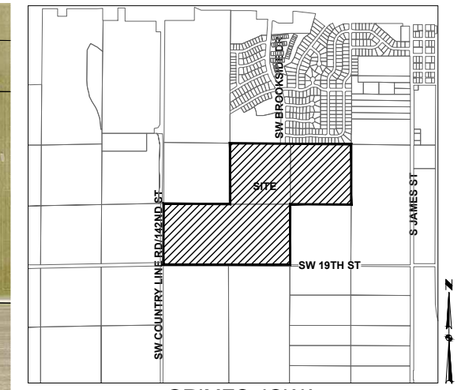


VICINITY MAP



GRIMES, IOWA

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 ROGHAIR
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH. (515) 369-4400
EMAIL. DEANR@CDA-ENG.COM

ZONING:

EXISTING: A-1 (AGRICULTURE DISTRICT)

PROPOSED: PUD

REZONING 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.

N

SCALE
0' 100' 200' 400'

REVISIONS	DATE
SECOND SUBMITTAL	XX/XX/XXX
FIRST SUBMITTAL	11/11/2024

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: JMM | TECH: CWO

CIVIL DESIGN ADVANTAGE

GRIMES, IOWA

FOUNDERS GLEN
PUD REZONING MAP

1/2

2409.722

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PLOTTED BY: CLINT OTTO TECH: ENG:

ADJACENT OWNERSHIP:

	Area (ac.)	Area (%)	CONSENTING
1. PEPPERWOOD GLEN APARTMENTS 820 SW PRESCOTT LN GRIMES, IA 50111	6.35	7.88%	
2. BRANDON CHARLTON 917 SW TIMBERVIEW DR GRIMES, IA 50111	0.20	0.25%	
3. MICHAEL & DANIELLE KIST 913 SW TIMBERVIEW DR GRIMES, IA 50111	0.17	0.21%	
4. ALEXANDER & STEPHANIE LYNCH 909 SW TIMBERVIEW DR GRIMES, IA 50111	0.18	0.22%	
5. JAMISON & STACI HOY 905 SW TIMBERVIEW DR GRIMES, IA 50111	0.19	0.24%	
6. ALYSSA & ZACHARY MCMILLEN 901 SW TIMBERVIEW DR GRIMES, IA 50111	0.19	0.24%	
7. MICHAEL & MOLLY KREMER 813 SW TIMBERVIEW DR GRIMES, IA 50111	0.18	0.22%	
8. BRANDON & MEGHAN JONES 809 SW TIMBERVIEW DR GRIMES, IA 50111	0.16	0.20%	
9 ANDREW & STEPHANIE LYONS 805 SW TIMBERVIEW DR GRIMES, IA 50111	0.16	0.20%	
10. JASON HAINES 801 SW TIMBERVIEW DR GRIMES, IA 50111	0.16	0.20%	
11. ERIC & JENNIFER CONNOR 709 SW TIMBERVIEW DR GRIMES, IA 50111	0.17	0.21%	
12. KATIE & TYSON MCCRORY 05 SW TIMBERVIEW DR GRIMES, IA 50111	0.19	0.24%	
13. DAWNELEL & MATTHEW WURTZ 701 SW TIMBERVIEW DR GRIMES, IA 50111	0.24	0.30%	
14. DANYALE & JOHN BOARDMAN 605 SW TIMBERVIEW DR GRIMES, IA 50111	0.24	0.30%	
15. ELLEN LISKA 601 SW TIMBERVIEW DR GRIMES, IA 50111	0.18	0.22%	
16. HEATHER HENNICK 908 SW MAPLEWOOD DR GRIMES, IA 50111	0.17	0.21%	
17. VIRGINIA BARTENHAGEN & BRAXTON LYDON 909 SW MAPLEWOOD DR GRIMES, IA 50111	0.21	0.26%	
18. JAMES & PAULA GROVE 1001 SW MAPLEWOOD DR GRIMES, IA 50111	0.43	0.53%	
19. DEBORAH & ROGER MURPHY 1005 SW MAPLEWOOD DR GRIMES, IA 50111	0.71	0.88%	
20. KURT LEFEBVRE 1009 SW MAPLEWOOD DR GRIMES, IA 50111	0.37	0.46%	
21. MICHALE P KLONGLAN 604 SW TIMBERVIEW DR GRIMES, IA 50111	0.27	0.33%	
22. NICHOLAS JOSEPH JR & NICOLE MARIE LUCAS 608 SW TIMBERVIEW DR GRIMES, IA 50111	0.23	0.29%	
23. ERICA RITTGERS & MARK SCHULZ 612 SW TIMBERVIEW DR GRIMES, IA 50111	0.23	0.29%	
24. HYUN CHOI & DAE KIM 700 SW TIMBERVIEW DR GRIMES, IA 50111	0.23	0.29%	
25. HEATHER & JONATHAN PALMER 704 SW TIMBERVIEW DR GRIMES, IA 50111	0.23	0.29%	
26. COLLIN CHRISTENSEN & KRISTA GERKE 708 SW TIMBERVIEW DR GRIMES, IA 50111	0.24	0.30%	
27. CHRISTOPHER & KRISTEN MCCASLIN 712 SW TIMBERVIEW DR GRIMES, IA 50111	0.24	0.30%	
28. KEVIN WALDRON 800 SW TIMBERVIEW DR GRIMES, IA 50111	0.25	0.31%	
29 AIDA & NERMIN MUSIC 804 SW TIMBERVIEW DR GRIMES, IA 50111	0.25	0.31%	
30. ELIZABETH & JUSTIN SCHARF 808 SW TIMBERVIEW DR GRIMES, IA 50111	0.24	0.30%	
31. SAM GRAVING & MONICA WITZMAN 812 SW TIMBERVIEW DR GRIMES, IA 50111	0.23	0.29%	
32. LYNDSEY VANDELLO & DAVID ZOBRIST 900 SW TIMBERVIEW DR GRIMES, IA 50111	0.22	0.27%	
33. JEFFERY SMITH 904 SW TIMBERVIEW DR GRIMES, IA 50111	0.22	0.27%	
34. GARY & MAUREEN MORINVILLE 908 SW TIMBERVIEW DR GRIMES, IA 50111	0.22	0.27%	
35. ALEXANDRA & RYAN DAKE 912 SW TIMBERVIEW DR GRIMES, IA 50111	0.24	0.30%	
36. JOK MACH & KUOT MANYOK 916 SW TIMBERVIEW DR GRIMES, IA 50111	0.32	0.40%	
37. CITY OF GRIMES 750 S JAMES ST GRIMES, IA 50111	1.48	1.84%	
38. EBH INC 801 WARRENVILLE RD, SUITE 150 LISLE, IL 60532	22.47	27.87%	27.87%
39. HORIZON ADVISORS LC 1350 NW 138TH ST STE 450 CLIVE, IA 50325	1.17	1.45%	
40. MARCO PROPERTIES LLC 6000 DOUGLAS AVE STE 210 DES MOINES, IA 50322	7.66	9.50%	
41. EDWARD & TERESA SHAFER 32344 220TH ST GRIMES, IA 50111	8.16	10.12%	
42. DENNIS BOHROFEN 801 SW JAZZWOOD DR GRIMES, IA 50111	1.08	1.34%	
43. DONALD WALLACE 209 NW SUNSET LN GRIMES, IA 50111	7.39	9.17%	
44. DALLAS CENTER-GRIMES COMMUNITY SCHOOL DISTRICT PO BOX 680 2405 W 1ST STREET GRIMES, IA 50111	0.92	1.14%	
45. BRODERICK FAMILY TRUST 14172 NW 70TH AVE GRIMES, IA 50111	15.59	19.34%	
TOTAL:	80.63	100.00%	27.87%

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PLOTTED BY: CLINT OTTO TECH: ENG:

REVISIONS	DATE
SECOND SUBMITTAL	XX/XX/XXX
FIRST SUBMITTAL	11/11/2024

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: JMM | TECH: CWO

CIVIL DESIGN ADVANTAGE
GRIMES, IOWA

FOUNDERS GLEN
PUD REZONING MAP

2/2

2409.722

ORDINANCE #794

AN ORDINANCE AMENDING THE GRIMES OFFICIAL ZONING MAP, PURSUANT TO THE CODE OF ORDINANCES SECTION 12-3-5 TO PROVIDE FOR THE FOLLOWING REZONING REQUEST FOR FOUNDERS GLEN PUD AND ASSOCIATED ZONING CHANGE AND DEVELOPMENT AGREEMENT

SECTION 1. PURPOSE. This Ordinance is to amend the Official Zoning Map and the Comprehensive Land Use Map by rezoning approximately 165.47 acres legally described on Exhibit A (the "Property") from A-1 (Agricultural District) to R-4 (Planned Unit Development District).

SECTION 2. ADDITIONAL ZONING RESTRICTIONS. As part of this Ordinance and the rezoning established herein, certain permanent conditions and restrictions are hereby imposed upon the Property, which conditions and restrictions are in addition to existing regulations for the R-4 Classification. Said restrictions are set forth in the Zoning Change and Development Agreement (the "Agreement") by and between the City of Grimes, Iowa, and Grimes Square, LLC. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City of Grimes, Iowa; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor. All such conditions and restrictions are established, and such Agreement executed and entered into, pursuant to and in accordance with the provisions of Section 414.5 of the 2025 Code of Iowa, as amended.

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 and approved by the City Council on this ____ day of _____, 2025.

ATTEST:

_____
Scott Mikkelsen, Mayor

_____
Rachel Greving, City Clerk

Exhibit A

Legal Description of Property

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.

FOUNDERS GLEN PUD
ZONING CHANGE AND DEVELOPMENT AGREEMENT

THIS ZONING CHANGE AND DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 5th day of February, 2025, by and between the City of Grimes, IOWA, a municipal corporation (the "City") and Grimes Square, LLC (the "Developer"), collectively referred to herein as ("the Parties");

WHEREAS, Property Owner owns certain real property located within the corporate limits of the City which is legally described on Exhibit "A", attached hereto (the "Property"), which Property is presently zoned A-1; and

WHEREAS, the Property Owner has submitted a master plan prepared by Civil Design Advantage, identifying the Property to be developed as a mixed-use neighborhood as set forth in Exhibit "B", attached hereto (the "Master Plan"); and

WHEREAS, the City and Property Owner now desire that the Property be rezoned from A-1 to R-4 (PUD), prior to development in accordance with, and in consideration of, the provisions of this Agreement and Section 414.5 of the Iowa Code; and

WHEREAS, Property Owner and the City wish to set forth their agreements with respect to the conditions and restrictions which will arise with respect to the Property as a result of such rezoning and development.

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

1) Rezoning. The property shall be rezoned from A-1 to R-4 (PUD).

2) Master Plan. As required by the PUD regulations, the Property Owner has submitted a master plan, as shown on Exhibit "B", in conjunction with the Property Owners request for rezoning to PUD to allow for the development of the property for a commercial and mixed residential neighborhood, referred to herein as the Founders Glen PUD Development. The overall intent of the neighborhood is to provide reasonable accommodation for development and integrating pedestrian facilities with the edges of the development. The Property Owner agrees that the development of the property shall be consistent with the master plan and shall satisfy the following requirements. Any area not addressed within this development agreement shall follow the City of Grimes Zoning Ordinance.

   a) Phasing of Subdivision. It is understood that the Property Owner intends to phase the development of the property, and that the Property Owner agrees to obtain

approval from the City of a Final Plat, which subdivides all the Property into lots and outlots (referred to herein individually as a "Lot" or collectively as the "Lots").

b) Site Plans Required. Property Owner agrees that preliminary plats and site plans will be required for the proposed improvements within each subdivision or lot. Preliminary Plats shall include sufficient details to ensure that the minimum development standards for the Property can be achieved.

3) Development Intent. Located at the northeast corner of SW 19th Street and SW County Line Road, the Founders Glen Development will consist of a mix of residential dwellings, public parks, and neighborhood oriented commercial uses. Each use area is further described as follows.

a) Single-Family Residential. Areas designated as Single-Family Residential are intended for traditional stand-alone single-family lots. No townhomes, multi-family units or commercial uses of any kind will be allowed in these areas. Driveways are to be street loaded and built with attached garages. All construction shall conform to the Architectural Standards as set forth in this document and be reviewed by the City of Grimes.

b) Medium-Density Residential. Areas designated as Medium-Density Residential are intended for traditional attached dwelling units. No single-family, multi-family, or commercial uses of any kind will be allowed in these areas. Detached dwellings are considered acceptable, provided they are constructed with the benefit of an owner's association. Driveways are to be connected to the private streets and constructed with attached garages. All construction shall conform to the Architectural Standards as set forth in this document and be reviewed by the City of Grimes.

c) High-Density Residential. Areas designated as High-Density Residential generally are intended for multi-family and townhome dwelling units. No single-family or commercial uses of any kind will be allowed in these areas. All construction shall conform to the Architectural Standards as set forth in this document and be reviewed by the City of Grimes.

d) Commercial. Areas designated as Commercial are intended to be located along SW 19th Street and SW County Line Road and provide support services for the adjoining residential developments. This area is intended to be developed in a traditional suburban commercial format. Buildings within the Commercial area shall conform to standards within this document and be reviewed by the City of Grimes.

4) Single-Family Residential Regulations. This area is intended to accommodate the construction of single-family dwelling units. The following regulations shall be applicable to any area identified as Single-Family, as generally shown on the Master Plan.

a) Single-Family 65' Wide Lots.

(i.) Lot Dimensions. A minimum lot width of sixty-five (65) feet, and a minimum lot area of eight thousand one hundred twenty-five (8,125) square feet shall be provided.

(ii.) Minimum Dwelling Size. Single-story dwellings shall have a main floor finished area of not less than one thousand four hundred (1,400) square feet. All multi-level dwellings, including but not limited to split-levels, one and one-half story dwellings, two-story dwellings, and dwellings having more than two stories shall have an above grade finished floor area of not less than one thousand six hundred (1,600) square feet. Basement or partial subgrade level square footage may not be counted towards minimum finished area.

(iii.) Garage. A minimum two (2) car attached garage shall be provided for every lot.

b) Single-Family 60' Wide Lots.

(i.) Lot Dimensions. A minimum lot width of sixty (60) feet, and a minimum lot area of seven thousand five hundred (7,500) square feet shall be provided.

(ii.) Minimum Dwelling Size. Single-story dwellings shall have a main floor finished area of not less than one thousand two hundred (1,200) square feet. All multi-level dwellings, including but not limited to split-levels, one and one-half story dwellings, two-story dwellings, and dwellings having more than two stories shall have an above grade finished floor area of not less than one thousand four hundred (1,400) square feet. Basement or partial subgrade level square footage may not be counted towards minimum finished area.

(iii.) Garage. A minimum two (2) car attached garage shall be provided for every lot.

c) Setbacks. The following setbacks shall apply to all units:

(i.) Front Yard – Thirty (30) Feet

(ii.) Secondary Front Yard – Thirty (30) Feet

(ii.) Rear Yard – Twenty-five (25) Feet

(iii.) Side Yard – Five (5) Feet

A two (2) foot projection for non-habitable space is permitted, however the projection shall meet all applicable building/fire code standards.

d) Height. The maximum height of any building shall be two (2) stories above grade (35-Feet maximum).

e) Building Materials. All homes within the single-family areas shall be constructed with vinyl siding or a cementitious siding material with a fifty (50) year warranty (i.e.: similar to James Hardi Plank or LP Smart Side siding) and architectural grade asphalt shingles. A minimum of twenty percent (20%) of the front façade shall be clad in brick/stone or masonry. Stucco shall not be considered a similar masonry material. The single-family dwellings should be designed in a way that compliments the architecture of the dwellings within the neighborhood. More specifically, attempts to include front porches, dormers and other decorative treatments shall be made. Repetition of front facades shall be discouraged. Buildings are encouraged to be designed in a manner that does not cause the garage to protrude from the living space and become the main focus from the street, but rather to design the buildings with living space in line with the garage or of comparable width to the garage to reduce the overall presence of the garage.

f) Corner Lots. The lot shall be wide enough to support a thirty (30) foot secondary front yard that provides adequate space for the homeowner to enjoy. Typically, this minimum width to support this should not be less than eighty-five (85) feet.

g) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structure and shall be in conformance with the Grimes Zoning Ordinance.

h) Landscaping (Interior Lots). All dwellings shall provide a minimum of two (2) trees per lot, with at least one (1) tree being planted in the front yard. These plantings are in addition to the required buffer plantings.

i) Landscaping (Dual Frontage Lots). All lots with secondary frontage along SW Brookside Drive and SW 11th Street shall provide a minimum of two (2) trees per lot planted between the sidewalk and curb along the side street to act as street trees. Street trees shall be a combination of diverse species with no more than five (5) trees of a similar species in a single group.

5) Medium-Density Residential Regulations. This area is intended to accommodate the construction of attached or detached dwelling units. The following regulations shall be applicable to any area identified as Medium-Density Residential, as generally shown on the Master Plan.

a) Lot Dimensions. No minimum lot dimensions shall apply. Postage Stamp lot development is permitted.

b) Density. The maximum density within the Medium-Density Residential area shall be twelve (12) units per acre.

c) Setbacks. The following setbacks shall apply to all units:

(i.) All External Property Lines – Thirty (30) Feet

(ii.) Postage Stamps Lots – Zero (0) Feet

(iii.) Buildings Faces with Driveways – Twenty (20) Feet from Private Street or Private Sidewalk

(iv.) Building Faces with No Driveways along the Private Street – Ten (10) Feet from Private Street or Private Sidewalk

(v.) Building Separation – Sixteen (16) Feet Between Building Groups

A two (2) foot projection for non-habitable space is permitted, however the projection shall meet all applicable building/fire code standards.

d) Minimum Dwelling Size. All dwellings shall have a total finished area of not less than nine hundred (900) square feet, exclusive of garage area. Basement or partial subgrade level square footage may not be counted towards minimum finished area.

e) Height. The maximum height of any building shall be three (3) stories above grade (40-Feet maximum). For units that abut the Pepperwood Glen development, the maximum height of any building shall be two (2) stories above grade (35-Feet maximum).

f) Garage. A minimum one (1) car attached garage shall be provided for no more than forty percent (40%) of the units. The remainder of the units shall have a minimum two (2) car attached garage.

g) Parking. Visitor Parking shall be provided in accordance with the Grimes Zoning Ordinance.

h) Building Materials. All units shall be constructed with combinations and varying sizes of horizontal and lap siding and architectural grade asphalt shingles. A minimum of twenty-five percent (25%) of the front façade of the buildings shall be clad in brick/stone or masonry. For those buildings that orient front doors towards a public street, a minimum of twenty-five percent (25%) of the façade facing the public street and the façade facing the private street shall be clad in brick/stone or masonry. Comparable alternatives, such as Nichiha fiber cement panels (or similar product) shall be considered a viable substitute for brick/stone or masonry. The units should be designed in a way that compliments the architecture of the dwellings within the area. More specifically, attempts to include front porches, dormers and other decorative treatments shall be made. Buildings should avoid flat plane construction and incorporate offsets of three (3) inches. Repetition of front facades shall be discouraged, and a minimum of two (2) elevation variations shall be provided that include varying colors and/or materials.

i) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structure and shall be in conformance with the Grimes Zoning Ordinance.

j) Open Space. A minimum of forty percent (40%) open space shall be provided.

k) Landscaping. A minimum of one (1) tree per one thousand (1,000) square feet of required open space shall be provided.

One (1) overstory tree is required for every fifty (50) feet of lot frontage. Trees shall be a combination of diverse species with no more than five (5) trees of a similar species in a single group.

The perimeter of all parking lots located along interior side and rear lot lines shall be planted with evergreen shrubs to screen headlights from neighboring properties.

Required frontage trees and buffer trees may count towards the required open space trees, however all terminal parking lot islands shall be landscaped with trees, except when utility conflicts exist.

Foundation plantings shall be provided along facades facing the public street.

l) Pedestrian. Connections from the units to a common pedestrian network shall be provided. Future accommodation for connections to public sidewalk and trails shall be planned for and constructed by the property owner or association. A five (5) foot PCC sidewalk shall be provided on at least one (1) side of any internal private street.

6) High-Density Residential Regulations. The following regulations shall be applicable to any multi-family and townhome buildings constructed within the High-Density Residential area.

a) Density. The maximum density within the High-Density Residential area shall be eighteen (18) units per acre.

b) Setbacks. The following setbacks shall apply to all units:

i) All External Property Lines – Thirty (30) Feet

ii) Postage Stamps Lots – Zero (0) Feet

iii) Buildings Faces with Driveways – Twenty (20) Feet from Private Street or Private Sidewalk

iv) Building Faces with No Driveways along the Private Street – Ten (10) Feet from Private Street or Private Sidewalk

v) Building Separation – Sixteen (16) Feet – From Building Groups

A two (2) foot projection for non-habitable space is permitted, however the projection shall meet all applicable building/fire code standards.

c). Minimum Dwelling Size.

i) Multi-family. The minimum finished floor area shall be five hundred (500)

square feet.

ii) Townhomes. All dwellings shall have a total finished area of not less than nine hundred (900) square feet, exclusive of garage area. Basement or partial subgrade level square footage may not be counted towards minimum finished area.

d) Height.

i) Multi-family. The maximum height of any standalone multi-family building shall be four (4) stories above grade or fifty (50) feet maximum.

ii) Townhomes. The maximum height of any building shall be three (3) stories above grade or thirty-five (35) feet maximum.

e) Parking. Multi-Family and townhome uses shall follow the parking and visitor parking requirements in the Grimes Zoning Ordinance. Any detached garage structures shall not face the public streets. Accommodation for bicycle parking shall be provided as part of the site design. A terminal landscaping island shall be provided at the beginning and end of every parking row. No more than twenty (20) parking spaces shall be provided without a landscaped island.

f) Building Materials.

i) Multi-Family. All units shall be constructed with a cementitious siding material with a fifty (50) year warranty (i.e.: similar to James Hardi Plank or LP Smart Side siding) and architectural grade asphalt shingles. A minimum of forty percent (40%) of the front façade facing the public streets shall be clad in brick/stone or masonry. A minimum of twenty-five percent (25%) of all other facades shall be clad in brick/stone or masonry. Comparable alternatives, such as Nichiha fiber cement panels (or similar product) shall be considered a viable substitute for brick/stone or masonry. Additionally, door and window trims shall be utilized throughout the design.

ii) Townhomes. All units shall be constructed with combinations and varying sizes of horizontal and lap siding and architectural grade asphalt shingles. A minimum of twenty-five percent (25%) of the front façade of the buildings shall be clad in brick/stone or masonry. For those buildings that orient front doors towards a public street, a minimum of twenty-five percent (25%) of the façade facing the public street and the façade facing the private street shall be clad in brick/stone or masonry. Comparable alternatives, such as Nichiha fiber cement panels (or similar product) shall be considered a viable substitute for brick/stone or masonry. The units should be designed in a way that compliments the architecture of the dwellings within the area. More specifically, attempts to include front porches, dormers and other decorative treatments shall be made. Buildings should avoid flat plane construction and

incorporate offsets of three (3) inches. Repetition of front facades shall be discouraged, and a minimum of two (2) elevation variations shall be provided that include varying colors and/or materials.

g) Façade Design. Building facades shall include a variety of architectural elements to bring the scale of the large building down to that of the adjoining single-family neighborhood. The use of dormers, cupola, and articulation of the roof is required to bring the scale of the large building down to that of the adjoining single-family neighborhoods.

h) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structure and shall be in conformance with the Grimes Zoning Ordinance.

i) Open Space. A minimum of forty percent (40%) open space shall be provided. Planned plazas, courtyards or other similar public spaces may be counted for not more than thirty (30%) percent of the required open space.

j) Landscaping. A minimum of one (1) tree per one thousand (1,000) square feet of required open space shall be provided.

One (1) overstory tree is required for every fifty (50) feet of lot frontage. Trees shall be a combination of diverse species with no more than five trees of a similar species in a single group.

The perimeter of all parking lots located along interior side and rear lot lines shall be planted with evergreen shrubs to screen headlights from neighboring properties.

Required frontage trees and buffer trees may count towards the required open space trees, however all terminal parking lot island shall be landscaped with trees, except when utility conflicts exist.

k) Pedestrian Access. Pedestrian access within the development and accessibility to the development shall be a primary site design consideration. Pedestrian access shall include strong connections from the public right of way to buildings and site features to support neighborhood connectivity. Access between buildings should also be a strong consideration during site design. A five (5) foot PCC sidewalk shall be provided on at least one side of any internal private street.

l) Signage. All signs constructed upon the site shall be in conformance with the Grimes Zoning Ordinance.

m) Outdoor Storage. No outdoor storage is permitted.

7) Commercial Regulations. This area is intended to accommodate a range of neighborhood oriented commercial uses (retail and service). Auto-oriented uses including multi-tenant retail, banks, convenience/gas and fast food are appropriate. The primary design consideration is that the uses are developed in a cohesive pattern with careful consideration of the orientation of

the buildings along SW County Line Road and SW 19th Street.

a) Permitted Uses. Any permitted use within the C-2 Zoning District shall be permitted, except for the following:

(i.) Heavy Automotive Body Repair/Vehicle Repair. Light service or repair shall be permitted.

(ii.) Any outdoor exercise areas/runs for domesticated animal boarding/kennels shall be limited to use during normal business hours.

(iii.) Industrial Warehouse Facilities

(iv.) Mini Storage/Self Storage Facilities

(v.) Used Car Lots

(vi.) Monument Sales Yards

(vii.) Retail lumber yards shall be accessory to a retail business.

b) Building Setbacks. The following setbacks shall apply to all buildings:

(i.) Front Yard – Twenty- Five (25) Feet

(ii.) Rear Yard – Twenty-Five (25) Feet

(iii.) Side Yard (External) – Ten (10) Feet

(iv.) Side Yard (Internal) – Zero (0) Feet, If the building is not constructed on the property line then five (5) Feet minimum shall be provided

(v.) Building Separation –Sixteen (16) Feet

c) Parking Setbacks. All parking lots shall have a minimum setback of ten (10) feet along public streets. For internal property lines, a minimum five (5) foot setback shall be provided, unless a shared drive is provided.

d) Parking Requirements. Off-street parking shall be provided based on the individual uses defined at the time of site plan approval in accordance with the Grimes Zoning Ordinance. A terminal landscaping island shall be provided at the beginning and end of every parking row. No more than twenty (20) parking spaces shall be provided without a landscaped island.

e) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structures and shall be in conformance with the Grimes Zoning Ordinance.

f) Open Space. A minimum of twenty percent (20%) open space shall be provided. Planned plazas, courtyards or other similar public spaces may be counted for not more than thirty percent (30%) of the required open space.

g) Landscaping. A minimum of one (1) tree per one thousand (1,000) square feet of required open space shall be provided.

One (1) overstory tree is required for every fifty (50) feet of lot frontage. Trees shall be a combination of diverse species with no more than five (5) trees of a similar species in a single group.

The perimeter of all parking lots located along interior side and rear lot lines shall be planted with evergreen shrubs to screen headlights from neighboring properties.

Required frontage trees and buffer trees may count towards the required open space trees. Foundation plantings shall be provided along facades facing the public street.

h) Pedestrian Access. Pedestrian access within the development and accessibility to the development shall be a primary site design consideration. Pedestrian access shall include strong connections from the public right of way to buildings and site features to support neighborhood connectivity. Access between buildings should also be a strong consideration during site design. A five (5) foot PCC sidewalk shall be provided on at least one (1) side of any internal private street.

i) Height. The maximum height of any building shall be three (3) stories above grade or forty-five (45) feet maximum.

j) Building Materials. Building design shall include a variety of architectural elements and materials in order to break down the massing of the large building so that its scale is compatible to the adjoining residential neighborhood. A minimum of sixty percent (60%) of the sum of the total of wall areas (exclusive of doors/windows) shall contain brick/stone, or similar concrete or masonry materials. A minimum of twenty-five percent (25%) of the primary material shall be on each wall that does not face public right-of-way. A minimum of twenty percent (20%) of the public street facing facades shall consist of glazing.

k) Facade Design. Building design shall include a variety of architectural elements, including articulation of the building face in order to break down the massing of the large building so that its scale is compatible to the adjoining residential neighborhood. The use of articulation within the roof line and building face is encouraged in order to bring the scale of the large roof structure down to that of the adjoining residential neighborhood.

l) Signage. All signs constructed upon the site shall be in conformance with the Grimes Zoning Ordinance.

m) Outdoor Storage. No outdoor storage is permitted.

8) Buffering.

a) Provision of Buffers. The provision of adequate buffering and landscaping shall be thoroughly evaluated and approved by the City of Grimes as part of the site plan approval. Additional buffer and landscaping may be required at that time in response to additional details of the use, buildings, parking, loading areas, mechanical equipment, etc. to be implemented.

b) High-Density Buffers.

i) SW County Line Road. A thirty (30) foot buffer with minimum four (4) foot tall berm shall be provided adjacent to SW County Line Road. No fences shall be permitted within the buffer easements.

ii) Public Street Frontage. A thirty (30) foot buffer with three (3) foot tall berm shall be provided along public streets when the backs of units face the public streets. If units are oriented so that the front doors are facing the public streets, a berm and buffer is not required, however the street frontage plantings shall be provided along public streets.

iii) Multi-Family Buildings Adjacent to Single-Family.

(1) If development within the High-Density area is setback one hundred (100) feet or more from the single-family area and multi-family units are constructed adjacent to the single-family, a thirty (30) foot landscape buffer with three (3) foot berm is required.

(2) If the High-Density development is setback less than one hundred (100) feet from the single-family and apartments are constructed adjacent to the single-family, a thirty (30) foot landscape buffer with four (4) foot berm is required. The buffer plantings will follow the quantities for the SW County Line Road and SW 19th Street buffers.

iv) Townhome Buildings Adjacent to Single-Family.

(1) If development within the High-Density area is setback one hundred (100) feet or more from the single-family area and townhomes are constructed adjacent to the single-family, a thirty (30) foot landscape buffer is required. A berm is optional.

(2) If development within the High-Density development area is setback less than one hundred (100) feet from the single-family area and townhomes are constructed adjacent to the single-family, a thirty (30) foot landscape buffer with three (3) foot berm is required.

c) Medium-Density Buffers. A thirty (30) foot buffer with minimum three (3) foot tall berm shall be provided along single-family development. A thirty (30) foot buffer with three (3) foot tall berm shall be provided along public streets when the backs of units face the public streets. If units are oriented so that the front doors are facing the public streets, a berm and buffer is not required, however the street frontage plantings shall be provided along public streets. A thirty (30) foot buffer with minimum four (4) foot tall berm shall be provided

along SW 19th Street. No fences shall be permitted within the buffer easements.

d) Single-Family Buffers.

(i.) SW 19th Street. A thirty (30) foot buffer with four (4) foot tall berm shall be provided along the rear yards of single-family lots that abut SW 19th Street right-of-way. No fences shall be permitted within the buffer easements.

(ii.) SW 11th Street and SW Brookside Drive. A twenty-five (25) foot buffer with minimum three (3) foot tall berm shall be provided along the rear yards of single-family lots that abut SW 11th Street and SW Brookside Drive. No fences shall be permitted within the buffer easements.

e) Buffer Landscape Quantities.

i) SW County Line Road and SW 19th Street Buffers. Buffers along SW County Line Road and SW 19th Street shall provide the following number of trees per fifty (50) linear feet of buffer: One (1) overstory tree, three (3) understory trees, and one (1) evergreen tree. Half of the required evergreen trees may be swapped for one (1) overstory tree.

ii) All Other Buffers. All other buffers shall provide the following number of trees per fifty (50) linear feet of buffer: One (1) overstory tree, two (2) understory trees and one (1) evergreen tree.

f) Berming and Screening. Buffers should be designed to achieve the maximum amount of screening of negative elements from the maximum number of viewpoints with vegetation layered to ensure adequate blockage of views and to create depth and a sense of naturalness. Care should be taken to ensure that 'thru-views' under tree canopies are adequately blocked. It is recognized that some views of businesses are desired; therefore, buffer vegetation may be clustered and situated to screen parking and drive-thrus associated with the businesses and other negative site elements such as trash enclosures, transformers, loading docks, etc.

g) Continuity. Buffers shall be designed to serve as a visual continuation of existing buffers and/or as a unifying element within the development. Buffers adjacent to streetscapes shall make a natural transition in order to be visually cohesive.

9) Lighting.

a) Parking Lot & Accent Lighting. All commercial and multi-family uses shall provide adequate lighting for the parking areas. Accent lighting shall be provided on all buildings, to accentuate the building form and architectural character.

b) Private Street Lighting. Street Lighting associated with private streets shall be provided within the Medium-Density Residential areas. All lights shall be downcast and shall not exceed twenty-five (25) feet in height. Residential decorative coach lights mounted to the

buildings can be used to provide lighting for private streets in residential areas. Floodlights are not permitted.

c) Public Street Lighting. Street lighting associated with public streets shall be standard MidAmerican Energy Street Lights and black in color.

10) Public and Site Improvements.

a) Public Improvements. Developer agrees to construct the necessary public improvements, including streets, water main, sanitary sewer, and storm sewer to serve the development. Public construction drawings shall be prepared and submitted for review and approval.

b) Public Sidewalks. Five (5) foot PCC sidewalks shall be provided on two (2) sides of all public streets. Five (5) foot sidewalk shall be provided along the east side of SW County Line Road.

c) Private Sidewalks. Five (5) foot PCC sidewalks shall be provided on at least one (1) side of all private streets.

d) Trails. A ten (10) foot trail shall be provided along the north side of SW 19th Street and SW 11th Street (except the portion along the public park on SW 11th Street), and the east side of SW Brookside Drive.

e) Construction/Bonds. All public improvements listed above shall be constructed in accordance with SUDAS and all City of Grimes standards. At the time of completion, a four (4) year maintenance bond for the public improvements shall be submitted.

f) Fees.

(i.) 19th Street Sewer Connection Fee District. A per acre fee, as required by 13-3-11 of the Grimes Code of Ordinances, is required to be provided for property within the 19th Street Sewer Connection Fee District and shall be due at the time of Final Plat approval.

(ii.) SW 19th Street. The property owner shall provide a fee in the amount of $90 per linear foot of frontage along SW 19th Street to contribute to the cost of the asphalt overlay that the City constructed on SW 19th Street. The fee payment shall be due at the time of Final Plat approval. The property owner shall have no further financial responsibility for future James Street and SW 19th Street expansions or improvements other than the required 10-foot trail along SW 19th Street frontage.

g) Street Right of Way and Easements. At the time of Final Plat, the following street right-of-way shall be granted to the City.

(i.) 55-Foot Right-of-Way with 37-Foot B/B for SW 11th Street.

(ii.) 45-Foot Right-of-Way with 31-Foot B/B for SW Brookside Drive south of SW 11th Street.

(iii.) 15-Foot City Improvement Easements on both sides of SW 11th Street and SW Brookside Drive.

(iv.) 100-Foot Right-of-Way with 31-Foot B/B for SW Brookside Drive north of SW 11th Street.

(v.) Roundabout at the intersection of SW 11th Street and SW Brookside Drive.

(vi.) 27-Foot Right-of-Way for SW 19th Street to provide 60 feet to centerline.

(vii.) 27-Foot Right-of-Way for SW County Line Road to provide 60 feet to centerline.

(viii.) Right-of-Way at the intersection of SW 19th St and SW Brookside Drive for future roundabout consistent with the conceptual roundabout layout in Exhibit C.

(ix.) 70-Foot Right-of-Way with 31-Foot B/B for SW 17th Street west of SW Cherrywood Street. Adjustments to Right-of-Way width at the intersections may be required to accommodate turn lanes and street geometry.

(x.) 70-Foot Right-of-Way with 31-Foot B/B for SW Cherrywood Street. Adjustments to Right-of-Way width at the intersections may be required to accommodate turn lanes and street geometry

(xi.) 60-Foot Right-of-Way with 29-Foot B/B for all other public streets, except cul-de-sacs which may be 26-Foot B/B.

11) Parkland Dedication. The Developer agrees to dedicate parkland shown on Exhibit B, totaling no less than 8.65 acres for the single-family and medium-density areas. The dedication shall occur with the platting of adjacent properties and street lots. The Developer has chosen to provide fee in lieu of dedicating the required parkland for the high-density area to be used by the City for future park improvements in the development. The fee in lieu will be calculated based on the site plan for the high-density area and dedicated at the time of site plan approval.

12) Transportation Mixed Use Development Corridor District Overlay. The Founders Glen Development shall not be subject to the Transportation Mixed Use Development Corridor District Overlay regulations.

13) Amendment Procedure. The terms of this Agreement may be amended by mutual agreement of the Parties hereto, following a notification process to surrounding Property Owners, a review by the Grimes Planning and Zoning Commission and a Public Hearing before the Grimes City Council.

14) Security; Lien Rights of City. In the event that the City makes any payments or incurs any costs in connection with the Improvements, which payments or costs are agreed to be paid by Property Owner pursuant to this Agreement, Property Owner hereby agrees that the City shall have a lien on the Property in the amount agreed to be paid by Property Owner. Such lien by the City shall be released by written instrument recorded upon payment in full of the amount that Property Owner is obligated to pay. In the event that such a lien arises, the parties agree that the Property subject to such lien shall not be further platted or divided and no building permits shall issue until such lien is satisfied.

15) 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, and all of the terms and conditions of this Agreement shall constitute conditions, covenants and restrictions running with the land in perpetuity for the Property; provided, however, upon the Petition of the then owner of the Property or any portion thereof, the parties hereto agree that the terms of the ordinances of the City of Grimes and the laws of the statutes and courts of the State of Iowa governing rezoning shall control the change in such zoning as to the property owned by the person so petitioning.

16) Warranty of Title. Property Owner hereby warrants to the City that Property Owner is the owner of the Property and hereby covenants to defend Property Owner's title to the Property for purposes of this Agreement.

17) Effective. This Agreement is subject to and contingent upon approval by the Grimes City Council of the rezoning of the Property in accordance with paragraph 1. In the event the Grimes City Council does not approve said zoning change, this Agreement shall be null and void.

18) Recording. This Agreement shall be recorded with the Dallas County, Iowa, Recorder, as an exhibit to the ordinance rezoning the Property and shall constitute a valid and effective agreement pursuant to the terms and conditions of Section 414.5 of the Iowa Code.

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

(SIGNATURE PAGES TO FOLLOW)

CITY OF GRIMES, IOWA

By: _____

Scott Mikkelsen, Mayor

Attest:

_____

Rachel Greving, City Clerk

STATE OF IOWA)

) ss.

COUNTY OF POLK)

On this ____day of _____, 2025, 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 Ordinance No. _____adopted by the City Council, under Roll Call of the City Council on the ____day of _____, 2025, 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 _____

PROPERTY OWNER

Grimes Square, LLC

By: Caleb Smith

Signature: [signature]

Title: Vice President

By: [signature]

Signature: [signature]

Title: VP / Assistant Secretary

STATE OF IOWA)

ss:)

COUNTY OF Dallas)

Ashley Willis-Bendixen
Commission Number 860615
My Commission Expires
November 22, 2027

On this 5th day of February, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Caleb Smith, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

[signature]

Notary Public in and for the State of Iowa
My Commission expires 11/22/27

STATE OF IOWA)

ss:)

COUNTY OF Dallas)

Ashley Willis-Bendixen
Commission Number 860615
My Commission Expires
November 22, 2027

On this 5th day of February, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared BJ Miller, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

[signature]

Notary Public in and for the State of Iowa
My Commission expires 11/22/27

Exhibit A

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

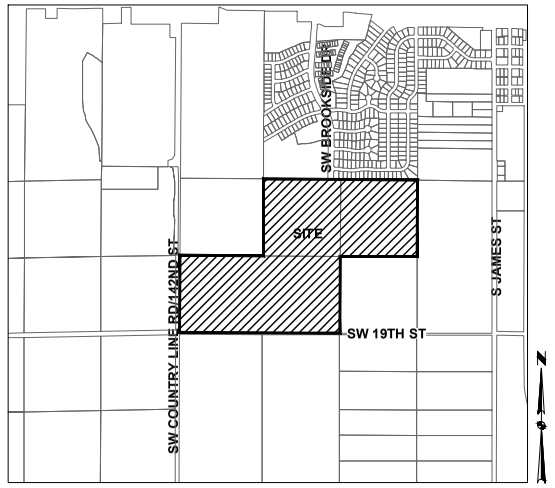
AND

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

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 ROGHAIR
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH. (515) 369-4400
EMAIL. DEANR@CDA-ENG.COM

ZONING:

EXISTING: A-1 (AGRICULTURE DISTRICT)

PROPOSED: R-4 (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.

BUFFER REQUIREMENTS

- BUFFERING TO BE PROVIDED PER DEVELOPMENT AGREEMENT.
- BERMING TO BE PROVIDED PER DEVELOPMENT AGREEMENT.
- NO FENCES WILL BE PERMITTED IN THE LANDSCAPE BUFFER EASEMENT
- STREET TREES WILL BE REQUIRED WITH HOME CONSTRUCTION ALONG SW 11TH ST AND SW BROOKSIDE DR.

PARKLAND DEDICATION

PARKLAND REQUIRED = 6.5 ACRES/1000 RESIDENTS = 0.0065 ACRES/RESIDENT

SINGLE FAMILY = 3 RESIDENTS/LOT X 320 LOTS = 960 RESIDENTS

MEDIUM DENSITY (16.53 AC – 12.0 UNITS/ACRE MAX)
= 2 RESIDENTS/UNITS X 198 UNITS = 396 RESIDENTS

HIGH DENSITY (14.94 AC – 18.0 UNITS/ACRE MAX)
= 1.75 RESIDENTS/UNIT X 268 UNITS = 469 RESIDENTS

* TOTAL PARKLAND REQUIRED = 1,825 RESIDENTS X 0.0065 ACRES/RESIDENT
= 11.86 ACRES

TOTAL PARKLAND PROVIDED = 8.65 ACRES

* NOTE:

TOTAL AMOUNT OF PARKLAND REQUIRED IS BASED ON MAXIMUM DENSITY BEING PROVIDED IN THE MEDIUM AND HIGH DENSITY RESIDENTIAL AREAS. ACTUAL AMOUNT REQUIRED FOR THE HIGH DENSITY RESIDENTIAL AREA WILL BE BASED ON ACTUAL UNITS SHOWN IN THE SITE PLAN.

FEE IN LIEU OF LAND WILL BE PROVIDED FOR ANY SHORTAGE.

BULK REGULATIONS:

SINGLE-FAMILY RESIDENTIAL (60 FT LOTS):
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 = 7,500 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)
= 20% OF FRONT FACADE SHALL BE BRICK, STONE OR MASONRY.

DENSITY = 222 LOTS

SINGLE-FAMILY RESIDENTIAL (65 FT LOTS):
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 = 65 FT (+20 FT CORNER LOTS)
MIN LOT AREA = 8,125 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)
= 20% OF FRONT FACADE SHALL BE BRICK, STONE OR MASONRY.

DENSITY = 98 LOTS

MEDIUM-DENSITY RESIDENTIAL:
AREA = 16.53 AC
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) = 16 FT

MIN DWELLING SIZE = 900 SF
MAX BUILDING HEIGHT = 40 FT (3 STORIES)
MIN LOT AREA = NONE (POSTAGE STAMP LOTS ALLOWED)
GARAGE = 1 CAR MINIMUM ON 40% MAX UNITS (OTHERS 2 CAR MIN.)
VISITOR PARKING = 1 SPACE/5 UNITS
MIN OPEN SPACE = 40%
LANDSCAPING = 1 TREE / 1,000 SF OF OPEN SPACE REQUIRED
MAX DENSITY = 12.0 UNITS/ACRE
MAX UNITS = 198 UNITS

BUILDING MATERIALS = VINYL SIDING IS PERMITTED (MIN. 42 MM)
= 20% OF FRONT FACADE SHALL BE BRICK/STONE/MASONRY/NICHIHA MATERIALS.
= ELEVATIONS SHALL VARY IN COLOR, SIDING TEXTURES AND BRICK/STONE/MASONY/NICHIHA MATERIALS

HIGH-DENSITY RESIDENTIAL:
AREA = 14.94 AC
SETBACKS:
FRONT PERIMETER = 30 FT
REAR PERIMETER = 20 FT
SIDE PERIMETER = 10 FT

BUILDING SEPARATION = 16 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
OFF-STREET PARKING SHALL BE PROVIDED IN ACCORDANCE WITH GRIMES ZONING ORDINANCE.

MIN OPEN SPACE = 40%

LANDSCAPING = 1 TREE / 1,000 SF OF OPEN SPACE REQUIRED

MAX DENSITY = 18.0 UNITS/ACRE
MAX UNITS = 268 UNITS

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/NICHIHA MATERIALS (20% NON PUBLIC RIGHT-OF-WAY FACING FACADES)

COMMERCIAL:
AREA = 4.65 AC
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 = 16 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

Exhibit B - Master Plan

FILE: I:\2024\2409722\DWG\REZONING\2409722-PUD EXHIBIT.DWG
PLOT DATE: 2/4/2025 PLOT SCALE: 1:1
PLOTTED BY: JARED MURRAY DATE PLOTTED: 2/4/2025 2:32 PM
TECH:
COMMENT:
ENG:

REVISIONS	DATE
THIRD SUBMITTAL	02/04/2025
SECOND SUBMITTAL	12/13/2024
FIRST SUBMITTAL	11/11/2024

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

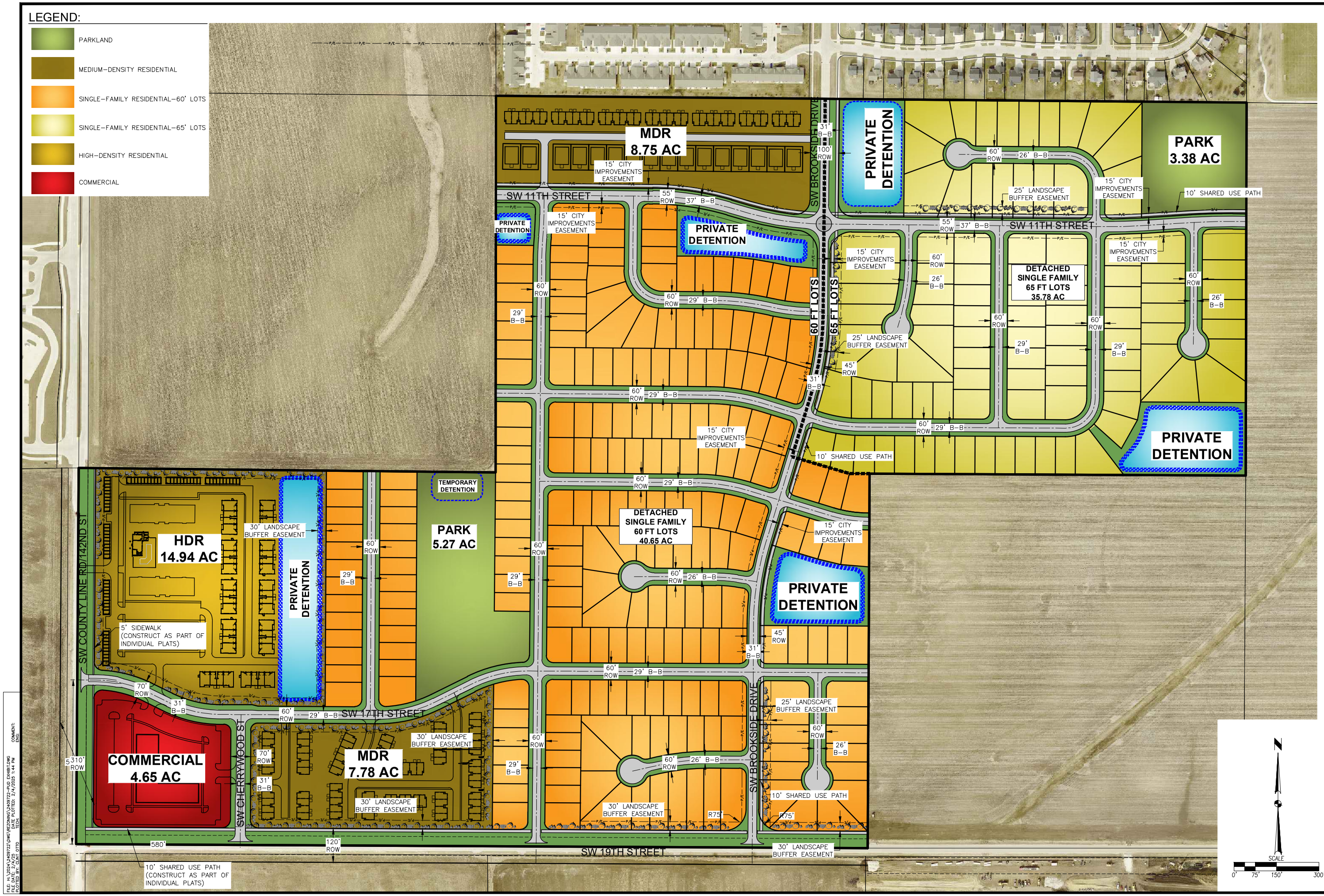
ENGINEER: JMM | TECH: CWO

CIVIL DESIGN ADVANTAGE
GRIMES, IOWA

FOUNDERS GLEN
PUD EXHIBIT

1/2
2409.722

Exhibit B - Master Plan



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GRIMES, IOWA

FOUNDERS GLEN
PUD EXHIBIT

2 / 2

2409.722

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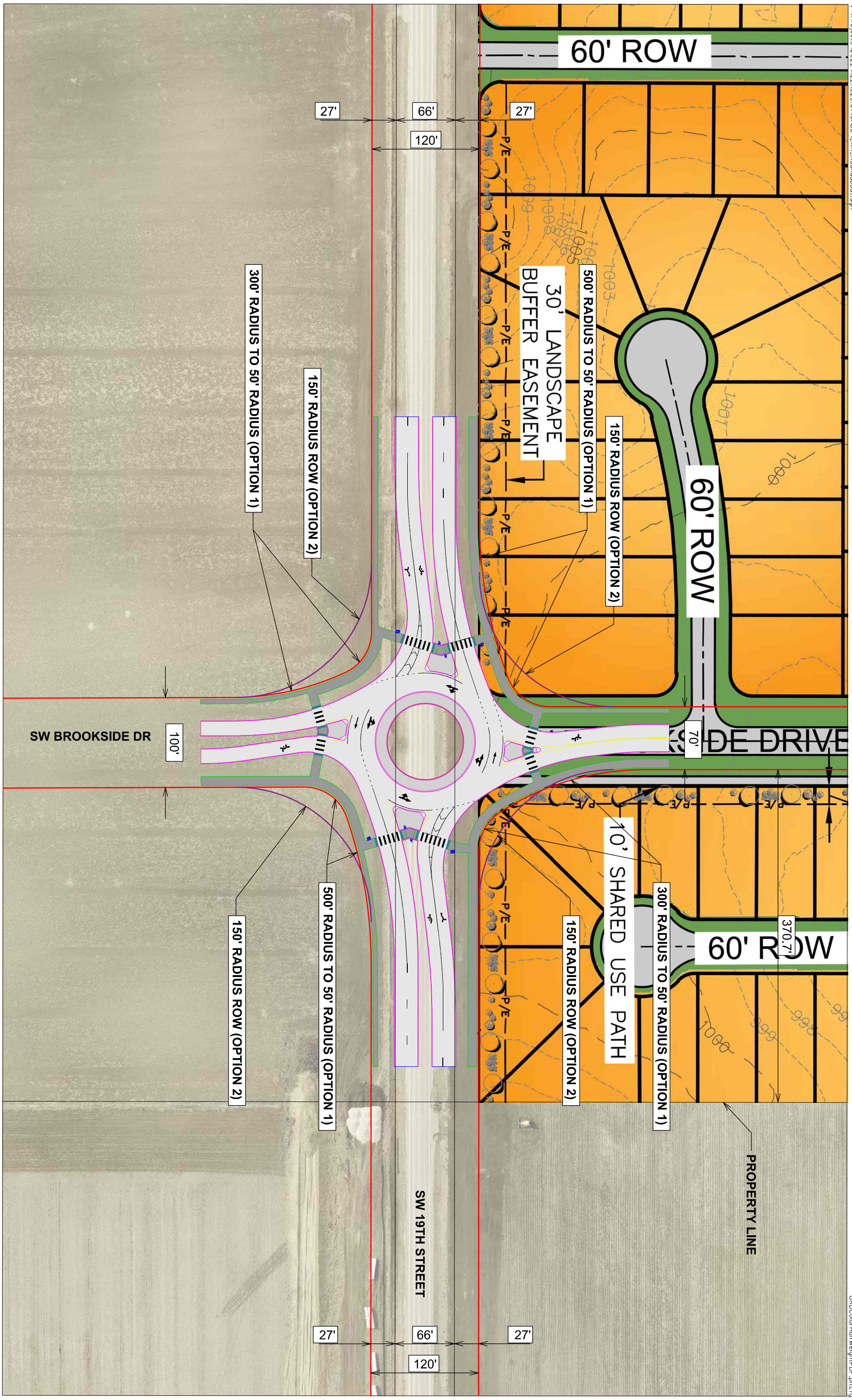
PLOTTED BY: CLAY OTTO
DATE: 2/4/2025
TECH: CWO
COMMENT: ENG

Exhibit C - SW 19th Street & SW Brookside Drive Conceptual Roundabout



SNYDER & ASSOCIATES

0 50 100 FEET

N

SW BROOKSIDE DRIVE AND SW 19TH STREET - ROUNDABOUT CONCEPT

12/17/2024

CITY COUNCIL COMMUNICATION
Meeting Date: 3/11/2025

AGENDA ITEM: Third Consideration of Ordinance 795 Harvest Pointe PUD Rezone

BACKGROUND: The applicant, Temple Holdings, LLC, is requesting approval of a rezone request for approximate 115.03 acres located at the northwest corner of S James Street and SW 19th Street from A-1 (Agricultural District) to R-4 (PUD). The PUD proposes seven land use categories: commercial, medium-density residential/commercial, high-density residential/commercial, medium-density residential, mixed medium-density and high-density residential, single-family residential, and public park. Commercial development is proposed at the corner of S James Street and SW 19th Street with high-density residential and medium-density residential concentrated along S James Street and SW 19th Street. Approximately 40 acres on the west side of the development is proposed for 60' and 65' wide single-family lots.

Approximately 12.54 acres of parkland is proposed to be dedicated to the City as an addition to the South Sports Complex. The Parks & Recreation Advisory Board recommended approval of the plan for parkland dedication.

SW 11th Street is proposed to extend through the property to provide connection from S James Street and Founders Glen to the west. Trail will be required along SW 19th Street to extend the existing trail network around the development. Trail along S James Street will be constructed as part of the James Street reconstruction project and trail along SW 11th Street will be constructed with future improvements in the park. Right-of way along SW 19th Street will be required to accommodate future 5-lane road construction. Right-of-way was already obtained for the reconstruction of S James Street so no further dedication is required. All access points along S James Street and SW 19th Street have been coordinated with the James Street Corridor Study.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISION ACTIONS: Parks & Recreation Advisory Board recommendation of approval - 12/11/2024
Planning & Zoning Commission recommendation of approval - 01/07/2025
City Council First Consideration recommendation of approval - 02/11/2025

STAFF RECOMMENDATION: Staff recommends approval of Ordinance 795.

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

Planning & Zoning Staff Report

CITY OF GRIMES

DATE

January 7, 2025

PROJECT NAME

Harvest Pointe PUD Rezone

APPLICANT

Temple Holdings, LLC

REQUESTED ACTION

Approve zoning for approximately 110 acres for a mix of residential uses and commercial uses

LOCATION

Generally located at the NW corner of S James Street and SW 19th Street

ZONING

Current zoning—A-1

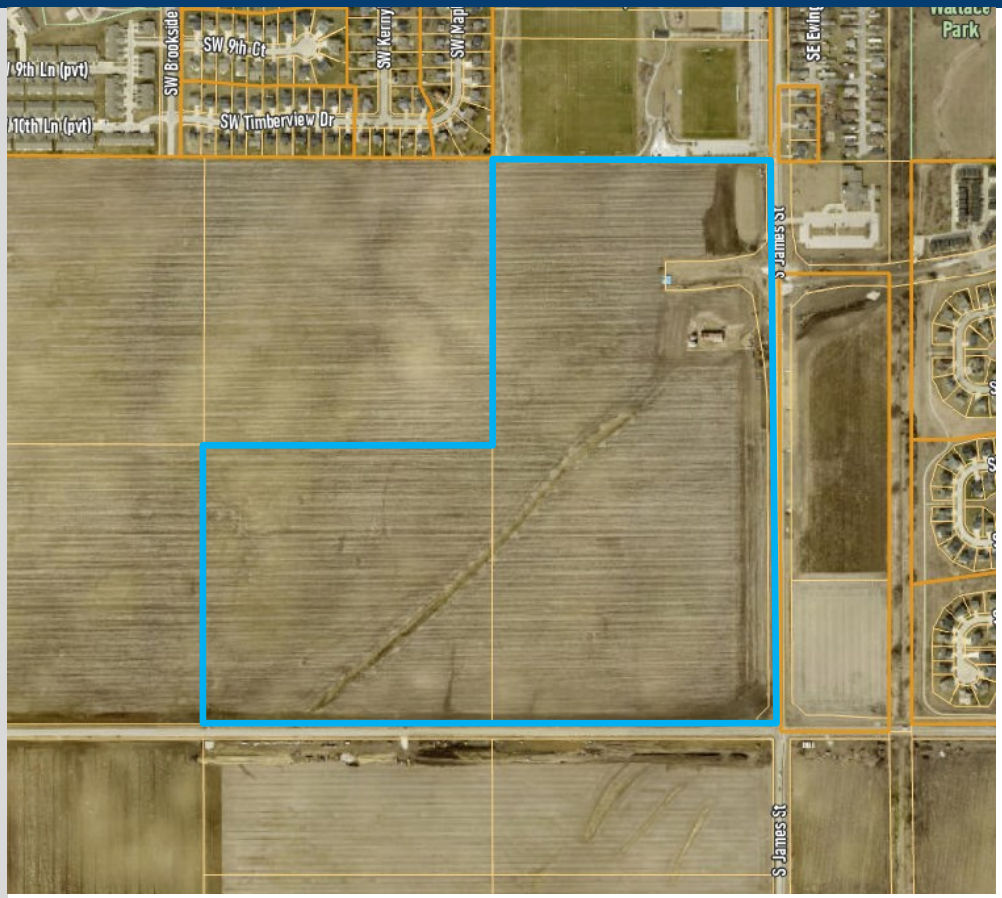
Proposed zoning—R-4 (PUD)

PLANNER

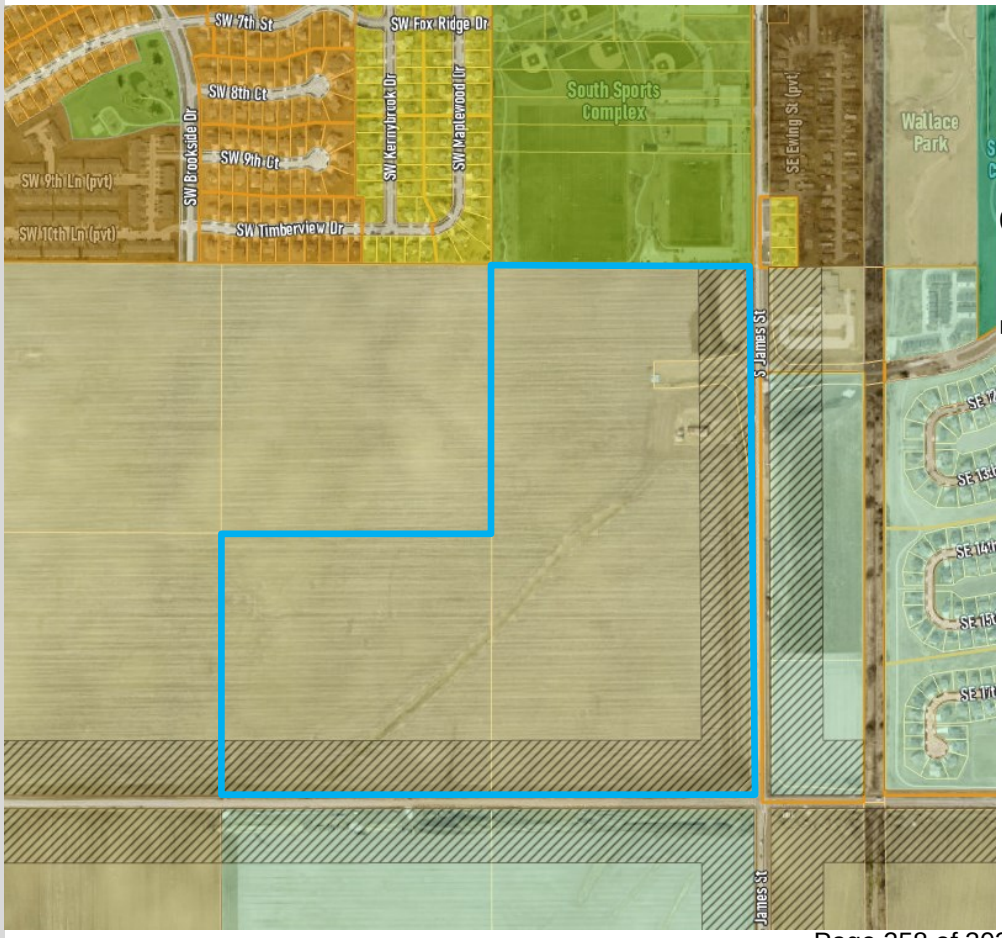
Evann Martin

emartin@grimesiowa.gov

515-986-4050



Location Map



Zoning Map

Relation to Comprehensive & Area Plans

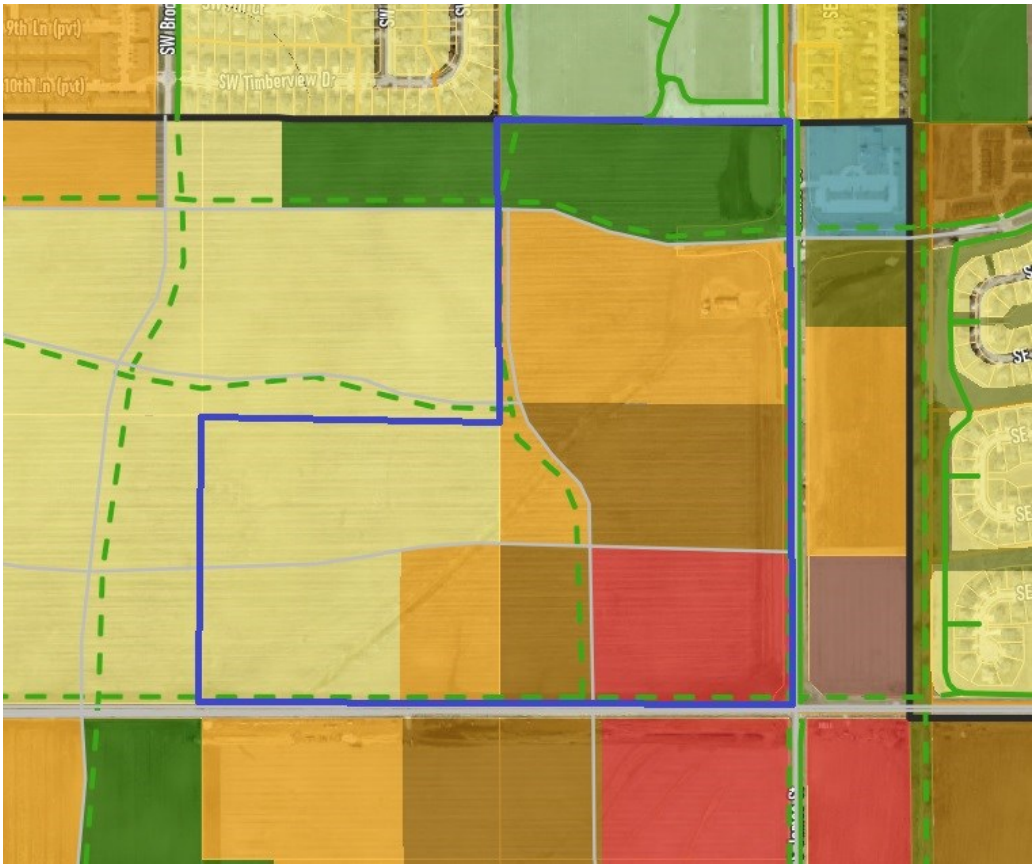
LAND USES & ZONING			
Location	**Existing Land Use**	**Area Plan Land Use Plan Designation**	**Current Zoning**
Subject Site	Agriculture	Future park, LDR, MDR, HDR, and General Commercial	A-1 and Transportation Corridor Mixed Use Overlay
North	Park and agriculture	Existing Park, future park, and LDR	R-2 and A-1
South	Agriculture	General Commercial, HDR, and MDR	R-4 and Transportation Corridor Mixed Use Overlay
East	Agriculture and undeveloped land	Civic, HDR, MDR, and Mixed Use 1	A-1, R-4, and Transportation Corridor Mixed Use Overlay
West	Agriculture	Future park and LDR	A-1 and Transportation Corridor Mixed Use Overlay

PARKS

The Parks & Trail Master Plan shows an approximately 90 acre park in the vicinity of the property. Staff have evaluated the future land use plan and determined that a 90 acre park is not feasible or necessary for the City to obtain. Through the Area Planning process, the future land use plan was re-evaluated and parkland was rightsized based on the proposed residential land use. Therefore, the rezone is based on the area planning efforts which anticipated an addition to the South Sports Complex.

The rezone proposal plans to dedicate 12.54 acres for parkland, consistent with the area plan. The Parks and Recreation Advisory Board provided a recommendation of approval for the proposed parkland dedication.

Area Plan Future Land Use Map



The rezone proposal is based consistent with the area plan land use to provide commercial, and medium-density and high-density residential along S James Street and SW 19th Street, and single-family to the west.

Relation to Studies & Legal

RELATION TO STUDIES

Grimes Street Design Guide

- SW 11th Street Extension
- SW Brookside Drive Extension
- SW Norton Drive
- East/west connection from SW County Line Road to S James Street

James Street Corridor Study

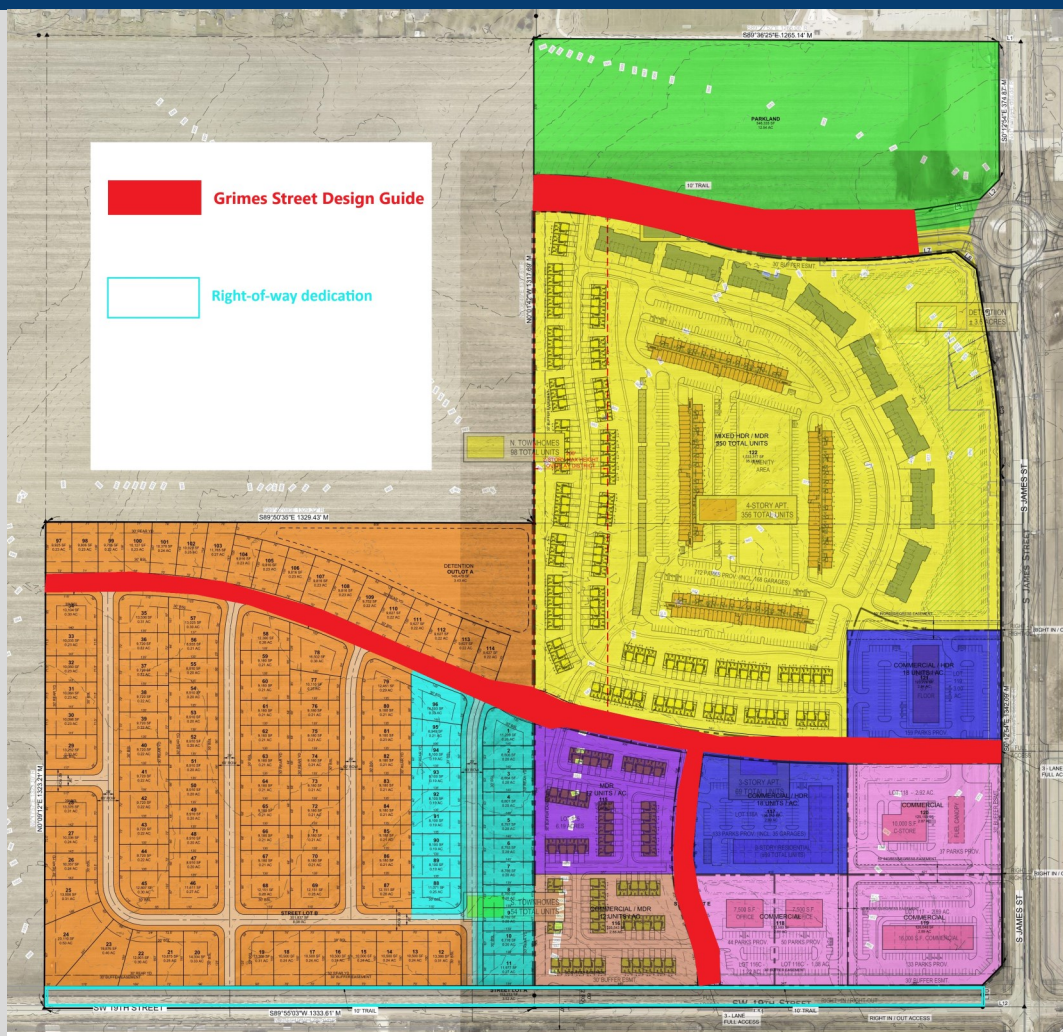
- Access locations have been placed in accordance with the study

Water Systems Study

- Water main has been installed along SW 19th Street to provide additional water infrastructure to serve the development

19th Street Sanitary

- Sanitary has been constructed along SW 19th Street to the western boundary of the development



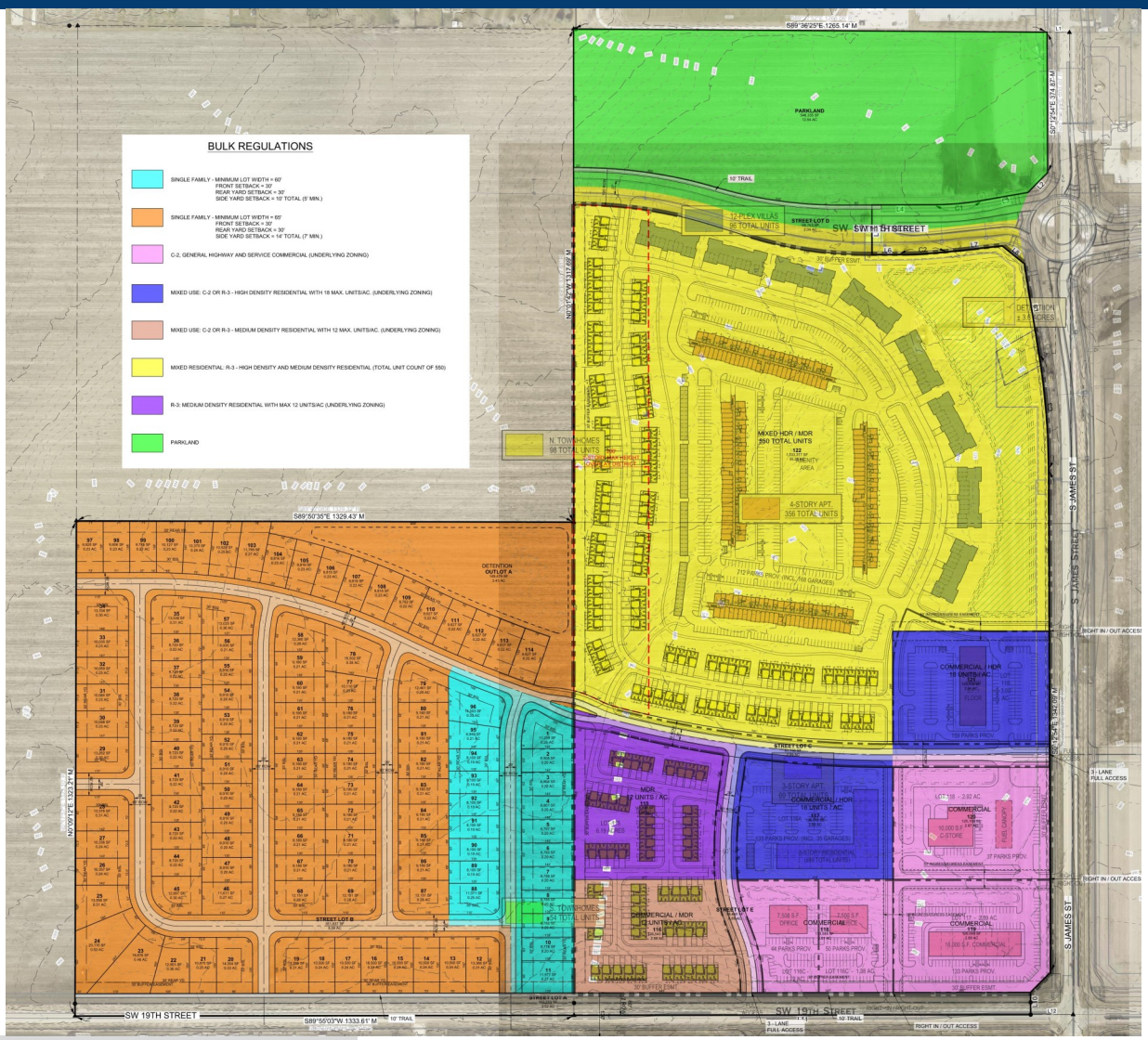
Legal

A Zoning Change and Development Agreement will be established as part of the rezoning to establish zoning standards for the development and responsibilities for public improvements.

The development is subject to the 19th Street Sanitary Sewer Connection Fee District.

Right-of-way will be provided along SW 19th Street to provide 60′ to road centerline.

Rezone Concept



STREET ACCESS

- There will be multiple access points into the development from S James Street, SW 11th Street, and SW 19th Street.

PEDESTRIAN ACCESS

- 10' trail along SW 11th Street and SW 19th Street
- 5' sidewalks all other public streets

STORMWATER

- All detention will be private.

LAND USE AREAS

- Commercial—8.37 acres
- Commercial/High-Density Residential—5.73 acres, commercial, multi-family and mixed use
- Commercial/Medium-Density—2.88 acres, commercial and attached or detached townhomes
- Mixed Medium-Density & High-Density Residential—35.2 acres, attached and detached townhomes, villas, apartments
- Medium-Density Residential—3.26 acres, attached and detached townhomes
- Single-Family Residential—40 acres, traditional single-family
- Parkland—12.54 acres to be dedicated

Development Standards

COMMERCIAL

Permitted Uses

- C-2 uses with exceptions to the following: Heavy Automotive Body Repair/Vehicle Repair, Any outdoor domesticated animal exercise areas/runs limited to normal business hours, Industrial Warehouse Facilities, Mini Storage/Self Storage Facilities, Used Car Lots, Monument Sales Yards, Retail lumber yards shall be accessory to a retail business.

Setbacks

- Front—25′
- Rear—25′
- Side—10′

Height—3 stories/45′

Architecture—60% masonry

Open Space—20%

Landscaping—1 tree per 1,000 sf required open space

HIGH-DENSITY RESIDENTIAL/COMMERCIAL

Permitted Uses—Multi-family, commercial, mixed-use

Density—18 units per acre

Setbacks

- Front—30′
- Rear—20′
- Side—10′

Dwelling Size— 400 sf

Height—4 stories/50′

Architecture—40% masonry along street, 25% all other sides

Open Space—40%

Landscaping—1 tree per 1,000 sf of required open space

Commercial—All regulations same as commercial area (left)

Mixed-Use—Residential permitted above first floor commercial, follow architecture of multi-family

MEDIUM-DENSITY RESIDENTIAL

Permitted Uses—Attached and detached townhomes

Lot Size—No minimum

Density—12 units per acre

Setbacks

- External Property Lines—30′
- Private Drives/Sidewalks—20′
- Sides along Private Drives/Sidewalks—10′
- Postage Stamp Lots—0′

Dwelling Size—900 sf

Height—2 stories/35′

Garage—1-car attached up to 40% of the units, 2-car for the rest

Architecture—25% masonry on front façade and along public streets

Open Space—40%

Landscaping— 1 tree per 1,000 sf required open space

Development Standards

MEDIUM-DENSITY RESIDENTIAL/ COMMERCIAL

Medium-Density—All regulations same as medium-density area (previous page)

Commercial—All regulations same as commercial area (previous page)

SINGLE-FAMILY

Lot Size— 65′ lots at 8,450 sf minimum, 60′ lots at 7,800 sf minimum

Dwelling Size—1,400-1,600sf for 65′ lots, 1,200-1,400sf for 60′ lots

Garage—2-car minimum

Setbacks

- Front—30′
- Secondary Front—30′
- Rear—30′
- Side 5′

Height—2 stories/35′

Landscaping—2 trees per lot

MIXED MEDIUM-DENSITY & HIGH-DENSITY RESIDENTIAL

Permitted Uses—attached and detached townhomes, villas, multi-family

Density—550 total units

Setbacks

- External Property Lines—30′
- Private Drives/Sidewalks—20′
- Sides along Private Drives/Sidewalks—10′
- Postage Stamp Lots—0′

Dwelling Size— 400 sf multi-family/villas, 900 sf townhomes

Height—4 stories/50′

Parking

- Multi-family/Villas—Follow Zoning Ordinance
- Townhomes—2 spaces per unit, 1-car attached up to 40% of the units, 2-car for the remainder of the units

Architecture

- Multi-Family/Villas—40% masonry along street, 25% all other sides
- Townhomes—25% masonry on front façade and along public streets

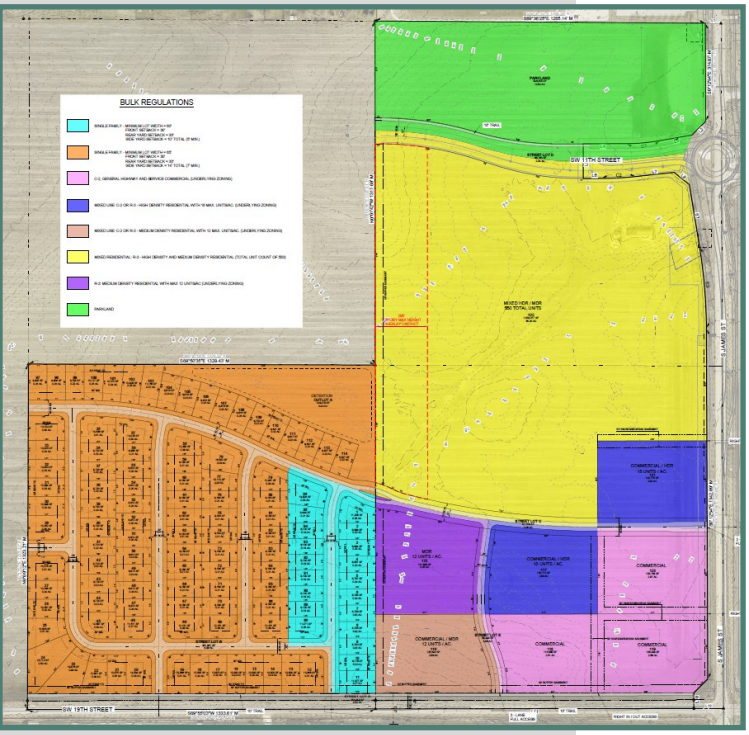
Open Space—40%

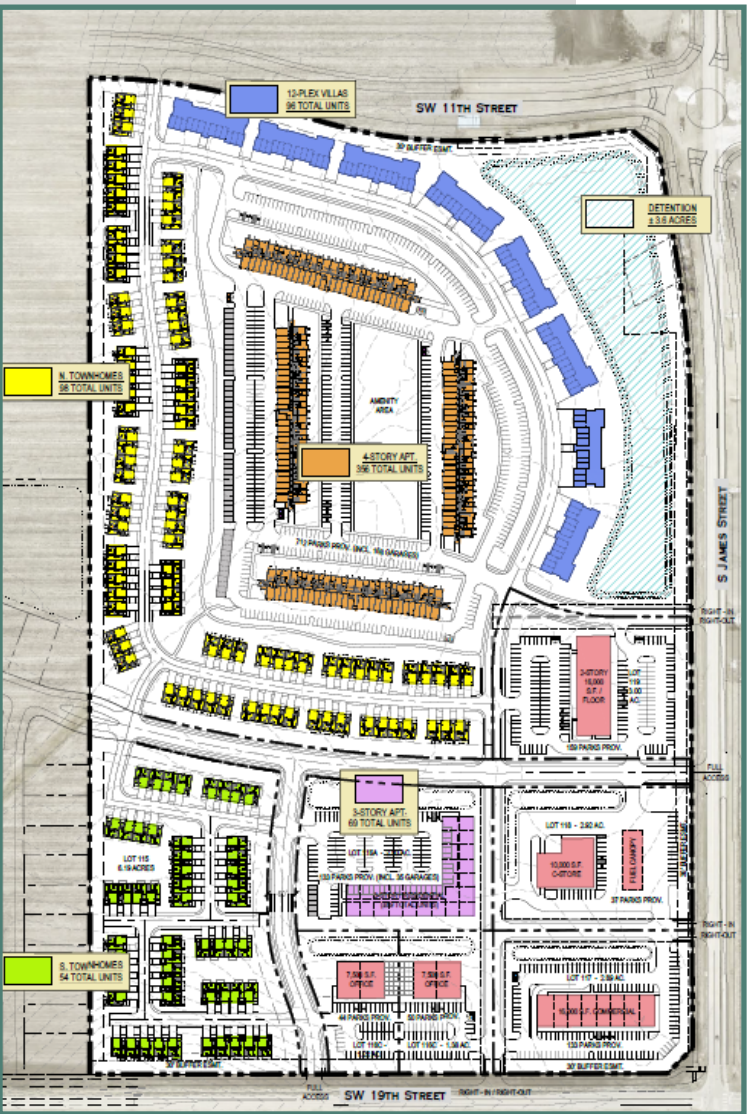
Landscaping—1 tree per 1,000 sf of required open space

LANDSCAPE BUFFERS

- **Commercial & High-Density**—30′ buffer with 3′ berm
- **Medium-Density**— 30′ buffer with 3′ berm when the backs of units face the public streets. Berm and buffer is not required when units front the public streets, however frontage plantings are increased to 2 trees per 50′
- **Mixed Medium-Density & High-Density**—30′ buffer with 3′ berm along the western edge of the area and along public streets whenthe back of the units face the street. Berm and buffer is not required when units front the public streets, however frontage plantings are increased to 2 trees per 50′
- **SW 19th Street**—30′ buffer with 5-6′ berm
- **Buffer Quantities**— 1 overstory, 1 understory, 2 evergreen per 50 linear feet

Conclusion





Conclusion

A mix of commercial and residential use areas are proposed within the development, generally consistent with the area plan land use.

Landscape buffers will be provided between land use transitions and along public streets where necessary.

Right-of-way will be dedicated to the City along SW 19th Street.

Approximately 12.54 acres of parkland will be dedicated to the City as an addition to the South Sports Complex.

Streets within the development are consistent with the Grimes Street Design Guide and area plan.

A zoning change and development agreement will be established to outline the development standards and responsibilities for public improvements.

Some of the proposed standards, particularly for buffers and architecture, are still in discussion with the developer and will be finalized by City Council.

Staff recommends approval of the Harvest Pointe PUD subject to remaining staff comments.

CITY OF GRIMES
Development Services
410 SE Main St, Suite 102
Grimes, IA 50111
(515)986-4050
www.grimesiowa.gov

~~November 27, 2024~~
~~December 13, 2024~~
~~January 17, 2025~~
February 4, 2025

Snyder & Associates
Attn: Eric Cannon
2727 Snyder Blvd
Ankeny, IA 50023

RE: Harvest Pointe Rezone

Dear Eric:

The Development Services Department is in receipt of a proposed Rezoning for Harvest Pointe. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

1. ~~Provide legal description in Word format of the area to be rezoned to the centerline of all streets.~~

2. Provide signed rezone petition. Template provided. The petition received is signed by EBH. Please provide the owner consent for Temple Holdings, LLC, Harvest Pointe, LLC, and Harvest Pointe Land, LLC since the property has closed.

3. ~~Provide rezone consent from 50.1% of the property to be rezoned. Template provided~~

4. ~~Please update the rezone map to show the percentage for land for each property owner within the 250' buffer. Property owned by the City does not need to be included in the 250' buffer. Please adjust property owner list to include Grimes Square, LLC for the property purchased by Hubbell.~~

Rezone Concept:

1. Please provide concepts for the MDR, HDR and COM areas.
   a. ~~Update the villa concept to provide parking for all units. Currently, there only appears to be 9 garages so the other 9 units do not have parking provided or visitor parking.~~

b. ~~Please provide a conceptual elevation or example elevation for the apartment buildings.~~

2. ~~Please identify what the required parkland is based upon ordinance. See section 13-4-5.~~

3. ~~Please identify SW 11th as 3 lane road section.~~

4. ~~Please identify the east-west street north of SW 19th Street as a 31-foot b/b. but taper to 29-feet b/b at the single-family section. Provide 70' ROW between S James and the single-family development.~~

5. ~~All other streets shall be 29 foot b/b.~~

6. ~~Norton Drive between SW 19th and first east-west street will need to be public at 31/ foot b/b. Further north, staff is ok with a private access concept, however will need to see what that looks like. Due to the access constraints along South James, particular south of the roundabout, staff is concerned with the density overloading 11th and the east-west street to the south. Show SW Norton Dr as a public street. Please show as 70' ROW or 60' ROW with 5' sidewalk easements. Please keep at 31' B/B since the immediate area next to the street can be developed as 75% commercial and to accommodate the overall higher density of the development. 29' B/B to match James Place development agreement~~

7. ~~Norton Drive access point needs to shift slight east. Approximately 70 feet. Staff will confirm with FOTH.~~

8. ~~Staff is concerned with the amount of HDR. Generally speaking, we are ok with the max unit concept, but will need to delineate some of the areas to provide for better transitions to the SF provided in the adjoining development to the west.~~

9. ~~Please adjust lot 116 to commercial. Alternatively, staff would be ok with south half of 116 and 115 along 19th to be commercial and the northern portion of those respective lots to be MDR/HDR/FLEX. Please update the SW corner to COM/MDR instead of COM/HDR.~~

10. ~~Staff are fine with lot 119 being flexible as shown.~~

11. ~~All access points to SW 19th Street and South James are to be 3-lane intersections.~~

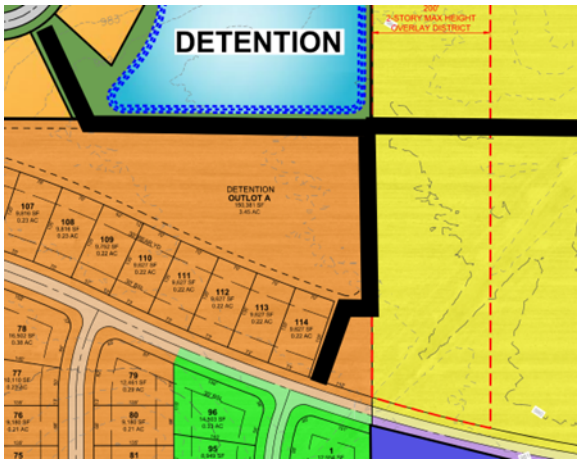
12. ~~Trail to be provided along the north side of SW 19th Street.~~

13. ~~Sidewalk to be provided along south side of SW 11th Street.~~

14. ~~Trail along the north side of SW 11th Street.~~

15. ~~Please provide a detail for the various buffers throughout the development. Please note that no fences will be permitted in the landscape buffer easement.~~

16. ~~Please provide a trail connection from the east-west street, through the SF detention area as shown below. Please provide a trail connection through the detention area or nearby location to connect to Founders Glen. Staff to discuss.~~



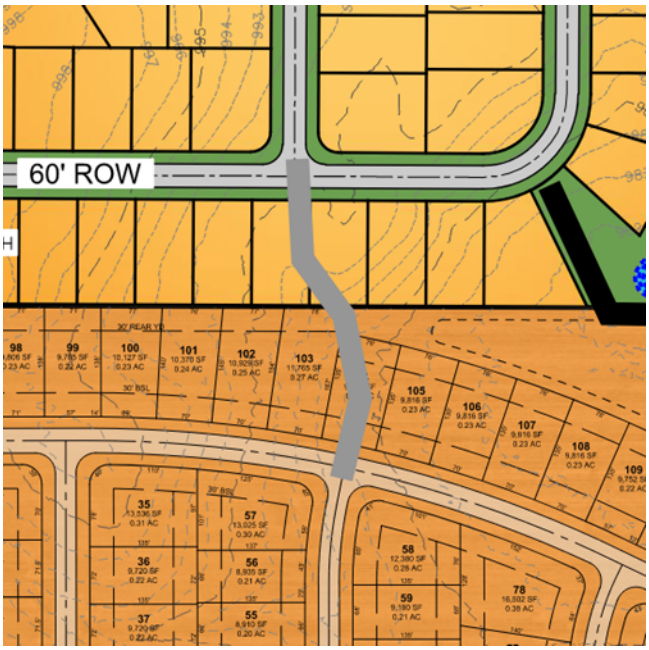
17. ~~Please provide a buffer along South James and SW 11th in the MDR/HDR area.~~

18. ~~Provide buffer with 6' berm along 19th St for SF and MDR areas. The buffer width at 30' is ok. We will still want a 6' berm but can allow the trailing edge of the berm on the single-family side to be located outside of the easement area. However, all plantings will still need to be placed within the easement area. This arrangement will give home owners some flexibility to install retaining walls or place improvements along the berm without facing restrictions because of the easement. A 5-6' berm is what we want along SW 19th St. Staff have proposed alternate buffer requirements in the development agreement for review.~~

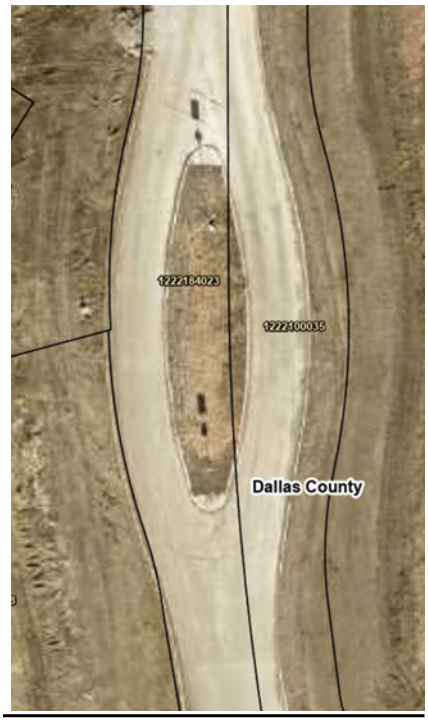
19. ~~Please provide a buffer between the SF and Lot 115.~~

20. ~~Please provide buffer along the west edge of the mixed MDR/HDR area where it abuts SF in Founders Glen. Minimum 3' berm.~~

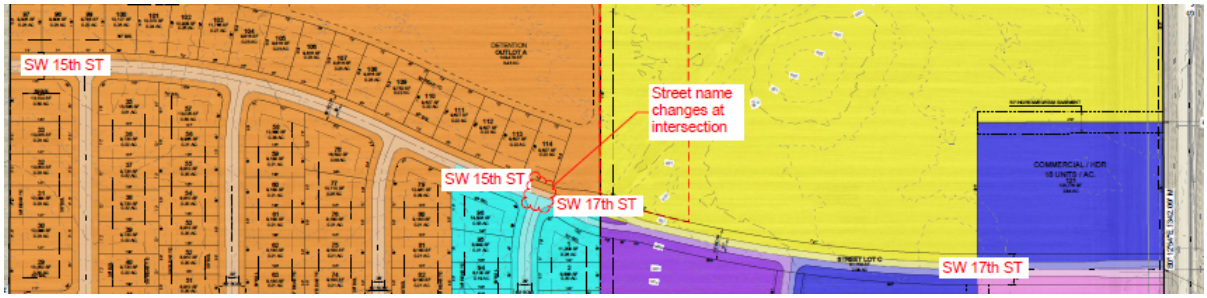
~~21. Please provide a street connection to Founders Glen as shown below.~~



~~22. Just east of the single-family portion of the subdivision, please provide a traffic island to aid in reducing speeds as the traffic enters the residential area. See below for example.~~



~~23. Staff have assigned street names for the major streets. Please update to match the picture below.~~
~~a. SW Norton Street~~
~~b. SW 17th Street~~
~~c. SW 15th Street~~



~~24. Please remove the 200' buffer from the concept. The development agreement will talk about this area.~~

~~25. Update the mixed residential area to 570 units.~~

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.

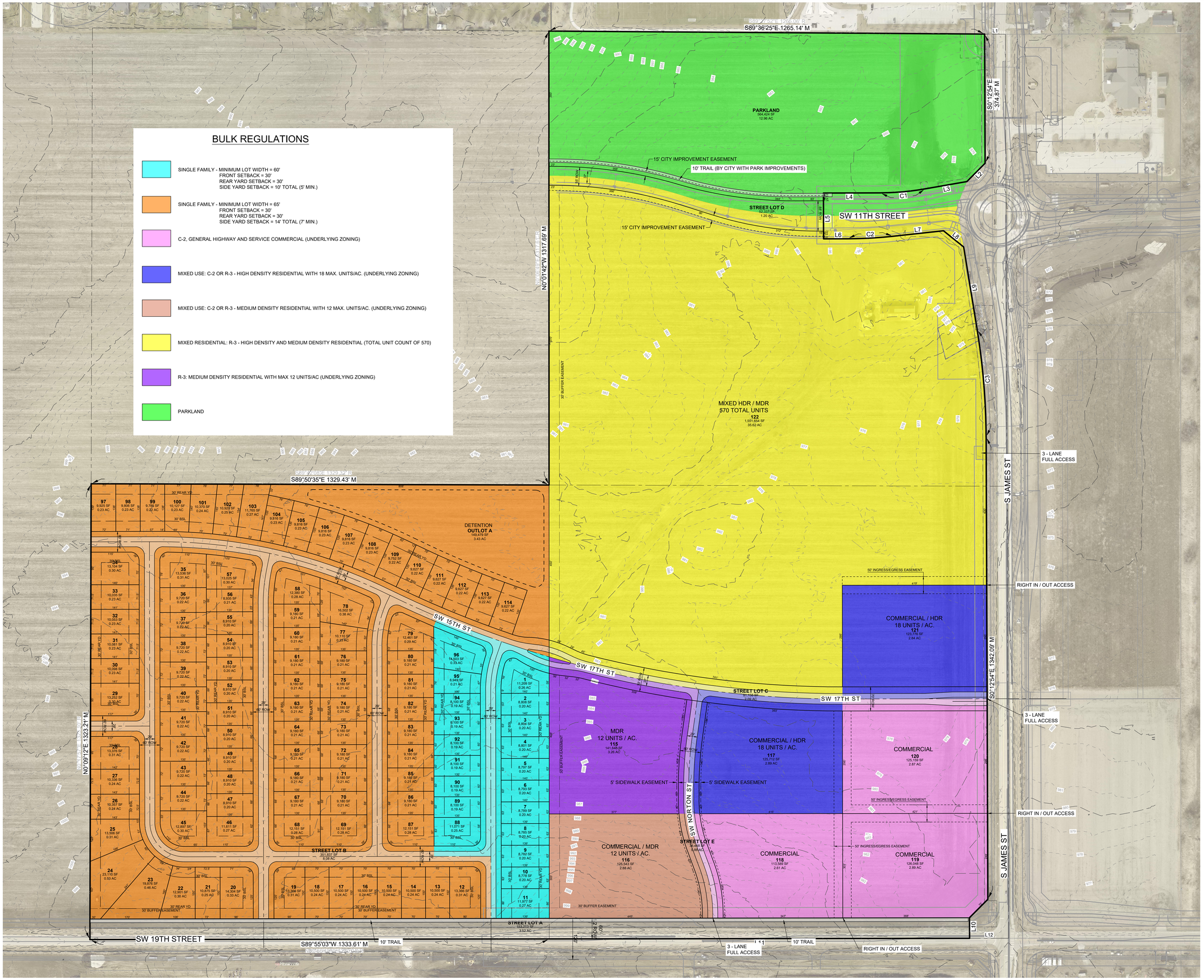
SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE:	January 24, 2024 **(1 PDF of Rezoning Map and Concept Plan)**
PLANNING & ZONING:	January 7, 2025 at 5:30
COUNCIL MEETING:	February 11, 2025 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



MARK	REVISION	DATE	BY
4	REVISED AS PER CITY COMMENTS	2-5-25	JVM
3	REVISED AS PER CITY COMMENTS	01-10-25	JVM
2	REVISED AS PER CITY COMMENTS	12-20-24	JVM
1	REVISED AS PER CITY COMMENTS	12-5-24	JVM

Engineer: EDC
Checked By: KMM
Scale: 1" =100'
Technician: JVM
Date: 11-4-24
T-R-S: T7N-R26W-S5
Project No.: 124.1146.01

Sheet C100

GRIMES, IA

HARVEST POINTE

PUD MASTER PLAN

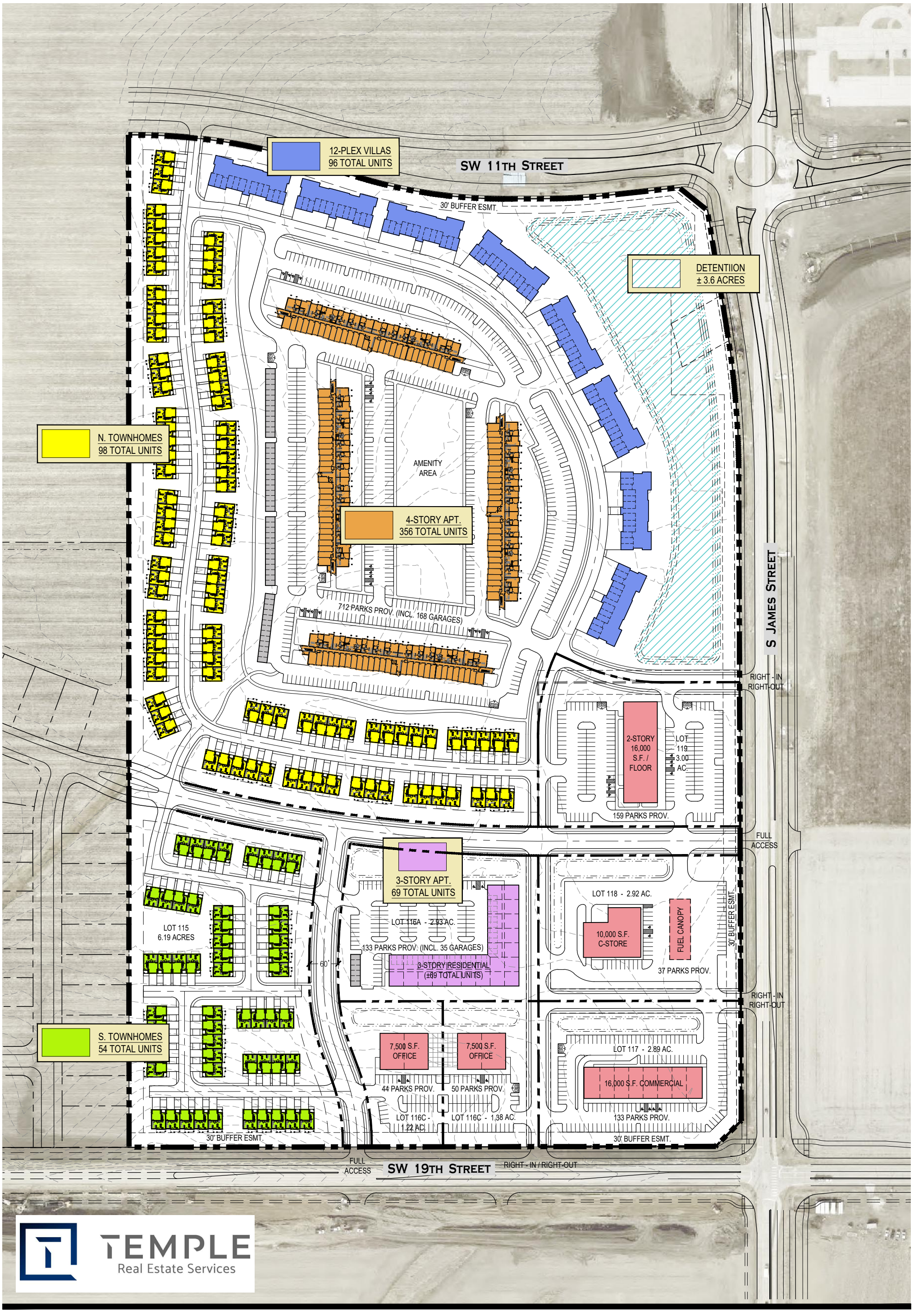
SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 124.1146.01

Sheet C100



NORTH

1" = 180'-0" @
11"x17" Sheet
SAA# 24122
DRAWN BY: AVG

0' 60' 180'

This drawing has been prepared by the Architect, or under the Architect's direct supervision. This drawing is intended to be conceptual in nature only. Property boundaries, setbacks, easements, topography, utilities, structures and other physical features shown herein are based on the information available to the architect at the time of design. This document reflects a site plan concept only, and does not necessarily reflect all governing authority requirements, including green space calculations, bulk regulations, landscaping, storm water management, city input, site signage, grading, and other factors that may impact final site design. This drawing shall not be used for construction or legally binding documentation. (C) Copyright 2024 by Simonson & Associates Architects, L.L.C.

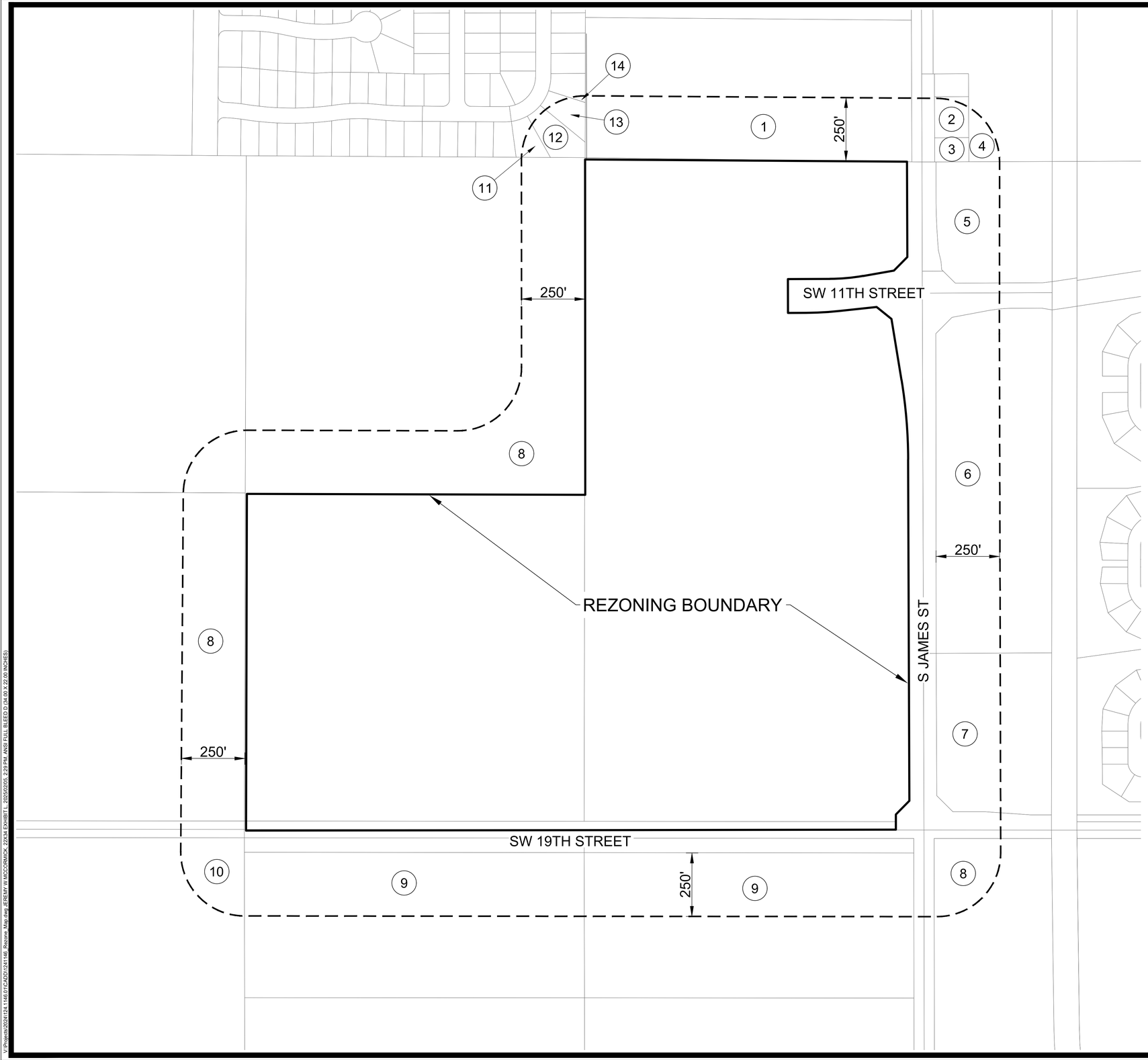
Harvest Pointe

Site Concept #3

Grimes, Iowa

December 20, 2024

SIMONSON
PLANNING ■ ARCHITECTURE ■ INTERIORS
Simonson + Associates Architects LLC
1717 Ingersoll Ave, Suite 117, Des Moines, Iowa 50309
Ph. 515-440-5626 www.simonsonassoc.com



REZONING 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, EXCEPT THAT PART DEEDED TO THE CITY OF GRIMES FOR RIGHT OF WAY AS RECORDED IN BOOK 19626, PAGE 867 IN THE POLK COUNTY RECORDER'S OFFICE.

OWNER/DEVELOPER

TEMPLE HOLDINGS LP
2400 86TH ST STE 24
URBANDALE, IA 50322
CONTACT: SCOTT TEMPLE
(515) 276-3456

ZONING

EXISTING: A-1 AGRICULTURAL
PROPOSED: PLANNED UNIT DEVELOPMENT

ADJACENT OWNERS

1. CITY OF GRIMES
   101 NE HARVEY ST
   GRIMES, IA 50111-2051
2. JOHN R GAMBLE
   905 S JAMES ST
   GRIMES, IA 50111-2081
3. KYLE M GILBERT
   913 S JAMES ST
   GRIMES, IA 50111-2081
4. GRIMES MHP LLC
   POB 457
   CEDAREDGE, CO 81413-0457
5. ST PETER LUTHERAN CHURCH
   1001 S JAMES ST
   GRIMES, IA 50111-4760
6. STANBROUGH REALTY
   JDS REAL ESTATE INVESTMENTS LLC
   2775 86TH ST
   URBANDALE, IA 50322-4336
7. SUMMIT CREEK CHURCH
   POB 703
   GRIMES, IA 50111-0703
8. GRIMES SQUARE LLC
   6900 WESTOWN PKWY
   WEST DES MOINES, IA 50266-2520
9. DOUGLAS A SIEDENBURG
   HORIZON ADVISORS LC
   1350 NW 138TH ST STE 450
   CLIVE, IA 50325-8320
10. MARCO PROPERTIES LLC
    6000 DOUGLAS AVE STE 210
    DES MOINES, IA 50322-3300
11. KURT LEFEBVRE
    1009 SW MAPLEWOOD DR
    GRIMES, IA 50111-2150
12. ROGER W MURPHY
    1005 SW MAPLEWOOD DR
    GRIMES, IA 50111-2150
13. JAMES L GROVE
    1001 SW MAPLEWOOD DR
    GRIMES, IA 50111-2150
14. BRAXTON LYDDON
    909 SW MAPLEWOOD DR
    GRIMES, IA 50111-2149

REZONING DESCRIPTION

OWNER	ACRES	% OWNERSHIP	APPROVAL
2	0.44	0.78%	
3	0.29	0.52%	
4	0.42	0.74%	
5	2.62		4.64%
6	7.63		13.49%
7	3.55	6.27%	
8	23.96		42.36%
9	15.10	26.70%	
10	1.46	2.57%	
11	0.19	0.33%	
12	0.53	0.94%	
13	0.34	0.61%	
14	0.02	0.04%	
TOTAL	56.55	39.50% +	60.50% = 100%

N

0 200
FEET

MARK	REVISION	DATE	BY
2	PER CITY COMMENTS	2-5-25	JWM
1	PER CITY COMMENTS	01-08-25	TLS

Engineer: EDC | Checked By: KMM | Scale: 1" = 200'
Technician: JWM | Date: 11-13-24 | T-R-S: TTN-RRW-SS
Project No: 124.1146.01

Sheet C100

HARVEST POINTE

REZONING MAP

GRIMES, IOWA

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 124.1146.01
Sheet C100

V:\Projects\2024\124.1146.01\CAD\124114 6_Rezone_Map.dwg JEREMY W MCCORMICK 22X34 EXHIBIT L, 2025\02\05, 2:29 PM, ANSI FULL BLEED D (34.00 X 22.00 INCHES)

ORDINANCE #795

AN ORDINANCE AMENDING THE GRIMES OFFICIAL ZONING MAP, PURSUANT TO THE CODE OF ORDINANCES SECTION 12-3-5 TO PROVIDE FOR THE FOLLOWING REZONING REQUEST FOR HARVEST POINTE PUD AND ASSOCIATED ZONING CHANGE AND DEVELOPMENT AGREEMENT

SECTION 1. PURPOSE. This Ordinance is to amend the Official Zoning Map and the Comprehensive Land Use Map by rezoning approximately 115.03 acres legally described on Exhibit A (the "Property") from A-1 (Agricultural District) to R-4 (Planned Unit Development District).

SECTION 2. ADDITIONAL ZONING RESTRICTIONS. As part of this Ordinance and the rezoning established herein, certain permanent conditions and restrictions are hereby imposed upon the Property, which conditions and restrictions are in addition to existing regulations for the R-4 Classification. Said restrictions are set forth in the Zoning Change and Development Agreement (the "Agreement") by and between the City of Grimes, Iowa, and Temple Holdings, LLC, Harvest Pointe, LLC and Harvest Pointe Land, LLC. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City of Grimes, Iowa; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor. All such conditions and restrictions are established, and such Agreement executed and entered into, pursuant to and in accordance with the provisions of Section 414.5 of the 2025 Code of Iowa, as amended.

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 and approved by the City Council on this ____ day of _____, 2025.

ATTEST:

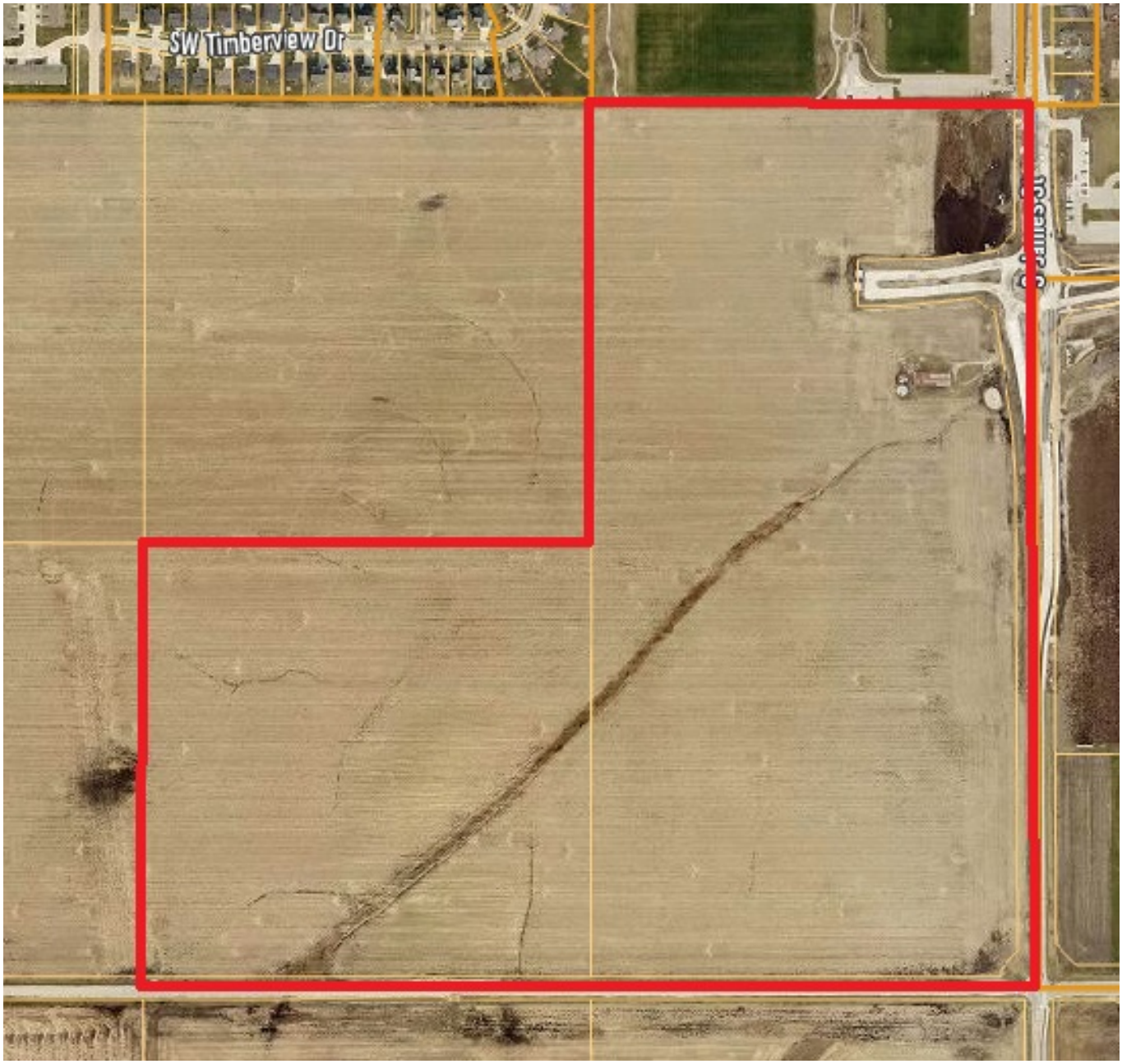
_____
Scott Mikkelsen, Mayor

_____
Rachel Greving, City Clerk

Exhibit A

Legal Description of Property

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.



HARVEST POINTE PUD
ZONING CHANGE AND DEVELOPMENT AGREEMENT

THIS ZONING CHANGE AND DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 5th day of February, 2025, by and between the City of Grimes, IOWA, a municipal corporation (the "City") and Temple Holdings, LLC, Harvest Pointe, LLC and Harvest Pointe Land, LLC (the "Developer or Declarant"), collectively referred to herein as ("the Parties");

WHEREAS, Property Owner owns certain real property located within the corporate limits of the City which is legally described on Exhibit "A", attached hereto (the "Property"), which Property is presently zoned A-1; and

WHEREAS, the Property Owner has submitted a master plan prepared by Snyder & Associates, Inc. identifying the Property to be developed as a mixed-use neighborhood as set forth in Exhibit "B", attached hereto (the "Master Plan"); and

WHEREAS, the City and Property Owner now desire that the Property be rezoned from A-1 to R-4 (PUD), prior to development in accordance with, and in consideration of, the provisions of this Agreement and Section 414.5 of the Iowa Code; and

WHEREAS, Property Owner and the City wish to set forth their agreements with respect to the conditions and restrictions which will arise with respect to the Property as a result of such rezoning and development.

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

1) Rezoning. The property shall be rezoned from A-1 to R-4 (PUD).

2) Master Plan. As required by the PUD regulations, the Property Owner has submitted a master plan, as shown on Exhibit "B", in conjunction with the Property Owners request for rezoning to PUD to allow for the development of the property for a commercial and mixed residential neighborhood, referred to herein as the Harvest Pointe PUD Development. The overall intent of the neighborhood is to provide reasonable accommodation for development and integrating pedestrian facilities with the edges of the development. The Property Owner agrees that the development of the property shall be consistent with the master plan and shall satisfy the following requirements. Any area not addressed within this development agreement shall follow the City of Grimes Zoning Ordinance.

   (a) Phasing of Subdivision. It is understood that the Property Owner intends to phase the development of the property, and that the Property Owner agrees to obtain

approval from the City of a Final Plat, which subdivides all the Property into lots and outlots (referred to herein individually as a "Lot" or collectively as the "Lots").

(b) Site Plans Required. Property Owner agrees that preliminary plats and site plans will be required for the proposed improvements within each subdivision or lot. Preliminary Plats shall include sufficient details to ensure that the minimum development standards for the Property can be achieved.

3) Development Intent. Located at the northwest corner of SW 19th Street and S James Street, the Harvest Pointe Development will consist of a mix of residential dwellings, public park, and neighborhood oriented commercial uses. Each use area is further described as follows.

(a) Single-Family Residential. Areas designated as Single-Family Residential are intended for traditional stand-alone single-family lots. No other housing types, such as townhomes, villas, or multi-family units, or commercial uses of any kind will be allowed in these areas. Driveways are to be street loaded and built with attached garages. All construction shall conform to the Architectural Standards as set forth in this document and be reviewed by the City of Grimes.

(b) Medium-Density Residential. Areas designated as Medium-Density Residential are intended for traditional attached dwelling units. No single-family, villas, multi-family, or commercial uses of any kind will be allowed in these areas. Detached dwellings are considered acceptable, provided they are constructed with the benefit of an owner's association. Driveways are to be connected to the private streets and circulation routes and constructed with attached garages. All construction shall conform to the Architectural Standards as set forth in this document and be reviewed by the City of Grimes.

(c) Medium-Density Residential and Commercial. Areas designated as Medium-Density Residential are intended for traditional attached dwelling units or commercial uses. No single-family, villas, or multi-family uses of any kind will be allowed in these areas. Detached dwellings are considered acceptable, provided they are constructed with the benefit of an owner's association. Driveways are to be connected to the private streets and circulation routes and constructed with attached garages. All construction shall conform to the Architectural Standards as set forth in this document and be reviewed by the City of Grimes. Any commercial uses are intended to be developed in a traditional suburban commercial format and shall conform to commercial standards within this document and be reviewed by the City of Grimes.

(d) Mixed Medium-Density and High-Density Residential. Areas designated as Mixed Medium-Density and High-Density Residential generally are intended for a variety of attached and detached townhomes, villas, and multi-family dwelling units. No traditional single-family or commercial uses of any kind will be allowed in these areas. All construction shall conform to the Architectural Standards as set forth in

this document and be reviewed by the City of Grimes.

(e) High-Density Residential and Commercial. Areas designated as High-Density Residential and Commercial generally are intended for traditional multi-family development, traditional suburban commercial development, or mixed-use development with commercial uses on the first floor and residential units above. No single-family or townhome uses of any kind will be allowed in these areas. All construction shall conform to the Architectural Standards as set forth in this document and be reviewed by the City of Grimes.

(f) Commercial. Areas designated as Commercial are intended to be located along SW 19th Street and S James Street and provide support services for the adjoining residential developments. This area is intended to be developed in a traditional suburban commercial format. Buildings within the Commercial area shall conform to standards within this document and be reviewed by the City of Grimes.

4) Single-Family Residential Regulations. This area is intended to accommodate the construction of single-family dwelling units. The following regulations shall be applicable to any area identified as Single-Family, as generally shown on the Master Plan.

(a) Single-Family 65' Wide Lots.

(i.) Lot Dimensions. A minimum lot width of sixty-five (65) feet, and a minimum lot area of eight thousand four hundred fifty (8,450) square feet shall be provided.

(ii.) Minimum Dwelling Size. Single-story dwellings shall have a main floor finished area of not less than one thousand four hundred (1,400) square feet. All multi-level dwellings, including but not limited to split-levels, one and one-half story dwellings, two-story dwellings, and dwellings having more than two stories shall have an above grade finished floor area of not less than one thousand six hundred (1,600) square feet. Basement or partial subgrade level square footage may not be counted towards minimum finished area.

(iii.) Garage. A minimum two (2) car attached garage shall be provided for every lot.

(b) Single-Family 60' Wide Lots.

(i.) Lot Dimensions (60' Lots). A minimum lot width of sixty (60) feet, and a minimum lot area of seven thousand eight hundred (7,800) square feet shall be provided.

(ii.) Minimum Dwelling Size. Single story dwellings shall have a main floor finished area of not less than one thousand two hundred (1,200) square feet.

All multi-level dwellings, including but not limited to split-levels, one and one-half story dwellings, two-story dwellings, and dwellings having more than two stories shall have an above grade finished floor area of not less than one thousand four hundred (1,400) square feet. Basement or partial subgrade level square footage may not be counted towards minimum finished area.

(iii.) Garage. A minimum two (2) car attached garage shall be provided for every lot.

(c) Setbacks. The following setbacks shall apply to all units:

(i.) Front Yard – Thirty (30) Feet

(ii.) Secondary Front Yard – Thirty (30) Feet

(iii.) Rear Yard – Thirty (30) Feet

(iv.) Side Yard – Five (5) Feet

A two (2) foot projection for non-habitable space is permitted, however the projection shall meet all applicable building/fire code standards.

(d) Height. The maximum height of any building shall be two (2) stories above grade (35-Feet maximum).

(e) Building Materials and Façade Design. The single-family dwellings should be designed in a way that compliments the architecture of the dwellings within the neighborhood. More specifically, attempts to include front porches, dormers and other decorative treatments shall be made. Repetition of front facades shall be discouraged. Buildings are encouraged to be designed in a manner that does not cause the garage to protrude from the living space and become the main focus from the street, but rather to design the buildings with living space in line with the garage or of comparable width to the garage to reduce the overall presence of the garage.

(f) Corner Lots. The lot shall be wide enough to support a thirty (30) foot secondary front yard that provides adequate space for the homeowner to enjoy. Typically, this minimum width to support this should not be less than eighty-five (85) feet.

(g) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structure and shall be in conformance with the Grimes Zoning Ordinance.

(h) Landscaping. All dwellings shall provide a minimum of two (2) trees per lot, with at least one (1) tree being planted in the front yard. These plantings are in addition

to the required buffer plantings.

5) Medium-Density Residential Regulations. This area is intended to accommodate the construction of attached or detached townhome dwelling units. The following regulations shall be applicable to any area identified as Medium-Density Residential, as generally shown on the Master Plan.

(a) Lot Dimensions. No minimum lot dimensions shall apply. Postage Stamp lot development is permitted.

(b) Density. The maximum density within the Medium-Density Residential area shall be twelve (12) units per acre.

(c) Setbacks. The following setbacks shall apply to all units:

(i.) All External Property Lines – Thirty (30) Feet

(ii.) Postage Stamps Lots – Zero (0) Feet

(iii.) Buildings Faces with Driveways – Twenty (20) Feet from Private Street or Private Sidewalk

(iv.) Building Faces with No Driveways along the Private Street – Ten (10) Feet from Private Street or Private Sidewalk

(v.) Building Separation – Sixteen (16) Feet Between Building Groups

A two (2) foot projection for non-habitable space is permitted, however the projection shall meet all applicable building/fire code standards.

(d) Minimum Dwelling Size. All dwellings shall have a total finished area of not less than nine hundred (900) square feet, exclusive of garage area. Basement or partial subgrade level square footage may not be counted towards minimum finished area.

(e) Height. The maximum height of any building shall be three (3) stories above grade (35-Feet maximum).

(f) Garage. A minimum one (1) car attached garage shall be provided for no more than forty percent (40%) of the units. The remainder of the units shall have a minimum two (2) car attached garage.

(g) Parking. Visitor Parking shall be provided in accordance with the Grimes Zoning Ordinance.

(h) Building Materials. All units shall be constructed with combinations and varying sizes of horizontal and lap siding and architectural grade asphalt shingles. A minimum of twenty-five percent (25%) of the front façade of the buildings shall be clad in brick/stone or masonry. For those buildings that orient front doors towards

a public street, a minimum of twenty-five percent (25%) of the façade facing the public street and the façade facing the private street shall be clad in brick/stone or masonry. The units should be designed in a way that compliments the architecture of the dwellings within the area. More specifically, attempts to include front porches, dormers and other decorative treatments are encouraged. Buildings shall be encouraged to avoid flat plane construction and incorporate offsets of at least three (3) inches Repetition of front facades shall be discouraged, and a minimum of two (2) elevation variations shall be provided that include varying colors and/or materials.

Alternative designs that do not incorporate masonry can be considered. These alternative designs are required to maintain a visually appealing and cohesive appearance and shall incorporate elements such as front porches, dormers, shake siding, board and batten siding, and other decorative features. Buildings shall be encouraged to avoid flat plane construction and incorporate offsets of at least three (3) inches. Repetition of front facades shall be discouraged, and a minimum of two (2) elevation variations shall be provided that include varying colors and/or materials. Alternative designs shall be reviewed and approved by the Declarant, and written approval shall be provided to the City with each development project.

(i) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structure and shall be in conformance with the Grimes Zoning Ordinance.

(j) Open Space. A minimum of forty percent (40%) open space shall be provided.

(k) Landscaping. A minimum of one (1) tree per one thousand (1,000) square feet of required open space shall be provided.

One (1) overstory tree is required for every fifty (50) feet of lot frontage to a public street. Trees shall be a combination of diverse species with no more than five (5) trees of a similar species in a single group.

The perimeter of all parking lots located along interior side and rear lot lines shall be planted with evergreen shrubs to screen headlights from neighboring properties.

Required frontage trees and buffer trees may count towards the required open space trees, however all terminal parking lot islands shall be landscaped with trees, except when utility conflicts exist.

Foundation plantings shall be provided along facades facing the public street when berms are not provided.

(l) Pedestrian. Connections from the units to a common pedestrian network shall be provided. Future accommodation for connections to public sidewalk and trails shall be planned for and constructed by the property owner or association. A five (5) foot PCC sidewalk shall be provided on at least one (1) side of any internal

private street.

6) Medium-Density Residential and Commercial Regulations. This area is intended to accommodate the construction of attached or detached townhome dwelling units, or traditional suburban commercial development. Commercial development is intended to accommodate a range of neighborhood oriented commercial uses (retail and service). Auto-oriented uses including multi-tenant retail, banks, convenience/gas and fast food are appropriate. The primary design consideration is that the uses are developed in a cohesive pattern with careful consideration of the consideration of the orientation of the buildings SW 19th Street. The following regulations shall be applicable to any area identified as Medium-Density Residential and Commercial, as generally shown on the Master Plan.

   (a) Medium-Density Residential development shall follow the regulations established within Section 5 of this document and subject to the Medium-Density Buffer requirements established within Section 10 of this document.

   (b) Commercial development shall follow the regulations established within Section 9 of this document and subject to the Commercial Buffer requirements established within Section 10 of this document.

7) Mixed Medium-Density and High-Density Residential Regulations. The following regulations shall be applicable to any townhome or multi-family unit constructed within the Mixed Medium-Density and High-Density Residential area.

   (a) Density. The maximum density within the Mixed Medium-Density and High-Density Residential area shall be 570 total units.

   (b) Two Hundred Foot Buffer. Units within two hundred (200) feet of the western boundary of the Mixed Medium-Density and High-Density Residential area shall be constructed as medium-density townhome buildings to provide a transition between the single-family to the west and any proposed multi-family buildings.

   (c) Setbacks. The following setbacks shall apply to all units:

      (i.) All External Property Lines – Thirty (30) Feet

      (ii.) Postage Stamps Lots – Zero (0) Feet

      (iii.) Buildings Faces with Driveways – Twenty (20) Feet from Private Street or Private Sidewalk

      (iv.) Building Faces with No Driveways along the Private Street – Ten (10) Feet from Private Street or Private Sidewalk

      (v.) Building Separation – Sixteen (16) Feet Between Building Groups

      A two (2) foot projection for non-habitable space is permitted, however the

projection shall meet all applicable building/fire code standards.

(d) Minimum Dwelling Size.

(i.) Multi-Family and Villas (buildings with twelve (12) or more units). The minimum finished floor area shall be four hundred (400) square feet.

(ii.) Townhomes (buildings with less than twelve (12) units). The minimum finished floor area shall be nine hundred (900) square feet, exclusive of garage area. Basement or partial subgrade level square footage may not be counted towards minimum finished area.

(e) Height.

(i.) Multi-Family and Villas. The maximum height of any building shall be four (4) stories above grade or fifty (50) feet maximum.

(ii.) Townhomes. The maximum height of any building shall be three (3) stories above grade or thirty-five (35) feet maximum.

(f) Parking and Garages.

(i.) Multi-Family and Villas. Parking shall follow the parking requirements in the Grimes Zoning Ordinance for multi-family dwellings. Any detached garage structures shall not face the public streets. Accommodation for bicycle parking shall be provided as part of the site design. A terminal landscaping island shall be provided at the beginning and end of every parking row. No more than twenty (20) parking spaces shall be provided without a landscaped island.

(ii.) Townhomes. A minimum of one (1) car attached garage shall be provided for no more than forty percent (40%) of the units. The remainder of the units shall have a minimum two (2) car attached garage. A minimum of two (2) parking spaces shall be provided per unit. Garage spaces count toward the required parking spaces.

(iii.) Visitor Parking. One (1) visitor parking space shall be provided for every five (5) dwelling units for all types of residential development.

(g) Building Materials.

(i.) Townhomes. All units shall be constructed with combinations and varying sizes of horizontal and lap siding and architectural grade asphalt shingles. A minimum of twenty-five percent (25%) of the front façade of the buildings shall be clad in brick/stone or masonry. For those buildings

that orient front doors towards a public street, a minimum of twenty-five percent (25%) of the façade facing the public street and the façade facing the private street shall be clad in brick/stone or masonry. The units should be designed in a way that compliments the architecture of the dwellings within the area. More specifically, attempts to include front porches, dormers and other decorative treatments are encouraged. Buildings shall be encouraged to avoid flat plane construction and incorporate offsets of at least three (3) inches Repetition of front facades shall be discouraged, and a minimum of two (2) elevation variations shall be provided that include varying colors and/or materials.

Alternative designs that do not incorporate masonry can be considered. These alternative designs are required to maintain a visually appealing and cohesive appearance and shall incorporate elements such as front porches, dormers, shake siding, board and batten siding, and other decorative features. Buildings shall be encouraged to avoid flat plane construction and incorporate offsets of at least three (3) inches. Repetition of front facades shall be discouraged, and a minimum of two (2) elevation variations shall be provided that include varying colors and/or materials. Alternative designs shall be reviewed and approved by the Declarant, and written approval shall be provided to the City with each development project.

(ii.) Multi-Family and Villas. All units shall be constructed with a cementitious siding material with a fifty (50) year warranty (i.e.: similar to James Hardi Plank or LP Smart Side siding) and architectural grade asphalt shingles. A minimum of forty percent (40%) of the front façade facing the private and public streets shall be clad in brick/stone or masonry. A minimum of twenty-five percent (25%) of all other facades shall be clad in brick/stone or masonry. Comparable alternatives, such as Nichiha fiber cement panels (or similar product) shall be considered a viable substitute for brick/stone or masonry. Additionally, door and window trims shall be utilized throughout the design.

(h) Façade Design. Building design shall include a variety of architectural elements, including articulation of the building face to break down the massing of large buildings so the scale is compatible to the adjoining residential neighborhood. The use of articulation within the roof line, including dormers and cupola, is encouraged to bring the scale of the large roof structure down to that of the adjoining residential neighborhood. Buildings should avoid flat plane construction and incorporate offsets of three (3) inches where material changes occur.

(i) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structure and shall be in conformance with the Grimes Zoning Ordinance.

(j) Open Space. A minimum of forty percent (40%) open space shall be provided.

Planned plazas, courtyards or other similar public spaces may be counted for not more than thirty (30%) percent of the required open space.

(k) Landscaping. A minimum of one (1) tree per one thousand (1,000) square feet of required open space shall be provided.

One (1) overstory tree is required for every fifty (50) feet of lot frontage to the public street. Along SW 11th Street, one (1) overstory tree is required for every fifty (50) feet and shall be located between the sidewalk and street within the city improvement easement. All frontage trees and street trees shall be a combination of diverse species with no more than five (5) trees of a similar species in a single group.

The perimeter of all parking lots located along interior side and rear lot lines shall be planted with evergreen shrubs to screen headlights from neighboring properties.

Required frontage trees, parking lot trees, and buffer trees may count towards the required open space trees, however all terminal parking lot islands shall be landscaped with trees, except when utility conflicts exist.

Foundation plantings shall be provided along facades facing the public street when berms are not provided.

(l) Pedestrian Access. Pedestrian access within the development and accessibility to the development shall be a primary site design consideration. Pedestrian access shall include strong connections from the public right of way to buildings and site features to support neighborhood connectivity. Access between buildings should also be a strong consideration during site design. A five (5) foot PCC sidewalk shall be provided on at least one (1) side of any internal private street.

(m) Signage. All signs constructed upon the site shall be in conformance with the Grimes Zoning Ordinance.

(n) Outdoor Storage. No outdoor storage is permitted.

8) High-Density Residential and Commercial Regulations. The following regulations shall be applicable to any traditional multi-family, traditional suburban commercial, or mixed-use development constructed within the High-Density Residential and Commercial area.

(a) Permitted Uses. Multi-family residential dwellings and any permitted use within the C-2 Zoning District shall be permitted, except for the following:

(i.) Heavy Automotive Body Repair/Vehicle Repair. Light service or repair shall be permitted.

(ii.) Any outdoor exercise areas/runs for domesticated animal boarding/kennels shall be limited to use during normal business hours.

(iii.) Industrial Warehouse Facilities

(iv.) Mini Storage/Self Storage Facilities

(v.) Used Car Lots

(vi.) Monument Sales Yards

(vii.) Retail lumber yards shall be accessory to a retail business.

(b) Density. The maximum density for residential units shall be eighteen (18) units per acre.

(c) Setbacks.

(i.) Multi-Family.

(1) Front Yard – Thirty (30) Feet – External Property Lines

(2) Rear Yard – Twenty (20) Feet – External Property Lines

(3) Side Yard – Ten (10) Feet – External Property Lines

(4) Building Separation – Sixteen (16) Feet – From Building Groups

A two (2) foot projection for non-habitable space is permitted, however the projection shall meet all applicable building/fire code standards.

ii) Mixed-Use and Commercial.

(1) Front Yard – Twenty- Five (25) Feet

(2) Rear Yard – Twenty-Five (25) Feet

(3) Side Yard (External) – Ten (10) Feet

(4) Side Yard (Internal) – Zero (0) Feet, If the building is not constructed on the property line then five (5) Feet minimum shall be provided.

(5) Building Separation – Ten (10) Feet

(d) Minimum Dwelling Size. The minimum finished floor area shall be four hundred (400) square feet.

(e) Height. The maximum height of any building shall be four (4) stories above grade or fifty (50) feet maximum.

(f) Parking. All uses shall follow the parking requirements in the Grimes Zoning

Ordinance. Any detached garage structures shall not face the public streets. Accommodation for bicycle parking shall be provided as part of the site design for residential development and is encouraged for commercial. A terminal landscaping island shall be provided at the beginning and end of every parking row. No more than twenty (20) parking spaces shall be provided without a landscaped island.

(g) Building Materials.

(i.) Multi-Family and Mixed-Use. All units shall be constructed with a cementitious siding material with a fifty (50) year warranty (i.e.: similar to James Hardi Plank or LP Smart Side siding) and architectural grade asphalt shingles. A minimum of forty percent (40%) of the front façade facing the private and public streets shall be clad in brick/stone or masonry. A minimum of twenty-five percent (25%) of all other facades shall be clad in brick/stone or masonry. Comparable alternatives, such as Nichiha fiber cement panels (or similar product) shall be considered a viable substitute for brick/stone or masonry. Additionally, door and window trims shall be utilized throughout the design.

(ii.) Commercial. Building design shall include a variety of architectural elements and materials in order to break down the massing of the large building so that its scale is compatible to the adjoining residential neighborhood. A minimum of sixty percent (60%) of the sum of the total of all wall areas (exclusive of doors/windows) shall contain brick/stone, or similar concrete or masonry materials. A minimum of twenty-five percent (25%) of the primary material shall be on each wall that does not face public right-of-way. A minimum of twenty percent (20%) of the public street facing facades shall consist of glazing.

(h) Façade Design. Building facades shall include a variety of architectural elements to bring the scale of the large building down to that of the adjoining residential neighborhoods. The use of dormers, cupola, and articulation of the roof is encouraged to bring the scale of the large building down to that of the adjoining residential neighborhoods.

(i) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structure and shall be in conformance with the Grimes Zoning Ordinance.

(j) Open Space.

(i.) Multi-Family. A minimum of forty percent (40%) open space shall be provided. Planned plazas, courtyards or other similar public spaces may be counted for not more than thirty percent (30%) of the required open space.

(ii.) Mixed-Use and Commercial. A minimum of twenty percent (20%) open space shall be provided. Planned plazas, courtyards or other similar public spaces may be counted for not more than thirty percent (30%) of the required open space.

(k) Landscaping. A minimum of one (1) tree per one thousand (1,000) square feet of required open space shall be provided.

One (1) overstory tree is required for every fifty (50) feet of lot frontage to the public street. Trees shall be a combination of diverse species with no more than five trees of a similar species in a single group.

The perimeter of all parking lots located along interior side and rear lot lines shall be planted with evergreen shrubs to screen headlights from neighboring properties.

Required frontage trees, parking lot trees, and buffer trees may count towards the required open space trees, however all terminal parking lot islands shall be landscaped with trees, except when utility conflicts exist.

(l) Pedestrian Access. Pedestrian access within the development and accessibility to the development shall be a primary site design consideration. Pedestrian access should include strong connections from the public right of way to buildings and site features to support neighborhood connectivity. Access between buildings should also be a strong consideration during site design. A five (5) foot PCC sidewalk shall be provided on at least one side of any internal private street.

(m) Signage. All signs constructed upon the site shall be in conformance with the Grimes Zoning Ordinance.

(n) Outdoor Storage. No outdoor storage is permitted.

9) Commercial Regulations. This area is intended to accommodate a range of neighborhood oriented commercial uses (retail and service). Auto-oriented uses including multi-tenant retail, banks, convenience/gas and fast food are appropriate. The primary design consideration is that the uses are developed in a cohesive pattern with careful consideration of the orientation of the buildings along S James Street and SW 19th Street.

(a) Permitted Uses. Any permitted use within the C-2 Zoning District shall be permitted, except for the following:

(i.) Heavy Automotive Body Repair/Vehicle Repair. Light service or repair shall be permitted.

(ii.) Any outdoor exercise areas/runs for domesticated animal boarding/kennels shall be limited to use during normal business hours.

(iii.) Industrial Warehouse Facilities

(iv.) Mini Storage/Self Storage Facilities

(v.) Used Car Lots

(vi.) Monument Sales Yards

(vii.) Retail lumber yards shall be accessory to a retail business.

(b) Building Setbacks. The following setbacks shall apply to all buildings:

(i.) Front Yard – Twenty- Five (25) Feet

(ii.) Rear Yard – Twenty-Five (25) Feet

(iii.) Side Yard (External) – Ten (10) Feet

(iv.) Side Yard (Internal) – Zero (0) Feet, If the building is not constructed on the property line, then five (5) Feet minimum shall be provided

(v.) Building Separation – Ten (10) Feet

(c) Parking Setbacks. All parking lots shall have a minimum setback of ten (10) feet along public streets. For internal property lines, a minimum five (5) foot setback shall be provided, unless a shared drive is provided.

(d) Parking Requirements. Off-street parking shall be provided based on the individual uses defined at the time of site plan approval in accordance with the Grimes Zoning Ordinance. A terminal landscaping island shall be provided at the beginning and end of every parking row. No more than twenty (20) parking spaces shall be provided without a landscaped island.

(e) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structures and shall be in conformance with the Grimes Zoning Ordinance.

(f) Open Space. A minimum of twenty percent (20%) open space shall be provided. Planned plazas, courtyards or other similar public spaces may be counted for not more than thirty percent (30%) of the required open space.

(g) Landscaping. A minimum of one (1) tree per one thousand (1,000) square feet of required open space shall be provided.

One (1) overstory tree is required for every fifty (50) feet of lot frontage to the public right of way. Trees shall be a combination of diverse species with no more than five (5) trees of a similar species in a single group.

The perimeter of all parking lots located along interior side and rear lot lines shall be planted with evergreen shrubs to screen headlights from neighboring properties.

Required frontage trees, parking lot trees, and buffer trees may count towards the required open space trees, however all terminal parking lot islands shall be landscaped with trees, except when utility conflicts exist.

(h) Pedestrian Access. Pedestrian access within the development and accessibility to the development shall be a primary site design consideration. Pedestrian access shall include strong connections from the public right of way to buildings and site features to support neighborhood connectivity. Access between buildings should also be a strong consideration during site design. A five (5) foot PCC sidewalk shall be provided on at least one (1) side of any internal private street.

(i) Height. The maximum height of any building shall be three (3) stories above grade or forty-five (45) feet maximum.

(j) Building Materials. Building design shall include a variety of architectural elements and materials in order to break down the massing of the large building so that its scale is compatible to the adjoining residential neighborhood. A minimum of sixty percent (60%) of the sum of the total of all wall areas (exclusive of doors/windows) shall contain brick/stone, or similar concrete or masonry materials. A minimum of twenty-five percent (25%) of the primary material shall be on each wall that does not face public right-of-way. A minimum of twenty percent (20%) of the public street facing facades shall consist of glazing.

(k) Facade Design. Building design shall include a variety of architectural elements, including articulation of the building face in order to break down the massing of the large building so that its scale is compatible to the adjoining residential neighborhood. The use of articulation within the roof line and building face is encouraged in order to bring the scale of the large roof structure down to that of the adjoining residential neighborhood.

(l) Signage. All signs constructed upon the site shall be in conformance with the Grimes Zoning Ordinance.

(m) Outdoor Storage. No outdoor storage is permitted.

10) Buffering.

(a) Provision of Buffers. The provision of adequate buffering and landscaping shall be thoroughly evaluated and approved by the City of Grimes as part of the site plan approval. Additional buffer and landscaping may be required at that time in

response to additional details of the use, buildings, parking, loading areas, mechanical equipment, etc. to be implemented.

(b) Commercial Buffers. A thirty (30) foot buffer with three (3) foot berm shall be provided along the Commercial areas adjacent to residential development. No fences shall be permitted within the buffer easements. However, if a fence is desired between Commercial areas and residential, the buffer shall consist of a thirty (30) foot buffer with six (6) foot privacy fence and half of the required buffer plantings. A buffer is not required when Commercial and residential areas are separated by a private or public street.

(c) High-Density Residential and Commercial Buffers. A thirty (30) foot buffer with three (3) foot berm shall be provided along the Commercial areas adjacent to residential development. If a fence is desired between Commercial areas and residential development, the buffer shall consist of a thirty (30) foot buffer with six (6) foot privacy fence and half of the required buffer plantings. A buffer is not required when the Commercial and residential areas are separated by a private or public street. Stand-alone High-Density development shall not be required to provide a buffer between neighboring residential development.

(d) Mixed Medium-Density and High-Density Residential Buffers. A thirty (30) foot buffer with three (3) foot tall berm shall be provided along the western edge of the Mixed Medium-Density and High-Density Residential area. No fences shall be permitted within the buffer easements. A thirty (30) foot buffer with three (3) foot tall berm shall be provided along public streets when the backs of units face the public streets. If units are oriented so that the front doors are facing the public streets, a berm and buffer is not required, however the street frontage plantings shall be provided along public streets.

(e) Medium-Density Buffers. A thirty (30) foot buffer with minimum three (3) foot tall berm shall be provided along the western edge of the Medium-Density Residential area. A thirty (30) foot buffer with three (3) foot tall berm shall be provided along public streets when the backs of units face the public streets. If units are oriented so that the front doors are facing the public streets, a berm and buffer is not required but the street frontage plantings shall be provided. A thirty (30) foot buffer with four (4) foot berm shall be provided along SW 19th Street for Medium-Density areas adjacent to SW 19th Street. No fences shall be permitted within the buffer easements.

(f) Single-Family Buffers. A thirty (30) foot buffer with four (4) foot tall berm shall be provided along the rear yards of single-family lots that abut SW 19th Street right-of-way. No fences shall be permitted within the buffer easement.

(g) Buffer Landscape Quantities.

(i.) SW 19th Street Buffers. Buffers along SW 19th Street shall provide the following number of trees per fifty (50) linear feet of buffer: One (1) overstory tree, three (3) understory trees, and one (1) evergreen tree. Half

of the required evergreen trees may be swapped for one (1) overstory tree.

(ii.) All Other Buffers. All other buffers not along SW 19th Street shall provide the following number of trees per fifty (50) linear feet of buffer: One (1) overstory tree, two (2) understory trees, and one (1) evergreen tree.

(h) Berming and Screening. Buffers should be designed to achieve the maximum amount of screening of negative elements from the maximum number of viewpoints with vegetation layered to ensure adequate blockage of views and to create depth and a sense of naturalness. Care should be taken to ensure that 'thru-views' under tree canopies are adequately blocked. It is recognized that some views of businesses are desired; therefore, buffer vegetation may be clustered and situated to screen parking and drive-thrus associated with the businesses and other negative site elements such as trash enclosures, transformers, loading docks, etc.

(i) Continuity. Buffers shall be designed to serve as a visual continuation of existing buffers and/or as a unifying element within the development. Buffers adjacent to streetscapes shall make a natural transition in order to be visually cohesive.

11) Lighting.

(a) Parking Lot & Accent Lighting. All commercial and multi-family uses shall provide adequate lighting for the parking areas. Accent lighting shall be provided on all buildings, to accentuate the building form and architectural character.

(b) Private Street Lighting. Street Lighting associated with the private streets shall be provided within the Medium-Density Residential and Mixed Medium-Density and High-Density Residential Areas and the shared private drives between use areas. All lights shall be downcast and shall not exceed twenty-five (25) feet in height. Residential decorative coach lights mounted to the buildings can be used to provide lighting for private streets in residential areas. Floodlights are not permitted.

(c) Public Street Lighting. Street lighting associated with public streets shall be standard MidAmerican Energy Street Lights and black in color.

12) Public and Site Improvements.

(a) Public Improvements. Developer agrees to construct the necessary public improvements, including streets, water main, sanitary sewer, and storm sewer to serve the development. Public construction drawings shall be prepared and submitted for review and approval.

(b) Public Sidewalks. Five (5) foot PCC sidewalks shall be provided on two (2) sides of all public streets.

(c) Private Sidewalks. Five (5) foot PCC sidewalks shall be provided on at least one (1) side of all private streets.

(d) Trails. A ten (10) foot trail shall be provided along the north side of SW 19th Street.

(e) Construction/Bonds. All public improvements listed above shall be constructed in accordance with SUDAS and all City of Grimes standards. At the time of completion, a four (4) year maintenance bond for the public improvements shall be submitted.

(f) Fees.

(i.) 19th Street Sewer Connection Fee District. A per acre fee, as required by 13-3-11 of the Grimes Code of Ordinances, is required to be provided and shall be due at the time of Final Plat approval.

(ii.) SW 19th Street. The property owner shall provide a fee in the amount of $90 per linear foot of frontage along SW 19th Street to contribute to the cost of the asphalt overlay that the City constructed on SW 19th Street. The fee payment shall be due at the time of Final Plat approval. The property owner shall have no further financial responsibility for future James Street and SW 19th Street expansions or improvements other than the required 10-foot trail along SW 19th Street frontage.

(g) Street Right of Way and Easements. At the time of Final Plat, the following street right-of-way shall be granted to the City.

(i.) 55-Foot Right-of-Way with 37-Foot B/B for SW 11th Street with 15-Foot City Improvement Easement on the south side of the Right-of-Way.

(ii.) 27-Foot Right-of-Way for SW 19th Street to provide 60 feet to centerline.

(iii.) 70-Foot Right-of-Way with 31-Foot B/B for SW 17th Street east of the single-family development. Adjustments to Right-of-Way width at the intersections may be required to accommodate turn lanes and street geometry.

(iv.) Provide traffic calming along SW 17th Street between the single-family and mixed-use area with 16-Foot B/B lanes.

(v.) 60-Foot Right-of-Way with 29-Foot B/B for SW Norton Street with 5-Foot Sidewalk Easements on both sides of the Right-of-Way. Adjustments to Right-of-Way width at the intersections may be required to accommodate turn lanes and street geometry.

(vi.) 60-Foot Right-of-Way with 29-Foot B/B for all other public streets.

13) Parkland Dedication. The Developer agrees to dedicate parkland shown on Exhibit B, totaling

no less than 12.96 acres. The dedication shall occur with the platting of adjacent properties and street lots. The City shall credit the developer $50,000 off fees owed in recognition that the parkland dedication is in excess of the subdivision ordinance.

14) Transportation Mixed Use Development Corridor District Overlay. The Harvest Pointe Development shall not be subject to the Transportation Mixed Use Development Corridor District Overlay regulations.

15) Access. Access locations for the development shall follow the Master Streets Design Guide and the James Street Corridor Study. Access locations beyond the scope of these documents may be evaluated by the City Engineer for approval. The following access locations are set as noted below to ensure compatibility with improvements to SW 19th Street and S James Street, and neighboring developments.

    (a) SW Norton Street. Full access for SW Norton Street is permitted out to SW 19th Street and shall line up with the planned full access location for SW Norton Street in the James Place development on the south side of SW 19th Street. This access is located approximately eight hundred seventeen (817) feet from the S James Street intersection as shown in the rezone concept for Harvest Pointe. The exact location of the access will be determined with the S James Street Improvements.

    (b) RI/RO Access to SW 19th Street. RI/RO access is permitted between SW Norton Street and S James Street. This access shall be no closer than three hundred (300) feet to the S James Street intersection.

    (c) RI/RO Access to S James Street. Two RI/RO access points are permitted out to S James Street: one between SW 19th Street and SW 17th Street and one on the north side of SW 17th Street as shown in the rezone concept. These RI/RO access points shall be no closer than three hundred (300) feet from a full access point.

    (d) S James Street. Two full access locations are permitted to S James Street. The full access at SW 17th Street shall line up with the driveway access on the east side of S James Street on Lot 1 of South James Plat 1. A second full access point is permitted to be approximately six hundred fifty (650) feet north of SW 17th Street, exact location will be determined with the S James Street Improvements.

16) Amendment Procedure. The terms of this Agreement may be amended by mutual agreement of the Parties hereto, following a notification process to surrounding Property Owners, a review by the Grimes Planning and Zoning Commission and a Public Hearing before the Grimes City Council.

17) Security; Lien Rights of City. In the event that the City makes any payments or incurs any costs in connection with the Improvements, which payments or costs are agreed to be paid by Property Owner pursuant to this Agreement, Property Owner hereby agrees that the City shall have a lien on the Property in the amount agreed to be paid by Property Owner. Such lien by the City shall be released by written instrument recorded upon payment in full of the amount that Property Owner is obligated to pay. In the event that such a lien arises, the parties agree

that the Property subject to such lien shall not be further platted or divided and no building permits shall issue until such lien is satisfied.

18) 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, and all of the terms and conditions of this Agreement shall constitute conditions, covenants and restrictions running with the land in perpetuity for the Property; provided, however, upon the Petition of the then owner of the Property or any portion thereof, the parties hereto agree that the terms of the ordinances of the City of Grimes and the laws of the statutes and courts of the State of Iowa governing rezoning shall control the change in such zoning as to the property owned by the person so petitioning.

19) Warranty of Title. Property Owner hereby warrants to the City that Property Owner is the owner of the Property and hereby covenants to defend Property Owner's title to the Property for purposes of this Agreement.

20) Effective. This Agreement is subject to and contingent upon approval by the Grimes City Council of the rezoning of the Property in accordance with paragraph 1. In the event the Grimes City Council does not approve said zoning change, this Agreement shall be null and void.

21) Recording. This Agreement shall be recorded with the Polk County, Iowa, Recorder, as an exhibit to the ordinance rezoning the Property and shall constitute a valid and effective agreement pursuant to the terms and conditions of Section 414.5 of the Iowa Code.

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

(SIGNATURE PAGES TO FOLLOW)

CITY OF GRIMES, IOWA

By: _____

Scott Mikkelsen, Mayor

Attest:

_____

Rachel Greving, City Clerk

STATE OF IOWA)

) ss.

COUNTY OF POLK)

On this ____day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rachel Greving, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and 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 Ordinance No. _____adopted by the City Council, under Roll Call of the City Council on the ____day of _____, 20__, and that Scott Mikkelsen and Rachel Greving acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____

Notary Public in and for the State of Iowa

My Commission expires _____

PROPERTY OWNER

Temple Holdings, LLC

By: Dillon Temple

Signature: _____

Title: Member

STATE OF IOWA)

) ss:

COUNTY OF Polk)

On this 5th day of February, 2025 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dillon Temple, the member of Temple Holdings, LLC, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

NOTARIAL SEAL IOWA

EVANN MARTIN
Commission Number 833219
My Commission Expires
07/20/2027

Evann Martin

Notary Public in and for the State of Iowa

My Commission expires 07/20/2027

PROPERTY OWNER

Harvest Pointe, LLC

By: Dillon Temple

Signature: _____

Title: Member

STATE OF IOWA)

) ss:

COUNTY OF Polk)

On this 5th day of February, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dillon Temple, the member of Harvest Pointe, LLC, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

NOTARIAL SEAL IOWA

EVANN MARTIN
Commission Number 833219
My Commission Expires
07/20/2027

_____

Notary Public in and for the State of Iowa

My Commission expires 07/20/2027

PROPERTY OWNER

Harvest Pointe Land, LLC

By: Dillon Temple

Signature: _____

Title: Member

STATE OF IOWA)

) ss:

COUNTY OF Polk)

On this 5th day of February, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dillon Temple, the member of Harvest Pointe Land, LLC, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

NOTARIAL SEAL IOWA

EVANN MARTIN
Commission Number 833219
My Commission Expires
07/20/2027

Evann Martin

Notary Public in and for the State of Iowa

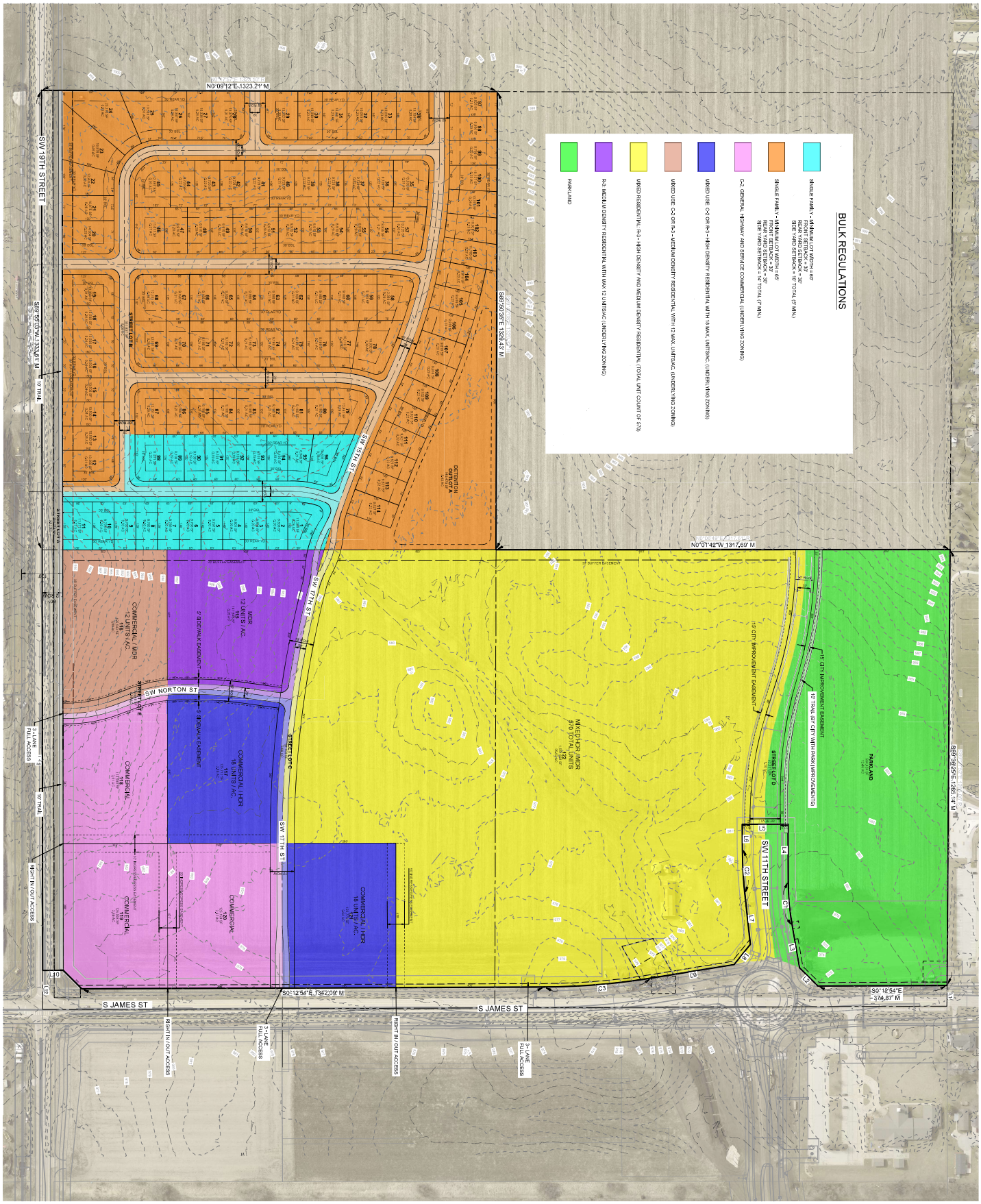
My Commission expires 07/20/2027

Exhibit A

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.

Exhibit B - Master Plan



HARVEST POINTE

PUD MASTER PLAN

GRIMES, IA

SNYDER & ASSOCIATES, INC.

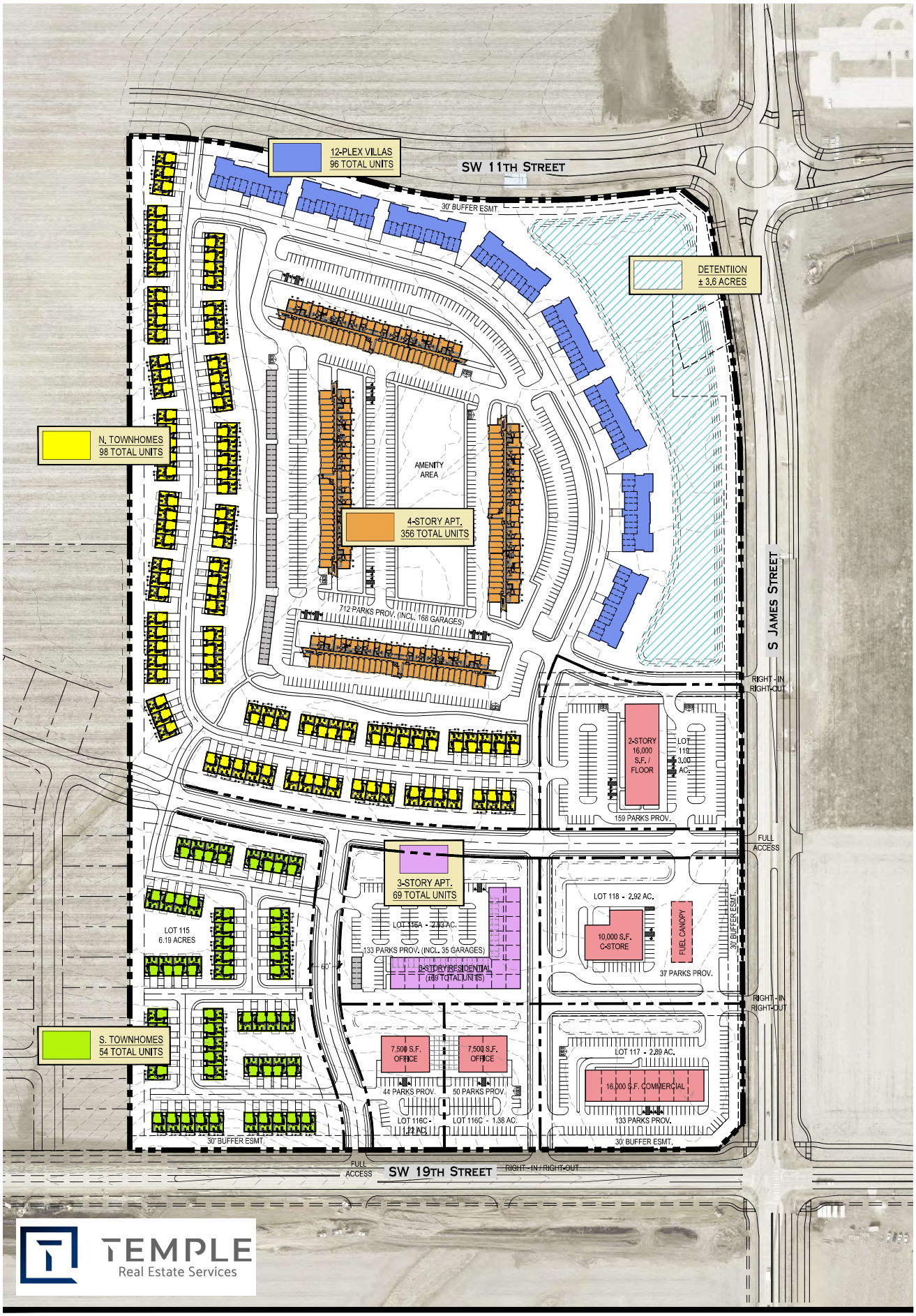
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

MARK	REVISION	DATE	BY
4	REVISED AS PER CITY COMMENTS	2-5-25	JWM
3	REVISED AS PER CITY COMMENTS	01-10-25	JWM
2	REVISED AS PER CITY COMMENTS	12-20-24	JWM
1	REVISED AS PER CITY COMMENTS	12-5-24	JWM

Engineer: EDC | Checked By: KMM | Scale: 1" = 100'
Technician: JWM | Date: 11-6-24 | T-R-S: T78-R79W-S5
Project No: 124.11463.01 | Sheet: C100

Sheet C100

Exhibit B - Master Plan Proof of Concept



NORTH

1" = 180'-0" @ 11"x17" Sheet
SAM 24122
DRAWN BY: AVG

0' 60' 180'

This drawing has been prepared by the Architect, or under the Architect's direct supervision. This drawing is intended to be conceptual in nature only. Property boundaries, setbacks, easements, topography, utilities, structures and other physical features shown herein are based on the information available to the architect at the time of design. This document reflects a site plan concept only, and does not necessarily reflect all governing authority requirements, including green space calculations, bulk regulations, landscaping, storm water management, city input, site signage, grading, and other factors that may impact final site design. This drawing shall not be used for construction or legally binding documentation. (C) Copyright 2024 by Simonson & Associates Architects, L.L.C.

Harvest Pointe

Site Concept #3

Grimes, Iowa

December 20, 2024

SIMONSON
PLANNING ▪ ARCHITECTURE ▪ INTERIORS
Simonson + Associates Architects LLC
1717 Ingersoll Ave, Suite 117, Des Moines, Iowa 50309
Ph. 515-440-5626
www.simonsonassoc.com